

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA
Regular Council Meeting
May 3, 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

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

A. Approval of Minutes

- **March 29 2016 Meeting with FDOT to discuss Proposed Bridge Park on**

154th Street

- April 5 2016 Regular Council Meeting
- April 6 2016 Site Visit to Loch Ness Pump Station
- April 18 2016 Attorney-Client Executive Session
- April 25 2016 Special Call Meeting on Mobility Fee Ordinance & Resolution
- April 25 2016 Sign Code Amendments Workshop

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AWARDING CONTRACTS FOR FACILITIES TECHNICIAN SERVICES TO D AND M CONSTRUCTION OF DADE COUNTY, INC., LA PERLA CONTRACTORS, INC., AND ESKIMO AIR CONDITIONING AND APPLIANCES; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AWARDING CONTRACT FOR INVITATION TO BID (ITB) 2016-26R FDOT GROUND MAINTENANCE SERVICES TO SUPERIOR LANDSCAPING AND LAWN SERVICE, 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)**
- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA PROCLAIMING THE WEEK OF MAY 16-23, 2016 AS INFRASTRUCTURE WEEK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)**
- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); PROVIDING AUTHORIZATION TO TOWN MAYOR; PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Daubert)**
- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA REQUESTING THAT THE MIAMI-DADE EXPRESSWAY AUTHORITY (MDX) MOVE FORWARD WITH INCORPORATING NEW SR 924/GRATIGNY PARKWAY ACCESS RAMPS TO AND FROM NW 67TH AVENUE IN TO THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION (MPO) LONG RANGE TRANSPORTATION PLAN, MDX'S MASTER TRANSPORTATION PLAN, AND MDX'S FIVE YEAR WORK PROGRAM, IN PARTNERSHIP WITH THE TOWN OF MIAMI LAKES; PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Lama)**

11.

ORDINANCES-FIRST READING:

- A. 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)

- 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)**

12. RESOLUTIONS:

- 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 6723 KINGSMOOR WAY. 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; APPROVING WITH CONDITIONS REQUESTS FOR VARIANCES FROM SUBSECTIONS 13-444(9) AND 13-444(10) FOR TOWNHOUSE REAR SETBACK REQUIREMENTS AND TOWNHOUSE OUTDOOR PATIO AREA REQUIREMENTS; FOR PROPERTY LOCATED 6723 KINGSMOOR WAY, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2014-009-0370, 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)

13. NEW BUSINESS:

- A. "R.A.M.P it Up" Miami Lakes (Rodriguez, Lama)
- B. Hedge Issue (Cid)
- C. Short Term Moratorium on Development (Pizzi)
- D. Live Public Comments (Cid)
- E. Miami Lakes Car Alternative and Anti-Traffic Gridlock Program (Pizzi,Rodriguez)
- F. Parking at Royal Oaks Park/Roberto Alonso Community Center (Cid)
- G. Enhance Cyber Security in Miami Lakes(Pizzi, Lama)

14. MAYOR AND COUNCILMEMBER REPORTS:

- A. Community Forum on Transportation (Rodriguez)
- B. National League of Cities Congressional City Conference (Cid)
- C. Meetings with MDX, MPO and FDOT on Traffic Solutions (Pizzi)
- D. Florida Legislature Zip Code legislation (Cid)
- E. Meeting with State on Rock Mining and Protection of Homeowner Property (Pizzi)
- F. Loch Ness Drive Issues, Including Pump Station Repairs and Status of Prior Approvals of New Development (Pizzi)*

*This item requires waiver of Section 6.7 of the Special Rules of Order of the Town of Miami Lakes

15. MANAGER'S REPORT:

- A. July Council Meeting Date

16. ATTORNEY'S REPORT:

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

ADJOURNMENT:

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

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

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

presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: May 3, 2016

Recommendation:

Attached are the Minutes for your review and approval:

- March 29 2016 Meeting with FDOT to discuss Proposed Bridge Park on 154th Street
- April 5 2016 Regular Council Meeting
- April 6 2016 Site Visit to Loch Ness Pump Station
- April 18 2016 Attorney-Client Executive Session
- April 25 2016 Special Call Meeting on Mobility Fee Ordinance & Resolution
- April 25 2016 Sign Code Amendments Workshop

Attachments:

Meeting with FDOT

Council Meeting Minutes from April 5 2016

Site Visit with Commissioner Bovo and Council April 6 2016

Attorney Client Executive Session Minutes April 18 2016

Special Call Meeting on Mobility Fee Ordinance

Sign Code Workshop Minutes

MINUTES
Meeting with FDOT to Discuss
Proposed Bridge Park on 154th Street
March 28, 2016
2:00 p.m.
Mayor's Conference Room
6601 Main Street, Miami Lakes, FL 33014

1. Call to Order:

The meeting began at 2:07 pm

Present at the meeting were: Mayor Michael Pizzi; Councilman Nelson Rodriguez; Chief of Operations Tony Lopez; Town Manager Alex Rey; Harold A. Desdunes, P.E., Director of Transportation Development; Javier M. Bustamante, C.P.M. District Assistant Right of Way Manager; Gus Pego, P.E., District Secretary; Joseph Ascuntar, Mayor's Assistant; and Helen Roldan, Assistant to the Council/Deputy Town Clerk.

2. Business Items Discussed:

A. Introduction to Bridge Park

The proposed project would be a trail for bicyclists and pedestrians. Land collective is in charge of the concept plans. Mayor stated that as per the inter-local agreement, the bridge cannot be opened for commerce/cars.

B. Process to Create Bridge Park

Mr. Pego stated that assuming conditions have not changed since the Inter-local Agreement was established, so Miami Dade County can take the lead on this initiative. The bridge would become a section line road, most of which belongs to Miami Dade County. Currently, the County is responsible for maintenance of the bridge. Mayor Pizzi asked if the Town of Miami Lakes can be in charge of the maintenance of the proposed bridge park. Councilman Rodriguez suggested that the County may be able to include it in their strategic plan. Mr. Pego stated that another option would be to lease the bridge.

C. Transportation Initiatives

Mayor Pizzi ran down a list of the strategic plan initiatives that the Town of Miami Lakes has formalized related to FDOT to discuss.

3. Actions to be Taken:

- A. Mayor Pizzi said that his office would send out a letter to FDOT formalizing a request for the bridge park, including resolutions from Hialeah-Miami Lakes, inter-local agreement, and any other supporting documents.
- B. FDOT will reach out to the City of Hialeah, Miami Dade County, and the MPOs from the

traffic network to make sure that every agency is on board with the bridge park.

- C. The Town will have conversations with the City of Hialeah regarding their side of the bridge and any private land surrounding the bridge.
- D. The Federal Highway Administration must be notified because they contributed to the bridge.
- E. Concept plans for the bridge park must be made.

Approved this 3rd day of March 2016

Michael Pizzi, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Regular Council Meeting
April 5, 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 7:17 PM. Special Presentations started at 6::00 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, and Mayor Michael Pizzi. Vice Mayor Tim Daubert was absent.

3. MOMENT OF SILENCE

Pastor Bodin led the moment of silence.

4. PLEDGE OF ALLEGIANCE:

Gloria Velasquez led the Pledge of Allegiance.

5. SPECIAL PRESENTATION:

The Mayor and Council presented a special recognition to the Main St. Banner Art Contest Winners.

The Mayor and Council presented a special recognition to the Charter Revision Commissioners for their commitment to the Town of Miami Lakes. The Mayor also presented a special recognition to Councilman Ceasar Mestre for his involvement in the Charter Revision Commission.

The Mayor and Council presented a special recognition to Brian Rodriguez for his exemplary efforts in promoting civic engagement among youth of all ages in Miami Lakes. His involvement allowed him to receive the National PTA Youth Advocacy of the Year Award demonstrating the positive impact his creativity, leadership, and dedication has had in our community.

The Mayor and Council presented a special recognition to Dr. Michael Alessandri, Director of the UM/NSU Center for Autism & Related Disabilities in Miami Lakes. Under his

direction, the UM/NSU CARD provides essential services to the special needs community. Ivan accepted the award on his behalf.

The Mayor and Council presented an award to Marianela Alvarez for her work as founder and team captain for The Hope for Autism Community Team. Marianela Alvarez has become a voice for her son as well as many other children with autism and other disabilities in the community. Since its founding, the Hope for Autism team has educated community members, advocated for children's rights, and created activities oriented to include special children into society. Claudia Luces accepted the award on her behalf.

The Mayor and Council presented an award to Oscar Amuz for his involvement in the founding of Autism Soccer. Autism Soccer has provided services to local schools and expanded to provide services for children diagnosed with mental, neurological, and physical disabilities. Since its start in spreading awareness in our community, Autism Soccer is now working to unite experts in the field of Autism to provide information on effective treatment for individuals in Latin America, where resources and information about autism are exceptionally poor.

The Mayor and Council presented a proclamation to Oscar Amuz in honor of Autism Awareness Month.

The Mayor and Council presented a special recognition to a Main St. Banner Art Contest Winner.

Councilman Ceasar Mestre took a moment of personal privilege to recognize the Project Citizen winners in the audience.

The Town of Miami Lakes was presented a "Healthy Weight Community Champion" Award from the Florida Department of Health.

The Town of Miami Lakes was presented a \$13,000 check by Commissioner Esteban Bovo to keep the Town of Miami Lakes' Senior Programs funded.

Mayor Pizzi asked for a five minute recess.

6. PUBLIC COMMENTS

Ms. Ingy-Cruz came before the Town Council to speak in support of the help her 7th grade class and Bobcat Law Society group received from the Town of Miami Lakes Councilmembers and Town of Miami Lakes Staff.

Mayor Pizzi took a moment to recognize the Relay for Life group in the audience.

Dr. Dave Bennett came before the Town Council to speak against the Mobility Fee ordinance. He suggested an improved signal system, more mass transit, and urged the Town to propose the County to get large vehicles off the streets during rush hour.

Pastor Stuart Bodin and Jorge Garcia came before the town to speak to speak in favor of Celebrate Recovery, Item 14A. Jorge Garcia gave a brief testimony on the program and how it has affected him.

Mayor Pizzi and the Councilmembers stepped down from the dais to present a Special Recognition to Main St. Banner Art Contest winners.

Esther Colon came before the Town Council to speak in regards to Items 10B, C, D, and F; 12A, and 12E. She spoke about transparency in government and honoring the Citizens' Bill of Rights.

Carol Wiley came before the Town Council to speak on a Quasi-Judicial matter, Item 13B. She was told she would have to be sworn in to testify on this Item.

The Mayor, Town Attorney, and Town Clerk clarified which items were Quasi-Judicial: Item 13A, Item 13B, 13C, and 13D.

Councilman Tony Lama spoke on a moment of personal privilege to recognize Ms. Bunny Patchen who came to thank the great work done by the Town Staff, specifically Elia Nunez and the Public Works department.

Gloria Garcia came before the Town Council to speak in support of the Town Council and Town Staff's cooperation in the Relay for Life event.

Lynn Matos came before the Town Council to speak in support of the town's staff for their involvement with Relay for Life. She also thanked the Miami Lakes Police Department and Firefighters. She announced Relay for Life in Miami Lakes will be coming back next year.

Councilman Nelson Rodriguez took a moment of personal privilege to thank Carmen Garcia, Carmen Stewart, and Nicole Singletary for all they did for Relay for Life.

Cindy Beyer came before the town to thank the Mayor for inviting her to the Relay for Life event. She spoke against the Public Works department handling of the closure of a traffic on 67th avenue. She also spoke against the trash and furniture deposited on Biscayne Canal Bank which is attracting a criminal element.

Geoffrey Shideler came before the town to speak in support of efforts to improve traffic gridlock and the implementation of the complete streets program. He stated the town scored low on "walkability."

Michael Huffaker came before the town to speak in favor of Item 13B.

Mirtha Mendez came before the town to speak against the amount of time it took for the meeting to commence. She also came before the town to speak against the traffic problems that could affect the town due to the new development and the Ana Mendez University.

Claudia Luces came before the town to thank Councilman Mestre for recognizing Marianela Alvarez. She is thankful the town is recognizing Autism Awareness Month.

Former Mayor Wayne Slaton came before the town to speak in favor of Item 13B.

Darryl Roberts and Vivian Roberts came before the town to speak about the SAFEE Flight Air Expo. Their goal is to bring aviation exposure to Dade county students.

Chris Knox came before the town to speak about the partnership between YMCA and Swimming with Jenny.

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

Mayor Pizzi asked to combine 13A and D and moved it up after the committee reports.

Mayor Pizzi pulled items 10B, 10C, 10E and 10F from consent.

Councilmember Rodriguez requested to co-sponsor Lama's item on traffic.

Councilman Mestre asked to move 17A after consent.

Town Manager asked to defer Item 13C to the May meeting.

Mayor Pizzi asked to move 13B after consent, before 17A.

Mayor Pizzi made a motion to adopt the agenda as amended and all were in favor. Vice Mayor Daubert was absent.

8. APPOINTMENTS:

There were no appointments.

9. COMMITTEE REPORTS:

Mara Falero, Chair of the EDC, came before town to waive the reading of The Economic Development Committee reports.

Louis Collazo, Chair of the Elderly Affairs Committee, came before the town to recognize the Elderly Affairs Committee's senior living guide. He also mentioned that on May 14 the Committee will be showcasing their partnership with Miami Dade County and their senior services.

Josh Dieguez, Chair of the Neighborhood Improvement Committee, came before the town to waive the reading of the Neighborhood Improvement Committee reports.

10. CONSENT CALENDAR:

A. Approval of Minutes:

- March 1 2016 Regular Council Meeting
- March 15 2016 Special Call Meeting on Adoption of LMS
- March 15 2016 Canal Stabilization Workshop
- March 15 2016 Sign Code Workshop
- March 16 2016 Special Call Meeting on Setting the Date for Special Election

Mayor Pizzi made a motion to approve the items on the consent agenda. The motion received a second from Councilman Mestre and all were in favor. Vice Mayor Daubert was absent.

B. RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES PROVIDING FOR QUALITY NEIGHBORHOOD IMPROVEMENTS PROGRAM PAYMENTS AND TRANSFERRING LOCAL PARKS TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

The Town Attorney read the title of the resolution into the record. Councilman Cid made a motion to approve the resolution. Councilman Mestre seconded the motion and all were in favor. Vice Mayor Daubert was absent.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMIDADE COUNTY AND THE TOWN OF MIAMI LAKES PROVIDING FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FUNDED STORMWATER DRAINAGE PROJECTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

The Town Attorney read the title of the resolution into the record.

Councilman Cid made a motion to approve the resolution. Councilman Rodriguez seconded the motion and all were in favor. Vice Mayor Daubert was absent.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-21, TOWN FIREWORKS DISPLAY TO ZAMBELLI FIREWORKS MANUFACTURING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS PER FISCAL YEAR; 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)

Approved on Consent.

- E. CONTRACT CHANGE ORDER- CONCRETE, CURB AND GUTTER REPLACEMENT. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A CHANGE ORDER UNDER CONTRACT No. 2014-90, FOR CONCRETE, CURB AND GUTTER REPLACEMENT, WITH AUM CONSTRUCTION, INC. IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$166,800 FOR PART "A" OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

The Town Attorney read the title of the resolution into the record.

Councilman Mestre made a motion to approve the resolution and the motion received a second from Councilman Cid. The Town Clerk called the roll and all were in favor. Vice Mayor Daubert was absent.

- F. LAKE MARTHA CONSTRUCTION ADMINISTRATION SERVICES - ADDITIONAL SERVICES. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AUTHORIZING ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE LAKE MARTHA ROADWAY AND DRAINAGE PROJECT UNDER CONTRACT NO. 2012-04 FOR MISCELLANEOUS ENGINEERING SERVICES WITH ADA ENGINEERING, INC.;

MODIFYING THE BUDGET APPROVED FOR FISCAL YEAR 2015-2016 BY ORDINANCE NO. 15-186, AS AMENDED BY ORDINANCE NO. 16-190; 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)

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

- G. CONTRACT ASSIGNMENTS - RIGHT OF WAY MAINTENANCE AND TREE TRIMMING SERVICES. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A CONTRACT AMENDMENT TO ASSIGN CONTRACT 2012-02BG BETWEEN THE TOWN OF MIAMI LAKES AND THE BRICKMAN GROUP LTD, LLC FOR TREE TRIMMING SERVICES TO BRIGHTVIEW TREE CARE SERVICES, INC.; APPROVING A CONTRACT AMENDMENT TO ASSIGN CONTRACT 2012-05RBG BETWEEN THE TOWN OF MIAMI LAKES AND THE BRICKMAN GROUP LTD, LLC FOR GROUNDS MAINTENANCE SERVICES TO BRIGHTVIEW LANDSCAPE SERVICES, INC.; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT AMENDMENTS AND ASSIGNMENTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

Approved on Consent.

11. ORDINANCES-FIRST 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)

Mayor Pizzi made a motion to extend the meeting to midnight. The meeting was seconded by Councilman Lama and all were in favor. Soon thereafter, Mayor Pizzi made a motion to re-consider his motion to extend the meeting. Councilman Mestre seconded his motion. Mayor Pizzi then asked to defer the Mobility Fee ordinance and resolution to

a later date and to schedule a special call meeting before May 2nd. The motion was seconded by Councilman Mingo and all were in favor. Vice Mayor Daubert was absent.

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

Councilman Mingo made a motion to approve the Ordinance in first reading, with the caveat that a Sign Code workshop be held between the first and second reading. The motion received a second from Mayor Pizzi. The Town Clerk called the roll and the Ordinance in first reading passed unanimously, Vice Mayor Daubert was absent.

12. ORDINANCES-SECOND READING (PUBLIC HEARING)

- A. MOBILITY FEE ORDINANCE. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE BY AMENDING ARTICLE III, SECTIONS 13-302 AND 13-304, AMENDING ARTICLE X, CREATING NEW DIVISION 1, GENERALLY, NEW DIVISION 2, MOBILITY FEE AND NEW DIVISION 3, SCHOOL CONCURRENCY, AMENDING SECTIONS 13-2001 AND 13-2002, ADDING SECTIONS 13-2003 THROUGH 13-2013 AND RENUMBERING REMAINING SECTIONS AS NECESSARY; MENDING ARTICLE XI, SECTION 13-2102; 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. (Cid/Rey)

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

Mayor Pizzi asked to defer the Mobility Fee Ordinance and resolution to a later date and to schedule a special call meeting before the May 2nd Council Meeting. The motion was seconded by Councilman Mingo and all were in favor. Vice Mayor Daubert was absent.

13. RESOLUTIONS:

- A. RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, SUPPORTING THE ESTABLISHMENT OF THE (DORMANT) CENTRE LAKE MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT FOR THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF NW 87 AVENUE AND NORTHWEST 154 STREET AND IDENTIFIED BY MIAMI DADE COUNTY TAX FOLIO NO. 32-2016-000-0020 ("DUNNWOODY LAKE"); AND PROVIDING FOR AN EFFECTIVE DATE (Rey)

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

Councilman Lama made a motion to approve the resolution. The motion received a second from Councilman Mestre. The Town Clerk called the roll and the motion passed 5-1. Councilman Cid voted in opposition. Vice Mayor Daubert was absent.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE FOR A NONPUBLIC EDUCATIONAL FACILITY; APPROVING A REQUEST IN ACCORDANCE WITH SECTION 13-304 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN APPROVAL; SUBMITTED FOR PROPERTY LOCATED AT 15201 NW 79TH COURT, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2022-009-0025, IN THE IU-C ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPROVAL WITH A MODIFICATION; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; AND, PROVIDING FOR AN EFFECTIVE DATE. (REY)

The Town Attorney, Raul Gastesi, read the quasi-judicial procedures and the resolution to the record. The Town Clerk swore in anyone wishing to speak.

Mr. Jose Bueno, spoke in support of the resolution.

Mr. John Tingle spoke in support of the resolution.

Mayor Pizzi then opened up the public hearing.

Carol Wyllie spoke in support of the resolution.

Brandon Schaad, Planning Director for the Town of Miami Lakes, presented the item and answered questions posed by the Town Council.

Councilman Lama made a motion to approve the resolution. The motion received a second from Councilman Mestre and the motion passed 4-2. Councilman Cid and Mayor Pizzi voted in opposition. Vice Mayor Daubert was absent.

Mayor Pizzi called for a 5 minute break and Councilman Rodriguez made a motion to take a 5 to 10 minute recess. All were in favor.

- C. SITE PLAN AMENDMENT FOR PROPERTY LOCATED AT 6723 KINGSMOOR WAY. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, DENYING 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; DENYING REQUESTS FOR VARIANCES FROM SUBSECTIONS 13-444 (9) AND 13-444(10) FOR TOWNHOUSE REAR SETBACK REQUIREMENTS AND TOWNHOUSE OUTDOOR PATIO AREA REQUIREMENTS; FOR PROPERTY LOCATED 6723 KINGSMOOR WAY, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2014-009-0370, IN THE RU-TH ZONING DISTRICT; PROVIDING FOR

INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR DENIAL; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (REY)

This resolution was deferred to the May Council Meeting.

- D. RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(2) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A PRELIMINARY PLAT ENTITLED DUNNWOODY LAKE SUBMITTED FOR PROPERTY LOCATED NORTH OF NW 154TH STREET AND BETWEEN NW 87TH AVENUE AND I-75, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2016-000-0020, IN THE RM-13 ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (REY)

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

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

Mayor Pizzi opened up the public hearing.

Gloria Velazquez, spoke in favor of the resolution and urged the Town Council to support and approve said resolution.

Brandon Schaad, Planning Director for the Town of Miami Lakes presented the item and answered questions a posed by the Town Council.

Hugo Arza, spoke in favor of the resolution and urged the Town Council to support and approve said resolution.

Councilman Mingo made a motion to approve the resolution. The motion received a second from Councilman Lama. The Town Clerk called the roll and the motion passed 4-2. Councilman Cid and Mayor Pizzi voted in opposition. Vice Chairman Daubert was absent.

- E. MOBILITY FEE RESOLUTION. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING THE MEAN AUTO OCCUPANCY BY LAND USE AND THE RATE PER DAILY TRIP UNDER THE TOWN OF MIAMI LAKES MOBILITY FEE. PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

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

Mayor Pizzi asked to defer the Mobility Fee ordinance and resolution to a later date and to schedule a special call meeting before May 2nd and the motion was seconded by Councilman Mingo. All were in favor. Vice Mayor Daubert was absent.

14. NEW BUSINESS:

A. Faith Based Initiatives (Cid)

Councilman Cid made a motion for the Town to allow Celebrate Recovery to advertise on the Town's Website, on the Community Calendar, on Facebook Page and all other media services used by the Town and if the Town of Miami Lakes Grants Writer comes across any grant opportunities that the Federal government has regarding faith based initiatives, I would like the Grants Writer to then pass the information along to Pastor Bodin. The motion was seconded by Mayor Pizzi for discussion. The Town Manager emphasized that the Town would not provide for funding but would be more than willing to pass the information to them, if the Grants Writer becomes aware of any opportunity for of this nature. All were in favor. Vice Mayor Daubert was absent.

Mayor Pizzi made a motion to extend the meeting to midnight and the motion received a second from Councilman Rodriguez. Mayor Pizzi then a motion to reconsider the motion that was made to extend the meeting. The motion received a second by Councilman Mestre.

B. Accelerating our Efforts to Resolve Traffic Gridlock (Lama)

Councilman Lama made a motion asking the Town Manager to continue putting pressure on staff and on the related agencies and also asked Mayor Pizzi to accelerate all efforts to resolve the traffic gridlock in our town and to take this before the MPO and request the funding for the NW 67th Avenue and the Gratigny, traffic studies that are going to be conducted and engineering work that is needed for 67th Avenue and the Gratigny, and for all of this to be done quickly. The motion received a second from Mayor Pizzi. The Town Clerk called the roll and all were in favor. Vice Mayor Daubert was absent.

C. Miami Lakes Budget Oversight and Efficiency in Government (Pizzi)

Mayor Pizzi deferred this item and expressed his desire for this item to be discussed during the Budget cycle.

D. Infrastructure Week Across America - May 16 - 23, 2016 (Cid)

Councilman Cid made a motion requesting for a resolution, officially recognizing infrastructure week in the May Council Meeting and he expressed that he would like to coordinate a field trip for the councilmembers to visit the Miami Dade County Traffic Signals and Signs Division and the Miami Dade County Water & Sewage Plant, in order

to celebrate Infrastructure week. Mayor Pizzi seconded the motion and all were in favor. Vice Mayor Daubert was absent.

E. Leveraging Technology for Council Meetings (Lama, Cid)

Councilman Lama asked his colleagues to discuss the use of technology for Town Council Meetings. Specifically, Councilman Lama addressed the use of skype services during the Council Meetings. Councilman Rodriguez seconded Councilman Lama's efforts to discuss the role of skype services in said meetings. Councilman Cid also mentioned his desired for the Town to offer services of skype for public comments and said that he believed it was a good idea for the Town of Miami Lakes.

F. Implementation of Complete Streets Program (Pizzi, Cid)

Mayor Pizzi made a motion directing staff to take affirmative steps to implement the complete street concept throughout the Code, to the extent that it is feasible to the Town. The motion received a second from Councilman Cid.

After some discussion, Mayor Pizzi amended his motion, and directed the Town Manager to come back with a memo, giving the Town Council options on how to implement complete streets program with or without the mobility fee ordinance and for this memo to include options for payments. Councilman Lama seconded this motion and all were in favor. Vice Mayor Daubert was absent.

G. Lobbyist Contract (Lama)

Councilman Lama made a motion requesting the Town Manager to start the process and evaluate what the criteria would be with respect to the lobbying firm that would start services in January 2017, given the fact that the current lobbyist contract is due to expire in January 2017. Councilman Lama stated that he would like the service to be bid out. Mayor Pizzi seconded the motion and all were in favor.

H. Avoidance of Traffic Obstruction

Mayor Pizzi asked the Town Manager to explain what is the Town's protocol and procedure on notification and mitigation of impact on construction projects in our town. The Town Manager explained that the Town uses the Miami Laker, social media, the Town Website and Smart Sign to communicate to the residents. Also, the Town Manager explained that if the project can start and stop, the project is done during off hours and during the weekends. If the project is one that cannot start and stop, the Town Manager will aim to finish the construction project as soon as possible.

Town Manager also explained that staff is developing a community calendar, in which all projects that will be done by the Town, by ATT, and by Water & Sewage, will be

included in said calendar, so that residents can have access to the calendar and be informed at all times relevant, of what project is going to be taking place and

15. MAYOR AND COUNCILMEMBER REPORTS:

A. National League of Cities Congressional City Conference (Cid)

Councilman Cid requested to skip the Mayor and Councilmember's report due to time constraints. All were in favor.

B. Roadway Expansion of Windmill Gate Rd (Rodriguez)

Councilman Cid requested to skip the Mayor and Councilmember's report due to time constraints. All were in favor.

C. Meeting with County Mayor (Pizzi)

Councilman Cid requested to skip the Mayor and Councilmember's report due to time constraints. All were in favor.

D. Flood Insurance Rating (Pizzi)

Councilman Cid requested to skip the Mayor and Councilmember's report due to time constraints. All were in favor.

E. Swimming with Jenny Program (Pizzi)

*This item required a waiver of Section 6.7 of the Council Rules and Procedures.

Mayor Pizzi asked the Town Manager for the Town of Miami Lakes to work with "Swimming with Jenny" and with the Opa Locka Airport Flight Expo Program and to help with the promotion of these two programs. Mayor Pizzi stated that these two programs would not require expenditures of funds.

16. MANAGER'S REPORT:

A. Boat Storage Yard

The Town Manager explained that the Town has been engaging in conversations with Miami Dade Aviation Department regarding a possible location for the Boat Yard facility. The Town Manager explained that the next step is to send a letter to Miami Dade Aviation Department expressing that the Town is interested in purchasing a property from them, so they can start the process to declare a surplus and for them to appraise the value. The Town Manager clearly stated that it does not mean that the Town would need to purchase the property but it would initiate the process and help them make a determination as to whether or the Town agrees with the appraised value. Councilman

Cid made a motion in accordance to the Town Manager's recommendation. Councilman Rodriguez seconded it and all were in favor. Vice Mayor Daubert was absent.

B. Charter Revision Voter's Guide

Mayor Pizzi made a motion to extend the meeting for 15 minutes more minutes. All were in favor.

Mayor Pizzi made a motion to send the Voter's Guide to the Good Government, for them to review the language and to do a notice in The Laker and in the Town Website. The motion died due to a lack of second.

Shortly thereafter, Mayor Pizzi made a motion to send the language of the Voter's Guide to the Good Government and to let them review it. Councilman Lama seconded the motion and all were in favor.

Then, Councilman Lama made a motion to send the language of the Voter's Guide to the Good Government for them to review it, condense it, get rid of any inflammatory language, neutralize it and send it out as is, via a mailer. This motion was seconded by Councilman Mestre and all were in favor.

17. ATTORNEY'S REPORT:

A. Mayor Pizzi's Litigation against the Town of Miami Lakes

In regards to the remaining lawsuit where the Mayor is seeking \$2 million in attorney's fees for his criminal defense, Mr. Gastesi explained that an email circulated from the Mayor's Legal team expressing their intention to abate the cause of action for 45 days. Mr. Gastesi explained that he has asked the Mayor's legal team to abate the cause of action while he proceeds against the insurance company. However, Mr. Gastesi stated that the 45 days are over and that the Mayor's Legal team has proceeded with the litigation and in full force. Mr. Gastesi said that the legal fees will be extensive and he proceeded to ask for an Executive Session.

Once Mr. Gastesi finished speaking, Mr. Reiner, Mayor Pizzi's attorney, asked to speak. Mayor Pizzi then made a motion to open the Public Comments section and after discussion, the motion was seconded by Councilman Mingo. All were in favor.

Mr. David Reiner spoke about the hearing scheduled to take place on May 13th which is a Motion to Dismiss hearing that was coordinated with the Town's Attorney. He also mentioned that other hearings have been scheduled to take place. Regarding the Insurance case, he stated that a complaint has been filed but that no motion to dismiss has been filed.

After much discussion, Ms. Esther Colon spoke about following proper and historically procedure that must be respected during the public comments section of the meeting. She also spoke about the appearance of impropriety of having public comments re-opened after that section of the meeting was closed and about the public records that she will continue doing to educate herself and others about the legal expenses incurred by the Town.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 12:11 p.m.

Approved this 3rd day of May 2016.

Michael Pizzi, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Site Visit to Loch Ness Pump Station
April 6, 2016
6:30 p.m.
Loch Ness Pump Station
6941 Loch Ness Drive, Miami Lakes, FL

1. Call to Order:

The meeting began at 6:40 pm

Present at the meeting were: Mayor Michael Pizzi; Vice-Mayor Tim Daubert; Councilman Nelson Rodriguez; Councilman Tony Lama; Councilman Ceasar Mestre; Commissioner Esteban Bovo; Tony Lopez, Chief of Operations; Adriana Lamar, Water and Sewer; Tere Garcia, Public Station Improvement Program; Antonio Cotarelo, Miami-Dade Water and Sewer Department (“MDWASD”) Assistant Director; members of the Loch Ness Homeowner’s Association; and, other employees of MDWASD.

2. Business Items Discussed:

A. Loch Ness Pump Station

Residents spoke about their concerns relating to the pump station. The roadway area is flooding and there is a smell emanating from the pump station. Miami Dade County has pictures taken prior to the work being done which show that the roadway area was already flooding before the pump station was put in place. The roadway is a jurisdiction of the Town. A resident stated that while there was some flooding before, it is much greater now. Residents also mentioned that trees and a park bench are missing. Residents were not given concept plans of what the pump station would look like and requested that this process be handled differently for future projects. Commissioner Bovo stated that a punch list is to be expected during these construction projects. MDWASD stated that the pump station cannot be moved and the panels need to be close to the pump station, based on DERM regulations and safety concerns. There is also a pending action by MDWASD to rotate the remaining pump panels. Residents adjacent to the homes complained that the tree installed was of poor quality and MDWASD stated it was to be replaced and a punch list will be developed of remaining items.

3. Actions to be Taken:

- A. Commissioner Bovo’s office will update the residents monthly.
- B. Miami Dade County and the Town of Miami Lakes will coordinate to assist with the flooding problem.

- C. A filter will be placed at the pump station to help remove the smell.
- D. Commissioner Bovo will be shown the plan for landscaping around the pump station, which will include a replacement of a tree in front of resident's home.
- E. Commissioner Bovo's staff will coordinate with Tony Lopez to give the Town Council a report on the progress of the pump station
- F. Residents will receive a timeline for the punch-list items discussed.

The meeting was adjourned at 7:58 p.m.

Approved this ____ day of _____, 2016

Michael Pizzi, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
ATTORNEY-CLIENT EXECUTIVE SESSION
April 18, 2016
5:30 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 5:39pm.

2. Roll Call

The Town Clerk, Gina Inguanzo, called the roll and the following Councilmembers were present: Tony Lama, Ceasar Mestre, Nelson Rodriguez, Frank Mingo, Manny Cid, and Vice Mayor Daubert. Mayor Michael Pizzi was not present.

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, Ceasar 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, to initiate the closed session.

Following the closed session and termination of the Executive Attorney-client session, the Town Council returned to the Council Chambers and reconvened in open session. 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: Manny Cid, Tony Lama, Ceasar Mestre, Nelson Rodriguez and Vice Mayor Tim Daubert. Councilman Frank Mingo and Mayor Michael Pizzi were not present. No motions were made.

6. Adjournemnt

There being no further business, the meeting adjourned at 7:25 pm.

Approved this ____ day of _____, 2015.

Michael A. Pizzi, Jr, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Special Call Meeting
April 25, 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 PM.

2. ROLL CALL:

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

3. PLEDGE OF ALLEGIANCE:

Geoffrey Shideler led the Pledge of Allegiance.

4. MOMENT OF SILENCE

Mayor Pizzi called for a moment of silence.

5. PUBLIC COMMENTS

Geoffrey Shideler came before the Town Council to speak in favor of the mobility fee. He stated that the fee is consistent with the overall goal of relieving traffic gridlock, that the data is reliable, and that the fee is progressive.

6. ORDINANCES-SECOND READING:

A. MOBILITY FEE ORDINANCE. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE BY AMENDING ARTICLE III, SECTIONS 13-302 AND 13-304, AMENDING ARTICLE X, CREATING NEW DIVISION 1, GENERALLY, NEW DIVISION 2, MOBILITY FEE AND NEW DIVISION 3, SCHOOL CONCURRENCY, AMENDING SECTIONS 13-2001 AND 13-2002, ADDING SECTIONS 13-2003 THROUGH 13-2013 AND RENUMBERING REMAINING SECTIONS AS NECESSARY; AMENDING ARTICLE XI, SECTION 13-2102; 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. (Cid/Mestre/Rey)

Mayor Pizzi made a motion to amend Section 2B and 2C of the Site Plan Specific Review procedures for site plans to come before the Town Council for residential development areas that are larger than 1 acre or more, or if it is a commercial development area of more than 25,000 square feet. The motion died due to a lack of a second.

Councilman Manny Cid made the motion to adopt the Ordinance on second reading. The motion received a second from Councilman Ceasar Mestre. The Town Clerk called the roll and the motion passed unanimously.

7. RESOLUTION

MOBILITY FEE RESOLUTION. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING THE MEAN AUTO OCCUPANCY BY LAND USE AND THE RATE PER DAILY TRIP UNDER THE TOWN OF MIAMI LAKES MOBILITY FEE. PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Councilman Manny Cid made the motion to approve the Mobility Fee resolution. The motion received a second from Councilman Nelson Rodriguez. The Town Clerk called the roll and the motion passed unanimously.

8. ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 7:03 p.m.

Approved this 3rd day of May 2016.

Michael A. Pizzi, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Sign Code Workshop
April 25, 2016
6:30 PM
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Pizzi called the meeting to order at 7:10 PM.

2. ROLL CALL:

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

3. PLEDGE OF ALLEGIANCE:

Mayor Pizzi led the Pledge of Allegiance.

4. MOMENT OF SILENCE

Councilman Manny Cid led the moment of silence.

5. PUBLIC COMMENTS

No public comments.

6. SIGN CODE WORKSHOP:

Brandon Schaad, Director of Planning and Zoning, made a presentation of the proposed sign code amendments to the Town of Miami Lakes Sign Code (Article IX of the Land Development Code). Mr. Schaad answered questions posed by the Town Council in regards to the decision of the U.S. Supreme Court in the case of *Reed v. Town of Gilbert*, decision that was issued in June 2015.

Mayor Pizzi directed staff to request a copy of the legal opinions given by Florida League of Cities and National League of Cities regarding the above mentioned case law, and to please provide said copies to the Town Council.

The Town Attorney, Town Manager and Town Council all agreed to wait and allow legal opinions to be emitted on this case law and bring it back before the July Council Meeting.

7. ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 7:51 p.m.

Approved this 3rd day of May 2016.

Michael A. Pizzi, Mayor

Attest:

Gina M. Inguanzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: RLI 2016-28 Facilities Technician Services, Award

Date: May 3, 2016

Recommendation:

It is recommended to award three multi-year contracts to the highest ranked firms, D & M Construction of Dade County, La Perla Contractors, Inc. and Eskimo Air Conditioning and appliances for Facilities Technician Services for an annual amount not to exceed budgeted funds per fiscal year.

Background:

The Town currently provides facilities maintenance services thru a contract with South Florida Maintenance (SFM) that is due to expire December, 2017. The current year budget for this service is approximately \$80,000 per year.

Staff felt that we could get lower prices and better qualified individuals by contracting with smaller firms where the overhead would be lower. To that end, the Town of Miami Lakes ("Town") issued RLI ("Request for Letters of Interest") No. 2016-28 Facilities Technician Services, on February 4, 2016, in order to procure qualified contractor(s) to provide various trade and handyman services to the Town on a continual basis. Services include but are not limited to painting, plastering, minor plumbing, minor electrical, HVAC, carpentry, flooring, carpeting and minor cosmetic repairs.

The solicitation was advertised in the Miami Daily Business Review, posted on the Town's Contractual Opportunities web page, noticed in the Town Hall lobby, and sent to at least twenty-five (25) potential respondents.

The Evaluation Committee ("Committee") comprised of the following individuals met on February 22, 2016 to evaluate the submittals and establish the ranking of the firms:

1. Eliezer Palacio, Building Official
2. Luis Sanchez, Facilities & Property Manager
3. Daniel Angel, Business Operations Supervisor

The six (6) responses were evaluated based on the criteria set forth in the solicitation:

1. Overall Experience and Proposed Personnel's History Performing Similar Work – 25 Points
2. Range of Trade Knowledge, Skills and Abilities – 50 Points
3. Client References and Ability to Perform – 25 Points = 100 Possible Points

The Committee ranked the responses as follows:

| Firm | Total Points | Ranking |
|---|---------------------|----------------|
| D&M Construction of Dade County "D&M" | 293 Points | 1 |
| La Perla Contractors, Inc. "La Perla" | 271 Points | 2 |
| Eskimo Air Conditioning & Appliances "Eskimo" | 265 Points | 3 |
| Ceepco Contracting LLC | 178 Points | 4 |
| Professional Services Management, Inc. | 162 Points | 5 |
| Executive Cleaning Services LLC | 115 Points | 6 |

The three highest ranked firms, D&M, La Perla and Eskimo, were established as the shortlist as the Committee felt the range of disciplines offered were consistent with the Town's ongoing needs. Reference verifications, background checks and interviews were conducted for the three firms, no issues arose. Upon my approval of the Committee's recommendation to establish hourly rates through competitive negotiations with the shortlisted firms, I encouraged two separate fixed hourly rates, given that potential work orders run the gamut between non-skilled (moving heavy boxes) and skilled tasks (minor repairs/renovations such as replacing doors or floor resurfacing). Under the current Handyman agreement, the Town pays a flat rate of \$23.00 per hour regardless of the type of work.

The proposed hourly rates are as follows:

| Firms | Non-Skilled Per Hour | Skilled Per Hour | Materials/Equipment Mark-up |
|--------------|-----------------------------|-------------------------|------------------------------------|
| D&M | -- | \$25.00 | 5% |
| La Perla | \$15.00 | | (Not to exceed) |
| Eskimo | -- | | |

In order to secure the unskilled rate with La Perla, the Town committed to 40 hours per week of unskilled work. The Project Manager reserves the right to reduce the amount of hours upon

14-day advanced written notice.

Assuming an equal split between skill and non-skill work, the new blended rate will be \$20 per hour or approximately a 15% reduction.

A percentage for mark-up on materials and equipment was included as an option should user departments determine it to be advantageous in lieu of using staff time to obtain materials. The Town can access these hourly rates for labor on Town-as-General-Contractor projects.

In accordance with the above, the Committee recommends that the Town award agreements in substantially the attached form to D&M Construction of Dade County, La Perla Contractors, Inc. and Eskimo Air Conditioning and Appliances in an amount not to exceed budgeted funds per fiscal year for an initial three (3) year term with two (2) additional 12-month renewal options.

Attachments:

Exhibit A: Contract 2016-28 D&M

Exhibit B: Contract 2016-28 La Perla

Exhibit C: Contract 2016-28 Eskimo

Resolution - Awarding Contract - RFLI 2016-28

RESOLUTION NO. 16-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AWARDING CONTRACTS FOR FACILITIES TECHNICIAN SERVICES TO D AND M CONSTRUCTION OF DADE COUNTY, INC., LA PERLA CONTRACTORS, INC., AND ESKIMO AIR CONDITIONING AND APPLIANCES; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 4, 2016, the Town of Miami Lakes, Florida (“the Town”) issued Request for Letters of Interest, which is a simplified version of the RFQ process, number 2016-28 (“RFLI 2016-28”) for Facilities Technician Services, and six (6) responses were submitted thereto; and

WHEREAS, the Town through RFLI 2016-28 the Town sought to procure qualified contractor(s) to provide various trade and handyman services to the Town on a continual basis, which services include painting, plastering, minor plumbing, minor electrical, HVAC, carpentry, flooring, carpeting and minor cosmetic repairs; and

WHEREAS, an Evaluation Committee reviewed the responses based on the criteria set forth in RFLI 2016-28 and ranked the six (6) responses, which established D and M Construction of Dade County, Inc. (“D&M”), La Perla Contractors, Inc. (“La Perla”), and Eskimo Air Conditioning Air and Appliances (“Eskimo”) as the three (3) highest ranked firms; and

WHEREAS, the Town Manager has determined, based on the recommendations of the Evaluation Committee, that D&M, La Perla, and Eskimo are the firms best suited to meet the Town’s needs; and

WHEREAS, the Town Manager has negotiated terms and recommends an award of contracts pursuant to RFLI 2016-28 to D&M, La Perla, and Eskimo; and

WHEREAS, D&M, La Perla, and Eskimo will be responsible for various trade and handyman services to the Town on a continual basis; and

WHEREAS, the Town Council approves of the Town Manager's recommendations and authorizes the Town Manager to enter into contracts with D&M, La Perla, and Eskimo pursuant to RFLI 2016-28 in an amount not to exceed budgeted funds.

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 Contracts. The Town Council hereby approves the award of contracts, pursuant to RFLI 2016-28, to D and M Construction of Dade County, Inc., La Perla Contractors, Inc., and Eskimo Air Conditioning Air and Appliances for Facilities Technician Services.

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 entered with D and M Construction of Dade County, Inc., La Perla Contractors, Inc., and Eskimo Air Conditioning Air and Appliances for Facilities Technician Services.

Section 4. Execution of the Contracts. The Town Manager is authorized to execute Contract 2016-28 with D and M Construction of Dade County, Inc., La Perla Contractors, Inc., and Eskimo Air Conditioning Air and Appliances for Facilities Technician Services on behalf of the Town in substantially the forms attached hereto as **Exhibit "A," Exhibit "B,"** and **Exhibit "C,"** respectively, and to execute any required agreements and/or documents to implement the terms and conditions of the contracts and to execute any extensions and/or amendments to the contracts, subject to 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 Contracts 2016-28.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this 3rd day of May, 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”

Facilities Technician Services

Contract No. 2016-28



The Town of Miami Lakes Council:

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

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

SECTION 1

TERMS AND CONDITIONS

1.1 DEFINITION OF TERMS

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Contract means the documents that have been executed by the Contractor and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, to include but not be limited to clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Emergency Work means Work identified by the Town that requires the Contractor to respond with Personnel within sixty (60) minutes of notification by the Project Manager(s).

Personnel means a person(s) assigned by the Contractor to complete the Work under assigned under the Contract, including all tools, equipment and means of transportation necessary to perform the Work.

Materials mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

Premium Time means any time outside of Regular Hours during which Contractor shall be paid at 1.5 times the hourly rate stated in the Bid Form.

Project Manager means the individual(s) assigned by the Town Manager to manage the Work assigned and performed under the Contract.

Regular Hours means the hours specified in Article 1.48 during which the Contractor shall be paid.

Services mean the Scope of Work and all of the tasks required by the Contract Documents.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work or Task means work or tasks to be completed as issued under the Contract.

Work Order means a document issued by the Town awarding a specific Project to a Contractor.

1.2 INTENTION OF THE TOWN

It is the intent of the Town to describe herein the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.3 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

Dates and time periods set forth in any Work Order issued under the Contract for the commencement and completion of Work is included because of its importance to the Town.

1.4 NOTICES

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

For Town:

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

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

For Contractor:

D & M Construction of Dade County

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

1.5 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

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

- Revisions and Change Orders to the Contract shall govern over the Contract.
- The Contract Documents shall govern over the Contract.

- Terms and Conditions in the Contract will govern over terms and conditions stated on the plans or in the specifications.

1.6 INDEMNIFICATION

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

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

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

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

1.7 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** For all employees of the Contractor as required by Florida Statute 440
- b. Employer's Liability:** Limit for each bodily injury by an accident shall be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must

be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. Commercial General Liability ("CGL"). This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation

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

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

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

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

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order/work order is contingent upon receipt and maintaining of the required insurance documents. Failure to comply may result in the rescission of the award.

The Contract is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default.

1.8 GENERAL REQUIREMENTS

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

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

The Contractor agrees to replace any of the Contractor's personnel assigned to a Task(s) if so requested by the Project Manager, should the Project Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

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

The Contractor shall at all times cooperate with the Project Manager and coordinate its respective Work efforts to most effectively and efficiently performance of the Work.

1.9 RULES AND REGULATIONS

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

1.10 SITE INVESTIGATION AND REPRESENTATION

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the Work. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Project Manager.

1.11 METHOD OF PERFORMING THE WORK

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

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

The Contractor shall protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor shall be responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, irrigation, walks, drives, structures or utilities). Contractor shall be

responsible for documentation including photos of the work site before and after the authorized services/work is conducted to verify property's pre-existing and post-existing condition.

1.12 COORDINATION OF THE WORK

Operations and events/programs may be ongoing at locations where Work will be performed. The Contractor shall coordinate the Work with the Project Manager to minimize any potential adverse impacts.

1.13 SAFETY PRECAUTIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees.

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

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

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

The Contractor shall provide such equipment as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the performance of the Work. Contractor shall immediately report to the Project Manager every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide a complete set of Material Safety Data Sheets (MSDS) to the Project Manager prior to initial product utilization. This information must be provided prior to the use of any such materials, or supplies.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

1.14 LABOR, MATERIALS, AND EQUIPMENT

Unless otherwise directed by the Project Manager, Contractor shall provide labor, tools, equipment, means of transportation, and any other non-consumable articles necessary for the proper execution and completion of the Work. The Town may supply all consumable materials to be used in the performance of services; however the Town reserves the right to access materials and equipment through the Contractor using the pre-determined percentage mark-up.

In addition to materials required to complete the Work, the Town may also provide equipment such as an electronic tablet or other device to be utilized by the Contractor. The Contractor shall ensure that the device is kept in good working condition and will be responsible for paying for repairs or replacement costs if the device is damaged, lost or stolen while checked out by the Contractor.

The Town may rent specialty equipment including bucket trucks, hi-lifts, and scaffolding and similar items; however the Town reserves the right to access equipment through the Contractor using the pre-determined percentage mark-up.

At the Project Manager's direction, Contractor shall be responsible for pick up and drop off of rental equipment as applicable.

1.15 PROJECT SUPERVISION

Contractor shall be responsible for all supervision of the Work to ensure that the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor shall meet as often as deemed necessary by the Project Manager, before, during, or after the performance of the Work to review the Work and resolve any outstanding issues.

1.16 SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract, unless approved by the Town Manager.

1.17 AUTHORITY OF THE PROJECT MANAGER(S)

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

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

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

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

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

The Project Manager or designee shall inspect the Work and has the authority to reject Work that does not conform to the Contract Documents.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work. The Project Manager will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Work.

1.18 DEFECTIVE OR NON-COMPLIANT WORK

Contractor shall promptly either correct all rejected Work or remove such rejected Work and replace it with compliant Work. Contractor shall bear all direct, and indirect costs of such removal or corrections.

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

1.19 TAXES

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

1.20 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ under the Contract any unfit person or anyone not skilled in the Work to which they are assigned.

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

The Town may request that a Contractor's employee be removed for accepting gratuities.

1.21 CLAIMS

Any claim shall be made by written notice by Contractor to the Town representatives identified in Article 1.4 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

1.22 DISPUTES AND MEDIATION

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

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

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 1.4, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.4, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

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

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

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

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

1.23 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 Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

1.24 FRAUD AND MISREPRESENTATION

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

1.25 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 Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

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

1.26 TERMINATION FOR CONVENIENCE

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

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

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

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

1.27 CONTRACTOR'S RIGHT TO TERMINATE

The Contractor will have the right to terminate this Agreement, in writing, within thirty (30) days from the date of the Town's receipt of a written statement from Contractor except that when an open permit exists.

1.28 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.

1.29 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract.

1.30 INDEPENDENT CONTRACTOR

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

1.31 THIRD PARTY BENEFICIARIES

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

1.32 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder.

Any transference without Town approval shall be cause for the Town to terminate this Contract.

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

1.33 MATERIALITY AND WAIVER OF BREACH

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

1.34 DEFENSE OF CLAIMS

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

1.35 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds.

1.36 ACCESS TO AND REVIEW OF RECORDS

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

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

1.37 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

1.38 APPLICABLE LAW AND VENUE OF LITIGATION

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

1.39 ATTORNEY'S FEES AND COSTS

Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

1.40 NON-EXCLUSIVE CONTRACT

The Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services enumerated herein, or any portion thereof, as it sees fit, including but not limited to: Award of other contracts, use of another contractor, or perform the Work with its own employees.

1.41 SEVERABILITY

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

1.42 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the

subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.43 ENTIRE AGREEMENT

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

1.44 COMPENSATION AND WORK HOURS

The Contractor shall provide pre-approved Personnel on an as needed basis at the direction of the Project Manager or designee. A Work Order will define appropriate scope tier in accordance with Attachment "A". Contractor shall be paid for actual work performed unless otherwise stipulated in Work Order. The Town will schedule work in four hour blocks and if the Town fails to do so will guarantee a minimum of four (4) times the hourly rate.

For the purposes of this agreement, the Town's business hours are 8:30 am until 5:00 pm, Monday through Friday. Special Town events may be held on Saturdays between the hours of 8:00 am until 10:00 pm. Overtime rates shall apply to any work commenced outside of aforementioned hours or on Sunday at a rate of 1.5 times the regular hourly rate. No overtime rates are permitted on equipment. All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing.

The Town reserves the right to request Contractor's Price Proposal for minor Town-owned projects. The Price Proposal submitted by the Contractor shall establish the time to perform a Work Order.

1.45 CONTRACT TERM

This Agreement shall be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew (OTR) the Contract for two (2) additional twelve (12) month periods. Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

1.46 PRICE ADJUSTMENTS DURING THE CONTRACT

Contractor's price(s) shall remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI) calculated by the U.S. Department of Labor as applied to the County of Miami-Dade using the Consumer Price Index, Miami, All Urban Consumers figures provided for the period ending December 31 and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor not later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of the new Contract year. Retroactive increases shall not be permitted.

1.47 INVOICES

Contractor shall provide the Town with an invoice every thirty (30) days. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. At a minimum the invoice must contain the following information:

- Name and address of the Contractor

- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Applicable hourly rate(s)
- Extension amount(s)
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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

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

- Defective/Rejected Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to provide any and all documents required by the Contract Documents.
- Any amount of any claim by a third party;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings. Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

1.48 UNIFORMS

All Contractor employees shall wear a distinctive, neat, and freshly laundered uniform shirt as provided by the Town. The Project Manager may request removal of any employee not properly uniformed. Uniform, including shoes, color and design, must be approved by the Project Manager.

Appropriate protective clothing, shoes and other safety equipment must be worn as required by the Project Manager.

1.49 VEHICLE IDENTIFICATION

The Town shall issue a vehicle identification magnet with the Town's logo to Contractor on a check-out basis. All vehicles used in the performance of Contractor's work/services shall be identified accordingly. Under no circumstances shall the Contractor display the magnet when not performing pre-authorized services for the Town.

1.50 SCAVENGING

Scavenging by any of the Contractor's personnel is prohibited and the Project Manager may require removal any employee who scavenges from performing any further Work.

1.51 WARRANTY

Contractor shall warrant its work for ninety (90) days from date of completion. Where equipment is installed the manufacturer's warranty shall be provided to the Town.

End of Section

SECTION 2
WORK ORDER ASSIGNMENTS

2.1 WORK ORDER BASED TASKS

A Work Order must be issued for all Work performed under the Contract. Work Orders may be issued based hourly rates, or time and materials depending on the type of Work to be performed with payments based on the rates established in Attachment "A". The chosen methodology will be the most cost-effective for the Town, taking into account administrative time, necessary coordination, required materials and other factors. The execution of the contract does not entitle Contractor to perform any specific Work or job.

Upon identifying Tasks to be performed on an as needed basis, the Project Manager will notify the Contractor of the required services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing
- A request for a Work Order Proposal ("WOP") for review by the Project Manager

A. Work Orders for As-Needed Tasks

The Project Manager may issue a Work Order based on pre-established Contract Pricing. In such instances the Work Order shall include:

- Scope of Work, including the location of the Work and whether a site visit is required
- Timeframe for performing the Work
- Any additional information necessary to complete the Task

B. Work Order Proposals for Work on Minor Town-owned construction projects – Not to exceed \$10,000 per request

The Project Manager may request a WOP where time and materials or non pre-priced items are included in the Work. As part of the request for a WOP the Project Manager shall include:

- Work to be performed
- Location of the Work
- Any special requirements or equipment necessary to perform the work

Contractor shall prepare a WOP that includes the following:

- Cost to perform the Work in accordance with ceiling rates established in Attachment "A". The request for WOP may stipulate how the cost is to be provided such as time and materials, task order, etc. and will also identify if materials and equipment costs are to be included in the price or are to be shown as reimbursable. Project Manager must pre-authorize in writing any reimbursable.
- Timeframe from completion of the Work from receipt of Work Order.
- Any other information requested by the Project Manager

End of Section

ATTACHMENT "A"

Contract Rates

Non-Skilled Rate \$ NA /per hour

Skilled Rate \$ 25 /per hour

Mark-up for materials/equipment* % 5 (Not to exceed)

* Supplier invoice must be attached as support to any Contractor mark-up items. The mark up only applies to Contractor furnished materials and equipment.

Work Category Examples

A. Non-Skilled

- Moving, pickup and delivery of any materials.
- Paint touch ups.
- Furniture moving and minor adjustments.
- Replacement of light bulbs.
- Hanging frames.
- Replace battery of frames.
- Replace water filters.
- Set up and break down for town wide events.
- Clean and organize offices/storage areas.
- Graffiti removal.

B. Skilled

- Restore and repair concrete surfaces.
- Resurface and replace damage floors, walls, pavements and other concrete structures.
- Level and straighten surfaces.
- Provide a floated, troweled or texture surface.
- Cure and protect concrete surfaces.
- Minor plumbing repairs.
- Test and identify plumbing problems, repairing or replacing where necessary.
- Heavy equipment and/or hand tools operations.
- Repairs, identifies breakdowns, and replaces joints, valves, pumps, and boiler.
- Conducts preventive plumbing maintenance work as needed.
- Test and identify electrical problems, repairing or replacing where necessary.
- Inspect electrical components, including transformers and circuit breakers.
- Install wire and lighting systems.
- Install new or repair existing fence systems.
- Paint interior or exterior.
- Test and identify HVAC problems, repairing or replacing where necessary.
- Provide monthly HVAC services to all town facilities.
- Carpentry services including new or repair of existing.
- Replace and adjustment of door hardware.
- Install of benches and park equipment.
- Replace and install traffic signs.

SECTION 4
FORMS

ANTI-KICKBACK AFFIDAVIT

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

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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 _____

(type of identification) My commission expires _____

(Printed, typed or stamped commissioned name notary public)

END OF SECTION

CONTRACT EXECUTION FORM

This Contract _____(contract number) made this ____ day of _____ in the year ____ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inganzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

D & M Construction of Dade County

By: _____

By: _____

Name: _____

Title: _____

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

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20____.

Corporate Secretary

(Corporate Seal)

Facilities Technician Services

Contract No. 2016-28



The Town of Miami Lakes Council:

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

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

SECTION 1

TERMS AND CONDITIONS

1.1 DEFINITION OF TERMS

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Contract means the documents that have been executed by the Contractor and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, to include but not be limited to clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Emergency Work means Work identified by the Town that requires the Contractor to respond with Personnel within sixty (60) minutes of notification by the Project Manager(s).

Personnel means a person(s) assigned by the Contractor to complete the Work under assigned under the Contract, including all tools, equipment and means of transportation necessary to perform the Work.

Materials mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

Premium Time means any time outside of Regular Hours during which Contractor shall be paid at 1.5 times the hourly rate stated in the Bid Form.

Project Manager means the individual(s) assigned by the Town Manager to manage the Work assigned and performed under the Contract.

Regular Hours means the hours specified in Article 1.48 during which the Contractor shall be paid.

Services mean the Scope of Work and all of the tasks required by the Contract Documents.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work or Task means work or tasks to be completed as issued under the Contract.

Work Order means a document issued by the Town awarding a specific Project to a Contractor.

1.2 INTENTION OF THE TOWN

It is the intent of the Town to describe herein the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.3 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

Dates and time periods set forth in any Work Order issued under the Contract for the commencement and completion of Work is included because of its importance to the Town.

1.4 NOTICES

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

For Town:

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

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

For Contractor:

La Perla Contractors, Inc.

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

1.5 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

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

- Revisions and Change Orders to the Contract shall govern over the Contract.
- The Contract Documents shall govern over the Contract.

- Terms and Conditions in the Contract will govern over terms and conditions stated on the plans or in the specifications.

1.6 INDEMNIFICATION

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

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

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

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

1.7 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. **Worker's Compensation and Employer's Liability Insurance:** For all employees of the Contractor as required by Florida Statute 440
- b. **Employer's Liability:** Limit for each bodily injury by an accident shall be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. **Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must

be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. Commercial General Liability ("CGL"). This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation

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

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

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

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

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order/work order is contingent upon receipt and maintaining of the required insurance documents. Failure to comply may result in the rescission of the award.

The Contract is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default.

1.8 GENERAL REQUIREMENTS

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

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

The Contractor agrees to replace any of the Contractor's personnel assigned to a Task(s) if so requested by the Project Manager, should the Project Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

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

The Contractor shall at all times cooperate with the Project Manager and coordinate its respective Work efforts to most effectively and efficiently performance of the Work.

1.9 RULES AND REGULATIONS

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

1.10 SITE INVESTIGATION AND REPRESENTATION

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the Work. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Project Manager.

1.11 METHOD OF PERFORMING THE WORK

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

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

The Contractor shall protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor shall be responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, irrigation, walks, drives, structures or utilities). Contractor shall be

responsible for documentation including photos of the work site before and after the authorized services/work is conducted to verify property's pre-existing and post-existing condition.

1.12 COORDINATION OF THE WORK

Operations and events/programs may be ongoing at locations where Work will be performed. The Contractor shall coordinate the Work with the Project Manager to minimize any potential adverse impacts.

1.13 SAFETY PRECAUTIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees.

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

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

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

The Contractor shall provide such equipment as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the performance of the Work. Contractor shall immediately report to the Project Manager every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide a complete set of Material Safety Data Sheets (MSDS) to the Project Manager prior to initial product utilization. This information must be provided prior to the use of any such materials, or supplies.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

1.14 LABOR, MATERIALS, AND EQUIPMENT

Unless otherwise directed by the Project Manager, Contractor shall provide labor, tools, equipment, means of transportation, and any other non-consumable articles necessary for the proper execution and completion of the Work. The Town may supply all consumable materials to be used in the performance of services; however the Town reserves the right to access materials and equipment through the Contractor using the pre-determined percentage mark-up.

In addition to materials required to complete the Work, the Town may also provide equipment such as an electronic tablet or other device to be utilized by the Contractor. The Contractor shall ensure that the device is kept in good working condition and will be responsible for paying for repairs or replacement costs if the device is damaged, lost or stolen while checked out by the Contractor.

The Town may rent specialty equipment including bucket trucks, hi-lifts, and scaffolding and similar items; however the Town reserves the right to access equipment through the Contractor using the pre-determined percentage mark-up.

At the Project Manager's direction, Contractor shall be responsible for pick up and drop off of rental equipment as applicable.

1.15 PROJECT SUPERVISION

Contractor shall be responsible for all supervision of the Work to ensure that the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor shall meet as often as deemed necessary by the Project Manager, before, during, or after the performance of the Work to review the Work and resolve any outstanding issues.

1.16 SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract, unless approved by the Town Manager.

1.17 AUTHORITY OF THE PROJECT MANAGER(S)

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

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

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

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

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

The Project Manager or designee shall inspect the Work and has the authority to reject Work that does not conform to the Contract Documents.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work. The Project Manager will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Work.

1.18 DEFECTIVE OR NON-COMPLIANT WORK

Contractor shall promptly either correct all rejected Work or remove such rejected Work and replace it with compliant Work. Contractor shall bear all direct, and indirect costs of such removal or corrections.

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

1.19 TAXES

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

1.20 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ under the Contract any unfit person or anyone not skilled in the Work to which they are assigned.

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

The Town may request that a Contractor's employee be removed for accepting gratuities.

1.21 CLAIMS

Any claim shall be made by written notice by Contractor to the Town representatives identified in Article 1.4 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

1.22 DISPUTES AND MEDIATION

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

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

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 1.4, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.4, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

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

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

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

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

1.23 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 Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

1.24 FRAUD AND MISREPRESENTATION

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

1.25 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 Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

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

1.26 TERMINATION FOR CONVENIENCE

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

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

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

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

1.27 CONTRACTOR'S RIGHT TO TERMINATE

The Contractor will have the right to terminate this Agreement, in writing, within thirty (30) days from the date of the Town's receipt of a written statement from Contractor except that when an open permit exists.

1.28 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.

1.29 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract.

1.30 INDEPENDENT CONTRACTOR

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

1.31 THIRD PARTY BENEFICIARIES

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

1.32 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder.

Any transference without Town approval shall be cause for the Town to terminate this Contract.

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

1.33 MATERIALITY AND WAIVER OF BREACH

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

1.34 DEFENSE OF CLAIMS

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

1.35 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds.

1.36 ACCESS TO AND REVIEW OF RECORDS

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

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

1.37 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

1.38 APPLICABLE LAW AND VENUE OF LITIGATION

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

1.39 ATTORNEY'S FEES AND COSTS

Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

1.40 NON-EXCLUSIVE CONTRACT

The Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services enumerated herein, or any portion thereof, as it sees fit, including but not limited to: Award of other contracts, use of another contractor, or perform the Work with its own employees.

1.41 SEVERABILITY

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

1.42 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the

subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.43 ENTIRE AGREEMENT

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

1.44 COMPENSATION AND WORK HOURS

The Contractor shall provide pre-approved Personnel on an as needed basis at the direction of the Project Manager or designee. A Work Order will define appropriate scope tier in accordance with Attachment "A". Contractor shall be paid for actual work performed unless otherwise stipulated in Work Order. The Town will schedule work in four hour blocks and if the Town fails to do so will guarantee a minimum of four (4) times the hourly rate.

For the purposes of this agreement, the Town's business hours are 8:30 am until 5:00 pm, Monday through Friday. Special Town events may be held on Saturdays between the hours of 8:00 am until 10:00 pm. Overtime rates shall apply to any work commenced outside of aforementioned hours or on Sunday at a rate of 1.5 times the regular hourly rate. No overtime rates are permitted on equipment. All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing.

The Town reserves the right to request Contractor's Price Proposal for minor Town-owned projects. The Price Proposal submitted by the Contractor shall establish the time to perform a Work Order.

1.45 CONTRACT TERM

This Agreement shall be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew (OTR) the Contract for two (2) additional twelve (12) month periods. Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

1.46 PRICE ADJUSTMENTS DURING THE CONTRACT

Contractor's price(s) shall remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI) calculated by the U.S. Department of Labor as applied to the County of Miami-Dade using the Consumer Price Index, Miami, All Urban Consumers figures provided for the period ending December 31 and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor not later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of the new Contract year. Retroactive increases shall not be permitted.

1.47 INVOICES

Contractor shall provide the Town with an invoice every thirty (30) days. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. At a minimum the invoice must contain the following information:

- Name and address of the Contractor

- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Applicable hourly rate(s)
- Extension amount(s)
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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

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

- Defective/Rejected Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to provide any and all documents required by the Contract Documents.
- Any amount of any claim by a third party;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings. Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

1.48 UNIFORMS

All Contractor employees shall wear a distinctive, neat, and freshly laundered uniform shirt as provided by the Town. The Project Manager may request removal of any employee not properly uniformed. Uniform, including shoes, color and design, must be approved by the Project Manager.

Appropriate protective clothing, shoes and other safety equipment must be worn as required by the Project Manager.

1.49 VEHICLE IDENTIFICATION

The Town shall issue a vehicle identification magnet with the Town's logo to Contractor on a check-out basis. All vehicles used in the performance of Contractor's work/services shall be identified accordingly. Under no circumstances shall the Contractor display the magnet when not performing pre-authorized services for the Town.

1.50 SCAVENGING

Scavenging by any of the Contractor's personnel is prohibited and the Project Manager may require removal any employee who scavenges from performing any further Work.

1.51 WARRANTY

Contractor shall warrant its work for ninety (90) days from date of completion. Where equipment is installed the manufacturer's warranty shall be provided to the Town.

End of Section

SECTION 2
WORK ORDER ASSIGNMENTS

2.1 WORK ORDER BASED TASKS

A Work Order must be issued for all Work performed under the Contract. Work Orders may be issued based hourly rates, or time and materials depending on the type of Work to be performed with payments based on the rates established in Attachment "A". The chosen methodology will be the most cost-effective for the Town, taking into account administrative time, necessary coordination, required materials and other factors. The execution of the contract does not entitle Contractor to perform any specific Work or job.

Upon identifying Tasks to be performed on an as needed basis, the Project Manager will notify the Contractor of the required services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing
- A request for a Work Order Proposal ("WOP") for review by the Project Manager

A. Work Orders for As-Needed Tasks

The Project Manager may issue a Work Order based on pre-established Contract Pricing. In such instances the Work Order shall include:

- Scope of Work, including the location of the Work and whether a site visit is required
- Timeframe for performing the Work
- Any additional information necessary to complete the Task

B. Work Order Proposals for Work on Minor Town-owned construction projects – Not to exceed \$10,000 per request

The Project Manager may request a WOP where time and materials or non pre-priced items are included in the Work. As part of the request for a WOP the Project Manager shall include:

- Work to be performed
- Location of the Work
- Any special requirements or equipment necessary to perform the work

Contractor shall prepare a WOP that includes the following:

- Cost to perform the Work in accordance with ceiling rates established in Attachment "A". The request for WOP may stipulate how the cost is to be provided such as time and materials, task order, etc. and will also identify if materials and equipment costs are to be included in the price or are to be shown as reimbursable. Project Manager must pre-authorize in writing any reimbursable.
- Timeframe from completion of the Work from receipt of Work Order.
- Any other information requested by the Project Manager

End of Section

ATTACHMENT "A"

Contract Rates

Non-Skilled Rate* \$ 15 /per hour

Skilled Rate \$ 25 /per hour

Mark-up for materials/equipment** % 5 (Not to exceed)

* For non-skilled hourly rate, Contractor will not be paid less than 40 hours per week. The Project Manager reserves the right to reduce the amount of hours upon 14-day advanced written notice

** Supplier invoice must be attached as support to any Contractor mark-up items. The mark up only applies to Contractor furnished materials and equipment.

Work Category Examples

A. Non-Skilled

- Moving, pickup and delivery of any materials.
- Paint touch ups.
- Furniture moving and minor adjustments.
- Replacement of light bulbs.
- Hanging frames.
- Replace battery of frames.
- Replace water filters.
- Set up and break down for town wide events.
- Clean and organize offices/storage areas.
- Graffiti removal.

B. Skilled

- Restore and repair concrete surfaces.
- Resurface and replace damage floors, walls, pavements and other concrete structures.
- Level and straighten surfaces.
- Provide a floated, troweled or texture surface.
- Cure and protect concrete surfaces.
- Minor plumbing repairs.
- Test and identify plumbing problems, repairing or replacing where necessary.
- Heavy equipment and/or hand tools operations.
- Repairs, identifies breakdowns, and replaces joints, valves, pumps, and boiler.
- Conducts preventive plumbing maintenance work as needed.
- Test and identify electrical problems, repairing or replacing where necessary.
- Inspect electrical components, including transformers and circuit breakers.
- Install wire and lighting systems.
- Install new or repair existing fence systems.
- Paint interior or exterior.
- Test and identify HVAC problems, repairing or replacing where necessary.
- Provide monthly HVAC services to all town facilities.

- Carpentry services including new or repair of existing.
- Replace and adjustment of door hardware.
- Install of benches and park equipment.
- Replace and install traffic signs.

SECTION 4

FORMS

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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 _____

(type of identification) My commission expires _____

(Printed, typed or stamped commissioned name notary public)

END OF SECTION

CONTRACT EXECUTION FORM

This Contract _____(contract number) made this ____ day of _____ in the year ____ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inganzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

La Perla Contractors, Inc.

By: _____

By: _____

Name: _____

Title: _____

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

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

Facilities Technician Services

Contract No. 2016-28



The Town of Miami Lakes Council:

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

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

SECTION 1

TERMS AND CONDITIONS

1.1 DEFINITION OF TERMS

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Contract means the documents that have been executed by the Contractor and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, to include but not be limited to clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Emergency Work means Work identified by the Town that requires the Contractor to respond with Personnel within sixty (60) minutes of notification by the Project Manager(s).

Personnel means a person(s) assigned by the Contractor to complete the Work under assigned under the Contract, including all tools, equipment and means of transportation necessary to perform the Work.

Materials mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

Premium Time means any time outside of Regular Hours during which Contractor shall be paid at 1.5 times the hourly rate stated in the Bid Form.

Project Manager means the individual(s) assigned by the Town Manager to manage the Work assigned and performed under the Contract.

Regular Hours means the hours specified in Article 1.48 during which the Contractor shall be paid.

Services mean the Scope of Work and all of the tasks required by the Contract Documents.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work or Task means work or tasks to be completed as issued under the Contract.

Work Order means a document issued by the Town awarding a specific Project to a Contractor.

1.2 INTENTION OF THE TOWN

It is the intent of the Town to describe herein the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.3 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

Dates and time periods set forth in any Work Order issued under the Contract for the commencement and completion of Work is included because of its importance to the Town.

1.4 NOTICES

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

For Town:

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

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

For Contractor:

Eskimo Air Conditioning & Appliances

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

1.5 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

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

- Revisions and Change Orders to the Contract shall govern over the Contract.
- The Contract Documents shall govern over the Contract.

- Terms and Conditions in the Contract will govern over terms and conditions stated on the plans or in the specifications.

1.6 INDEMNIFICATION

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

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

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

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

1.7 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** For all employees of the Contractor as required by Florida Statute 440
- b. Employer's Liability:** Limit for each bodily injury by an accident shall be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must

be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. Commercial General Liability ("CGL"). This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation

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

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

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

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

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order/work order is contingent upon receipt and maintaining of the required insurance documents. Failure to comply may result in the rescission of the award.

The Contract is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default.

1.8 GENERAL REQUIREMENTS

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

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

The Contractor agrees to replace any of the Contractor's personnel assigned to a Task(s) if so requested by the Project Manager, should the Project Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

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

The Contractor shall at all times cooperate with the Project Manager and coordinate its respective Work efforts to most effectively and efficiently performance of the Work.

1.9 RULES AND REGULATIONS

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

1.10 SITE INVESTIGATION AND REPRESENTATION

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the Work. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Project Manager.

1.11 METHOD OF PERFORMING THE WORK

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

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

The Contractor shall protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor shall be responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, irrigation, walks, drives, structures or utilities). Contractor shall be

responsible for documentation including photos of the work site before and after the authorized services/work is conducted to verify property's pre-existing and post-existing condition.

1.12 COORDINATION OF THE WORK

Operations and events/programs may be ongoing at locations where Work will be performed. The Contractor shall coordinate the Work with the Project Manager to minimize any potential adverse impacts.

1.13 SAFETY PRECAUTIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees.

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

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

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

The Contractor shall provide such equipment as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the performance of the Work. Contractor shall immediately report to the Project Manager every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide a complete set of Material Safety Data Sheets (MSDS) to the Project Manager prior to initial product utilization. This information must be provided prior to the use of any such materials, or supplies.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

1.14 LABOR, MATERIALS, AND EQUIPMENT

Unless otherwise directed by the Project Manager, Contractor shall provide labor, tools, equipment, means of transportation, and any other non-consumable articles necessary for the proper execution and completion of the Work. The Town may supply all consumable materials to be used in the performance of services; however the Town reserves the right to access materials and equipment through the Contractor using the pre-determined percentage mark-up.

In addition to materials required to complete the Work, the Town may also provide equipment such as an electronic tablet or other device to be utilized by the Contractor. The Contractor shall ensure that the device is kept in good working condition and will be responsible for paying for repairs or replacement costs if the device is damaged, lost or stolen while checked out by the Contractor.

The Town may rent specialty equipment including bucket trucks, hi-lifts, and scaffolding and similar items; however the Town reserves the right to access equipment through the Contractor using the pre-determined percentage mark-up.

At the Project Manager's direction, Contractor shall be responsible for pick up and drop off of rental equipment as applicable.

1.15 PROJECT SUPERVISION

Contractor shall be responsible for all supervision of the Work to ensure that the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor shall meet as often as deemed necessary by the Project Manager, before, during, or after the performance of the Work to review the Work and resolve any outstanding issues.

1.16 SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract, unless approved by the Town Manager.

1.17 AUTHORITY OF THE PROJECT MANAGER(S)

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

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

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

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

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

The Project Manager or designee shall inspect the Work and has the authority to reject Work that does not conform to the Contract Documents.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work. The Project Manager will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Work.

1.18 DEFECTIVE OR NON-COMPLIANT WORK

Contractor shall promptly either correct all rejected Work or remove such rejected Work and replace it with compliant Work. Contractor shall bear all direct, and indirect costs of such removal or corrections.

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

1.19 TAXES

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

1.20 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ under the Contract any unfit person or anyone not skilled in the Work to which they are assigned.

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

The Town may request that a Contractor's employee be removed for accepting gratuities.

1.21 CLAIMS

Any claim shall be made by written notice by Contractor to the Town representatives identified in Article 1.4 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

1.22 DISPUTES AND MEDIATION

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

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

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 1.4, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.4, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

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

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

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

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

1.23 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 Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

1.24 FRAUD AND MISREPRESENTATION

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

1.25 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 Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

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

1.26 TERMINATION FOR CONVENIENCE

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

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

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

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

1.27 CONTRACTOR'S RIGHT TO TERMINATE

The Contractor will have the right to terminate this Agreement, in writing, within thirty (30) days from the date of the Town's receipt of a written statement from Contractor except that when an open permit exists.

1.28 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.

1.29 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract.

1.30 INDEPENDENT CONTRACTOR

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

1.31 THIRD PARTY BENEFICIARIES

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

1.32 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder.

Any transference without Town approval shall be cause for the Town to terminate this Contract.

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

1.33 MATERIALITY AND WAIVER OF BREACH

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

1.34 DEFENSE OF CLAIMS

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

1.35 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds.

1.36 ACCESS TO AND REVIEW OF RECORDS

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

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

1.37 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

1.38 APPLICABLE LAW AND VENUE OF LITIGATION

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

1.39 ATTORNEY'S FEES AND COSTS

Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

1.40 NON-EXCLUSIVE CONTRACT

The Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services enumerated herein, or any portion thereof, as it sees fit, including but not limited to: Award of other contracts, use of another contractor, or perform the Work with its own employees.

1.41 SEVERABILITY

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

1.42 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the

subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.43 ENTIRE AGREEMENT

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

1.44 COMPENSATION AND WORK HOURS

The Contractor shall provide pre-approved Personnel on an as needed basis at the direction of the Project Manager or designee. A Work Order will define appropriate scope tier in accordance with Attachment "A". Contractor shall be paid for actual work performed unless otherwise stipulated in Work Order. The Town will schedule work in four hour blocks and if the Town fails to do so will guarantee a minimum of four (4) times the hourly rate.

For the purposes of this agreement, the Town's business hours are 8:30 am until 5:00 pm, Monday through Friday. Special Town events may be held on Saturdays between the hours of 8:00 am until 10:00 pm. Overtime rates shall apply to any work commenced outside of aforementioned hours or on Sunday at a rate of 1.5 times the regular hourly rate. No overtime rates are permitted on equipment. All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing.

The Town reserves the right to request Contractor's Price Proposal for minor Town-owned projects. The Price Proposal submitted by the Contractor shall establish the time to perform a Work Order.

1.45 CONTRACT TERM

This Agreement shall be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew (OTR) the Contract for two (2) additional twelve (12) month periods. Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

1.46 PRICE ADJUSTMENTS DURING THE CONTRACT

Contractor's price(s) shall remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI) calculated by the U.S. Department of Labor as applied to the County of Miami-Dade using the Consumer Price Index, Miami, All Urban Consumers figures provided for the period ending December 31 and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor not later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of the new Contract year. Retroactive increases shall not be permitted.

1.47 INVOICES

Contractor shall provide the Town with an invoice every thirty (30) days. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. At a minimum the invoice must contain the following information:

- Name and address of the Contractor

- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Applicable hourly rate(s)
- Extension amount(s)
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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

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

- Defective/Rejected Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to provide any and all documents required by the Contract Documents.
- Any amount of any claim by a third party;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings. Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

1.48 UNIFORMS

All Contractor employees shall wear a distinctive, neat, and freshly laundered uniform shirt as provided by the Town. The Project Manager may request removal of any employee not properly uniformed. Uniform, including shoes, color and design, must be approved by the Project Manager.

Appropriate protective clothing, shoes and other safety equipment must be worn as required by the Project Manager.

1.49 VEHICLE IDENTIFICATION

The Town shall issue a vehicle identification magnet with the Town's logo to Contractor on a check-out basis. All vehicles used in the performance of Contractor's work/services shall be identified accordingly. Under no circumstances shall the Contractor display the magnet when not performing pre-authorized services for the Town.

1.50 SCAVENGING

Scavenging by any of the Contractor's personnel is prohibited and the Project Manager may require removal any employee who scavenges from performing any further Work.

1.51 WARRANTY

Contractor shall warrant its work for ninety (90) days from date of completion. Where equipment is installed the manufacturer's warranty shall be provided to the Town.

End of Section

SECTION 2
WORK ORDER ASSIGNMENTS

2.1 WORK ORDER BASED TASKS

A Work Order must be issued for all Work performed under the Contract. Work Orders may be issued based hourly rates, or time and materials depending on the type of Work to be performed with payments based on the rates established in Attachment "A". The chosen methodology will be the most cost-effective for the Town, taking into account administrative time, necessary coordination, required materials and other factors. The execution of the contract does not entitle Contractor to perform any specific Work or job.

Upon identifying Tasks to be performed on an as needed basis, the Project Manager will notify the Contractor of the required services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing
- A request for a Work Order Proposal ("WOP") for review by the Project Manager

A. Work Orders for As-Needed Tasks

The Project Manager may issue a Work Order based on pre-established Contract Pricing. In such instances the Work Order shall include:

- Scope of Work, including the location of the Work and whether a site visit is required
- Timeframe for performing the Work
- Any additional information necessary to complete the Task

B. Work Order Proposals for Work on Minor Town-owned construction projects – Not to exceed \$10,000 per request

The Project Manager may request a WOP where time and materials or non pre-priced items are included in the Work. As part of the request for a WOP the Project Manager shall include:

- Work to be performed
- Location of the Work
- Any special requirements or equipment necessary to perform the work

Contractor shall prepare a WOP that includes the following:

- Cost to perform the Work in accordance with ceiling rates established in Attachment "A". The request for WOP may stipulate how the cost is to be provided such as time and materials, task order, etc. and will also identify if materials and equipment costs are to be included in the price or are to be shown as reimbursable. Project Manager must pre-authorize in writing any reimbursable.
- Timeframe from completion of the Work from receipt of Work Order.
- Any other information requested by the Project Manager

End of Section

ATTACHMENT "A"

Contract Rates

Non-Skilled Rate \$ NA /per hour

Skilled Rate \$ 25 /per hour

Mark-up for materials/equipment* % 5 (Not to exceed)

* Supplier invoice must be attached as support to any Contractor mark-up items. The mark up only applies to Contractor furnished materials and equipment.

Work Category Examples

A. Non-Skilled

- Moving, pickup and delivery of any materials.
- Paint touch ups.
- Furniture moving and minor adjustments.
- Replacement of light bulbs.
- Hanging frames.
- Replace battery of frames.
- Replace water filters.
- Set up and break down for town wide events.
- Clean and organize offices/storage areas.
- Graffiti removal.

B. Skilled

- Restore and repair concrete surfaces.
- Resurface and replace damage floors, walls, pavements and other concrete structures.
- Level and straighten surfaces.
- Provide a floated, troweled or texture surface.
- Cure and protect concrete surfaces.
- Minor plumbing repairs.
- Test and identify plumbing problems, repairing or replacing where necessary.
- Heavy equipment and/or hand tools operations.
- Repairs, identifies breakdowns, and replaces joints, valves, pumps, and boiler.
- Conducts preventive plumbing maintenance work as needed.
- Test and identify electrical problems, repairing or replacing where necessary.
- Inspect electrical components, including transformers and circuit breakers.
- Install wire and lighting systems.
- Install new or repair existing fence systems.
- Paint interior or exterior.
- Test and identify HVAC problems, repairing or replacing where necessary.
- Provide monthly HVAC services to all town facilities.
- Carpentry services including new or repair of existing.
- Replace and adjustment of door hardware.
- Install of benches and park equipment.
- Replace and install traffic signs.

SECTION 4
FORMS

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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 _____

(type of identification) My commission expires _____

(Printed, typed or stamped commissioned name notary public)

END OF SECTION

CONTRACT EXECUTION FORM

This Contract _____(contract number) made this ____ day of _____ in the year ____ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inganzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Eskimo Air Conditioning & Appliances

By: _____

By: _____

Name: _____

Title: _____

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

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20____.

Corporate Secretary

(Corporate Seal)



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers

From: Alex Rey, Town Manager

Subject: ITB 2016-26R Ground Maintenance Services for FDOT Right of Way Sites

Date: May 3, 2016

Recommendation:

It is recommended that the Town execute a multi-year agreement with Superior Landscaping & Lawn Service, Inc. ("Superior"), for Zone "A" of the above referenced solicitation in an amount not to exceed budgeted funds per fiscal year, approximately \$15,000 per year for an initial term of three (3) years with two (2) additional 12-month options to renew. Additional services pricing provided by Superior may also be accessed on an as-needed basis not to exceed budgeted funds, approximately \$15,000 per year. Funding is provided through the General Fund with an approximate 38 percent reimbursement from FDOT as outlined below.

Background:

On March 7, 2016 the Town issued an Invitation to Bid ("ITB") for FDOT Ground Maintenance Services, with a closing date of March 30, 2016. The Work consists of providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, mulching, debris pick-up, on Florida Department of Transportation ("FDOT") sites ("zones") identified in the Contract Documents. Pricing for additional services in said zones was also included.

Bidders must possess a minimum of three (3) years' experience performing grounds maintenance services under its current business name and ownership, and successfully performed contracts with a similar size, scope, and complexity. The Bidder's proposed Field Supervisor must have a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity. Bidders are required to meet the Federal Homeland Security E-Verify requirements.

Four (4) bids were received in response to the solicitation. Superior submitted the lowest Bid for Zone “A”. Zone “A” is an FDOT right of way area maintained by the Town under a joint participation agreement with FDOT at the NW 154 Street and Palmetto Expressway interchange. The Town receives an annual reimbursement of \$5,784 from FDOT for the performance of these services. In this zone, Superior is the incumbent maintenance firm under the current contract. Based on our review of the bid submittals we have determined that Superior is the lowest responsive and responsible bidder and their bid price of \$14,883.84 is fair and reasonable. Staff estimates the additional services not to exceed \$15,000 per year in this Zone.

The initial contract term is three (3) years with two (2) 12-month options to renew.

Attachments:

Resolution Awarding Contract ITB 2016-26R

Solicitation of ITB 2016-26R

Tabulation of ITB 2016-26R

Zone A Map

Superior Landscaping & Lawn Service, Inc.

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF MIAMI LAKES, FLORIDA AWARDED
CONTRACT FOR INVITATION TO BID (ITB) 2016-26R
FDOT GROUND MAINTENANCE SERVICES TO
SUPERIOR LANDSCAPING AND LAWN SERVICE, 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**

WHEREAS, on March 7, 2016, the Town of Miami Lakes, Florida (“the Town”) issued Invitation to Bid number 2016-26R (“ITB 2016-26R”) for Florida Department of Transportation (“FDOT”) Ground Maintenance Services; and

WHEREAS, the Town Manager has determined that Superior Landscaping & Lawn Service, Inc. (“Superior”) is the lowest responsive and responsible bidder; and

WHEREAS, the Town Manager recommends an award of a contract under ITB 2016-26R to Superior; and

WHEREAS, Superior will be responsible for providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, mulching, and debris pick-up on sites maintained by the Town under a Joint Participation Agreement with FDOT; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to enter into a contract with Superior for award of Contract ITB 2016-26R for FDOT Ground Maintenance Services in an amount not to exceed \$15,000.00 per year for Zone “A” maintenance as stated in ITB 2016-26R and in an additional amount not to exceed budgeted funds of approximately \$15,000.00 for additional services in Zone “A” as identified in ITB 2016-26R.

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 Contract. The Town Council hereby approves the award of contract ITB 2016-26R to Superior Landscaping & Lawn Service, Inc. for Florida Department of Transportation Ground Maintenance Services.

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 Contract 2016-26R with Superior Landscaping & Lawn Service, Inc. for Florida Department of Transportation Ground Maintenance Services.

Section 4. Execution of the Contract. The Town Manager is authorized to execute Contract 2016-26R with Superior Landscaping & Lawn Service, Inc. for Florida Department of Transportation Ground Maintenance Services on behalf of the Town in substantially the form attached hereto as **Exhibit “A,”** 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 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds from the General and Stormwater Utility Funds to implement the terms and conditions of Contract 2016-26R.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this 3rd day of May, 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”

INVITATION TO BID

GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES

ITB No. 2016-26R



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 ISSUED: March 7, 2016

CLOSING DATE: March 30, 2016

ITB No. 2016-26R

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Section 7:

Exhibits

Exhibit “A” = Zone A

Exhibit “B” = Zone B

SECTION 1

NOTICE TO BIDDERS

Town of Miami Lakes

GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES

ITB 2016-26R

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified Bidders for the Town's Ground Maintenance Services for FDOT Right-of-Way Sites (the "Services"). Bids must be submitted and appropriately labeled in the form of one (1) original and two (2) copies and a duplicate PDF of the entire original proposal on CD-ROM or flash drive, and must be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014 **by no later than 2:00 P.M. on March 30, 2016**, at which time the Responses will be opened.

Scope of Work consists of providing mowing, edging, trimming, maintenance of shrubs, hedges and plants, mulching, debris pick-up, on FDOT Right-of-Way Sites, identified in the attached Exhibits established in the Contract Documents. A pricing menu for as-needed Additional Services is also included. A **Non-Mandatory Pre-Bid Conference** will be held at 10:00 A.M. on March 15, 2016 in the First Floor Community Conference Room at Miami Lakes Town Hall 6601 Main Street, Miami Lakes, FL 33014.

The entire ITB package, including all related documents can be obtained by visiting the Town's website at www.miamilakes-fl.gov, and selecting "Contractual Opportunities". The ITB is also available at www.Demandstar.com. **ALL** inquiries regarding this ITB must be directed to the Procurement Department via email at procurement@miamilakes-fl.gov.

Minimum Qualification Requirements:

- Bidder must possess a minimum of three (3) years of experience performing grounds maintenance services under its current business name.*
- Through verifiable references, demonstrate performance of three (3) contracts with a similar size, scope, and complexity.
- Field Supervisor must have a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity.
- Bidder must have employees that can work under the E-Verify requirements for designated portions of the project area.
- Bidders must also provide evidence of rental or lease equipment for use in the performance of the Work. No Work can be subcontracted under the Contract.

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

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.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Additional Services means services, requested by the Project Manager, that are not included within the Scope of Work for which the Contractor may be entitled to additional compensation.

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.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

Landscaping means those areas that have been changed by placing of ornamental bushes, shrubs, flowers, or plants that require maintenance such as weeding, mulching, trimming, pruning, replacing, fertilizing, or edging.

Materials mean goods or equipment used or consumed in the performance of the Work.

Mowing Cycle means the frequency of mowing at the Site(s) 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.

Site(s) means the location(s) where Work is to be performed under the Contract.

Submittal means the documents prepared and submitted by the Bidder in response to this ITB.

Task(s) means the components of Work required by the Contract Documents, which includes, but is not limited to mowing, edging, trimming, and debris removal.

Town means the Town Council of the Town of Miami Lakes or the Town Manager.

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.

Work Order means a document issued by the Town awarding Additional Services to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the Town for Work to be performed under Additional Services.

2.2 ACRONYMS

The following are acronyms used in the ITB:

- CLIN - Contract Line Item Number
- ROW – Right-of-Way
- OSHA - Occupational Safety and Health Administration
- ITB – Invitation To Bid
- UM – Unit of Measure
- SF - Square Feet
- LF – Linear Feet
- AC – Acre

2.3 APPENDICES

The following is a list of the appendices that are included in the ITB:

- Exhibits A and B – Maps and Measurements of the Service Zones

2.4 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Section 1. All bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidders shall not be allowed to modify their bids after the opening time and date.

2.5 PREPARATION OF BID

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

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

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

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

Bids from Joint venture firms will not be accepted for this solicitation.

2.6 BID PREPARATION AND RELATED COSTS

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

2.7 PRE-BID CONFERENCE

A **Non-Mandatory Pre-Bid Conference** will be held for this solicitation at 10:00 A.M. on March 15, 2016 in the First Floor Community Conference Room at Miami Lakes Town Hall 6601 Main Street, Miami Lakes, FL 33014.

2.8 QUALIFICATION OF BIDDERS

Bidder must meet the minimum qualification requirements stated in Section 1 and must be capable of performing all of the Work under the Contract. Bidders shall submit a completed Qualification Statement utilizing the form attached.

2.9 PERFORMANCE OF THE WORK

Bidder must be capable of self- performing all of the Work under this Contract. By submitting a Bid the Bidder certifies that it will meet this requirement. As part of the Bid the Bidder is to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. Where the Contractor is deemed to not meet this requirement during the performance of the Work the Contractor shall be in default of the Contract.

2.10 EXAMINATION OF CONTRACT DOCUMENTS AND SITE(S)

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

- Carefully review the ITB, including any Addendum and notify the Town of all conflicts, errors or discrepancies.
- Visit the site(s) (if applicable) to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (Town and Miami-Dade County) including, without limitation the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

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

2.11 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB and specifications shall be directed in writing, via email to the following address: procurement@miamilakes-fl.gov. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov and it is the sole responsibility of the Bidder to obtain all addenda. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.12 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders.

2.13 ACCEPTANCE OR REJECTION OF BIDS

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

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change its Bid before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract by the Town Council or Town Manager, as applicable. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

Bidders shall not transfer, assign, or sell the rights to their Bid Submittal to any other company, subsidiary, individual or entity. Such action shall result in the Bid Submittal being rejected as non-responsive.

2.14 WITHDRAWAL OF BID

A Bidder may withdraw his Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.15 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the ITB. Late Bids will not be opened. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening. The lowest Bid identified at the Bid opening does not establish or determine the lowest responsive and responsible Bidder who may be awarded the Contract.

2.16 AWARD OF CONTRACT

The Award of the Contract will be to the lowest responsive and responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and who's Bid complies with the requirements of the ITB. It is the Town's intent to award the contract to one Bidder, however the Town reserves the right to award the contract in whole or in part to one (1) or multiple Bidder(s) if the Town deems it is in its best interest. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place(s) of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on own and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder(s) is qualified to perform the Work.

Any award will be made only in the name of the entity submitting a Bid.

Town Ordinance 115, Section 2G provides for a local preference, which shall be applicable to this ITB, in determining the lowest responsive and responsible Bidder.

Where the solicitation contains multiple line items or unit pricing a Bid may be rejected if the Town Manager determines that the Bid is an unbalanced bid.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates and the required Payment and Performance Bond(s), if required) in a timely manner, as determined by the Town Manager or designee. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder to whom a contract is proposed to be awarded forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the ITB.

The Town, at its sole discretion, may consider the lowest Bidder as the Bidder who has the lowest base Bid or the lowest base Bid plus alternate Bid if an alternate Bid is included in the ITB.

2.17 COLLUSION

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

2.18 BID PROTEST

The Town's Bid Protest procedures are applicable to this solicitation. Any such protest must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.19 BIDDER IN ARREARS OR DEFAULT

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of

America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

2.20 LOCAL PREFERENCE

The Town's Local Preference procedures are applicable to this solicitation. Any request for application of the Local Preference must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.21 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 shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION 3

GENERAL TERMS AND CONDITIONS

3.1 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

3.2 NOTICES

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

For Town:

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

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

For Contractor:

(To Be Determined)

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

3.3 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement,

requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below 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

Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

3.4 INDEMNIFICATION

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

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

3.5 INSURANCE

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

agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law" and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation.
- b. Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- c. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non \-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- d. Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled,

restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

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

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

3.6 GENERAL REQUIREMENTS

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

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

The Contractor agrees to 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.

3.7 RULES AND REGULATIONS

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

3.8 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract prior to commencement of the Work, the general and local conditions, particularly those bearing upon availability of installation, transportation,

disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, private property, or Town property.

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

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

3.9 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.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that will result in damage or result in Work that will not meet the Performance Standards.

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

3.10 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.

3.11 MAINTENANCE OF TRAFFIC

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the right-of-way the Contractor may need to obtain the prior approval of the Project Manager. Contractor shall not be entitled to any additional compensation for meeting the M.O.T requirements.

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

Failure by the Contractor to comply with the M.O.T requirements may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work, the Town shall reimburse the Contractor for the cost of the permit.

3.12 COORDINATION OF THE WORK

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

3.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

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

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town.

3.14 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, DERM, 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 Project(s) duration.

3.15 LABOR AND MATERIALS

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,

3.16 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.

3.17 PROJECT MANAGEMENT

Contractor shall be responsible for management of the Work performed under the Contract.

Contractor shall have a competent English speaking employee, who shall represent Contractor and all directions given to said employee shall be as binding as if given to Contractor. Said employee shall not be changed except with the prior written consent of Project Manager.

3.18 AUTHORITY OF THE PROJECT MANAGER

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

The 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. All interpretations of the Contract Documents shall

be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

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.

3.19 SUBCONTRACTORS

No subcontracting of the Work is permitted under this Contract.

3.20 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, inspectors representing the Town and other public entities having jurisdiction, including FDOT, over the Work shall at all times have access to the Work.

3.21 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 correct all non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such correction(s).

Should Contractor fail or refuse to 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 corrections promptly and fully, the Town Manager or designee may declare the Contractor in default.

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

3.22 TOWN LICENSES, PERMITS AND FEES

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

- 1) Contractor 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.

3.23 TAXES

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

3.24 CHANGE ORDERS

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town and the Contract.

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

In the event satisfactory adjustment cannot be reached and a Change Order has not been issued, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor shall maintain detailed records of all labor and material costs for review of the Town. In addition, the Contractor shall be entitled a combined profit and overhead rate that shall not be in excess of ten (10%) percent of the direct labor and material costs, unless the Procurement Manager determines that the complexity and risk of the Change Order Work is such that an additional factor is appropriate. The final amount to be paid to the Contract for Change Order Work shall be subject to negotiation between the Town and the Contractor.

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

3.25 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. **Do Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

3.26 EXTENSION OF TIME

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

If the Contractor is delayed at any time during the performance of the as established by the Maintenance and Services Plan ("M&S") by the neglect or failure of the Town or by a Force Majeure, then the time set forth in the Contract may be extended by the Town subject to the following conditions:

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

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

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

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

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

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

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

3.27 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor shall be entitled only to an extension of time to complete the scheduled Work and no compensation for the delay.

Failure of Contractor to comply with the requirements of the Contract, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.28 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).

3.29 CLAIMS

Any claim for a change in the Contract time for completion of any Work, Contract Term, or Contract Price shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the

extent of the claim with supporting information and documentation shall be provided unless the Town Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

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

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

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

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers and by the Town. Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided herein.

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

3.30 DISPUTES AND MEDIATION

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

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

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.2, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.2, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

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

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

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

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-

Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

3.31 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.

3.32 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.

3.33 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 3.38, Termination for Convenience.

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

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional

Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

3.34 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the Town, shall take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

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

3.35 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 Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred 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.

3.36 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

3.37 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall 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, shall include but not 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 or materials, or supplies they have provided;
- 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 Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- 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") occur 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 issues 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 shall 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 shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.38 TERMINATION FOR CONVENIENCE

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

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the date specified in the notice (“the Effective Date”);
- 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; and 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 shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town’s liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever of any non-cancelable material(s) and equipment than cannot be used elsewhere by the Contractor in the performance of its work.
- In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.39 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.

3.40 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall 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.

3.41 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.42 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.

3.43 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.

3.44 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, merged, 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 ownership, 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 such actions identified above taken without the prior written consent of the 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.

3.45 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract

Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.46 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.

3.47 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.

3.48 ACCESS TO AND REVIEW OF RECORDS

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

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

3.49 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

3.50 CONTRACT EXTENSION

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

3.51 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract 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 the sole venue shall be Miami-Dade County, Florida.

3.52 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.

3.53 SEVERABILITY

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

3.54 CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

3.55 ENTIRE AGREEMENT

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

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 SCOPE OF WORK

Contractor shall provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching, and pest control from Florida Department of Transportation (FDOT) ROW areas as identified in attached Exhibits. Fertilizing of plant materials, mulching of tree ring beds, pest control and similar work, will be provided on an as needed basis, as determined by the Project Manager.

The Contractor shall perform the Work as stated in Section 7, Specifications.

4.2 CONTRACT TERM

This Contract shall be effective upon execution by both parties and shall continue for a term of one (1) year from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the Town exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same as specified in this bid and apply during the renewal period(s). No Work shall commence until a written Notice to Proceed is issued.

4.3 HOURS FOR PERFORMING WORK

All Work shall be performed every day between the hours of 9:00 a.m. to 3:00 p.m Monday through Saturday.

4.4 COMPENSATION

The Contractor shall be compensated at the line item price specified in the Bid Form of the Contract.

4.5 INVOICING

Contractor shall provide the Town with an invoice once per for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed, including a detailed list of area where Work was performed, the products and applicable quantities applied per area of Work.

- Timeframe covered by the invoice
- Location of Work performed (based on Work Plan)
- Basic Services price by location
- Supplemental Services performed by location
- Work Order number (for additional services only)
- Additional Services price allowed by the Work Order
- Total Value of invoice
- 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.

4.6 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to any Work requiring the use of fertilizers, pesticides, herbicides, or other similar materials or chemicals. Where the 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.

4.7 DEBRIS HAULING AND DISPOSAL

All debris removed from the FDOT locations during the performance of the Work shall be hauled and disposed of in accordance with all applicable codes, laws, rules, and regulations. These include, but are not limited to the Town, Miami-Dade County, DERM, FDEP, and FDOT.

4.8 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.

4.9 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to complete the Work set forth in the Contract, and as may be modified by written Change Order to the Contract. In the event the Work is not performed as set forth in the Contract, the Contractor shall pay to the Town as follows:

- For Work the Town can be corrected to meet the requirements of the Contract, two hundred fifty dollars (\$250.00) shall be assessed for each and every calendar day the Work is not corrected to meet the requirements of the Contract.
- For Work that cannot be corrected an amount equal to the percentage of such Work shall be deducted from the monthly fee to be paid the Contractor. (example: Fee is \$1,000 and the % of Work performed that cannot be correct is 10%, then \$1,000 shall be deducted from the amount due the Contractor.

The sums identified above are hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages for each month shall not exceed the value of the monthly fee.

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

4.10 LABOR, EQUIPMENT AND MATERIALS

The Contractor shall furnish all labor, material, equipment, and supplies of the size and type customarily used for grounds maintenance, needed for the performance of the Work. All power operating equipment, trucks, lawn mowers, tractors, etc., and all hand or vehicular tools shall be operated within the safety parameters as defined by the manufacturer and OSHA; and, shall be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic.

4.11 PERSONNEL REQUIREMENTS/QUALIFICATIONS

a. E-Verify Requirements

All of the Work will be performed on property of the Florida Department of Transportation ("FDOT"). The Town has an agreement with FDOT to maintain these areas. As these areas are owned by FDOT the Contractor must comply with the requirements of the U.S Department of Homeland Security's E-Verify requirements for any workers performing Work in these areas. The Contractor may at its sole discretion use the E-Verify system for all employees who will perform Work under this Contract. The Town shall provide the Contractor(s) with the areas subsequent to the award of a Contract. The requirements and access to the E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

d. Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those

individuals shall be authorized to work under this Contract. The Contractor shall submit to the Project Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list shall be updated immediately when changes occur.

6601. Uniform/Appearance

Contractor personnel, while at a Work site, shall present a neat appearance, and shall wear distinct clothing for easy identification bearing the name of the company. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, or items in disrepair are not acceptable or any other inappropriate or offensive clothing as determined by the Project Manager.

f. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

g. Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the Work sites. Any Contractor under the influence of alcohol or a controlled substance shall not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

h. Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators shall wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

i. Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers and, trucks, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor

shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time shall the safeguards on lawn mower, edger, weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees shall not be permitted to use RADIOS, CELL PHONES, TEXTING DEVICES, MP3 PLAYERS, or other MEDIA DEVICES, while operating equipment and may be subject to removal from the Work site for repeated violations. Smoking is also prohibited while operating equipment or anywhere in Town Parks. Cigarette butts shall be disposed of properly and the throwing of cigarette butts on grounds after smoking is prohibited.

4.12 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.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, shrubs, hedges, or replacement of flowers damaged by a third party. These services will be requested in writing in accordance with procedures established in Article 4.13, Work Orders.

4.13 WORK ORDERS

The Town shall issue a Work Order for all Additional Services to be performed by the Contractor, including but not limited to fertilizing, pest control, seeding, or replacement of sod. Upon receipt of a request for additional Work from the Project Manager, the Contractor shall prepare a Work Order Proposal. Work Order Proposals shall use a time and materials basis unless otherwise approved by the Project Manager. The Work Order Proposal shall include the following:

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

4.14 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

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

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

4.15 MAINTENANCE OF TRAFFIC

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the right-of-way the Contractor may need to obtain the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor shall not be entitled to any additional compensation for meeting the M.O.T requirements.

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

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:

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

2. When a lane is to be blocked:

- a. No traffic lanes may be blocked for a period longer than thirty (30) minutes, without the prior approval of the Project Manager.
- B A traffic lane may be blocked for up to thirty (30) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - A Flagman shall be posted at the edge of the travel lane at least one hundred (50) feet prior to start of transition.

- There shall be a minimum of twenty-five (25) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

Failure by the Contractor to comply with the Maintenance of Traffic requirements may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work the Town shall reimburse the Contractor for the cost of the permit.

4.16 VEHICLES AND EQUIPMENT

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All equipment shall be well maintained and all hand tools shall be properly sharpened to ensure no unnecessary damages. The Town may require the repair or replacement of equipment as reasonably necessary.

Contractor shall list all equipment and vehicles owned or under lease or rental contract as part of its response to the Questionnaire in Section 7 of the ITB. Contractor may be required during the Bid evaluation process to provide supporting documentation

4.17 REQUEST FOR INFORMATION

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Documents' are unclear or conflicting. All requests must be submitted in a manner that clearly identifies the specific article, section or portion of the Contract Documents where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Town shall respond in writing.

4.18 WARRANTY

Contractor warrants that all Work will be performed in accordance with the requirements of the Contract Documents. Where the Town determines that the Work has not been performed in accordance with the requirements of the Contract, the Contractor shall correct the Work at no cost to the Town and/or the Town may reduce payments as may be permitted by the Contract.

END OF SECTION

SECTION 5

SCOPE OF WORK

5.1 DESCRIPTION OF SERVICES

Contractor shall provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching, and pest control from Florida Department of Transportation (FDOT) ROW areas as identified in the attached Exhibits. Fertilizing of plant materials, mulching of tree ring beds, landscape replacement, pest control and similar work, will be provided on an as needed basis, as determined by the Project Manager.

A Work Plan and schedule of all services under this Contract is to be submitted by the Contractor to the Project Manager for Town approval prior to the commencement of Work. The Town may make changes to the work plan and schedule at any time.

5.2 TURF MOWING

Properly maintained grass and vegetation appearance and proper ground cover are necessary. More vitally, presents less chance of defects and potential safety problems, including a reduction in possible injuries, as a result of improperly maintained Turf, and slope defects.

All Turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing will not be performed when weather or other conditions will result in damaged turf. Mowing wet grass shall be avoided when possible. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Town.

The standards for mowing are:

- 5.2.1 Turf shall be cut on 17.5 acres of Turf located in the Town's median areas as indicated in Exhibit "A". Exhibit "B" consists of approximately 1.6 acres of turf area.
- 5.2.2 Contractor shall perform a minimum of 18 cuts per year for all ROW, which will be compensated in accordance with the prices contained in the Bid Form.
- 5.2.3 The common types of turf varieties found in the parks and roadway medians are St. Augustine and Bahia grass. The heights established below will promote a healthy Turf and will provide for a neat and professional appearance. All Turf areas shall look well-manicured at all times.

Mow only with a rotary mower. Six (6) mowing cycle in winter months- beginning of November to the end of March; Twelve (12) mowing cycles in the spring/summer months- beginning of April to the end of October. The cutting height shall be a minimum 4" to a maximum 6" above soil level.

- 5.2.4 All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds.

- 5.2.5 All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected in disposed of by the contractor, and the contractor shall not use waste receptacles provided by the Town. The contractor must provide their own waste removal service.
- 5.2.6 Mowing patterns shall be changed frequently to avoid wear.
- 5.2.7 Turf clippings may only remain on the Turf areas. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and grounds immediately following each service. No debris, including Turf clippings, shall be blown into storm drainage system. All sidewalks, inside curb edges, driveways, tree rings, landscape areas will be machine edged with each mowing. Care will be taken to prevent “edging away” of the turf. All crack and crevice vegetation shall be removed as required.
- 5.2.8 Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sodded berms, curbs, or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- 5.2.9 Use of weed eaters shall be limited to areas not reachable by a mower.
- 5.2.10 All mowing, edging and trimming of affected areas will be performed simultaneously.
- 5.2.11 Trimming, such as line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town’s discretion for any such damage.

5.3 **EDGING**

- a. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the ROW shall be edged concurrently (same day) with each mowing cycle. Edging height shall match surrounding area Turf heights and shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs, and other paved areas shall be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
 - Edging shall be performed at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights.
 - No vegetation or debris may encroach onto the curb or sidewalk for more than **3”** for more than **10 continuous feet**.
 - No deviation of soil height of more than **4” above** or **2” below** the top of curb or sidewalk may exist for more than **10 continuous feet**.

- No vegetation may encroach more than **3" over** the curb or sidewalk for more than **10 continuous feet**.
 - No grass, vegetation, or debris may encroach within **3" onto** a bike path for more than **10 continuous feet**.
- b. This Work involves approximately 3,475 linear feet of sidewalks, driveways, and curbs.
 - c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals shall be subject to the approval of the Project Manager in accordance with the requirements of the Contract Documents.
 - d. The Contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

5.4 **TRIMMING**

Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leaving dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Trimming shall be performed concurrently (same day) as Turf mowing. Trimming height shall match surrounding area Turf heights. This task shall be completed for all areas as shown in Exhibits. All areas shall be trimmed concurrent with mowing. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming shall be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage.

Repair or replacement required as result of the Contractors Work shall be completed by Contractor at no cost to the Town.

Trimming shall be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. All cuttings shall be removed after trimming.

Trimming heights for ground cover and hedge material should be maintained in accordance with FDOT Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <http://www.dot.state.fl.us/rddesign/DS/12/idx/00546.pdf>.

5.5 **LANDSCAPING**

There is a total of 1,688 linear feet of Landscape Area in Exhibit A and 3,500 linear feet of Landscape Area in Exhibit B, which is primarily located at the off-ramps in Exhibit A and a I-75 sound wall in Exhibit B. All Landscaping shall be maintained in a healthy, neat, and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards. All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and so as to promote flowering and general plant vitality. All vegetative trimmings and debris shall be

removed from the bedding areas with each mowing cycle. All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.

Contractor shall fertilize, water (as necessary), trim, eliminate weeds, and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers shall be replaced at no cost to the Town unless the condition of the landscaping is due to an outside third party, force majeure, or directly by the Town's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Shrubs and ground cover material shall be pruned as part of every mowing cycle to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All shrubs in the right of ways shall be pruned or sheared to comply with Florida Department of Transportation (FDOT) specifications Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <http://www.dot.state.fl.us/rddesign/DS/12/Idx/00546.pdf>. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.

Planting of landscape and plant material will be the responsibility of the proposer. The size and type of landscape and plant material shall be determined by the Town Manager or his designee. This will be an additional service under the contract.

The Contractor shall maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering as necessary during dry periods. Contractor shall remove any exotic plants upon identification. Grass and weeds shall not be permitted to grow above the flower beds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. The Contractor shall provide and apply mulch to all tree rings and landscape beds twice annually. Mulch type and color shall be approved by the Town's Representative.

5.6 WEED CONTROL

The Contractor shall perform weed control to prevent the encroachment of weeds into established around trees, flower beds, paved areas, concrete areas, etc.

- a. Landscaping, shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.
- b. All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.
- c. Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.

- d. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- e. All vines growing along or on fences shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.
- f. Turf shall be free of the following, similar, or any other undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

- | | |
|--|-------------------------|
| 1) Alexander grass | 11) Johnsongrass |
| 2) Annual, Purple, and Yellow Sedge | 12) Knotweed |
| 3) Broomsedge | 13) Lespedeza |
| 4) Castor Bean | 14) Maiden Cane |
| 5) Cogon grass | 15) Ragweed |
| 6) Crabgrass | 16) Rhodesgrass |
| 7) Crowsfoot | 17) Sandspur |
| 8) Dogfennel | 18) Spanish Needle |
| 9) Dollarweed | 19) Tropical Soda Apple |
| 10) Goosegrass | 20) Vaseygrass |
| | 21) White Clover |

5.7 LITTER/DEBRIS REMOVAL

The Contractor shall retrieve and dispose of all litter and debris on a per-cycle basis in areas in Exhibit A and B. Litter removal from roadside areas is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Town, but it is more important to provide safety. Litter in the ROW is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the roads, the motorists, pedestrians, and the equipment operators.

The Contractor shall perform litter and debris removal in all areas where Work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.. Leaves shall be removed from all sidewalks, pathways, and paved areas.

Contractor shall sweep all affected areas and sidewalks where Turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing local, state, and federal regulations. Town dumpsters or other containers are not to be used for disposal of any litter, debris or Turf trimmings.

Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town's Representative in writing. Failure to report a Hazardous Condition shall result in a reduction in payment in accordance with Article 4.9.

5.6 PEST IDENTIFICATION AND CONTROL

The Contractor shall be able to control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus. The Contractor shall be fully licensed to spray pesticides, and shall use sound practices standard in the industry that aid in preventing the presence or proliferation of insects and diseases. This Work may be subcontracted with the prior written approval of the Project Manager. Contractor shall identify disease(s) and pest infestation(s) and report such finding to the Project Manager in writing.

Insects in turf shall be controlled by both curative and preventative measures. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the Town's Representative for review immediately after it is received by the Contractor.

The Project Manager may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the Project Manager. The Contractor's DPMP shall establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. If the Project Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service.

Contractor shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel.

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc. at no cost to the Town.

5.7 FERTILIZING

Fertilizers must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or

university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor.

All fertilizing will be performed on an as needed basis and such Work will be done through a Work Order and shall be considered an Additional Service.

Contractor shall notify the Project Manager one (1) week in advance of fertilizing so that the Project Manager can make any necessary changes to Town operations or activities.

Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager.

The Town shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source.

St. Augustine/Bahia Grass – St. Augustine and Bahia turf shall be fertilized three (3) times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and results of soil analysis.

5.8 HERBICIDES

All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Town regulations.

Contractor may use herbicides to kill all weeds and foreign grasses around trees, shrubs, hedges, flower beds, fencing, and paved/concrete areas. Use and application shall be in strict compliance with the manufacturer's label directions.

Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved herbicide

usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request from the Project Manager.

The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.

5.9 FUNGICIDE

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the Project Manager, the Contractor shall address the problem immediately with the Project Manager and a mutually agreeable application shall be applied as an additional service, which shall be performed as an Additional Service.

5.10 REPAIR OF DAMAGED AREAS

Areas damaged by contractor vehicles, erosion, drought or pest(s)/disease(s) shall be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

5.11 TURF RENOVATION AND REPLACEMENT

Renovations may be required if conditions warrant such a procedure. However, renovations will only be made at the Town's cost and expense after approval in writing by the Project Manager.

Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.

Proper watering, fertilization and pest management will be critical during and after renovation. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.

The Contractor shall notify the Project Manager in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement. All such Work shall be performed as an Additional Service.

The Contractor shall identify, report, and price to the Project Manager any sod renovation work that will be needed. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include but not be limited to sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for weeds, sod installation, and maintenance during grow in period. The Project Manager shall

authorize all work orders for sod renovations prior to commencement of the Work described herein.

The Contractor shall provide all turf warranty information and turf certification documentation to the Town's Representative.

END OF SECTION

Bid Form: (Page 1 of 3)

SECTION 6

BID FORM

Bid submittal of _____
(Name of Bidder)

(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

**FDOT Ground Maintenance Services
Bid No: 2016-26R**

**To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
6601 Main Street
Miami Lakes, Florida 33014**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

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

BID FORM: (Page 2 of 3)

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security acceptable to the Town, if required by the Contract Documents, each for not less than the total Bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

NOTE: Bidders must submit pricing for Zones A and B and the Additional Services items. Failure to submit prices for all will result in the Bid being determined non-responsive.

| Base Bid | | | |
|------------------------------------|-------------------------|-------------------------|------------------------|
| <u>Ground Maintenance Services</u> | <u>Cost Per Service</u> | <u>Quantity</u> | <u>Extended Amount</u> |
| Zone A (Refer to Exhibit "A") | \$ | 18 Services Per Year | \$ |
| Bid Alternate | | | |
| <u>Ground Maintenance Services</u> | <u>Cost Per Service</u> | <u>Quantity</u> | <u>Extended Amount</u> |
| Zone B (Refer to Exhibit "B") | \$ | 18 Services Per Year | \$ |

Additional Services (to be performed on an as needed basis per Work Order). Additional Services will not be included in the determination of the lowest responsive and responsible Bidder.

| Bid Item No. | Description | Unit of Measure | Price |
|--------------|---------------------------------|--------------------------|--|
| AD-1 | Mulch | Per installed cubic yard | Red mulch \$ _____ |
| AD-2 | Fertilizer Application | Per applied 50-lb bag | Trees & Palms \$ _____ Shrubs \$ _____ Turf Areas \$ _____ |
| AD-3 | Sod repair/Installation - Bahia | Per pallet/ Per job | 1-5 Pallets \$ _____ p/pallet 6-10 Pallets \$ _____ p/pallet 10-up Pallets \$ _____ p/pallet |

| | | | |
|------|--|---------------------|--|
| AD-4 | Sod repair/Installation - Captiva, St. Augustine | Per pallet/ Per job | 1-5 Pallets \$ _____ p/pallet 6-10 Pallets \$ _____ p/pallet 10-up Pallets \$ _____ p/pallet |
| AD-5 | Supplemental/Additional Turf Mowing and Debris Removal | Per acre | \$ _____ per acre |
| AD-6 | Supplemental/Additional Landscape Maintenance and Trimming | Per linear foot | \$ _____ per linear foot |
| AD-7 | Supplemental/Additional Weed Control | Per acre | \$ _____ per acre |

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

City/State/Zip: _____

Telephone No.: _____

E-Mail Address: _____

Social Security No. or Federal I.D.No.: _____ Dun and Bradstreet No.: _____
(if applicable)

END OF SECTION

ITB 2016-26R

ADDENDUM ACKNOWLEDGEMENT FORM

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

| | |
|---------------------|-------------|
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |

_____ No Addendum issued for this ITB

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**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 bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, 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 bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

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

Section 7- Attachments

QUESTIONNAIRE

This Completed Form **Must** Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit **Additional** Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Shall 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 Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder 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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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 three (3) 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:

☐ 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"/> |
| _____ | _____ | <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 & Bond Information

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, 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

B. Project Manager (Field Supervisor)

1. Project Manager for this Project:

a. Name: _____

b. Years with Company: _____

c Licenses/Certifications: _____

d. Last 3 projects with the company including role, scope of work, & value of project:

C. Current and Prior Experience:

Bidder must utilize the Reference Certification Form provided herein in order to certify that the Bidding firm meets Minimum Qualifications.

REFERENCE CERTIFICATION FORM

The following is a list of at least three (3) references that Bidder has provided similar services to in the past three (3) years. Government agency references are preferred.

- 1) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

- 2) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

- 3) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its 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

State of _____ }
 _____ } SS:
 County of _____ }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, 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;

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

By: _____

Witness

(Printed Name)

(Title)

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017,

**FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION
CONTAINED IN THIS FORM.**

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 _____

(type of identification) My commission expires _____

(Printed, typed or stamped commissioned
name notary public)

END OF SECTION

SECTION 8
CONTRACT EXECUTION FORM

This Contract _____ (contract number) made this ____ day of _____ in the year ____ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

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

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20____.

Corporate Secretary

(Corporate Seal)

ITB 2016-26R
Ground Maintenance Services for FDOT ROW Sites

| | SUPERIOR LANDSCAPING AND LAWN SERVICE, INC. | | SFM SERVICES, INC. | | VISUALSCAPE, INC. | | ALL AROUND TOWN, INC. | |
|-------------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|
| | Cost per Service | Extension Amount | Cost per Service | Extension Amount | Cost per Service | Extension Amount | Cost per Service | Extension Amount |
| Base Bid Zone "A" | \$ 826.88 | \$ 14,883.84 | \$ 2,000.00 | \$ 36,000.00 | \$ 2,100.00 | \$ 37,800.00 | \$ 2,107.69 | \$ 37,938.42 |
| Alt Zone "B" | \$ 1,660.00 | \$ 29,880.00 | \$ 600.00 | \$ 10,800.00 | \$ 850.00 | \$ 15,300.00 | \$ 390.66 | \$ 7,031.88 |

FDOT GROUND MAINTENANCE



Maintenance Area



Bid Form: (Page 1 of 3)

SECTION 6

BID FORM

Bid submittal of Superior Landscaping & Lawn Service, Inc.
(Name of Bidder)

2200 NW 23 Avenue Miami, FL 33142
(Address)

Submitted on: 3/30/16
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

FDOT Ground Maintenance Services
Bid No: 2016-26R

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

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

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

BID FORM: (Page 2 of 3)

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security acceptable to the Town, if required by the Contract Documents, each for not less than the total Bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

NOTE: Bidders must submit pricing for Zones A and B and the Additional Services items. Failure to submit prices for all will result in the Bid being determined non-responsive.

| Base Bid | | | |
|------------------------------------|-------------------------|-------------------------|------------------------|
| <u>Ground Maintenance Services</u> | <u>Cost Per Service</u> | <u>Quantity</u> | <u>Extended Amount</u> |
| Zone A (Refer to Exhibit "A") | \$ 826.88 | 18 Services Per Year | \$ 14,884.84 |
| Bid Alternate | | | |
| <u>Ground Maintenance Services</u> | <u>Cost Per Service</u> | <u>Quantity</u> | <u>Extended Amount</u> |
| Zone B (Refer to Exhibit "B") | \$ 1,660.00 | 18 Services Per Year | \$ 29,881.08 |

Additional Services (to be performed on an as needed basis per Work Order). Additional Services will not be included in the determination of the lowest responsive and responsible Bidder.

| Bid Item No. | Description | Unit of Measure | Price |
|---------------------|---------------------------------|--------------------------|--|
| AD-1 | Mulch | Per installed cubic yard | Red mulch \$ <u>55.00</u> |
| AD-2 | Fertilizer Application | Per applied 50-lb bag | Trees & Palms \$ <u>47.00</u> Shrubs \$ <u>47.00</u> Turf Areas \$ <u>47.00</u> |
| AD-3 | Sod repair/Installation - Bahia | Per pallet/ Per job | 1-5 Pallets \$ <u>350.00</u> p/pallet 6-10 Pallets \$ <u>300.00</u> p/pallet 10-up Pallets \$ <u>275.00</u> p/pallet |

| | | | |
|------|--|---------------------|--|
| AD-4 | Sod repair/Installation - Captiva, St. Augustine | Per pallet/ Per job | 1-5 Pallets \$ <u>375.00</u> p/pallet 6-10 Pallets \$ <u>325.00</u> p/pallet 10-up Pallets \$ <u>300.00</u> p/pallet |
| AD-5 | Supplemental/Additional Turf Mowing and Debris Removal | Per acre | \$ <u>288.00</u> per acre |
| AD-6 | Supplemental/Additional Landscape Maintenance and Trimming | Per linear foot | \$ <u>0.15</u> per linear foot |
| AD-7 | Supplemental/Additional Weed Control | Per acre | \$ <u>740.00</u> per acre |

Firm's Name: Superior Landscaping & Lawn Service, Inc.

Signature: _____

Printed Name/Title: Orlando Otero, President

City/State/Zip: 2200 NW 23 Avenue Miami, FL 33142

Telephone No.: 305-634-0717

E-Mail Address: superlandscape@bellsouth.net

Social Security No. or Federal
I.D.No.: 65-0838100

Dun and
Bradstreet No.: 962739264
(if applicable)

END OF SECTION

ITB 2016-26R

ADDENDUM ACKNOWLEDGEMENT FORM

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

| | |
|-------------------------|----------------------|
| Addendum No. <u>1</u> , | Dated <u>3/17/16</u> |
| Addendum No. <u>2</u> , | Dated <u>3/25/16</u> |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |
| Addendum No. _____, | Dated _____ |

_____ No Addendum issued for this ITB

Firm's Name: Superior Landscaping & Lawn Service, Inc.

Signature: _____

Printed Name/Title: Orlando Otero, President

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Superior Landscaping & Lawn Service, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 28 day of March, 2016, a resolution was duly passed and adopted authorizing (Name) Orlando Otero as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 29, day of March, 2016.

Secretary: [Signature]
Print: Maria Valdes

**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 bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____
Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

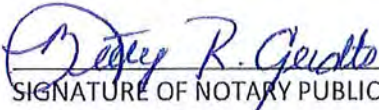
NOTARIZATION

STATE OF Florida)

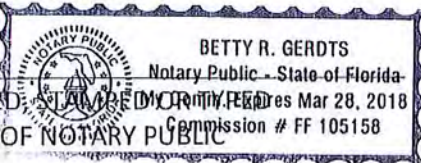
) SS:

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 28 day of March, 2016, by Orlando Otero, 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


BETTY R. GERDTS
Notary Public - State of Florida
PRINTED NAME OF NOTARY PUBLIC
Commission # FF 105158
Expires Mar 28, 2018

Section 7- Attachments

QUESTIONNAIRE

This Completed Form Must Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit Additional Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Shall 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 Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder 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

Miami-Dade Business Local Business Tax Receipt 1593855 9/30/2015

Certified Plumbing Contractor CFC1425682 8/31/2014

Advance Maintenance of Traffic 3/11/2015

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

b. Date company licensed by the State of Florida or Miami-Dade County: 1998

c. State and Date of Incorporation: Florida and May 18, 1998

c. What is your primary business? Landscaping, Pest Control
(This answer should be specific)

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

Bernard Levy, Certified Plumbing Contractor

e. Names of previous Qualifiers during the past three (3) years including, license numbers, relationship to company and years as qualifier for the company

N/A

2. Name and Licenses of any prior companies

| Name of Company | License No. | Issuance Date |
|-----------------|-------------|---------------|
|-----------------|-------------|---------------|

Not applicable

3. Type of Company:

☒ 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 |
|----------------------|------------------|----------------|
| <u>Orlando Otero</u> | <u>President</u> | <u>90%</u> |
| <u>Maria Valdes</u> | <u>Secretary</u> | <u>10%</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 |
| <u>Orlando Otero</u> | <u>President</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Maria Valdes</u> | <u>Secretary</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Explanation for Other: _____

5. Employee Information

Total No. of Employees: 130 Number of Managerial/Admin. Employees: 25

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

Tradesman: 10 ; Fieldworkers: 135 ; Supervisor: 10

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 & Bond Information

a. Insurance Carrier name & address: Gulfshore Insurance - Naples

4100 Goodlette Road North Naples, FL 34103-3303

b. Insurance Contact Name, telephone, & e-mail: Michelle A. Kalicharan

239-435-7143; MKalicharan@gulfshoreinsurance.com

c. Insurance Experience Modification Rating (EMR): 1.01 2016
(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.

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:

No.

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, 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

B. Project Manager (Field Supervisor)

1. Project Manager for this Project:

a. Name: Julio Valdes

b. Years with Company: 15

c. Licenses/Certifications: MOT, Tree Trimming

d. Last 3 projects with the company including role, scope of work, & value of project:

City of Miami Beach, Supervisor, Landscape \$250,000.00

Fisher Island, Supervisor, Landscape, \$1,800,000.00

FDOT, Supervisor, Landscape, \$774,000.00

C. Current and Prior Experience:

Bidder must utilize the Reference Certification Form provided herein in order to certify that the Bidding firm meets Minimum Qualifications.

REFERENCE CERTIFICATION FORM

The following is a list of at least three (3) references that Bidder has provided similar services to in the past three (3) years. Government agency references are preferred.

- 1) Name of Firm, City, County or Agency: Florida Department of Transportation
Address: 14655 South West 122 Avenue
City/State/Zip: Miami, FL 33186
Contact: Eddie Taylor
Title: South Dade Road Side Area Manager
Telephone: 786-229-5115
Scope of Work: Landscape, Grounds Maintenance
Contract Term Effective Dates: 2014 - 2015
Contract Amount: \$ 185,000.00

- 2) Name of Firm, City, County or Agency: City of Virginia Gardens
Address: 6498 NW 38th Terrace
City/State/Zip: Virginia Gardens, FL 33166
Contact: Spencer Deno
Title: Mayor
Telephone: 305-986-3017
Scope of Work: Tre trimming, Grounds Maintenance, Landscape
Contract Term Effective Dates: 2013-Ongoing
Contract Amount: \$ 75,000.00

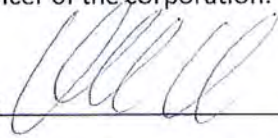
- 3) Name of Firm, City, County or Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road
City/State/Zip: Bonita Springs, FL 34135
Contact: David Liccardi
Title: Senior Project Manager
Telephone: 239-949-6246
Scope of Work: Grounds Maintenance, Landscaping
Contract Term Effective Dates: 2011-Ongoing
Contract Amount: \$ 134,000.00

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

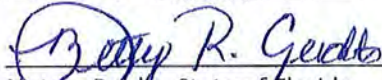
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein
Superior bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and
Landscaping & Lawn Service, Inc. or its consultants, as a commission, kickback, reward or gift, directly or
indirectly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

By: 

Title: Orlando Otero, President

Sworn and subscribed before this

28 day of March, 2016


Notary Public, State of Florida

(Printed Name) BETTY R. GERDTS
Notary Public - State of Florida
My Comm. Expires Mar 28, 2018
Commission # FF 105158
My commission expires: 03-28-18

NON-COLLUSIVE AFFIDAVIT

State of Florida }
 } SS:
County of Miami-Dade

Orlando Otero being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Superior Landscaping & Lawn Service, 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;

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: _____

Orlando Otero
(Printed Name)

President _____
(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)
) SS:
County of Miami-Dade

BEFORE ME, the undersigned authority, personally appeared Orlando Otero 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 28 day of March, 2016.

My Commission Expires:



Betty R. Gerds
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 Orlando Otero, President

[print individual's name and title]

for Superior Landscaping & Lawn Service, Inc.

[print name of entity submitting sworn statement]

whose business address is

2200 NW 23 Avenue Miami, FL 33142

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0838100

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

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

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

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

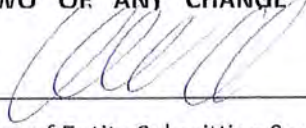
☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017,

FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



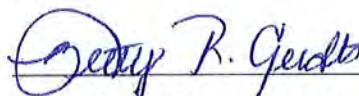
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 28 day of March, 2016.

Personally known Orlando Otero_____

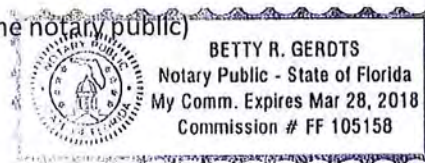
OR produced identification _____ Notary Public – State of FLORIDA

(type of identification) My commission expires 03-28-18



(Printed, typed or stamped commissioned

name notary public)



END OF SECTION

CORPORATE RESOLUTION

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

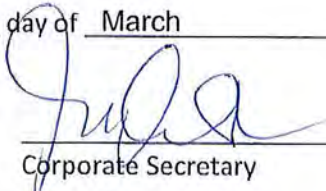
WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

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

Orlando Otero, is hereby authorized
(type name of officer)

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

DATED this 28 day of March, 2016.



Corporate Secretary

(Corporate Seal)

Town of Miami Lakes
ITB 2016-26R
Ground Maintenance Services for FDOT Right-of-Way Sites
Addendum #1

Due Date: 2:00 PM March 30, 2016

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB") 2016-26R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents.

Questions (3 of 3)

1. Should 2 inches of mulch twice per year be included in the pricing for the 18 services of both the base bid and the alternates? Should all shrubs, hedges, groundcovers, and tree rings be mulched? Or just the ones that are currently being mulched right now?

Response: Mulch should not be included in the price for Zone A nor Zone B. Mulching will be on an as needed basis utilizing pricing under Additional Services.

Section 5.5. LANDSCAPING regarding mulching has been amended as follows.

~~Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. The Contractor shall provide and apply mulch to all tree rings and landscape beds twice annually. Mulch type and color shall be approved by the Town's Representative.~~

As an Additional Service, the Town may request mulch around landscaping and flower beds, as needed, which shall extend two feet (2') from the base of the landscaping. Mulch depth and locations shall be selected and approved by the Town's Representative.

2. Who is the current contractor performing this contract, and is 2/year mulch part of the current budget?

Response: The current contract is available on the Town's website at the following link: http://miamilakes-fl.gov/index.php?option=com_docman&view=download&alias=2849-2013-07&category_slug=active-contracts&Itemid=604. Section 5.5 includes the mulch requirement as part of the current contract and price.

3. What type of hedge material will be installed in the area covered by the alternate (Zone B)? Will trimming for these hedges be part of the 18 services? What size should these newly installed shrubs be maintained? Will that hedge also receive mulch twice per year?

Response: Conocarpus E 'Sericeus' and Clusia Guttifera hedges will be installed. Trimming the hedges is part of the 18 services of Zone B'. Hedges should be maintained between 6-8 feet in height, unless otherwise requested by the Town. Mulching is not a part of the base service level; only at the request of the Town as an Additional Service.

Continued on Page 2

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

Acknowledgement:

Orlando Otero

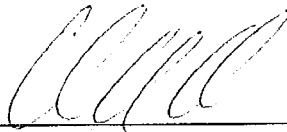
Name of Signatory

President

Title

3/28/16

Date



Signature

Superior Landscaping & Lawn Service, Inc.

Name of Bidder

Christina Semeraro, MPA, CPPB
Procurement Manager

Town of Miami Lakes
ITB 2016-26R
Ground Maintenance Services for FDOT Right-of-Way Sites
Addendum #2

Due Date: 2:00 PM March 30, 2016

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB") 2016-26R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents.

Questions (1 of 1)

1. See attached photos taken at Zone "B", the I-75 sound wall. Can you clarify if the area that needs to be maintained is on the outside of the chain link fence, or on the inside of the chain link fence. Is the existing plant material (areca palms) going to be replaced with the hedge?

Response: The fencing currently installed is temporary and does not accurately represent the existing ROW. The ROW is approximately four (4) feet from the back of the sound wall. The intent is to install the hedges as proposed by the plans, within the four (4) feet – between sound wall and existing ROW.

The referenced existing plant material is maintained by our vendor for ROW maintenance and does not fall within the scope of this ITB.



Continued on Page 2

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

Acknowledgement:

Orlando Otero

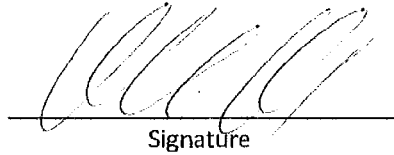
Name of Signatory

President

Title

3/28/16

Date


Signature

Superior Landscaping & Lawn Service, Inc.

Name of Bidder

Christina Semeraro, MPA, CPPB
Procurement Manager

ACORD™

Client#: 71430

SUPLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2015

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 Gulfshore Insurance - Naples 4100 Goodlette Road North Naples, FL 34103-3303 239 261-3646 | CONTACT NAME: Michelle A. Kalicharan PHONE (A/C, No, Ext): 239 435-7143 FAX (A/C, No): 239 213-2852 E-MAIL ADDRESS: mkalicharan@gulfshoreinsurance.com |
| INSURED Superior Landscaping & Lawn Service, Inc 2200 NW 23rd Ave Miami, FL 33142 | INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Amerisure Mutual Insurance Co INSURER C: Amerisure Partners Insurance Co INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | GL20901220102 | 12/01/2015 | 12/01/2016 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | CA20901200106 | 12/01/2015 | 12/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0 | | GU20901230102 | 12/01/2015 | 12/01/2016 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WC209034401 | 12/01/2015 | 12/01/2016 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"Sample"

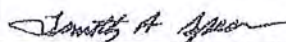
CERTIFICATE HOLDER

CANCELLATION

"Sample"

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



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The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

is a member of the

Florida Nursery, Growers & Landscape Association
through June 30, 2016



Ben Bolusky, Executive Vice President



FLORIDA NURSERY, GROWERS
AND LANDSCAPE ASSOCIATION

Leading Florida's Green Industry

*Member in good
standing since 2011*



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

DICKENS, BRIAN MATTHEW
SUPERIOR LANDSCAPING & LAWN SERVICE INC
10 ARAGON AVENUE, UNIT 901
CORAL GABLES FL 33134

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. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1507080

ISSUED: 09/08/2015

CERTIFIED GENERAL CONTRACTOR
DICKENS, BRIAN MATTHEW
SUPERIOR LANDSCAPING & LAWN SERVICE

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1509080002260

DETACH HERE

RICK SCOTT, GOVERNOR

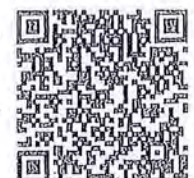
KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

| | |
|----------------|--|
| LICENSE NUMBER | |
| CGC1507080 | |

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

DICKENS, BRIAN MATTHEW
SUPERIOR LANDSCAPING & LAWN SERVICE INC
2200 NW 23RD AVENUE
MIAMI FL 33142



ISSUED: 09/08/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1509080002260

001021

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



4050209

BUSINESS NAME/LOCATION
SUPERIOR LANDSCAPING & LAWN SERVICE INC
2200 NW 23 AVE
MIAMI FL 33142

RECEIPT NO.
RENEWAL
5454996

EXPIRES
SEPTEMBER 30, 2016
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SUPERIOR LANDSCAPING & LAWN SVC
INC

Employee(s) 1

SEC. TYPE OF BUSINESS
213 PEST CONTROL SERVICE
LC116183

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 08/10/2015
ECHECK-15-159542

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.miamidadegov/taxcollector

001586

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

7179924

BUSINESS NAME/LOCATION

SUPERIOR LANDSCAPING & LAWN SERVICE INC
2201 NW 23 CT
MIAMI FL 33142

RECEIPT NO.

RENEWAL
7460242



EXPIRES
SEPTEMBER 30, 2016

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

SUPERIOR LANDSCAPING & LAWN SVC
INC

Worker(s) 80

SEC. TYPE OF BUSINESS

196 PLUMBING CONTRACTOR
CFC1425682

PAYMENT RECEIVED

BY TAX COLLECTOR

\$255.00 08/10/2015
ECHECK-15-159543

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-270.

For more information, visit www.miamidade.gov/taxcollector

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

| | | |
|--------------|----------|----------------|
| Date | File No. | Expires |
| May 14, 2015 | JB160603 | April 30, 2016 |

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED
UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD
EXPIRING: April 30, 2016 AT

2200 NW 23RD AVE
MIAMI, FL 33142
SUPERIOR LANDSCAPING & LAWN SERVICE Lawn and Ornamental
INC
P O BOX 35-0095
MIAMI, FL 33135


ADAM H. PUTNAM, COMMISSIONER



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

LEVY, BERNARD A
SUPERIOR LANDSCAPING & LAWN SERVICE INC
12041 NW 20 STREET
PLANTATION FL 33323

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. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CFC1425682 ISSUED 05/29/2014

CERTIFIED PLUMBING CONTRACTOR
LEVY, BERNARD A
SUPERIOR LANDSCAPING & LAWN SERVICE

IS CERTIFIED under the provisions of Ch. 489 F.S.
Expiration date: AUG 31, 2016 L1405290001776

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



| LICENSE NUMBER |
|----------------|
| CFC1425682 |

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2016

LEVY, BERNARD A
SUPERIOR LANDSCAPING & LAWN SERVICE INC
12041 NW 20 STREET
PLANTATION FL 33323



Certificate of Qualification

This certifies that

Julio Valdes

has attended and successfully completed the Florida DOT Approved Course

Advanced Maintenance of Traffic Refresher

Conducted at Orlando on the 16 day of May, 2013

Instructor: Allen Schrumpf

Expiration Date: 5/16/2017



T2 CTT
Traffic Control Technician
Provider 38

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date
June 12, 2014

File No.
LF220940

Expires
June 11, 2018

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: June 11, 2018

CASIMIRO GORDILLO
27707 S DIXIE HWY APT 215
HOMESTEAD, FL 33032


ADAM H. PUTNAM, COMMISSIONER

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Casimiro Gordillo

GV24687-1

GV24687

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV4958-1

Certificate #

GV4958

Trainee ID #

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

**Certificate of Training
Best Management Practices
Florida Green Industries**

The undersigned hereby acknowledges that

Daniel Roque

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm

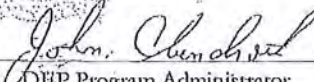
Issuer

Mayer

Instructor

4/23/2009

Date of Class


DEP Program Administrator

Not valid without seal



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 20, 2015

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.
2200 NW 23 AVE
MIAMI FL 33142

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2016. However, the new application is due 4/30/2016.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on
X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

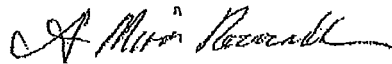
Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), GRASSING, SEEDING AND SODDING, LANDSCAPING

FDOT APPROVED SPECIALITY CLASSES OF WORK:
IRRIGATION, TREE TRIMMING.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,


M Juanita Moore, Manager
Contracts Administration Office

JM:cj

www.dot.state.fl.us

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|--|-----------------|
| 2006 Prentice Loader | Owned |
| Terra Topper Fertilizer Unit | Owned |
| 2006 Anderson Trailer Vin 8896 | Owned |
| 2007 Anderson Trailer Vin 7381 | Owned |
| 2006 Hooper Trailer 7x18'6 Ton Vin 0032 | Owned |
| 2007 Anderson 7 Ton Trailer Vin 6996 | Owned |
| 2007 Anderson Trailer Vin 0585 | Owned |
| 2007 Anderson trailer Vin 0584 | Owned |
| 8' x 16 Suncoast Enclosed Trailer Vin 3462 | Owned |
| 1991 Great Dane 48" Trailer | Owned |
| 2009 Better Built Trailer | Owned |
| 2005 Utility Flatbed | Owned |
| 2005 Rori Trailer | Owned |
| 1997 Chevy Tiltmaster 12' Pipe body Vin 0939 | Owned |
| 2000 Isuzu 14' Dump truck Vin 0886 | Owned |
| 2000 Ford Ranger Pickup Vin 9163 | Owned |
| 2004 Ford F750 Pickup - Grapple Vin 8748 | Owned |
| 2007 Ford F-150 Vin 4022 | Owned |
| 2007 Ford F-150 XL Vin 6525 | Owned |
| 2007 Ford F-150 XL Vin 6520 | Owned |
| 2007 Ford F-150 XL Vin 6524 | Owned |
| 2007 Ford F-150 XL Vin 6521 | Owned |
| 2007 Ford F-150 XL Vin 6526 | Owned |
| 2007 Ford F-150 XL Vin 6527 | Owned |
| 2007 Ford F-150 XL Vin 6534 | Owned |
| 2007 Ford F-150 XL Vin 6533 | Owned |
| 2007 Ford F-150 XL Vin 6530 | Owned |
| 2007 Ford F-150 XL Vin 6529 | Owned |
| 2007 Ford F-150 XL Vin 6523 | Owned |
| 2007 Ford F-150 XL Vin 6522 | Owned |
| 2007 Ford F-150 XL Vin 6532 | Owned |
| 2007 Ford F-150 XL Vin 6528 | Owned |
| 2006 Intl 4300 Bucket Truck Vin 5101 | Owned |
| 2006 Intl 4300 Bucket Truck Vin 5113 | Owned |
| 2007 Ford Cargo Van Vin 5739 | Owned |
| 2007 Ford Cargo Van Vin 5740 | Owned |
| 2007 Ford Cargo Van Vin 5741 | Owned |
| 2007 Ford Cargo Van Vin 5742 | Owned |
| 2005 Ford F-650 Vin 8134 | Owned |
| 2007 Ford 10' Flat Bed Vin 6043 | Owned |
| 2006 Isuzu MPR-HD Vin 4485 | Owned |
| 2006 Isuzu MPR-HD Vin 3886 | Owned |
| 2002 Ledwell/Freightliner Water Truck | Owned |
| 2003 Ford F-650 Water Truck Body Vin 2568 | Owned |
| 2007 Isuzu NPR-HD Flatbed Vin 4860 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

| Purchase Description | January 21, 2016 Owned or Leased |
|---|-------------------------------------|
| 2001 Sterling at 9500 Vin 0686 | Owned |
| 2005 Ford F-6500 A/Water Tank Vin 2052 | Owned |
| 2005 Ford F-550 Crew Cab Vin 9326 | Owned |
| 2005 Ford F-550 Crew Cab Vin 3703 | Owned |
| 2007 GMC W4500 Crew Cab Vin 1277 | Owned |
| 2008 Nissan Sentra Vin 0185 | Owned |
| 2008 Nissan Sentra Vin 4722 | Owned |
| 2008 Nissan Sentra Vin 8460 | Owned |
| 2008 Nissan Sentra Vin 9026 | Owned |
| 2006 GMC W5500 Vin 3094 | Owned |
| 2007 Chevy CW5500 Vin 2709 | Owned |
| 2007 Isuzu NPR HD Vin 5969 | Owned |
| 2006 Isuzu NPR Vin 3667 | Owned |
| 2007 Isuzu NPR Crew Cab 12' FB Vin 9770 | Owned |
| 2006 Ford 650 Reg Cab Vin 5191 | Owned |
| 2006 Ford F450 Flat Bed Vin 3409 | Owned |
| 2006 Ford 550 P-Rack Vin 1170 | Owned |
| 2006 Ford 450-P Rack Vin 3410 | Owned |
| 2005 Ford 550-Dump Bed Vin 7044 | Owned |
| 2005 Ford F-650 Water Truck 5666 | Owned |
| 2013 Toyota Corolla 3255 | Owned |
| 2013 Toyota Corolla 6192 | Owned |
| 2013 Volvo S60 7402 | Owned |
| 2006 Ford F-650 Water Truck 4104 | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2013 Ford F-150 Reg Cab | Owned |
| 2008 Ford F-650 Water Truck 4121 | Owned |
| 2014 Volvo S60 T5 VIN YV1612FS5E2274019 | Owned |
| Arrowboard Wanco SP 55-LSA | Owned |
| Arrowboard Wanco SP 55-LSA | Owned |
| Arrowboard Solar Powered 15 Light WT SP | Owned |
| Large outline style Arrow Board w/basic LED | Owned |
| Caterpillar D250E-11 | Owned |
| 2000 Caterpillar D250E-II | Owned |
| Caterpillar 420E Backhoe Loader | Owned |
| KAW Blower Tube Throttle KRB750BC | Owned |
| KAW Blower Tube Throttle KRB750BC | Owned |
| Shindaiwa SHEEB802RT Blower | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

| Purchase Description | January 21, 2016 Owned or Leased |
|-------------------------------------|-------------------------------------|
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| Shindaiwa SHEEB802RT Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| Shindaiwa SHEEB208RT Blower | Owned |
| Shindaiwa SHEEB208RT Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo QECPB770T 64cc Blower | Owned |
| Echo 63CC Blower | Owned |
| Echo 63CC Blower | Owned |
| Echo 63CC Blower | Owned |
| Echo 63CC Blower | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| KAW Blower Tube Throttle KRB750B-A3 | Owned |
| CAT Bulldozer D-8 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-290-20 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-391-25 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|------------------------------------|-----------------|
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw SSTEMS192T-16 | Owned |
| Stihl 16" Chain Saw MS192TC-E-16 | Owned |
| Stihl 16" Chain Saw MS192TC-E-16 | Owned |
| Stihl 16" Chain Saw MS192TC-E-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS441-25 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Stihl Chain Saw STEMS-192T-16 | Owned |
| Hitachee Chipper | Owned |
| 2007 Vermeer BC1500 Chipper | Owned |
| 2007 Vermeer BC1500 Chipper | Owned |
| 2003 Vermeer BC1400 Chipper | Owned |
| Sod Cutter | Owned |
| Stihl STEFC-90 Edger | Owned |
| Stihl STEFC-90 Edger | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Shindaiwa Edger SHELE254 | Owned |
| Stihl STEFC-90 Edger | Owned |
| 2009 KAW Edger KEL27B-A1 | Owned |
| Stihl STEFC-90 Edger | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Shindaiwa Edger SHELE242 | Owned |
| Stihl STEFC-90 Edger | Owned |
| Stihl STEFC-90 Edger | Owned |
| Shindaiwa Edger SHELE260 | Owned |
| Stihl STEFC-90 Edger | Owned |
| Stihl STEFC-90 Edger | Owned |
| Yanmar Mini Excavator Model 35N-2 | Owned |
| Yanmar Model VI0273 Mini Excavator | Owned |
| Caterpillar 330 BL Excavator | Owned |

Superior Landscaping Lawn Service, Inc.

January 21, 2016
Owned or Leased

Page 5 of 10

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | Owned or Leased |
|---|-----------------|
| KAW 60" Z Master G3 29HP | Owned |
| KAW 60" Z Master G3 29HP | Owned |
| KAW 60" Z Master G3 29HP | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| Toro Z Master G3 29 HP 60' | Owned |
| KAW 48" 17 HP Hydro Mower | Owned |
| 60" Z Master G3 29HP KAW | Owned |
| KAW 60" Z Master GS 29HP | Owned |
| KAW 60" Z Master GS 29HP | Owned |
| KAW 60" Z Master GS 29HP | Owned |
| Snapper Ninja 21' Mower | Owned |
| Snapper 21' Easy Speed KAW 6HP Mower | Owned |
| Snapper Ninja 21' Mower | Owned |
| 2004 Hydro Tek Pressure Washer w/ Trailer | Owned |
| 2004 Hydro Tek Pressure Washer w/ Trailer | Owned |
| Echo 26CC Power Pruner | Owned |
| Echo PPT 265 Power Pruner 12' 8" Fully | Owned |
| STEHT101 Extendible Pruner | Owned |
| STEHT101 Extendible Pruner | Owned |
| Honda Water Pump Model WH20X | Owned |
| Honda Water Pump Model 3065HL | Owned |
| Motorola CP-200-XLS Radio | Owned |
| To record Doc fees for asset financing - GE Money | Owned |
| 200-Gallon Sprayer W/ Accessories | Owned |
| 2350 Gallon Tank ACE 2" Poly Bulkhead Fitting | Owned |
| Hoshizaki Ice Machine w/Storage bin | Owned |
| Large Outlet Style Arrowbaord | Owned |
| Blade Grinder 1-1/2 HP | Owned |
| Honda 4HP OHV Engine-Landscape dept | Owned |
| KAW 61"Velocity 26HP L | Owned |
| KAW 61"Velocity 26HP L | Owned |
| 2350 Gal. Tank Ace 2" Poly Bulkhead fitting | Owned |
| 61" Veloc 26HP KAWL | Owned |
| 200-Gallon Sprayer W/ Accessories | Owned |
| Trimmer 0580 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (12) KAW Edgers KEL27B-A1 | Owned |
| Purchase of (8) KAW Hedgetrimmer KHS1100-B1 | Owned |
| Purchase of (8) KAW Hedgetrimmer KHS1100-B1 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

January 21, 2016
Owned or Leased

| Purchase Description | |
|--|-------|
| Purchase of (12) KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Purchase of (12) KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Purchase of (12) KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Purchase of (12) KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Purchase of (2) KAW Edger KEL27B-A1 | Owned |
| 2007 Caterpillar 268B Skid Steer | Owned |
| 2007 New Holland L185 Skid Steer | Owned |
| 2007 New Holland 185 Skid Steer | Owned |
| 2007 New Holland L185 Skid Steer | Owned |
| Herbicide Spray Computer | Owned |
| Sprayer P 100G 5.5HP KAW | Owned |
| Sprayer P 200Gal GNC Space Saver 5.5 1/2 x 300"P | Owned |
| 20' Storage Container | Owned |
| 2007 Vermeer RT200 Walk Behind Trencher | Owned |
| Astec TR660 | Owned |
| Echo Line Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl STEHS86T-40 Hedge Trimmer | Owned |
| Echo Line Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

| Purchase Description | January 21, 2016 |
|--|------------------|
| | Owned or Leased |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Stihl 28.8cc Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Hedge Trimmer ECESHC265 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW 44" Hedge Trimmer KHS1100-B1 | Owned |
| Echo Line Trimmer | Owned |
| Echo Line Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW Edger KEL27B-A1 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

| Purchase Description | January 21, 2016 Owned or Leased |
|--|-------------------------------------|
| Echo Hedge trimmer Eceshc265 | Owned |
| Echo Hedge trimmer Eceshc265 | Owned |
| Shindaiwa T270A Trimmer | Owned |
| Shindaiwa T270A Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Shindaiwa HT 23140 Hedge Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| 2009 KAW Solid Shaft Trimmer KGT27B-A1 | Owned |
| Stihl 28.8cc Trimmer | Owned |
| Shindaiwa STEHS45-24 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |

Superior Landscaping Lawn Service, Inc.

Equipment List

| Purchase Description | January 21, 2016 Owned or Leased |
|---|-------------------------------------|
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Shindaiwa SHET282 Trimmer | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| Stihl Hedge Trimmer STEHL-100 | Owned |
| John Deere 6x4 Diesel Model# 419195 | Owned |
| Gallon Elliptical Horizontal Tank 84x55x142 | Owned |

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

is a member of the

Florida Nursery, Growers & Landscape Association

through June 30, 2017



Ben Bolusky, Executive Vice President



*Member in good
standing since 2011*



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF IFAS

UNIVERSITY of FLORIDA

GI-BMP Trainee ID: GV38971
Certification date: 1/29/2016

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the UF/Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Licensing and Enforcement, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://fyn.ifas.ufl.edu/professionals/instructor_program.html

Test Score: 85%

Beatriz Gerdts
12578 SW 125th Ter
Miami, FL 33186

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Beatriz Gerdts

GV38971-1

Certificate #

GV38971

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV38971-1

Certificate #
GV38971

Trainee ID #

Certificate of Training Best Management Practices Florida Green Industries

UF IFAS
UNIVERSITY of FLORIDA

The undersigned hereby acknowledges that

Beatriz Gerdts

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

D. Rainey
Instructor

1/29/2016
Date of Class

DE Program Administrator

Not valid without seal

**NHC****NIELSON, ROSENHAUS & ASSOCIATES**

A NIELSON HOOVER GROUP COMPANY

SMART UNCOMPROMISING TIMELY EFFECTIVE NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE

November 17, 2015

Superior Landscaping & Lawn Service, Inc.
2200 NW 23 Avenue
Miami, FL 33142

RE: Superior Landscaping & Lawn Service, Inc.
Letter of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Superior Landscaping & Lawn Service, Inc. Their surety is The Ohio Casualty Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to \$10,000,000.00 for a single bond and \$35,000,000.00 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Superior Landscaping & Lawn Service, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Resident Agent

8401 Lake Worth Road
Suite 2-231
Lake Worth, FL 33467
P: 561.713.1453
F: 561.713.1455
www.nielsonbonds.com



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Resolution Proclaiming the Week of May 16-23 as Infrastructure Week

Date: May 3, 2016

Recommendation:

At the April 5, 2016 Regular Council Meeting, staff was directed to prepare a resolution regarding the Town Council's support for proclaiming the week of May 16-23, 2016, as Infrastructure Week in the Town of Miami Lakes.

Attachments:

April Business Item

Resolution Proclaiming Infrastructure Week

Town of Miami Lakes Memorandum

To: **Honorable Mayor and Councilmembers**

From: **Councilman Manny Cid**

Subject: **Infrastructure Week Across America - May 16 - 23, 2016**

Date: **April 5, 2016**

Recommendation:

Infrastructure Week 2016: "Our theme in 2016 - "Infrastructure Matters" - tells the story of what infrastructure means to Americans. It matters, in big ways and in small, to our country, our economy, our quality of life, our safety, and our communities. Roads, bridges, rails, ports, airports, pipes, the power grid, broadband...infrastructure matters to the goods we ship and the companies that make and sell them; it matters to our daily commutes and our summer vacations, to drinking water from our faucets, to the lights in our homes, and ultimately to every aspect of our daily lives."

I would like to pass a resolution officially recognizing Infrastructure Week, specifically outlining how infrastructure matters in our community.

Also, during Infrastructure Week, I would like to coordinate an infrastructure field trip to the MDC Traffic Signals and Signs Division (TS&S) & Miami-Dade Water and Sewer Department treatment plant. The trip will help us highlight how important the TS&S and the treatment plants are to Miami-Dade County and particularly Miami Lakes.

For more information you can visit www.infrastructureweek.org

Fiscal Impact: Small

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF MIAMI LAKES, FLORIDA PROCLAIMING
THE WEEK OF MAY 16-23, 2016 AS INFRASTRUCTURE
WEEK; PROVIDING FOR INCORPORATION OF
RECITALS; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, infrastructure is an important investment for the country's surface and aviation transportation, water and wastewater systems, and energy and broadband networks; and

WHEREAS, chronic underfunding has left the United States less globally competitive and weakened by potholes, corroded water mains and broken sewers, outdated transit systems and travel delays; and

WHEREAS, infrastructure impacts us in big ways and in small: our economy, our quality of life, our safety, our commute, our drinking water from faucets, the lights in our homes, and ultimately every aspect of our daily lives; and

WHEREAS, the Infrastructure Steering Committee represents America's business, labor, and policy-making leadership, and is comprised of more than 100 Affiliate organizations from all sectors of America's economy and civil society; and

WHEREAS, Infrastructure Week is the largest, most diverse, non-partisan coalition of organizations dedicated to strengthening America by rebuilding our infrastructure; and

WHEREAS, the Infrastructure Week Steering Committee declared May 16-23, 2016 as the 4th annual Infrastructure Week; and

WHEREAS, the Town Council desires to also proclaim the week of May 16-23, 2016 as Infrastructure Week in the Town of Miami Lakes.

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

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

Section 2. Proclamation. The Town proclaims the week of May 16-23 as Infrastructure Week for the Town.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 3rd day of May, 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: Mayor and Town Council

From: Alex Rey, Town Manager

Subject: Low Income Home Energy Assistance Program (LIHEAP)

Date: May 3, 2016

Recommendation:

It is recommended that the Council adopt the attached resolution supporting adequate funding of the Low Income Home Energy Assistance Program (LIHEAP).

Background:

On March 1, 2016 Councilman Daubert presented the attached new business item requesting that the Council pass a resolution supporting adequate funding of the Low Income Home Energy Assistance Program (LIHEAP). The proposed resolution for adoption by the Town of Miami Lakes is also attached.

Attachments:

Fact Sheet: FPL - LIHEAP

New Business Item - 160301

Resolution - Supporting Funding of LIHEAP



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Vice Mayor Tim Daubert

Subject: Resolution Supporting The Low Income Home Energy Assistance Program (LIHEAP)

Date: March 1, 2016

Recommendation:

I've attached information regarding the Low Income Energy Assistance Program to support my request for creating a resolution.

Fiscal Impact: Small

Attachments:

FPL FL LIHEAP Fact Sheet

LIHEAP Resolution



At Issue: The Low Income Home Energy Assistance Program (LIHEAP)

Florida's LIHEAP Funding Jumps +55% if Congress Follows Enabling Law

- **LIHEAP needs at least \$3.39 billion in FY16. Between FY09 and FY15, LIHEAP's appropriation has fallen 35% - from \$5.1 to \$3.39 billion – despite growing need for the program.**
- **If LIHEAP's enabling law is followed, Florida and other affected states would receive their fair share of funding. The US Congressional Research Service (CRS) reports Florida gains \$38.5 million (+55%) if Congress were to just follow LIHEAP's enabling law, even if it level-funds the program in FY16.**

Background

LIHEAP isn't an entitlement. If a household is approved by a Florida agency to receive assistance, the resulting credit to an energy provider can cover part of an approved household's heating or cooling costs. Households must apply and be verified as eligible to meet program criteria. Florida prioritizes households with elderly, handicapped, preschoolers and high energy burdens.

How LIHEAP's Enabling Law is Supposed to Work

LIHEAP's enabling law requires funds **under** \$1.975 billion be disbursed through the program's "old" formula, which favors cold weather states. Funds **over** \$1.975 billion are to flow through LIHEAP's "new" formula, which improves benefits to warm-weather and growth states.

The Problem

LIHEAP's "new" formula has been unfairly overridden within annual 'Labor/ HHS' and continuing appropriations bills. This wording shunts almost \$1 billion from LIHEAP's "new" formula to its "old" one without explanation. **This takes millions of dollars away from thousands of at-risk Floridians.**

FY16's SENATE REPORT LANGUAGE OFFERS A STEP IN THE RIGHT DIRECTION

Given the Senate's recognition of the LIHEAP formula diversion issue, the following language now accompanies its FY16 Labor/HHS Appropriations bill: *"Since FY 2009 appropriations language has modified the statutory formula for allocating funds to States. As a result, the vast majority of funding is allocated based on historical allocation levels, and a much smaller amount based on dynamic factors such as the number of low income households and home heating and cooling costs by State. The Committee directs the Secretary to submit a report within 90 days of enactment of this act on the average home heating and cooling costs of low-income households by State and the average LIHEAP assistance payment by State."*

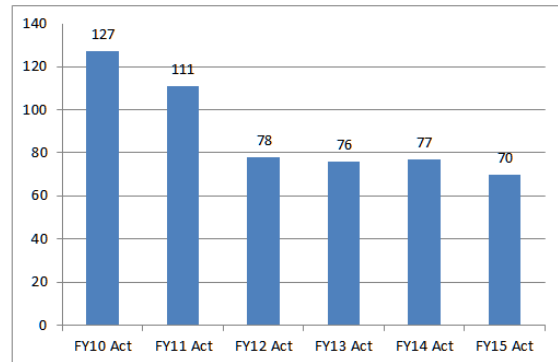
Further, HHS should include in future budget justifications estimated State allocations as proposed in the budget request, and, if different, based on the underlying statutory formula, home heating and cooling costs of low-income households by State and the average LIHEAP assistance payment by State."

At Issue: The Low Income Home Energy Assistance Program (LIHEAP) – Page 2

The Congressional Research Service's 6/25/15 estimate confirms Florida gains an additional \$38.5 million in LIHEAP funding, a 55% gain, if appropriators follow LIHEAP's enabling law, even if funded at \$3.39 billion in FY16!

For FY15, Florida received \$70.6 million, down from Florida's FY10 peak of \$127 million – a 45% decrease. **Florida could again be short-changed in FY16**, unless Appropriators remedy this long-smoldering fair share issue, or boost overall funding.

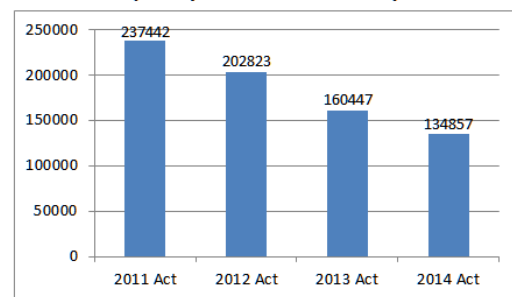
Florida's LIHEAP Receipts
(in millions)



The Need for LIHEAP is Growing

- More than 2 million Florida households qualified for LIHEAP last year, yet only 7% of these eligible households actually received assistance! Nationally, 20% of eligible households received assistance. Florida's ability to serve less than the US average is directly attributable to diversion of its needed share of LIHEAP's "new" formula funds.
- In 2013, the national poverty rate was 14.5% and 45.3 million Americans lived in poverty, these numbers are unchanged for their all-time highs.³
- Florida's poverty rate climbed from 12.1% in 2007 to 17.1% in 2012, and was 17% in 2013.³

Florida's LIHEAP Households Served
(unduplicated in thousands)



LIHEAP Prioritizes Vulnerable Households

- Florida's priority demographics for LIHEAP are those who are at especially high risk from **hot weather, which takes more lives than all other kinds of severe weather combined**. With warm-weather averages reaching an all-time high in July 2015, Florida's need for LIHEAP is more critical than ever.¹
- Nationally, state LIHEAP administrators report that nearly 90% of LIHEAP recipient households had at least one vulnerable person – a senior age 60 or older, a child under 18, or someone with a disability.²

Dangers of Extreme Heat and Other Mitigating Factors Need to be Considered

LIHEAP's enabling law calibrates for the dangers of extreme heat and cold, energy costs and current poverty demographics. We urge appropriators to trust enabling law to do its job.^{1,3}

Learn More about LIHEAP in Florida - <http://www.floridajobs.org/job-seekers-community-services/community-services/lowincome-home-energy-assistance-program>

Learn More about FPL's Payment Assistance Programs - <http://www.fpl.com/help>

1 – NOAA – July hottest month on record - <http://www.cnn.com/2015/08/20/us/noaa-global-climate-analysis/>

2 - "2011 NEADA Survey Summary Report" http://neada.org/wp-content/uploads/2013/05/FINAL_NEADA_2011_Summary_Report1.pdf

3 - <http://www.statista.com/statistics/205451/poverty-rate-in-florida/>

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF MIAMI LAKES, FLORIDA, SUPPORTING
ADEQUATE FUNDING OF THE LOW INCOME HOME
ENERGY ASSISTANCE PROGRAM (LIHEAP);
PROVIDING AUTHORIZATION TO TOWN MAYOR;
PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE
CLERK; PROVIDING FOR INCORPORATION OF
RECITALS; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the Town of Miami Lakes (the “Town”) recognizes utility service to be a vital key to the health, safety and well-being of Florida households and families; and

WHEREAS, poverty, unemployment and the slow economic recovery remain persistent national problems for many, and household expenses remain a burden on low-income households; and

WHEREAS, low-income families in Florida disproportionately spend about three times more of their income on basic energy services than the typical middle-income American family; and

WHEREAS, homes in low-income and minority communities severely lack energy efficiency features that enable lower energy bills; and

WHEREAS, the Low Income Home Energy Assistance Program (LIHEAP) provides vital heating and cooling assistance to low-income families, including working-poor households, senior citizens, persons with disabilities and veterans; and

WHEREAS, the severe constraints on state budgets and the increased strain on the nation’s support system provided by nonprofit, faith-based and other community organizations have reduced other resources available for energy assistance; and

WHEREAS, the primary Federal program providing assistance to low-income households to pay high heating bills is the Low Income Home Energy Assistance Program (LIHEAP); and

WHEREAS, the Low Income Home Energy Assistance Program (LIHEAP) has been an effective and successful program in meeting the energy needs of low-income elderly, disabled, veterans and poor working households, and those making the difficult transition from welfare to work, throughout the United States, including Florida; and

WHEREAS, the Low Income Home Energy Assistance Program (LIHEAP) is not an entitlement, but rather a targeted block grant program which provides flexible Federal-State partnerships and is the foundation for many programs authorized by state public utility commissions to assist low-income customers to meet their bill payment obligations through direct assistance; to prevent service terminations during cold and hot weather emergencies; to make the transition from public assistance to economic self-reliance; to help low-income households remain economically self-sufficient; and

WHEREAS, federal LIHEAP funding has declined from \$5.1 billion in 2010 to \$3.4 billion in 2015; and

WHEREAS, less than 135,000 Florida households received LIHEAP assistance in 2014, or less than ten (10%) of all eligible; and

WHEREAS, according to the National Energy Assistance Directors Association, many low-income families “will have few choices but to cut back on essential necessities, such as medicine, food, and clothing”; and

WHEREAS, The National Energy and Utility Affordability Coalition (NEUAC) and other consumer advocate groups support increased LIHEAP funding and have asked that LIHEAP funding be increased to \$4.7 billion for FY 2016, which is the fully authorized funding level approved in the Energy Policy Act of 2005; and

WHEREAS, another impactful solution to increase Florida’s share of funding, without increasing the overall federal LIHEAP budget, is for Congressional budget appropriators to simply “follow enabling law” – the allocation formula actually prescribed by Congress. Florida and other states (especially warm weather states) in great need would see a significant increase in their LIHEAP share, as the enabling law recognizes the dangers of extreme heat as well as extreme cold. It also factors in energy costs and the most recent demographics of population and poverty. In fact, the Congressional Research Service’s latest (June 25, 2015) estimate confirmed that Florida would conservatively gain an additional \$38.5 million in LIHEAP funding - or 55% - if appropriations adhered to LIHEAP’s enabling law. This is with no increase in the current federal funding total of \$3.39 billion.

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. Expressing Support of LIHEAP Funding Appropriations. The Town Council hereby expresses its support and urges the Appropriations Committee of the United States House of Representatives and Congress to appropriate LIHEAP funding of at least \$3.39 billion in the FY 2016 budget; and that Congress follow the enabling law when determining appropriations by state.

Section 3. Authorization of Town Mayor. The Town Mayor is authorized to take all actions reasonably necessary to implement this Resolution.

Section 4. Transmittal Directions to Clerk. The Town Clerk is directed to send a certified copy of this resolution to the members of Congress specifically serving the Town of Miami Lakes seeking their support of continued funding for this program.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 3rd day of May, 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: Mayor and Town Council

From: Alex Rey, Town Manager

Subject: Accelerating Efforts to Resolve Traffic Gridlock

Date: May 3, 2016

Recommendation:

It is recommended that the Council adopt the attached resolution.

Background:

On April 5, 2016 Councilman Lama presented the attached new business item requesting that the Council pass a resolution requesting that the Miami-Dade Planning Organization (MPO) expedite funding for work on the Gratigny and 67 Avenue.

The proposed resolution for adoption by the Town of Miami Lakes is attached.

Attachments:

New Business Item - 160405

Resolution Requesting MPO Expedite Funding



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilman Tony Lama

Subject: Accelerating our Efforts to Resolve Traffic Gridlock

Date: April 5, 2016

Recommendation:

While we continue to educate the community on our traffic relief measures and ideas, we should move forward aggressively on communicating our wishes to the MPO. I'd like to direct the attorney to draft up a resolution requesting that the MPO expedite funding for the work on Gratigny and 67th Avenue and that the manager provide us an update on the Gratigny and 87th Avenue ramp engineering discussions. Furthermore, I'd like to ask that the Mayor, through his intergovernmental responsibilities, take this matter before the MPO, request that a traffic study be performed, and advocate on our behalf. I have been advocating for months that this be a priority of ours and I simply don't see this moving fast enough.

Fiscal Impact: Small

Attachments:

Resolution Town of Miami Lakes

RESOLUTION NO. 16-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA REQUESTING THAT THE MIAMI-DADE EXPRESSWAY AUTHORITY (MDX) MOVE FORWARD WITH INCORPORATING NEW SR 924/GRATIGNY PARKWAY ACCESS RAMPS TO AND FROM NW 67TH AVENUE IN TO THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION (MPO) LONG RANGE TRANSPORTATION PLAN, MDX'S MASTER TRANSPORTATION PLAN, AND MDX'S FIVE YEAR WORK PROGRAM, IN PARTNERSHIP WITH THE TOWN OF MIAMI LAKES; PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Miami-Dade Expressway Authority ("MDX") identified SR 924/Gratigny Parkway (the "Gratigny") access ramps to and from NW 67th Avenue as a minor project in the MDX Strategic Plan; and

WHEREAS, NW 67th Avenue is an important North-South thoroughfare that allows access to the Town of Miami Lakes (the "Town"), its neighborhoods, Town Center, the Palmetto Expressway on the North side and the City of Hialeah on the South side, but has no access to the Gratigny; and

WHEREAS, MDX has identified an extension of the Gratigny to the West connecting to the Turnpike and is studying an Eastern connection to I-95 to provide an East-West corridor in the Northern part of Miami-Dade County; and

WHEREAS, the construction of access ramps to and from NW 67th Avenue would serve a large section of the Town, with additional expressway access relieving congestion and allowing convenient access to the Town's residents, visitors, and businesses.

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. Expression of Support. The Town Council hereby expresses its full support to MDX to continue its efforts to move forward with an access ramp connection of SR

924/Gratigny Parkway and 67th Avenue, and welcomes the establishment of a partnership with the Town of Miami Lakes to implement these mobility improvements.

Section 3. Transmittal Directions to Clerk. The Town Clerk is directed to send a certified copy of this Resolution to the Executive Director of the Miami-Dade Expressway Authority and the Governing Board of the Miami-Dade Metropolitan Planning Organization.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this 3rd day of May, 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: Amendment to FY2015-16 Amended Budget

Date: May 3, 2016

Recommendation:

Approve amendment to the FY2015-16 Amended Budget as described below and summarized in Exhibit A. This amendment increases revenues and related expenses resulting from the Dunnwoody Lake and Downtown Development Projects, makes final adjustments to the carry forward fund balances based on the FY2014-15 audited financial statements, funds the Special Election Mail-in Ballot, recognizes the grant to fund the Senior Class Program, and revises select line items within departmental budgets that have no impact on the bottom line budget.

Background:

The proposed budget amendment will increase the Town's FY 2015-16 Budget from 29,799,989 to \$37,614,076, which represents an increase of \$7,814,088.

The increase is related to one-time revenues from the Dunnwoody Lake and Downtown development projects (\$5,369,484), the final adjustments to the carry forward fund balances based on the FY2014-15 audited financial statements (\$280,042), and recognizing grant award for the Senior Program (\$13,000). We will first describe the rationale behind these increases and then address how each fund is impacted by these revenues. Additionally, the overall budget increases due to several transfers between funds that though they are not new monies they do increase both revenues and expenses (\$2,139,964) and the net impact to the General Fund's unassigned fund balance (\$11,598).

Dunnwoody Lake and Downtown Development Projects

The Dunwoody Lake and Downtown Development Projects are expected to generate related

revenues in the amount of \$5,369,484 as follows:

- Impact Fees - \$2,891,257
- 154th Street Roadway Expansion Reimbursement and Loan Payoff - \$1,828,227
- Dunnwoody Lake Developer Contribution for Education - \$300,000 and Parks - \$200,000
- Building Permit Revenue - \$150,000

Impact Fees \$2,891,257

Impact fees are paid by developers to offset the cost to adequately serve the impacts and demands of new development. Parks Impact Fees are collected to offset the impact of residential development on park open space and to address the need for improvements to local park property. Public Safety (Police) Impact Fees are intended to offset the cost of additional capital resources required to maintain adequate police protection for the existing population and to accommodate projected population growth due to new development.

Miami Dade County collects the impact fees for parks and police on behalf of the Town of Miami Lakes. Fees are required to be paid prior to the issuance of any building permit for development activity within Miami-Dade County. No building permit may be issued until all required impact fees are paid in full. With the impending development of the Dunnwoody Lake property and the Downtown area, staff is proposing to amend the FY2015-16 Budget to include impact fees anticipated from these projects. The total amendment as proposed to the Impact Fee Fund is \$2,891,257 as depicted in the chart below.

| Impact Fees: | Dunwoody Lake | Downtown Area | Total |
|---------------------------|----------------------|----------------------|---------------------|
| Parks Open Space | 884,290 | 386,605 | 1,270,895 |
| Parks Improvements | 826,697 | 356,864 | 1,183,561 |
| Public Safety | 258,964 | 177,836 | 436,801 |
| Total Impact Fees: | \$ 1,969,951 | \$ 921,305 | \$ 2,891,257 |

154th Street Roadway Expansion Reimbursement - \$1,828,227

As part of the Development Agreement for the Dunnwoody Lake Property, the developer was obligated to widen 154th Street from 87th Avenue to 89th Avenue from two lanes to four lanes. However, the agreement provided the option for the Town to construct the road and then be reimbursed for the expense. On April 23, 2013, in order to expedite the roadway expansion, the Town passed Ordinance 2013-157 authorizing the issuance of Special Obligation Notes, Series 2013 in an aggregate principal amount not to exceed \$2 million to finance the cost of acquisition, construction and equipping of the 154th Street roadway project. The developer is required to reimburse the Town for the road construction and for expenses incurred for the issuance and administration of the debt. The total cost, including design, construction, engineering services, landscaping, loan issuance, interest, permits and management is \$1,828,227.

Dunnwoody Lake Developer Contribution for Education - \$300,000 and Parks \$200,000

As part of the Development Agreement for Dunnwoody Lake, the Developer is obligated to make a \$300,000 contribution for educational purposes.

In addition to the requirements set forth in the Development Agreement for the Dunnwoody Lake property, the Town secured a \$200,000 contribution for passive park development. At this time, funds are earmarked for conceptual design and planning of the Par 3, and the Bridge Park at 154th Street and I75.

Building Permit Activity - \$150,000

The permitting, inspection and Building Code enforcement activity in the Building Department is expected to increase with the development of the Dunnwoody Lake Property and Downtown area. This proposed amendment increases the revenue for building permit fees. The increase in revenue is offset by the additional expense of resources required to handle the increased permit activity.

Final Adjustment to Carry Forward Fund Balances - \$280,042

General Fund - \$63,402

At the end of FY2014-15, the General Fund balance was estimated at \$4,349,203. In accordance with the audited financials as reported in FY2014-15 Comprehensive Annual Financial Report (CAFR) for the Town of Miami Lakes, the General Fund's unassigned Fund Balance at the end of FY2014-15 is \$4,412,605. This amount is \$63,402 more than previously estimated.

The Town's FY 15-16 Budget programmed \$1,429,340 from the unassigned fund balance, leaving a revised unassigned fund balance of \$2,983,265.

Special Revenue Fund Balance Adjustment - \$118,466 – The FY2015-16 Adopted Budget assumed a conservative carry-forward fund balance of \$792,327. This budget amendment adjusts the carry-forward amount to \$910,793 as reported in the audited financials of the FY2014-15 CAFR.

Electric Utility Tax Fund Balance Adjustment - \$30,083 – The FY2015-16 Adopted Budget assumed a carry-forward fund balance of \$33,159. This budget amendment adjusts the carry-forward amount to \$63,242 as reported in the audited financials of the FY2014-15 CAFR.

Impact Fee Fund Adjustment - (\$18,765) - Reversing budgeted carry-forward as per the audited financials of the FY2014-15 CAFR.

Capital Fund Balance Adjustment - \$24,381 - The FY2015-16 Adopted Budget as amended on February 2, 2016, Council approved Ordinance #16-190 to adjust the carryforward amount to \$5,447,416 and re-appropriate the balances for projects which were funded yet not completed from the prior year. This budget amendment further adjusts the fund balance by \$24,381 to \$5,471,797 as reported in the audited financials of the FY2014-15 CAFR.

Stormwater Utility Fund - \$62,475 - The FY2015-16 Adopted Budget assumed a carry-forward fund balance of \$225,913. This budget amendment adjusts the carry-forward amount to \$288,388 as reported in the audited financials of the FY2014-15 CAFR.

GENERAL FUND

The General Fund reflects an increase in revenues from the transfer from the unassigned fund balance of \$75,000 to cover the cost of conducting a mail ballot for the amendments proposed by the Charter Revision Commission (CRC). This proposed amendment allocates \$75,000 from the General Fund Balance reserves to fund the Mail Ballot including: a Voter's Guide to provide general information and impartial explanation of the ten ballot questions (\$12,000), Miami-Dade Elections Department estimated cost to administer the Mail Ballot (\$52,000), and costs for proper notice and advertising (\$11,000). This further reduced the unassigned General Fund balance to \$2,908,265.

Additionally, we are increasing building permit revenues and corresponding salaries for the reason previously explained (\$150,000).

This budget amendment recognizes an additional award of \$13,000 from Commissioner Bovo for continuance of the senior programs through the end of FY2015-16.

The 154th Street reimbursement in the amount of \$1,828,227 will be received in the General Fund and expensed as follows:

- Transfer in the amount of \$1,548,580 to the Debt Service Fund to pay off the loan
- Transfer in the amount of \$176,384 to the Special Revenue Fund, People's Transportation Plan to reimburse the Town for floating the loan in Fiscal Year's 2015 and 2016
- Administrative and overhead costs in the amount of \$103,263 will remain in the General Fund Operating Contingency

A revision is also being incorporated in the Community Services Department to convert the Arborist position, which was budgeted as an ICA, to full-time status to provide more stability in a position that is of critical importance. \$40,500 will be transferred from Professional Services to Regular Salaries.

SPECIAL REVENUE FUND

The additional \$118,466 will remain as reserves in the Special Revenue Fund. A revision is being added to the People's Transportation Plan (80%) to transfer \$37,780 from Contingency for traffic studies related to Transportation Summit Implementation.

The Town Council established the Mobility Fee Trust Fund Account at the April 25, 2016 Special Call meeting. This budget amendment will create the Mobility Fee sub-fund within the Special Revenue Fund. Staff will provide a proposed revenue and expense budget for this sub-fund on second reading of the ordinance.

ELECTRIC UTILITY TAX FUND

The additional \$30,083 will remain as reserves in the Electric Utility Tax Fund.

CAPITAL PROJECTS FUND

The total amendment as proposed to the Capital Projects Fund, which includes budget

transfers of \$243,669 from contingency line items, are being used for the following projects:

Parks IT Infrastructure Improvements (\$65,000) – Pursuant to the IT Master Plan and 2025 Strategic Plan, an IT infrastructure improvement is required to securely network the park facilities to Government Center and improve the Wi-Fi capabilities at the parks. This amendment includes the initial investment in firewalls for IT security, wireless access points to improve Wi-Fi coverage, cable management, electrical work and permitting of the project.

Park East (\$54,598) – Irrigation and sod installation at Picnic Park East.

Mary Collins Community Center Improvements (\$155,000) – The facility is in need of roof replacement (\$50,000), impact resistant windows and doors (\$75,000) and air condition replacement (\$30,000).

Optimist Clubhouse (\$248,357) – To fully fund the contract contingency and provide furniture, fixtures and equipment for the Clubhouse.

Passive Park Development (\$200,000) - These funds are earmarked to fund the conceptual design and planning of the Par 3 and Bridge Park at 154th Street.

Pedestrian Crosswalk Construction (\$130,000) – Approve amendment for an inter-fund transfer from the Special Revenue Fund – People’s Transportation Plan (80%) to the Capital Projects Fund for construction of crosswalks at Main Street and Bull Run (\$43,500), traffic calming pavers at 154th Street and Palmetto (\$61,500) and pavers at 67th Avenue and 138th Street (\$25,000).

Hutchinson Roadway and Drainage Improvement Project \$115,000 - to conduct a localized drainage project along this road.

IMPACT FEE FUND

The additional \$2,872,492 in revenue is being kept in contingency except for \$285,000 that is being transferred to the Parks Capital Budget as described above.

Attachments:

Exhibit A Budget Amendment

Ordinance

ORDINANCE NO. 2016-_____

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 FUND ACCOUNT SUB-FUND WITHIN THE SPEICAL 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.

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the "Town") Charter, the Town Council adopted Fiscal Year 2015-2016 Budget (the "Budget") by Ordinance 15-186; and

WHEREAS, on February 2, 2016, the Town Council amended the Budget by Ordinance No. 16-190; and

WHEREAS, on April 25, 2016, the Town Council adopted Ordinance No. 16-____, which amended the Town's Land Development Code to include, among other things, the creation of a Mobility Fee Trust Fund Account, which account shall be accounted for separate and apart from all other accounts of the Town, to ensure that all mobility fee collections and expenditures are properly deposited, accounted for, reported, and appropriated in accordance with the Town's Mobility Fee Ordinance; and

WHEREAS, based upon the review, analysis, and the recommendation of the Town Manager, the Town Council has determined that it is necessary to further amend the Budget to provide for an increase in the Budget, carryover of funds, reallocation of funds, and the creation of a Mobility Fee Trust Fund Account, all as set forth in composite Exhibit "A," attached hereto.

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

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

Section 2. Budget Amendment. The Fiscal Year 2015-2016 Budget adopted in Ordinance No. 15-186 and amended by Ordinance No. 16-190 is hereby further amended as set forth in the documents attached hereto as composite Exhibit “A.” The Town Council hereby modifies the Budget to provide for the inclusion of additional carryover funds, line item adjustments, and 2014-2015 project related expense carryover. The Town Council hereby modifies the Budget to provide for the creation of a Mobility Fee Trust Fund Account, which account shall be accounted for separate and apart from all other accounts of the Town, to ensure that all mobility fee collections and expenditures are properly deposited, accounted for, reported, and appropriated in accordance with the Town’s Mobility Fee Ordinance. All other terms and conditions of Ordinance No. 15-186 not otherwise amended by this Ordinance remain in full force and effect.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

Section 4. Authorization of Fund Expenditures. The Town Manager or his/her designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget and the terms and conditions of this Ordinance.

Section 5. Conflicts. All sections or parts of sections of the Town Code that conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, provision or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Effective date. This Ordinance shall be effective upon adoption on second reading.

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FIRST READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

| | |
|--------------------------------|-------|
| Mayor 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 3rd day of May, 2016.

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SECOND READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

| | |
|--------------------------------|-------|
| Mayor 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 Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT “A”

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERAL FUND REVENUES

| | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | AMENDMENT as at May 2016 | FY2015-16 AMENDED BUDGET | Comments |
|--|--------------------------------|--------------------------------|-----------------------------|--------------------------------|--|
| <u>Ad Valorem Taxes</u> | | | | | |
| Current Ad Valorem Taxes | \$ 6,013,000 | \$ 6,013,000 | | \$ 6,013,000 | |
| Current Ad Valorem Taxes - Pers. Prop. | - | - | | - | |
| Delinquent Ad Valorem Taxes | - | - | | - | |
| Sub-total: Taxes | \$ 6,013,000 | \$ 6,013,000 | \$ - | \$ 6,013,000 | |
| <u>Franchise Fees</u> | | | | | |
| Franchise Fees - Electricity | \$ 1,250,000 | \$ 1,250,000 | | \$ 1,250,000 | |
| Sub-total: Franchise Fees | \$ 1,250,000 | \$ 1,250,000 | \$ - | \$ 1,250,000 | |
| <u>Utility Service Tax</u> | | | | | |
| Utility Service Tax - Electricity | \$ 2,375,000 | \$ 2,375,000 | | \$ 2,375,000 | |
| Utility Service Tax - Water | 360,000 | 360,000 | | 360,000 | |
| Utility Service Tax - Gas | 45,000 | 45,000 | | 45,000 | |
| Sub-total: Utility Services Tax | \$ 2,780,000 | \$ 2,780,000 | \$ - | \$ 2,780,000 | |
| <u>Intergovernmental Revenues</u> | | | | | |
| Communications Service Tax | \$ 1,375,000 | \$ 1,375,000 | | \$ 1,375,000 | |
| State Revenue Sharing | 851,642 | 851,642 | | 851,642 | |
| Alcoholic Beverage License | 12,500 | 12,500 | | 12,500 | |
| Grants - Byrne Grant | 3,600 | 3,600 | | 3,600 | |
| Grants - VARIOUS | 15,000 | 15,000 | 13,000 | 28,000 | Miami Dade County award for Senior Program |
| Half-cent Sales Tax | 2,318,550 | 2,318,550 | | 2,318,550 | |
| Sub-total: Intergovernmental | \$ 4,576,292 | \$ 4,576,292 | \$ 13,000 | \$ 4,589,292 | |
| <u>Permits & Fees</u> | | | | | |
| Building Permits - Technology Fee | \$ 85,000 | \$ 85,000 | | \$ 85,000 | |
| Building Permits - Lost Plans | 5,500 | 5,500 | | 5,500 | |
| Building Permits | 850,000 | 850,000 | 150,000 | 1,000,000 | Increase in Building Permit revenues |
| Building Permits - Violation Fee | 65,000 | 65,000 | | 65,000 | |
| Building Department Revenues: | 1,005,500 | 1,005,500 | 150,000 | 1,155,500 | |
| Local Business Licenses: TOML | 110,000 | 110,000 | | 110,000 | |
| Local Business Licenses: County | 20,000 | 20,000 | | 20,000 | |
| Alarm Registration Fee | - | - | | - | |
| False Alarm Fees | 60,000 | 60,000 | | 60,000 | |
| Zoning Hearings | 11,000 | 11,000 | | 11,000 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERAL FUND REVENUES

| | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | AMENDMENT as at May 2016 | FY2015-16 AMENDED BUDGET | Comments |
|---|--------------------------------|--------------------------------|-----------------------------|--------------------------------|---|
| Administrative Site Plan Review | 1,700 | 1,700 | | 1,700 | |
| Zoning Letters | 4,500 | 4,500 | | 4,500 | |
| Zoning Fees | 56,000 | 56,000 | | 56,000 | |
| Staff Costs | 1,500 | 1,500 | | 1,500 | |
| Fine Violation Interest | 6,000 | 6,000 | | 6,000 | |
| Administrative Variances | - | - | | - | |
| <u>Planning Department Revenues:</u> | 270,700 | 270,700 | | 270,700 | |
| Public Works Permits | 25,000 | 25,000 | | 25,000 | |
| Sub-total: Permits & Fees | \$ 1,301,200 | \$ 1,301,200 | \$ 150,000 | \$ 1,451,200 | |
| <u>Fines & Forfeitures</u> | | | | | |
| Police Forfeitures | \$ - | \$ - | | \$ - | |
| Police Traffic Fines | 60,000 | 60,000 | | 60,000 | |
| Police - L.E.T.F. | 4,800 | 4,800 | | 4,800 | |
| Public School Crossing Guards | 32,000 | 32,000 | | 32,000 | |
| Code Violation Fines | 50,000 | 50,000 | | 50,000 | |
| Lien Amnesty | 36,909 | 36,909 | | 36,909 | |
| Police Parking Fines | 20,000 | 20,000 | | 20,000 | |
| Sub-total: Fines & Forfeitures | \$ 203,709 | \$ 203,709 | \$ - | \$ 203,709 | |
| <u>Miscellaneous Revenues</u> | | | | | |
| Interest Income | \$ 50,000 | \$ 50,000 | | \$ 50,000 | |
| Other Charges & Fees - Clerk's | 2,000 | 2,000 | | 2,000 | |
| Lobbyist Registration | 2,000 | 2,000 | | 2,000 | |
| Park - Services & Rental Fees | 60,000 | 60,000 | | 60,000 | |
| Youth Center program | 30,000 | 30,000 | | 30,000 | |
| Lien Inquiry Letters | 36,000 | 36,000 | | 36,000 | |
| Division of Forestry Tree Grant | - | - | | - | |
| FDOT - Landscape Maintenance | 6,000 | 6,000 | | 6,000 | |
| Contributions and Donations | - | 52,550 | 1,828,227 | 1,880,777 | Reimbursement from Developer for Series 2013 154th Street Construction Loan |
| Insurance Claims | - | - | | - | |
| Miscellaneous Revenues - Other | 12,000 | 12,000 | | 12,000 | |
| Sub-total: Miscellaneous Revenues | \$ 198,000 | \$ 250,550 | \$ 1,828,227 | \$ 2,078,777 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERAL FUND REVENUES

| | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | AMENDMENT as at May 2016 | FY2015-16 AMENDED BUDGET | Comments |
|---|--------------------------------|--------------------------------|-----------------------------|--------------------------------|---|
| Interfund & Equity Transfers | | | | | |
| Interfund transfer from Excise Tax Fund | \$ - | \$ - | | \$ - | |
| Interfund transfer: Sanitation Mgmt Fee | - | - | | - | |
| Interfund transfer: Storm water Mgmt Fee | - | - | | - | |
| Prior Year Carry Over Funds | 50,000 | 1,129,340 | 75,000 | 1,204,340 | Special Election Mail-Ballot (\$75,000) |
| Interfund transfers from Capital Projects | - | - | | - | |
| Interfund transfers from Electric Utility | - | - | | - | |
| Appropriation from Prior Year Surplus-Operating | - | - | | - | |
| Appropriation from RESERVED Fund Balance | - | 300,000 | | 300,000 | |
| Sub-total: Contributions | \$ 50,000 | \$ 1,429,340 | \$ 75,000 | \$ 1,504,340 | |
| Total Income: General Fund | \$ 16,372,201 | \$ 17,804,091 | \$ 2,066,227 | \$ 19,870,318 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERAL FUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|--|
| GENERAL FUND EXPENDITURES | | | | | |
| TOWN COUNCIL AND MAYOR | | | | | |
| EXECUTIVE SALARIES- MAYOR | \$18,000 | \$18,000 | \$0 | \$18,000 | |
| REGULAR SALARIES | \$92,500 | \$92,500 | \$0 | \$92,500 | |
| PAYROLL TAXES | \$15,441 | \$15,441 | \$0 | \$15,441 | |
| FRS CONTRIBUTIONS | \$6,049 | \$6,049 | \$0 | \$6,049 | |
| HEALTH & LIFE INSURANCE | \$82,554 | \$82,554 | \$0 | \$82,554 | |
| HEALTH INSURANCE MAYOR | \$8,741 | \$8,741 | \$0 | \$8,741 | |
| WIRELESS STIPEND | \$960 | \$960 | \$0 | \$960 | |
| TRAVEL & PER DIEM | \$12,000 | \$12,000 | \$0 | \$12,000 | |
| CAR ALLOWANCE -MAYOR | \$7,200 | \$7,200 | \$0 | \$7,200 | |
| CAR ALLOWANCE -COUNCIL | \$36,000 | \$36,000 | \$0 | \$36,000 | |
| EXP ALLOWANCE MAYOR & COUNCIL | \$48,146 | \$48,146 | \$0 | \$48,146 | |
| CELL PHONES | \$6,720 | \$6,720 | \$0 | \$6,720 | |
| PRINTING & BINDING | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| STATE OF TOWN | \$0 | \$5,500 | \$0 | \$5,500 | |
| ANNUAL PRAYER BREAKFAST | \$0 | \$0 | \$0 | \$0 | |
| TOY DRIVE | \$0 | \$1,000 | \$0 | \$1,000 | |
| COUNCIL DISCRETIONARY FUND | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| COUNCIL CLERICAL SUPPORT | \$0 | \$0 | \$0 | \$0 | |
| COUNCIL UNIFORMS | \$360 | \$360 | \$0 | \$360 | |
| MEETING SET UP | \$300 | \$300 | \$0 | \$300 | |
| COUNCIL AWARDS | \$1,250 | \$1,250 | \$0 | \$1,250 | |
| CHARTER COMMITTEE SUPP MISC EXP | \$0 | \$2,500 | \$0 | \$2,500 | |
| MEMBERSHIPS SUBSCRIPTIONS | \$15,200 | \$15,200 | \$0 | \$15,200 | |
| ALL AMERICAN CITY DONATION | \$0 | \$0 | \$0 | \$0 | |
| ALL AMERICAN CITY EXPENSES | \$0 | \$0 | \$0 | \$0 | |
| DIVIDENDS TO RESIDENCES | \$0 | \$0 | \$0 | \$0 | |
| EDUCATION & TRAINING | \$7,800 | \$7,800 | \$0 | \$7,800 | |
| MAYOR HOLIDAY PARTY DONATION | \$0 | \$0 | \$0 | \$0 | |
| TOTAL TOWN COUNCIL EXPENDITURES: | \$362,220 | \$371,220 | \$0 | \$371,220 | |
| TOWN CLERK | | | | | |
| REGULAR SALARIES | \$70,000 | \$70,000 | \$0 | \$70,000 | |
| PAYROLL TAXES | \$5,355 | \$5,355 | \$0 | \$5,355 | |
| FRS CONTRIBUTIONS | \$3,818 | \$3,818 | \$0 | \$3,818 | |
| HEALTH & LIFE INSURANCE | \$7,179 | \$7,179 | \$0 | \$7,179 | |
| WIRELESS STIPEND | \$0 | \$0 | \$0 | \$0 | |
| PROFESSIONAL SERVICES | \$10,000 | \$10,000 | \$0 | \$10,000 | |
| TOWN CLERK AGENDA MANAGER | \$41,430 | \$41,430 | \$0 | \$41,430 | |
| TOWN CLERK RECORDS MGT | \$0 | \$0 | \$0 | \$0 | |
| TOWN CLERK DATA SERVICE | \$480 | \$480 | \$0 | \$480 | |
| RENTALS AND LEASES | \$2,025 | \$2,025 | \$0 | \$2,025 | |
| TOWN CLERK FRAMING | \$0 | \$0 | \$0 | \$0 | |
| TOWN CLERK CODIFICATION | \$11,000 | \$11,000 | \$0 | \$11,000 | |
| TOWN CLERK LEGAL ADVERTISING | \$25,000 | \$25,000 | \$0 | \$25,000 | |
| ADMINISTRATIVE SUPPORT | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| TOWN CLERK ELECTION COSTS | \$0 | \$0 | \$75,000 | \$75,000 | Special Elections Mail-Ballot - Miami Dade County (\$52,000), Printing (\$12,000) and Advertising (\$11,000) |
| UNIFORMS | \$40 | \$40 | \$0 | \$40 | |
| SOFTWARE LICENSES | \$0 | \$0 | \$0 | \$0 | |
| CLERK EDUCATION AND TRAINING | \$500 | \$500 | \$0 | \$500 | |
| TOTAL TOWN CLERK EXPENDITURES: | \$177,827 | \$177,827 | \$75,000 | \$252,827 | |
| TOWN ATTORNEY | | | | | |
| GENERAL LEGAL | \$150,000 | \$150,000 | \$0 | \$150,000 | |
| LITIGATION RESERVE | \$85,000 | \$85,000 | \$0 | \$85,000 | All litigation expenses by Town Attorney |
| LITIGATION RESERVE | \$0 | \$118,000 | \$0 | \$118,000 | Town's defense for M. Pizzi reimbursement claims |
| LITIGATION RESERVE | \$0 | \$50,000 | \$0 | \$50,000 | Legal support for Charter Review Commission |
| TOTAL TOWN ATTORNEY EXPENDITURES: | \$235,000 | \$403,000 | \$0 | \$403,000 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERALFUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|---|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
| TOWN ADMINISTRATION | | | | | |
| REGULAR SALARIES | \$912,130 | \$912,130 | \$0 | \$912,130 | |
| COMPENSATED ABSENCES | \$0 | \$0 | \$0 | \$0 | |
| PAYROLL TAXES | \$70,180 | \$70,180 | \$0 | \$70,180 | |
| FRS CONTRIBUTIONS | \$65,533 | \$65,533 | \$0 | \$65,533 | |
| ICMA 457 PL | \$18,728 | \$18,728 | \$0 | \$18,728 | |
| ICMA 401 PL | \$0 | \$0 | \$0 | \$0 | |
| HEALTH & LIFE INSURANCE | \$137,870 | \$137,870 | \$0 | \$137,870 | |
| WIRELESS STIPEND | \$960 | \$960 | \$0 | \$960 | |
| ADM UNEMPLOYMENT CLAIMS | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| PROFESSIONAL SERVICES | \$0 | \$0 | \$0 | \$0 | |
| INTERGOVERNMENTAL (LOBBYIST) | \$48,150 | \$48,150 | \$0 | \$48,150 | |
| ACCOUNTING & PAYROLL | \$17,000 | \$17,000 | \$0 | \$17,000 | |
| INDEPENDENT AUDIT | \$49,900 | \$49,900 | \$0 | \$49,900 | |
| ADM HEALTH SPENDING ACCT/WELLN | \$8,000 | \$8,000 | \$0 | \$8,000 | |
| FINANCIAL CONS/BOND COUNCIL | \$0 | \$0 | \$0 | \$0 | |
| ADM BACKGROUND CHECKS | \$1,500 | \$1,500 | \$0 | \$1,500 | |
| ADM - TRAVEL & PER DIEM | \$10,000 | \$10,000 | \$0 | \$10,000 | |
| CAR ALLOWANCE | \$6,000 | \$6,000 | \$0 | \$6,000 | |
| TELEPHONE SERVICES | \$9,360 | \$9,360 | \$0 | \$9,360 | |
| TELEPHONE - CELLULAR | \$1,060 | \$1,060 | \$0 | \$1,060 | |
| ADM - POSTAGE & DELIVERY | \$19,000 | \$19,000 | \$0 | \$19,000 | |
| ADM - UTILITIES | \$56,080 | \$56,080 | \$0 | \$56,080 | |
| RENTALS AND LEASES | \$0 | \$0 | \$0 | \$0 | |
| ADM - COPIER LEASE | \$15,293 | \$15,293 | \$0 | \$15,293 | |
| RENT- TOWN HALL | \$0 | \$0 | \$0 | \$0 | |
| ADM - INSURANCE | \$230,000 | \$230,000 | \$0 | \$230,000 | |
| REPAIR AND MAINT CONTRACTS | \$80,000 | \$80,000 | \$0 | \$80,000 | |
| ADM - PRINTING & BINDING | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| ADM TOWN BRANDING & STRATEGIC PLAN | \$10,000 | \$67,395 | \$0 | \$67,395 | |
| ADM ADVERTISEMENT RECRUITMENT | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| HEALTH WELLNESS/549000 OTHER CURR CHARGES | \$0 | \$0 | \$0 | \$0 | |
| CLERICAL/ADMINISTRATIVE SUPPORT | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| INVESTMENT ADVISORY SERVICE | \$5,800 | \$5,800 | \$0 | \$5,800 | |
| FINANCIAL INSTITUTION FEES | \$7,600 | \$7,600 | \$0 | \$7,600 | |
| ADMIN -MISC./ MEETINGS/OTHER | \$0 | \$0 | \$0 | \$0 | |
| HURRICANE EXPENSES | \$2,500 | \$2,500 | \$0 | \$2,500 | |
| ADMIN LICENSES AND PERMITS | \$0 | \$0 | \$0 | \$0 | |
| BACKGROUND CHECKS | \$0 | \$0 | \$0 | \$0 | |
| ADM - OFFICE SUPPLIES | \$30,000 | \$30,000 | \$0 | \$30,000 | |
| OPERATING SUPPLIES | \$0 | \$0 | \$0 | \$0 | |
| UNIFORMS | \$0 | \$0 | \$0 | \$0 | |
| NON-CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 | |
| ADM-BOOKS/PUBLIC/SUBSCRIP/MEM | \$6,500 | \$6,500 | \$0 | \$6,500 | |
| EDUCATION & TRAINING | \$10,000 | \$10,000 | \$0 | \$10,000 | |
| ADM-FURNITURE/EQUIP NON-CAP | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| SUB-TOTAL TOWN ADMINISTRATION EXPENDITURES | \$1,840,144 | \$1,897,539 | \$0 | \$1,897,539 | |
| INFORMATION SYSTEMS | | | | | |
| IT CORE SERVICE SUPPORT | \$110,000 | \$110,000 | \$0 | \$110,000 | |
| PROFESSIONAL SERVICES | \$0 | \$0 | \$0 | \$0 | |
| WEB SUPPORT | \$8,400 | \$8,400 | \$0 | \$8,400 | |
| VOICE SUPPORT | \$25,000 | \$25,000 | \$0 | \$25,000 | |
| DIGITAL IMAGING | \$0 | \$0 | \$0 | \$0 | |
| INTERNET SERVICES | \$17,400 | \$17,400 | \$0 | \$17,400 | |
| SMALL EQUIPMENT, SOFTWARE | \$0 | \$0 | \$0 | \$0 | |
| TRAINING | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| INFRASTRUCTURE - IT | \$16,398 | \$16,398 | \$0 | \$16,398 | |
| MACHINERY & EQUIPMENT | \$0 | \$0 | \$0 | \$0 | |
| TECHNOLOGY ENHANCEMENTS/SOFTWARE | \$0 | \$22,500 | \$0 | \$22,500 | |
| COMPUTER SOFTWARE LICENSES | \$114,795 | \$114,795 | \$0 | \$114,795 | |
| SUB-TOTAL INFORMATION SYSTEMS: | \$296,993 | \$319,493 | \$0 | \$319,493 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERAL FUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|---|
| ADMINISTRATION - TRANSFERS | | | | | |
| ADA SETTLEMENT | \$0 | \$0 | \$0 | \$0 | |
| SETTLEMENT | \$0 | \$0 | \$0 | \$0 | |
| OPERATING CONTINGENCY | \$0 | \$0 | \$103,263 | \$103,263 | reimbursement of administrative cost to service Series 2013 Construction Loan |
| RESERVE FOR FUTURE DONATIONS | \$0 | \$10,000 | \$0 | \$10,000 | |
| TRANSFER TO DEBT SERVICE FUND | \$0 | \$0 | \$1,548,580 | \$1,548,580 | Transfer to Debt Service Fund to pay off Series 2013 Construction Loan |
| TRANSFER TO SPECIAL REVENUE FUND | \$0 | \$0 | \$176,384 | \$176,384 | To reimburse PTP 80% for debt service cost |
| SUB-TOTAL ADMINISTRATION - TRANSFERS: | \$0 | \$10,000 | \$1,828,227 | \$1,838,227 | |
| TOTAL TOWN ADMINISTRATION EXPENDITURES: | \$2,137,137 | \$2,227,032 | \$1,828,227 | \$4,055,259 | |
| POLICE | | | | | |
| POL - PATROL SERVICES | \$6,860,650 | \$6,860,650 | \$0 | \$6,860,650 | |
| POLICE OVERTIME | \$300,000 | \$300,000 | \$0 | \$300,000 | |
| SCHOOL CROSSING GUARDS | \$0 | \$0 | \$0 | \$0 | |
| PROSECUTION-CRIMINAL VIOLATION | \$400 | \$400 | \$0 | \$400 | |
| POLICE TELEPHONE SVC | \$4,212 | \$4,212 | \$0 | \$4,212 | |
| TELEPHONE- DEDICATED LINES | \$2,400 | \$2,400 | \$0 | \$2,400 | |
| POLICE UTILITIES | \$25,500 | \$25,500 | \$0 | \$25,500 | |
| RENTALS AND LEASES | \$0 | \$0 | \$0 | \$0 | |
| POLICE COPIER COSTS | \$2,500 | \$2,500 | \$0 | \$2,500 | |
| RENT FOR SPACE AT 15700 NW | \$0 | \$0 | \$0 | \$0 | |
| POLICE REPAIR & MAINTENANCE | \$35,000 | \$35,000 | \$0 | \$35,000 | |
| VEHICLE REPAIR AND MAINTENANCE | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| POLICE - MISC. EXPENSE | \$500 | \$500 | \$0 | \$500 | |
| POLICE OFFICE SUPPLIES | \$3,500 | \$3,500 | \$0 | \$3,500 | |
| OPERATING SUPPLIES | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| POLICE UNIFORMS | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| POLICE - FUEL COSTS | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| POLICE CRIME PREVENT TRAIN | \$2,500 | \$2,500 | \$0 | \$2,500 | |
| POL-FURNITURE/EQUIP NON-CAP | \$0 | \$0 | \$0 | \$0 | |
| 572000 POL VEHICLE LOAN & INTEREST | \$0 | \$0 | \$0 | \$0 | |
| POLICE VEHICLE ACQUISITION | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL POLICE EXPENDITURES: | \$7,249,162 | \$7,249,162 | \$0 | \$7,249,162 | |
| SCHOOL CROSSING GUARDS | | | | | |
| REGULAR SALARIES | \$78,257 | \$78,257 | \$0 | \$78,257 | |
| PAYROLL TAXES | \$5,987 | \$5,987 | \$0 | \$5,987 | |
| FRS CONTRIBUTIONS | \$4,269 | \$4,269 | \$0 | \$4,269 | |
| WORKMAN'S COMPENSATION | \$3,019 | \$3,019 | \$0 | \$3,019 | |
| OPERATING SUPPLIES | \$750 | \$750 | \$0 | \$750 | |
| UNIFORMS | \$3,060 | \$3,060 | \$0 | \$3,060 | |
| SUB-TOTAL SCHOOL CROSSING GUARDS: | \$95,342 | \$95,342 | \$0 | \$95,342 | |
| TOTAL POLICE EXPENDITURES: | \$7,344,504 | \$7,344,504 | \$0 | \$7,344,504 | |
| NEIGHBORHOOD SERVICES/PLANNING | | | | | |
| REGULAR SALARIES | \$257,961 | \$257,961 | \$0 | \$257,961 | |
| PAYROLL TAXES | \$19,734 | \$19,734 | \$0 | \$19,734 | |
| FRS CONTRIBUTIONS | \$14,072 | \$14,072 | \$0 | \$14,072 | |
| HEALTH & LIFE INSURANCE | \$41,451 | \$41,451 | \$0 | \$41,451 | |
| WIRELESS STIPEND | \$480 | \$480 | \$0 | \$480 | |
| ALARM MONITORING PROGRAM | \$24,520 | \$24,520 | \$0 | \$24,520 | |
| TOTAL NEIGHBORHOOD/PLANNING ADMINISTRATION: | \$358,218 | \$358,218 | \$0 | \$358,218 | |
| PLANNING | | | | | |
| PLANNING CONSULTING | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| PLANNING-SITE PLAN REVIEW | \$500 | \$500 | \$0 | \$500 | |
| PLANNING PRINTING COSTS | \$500 | \$500 | \$0 | \$500 | |
| SUB-TOTAL PLANNING: | \$6,000 | \$6,000 | \$0 | \$6,000 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERALFUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|--|
| CODE ENFORCEMENT | | | | | |
| SPECIAL MASTER | \$1,500 | \$1,500 | \$0 | \$1,500 | |
| CONTRACT CODE ENF SER | \$148,000 | \$148,000 | \$0 | \$148,000 | |
| PLANNING MOBILE PHONES | \$360 | \$360 | \$0 | \$360 | |
| ABANDONED PROPERTY MAINT | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| CODE ENF-DOCUMENT SCANNING | \$0 | \$0 | \$0 | \$0 | |
| CODE ENF LIEN RECORDING | \$7,000 | \$7,000 | \$0 | \$7,000 | |
| PLAN CODE ENF REIMB EXP | \$0 | \$0 | \$0 | \$0 | |
| REMOTE ACCESS DEVICE | \$1,980 | \$1,980 | \$0 | \$1,980 | |
| CODE ENFORCEMENT UNIFORMS | \$600 | \$600 | \$0 | \$600 | |
| EDUCATION & TRAINING | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| SUB-TOTAL CODE ENFORCEMENT: | \$167,440 | \$167,440 | \$0 | \$167,440 | |
| TOTAL NEIGHBORHOOD SERVICES/PLANNING: | \$531,658 | \$531,658 | \$0 | \$531,658 | |
| QNIP | | | | | |
| QNIP DEBT SERVICE | \$153,423 | \$153,423 | \$0 | \$153,423 | |
| TOTAL QNIP EXPENDITURES: | \$153,423 | \$153,423 | \$0 | \$153,423 | |
| BUILDING | | | | | |
| REGULAR SALARIES | \$735,980 | \$735,980 | \$100,584 | \$836,564 | Salary for inspectors due to increase in permit activity |
| PAYROLL TAXES | \$56,608 | \$56,608 | \$7,695 | \$64,303 | Related payroll taxes increase |
| FRS CONTRIBUTIONS | \$40,153 | \$40,153 | \$7,302 | \$47,455 | Related FRS contribution increase |
| HEALTH & LIFE INSURANCE | \$85,960 | \$85,960 | \$0 | \$85,960 | |
| WIRELESS STIPEND | \$1,440 | \$1,440 | \$0 | \$1,440 | |
| BUILDING - SOFTWARE CONSULT | \$0 | \$0 | \$0 | \$0 | |
| CONTRACTUAL SERVICES | \$420 | \$420 | \$0 | \$420 | |
| BUILDING CONTRACTUAL SERVICE | \$0 | \$0 | \$0 | \$0 | |
| BUILDING TRAVEL & PER DIEM | \$2,500 | \$2,500 | \$0 | \$2,500 | |
| CAR ALLOWANCE | \$18,000 | \$18,000 | \$0 | \$18,000 | |
| BUILDING - TELEPHONE & FAX | \$2,028 | \$2,028 | \$0 | \$2,028 | |
| BUILDING CELL PHONES | \$0 | \$0 | \$0 | \$0 | |
| BUILDING UTILITIES | \$12,250 | \$12,250 | \$0 | \$12,250 | |
| BUILDING COPIER LEASE | \$1,345 | \$1,345 | \$0 | \$1,345 | |
| BUILDING RENT | \$0 | \$0 | \$0 | \$0 | |
| REPAIR AND MAINTENANCE CONTRACTS | \$18,000 | \$18,000 | \$0 | \$18,000 | |
| CONTINGENCY | \$0 | \$0 | \$34,419 | \$34,419 | Reserve for additional expenses related to increase in permit activity |
| SOFTWARE MAINTENANCE | \$28,924 | \$28,924 | \$0 | \$28,924 | |
| PRINTING & BINDING | \$600 | \$600 | \$0 | \$600 | |
| BUILDING ADMIN SUPPORT | \$0 | \$0 | \$0 | \$0 | |
| FINANCIAL INSTITUTION FEES | \$19,800 | \$19,800 | \$0 | \$19,800 | |
| BUILDING - REMOTE ACCESS DEVIC | \$7,680 | \$7,680 | \$0 | \$7,680 | |
| BUILDING OFFICE SUPPLIES | \$1,080 | \$1,080 | \$0 | \$1,080 | |
| ISF-M OPERATING SUPPLIES | \$0 | \$0 | \$0 | \$0 | |
| BUILDING UNIFORMS & BADGES | \$2,800 | \$2,800 | \$0 | \$2,800 | |
| PERMITTING SYSTEM SOFTWARE | \$0 | \$0 | \$0 | \$0 | |
| TOTAL BUILDING EXPENDITURES: | \$1,035,568 | \$1,035,568 | \$150,000 | \$1,185,568 | |
| COMMUNITY & LEISURE SERVICES | | | | | |
| REGULAR SALARIES | \$559,404 | \$564,648 | \$40,500 | \$605,148 | Salaries for Arborist - converted from ICA to Full-Time |
| OVERTIME | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| PAYROLL TAXES | \$42,584 | \$42,584 | \$0 | \$42,584 | |
| FRS CONTRIBUTIONS | \$30,511 | \$30,511 | \$0 | \$30,511 | |
| HEALTH & LIFE INSURANCE | \$94,536 | \$94,536 | \$0 | \$94,536 | |
| WIRELESS STIPEND | \$3,840 | \$3,840 | \$0 | \$3,840 | |
| PROFESSIONAL SERVICES | \$118,500 | \$118,500 | (\$40,500) | \$78,000 | Transfer to Salaries - Arborist converted from ICA to Full-Time |
| DIGITAL IMAGING | \$250 | \$250 | \$0 | \$250 | |
| VEHICLE REPAIR & MAINTENANCE | \$3,000 | \$3,000 | \$0 | \$3,000 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERALFUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|---|
| PRINTING EXPENSE | \$1,500 | \$1,500 | \$0 | \$1,500 | |
| FINANCIAL INSTITUTION FEES | \$2,600 | \$2,600 | \$0 | \$2,600 | |
| MISCELLANEOUS | \$200 | \$200 | \$0 | \$200 | |
| PARKS - PERMIT FEES | \$800 | \$800 | \$0 | \$800 | |
| OPERATING SUPPLIES | \$0 | \$0 | \$0 | \$0 | |
| PARKS UNIFORMS | \$0 | \$0 | \$0 | \$0 | |
| VEHICLE FUEL | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| NON CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 | |
| CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 | |
| FDEA COMM OF LIFETIME GRANT | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL COMMUNITY & LEISURE SERVICES: | \$863,725 | \$868,969 | \$0 | \$868,969 | |
| TOWN COMMUNITY PROGRAMS | | | | | |
| SALARIES | \$0 | \$27,000 | \$13,000 | \$40,000 | Additional contribution of \$13,000 from Commissioner Bovo's office for Senior Program through year end |
| PAYROLL TAXES | \$0 | \$0 | \$0 | \$0 | |
| FRS RETIREMENT CONTRIBUTION | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL TOWN COMMUNITY PROGRAM: | \$0 | \$27,000 | \$13,000 | \$40,000 | |
| ROYAL OAKS PARK | | | | | |
| ROYAL OAKS PARK TELECOMMUNICATIONS | \$11,400 | \$11,400 | \$0 | \$11,400 | |
| ROYAL OAKS PARK UTILITIES | \$93,880 | \$93,880 | \$0 | \$93,880 | |
| ROP MAINTENANCE CONTRACT | \$325,500 | \$325,500 | \$0 | \$325,500 | |
| ROP REPAIRS & MAINTENANCE (GROUNDS) | \$65,000 | \$65,000 | \$0 | \$65,000 | |
| ROP OPERATING COSTS (FACILITY) | \$23,500 | \$23,500 | \$0 | \$23,500 | |
| ROP-FUR & EQUIP / NON CAP | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL ROYAL OAKS PARK: | \$519,280 | \$519,280 | \$0 | \$519,280 | |
| PARK EAST YOUTH CENTER | | | | | |
| JANITORIAL | \$38,880 | \$38,880 | \$0 | \$38,880 | |
| TELECOMMUNICATIONS | \$1,632 | \$1,632 | \$0 | \$1,632 | |
| UTILITIES | \$42,600 | \$42,600 | \$0 | \$42,600 | |
| MAINTENANCE CONTRACT | \$7,120 | \$7,120 | \$0 | \$7,120 | |
| REPAIRS & MAINTENANCE (GROUNDS) | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| OPERATING COSTS (FACILITY) | \$12,500 | \$12,500 | \$0 | \$12,500 | |
| MISCELLANEOUS EXPENSE | \$0 | \$0 | \$0 | \$0 | |
| PARKS IMPROVEMENT / NON CAP | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| PARK IMPROVEMENT - CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL PARK EAST YOUTH CENTER: | \$112,732 | \$112,732 | \$0 | \$112,732 | |
| PARK WEST - MARY COLLINS COMMUNITY CENTER | | | | | |
| JANITORIAL | \$38,880 | \$38,880 | \$0 | \$38,880 | |
| TELECOMMUNICATIONS | \$1,632 | \$1,632 | \$0 | \$1,632 | |
| UTILITIES | \$22,100 | \$22,100 | \$0 | \$22,100 | |
| REPAIR & MAINTENANCE CONTRACT | \$20,100 | \$20,100 | \$0 | \$20,100 | |
| REPAIR AND MAINTENANCE (GROUNDS) | \$7,500 | \$7,500 | \$0 | \$7,500 | |
| REPAIR AND MAINTENANCE (FACILITY) | \$27,000 | \$27,000 | \$0 | \$27,000 | |
| MINI PARKS IMP - OPERATING | \$20,000 | \$20,000 | \$0 | \$20,000 | |
| INFRASTRUCTURE | \$0 | \$0 | \$0 | \$0 | |
| MINI PARKS - CAP OUTLAY | \$20,000 | \$20,000 | \$0 | \$20,000 | |
| SUB-TOTAL MINI PARK - WEST: | \$157,212 | \$157,212 | \$0 | \$157,212 | |
| MIAMI LAKES OPTIMIST PARK | | | | | |
| MIAMI LAKES OPTIMIST TELECOMMUNICATIONS | \$11,025 | \$11,025 | \$0 | \$11,025 | |
| MIAMI LAKES OPTIMIST PARK UTILITIES | \$132,300 | \$132,300 | \$0 | \$132,300 | |
| MIAMI LAKES PARK MAINTENANCE | \$499,000 | \$499,000 | \$0 | \$499,000 | |
| REPAIRS AND MAINTENANCE (GROUNDS) | \$32,000 | \$32,000 | \$0 | \$32,000 | |
| REPAIRS AND MAINTENANCE (FACILITY) | \$12,000 | \$12,000 | \$0 | \$12,000 | |
| MIAMI LAKES PARK MARINA OPER | \$1,500 | \$1,500 | \$0 | \$1,500 | |
| MIAMI LAKES PARK/IMPROV | \$20,000 | \$20,000 | \$0 | \$20,000 | |
| CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 | |
| SUB -TOTAL MIAMI LAKES OPTIMIST PARK: | \$707,825 | \$707,825 | \$0 | \$707,825 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERALFUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
| MINI PARKS | | | | | |
| UTILITIES | \$20,000 | \$20,000 | \$0 | \$20,000 | |
| MAINTENANCE CONTRACT | \$235,000 | \$235,000 | \$0 | \$235,000 | |
| REPAIRS & MAINTENANCE (GROUNDS) | \$42,000 | \$42,000 | \$0 | \$42,000 | |
| MINI PARKS-TREE TRIMMING | \$25,000 | \$25,000 | \$0 | \$25,000 | |
| FURNITURE & NON CAPITAL OUTLAY | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| PARK IMPROVEMENT - INFRASTRUCTURE | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL MINI PARKS: | \$327,000 | \$327,000 | \$0 | \$327,000 | |
| BARBARA GOLEMAN | | | | | |
| BARBARA GOLEMAN MAINT | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| SUB-TOTAL BARBARA COLEMAN : | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| COMM & LEISURE SERVICES PROGRAMS | | | | | |
| SALARIES | \$15,000 | \$0 | | \$0 | |
| YOUTH CENTER COMMUNITY PROGRAMS | \$7,000 | \$7,000 | \$0 | \$7,000 | |
| COACHES BACKGROUND CK | \$5,600 | \$5,600 | \$0 | \$5,600 | |
| CHECK CERTIFICATION CLINIC | \$2,500 | \$2,500 | \$0 | \$2,500 | |
| TOWN COMMUNITY PROGRAMS | \$19,000 | \$13,756 | \$0 | \$13,756 | |
| SAFE FLIGHT AVIATION | \$0 | \$0 | \$0 | \$0 | |
| SPEC EVENTS VETERANS DAY | \$6,000 | \$7,150 | \$0 | \$7,150 | |
| SPEC EVENTS 4TH JULY | \$25,000 | \$25,000 | \$0 | \$25,000 | |
| OTHER EVENTS - 15 YEAR TOWN ANNIV | \$0 | \$23,750 | \$0 | \$23,750 | |
| UNIFORMS | \$1,040 | \$1,040 | \$0 | \$1,040 | |
| SUB-TOTAL C L & S PROGRAMS: | \$81,140 | \$85,796 | \$0 | \$85,796 | |
| TOTAL COMMUNITY & LEISURE SERVICES: | \$2,772,914 | \$2,809,814 | \$13,000 | \$2,822,814 | |
| SPECIAL EVENTS | | | | | |
| NEIGHBORHOOD IMPROVEMENT COMMITTEE | | | | | |
| LAKE LAKE AWARENESS MONTH | \$200 | \$200 | \$0 | \$200 | |
| LAKE TESTING | \$850 | \$850 | \$0 | \$850 | |
| HOA QUARTERLY HOA PROJECTS | \$100 | \$100 | \$0 | \$100 | |
| LITT ANTI LITTER CAMPAIGN | \$1,500 | \$1,500 | \$0 | \$1,500 | |
| TOTAL NEIGHBORHOOD IMP COMMITTEE: | \$2,650 | \$2,650 | \$0 | \$2,650 | |
| CULTURAL AFFAIRS COMMITTEE | | | | | |
| ARTPA ART IN THE PARKS | \$6,000 | \$4,197 | \$0 | \$4,197 | |
| BOOK BOOK READING | \$750 | \$553 | \$0 | \$553 | |
| COF CONCERT ON THE FAIRWAY | \$12,700 | \$12,700 | \$0 | \$12,700 | |
| CON CONCERTS | \$5,000 | \$7,500 | \$0 | \$7,500 | |
| CAR SHOW | \$500 | \$0 | \$0 | \$0 | |
| DANCE COUNTRY WESTERN/SQUARE DANCE | \$1,900 | \$1,900 | \$0 | \$1,900 | |
| FOUR FOURTH OF JULY | \$12,000 | \$12,000 | \$0 | \$12,000 | |
| HISP HISPANIC HERITAGE | \$450 | \$450 | \$0 | \$450 | |
| S FLI SPRING FLING(PAINT A PICTURE) | \$600 | \$600 | \$0 | \$600 | |
| TOTAL CULTURAL AFFAIRS COMMITTEE: | \$39,900 | \$39,900 | \$0 | \$39,900 | |
| ECONOMIC DEVELOPMENT COMMITTEE | | | | | |
| MARKET MARKETING MATERIALS | \$5,400 | \$5,400 | \$0 | \$5,400 | |
| ML CH MISC EXPENSES | \$7,000 | \$7,000 | \$0 | \$7,000 | |
| REALT REALTOR EVENTS | \$5,200 | \$5,200 | \$0 | \$5,200 | |
| TRADE SHOW - BIO FLORIDA | \$1,600 | \$1,600 | \$0 | \$1,600 | |
| SHOWS MISC EXPENSES | \$3,000 | \$3,000 | \$0 | \$3,000 | |
| TOTAL ECONOMIC DEVELOPMENT COMMITTEE: | \$22,200 | \$22,200 | \$0 | \$22,200 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERALFUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
| EDUCATIONAL ADVISORY BOARD | | | | | |
| AP LANGUAGE ARTS PROGRAM | \$26,000 | \$26,000 | \$0 | \$26,000 | |
| DIREC DIRECT INSTRUCTION TUTORING | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| FCAT FCAT TUTORING | \$0 | \$0 | \$0 | \$0 | |
| FRIEN FRIENDS OF THE LIBRARY | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| IMAG IMAGINATION LIBRARY | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| MISC. MISC. EXPENSES | \$300 | \$300 | \$0 | \$300 | |
| MLIC MLAKES K-8 INSTRUCTIONAL COSTS | \$0 | \$0 | \$0 | \$0 | |
| SAT/ SAT/ACT PREP COURSES | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| STEM ELECTIVE COURSES | \$17,000 | \$17,000 | \$0 | \$17,000 | |
| TOTAL EDUCATIONAL ADVISORY BOARD: | \$58,300 | \$58,300 | \$0 | \$58,300 | |
| ELDERLY AFFAIRS COMMITTEE | | | | | |
| FORU COMMUNITY FORUMS | \$3,500 | \$3,500 | \$0 | \$3,500 | |
| HF EAC - HEALTH FAIR | \$2,500 | \$2,500 | \$0 | \$2,500 | |
| METET MEET & EAT | \$4,000 | \$5,000 | \$0 | \$5,000 | |
| SENIO SENIOR FIELD TRIP | \$4,500 | \$5,000 | \$0 | \$5,000 | |
| SG SR. GAMES | \$2,500 | \$3,500 | \$0 | \$3,500 | |
| SRSO SENIOR SOCIAL | \$19,000 | \$20,500 | \$0 | \$20,500 | |
| TOTAL ELDERLY AFFAIRS COMMITTEE: | \$36,000 | \$40,000 | \$0 | \$40,000 | |
| YOUTH ACTIVITIES TASK FORCE | | | | | |
| BR BICYCLE RODEO | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| HHH HALLOWEEN HAUNTED HOUSE | \$7,350 | \$8,650 | \$0 | \$8,650 | |
| HIST HISTORICAL SCAVENG | \$0 | \$0 | \$0 | \$0 | |
| JUST JUST RUN | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| MLR MIAMI LAKES ROCKS | \$1,000 | \$3,500 | \$0 | \$3,500 | |
| MP MOVIES IN THE PARK | \$14,000 | \$21,945 | \$0 | \$21,945 | |
| SPRIN SPRING FLING | \$2,500 | \$2,500 | \$0 | \$2,500 | |
| SUMMER YOUTH EMPL INITIATIVE | \$250 | \$250 | \$0 | \$250 | |
| WINTERFEST | \$10,000 | \$7,500 | \$0 | \$7,500 | |
| TOTAL YOUTH ACTIVITIES TASK FORCE: | \$37,100 | \$46,345 | \$0 | \$46,345 | |
| PUBLIC SAFETY COMMITTEE | | | | | |
| PUBLIC SAFETY COMMITTEE | \$250 | \$250 | \$0 | \$250 | |
| BRKF POLICE APPRECIATION BREAKFAST | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| CERT C.E.R.T TRAINING | \$0 | \$0 | \$0 | \$0 | |
| EDUCATIONAL MATERIALS | \$750 | \$750 | \$0 | \$750 | |
| TOTAL PUBLIC SAFETY COMMITTEE: | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| VERERANS AFFAIRS COMMITTEE | | | | | |
| CARE PACKAGE DRIVE | \$500 | \$850 | \$0 | \$850 | |
| DED C DEDICATION CEREMONY-VETS MEM | \$0 | \$0 | \$0 | \$0 | |
| FLAG FLAG RETIREMENT CEREMONY | \$100 | \$100 | \$0 | \$100 | |
| PHO C PHOTO CONTEST-ML PATRIOTISM | \$0 | \$0 | \$0 | \$0 | |
| MM MARLINS FIELD TRIP-MILITARY MONDAY | \$500 | \$500 | \$0 | \$500 | |
| PLAQU PURCH TREES W/PLAQUES | \$900 | \$900 | \$0 | \$900 | |
| V COM VETERANS COMMITTEE SHIRTS | \$0 | \$0 | \$0 | \$0 | |
| VET J VETERANS JOB FAIR | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL VERETERANS AFFAIRS COMMITTEE: | \$2,000 | \$2,350 | \$0 | \$2,350 | |
| TOTAL SPECIAL EVENTS EXPENDITURES: | \$200,150 | \$213,745 | \$0 | \$213,745 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
GENERALFUND
Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|

PUBLIC WORKS

PUBLIC WORKS ADMINISTRATION

| | | | | | |
|---|------------------|------------------|------------|------------------|--|
| REGULAR SALARIES | \$109,500 | \$109,500 | \$0 | \$109,500 | |
| ADMINISTRATIVE SUPP TO STORMMWA | \$0 | \$0 | \$0 | \$0 | |
| REIMB FROM STORMWATER | \$0 | \$0 | \$0 | \$0 | |
| COMPENSATED ABSENCES | \$0 | \$0 | \$0 | \$0 | |
| PAYROLL TAXES | \$8,166 | \$8,166 | \$0 | \$8,166 | |
| FRS CONTRIBUTIONS | \$5,969 | \$5,969 | \$0 | \$5,969 | |
| HEALTH & LIFE INSURANCE | \$8,504 | \$8,504 | \$0 | \$8,504 | |
| WIRELESS STIPEND | \$480 | \$480 | \$0 | \$480 | |
| TREE INVENTORY | \$0 | \$0 | \$0 | \$0 | |
| TOWN ENGINEER | \$35,200 | \$35,200 | \$0 | \$35,200 | |
| PERMITS PLAN REVIEW | \$38,000 | \$38,000 | \$0 | \$38,000 | |
| CELL PHONES | \$0 | \$0 | \$0 | \$0 | |
| REPAIR & MAINTENANCE | \$0 | \$0 | \$0 | \$0 | |
| VEHICLE REPAIR & MAINTENANCE | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| NEW TREE PLANTING | \$0 | \$0 | \$0 | \$0 | |
| LOCAL GAS OPTION 6¢ REIMBUR | \$0 | \$0 | \$0 | \$0 | |
| UNDERGROUND UTILITY LOCATION | \$27,240 | \$27,240 | \$0 | \$27,240 | |
| PW MISCELLANEOUS | \$0 | \$0 | \$0 | \$0 | |
| HURRICANE FAIR | \$0 | \$0 | \$0 | \$0 | |
| OPERATING SUPPLIES | \$3,000 | \$3,000 | \$0 | \$3,000 | |
| UNIFORMS | \$40 | \$40 | \$0 | \$40 | |
| VEH OPERATING & MAINT | \$3,000 | \$3,000 | \$0 | \$3,000 | |
| VEHICLES MAINTENANCE | \$0 | \$0 | \$0 | \$0 | |
| FURN & EQUIP NON CAPITAL | \$4,000 | \$4,000 | \$0 | \$4,000 | |
| MACHINERY & EQUIPMENT | \$0 | \$0 | \$0 | \$0 | |
| CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 | |
| SUB-TOTAL PUBLIC WORKS ADMINISTRATION: | \$247,099 | \$247,099 | \$0 | \$247,099 | |

PW - GREEN SPACE

| | | | | | |
|----------------------------------|------------------|------------------|------------|------------------|--|
| RIGHT OF WAY ELECTRICITY | \$11,000 | \$11,000 | \$0 | \$11,000 | |
| WATER | \$51,000 | \$51,000 | \$0 | \$51,000 | |
| REPAIR & MAINTENANCE | \$510,000 | \$510,000 | \$0 | \$510,000 | |
| PUBLIC WORK ENTRY MAINT | \$4,700 | \$4,700 | \$0 | \$4,700 | |
| EXTERMINATION SERVICES | \$3,000 | \$3,000 | \$0 | \$3,000 | |
| PW TREE REMOVAL | \$20,000 | \$20,000 | \$0 | \$20,000 | |
| TREE TRIMMING | \$170,000 | \$170,000 | \$0 | \$170,000 | |
| NEW TREE PLANTING | \$50,000 | \$50,000 | \$0 | \$50,000 | |
| FAMTR NEW TREE PLANTING | \$0 | \$0 | \$0 | \$0 | |
| TREE REPLACEMENT PROG-BLACK OL | \$0 | \$0 | \$0 | \$0 | |
| BEAUTIFICATION PLAN | \$30,000 | \$30,000 | \$0 | \$30,000 | |
| SUB-TOTAL PW-GREEN SPACE: | \$849,700 | \$849,700 | \$0 | \$849,700 | |

TRANSIT

| | | | | | |
|----------------------------|-----------------|-----------------|------------|-----------------|--|
| DEMAND SERVICES - CONTRACT | \$75,000 | \$75,000 | \$0 | \$75,000 | |
| SUB-TOTAL TRANSIT: | \$75,000 | \$75,000 | \$0 | \$75,000 | |

| | | | | |
|---|--------------------|--------------------|------------|--------------------|
| TOTAL PUBLIC WORKS EXPENDITURES: | \$1,171,799 | \$1,171,799 | \$0 | \$1,171,799 |
|---|--------------------|--------------------|------------|--------------------|

| | | | | | |
|---|------------------|--------------------|------------|--------------------|--|
| BAD DEBT EXPENSE- EMPLOY TAX 1 | \$0 | \$0 | \$0 | \$0 | |
| EX ORD ITEM, PUBLIC OFFICIALS LEGAL REIMB | \$250,000 | \$460,000 | \$0 | \$460,000 | |
| SPECIAL ITEM, FEMA REIMB | \$0 | \$747,000 | \$0 | \$747,000 | |
| RESERVE FOR LITIGATION/SETTLEMENT | \$0 | \$157,500 | \$0 | \$157,500 | |
| TOTAL NON-DEPARTMENTAL EXPENDITURES: | \$250,000 | \$1,364,500 | \$0 | \$1,364,500 | |

| | | | | |
|--|---------------------|---------------------|--------------------|---------------------|
| TOTAL GENERAL FUND EXPENDITURES | \$16,372,201 | \$17,804,091 | \$2,066,227 | \$19,870,318 |
|--|---------------------|---------------------|--------------------|---------------------|

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
SPECIAL REVENUE FUND
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|

SPECIAL REVENUE FUND

TRANSPORTATION GAS TAX

REVENUE

| | | | | | |
|-------------------------------|------------------|------------------|------------|------------------|--|
| 1ST LOCAL OPT GAS TAXES - 6¢ | \$389,440 | \$389,440 | \$0 | \$389,440 | |
| SR TRANSP BUDGET CARRYFORWARD | \$9,464 | \$9,464 | \$0 | \$9,464 | |
| TOTAL REVENUES | \$398,904 | \$398,904 | \$0 | \$398,904 | |

EXPENDITURE

| | | | | | |
|------------------------------|------------------|------------------|------------|------------------|--|
| TRANSP- ADA COMPLIANCE | \$30,000 | \$30,000 | \$0 | \$30,000 | |
| ROADS - POTHOLE REPAIRS | \$15,000 | \$15,000 | \$0 | \$15,000 | |
| ROADS - SIDEWALK REPLACEMENT | \$170,000 | \$170,000 | \$0 | \$170,000 | |
| SIDEWALK PRESSURE CLEANING | \$75,000 | \$75,000 | \$0 | \$75,000 | |
| ROADS - STRIPING & SIGNS | \$10,000 | \$10,000 | \$0 | \$10,000 | |
| ROADS - CONTINGENCY | \$0 | \$0 | \$0 | \$0 | |
| TRANSP - ROAD SYSTEM MAINT | \$98,904 | \$98,904 | \$0 | \$98,904 | |
| GF REIMB FOR PW ACTIV | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES | \$398,904 | \$398,904 | \$0 | \$398,904 | |

TRANSIT

REVENUE

| | | | | | |
|--|------------------|------------------|------------------|------------------|--|
| TRANSPORTATION 20% SALES TAX | \$215,000 | \$215,000 | \$0 | \$215,000 | |
| STATE GRANT BUS OPERATING~ | \$0 | \$0 | \$0 | \$0 | |
| TRAFFIC STUDY GRANT | \$0 | \$0 | \$0 | \$0 | |
| TRANSFER IN FROM CAPITAL PROJECTS FUND | \$0 | \$0 | \$0 | \$0 | |
| SR TRANSIT BUDGET CARRYFORWARD | \$431,275 | \$431,275 | \$246,529 | \$677,804 | Fund Balance Adjustment per FY2014-15 CAFR |
| TOTAL REVENUES | \$646,275 | \$646,275 | \$246,529 | \$892,804 | |

EXPENDITURE

| | | | | | |
|--------------------------------------|------------------|------------------|------------------|------------------|--|
| REGULAR SALARIES | \$41,500 | \$41,500 | \$0 | \$41,500 | |
| PAYROLL TAXES | \$3,175 | \$3,175 | \$0 | \$3,175 | |
| FRS CONTRIBUTIONS | \$2,264 | \$2,264 | \$0 | \$2,264 | |
| HEALTH AND LIFE INSURANCE | \$8,888 | \$8,888 | \$0 | \$8,888 | |
| TRAFFIC STUDIES | \$25,000 | \$25,000 | \$0 | \$25,000 | |
| TRANSIT BUS CIRCULATOR CO | \$117,351 | \$117,351 | \$0 | \$117,351 | |
| TRANSIT BUS SHELTER INS | \$22,950 | \$22,950 | \$0 | \$22,950 | |
| TRAVEL & PER DIEM | \$1,500 | \$1,500 | \$0 | \$1,500 | |
| TRANSIT BUS SHELTERS REPAIRS & MAINT | \$15,000 | \$15,000 | \$0 | \$15,000 | |
| GPS REPAIR AND MAINTENANCE | \$3,700 | \$3,700 | \$0 | \$3,700 | |
| TRANSIT BUS REPAIR AND MAINTENANCE | \$44,320 | \$44,320 | \$0 | \$44,320 | |
| CONTINGENCY | \$238,637 | \$214,637 | \$246,529 | \$461,166 | Fund Balance Adjustment per FY2014-15 CAFR |
| MARKETING PROMOTIONAL SUPPORT | \$20,000 | \$20,000 | \$0 | \$20,000 | |
| TRANSIT ADMIN PROG EXP5% | \$10,750 | \$10,750 | \$0 | \$10,750 | |
| FUEL, GAS, OIL | \$45,240 | \$45,240 | \$0 | \$45,240 | |
| EDUCATION & TRAINING | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| BUS STOP SIGNS | \$40,000 | \$64,000 | \$0 | \$64,000 | |
| GLOBAL POSITIONING SYSTEM | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| MPO GRANT O & D STUDY | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES | \$646,275 | \$646,275 | \$246,529 | \$892,804 | |

IMPACT FEES - POLICE

REVENUE

| | | | | | |
|------------------------------|------------|------------|--------------------|-------------------|--|
| IMPACT FEES - PUBLIC SAFETY | \$0 | \$0 | \$0 | \$0 | |
| SPEC REV POLICE BUD CARRYFWD | \$0 | \$0 | (\$138,536) | -\$138,536 | Fund Balance Adjustment per FY2014-15 CAFR |
| TOTAL REVENUES | \$0 | \$0 | (\$138,536) | -\$138,536 | |

EXPENDITURE

| | | | | | |
|---------------------------|------------|------------|--------------------|-------------------|--|
| POLICE IMPACT FEE EXP | \$0 | \$0 | (\$138,536) | -\$138,536 | Fund Balance Adjustment per FY2014-15 CAFR |
| TRANSFER OUT - CIP FUND | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES | \$0 | \$0 | (\$138,536) | -\$138,536 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
SPECIAL REVENUE FUND
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|

TREE ORDINANCE - BLACK OLIVE REMOVAL PROGRAM

REVENUE

| | | | | | |
|--------------------------------|----------------|----------------|------------|----------------|--|
| BLACK OLIVE PROGRAM - ANALYSIS | \$0 | \$0 | \$0 | \$0 | |
| BLACK OLIVE PROGRAM - FEE | \$0 | \$0 | \$0 | \$0 | |
| BUDGET CARRYFORWARD | \$6,140 | \$6,140 | \$0 | \$6,140 | |
| TREE REMOVAL PROGRAM - FEE | \$0 | \$0 | \$0 | \$0 | |
| TOTAL REVENUES | \$6,140 | \$6,140 | \$0 | \$6,140 | |

EXPENDITURE

| | | | | | |
|---------------------------|----------------|----------------|------------|----------------|--|
| BLACK OLIVE TREE PROG | \$6,140 | \$6,140 | \$0 | \$6,140 | |
| TRANSFER OUT - GEN FUND | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES | \$6,140 | \$6,140 | \$0 | \$6,140 | |

PEOPLE'S TRANSPORTATION PLAN (PTP 80%)

REVENUE

| | | | | | |
|---------------------------------------|--------------------|--------------------|------------------|--------------------|--|
| FTA-SRTA DIESEL BUS | \$0 | \$0 | \$0 | \$0 | |
| 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 | \$0 | \$176,384 | \$176,384 | Reimbursement for Series 2010 Debt service payment |
| SR TRANSPORTATION BUDGET CARRYFORWARD | \$345,448 | \$345,448 | \$10,473 | \$355,921 | Fund Balance Adjustment per FY2014-15 CAFR |
| TOTAL REVENUES | \$1,195,948 | \$1,195,948 | \$186,857 | \$1,382,805 | |

EXPENDITURE

| | | | | | |
|-----------------------------------|--------------------|--------------------|------------------|--------------------|--|
| TRANSPORTATION STUDIES | \$0 | \$0 | \$37,780 | \$37,780 | 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 | \$304,773 | \$19,077 | \$323,850 | Fund Balance Adjustment per FY2014-15 CAFR \$10,473 and reimbursement for debt services payments \$176,384. Reducing reserves for Traffic Studies (\$37,780) and for Pedestrian Crosswalks (\$130,000) |
| ADMIN PTP EXP 5% | \$42,500 | \$42,500 | \$0 | \$42,500 | |
| TRANSFER CAPITAL-TRANSPORTATION | \$0 | \$0 | \$130,000 | \$130,000 | Transfer to Capital Projects Fund - Transportation for pedestrian crosswalks |
| TRANSFER CAPITAL-STORMWATER | \$300,000 | \$300,000 | \$0 | \$300,000 | |
| TRANSFER TO SERIES 2013 | \$153,675 | \$153,675 | \$0 | \$153,675 | |
| TOTAL EXPENDITURES | \$1,195,948 | \$1,195,948 | \$186,857 | \$1,382,805 | |

SPECIAL REVENUES - OTHER

REVENUE

| | | | | | |
|-----------------------------|------------|------------|------------------|------------------|---------------------------------------|
| CONTRIBUTION FROM DEVELOPER | \$0 | \$0 | \$300,000 | \$300,000 | Contribution for educational purposes |
| BUDGET CARRYFORWARD | \$0 | \$0 | \$0 | | |
| TOTAL REVENUES | \$0 | \$0 | \$300,000 | \$300,000 | |

EXPENDITURE

| | | | | | |
|---------------------------|------------|------------|------------------|------------------|--|
| CONTINGENCY FOR EDUCATION | \$0 | \$0 | \$300,000 | \$300,000 | |
| TOTAL EXPENDITURES | \$0 | \$0 | \$300,000 | \$300,000 | |

| | | | | | |
|---|--------------------|--------------------|------------------|--------------------|--|
| TOTAL SPECIAL REVENUE FUND REVENUES: | \$2,247,267 | \$2,247,267 | \$594,850 | \$2,842,117 | |
| TOTAL SPECIAL REVENUE FUND EXPENDITURES: | \$2,247,267 | \$2,247,267 | \$594,850 | \$2,842,117 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
CAPITAL PROJECTS FUND
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|

CAPITAL PROJECTS FUND

FACILITIES AND EQUIPMENT IMPROVEMENT

REVENUES

| | | | | | |
|--|------------------|------------------|-----------------|------------------|--|
| TRANSFER FROM IMPACT FEE FUND - POLICE | \$24,765 | \$24,765 | \$0 | \$24,765 | |
| TRANSFER FROM CONSTRUCTION FUND | \$0 | \$0 | \$0 | \$0 | |
| CAP PROJBUDGET CARRYFORWARD | \$116,735 | \$106,400 | \$52,116 | \$158,516 | Fund Balance Adjustment per FY2014-15 CAFR |
| TOTAL REVENUES | \$141,500 | \$131,165 | \$52,116 | \$183,281 | |

EXPENDITURES

| | | | | | |
|---------------------------|------------------|------------------|-----------------|------------------|---|
| ART IN PUBLIC PLACES | \$0 | \$0 | \$0 | \$0 | |
| MACHINERY & EQUIPMENT | \$141,500 | \$131,165 | \$52,116 | \$183,281 | Fund Balance Adjustment per FY2014-15 CAFR. Emergency AC at for Robert Alonso Community Center (38,700) and Town Hall Emergency Generator (13,416) |
| OTHER CAPITAL EXP | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES | \$141,500 | \$131,165 | \$52,116 | \$183,281 | |

PARKS IMPROVEMENTS

REVENUES

| | | | | | |
|--------------------------------|--------------------|--------------------|------------------|--------------------|--|
| PARKS GRANTS BIKE PATH | \$0 | \$0 | \$0 | \$0 | |
| SAFE ROUTES TO SCHOOL | \$200,000 | \$0 | \$0 | \$0 | |
| DONATIONS - SEVILLA PLAYGRND | \$0 | \$0 | \$0 | \$0 | |
| CONTRIBUTION FROM DEVELOPER | \$0 | \$0 | \$200,000 | \$200,000 | Developer contribution for Passive Park Development |
| SETTLEMENTS | \$0 | \$0 | \$0 | \$0 | |
| CAP PARKS BUDGET CARRYFORWARD | \$1,189,162 | \$1,634,728 | \$149,268 | \$1,783,996 | Fund Balance Adjustment per FY2014-15 CAFR |
| CAPTRANSP BUDGET CARRYFORWARD | \$0 | \$0 | \$0 | \$0 | |
| GF TRANS GREENWAY NW 170TH | \$0 | \$0 | \$0 | \$0 | |
| TRANS FROM SERIES 2010 | \$0 | \$0 | \$0 | \$0 | |
| TRANS FR PARKS IMPACT FEE FUND | \$15,500 | \$15,500 | \$285,000 | \$300,500 | Transfer in from Impact Fee Fund for MLOP (\$65,000) MCCC Improvements (155,000) and Parks IT Enhancement (\$65,000) |
| TRANSF IN-SPEC REVENUE | \$0 | \$0 | \$0 | \$0 | |
| TOTAL REVENUES: | \$1,404,662 | \$1,650,228 | \$634,268 | \$2,284,496 | |

EXPENDITURES

| | | | | | |
|--|------------------|------------------|-------------------|------------------|---|
| DOG PARK | \$98,000 | \$148,000 | \$0 | \$148,000 | |
| CIP RESERVE FOR PARKS | \$87,923 | \$76,989 | (\$76,989) | \$0 | Fund Balance Adjustment per FY2014-15 CAFR (\$149,268) less transfer for irrigation, sod and project management at Park East Youth Center (\$42,900) and to fully fund Optimist Clubhouse (-\$183,357) |
| T INFRASTRUCTURE | \$0 | \$0 | \$65,000 | \$65,000 | IT Enhancement at all Parks & firewall for Government Center |
| MINI PARKS IMPROVEMENTS | \$0 | \$0 | \$0 | \$0 | |
| NIC BEAUTIFICATION MATCHING GRANT PROGRAM | \$18,489 | \$18,489 | \$0 | \$18,489 | |
| TOTAL CLS ADMINISTRATIVE PROJECTS: | \$204,412 | \$243,478 | (\$11,989) | \$231,489 | |
| MINI PARKS GREENWAY BIKE PATH | \$0 | \$0 | \$0 | \$0 | |
| SAFE ROUTES TO SCHOOL | \$321,500 | \$0 | \$0 | \$0 | |
| TOTAL GREENWAY AND TRAILS: | \$321,500 | \$0 | \$0 | \$0 | |
| PLAY PLAYGROUND RENOVATION | \$0 | \$150,000 | (\$11,698) | \$138,302 | Transfer for irrigation and sod at Park East Youth Center |
| MINI PARKS COMM CENT EAST | \$50,000 | \$323,000 | \$54,598 | \$377,598 | Irrigation and sod |
| TOTAL MINI PARK -EAST (YOUTH CENTER): | \$50,000 | \$473,000 | \$42,900 | \$515,900 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
CAPITAL PROJECTS FUND
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|---|
| MINI PARKS COMM CENT WEST | \$0 | \$0 | \$155,000 | \$155,000 | Mary Collins Community Center Improvements to include Roof Replacement (\$50,000), impact resistant windows & doors (\$75,000) and air condition (\$30,000) |
| TOTAL MINI PARK - WEST | \$0 | \$0 | \$155,000 | \$155,000 | |
| MLOP CLUBHOUSE | \$828,750 | \$933,750 | \$248,357 | \$1,182,107 | To fully fund the completion of Optimist Clubhouse |
| MLOP W&S CONNECT -CURR CONST | \$0 | \$0 | \$0 | \$0 | |
| TOTAL MIAMI LAKES OPTIMIST PARK | \$828,750 | \$933,750 | \$248,357 | \$1,182,107 | |
| PASSIVE PARK DEVELOPMENT | \$0 | \$0 | \$200,000 | \$200,000 | Development of passive parks - Bridge and Par 3 |
| BRIDGE PARK | \$0 | \$0 | \$0 | \$0 | |
| PAR 3 PARK | \$0 | \$0 | \$0 | \$0 | |
| TOTAL PASSIVE PARK DEVELOPMENT | \$0 | \$0 | \$200,000 | \$200,000 | |
| TOTAL PARKS IMPROVEMENTS EXPENDITURES | \$1,404,662 | \$1,650,228 | \$634,268 | \$2,284,496 | |

TRANSPORTATION IMPROVEMENTS

| | | | | | |
|------------------------------------|--------------------|--------------------|-----------------|--------------------|--|
| REVENUES | | | | | |
| SECOND LOC OPT GAS TAXE 3 cent | \$145,000 | \$145,000 | \$0 | \$145,000 | |
| IMPACT FEES | \$0 | \$0 | \$0 | \$0 | |
| SAFE ROUTES TO SCHOOL | \$0 | \$200,000 | \$0 | \$200,000 | |
| STATE GRANT | \$100,000 | \$100,000 | \$0 | \$100,000 | |
| INTEREST INCOME | \$5,000 | \$0 | \$0 | \$0 | |
| TRANSF F/SRF PTP | \$0 | \$0 | \$130,000 | \$130,000 | Transfer from Special Revenue Fund - PTP 80% for pedestrian crosswalks |
| TRANS FROM RDWY IMPROV | \$0 | \$0 | \$0 | \$0 | |
| CAPTRANSP BUDGET CARRYFORWARD | \$2,504,138 | \$2,449,765 | (\$35,310) | \$2,414,455 | Fund Balance Adjustment per FY2014-15 CAFR |
| TOTAL REVENUES | \$2,754,138 | \$2,894,765 | \$94,690 | \$2,989,455 | |
| EXPENDITURES | | | | | |
| TRAFFIC CALMING | \$50,000 | \$50,000 | \$0 | \$50,000 | Fund Balance Adjustment per FY2014-15 CAFR (- \$35,309.90) and Transfer funds for Hutchinson Improvement - Roadway portion (-\$74,750) |
| CIP RESERVE FOR TRANSPORT | \$545,800 | \$179,927 | (\$110,060) | \$69,867 | |
| TRANS-STORAGE YARD | \$308,000 | \$308,000 | \$0 | \$308,000 | |
| TRANSP LAKE MARTHA IMPROV | \$943,200 | \$1,103,200 | \$0 | \$1,103,200 | |
| TRANSP LAKE SARAH IMPROV | \$565,600 | \$565,600 | \$0 | \$565,600 | |
| SAFE ROUTES TO SCHOOL | \$0 | \$321,500 | \$0 | \$321,500 | |
| HUTCHINSON ROADWAY & DRAINAGE IMPR | \$0 | \$0 | \$74,750 | \$74,750 | Hutchinson Improvement - 65% allocation |
| BEAUTIFICATION | \$159,960 | \$166,538 | \$0 | \$166,538 | |
| BEAUTIFICATION | \$181,578 | \$200,000 | \$0 | \$200,000 | |
| PEDESTRIAN CROSSWALKS | \$0 | \$0 | \$130,000 | \$130,000 | Pedestrian crosswalks at Main Street & Bull Run (\$43,500), 154 Street & Palmetto (\$61,500) and 67th Ave and 138 Street (\$25,000) |
| TRANSF OUT -PARKS CIP | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES: | \$2,754,138 | \$2,894,765 | \$94,690 | \$2,989,455 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
CAPITAL PROJECTS FUND
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|

STORMWATER IMPROVEMENTS

REVENUES

| | | | | | |
|---------------------------------------|--------------------|--------------------|------------|--------------------|--|
| STORMWATER GRANTS | \$300,000 | \$300,000 | \$0 | \$300,000 | |
| STORMWATER GRANTS | \$878,500 | \$878,500 | \$0 | \$878,500 | |
| CAPITAL SW BUDGET CARRYFORWD | \$364,362 | \$1,114,830 | \$0 | \$1,114,830 | |
| TRANSF IN-PEOPLES TRANSPORTATION PRGM | \$300,000 | \$300,000 | \$0 | \$300,000 | |
| CAPTRANSP BUDGET CARRYFORWARD | \$0 | \$0 | \$0 | \$0 | |
| TOTAL REVENUES: | \$1,842,862 | \$2,593,330 | \$0 | \$2,593,330 | |

EXPENDITURES

| | | | | | |
|---------------------------------------|--------------------|--------------------|------------|--------------------|---|
| WEST LAKE A | \$0 | \$371,500 | \$0 | \$371,500 | |
| WEST LAKES B, C, D and E | \$0 | \$3,000 | \$7,000 | \$10,000 | Capital improvement management services for West Lakes B,C,D,E Roadway and Drainage project |
| ROYAL OAKS DRAINAGE & ROADWAY IMPROVS | \$0 | \$0 | \$9,370 | \$9,370 | Capital improvement management services for Royal Oaks Roadway and Drainage project |
| LAKE MARTHA DRAINAGE IMPROVEMENT | \$628,800 | \$897,742 | \$0 | \$897,742 | |
| LAKE SARAH IMPROVEMENT | \$300,000 | \$300,000 | \$0 | \$300,000 | |
| HUTCHINSON ROADWAY & DRAINAGE IMPR | \$0 | \$0 | \$40,250 | \$40,250 | Hutchinson Improvement - 35% allocation |
| CANAL BANK STABILIZATION | \$878,500 | \$878,500 | \$0 | \$878,500 | |
| OPERATING CONTINGENCY- STORM | \$35,562 | \$142,588 | (\$56,620) | \$85,968 | Transfer for Hutchinson, West Lakes and Royal Oaks Drainage Improvements |
| TRANSFER OUT - STORMWATER | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES: | \$1,842,862 | \$2,593,330 | \$0 | \$2,593,330 | |

INTEREST

REVENUES

| | | | | | |
|-----------------------|------------|------------------|--------------------|----------------|---|
| INTEREST INCOME | \$0 | \$5,000 | \$0 | \$5,000 | |
| BUDGET CARRYFORWARD | \$0 | \$141,693 | (\$141,693) | \$0 | Adjustment to Fund Balance per FY2014-15 CAFR |
| TOTAL REVENUES | \$0 | \$146,693 | (\$141,693) | \$5,000 | |

EXPENDITURES

| | | | | | |
|---------------------------|------------|------------------|--------------------|----------------|---|
| CONTINGENCY | \$0 | \$146,693 | (\$141,693) | \$5,000 | Adjustment to Fund Balance per FY2014-15 CAFR |
| TOTAL EXPENDITURES | \$0 | \$146,693 | (\$141,693) | \$5,000 | |

| | | | | | |
|---|--------------------|--------------------|------------------|--------------------|--|
| TOTAL CAPITAL FUND PROJECTS REVENUES | \$6,143,162 | \$7,416,181 | \$639,381 | \$8,055,562 | |
| TOTAL CAPITAL FUND PROJECTS EXPENDITURES | \$6,143,162 | \$7,416,181 | \$639,381 | \$8,055,562 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
STORMWATER UTILITY FUND
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--|--------------------------------|--------------------------------|------------------------------------|--------------------------------|--|
| STORMWATER UTILITY FUND | | | | | |
| REVENUES | | | | | |
| STORMWATER UTILITY FEES | \$950,000 | \$950,000 | \$0 | \$950,000 | |
| INTEREST EARNINGS | \$400 | \$400 | \$0 | \$400 | |
| STORMWATER BUDGET CARRYFORWD | \$225,913 | \$225,913 | \$62,475 | \$288,388 | Fund Balance Adjustment per FY2014-15 CAFR |
| PRIOR YEAR CAPITAL ASSETS | \$0 | \$0 | \$0 | \$0 | |
| TOTAL STORMWATER UTILITY REVENUES | \$1,176,313 | \$1,176,313 | \$62,475 | \$1,238,788 | |
| EXPENDITURES | | | | | |
| WASAD FEE COLLECTION | \$27,000 | \$27,000 | \$0 | \$27,000 | |
| STORMWATER ADMINISTRATION | \$32,000 | \$32,000 | \$0 | \$32,000 | |
| PUBLIC OUTREACH/WORKSHOPS | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| BOOKS PUBLICATIONS | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| TRAINING AND EDUCATION | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| S/W UTIL REVENUE BOND DEBT | \$66,100 | \$66,100 | \$0 | \$66,100 | |
| TRANSFER TO CAP PROJECTS FD | \$0 | \$0 | \$0 | \$0 | |
| TOTAL STORMWATER UTILITY EXPENSES | \$136,100 | \$136,100 | \$0 | \$136,100 | |
| NPDES COMPUT. DISCHARGE MOD | \$1,000 | \$1,000 | \$0 | \$1,000 | |
| DERM MONITORING | \$0 | \$0 | \$0 | \$0 | |
| NPDES PERMIT FEES | \$24,000 | \$24,000 | \$0 | \$24,000 | |
| TOTAL NPDES COSTS | \$25,000 | \$25,000 | \$0 | \$25,000 | |
| REGULAR SALARIES | \$111,253 | \$111,253 | \$0 | \$111,253 | |
| STORMWATER OVERTIME | \$5,000 | \$5,000 | \$0 | \$5,000 | |
| PAYROLL TAXES | \$8,511 | \$8,511 | \$0 | \$8,511 | |
| FRS CONTRIBUTIONS | \$6,069 | \$6,069 | \$0 | \$6,069 | |
| HEALTH & LIFE INSURANCE | \$22,221 | \$22,221 | \$0 | \$22,221 | |
| STORMWATER HEALTH ALLOWANCE | \$0 | \$0 | \$0 | \$0 | |
| WIRELESS STIPEND | \$480 | \$480 | \$0 | \$480 | |
| STORMWATER INSPECTOR | \$57,400 | \$57,400 | \$0 | \$57,400 | |
| CLEAN BASINS PIPES TRENCHES | \$42,000 | \$42,000 | \$0 | \$42,000 | |
| MINOR REPAIRS & IMPROVEMENTS | \$100,000 | \$100,000 | \$0 | \$100,000 | |
| COMMUNITY RATING SYSTEM | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| STREET SWEEPING | \$40,000 | \$40,000 | \$0 | \$40,000 | |
| STORM VACUUM TRUCK OPER | \$15,000 | \$15,000 | \$0 | \$15,000 | |
| CANAL MAINTENANCE | \$158,244 | \$158,244 | \$0 | \$158,244 | |
| STORMWATER CONTINGENCY | \$426,406 | \$426,406 | \$62,475 | \$488,881 | Fund Balance Adjustment per FY2014-15 CAFR |
| MISC EXPENSES/REMOTE ACCESS DEVICE | \$1,080 | \$1,080 | \$0 | \$1,080 | |
| GAS, OIL, LUBRICANTS | \$15,840 | \$15,840 | \$0 | \$15,840 | |
| UNIFORMS | \$1,410 | \$1,410 | \$0 | \$1,410 | |
| EDUCATION & TRAINING | \$0 | \$0 | \$0 | \$0 | |
| MACHINERY AND EQUIPMENT | \$2,300 | \$2,300 | \$0 | \$2,300 | |
| NW 79 AVE NO OF 154 STREET | \$0 | \$0 | \$0 | \$0 | |
| COMPUTER SOFTWARE LICENSES | \$0 | \$0 | \$0 | \$0 | |
| TOTAL STORMWATER OPERATING | \$1,015,213 | \$1,015,213 | \$62,475 | \$1,077,688 | |
| TOTAL STORMWATER UTILITY REVENUES | \$1,176,313 | \$1,176,313 | \$62,475 | \$1,238,788 | |
| TOTAL STORMWATER UTILITY EXPENDITURES | \$1,176,313 | \$1,176,313 | \$62,475 | \$1,238,788 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
ALL OTHER FUNDS
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|

ELECTRIC UTILITY TAX FUND

REVENUES

| | | | | | |
|------------------------------------|------------------|------------------|-----------------|------------------|--|
| ELECTRIC UTILITY SERVICE TAX | \$2,745,539 | \$2,745,539 | \$0 | \$2,745,539 | |
| ELECTRIC UTILITY SERVICE TAX TO GF | -\$2,375,000 | -\$2,375,000 | \$0 | -\$2,375,000 | |
| ELEC UTIL BUDGET CARRYFORWARD | \$33,159 | \$33,159 | \$30,083 | \$63,242 | Fund Balance Adjustment per FY2014-15 CAFR |
| TOTAL REVENUES | \$403,698 | \$403,698 | \$30,083 | \$433,781 | |

EXPENDITURES

| | | | | | |
|--------------------------------|------------------|------------------|-----------------|------------------|--|
| CONTINGENCY | \$34,109 | \$34,109 | \$30,083 | \$64,192 | Fund Balance Adjustment per FY2014-15 CAFR |
| FINANCIAL INSTITUTION FEES | \$1,350 | \$1,350 | \$0 | \$1,350 | |
| ANNUAL DISSEMINATION AGENT FEE | \$2,000 | \$2,000 | \$0 | \$2,000 | |
| 8038 CP FILING FEE | \$200 | \$200 | \$0 | \$200 | |
| TRANSFER TO DEBT SERV FUND | \$366,039 | \$366,039 | \$0 | \$366,039 | |
| TOTAL EXPENDITURES | \$403,698 | \$403,698 | \$30,083 | \$433,781 | |

IMPACT FEES FUND

PARKS IMPACT FEES

REVENUES

| | | | | | |
|----------------------------------|-----------------|-----------------|--------------------|--------------------|--|
| PARKS IMPACT FEES - OPEN SPACE | \$15,500 | \$15,500 | \$1,270,895 | \$1,286,395 | Open space impact fees from Dunnwoody Lakes Project (\$884,290) and Graham's Downtown Development (386,605) |
| PARKS IMPACT FEES - IMPROVEMENTS | \$0 | \$0 | \$1,183,562 | \$1,183,562 | Parks improvement impact fees from Dunnwoody Lakes Project (\$826,697) and Graham's Downtown Development (356,865) |
| PARKS BUDGET CARRYFORWARD | \$0 | \$0 | \$0 | \$0 | |
| TOTAL REVENUES | \$15,500 | \$15,500 | \$2,454,457 | \$2,469,957 | |

EXPENDITURES

| | | | | | |
|----------------------------|-----------------|-----------------|--------------------|--------------------|--|
| TRANSFER TO CPF - PARKS | \$15,500 | \$15,500 | \$285,000 | \$300,500 | Transfer for Mary Collins Community Center Improvements (\$155,000), to fully fund Optimist Clubhouse (\$65,000) and Parks IT Infrastructure Improvements (\$65,000) |
| CONTINGENCY - OPEN SPACE | \$0 | \$0 | \$1,270,895 | \$1,270,895 | |
| CONTINGENCY - IMPROVEMENTS | \$0 | \$0 | \$898,562 | \$898,562 | |
| TOTAL EXPENDITURES | \$15,500 | \$15,500 | \$2,454,457 | \$2,469,957 | |

PUBLIC SAFETY IMPACT FEES

REVENUES

| | | | | | |
|-----------------------------------|-----------------|-----------------|------------------|------------------|---|
| PUBLIC SAFETY IMPACT FEES | \$16,000 | \$16,000 | \$436,800 | \$452,800 | Police impact fees from Dunnwoody Lakes Project (\$258,964) and Graham's Downtown Development (\$177,836) |
| PUBLIC SAFETY BUDGET CARRYFORWARD | \$18,765 | \$18,765 | (\$18,765) | \$0 | Fund Balance Adjustment per FY2014-15 CAFR |
| TOTAL REVENUES | \$34,765 | \$34,765 | \$418,035 | \$452,800 | |

EXPENDITURES

| | | | | | |
|------------------------------|-----------------|-----------------|------------------|------------------|--|
| POLICE IMPACT FEE EXP | \$10,000 | \$10,000 | \$0 | \$10,000 | Fund Balance Adjustment per FY2014-15 CAFR (- |
| CONTINGENCY | \$0 | \$0 | \$418,035 | \$418,035 | \$18,765) and Reserve for public safety improvement projects (\$436,800) |
| TRANSFER TO CPF - FACILITIES | \$24,765 | \$24,765 | \$0 | \$24,765 | |
| TOTAL EXPENDITURES | \$34,765 | \$34,765 | \$418,035 | \$452,800 | |

| | | | | | |
|--|-----------------|-----------------|--------------------|--------------------|--|
| TOTAL IMPACT FEE FUND REVENUES: | \$50,265 | \$50,265 | \$2,872,492 | \$2,922,757 | |
| TOTAL IMPACT FEE FUND EXPENDITURES: | \$50,265 | \$50,265 | \$2,872,492 | \$2,922,757 | |

TOWN OF MIAMI LAKES
FY2015-2016 AMENDED BUDGET
ALL OTHER FUNDS
Revenue and Expenditure by Line Item

| ACCOUNT NAME/DESCRIPTION | FY2015-16 ADOPTED BUDGET | FY2015-16 AMENDED BUDGET | FY2015-16 AMENDMENT May 2016 | FY2015-16 AMENDED BUDGET | COMMENTS |
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|
|--------------------------|--------------------------------|--------------------------------|------------------------------------|--------------------------------|----------|

DEBT SERVICE FUND

REVENUES

| | | | | | |
|---|------------------|------------------|--------------------|--------------------|-------------------------------------|
| INTEREST INCOME | \$4,500 | \$4,500 | \$0 | \$4,500 | |
| TRANSF FR SRF PTP | \$153,675 | \$153,675 | \$0 | \$153,675 | |
| TRANSFER IN FROM GENERAL FUND | \$0 | \$0 | \$1,548,580 | \$1,548,580 | Transfer to pay of Series 2013 Loan |
| TRANSF IN FROM CAPITAL - TRANSPORTATION | \$0 | \$0 | \$0 | \$0 | |
| TRANSFER IN FROM ELEC UTIL FD | \$366,039 | \$366,039 | \$0 | \$366,039 | |
| TRANSF ROAD 13 TO DEBT | \$0 | \$0 | \$0 | \$0 | |
| UNREALIZED CAP GAIN/LOSS | \$0 | \$0 | \$0 | \$0 | |
| FEDERAL DIRECT PAYMENT | \$177,960 | \$177,960 | \$0 | \$177,960 | |
| TOTAL REVENUES | \$702,174 | \$702,174 | \$1,548,580 | \$2,250,754 | |

EXPENDITURES

| | | | | | |
|-----------------------------|------------------|------------------|--------------------|--------------------|---|
| SERIES 2013 PRINCIPAL | \$105,000 | \$105,000 | \$1,545,000 | \$1,650,000 | Principal payoff |
| SERIES 2013 INTEREST | \$48,675 | \$48,675 | \$3,580 | \$52,255 | Interest and Estoppel Letter fee payoff |
| SERIES 2010 INTEREST | \$548,499 | \$548,499 | \$0 | \$548,499 | |
| TRANSFER OUT - GENERAL FUND | \$0 | \$0 | \$0 | \$0 | |
| TOTAL EXPENDITURES | \$702,174 | \$702,174 | \$1,548,580 | \$2,250,754 | |



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council

From: Alex Rey, Town Manager

Subject: Comprehensive Plan - Transportation Amendments

Date: April 27, 2016

Recommendation:

It is recommended that the Town Council approve the attached ordinance on first 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, in its capacity as the Local Planning Agency (LPA) for the Town, will hold a public hearing on these amendments, and provide a recommendation to the Town Council, at its April 27, 2016 special meeting. This special meeting will take place after publication of the Council agenda. Thus, Staff will advise the Council of the Board's recommendation during the Council hearing.

Attachments:

Memo Summarizing the 2015 Transportation Summit

Resolution 15-1330

Ordinance Exhibit 1: Text Amendments

Ordinance - First Reading

Ordinance Exhibit 2: New Transportation Map Series

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 (the “Town”) 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 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 has undertaken extensive transportation planning efforts; and

WHEREAS, the Town adopted a Commute Trip Reduction Plan (CTRP) in 2013 with recommended transportation demand management (TDM) strategies to address mobility and congestion; and

WHEREAS, the Town adopted its Greenways and Trails Master Plan in 2014; and

WHEREAS, the Town 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, policies and specific infrastructure improvements to address mobility issues; and

WHEREAS, the Town 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's Land Development Code ("LDC") sets forth the authority of the Town Council to consider and act upon an amendment to the text and maps of the Town's 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, will review this Ordinance at its April 27, 2016 meeting and provide a recommendation to the Town Council pursuant to Section 13-202 of the Town's LDC; 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 transmit the proposed 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 Section 163.3184, Florida Statutes; and

WHEREAS, the Florida Department of Economic Opportunity, other units of local government, and governmental agencies as required by law will review the proposed amendments to the Comprehensive Plan attached to this Ordinance, and submit any comment letter to the Town for consideration before final adoption of this Ordinance; 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 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 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, which are as follows:

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 Town's Administrative Official is directed to transmit the proposed amendments, attached hereto as Exhibits 1 and 2, 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.

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 delete 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.

FIRST READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

| | |
|--------------------------------|-------|
| Mayor 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 3rd day of May, 2016.

THIS SPACE INTENTIONALLY LEFT BLANK

SECOND READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

| | |
|--------------------------------|-------|
| Mayor 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 1¹

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) contained 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

¹ Additions to the text are shown in underline and deletions from the text are shown in ~~strike through~~.

~~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 Metropolitan Planning Organization (MPO), the Miami-Dade Expressway Authority (MDX), the Miami-Dade County School Board, and the Florida Department of Transportation (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 67th Avenue and NW 87th Avenue.

Policy 2.1.8: In-lieu of traditional transportation concurrency, the Town shall, through a mobility fee, mitigate the mobility impacts of development and redevelopment, and provide a portion of funding needed to implement the improvements identified in this Element.

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 comprehensive plan amendments, 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.

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 154th 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 87th Avenue north of NW 154th Street is implemented fully.~~
- ~~c. Support and coordinate with Miami Dade County in the design and building of enhancements (widening) of NW 154th Street to relieve congestion along the roadway, particularly between NW 82nd Avenue and NW 89th 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 57th Avenue, the Town will explore opportunities to reduce the number of signalized intersections along NW 57th Avenue, including working in

~~partnership with Miami-Dade County, the FDOT, the City of Miami Gardens and other agencies as may be appropriate. 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 the extent 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, 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 NW 154th 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,~~ Coordinate 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,~~ Establish 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 or the State of Florida, 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 or the State of Florida, 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:** The Town shall improve pedestrian connectivity across NW 67th Avenue/Ludlam Road within the TCMU area by reducing vehicle lane widths of NW 67th Avenue within the TCMU area to 10 feet (in order to reduce pedestrian crossing distances and reduce automobile speeds on NW 67th Avenue during non-peak traffic times) and by establishing at least two additional sanctioned pedestrian crossings (aside from the one located 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:** 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 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 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 154th 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, the Miami-Dade Metropolitan Planning Organization (MPO), the Miami-Dade Expressway Authority (MDX), and the Florida Department of Transportation (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 ~~road~~ 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 77th Court to the Palmetto Express southbound, adjacent to NW 154th Street but not mixing with other NW 154th Street traffic;

b) Lengthen the existing right turn lane from northbound NW 77th Court to eastbound NW 154th Street;

c) On northbound NW 67th Avenue at NW 167th Street, convert the existing right turn lane into a northbound through lane, and add a new right turn lane (from NW 67th Avenue to NW 167th Street); and,

d) Install adaptive traffic signals on the NW 154th Street corridor west of the Palmetto Expressway.

~~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

| Study | Project Description | Location | Street Name | From | To | Cost Estimate | Existing Outside Funding | Potential Outside Funding | Town Cost | Quantity | Unit | Comment |
|---|---|-----------------------|-----------------------|-------------------|------------------|---------------|--------------------------|---------------------------|--------------|----------|-------|---------|
| Miami Lakes Greenways and Trails Master Plan 2014 | Bike Lane Only | NW 158th St | NW 158th Street | NW 59th Avenue | NW 57th Avenue | \$5,000.00 | - | \$2,500.00 | \$2,500.00 | 0.26 | Miles | - |
| | Bike Lane plus Sidewalk - Add Bike lanes (w/o drainage/curb alterations) plus sidewalk to east and west sides of road (2 sides) | NW 60th Ave | NW 60th Avenue | Miami Lakes Drive | NW 138th Street | \$450,000.00 | - | \$225,000.00 | \$225,000.00 | 0.77 | Miles | - |
| | Bike Lane plus Sidewalk - Add Bike lanes (w/o drainage/curb alterations) plus sidewalk to north side of road (1 side) | NW 163rd St | NW 163rd Street | NW 58th Avenue | NW 57th Avenue | \$85,800.00 | - | \$45,000.00 | \$40,800.00 | 0.26 | Miles | - |
| | Bike Lane plus Sidewalk - Add Bike lanes (w/o drainage/curb alterations) plus sidewalk to north side of road (1 side) | NW 59th Ave | NW 59th Avenue | NW 158th Street | NW 167 Street | \$125,000.00 | - | \$65,000.00 | \$60,000.00 | 0.38 | Miles | - |
| | On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows | Big Cypress Dr | Big Cypress Drive | Twin Sabal Drive | S. Miami Lakeway | \$52,000.00 | - | \$26,000.00 | \$26,000.00 | 0.52 | Miles | - |
| | On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows | Commerce Way/Oak Lane | Commerce Way/Oak Lane | NW 87th Avenue | NW 79th Court | \$11,900.00 | - | \$6,000.00 | \$5,900.00 | 11.9 | Miles | - |
| | On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows | NW 146th Ter | NW 146th Terrace | NW 92nd Avenue | NW 89th Avenue | \$2,100.00 | - | \$1,000.00 | \$1,100.00 | 0.21 | Miles | - |
| | On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows | NW 149th Ter | NW 149th Terrace | NW 92nd Avenue | NW 87th Avenue | \$5,000.00 | - | \$2,000.00 | \$3,000.00 | 0.49 | Miles | - |

| | | | | | | | | | | | | |
|--|---|--|--|---|------------------------------|--------------------|---|--------------------|--------------------|-------------|--------------|---|
| | <u>On-Street Striping and Sign Improvements</u> - 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> | - |
| | <u>On-Street Striping and Sign Improvements</u> - 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> | - |
| | <u>On-Street Striping and Sign Improvements</u> - 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> | - |
| | <u>On-Street Striping and Sign Improvements</u> - 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> | - |
| | <u>On-Street Striping and Sign Improvements</u> - 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> | - |
| | <u>On-Street Striping and Sign Improvements Plus Sidewalk</u> - 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> | - |
| | <u>On-Street Striping and Sign Improvements plus Traffic Calming</u> - 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> | - |
| | <u>On-Street Striping and Sign Improvements plus Traffic Calming</u> - 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> | - |
| | <u>Add Path</u> (Off-Street - Along Street) | <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> |

| | | | | | | | | | | | | |
|--------------------------------------|--|--|-----------------------------------|-----------------------------------|--|------------------------------------|-----------------------|-----------------------|-----------------------|-----------|-------------|---|
| - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total for Greenways and Trail | - | - | - | - | - | <u>\$5,760,500.00</u> | <u>\$1,000,000.00</u> | <u>\$2,205,500.00</u> | <u>\$2,555,000.00</u> | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - |
| Replacement Bus Program | - | <u>3</u> | - | - | - | <u>\$750,000.00</u> | - | - | <u>\$750,000.00</u> | <u>3</u> | <u>each</u> | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - |
| Road Improvements | <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> | <u>12</u> | <u>each</u> | - |
| | <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 & 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 & 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> | - | - | - |

| | | | | | | | | | | | | |
|---|---|---|------------------------|------------------------|-----------------------|------------------------|-----------------------|-----------------------|------------------------|------------------------------------|---|--|
| | | <u>Ave</u> | | | | | | | | | | |
| <u>Total for Road Improvements</u> | - | - | - | - | - | <u>\$14,790,000.00</u> | - | - | <u>\$14,790,000.00</u> | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - |
| <u>Sidewalk Improvement</u> | <u>Widen sidewalks from 6' to 8' on both sides</u> | <u>NW 82nd Ave</u> | <u>NW 82nd Ave</u> | <u>NW 154th Street</u> | <u>NW 170th St</u> | <u>\$110,000.00</u> | - | - | <u>\$110,000.00</u> | <u>1.02 X 2 = 2.04 miles</u> | - | - |
| | <u>Widen sidewalks from 6' to 8' on west side of street</u> | <u>NW 67th Avenue</u> | <u>NW 67th Avenue</u> | <u>NW 138th St</u> | <u>NW 167th St</u> | <u>\$100,000.00</u> | - | - | <u>\$100,000.00</u> | <u>1.8 miles</u> | - | - |
| | <u>Widen sidewalks from 6' to 8' on both sides of road</u> | <u>NW 87th Ave</u> | <u>NW 87th Ave</u> | <u>NW 154th Street</u> | <u>NW 170th St</u> | <u>\$110,000.00</u> | - | - | <u>\$110,000.00</u> | <u>1.02 miles X 2 = 2.04 miles</u> | - | - |
| | <u>Widen sidewalk from 5' to 8' on north side of road</u> | <u>NW 154th St</u> | <u>NW 154th St</u> | <u>NW 89th Avenue</u> | <u>NW 57th Avenue</u> | <u>\$280,000.00</u> | - | - | <u>\$280,000.00</u> | <u>3.53 miles</u> | - | - |
| | <u>Widen sidewalk from 5' to 8' on both sides</u> | <u>Miami Lakeway N</u> | <u>Miami Lakeway N</u> | <u>Miami Lakes Dr</u> | <u>NW 67th Avenue</u> | <u>\$100,000.00</u> | - | - | <u>\$100,000.00</u> | <u>.63 miles X 2 = 1.26 miles</u> | | - |
| | <u>ADA Sidewalk Master Plan Improvements</u> | <u>Town-wide</u> | - | - | - | <u>\$2,000,000.00</u> | - | - | <u>\$2,000,000.00</u> | - | - | - |
| | <u>Sidewalk Additions in Business Parks</u> | <u>Business Park East, Business Park West & Technical Education Center Area</u> | <u>Various</u> | <u>Various</u> | <u>Various</u> | <u>\$2,100,000.00</u> | <u>\$1,000,000.00</u> | - | <u>\$1,100,000.00</u> | - | - | <u>2013 TAP Application Funding - construction only FM# 435509-1</u> |
| <u>Total Sidewalk Improvement</u> | | | | | | <u>\$4,800,000.00</u> | <u>\$1,000,000.00</u> | <u>\$0.00</u> | <u>\$3,800,000.00</u> | | | |
| - | - | - | - | - | - | - | - | - | - | - | - | - |
| <u>Grand Total</u> | | | | | | <u>\$26,100,500.00</u> | <u>\$2,000,000.00</u> | <u>\$2,205,500.00</u> | <u>\$21,895,000.00</u> | | | |

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 be 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> <tr> <td><i>Land Use</i></td><td><i>Min. Fire Flow (gpm)</i></td></tr> <tr> <td>Single Family Residential Estate</td><td>500</td></tr> <tr> <td>Single Family and Duplex; Residential</td><td>750</td></tr> </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). |

| <u>MULTIMODAL MOBILITY LEVELS OF SERVICE FOR STATE, COUNTY AND TOWN ROADS</u> | |
|--|--|
| <p><u>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.</u></p> | |
| Within the Urban Infill Area (UIA) [±] | 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. |
| Within Urban Development Boundary (UDB), but Outside Urban Infill Area (UIA) | 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 |

| | |
|--------------|---|
| | 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)." |

(1) Urban Infill Area is located east of (and includes) NW and SW 77th Avenues and SR 826.

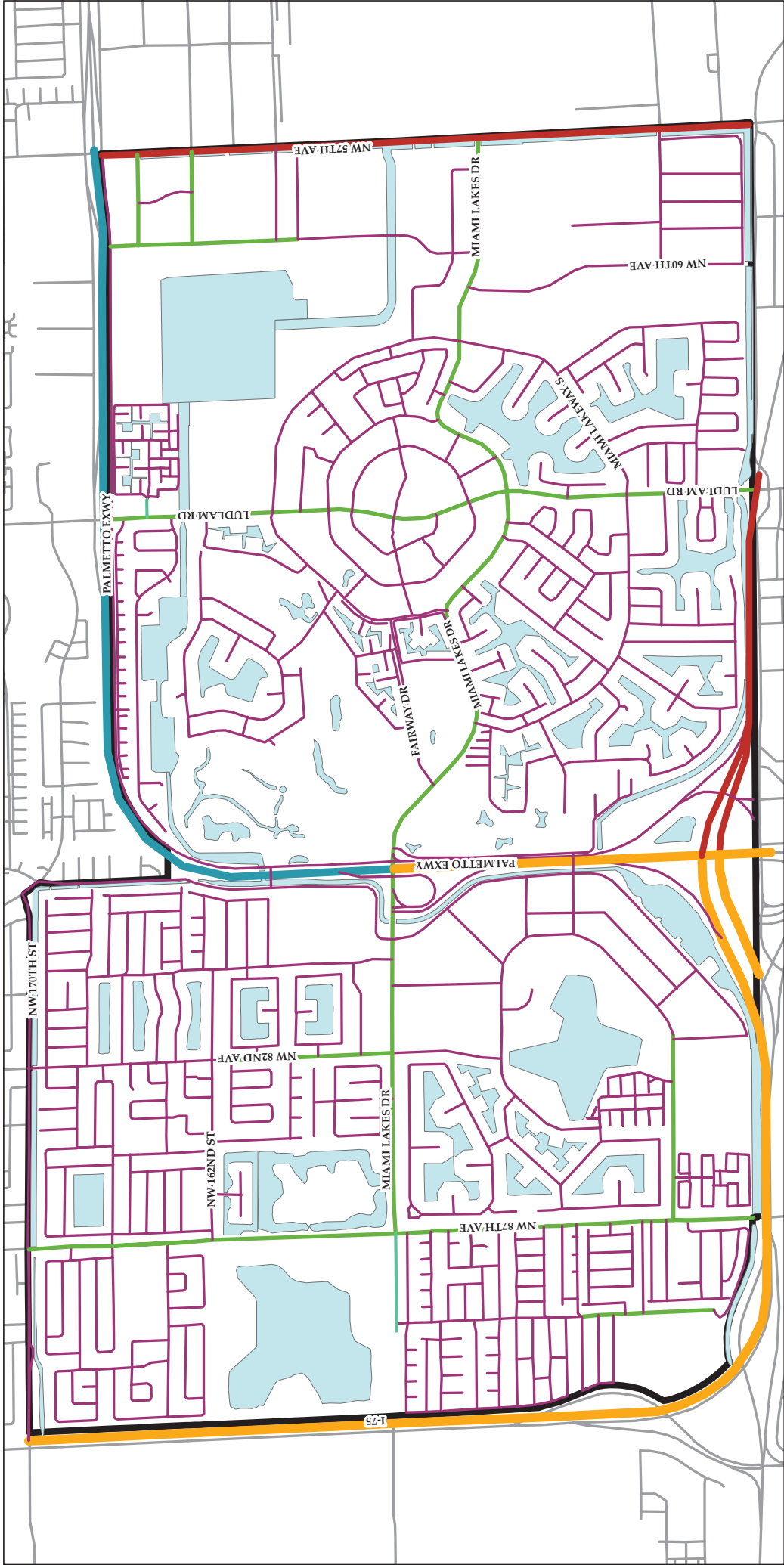
* * *

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

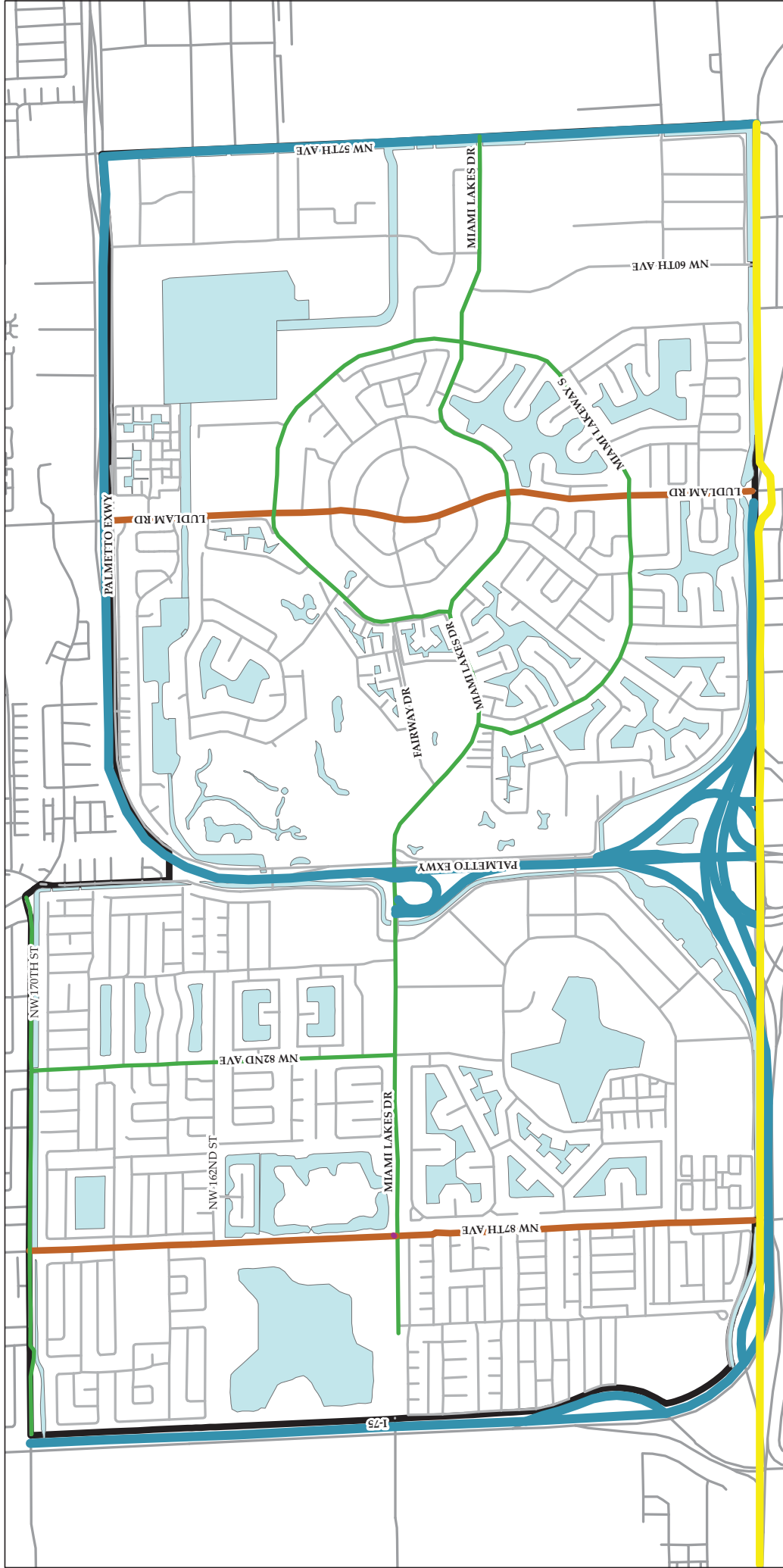
Map Amendments



TOWN OF MIAMI LAKES

TE-1: ROADWAY NUMBER OF LANES (2025)

- 2 Lanes
- 3 Lanes
- 4 Lanes
- 6 Lanes
- 8 Lanes
- 10 Lanes



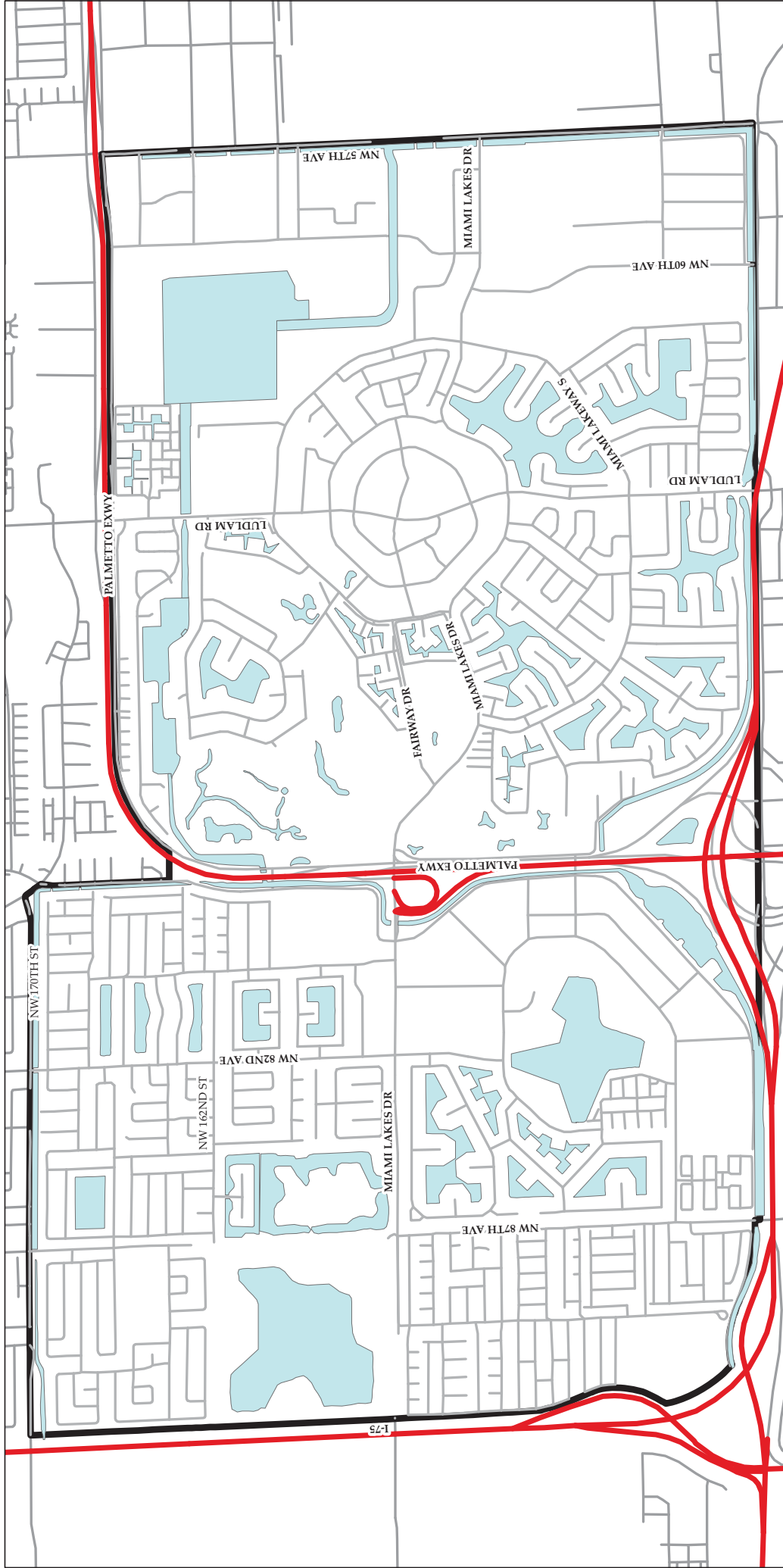
TOWN OF MIAMI LAKES

TE-2: ROADWAY FUNCTIONAL CLASSIFICATION (2025)



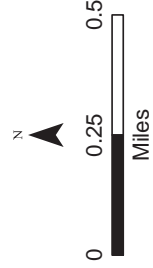
- Local Street
- Town Collector
- County Collector
- County Minor Arterial
- State Minor Arterial
- State Principal Arterial



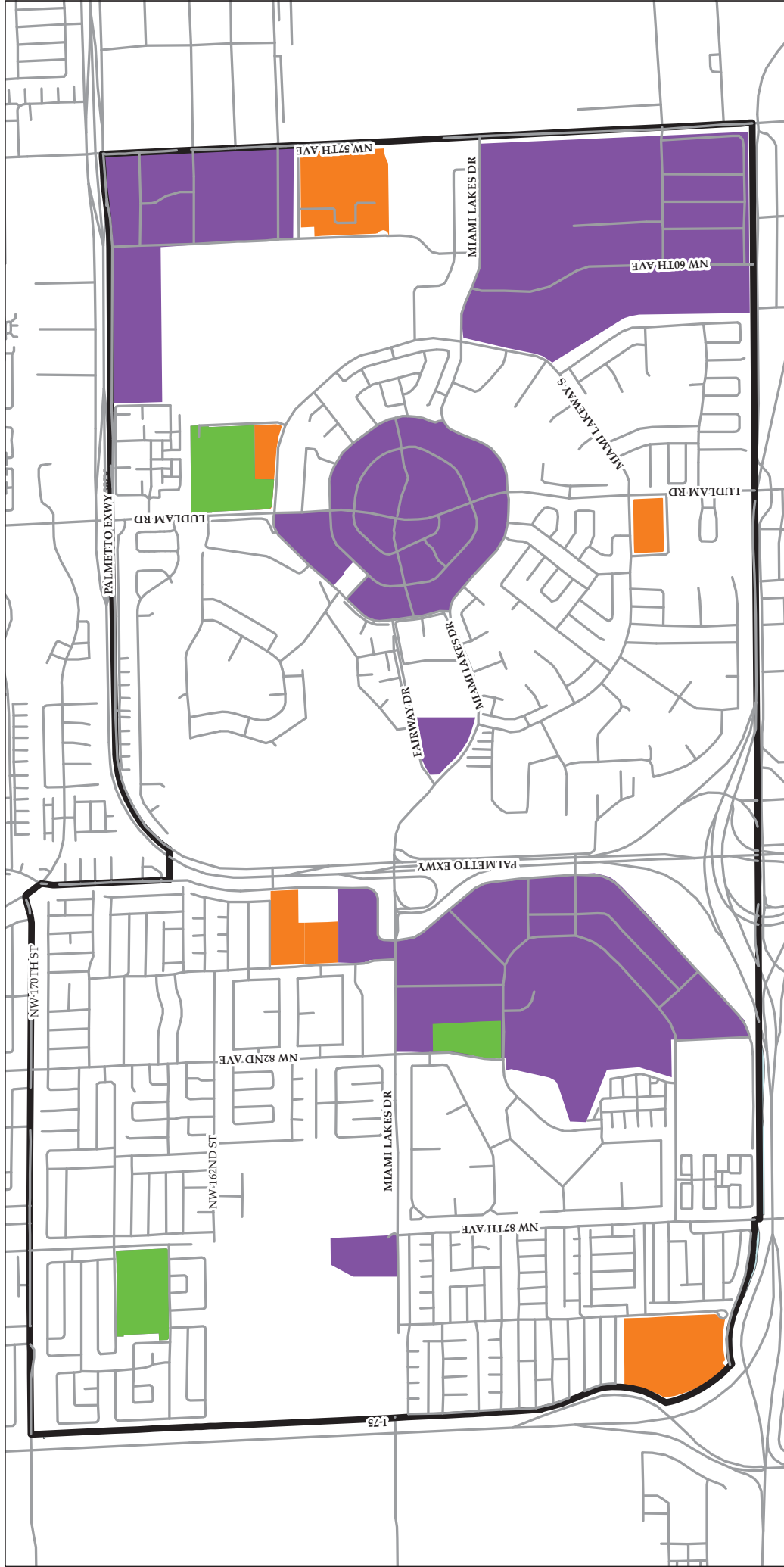


TOWN OF MIAMI LAKES

TE-3: LIMITED ACCESS FACILITIES (2025)



— Limited Access Roadways

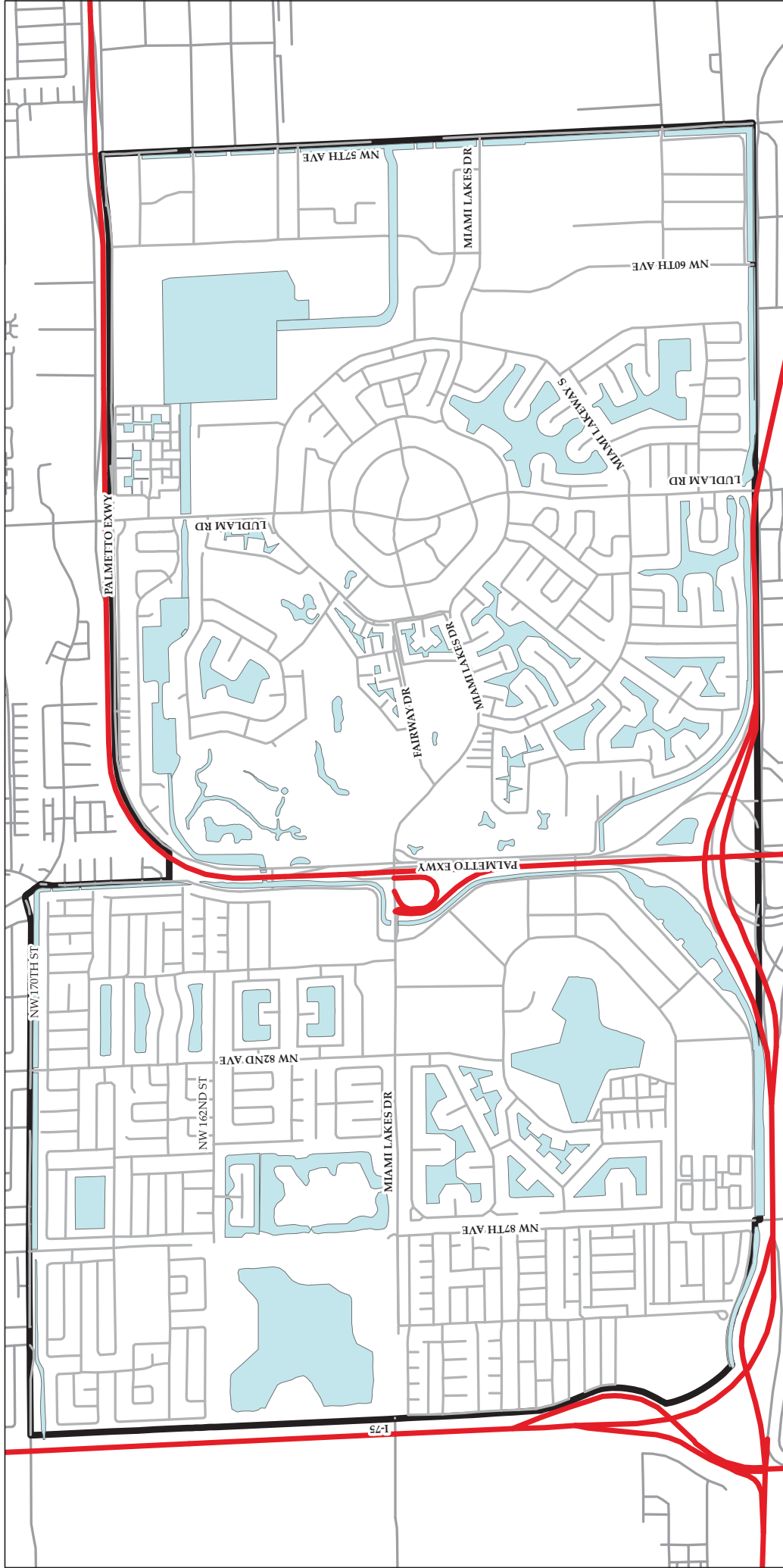


TOWN OF MIAMI LAKES

TE-4: MAJOR TRIP GENERATORS AND ATTRACTORS (2025)

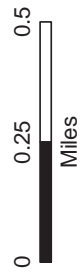


- Retail and Employment Centers
- Major Parks
- Public Schools

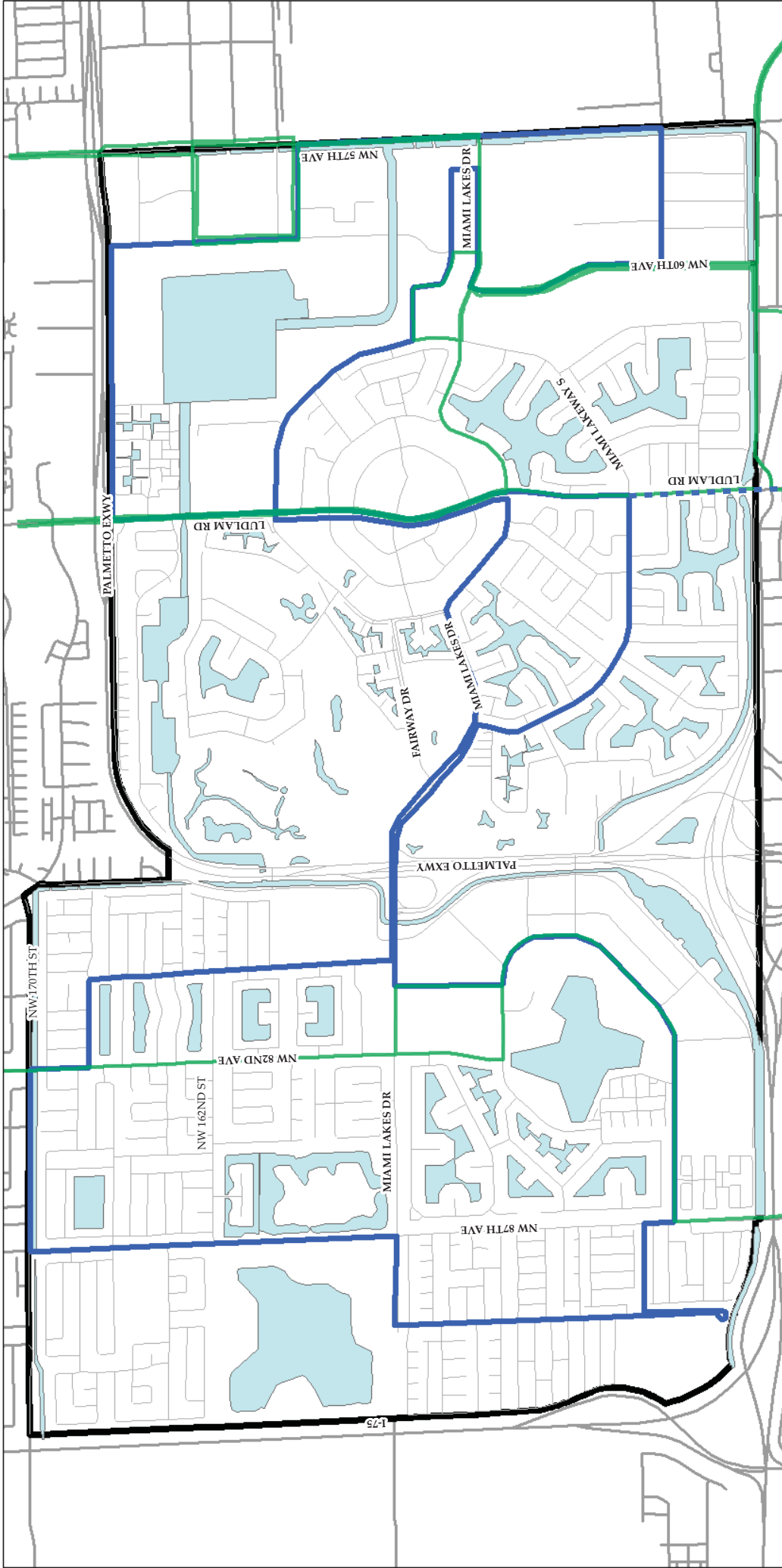


TOWN OF MIAMI LAKES

TE-5: HURRICANE EVACUATION ROUTES (2025)



— Limited Access Roadways

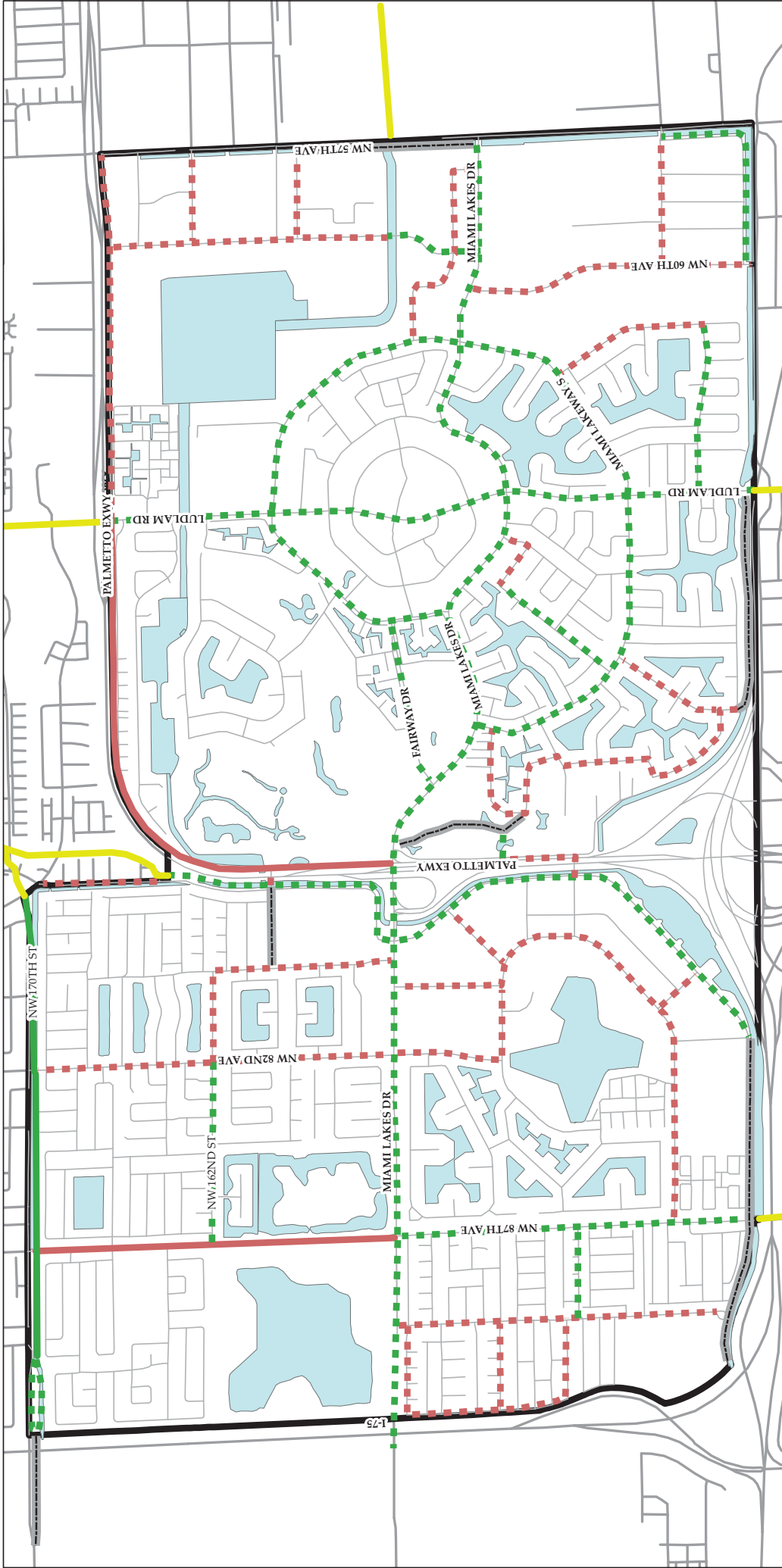


TOWN OF MIAMI LAKES

TE-6: TRANSIT ROUTES (2025)

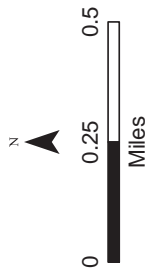


- Moover Route
- - - Moover Extension (during school start/dismissal times)
- Miami-Dade County Bus Routes

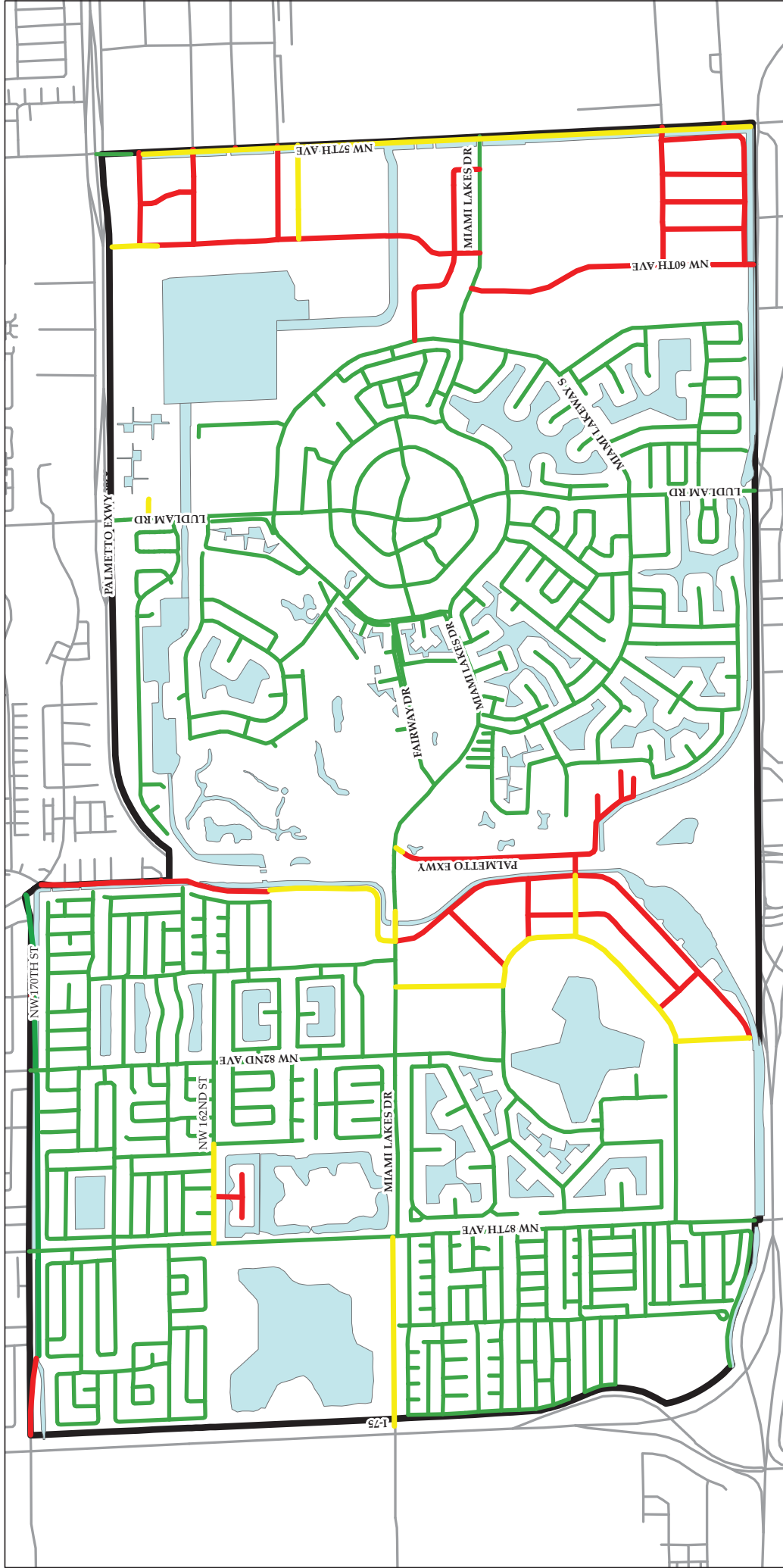


TOWN OF MIAMI LAKES

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

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 77th Court, NW 79th Avenue and roads that directly connect with these. At the same time, while traffic counts show that NW 67th 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



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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 57th Avenue, NW 67th Avenue and NW 87th 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 67th 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 57th Avenue, including removal of traffic lights and capacity expansions, with the goal of shifting traffic from the more constrained NW 67th Avenue
- Staggering of school schedules
- Palmetto Expressway underpasses at NW 146th Street and/or at the "Big Bend" to improve east-west connectivity



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- Creation of an exclusive transit lane on NW 67th 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 59th 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 151st Street and vicinity of NW 79th 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 77th 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 170th Street Greenway between NW 82nd Avenue and NW 77th 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



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success of Town Center as the Town's primary walkable center is the County-controlled NW 67th 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 67th 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 67th 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 67th 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.



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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 151st Street and NW 153rd Street; Town Center; and, on both sides of Miami Lakes Drive between NW 77th Court and NW 82nd 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 87th 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 151st 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 67th Avenue handles a large volume of traffic simply “passing through” the Town. It was suggested that NW 57th 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 67th Avenue.



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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 67th Avenue and with NW 87th 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



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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 170th 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 77th 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 146th 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 77th 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 169th Street. The NW 170th Street Greenway is completed, the NW 77th Court Greenway south of Miami Lakes Drive is funded for Fiscal Year 2018, and, based upon conversations with FDOT, the portion of the NW 77th Court Greenway north of Miami Lakes Drive to NW 164th 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 77th Court to NW 169th Street and connecting NW 169th Street to the NW 170th 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 169th Street to connect to NW 67th Avenue just north of the Town's boundary. The Town's Greenways and Trails Master Plan shows an off-road greenway on NW 67th Avenue, providing access to Miami Lakes Town Center and a funded greenway on Miami Lakeway.



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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 67th Avenue at NW 167th Street and allowing left turns from the right lane on southbound NW 79th 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 82nd 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



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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 67th Avenue and NW 57th 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



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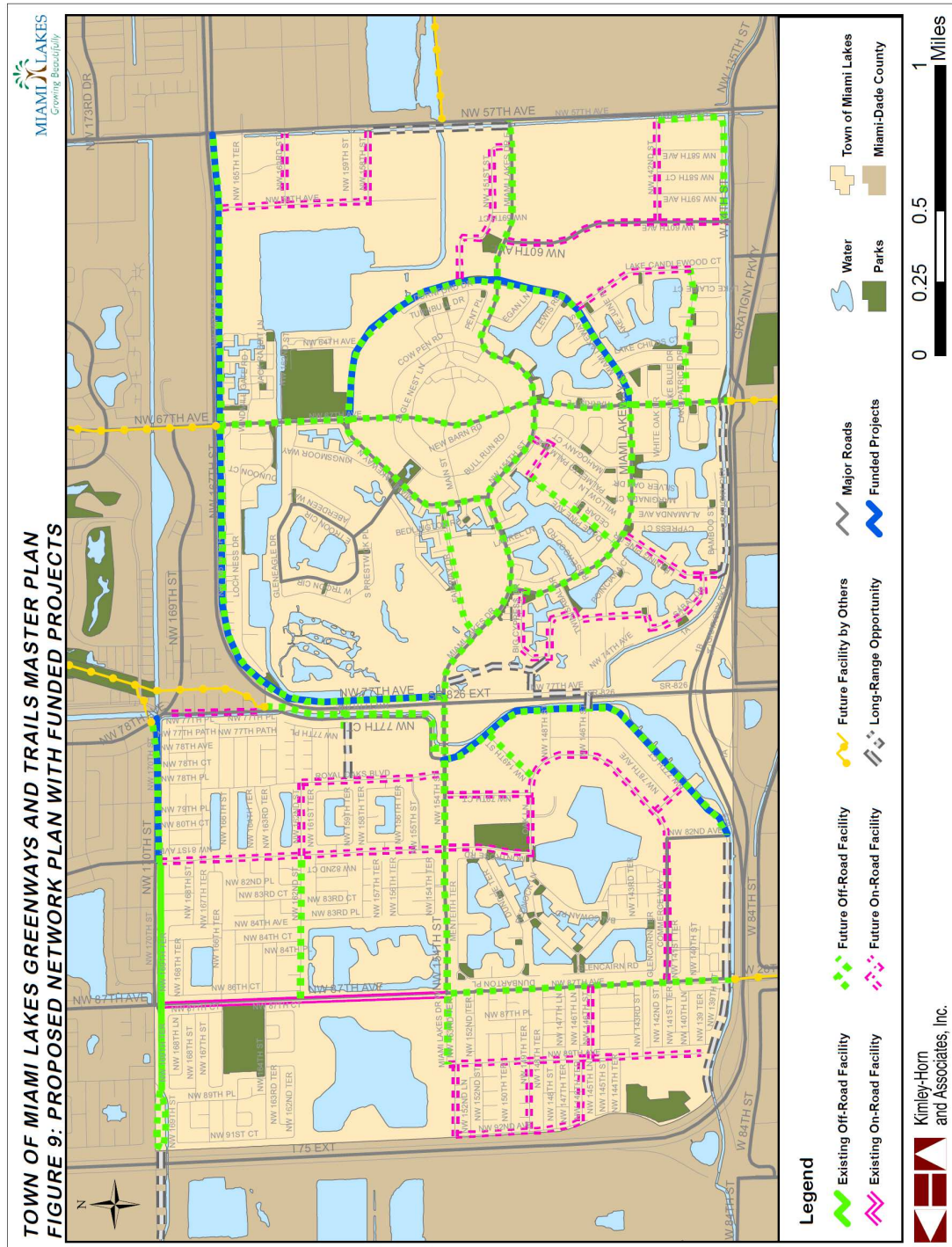
consistently fail to achieve their goals, as clearly demonstrated by the traffic crisis that exists throughout South Florida and in too many places around the country. At the same time, by ensuring that other modes of transportation are infeasible, dangerous and/or unattractive, these policies force 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.”

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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 77th Court to eastbound NW 154th Street southward to accommodate more vehicle queuing.
21. Create a direct connection from northbound NW 77th Court onto the Palmetto Expressway ramps at NW 154th Street without the need to access the eastbound through lanes of NW 154th Street.
22. Add a traffic light at the intersection of NW 79th Court and NW 154th Street.
23. Allow left turns from southbound NW 82nd Avenue onto eastbound Oak Lane.

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

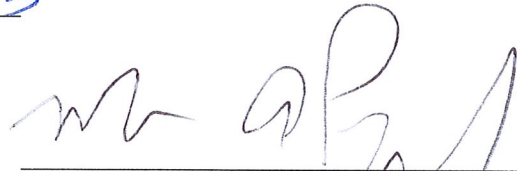
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PASSED AND ADOPTED this 6th day of October, 2015.

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:

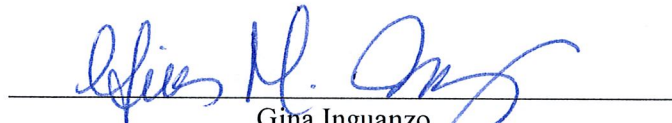
Mayor Michael A. Pizzi, Jr.
Vice Mayor Manny Cid
Councilmember Tim Daubert
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez

yes
yes
yes
yes
yes
yes
yes




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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council

From: Alex Rey, Town Manager

Subject: PHSP2016-0001/VARH2016-0004 Lissy Martinez

Date: May 3, 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, and two variance requests to allow a smaller rear setback and less outdoor patio area than allowed in the RU-TH zoning district. Recommended conditions are as follows:

1. The Application's approval is only for improvements specifically indicated on submitted plans as follows: Sheet A-1 entitled "Proposed Addition for Lissy Martinez", signed and sealed by Albert O. Gonzalez on 4/6/16. Indicated improvements shall be completed in substantial compliance with these plans.
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 with the prescribed time limit, this approval shall become null and void.
3. In accordance with Subsection 13-444(20), the exterior of the townhouse, including paint colors and roofing materials/colors, shall be consistent with the remainder of the townhouse development, as approved by the Official Authorized Body.
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:

Backup Materials

Property Survey

Property Pictures

Exhibit A: Site Plan & Elevation

Resolution

Staff Analysis and Recommendation



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Alex Rey, Town Manager

Subject: **HEARING NUMBER:** VARH2016-0004 and PHSP2016-0001
APPLICANT: Lissy Martinez
FOLIO: 32-2014-009-0370
LOCATION: 6723 Kingsmoor Way
Miami Lakes, Florida 33014
ZONING DISTRICT: RU-TH
FUTURE LAND USE: Low Density Residential

Date: May 3, 2016

REQUEST(S)

In accordance with the Town of Miami Lakes Land Development Code (the "Code"), Lissy Martinez (the "Applicant") is requesting the following:

1. A Site Plan amendment to allow the addition of enclosed air-conditioned space in the RU-TH Zoning District [Subsection 13-445(2)d.].
2. A variance from Subsection 13-444(9) of the Code to allow an addition to the rear of the townhouse to be set back nine (9) feet from the rear property line where the Code states that the minimum rear building setback shall be 15 feet in the RU-TH Zoning District.
3. A variance from Subsection 13-444(10)a. of the Code to allow 270 square feet of patio living area where the Code requires that there shall be provided on each townhouse site at least 400 square feet of patio living area exclusive of parking and service areas for each townhouse.

Background

Zoning District of Property: RU-TH

Future Land Use Designation: Low Density Residential

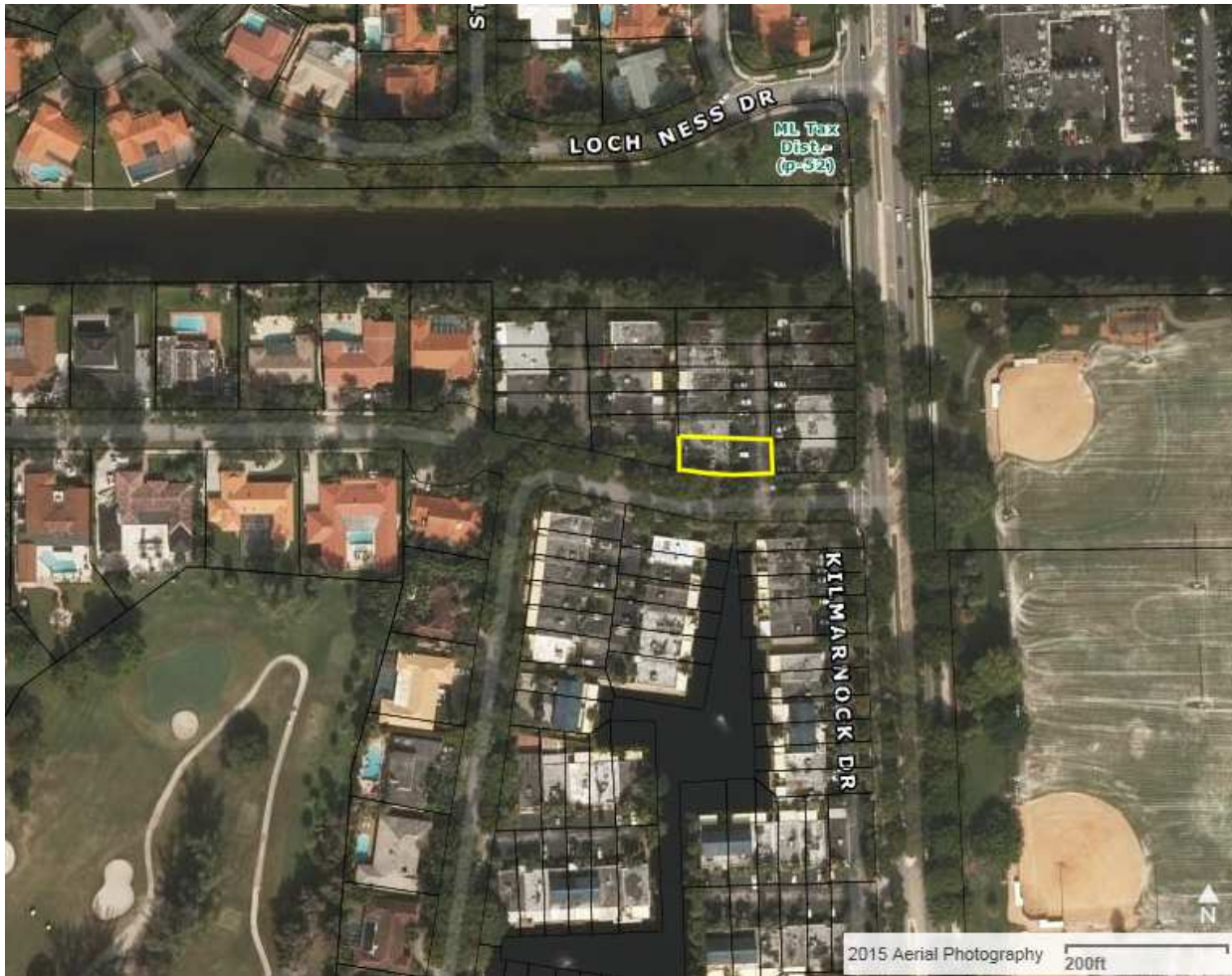
Subject Property:

The subject property is located at 6723 Kingsmoor Way and consists of 5,154 square feet. The area is characterized by a mix of uses including townhomes, single-family homes, a park and retail/commercial uses.

Surrounding Property:

| | Land Use Designation | Zoning District |
|---------------|-----------------------------|----------------------------|
| North: | Low Density Residential | Townhouse District (RU-TH) |
| South: | Low Density Residential | Townhouse District (RU-TH) |
| East: | Low-Density Residential | Townhouse District (RU-TH) |
| West: | Low-Density Residential | Townhouse District (RU-TH) |

Subject Property Location Map:



A. Open Building Permit(s) / Open Code Compliance Violation(s) / Zoning History:

Open Building Permits: There are no open building permits associated with the subject property.

Open Code Compliance Violations: None.

Zoning History: The townhouse was built in 1972. The property is zoned RU-TH (Townhouse District) with an underlying Future Land Use Designation of Low Density Residential. The area is characterized by a mix of uses including townhomes, single-family homes, a park and retail/commercial uses.

SUMMARY OF PROPOSAL AND STAFF ANALYSIS

Summary

The Applicant is requesting site plan approval to allow an addition of enclosed air-conditioned space in the RU-TH Zoning District.

The Applicant is proposing a site plan amendment that consists of a 12 foot by 30 foot (360 square foot) addition to the rear of the townhouse, creating additional enclosed air-conditioned/living space.

Per Subsection 13-445(2)d. of the Code, additions of enclosed air-conditioned space are not permitted through the minor site plan amendment process and requires site plan approval through a public hearing and approval by the Town Council.

Included with the proposed site plan amendment are two variances. The Applicant is requesting: 1) to allow a 9 foot rear setback and 2) to allow 270 square feet of outdoor patio living area. Per Subsection 13-304(e)(4)r, where a public hearing site plan requires one or more variances in order to be approved, the variance requests are heard concurrently with the site plan application.

Analysis

The Land Development Code (LDC) contains specific criteria for approval of a site plan. Subsection 13-304(h) 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: 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 to the existing townhouse is not inconsistent with the purpose and intent of the RU-TH Zoning District as stated above. The purpose and intent of the RU-TH Zoning District is to maintain a uniform and consistent design among the individual units and the development as a whole.

- (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 Zoning 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 ones that are affected by the subject proposal are the rear building set back, rear yard requirements and parking areas. The Applicant is requesting a rear set back of 9 feet where 15 feet is required, a request of 6 feet also affecting the open patio living area requirement of 400 square feet to be reduced to 270 square feet.

- (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 scale. As stated above, the proposed addition would have a rear set back of 9 feet where 15 feet is required, which will also affect the outdoor patio living area requirement of 400 square feet to be reduced to 270 square feet. The proposed addition would be within the area of the existing “wing walls” where townhouses in this development typically have roofed and screened. Thus, the proposed addition will not differ noticeably from other end units in the development. Additionally, while adding bedrooms to existing townhouse units that were not originally intended is likely to increase parking demand, Staff has reviewed the LDC parking requirements in comparison to parking available at this site, and found that there is existing parking beyond the Code requirement. Specifically, the twelve townhouse units (including the subject site) sharing a driveway/parking area have a combined parking requirement of 27 space (two spaces per townhouse, plus 0.25 spaces per unit for guest parking). Existing parking is 36 spaces, and thus more than ample capacity to absorb an additional bedroom.

- (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 Town’s requirements concerning sufficiency of ownership. The proposed private improvements would 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.

Variance Criteria

Subsection 13-305(f)1 of the Town LDC allows the Town Council to approve variance request(s) on the basis of practical difficulty on part of the Applicant by a majority vote of the members present. In order to authorize any variance on the basis of practical difficulty, the Council members at the meeting shall balance the rights of property owners in the Town as a whole against the need of the individual property owner to deviate from the requirements of the Land Development Code based on an evaluation of the factors below. All of the factors should be considered and given their due weight; however, no single factor is dispositive.

| PRACTICAL DIFFICULTY VARIANCE FACTORS | |
|--|--|
| | FACTOR |
| a. | <p>The Town has received written support of the specifically identified variance requests from adjoining property owners;</p> <p><i>Analysis: The Town has not received any written support regarding these requests.</i></p> <p><u>This criterion is not met.</u></p> |
| b. | <p>The Variance would be compatible with development patterns in the Town;</p> <p><i>Analysis: With respect to Request #2, the required minimum rear setback for a townhouse is 15 feet. The requested rear setback of 9 feet is compatible with development patterns in the Town, as the proposed addition is within the existing "wing wall" and thus will not be visibly different than the other townhouse units.</i></p> <p><i>With respect to Request #3, the required minimum outdoor patio living area is 400 square feet. The Applicant is requesting to reduce the amount of outdoor patio living area to 270 square feet. Providing only 270 square feet of outdoor patio living area is not compatible with other townhouse developments in the Town.</i></p> <p><u>This criterion is met for request #2, and not met for request #3.</u></p> |
| c. | <p>The essential character of the neighborhood would be preserved;</p> <p><i>Analysis: Regarding Request #2, the intent of the RU-TH Zoning District is that that townhouse developments are meant to maintain consistency throughout the development. The character of the neighborhood would be preserved, as the addition would not be visibly and noticeably different than the other end units in the same development.</i></p> <p><i>Regarding Request #3, providing only 270 square feet would not in itself be noticeable outside the subject property and so would not impact the character of the neighborhood.</i></p> <p><u>This criterion is met for request #2 and request #3.</u></p> |
| d. | <p>The Variance can be approved without causing substantial detriment to adjoining properties;</p> <p><i>Analysis: The requested variance for the proposed 12 foot by 30 foot addition to the</i></p> |

| | |
|----|---|
| | <p><i>rear of the townhouse, leaving 9 feet to the rear property line would not affect the adjoining property owners, as the addition would not be visibly and noticeably different than other units in the development.</i></p> <p><i>While a reduction in outdoor patio living area does not in itself affect adjoining properties and so can be approved without causing substantial detriment to adjoining properties.</i></p> <p><u>This criterion is met for request #2 and request #3.</u></p> |
| e. | <p>The Variance will do substantial justice to the property owner as well as to other property owners justifying a relaxation of this Land Development Code to provide substantial relief;</p> <p><i>Analysis: As stated in the letter of intent, the proposed addition is a bedroom for the Applicant's aging mother. However, as stated above, the requested variance for the proposed 12 foot by 30 foot addition to the rear of the townhouse leaves 9 feet to the rear property line and reduces the outdoor patio living area and open space. Other property owners are not expected to be affected, as the addition would be visually consistent with other units, including other end units in the townhouse development.</i></p> <p><i>Additionally, while adding bedrooms to existing townhouse units that were not originally intended is likely to increase parking demand beyond that which was provided for when the townhouse development was planned and constructed, the twelve townhouse units (including the subject property) sharing a parking lot would continue to supply more parking than required by the LDC.</i></p> <p><u>This criterion is met for request #2 and request #3.</u></p> |
| f. | <p>The plight of the applicant is due to unique circumstances of the property and/or applicant which would render conformity with the strict requirements of the Land Development Code unnecessarily burdensome; and</p> <p><i>Analysis: The plight of the Applicant is due to the circumstance of her aging mother. However, this situation is not unique.</i></p> <p><u>This criterion is not met for request #2 or request #3.</u></p> |
| g. | <p>The special conditions and circumstances which exist are the result of actions beyond the control of the applicant.</p> <p><i>Analysis: As addressed in f. above, no special conditions or circumstances have been shown.</i></p> <p><u>This criterion is not met for request #2 or request #3.</u></p> |

CONCLUSIONS AND RECOMMENDATION

The Applicant is requesting site plan approval to allow a 12 foot by 30 foot (360 square feet) addition of enclosed air-conditioned space to the rear of the townhouse in the RU-TH Zoning District. The proposed addition prompts two variance requests: 1) to allow a 9 foot rear setback and 2) to allow 270 square feet of outdoor patio living area.

With respect to the two variance requests, the requested rear setback of 9 feet and the request to reduce the amount of outdoor patio living area to 270 square feet will be consistent with the neighborhood. It is the intent of the RU-TH Zoning District that townhouse developments maintain consistency throughout the development and preserve the character of the neighborhood. The proposed addition would not extend past the existing "wing wall" and thus will not be visibly and noticeably different than other townhouse units in the area, including other end units. The reduction in patio area is relatively small, and primarily only impacts the occupants of the unit itself.

Additionally, adding bedrooms to existing townhouse units that were not originally intended is likely to increase parking demand, as shown herein, the twelve townhouse units (including the subject property) sharing a driveway/parking area will still supply more parking than required by Code, even assuming that the addition of one bedroom will increase parking demand by one space.

Therefore, based on the above analysis and other factors contained in this report, Staff recommends ***approval, with conditions*** of all three requests.

CONDITIONS

1. The Application's approval is only for improvements specifically indicated on submitted plans as follows: Sheet A-1 entitled "Proposed Addition for Lissy Martinez", signed and sealed by Albert O. Gonzalez on 4/6/16. Indicated improvements shall be completed in substantial compliance with these plans.
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 with the prescribed time limit, this approval shall become null and void.
3. In accordance with Subsection 13-444(20), the exterior of the townhouse, including paint colors and roofing materials/colors, shall be consistent with the remainder of the townhouse development, as approved by the Official Authorized Body.
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; APPROVING WITH CONDITIONS REQUESTS FOR VARIANCES FROM SUBSECTIONS 13-444(9) AND 13-444(10) FOR TOWNHOUSE REAR SETBACK REQUIREMENTS AND TOWNHOUSE OUTDOOR PATIO AREA REQUIREMENTS; FOR PROPERTY LOCATED AT 6723 KINGSMOOR WAY, MIAMI LAKES, FLORIDA; FOLIO NUMBER 32-2014-009-0370, 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 Subsections 13-445(2)d., 13-444(9) and 13-444(10)a. of the Town of Miami Lakes (“Town”) Land Development Code (“LDC”), Lissy Martinez (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, and has applied for Variances in the RU-TH (Townhouse Residential) Zoning District to the rear set back requirement and the required amount of outdoor patio living area, for property located at 6723 Kingsmoor Way, Miami Lakes, Florida, Folio # 32-2014-009-0370; 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, Subsection 13-305 of the Town LDC sets forth the authority of the Town Council to consider and act upon an application for Variances; 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, April 5, 2016, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida, and subsequently deferred to the May 3, 2016 Council meeting in the same location; 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 and Variances, 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 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.

In accordance with Subsection 13-305(f)1, the Town Council finds that the Applicant meets the criteria for Variance approval which are as follows:

- (1) The Town has received written support of the specifically identified variance requests from adjoining property owners;

- (2) The Variance would be compatible with development patterns in the Town;
- (3) The essential character of the neighborhood would be preserved;
- (4) The Variance can be approved without causing substantial detriment to adjoining properties;
- (5) The Variance will do substantial justice to the property owner as well as to other property owners justifying a relaxation of this Land Development Code to provide substantial relief;
- (6) The plight of the applicant is due to unique circumstances of the property and/or applicant which would render conformity with the strict requirements of the Land Development Code unnecessarily burdensome; and
- (7) The special conditions and circumstances which exist are the result of actions beyond the control of the applicant.

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 5.

Section 4. Approval of Variances. The Variance requests to the rear set back requirement and the required amount of outdoor patio living area are hereby approved with conditions as set out in Section 5.

Section 5. 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: Sheet A-1 entitled "Proposed Addition for Lissy Martinez", signed and sealed by Albert O. Gonzalez on 4/6/16. Indicated improvements shall be completed in substantial compliance with these plans.
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 with the prescribed time limit, this approval shall become null and void.

3. In accordance with Subsection 13-444(20), the exterior of the townhouse, including paint colors and roofing materials/colors, shall be consistent with the remainder of the townhouse development, as approved by the Official Authorized Body.
4. The hours of construction and associated noise shall comply with the Town of Miami Lakes Noise Ordinance No. 04-50.

Section 6. 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 7. 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 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of May, 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

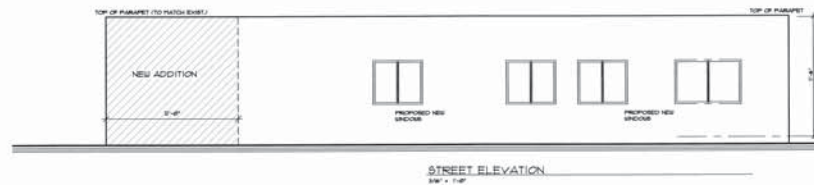
Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

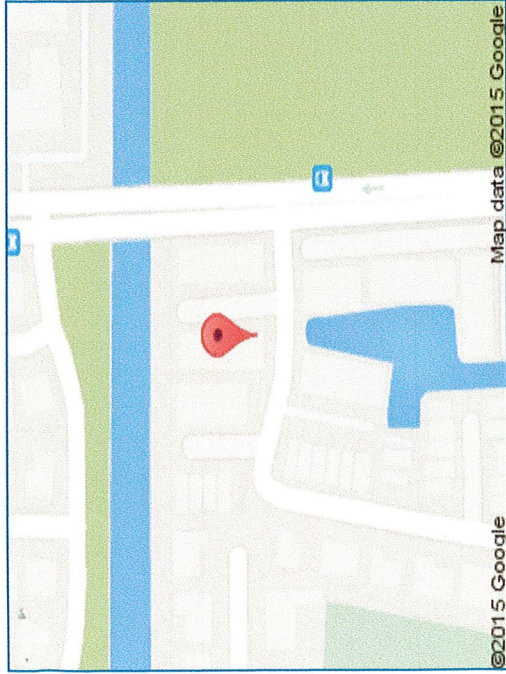
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

S I T E P L A N



LEGAL DESCRIPTION:
LOT 16, BLOCK 2, OF SUBDIVISION MIAMI LAKES
LOCH LOMOND EAST, ACCORDING TO THE FLAT
THEREOF AS RECORDED IN FLAT BOOK 93, PAGE 44
OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FL.

| | | | | |
|-------|---------------------------------|---|-----------|----|
| DATE | PROPOSED ADDITION FOR: | ALBERT O. GONZALEZ | REVISIONS | BY |
| SCALE | LISSY MARTINEZ | A R C H I T E C T | | |
| DRAWN | 6723 KINGSMOOR WAY, MIAMI LAKES | 10400 NW 59TH AVE. MIAMI LAKES, FLORIDA 33014 | | |
| JOB | | (305) 927-8933 FAX# (305) 927-8263 | | |
| SHEET | | | | |
| A-1 | | | | |



LOCATION MAP N.T.S.



PROPERTY FRONT VIEW

CERTIFIED TO:

LISSY MARTINEZ
PEREIRA LAW, P.A.
FIDELITY NATIONAL TITLE INSURANCE COMPANY
ITS SUCCESSORS AND/OR ASSIGNS AS THEIR
INTEREST MAY APPEAR.

FLOOD INFORMATION:

Community Number: TOWN OF MIAMI LAKES 120686
Panel Number: 12086C0116L
Suffix: L
Date of Firm Index: 9/11/2009
Flood Zone: AE
Base Flood Elevation: 6.0
Date of Survey: 3/10/2015

LEGAL DESCRIPTION: LOT 16, BLOCK 2, OF SUBDIVISION MIAMI LAKES LOCH LOMOND EAST,, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 93, PAGE 44, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

Surveyor's Legend

| | | | | | |
|---------------|--------------------------|-----------------------------|--------------------------|--------|--------|
| PROPERTY LINE | CONC. BLOCK WALL | POWER POLE | CONC. BLOCK WALL | ESMT. | ESMT. |
| STRUCTURE | CHAIN-LINK or WIRE FENCE | CATCH BASIN | CHAIN-LINK or WIRE FENCE | D.E. | D.E. |
| | WOOD FENCE | UTILITY UTILITY ESMT. | WOOD FENCE | L.B.E. | L.B.E. |
| | IRON FENCE | INGRESS/ EGRESS ESMT. | IRON FENCE | L.A.E. | L.A.E. |
| | EASEMENT | UTILITY EASEMENT | EASEMENT | TEL. | TEL. |
| | CENTER LINE | FOUND IRON PIPE/ | CENTER LINE | U.P. | U.P. |
| | | PIN AS NOTED ON PLAT | | E.U.B. | E.U.B. |
| | | LICENSE # - BUSINESS | | D.F. | D.F. |
| | | LICENSE # - SURVEYOR | | AC. | AC. |
| | | CALCULATED POINT | | CSW | CSW |
| | | SET MONUMENT | | DWY | DWY |
| | | CONTROL POINT | | SOR. | SOR. |
| | | CONCRETE MONUMENT | | GAR. | GAR. |
| | | ELEVATION | | ENCL. | ENCL. |
| | | POINT OF TANGENCY | | N.T.S. | N.T.S. |
| | | POINT OF CURVATURE | | F.F. | F.F. |
| | | POINT OF COMPOUND CURVATURE | | T.O.B. | T.O.B. |
| | | POINT OF REVERSE CURVATURE | | E.O.W. | E.O.W. |
| | | POINT OF BEGINNING | | C.V.G. | C.V.G. |
| | | POINT OF COMMENCEMENT | | S.T.L. | S.T.L. |
| | | PERMANENT CONTROL POINT | | Q. | Q. |
| | | FIELD MEASURED | | R/W | R/W |
| | | PLATTED MEASUREMENT | | R.O.E. | R.O.E. |
| | | DEED | | C.M.E. | C.M.E. |
| | | CALCULATED | | A.E. | A.E. |

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY OTHERS.
- EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY.
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION, PERMITTING DESIGN, OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF ONLINE LAND SURVEYORS INC.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED.
- FENCE OWNERSHIP NOT DETERMINED.
- WALL TIES ARE TO THE FACE OF THE WALL.
- BEARINGS ARE BASE ON AN ASSUMED MERIDIAN.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE.
- NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
- NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYORS EMBOSSED OR ELECTRONIC SEAL.
- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- ELEVATIONS IF SHOWN ARE BASED UPON N.G.V.D. 1929 UNLESS OTHERWISE NOTED.
- THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED.
- THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.



Florida Land
Title Association

Affiliate Member

Printing to Scale:

- Select "None" from Page Scaling
- Deselect "Auto-Rotate and Center"
- Select "Choose paper source by PDF page size"

Page Handling

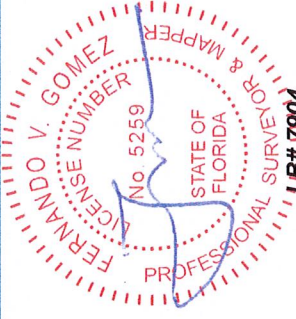
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Page Scaling: 1

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FIELD WORK: 3/6/2015

DRAWN BY: C.S.

CHECKED BY: F.V.G.

FINAL REVISION: 03/10/2015

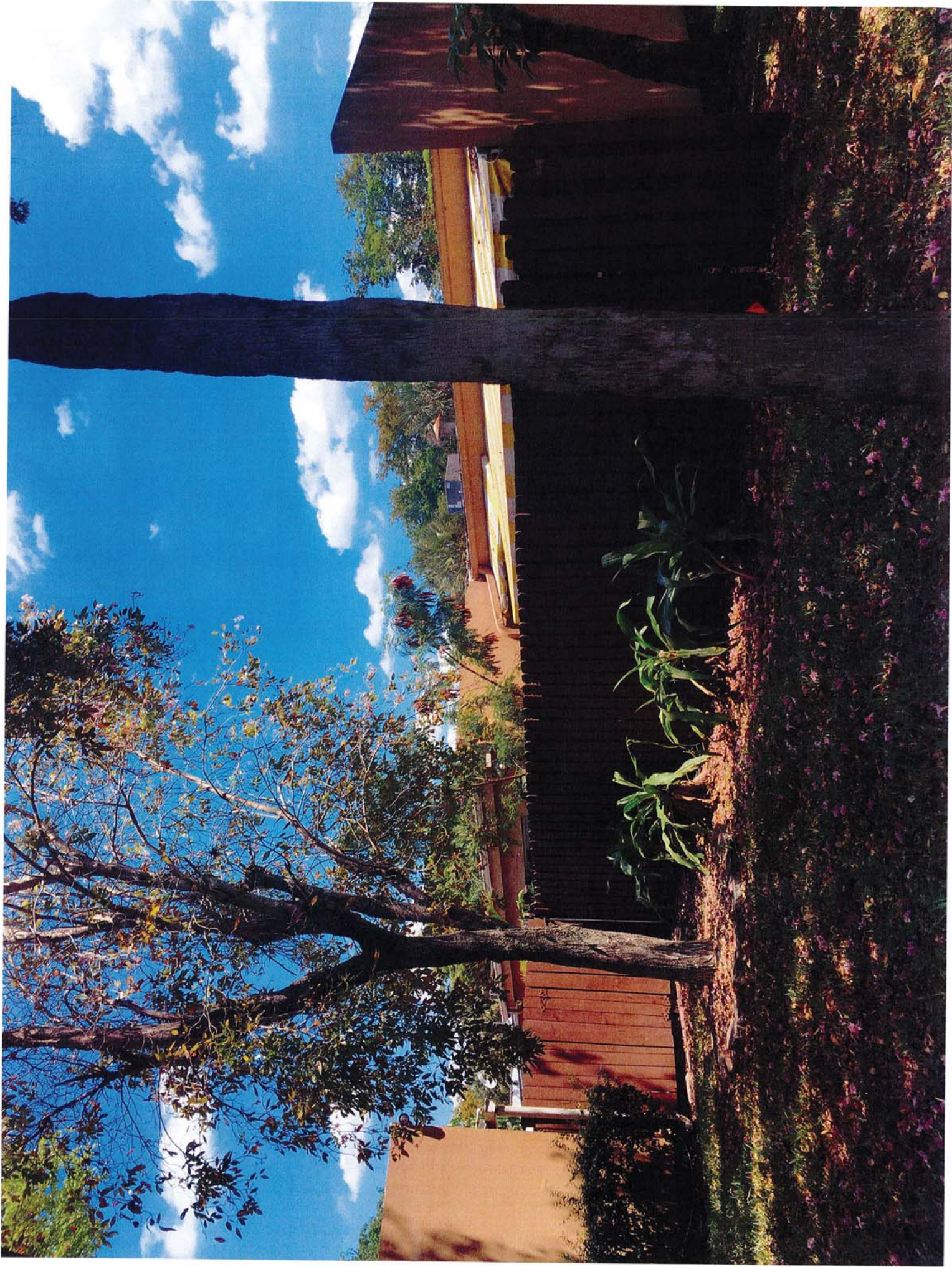
COMPLETED: 3/10/2015

SCALE: 1" = 20'

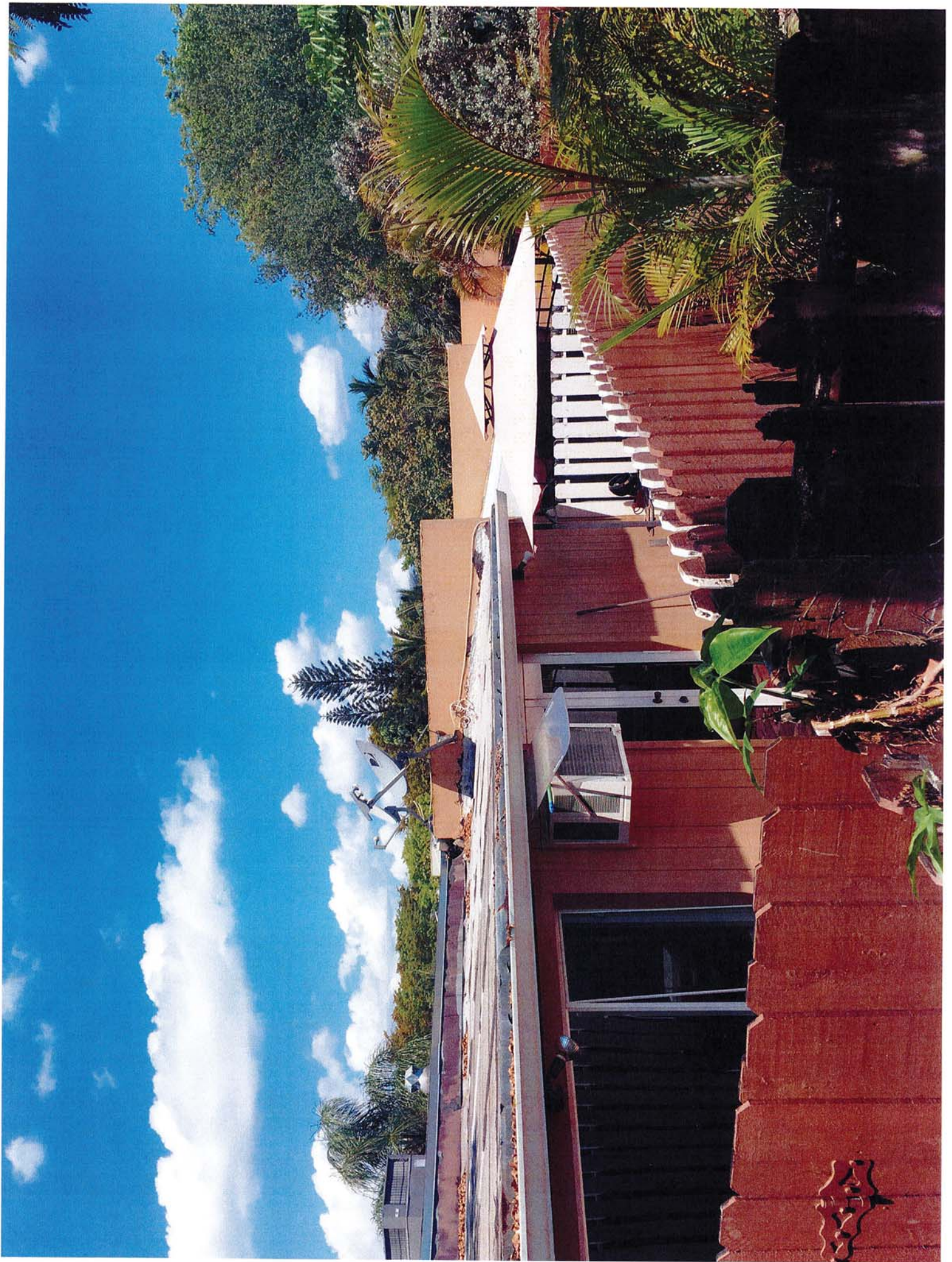
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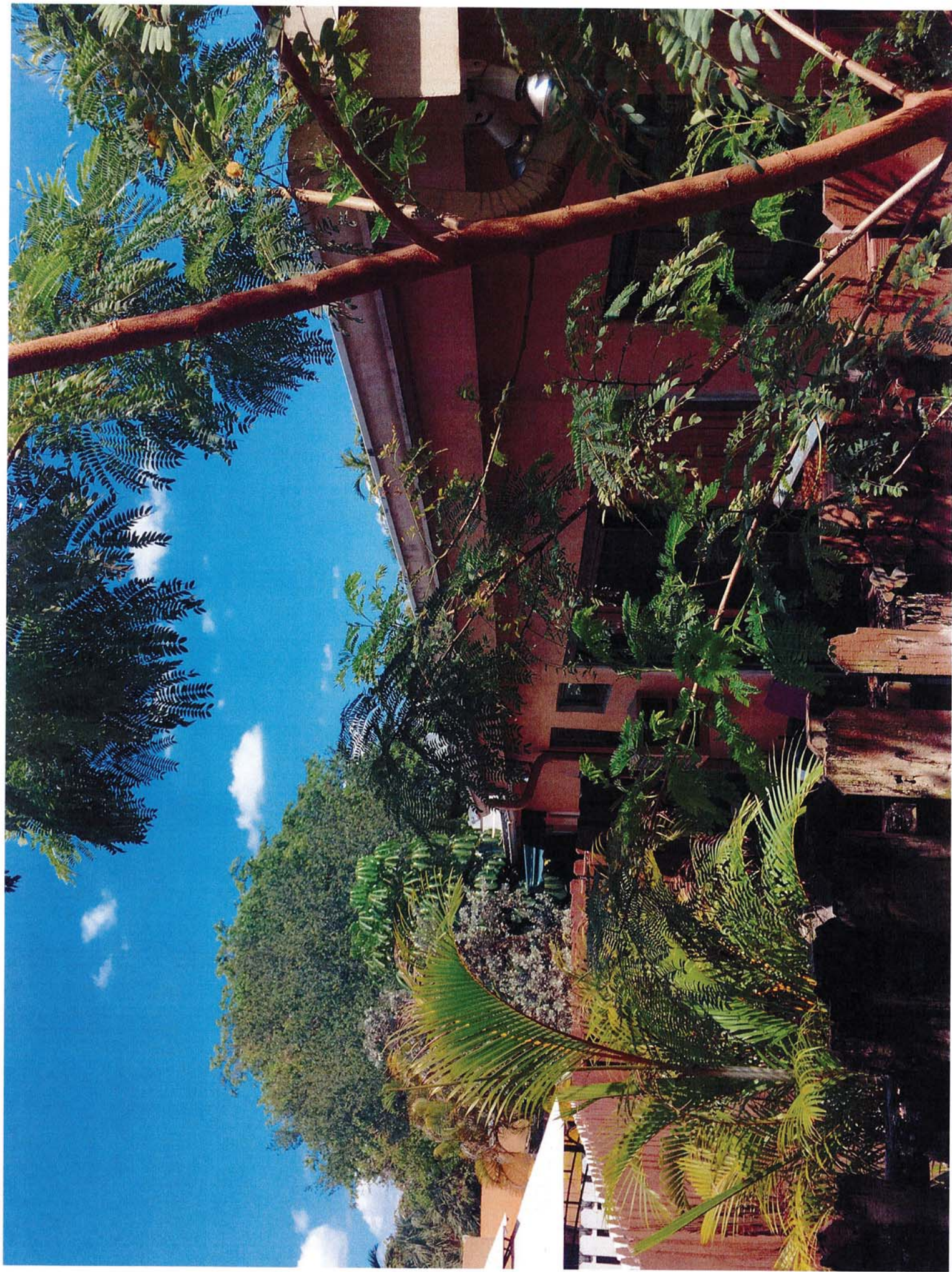
15271 NW 60 AVE, Suite 208
Miami Lakes, FL 33014
Phone: (305) 910-0123
Fax: (305) 675-0999
www.OnlineLandSurveyors.Com

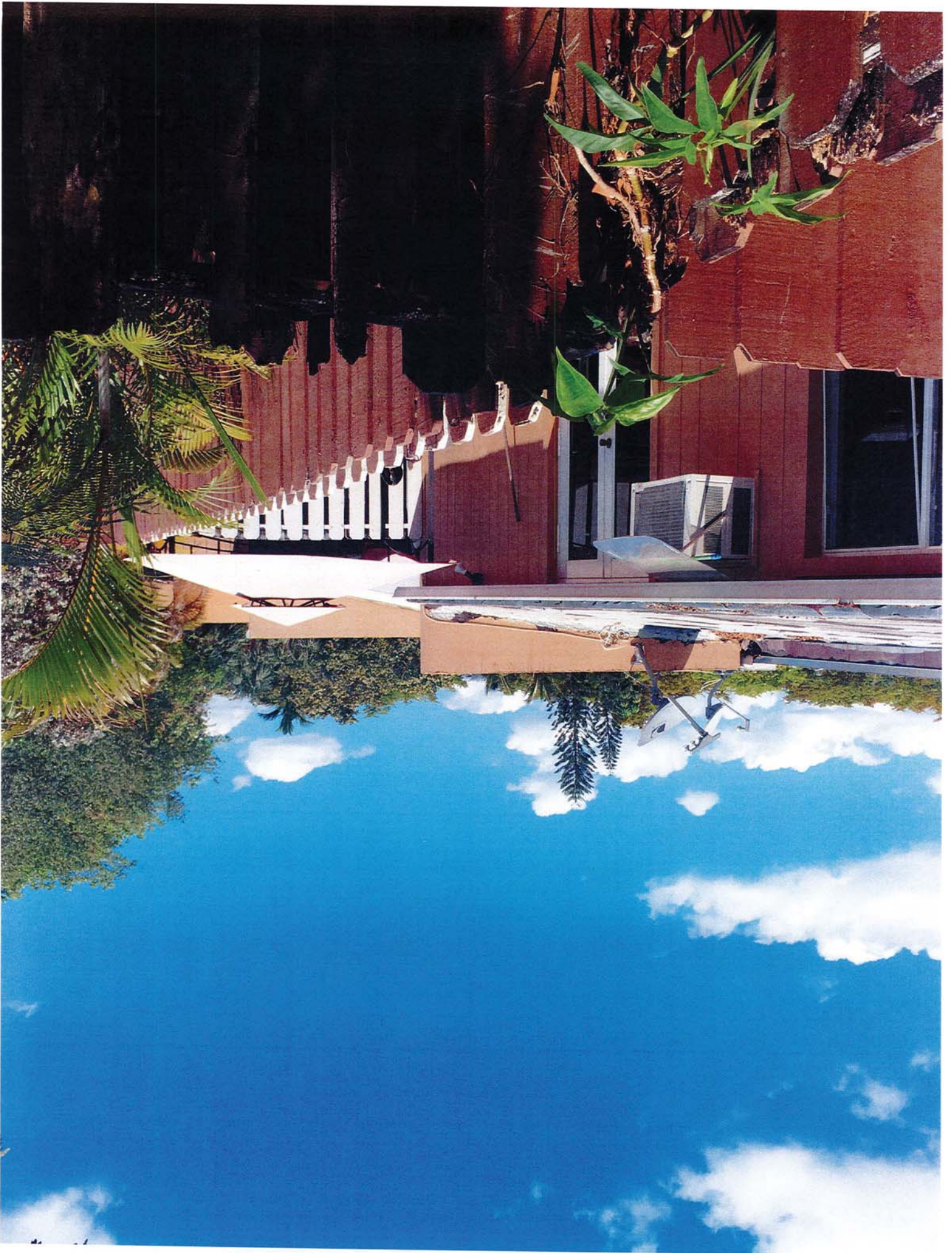






















6601 Main Street • Miami Lakes, Florida, 33016
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

VARIANCE
FILE A

Martinez Addition

PLANNING AND ZONING PUBLIC HEARING APPLICATION

VARH2016-0004 File #

01.19.16 Date Received

_____ Date of Pre-application Meeting

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.

32-2014-009-0370

1. Name of Applicant LISSY MARTINEZ
- If applicant is owner, give name exactly as recorded on deed.
 - If applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.
 - If applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address _____

City MIAMI LAKES State FL ZIP _____

Tel. # (during working hours) 786-369-6118 Other _____

E-Mail: STAR3319@AOL.COM Mobile #: 786-369-6118

2. Name of Property Owner LISSY MARTINEZ

Mailing Address _____

City MIAMI LAKES State FL ZIP _____

Tel. # (during working hours) 786-369-6118 Other _____

3. Contact Person JUAN VALIENTE

Mailing Address 16242 NW 79 AVE

City MIAMI LAKES State FL ZIP 33016

Tel. # (during working hours) 786-512-5558 Other _____

E-Mail: JCV3CONSTRUCTION@GMAIL.COM Mobile #: 786-512-5558

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- If subdivided, provide lot, block, complete name of subdivision, plat book and page number.
- If metes and bounds description, provide complete description (including section, township, and range).
- Attach a separate typed sheet, if necessary. Please verify the accuracy of your legal description

5. Address or location of property (including section, township, and range): 6723 KINGSWOOD WAY MIAMI LAKES FL 33014
6. Size of property: _____ x _____ Acres _____
7. Date subject property ☐ acquired or ☐ leased _____ day of _____
Term of lease: _____ years/months.
8. Does property owner own contiguous property to the subject property? 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): RU-TH Present land use classification(s): Low Density
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 WINDOWS ON SOUTHSIDE, ADDITION TO REAR
- ☒ Variance ADDITION TO REAR
- ☐ 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 TOWN HOUSE
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.

Affiant
Witnesses:

x *Betsy Martinez*
Signature

Print Name

Signature

Print Name

Sworn to and subscribed before me on the 14 day of JAN., 2016. Affiant is personally known to me or has produced _____ as identification.

Elena Gonzalez
Notary
(Stamp/Seal)

My Commission Expires: _____

Witnesses:

Signature

Print Name

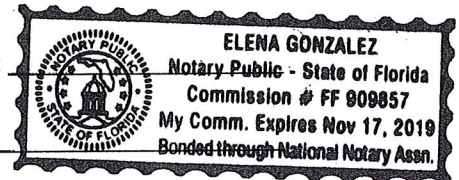
Signature

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: _____



Lizzy Martinez



14807 Balgowan road Miami Lakes Fl., 33016

Date: March 07, 2016

RECEIVED
03.08.16

Town of Miami Lakes

Town counsel

6601 Main Street

Miami Lakes Fl., 33016

[Address 3]

Dear Town counsel:

I am requesting that you grant me a variance for my property located at 6723 Kingsmoor Way Miami Lakes Fl., 33014, I would like to enclose my terrace so I can have another bedroom for my aging mother.

The site plan shows the south side of the property where I would like to install windows. The rear of the property where I want to enclose the patio cannot be seen from the street, as the exterior wall that has a parapet covers it. The new addition will not be seen at all.

I thank all of you so much for helping me and my mother.

Sincerely,

Lizzy Martinez

Lizzy Martinez

786.369-6118

Loch Lomond East Homeowners Association
c/o The Capin Group
14160 Palmetto Frontage Road, Suite 33
Miami Lakes, FL 33016
PH 786.433.3700 / FAX 786.433.3702
info@thecapingroup.com

March 30, 2015

Lissy Martinez
6723 Kingsmoor Way
Miami Lakes, FL 33014

**Re: Architectural Request - Preliminary
6723 Kingsmoor Way**

Dear Homeowners:

Your Architectural Committee Application for preliminary approval has been approved by the Board of Directors for the items listed below:

1. All interior renovations, addition to the back patio (enclosure), new windows, new a/c installation, new a/c cover, etc.

Although preliminary approval from the Association has been granted, it is the responsibility of the homeowner to acquire all permits mandatory by Miami Dade County and Town of Miami Lakes.

We await all plans for the work to be completed and final review and approval from the Board.

Should you have any further questions regarding this matter, please do not hesitate to contact our office.

For the Board,

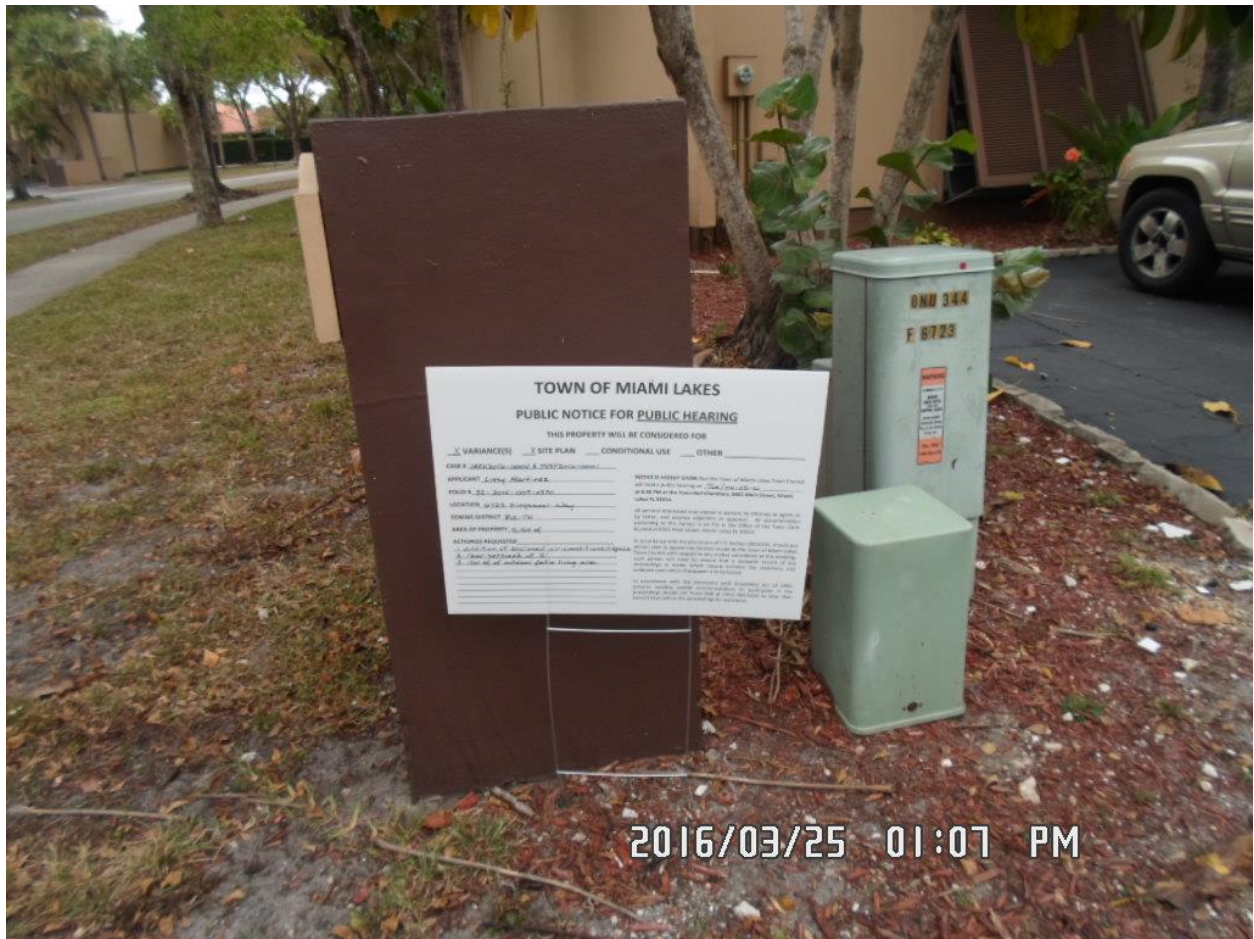


Barbara Capin, LCAM
Property Manager for
Loch Lomond East Homeowners' Association

| FOLIO | NAME | MAIL_ADDRESS | CITY_ST | MAIL_ZIP |
|---------------|--------------------------------|--------------------------|-----------------|------------|
| 3220140090240 | RICARDO A VALDES | 6737 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6519 |
| 3220140091170 | LESMES J GRANDA | 16020 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6517 |
| 3220140090850 | MARIA YOLANDA COTO TR | 851 E 2 AVE | HIALEAH, FL | 33010 |
| 3220140091110 | ENID HERNANDEZ | 16102 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6518 |
| 3220140090840 | MARGARITA LLC | 16113 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140091190 | JOSE M CHENTES &W DAISY M | 16016 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6517 |
| 3220140090810 | SONIA SUAREZ | 15944 NW 82 CT | MIAMI LAKES, FL | 33016-6611 |
| 3220140090790 | FELIPE OSABA | 16103 KINGSMOOR WAY | MIAMI, FL | 33014-6581 |
| 3220140090330 | | | | |
| 3220140090250 | CIPRIANA BEKKER | 6739 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6519 |
| 3220140090390 | MARIO LAFUENTE &W HORTENSIA | 6703 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6519 |
| 3220140040020 | KARELY PEREZ &W JOSE | 6815 GLENGAGLE DR | MIAMI LAKES, FL | 33014-6505 |
| 3220140091050 | ROBERTO E SARMIENTO &W ZULAIMA | 16114 KILMARNOCK DR | MIAMI, FL | 33014-6518 |
| 3220140090830 | ERNESTO J NEIR | 16111 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6581 |
| 3220140090310 | RAYMOND QUINTANA | 5801 SW 110 AVE | DAVIE, FL | 33328 |
| 3220140090980 | LINDSAY H BALLAS | 7 ROCKFORD ROAD APT K-1 | WILMINGTON, DE | 19806 |
| 3220140091010 | ORLANDO SOTO JR | 6732 KINGSMOOR WAY | MIAMI, FL | 33014-6520 |
| 3220140090290 | HELGA RICARDO | 6729 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140091030 | FLORIDA KALANIT 770 LLC | PO BOX 820 | HALLANDALE, FL | 33008 |
| 3220140090890 | JAMES E ODONNELL &W | 16110 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6562 |
| 3220140090970 | MARGE SAMBROOK | 6740 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6520 |
| 3220140090900 | NANCY L BRACKETT | 16125 KINGSMOOR WAY | MIAMI, FL | 33014-6581 |
| 3220140091140 | ANAY POZO | 16026 KILMARNOCK DR | MIAMI LAKES, FL | 33014 |
| 3220140090430 | OSWALDO GUIO &W CLARA ALVARADO | 5755 NW 151 ST | MIAMI LAKES, FL | 33014 |
| 3220140100480 | FERNANDO E ORAMAS &W DONATILA | 16390 STONEHAVEN RD | MIAMI LAKES, FL | 33014-6068 |
| 3220140090200 | FRANK J DON &W ROSITA | 16120 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6562 |
| 3220140091080 | ELADIO ARMESTO III TR | POB 2 JOSE MARTI STATION | MIAMI, FL | 33135-0002 |
| 3220140090860 | CRISTINA S CHI | 16117 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140090800 | DANIEL PEREZ | 16105 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6581 |
| 3220140090270 | JONATHAN RODRIGUEZ | 6725 KINGSMOOR WAY | HIALEAH, FL | 33014 |
| 3220140101460 | TOWN OF MIAMI LAKES | 8004 NW 154 ST PMB #378 | MIAMI LAKES, FL | 33016 |
| 3220140091200 | BRIDGET GARCIA | 16014 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6517 |
| 3220140090990 | CARMEN DUMAN | 6736 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6520 |

| | | | |
|---|---------------------|-----------------|------------|
| 3220140090370 LISSY MARTINEZ | 6723 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140091060 ADA M ARIAS | 16112 KILMARNOCK DR | HIALEAH, FL | 33014-6518 |
| 3220140091070 RAYMOND A COCKRUM II &W | 720 SE 5 PLACE | HIALEAH, FL | 33010-5414 |
| 3220140090940 JUAN DIAZ | 8004 NW 154 ST #147 | MIAMI LAKES, FL | 33016 |
| 3220140090420 ALEX CASTILLO &W DESOLINA | 6709 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6519 |
| 3220140090380 JOSELITO M SALES &W JOSEPHINE C | 6701 KINGSMOOR WAY | MIAMI LAKE, FL | 33014-6519 |
| 3220140090930 ARMANDO REBULL | 6746 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140090300 JOSE F FONT &W ATHINA | 19511 E OAKMONT DR | MIAMI, FL | 33015-2009 |
| 3220140090820 ELSA CABRERA | 16109 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140091220 RAUL A NOVALES | 16010 KILMARNOCK DR | MIAMI LAKES, FL | 33014 |
| 3220140010520 CAROL G WYLLIE TRS | 6843 MAIN ST | MIAMI LAKES, FL | 33014-2048 |
| 3220140090780 ELISABETE LEMOS | 16101 KINGSMOOR WAY | HIALEAH, FL | 33014-6581 |
| 3220140040010 ARMANDO MENDEZ &W AMARILYS | 6805 GLENEAGLE DR | MIAMI LAKES, FL | 33014-6505 |
| 3220140091210 A & L RODRIGUEZ INVST III LLC | 235 ATLANTIC AVE | SUNNY ISLES, FL | 33160 |
| 3220140090190 J E ODONNELL &W PAULINE | 16110 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6562 |
| 3220140091040 CAROLINA MARIA ALICOT JTRS | 7983 NW 158 TER | MIAMI LAKES, FL | 33016 |
| 3220140090230 GERARDO L BRAND | 6735 KINGSMOOR WAY | MIAMI, FL | 33014 |
| 3220140100010 CAROLINE L BESSELLIEU & MADELON | 16391 STONEHAVEN RD | MIAMI LAKES, FL | 33014-6051 |
| 3220130042410 THE GRAHAM COMPANIES | 6843 MAIN ST | MIAMI LAKES, FL | 33014-2048 |
| 3220140090320 JULIO C MEJIA &W LUCY | 6713 KINGSMOOR WAY | HIALEAH, FL | 33014-6519 |
| 3220140090220 RIGOBERTO RIVAS &W LOURDES T & | 6751 GLENEAGLE DR | MIAMI LAKES, FL | 33014-6587 |
| 3220130000010 REFERENCE ONLY | | | |
| 3220140090960 PATRICIA DALEY | 6752 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6520 |
| 3220140090400 MARIA DEL ROSARIO BELANGER | 6705 KINGSMOOR WAY | MIAMI, FL | 33014-6519 |
| 3220140090880 SAHIR M MORALES | 9143 NW 146 TER | MIAMI LAKES, FL | 33018 |
| 3220130010250 TOWN OF MIAMI LAKES | 6601 MAIN ST | MIAMI LAKES, FL | 33014 |
| 3220140100600 RENE LLANES &W | 16383 STONEHAVEN RD | MIAMI LAKES, FL | 33014-6051 |
| 3220140090410 FIDEL P VIDAL EST OF | 6707 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6519 |
| 3220140091160 REBECCA P SANCHEZ | 16022 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6517 |
| 3220140100470 RAMIRO VALDES | 16380 STONEHAVEN RD | MIAMI LAKES, FL | 33014 |
| 3220140090180 CRUSITA MALDONADO JTRS | 16100 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140091120 ERNESTO CRUZ | 601 EAST 17 ST | HIALEAH, FL | 33010 |
| 3220140090350 CARLOS MIRANDA TRS | 40311 E 10 AVE | HIALEAH, FL | 33013 |
| 3220130010490 SCHOOL BOARD OF MIAMI-DADE COUNTY | 1450 NE 2 AVE | MIAMI, FL | 33132-1308 |

| | | | |
|--|---------------------|------------------|------------|
| 3220140090950 MARGARET P YELVINGTON & | 6750 KINGSMOOR WAY | HIALEAH, FL | 33014-6520 |
| 3220140091150 IGNACIO ZAVALA &W LIGIA | 16024 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6517 |
| 3220140090870 RAQUEL SARAVIA | 15031 DUNBARTON PL | HIALEAH, FL | 33016 |
| 3220140090360 MAUREEN R ABRAHAM | 6721 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6519 |
| 3220140091130 MARIA E PEREZ | 16028 KILMARNOCK DR | HIALEAH, FL | 33014-6517 |
| 3220140091090 ERNING GROUP LLC | 2219 W 80 ST #8 | HIALEAH, FL | 33016 |
| 3220140090340 MARCIO OSORIO &W ROSEMARY | 6717 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6519 |
| 3220140090210 TOMAS BURCET | 6760 GLENEAGLE DR | MIAMI LAKES, FL | 33014 |
| 3220140091020 GERARDO GOMEZ PITA | 6730 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6520 |
| 3220140090920 MIA E FARRELL | 6744 KINGSMOOR WAY | HIALEAH, FL | 33014 |
| 3220140090260 ALEX DEBOGORY | 6741 KINGSMOOR WAY | MIAMI LAKES, FL | 33014 |
| 3220140040610 MIGUEL M RODRIGUEZ &W NERY | 6820 GLENEAGLE DR | MIAMI LAKES, FL | 33014-6506 |
| 3220140000010 SO FLA WATER MANAGEMENT | 3301 GUN CLUB RD | WEST PALM BEACH, | 33406 |
| 3220140040600 JACK R CASAGRANDE TRS | 6800 GLENEAGLE DR | MIAMI LAKES, FL | 33014 |
| 3220140090280 ELBA MAGALI CRESPI | 6727 KINGSMOOR WAY | MIAMI, FL | 33014-6519 |
| 3220140090910 FETLAR LLC | 591 W PUTNAM AVE | GREENWICH, CT | 06830 |
| 3220140091100 ANDRE S ZENO &W KIMBERLY D | 16104 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6518 |
| 3220140091000 JOSE M PADRON | 6734 KINGSMOOR WAY | MIAMI LAKES, FL | 33014-6520 |
| 3220140091180 IVETTE CRUZ | 16018 KILMARNOCK DR | MIAMI LAKES, FL | 33014 |
| 3220140100590 MANNY RIBADEO | 16393 STONEHAVEN RD | HIALEAH, FL | 33014 |
| 3220140091230 LESLIE S MORGAN | 16008 KILMARNOCK DR | MIAMI LAKES, FL | 33014-6517 |
| 3220140100190 MAGALY KAPETANAKIS | 16382 STONEHAVEN RD | MIAMI LAKES, FL | 33014-6068 |



2016/03/25 01:07 PM



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilman Nelson Rodriguez

Subject: "R.A.M.P it Up" Miami Lakes

Date: May 3, 2016

Recommendation:

I would like for the Town Council and the Town Committees to support "R.A.M.P it Up" Miami Lakes as a town-wide initiative. This initiative was created by town resident Abel Fernandez, Chief of Battalion 14 at Miami-Dade Fire Rescue Station 64. R.A.M.P stands for "rescue-allergies, medications, past medical history."

For years, fire rescue personnel have encouraged patients--specifically senior citizens and their families, to have vital medical information written down in anticipation of an emergency. R.A.M.P. is a great way to transfer information to First Responders. With today's digital capabilities, families are able to update the form as needed and have a printed copy ready for EMS.

It is recommended that the form be placed by the front door or on the refrigerator. The patients' vital medical information placed on this form will save precious time while Fire-Rescue treats the patient. We can educate those that are more digitally savvy on how to use the emergency option on their smartphones.

Fiscal Impact: Low

Attachments:

Miami Lakes Medical History Form



Providing the following information will ***Help us Help you.*** Fill this form out and print several copies. Place them somewhere easy for us to find like your refrigerator.

Patients Name: _____ **Date of Birth:** _____

Social Security Number: _____ **Insurance #:** _____

| ALLERGIES | REACTION |
|-----------|----------|
| | |
| | |

| MEDICATION | DOSAGE | FREQUENCY |
|------------|--------|-----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| MEDICAL HISTORY |
|-----------------|
| |

PHYSICIAN NAME: _____



FAMILY CONTACT: _____

SPECIAL INFORMATION/CONSIDERATIONS:

| |
|--|
| |
|--|





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 Vice-Mayor and Councilmembers

From: Honorable Mayor Pizzi

Subject: Short Term Moratorium on Development

Date: May 3, 2016

Recommendation:

I believe that it's in the public interest to implement solutions to our traffic problems, to provide short term relief, prior to further exacerbation of the problem. I do not wish to shut down Miami Lakes from development or retreat from our being a pro-development, job creating leader in South Florida. I think we should expedite the issuance of permits on existing construction and for average residents. But, for any new projects that could exacerbate and worsen our traffic problems, I would like to research the legality and consider the policy implications of a short term moratorium on new projects that have not yet applied for permits that could worsen gridlock on already maxed out roadways. I would like to consider and discuss whether a short term moratorium on development would provide us with the authority that we do not legally have at times to insure that new development projects that substantially increase traffic are done in conjunction with roadway improvements and that we are not forced to say "yes" without these improvements being in place. We should explore whether such an initiative will be a strong tool to serve the public interest. I understand that we need to research the legal implications and policy issues before such an undertaking.

Fiscal Impact: High



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilman Manny Cid

Subject: Live Public Comments

Date: May 3, 2016

Recommendation:

I would like to direct staff to allow for live remote public comments for residents who are unable to attend due to disability, illness or travel. Staff has previously tested the system and ideally we would begin with live remote public comments at our June meeting.

Fiscal Impact: Low



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Honorable Mayor Pizzi

Subject: Miami Lakes Car Alternative and Anti-Traffic Gridlock Program

Date: May 3, 2016

Recommendation:

I think that we should explore, in line with our complete streets program, alternative and innovative traffic solutions that reduce traffic congestion and reduce the number of cars on roadways. One of the problems with a lot of the proposed traffic solutions is that they “feed the beast” and simply make room for more cars on the roadways. I think we need to be proactive in exploring traffic solutions that encourage and reward and make more feasible, alternatives to vehicle traffic. In this regard, I propose that we focus on efforts on partnering with MPO and FDOT in new and innovative programs such as transit hubs that could actually reduce peak hour traffic on a daily basis to levels associated with days when schools out. There are opportunities to fund such projects that we need to explore as a priority.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilman Manny Cid

Subject: Parking at Royal Oaks Park/Roberto Alonso Community Center

Date: May 3, 2016

Recommendation:

I would like to amend our parks master plan to replace one of the retention areas with pervious pavement. This type of concrete has a high porosity and will transform the retention area into multipurpose use. On off-soccer days it could be used for tennis, volleyball, etc. On soccer practice days and/or game days it can be utilized as an overflow parking area.

Fiscal Impact: High



Town of Miami Lakes Memorandum

To: **Honorable Vice-Mayor and Councilmembers**

From: **Honorable Mayor Pizzi**

Subject: **Enhance Cyber Security in Miami Lakes**

Date: **May 3, 2016**

Recommendation:

I would like to us implement a proactive approach in cyber security that protects the trust of our residents and our staff from illegal intrusion into their protected information, including criminal hacking into our computer system. I would like us to conduct a top to bottom review of our current cyber security measures.

Fiscal: Medium



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Councilman Nelson Rodriguez

Subject: Community Forum on Transportation

Date: May 3, 2016



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Honorable Councilman Manny Cid

Subject: National League of Cities Congressional City Conference

Date: May 3, 2016



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: Meetings with MDX, MPO and FDOT on Traffic Solutions

Date: May 3, 2016



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Honorable Councilman Manny Cid

Subject: Florida Legislature Zip Code legislation

Date: May 3, 2016



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: Meeting with State on Rock Mining and Protection of Homeowner Property

Date: May 3, 2016



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Mayor Michael Pizzi

Subject: Loch Ness Drive Issues, Including Pump Station Repairs and Status of Prior Approvals of New Development

Date: May 3, 2016

Recommendation:

*This item requires 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 Town Councilmembers

From: Alex Rey, Town Manager

Subject: July Council Meeting Date

Date: May 3, 2016

Recommendation:

At July Council Meetings, the Mayor and Council adopt a preliminary millage for the upcoming fiscal year based on the Ad-Valorem Tax Roll which we receive from the Miami-Dade County Property Appraiser's Office on July 1st. Per the Special Rules of Order of the Town of Miami Lakes, if the meeting were to be held on July 5th, the agenda distribution date would be June 29th.

Therefore, I respectfully request that the July Council Meeting be held on the fourth Tuesday, July 26th.



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: May 3, 2016

Recommendation:

It is recommended that the Town Council approve a motion to transfer \$100,000 from the the non-departmental reserve for litigation/settlement to the Town Attorney's 2015-2016 budget for litigation reserves for use by Lydecker Diaz.

Background:

Status Updates on Criminal Fees Case & Insurance Litigation Case

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).

Litigation Budget for Criminal Fees Case for Defense by Lydecker Diaz

The Town Attorney will discuss the need for an increased litigation budget for the criminal fees case. Of the \$118,000 allocated in the Town Attorney's budget for payment of Lydecker Diaz's fees and costs in the criminal fees case, approximately \$113,000 has been spent. The non-departmental reserve for litigation/settlement currently has a balance of \$157,000. The Town Attorney recommends that the Council transfer \$100,000 from the \$157,000 in the non-departmental reserve to the Town Attorney's 2015-2016 budget for litigation reserves for use by Lydecker Diaz.

The Town Attorney will address the Mayor's legal team's refusal to extend the litigation stay or abate the criminal fees case in light of the insurance litigation, and further discuss the Mayor's legal team's proceeding with their Motion for Partial Summary Judgment, Motion for

Protective Order, Objections to discovery, among other filings.

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:

Friday, May 13, 2016 at 11:30 a.m.: Defendant's Amended Motion to Dismiss Plaintiff's Complaint

Monday, May 23, 2016 at 10:00 a.m.: Deposition of Mayor Pizzi

TBD: Mayor's Motion for Partial Summary Judgment

TBD: Mayor's Motion for Protective Order Enforcing Federal Protective Order