



**TOWN OF MIAMI LAKES, FLORIDA
REVISED AGENDA
Virtual Regular Council Meeting**

July 14, 2020

6:30 PM

Government Center

6601 Main Street Miami Lakes, FL33014

Video stream of meetings can be viewed here:

<https://pub-miamilakes.escribemeetings.com>

Pages

- 1. SPECIAL PRESENTATIONS (Presentations shall take place prior to the commencement of the Regular Council Meeting, at 6:00 PM)**
- 2. CALL TO ORDER**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS)**
- 6. PUBLIC COMMENTS**

Please be advised that given the novel COVID-19 VIRUS, Miami Lakes Town Hall is closed for public meetings. Public Meetings will be taking place virtually.

Public Comments will be heard at the beginning of the meeting and once all are heard, Public Comments will be closed. Each speaker will be afforded (3) minutes to speak.

The public may participate in the virtual public meetings by utilizing any of the following 3 methods:

(1) A person wishing to submit a Live Remote Public Comment, will join the meeting via: <https://www.miamilakes-fl.gov/remotecomments>. You must have a working microphone and working web camera in order to submit a live remote public comment; this will allow you to join the scheduled Zoom meeting.

(2) A person can call in live during the meeting to listen to the meeting via phone and/or call in live during the meeting to submit a public comment, to any of the following numbers:

+1 312-626-6799

+1 929-205-6099

+1 253-215-8782

+1 301-715-8592

+1 346-248-7799

+1 699-900-6833

PLEASE ENTER THE MEETING ID# WHEN PROMPTED: 666 475 152#

***Please note that If you call to make public comment in live via phone or zoom (web), please do so between 5:30 pm to 6:00 pm, so you can register your name and address beforehand.**

(3) A person can submit a Pre-recorded Video for Public Comments, by visiting <https://www.miamilakes-fl.gov/remotecomments>. Videos submitted cannot exceed 3 minutes and should be submitted one day before the meeting.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CALL TOWN HALL AT (305) 364-6100, NO LATER THAN (2) DAYS PRIOR TO THE MEETING FOR ASSISTANCE.

All comments or questions from the virtually attending public shall be directed to the Mayor, in a courteous tone. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person.

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 virtually attending audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, such person will be asked to leave the Zoom meeting. As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

7. APPOINTMENTS

8. COMMITTEE REPORTS

- a. Elderly Affairs Committee**

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9. CONSENT CALENDAR

- a. Approval of Minutes**

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- June 16, Regular Council Meeting
- June 25, 2020 Sunshine Meeting on Budget

- b. Resolution to Execute Grant Agreement with FEMA for West Lakes Drainage Improvements Project (Pidermann) 29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO ACCEPT THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM AWARD; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FLOOD MITIGATION ASSISTANCE PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

- c. Resolution to Award Construction Contract for West Lakes Drainage Improvements Project (Pidermann) 92

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2020-11, WEST LAKES DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT TO RG UNDERGROUND ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$2,097,197.50; 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.

- d. Work Order for Post Design Services for West Lakes (Pidermann) 202

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A WORK ORDER PURSUANT TO CONTRACT 2017-32(M) FOR MISCELLANEOUS ENGINEERING SERVICES, WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED FORTY SEVEN THOUSAND TWO HUNDRED NINETY SEVEN DOLLARS AND 44/100 FOR POST DESIGN SERVICES ON THE WEST LAKES DRAINAGE IMPROVEMENT PROJECT; 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 WORK ORDER; PROVIDING

FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

- e. Debris Site License Use Agreement Contract (Pidermann) 210

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT WITH THE TGC BPW SOUTH, LLC., ALSO REFERRED TO AS THE GRAHAM PROPERTIES, IN ORDER TO SECURE LOCATION FOR THE PURPOSE TO RECEIVING, STORING AND PROCESSING DEBRIS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AUTHORITY TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- f. Resolution in Opposition to Miami-Dade County Ordinance preventing Municipalities from Requiring Right of Way Permits on County Owned Roads (Pidermann) 218

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA; OPPOSING THE COUNTY CODE AMENDMENT PREVENTING MUNICIPALITIES FROM REQUIRING RIGHT OF WAYS PERMITS ON COUNTY OWNED ROADS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

10. ORDINANCES-FIRST READING

11. ORDINANCES- SECOND READING (PUBLIC HEARING)

12. RESOLUTIONS

- a. Site Plan Approval for construction of Kislak Building - Quasi-Judicial item (Pidermann) 230

QUASI-JUDICIAL PUBLIC HEARINGS -

Please be advised that given the novel COVID-19 VIRUS, Miami Lakes Town Hall is closed for public meetings. Public meetings are taking place virtually. However, Town Hall Council Chambers will be opened for those who wish to testify as part of the hearing but do not have the ability to remotely participate in the hearing by video conference.

Please be advised that the following items on the Board's agenda are quasi-judicial in nature. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each

person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization.

For all quasi-judicial hearings except appeals, a list of all proposed exhibits and a copy of the proposed exhibits shall be provided to the **Town Clerk five (5) days prior to the hearing**, in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled so as to allow for efficient retrieval and display on the Zoom platform during the hearing. All exhibits will be posted online as is customary.

A list of all individuals who will be called as witnesses during the hearings, shall be provided to the Town Clerk, five (5) days prior to the hearing. At the beginning of the hearing the Town Clerk shall call each witness by name, one-by-one, in order to swear each person in. Any witness who wishes to testify during the hearing and is not included in the previously-provided witness list, shall be sworn in after all witnesses on the list are sworn in and prior to the beginning of the hearing. All witnesses providing testimony must appear by video conference. **A computer with Zoom capabilities will be available for those that wish to testify as part of the hearing but do not have the ability to remotely participate in the hearing by video conference. The location of said computer will be in Council Chambers, 6601 Main Street in Miami Hall, 33014.**

The Town Clerk or court reporter shall administer the oath to any individual who is appearing by video conference and shall establish the identity of the witness on the record as well as the witness' consent for the hearing to be recorded. In addition, comments to be considered during the hearing may be provided prior to the beginning of the meeting, by providing e-comments by email or pre-recorded comments, via email to clerk@miamilakes-fl.gov.

The Chair will allow for public comment using Zoom after the parties have concluded the presentation of their cases and before a vote is taken. In addition, the Chair will request that the Clerk read any comments or emails sent about the matter that is not the subject of the hearing into the record. However, those comments standing alone are not sworn and do not qualify as competent substantial evidence on which the quasi-judicial board may rely, except that they may be considered if they support sworn testimony that is considered competent substantial

evidence.

The Chair may exercise their authority to limit the length of time provided to an individual for public comment. In addition, the Chair may preserve decorum and order.

A phone number and email address will be provided for individuals who may have questions on how to access the meeting or participate in the meeting, prior to the date of the meeting. A Town employee will be present during the meeting at the Council Chambers to assist the public with the computer. Please call (305) 364-6100 during business hours.

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b. **Conditional Use to Operate A University - Southeastern University - Quasi-Judicial Item (Pidermann)**

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QUASI-JUDICIAL PUBLIC HEARINGS -

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364-6100, NO LATER THAN (2) DAYS PRIOR TO THE MEETING FOR ASSISTANCE.

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- c. FY 2020-21 Tentative Millage, Proposed General Fund Budget and Budget Hearing Dates (Pidermann) 324

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE PROPOSED BUDGET FOR FISCAL YEAR 2020-2021; AUTHORIZING THE TOWN MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE TOWN CLERK TO SERVE THIS RESOLUTION ON THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

13. NEW BUSINESS

- a. National League of Cities - CARES Act (Cid) 361
- b. Incorporating the Town of Miami Lakes Seal to All Entry Way Signage (Alvarez) 365
 - *This item requires the waiver of Section 7.2 of the Special Rules of Order*
- *c. Amicus Curiae Briefs in Support of Businesses (Dieguez) 366
 - *This item requires the waiver of Section 7.2 of the Special Rules of Order*
- *d. CARES Act Funds for Town of Miami Lakes (Alvarez) 367
 - *This item requires the waiver of Section 7.2 of the Special Rules of Order*
- *e. Contact Tracing Presentation (Dieguez) 368
 - *This item requires the waiver of Section 7.2 of the Special Rules of Order*
- *f. COVID Testing in Miami Lakes (Collazo) 369
 - *This item requires the waiver of Section 7.2 of the Special Rules of Order*

***g. Freebee Food Delivery (Dieguez) 370**

This item requires the waiver of Section 7.2 of the Special Rules of Order

14. MAYOR AND COUNCILMEMBER REPORTS

15. MANAGER'S REPORTS

a. Transparency Module 371

b. Town Manager Monthly Police Reports 372

16. ATTORNEY'S REPORT 380

17. ADJOURNMENT

This meeting is taking place virtually and the public may participate by using any of the 3 methods described above. A copy of this Agenda 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, if you need special accommodations to participate in this meeting should contact Town Hall at 305-364-6100 two days prior to the meeting.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Elderly Affairs Committee

Subject: Committee Report

Date: July 14, 2020

Oral report will be presented by Chairwoman Ms. Dottie Wix.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: July 14, 2020

Recommendation:

Attached please find the following minutes for your review and approval.

- June 16, 2020 Regular Council Meeting
- June 25, 2020 Sunshine Meeting on Budget

MINUTES
Regular Council Meeting
June 16, 2020
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. SPECIAL PRESENTATIONS:

None

2. ROLL CALL:

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

The Town Clerk, Gina M. Inguanzo, called the roll with the following Councilmembers being present: Josh Dieguez, Jeffrey Rodriguez, Marilyn Ruano, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmember Luis Collazo joined the meeting at approximately 6:55 pm and Councilmember Alvarez was absent.

3. MOMENT OF SILENCE:

Pastor Stuart Bodin from the Miami Lakes United Methodist Church led the prayer.

4. PLEDGE OF ALLEGIANCE:

Pledge of the Allegiance was led by Boy Scout Raul Companioni, Troop 584.

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

Mayor Cid moved item 15B, to be discussed after Public Comments and item 11B, after Committee Reports. Vice Mayor Rodriguez moved up 13J to be discussed after 11B. Mayor Cid moved to accept the new order of business and the motion was seconded by Councilmember Collazo. All were in favor.

During Public Comments, Councilmember Dieguez made a motion to re-open the Order of Business and it was seconded by Vice Mayor Rodriguez. All were in favor. Then, Councilmember Dieguez made a motion to move up and discuss item 13A after Public Comments. The motion was seconded by Councilmember Ruano and all were in favor.

6. PUBLIC COMMENTS:

The Town Clerk, Gina M. Inguanzo, read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes and that are to be respected also in virtual meetings.

Marcos Gutierrez spoke in support of the Miami Lakes Police Department, and specially of Officer Rodriguez and Officer Hackett; he stated that they were unfairly characterized and treated in the Miami Herald article; he stated that these two officers have always treated residents with respect and professionalism; he asked the Town Council to pass a motion or a resolution, in support of these two officers and in support of the entire Miami Lakes Police Department; that the Town Council should limit their role and stay away from social non-governmental issues, and that our town cannot continue to be divided; he said we should all come together to run a safe town.

Helen Roldan spoke about several different items; she first stated that she is disappointed in several residents portraying the Town of Miami Lakes and its residents as racists and ignorant people; she asked the Town Council to denounce racism, discrimination and that the town should welcome everyone; she stated that she has a friend who moved out of the town because of racial discrimination; she said she was in support of the Cultural Affairs Committee Report regarding the peaceful public expression and support for social and racial justice in a community gathering; she also stated she is in support of Item 13J and in support of the great work the Miami Lakes Police Department does; she suggested a component be added to this item, which was for the Public Safety Committee or the Neighborhood Services Committee also be part of the evaluation process so that there is unity as well.

Suzanne Choopani thanked Mayor Cid and Town Council for placing the Cultural Affairs Committee motion to discuss the possibility of having a peaceful vigil or demonstration to show support for the law enforcement, first responders, and for the families that have been affected from the wrongful death of so many African Americans; she stated that when we see an injustice, we need to speak up and unite our community; that we need to send a message that Miami Lakes supports peaceful protests and fairness to all -regardless of race and that as a community, we are calling to an end to the injustice.

Homero Cruz urged the Town Council to pass a resolution in support of police officers Juan Rodriguez and Steve Hackett and in support of the entire police department of Miami Lakes; he stated that the community is pleased with their work; he stated that the Miami Herald picture taken during the Sunday June 14th protest, did not demonstrate the reality and he stated that the protest was peaceful for the most part; he asked the Town Council to keep government small; that you can disagree with a neighbor and still be friends; he stated that the items proposed in the Cultural Affairs Committee Report are divisive and that the Town Council should concentrate in town issues and keep growing beautifully.

Edward Paez expressed his support for item 13J, and of police officers' evaluations; that in the fiscal budget for Y2019-2020, the Police consumed 51% of our total budget; he added that it is not only our right but duty to make sure this money is spent appropriately and securely; that the

Town Council has a right to make sure that the Vice Mayor's request is answered; to require for public servants that serve Miami Lakes to live in the town of Miami Lakes because this would make the outstanding police force even better; he thanked the Town Council for their leadership and transparency thru the Covid-19 times.

John Lee's granddaughter Cristina, spoke on behalf of her grandfather and thanked the entire Town Council for the motion to co-designate Miami Lakeway South as Reta Lee Way;

Maria Martinez spoke in favor of Officer Juan Rodriguez and Officer Steve Hackett; she stated that her husband and her organized the past Sunday rally (peaceful celebration) to show appreciation for men and women in blue, for our county, our president and our police; she stated that she was aware that these two officer are going to be reprimanded for taking pictures with some participants in the rally and that she was disturbed with the hypocrisy because both officers also took pictures with participants of the BLM protest that took place on June 7 and that they were not reprimanded then; she asked why is it ok for officers to take the knee all of over the country and not ok for them to take pictures during a rally that is supporting our country; she emphasized that these two officers only kept the peace during the rally and should not be reprimanded.

Lynn Matos spoke in support of Mayor Cid's item, the Police Explorer Program; she also came to speak in regards to item 13J; she stated that as a former Chair of the YATF and PSC, former member of the CAC, member of the Veterans Day Parade, former appointee to the Main Street Task Force, member of the first Optimist Club for the Special Needs, current Vice Mayor of the P&Z Board and founder and organizer of the Miami Lakes Food and Wine Festival, she had worked with the ML Police Department and that they are an amazing group of people that serve our town with passion, dedication and professionalism; she spoke highly of Officer Juan Rodriguez and Officer Steve Hackett; she said that instead of having an oversight of their department, she suggested that the town should commend them all for jobs well done.

Ariel Martinez spoke in support of the Miami Lakes Police Department; he stated that he and his wife organized the rally held on Sunday, June 14th; he stated that the Miami Lakes Police Department takes 51% of our budget and is why Miami Lakes keeps the town safe and in order; that instead of scrutinizing the ML Police Department we should commend them for their great work; he thanked Officer Rodriguez and Officer Hackett and denounced the professional political hit job that the Miami Herald did on these town officers; he also mentioned that by making police officers take the knee, degrades their authority; he urges and supports that Town Council passing a resolution that no action be taken against these two officers.

Brandon Thomas called and stated that he is one of the few black residents of the town; he stated that he is disappointed with the lack of response from the Town Council regarding the nation's current climate; he stated that he has been a resident since 2001, he attended Bob Graham Education Center and that he contributes to our thriving businesses; he expressed that he is highly educated because of this town yet he feels that he does not matter to this town; that his community has taken a backseat and therefore, he believes that the Town Council needs to be proactive; he is in favor of passing 13J and that the Town Council address the human issue that will portray a sense of solidarity about residents like him; and he asked the Town Council to remember that your town black lives matter.

Susana Garcia called to speak in support of item 13J; she stated that she has respect for law enforcement but has concern over the social backlash in our town; she feels that item 13J has to do with police oversight but that it does not go far enough; she mentioned that the town does not have much recourse over the department's disciplinary matters for the collective bargaining agreement and that they need to be held accountable for their actions; she also mentioned that when residents congregated to exercise their 1st Amendment rights, they were seen as a threat to the community; she also asked the Town Council to review the Town budget and ask why 51% of the budget is designated to the police; that Miami Lakes needs to revisit their agreement with the Miami Dade County and ensure that they bring transparency and accountability.

Jim Powell, son-in-law of the late Reta Lee, called to speak in support of the item of 13A, co-designating Miami Lakeway South as Reta Lee Way. He was very appreciative for this item.

Anisbel Vilorio called to speak in opposition to the request for the resolution in favor of the police officers; she stated that police officers are supposed to protect and serve the community in general and not behave in a partisan and divisive manner during the rally that was supposed to be about a flag day or police force; she stated that they were unprofessional and that the June 14th rally was not a peaceful demonstration because journalists were harassed by Miami Lakes residents; that people were holding microphones and calling them communists and delivering homophobic messages and attempting to discredit the Black Lives Matter movement; that the Black Lives Movement seeks to end racism and police brutality; that if the June 14th rally was about celebrating the police force -why did the majority of the people have Trump flags and shirts?; she stated that she went to high school in in Miami Lakes and that she still lives in Miami Lakes; that she knows many families in Miami Lakes that make racist and homophobic and bigoted comments; that everyone needs to reflect on this in order to move forward and improve the town and make it more inclusive.

Ivette A. Paganis called and stated that people can agree and agree to disagree; that people have their own ideals and that in this country, we are free to have our own opinions and we are free to protest; whether it turned to be a Trump rally or not is regardless because everybody has a right to protest; its in the US Constitution; everyone is entitled to have their own opinion.

Mayor Cid stated that every speaker would have 30 extra seconds to speak; Mayor Cid clarified that because one speaker was given the chance to speak a few seconds beyond the three minutes, everyone was going to have 30 additional seconds to speak.

Alex Melo called and spoke about his concerns regarding the 1st Amendment rights for photographing officers; he explained that filming police officers while performing their police duties is protected under the 1st Amendment; that he is a former police officer and that he is in support of a motion to commend the great police officers that we have in the Town of Miami Lakes; he also mentioned that we have to go back to the PBA when it comes to these issues and reach out to the PBA union.

Claudia Luces called and spoke about the Miami Herald article; she stated that she was disturbed to find out that the article had portrayed these two fine officers as Trump supporters – when that information was never confirmed - it was just an assumption; she stated these two officers have worked for our community for a long time, that our kids and residents know them well and to take a picture with them is no big deal; that this was being blown out of proportion; that this is

a divisive time and it saddens her to know that this is being brought into our town and that this is playing partisan politics; she emphasized that she will do whatever it takes to defend both officers; that they go above and beyond; that they do our traffic detail work and that we should not forget the many abuses that police officers are putting up with; both of these two officers – Juan Rodriguez and Steve Hackett – should be commended and not reprimanded; she said that what was written about them was unfair and that the Town Council should recognize them for their above and beyond work.

Ariel Martinez reaffirmed and restated that the gathering on Sunday, June 14th was not a protest, that it was a rally to thank the police officers and to honor the US Flag – because it was Flag Day; that it coincidentally was also the President Trump’s birthday and also the 240th anniversary of the United States of America; that the Town Council works for the legal residents of the Town of Miami Lakes.

Maria Martinez restated that the Sunday, June 14th rally was to say loud and clear that all lives matter; that if it’s ok to take pictures with BLM groups, it’s also ok to take pictures with other groups that love America; that it’s not a crime to celebrate the American flag, nor the birthday of our president; that it was a peaceful rally to celebrate our country and our officers.

Anisbel Vilorio stated that there is a difference between taking pictures with signs in support of our president vs. kneeling in solidarity with a movement that seeks to end racism and police brutality are very different things; she also mentioned that there is an investigation going on as to whether these two officers violated departmental policy.

Homero Cruz pointed out that during the rally, some individuals carrying BLM signs were not residents of the town of Miami Lakes but residents of the county; he stated that people were alleging they are residents of the Town of Miami Lakes but they are not.

Roberto Alonso, Jr., via pre-recorded public comment, thanked public servants for working hard during the COVID19 pandemic and most recently, during the riots; he stated that as former Chair of the Public Safety Committee, he understood it was important for him to opine on item 13J. He stated that in social media it had been posted that these two officers were going to be disciplined and that he was concerned with the item 13J and the treatment that our police officers are going to start receiving; he emphasized that these are times to create unity and not division; he also mentioned that police officers go thru a very thorough background check, yearly reviews in county level and he explained the power the town has to remove any police officer that is not doing the right things for our town; he stated that we have one of the best police departments in the state and that what happened to George Floyd is horrific but that we need to recognize the work our officers do and educate our community with what they do; if you find bad apples – lets get rid of them and God bless our officers, our town and the USA.

Yessenia Leyva called and stated that as the liaison of the Special Needs Advisory Board and a person with a disability, she advocates for inclusion and diversity and stated that we need work together; that disability does not discriminate and that we need to be united.

Mayor Cid said that we need justice for George Floyd, for his family and his memory and that we need to practice empathy; that we need to put ourselves in other people’s shoes and see with

their eyes; and that we need to sit down with people that we specifically disagree with and walk in their shoes; that empathy has the power to change the world.

7. APPOINTMENTS:

Dr. Juan Barek for the Blasting Advisory Board by Councilmember Jeffrey Rodriguez

Mr. Marcos Gutierrez to the Sports Hall of Fame by Councilmember Jeffrey Rodriguez

Mr. Stanley Lichaj to the Public Safety Committee by Mayor Manny Cid

Councilmember Dieguez made a motion to approve the appointments and it was seconded by Councilmember Collazo. All were in favor. Councilmember Alvarez and Councilwoman Ruano were absent.

8. COMMITTEE REPORTS

1. Special Needs Advisory Board

The Chair of the SNAB, Ms. Vivian Levy presented the Committee's report.

2. Cultural Affairs Committee

The Chair of the CAC, Mr. Neil Robinson, presented the Committee's report. He explained that at the last CAC meeting, the committee passed two motions to be recommended to the Town Council. Chairman Robinson explained that the committee would like a peaceful public expression in support for social and racial justice (a gathering-vigil, march or a plaque) and asked the Town Council to support Gay Pride Month by allowing the Gay flag to be flown at Town Hall. These two motions were presented to the Town Council.

After much discussion, Councilmember Dieguez asked Chairman Robinson to go back to the Committee and ask Committee Members to figure out what the vigil would look like and to come back to the Town Council with a report on how they feel about it and how they want to proceed on this matter, to start figuring out what that programming would look like, so we can have a more informed discussion about what the CAC has in mind; to see something more in detail. Chairman Robinson thanked the Town Council for their input, their sensitivity and receptivity and for sharing options that he will discuss with the CAC.

9. CONSENT CALENDAR:

Councilmember Dieguez moved to approve the Consent Calendar. Councilmember Collazo seconded the motion. All were in favor.

A. APPROVAL OF MINUTES

- May 19, 2020 Regular Council Meeting

Approved on Consent.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF CORAL GABLES CONTRACT IFB 2019-031 WITH E-SCRAP, INC FOR ELECTRONIC WASTE RECYCLING SERVICES, PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF MANAGED PRINT SOLUTIONS AND ADDITIONAL TECHNOLOGY RELATED PRODUCTS ON AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE REGION 4 EDUCATIONAL SERVICE CENTER ("ESC") CONTRACT R171405 WITH TOSHIBA AMERICAN SOLUTIONS PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT THE UNITED STATES, HOUSING AND URBAN DEVELOPMENT DEPARTMENT, REBUILD FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION CRITICAL FACILITY HARDENING PROGRAM; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE REBUILD FLORIDA CDBG-MIT CRITICAL FACILITY HARDENING PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A WORK ORDER PURSUANT TO CONTRACT 2017-32(M) FOR MISCELLANEOUS ENGINEERING SERVICES, WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED EIGHTY THREE THOUSAND SEVEN HUNDRED FORTY-FOUR THOUSAND AND 24/100 TO COMPLETE STREET IMPROVEMENTS ALONG NW 151 and NW 153 STREET; 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 WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent

- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA TO TRANSFER CORONAVIRUS AIR, RELIEF, AND ECONOMIC SECURITY ACT “CARES” ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES AND TO OTHER UNITS OF LOCAL GOVERNMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE(Pidermann)

Approved on Consent

- G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT WITH THE PROPERTY APPRAISER FOR ACCESS TO EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AUTHORITY TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.(Pidermann)

Approved on Consent.

10. ORDINANCE – FIRST READING:

None.

11. ORDINANCE – SECOND READING:

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE IV, DIVISION 3, RU-TH TOWNHOUSE DISTRICT, SEC. 13-444, DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

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

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

The Town Manager presented the item and explained that this ordinance allows the use of synthetic roofing materials for use in single and two-family residences, providing the synthetic materials resemble the neighboring tiles.

Mayor Cid moved the ordinance in second reading and the motion was seconded by Councilmember Collazo. The Town Clerk called the roll and the motion passed 6-0. Councilmember Alvarez was absent.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, ARTICLE VI, DIVISION 1, CREATING SECTION 13-1617, SCHOOL FACILITIES SAFETY CONSIDERATIONS, PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The students of Miami Lakes Middle School Legal Studies Group presented a PowerPoint presentation titled Safe Place in School and they explained that the proposed ordinance in 1st reading will establish commercial and residential buildings to be at a safe distance away from school in order to prevent any incident to happen in the future. They also explained that the inspiration for this ordinance came from the Lucida project, currently being built next to Bob Graham Education Center.

Mayor Cid made a motion to move forward the ordinance in first reading and it was seconded by Councilmember Collazo.

The Town Council asked questions to staff, regarding future businesses that would require business licenses in locations that are close enough to the school, such as Royal Oaks Shopping Center and the Windmill Gate shopping Center. Councilmember Ruano asked if Town Staff had identified any property that could fall under this scrutiny. Also, she asked if there are any legal ramifications due to the Town taking rights away from these property owners or diminishing the value of their property; she also asked if the Town could be sued. The Town Attorney stated that his concern with the alcohol sales, so he suggested tweaking the ordinance and said he would look into these concerns before second reading.

The Town Clerk called the roll and the motion passed approving the ordinance in 1st reading, 7-0. Councilmember Alvarez was absent.

12. RESOLUTIONS:

None.

13. NEW BUSINESS ITEMS

A. Honoring Reta Lee (Dieguez, co-sponsored by all Town Council)

Councilmember Dieguez presented the item and acknowledge the life, the work and the memory of Ms. Reta Lee. The councilmembers shared beautiful words and sentiments towards Ms. Reta Lee and her family and unanimously agreed to co-sponsor this item.

Councilmember Dieguez then made a motion co-designating Miami Lakeway South as Reta Lee Way, in honor of a long time Miami Laker and local legend. Councilmember Rodriguez seconded the motion and all were in favor.

B. PharmaDrop Boxes (J. Rodriguez)

Councilmember J. Rodriguez explained that PharmaDrop collection systems provide a place to safely dispose of unused or expired prescription drugs to avoid the improper use of these drugs. Councilmember J. Rodriguez explained that after submitting this new business item, he became aware that both local CVS Pharmacies are DEA certified and have a similar program. He decided not to remove or pull this item and decided to create awareness of this great service that is offered by CVS. No motion was made.

C. Police Explorer Program (Cid)

Mayor Cid made a motion to restart the Miami Lakes Police Explorer program. It was seconded by Councilmember Dieguez and Vice Mayor Rodriguez, simultaneously.

Councilmember Collazo supported the item and mentioned that the Town of Miami Lakes should partner up with Station 1 at the beginning phase, until we have the opportunity to get the program up and running. Town Commander Ruiz mentioned that Station 1 had approximately 8 explorers and that Barbara Goleman High School has the program running as well. Town Commander emphasized that the program would start again in January, due to COVID-19 pandemic. Councilmember Ruano supported the item and asked for the funding of this program. The Town Manager stated that it would be embedded in the next year's budget and discussed during the upcoming budget season.

The motion passed and all were in favor.

D. Mental Health Awareness Task Force (Collazo)

Motion by Mayor Cid to waive Section 7.2 of the Special Rules of Order. The motion was seconded by Councilmember Ruano and all were in favor.

Councilmember Collazo introduced his item and explained the importance of the ongoing efforts to continue bringing attention to mental health issues. He explained that he would like to create a Mental Health Awareness Task Force to have representatives of our committee system at the table with some help of mental health professionals, and in a timed limited fashion, come back with recommendations. Councilmember Collazo then proceeded to make a motion to create a Mental Health Awareness Task Force to be comprised of different members of committees from the Elderly Affairs Committee, Public Safety Committee, Veterans Affairs Committee, Youth Activity Task Force, Education Advisory Board, Special Needs Advisory Board, Youth Council and two (2) other mental health professionals appointed into the task force to help guide the committee members in setting up these policies and for them to be able to bring back its recommendations.

It was explained that the Task Force will provide a set of recommendations on how the Town can continue to support efforts to address the stigma associated with mental health treatment and possibly identify gaps and solutions to addressing those gaps in our community. No counseling services to be offered. The motion was seconded by Councilmember Dieguez and all were in favor.

E. Property Tax Transparency (Dieguez)

Councilmember Dieguez introduced his item and explained that by illustrating the percentage allocation of where each property tax dollar will help residents understand better how much of the property tax that people pay actually goes to the town and that these illustrations should be included as part of future budget presentations. Councilmember Dieguez made a motion directing the Town Administration to illustrate, moving forward, the percentage allocation of where each property tax dollar goes (Town of Miami Lakes, Miami-Dade County, Miami-Dade County Schools, etc.). This illustration requirement will begin with the presentation of the FY 20-21 budget. Vice Mayor Rodriguez seconded the motion and all were in favor.

F. Circular Driveway Island Ground Cover (J. Rodriguez)

Councilmember J. Rodriguez introduced his item and explained that he would like for a revision of our Building Code to take place, to allow for other types of permeable ground cover when you are applying for a building permit, or getting it approved, and for actual final approval. He then motioned to discuss the potential amendment to the Town ordinance, to broaden the type of ground covers allowed for center islands to include other types of permeable ground cover such as mulch, decorative rocks, or other landscaping designs. Vice Mayor Rodriguez seconded the motion and all were in favor.

G. Independence Day Celebration Music Video (Cid)

The Communications Department was directed to create a celebratory video for the Town's Independence Day celebration. No motion was made.

H. No Building Permits for Gutters (J. Rodriguez)

Councilmember J. Rodriguez explained that the installation or repairing of gutters is considered by many to be a routine maintenance project. Thus, Councilmember J. Rodriguez made a motion to discuss amending a Town Ordinance or the Town Code to remove the requirement of obtaining a permit when installing or repairing gutters. Councilmember Collazo seconded the motion and all were in favor.

I. I. Expanding Miami Lakes Social Media Reach (Cid)

To better communicate with residents and showcase transparency/accessibility to Miami Lakers of all ages, Mayor Cid introduced his item and made a motion directing town staff to look into other social platforms that other municipalities are using and that we are not currently using and to come back to the Town Council with recommendations on any new platforms. Councilmember J. Rodriguez seconded the motion. Councilmember Dieguez asked for Town Staff to come back with their research, opinions and findings regarding security issues/risks. All were in favor.

J. Police Evaluations (N. Rodriguez)

Councilmember Rodriguez made a motion to waive section 7.2 of the Special Rules of Order. The motion was seconded by Councilmember Collazo and all were in favor.

Vice Mayor Rodriguez stated that he should have submitted this item as a report and not as a New Business Item, so that the Town Commander, Major Javi Ruiz, would have had a chance to explain how the Miami-Dade County Police-Miami Lakes Division recruits and reviews police officer's records that patrol our Town. Vice Mayor Rodriguez clarified that he supports the Police Department and he proceeded to made a motion in full support of Officer Juan Rodriguez and Officer Steve Hackett, and asked the Town Attorneys to draft a resolution acknowledging both officers -which have been major part of our community- that they are essential and have been great role models to our children and residents. He also stated that he is in full support of the police department and directed for Officer Juan Rodriguez and Officer Steve Hackett to be supported and commended for their efforts in keeping the Town safe. He also stated that he does not want these two officers to be transferred from the town. Councilmember Collazo seconded the motion.

Councilmember Dieguez commended all police officers in our town. Then he made an amendment to the main motion, to make it broader, to forward a message to all our police officers, thanking them for their hard work, their professionalism, trying to get peace with everything going on and that all police officers should also get commended for their hard work – and of course, adding language that commends and supports Officer Rodriguez and

Officer Hackett. The amendment to the motion was seconded by Vice Mayor Rodriguez. All were in favor.

After discussion, the main motion passed unanimously. Councilmember Alvarez was absent,

14. MAYOR AND COUNCILMEMBER REPORTS:

None

15. MANAGER'S REPORTS

A. Town Manager Monthly Police Report

Javi Ruiz, Town Commander, presented the Monthly Police report. Town Commander Ruiz mentioned that police officers are checking with businesses to make sure they are following guidelines, checking on the parks, responding to the protests that have taken place in the town and that their primary objective has been to ensure public safety and proper traffic flow.

Councilmember Collazo thanked the Police Department for their great work. All councilmembers agreed.

Mayor Cid then asked about the West Lakes Drainage Project. The Town Manager said he would send an email out to the Town Council with a status report regarding this project.

B. Renaming of a Park for Jakey

Mayor Cid presented the item and introduced Mr. Tony Fernandez, the Chair of Youth Activities Task Force, to speak about renaming the 154 Bridge Park phase 1 in memory of Jakey Duque. Mr. Fernandez explained that the Duque family is supportive of this item and that they also like the rendering of the park, which was done by Jake's godfather.

Mayor Cid made a motion to designate the 154 Bridge Park Phase 1 as the "Jackey Duque Park". Councilmember J. Rodriguez seconded the motion. After discussion, it was emphasized that the Town Council would only be approving the name, the location site and the overall concept. All were in favor. Councilmember Alvarez was absent.

16. ATTORNEY'S REPORTS:

The Town Attorney had nothing to report.

18. ADJOURNMENT:

Councilmember Collazo stated that Royal Oaks Park will no longer be the site of the Food Distribution and that now the distribution will take place at the Miami Lakes United Methodist Church. He thanked Pastor Stuart Bodin and the entire team HOPE from the Methodist Church for the food distribution efforts.

Mayor Cid thanked the entire community and restated that we need to continue to empathize as a society.

There being no further business to come before the Town Council, the meeting adjourned at 11:38 pm.

Approved this 16th day of June 2020

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Sunshine Meeting
June 25, 2020
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. Call to Order:

Meeting began at 6:44 pm.

The following councilmembers were virtually present: Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Marilyn Ruano and Vice Mayor Nelson Rodriguez. Mayor Manny Cid joined the meeting via the Zoom phone line at 6:50 P.M. Councilmember Carlos Alvarez was absent.

The following Town Staff members were virtually present: Town Manager Edward Pidermann, Assistant Town Manager Tony Lopez, Deputy Town Attorney Lorenzo Cobiella, Town Clerk Gina M. Inguanzo, Deputy Town Clerk Ashley Shepple, Strategic Planning, Performance & Innovation Manager German Cure, Communications and Community Affairs Director Clarisell DeCardenas, Helpdesk Staff, Chief Financial Officer Ismael Diaz, Controller Kay Grant, Budget Officer Melissa Hernandez.

Items Discussed:

- **To Discuss the General fund Budget Proposal for Fiscal Year 2020-2021**

Notes on the meeting:

Town Manager Edward Pidermann provided a detailed explanation on the following documents: FY20-21 Proposed General Fund Budget Summary Sheet and FY20-21 Proposed General Budget Line Item Detail.

The Town Manager Pidermann went over the increases and decreases for the revenues and expenditures for FY20-21 Proposed General Fund Budget. Revenue increases were the following: ad valorem taxes, franchise fees, and utility service tax, and fines & forfeitures. Revenue decreases were the following: communication service tax, permits & fees (non-building department), miscellaneous revenues (park rentals). Expenditures increases were the following: code compliance, and community outreach & engagement. Expenditures decreases were the following: police and school crossing guards, planning & zoning, legal reserves, public works, committees, and parks & recreation.

Town Manager Pidermann stated the property appraiser office sent over the preliminary tax base increase from last year to this year is 4.76 %. On July 1st, the office will certify the tax base. Based on this the budget is based and the Town Manager stated the Mayor Council will be tasked with

setting the millage rate. No later August 4th the property appraiser office must know last year's millage, the new proposed millage rate, the rollback rate, and the times and dates for the Town's budget hearings. At the July Council meeting, the Mayor and council will have to pass a resolution to set the millage rate. This year's budget is balanced compared to last year.

Adjournment:

This meeting was adjourned at 7:30 p.m.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Edward Pidermann, Town Manager

Subject: Federal Emergency Management Agency (FEMA) Florida Division of
Emergency Management (FDEM) Flood Mitigation Assistance (FMA) Program

Date: July 14, 2020

Recommendation

It is recommended that the Town Council authorize the Town Manager to accept the Federal Emergency Management Agency (FEMA) Florida Division of Emergency Management (FDEM) Flood Mitigation Assistance (FMA) Program award in the amount of \$1,555,872 to provide funding for the Miami Lakes West Lakes Drainage Improvements Project, and authorize the Town Manager to execute the grant agreement, take all necessary steps to implement the terms and conditions of the agreement, and expend budgeted funds in connection with this Program.

Background

According to FDEM, flooding is one of Florida's most frequent hazards. The West Lakes community in Miami Lakes continues to be adversely impacted by flooding events, with rainwater reaching residential garages and covering streets and sidewalks.

In 2012, the Stormwater Master Plan Update #2 was completed and identified several flood mitigation projects that qualify as projects in the County's Local Mitigation Strategy. The drainage sub-basin analysis for the West Lakes community noted drainage deficiencies which hindered the infrastructure in meeting the desired performance goals. The need for flood mitigation activity to reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster or flood is critical for the West Lakes community.

In 2014, the Town sought resident input to assist in guiding the next 10 years of the Town's vision, strategic goals, and future growth. To capture resident input, a Townwide survey was issued to gain community feedback on vital projects to identify key issues and opportunities. Stormwater management and flood mitigation was identified as an area of priority for the Town. In 2015, the Town Council unanimously passed Resolution No. 15-1333 adopting the 2015-2025 Strategic Plan and authorizing the Town Manager to take all actions necessary to implement its policies and goals. One of the Strategic Plan Priority Areas is Environmental Sustainability. A vital objective of this priority is to improve drainage performance, efficiency, and ecology of stormwater infrastructure in the West Lakes community.

In 2016, the Town Council unanimously passed Resolution No. 16-1362, adopting the Miami-Dade County Local Mitigation Strategy and authorized the Town Manager to identify and prioritize hazard mitigation grant program projects to become a part of the Local and Statewide Hazard Mitigation Strategy and to apply for grants to implement mitigation projects.

Thus, the Town identified and applied for the Federal Emergency Management Agency, Florida Division of Emergency Management, Flood Mitigation Assistance Program grant, and subsequently, was awarded the amount of \$1,462,500 to fund the Miami Lakes West Lakes Drainage Improvements Project. In addition, the Town leveraged community support and secured legislative funding in the amount of \$500,000 to meet the local participation requirement.

In December 2019, the Town advertised the construction solicitation and bids were received in January 2020. The bid amounts exceeded the original awarded grant amount of \$1,462,500. Subsequently, the Town made a request to FEMA through FDEM for an increase in the grant amount to avoid a reduction of scope in the project. The request was approved, and the grant amount was increased to a total amount of \$1,555,872. A construction contingency amount not to exceed \$220,000 will be funded from Stormwater Utility fees in FY2020-2021 for this project.

Benefits

Heavy rainfall events result in inadequate drainage, flooding on residential roads, unsafe transportation conditions, environmental public harm as a breeding zone for mosquitoes, and potential property damage to homes located in the West Lakes neighborhood. The West Lakes area has suffered various flooding events and is addressed as a priority project in the Town's Stormwater Master Plan and Strategic Plan. The mitigation activity proposed is essential to protect the West Lakes community from flooding and potential damages to homes. This project is projected to impact 236 homes in this community. The West Lakes Drainage Improvements Project reduces the probability of repetitive flooding, improves stormwater management capacity, implements localized flood control, and enhances stormwater infrastructure resiliency, thereby enhancing the quality of life for the residents of the West Lakes community and the Town of Miami Lakes.

RESOLUTION NO. 20- _

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO ACCEPT THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM AWARD; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FLOOD MITIGATION ASSISTANCE PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, in 2015, the Town of Miami Lakes (the “Town”) Council passed Resolution Number 15-1333 adopting the 2015-2025 Strategic Plan, which authorized the Town Manager to take all actions necessary to implement the plan’s policies and goals; and

WHEREAS, among the goals in the Strategic Plan is Environmental Sustainability; and

WHEREAS, a vital objective of this priority is to improve drainage performance, efficiency and ecology of stormwater infrastructure in the Town’s West Lakes Community; and

WHEREAS, in 2016, the Town Council unanimously passed Resolution 16-1362, adopting the Miami-Dade County Local Mitigation Strategy, and authorized the Town Manager to identify, prioritize, and apply for hazard mitigation grant projects; and

WHEREAS, the Town identified, applied for, was granted and accepted, the Federal Emergency Management Agency, Florida Division of Emergency Management, Flood Mitigation Assistance Program Grant (the “Grant”), in the amount of One Million Four Hundred Sixty Two Thousand Five Hundred Dollars and 00/100 (\$1,462,500.00), and subsequently obtained Five Hundred Thousand Dollars and 00/100 (\$500,000.00) from Florida Legislative Appropriation Funding in order to comply with the Grant’s local participation requirement; and

WHEREAS, in December 2019, the Town advertised the construction solicitation for the Grant project, and bids were received during the month of January 2020; and

WHEREAS, subsequently the Town made a request to FEMA, through FDEM for a modification and increase in the Grant amount; and

WHEREAS, the Grant modification and increase was accepted, for a total of One Million Five Hundred Fifty Five Eight Hundred Seventy Two Dollars and 00/100 (\$1,555,872.00), with a construction contingency not to exceed Two Hundred and Twenty Thousand Dollars and 00/100 (\$220,000.00) to be funded by revenues collected through the Stormwater Utility Fees for 2020/21; and

WHEREAS, the Manager urges the Council to accept the Grant project, and grant authority to the Manager, Staff and Attorney to finalize the Grant, its modification, accept and fund the Grant Project; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to accept the Grant and its modification, and to fund the Grant project.

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

Section1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section2. Accept Grant and Grant Modification. The Town Council hereby authorizes the Town Manager to accept the Federal Emergency Management Agency, Florida Division of Emergency Management, Flood Mitigation Assistance grant, attached hereto as Exhibit “A”, and modification, provided said modification is in substantially the same form as the grant, and execute such grant agreements and other contracts and documents as necessary, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

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 Federal Emergency Management Agency, Florida Division of Emergency Management, Flood Mitigation Assistance grant. The Town Clerk is hereby directed to send copies of this Resolution to any person or agency as directed by the Council of the Town of Miami Lakes.

Section 4. Authorization to pledge Storm Water Utility Fees . The Town agrees to pledge up to Two Hundred and Twenty Thousand Dollars from Storm Utility Fees for construction related to the grant.

Section 5. Execution of the Agreement. The Town Manager is authorized to execute the Agreement with Florida Division of Emergency Management on behalf of the Town.

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

***** THIS PORTION HAS BEEN LEFT PURPOSEFULLY LEFT BLANK *****

Passed and adopted this _____ day of _____ 2020

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT “A”

FDEM GRANT APPLICATION

Agreement Number: B0004

Project Number: FMA-PJ-04-FL-2017-006

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Town of Miami Lakes</u>
Sub-Recipient's unique entity identifier:	<u>65-1083493</u>
Federal Award Identification Number (FAIN):	<u>EMA-2018-FM-E001</u>
Federal Award Date:	<u>JULY 19, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru March 22, 2021</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$ 1,462,499.95</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$ 1,462,499.95</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$ 1,462,499.95</u>
Federal award project description (see FFATA):	<u>Town of Miami Lakes-Flood Mitigation Assistance Grant</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FI Division Of Emergency Management</u>
Contact information for the pass-through entity:	<u>David.McCune@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.029 Flood Mitigation Assistance</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Town of Miami Lakes, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

David McCune, Project Manager
FI Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4525
Email: David.McCune@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Alex Rey, Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
Telephone: 305-364-6100
Email: reya@miamilakes-fl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **upon execution by both parties and shall end on March 22, 2021**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,462,499.95** required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the

omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

d. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

e. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

f. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- h. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- i. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Town of Miami Lakes

By: _____

Name and Title: _____

Date: _____

FID#: 65-1083493

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded. Delete text before finalizing agreement.

Federal Program

Federal agency: Federal Emergency Management Agency: Flood Mitigation Assistance Grant
Catalog of Federal Domestic Assistance title and number: 97.029
Award amount: \$ 1,462,499.95

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:

- Acquisition of hazard prone properties
- Retrofitting of existing buildings and facilities
- Elevation of flood prone structures
- Retrofitting of existing buildings and facilities for shelters
- Mitigation Planning Project
- Localized Minor Drainage Improvement
- Intermediate Stormwater Drainage System
- Major Flood Control Drainage System
- Other projects that reduce future disaster losses

(NOTE – Technical Staff will need to DELETE ANY ELIGIBLE ACTIVITIES that do not apply to this agreement)

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects be included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to construct flood control measures to reduce or eliminate the risk of flood damage in the West Lakes Community, Town of Miami Lakes, Florida; funded through the Flood Mitigation Assistance Grant Program (FMA), **FMA-PJ-04-FL-2017-006**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Town of Miami Lakes, agrees to administer and complete the project per the scope of work and the sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance Grant Program project, the Sub-Recipient proposes to improve the drainage in the West Lakes Community, Town of Miami Lakes, Miami-Dade County, Florida 33014.

The West Lakes Drainage Improvements Phase III project includes flood mitigation activities to construct flood control measures to reduce or eliminate the risk of repetitive flood damage in the West Lakes community, benefitting 236 residential homes. The project includes drainage system installation of drainage pipes in residential road and exfiltration trenches (French Drains), connecting to the storm-water main line on NW 89th Avenue, 33018 leading to an outfall. The underground infrastructure previously installed in Phases I and II is the main system, which the project new structures and inlets will intersect, completing this drainage system. The West Lakes Drainage Improvements Phase III project encompasses four areas of priority, also referred to in the Town of Miami Lakes Storm-Water Master Plan as areas B, C, D, and E.

TASKS & DELIVERABLES:

A. Tasks

- a. The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.
The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- b. The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- i. Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and
 - ii. Letter of Completion:
 - 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 - 2. Certifying Compliance with all applicable codes;
 - iii. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological material or human remains were encountered during project activities, if so, how they were handled.
 - iv. Letter verifying that unusable equipment, debris, and material were disposed of in an approved manner and location. If any significant items (or evidence thereof) were discovered during implementation of the project, and that the Sub-applicant handled, managed, and disposed of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies.
 - v. Proof of compliance with Project Requirements and Conditions contained herein.
- c. During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested. The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly

rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation activities consist of installation of drainage pipes in residential roads and exfiltration trenches (French Drains), connecting to the storm water main line on NW 89th Avenue leading to an outfall.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering:

- a. The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- b. The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

- 3) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- c. The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-recipient's contractor shall provide immediate notice of such discoveries to the Sub-recipient. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- d. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous material and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies. Verification of compliance is required at project closeout.
- e. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the FMA and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient’s program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

BUDGET:**Funding Summary**

Federal Share:	\$1,462,499.95	(74.99999744%)
Local Share:	\$487,500.05	(25.00000256%)
Total Project Cost:	\$1,950,000.00	(100.0%)

Line Item Budget*

	Project Costs	Federal Share	Local Share
Permitting:	\$30,000.00	\$22,500.00	\$7,500.00
Mobilization:	\$153,000.00	\$114,750.00	\$38,250.00
Construction/Material:	\$1,525,018.18	\$1,143,763.58	\$381,254.60
Clearing and Grubbing:	\$16,560.00	\$12,420.00	\$4,140.00
Architectural Engineering:	\$15,001.00	\$11,250.75	\$3,750.25
Contingencies:	\$87,750.00	\$65,812.50	\$21,937.50
Project Management:	\$65,000.00	\$48,750.00	\$16,250.00
Sub-Applicant Management:	\$57,670.82	\$43,253.12	\$14,417.70
Total Project Costs:	\$1,950,000.00	\$1,462,499.95	\$487,500.05

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

SCHEDULE OF WORK:

Renewal of Permits	90 Days
Bidding/Advertising	30 Days
Contractor Bid Award	30 Days
NTP, Construction, and Substantial Complete	547 Days
Final Inspection/Closeout	30 Days
Total Period of Performance	727 Days

This is FEMA Project Number **FMA-PJ-04-FL-2017-006** funded under the Flood Mitigation Assistance Grant Program (FMA). The Period of Performance (POP) for this project shall end on **March 22, 2021**.

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
 - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
 - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Town of Miami Lakes

REMIT ADDRESS: 6601 Main Street

CITY: Miami Lakes STATE: Florida ZIP CODE: 33014

PROJECT TYPE: _____ PROJECT #: FMA-PJ_04-FL-2017-006

PROGRAM: FMA CONTRACT #: B0004

APPROVED BUDGET: _____ FEDERAL SHARE: 1,462,499.95 MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	<u>\$</u> _____
ADMINISTRATIVE COST	<u>\$</u> _____
APPROVED FOR PAYMENT	<u>\$</u> _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE	
DATE	

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MTIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Town of Miami Lakes PAYMENT #: _____
PROJECT TYPE: _____ PROJECT #: FMA-PJ_04-FL-2017-006
PROGRAM: FMA CONTRACT #: B0004

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: Town of Miami Lakes

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.

Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20____-20____ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: Town of Miami Lakes PROJECT #: FMA-PJ-04-FL-2017-006
PROJECT TYPE: _____ CONTRACT #: B0004
PROGRAM: FMA QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Town of Miami Lakes
Sub-Recipient's Name
B0004
DEM Contract Number
FMA-PJ-04-FL-2017-006
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2017-006

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 1,462,499.95

OBLIGATION/ACTION DATE: July 19, 2018

SUBAWARD DATE (if applicable): _____

DUNS#: 028311178

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____
PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____
DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Project Scope of Work goes here _____

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
- Yes ☐ No ☐

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Recommendation to Award a Contract for the West Lakes Drainage and Roadway Improvements Project RFP No. 2020-11

Date: July 14, 2020

Recommendation:

It is recommended that the Town Manager award a contract to RG Underground Engineering (“RG”), the highest ranked proposer, for the West Lakes Drainage and Roadway Improvements Project in an amount not to exceed \$2,097,197.50. This amount includes RG’s amount of \$1,997,197.50 and a contingency amount of \$100,000, approximately 5%, for unforeseen circumstances. Construction is anticipated to be completed within 330 days after contract execution. This Project is funded through the Department of Environmental Protection (“DEP”) and the Flood Mitigation Assistance (“FMA”) Grant Program as approved by the Florida Division of Emergency Management Division and Federal Emergency Management Agency (“FEMA”).

Project Scope:

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for road and drainage improvements in the West Lakes area, which includes, but is not limited to, drainage system installation, milling and resurfacing, thermoplastic pavement markings, and site restoration.

Background

The Stormwater Master Plan identified the West Lakes area as a priority for stormwater improvements. The Project consists of constructing approximately 2,063 linear feet of drainage pipe and 6,790 linear feet of exfiltration trenches (French Drains), connecting to the stormwater main line on NW 89th Avenue leading to an outfall. The Project will consist of drainage improvements, site restoration and asphalt resurfacing of the existing roadway surfaces impacted by the drainage improvements to increase drainage capacity, reduce localized flooding, improve stormwater runoff, and mitigate local mosquito populations.

The Town issued Request for Proposals (“RFP”) 2020-11 for West Lakes Drainage and Roadway Improvements Project on December 20, 2019. The RFP was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Proposers were required to:

1. Possess a current certified license as a General Engineering Contractor from the State of Florida, a Certificate of Competency from the Miami-Dade County’s Construction Trades Qualifying Board as a General Engineering Contract, or as a Specialty Engineering Contractor under which the work can be performed;
2. Have been in business for a minimum of five (5) years;
3. Provide at least three (3) verifiable client references demonstrating the successful completion of at least three (3) drainage improvement projects within the last five (5) years, where the value of each project exceeded \$1,000,000; and
4. Be capable of performing at least thirty percent (30%) of the Work required.

On the date of the proposal deadline, January 24, 2020, we received thirteen (13) proposals from the following Proposers:

1. Acosta Tractors (“Acosta”)
2. American Pipeline Construction, LLC (“American Pipeline”)
3. C&I Construction and Design, Inc. (“C&I”)
4. Continental Construction USA, LLC (“Continental”)
5. Florida Engineering and Development Corp. (“Florida Engineering”)
6. GPE Engineering & General Contractor Corp. (“GPE”)
7. H&R Paving, Inc. (“H&R”)
8. Luna Development Corp. (“Luna”)
9. Marcdan, Inc. (“Marcdan”)
10. Metro Express, Inc. (“Metro”)
11. RG Underground Engineering, Inc. (“RG”)
12. Southeastern Engineering Contractors, Inc. (“Southeastern”)
13. Stanford Construction Co. (“Stanford”)

An Evaluation Committee was appointed, comprised of the following members:

1. Carlos Acosta, Public Works Director, Town of Miami Lakes
2. Daniel Angel, Parks and Recreation Director, Town of Miami Lakes
3. Jose Santiago, Engineer on Record, Marlin Engineering, Inc.
4. Dario Martinez, General Services Manager, Town of Miami Lakes

Procurement performed a due diligence review of the proposals for responsiveness and found that Continental submitted a non-responsive proposal. Continental did not meet minimum requirement #2, which required proposers to have been in business for a minimum of five (5) years. Review of the remaining proposals did not reveal any material defects in the proposals, nor in the Proposers’ qualifications. Each Proposer has been in business for more than five (5) years, they are appropriately licensed to do the work, provided at least three (3) client references demonstrating the successful completion of at least three (3) drainage improvements projects with the last five (5) years, where the value of each project exceeded \$1,000,000, and are capable of performing at least thirty percent (30%) of the Work required. Procurement did not find any issues that would indicate any Proposer was incapable of performing the Work.

The Evaluation Committee was provided the responsive proposals and met on February 20, 2020, to evaluate and rank the proposals. At the conclusion of this meeting, the Evaluation Committee moved to establish the following ranking:

1. RG Underground Engineering, Inc. (“RG”) – 2243.64 pts
2. Acosta Tractors (“Acosta”) – 2150.12 pts
3. Florida Engineering and Development Corp. (“Florida Engineering”) – 2004.08 pts
4. Metro Express, Inc. (“Metro”) – 1981.48 pts
5. Marcdan, Inc. (“Marcdan”) – 1870 pts
6. Southeastern Engineering Contractors, Inc. (“Southeastern”) – 1835.92 pts
7. American Pipeline Construction, LLC (“American Pipeline”) – 1796.26 pts
8. GPE Engineering & General Contractor Corp. (“GPE”) – 1763.8 pts
9. C&I Construction and Design, Inc. (“C&I”) – 1565.92 pts
10. Stanford Construction Co. (“Stanford”) – 1559.6 pts
11. Luna Development Corp. (“Luna”) – 1533.28 pts
12. H&R Paving, Inc. (“H&R”) – 1226.66

RG Underground Engineering was the primary contractor on the Town’s Royal Oaks Drainage and Roadway Improvements Project and performed the project successfully and on time.

Based on the Evaluation Committee’s established ranking, it is recommended that the Town Manager proceed to award a contract to RG Underground Engineering, Inc. in an amount not to exceed \$2,097,197.50. In the event an agreement cannot be reached with the top-ranked Proposer, it is further recommended that the Town Manager terminate negotiations, and instead, proceed with negotiations with Acosta Tractors, the next highest-ranked Proposer.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2020-11, WEST LAKES DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT TO RG UNDERGROUND ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$2,097,197.50; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5(b) of the Town’s Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued a Request for Proposals (“RFP”) No. 2020-11 on December 20, 2020, for the West Lakes Drainage and Roadway Improvements Project; and

WHEREAS, the RFP was properly advertised in the Miami Daily Business Review, posted on the Town Website, Demand Star, and Public Purchase, and noticed in the Town Hall lobby; and

WHEREAS, the Town received thirteen (13) proposals by the proposal deadline, of which twelve (12) were deemed responsive; and

WHEREAS, an Evaluation Committee (“Committee”) was appointed comprised of the following individuals: Carlos Acosta, Daniel Angel, Jose Santiago, and Dario Martinez; and

WHEREAS, the Committee met on February 20, 2020 to evaluate the responsive proposals and established a ranking based on the evaluation criteria provided for in the solicitation; and

WHEREAS, in accordance with the established ranking, the Committee recommended awarding a contract to RG Underground Engineering, Inc. ("RG"), the highest-ranked proposal for construction services for the West Lakes Drainage and Roadway Improvements Project; and

WHEREAS, the Town Manager concurs with the Committee's findings and recommends the approval of a contract with RG for construction services for the West Lakes Drainage and Roadway Improvements Project in an amount not to exceed \$2,097,197.50, which includes RG's proposal price of 1,997,197.50 and a contingency amount of \$100,000 for unforeseen circumstances; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with RG for construction services for the West Lakes Drainage and Roadway Improvements Project in an amount to exceed \$2,097,197.50.

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

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

Section 2. **Approval of the Contract.** The Town Council hereby approves the award of a contract to RG in substantially the form attached hereto as Exhibit "A" for construction services for the West Lakes Drainage and Roadway Improvements Project in an amount not to exceed \$2,097,197.50 (hereinafter referred to as "Contract").

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

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

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract with RG in an amount not to exceed \$2,097,197.50 and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2020.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
RG Underground Engineering, Inc.
for
West Lakes Drainage and Roadway Improvements Project, RFP
2020-11

CONTRACT FOR
WEST LAKES DRAINAGE AND ROADWAY
IMPROVEMENTS PROJECT

2020-11



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Luis Collazo
Councilmember Joshua Dieguez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

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THIS AGREEMENT is entered into as of the execution date first written below ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor," having a principal office at _____.

RECITALS

WHEREAS the Town of Miami Lakes issued RFP 2020-11 for West Lakes Drainage and Roadway Improvements Project on December 20, 2019; and

WHEREAS, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

WHEREAS, the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

WHEREAS, the Town has requested the Contractor to provide security guard services ("Services"); and

WHEREAS, the Contractor has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

SECTION 1. GENERAL TERMS & CONDITIONS

1.01 DEFINITIONS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid/Proposal/Submittal** means any offer, documents the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completed Projects** means that the applicable regulatory authority has issued a Certificate of Completion.
7. **Completion Time** means the number of calendar days specified for Final Completion of the Project.

8. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
9. **Construction Change Directive** means a written directive to effect changes to the Work issued by the Consultant or the Project Manager that may affect the Contract price or time.
10. **Construction Schedule** means a schedule, as defined and required by the Contract Documents.
11. **Construction Work** means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. This term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
12. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
13. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
14. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
15. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
16. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
17. **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.
18. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
19. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
20. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
21. **Federally Assisted Construction Contract** means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, of guarantee, or

- any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
22. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
 23. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
 24. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
 25. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
 26. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
 27. **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.
 28. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
 29. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
 30. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
 31. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
 32. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
 33. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
 34. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
 35. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

36. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

1.02 GENERAL REQUIREMENTS

1.02-1 GENERALLY

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

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

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

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

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

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

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

1.02-2 RULES AND REGULATIONS

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

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

1.02-3 HOURS FOR PERFORMING WORK

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

1.02-4 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the

Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

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

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

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

1.02-5 CONSULTANT SERVICES

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

1.02-6 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to

ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

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

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

1.02-7 INDEPENDENT CONTRACTOR

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

1.02-8 THIRD-PARTY BENEFICIARIES

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

1.02-9 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

1.02-10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

1.02-11 APPLICABLE LAW AND VENUE OF LITIGATION

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

1.02-12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

1.02-13 SEVERABILITY

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

1.02-14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

1.02-15 ENTIRE AGREEMENT

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

1.02-16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or

codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.02-17 PRIORITY OF PROVISIONS

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

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

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

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

1.02-18 ROYALTIES AND PATENTS

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

1.02-19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

1.02-20 VEHICLES & EQUIPMENT

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

1.02-21 SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

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

1.02-22 OWNERSHIP OF THE WORK

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

1.02-23 TOWN LICENSES, PERMITS AND FEES

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

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

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

1.02-24 TAXES

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

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

1.02-25 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

1.02-26 DEFECTIVE OR NON-COMPLIANT WORK

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

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate

action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

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

1.02-27 COMPLIANCE WITH APPLICABLE LAWS

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

1.02-28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with , litigation with a subcontractor or vendor as a result of such direction the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

1.02-29 NOTICES

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

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@gastesi.com

For Contractor:

Ricardo Gonzalez
President
RG Underground Engineering, Inc.
14375 SW 120 St. Unit 104
Miami, FL 33186
Office@rgunderground.com

Space intentionally left blank

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

1.03 INDEMNITY & INSURANCE

1.03-1 INDEMNIFICATION

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

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

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

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

1.03-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

1.03-3 DEFENSE OF CLAIMS

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

1.03-4 INSURANCE

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

Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

b. Comprehensive Business Automobile and Vehicle Liability Insurance:

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

c. Commercial General Liability ("CGL"):

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

- (i) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(ii) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(iii) CGL Required Endorsements:

- (1st) Employees included as insured
- (2nd) Contingent Liability/Independent Contractors Coverage
- (3rd) Contractual Liability
- (4th) Waiver of Subrogation
- (5th) Premises and/or Operations
- (6th) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- (7th) Loading and Unloading
- (8th) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

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

e. Additional Insured

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

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

1.04 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the Town, Contractor, or any other party pertaining to any matter resulting from the Contract.

1.05 PROGRAM FRAUD AND FALSE OR FAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

1.06 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA Financial Assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.07 DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

1.08 PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/cpg/. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.09 BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connect with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.10 DEBARMENT AND SUSPENSION

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (define at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency service as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract to may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.11 PUBLIC RECORDS

1.11-1 ACCESS, REVIEW AND RELEASE OF RECORDS

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

The Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

f. Public Records

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

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

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all

public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

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

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

1.12 CONTRACT MODIFICATION AND DISPUTE PROCESS

1.12-1 CHANGE ORDERS

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

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

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

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

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

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

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

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

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

1.12-2 FORCE MAJEURE

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

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

1.12-3 EXTENSION OF TIME

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

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

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

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

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

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

1.12-4 EXCUSABLE DELAY, NON-COMPENSABLE

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

1.12-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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

Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

1.12-6 CONTINUING THE WORK

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

1.12-7 FRAUD AND MISREPRESENTATION

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

1.12-8 STOP WORK ORDER

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

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

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

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

1.12-9 MATERIALITY AND WAIVER OF BREACH

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

1.12-10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

1.13 EARLY TERMINATION & DEFAULT

1.13-1 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

1.13-2 CONTRACTOR DEFAULT

a. Event of Default

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

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;

4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

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

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

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

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

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

1.13-3 TERMINATION FOR CONVENIENCE

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

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

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;

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

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

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

1.13-4 REMEDIES AVAILABLE TO THE TOWN

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

1.13-5 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.

1.14 PAYMENT PROCESS

1.14-1 COMPENSATION

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

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

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

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

reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the in Exhibit A, Fee Schedule, attached hereto.

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

1.14-2 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

1.14-3 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

1.14-4 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

1.14-5 ADDITIONAL LINE ITEM PRICING

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

1.14-6 REIMBURSIBLE EXPENSES

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

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in

the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

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

END OF SECTION

DRAFT

SECTION 2. SPECIAL TERMS & CONDITIONS

2.01 OVERVIEW

The Stormwater Master Plan identified the West Lakes area as a priority for stormwater improvements. The Project consists of constructing approximately 1,500 linear feet of drainage pipe and 4,100 linear feet of exfiltration trenches (French Drains), connecting to the stormwater main line on NW 89th Avenue leading to an outfall. The Project will also consist of performing restoration and asphalt resurfacing of the existing roadway surfaces impacted by the drainage improvements to increase drainage capacity, reduce localized flooding, improve stormwater runoff, and mitigate local mosquito populations. The Project encompasses four (4) areas of priority, also referred to in the Town of Miami Lakes Stormwater Master Plan as Areas B, C, D, and E. See Section B3 for Project Location.

This project is funded through the Department of Environmental Protection (DEP) and the Flood Mitigation Assistance (FMA) Grant Program as approved by the Florida Division of Emergency Management Division and Federal Emergency Management Agency (FEMA).

The Town is seeking a qualified, experienced, and licensed contractor to perform the Work identified in Section B2 below, in accordance with the plans, specifications, and Contract included as part of this RFP.

The selected contractor shall have the right combination of price, qualifications, and experience to help ensure that the Projects are completed on time, within budget, and according to the plans and specifications herein, with a minimum number of issues and change orders. The awarded contractor will be governed by the Town's terms, conditions and agreement, as well as the Flood Mitigation Assistance Grant Program statutes and regulations and all work must be done in accordance with all exhibits and attachments.

2.02 SCOPE OF WORK

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for road improvements including drainage system installation, milling and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete) mailbox, street signs, etc.] as detailed in the plans and specifications attached hereto as Exhibit B.

2.03 PROJECT LOCATION

The Project is generally located in the West Lakes community in the southwest section of the Town and is split into four (4) areas. Area B is located at NW 146th Lane and NW 147th Lane from 89th Avenue to 87th Avenue. Area C is located at NW 149th Terrace from NW 92nd Avenue to NW 89th Avenue. Area D is located at NW 148th Terrace from NW 92nd Avenue to NW 87th Avenue. Area E is located at NW 148th Street from NW 92nd Avenue to NW 89th Avenue. See Exhibit B for further details.

2.04 CONTRACT TERM

This Agreement will be effective upon execution by both parties and will continue until the expiration of the warranties.

The Contractor shall obtain Substantial Completion of the Work within three hundred (300) days of the Notice to Proceed being issued by the Town. Final Completion must obtain Final Completion within thirty (30) days after obtaining Substantial Completion. The Contract shall remain in effect until the expiration of the Warranty period(s).

2.05 BOND REQUIREMENTS

2.05-1 PERFORMANCE/PAYMENT BOND

Contractor must within fourteen (14) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

The Performance and Payment Bonds ("Bonds") must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond must be conditioned that Contractor will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide Town with evidence of such recording.

Alternate Form of Security:

In lieu of the Bonds, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one year after completion and acceptance of the Work.

2.05-2 SURETY QUALIFICATIONS

Each required Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety must provide Town with evidence satisfactory to Town, that such excess risk has been protected in an acceptable manner.

The Town will accept a surety bond from a company with a rating of "B+" or better and a Financial Size Category of "Class II", provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the Town will review and either accept or reject the surety company based on the financial information available to the Town. A surety company that is rejected by the Town may be substituted by the Bidder with a surety company acceptable to the Town, only if the Bid amount does not increase.

2.06 PRELIMINARY STEPS

2.06-1 CONTRACTOR'S PRE-START REPRESENTATION

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

2.06-2 PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after Contractor execution of the Contract by the Town, and before any Work is performed at the Project site, a pre-construction conference will be held. Prior to this meeting the Contractor should have submitted its Project Schedule and Schedule of Values, so they and other details of the project can be discussed.

2.06-3 PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the two (2) week period. The look-ahead schedule must be provided to the Project Manager and Consultant every other Thursday prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

2.06-4 SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with

the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.

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

2.06-5 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

2.06-6 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Project Manager.

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

The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Project Manager will authorize the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

No parking is permitted in the Staging Site without the prior written approval of the Project Manager.

2.06-7 PROJECT SIGNAGE

Contractor must furnish and install two (2) Project sign at the Project Site in accordance with the requirements provided by the Project Manager.

2.06-8 COORDINATION WITH TOWN RESIDENTS

Contractor will, be responsible to provide written notification to the Town residents impacted by the Work at least seven (7) days prior to the commencement of the Work. Notification shall be made using a flyer, in a format acceptable to the Project Manager, and must be delivered by mail or by personal delivery. Contractor must maintain a record of the date(s) of notification and provide such information to the Project Manager. Contractor must not commence Work until notification to residents is provided in a manner acceptable to the Town. Contractor must also coordinate with the residents all Work that impacts residents' driveway approaches. Additionally, the Contractor may be required to attend resident informational meetings.

2.07 INSPECTION OF THE WORK

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

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

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

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

2.08 UNCOVERING FINISHED WORK

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

2.09 SITE ISSUES

2.09-1 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of

materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

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

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

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

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

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

2.09-2 METHOD OF PERFORMING THE WORK

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

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

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

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

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

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

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

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

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

2.09-3 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, must, within twenty-four (24) hours of its discovery, notify the Project Manager and/or Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant must, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified

by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant will recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment will be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

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

2.09-4 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

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

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

2.09-5 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

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

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

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

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

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any

required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

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

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

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

2.09-6 ACCESS TO WATER AND UTILITIES

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

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

2.09-7 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 or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

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

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

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

2.09-8 ACCESS TO THE PROJECT SITE(S)

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

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

2.09-9 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

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

2.09-10 SANITARY PROVISIONS

The Contractor must provide on-site all necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in its employ. Contractor must be kept in a clean and sanitary condition and must comply with the requirements and regulations of the public authorities having jurisdiction. Contractor must commit no public nuisance. Sanitary facilities must be removed by the Contractor at its own expense upon completion of the Work, and the premises must be left clean.

2.09-11 MAINTENANCE OF TRAFFIC

Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times.

Prior to commencement of the Work Contractor must provide the Project Manager the proposed MOT plan for review. The Project Manager may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks.

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

2.09-12 WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines either aerial, surface or subsurface, etc., must be done in accordance with requirements of the Contract Documents or, if not mentioned, must be restored to their original condition or better. All Work performed is subject to the approval of the Project Manager.

2.09-13 HURRICANE PREPAREDNESS

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

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

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

2.10 SAFETY ISSUES

2.10-1 SAFETY PRECAUTIONS

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

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

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

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

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

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

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

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

2.10-2 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA), Where a Project requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and be potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

2.10-3 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. Seq and pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the (name of the state agency) and understands and agrees that the (name of the state agency) will, in turn, report each violation as required to assure notification the Town, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$100,00 financed in whole or in part with Federal assistance provided by FEMA.

2.10-4 COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference in this Contract.
- (2) Subcontractor. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- (3) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and Subcontractor as provided in 29 C.F.R. § 512.

2.10-5 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.10-6 MATERIAL SAFETY DATA SHEETS

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

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
 - a. The potential for fire, explosion, corrosion, and reaction;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
 - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

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

2.11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

2.11-1 COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Overtime Requirements. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability of unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any

Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guard, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 (ten dollars) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Town shall, upon its own action or upon written request of an authorize representative of the Department of Labor, withhold cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2.12 PLANS, DOCUMENTS, & RECORDS

2.12-1 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, & DATA

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

2.12-2 SHOP DRAWINGS AND SUBMITTALS

Contractor is required to submit shop drawings, sketches, samples or product data as required by the Contract Documents.

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

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

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

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

2.12-3 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS, & INSTRUCTIONS

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

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

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

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

2.12-4 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
4. Field changes in dimensions and details.
5. Changes made by Project Manager's or Consultant's written instructions or by Change Order.
6. Details not on original Contract Drawings.
7. Equipment, conduit, electrical panel locations.
8. Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
2. Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

2.12-5 RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

2.13 CONTRACTOR RESPONSIBILITIES

2.13-1 LABOR & MATERIALS

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

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

Minimal Disturbance

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

2.13-2 SUPERVISIONS OF THE WORK

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

Contractor must have a competent English-speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

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

2.13-3 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

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

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submit a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article B9.01.

Conditional Release of Liens are not accepted by the Town.

2.13-4 PROGRESS PAYMENTS

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project Schedule as required by Article B2.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

Ten percent (10%) of all monies earned by Contractor shall be retained by Town until Final Acceptance by the Town. Any interest earned on retainage shall accrue to the benefit of Town. All requests for retainage reduction shall be in writing in a separate stand-alone document.

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

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

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

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

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

2.13-5 RETAINAGE & RELEASE

Subsequent to the Project Manager determining that fifty (50%) percent of the Work has been completed the Contractor may submit a separate invoice requesting the release of 5% of the retainage withheld and submit a written request that future retainage be reduced to 5%. The Town at its sole discretion may determine that the request for release or reduction of the retainage should not occur.

Subsequent to Final Completion of the Project the Contractor may submit a separate invoice for the release of the retainage. The Town may withhold payment or any portion thereof to offset any fees or costs owed to the Town

2.13-6 OWNERSHIP OF THE WORK

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

2.14 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the timeframe set forth in the Contract for Substantial Completion, the Contractor must pay to the Town one thousand dollars (\$1,000) for each and every calendar day of Unexcused Delay, which is hereby agreed upon not as a penalty but as liquidated damages. In the event of a delay in completion beyond the timeframe set forth in the Contract for Final Completion, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred dollars (\$500) per calendar day, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

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

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

2.15 REQUESTS FOR INFORMATION

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

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of

the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

2.16 WARRANTY

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

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

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

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

2.17 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

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

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be

identified on this form and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

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

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

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

2.18 ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

2.19 NPDES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at

<http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

SIGNATURE PAGE FOLLOWS

DRAFT

CONTRACT EXECUTION FORM

This Contract **2020-11** made this ____ day of _____ in the year **20**__ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and RG Underground Engineering, Inc.

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

AS TO CONTRACTOR:

Contractor's Name

By: _____

By: _____

Name: _____

Title: _____

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

FORM OF PERFORMANCE BOND (Page 1 of 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, No. **2019-19**, awarded the _____ day of _____, **20**____, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for Royal Oaks Drainage and Roadway Improvements Phases I & II, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor is, and declared by Town to be, in default under the Contract, and the Town having performed Town obligations hereunder, the Surety must promptly remedy the default, or must promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

FORM OF PERFORMANCE BOND (Page 2 of 2)

4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, means the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action will accrue on this bond to or for the use of any person or corporation other than Town, as named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

Contractor

WITNESSES:

(Name of Corporation)

Secretary

By: _____

(Signature)

(CORPORATE SEAL)

(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____

Agent and Attorney-in-Fact

Address: _____

(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM OF PAYMENT BOND (Page 1 of 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract No. 2019-19**, for the **Royal Oaks Drainage and Roadway Improvements Phases I & II**, awarded the _____ day of _____, 20____, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION WILL BE VOID; OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

FORM OF PAYMENT BOND (Page 2 of 2)

2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

(Secretary)

(Corporate Seal)

IN THE PRESENCE OF:

Contractor

(Name of Corporation)

By: _____
(Signature)

(Print Name and Title)

____ day of _____, 20____.

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

**Exhibit “A”
Fee Schedule**



RG UNDERGROUND ENGINEERING, INC

14375 SW 120 ST

SUITE 104 MIAMI, FL 33186

PH: (305) 386-6293

FAX: (305) 386-5241

OFFICE@RGUNDERGROUND.COM

RFP 2020-11

WEST LAKES DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT

BID: 1/24/2020

PRICE COMPONENT- PART B

RFP 2019-31
Price Proposal
West Lakes Drainage and Roadway Improvements Project
Form PP

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and profession expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement.

The cost of construction stated below includes all costs to complete the work under the RFP and Contract except for the cost of permits, which shall be paid as a reimbursable expense from an allowance account established by the Town.

Total Price Proposal Amount: \$ 2,196,917.25

Subcontractor Breakdown of the Price Proposal

The following information shall be provided for all of the Subcontractors listed under Exhibit 6, Subcontractor Utilization Form. This form is to include all tiers of Subcontractors. The Tier column is to be used to identify if they are a 1st, 2nd, 3rd etc. tier and who they are the sub-tier for if it is not the Successful Proposer. Add additional pages if required.

Name of Business	Value of the Work
<i>C & R Milling & Paving Inc</i>	\$156,000.00
<i>H & J Asphalt, INC.</i>	\$143,000.00
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 Company Name: RG Underground Engineering, Inc

Signatory's Name: Ricardo Gonzalez

Signatory's Title: President

Signatory's Signature: _____

NOTE: This Form is to be submitted in a separate sealed envelope.

West Lakes Drainage and Roadway Improvements Project
Sub-basins B, C, D, and E
RFP 2020-11
Form PS (Bid Form)

PAY ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL
ITEM-1	MOBILIZATION	LS	1.00	\$ 68,000.00	\$ 68,000.00
ITEM-2	MAINTENANCE OF TRAFFIC	LS	1.00	\$ 20,000.00	\$ 20,000.00
ITEM-3	SEDIMENT BARRIER	LF	13,275.00	\$ 1.00	\$ 13,275.00
ITEM-4	INLET PROTECTION SYSTEM	EA	101.00	\$ 40.00	\$ 4,040.00
ITEM-5	FRENCH DRAIN, 18"	LF	6,790.00	\$ 95.50	\$ 648,445.00
ITEM-6	PIPE CULVERT, HDPE, ROUND, 15"SD	LF	617.00	\$ 69.00	\$ 42,573.00
ITEM-7	PIPE CULVERT, HDPE, ROUND, 18"SD	LF	615.00	\$ 72.50	\$ 44,587.50
ITEM-8	PIPE CULVERT, DIP, ROUND, 18" SD	LF	613.00	\$ 127.00	\$ 77,851.00
ITEM-9	PIPE CULVERT, HDPE, ROUND, 24" SD	LF	198.00	\$ 90.00	\$ 17,820.00
ITEM-10	PIPE CULVERT, HDPE, ROUND, 30" SD	LF	20.00	\$ 112.00	\$ 2,240.00
ITEM-11	INLETS (MIAMI-DADE SD 2.2 & 2.3)	EA	40.00	\$ 2,930.00	\$ 117,200.00
ITEM-12	CORE DRILL (MODIFY) EXISTING STRUCTURE	EA	44.00	\$ 600.00	\$ 26,400.00
ITEM-13	MANHOLES, P-7, <10'	EA	65.00	\$ 3,690.00	\$ 239,850.00
ITEM-14	MANHOLES, J-7, <10'	EA	5.00	\$ 7,650.00	\$ 38,250.00
ITEM-15	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	14,115.50	\$ 2.90	\$ 40,934.95
ITEM-16	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG-76-22, 1"	TN	1,268.80	\$ 160.00	\$ 203,008.00
ITEM-17	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, 2"	TN	984.80	\$ 132.00	\$ 129,993.60
ITEM-18	TYPE B STABILIZATION	SY	8,953.00	\$ 2.75	\$ 24,620.75
ITEM-19	LIMEROCK BASE COURSE, 8" THICK (PRIMED)	SY	8,953.00	\$ 20.00	\$ 179,060.00
ITEM-20	CLEARING & GRUBBING	AC	0.11	\$ 82,000.00	\$ 9,020.00
ITEM-21	VALLEY GUTTER-CONCRETE (INCLUDE SAW-CUT)	LF	595.00	\$ 40.00	\$ 23,800.00
ITEM-22	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	474.00	\$ 6.15	\$ 2,915.10
ITEM-23	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	204.00	\$ 5.15	\$ 1,050.60
ITEM-24	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	1,012.00	\$ 3.35	\$ 3,390.20
ITEM-25	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	250.00	\$ 1.65	\$ 412.50
ITEM-26	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	LF	254.00	\$ 3.40	\$ 863.60
ITEM-27	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	4,222.00	\$ 1.65	\$ 6,966.30
ITEM-28	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6.00	\$ 135.00	\$ 810.00
ITEM-29	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	474.00	\$ 2.80	\$ 1,327.20
ITEM-30	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	204.00	\$ 2.25	\$ 459.00
ITEM-31	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	1,012.00	\$ 1.50	\$ 1,518.00
ITEM-32	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	LF	250.00	\$ 0.65	\$ 162.50
ITEM-33	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP 6", 10-30 OR 3-9 SKIP,	LF	254.00	\$ 1.35	\$ 342.90
ITEM-34	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LF	4,222.00	\$ 0.65	\$ 2,744.30
ITEM-35	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW	EA	6.00	\$ 75.00	\$ 450.00
ITEM-36	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	262.00	\$ 10.75	\$ 2,816.50
			SUB-TOTAL		\$ 1,997,197.50
			CONTINGENCY (10%)		\$ 199,719.75
			GRAND TOTAL		\$ 2,196,917.25

Certification – Trench Safety Act

The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and Subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
trench box	LF	6,790	1.00	1.00	trench box

Total \$ \$6,790.00

The Bidder/Proposer shall acknowledge this Bid and certifies to the above stated IV by signing and completing the spaces provided below.

Firm's Name: RG Underground Engineering, Inc

Signature: _____

Printed Name/Title: Ricardo Gonzalez / President

City/State/Zip: Miami, FL 33186

Telephone No.: 305-386-6293

E-Mail Address: office@rgunderground.com

Exhibit “B”
Plans and Specifications



TOWN OF MIAMI LAKES

WEST LAKES

DRAINAGE IMPROVEMENTS

SUB-BASINS B, C, D AND E



UTILITY PROVIDERS

MIAMI DADE WATER & SEWER:

Miami-Dade Water & Sewer Department
3575 South LeJuene Road
Miami, FL 33146
Contact: Mr. Lazaro Guerra
Phone: (786) 268-5273

POWER:

Florida Power and Light
6195 NW 82nd Avenue
Miami, FL 33166
Contact: Ms. Karessa Jackson
Phone: (305) 626-7692

TELEPHONE:

AT&T/ Distribution
9101 SW 24th ST 1st Floor
Miami, FL33165
Contact: Mr. Jose Suarez
Phone: (305) 222-8247

STORM DRAINAGE PERMITTING:

Miami-Dade County Department of
Environmental Resources Management
701 NW 1st Court
Miami, FL 33166
Phone: (305) 372-6789

GAS:

Florida City Gas
955 E 25th ST
Hialeah, FL 33013
Contact: Ms. Maria Lopez
Phone: (786) 332-8913

DESIGN TEAM

CIVIL ENGINEER:

Marlin Engineering, Inc.
1700 NW 66th Avenue, Suite 106
Plantation, FL 33313
Phone: (954) 870-5070

SURVEYOR:

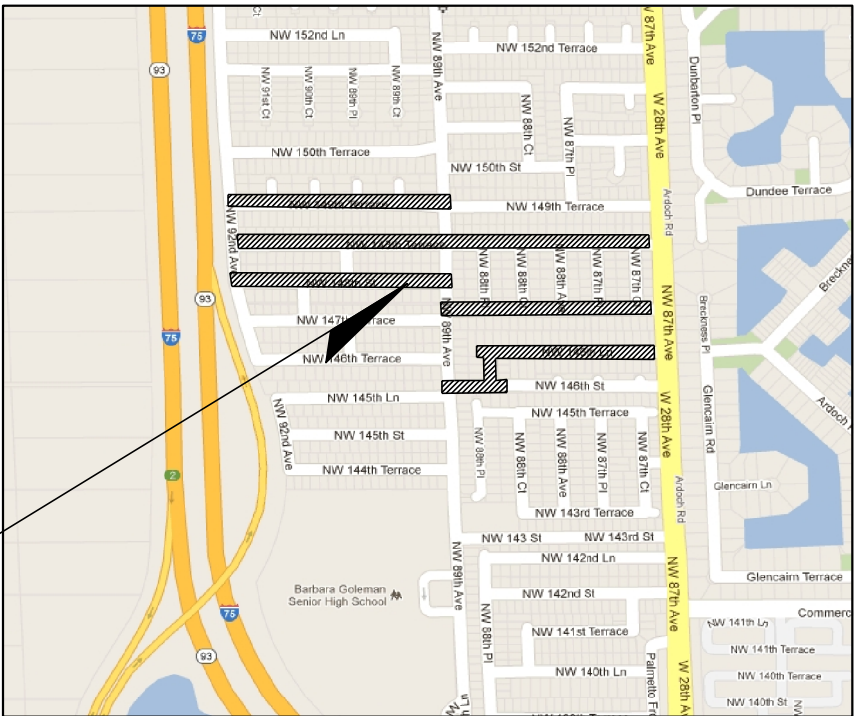
Marlin Engineering, Inc.
15802 SW 200th Street
Miami FL 33187
Phone: (305) 477-7575

OWNER:

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Phone: (305) 364-6100
Fax: (305) 558-8511

GEOTECHNICAL ENGINEER:

Oracio Riccobono, P.E.
5795-A NW 151st street
Miami Lakes, FL 33014
Phone: (305) 828-4367
Fax: (305) 828-4235



LOCATION MAP

INDEX OF SHEETS

SHEET #	SHEET TITLE
C-100	COVER SHEET
C-200 TO C-201	GENERAL NOTES AND TABULATION OF QUANTITIES
C-300	PROJECT LAYOUT
C-301 TO C-306	DRAINAGE PLAN
C-307 TO C-309	ROADWAY AND DRAINAGE DETAILS
C-400 TO C-405	PAVING PLAN
C-500 TO C-505	SIGNING AND PAVEMENT MARKING PLAN
C-600	TRAFFIC CONTROL PLAN GENERAL NOTES
C-700	EROSION AND SEDIMENT CONTROL NOTE
C-701 TO C-706	EROSION AND SEDIMENT CONTROL PLAN
C-707	EROSION AND SEDIMENT CONTROL DETAIL

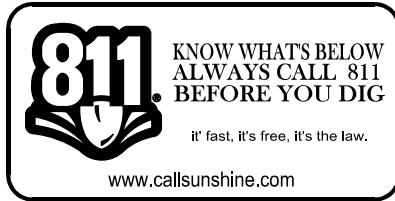
COMMUNITY OFFICIALS

Manny Cid, Mayor

Nelson Rodriguez, Vice-Mayor
Luis Collazo, Councilmember
Marilyn Ruano, Councilmember

Jeffrey Rodriguez, Councilmember
Josh Dieguez, Councilmember
Carlos O. Alvarez, Councilmember

Edward Piderman, Town Manager



THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY
REPRODUCTION. THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA

REVISIONS						MARLIN ENGINEERING INC.	NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	COVER SHEET	SHEET NUMBER C-100
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY						
						MARLIN ENGINEERING INC. 1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248 Jose Santiago, P.E. No. 60248	DESIGNED BY				
							DRAWN BY				
							CHECKED BY				

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE LATEST STANDARDS, CODES AND SPECIFICATIONS OF THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT, FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA BUILDING CODE, CURRENT EDITION.
2. THE LOCATION OF EXISTING RIGHT-OF-WAY LINES, CENTERLINES, ROADWAY PAVEMENT, UTILITIES, TREES AND OTHER PHYSICAL ABOVE-GROUND FEATURES SHOWN ON THE PLANS WERE TAKEN FROM THE SPECIFIC PURPOSE SURVEYS PREPARED BY:
MARLIN ENGINEERING, INC.
1700 NW 68TH AVE SUITE 106
PLANTATION, FLORIDA 33313
TEL: (954) 870-5070
3. ALL STATIONS AND OFFSETS ARE REFERENCED TO BASELINE/CENTERLINE OF CONSTRUCTION. ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM, N.G.V.D., 1929.
4. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.
5. ANY NGVD - 1929 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, NOTIFY: GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE SECTION N/CG-162
6001 EXECUTIVE BLVD
ROCKVILLE, MARYLAND 20852
TEL: (301) 443-8319
6. EXISTING LAND MARKERS WITHIN LIMITS OF CONSTRUCTION SHALL BE REFERENCED IF DISTURBED BY THE CONTRACTOR'S SURVEY PARTY UNDER THE DIRECTION OF A FLORIDA REGISTERED LAND SURVEYOR.
7. ITEMS IN CONFLICT WITH DESIGN SUCH AS EXISTING CURBS AND GUTTERS, SIDEWALKS, DRAINAGE STRUCTURES AND PIPES, EXFILTRATION TRENCH, PAVEMENT AND BASE AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.
8. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD PLANS INDEX SERIES 102 AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS. PEDESTRIAN AND VEHICULAR TRAFFIC SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
9. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE SITE CONDITIONS OF THE PROJECT AND FULLY SATISFY HIMSELF OF BOTH THE SURFACE AND SUBSURFACE CONDITIONS AND BASE HIS PRICING ACCORDINGLY. GEOTECHNICAL REPORT IS IN THE CONTRACT DOCUMENTS.
10. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES BY THE CONTRACTOR AFTER IDENTIFICATION OF CONFLICT. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.
11. THE CONTRACTOR SHALL CALL SUNSHINE (1-800-432-4770) FOR FIELD LOCATIONS 48 HOURS BEFORE DIGGING NEAR UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH HE FAILS TO REQUEST LOCATIONS. HE/SHE IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
12. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING FACILITIES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF FIELD SURVEY. THE CONTRACTOR SHALL CONFIRM THE ELEVATIONS, AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL WORK AS NEEDED TO AVOID CONFLICT WITH EXISTING UTILITIES (NO ADDITIONAL COST SHALL BE PAID FOR THIS WORK). EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER.
13. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
15. ALL DITCH EXCAVATION SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT.
16. CONTRACTOR SHALL PRESERVE ALL STREET SIGNS, PARKING METERS, BENCHES, TRAFFIC CONTROL SIGNS, LANDSCAPING, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL OR DELIVERY SAID PUBLIC PROPERTY TO THE TOWN.

- THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL EQUIPMENT SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL OR DURING THE FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND PROVIDED AT NO ADDITIONAL COST TO THE OWNER.
18. THE CONTRACTOR SHALL COORDINATE WITH UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC., AS NECESSARY TO COMPLETE THE WORK.
19. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.
20. INSTALLATION OF ALL STORM SEWERS, INLETS, MANHOLES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS, FDOT OR AS INDICATED ON THE DRAWINGS.
21. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY OR PUBLIC R-O-W WITHOUT APPROVAL FROM THE TOWN.
22. APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS ON THE DRAWING SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE THE BIDDING. NO EXTRA PAYMENT WILL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK AS DESCRIBED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE CONTRACT DOCUMENTS. THE TENDERING OF A PROPOSAL WILL ACKNOWLEDGE ACCEPTANCE OF THESE CONDITIONS BY THE BIDDER.
23. THE AMOUNT OF EACH OF THE MATERIALS PROVIDED IS THE ESTIMATED AMOUNT REQUIRED TO COMPLETE THE JOB. THESE QUANTITIES ARE ESTIMATED ONLY AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETE THE JOB IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SHOULD ADDITIONAL MATERIALS BE REQUIRED THEY WILL BE PAID FOR AT THE CONTRACT UNIT PRICES AS DESCRIBED IN THE BID DOCUMENTS.
24. UPON THE RECEIPT OF THE "NOTICE TO PROCEED" THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRE CONSTRUCTION CONFERENCE TO INCLUDE THE TOWN OF MIAMI LAKES, AND ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.
25. THE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR UTILITIES SO THAT COMPANY REPRESENTATIVES CAN BE PRESENT.
26. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
27. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
28. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THAT REMAIN IN PLACE.
29. ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES SHALL BE PROTECTED FROM CONTAMINATION BY SILT AND CONSTRUCTION DEBRIS UNTIL CONSTRUCTION OPERATIONS ARE COMPLETED. IN ACCORDANCE WITH THE ATTACHED STORMWATER POLLUTION PREVENTION PLANS,
30. UPON COMPLETION OF THE PROPOSED DRAINAGE WORK, THE CONTRACTOR SHALL CLEAN THE NEW SYSTEM, REMOVE ALL POLLUTION CONTROL DEVICES FROM THE NEW AND EXISTING SYSTEM, AND CLEAN THE EXISTING STRUCTURES AND DRAINAGE SYSTEM AT NO ADDITIONAL COST.
31. EXISTING CATCH BASINS AND STORM SEWER STRUCTURES REQUIRING MODIFICATIONS MAY BE REPAIRED IN PLACE WITH CAST-IN-PLACE CONCRETE.
32. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.
33. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZING EARTH, DRIVEWAYS, SIDEWALKS, ETC. WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE TOWN.
34. THE CONTRACTOR SHALL NOT ENCROACH INTO PRIVATE PROPERTY WITH PERSONNEL, MATERIAL OR EQUIPMENT.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION, ACCIDENTALLY OR PURPOSELY, CAUSED TO ANY IRRIGATION SYSTEMS, PRIVATE OR PUBLIC. THE CONTRACTOR SHALL INCLUDE COSTS TO REPLACE ANY DAMAGED, REMOVED OR MODIFIED IRRIGATION PIPES, SPRINKLER HEADS OR OTHER PERTINENT APPURTENANCES AS PART OF THE LUMP SUM SWALE RESTORATION PAY ITEM.
36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF AND MAKING THE REPAIRS OF EXISTING PAVEMENT, PIPES, CONDUITS, CURBS, CABLES, TREES, SOIL, LANDSCAPE ITEMS, ETC., WHETHER OR NOT SHOWN ON THE PLANS DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL INCLUDE THE COST TO RESTORE THEM AS PART OF THE LUMP SUM SWALE RESTORATION PAY ITEM. CONTRACTOR SHALL REPORT ANY DAMAGE TO SIDEWALK, DRIVEWAY, ETC., PRIOR TO BEGINNING WORK IN ANY AREA.

- CONTRACTOR IS RESPONSIBLE TO REMOVE AND REINSTALL ALL BRICK OR PAVEMENT DRIVEWAYS IMPACTED BY CONSTRUCTION, REPAIR OR REPLACE ALL ASPHALT, CONCRETE, OR STAMPED CONCRETE DRIVEWAYS IMPACTED BY CONSTRUCTION. ALL COST ASSOCIATED WITH THIS WORK SHALL BE INCLUDED AS PART OF THE LUMP SUM SWALE RESTORATION PAY ITEM.
38. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
39. ANY MAIL BOXES, WALLS, FENCES OR OTHER HOMEOWNER PROPERTY OR IMPROVEMENTS SHALL BE TEMPORARILY RELOCATED AND REPLACED. SUCH RELOCATIONS SHALL BE COORDINATED WITH THE ENGINEER OF RECORD AND ALL COSTS SHALL BE INCLUDED IN THE COST OF THE OVERALL BID.
40. ALL SIDEWALK IMPACTED BY CONSTRUCTION MUST BE REPLACED/REPAIRED BY THE CONTRACTOR AT NO COST TO THE PROJECT. WORK INCLUDES ALL MEASURES NECESSARY TO COMPLY WITH ADA STANDARDS AND REQUIREMENTS.
41. COMPLETE "AS-BUILT" INFORMATION RELATIVE TO LOCATION, SIZE AND DEPTH OF NEW PIPES, EXFILTRATION TRENCH MANHOLES, INLETS, ETC., SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED (SIGNED AND SEALED BY A FLORIDA CERTIFIED P.L.S.) PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL RECORD INFORMATION ON EXISTING UTILITY CROSSINGS ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PIPES, INLETS, MANHOLES, ETC., SHALL BE RECORDED BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS. THE COST OF SIGNED AND SEALED AS-BUILTS SHALL BE INCLUDED IN THE COST OF THE OVERALL BID.
42. DURING CONSTRUCTION, THE PROJECT SITE, STAGING AREA, AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEP BROOM CLEAN.
43. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, GRAVITY SEWER, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
44. THE CONTRACTOR SHALL GIVE THE ENGINEER OF RECORD AT LEAST 48 HOURS ADVANCE NOTICE PRIOR TO BACKFILLING OR COMPLETING THE INSPECTION OF THE FOLLOWING ITEMS SO THE ENGINEER OF RECORD CAN PERFORM FIELD OBSERVATIONS:
- A. STORM DRAINAGE.
 - B. SUBGRADE: SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
 - C. LIMEROCK BASE: SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT.
 - D. ASPHALTIC CONCRETE.
 - E. FINAL.
- IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER OF RECORD PRIOR TO COMPLETING THE ABOVE, THE ENGINEER RESERVES THE RIGHT TO ISSUE ANY CERTIFICATIONS OR FINAL INSPECTIONS.
45. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: POLLUTION RETARDANT BAFFLES, INLETS GRATES, FRAMES AND CATCH BASINS AND ALL OTHER DRAINAGE STRUCTURES, DRAINAGE PIPE, BALLAST ROCK, EXFILTRATION TRENCH FILTER FABRIC, ASPHALT, LIMEROCK, ETC.
46. ALL ONSITE STORM DRAINAGE MATERIALS AND INSTALLATION SHALL CONFORM TO THE APPLICABLE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
- A. GEOTEXTILE FABRIC SHALL BE APPROVED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT. IT SHALL BE USED TO WRAP ALL SIDES, BOTTOM AND TOP OF THE EXFILTRATION TRENCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 12 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.
 - B. PROVIDE A MINIMUM PROTECTIVE COVER OF 24 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
 - C. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING ASPER MIAMI-DADE COUNTY STANDARD DETAILS AND AS SHOWN ON THESE PLANS. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW SIDEWALK OR NEW PAVEMENT.
 - D. SEE DETAIL FOR ADDITIONAL INFORMATION.
47. ALL DISPOSAL OF MATERIALS, RUBBISH AND DEBRIS ARE TO BE MADE AT A LEGAL DISPOSAL SITE OR BY OTHER PRE-APPROVED MANNER. MATERIAL CLEARED FROM THE SITE AND DISPOSED OF ON ADJACENT AND/OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY. REMOVAL OF ALL MATERIAL WILL BE AT THE CONTRACTOR'S EXPENSE.
48. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUBGRADE SHALL BE PERFORMED BY AN INDEPENDENT SOIL TESTING LABORATORY CERTIFIED IN THE STATE OF FLORIDA, PROVIDED EVERY 100 FT. AND APPROVED BY THE ENGINEER AND THE TOWN OF MIAMI LAKES PRIOR TO THE PLACING THE LIMEROCK BASE MATERIAL.

- CONTRACTOR SHALL SAWCUT EXISTING ASPHALT NEATLY AND IN A STRAIGHT LINE PRIOR TO REMOVAL WHERE UNDER GROUND WORK IS REQUIRED (MIAMI DADE COUNTY SPECIFICATIONS). IF ADJACENT ASPHALT BASE IS DAMAGED, CONTRACTOR SHALL REMOVE DAMAGED ASPHALT AND REWORK EXISTING BASE AS DIRECTED BY ENGINEER.
- CONTRACTOR SHALL SAWCUT EXISTING CONCRETE SIDEWALK, CURB AND GUTTER AT THE NEAREST FLAG OR JOINT PRIOR TO REMOVAL OR AS DIRECTED BY ENGINEER. ANY DAMAGE CONCRETE SIDEWALK OR CURB AND GUTTER SHALL BE REPLACED TO THE NEAREST FLAG AT CONTRACTOR'S EXPENSE.
- PAYMENT FOR FRENCH DRAIN INCLUDES THE REMOVAL OF EXISTING DRAINAGE SYSTEMS IN DIRECT CONFLICT WITH THE DESIGN, ELSE LEAVE IN PLACE. THE PAYMENT DOES NOT INCLUDE THE SUBBASE, BASE AND ASPHALT USED DURING PAVEMENT RESTORATION.
- PAY-ITEM 11 CORE DRILL (MODIFY) EXISTING STRUCTURE INCLUDES THE WORK NEEDED TO CONNECT TO OTHER EXISTING DRAINAGE COMPONENTS SUCH AS BUT NOT LIMITED TO PIPES OR FRENCH DRAIN, WHEN 4 LF OF PIPE, USED TO CONNECT TO EXISTING DRAINAGE STRUCTURES, IS CALLED OUT IN PLANS. THE WORK SHALL BE DONE AS PER FDOT STANDARD PLAN INDEX 430-001.
- CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY PRECAUTION AND OSHA COMPLIANCE. CONTRACTOR IS TO REFER TO ARTICLE 3.21 OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE WORK. CONTRACTOR IS TO REFER TO ARTICLE 3.24 OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. REFER TO ARTICLES 3.15 & 3.16 OF APPENDIX B OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR IS RESPONSIBLE TO INSPECT THE SITE PRIOR TO COMMENCING WORK AND CONTRACTOR SHALL CALL PRIOR TO COMMENTING ANY TRENCHING OR DIGGING. CONTRACTOR IS TO REFER TO ARTICLE 3.11 OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR SHALL COMPLY WITH THE TRENCH SAFETY ACT, SECTION 533.80 THROUGH 533.84 OF FLORIDA STATUTES. CONTRACTOR IS TO REFER TO ARTICLE 3.10 & APPENDIX A OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR IS TO REFER TO ARTICLE 3.44 OF THE CONTRACT TERMS AND CONDITIONS FOR SITE MAINTENANCE.
- CONTRACTOR IS TO PROTECT ALL PROPERTY AND UTILITIES. CONTRACTOR IS TO REFER TO ARTICLE 3.18 OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR PREPARING AS BUILT DRAWING. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS FOR SIGNING AND SEALING BY A REGISTERED LAND SURVEYOR. IF REQUIRED, CONTRACTOR IS TO REFER TO ARTICLE 4.27 OF CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS. CONTRACTOR IS TO REFER TO ARTICLE 3.50 OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER OF ANY CONFLICTS IN THE DRAWINGS. CONTRACTOR IS TO REFER TO ARTICLE 4.21 OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR SHALL PERFORM TESTING REQUIRED BY THE PERMITTING ENTITIES OR THE TOWN; CONTRACTOR SHALL REFER TO ARTICLE 3.27 OF THE CONTRACT TERMS AND CONDITIONS.
- PERMITTING ENTITIES AND THE TOWN SHALL ACCESS TO INSPECT THE WORK. CONTRACTOR SHALL REFER TO ARTICLE 3.27 OF THE CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR SHALL PREPARE AND MAINTAIN A PROJECT SCHEDULE. CONTRACTOR SHALL REFER TO ARTICLE 4.9 OF CONTRACT TERMS AND CONDITIONS.
- CONTRACTOR SHALL REFER TO ARTICLE 4.21 OF CONTRACT TERMS AND CONDITIONS FOR STAGING SITE REQUIREMENT.

SOIL EROSION, SEDIMENT, AND TURBIDITY CONTROL GENERAL NOTES

1. THIS PROJECT IS SUBJECT TO ALL RELATED ENVIRONMENTAL REQUIREMENTS WHICH INCLUDE A "CONTROL OF EROSION AND SEDIMENTATION PLAN". THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION DUE TO SEDIMENTATION RUNOFF FROM THE SITE PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE MADE BY THE ENGINEER AS REQUIRED.
2. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN FOR DAMAGE AND GENERAL EFFECTIVENESS. ANY DAMAGED OR INEFFECTIVE CONTROLS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
3. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED, IF DEEMED NECESSARY, BY THE ON-SITE INSPECTOR.
4. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. TEMPORARY AND PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL THE AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION.
6. ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOW OF MUD ON TO ANY PUBLIC RIGHT-OF-WAY. THIS SHALL REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS REQUIRE. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
7. CONTRACTOR SHALL INSTALL AND MAINTAIN INLET PROTECTION SYSTEMS AT EVERY INLET UNTIL THE PROJECT IS COMPLETED.
8. CONTRACTOR SHALL SOD GRASS AREAS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).

ENVIRONMENTAL NOTES:


1. DURING CONSTRUCTION ANY GENERATED DEBRIS SHALL BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA. APPROPRIATE SCREENS AND BARRIERS SHALL BE ERECTED TO PROTECT PEDESTRIAN, BICYCLE AND VEHICULAR TRAFFIC.

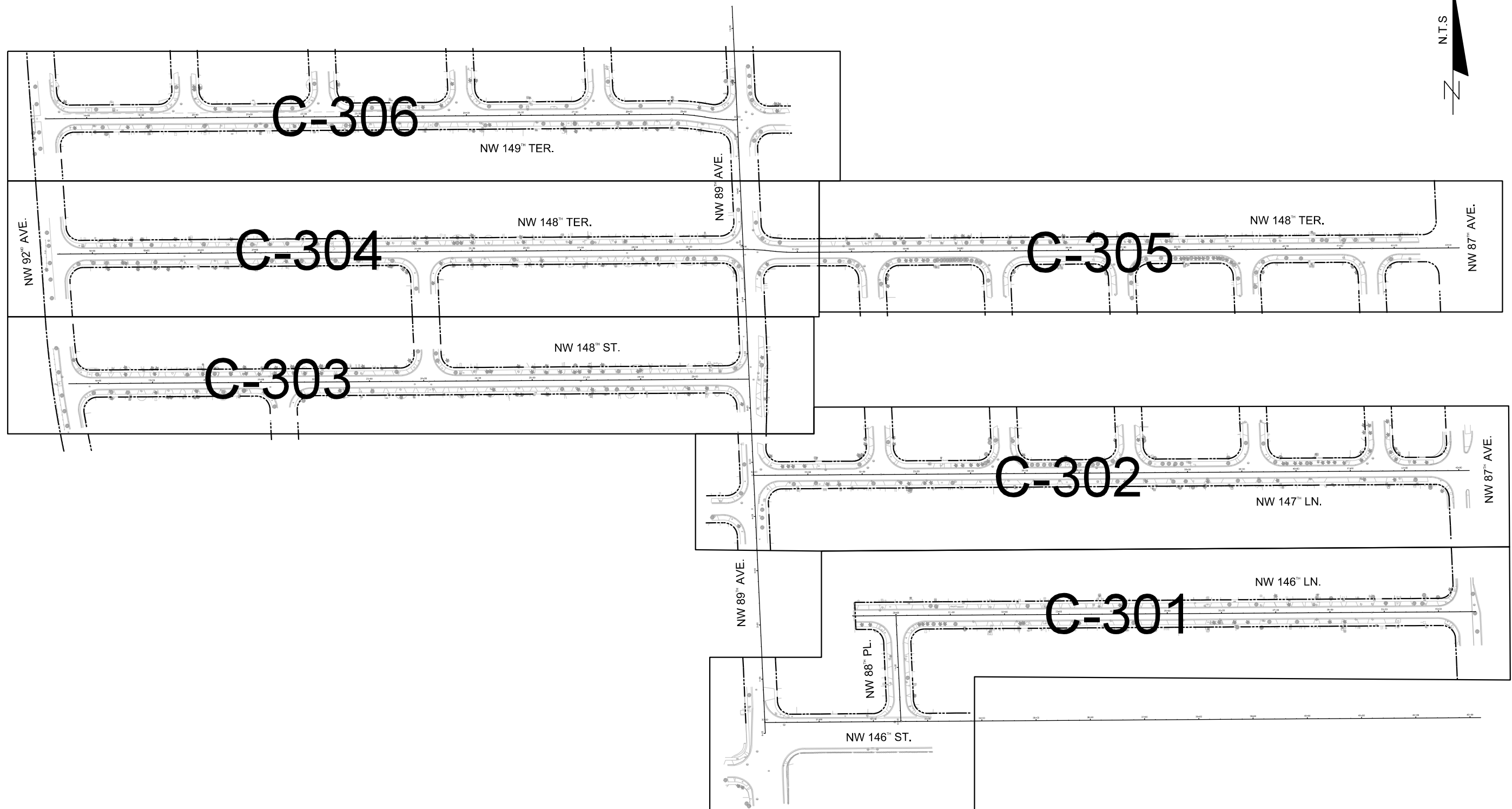
SIGNING AND PAVEMENT MARKING GENERAL NOTES:


1. ALL EXISTING SIGNS AND SUPPORTS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE SPECIFIED.
2. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE CURRENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS. ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.
3. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING UTILITIES, DRIVEWAYS, LANDSCAPING, WHEEL CHAIR RAMPS, ETC, MAY ONLY BE ADJUSTED WITH APPROVAL BY THE ENGINEER.
4. ALL STOP BARS SHALL BE LOCATED 4 FT FROM THE PROPOSED CROSSWALK, UNLESS OTHERWISE DIMENSIONED IN THE PLANS. ALL CROSSWALKS SHALL BE 10 FT WIDE UNLESS OTHERWISE DIMENSIONED IN THE PLANS
5. MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.
6. INCORRECTLY PLACED THERMOPLASTIC OR PAINT MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 18 INCHES AT THE CONTRACTOR'S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.
7. THE CONTRACTOR IS TO PLACE REFLECTIVE PAVEMENT MARKERS (RPM'S) ALONG ALL LOCATIONS INDICATED IN THE PLANS, ONLY 4 INCH BY 4 INCH RETRO-REFLECTIVE PAVEMENT MARKERS WILL BE PERMITTED.
8. THE CONTRACTOR IS TO PLACE BLUE RPM'S AT THE CENTER OF THE OUTSIDE LANE ALONG EACH BOUND, AT LOCATIONS OF THE EXISTING FIRE HYDRANTS.

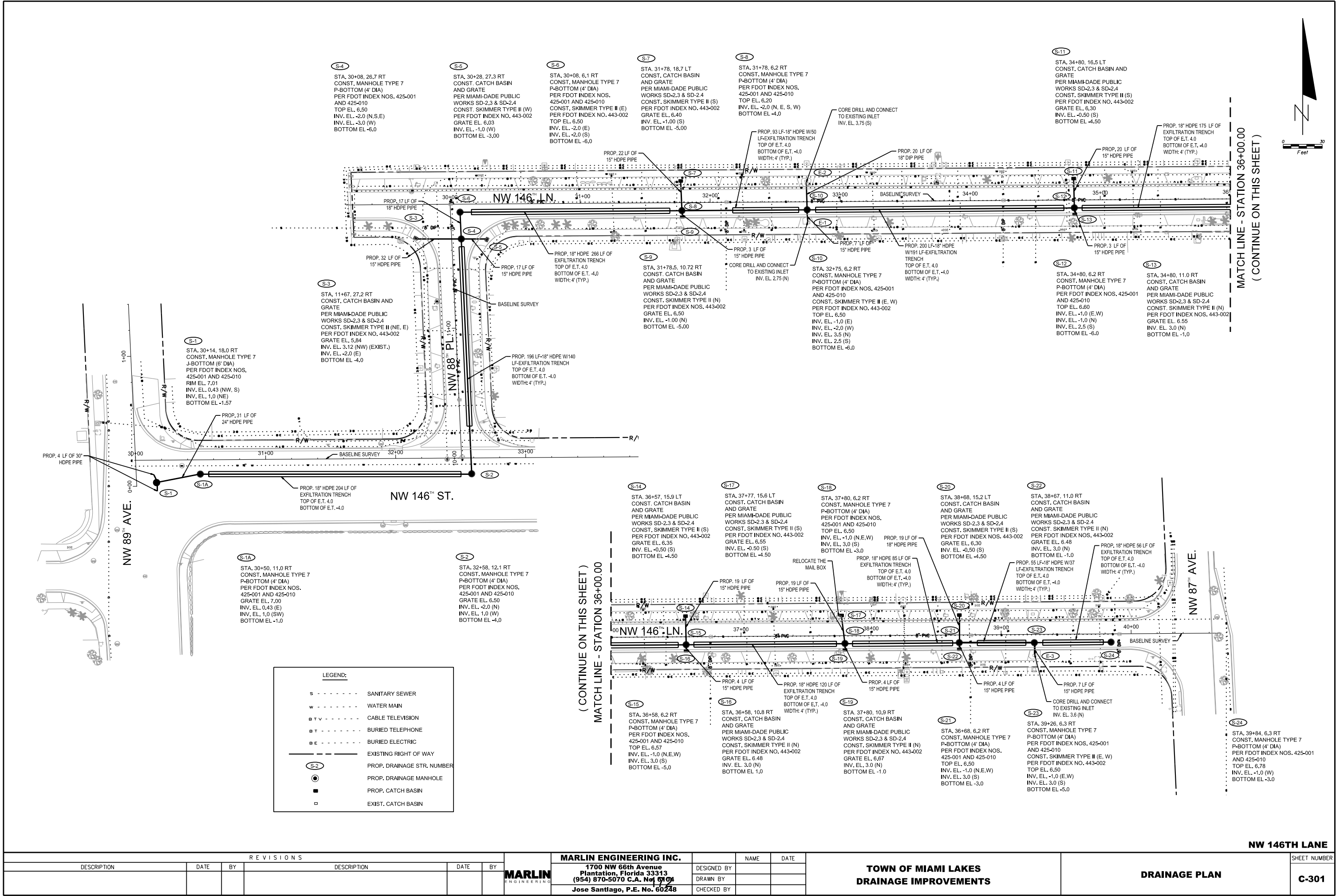
R E V I S I O N S							MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	GENERAL NOTES	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248	DESIGNED BY					
							Jose Santiago, P.E. No. 60248	DRAWN BY					
								CHECKED BY					
C-200													

TABULATION OF QUANTITIES

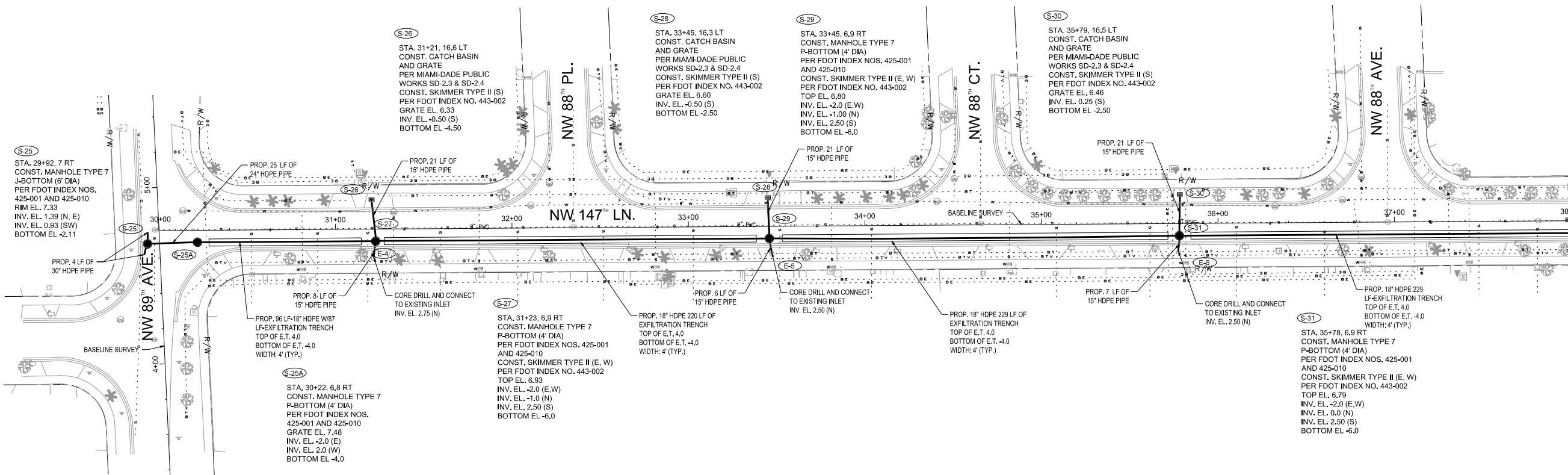
PAY ITEM NO.	DESCRIPTION	UNIT	CORRIDOR																		TOTAL THIS SHEET		GRAND TOTAL		REF. SHEET	
			NW 146 TH ST. & NW 146 LN.		NW 147 TH LN.		NW 148 TH ST.		NW 148 TH TER.		NW 149 TH TER.										PLAN	FINAL	PLAN	FINAL		
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL														
PAY ITEM-1	MOBILIZATION	LS																		1		1				
PAY ITEM-2	MAINTENANCE OF TRAFFIC	LS																		1		1				
PAY ITEM-3	SEDIMENT BARRIER	LF	2,565		2,247			2,191		4,094		2,178								13,275		13,275				
PAY ITEM-4	INLET PROTECTION SYSTEM	EA	13		22			22		13		31								101		101				
PAY ITEM-5	FRENCH DRAIN, 18"	LF	1,325		1,225			1,115		2,075		1,050								6,790		6,790				
PAY ITEM-6	PIPE CULVERT, HDPE, ROUND, 15" SD	LF	161		127			64		231		34								617		617				
PAY ITEM-7	PIPE CULVERT, HDPE, ROUND, 18" SD	LF	153		9			71		256		126								615		615				
PAY ITEM-8	PIPE CULVERT, DIP, ROUND, 18" SD	LF	20					164		98		331								613		613				
PAY ITEM-9	PIPE CULVERT, HDPE, ROUND, 24" SD	LF	31		25			30		74		38								198		198				
PAY ITEM-10	PIPE CULVERT, HDPE, ROUND, 30" SD	LF	8		8			4		0		0								20		20				
PAY ITEM-11	INLET (MIAMI-DADE SD 2.2 & 2.3)	EA	12		4			8		15		1								40		40				
PAY ITEM-12	CORE DRILL (MODIFY) EXISTING STRUCTURE	EA	4		7			9		8		16								44		44				
PAY ITEM-13	MANHOLES, P-7	EA	12		7			9		23		14								65		65				
PAY ITEM-14	MANHOLES, J-7	EA	1		1			1		1		1								5		5				
PAY ITEM-15	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	3,255		2,455			1,869.3		4,231		2,305.2								14,115.5		14,115.5				
PAY ITEM-16	ASPHALT CONC. FRICTION COURSE,TRAFFIC B, FC-9.5, PG-76-22, 1"	TN	270.4		215.8			182.8		392.4		207.4								1,268.8		1,268.8				
PAY ITEM-17	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, 2"	TN	182.6		161.6			160		319.4		161.2								984.8		984.8				
PAY ITEM-18	TYPE B STABILIZATION	SY	1,660		1,469			1,455		2,904		1,465								8,953		8,953				
PAY ITEM-19	LIMEROCK BASE COURSE, 8" THICK (PRIMED)	SY	1,660		1,469			1,455		2,904		1,465								8,953		8,953				
PAY ITEM-20	CLEARING AND GRUBBING	LS/AC	1/0.020		1 / 0.015			1 / 0.026		1 / 0.028		1 / 0.023								1 / 0.11		1 / 0.11				
PAY ITEM-21	VALLEY GUTTER- CONCRETE (INCLUDE SAW-CUT)	LF	63		63			119		143		174								595		595				
PAY ITEM-22	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	60		103			58		170		83								474		474				
PAY ITEM-23	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	204																	204		204				
PAY ITEM-24	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	233		186			111		276		206								1,012		1,012				
PAY ITEM-25	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	250																	250		250				
PAY ITEM-26	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6", 10-30 SKIP	LF	254																	254		254				
PAY ITEM-27	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	1,314		701			400		1,204		603								4,222		4,222				
PAY ITEM-28	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6																	6		6				
PAY ITEM-29	PAINTED PAVEMENT, STANDARD, WHITE, SOLID, 24"	LF	60							80		83								474		474				
PAY ITEM-30	PAINTED PAVEMENT, STANDARD, YELLOW, SOLID, 18"	LF	204																	204		204				
PAY ITEM-31	PAINTED PAVEMENT, STANDARD, WHITE, SOLID, 12"	LF	233		186			111		276		206								1,012		1,012				
PAY ITEM-32	PAINTED PAVEMENT, STANDARD, WHITE, SOLID, 6"	LF	250																	250		250				
PAY ITEM-33	PAINTED PAVEMENT, STANDARD, WHITE, SKIP, 6", 10-30 SKIP	LF	254																	254		254				
PAY ITEM-34	PAINTED PAVEMENT, STANDARD, YELLOW, SOLID, 6"	LF	1,314		701			400		1,204		603								4,222		4,222				
PAY ITEM-35	PAINTED PAVEMENT, STANDARD, WHITE, ARROW	EA	6																	6		6				
PAY ITEM-36	RETRO-REFLECTIVE /RAISED PAVEMENT MARKERS	EA	88		42			24		72		36								262		262				
R E V I S I O N S							MARLIN ENGINEERING INC. 1700 NW 66th Avenue, SUITE 106 Plantation, Florida 33317 (954) 870-5070 C.A. No. 910 Jose Santiago, P.E. No. 60248			DESIGNED BY	NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS						TABULATION OF QUANTITIES				SHEET NUMBER C-201			
DESCRIPTION		DATE	BY	DESCRIPTION						DATE	BY	DRAWN BY														



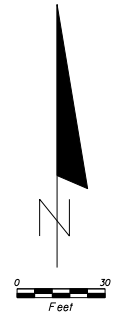
REVISIONS						 <div>MARLIN ENGINEERING INC. 1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 6104 Jose Santiago, P.E. No. 60248</div>		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	PROJECT LAYOUT	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		DESIGNED BY					C-300
							DRAWN BY					
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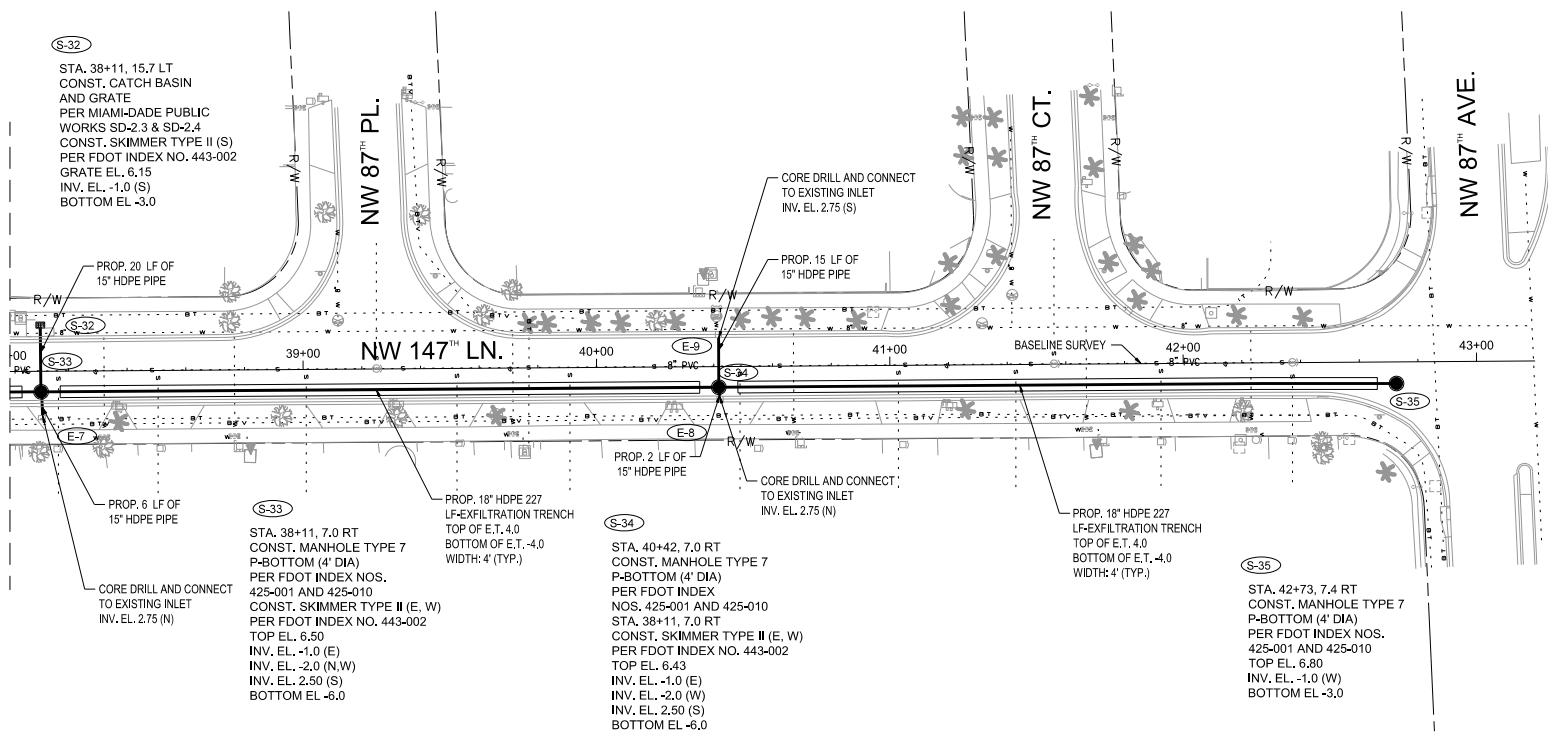
R E V I S I O N S						<div>MARLIN ENGINEERING</div>	MARLIN ENGINEERING INC.			NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	DRAINAGE PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 5704	DESIGNED BY						
							1704	DRAWN BY						
							Jose Santiago, P.E. No. 60248	CHECKED BY						



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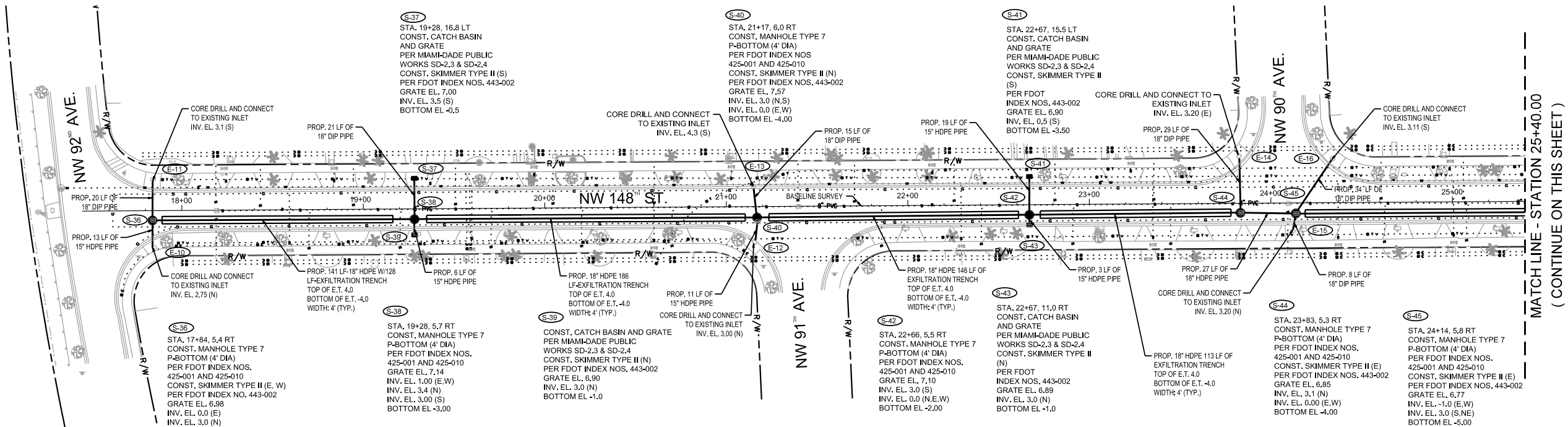


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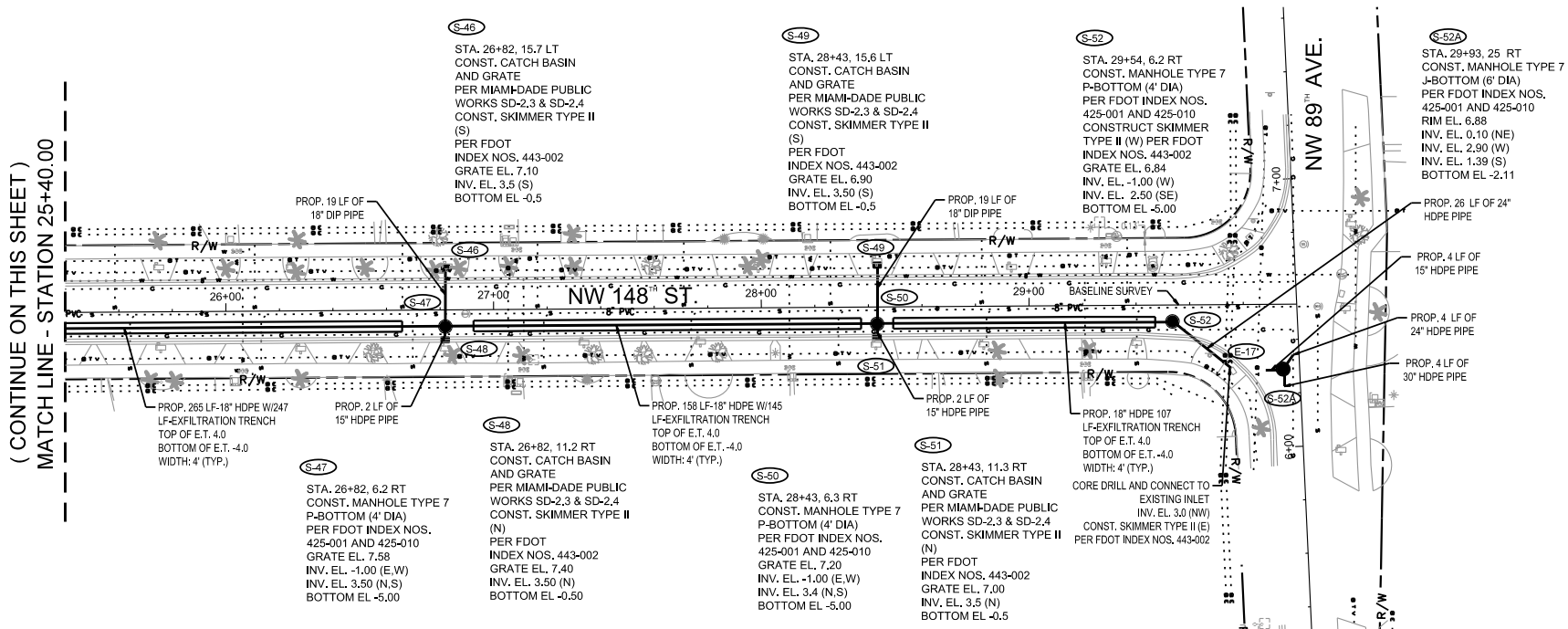


LEGEND:	
S - - - - -	SANITARY SEWER
W - - - - -	WATER MAIN
BTV - - - - -	CABLE TELEVISION
BT - - - - -	BURIED TELEPHONE
BE - - - - -	BURIED ELECTRIC
- - - - -	EXISTING RIGHT OF WAY
(S-2)	PRO. DRAINAGE STR. NUMBER
●	PRO. DRAINAGE MANHOLE
■	PRO. CATCH BASIN
□	EXIST. CATCH BASIN

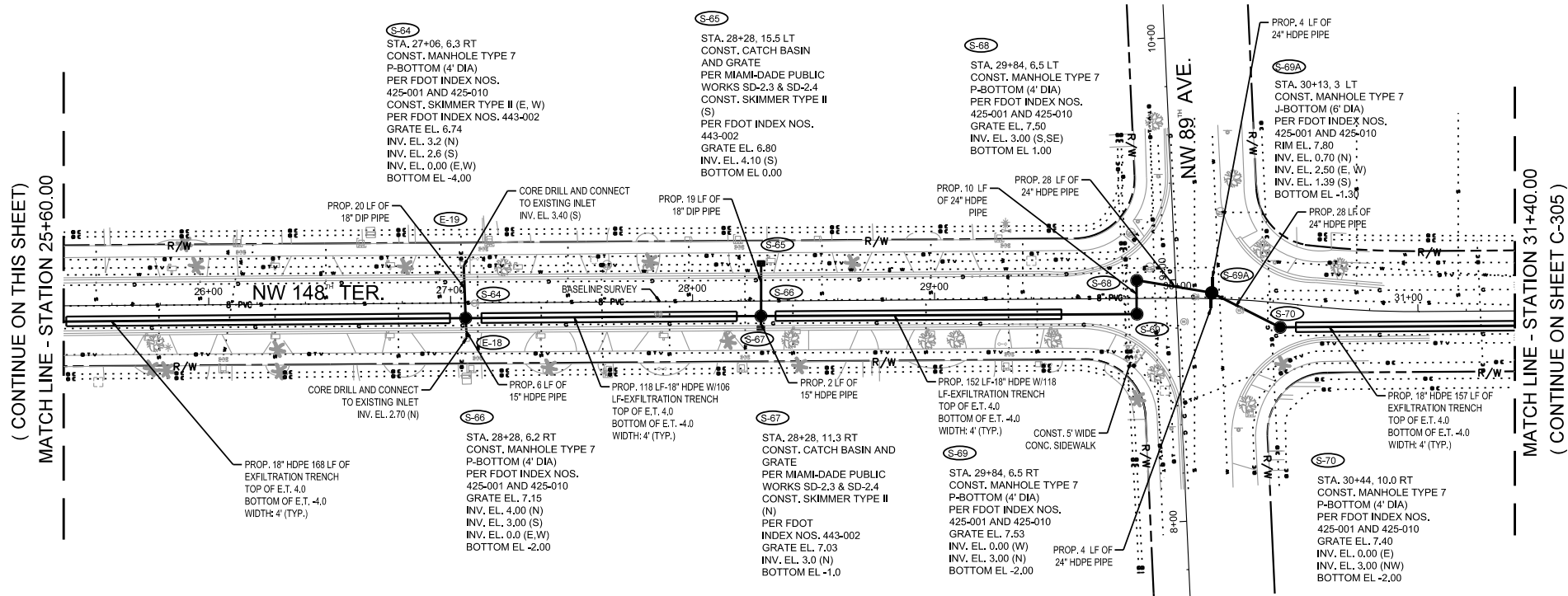
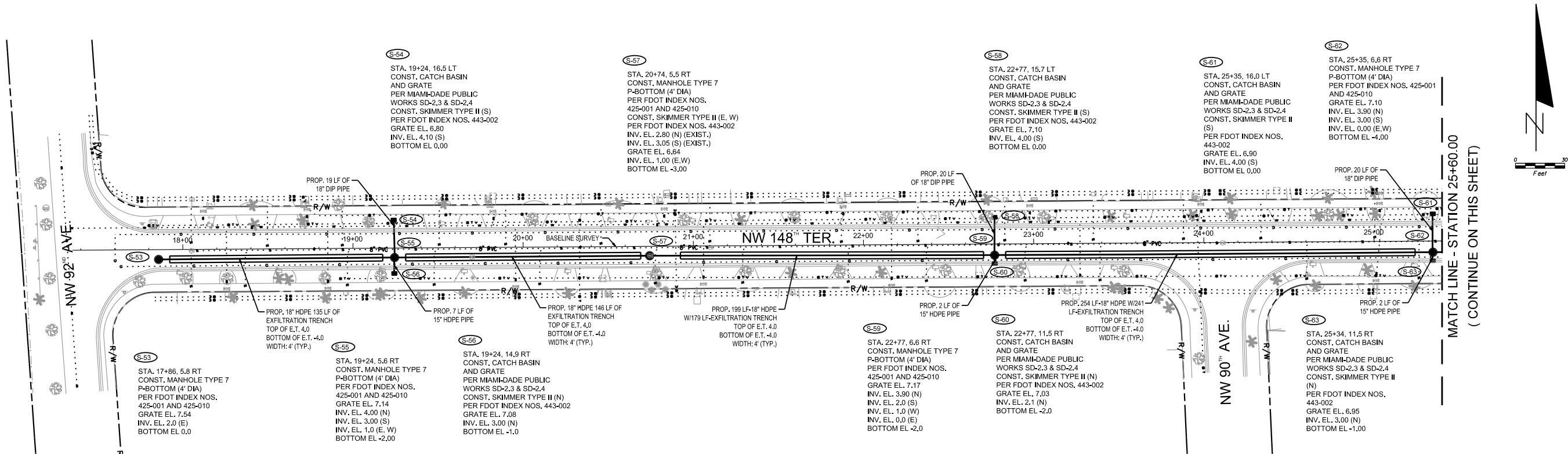
REVISIONS						MARLIN ENGINEERING INC.			TOWN OF MIAMI LAKES		DRAINAGE PLAN	
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248 Jose Santiago, P.E. No. 60248			DESIGNED BY	NAME	DATE	SHEET NUMBER
						MARLIN ENGINEERING			DRAWN BY			C-302
									CHECKED BY			



LEGEND:	
S	SANITARY SEWER
W	WATER MAIN
BTV	CABLE TELEVISION
BT	BURIED TELEPHONE
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(S-2)	PRO. DRAINAGE STR. NUMBER
●	PRO. DRAINAGE MANHOLE
■	PRO. CATCH BASIN
□	EXIST. CATCH BASIN



REVISIONS						MARLIN ENGINEERING INC.		NAME		TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	DRAINAGE PLAN	SHEET NUMBER C-303
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248		DESIGNED BY	DATE			
						Jose Santiago, P.E. No. 60248		DRAWN BY				
								CHECKED BY				



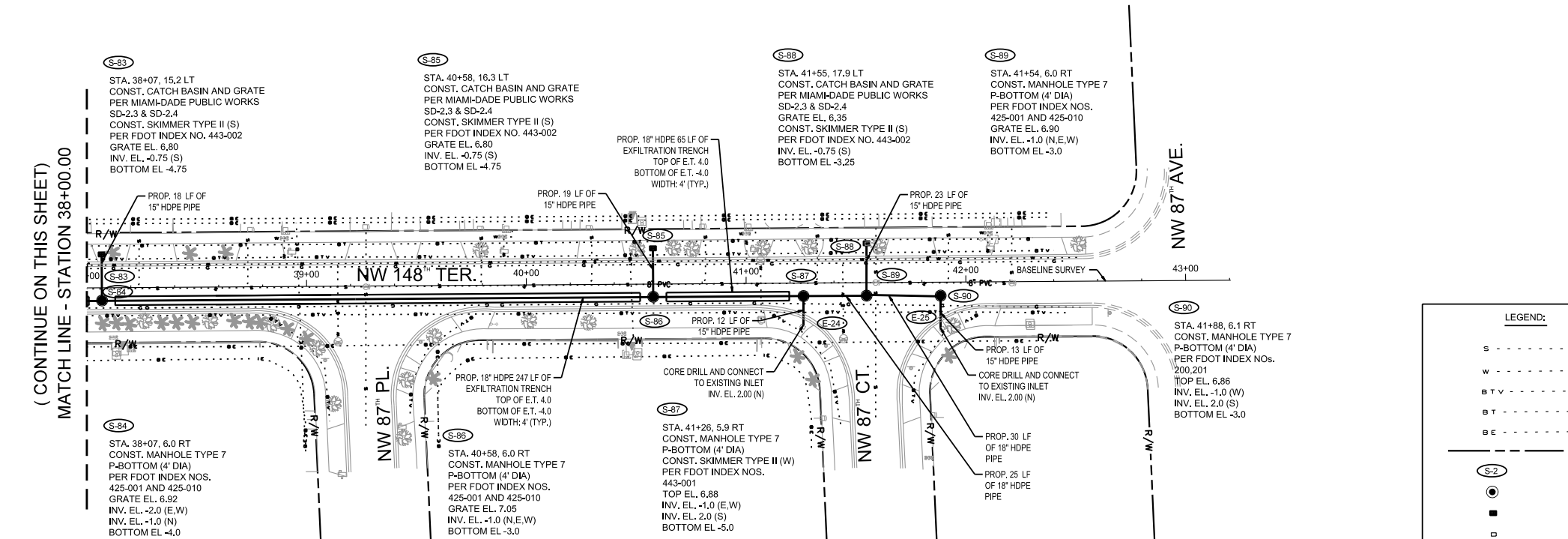
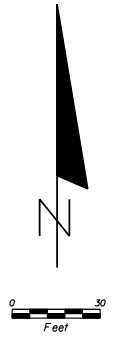
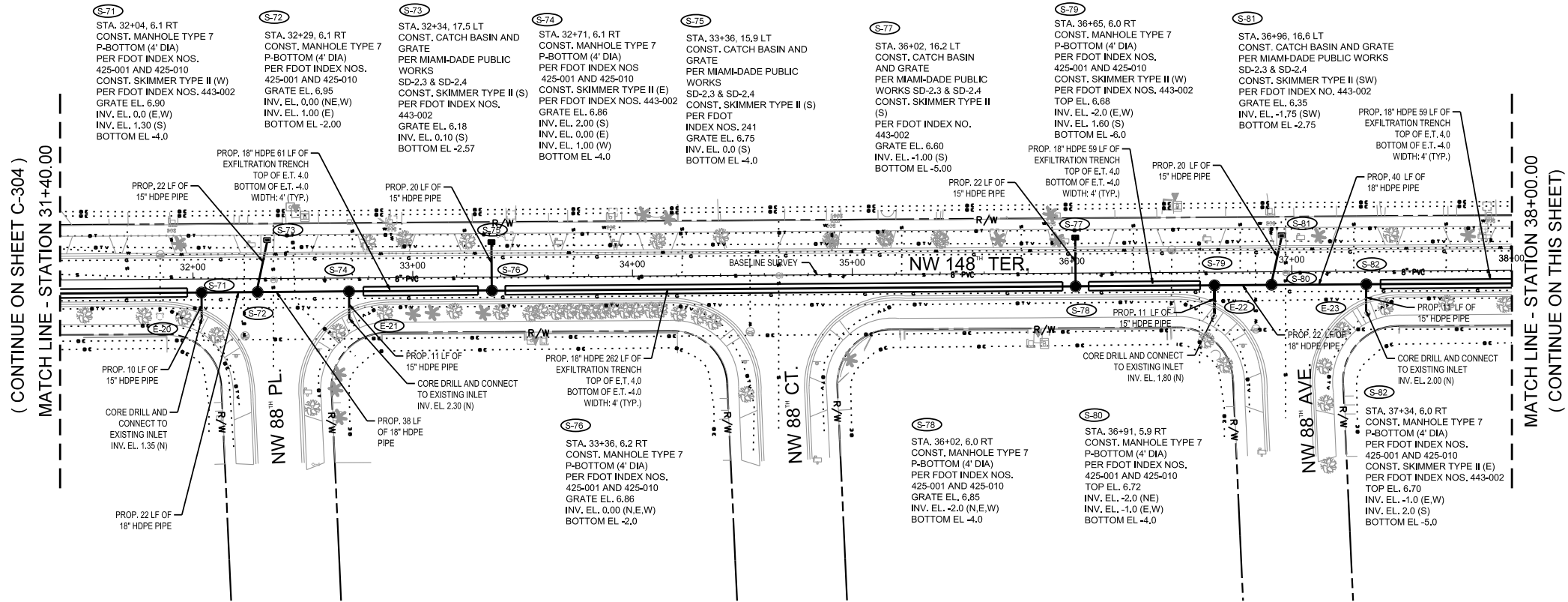
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	WATER MAIN
	CABLE TELEVISION
	BURIED TELEPHONE
	BURIED ELECTRIC
	EXISTING RIGHT OF WAY
	PRO. DRAINAGE STR. NUMBER
	PRO. CATCH BASIN
	EXIST. CATCH BASIN



REVISIONS						TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS				DRAINAGE PLAN		SHEET NUMBER C-304
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESIGNED BY	NAME	DATE	DRAWN BY	CHECKED BY		

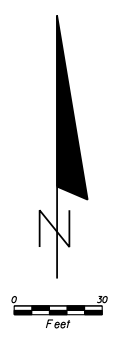
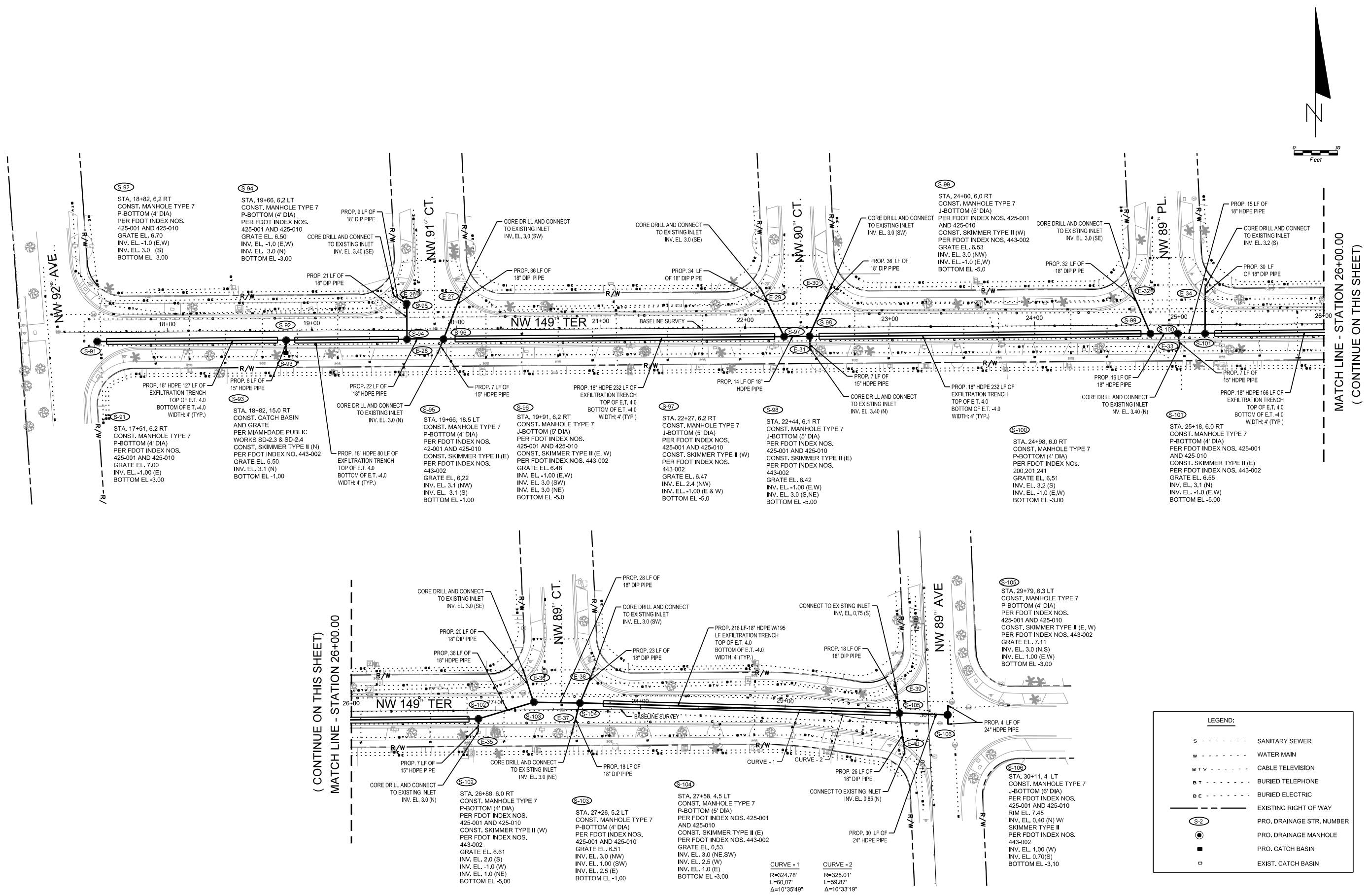
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MARLIN ENGINEERING INC.
1700 NW 66th Avenue
Plantation, Florida 33313
(954) 870-5070 C.A. No. 6104
Jose Santiago, P.E. 7660248



LEGEND:	
S - - - - -	SANITARY SEWER
w - - - - -	WATER MAIN
BTV - - - - -	CABLE TELEVISION
BT - - - - -	BURIED TELEPHONE
BE - - - - -	BURIED ELECTRIC
- - - - -	EXISTING RIGHT OF WAY
(S-2)	PRO. DRAINAGE STR. NUMBER
●	PRO. DRAINAGE MANHOLE
■	PRO. CATCH BASIN
□	EXIST. CATCH BASIN


NW 148TH TERRACE													
REVISIONS						<div>MARLIN ENGINEERING</div>	MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	DRAINAGE PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248 Jose Santiago, P.E. No. 60248	DESIGNED BY					C-305
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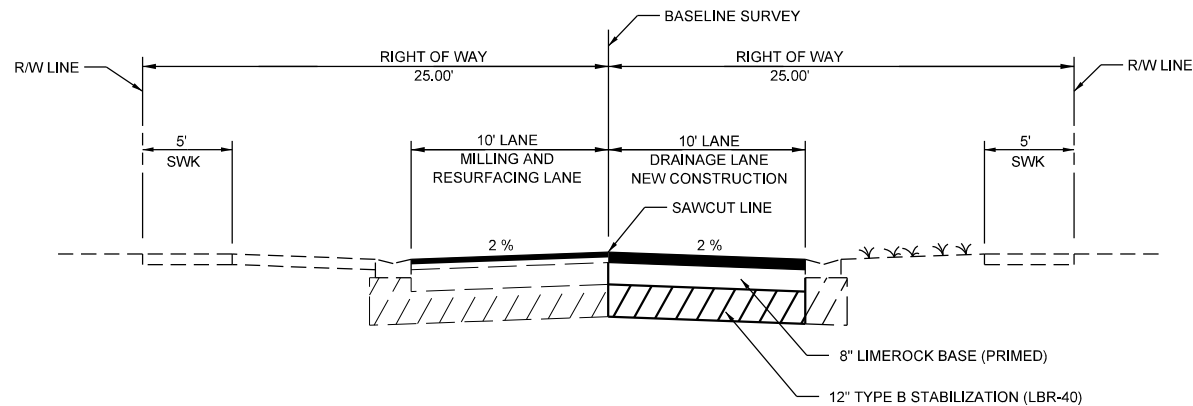


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LEGEND:	
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W - - - - -	WATER MAIN
BTV - - - - -	CABLE TELEVISION
BT - - - - -	BURIED TELEPHONE
BE - - - - -	BURIED ELECTRIC
- - - - -	EXISTING RIGHT OF WAY
(S-2)	PRO. DRAINAGE STR. NUMBER
●	PRO. DRAINAGE MANHOLE
■	PRO. CATCH BASIN
□	EXIST. CATCH BASIN

NW 149TH TERRACE														
REVISIONS							MARLIN ENGINEERING INC.			NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	DRAINAGE PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248	DESIGNED BY						
							Jose Santiago, P.E. No. 60248	DRAWN BY						
								CHECKED BY						



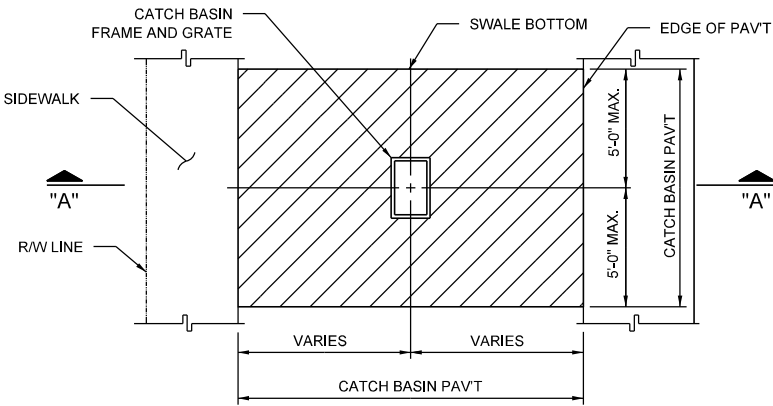
ROADWAY TYPICAL SECTION

MILLING AND RESURFACING

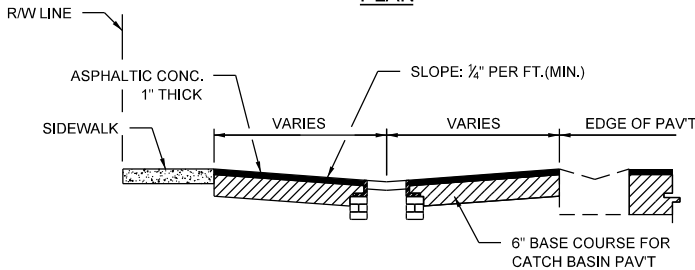
MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)
RESURFACE WITH FC-9.5, TRAFFIC B, PG 76-22 (1" THICK)

NEW CONSTRUCTION

12" TYPE B STABILIZATION
LIMEROCK BASE COURSE, 8" THICK (PRIMED)
SUPERPAVE (SP-12.5), TRAFFIC B, (2" THICK)
FRICTION COURSE FC-9.5, TRAFFIC B, PG 76-22 (1" THICK)



PLAN

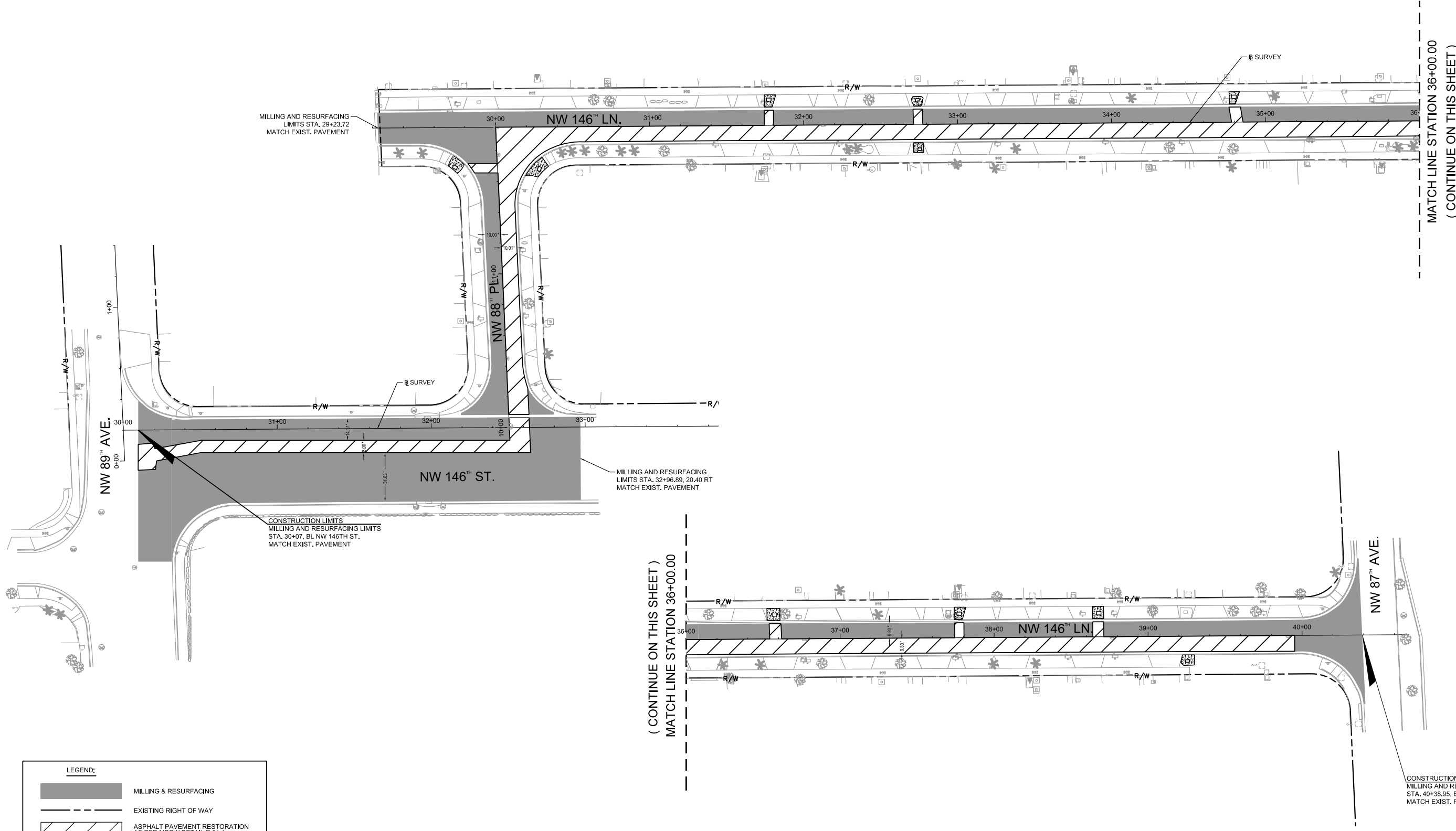


SECTION "A-A"

CATCH BASIN PAVEMENT DETAIL

N.T.S.

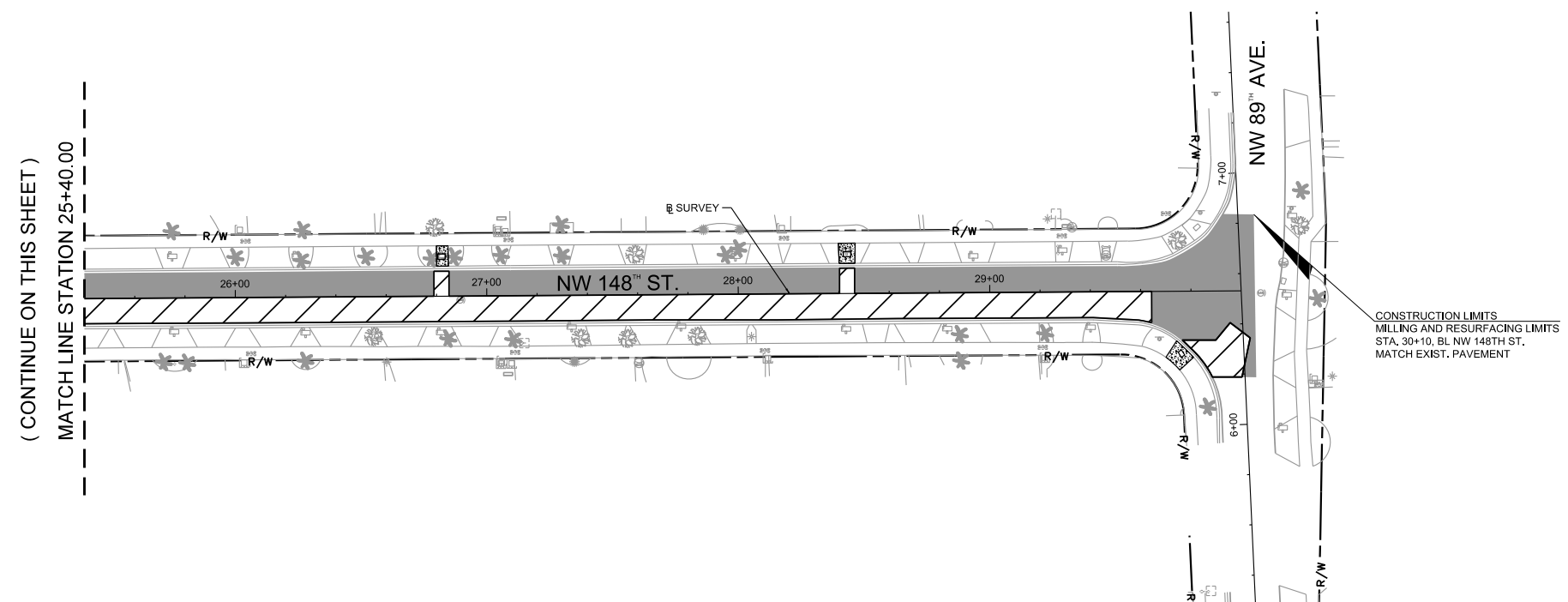
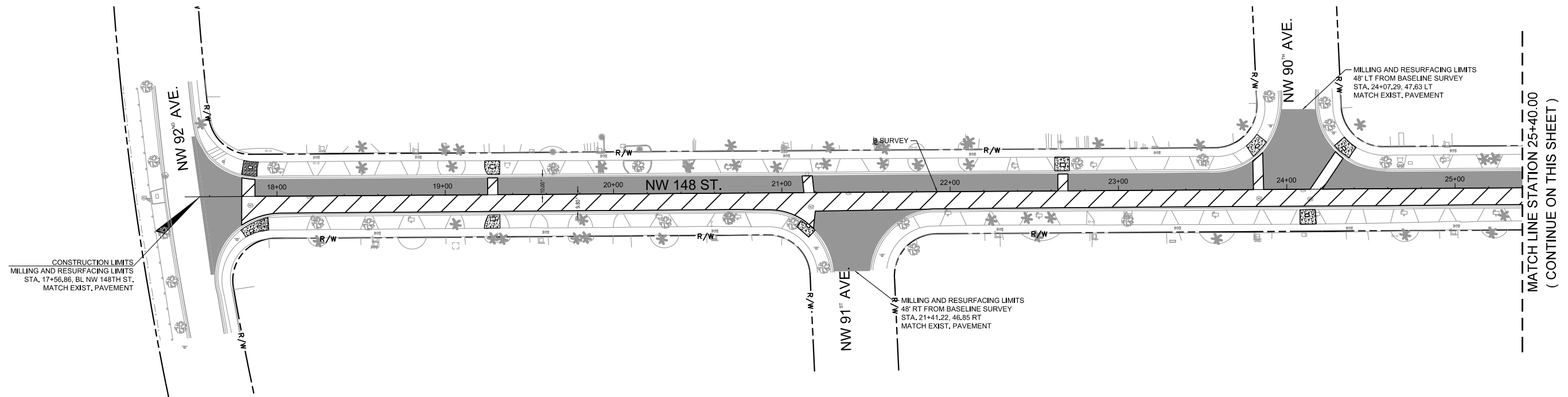
R E V I S I O N S						<div>MARLINENGINEERINGINC.</div>	MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	ROADWAY AND DRAINAGE DETAILS	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue, Suite 106 Plantation, Florida 33313 (954) 870-5070 C.A. No. 6181	DESIGNED BY					C-307
								DRAWN BY					
								CHECKED BY					
							Jose Santiago, P.E. No. 60248						




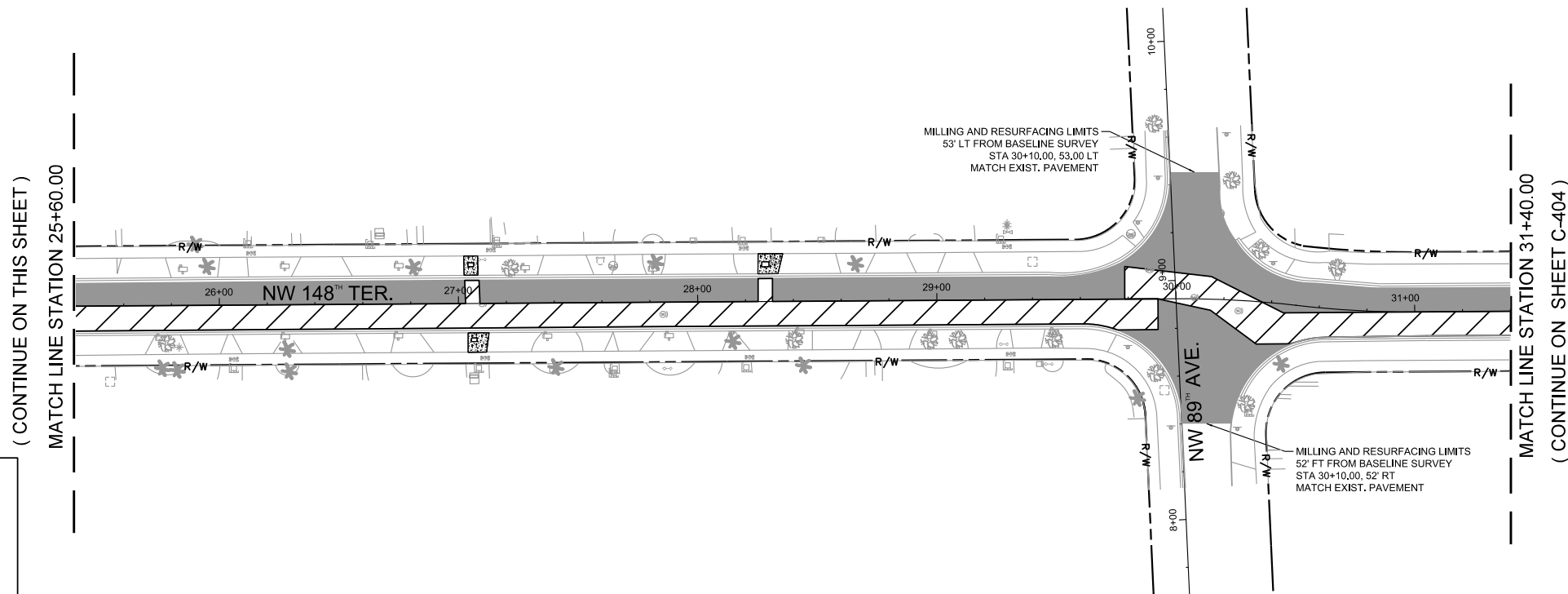
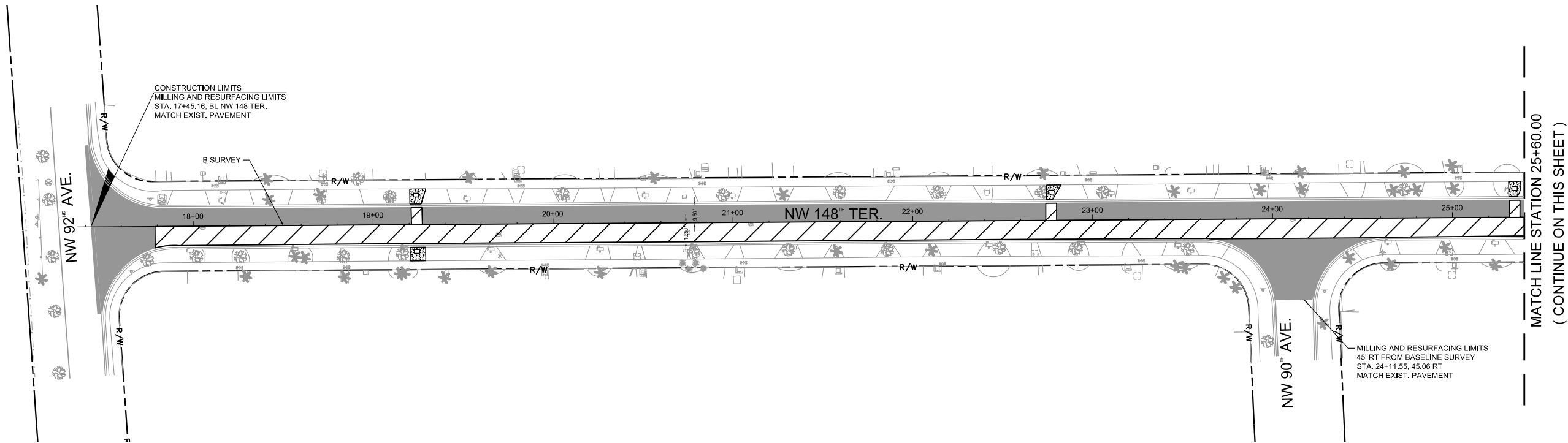
LEGEND:

- MILLING & RESURFACING
- EXISTING RIGHT OF WAY
- ASPHALT PAVEMENT RESTORATION
AS PER MDPW DETAIL R 21.1
- CATCH BASIN PAVING. SEE DETAIL
ON SHEET C-307


NW 146 TH LANE														
R E V I S I O N S						<div>MARLIN ENGINEERING</div>	MARLIN ENGINEERING INC.			NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	PAVING PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 8144	DESIGNED BY						C-400
							Jose Santiago, P.E. No. 60248	DRAWN BY						
								CHECKED BY						

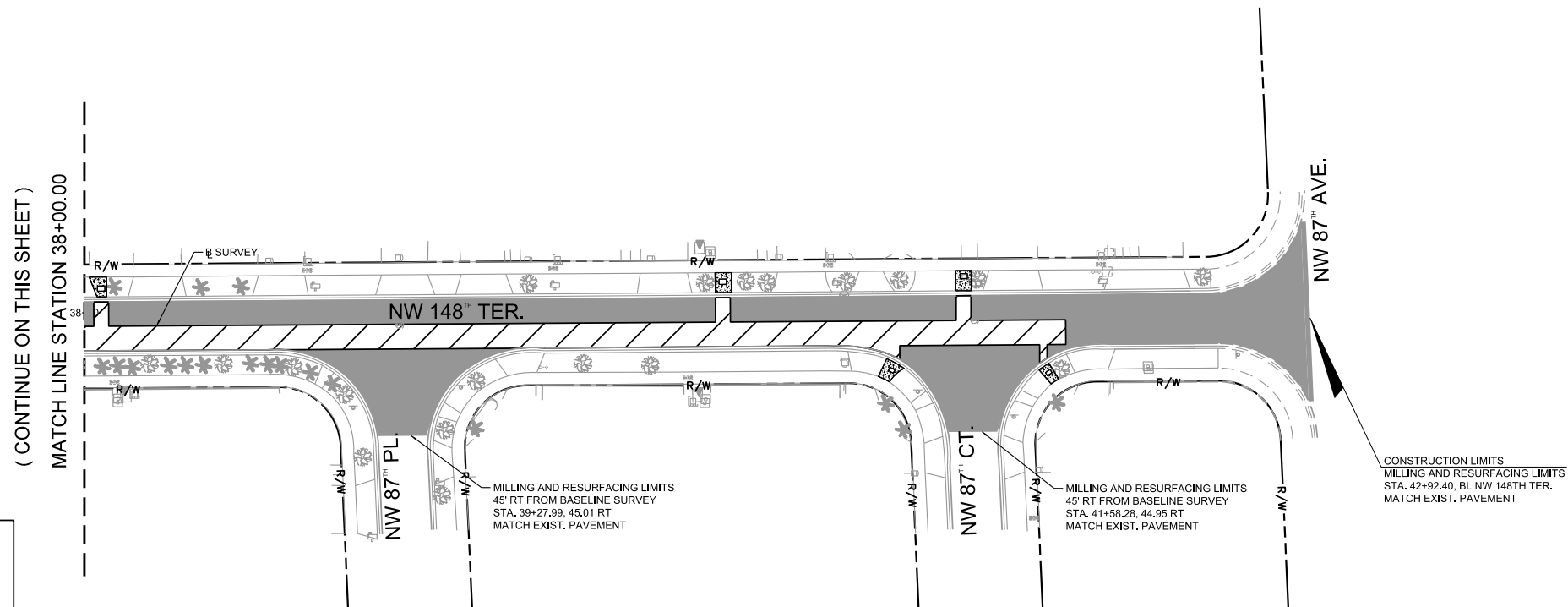
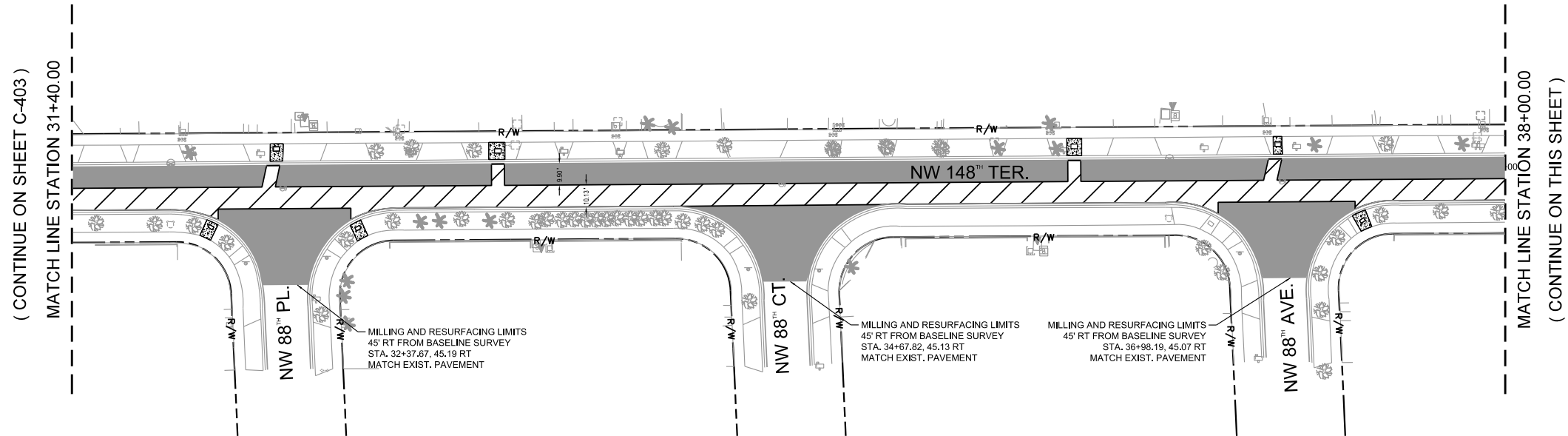


										NW 148 TH STREET						
REVISIONS							MARLIN ENGINEERING INC.			NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	PAVING PLAN	SHEET NUMBER		
DESCRIPTION		DATE	BY	DESCRIPTION			DATE	BY	1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248 Jose Santiago, P.E. No. 60248		DESIGNED BY					C-402
											DRAWN BY					
											CHECKED BY					




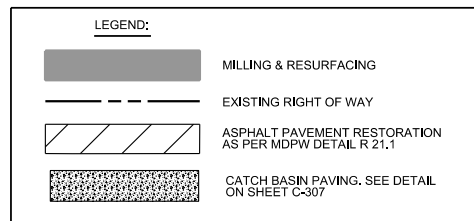
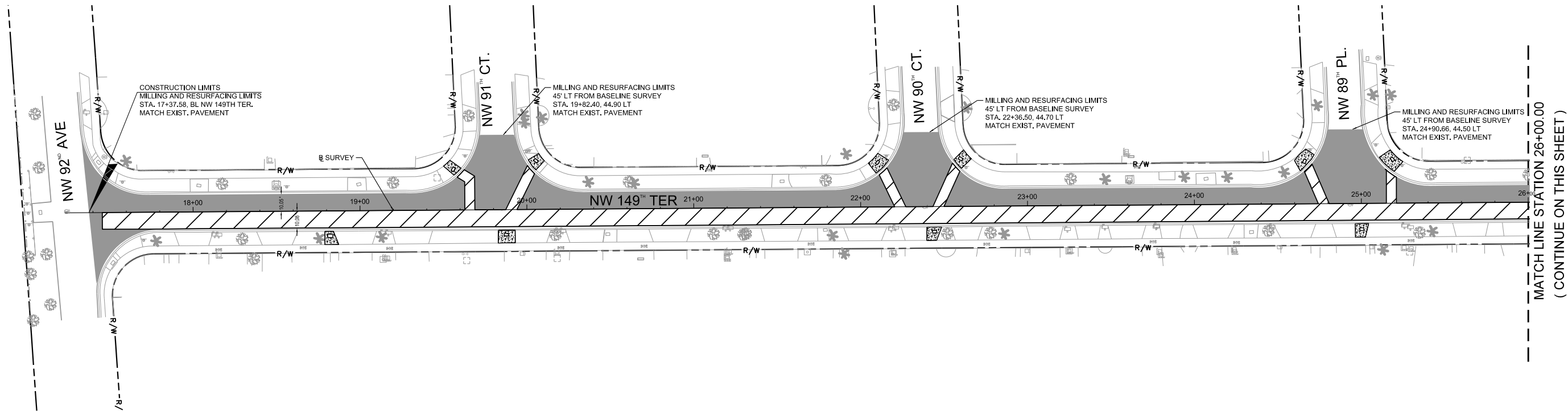
LEGEND:	
	MILLING & RESURFACING
	EXISTING RIGHT OF WAY
	ASPHALT PAVEMENT RESTORATION AS PER MDPW DETAIL R 21.1
	CATCH BASIN PAVING. SEE DETAIL ON SHEET C-307


NW 148 TH TERRACE													
R E V I S I O N S							MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	PAVING PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248	DESIGNED BY					C-403
							Jose Santiago, P.E. No. 60248	DRAWN BY					
								CHECKED BY					

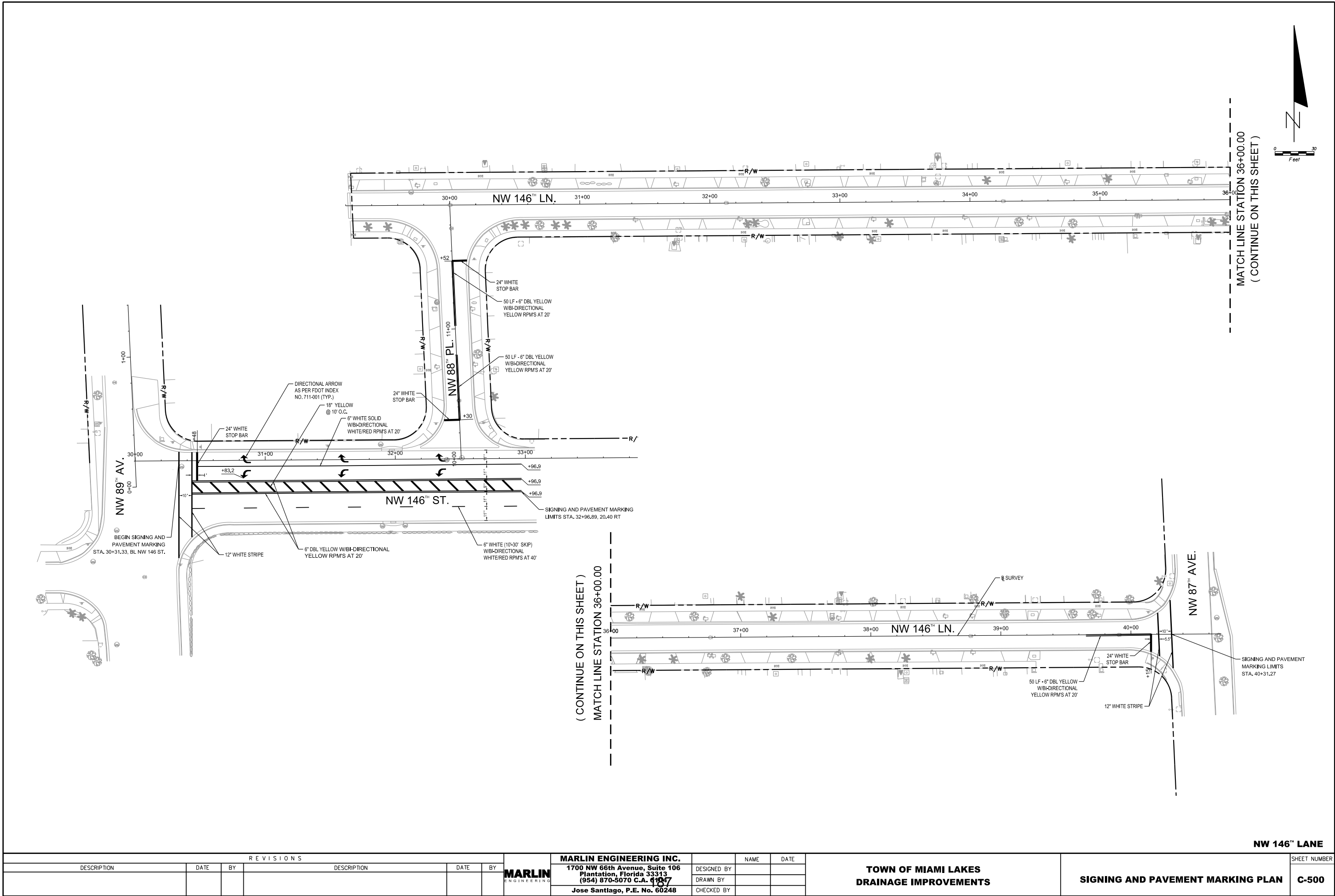


LEGEND:	
	MILLING & RESURFACING
	EXISTING RIGHT OF WAY
	ASPHALT PAVEMENT RESTORATION AS PER MDPW DETAIL R 21.1
	CATCH BASIN PAVING. SEE DETAIL ON SHEET C-307

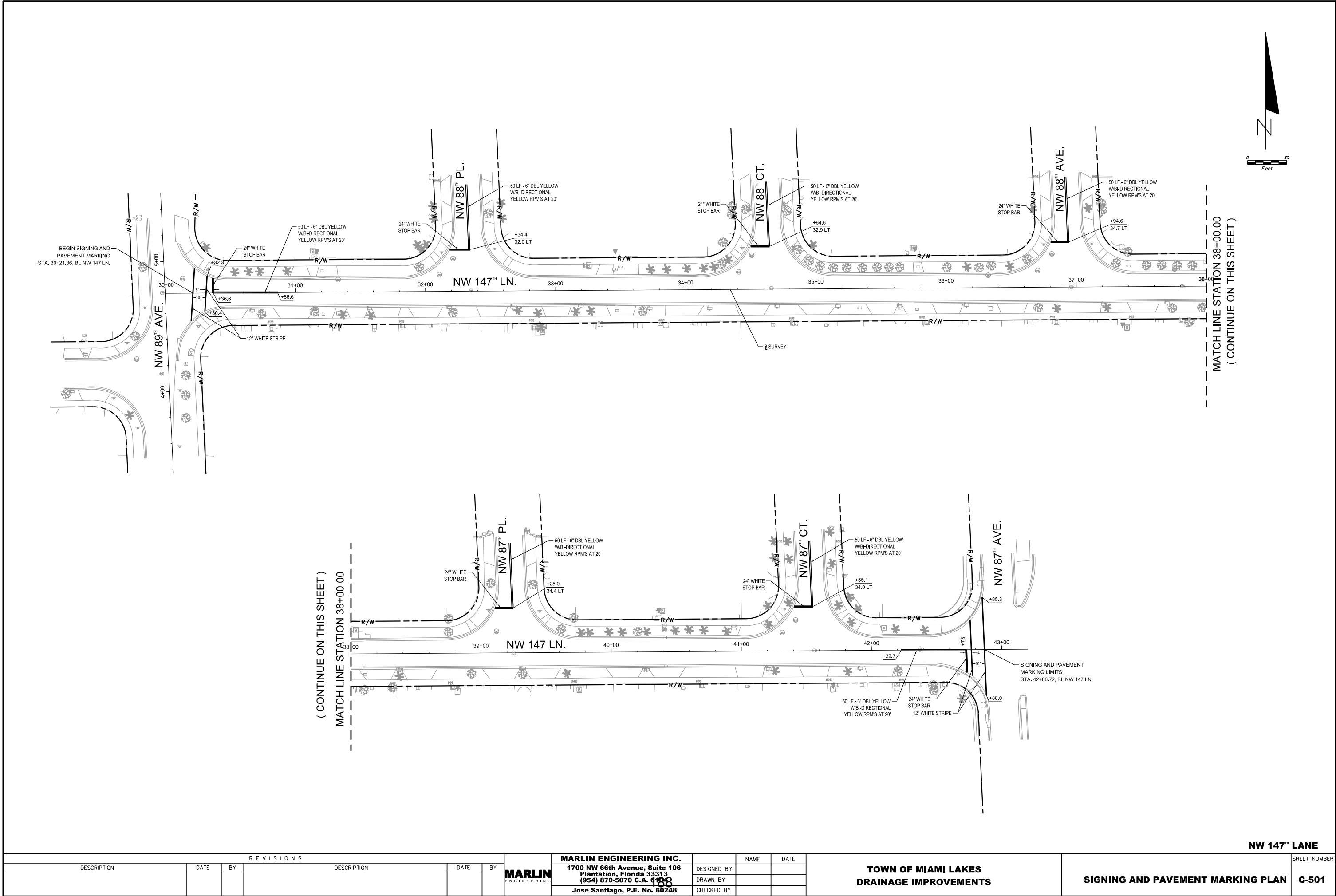
NW 148 TH TERRACE													
REVISIONS							MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	PAVING PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248	DESIGNED BY					C-404
							Jose Santiago, P.E. No. 60248	DRAWN BY					
								CHECKED BY					



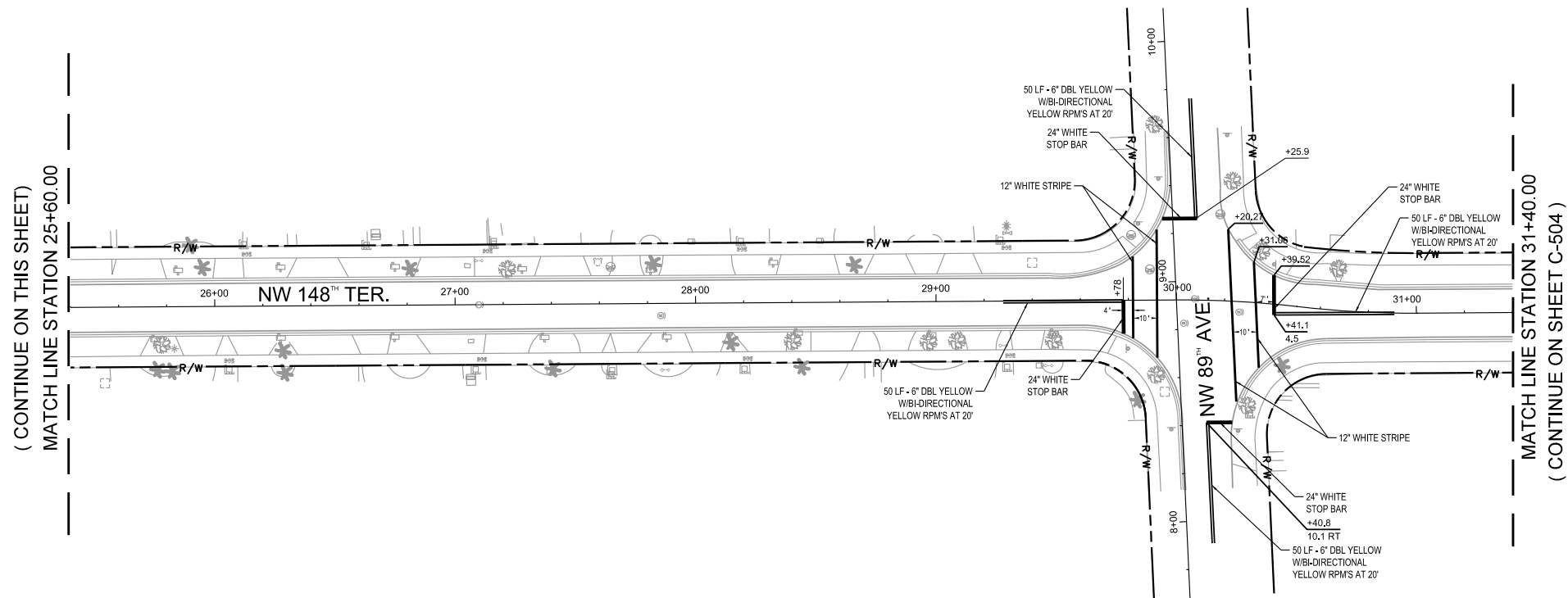
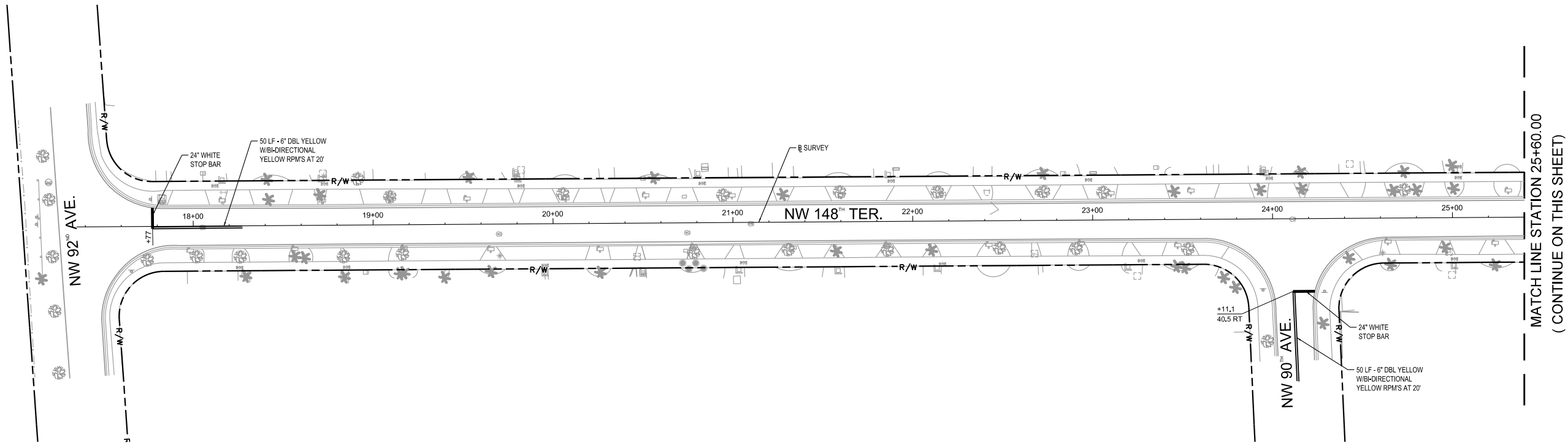
											NW 149 TH TERRACE				
REVISIONS								MARLIN ENGINEERING INC.			NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	PAVING PLAN	SHEET NUMBER C-405
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248 Jose Santiago, P.E. No. 60248		DESIGNED BY							
								DRAWN BY							
								CHECKED BY							



NW 146TH LANE

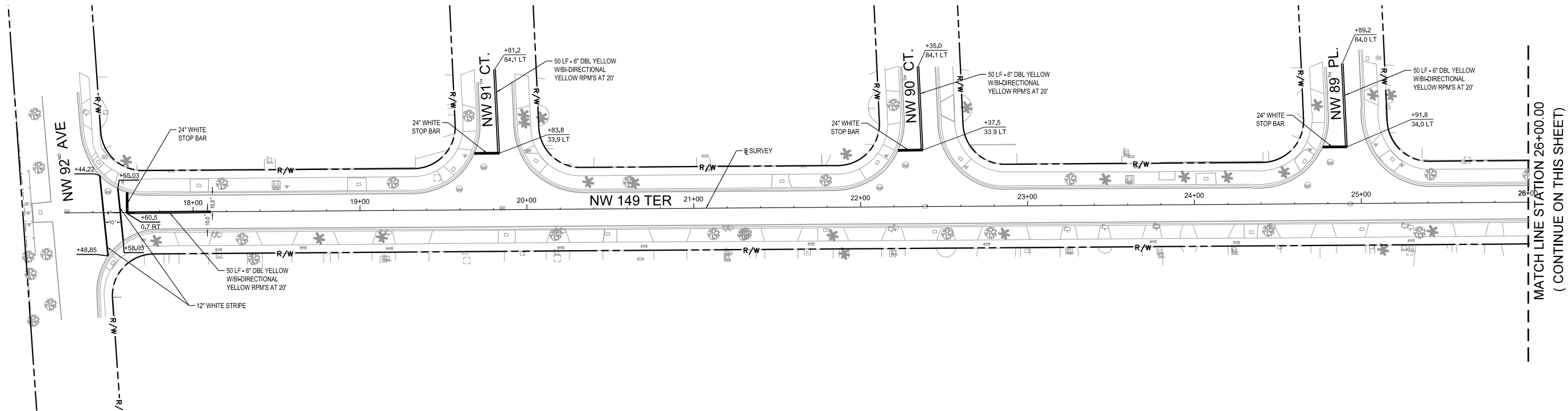


NW 147 TH LANE													
REVISIONS						<div>MARLIN ENGINEERING INC.</div>	MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	SIGNING AND PAVEMENT MARKING PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue, Suite 106 Plantation, Florida 33313 (954) 870-5070 C.A. #1063	DESIGNED BY					
							Jose Santiago, P.E. No. 60248 <th>DRAWN BY</th> <th></th>	DRAWN BY					
							<th>CHECKED BY</th> <th></th>	CHECKED BY					



NW 148TH TERRACE

REVISIONS						<div>MARLIN ENGINEERING INC. 1700 NW 66th Avenue, Suite 106 Plantation, Florida 33313 (954) 870-5070 C.A. #10410 Jose Santiago, P.E. No. 60248</div>	NAME		TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	SIGNING AND PAVEMENT MARKING PLAN	SHEET NUMBER C-503
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY						



SHEET NUMBER

MARLIN
ENGINEERING

TRAFFIC CONTROL GENERAL NOTES

1.- TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FLORIDA DOT STANDARD PLANS FOR ROADWAY CONSTRUCTION (STANDARD PLANS - INDEX 102) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2009 EDITION) AS MINIMUM CRITERIA.

2.- THE CONTRACTOR SHALL IMMEDIATELY REPAIR ALL POTHoles THAT DEVELOP WITHIN THE PROJECT LIMITS AND WILL MAINTAIN A SUPPLY OF COLD MIX ON THE PROJECT SITE TO EXPEDITE THOSE REPAIRS. COST OF REPAIR TO BE INCLUDED IN PAY ITEM 1, MAINTENANCE OF TRAFFIC.

3.- THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.

4.- ROADWAY CLOSURES SHALL OCCUR FROM:
8:00 AM TO 7:00 PM - MONDAYS THRU FRIDAYS
8:00 AM TO 9:00 PM - SATURDAYS
NO WORK TO BE PERFORMED ON SUNDAYS

5.- ALL STREETS SHALL REMAIN OPEN AND MAINTAIN TWO WAY TRAFFIC DURING NONWORKING HOURS UNLESS APPROVED BY THE ENGINEER AND THE TOWN OF MIAMI LAKES.

6.- REGULATORY SPEED ESTABLISHED WITHIN DETOUR LIMITS SHALL REMAIN THE SAME AS EXISTING POSTED SPEED.

7.- AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL COVER WORK ZONE SIGNS WHEN CONDITIONS NO LONGER WARRANT THEIR USE. COST OF COVERING AND UNCOVERING THE SIGNS SHALL BE INCLUDED IN PAY ITEM 1, MAINTENANCE OF TRAFFIC.

8.- CONTRACTOR SHALL REMOVE, RELOCATE OR COVER ANY EXISTING OR PROPOSED SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE SIGNS TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY REMOVING, RELOCATING, COVERING AND RESTORING THE SIGNS SHALL BE INCLUDED IN PAY ITEM 1, MAINTENANCE OF TRAFFIC.

9.- EACH EXISTING STREET NAME AND STOP SIGN AFFECTED BY CONSTRUCTION SHALL BE RELOCATED AND MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE SIGNS SHALL BE RESTORED TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY RELOCATING AND RESTORING THE SIGNS SHALL BE INCLUDED IN PAY ITEM 1, MAINTENANCE OF TRAFFIC.

10.- CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST FOR REMOVING THE WATER SHALL BE INCLUDED IN PAY ITEM 1, MAINTENANCE OF TRAFFIC.

11.- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING AT HIS OWN EXPENSE ANY ITEMS DAMAGED DUE TO HIS PERSONNEL OR EQUIPMENT INSIDE AND/OR OUTSIDE OF THE CONSTRUCTION AREA.

12.- CONTRACTOR SHALL INSURE THAT ALL MUD OR ANY OTHER TYPE OF DEBRIS IS CLEANED FROM ADJACENT ROADWAYS (WHERE APPLICABLE) AT THE END OF EACH DAY. CONTRACTORS SHALL BE LIABLE FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY ANY TYPE OF DEBRIS LEFT ON ROADWAYS AND/OR PEDESTRIAN WAYS.

13.- CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IN CASE OF DAMAGE, THE CONTRACTOR SHALL REPLACE IRRIGATION SYSTEMS TO MATCH EXISTING CONDITIONS AND LOCATION AT HIS EXPENSE.

14.- CONTRACTOR SHALL COMPLY WITH THE TOWN OF MIAMI LAKES NOISE ORDINANCE. ANY EXCEPTIONS SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT FOR APPROVAL IN WRITING.

15.- ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOW OF MUD ONTO ANY PUBLIC RIGHT-OF-WAY. THIS SHALL REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS REQUIRE. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.

16.- THE CONTRACTOR SHALL NOT CLOSE MORE THAN ONE STREET AT A TIME.

17.- BEFORE BEGINING CONSTRUCTION ON A NEW STREET, THE CONTRACTOR MUST AT LEAST COMPLETE THE CONSTRUCTION OF THE DRAINAGE SYSTEM AND THE ROADWAY BASE ON THE PREVIOUS STREET.

18. THE CONTRACTOR SHALL ALLOW VEHICULAR AND PEDESTRAIN ACCESS AT ALL TIMES.

19.- THE CONTRACTOR SHALL NOT TRENCH MORE THAN WHAT HE/SHE CAN RESTORE THE SAME DAY.

20. -THE CONTRACTOR SHALL PROVIDE TEMPORARY PAVEMENT MARKINGS WITHIN THE SAME DAY THEY WERE REMOVED DUE TO CONSTRUCTION.

21. -THE CONTRACTOR SHALL PROVIDE THE ENGINEER A DETOUR ROUTE 72 HOURS IN ADVANCE FOR APPROVAL WHEN CLOSING A STREET FOR CONSTRUCTION.

DROP OFFS:

22.- FOR DROP OFFS, THE CONTRACTOR'S ATTENTION IS DIRECTED TO CURRENT FDOT STANDARD PLAN INDEX 102-600, SHEET 9 OF 12.

INTERSECTIONS:

23.- ADJACENT INTERSECTIONS SHALL NOT BE CONSTRUCTED SIMULTANEOUSLY UNLESS DIRECTED BY THE ENGINEER.

ADVANCE CONSTRUCTION NOTICE:

24.- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ADVANCE WARNING MESSAGE SIGNS L-1 AND L-2 TWO WEEKS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL USE ADVANCE WARNING MESSAGE SIGNS L-3 AND L-4 DURING CONSTRUCTION. ALL ADVANCE WARNING SIGNS SHALL HAVE TWO TYPE B HIGH INTENSITY FLASHING WARNING LIGHTS AS INDICATED HEREINAFTER.

PEDESTRIANS:

25.- DURING THE ENTIRE CONSTRUCTION OF THE PROJECT, ANY DROP OFF ADJACENT TO THE EXISTING SIDEWALK SHALL BE BACKFILLED FLUSHED WITH THE SIDEWALK OR SHALL BE PROTECTED WITH BARRICADES.

26.- CHANNELIZING DEVICES SHALL BE USED TO PREVENT PEDESTRIAN FROM ENTERING THE WORK ZONE. COST SHALL BE INCLUDED IN PAY ITEM 1, MAINTENANCE OF TRAFFIC.

PHASE 1: CONSTRUCTION OF DRAINAGE SYSTEM/ROADWAY BASE (DETOUR)

1.- PLACE ALL TRAFFIC CONTROL DEVICES AND TEMPORARY SIGNING NECESSARY TO CLOSE THE ROADWAY AND PROVIDE DETOUR.

2.- DETOUR TRAFFIC.

3.- CONSTRUCT DRAINAGE SYSTEM AND RECONSTRUCT PAVEMENT EXCLUDING ASPHALT OPERATIONS.

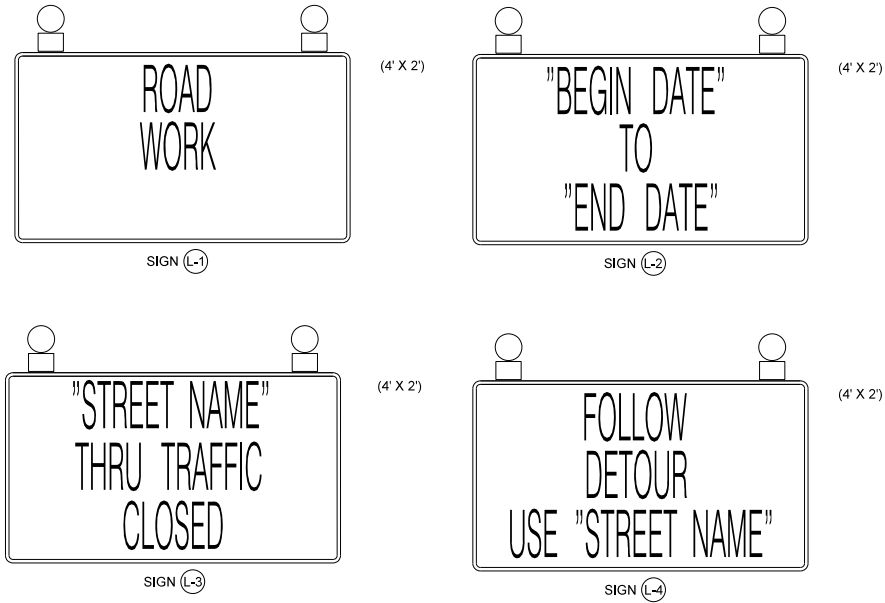
PHASE 2: ROADWAY ASPHALT OPERATIONS (LANE CLOSURE)

1.- PLACE ALL TRAFFIC CONTROL DEVICES AND TEMPORARY SIGNING NECESSARY TO MAINTAIN TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY FLAGGING OPERATIONS AS PER FDOT STANDARD PLAN INDEX 102-603.

2.- PERFORM ASPHALT OPERATIONS.

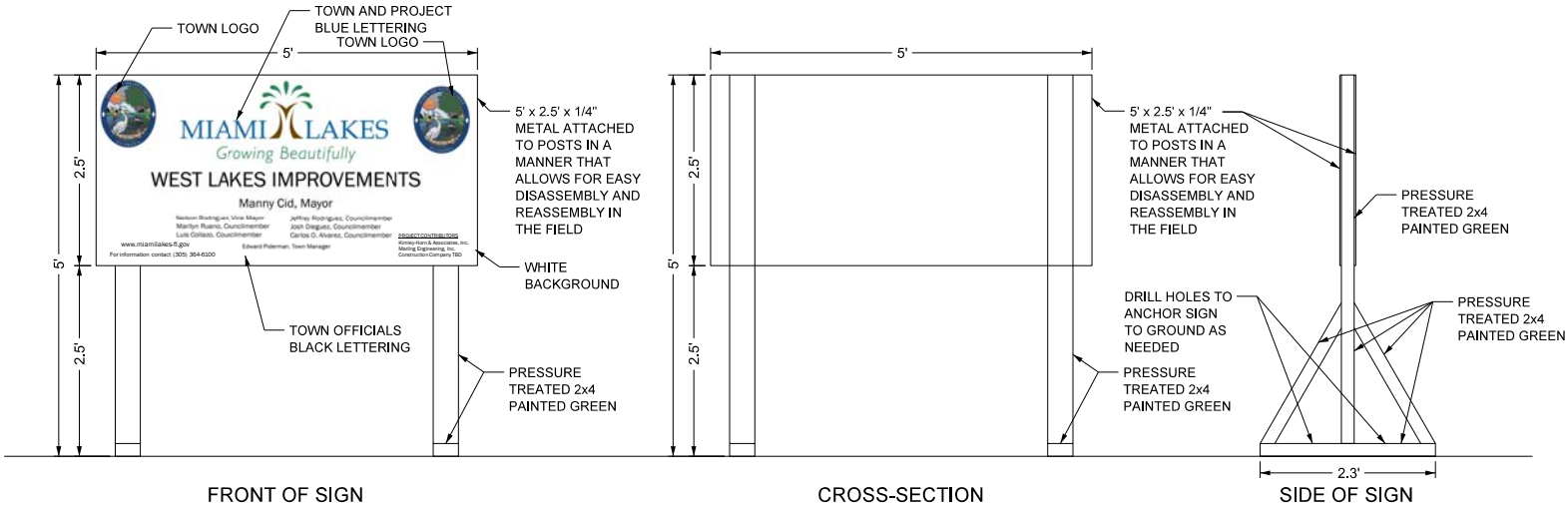
3.- PLACE PAVEMENT MARKINGS.

4.- OPEN ROADWAY TO TWO-WAY TRAFFIC



*- CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR THE PLACEMENT OF POST-MOUNTED SINGS.

PROJECT CONSTRUCTION SIGN



						<div>MARLIN ENGINEERING</div>	MARLIN ENGINEERING INC.			NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	TRAFFIC CONTROL PLAN GENERAL NOTES	SHEET NUMBER
DESCRIPTION			DATE	BY	1700 NW 66th Avenue, Suite 106 Plantation, Florida 33313 (954) 870-5070 C.A. No. 6004 Jose Santiago, P.E. No. 60248			DESIGNED BY			C-600			
								DRAWN BY						
								CHECKED BY						

BEST MANAGEMENT PRACTICES (BMPS):

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF THE MIAMI-DADE COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), CHAPTER 17-25, F.A.C., THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CHAPTER 400-4, F.A.C. AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) DOCUMENT NO. EPA 832/R-92-005 (SEPTEMBER 1992). THE PLAN ADDRESSES THE FOLLOWING:

- A. PREVENT LOSS OF SOIL DURING CONSTRUCTION BY STORMWATER RUNOFF AND/OR WIND EROSION, INCLUDING PROTECTING TOPSOIL BY STOCKPILING FOR REUSE.
- B. SEDIMENT PROTECTION OF STORM SEWER OR RECEIVING STREAM.
- C. PREVENT POLLUTING THE AIR WITH DUST AND PARTICULATE MATTER. THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS -REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. CONTRACTOR SHALL PREPARE REQUIRED NPDES DOCUMENTATION AND OBTAIN PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PREPARE THE REQUIRED NPDES DOCUMENT AND OBTAIN THE NPDES PERMIT. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE DEEMED INCIDENTAL TO THE PROJECT LUMP SUM COST.

GENERAL EROSION CONTROL NOTES:

- A. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THESE EROSION CONTROL DRAWINGS, THE STANDARD DETAILS, THE NPDES PERMIT (TO BE OBTAINED BY CONTRACTOR) AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THIS DRAWING AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP) IN ALL CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - 1. FUEL SPILLS AND LEAKS PREVENTION
 - 2. PREVENT/REDUCE VEHICLE AND EQUIPMENT WASHING AND STEAM CLEANING
 - 3. VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIR
 - 4. PROPER OUTDOOR LOADING/UNLOADING OF MATERIALS
 - 5. PREVENT/REDUCE OUTDOOR STORAGE OF RAW MATERIALS, PRODUCTS, AND BY-PRODUCTS
 - 6. SOLID WASTE MANAGEMENT
 - 7. HAZARDOUS WASTE MANAGEMENT
 - 8. CONCRETE WASTE MANAGEMENT
 - 9. SANDBLASTING WASTE MANAGEMENT
 - 10. STRUCTURE CONSTRUCTION AND PAINTING
 - 11. SPILL PREVENTION AND CONTROL
 - 12. CONTAMINATED SOIL MANAGEMENT
 - 13. SANITARY/SEPTIC WASTE MANAGEMENT
 - 14. SOIL EROSION CONTROL
 - 15. STORM WATER TURBIDITY MANAGEMENT

ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

- D. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- E. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. CONTRACTOR MUST MAINTAIN ALL PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS ON SITE AT ALL TIMES.
- F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- G. CONTRACTOR SHALL BEGIN CLEARING AND GRUBBING THOSE PORTIONS OF THE SITE NECESSARY TO IMPLEMENT PERIMETER CONTROL MEASURES. CLEARING AND GRUBBING FOR THE REMAINING PORTIONS OF THE PROPOSED SITE SHALL COMMENCE ONCE PERIMETER CONTROLS ARE IN PLACE. PERIMETER CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL SAID AREAS HAVE BEEN STABILIZED AND SHALL BE REMOVED ONCE FINAL STABILIZATION IS COMPLETE.
- H. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION.
- I. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

J. SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMP'S IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

STORM WATER EROSION CONTROL PRACTICES:

- A. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM DETENTION PONDS AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- B. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- C. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (COMPOST SOCK DEVICES, ETC.) TO PREVENT EROSION.
- D. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.
- E. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:
 - 1. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
 - 2. STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.
 - 3. WHEN NEEDED A TEMPORARY SEDIMENT TRAP SHOULD BE CONSTRUCTED TO DETAIN SEDIMENT-LADEN RUNOFF FROM DISTURBED AREAS.
- F. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.
- G. SLOPES OF BANKS OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL, AS APPLICABLE.
- H. SOD SHALL BE PLACED FOR A 2-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.
- I. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED.
- J. FILTER FABRIC SHOULD BE USED FOR STORM DRAIN INLET PROTECTION BEFORE FINAL STABILIZATION.

WIND EROSION CONTROL PRACTICES:

- A. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:
 - 1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
 - 2. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED (SEE PERMANENT STABILIZATION PRACTICES FOR DETAILS). THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER (SEE TEMPORARY STABILIZATION PRACTICES FOR DETAILS).
 - 3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS SHOULD INCLUDE ERECTION OF DUST CONTROL FENCES. A 6-FT GEOTEXTILE FILTER FIBER SHOULD BE HANGING AGAINST THE EXISTING CHAIN LINK FENCE AND GATE.
- B. ALL DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

STABILIZATION PRACTICES:

SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62-621.300(4)(a)

STRUCTURAL PRACTICES:

SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62-621.300(4)(a)

WASTE DISPOSAL:

- A. WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.
- B. HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.
- C. SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.
- D. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

OFFSITE TRACKING:

- A. STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPULIN.
- B. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATION PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.
- C. ALL WASH WATER FROM CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC. SHALL BE DETAINED ON SITE AND SHALL BE PROPERLY TREATED OR DISPOSED.
- D. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- E. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

SPILL CLEAN UP:

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED ABOVE, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

- A. SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.
- B. THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.
- C. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ONSITE AND READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- D. ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.
- E. WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.
- F. TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.
- G. AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.
- H. THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

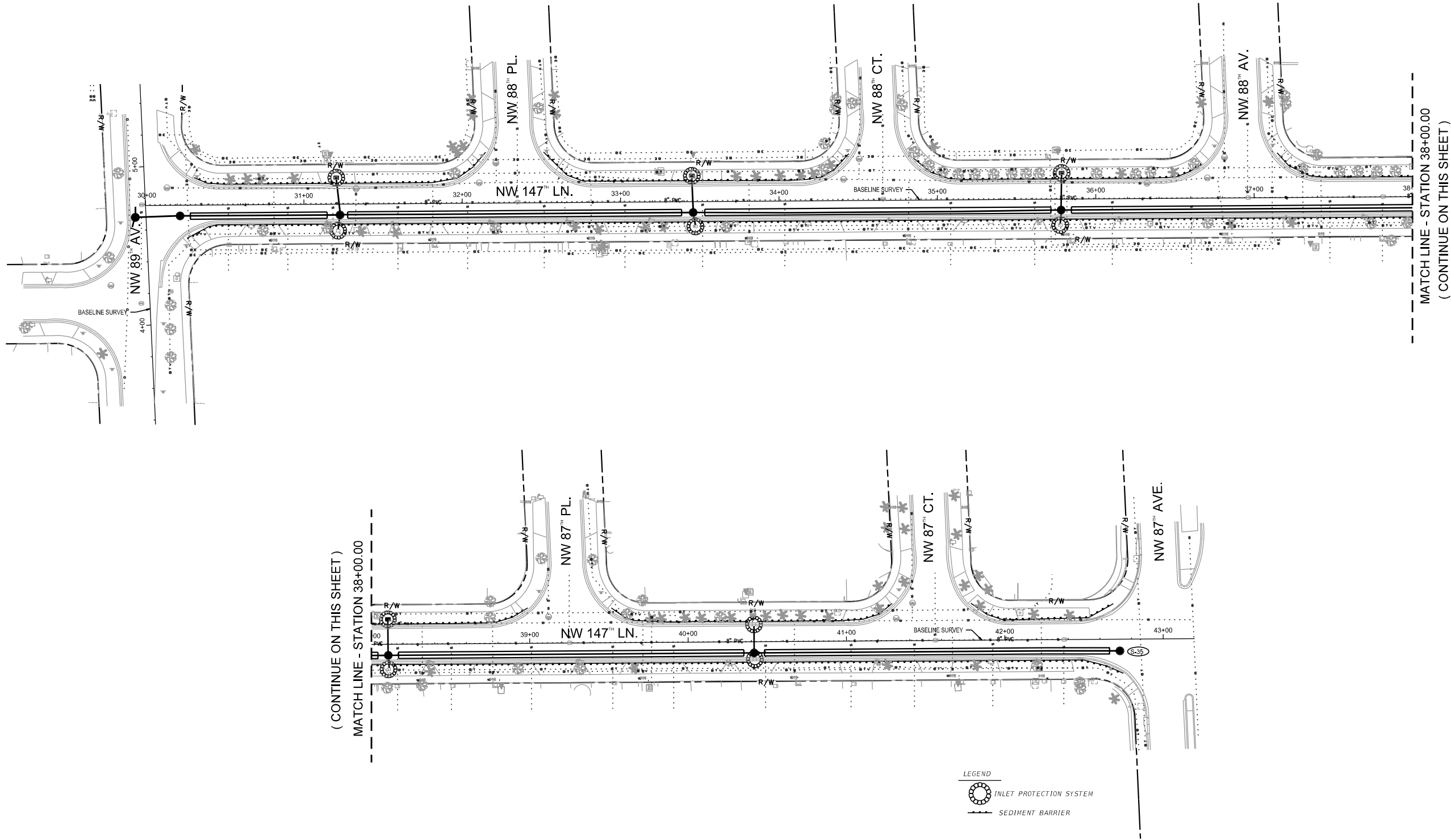
MAINTENANCE:

- ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
 - A. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
 - B. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEDED AS NEEDED.
 - C. THE COMPOST SOCK FILTRATION DEVICE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF DEVICE. COMPOST SOCK SHALL BE REPAIRED TO ITS ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE COMPOST SOCK WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE COMPOST SOCK.
 - D. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
 - E. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
 - F. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 10% AND AFTER CONSTRUCTION IS COMPLETE.
 - G. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
 - H. DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.
 - I. A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.
 - J. ALL REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.
 - K. THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

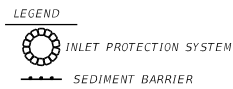
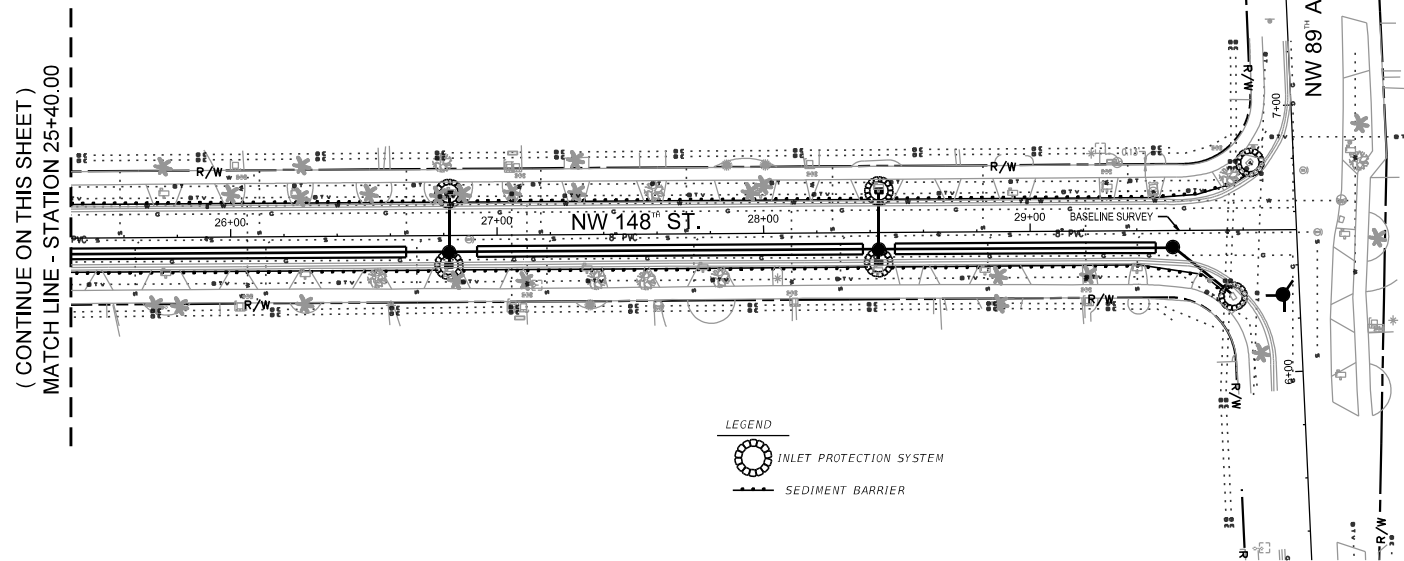
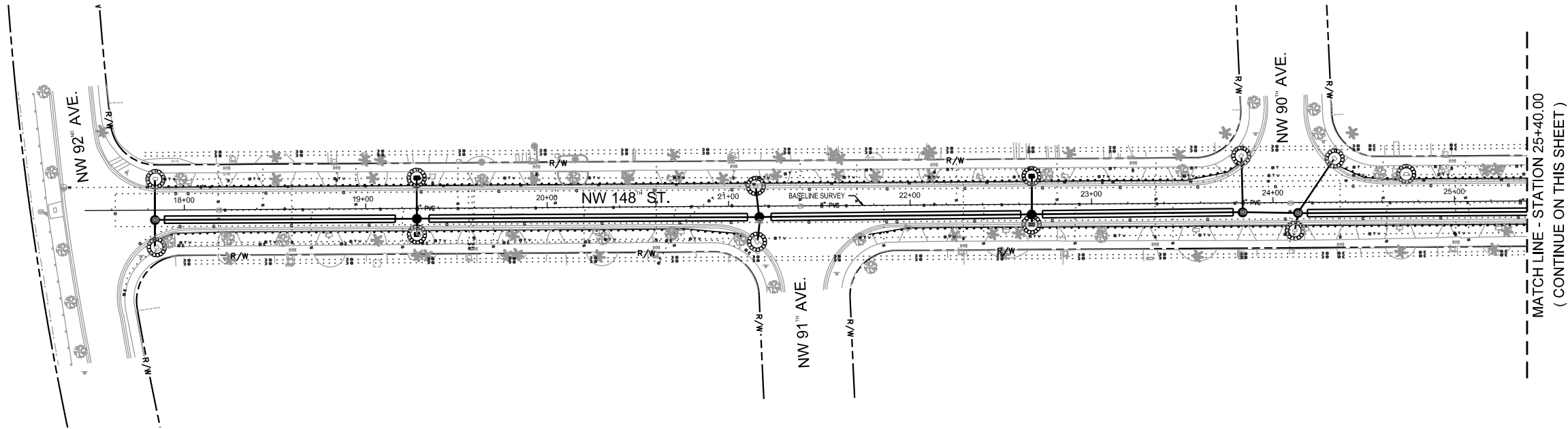
SPILL PREVENTION AND CONTROL:

- THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.
 - A. GOOD HOUSEKEEPING
 - 1. SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.
 - 2. STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
 - 3. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
 - 4. ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
 - 5. PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
 - 6. ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
 - B. HAZARDOUS PRODUCTS
 - 1. MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.
 - 2. PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.
 - C. PRODUCT SPECIFIC PRACTICES
 - 1. PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
 - 2. THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.
 - 3. PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.
 - 4. CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

R E V I S I O N S								MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	EROSION AND SEDIMENT CONTROL NOTES	SHEET NUMBER C-700
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 60248	DESIGNED BY						
							Jose Santiago, P.E. No. 60248	DRAWN BY						
								CHECKED BY						

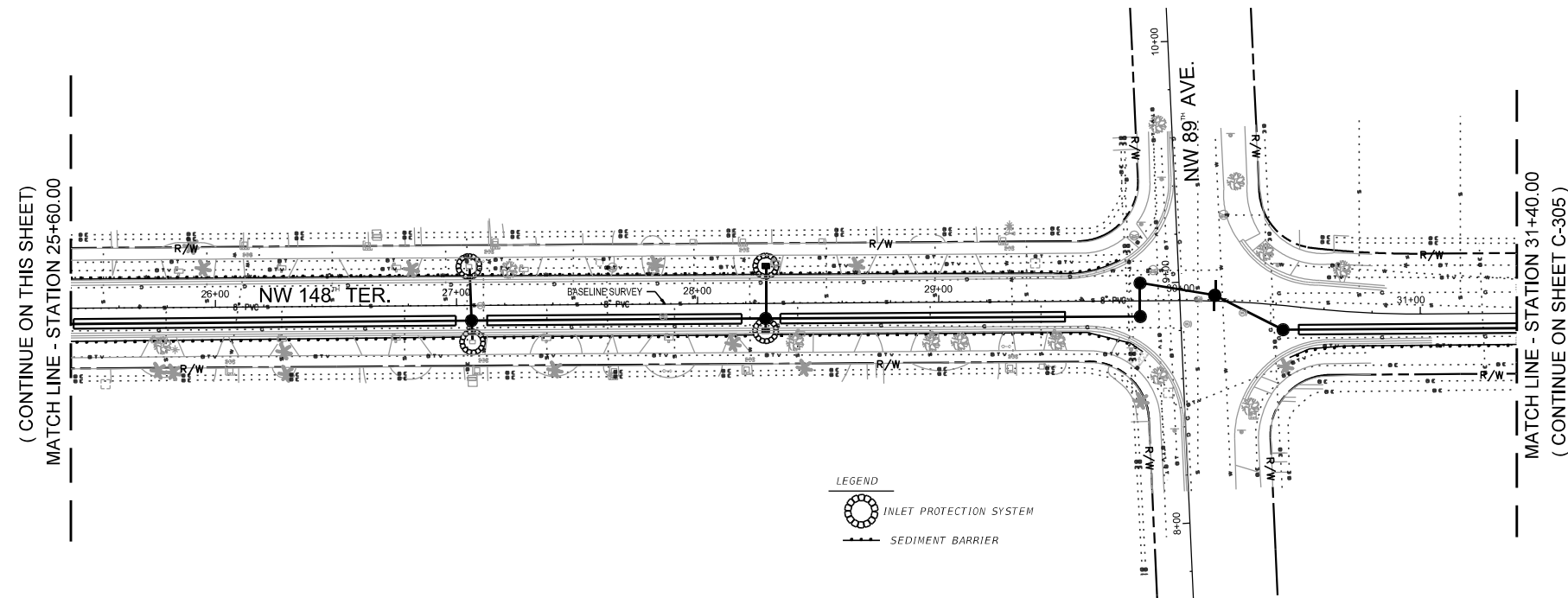
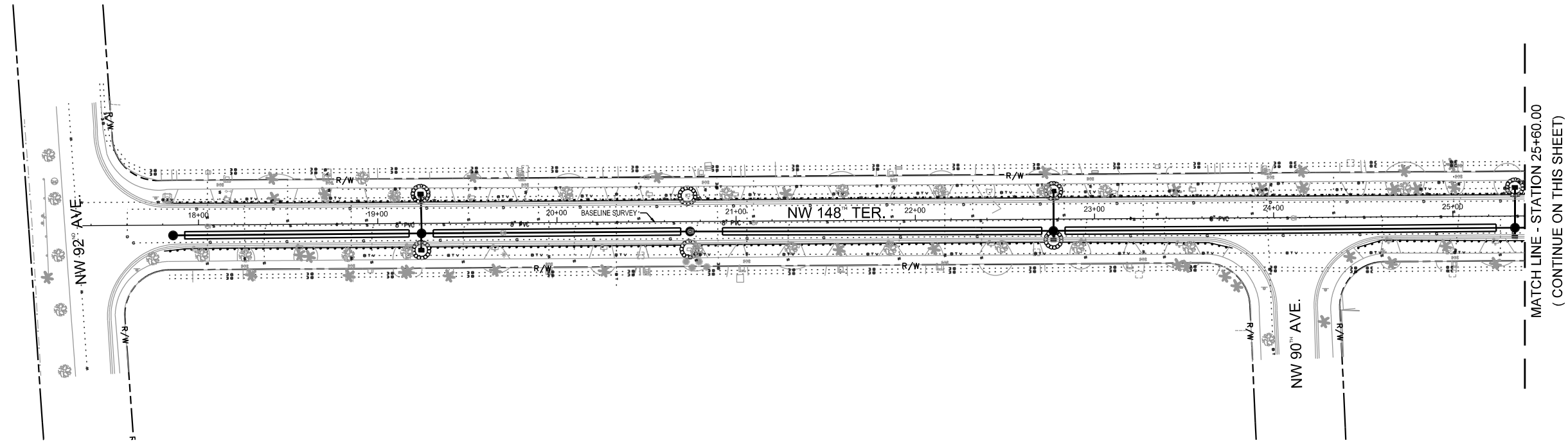



REVISIONS						MARLIN ENGINEERING INC.				TOWN OF MIAMI LAKES		EROSION AND SEDIMENT CONTROL PLAN	SHEET NUMBER C-702
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 6104				DESIGNED BY	NAME		
						Jose Santiago, P.E. No. 60248				DRAWN BY			
						CHECKED BY							

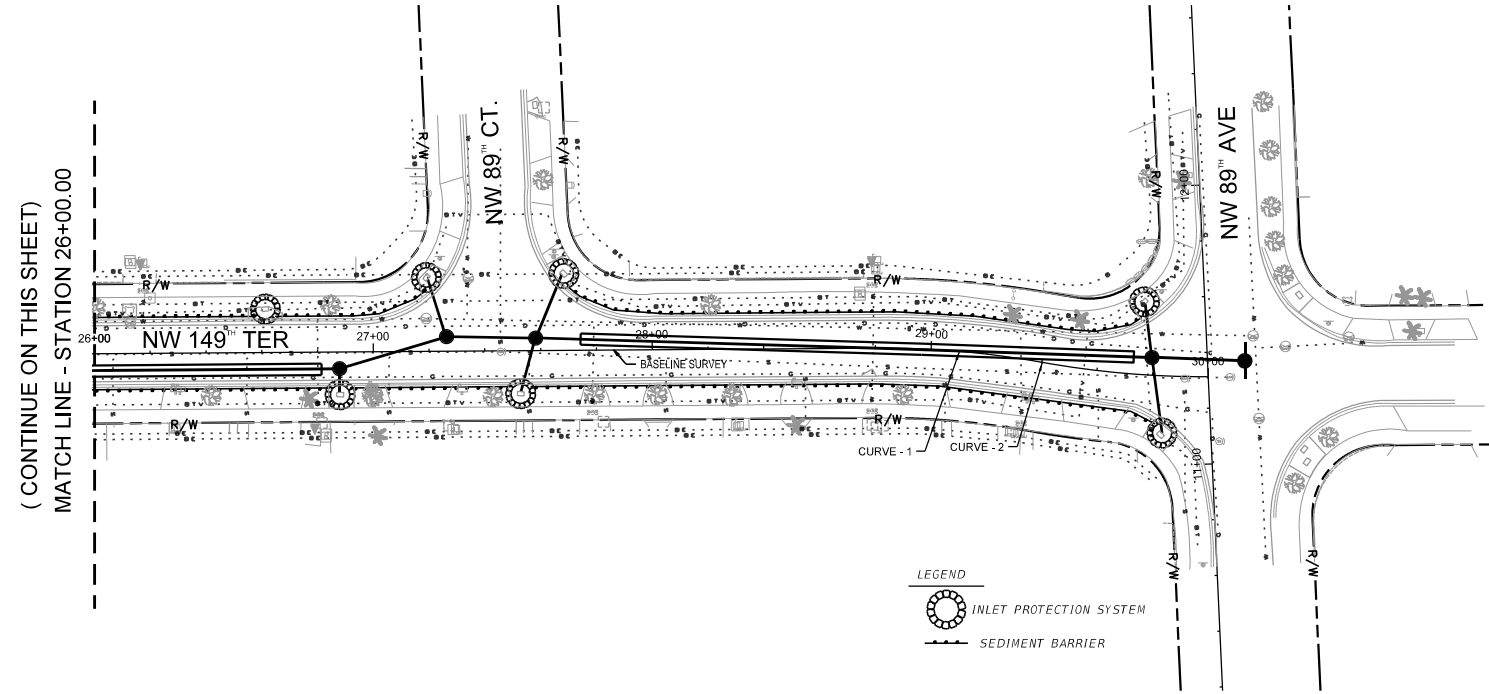
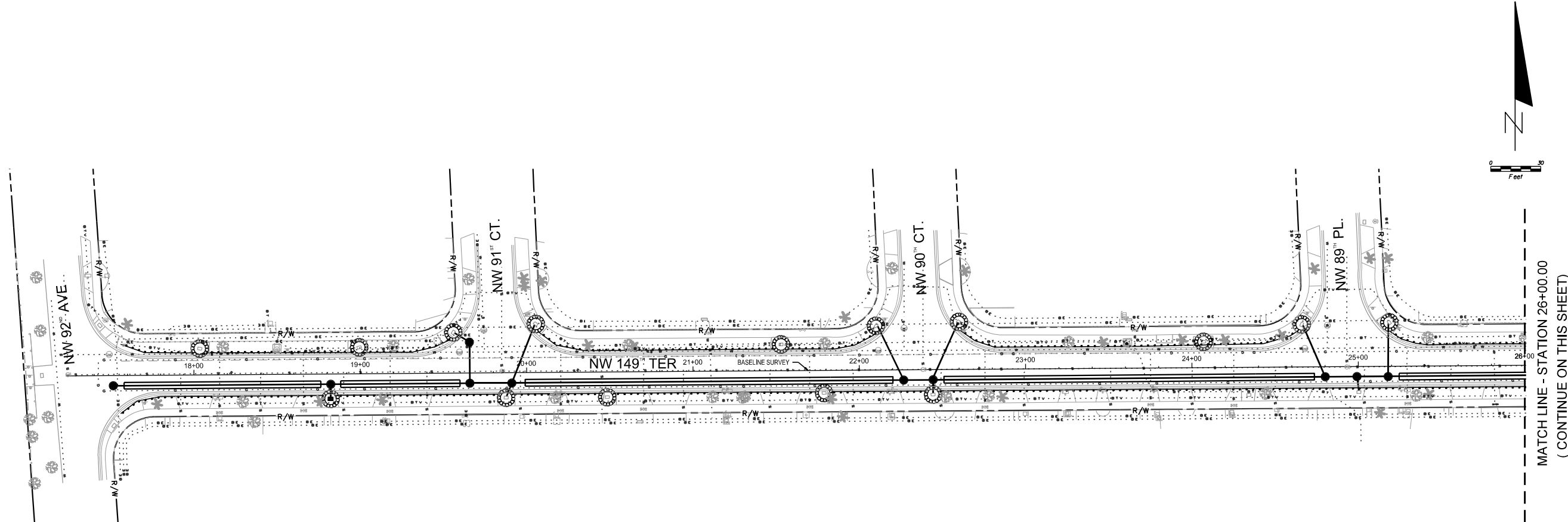


NW 148TH STREET

REVISIONS						<div> <div>MARLIN ENGINEERING</div> <div> MARLIN ENGINEERING INC. 1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 6104 Jose Santiago, P.E. No. 60248 </div> </div>	NAME		<div> TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS </div>	<div> EROSION AND SEDIMENT CONTROL PLAN </div>	<div> SHEET NUMBER C-703 </div>
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY						



NW 148TH TERRACE													
REVISIONS							MARLIN ENGINEERING INC.		NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	EROSION AND SEDIMENT CONTROL PLAN	SHEET NUMBER
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY		1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 6104	DESIGNED BY					C-704
							Jose Santiago, P.E. No. 60248	DRAWN BY					
								CHECKED BY					



NW 149TH TERRACE

REVISIONS						MARLIN ENGINEERING	MARLIN ENGINEERING INC. 1700 NW 66th Avenue Plantation, Florida 33313 (954) 870-5070 C.A. No. 6104 Jose Santiago, P.E. No. 60248	DESIGNED BY	NAME	DATE	TOWN OF MIAMI LAKES DRAINAGE IMPROVEMENTS	EROSION AND SEDIMENT CONTROL PLAN	SHEET NUMBER C-706
DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY								

SCALE 1"=30'



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Award of a Work Order for Post Design Services for the West Lakes Drainage Improvement Project

Date: July 14, 2020

Recommendations:

It is recommended that the Town Council authorize the Town Manager to execute a work order with Marlin Engineering, Inc. ("Marlin") for post design services, in an amount not to exceed \$47,297.44. Funds for this work order are budgeted from the Capital Improvement Fund in Fiscal Year 2019-20.

Background:

During the September 2017, Council Meeting, the Town Council approved and awarded Contract RFQ2017-32(M) to Marlin Engineering for Miscellaneous Civil Engineering Services.

In 2018, the Town issued a work order to Marlin to update the plans for the West Lakes Drainage Improvement Project, and re-permit the project with Miami Dade County and South Florida Water Management District. After the plans were finalized and permits obtained, the Town issued Request for Proposals ("RFP") 2020-11 for West Lakes Drainage and Roadway Improvements Project on December 20, 2019. A recommendation to award a contract to RG Underground Engineering, Inc. is on the agenda for approval concurrently with the work order for post design services for Marlin. Post design services include, but not limited to, providing field support and direction to the construction contractor, reviewing shop drawings, providing design revisions as necessary, periodic field observations, review of as-builts, attend required field inspections, and assist with permit and project closeout.

Therefore, Town Staff recommends approval of the work order to Marlin for post design services for the West Lakes Drainage Improvement Project.

Attachments:

Consultant Work Order Proposal
Resolution



January 27, 2020

Carlos Acosta, P.E.
Public Works Department
Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, FL 33104
cacosta@miamilakes-fl.gov

Re: Professional Consulting Services for the Post Design Services (West Lakes Drainage and Roadway Improvement Project).

Dear Mr. Acosta:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Professional Services Agreement provided by the Town of Miami Lakes ("Town") for Continuing Civil Engineering Services for Miscellaneous Projects (2017-32), dated November 15, 2017

I. General

The project consists of providing Post Design Services for the West Lakes Drainage and Roadway Improvement Project.

II. Scope of Services

Task 1 – Post Design Services

- Provide field support and direction to the Contractor. Prepare a weekly observation report documenting contractor progress for pay application/certifications. (1 visit/week @ 3 hrs for 42 weeks) = **126 hours + 20 hours (Field Support by PM and Sr. Eng).**
- Provide written responses and/or revisions to all requests for information (RFIs) including assistance with the review and technical evaluation of Contractor's request for change orders and claims, permit close out support, and provide recommendations and cost evaluations to the Town during construction. (**80 hours** – 10 month construction duration).
- Shop Drawing Review (**8 hours**)
- Provide design revisions, as necessary (**100 hours**)
- Attend and participate in the pre-construction meeting (**6 hrs**).
- Attend Substantial Completion inspection and physical walk-through of the project (**4 hrs**).
- Review as-built drawings to verify that the Contract Drawings are properly noted to reflect actual construction (**8 hrs**).
- Attend Final Completion meeting and physical walk through of the project (**7 hrs**).

III. Subconsultants – Optional Services

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

Subconsultant Name	Specialty or Expertise
N/A	N/A

IV. Schedule of Work

SCHEDULE OF DELIVERABLES			
Task or Activity ID#	Major Task, Sub-Task, Activity, or Deliverables	Duration	Delivery Date
1	Post Design Services	42 weeks	Ongoing

V. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of \$47,297.46. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental work order.

SUMMARY OF COMPENSATION			
Task or Activity ID #	Task Name and/or Activity Description	Fee Amount	Fee Basis
1	Post Design Services	\$47,297.46	Not to Exceed



VI. Additional Services

Additional services and unforeseen circumstances beyond established scope shall be negotiated in good faith and at the sole discretion of the Town.

VII. Project Manager

Consultant's Project Manager for this Project will be Jose Santiago, P.E.

Submitted by:

Jose L Santiago

Digitally signed by Jose L Santiago
DN: c=US, o=Unaffiliated,
ou=A01427E0000016566EFD6600005
6E8, cn=Jose L Santiago
Date: 2020.02.27 05:53:40 -05'00'

Jose Santiago P.E., Vice President
Marlin Engineering, Inc

Reviewed and approval in concept recommended by:



Department Director



Town Manager



Procurement Manager

CITY OF MIAMI LAKES

Consultant Name: **Marlin Engineering, Inc.**
Contract No.:
Date: 2/27/2020
Work Order No:

Consultant Fee Proposal Worksheet

Project: **West Lakes Drainage and Roadway Improvements - Post Design**
Project No.:

Description:

STAFF CLASSIFICATION

Job Classification Assigned Staff Approved Rate	Project Manager Jose Santiago Rate: \$60.29		Senior Engineer Rafael Lagos Rate: \$60.00		Senior Inspector Ricardo Angulo Rate: \$35.00		Project Engineer Roxana Matamoros Rate: \$48.27		Rate:		Staff Hours		Salary		Average	
Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	By	Task	Cost By	Task	Rate Per	Task
1 Field visits	4	\$241	16	\$960	126	\$4,410					146		\$5,611		\$38.43	
2 RFI and Revision Support	2	\$121	14	\$840			64	\$3,089			80		\$4,050		\$50.62	
3 Shop Drawing Review			4	\$240			4	\$193			8		\$433		\$54.14	
4 Design Support	10	\$603	10	\$600			80	\$3,862			100		\$5,065		\$50.65	
5 Attend pre-construction meeting	3	\$181			3	\$105					6		\$286		\$47.65	
6 Attend Substantial Completion Mtg and Wikthru					4	\$140					4		\$140		\$35.00	
7 Review as-built drawings			8	\$480	7	\$245					8		\$480		\$60.00	
9 Attend Final Competition Mtg and Wikthru											7		\$245		\$35.00	
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Total Staff Hours	19	\$1,145.51	52	\$3,120.00	140	\$4,900.00	148	\$7,143.96			359		\$16,309.47		\$45.43	
Total Staff Cost																
Total % of Work by Position	5.3%	14.6%	39.0%	41.2%												

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

1 - SUBTOTAL ESTIMATED FEE: multiplier 2.90 \$47,297.46

additional Services (All)

Subconsultant

Subconsultant

Subconsultant

Principal's Fee

2 - SUBTOTAL ESTIMATED FEE:

Geotechnical Field/Lab Testing

Survey Fee (or Survey Crew Fee)

Other Misc. Fee

3 - SUBTOTAL ESTIMATED FEE: Enter Fee Description

Additional Services (Allowance)

Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

\$47,297.46

Estimate of Principal's Fee

Total hours

/ hour = \$

Notes

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden

3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope

and Staff Hour Estimation Handbook

4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A WORK ORDER PURSUANT TO CONTRACT 2017-32(M) FOR MISCELLANEOUS ENGINEERING SERVICES, WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED FORTY SEVEN THOUSAND TWO HUNDRED NINETY SEVEN DOLLARS AND 44/100 FOR POST DESIGN SERVICES ON THE WEST LAKES DRAINAGE IMPROVEMENT PROJECT; 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 WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the September 2017 Town of Miami Lakes (the “Town”) Council meeting, the Town awarded Contract 2017-32(M) to Marlin Engineering for Miscellaneous Civil Engineering Services (“Marlin”); and

WHEREAS, in 2018, the Town issued a work order to Marlin to update the plans for the West Lakes Drainage Improvement Project, and re-permit the project with Miami-Dade County and South Florida Water Management District; and

WHEREAS, during December 2019, a recommendation to award a contract to RG Underground Engineering, Inc., is on the agenda for approval; and

WHEREAS, if awarded, Marlin Engineering’s post engineering services will include providing field support, direction to construction contract, reviewing shop drawings, and providing design revisions as necessary; and

WHEREAS, it is recommended that the Town Council approve a work order agreement with Marlin Engineering for post-design services in amounts not to exceed Forty-Seven Thousand Two Hundred Ninety-Seven Dollars and 44/100 (\$47,297.44).

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

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

Section 2. **Approval of the Contract Amendments.** The Council approves the Work Order with Marlin Engineering, pursuant to RFQ 2017-32(M), in an amount not to exceed Forty-Seven Thousand Two Hundred Ninety Seven Dollars and 44/100 (\$47,297.44), for post-design services on West Lakes Drainage Improvement Project.

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney and/or his designee are authorized to take all steps necessary to implement the work order with Marlin Engineering for post-design services on West Lakes Drainage Improvement Project.

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds in an amount not to exceed Forty Seven Thousand Two Hundred Ninety Seven Dollars and 44/100 (\$47,297.44) for post-design services on West Lakes Drainage Improvement Project.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Passed and adopted this _____ day of _____, 2020.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez, and Mestre, PLLC
TOWN ATTORNEY



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Debris Site License Use Agreement Contract

Date: July 14, 2020

Recommendation:

It is recommended that the Town Council authorize the Town Manager to enter into a License Use Agreement (LUA) with the Grahams Company in order to secure a location for the purpose of receiving, storing and processing (including reduction by grinding and/or burning) debris resulting from a hurricane in connection with post-hurricane cleanup by the Town.

Background:

The Federal Emergency Management Agency (FEMA) requires that the Town have a temporary debris storage site available in the event of a hurricane. In which the Town's original debris storing location, a Graham Property as well, was developed on and no longer accessible to satisfy the need. A new site was later identified and pursued for debris storage needs.

In 2014, the Town Council approved Resolution 2014-1167 granting the authorization to the Town manager to implement the terms and conditions for the debris license agreement. This agreement granted the use of the new parcel along Commerce Way between NW 167th St. and NW 148th St for a total of five (5) years. The 2019 hurricane season (June 1st-November 1st) was the final One-Time Renewal allotted to the contract with the Grahams Company.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT WITH THE TGC BPW SOUTH, LLC., ALSO REFERRED TO AS THE GRAHAM PROPERTIES, IN ORDER TO SECURE LOCATION FOR THE PURPOSE FO RECEIVING, STORING AND PROCESSING DEBRIS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AUTHORITY TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (PIDERMANN)

WHEREAS, in 2014, the Town of Miami Lakes (the “Town”) Council approved Resolution 14-1167, granting the Town Manager to enter into an agreement with the Graham Properties for debris storage, in the event of a hurricane; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) requires that the Town have a temporary debris storage site available in the event of a hurricane; and

WHEREAS, the current debris management agreement with the Graham Properties is set to expire; and

WHEREAS, the manager seeks authority to execute a new agreement with the Graham Companies in substantially the same form as attached hereto in Exhibit “A,” in order to provide the Town with a temporary debris site; and

WHEREAS, the Town Council finds that it is in the Town’s best interest to have a temporary debris site agreement.

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

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

Section 2. **Approval of Agreement with the Graham Companies.** The Town Council hereby approves the resolution, and Debris License Agreement with TGC BPW South, LLC, also referred to as Graham Companies, in substantially the same form as Exhibit “A” attached herein.

Section 3. **Authority of Town Manager.** The Town Council hereby authorizes the Town Manager to execute the license use agreement with TGC BPW South, LLC, also referred to as Graham Companies in substantially the same form as attached hereto as Exhibit “A”.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2020.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT “A”

DEBRIS LICENSE AGREEMENT

DEBRIS LICENSE AGREEMENT

The Debris License Agreement (“Agreement”) is made and entered into as of March 15, 2020 (“**EFFECTIVE DATE**”) by and between TGC BPW South LLC (“**Graham**”) and the Town of Miami Lakes, a Florida municipal corporation (“**Town**”).

RECITALS

- A. Graham is the owner of numerous properties located within Miami Lakes, Miami Dade County, Florida, including that certain 7.8-acre parcel of real property described as FOLIO # 32-2022-001-0520, located south of Graham Dairy Lake (“**Initial Property**”).
- B. The Town has requested that in the event of hurricane Graham permit the Town to temporarily use property of Graham for the purpose of receiving, storing and processing (including reduction by grinding and/or burning) debris resulting from a hurricane in connection with post hurricane cleanup by the Town.
- C. Graham has agreed that in the event of a hurricane, subject to the terms and conditions of this agreement, Graham will provide limited license to the Town for the purpose of receiving, storing, and processing (including reduction by grinding and/or burning) debris resulting from a hurricane in connection with post hurricane cleanup by the Town.

NOW THEREFORE, in consideration of TEN and NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference as if set forth at length.
2. **Limited License.** Graham hereby agrees, subject to the terms and conditions of this Agreement, that for a period ending October 31st, 2020, in the event of a hurricane, Graham will provide a limited license(s) (“**License**”) to the Town for the use of the Initial Property (or other property made available to the Town by Graham instead of the Initial Property, at the discretion of Graham) for the purpose of receiving, storing and processing (including reduction by grinding and/or burning) debris resulting from a hurricane in connection with post hurricane cleanup by the Town (the property made available to the Town for the purpose set forth above shall be referred to as the “**Licensed Property**”). The License will be made available to the Town without payment of a license fee. The License will commence upon request by the Town to Graham following a hurricane. Any License under this Agreement will terminate, and the debris removed by November 30th, 2020. Notwithstanding anything herein to the contrary, this Agreement shall not create any interest in any parcel of property owned by Graham, whether a limited License is provided hereunder or not.
3. **Use of Licensed Property Limited to the Town.** The use of any License hereunder shall be for the benefit of the Town only for the purposes of the activates of the Town in connection

with hurricane cleanup activities. The License shall not permit the general public to use the Licensed Property for any purpose whatsoever.

4. **Site Cleanup by Town.** Prior to the expiration of any License hereunder, the Licensed Property shall be cleaned by the Town and restored to the condition existing prior to the hurricane. All debris, material and vegetation shall be removed from the Licensed Property by the Town. If required by Graham, the Licensed Property will be graded and seeded with surface laid grass acceptable to Graham. The cleanup obligation set forth herein shall survive termination of this Agreement.

5. **Environmental Testing.** Prior to use of the License Property, the Town will conduct environmental testing as required by applicable law. After cleanup of the Licensed Property, the Town, as its sole cost and expense, will have environmental testing and environmental studies performed to the satisfaction of Graham to assure Graham that the Licensed Property is free and clear from all environmental contamination of substances resulting from the use of the License.

6. **Liability of Town.** The Town hereby agrees to indemnify and hold Graham harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising out of, or directly caused by, the use of the Licensed Property by the Town, its contractors, agent or employees, including, but not limited to, any claims, liability, liens, costs, losses, damages, expenses and demands resulting from third-party claims relating to injury or death to persons, or loss of or damage to property. The town or his contractor shall maintain at least \$2,000,000.00 of liability insurance naming Graham as an additional insured and provide evidence thereof to Graham prior to the use of the license. The Town shall be responsible for any deductible under said liability insurance. With respect to the liability of the Town hereunder, the Town hereby waives sovereign immunity to the extent permitted by applicable law. In addition, the Town shall be responsible for, and shall indemnify and hold Graham harmless from any environmental contamination of the License Property in connection with the use of the License Property pursuant to a License. The provision set forth herein shall survive termination of this Agreement.

7. **Agricultural Exemption.** The Initial Property and any other property made available for a License hereunder is used for agricultural purposes and is classified as agricultural property for real estate tax purposes. Any License hereunder shall be used in such a manner, and subject to the provision that, the agricultural tax classification for the property remains. The Town will coordinate with Graham in connection with agricultural use of the Property. The Town shall indemnify Graham for any increased real estate tax resulting from the use of a License hereunder.

8. **Nuisance/Compliance with Laws.** The Town shall, in no way disrupt, impede, annoy, infringe, or commit an act that may be to the detriment of Graham or Graham's tenants, their customers, employees, invitees or any other persons coming onto the License Property. The Town Shall be responsible for obtaining all required approvals and permits and shall only use the License Property in compliance with all applicable laws, rules and regulations.

IN WITNESS WHEREOF, the undersigned have executed and delivered this agreement on this ____ day of March, 2020.

THE GRAHAM COMPANIES
a Florida corporation

Witnesses:

By: _____

THE TOWN OF MIAMI LAKES

Witnesses:

By: _____

Print: _____

Print: _____

Attest: _____

(Tenant's Corporate Seal)



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Oppose the County Code Amendment Preventing Municipalities from Requiring Right of Ways Permits on County Owned Roads

Date: July 14, 2020

Recommendations:

It is recommended that the Town Council pass a resolution opposing an ordinance relating to Miami Dade County rights-of-ways and easements withing municipalities; amending Sections 2-103.1 and 2-103.4 of the Code of Miami Dade County.

Background:

On June 2, 2020, the Miami Dade County Board of County Commissioners heard the first reading of the ordinance amending Sections 2-103.1 and 2-103.4 of the Code of Miami Dade County. A public hearing to consider this ordinance is scheduled for the Health Care and County Operations Committee meeting on Wednesday, July 15, 2020. The proposed ordinance will prohibit municipalities from charging any fees, imposing any requirements including, but not limited to, maintenance of traffic requirements or requiring that any permit be obtained for any construction, maintenance, or improvements done by any person, corporation, partnership, association, governmental agency, or other legal entity on any County-owned or County-maintained rights of way or easements within the municipality.

The proposed ordinance will prohibit the Town from requiring rights of way permit and reduce its ability to regulate construction work. Without a rights of way permit, the Town would not have advance warning of construction work which may impede, hinder, or restraint traffic. In addition, it would diminish the Town's ability to enforce the preservation of rights of way located within the Town's jurisdictional boundaries.

Attachments:

Resolution in Opposition
Ordinance Relating to County Rights-of-Ways

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA; OPOSING THE COUNTY CODE AMENDMENT PREVENTING MUNICIPALITIES FROM REQUIRING RIGHT OF WAYS PERMITS ON COUNTY OWNED ROADS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO TOWN CLERK ; AND PROVIDING FOR AN EFFECTIVE DATE (PIDERMANN)

WHEREAS, on June 2, 2020, the Miami-Dade County Board of County Commissioners heard the first reading of an ordinance amending Sections 2-103.1 and 2-103.4 of Miami-Dade County Code, prohibiting municipalities from charging any fees, imposing any requirements including but not limited to the maintenance of traffic requirements or requiring that any permit be obtained for any construction, maintenance, or improvements done by any person, corporation, partnership, association, governmental agency, or other legal entity on any County-owned or County-maintained rights of way or easements within the municipality; and

WHEREAS, the proposed ordinance will prohibit the Town of Miami Lakes (the “Town”) from requiring rights of way permits, and reduce the Town’s ability to regulate construction work; and

WHEREAS, the Town Council finds that the proposed amendments to the Miami-Dade County Code are overly intrusive, encroach on the Town’s home rule powers, and impinge on the Town’s ability to carry out its municipal functions.

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

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

Section 2. **Opposition to Miami-Dade County Amendments to Sections 2-103.1 and 2-103.4 of the Miami-Dade County Code** The Town Council hereby opposes proposed amendments to Sections 2-103.1 and 2-103.4 of the Miami-Dade County Code, as overly intrusive, encroach on the Town's home rule powers, and impinge on the Town's ability to carry out its municipal functions.

Section 3. **Instructions to the Town Clerk** The Town Council hereby authorizes the Town Clerk to provide a copy of said Resolution to all members of Miami-Dade County's Board of County Commissioners.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2020.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

MEMORANDUM

Agenda Item No. 4(A)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 2, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Ordinance relating to County rights-of-way and easements within municipalities; amending sections 2-103.1 and 2-103.4 of the Code; prohibiting municipalities from charging fees, imposing requirements, or requiring permits for work on County-owned or County-maintained rights-of-way or easements within municipalities; making technical and conforming changes

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Abigail Price-Williams
County Attorney

APW/uw

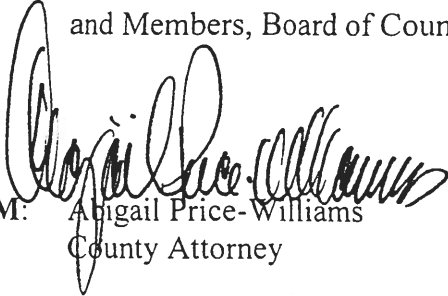


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 2, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 4(A)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☒ 6 weeks required between first reading and public hearing
- ☒ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(A)
6-2-20

ORDINANCE NO. _____

ORDINANCE RELATING TO COUNTY RIGHTS-OF-WAY AND EASEMENTS WITHIN MUNICIPALITIES; AMENDING SECTIONS 2-103.1 AND 2-103.4 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROHIBITING MUNICIPALITIES FROM CHARGING FEES, IMPOSING REQUIREMENTS, OR REQUIRING PERMITS FOR WORK ON COUNTY-OWNED OR COUNTY-MAINTAINED RIGHTS-OF-WAY OR EASEMENTS WITHIN MUNICIPALITIES; MAKING TECHNICAL AND CONFORMING CHANGES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the Code of Miami-Dade County, Florida currently requires that any person or entity doing construction work on County-owned or County-maintained rights-of-way within unincorporated and incorporated areas of the County acquire a permit from the County Department of Transportation and Public Works; and

WHEREAS, although a County permit is required for work on County-owned or County-maintained rights-of-way located with municipalities, many municipalities also require a municipal permit and the payment of certain fees for said construction work; and

WHEREAS, prohibiting municipalities from requiring municipal permits or the payment of a fee for work on County-owned or County-maintained rights-of-way would help streamline both County public works projects and private construction projects that affect County rights-of-way; and

WHEREAS, it is in the best interest of the County to be the sole permitting agency for construction work on County-owned or County-maintained rights-of-way within the unincorporated and incorporated areas of the County,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 2-103.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 2-103.1. - Construction of public utilities or works in public rights-of-way; construction of paving and drainage on private property—Permit required; effect of installation of County facility; exemption.

(a) It shall be unlawful for any person, corporation, partnership, association>>, governmental agency<< or other legal entity to >>do any construction work, including the construction or installation of utilities and other public works<< ~~[[construct utilities or other public works,]]~~ except ~~[[for the construction or installation of]]~~ mailboxes>>, on any rights-of-way or<< ~~[[in road and street right-of-way and]]~~ easements >>within<< ~~[[in]]~~ the unincorporated ~~[[area]]~~ >>areas<< of ~~[[this]]~~ >>the<< County >>, or on any County-owned or County-maintained rights-of-way or easements<< ~~[[; and in rights-of-way of roads and—streets]]~~ located within >>any municipality<< ~~[[municipalities that are maintained by Miami-Dade County]]~~, without first having obtained a permit from the ~~[[Public Works]]~~ Department >>of Transportation and Public Works or its successor department<<. All ~~[[said]]~~ >>such<< construction work ~~[[in]]~~ >>on<< said ~~[[right-of-way]]~~ >>rights-of-way or easements<< shall conform to uniform standards established by the official manual of public works construction. It shall also be unlawful for any person, corporation, partnership, association>>, governmental agency<< or other legal entity to construct paving or drainage on private property for areas used for vehicle driveways or parking >>within<< ~~[[in]]~~ the unincorporated ~~[[area]]~~ >>areas<< of ~~[[this]]~~ >>the<< County, >>or on any County-owned or County-maintained rights-of-way or easements within any municipality<< without first having obtained a permit from the ~~[[Public Works]]~~ Department >>of Transportation and Public Works or its successor department. Municipalities are prohibited from charging any fees, imposing

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

any requirements including, but not limited to, maintenance of traffic requirements or requiring that any permit be obtained for any construction, maintenance, or improvements done by any person, corporation, partnership, association, governmental agency, or other legal entity on any County-owned or County-maintained rights-of-way or easements within the municipality<<.

If the Director of the ~~[[Public Works]]~~ Department >>of Transportation and Public Works or its successor department<< determines that the permittee is not performing the construction in accordance with the conditions of the permit or the approved plans upon which the permit was issued or in conformance with the uniform standards established by the official manual of public works construction, ~~[[he]]~~ >>the Director<< may order suspension of the permit or the stopping of work until such time as the permittee has complied with the permit, plans or standards. In such case, the permittee shall take all necessary precautions to leave the work area in a safe and secure condition.

The Director of the ~~[[Public Works]]~~ Department >>of Transportation and Public Works or its successor department<< may withhold the issuance of public works permits to a contractor if that contractor has previously been issued a citation regarding work that requires a public works permit as listed in Chapter 8CC of the Code of Miami-Dade County, and the citation is still outstanding ~~[[forty-five (45)]]~~ >>45<< days after the date the citation was issued.

In the event of any future widening, repairs, installation, construction, or reconstruction, by or for Miami-Dade County, of any road, bridge, canal, culvert, traffic signal, streetlight, water distribution system, sewage collection system, storm drainage system, or any other County facility within the public right-of-way in which the permittee or owner has constructed any utility, said permittee or owner shall move or remove such utility as may be required for the public convenience as and whenever specified by the Director of the ~~[[Public Works]]~~ Department >>of Transportation and Public Works or its successor department<< ~~[[and at his own expense]]~~. >>Said removal or relocation shall be at the permittee's or owner's sole expense.<<

Permits for the installation of liquefied petroleum gas in easements will be issued by the Miami-Dade County Fire Safety Bureau rather than the ~~[[Public Works]]~~ Department >>of Transportation and Public Works or its successor department<<.

The term "right-of-way" or "rights-of-way" shall be construed throughout this article to include, but not be limited to, all proposed dedications of public rights-of-way set forth on official grading and drainage plans required to accompany approved and valid tentative plats, as well as all existing or dedicated rights-of-way.

Provided, however, the United States, federal agencies and their contractors, in the execution of federal projects authorized by Congress, are exempted from the provisions of Sections 2-103.1 through 2-103.7 and 2-103.10 through 2-103.13.

- (b) Whenever any person, corporation, partnership, association, County Department or other >>governmental agency<< legal entity performs any construction or public ~~[[work]]~~ >>works<< within ~~[[an]]~~ existing >>rights-of-way<< ~~[[right-of-way]]~~ located within >>the<< unincorporated >>areas of the<< ~~[[Miami Dade]]~~ County, or ~~[[in]]~~ >>on any County-owned or County-maintained rights-of-way<< ~~[[right-of-ways of roads or streets]]~~ located within >>any municipality<< ~~[[municipalities that are maintained by the County]]~~, the >>rights-of-way<< ~~[[right-of-way]]~~, including sidewalks, curbs and gutters, >>and<< landscaping ~~[[and]]~~ must be restored to their legally permissible preexisting condition, including any aesthetic enhancements thereto and any adjacent private property damaged during construction, within ~~[[forty-five (45)]]~~ >>30<< days of completion of the construction or public work in that right of way or within ~~[[forty-five (45)]]~~ >>30<< days of damage to the affected property or area, ~~[[which-ever]]~~ >>whichever<< occurs first. Prior to the time such construction work begins, the contractor, by posting the construction site, shall inform the local community of the requirement to restore the >>rights-of-way<< ~~[[right-of-way]]~~ as well as any affected adjacent private property and the fines that could be imposed for each failure to do so. All work to be done pursuant to this Section shall be performed in compliance with the Public Works Manual. Any entity failing to restore the right-of-way to its preexisting condition or better within the time permitted shall be subject to a civil fine of five hundred dollars (\$500.00) per violation per day until such time as the right-of-way is restored, as well as five hundred dollars (\$500.00) per day for each affected adjacent private property until it is restored.

Section 2. Section 2-103.4 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec. 2-103.4. - Same—Same—Waiver.

The ~~[[Public Works]]~~ Department >>of Transportation and Public Works or its successor department<< shall waive the permit fee for all work performed by a governmental agency, except for utility construction, whether this work is performed by employees of the governmental agency or by a private firm or corporation under contract with the governmental agency. However, such governmental agency or private firm or corporation under contract therewith shall not be relieved of the responsibility for obtaining a permit for work covered in Section 2-103.1. ~~[[In addition to the above, the Public Works Department will waive the permit fee for any work in the rights of way of roads or streets located within municipalities that are maintained by Miami Dade County, providing a municipal permit fee has been or will be imposed for the same work. However, a Public Works Department permit must be obtained for this work.]]~~

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Handwritten signature in black ink, appearing to read "GBL" followed by a flourish.

Prepared by:

Handwritten signature in black ink, appearing to be a stylized "A" followed by a flourish.

Annery Pulgar Alfonso

Prime Sponsor: Commissioner Eileen Higgins



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: PHSP2019-0671 Kislak Building Site Plan approval

Date: July 14, 2020

Background

In accordance with Section 13-304(h) of the Town of Miami Lakes Land Development Code (LDC), JIK HQ BUILDING LLLP (the “Applicant”) is requesting Site Plan Approval to construct Site plan approval for new construction of a five-story building with 67,917 sf of office space over three floors of accessory parking. In addition, a conditional use for accessory parking for the rear lot with folio number 32-2022-062-0010.

The site in question is a 6.46-acre two-lot site located south east of the intersection between 154th Street and 79th Avenue that is commonly known as the “Kislak Building” property. It contains an existing 76,874 square foot office building, situated at the eastern portion of the property, with the remainder and the lot immediately south of it, dedicated to parking. The Applicant’s site plan proposes two stories of office space over two stories of parking and one story of mixed parking and office use. Due to existing deed restrictions on the property, the applicant is providing parking at a rate of one space per 250 square feet of office instead of one space per 300 square feet as required by the LDC, resulting in 569 parking spaces. Of these, 225 are to be provided within the garage and 344 are proposed as surface parking, of which 146 are to be provided in the lot immediately to the south. As part of this application, a conditional use for the accessory parking is requested; the applicant is providing a covenant in Lieu of unity of title to ensure the continuity of the accessory parking.

Sec. 35-3. of the Town Code of Ordinances requires that all new construction on unimproved land shall provide sidewalks along all street frontages, the current proposed configuration does not include any new sidewalks.

The property is currently zoned IU-C, Industrial Use Conditional, and the Future Land Use designation is Industrial and Office.

Recommendation:

It is recommended that the Town Council approve the application for Site Plan, subject to the following conditions:

1. The project shall be developed in substantial compliance with the approved Site Plan.
2. Prior to the issuance of a building permit authorizing any construction, all required impact fees, including Mobility Fees, must be paid in full.
3. Prior to permitting, all civil plans must be finalized and in substantial compliance with the Site Plan.
4. Prior to permitting, the project shall secure all approvals for water and sewer and shall receive approval from the Miami-Dade Fire Rescue Department.
5. All signage shown on the renderings and elevations is for illustrative purposes and has not been evaluated for compliance with the code. No signage is approved as part of this application.
6. Prior to permitting, the applicant shall either provide six-foot minimum sidewalks along 79th avenue frontage or provide adequate reimbursement to the Town for future construction of the facilities, at a rate set by the Public Works Director.
7. A covenant running with the land shall be recorded with the County Clerk, including terms that will require notification to the Planning Department of the Town prior to the independent sale of either lot, so that parking and landscaping requirements may be reevaluated.
8. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
9. The Applicant shall obtain all required building permits, within one (1) year of the date of this approval. If all required building permits are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
10. Compliance with all other applicable laws not specifically identified herein.
11. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

Attachments:

Resolution

Exhibit A – Survey

Exhibit B – Plans and renderings

Staff Report

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR SITE PLAN APPROVAL AND A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE, ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 7900 NW 154 STREET, AS PROVIDED AT EXHIBIT “A”, MIAMI LAKES, FLORIDA, FOLIO NOS. 32-2022-009-0010, AND 32-2022-062-0010, AS DESCRIBED AT EXHIBIT “B”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS OF FACT AND LAW; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Subsection 13-304 of the Town of Miami Lakes (the "Town") Land Development Code (the "LDC"), JIK HQ BUILDING LLLP, (the "Applicant") applied to the Town for approval of a Site Plan, entitled “Kislak Office Building,” dated stamped received May 15, 2020, consisting of 30 sheets, as prepared by Bermello, Ajamil & Partners. A copy of the Site Plan (the “Site Plan”) being attached hereto as Exhibit "A", for property located at 7900 NW 154 Street, Miami Lakes, Florida 33016, bearing Miami-Dade Tax Folio Nos. 32-2022-009-0010, and 32-2022-062-0010 respectively, and legally described on the survey as provided in Exhibit "B" (“Property”), and containing approximately 6.46 acres of land; and

WHEREAS, pursuant to Section 13-303 of the Town’s LDC, the Applicant is requesting a conditional use to allow the use of lot with Folio Number 32-2022-062-0010 as an accessory parking area; and

WHEREAS, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, notice was posted at the property, and duly advertised in the newspaper; for a quasi-judicial public hearing on Site Plan and Conditional Use as noticed for Tuesday, July 14, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida; and all interested parties had the opportunity to address their comments to the Town Council; and

WHEREAS, Town staff has reviewed the application and recommends approval with a modification, subject to conditions, of the request for a Conditional Use and Site Plan Approval, 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.

WHEREAS, the Town Council now desires to approve the Applicant's Conditional Use and Site Plan requests.

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

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

Section 2. Findings. In accordance with Section 13-303, the Town Council finds that the Applicant, subject to the conditions in Section 5 below, meets the criteria for a conditional use approval which are as follows:

1. Land Use Compatibility; and
2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use; and
3. Compliance with the Comprehensive Plan and Land Development Code; and
4. Proper Use of Techniques; and

5. Hazardous Waste.

In accordance with Section 13-304, the Town Council finds that the Applicant, subject to the conditions in Section 5 below, meets the criteria for a site plan approval, which are as follows:

1. In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.

2. In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

3. In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.

4. In what respects the plan is or is not consistent with good design standards in respect to all external relationships including, but not limited to:

a. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.

b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.

c. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.

d. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.

e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.

f. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.

g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.

h. Design of the site shall ensure adequate access for emergency vehicles and personnel.

i. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

5. In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

Section 3. Approval of Conditional Use. The Conditional Use request to permit an accessory parking lot in the IU-C (Industrial Use - Conditional) Zoning District is hereby approved with conditions as set out in Section 5.

Section 4. Approval of Site Plan. Pursuant to Section 13-304(h), the proposed Site Plan entitled “Kislak Office Building,” dated stamped received May 15, 2020, consisting of 30 sheets, as prepared by Bermello, Ajamil & Partners. A copy of the Site Plan (the “Site Plan”) being attached hereto as Exhibit "A", is hereby Approved with the following conditions:

1. The project shall be developed in substantial compliance with the approved Site Plan.
2. Prior to the issuance of a building permit authorizing any construction, all required impact fees, including Mobility Fees, ~~295~~ be paid in full.

3. Prior to permitting, all civil plans must be finalized and in substantial compliance with the Site Plan.
4. Prior to permitting, the project shall secure all approvals for water and sewer and shall receive approval from the Miami-Dade Fire Rescue Department.
5. All signage shown on the renderings and elevations is for illustrative purposes and has not been evaluated for compliance with the code. No signage is approved as part of this application.
6. Prior to permitting, the applicant shall either provide six-foot minimum sidewalks along 79th avenue frontage or provide adequate reimbursement to the Town for future construction of the facilities, at a rate set by the Public Works Director.
7. A covenant running with the land shall be recorded with the County Clerk, including terms that will require notification to the Planning Department of the Town prior to the independent sale of either lot, so that parking and landscaping requirements may be reevaluated.
8. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
9. The Applicant shall obtain all required building permits, within one (1) year of the date of this approval. If all required building permits are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
10. Compliance with all other applicable laws not specifically identified herein.
11. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

Section 5. Violation of Conditions. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 6. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant, or any affected party may seek review of development orders of the Town Council by the filing of an appeal or writ of certiorari in the appropriate court as prescribed in the Florida Rules of Appellate Procedure.

Section 7. Final Order.

This is a Final Order.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption hereof.

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PASSED AND ADOPTED this ____ day of _____ 2020.

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

FINAL VOTE AT ADOPTION

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Approved as to Form and Legal Sufficiency

Gina Inguanzo
TOWN CLERK

Raul Gastesi
TOWN ATTORNEY

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____, 2020.

Gina Inguanzo
Town Clerk

EXHIBIT A
SITE PLAN

EXHIBIT B

SURVEY

EXHIBIT C
RENDERING

GENERAL LEGEND:

	AERIAL TARGET
	ALUMINUM LIGHT POST (SINGLE)
	ALUMINUM LIGHT POST (DOUBLE)
	ALUMINUM LIGHT POST (TRIPLE)
	ALUMINUM LIGHT POST (QUAD)
	ANCHOR/GUY WIRE
	BACKFLOW PREVENTER ASSEMBLY
	CABLE TELEVISION BOX
	CATCH BASIN
	CATCH BASIN F-3
	CENTERLINE
	CHECK VALVE ASSEMBLY
	COLUMN (CIRCULAR)
	COLUMN (SQUARE)
	CONCRETE LIGHT POLE
	CONCRETE LIGHT POLE (DOUBLE)
	CONTROL POWER POLE
	CONTROL POINT
	COMMUNICATION PULL BOX
	CURB INLET
	DOUBLE DETECTOR CHECK VALVE
	DRAIN (CIRCULAR OR SQUARE)
	ELECTRIC BOX (ABOVE GROUND)
	ELECTRIC PULL BOX (BELOW GROUND)
	ELECTRIC HAND HOLE
	ELECTRIC VALVE
	ELEVATIONS (SEE NOTES FOR DATUM)
	FIRE HYDRANT
	FLAGPOLE
	FLOW LINE
	FORCE MAIN MANHOLE
	FORCE MAIN VALVE
	F.P. ELECTRIC MANHOLE
	F.P. FIBER NETWORK
	F.P.L. TRANSMISSION POLE
	GAS MANHOLE
	GAS METER
	GAS PUMP
	GAS VALVE
	GREASE TRAP MANHOLE
	GROUND LIGHTING
	GUARD POST
	IRRIGATION HAND HOLE
	IRRIGATION VALVE
	MAILBOX
	MONITOR WELL
	MONUMENT LINE
	P-8 INLET
	PEDESTRIAN CROSSING SIGNAL
	PERMANENT REFERENCE MONUMENT
	POST INDICATOR VALVE
	VACUUM BREAKER ASSEMBLY
	PROPERTY LINE
	ROUND CATCH BASIN
	SANITARY SEWER CLEANOUT
	SANITARY SEWER MANHOLE
	SEWER CONNECTION
	SIGN POST
	SPRINKLER PUMP
	STANDPIPE
	STORM SEWER MANHOLE
	STREET LIGHT BOX
	SWALE INLET
	TELEPHONE BOX (SOUTHERN BELL)
	TELEPHONE HAND HOLE
	TELEPHONE MANHOLE (S.D. BELL)
	TELEPHONE PAYPHONE
	TRAFFIC HAND HOLE
	TRAFFIC UTILITY BOX
	TRAFFIC CONTROL POST
	TRAFFIC SIGNAL POST
	TRAFFIC SIGNAL BOX
	TREE & PALM
	UNDERGROUND UTILITY MARKER
	UNKNOWN UTILITY MANHOLE
	UNKNOWN UTILITY HAND HOLE
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WOOD LIGHT POLE
	WOOD POWER POLE
	WOOD TELEPHONE POLE
	HANDICAP PARKING
	STROLLER PARKING
ABBREVIATIONS:	
	Δ denotes DELTA ANGLE
	ARC denotes ARC DISTANCE
	T denotes TANGENT POINT
	PCP denotes PERMANENT CONTROL POINT
	PRM denotes PERMANENT REFERENCE MONUMENT
	BS denotes BACK SIGHT
	POC denotes POINT OF COMMENCEMENT
	POB denotes POINT OF BEGINNING
	OWU denotes OVERHEAD UTILITY WIRES
	ORB denotes OFFICIAL RECORD BOOK
	POC denotes POINT OF CURVATURE
	CB denotes CONCRETE BLOCK STRUCTURE
	CCF denotes CONCRETE CHANNEL FENCE
	MF denotes METAL FENCE
	WF denotes WOOD FENCE
	FFE denotes FINISH FLOOR ELEVATION
	FIP denotes FOUND IRON PIPE
	SIP denotes SET IRON PIPE 6-18-87 CAP
	FND denotes FOUND NAIL & BRASS DISC
	SND denotes SET 18-87 NAIL & BRASS DISC
	CIP denotes CORRODED IRON PIPE
	CL denotes CLEAR
	ETP denotes ELECTRIC TRANSFORMER PAD
	ENC denotes ENCROACHMENT
	DC denotes DEPRESSED CURB
	PL denotes PLANTER
	BS denotes BUS SHELTER
	IE denotes INVERT ELEVATION
	T.O.P. denotes TOP OF PIPE
	(D) denotes DEAD DISTANCE
	(L) denotes DISTANCE BY LEGAL DESCRIPTION
	(M) denotes MEASURED DISTANCE
	(R) denotes RECORD OR PLATTED DISTANCE
COMMUNICATION	
	— DRAIN —
	— ELECTRIC —
	— FM —
	— IRRIGATION —
	— GAS —
	— OW —
	— SS —
	— WM —
	— LARWL —

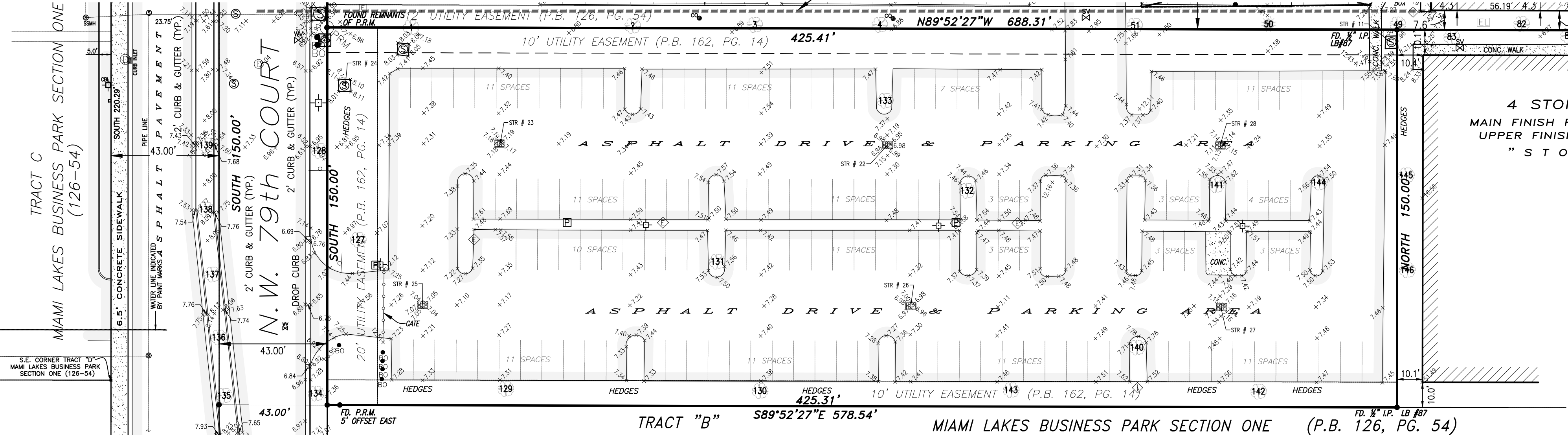
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION ON 10-02-2019. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS AS SET FORTH IN RULES 5J-17.051 AND 5J-17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schueblee - Shisler & Associates, Inc.
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

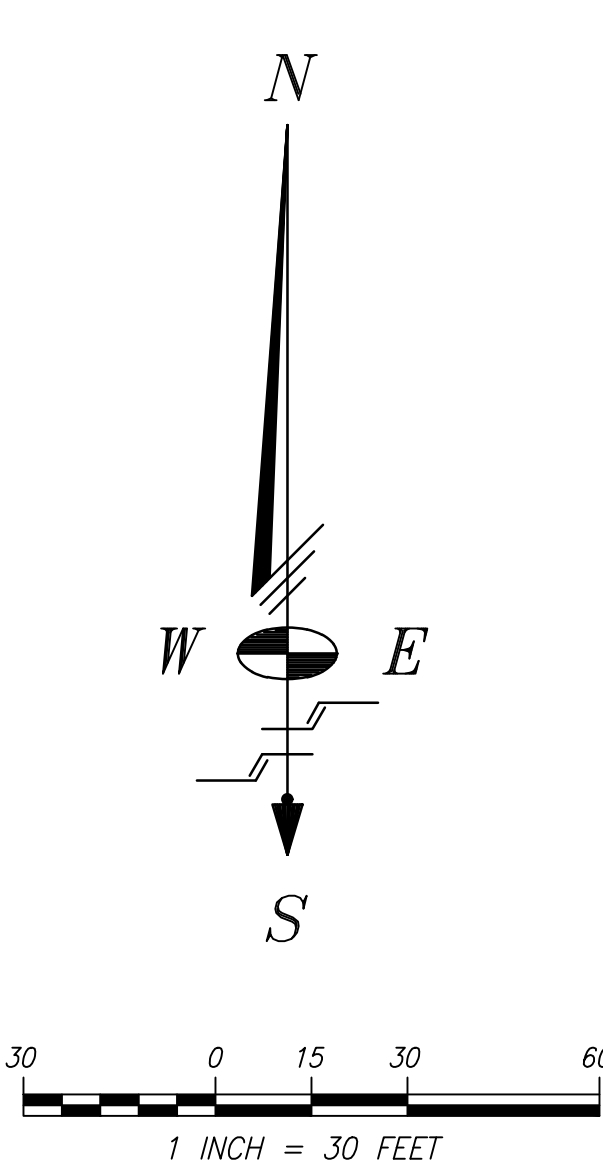
By: **Mark Steven Johnson**

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA



STRUCTURE TABLE:

Type	Str. No.	Rim Elev.	Direction	Inv. Elev.	Ø	Pipe or Duct	Bottom
CB	1	6.30	N	2.56	18"	CMP	1.25
		6.30	W	2.55	18"	CMP	1.25
CB	2	6.99	SW	0.40	6"	METAL	6.99
		6.99	E	0.21	6"	METAL	6.99
CB	3	6.83	N	2.43	18"	CMP	1.07
		6.83	S	2.35	18"	CMP	1.07
CB	4	6.65	N	2.40	18"	CMP	1.09
		6.65	S	2.34	18"	CMP	1.09
CB	5	6.80	S	2.39	18"	CMP	1.24
		6.81	S	3.10	18"	CMP	0.84
CB	6	6.81	W	2.51	18"	CMP	0.84
		6.84	E	3.34	2"	PVC	0.69
CB	7	6.84	E	3.50	8"	PVC	0.69
		6.84	N	2.51	18"	CMP	0.69
CB	8	6.84	S	2.41	18"	CMP	0.69
		6.85	E	3.00	4"	PVC	0.63
CB	9	6.85	N	2.44	18"	CMP	0.63
		7.23	N	3.50	6"	PVC	0.74
CB	10	7.23	E	2.60	18"	CMP	0.74
		7.23	W	2.55	18"	CMP	0.74
CB	11	6.95	N	4.18	4"	PVC	0.37
		6.95	N	3.35	8"	PVC	0.37
MH	12	6.95	E	2.52	18"	CMP	0.37
		6.95	W	2.52	18"	CMP	0.37
CB	13	9.94	E	4.93	8"	METAL	0.00
		9.94	W	4.92	8"	METAL	0.00
CB	14	8.91	N	4.23	18"	CMP	2.37
		8.91	S	4.19	18"	CMP	2.37
CB	15	8.91	E	5.04	6"	PVC	2.37
		6.74	E	3.32	24"	CMP	1.29
MH	16	6.74	S	3.31	15"	CMP	1.29
		7.95	W	3.65	24"	CMP	0.15
CB	17	6.95	N	3.13	2"	PVC	0.51
		6.95	N	3.08	6"	PVC	0.51
CB	18	6.95	N	3.10	6"	PVC	0.51
		6.95	E	2.22	18"	CMP	0.51
CB	19	6.95	W	2.35	18"	CMP	0.51
		6.55	SW	3.49	12"	PVC	1.69
CB	20	7.52	NW	4.00	15"	PVC	0.82
		6.71	SW	3.07	15"	PVC	1.94
CB	21	6.71	E	3.59	15"	PVC	1.94
		6.80	N	2.57	18"	CMP	1.25
CB	22	6.80	W	2.55	18"	CMP	1.25
		6.78	N	2.31	18"	CMP	0.90
CB	23	6.78	S	2.42	18"	CMP	0.90
		6.78	N	2.36	18"	CMP	0.76
CB	24	6.78	S	2.28	18"	CMP	0.76
		0.00	E	0.00	BAFFLED	0.00	
CB	25	0.00	W	0.00	BAFFLED	0.00	
		7.19	E	0.00	BAFFLED	-0.39	
MH	26	7.19	W	0.00	BAFFLED	-0.39	
		8.10	NE	1.09	6"	METAL	0.00
CB	27	8.10	W	-0.17	6"	METAL	0.00
		7.05	E	0.00	BAFFLED	-0.15	
CB	28	7.05	W	0.00	BAFFLED	-0.15	
		6.98	E	0.00	BAFFLED	-0.04	
CB	29	6.98	W	0.00	BAFFLED	-0.04	
		7.16	E	0.00	BAFFLED	0.33	
CB	30	7.16	W	0.00	BAFFLED	0.33	
		7.14	E	0.00	BAFFLED	-0.01	
CB	31	7.14	W	0.00	BAFFLED	-0.01	



TREE TABLE:

TREE NO.	COMMON NAME	SPECIES	DIA. IN.	HT. FT.	CMPY. Ø
1	GIAMBO LIMBO	"Bursera simaruba"	14	25	30
2	BLACK OLIVE	"Buclida buclides"	24	25	40
3	BLACK OLIVE	"Buclida buclides"	15	25	40
4	BLACK OLIVE	"Buclida buclides"	15	25	40
5	CABBAGE PALM	"Sabal palmetto"	14	20	15
6	CABBAGE PALM	"Sabal palmetto"	15	20	15
7	CABBAGE PALM	"Sabal palmetto"	14	20	12
8	CABBAGE PALM	"Sabal palmetto"	13	20	15
9	CABBAGE PALM	"Sabal palmetto"	15	20	15
10	CABBAGE PALM	"Sabal palmetto"	15	20	15
11	CABBAGE PALM	"Sabal palmetto"	15	20	10
12	CABBAGE PALM	"Sabal palmetto"	13	20	8
13	CABBAGE PALM	"Sabal palmetto"	14	20	8
14	CABBAGE PALM	"Sabal palmetto"	14	20	10
15	CABBAGE PALM	"Sabal palmetto"	14	20	10
16	BLACK OLIVE	"Buclida buclides"	15	30	30
17	BLACK OLIVE	"Buclida buclides"	13	25	25
18	ROYAL PALM	"Roystonea elata"	14	20	5
19	ROYAL PALM	"Roystonea elata"	14	35	15
20	ROYAL PALM	"Roystonea elata"	14	35	15
21	ROYAL PALM	"Roystonea elata"	14	35	15
22	LIVE OAK	"Quercus virginiana"	8	20	20
23	ROYAL PALM	"Roystonea elata"	20	30	25
24	ROYAL PALM	"Roystonea elata"	20	30	25
25	ROYAL PALM	"Roystonea elata"	17	30	25
26	ROYAL PALM	"Roystonea elata"	20	30	20
27	ROYAL PALM	"Roystonea elata"	18	30	20
28	BLACK OLIVE	"Buclida buclides"	13	25	30
29	BLACK OLIVE	"Buclida buclides"	20	25	30
30	ROYAL PALM	"Roystonea elata"	14	35	15
31	ROYAL PALM	"Roystonea elata"	16	30	20
32	BLACK OLIVE	"Buclida buclides"	20	30	40
33	BLACK OLIVE	"Buclida buclides"	16	30	30
34	BLACK OLIVE	"Buclida buclides"	16	30	30
35	BLACK OLIVE	"Buclida buclides"	24	30	30
36	BLACK OLIVE	"Buclida buclides"	24	30	35
37	BLACK OLIVE	"Buclida buclides"	16	30	30
38	BLACK OLIVE	"Buclida buclides"	24	30	45
39	CABBAGE PALM	"Sabal palmetto"	8	14	10
40	CABBAGE PALM	"Sabal palmetto"	13	25	12
41	CABBAGE PALM	"Sabal palmetto"	12	15	10
42	CABBAGE PALM	"Sabal palmetto"	14	15	10
43	CABBAGE PALM	"Sabal palmetto"	14	15	10
44	CABBAGE PALM	"Sabal palmetto"	14	15	12
45	BLACK OLIVE	"Buclida buclides"	15	20	30
46	BLACK OLIVE	"Buclida buclides"	14	20	15
47	CABBAGE PALM	"Sabal palmetto"	15	20	15
48	CABBAGE PALM	"Sabal palmetto"	13	20	15
49	BLACK OLIVE	"Buclida buclides"	16	30	50
50	BLACK OLIVE	"Buclida buclides"	20	30	50
51	BLACK OLIVE	"Buclida buclides"	16	30	50
52	MAHOGANY	"Swietenia mahagonii"	8	15	15
53	ALEXANDER PALM	"Ptychosperma elegans"	6	13	15
54	ALEXANDER PALM	"Ptychosperma elegans"	8	15	15
55	ALEXANDER PALM	"Ptychosperma elegans"	10	18	15
56	ALEXANDER PALM	"Ptychosperma elegans"	10	18	20
57	BLACK OLIVE	"Buclida buclides"	13	20	30
58	QUEEN PALM	"Syagrus romeroana"	13	25	25
59	QUEEN PALM	"Syagrus romeroana"	13	25	25
60	QUEEN PALM	"Syagrus romeroana"	13	25	25
61	QUEEN PALM	"Syagrus romeroana"	13	25	25
62	QUEEN PALM	"Syagrus romeroana"	13	25	25
63	QUEEN PALM	"Syagrus romeroana"	13	20	20
64	QUEEN PALM	"Syagrus romeroana"	13	20	25
65	QUEEN PALM	"Syagrus romeroana"	13	20	25
66	QUEEN PALM	"Syagrus romeroana"	13	30	20
67	GIMBO LIMBO	"Bursera simaruba"	14	25	15
68	GIMBO LIMBO	"Bursera simaruba"	12	20	15
69	GIMBO LIMBO	"Bursera simaruba"	10	20	15
70	CABBAGE PALM	"Sabal palmetto"	13	20	15
71	CABBAGE PALM	"Sabal palmetto"	14	20	15
72	CABBAGE PALM	"Sabal palmetto"	14	20	10
73	CABBAGE PALM	"Sabal palmetto"	14	20	12
74	CABBAGE PALM	"Sabal palmetto"	14	20	12
75	CABBAGE PALM	"Sabal palmetto"	14	20	15
76	CABBAGE PALM	"Sabal palmetto"	14	20	15
77	QUEEN PALM	"Syagrus romeroana"	12	30	10
78	QUEEN PALM	"Syagrus romeroana"	12	30	10
79	QUEEN PALM	"Syagrus romeroana"	0	0	0
80	LIVE OAK	"Quercus virginiana"	4	15	15
81	LIVE OAK	"Quercus virginiana"	3	15	15
82	BLACK OLIVE	"Buclida buclides"	24	30	30
83	LIVE OAK	"Quercus virginiana"	4	15	10
84	LIVE OAK	"Quercus virginiana"	8	15	15
85	BLACK OLIVE	"Buclida buclides"	15	20	30
86	BLACK OLIVE	"Buclida buclides"	20	25	30
87	LIVE OAK	"Quercus virginiana"	20	25	30
88	BLACK OLIVE	"Buclida buclides"	16	30	30
89	BLACK OLIVE	"Buclida buclides"	20	30	30
90	GIMBO LIMBO	"Bursera simaruba"	16	20	30
91	BLACK OLIVE	"Buclida buclides"	16	30	30
92	QUEEN PALM	"Syagrus romeroana"	10	12	12
93	QUEEN PALM	"Syagrus romeroana"	10	10	10
94	QUEEN PALM	"Syagrus romeroana"	10	15	15
95	QUEEN PALM	"Syagrus romeroana"	11	25	20
96	QUEEN PALM	"Syagrus romeroana"	11	25	20
97	QUEEN PALM	"Syagrus romeroana"	11	25	20
98	BLACK OLIVE	"Buclida buclides"	22	35	35
99	BLACK OLIVE	"Buclida buclides"	21	35	35
100	BLACK OLIVE	"Buclida buclides"	16	30	30
101	LIVE OAK	"Quercus virginiana"	30	35	35
102	BLACK OLIVE	"Buclida buclides"	20X20S	35	35
103	LIVE OAK	"Quercus virginiana"	10	15	12
104	BLACK OLIVE	"Buclida buclides"	15	20	15
105	LIVE OAK	"Quercus virginiana"	36	40	40
106	BLACK OLIVE	"Buclida buclides"	20	20	25
107	BLACK OLIVE	"Buclida buclides"	36	35	50
108	BLACK OLIVE	"Buclida buclides"	4X16X8	30	35
109	BLACK OLIVE	"Buclida buclides"	15	25	15
110	QUEEN PALM	"Syagrus romeroana"	12	25	15
111	QUEEN PALM	"Syagrus romeroana"	12	25	20
112	QUEEN PALM	"Syagrus romeroana"	13	15	12
113	QUEEN PALM	"Syagrus romeroana"	13	15	12
114	ROYAL PALM	"Roystonea elata"	18	35	15
115	ROYAL PALM	"Roystonea elata"	18	35	15
116	ROYAL PALM	"Roystonea elata"	18	15	15
117	SPINDLE PALM	"Hyophorba verschaffeltii"	5	20	10
118	SPINDLE PALM	"Hyophorba verschaffeltii"	14	10	12
119	QUEEN PALM	"Syagrus romeroana"	6	8	8
120	QUEEN PALM	"Syagrus romeroana"	6	8	8
121	QUEEN PALM	"Syagrus romeroana"	6	8	8
122	QUEEN PALM	"Syagrus romeroana"	6	8	7
123	MAHOGANY	"Swietenia mahagonii"	6	15	15
124	MAHOGANY	"Swietenia mahagonii"	6	15	15
125	MAHOGANY	"Swietenia mahagonii"	4	14	12
126	HONG KONG ORCHID	"Baobina baobina"	13	30	30
127	BLACK OLIVE	"Buclida buclides"	10	35	35
128	BLACK OLIVE	"Buclida buclides"	10	35	35
129	BLACK OLIVE	"Buclida buclides"	10	35	35
130	BLACK OLIVE	"Buclida buclides"	30	35	50
131	BLACK OLIVE	"Buclida buclides"	14	30	30
132	BLACK OLIVE	"Buclida buclides"	14	30	35
133	BLACK OLIVE	"Buclida buclides"	14	30	35
134	BLACK OLIVE	"Buclida buclides"	14	22	15
135	BLACK OLIVE	"Buclida buclides"	13	25	25
136	LIVE OAK	"Quercus virginiana"	6	14	12
137	BLACK OLIVE	"Buclida buclides"	14	15	30
138	BLACK OLIVE	"Buclida buclides"	13	15	12
139	BLACK OLIVE	"Buclida buclides"	13	15	12
140	BLACK OLIVE	"Buclida buclides"	16	30	30
141	BLACK OLIVE	"Buclida buclides"	20	30	45
142	BLACK OLIVE	"Buclida buclides"	15	25	25
143	BLACK OLIVE	"Buclida buclides"	30	25	30
144	BLACK OLIVE	"Quercus virginiana"	6	15	10
145	LIVE OAK	"Quercus virginiana"	4	15	6
146	LIVE OAK	"Quercus virginiana"	10	15	6

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "A" PROPERTY IS TRUE AND CORRECTLY RECENTLY SURVEYED AND DRAWN 10-02-2019. THIS SURVEY COMPLETES ALL REQUIREMENTS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS TO CHAPTER 472.027, FLORIDA STATUTES.

Schwabke-Shaw
THE SEAL APPEARING ON THIS DOCUMENT IS THE SEAL OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS.

BY: **Mark Steven Johnson**
MARK STEVEN JOHNSON, P.
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA.

Schwelbke - Shislin & Associates, Inc.
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775
 BY: Mark Steven Johnson
 MARK STEVEN JOHNSON, PRINCIPAL
 PROFESSIONAL LAND SURVEYOR No. 4775
 STATE OF FLORIDA.

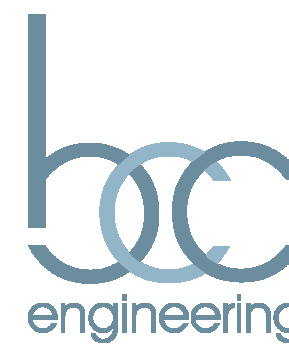
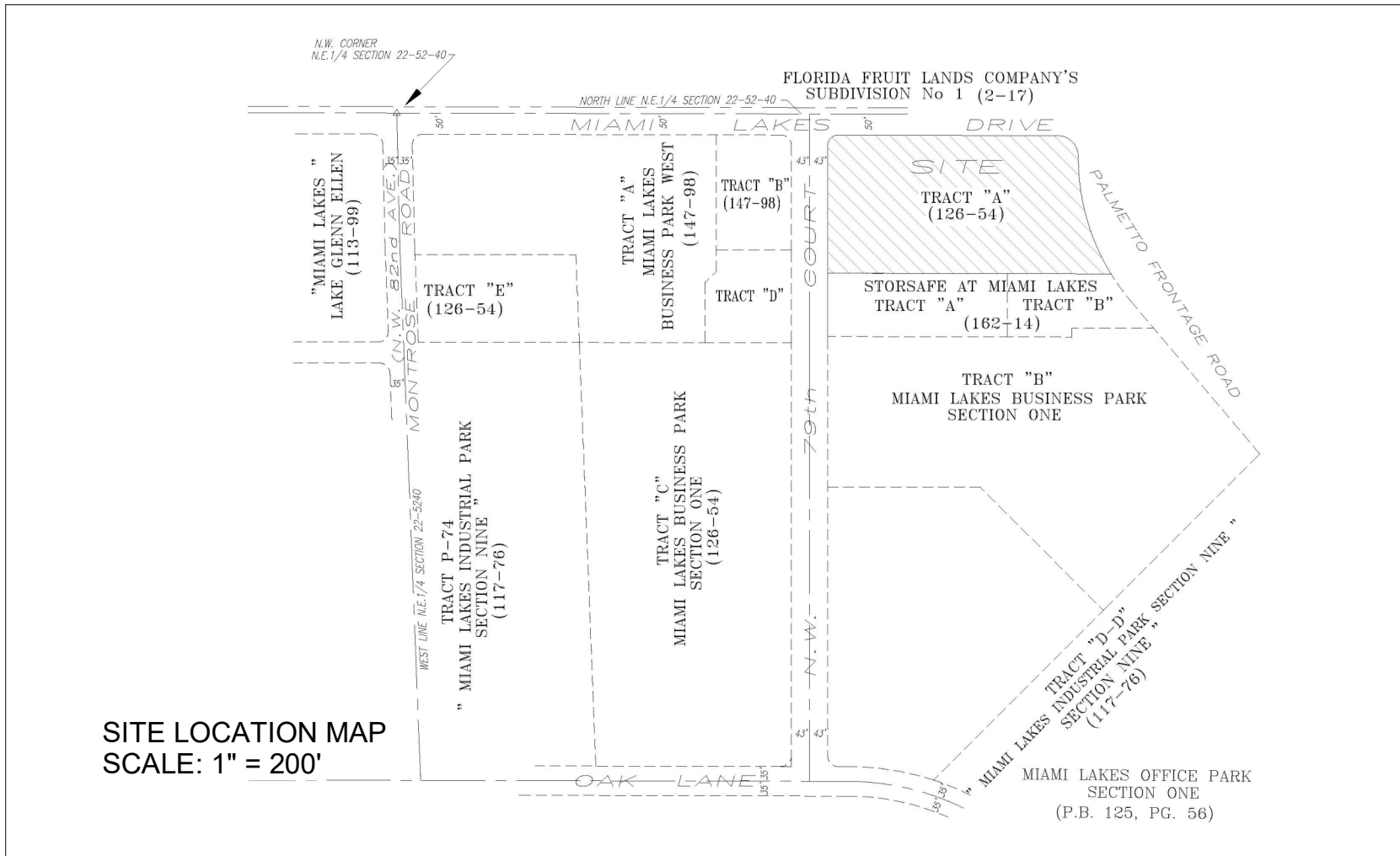
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KISLAK OFFICE BUILDING

7900 NW 154TH ST.
MIAMI LAKES, FL 33016



SITE APPROVAL SET
05/15/2020



ABBREVIATIONS

A/E	ARCHITECT/ENGINEER	FOS	FACE OF STUD	ORD	OVERFLOW ROOF DRAIN
ACOUS	ACOUSTICAL	FR	FIRE RATING	ORIG	ORIGINAL
ACP	ACOUSTICAL CEILING PANEL	FTG	FOOTING		
ACT	ACOUSTICAL CEILING TILE	FURN	FURNITURE	P	
ADA	AMERICAN'S WITH DISABILITIES ACT	FURR	FURRING	PERIM	PERIMETER
				PERM	PERMANENT
ADD	ADDENDUM	G		PH	PHASE
ADJ	ADJACENT	GALV	GALVANIZED	PL	PLATE
AFF	ABOVE FINISH FLOOR	GDR	GUARDRAIL	PLAM	PLASTIC LAMINATE
ALT	ALTERNATE	GLZ	GLAZING	PLAS	PLASTIC
		GUT	GUTTER	PLBG	PLUMBING
ARCH	ARCHITECT (URAL)	GYP BD/GWB	GYPSUM BOARD	PLYWD	PLYWOOD
				PNL	PANEL
B		H		PRCST	PRECAST
BET	BETWEEN	HC	HANDICAP(PED)	PREFAB	PREFABRICATED
BH	BULKHEAD	HCMU	HOLLOW CONCRETE MASONRY UNIT	PREFIN	PREFINISHED
BLDG	BUILDING			PRELIM	PRELIMINARY
BLK	BLOCK	HDWE/HDW	HARDWARE	PREP	PREPARATION
BLKG	BLOCKING	HM	HOLLOW METAL	PRKG	PARKING
BM	BEAM	HMD	HOLLOW METAL DOOR	PROJ	PROJECT
BOT	BOTTOM	HNDRL	HANDRAIL	PT	PRETREATED
BRCG	BRACING	HORIZ	HORIZONTAL	PTD	PAINTED
BRG	BEARING	HT	HEIGHT	PTN	PARTITION
BRK	BRICK	HVAC	HEATING, VENTILATION, AIR CONDITIONING		
				Q	
C				QT	QUARRY TILE
C/C	CENTER TO CENTER	I			
CAB	CABINET	ICF	INSULATED CONCRETE FORM	R	
CB	CORNER BEAD	ID	INSIDE DIAMETER	R	RADIUS
CER	CERAMIC	IF	INSIDE FACE	RB	RESILIENT BASE
CF	CUBIC FOOT	INCAND	INCANDESCENT	RD	ROOF DRAIN
CFCI	CONTRACTOR FURNISHED / CONTRACTOR INSTALLED	INDIC	INDICATE	REC	RECESSED
		INSTL	INSTALL(ATION)	RECP/T	RECEPTACLE
CGD	CORNER GUARD	INSUL	INSULATION	REF	REFERENCE) OR REFRIGERATOR
CHAN	CHANNEL	INT	INTERIOR	REINF	REINFORCE(D)(ING)(MENT)
CJ	CONTROL JOINT			REQD	REQUIRED
CL	CENTER LINE	J		RESIL	RESILIENT
CLG	CEILING	JST	JOIST	RFG	ROOFING
CMU	CONCRETE MASONRY UNIT	JT	JOINT	RLG	RAILING
CNTR	COUNTER	K		RM	ROOM
COLM	COLUMN	KPL	KICKPLATE	RND	ROUND
CONC	CONCRETE			RO	ROUGH OPENING
CONSTR	CONSTRUCTION			RTU	ROOF TOP UNIT
CONT	CONTINUOUS	L			
CPIC/PT	CARPET	LAM	LAMINATE	S	
CRS	COLD ROLLED STEEL	LAV	LAVATORY	SAN	SANITARY
CRS	COURSE	LD BRG	LOAD BEARING	SF	SQUARE FOOT
CRTN	CURTAIN	LDG	LANDING	SP	STAND PIPE
CSMT	CASEMENT	LF	LINEAR FOOT	SPKLR	SPRINKLER
CSWK	CASEWORK	LRV	LOUVERED ROOF VENT	SS	STAINLESS STEEL
CUB	CUBICLE	LTG	LIGHTING	STD	STANDARD
		LTWT	LIGHTWEIGHT	STL	STEEL
D		LVR	LOUVER	STOR OR ST	STORAGE
DEMO	DEMOLITION			STRUCT	STRUCTURAL
DF	DRINKING FOUNTAIN	M		SUSP	SUSPENDED
DFR	DOOR FRAME	MAS	MASONRY	SYM	SYMBOL
DIFF	DIFFUSER	MATL	MATERIAL	SYS	SYSTEM
DIM	DIMENSION	MAX	MAXIMUM		
DISP	DISPENSER	MBRN	MEMBRANE	T	
DLV	DOOR LOUVER	MECH	MECHANICAL	T&G	TONGUE AND GROOVE
DO	DOOR OPENING	MED	MEDICINE (MEDICAL)	TAFS	TEXTURE APPLIED FINISH SYSTEM
DS	DOWNSPOUT	MET	METAL	TB	TOWEL BAR
DT	DRAIN TILE	MIN	MINIMUM	TBD	TO BE DETERMINED
DW	DISHWASHER	MIR	MIRROR	TD	TOWEL DISPENSER
DWG	DRAWING	MISC	MISCELLANEOUS	TDR	TOWEL DISPENSER / RECEPTACLE
		MLDG	MOLDING		
E		MLWK	MILLWORK		
EHD	ELECTRIC HAND DRYER	MO	MASONRY OPENING	TEL	TELEPHONE
EJ	EXPANSION JOINT	MTD	MOUNTED	TEMP	TEMPORARY
EL	ELEVATION	MTG	MOUNTING	TF	TOP OF FOOTING
ELEC	ELECTRICAL	MULL	MULLION	TFF	TOP OF FINISH FLOOR
ELEV	ELEVATOR	MULT	MULTIPLE	THRES	THRESHOLD
ENCL	ENCLOSURE			TJ	TOP OF JOIST
ENGR	ENGINEER	N		TOT	TOTAL
EQUIP	EQUIPMENT	N/A	NOT APPLICABLE	TPH	TOILET PAPER HOLDER
ESMT	EASEMENT	ND	NAPKIN DISPENSER	TSL	TOP OF SLAB
EW	ELECTRIC WATER COOLER	NIC	NOT IN CONTRACT	TST	TOP OF STEEL
EXST	EXISTING	NOM	NOMINAL	TYP	TYPICAL
EXT	EXTENDER	NTS	NOT TO SCALE	U	
F				UNIF	UNIFORM
F/F	FACE TO FACE	O		UNO	UNLESS NOTED OTHERWISE
FBD	FIBERBOARD	OIO	OUT TO OUT	UR	URNAL
FDN	FOUNDATION	OA	OVERALL		
FE	FIRE EXTINGUISHER	OC	ON CENTER	V	
FGL	FIBERGLASS	OD	OUTSIDE DIAMETER	VB	VINYL BASE
FHC	FIRE HOSE CABINET	OF	OUTSIDE FACE	VCT	VINYL COMPOSITION TILE
FHP	FULL HEIGHT PARTITION	OFCI	OWNER FURNISHED - CONTRACTOR INSTALLED	VERT	VERTICAL
FIN	FINISH			VIN	VINYL
FIN FL	FINISHED FLOOR	OH	OVERHEAD	VT	VINYL TILE
FLOUR	FLUORESCENT	OPNG	OPENING	VWC	VINYL WALL COVERING
FLR (FLRG)	FLOOR(ING)	OPP	OPPOSITE		
FOC	FACE OF CONCRETE	OPP HAND	OPPOSITE HAND	W	
FOF	FACE OF FINISH	OPT	OPTIONAL	W/W	WALL TO WALL
FOM	FACE OF MASONRY				

SYMBOL LEGEND

	CONCRETE MASONRY UNIT ELEVATION VIEW		TYPICAL WALLS DIMENSION TO PARTITION FINISH OR STRUCTURE (U.N.O.)		DEMISING WALL'S FINISH TO FINISH
	CONCRETE		AREA OF REVISION		
	PRECAST CONCRETE PANELS		REVISION NUMBER		
	CONCRETE MASONRY UNIT PLAN VIEW		ALTERATION NOTE		
	CRUSHED STONE / GRAVEL		WORK POINT, CONTROL POINT OR DATUM POINT		
	EARTH		LOUVER TYPE		
	INSULATION (BATT)		WINDOW TYPE		
	INSULATION (RIGID)		FIRE EXTINGUISHER W/ RECESSED WALL MOUNTED CABINET		
	METAL (STEEL, IRON)		WALL MOUNTED FIRE EXTINGUISHER		
	PLYWOOD		CARD READER		
	WOOD FINISH		ACTUATOR (ADA PUSH BUTTON POWER OPERATOR)		
	WOOD FRAMING & BLOCKING		DELAY EGRESS (WITH ACCESS CONTROL)		
	PARTICLE BOARD		SENSOR (DOOR CONTROL)		
	GYPSUM WALL BOARD				
	80.00' N89 52'00"E PROPERTY LINE				
	EXISTING CONTOUR GRADES				
	A 1 COLUMN REFERENCE GRID				
	UP SLOPE UP		ELEVATION REFERENCES (ARROW INDICATES DIRECTION OF VIEW)		
	DN SLOPE DOWN		ELEVATION NUMBER SHEET NUMBER		
	N BUILDING NORTH SYMBOL		MULTIPLE ELEVATION TAG ELEVATION NUMBER SHEET NUMBER		
	FLOOR ELEVATION EL: 20'-0"		DETAIL NUMBER SHEET NUMBER NOTE		
	WALLS, DOORS (SOLID)		SECTIONAL REFERENCES (ARROW INDICATES DIRECTION OF VIEW)		
	DOOR TAG 2" UNLESS NOTED OTHERWISE		DETAIL NUMBER SHEET NUMBER NOTE		
	ROOM NAME 123 ROOM NAME AND NUMBER		DETAIL PLAN/ELEVATION (BOX INDICATES AREA OF VIEW)		
	PARTITION CODE		DETAIL NUMBER SHEET NUMBER		
	WORK, NON RATED				
	1 HOUR FIRE RATED PARTITION				
	2 HOUR RATED FIRE WALL				
	2a PARTITION TYPE, SEE A-801				

APPLICABLE CODES

THE FOLLOWING CODES, GUIDELINES & REGULATIONS WERE UTILIZED IN THE PREPARATION OF THESE DRAWINGS.

1. FLORIDA BUILDING CODE - 2017, 6th EDITION.
2. NFPA LIFE 101 LIFE SAFETY CODE (2012 EDITION) AS ADOPTED BY FLORIDA FIRE PREVENTION CODE (5th EDITION).
3. NFPA 10 PORTABLE FIRE EXTINGUISHERS.
4. NFPA 72 (NEC) NATIONAL FIRE ALARM CODE.
5. NFPA 14 STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS, 2010 EDITION.
6. NFPA 20 STANDARD FOR INSTALLATION OF STATIONARY FIRE PUMPS FOR FIRE PROTECTION, 2010 EDITION.
7. NFPA 720 NATIONAL FIRE ALARM AND SIGNALING CODE06, 2010 EDITION
8. NFPA 88A STANDARD FOR PARKING GARAGE STRUCTURES, 2011 EDITION
9. NFPA 90A STANDARD FOR THE INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS, 2012 EDITION.
11. NFPA 92 STANDARD FOR SMOKE CONTROL SYSTEMS, 2012 EDITION.
12. NFPA 110 STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS, 2010 EDITION.
13. NFPA 307 STANDARD FOR THE CONSTRUCTION AND FIRE PROTECTION OF MARINE TERMINALS, PIERS, AND WHARVES, 2011 EDITION.
14. AMERICAN WITH DISABILITY ACT (ADA) ACCESSIBILITY GUIDELINES FOR BUILDINGS & FACILITIES (ADAAQ), 2010 EDITION.
15. ANSI A117.1 HANDICAP CODE.
16. FFPC FLORIDA FIRE PREVENTION CODE, FIFTH EDITION.
17. NFPA 70 NATIONAL ELECTRICAL CODE® (NEC), 2011 EDITION.
18. FBC-M FLORIDA BUILDING CODE - MECHANICAL, FIFTH EDITION.
19. FBC-P FLORIDA BUILDING CODE - PLUMBING, FIFTH EDITION.

DRAWING INDEX

G-000	COVER
G-100	DRAWING INDEX, GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS
SU-01	SURVEY
SU-02	SURVEY
SU-03	SURVEY
C-101	DEMOLITION PLAN
C-102	PAVING GRADING AND DRAINAGE
C-103	PAVEMENT MARKING AND SIGNAGE
C-104	WATER AND SEWER
C-105	TYPICAL SECTIONS
LT-01	TREE DISPOSITION PLAN
LT-02	TREE PROTECTION PLAN AND NOTES
LT-03	TREE DISPOSITION TABLE
LT-04	TREE/PALM PROTECTION AND RELOCATION SPECS
LL-01	LANDSCAPE PLAN
LL-02	LANDSCAPE DETAILS AND NOTES
LL-03	PLANT MATERIAL LIST AND LANDSCAPE LEGEND
A-100	SITE PLAN
A-100A	FIRE ACCESS PLAN
A-101	1ST FLOOR PLAN
A-102	2ND FLOOR PLAN
A-103	3RD FLOOR PLAN
A-104	4TH FLOOR PLAN
A-105	5TH FLOOR PLAN
A-106	ROOF PLAN
A-201	NORTH & SOUTH ELEV
A-202	EAST & WEST ELEV
A-900	RENDERING
A-901	RENDERING
A-902	RENDERING
E1.00	SITE PLAN ELECTRICAL

**ARCHITECTURE, LANDSCAPE
ARCHITECTURE**



TRAFFIC ENGINEERING

LOC 6401 SW 87th Avenue,
Suite 200
Miami, FL 33173
305.670.2350

STRUCTURAL ENGINEERING



5835 Blue Lagoon Dr,
Suite 400
Miami, Florida 33126
305.442.7086

www.bniengineers.com

MEP/FP ENGINEERING

 500 N.E. Third Avenue
Ft. Lauderdale, FL 33301
954.467.1402
www.fellerpe.com



KISLAK
OFFICE
BUILDING

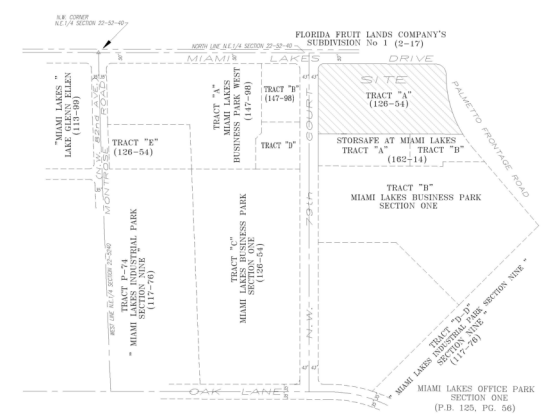
7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

SITE APPROVAL SET

REVISIONS:

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SITE LOCATION



SCALE
PROJ. NO. 19063
DATE 05/15/2020

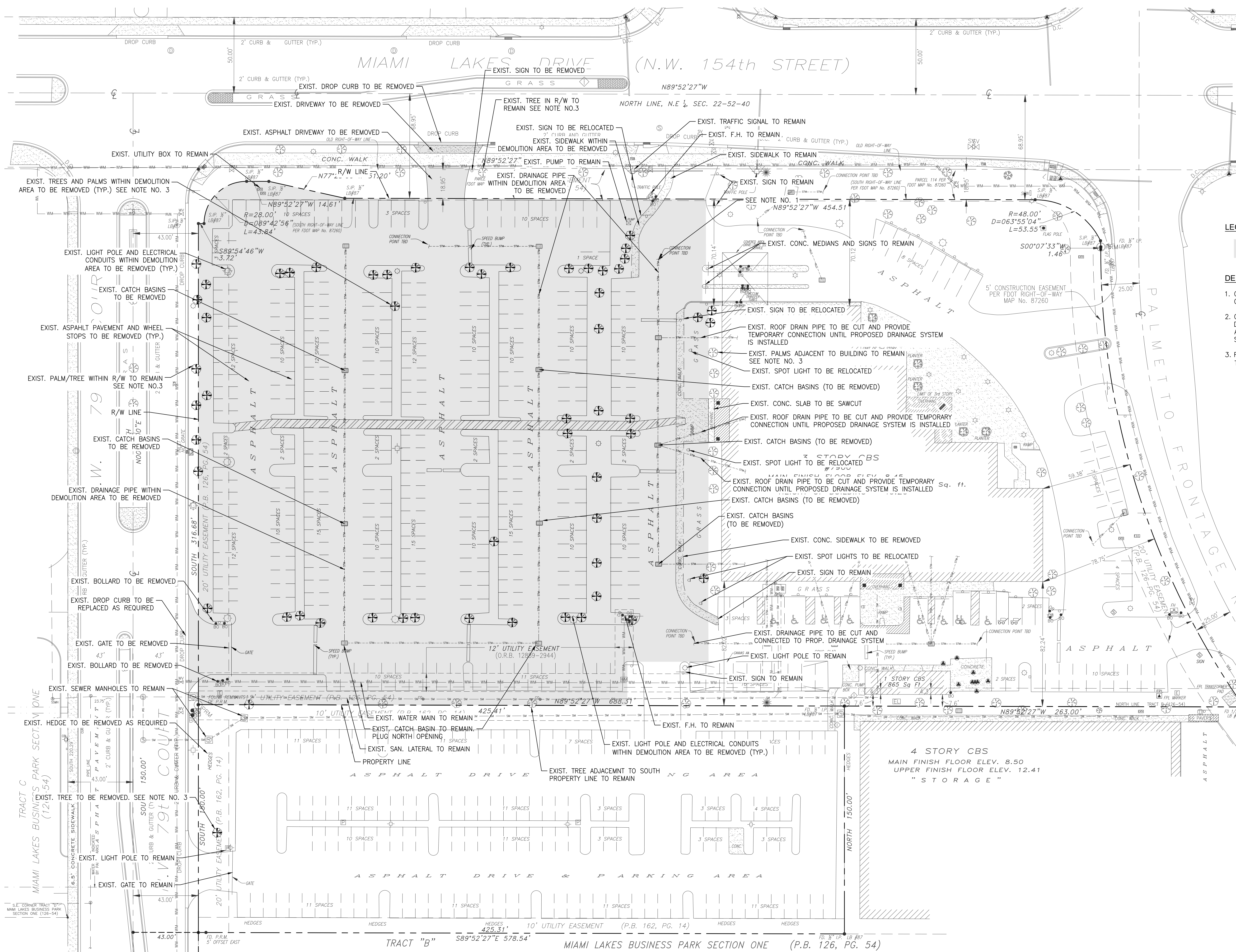
DRAWING INDEX, GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS

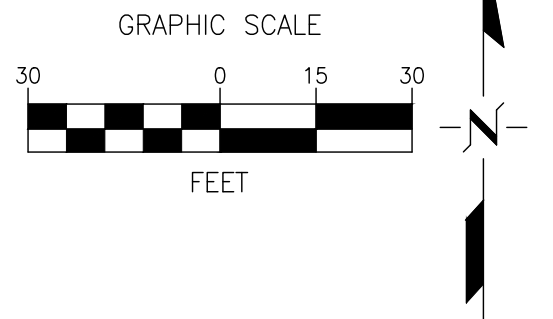
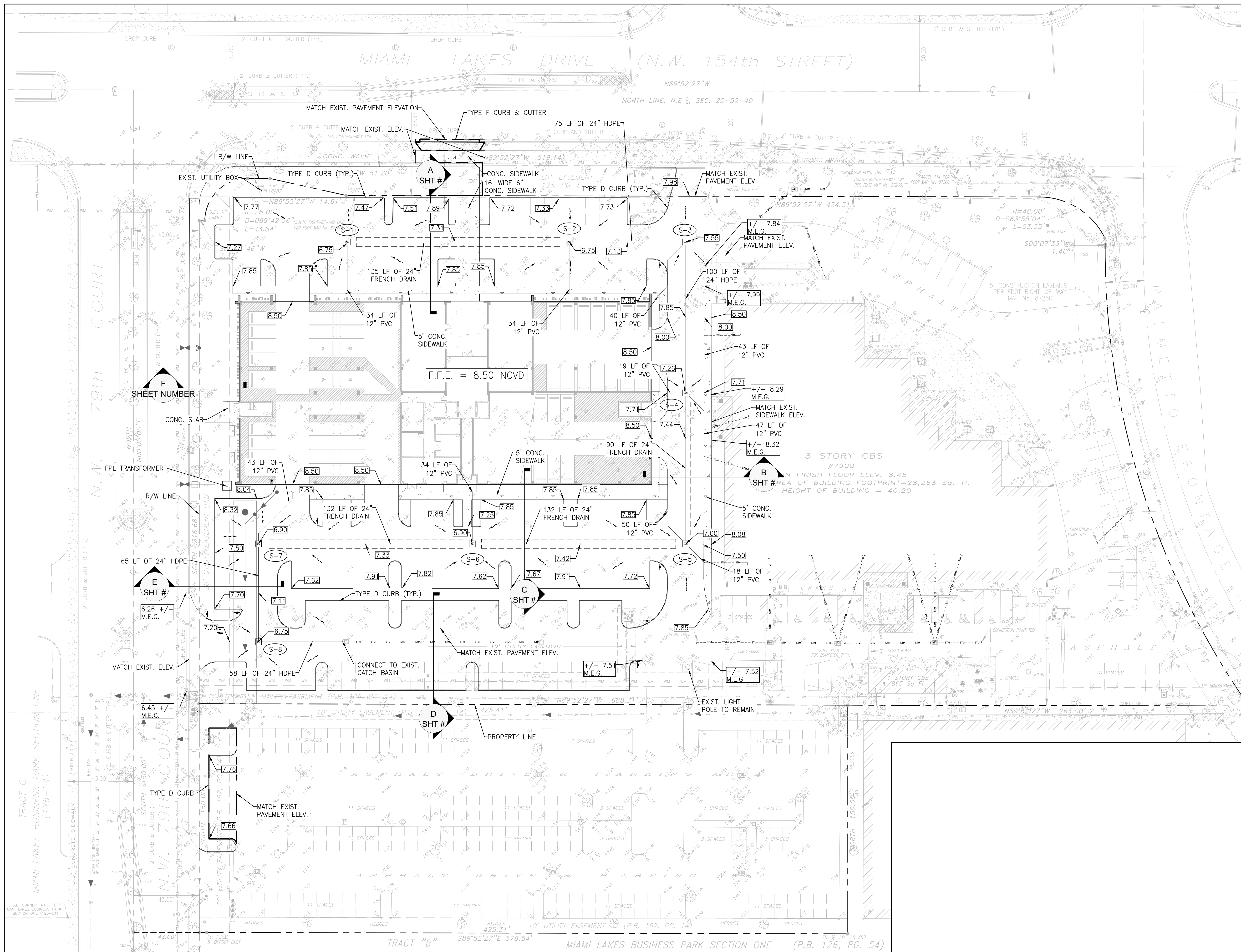
G-100

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE "A" PROPERTY IS TRUE AND CORRECTLY RECENTLY SURVEYED AND DRAWN 10-02-2019. THIS SURVEY COMPLETES ALL REQUIREMENTS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS TO CHAPTER 472.027, FLORIDA STATUTES.





Schwabke-Shaw
THE SEAL APPEARING ON THIS DOCUMENT IS THE SEAL OF THE
BY: *Mark Steven Johnson* PLS
MARK STEVEN JOHNSON, PLS
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA.

Schwelbke - Shislin & Associates, Inc.
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775
BY: Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

[illegible]

[illegible]

PROPOSED LEGEND

- | | |
|---|---|
|  | PROP. STORM DRAIN
W/ INFILTRATION TRENCH |
|  | PROP. CATCH BASIN |
|  | PROP. GRADE |
|  | PROP. STRUCTURE NUMBER |

KISLAK
OFFICE
BUILDING

7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

SCHEMATIC DESIGN

-14-2020

SIONS:

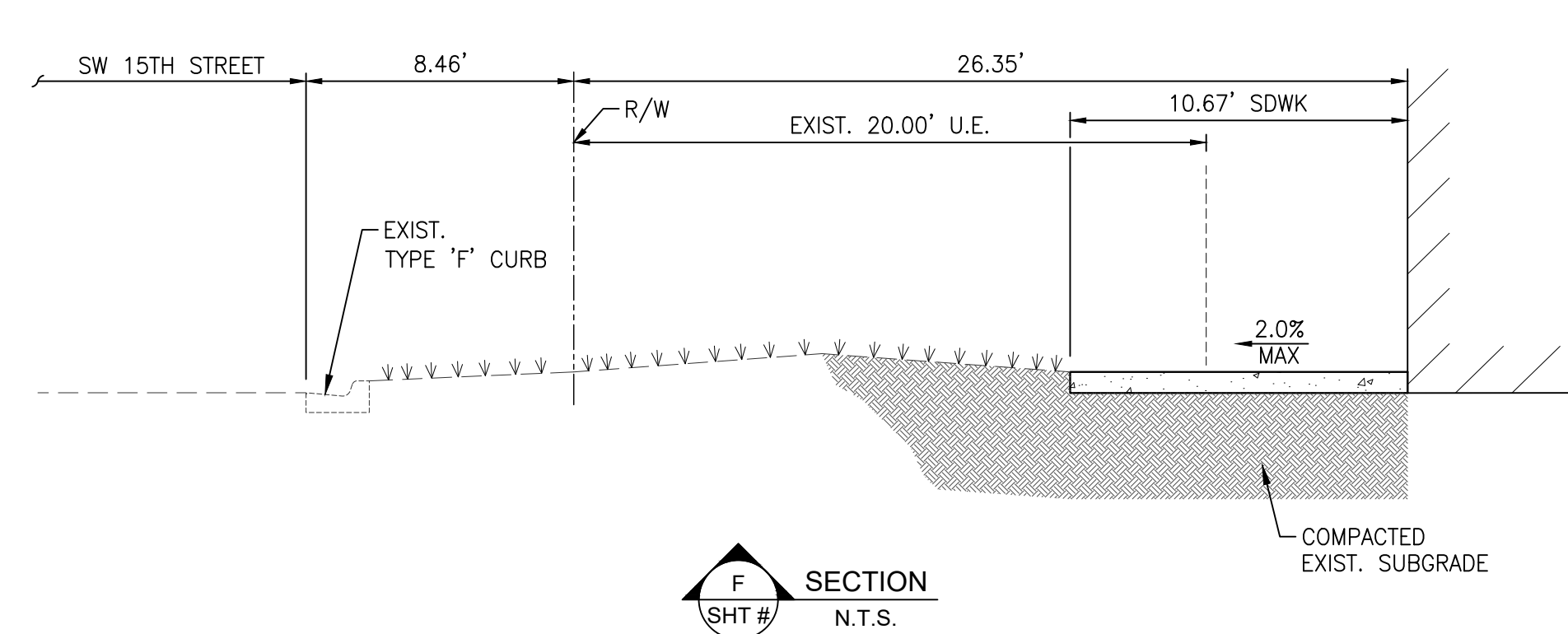
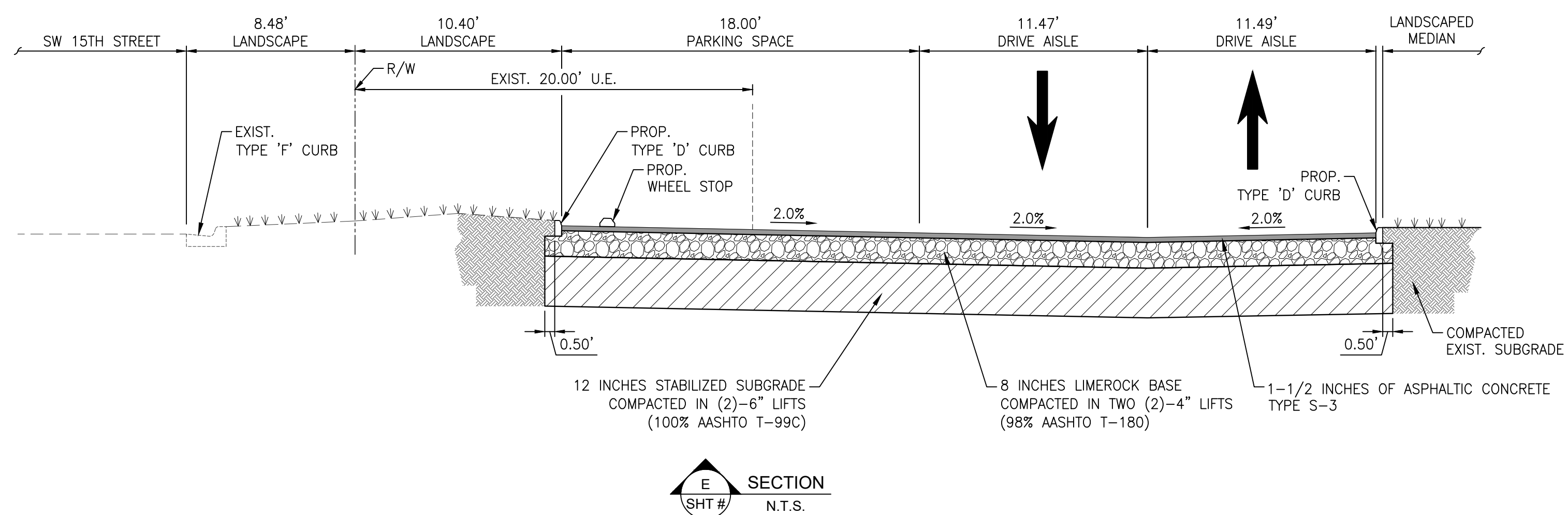
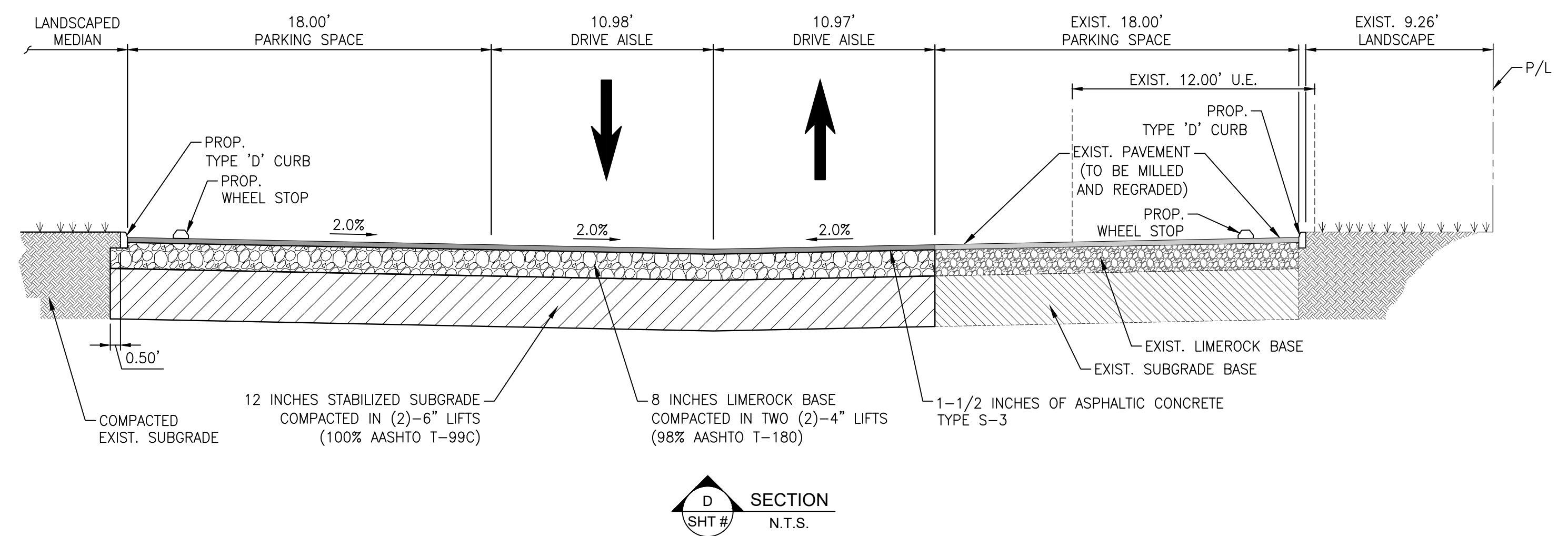
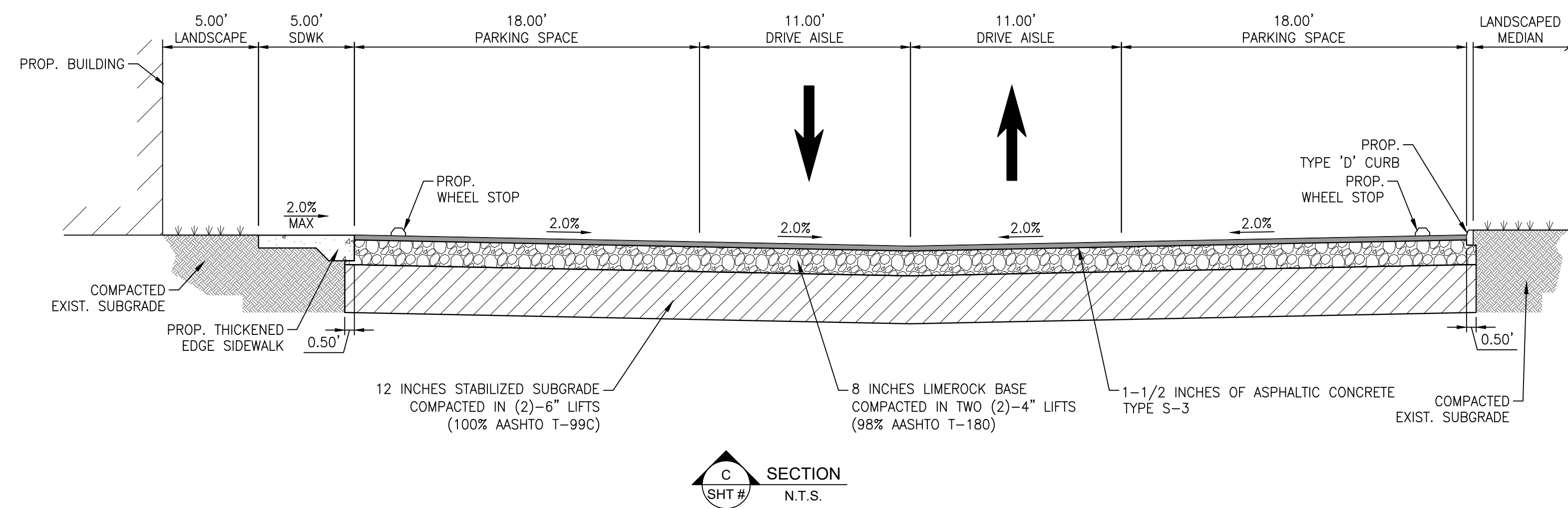
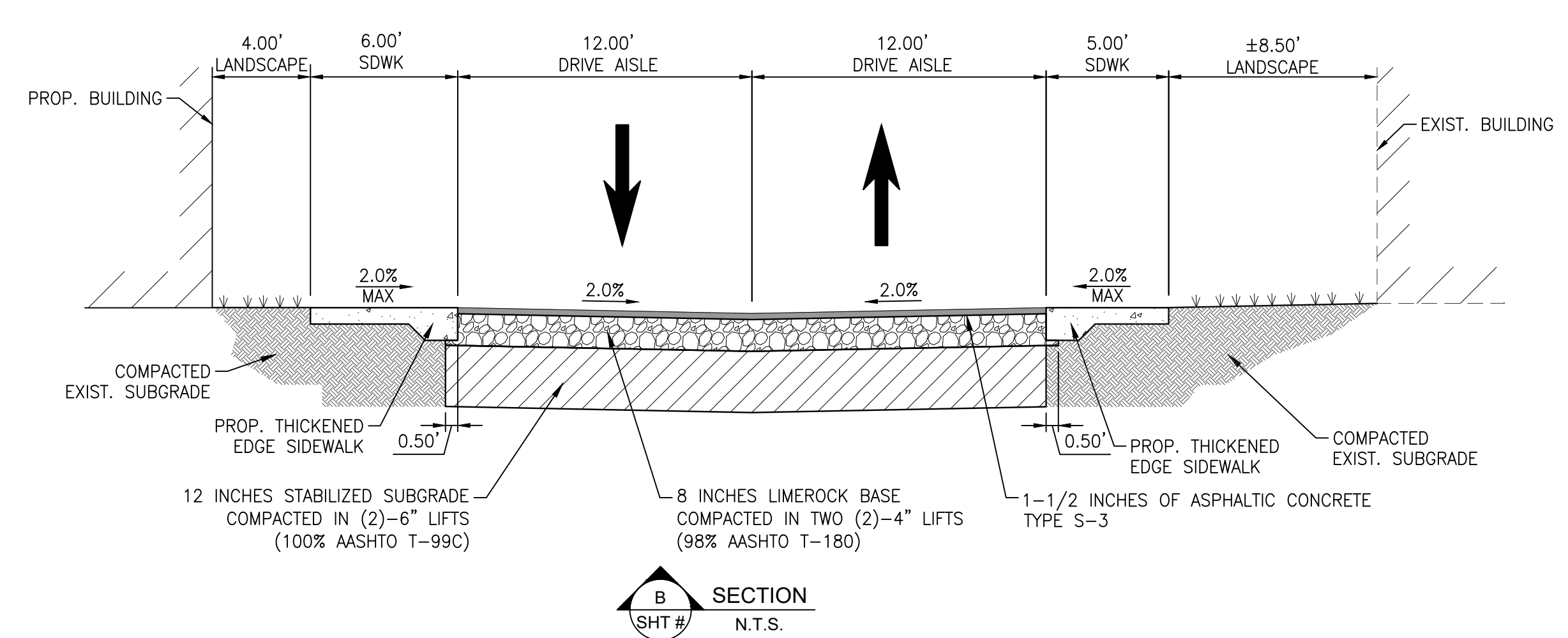
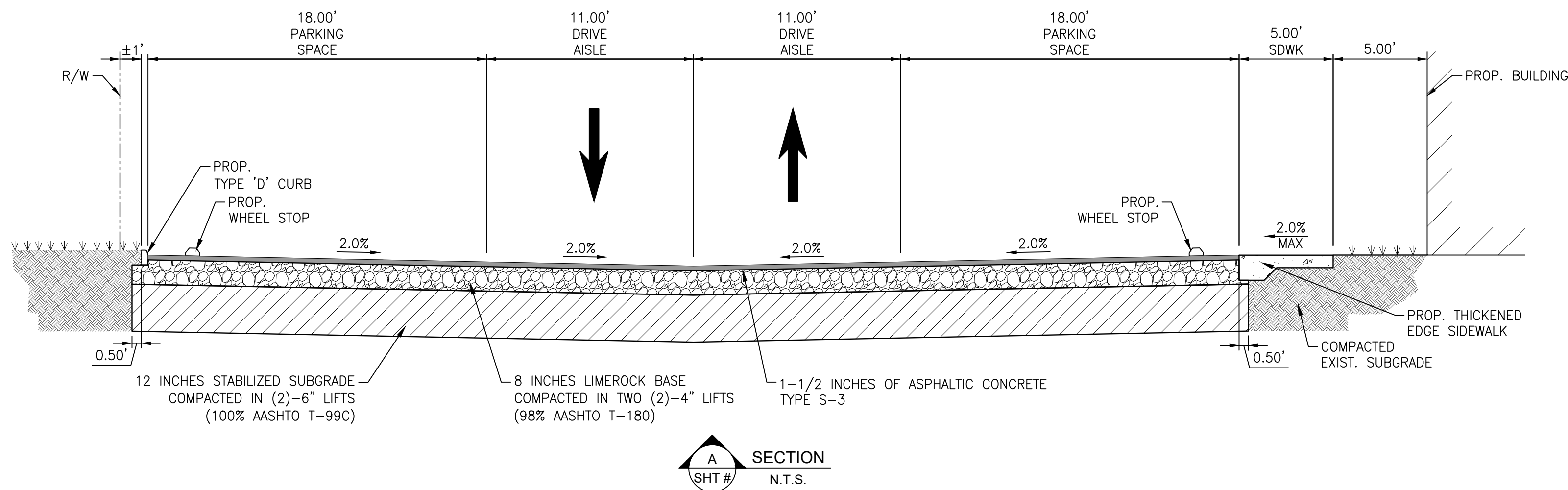
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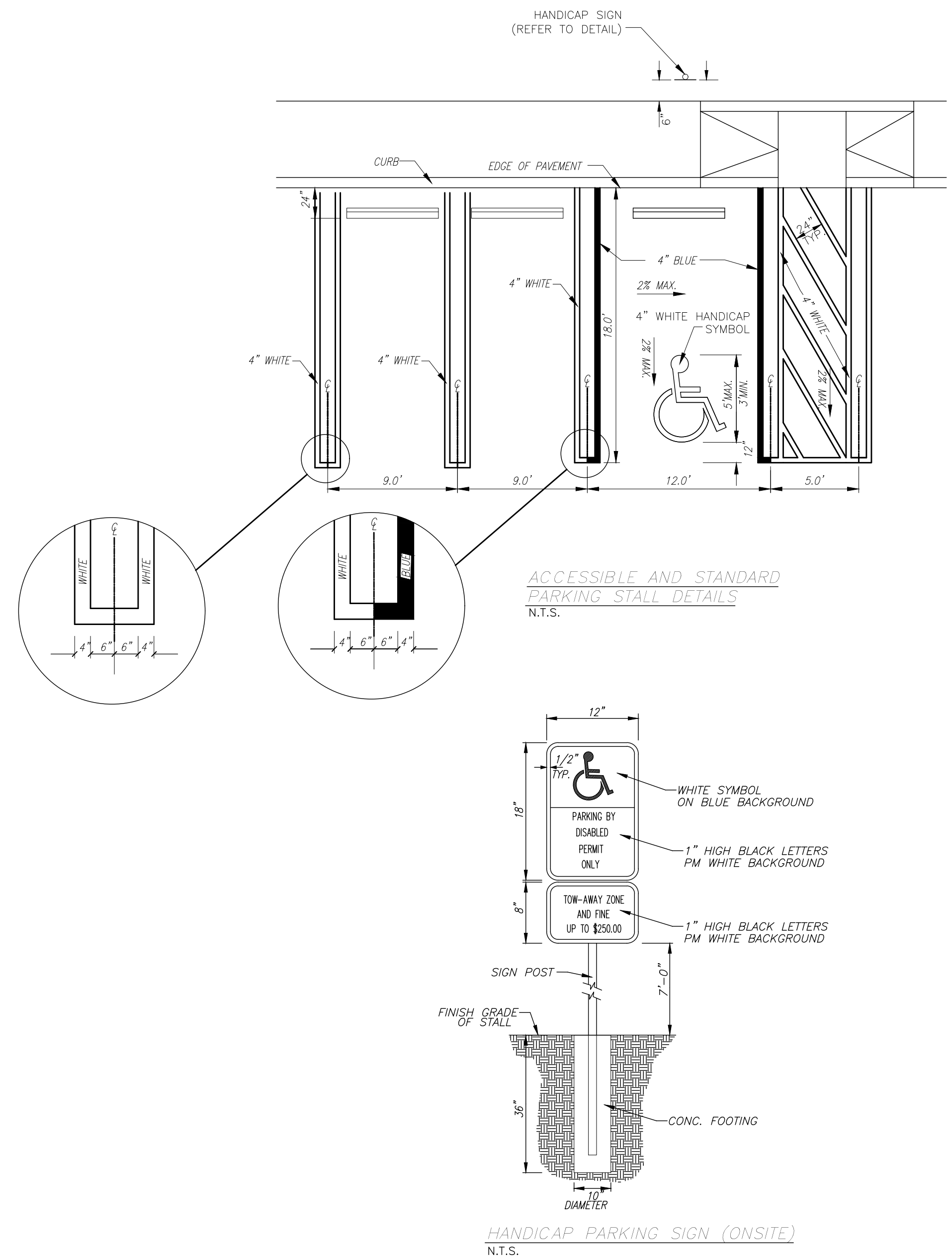
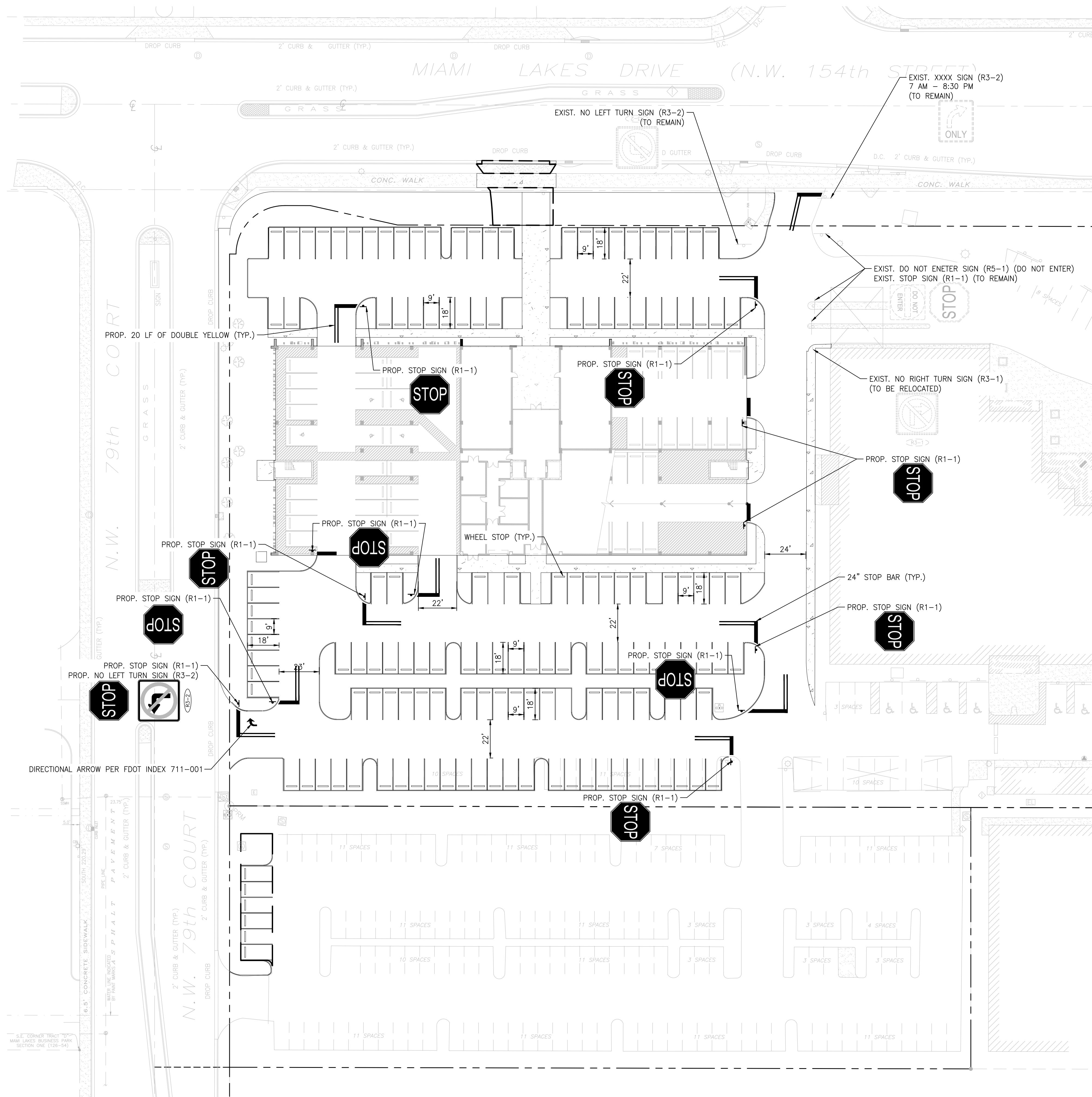
Y PLAN

SCALE	
PROJ. NO.	0190128.00
DATE	5/14/2020

TYPICAL SECTIONS

C-103





REVISIONS:

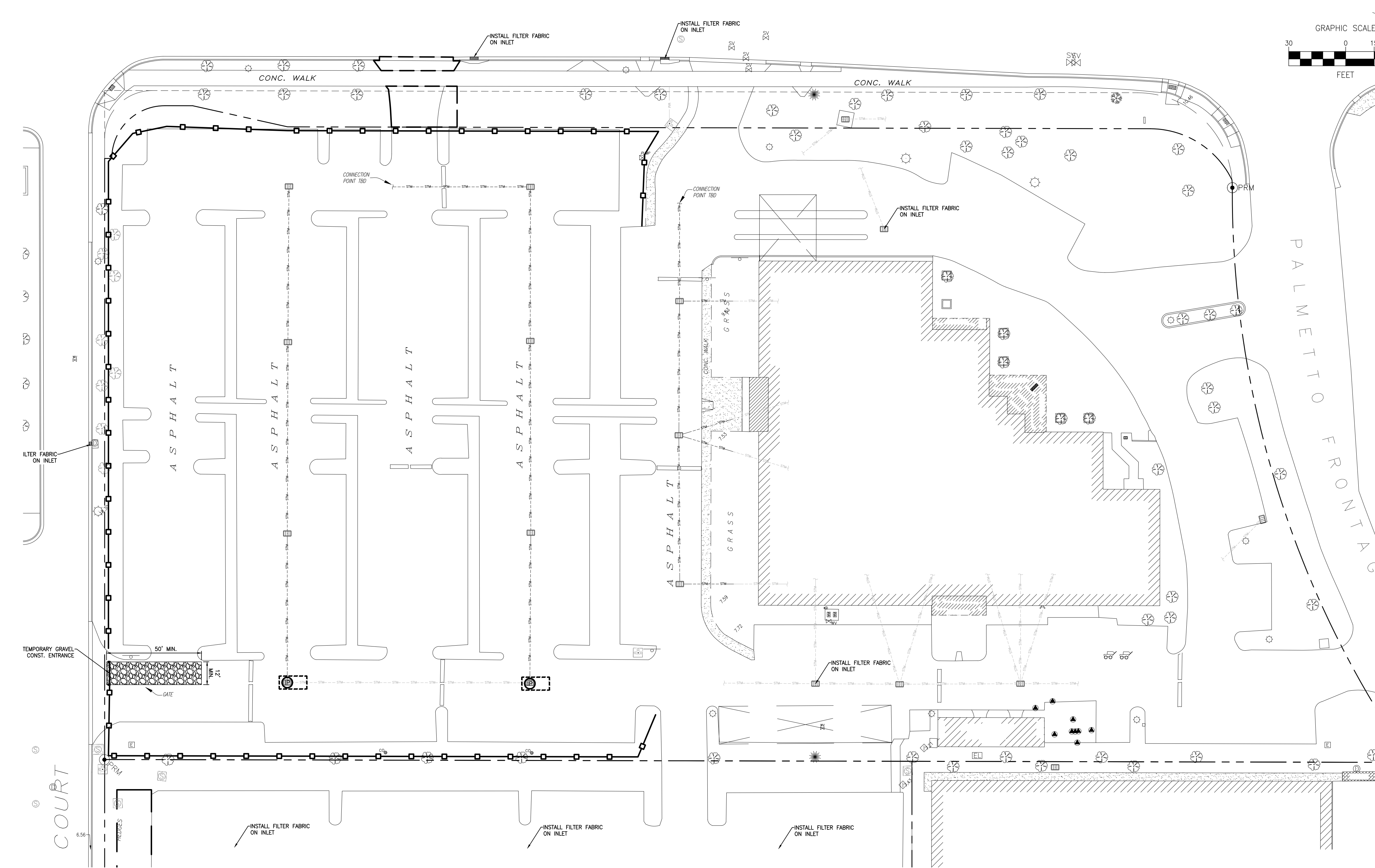
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KEY PLAN

SCALE 1"=30'
PROJ. NO. 0190128.00
DATE 5/14/2020

EROSION
CONTROL
PLAN &
DETAILS

C-106



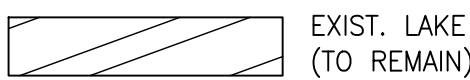
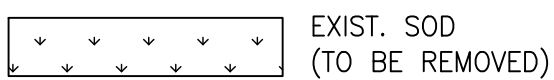
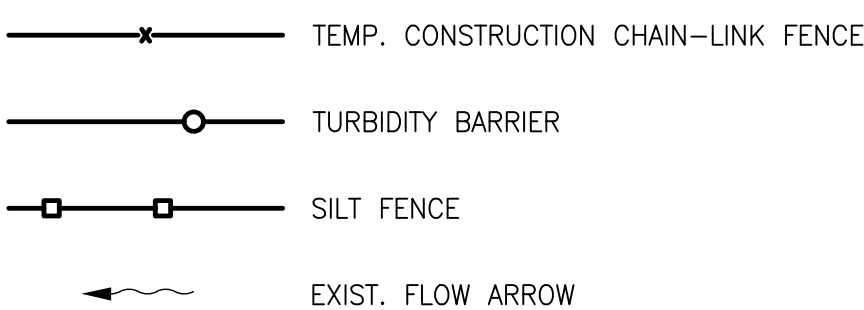
EROSION CONTROL NOTES

1. CONTRACTOR MUST REQUEST COVERAGE UNDER THE FLORIDA GENERIC PERMIT FOR CONSTRUCTION ACTIVITIES. IN ORDER TO USE THE GENERIC PERMIT, FOR SITE WHICH DISTURB 1/4 OR MORE ACRES, A NOTICE OF INTENT (NOI) FORM MUST BE COMPLETED AND MAILED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). CONSTRUCTION ACTIVITIES SHALL NOT COMMENCE UNTIL THE FDEP ISSUES THE ACKNOWLEDGEMENT LETTER. THE GENERAL CONTRACTOR, (AND ALL SUBCONTRACTORS INVOLVED WITH ANY CONSTRUCTION ACTIVITY RELATED TO EARTHWORK, EROSION CONTROL, ETC., OR WHICH UTILIZE POSSIBLE POLLUTANTS AS DEFINED IN THE NPDES GENERIC PERMIT) MUST BE FAMILIAR WITH THE CONTENTS OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS WELL AS ALL THE REQUIREMENTS SET FORTH IN THE NPDES GENERIC PERMIT AND ANY APPLICABLE LOCAL PERMIT REQUIREMENTS.
2. THE CONTRACTOR SHALL ADHERE TO THE SEQUENCE OF OPERATIONS FOR EROSION CONTROL IMPLEMENTATION SHOWN HEREON. ANY DEVIATION FROM THIS SEQUENCE DEEMED NECESSARY BY THE CONTRACTOR MAY REQUIRE THAT THE STORMWATER POLLUTION PREVENTION PLAN BE MODIFIED IN ACCORDANCE WITH THE NPDES GENERIC PERMIT GUIDELINES AND THE STORM WATER POLLUTION PREVENTION PLAN.
3. THE CONTRACTOR SHALL MODIFY THIS PLAN TO SHOW LOCATIONS OF TEMPORARY WASHDOWN AREAS, PORTABLE TOILETS, EQUIPMENT MAINTENANCE/REPAIR AREAS, STOCKPILE AREAS, FUEL STORAGE AREAS, SOLID WASTE RECEPTACLES, AND POLLUTANT CONTROLS FOR EACH, AS SOON AS POSSIBLE.
4. THE GENERAL CONTRACTOR SHALL PERFORM ALL REQUIRED INSPECTIONS OF STORMWATER CONTROLS AND PRACTICES AT FREQUENCIES GIVEN IN THE NPDES GENERIC PERMIT, AND SHALL COMPLETE AND SIGN APPROPRIATE INSPECTION FORMS (AS REQUIRED IN THE STORMWATER POLLUTION PREVENTION PLAN).
5. DUST CONTROL SHALL BE ACCOMPLISHED BY WATERING DRY, EXPOSED AREAS ON A REGULAR BASIS. SPRAYING OF PETROLEUM BASED OR TOXIC LIQUIDS FOR THIS PURPOSE IS STRICTLY PROHIBITED.
6. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR AT LEAST FOURTEEN (14) DAYS SHALL BE TEMPORARILY STABILIZED WITH VEGETATION AND MULCH.
7. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE PERMANENTLY SEEDED WITHIN FOURTEEN (14) DAYS PER LANDSCAPING SPECIFICATIONS.
8. ALL VEHICLES SHALL BE CLEANED AT THE CONSTRUCTION EXIT POINTS. IF THE MAJORITY OF MUD OR DIRT IS NOT REMOVED FROM EXITING TRAFFIC, HOSE BIBBS SHALL BE PROVIDED AT CONSTRUCTION TRAFFIC EXIT POINTS, AND VEHICLE TIRES SHALL BE WASHED BEFORE EXITING ONTO PUBLIC ROADS. SILT FROM THIS WASHING OPERATION SHALL BE INTERCEPTED AND TRAPPED BEFORE WASHWATER IS ALLOWED TO BE DISCHARGED OFF-SITE.
9. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED ONTO ADJACENT ROADWAYS BY VEHICLES EXITING THE SITE SHALL BE CLEANED OR REMOVED IMMEDIATELY.
10. CONTRACTOR SHALL PREVENT ANY SILTATION FROM ENTERING THE STORM SEWER SYSTEM. ALL INLETS AND INLET OPENINGS SHALL BE FULLY ENCLOSED WITH APPROPRIATE INLET PROTECTION DEVICES.
11. AS PART OF THESE CONSTRUCTION PLANS, THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENTATION AND/OR DEBRIS IN ANY TEMPORARY OR PERMANENT DETENTION PONDS, STORM SEWER INLETS AND PIPES, AND ALONG SILT FENCES, WITHIN 48 HOURS AFTER INSPECTION OF DEVICES REVEALS THE PRESENCE OF EXCESSIVE SILTATION.
12. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DEGRADATION.
13. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCE WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE SILT FENCE.
14. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS OR SEDIMENT TRAPS (IF PRESENT) SHALL BE MAINTAINED IN OPERATIONAL CONDITION AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS REDUCED BY 50%.
15. THE CONTRACTOR IS ADVISED TO CONSTRUCT TEMPORARY OR PERMANENT FENCING AROUND DETENTION PONDS AND SEDIMENT BASINS AT THE EARLIEST POSSIBLE TIME TO PREVENT ACCIDENTAL ACCESS BY PERSONS OR ANIMALS.
16. ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO ENSURE COMPLIANCE WITH THE NPDES GENERIC PERMIT OR LOCAL PERMIT REQUIREMENTS SHALL BE IMPLEMENTED BY THE CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER.
17. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE WITHIN THIRTY (30) DAYS AFTER STABILIZATION OF ALL SURFACES.
18. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR DAMAGES TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT-OF-WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES SHOWN AND NOTED IN THESE PLANS.
19. ALL SLOPES ON SITE WHICH ARE 3H:1V OR STEEPER SHALL BE STABILIZED BY TRACK WALKING (TRAVERSING UP AND DOWN THE SLOPE WITH A TRACKED VEHICLE) FOLLOWED BY INSTALLATION OF EROSION CONTROL BLANKET, INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN S150 OR APPROVED EQUAL.
20. A FILLER FABRIC SHALL BE INSTALLED IN INLETS WITHIN 100 FEET OF CONSTRUCTION THROUGH THE DURATION OF CONSTRUCTION.

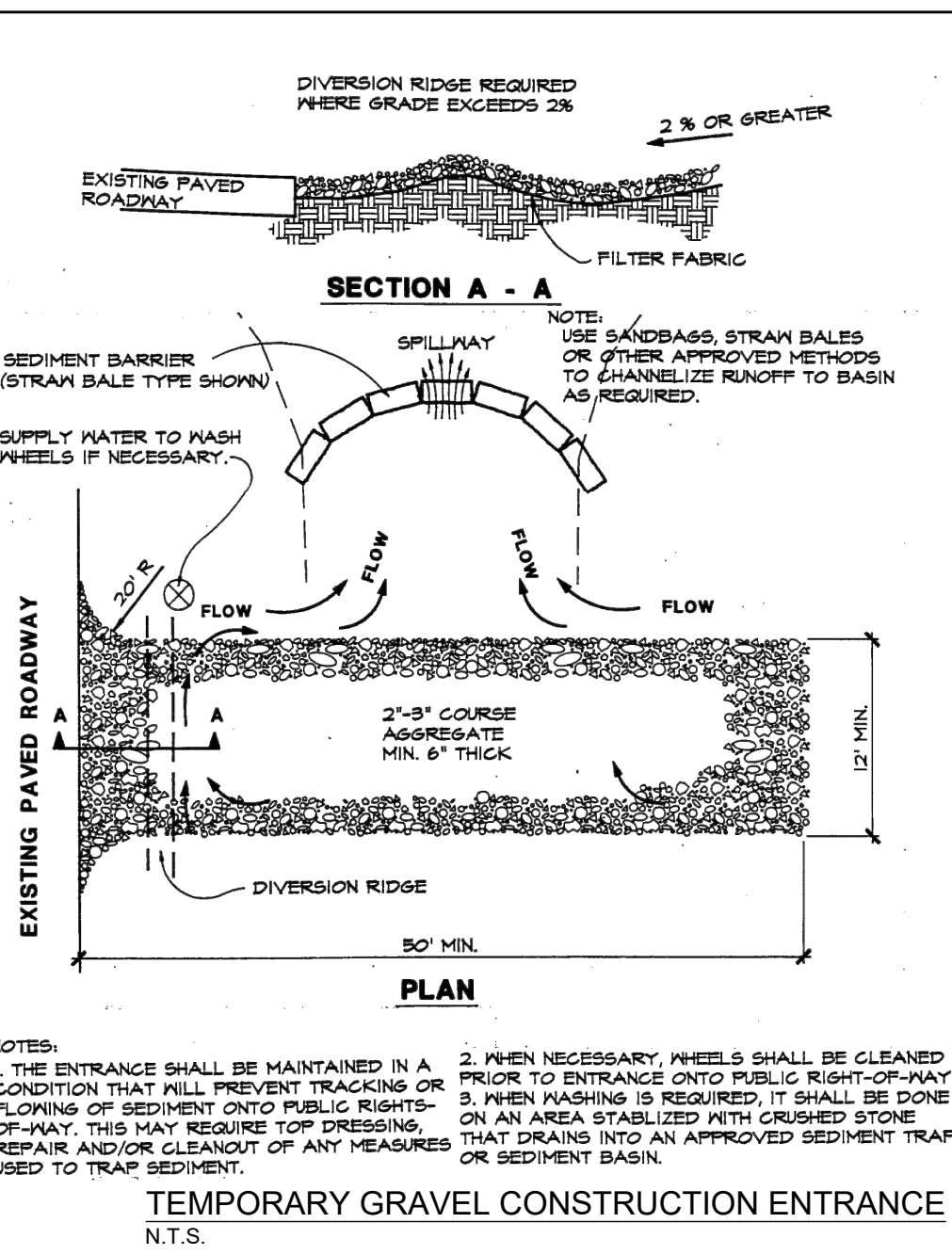
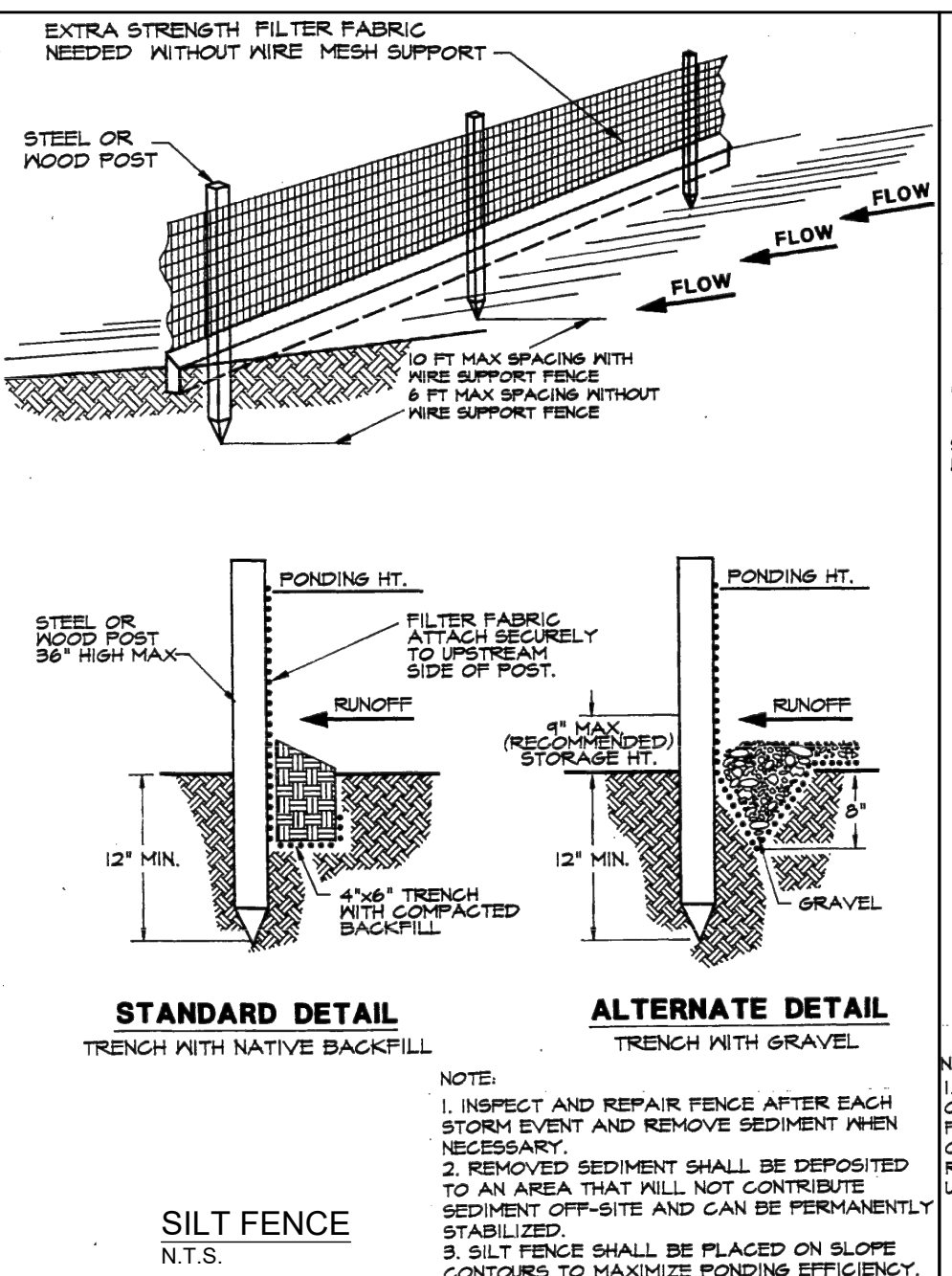
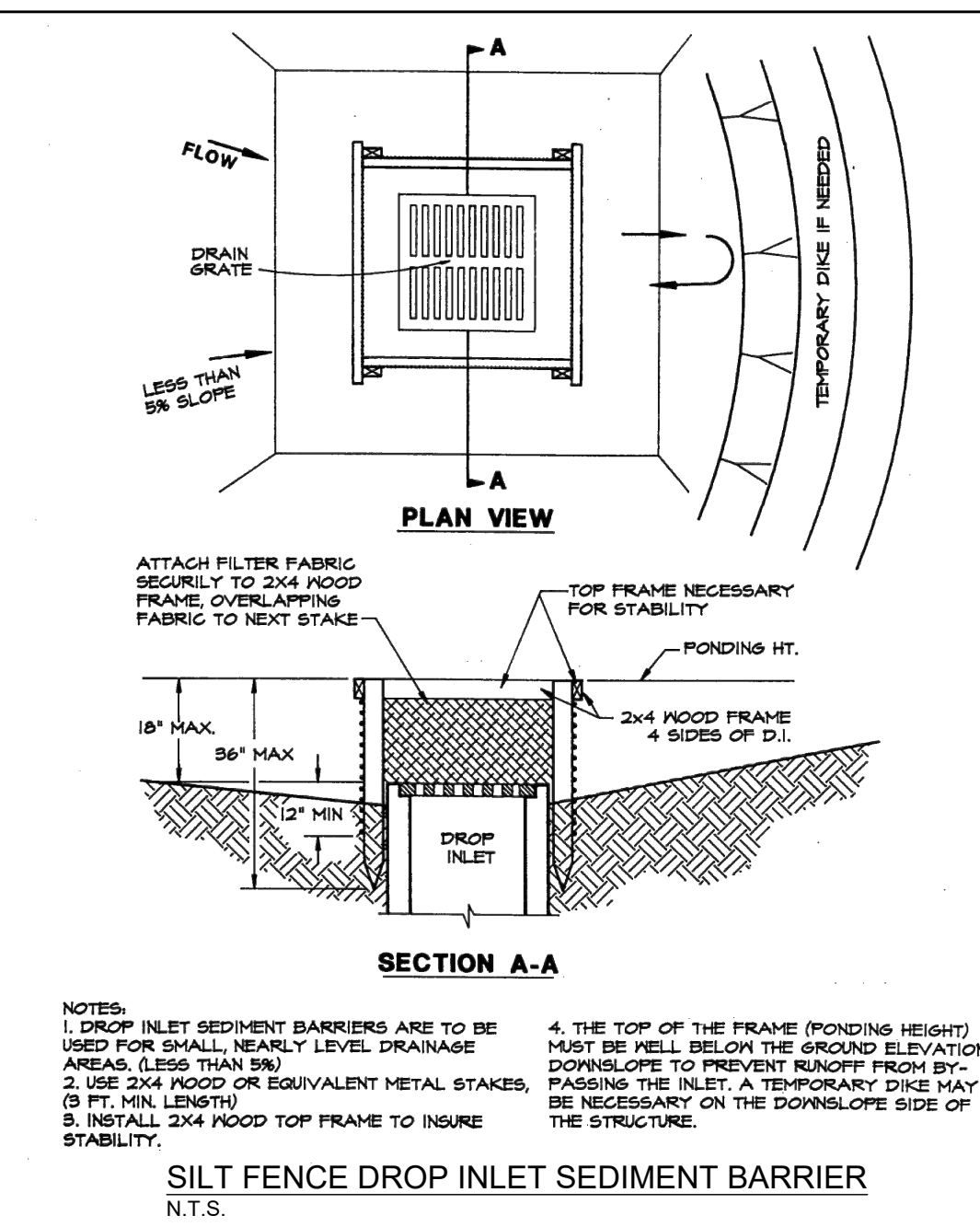
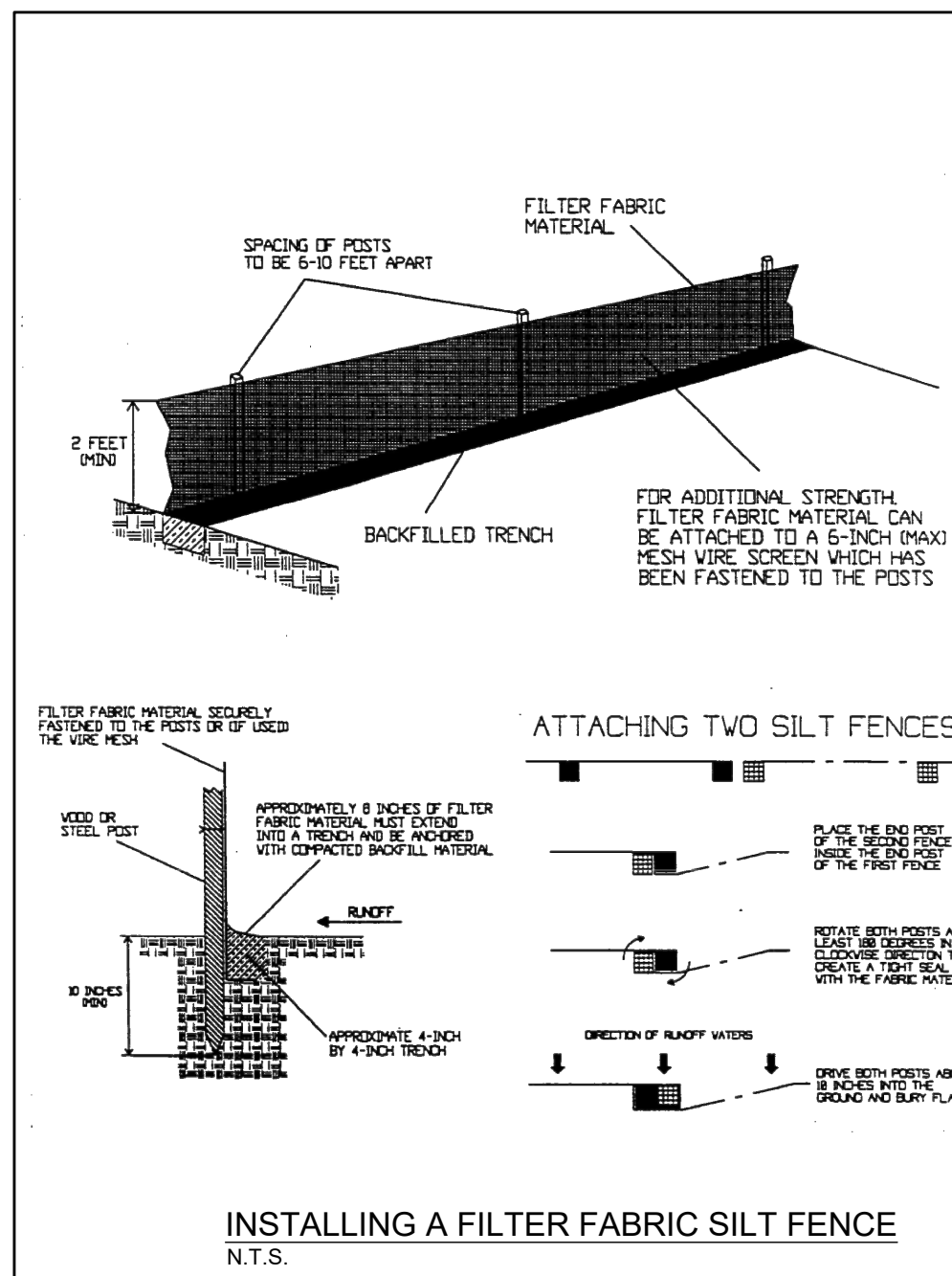
EROSION CONTROL SEQUENCE

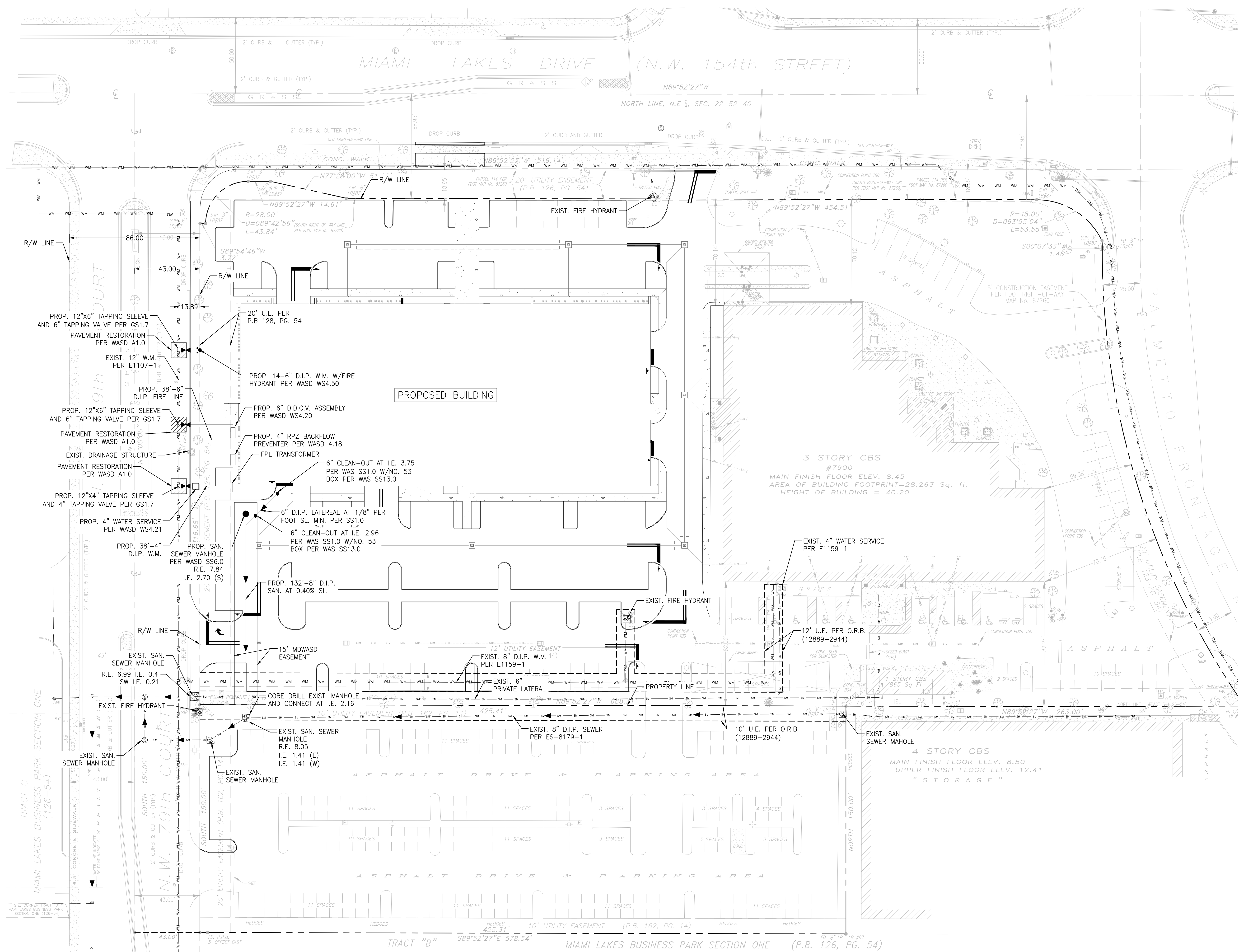
1. INSTALL CONSTRUCTION FENCING AND SILT FENCE AROUND PERIMETER OF PROJECT AREA AND DISTURBED AREAS AS SHOWN. SILT FENCE MAY BE REMOVED OR ADJUSTED IN AREAS WHERE THE CONTRACTOR FEELS IT IS NECESSARY FOR CONSTRUCTION PURPOSES. CONTRACTOR TO RESTORE SILT FENCE AFTER CONSTRUCTION IS COMPLETED IN THOSE AREAS.
2. INSTALL INLET PROTECTION FOR ALL EXISTING GRATE INLETS, CURB INLETS, AND AT THE ENDS OF ALL EXPOSED STORM SEWER PIPES, IF PRESENT.
3. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE/EXIT.
4. COMMENCE DEMOLITION (SEE DEMOLITION PLAN), GRUBBING, AND REMOVAL OF VEGETATION IN AREA TO RECEIVE CUT OR FILL.
5. COMMENCE GRADING OPERATION FOR BUILDING PAD PREPARATION (SEE GRADING PLAN).
6. INSTALL ALL UNDERGROUND UTILITIES.
7. INSTALL ALL PROPOSED STORM SEWER PIPES AND INSTALL SILT FENCE AT ENDS OF EXPOSED PIPES.
8. CONSTRUCT ALL GRATE INLETS AND DRAINAGE STRUCTURES. INSTALL INLET PROTECTION.
9. FILL/PAVE/SEAL UNDERGROUND PREPARATION.
10. REMOVE SILT FENCES AROUND INLETS AND MANHOLES NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE.
11. INSTALL BASE MATERIAL AS REQUIRED FOR PAVEMENT, CURB & GUTTER.
12. INSTALL ALL PAVING, CURB & GUTTER.
13. REMOVE TEMPORARY CONSTRUCTION EXIT & PERIMETER SILT FENCES.
14. COMPLETE PLANTING AND/OR SEEDING OF VEGETATED AREAS TO ACCOMPLISH STABILIZATION, IN ACCORDANCE WITH THE LANDSCAPE PLAN.

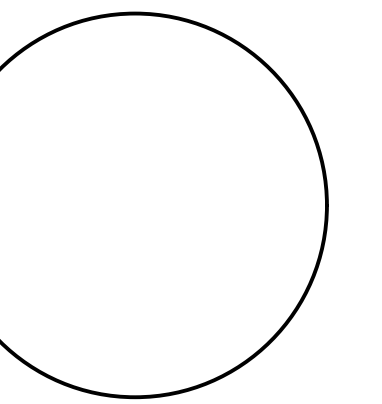
PROPOSED LEGEND



— — — — CONSTRUCTION LIMITS



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KISLAK
OFFICE
BUILDING

7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

TE APPROVAL SET

SIONS:

Description	Date
DRC COMMENTS	05-15-202

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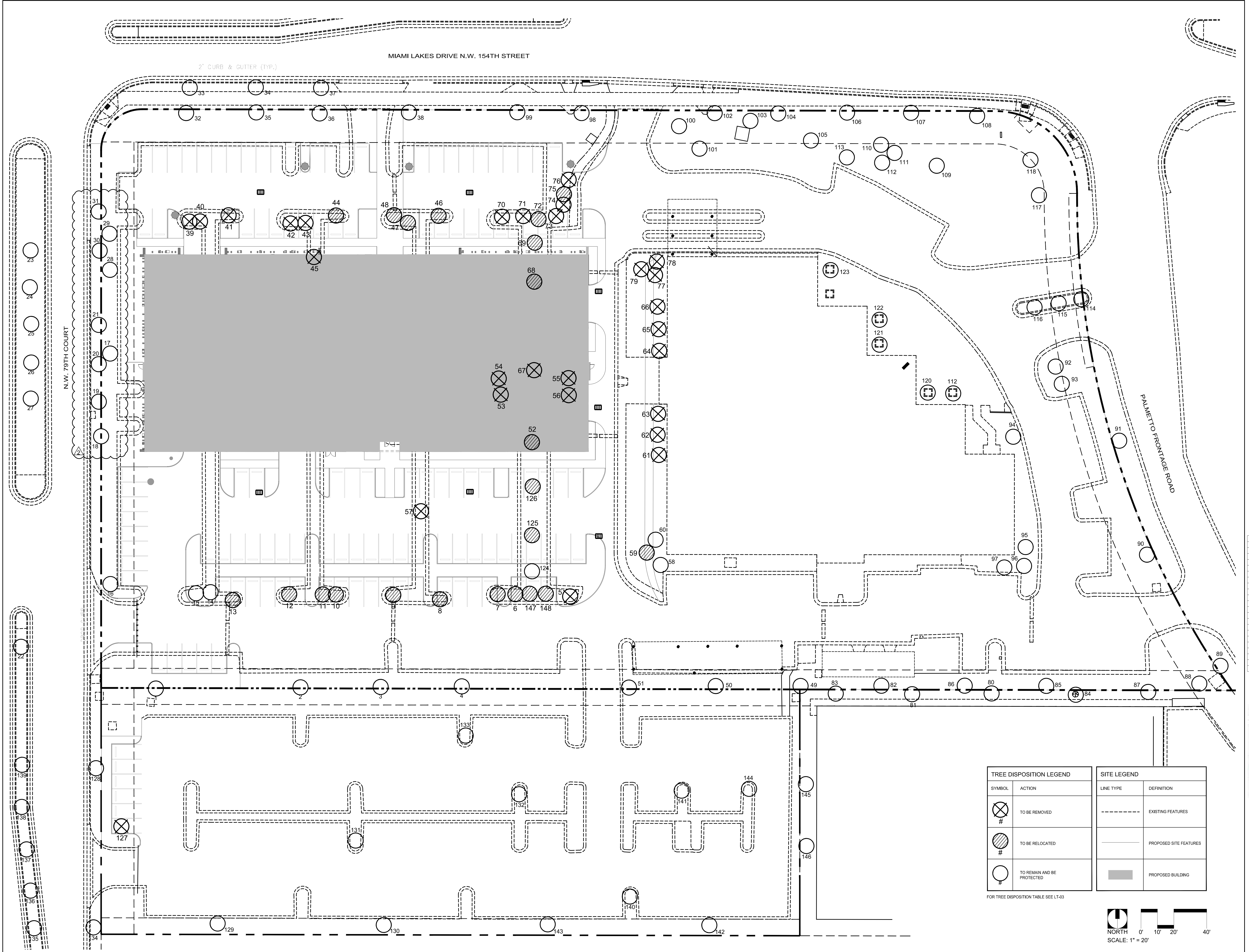
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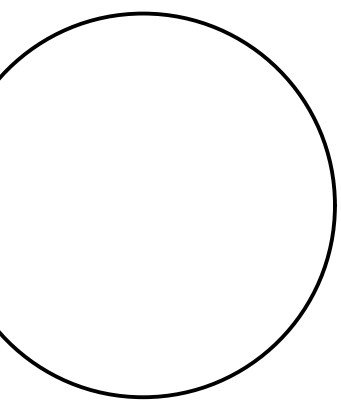
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FREE DISPOSITION PLAN

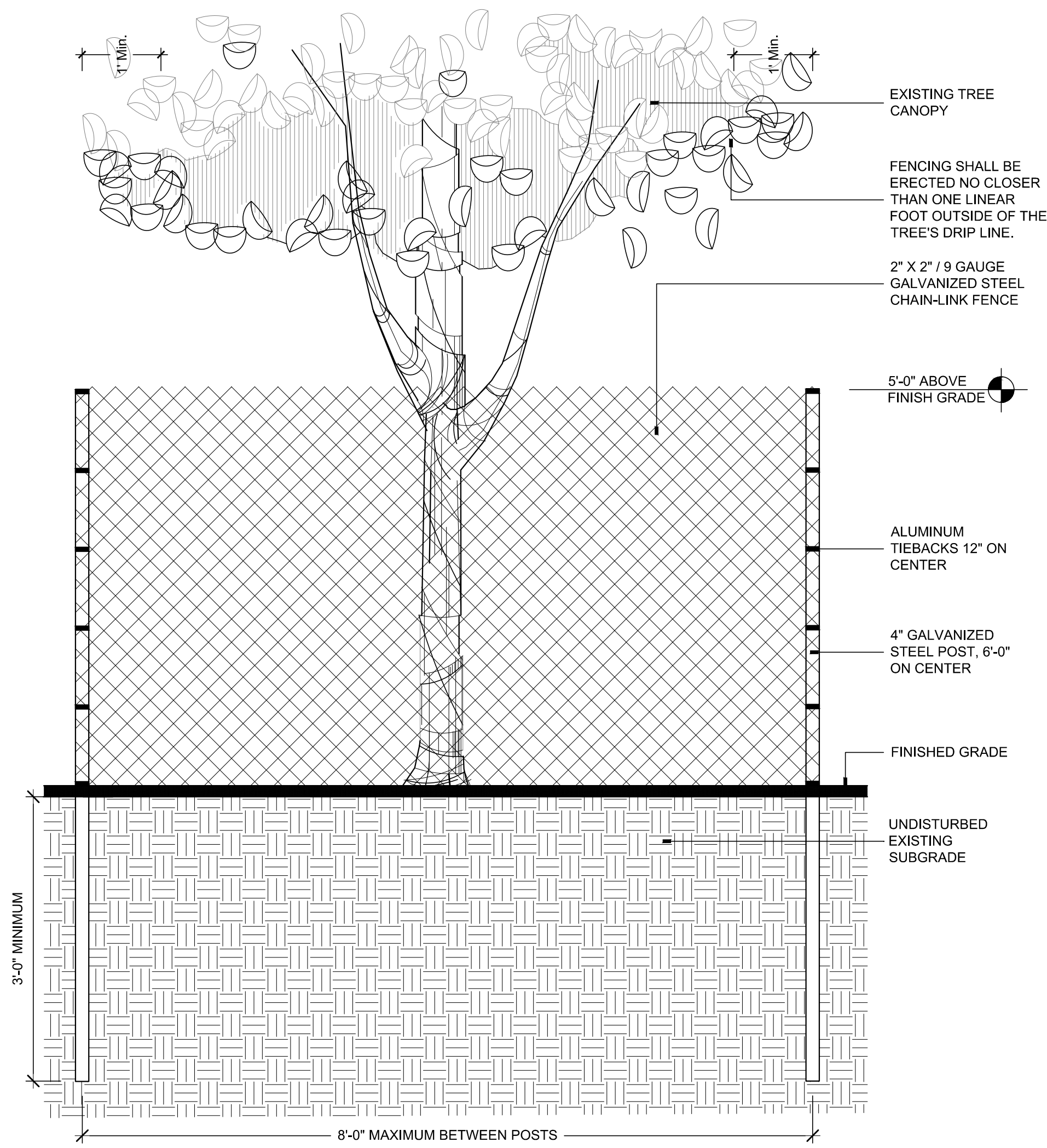
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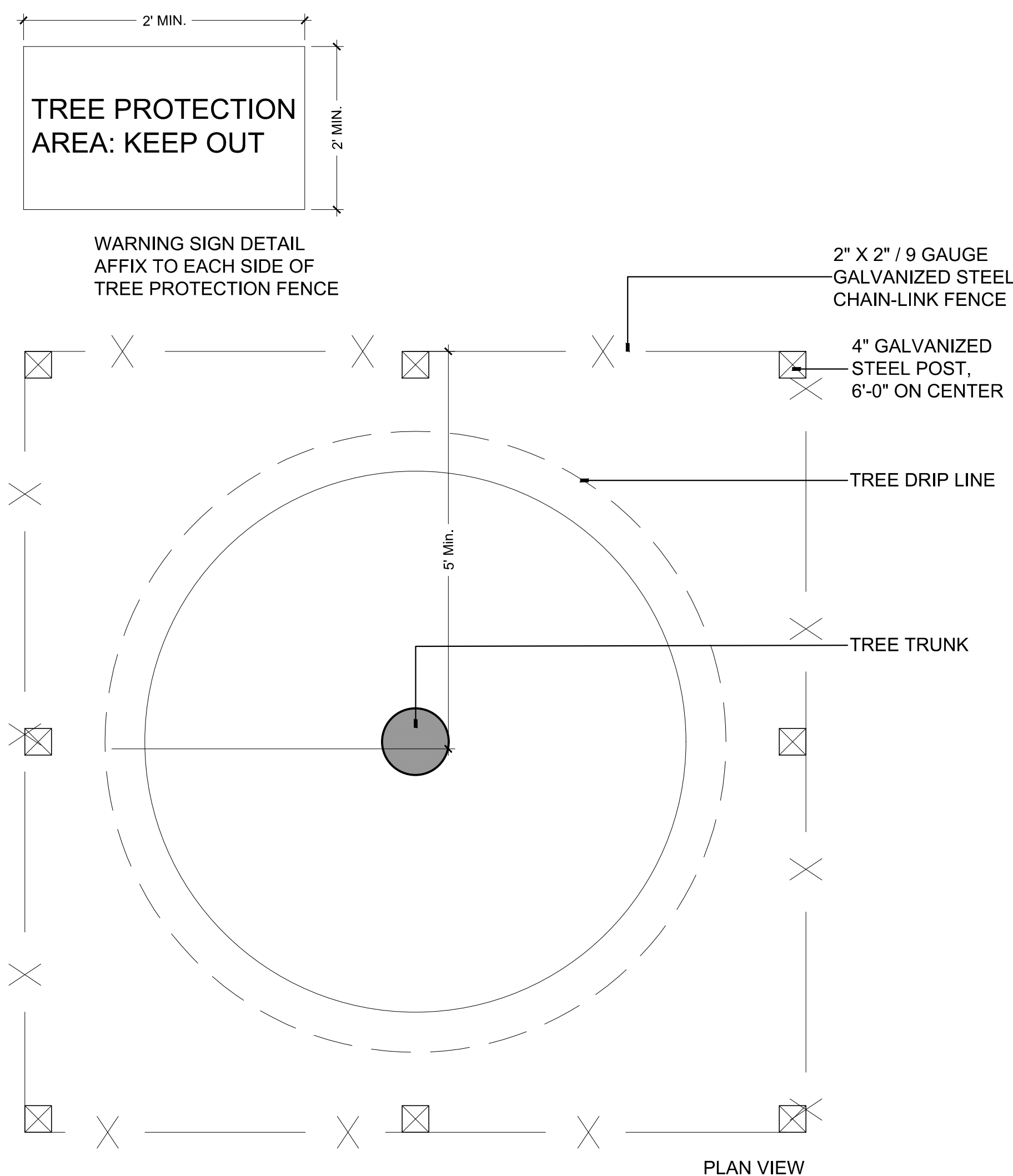


7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTE AND PROTECT THE EXISTING TREES TO REMAIN ON SITE.
2. CONTRACTOR SHALL INSTALL A PERMANENT RIGID BARRIER PRIOR TO COMMENCEMENT OF WORK TO PROTECT THE CANOPY, TRUNK AND OR ROOT SYSTEM FROM DAMAGE.
3. PROTECTION INCLUDES BUT IS NOT LIMITED TO THE PROHIBITION OF THE FOLLOWING ACTIVITIES UNDER THE CANOPY: STORING OF EQUIPMENT, STOCK PILING OF MATERIALS, TRASH OR DEBRIS AND STORING OF TRAILERS, MACHINERY AND OR VEHICLES.
4. PRIOR TO COMMENCEMENT OF ANY WORK, CONTRACTOR SHALL PERFORM ROUTINE MAINTENANCE PER ANSI A300, ON THE EXISTING TREES SHOWN TO REMAIN. THIS INCLUDES REMOVAL OF DEAD/DECAYED WOOD, REMOVAL OF ATTACHED BRANCHES AND STRUCTURALLY UNSOUND LIMBS AS WELL AS REMOVAL OF SUBORDINATED BRANCHES. WHERE INCLUDED BARK IS PRESENT REMOVE BRANCHES AS NEEDED TO INCREASE LIGHT AND AIR PENETRATION WITHIN THE CANOPY. UNDER NO CIRCUMSTANCES SHALL MORE THAN 25% OF ANY CANOPY BE REMOVED IN A TWELVE MONTH PERIOD. REDUCTION OF OVERALL CANOPY SIZE IS PROHIBITED.
5. PER ANSI A300, CONTRACTOR SHALL REMOVE DEAD BRANCHES AND SUCKERS FROM PRESERVED TREES.
6. PER ANSI A300, CONTRACTOR SHALL REMOVE RIPPED, TORN OR "LION TAILED" BRANCHES FROM PRESERVED TREES.
7. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR UNDER THE DIRECTION OF A CERTIFIED ASCA ARBORIST, SHALL PERFORM AN INTERNAL DECAY SURVEY AND INSPECTION AND PROVIDE A WRITTEN REPORT OF FINDINGS TO THE OWNER'S REPRESENTATIVE. IF IT IS DEEMED NECESSARY TO REMOVE ANY EXISTING TREES THAT ARE NOTED AS "REMAIN," THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING FOR THE APPROPRIATE TREE REMOVAL LICENSE REQUIRED BY LOCAL CODES, LAWS AND OR REGULATIONS.
8. WHERE CONSTRUCTION ACTIVITIES REQUIRE IMPACT TO EXISTING TREE ROOT SYSTEMS, THE CONTRACTOR, UNDER THE GUIDANCE OF AN ASCA ARBORIST, SHALL ROOT PRUNE TREES IN THE IMPACTED AREAS PER ANSI A300 STANDARDS. THE CONTRACTOR, AS WELL AS HIS/HER APPOINTED REGISTERED ASCA ARBORIST, SHALL TAKE ANY AND ALL CUSTOMARY PRECAUTIONS NECESSARY FOR THE SURVIVAL AND CONTINUED VIGOROUS GROWTH OF SAID TREES TO REMAIN.
9. ANY REQUIRED ROOT PRUNING SHALL BE COMPLETED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. UNDER NO CIRCUMSTANCE SHALL THE ROOT SYSTEM BE SUBJECT TO COMPACTION, TEARING, RIPPING OR ANY OTHER DAMAGE EXCEPT CLEAN CUTS AS DESCRIBED IN ANSI A300.
10. TREE SHALL BE ROOT PRUNED IN THIRDS AND RELOCATED 6 MONTHS AFTER INITIAL PRUNING ACTIVITY.
11. IF MORE THAN 25% OF AN EXISTING TREE ROOT SYSTEM IS IMPACTED FOR ANY REASON (IMPLIED IN THE DRAWINGS OR INCIDENTAL), THE CONTRACTOR SHALL BRACE THE TREE AS DESCRIBED ON THIS SHEET.
12. ANY TREE WITH AN IMPACTED ROOT SYSTEM SHALL BE WATERED DAILY AS DESCRIBED ON THIS SHEET.
13. ALL ACTIVITY UNDER DRIP LINES AND IN THE PROXIMITY OF PRESERVED TREES SHALL BE ACCOMPLISHED BY NON-MECHANICAL METHODS.
14. CONTRACTOR SHALL PROVIDE 3" MULCH UNDER AND AROUND THE BASE OF ALL PRESERVED TREES.



NOTE: BARRIER TO BE CONTINUOUS AROUND THE TREE OR GROUP OF TREES.
SEE LANDSCAPE PLAN FOR LOCATION OF TREES TO REMAIN



1. PROVIDE 2" X 4" PRESSURE TREATED WOOD BRACES AND STAKES FOR TREES UP TO 6" CALIPER.
2. PROVIDE 4" X 4" PRESSURE TREATED WOOD BRACES AND STAKES FOR TREES OVER 8" CALIPER.
3. PROVIDE THE NUMBER OF BRACE MEMBERS AND ASSOCIATED STAKES PER TREE AS FOLLOWS:

<u>EXISTING TREE CALIPER</u>	<u>NUMBER OF PRESSURE TREATED BRACES AND STAKES</u>
UP TO 4"	THREE
4" TO 8"	FOUR
8" TO 12"	FIVE
12" AND UP	EIGHT
4. ALL BRACING SHALL BE ATTACHED TO STAKE AND BATTENS WITH GALVANIZED WOOD SCREWS.
5. FOR STAKING DETAIL SEE SHEET LL-02.

<u>EXISTING TREE CALIPER</u>	<u>NUMBER OF PRESSURE TREATED BRACES AND STAKES</u>
UP TO 4"	THREE
4" TO 8"	FOUR
8" TO 12"	FIVE
12" AND UP	EIGHT

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Y PLAN



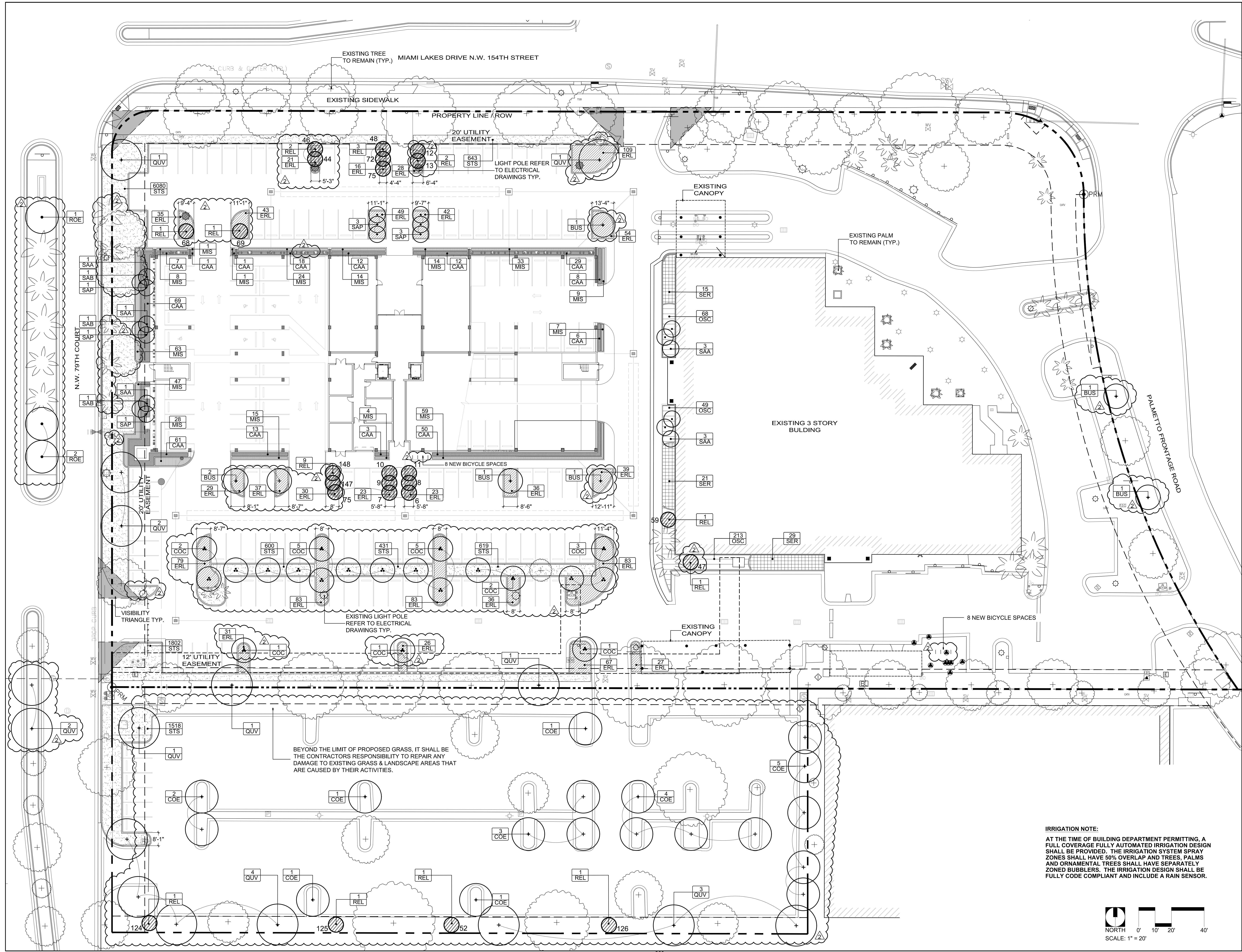
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DATE: 05-15-2020

FREE PROTECTION PLAN AND NOTES

NUMBER	SCIENTIFIC NAME	COMMON NAME	CONDITION	DISPOSITION	TRUNK CALIPER (FT.)	HEIGHT (FT.)	SPREAD (FT.)	COMMENTS	AREA OF CANOPY REMOVED (SQ. FT.)
1	Bursera simaruba	Gumbo Limbo	GOOD	REMAIN	1.17	25	30	NATIVE	-
2	Bucida buceras	Black Olive	POOR	REMAIN	2	25	40	NON NATIVE (SPECIMEN)	-
3	Bucida buceras	Black Olive	GOOD	REMAIN	1.25	25	40	NON NATIVE	-
4	Bucida buceras	Black Olive	GOOD	REMAIN	1.25	25	40	NON NATIVE	-
5	Sabal Palmetto	Cabbage Palm	GOOD	REMOVE	1.17	20	15	NATIVE	176.63
6	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.25	20	12	NATIVE	-
7	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.17	20	12	NATIVE	-
8	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.08	20	15	NATIVE	-
9	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.25	20	15	NATIVE	-
10	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.25	20	10	NATIVE	-
11	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.25	20	10	NATIVE	-
12	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.08	20	8	NATIVE	-
13	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.17	20	8	NATIVE	-
14	Sabal Palmetto	Cabbage Palm	GOOD	REMAIN	1.17	20	10	NATIVE	-
15	Sabal Palmetto	Cabbage Palm	GOOD	REMAIN	1.17	20	8	NATIVE	-
16	Bucida buceras	Black Olive	POOR	REMAIN	1.25	30	30	NON NATIVE	-
17	Bucida buceras	Black Olive	POOR	REMAIN	1.08	25	25	NON NATIVE	-
18	Roystonea elata	Royal Palm	POOR - N.I.C.	REMAIN	1.17	20	5	NATIVE	-
19	Roystonea elata	Royal Palm	GOOD - N.I.C.	REMAIN	1.17	35	15	NATIVE	-
20	Roystonea elata	Royal Palm	GOOD - N.I.C.	REMAIN	1.17	35	15	NATIVE	-
21	Roystonea elata	Royal Palm	GOOD - N.I.C.	REMAIN	1.17	30	12	NATIVE	-
22	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.67	20	20	NATIVE	-
23	Roystonea elata	Royal Palm	N.I.C.	REMAIN	1.67	30	25	NATIVE	-
24	Roystonea elata	Royal Palm	N.I.C.	REMAIN	1.67	30	20	NATIVE	-
25	Roystonea elata	Royal Palm	N.I.C.	REMAIN	1.42	30	25	NATIVE	-
26	Roystonea elata	Royal Palm	N.I.C.	REMAIN	1.67	30	20	NATIVE	-
27	Roystonea elata	Royal Palm	N.I.C.	REMAIN	1.5	30	20	NATIVE	-
28	Bucida buceras	Black Olive	POOR	REMAIN	1.08	25	30	NON NATIVE	-
29	Bucida buceras	Black Olive	POOR	REMAIN	1.67	25	30	NON NATIVE (SPECIMEN)	-
30	Roystonea elata	Royal Palm	POOR - N.I.C.	REMAIN	1.17	30	15	NATIVE	-
31	Roystonea elata	Royal Palm	POOR - N.I.C.	REMAIN	1.33	30	20	NATIVE	-
32	Bucida buceras	Black Olive		REMAIN	1.67	30	40	NON NATIVE (SPECIMEN)	-
33	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.33	30	30	NON NATIVE	-
34	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.33	30	40	NON NATIVE	-
35	Bucida buceras	Black Olive		REMAIN	2	30	30	NON NATIVE (SPECIMEN)	-
36	Bucida buceras	Black Olive		REMAIN	2	30	35	NON NATIVE (SPECIMEN)	-
37	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.33	30	30	NON NATIVE	-
38	Bucida buceras	Black Olive		REMAIN	2	30	45	NON NATIVE (SPECIMEN)	-
39	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	9	14	10	NATIVE	78.50
40	Sabal Palmetto	Cabbage Palm		REMOVE	1.08	25	12	NATIVE	113.04
41	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1	15	10	NATIVE	78.50
42	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1.17	15	10	NATIVE	78.50
43	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1.17	15	10	NATIVE	78.50
44	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.17	15	12	NATIVE	-
45	Dalbergia sissoo	Indian Rosewood	POOR	REMOVE	1.25	20	30		706.50
46	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.17	20	15	NATIVE	-
47	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.25	20	15	NATIVE	-
48	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.08	20	15	NATIVE	-
49	Bucida buceras	Black Olive	GOOD	REMAIN	1.33	30	50	NON NATIVE	-
50	Bucida buceras	Black Olive	GOOD	REMAIN	2 X 1.25	30	50	NON NATIVE	-
51	Bucida buceras	Black Olive	POOR	REMAIN	1.44	30	50	NON NATIVE	-
52	Swietenia mahogani	Mahogany Tree	GOOD	RELOCATE	8	15	15	NATIVE	-
53	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	0.5	13	15	NON NATIVE	176.63
54	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	0.67	18	10	NON NATIVE	78.50
55	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	0.83	18	15	NON NATIVE	176.63
56	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	0.83	18	20	NON NATIVE	314.00
57	Unknown		POOR	REMOVE	1.08	20	30		706.50
58	Syagrus romanzoffiana	Queen Palm	GOOD	REMAIN	1.08	25	25	NON NATIVE	-
59	Syagrus romanzoffiana	Queen Palm	GOOD	RELOCATE	1.08	25	25	NON NATIVE	-
60	Syagrus romanzoffiana	Queen Palm	GOOD	REMAIN	1.08	25	25	NON NATIVE	-
61	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	0.83	30	20	NON NATIVE	314.00
62	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	1.08	30	20	NON NATIVE	314.00
63	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	1.08	30	20	NON NATIVE	314.00
64	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	1.08	30	25	NON NATIVE	490.63
65	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	1.08	30	25	NON NATIVE	490.63
66	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	1.08	30	20	NON NATIVE	314.00
67	Bursera simaruba	Gumbo Limbo	POOR	REMOVE	1.17	20	15	NATIVE	176.63
68	Bursera simaruba	Gumbo Limbo	GOOD	RELOCATE	1	20	20	NATIVE	-
69	Bursera simaruba	Gumbo Limbo	GOOD	RELOCATE	0.83	20	15	NATIVE	-
70	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1.08	20	10	NATIVE	78.50
71	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1.17	20	11	NATIVE	94.99
72	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1.17	20	12	NATIVE	-
73	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1.17	20	12	NATIVE	113.04
74	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1.17	20	12	NATIVE	113.04
75	Sabal Palmetto	Cabbage Palm	GOOD	RELOCATE	1	20	10	NATIVE	-
76	Sabal Palmetto	Cabbage Palm	POOR	REMOVE	1.17	20	15	NATIVE	176.63
77	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	1	30	10	NON NATIVE	78.50
78	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	1	30	10	NON NATIVE	78.50
79	Syagrus romanzoffiana	Queen Palm	POOR	REMOVE	0	0	0	NON NATIVE	-
80	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.33	15	15	NATIVE	-
81	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.25	15	10	NATIVE	-
82	Bucida buceras	Black Olive		REMAIN	2	30	30	NON NATIVE	-
83	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.33	15	10	NATIVE	-
84	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.5	15	15	NATIVE	-
85	Bucida buceras	Black Olive		REMAIN	1.67	25	30	NON NATIVE	-
86	Bucida buceras	Black Olive		REMAIN	1.67	25	30	NON NATIVE	-
87	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.83	25	20	NATIVE	-
88	Bucida buceras	Black Olive		REMAIN	1.33	30	30	NON NATIVE	-
89	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.67	30	40	NON NATIVE	-
90	Bursera simaruba	Gumbo Limbo		REMAIN	1.33	20	30	NATIVE	-
91	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.5	30	30	NON NATIVE	-
92	Syagrus romanzoffiana	Queen Palm		REMAIN	0.83	30	12	NON NATIVE	-
93	Syagrus romanzoffiana	Queen Palm		REMAIN	0.83	30	10	NON NATIVE	-
94	Roystonea elata	Royal Palm		REMAIN	1.42	35	15	NATIVE	-
95	Syagrus romanzoffiana	Queen Palm		REMAIN	0.92	25	20	NON NATIVE	-
96	Syagrus romanzoffiana	Queen Palm		REMAIN	0.92	25	20	NON NATIVE	-
97	Syagrus romanzoffiana	Queen Palm		REMAIN	0.92	25	20	NON NATIVE	-
98	Bucida buceras	Black Olive		REMAIN	1.83	35	30	NON NATIVE (SPECIMEN)	-
99	Bucida buceras	Black Olive		REMAIN	2.17	35	40	NON NATIVE (SPECIMEN)	-
100	Bucida buceras	Black Olive		REMAIN	1.33	30	25	NON NATIVE	-

NUMBER	SCIENTIFIC NAME	COMMON NAME	CONDITION	DISPOSITION	TRUNK CALIPER (FT.)	HEIGHT (FT.)	SPREAD (FT.)	COMMENTS	AREA OF CANOPY REMOVED (SQ. FT.)
101	Quercus virginiana	Live Oak		REMAIN	2.5	35	35	NATIVE (SPECIMEN)	-
102	Bucida buceras	Black Olive		REMAIN	2 X 1.67 X .67	35	35	NON NATIVE	-
103	Quercus virginiana	Live Oak		REMAIN	0.83	15	12	NATIVE	-
104	Bucida buceras	Black Olive		REMAIN	1.33	35	40	NON NATIVE	-
105	Quercus virginiana	Live Oak		REMAIN	3	35	40	NON NATIVE (SPECIMEN)	-
106	Bucida buceras	Black Olive		REMAIN	1.67	30	25	NON NATIVE (SPECIMEN)	-
107	Bucida buceras	Black Olive		REMAIN	3	35	50	NON NATIVE (SPECIMEN)	-
108	Bucida buceras	Black Olive		REMAIN	4 X 1.17 X .5	30	35	NON NATIVE	-
109	Quercus virginiana	Live Oak		REMAIN	1.67	30	30	NATIVE (SPECIMEN)	-
110	Syagrus romanzoffiana	Queen Palm		REMAIN	1	35	15	NON NATIVE	-
111	Syagrus romanzoffiana	Queen Palm		REMAIN	1	35	20	NON NATIVE	-
112	Syagrus romanzoffiana	Queen Palm		REMAIN	1.08	35	12	NON NATIVE	-
113	Syagrus romanzoffiana	Queen Palm		REMAIN	1.08	35	15	NON NATIVE	-
114	Roystonea elata	Royal Palm		REMAIN	1.42	35	15	NATIVE	-
115	Roystonea elata	Royal Palm		REMAIN	1.5	35	15	NATIVE	-
116	Roystonea elata	Royal Palm		REMAIN	1.5	35	15	NATIVE	-
117	Hyophorbe verschaffeltii	Spindle Palm		REMAIN	1.25	20	12	NON NATIVE	-
118	Hyophorbe verschaffeltii	Spindle Palm		REMAIN	1.17	20	12	NON NATIVE	-
119	Syagrus romanzoffiana	Queen Palm		REMAIN	0.5	8	6	NON NATIVE	-
120	Syagrus romanzoffiana	Queen Palm		REMAIN	0.5	8	8	NON NATIVE	-
121	Syagrus romanzoffiana	Queen Palm		REMAIN	0.5	8	8	NON NATIVE	-
122	Syagrus romanzoffiana	Queen Palm		REMAIN	0.5	8	8	NON NATIVE	-
123	Syagrus romanzoffiana	Queen Palm		REMAIN	0.5	8	7	NON NATIVE	-
124	Swietenia mahogani	Mahogany Tree	GOOD	REMAIN	0.5	14	12	NATIVE	-
125	Swietenia mahogani	Mahogany Tree	GOOD	RELOCATE	0.5	15	15	NATIVE	-
126	Swietenia mahogani	Mahogany Tree	GOOD	RELOCATE	0.33	14	12	NATIVE	-
127	Bauhinia blakeana	Hong Kong Orchid		REMOVE	0.83	15	30	NON NATIVE	706.50
128	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.08	30	35	NON NATIVE	-
129	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.08	30	25	NON NATIVE	-
130	Bucida buceras	Black Olive	N.I.C.	REMAIN	2.5	35	50	NON NATIVE	-
131	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.17	30	30	NON NATIVE	-
132	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.17	30	25	NON NATIVE	-
133	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.17	30	30	NON NATIVE	-
134	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.17	30	30	NON NATIVE	-
135	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.08	25	25	NON NATIVE	-
136	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.5	14	12	NATIVE	-
137	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.17	15	30	NON NATIVE	-
138	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.08	15	12	NON NATIVE	-
139	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.08	15	15	NON NATIVE	-
140	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.33	30	30	NON NATIVE	-
141	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.5	30	45	NON NATIVE (SPECIMEN)	-
142	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.25	30	25	NON NATIVE	-
143	Bucida buceras	Black Olive	N.I.C.	REMAIN	1.5	35	40	NON NATIVE	-
144	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.67	15	10	NATIVE	-
145	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.33	15	6	NATIVE	-
146	Quercus virginiana	Live Oak	N.I.C.	REMAIN	0.67	15	12	NATIVE	-
147	Sabal Palmetto	Cabbage Palm		RELOCATE				NATIVE (MISSING FROM SURVEY)	-
148	Sabal Palmetto	Cabbage Palm		RELOCATE				NATIVE (MISSING FROM SURVEY)	-

CANOPY BEING REMOVED (IN SQUARE FEET)									6,615.98
MITIGATION TREES REQUIRED: 1 SHADE TREE @ 12' HIGH / 500 SF OF CANOPY REMOVED									14 TREES
TREES PROVIDED TOWARDS MITIGATION REQUIREMENTS (SEE LL-01)									14 TREES



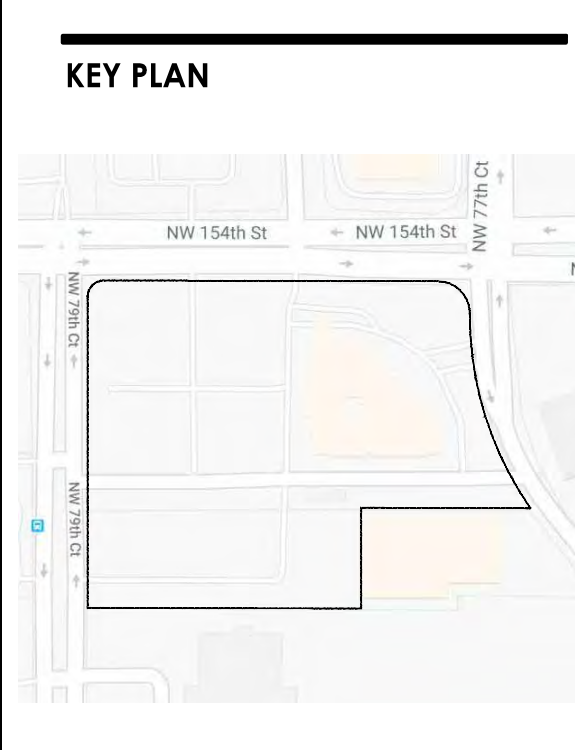
KISLAK OFFICE BUILDING

7900 NW 154 STREET,
MIAMI LAKES, FL, 33016

SITE APPROVAL SET

REVISIONS:

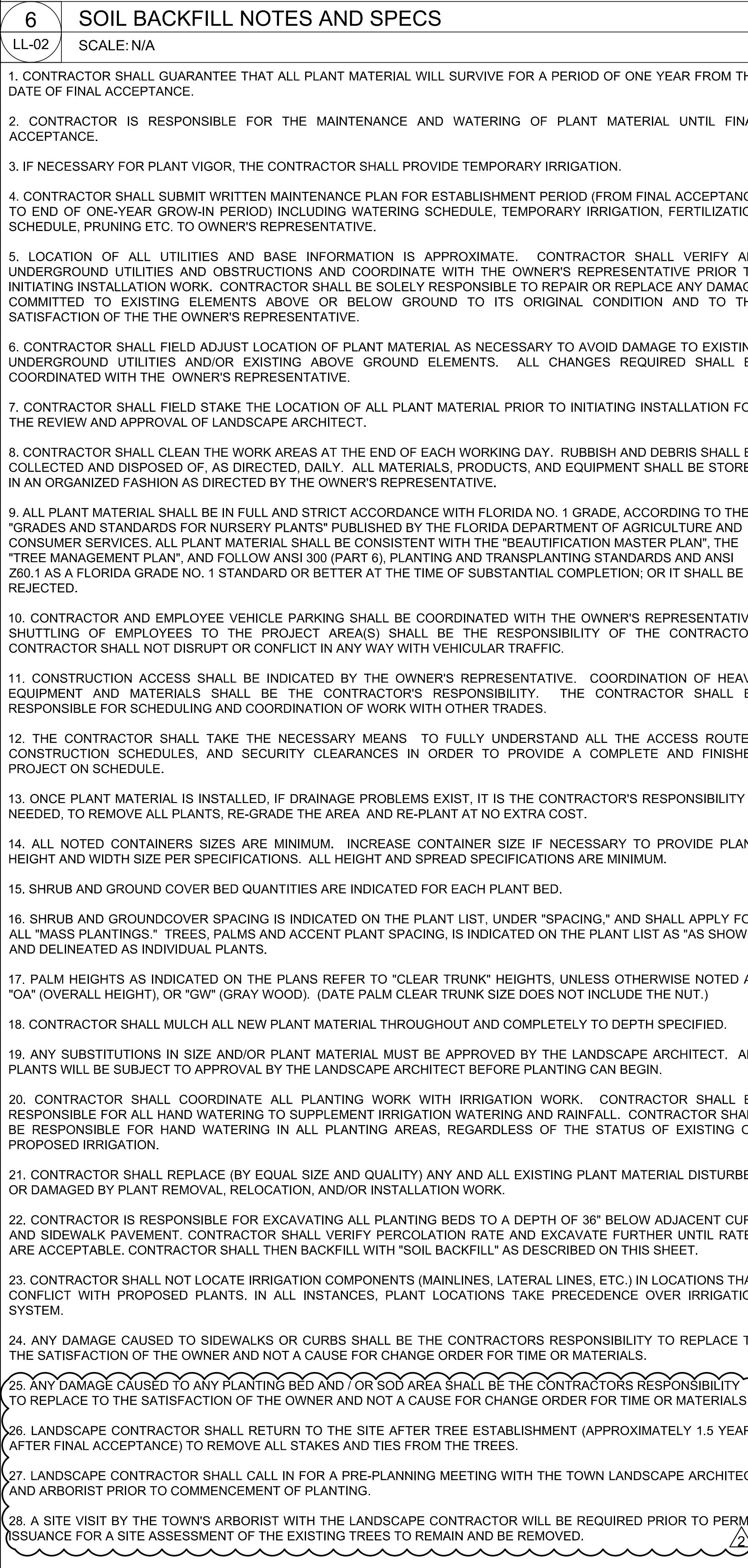
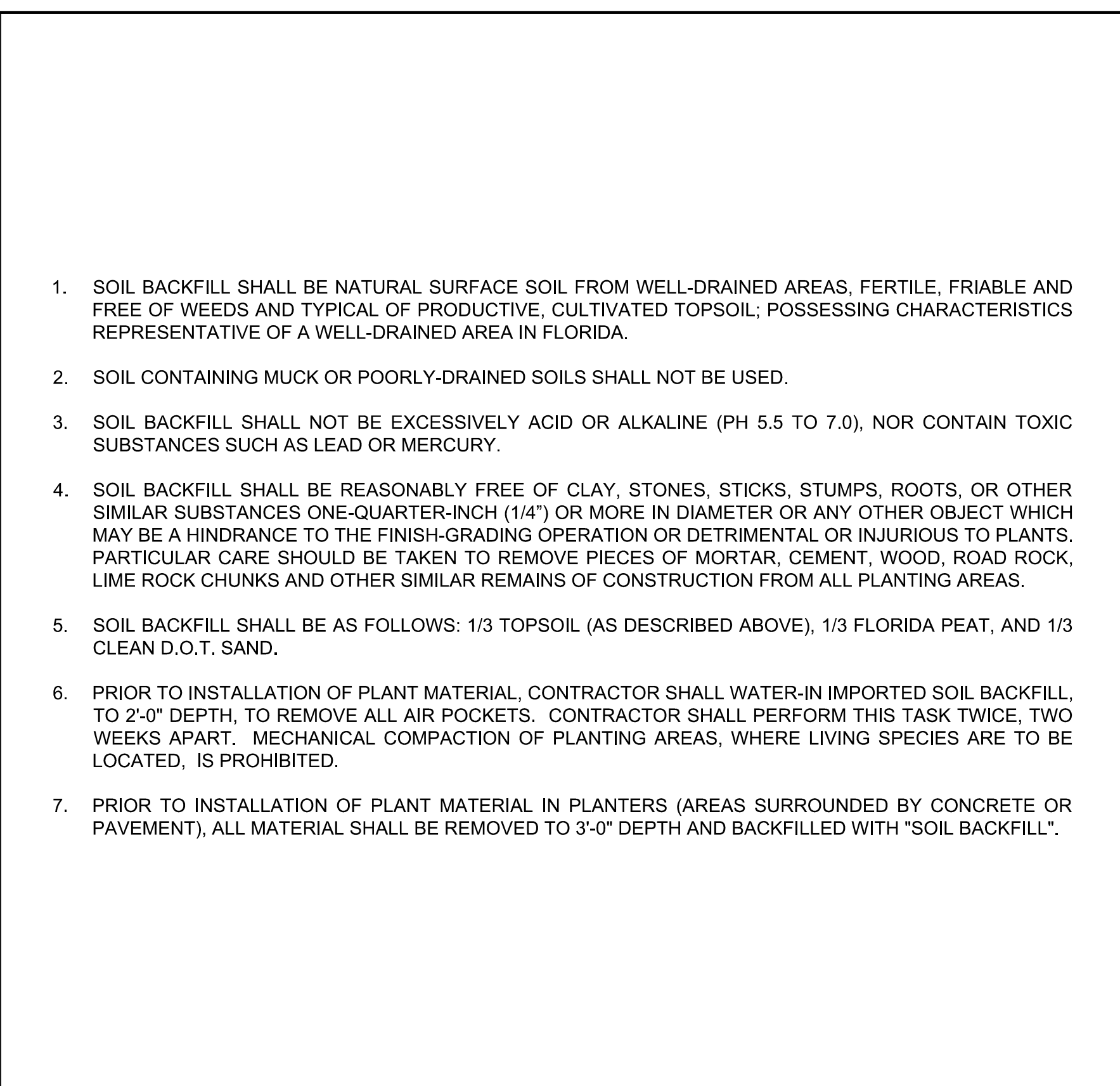
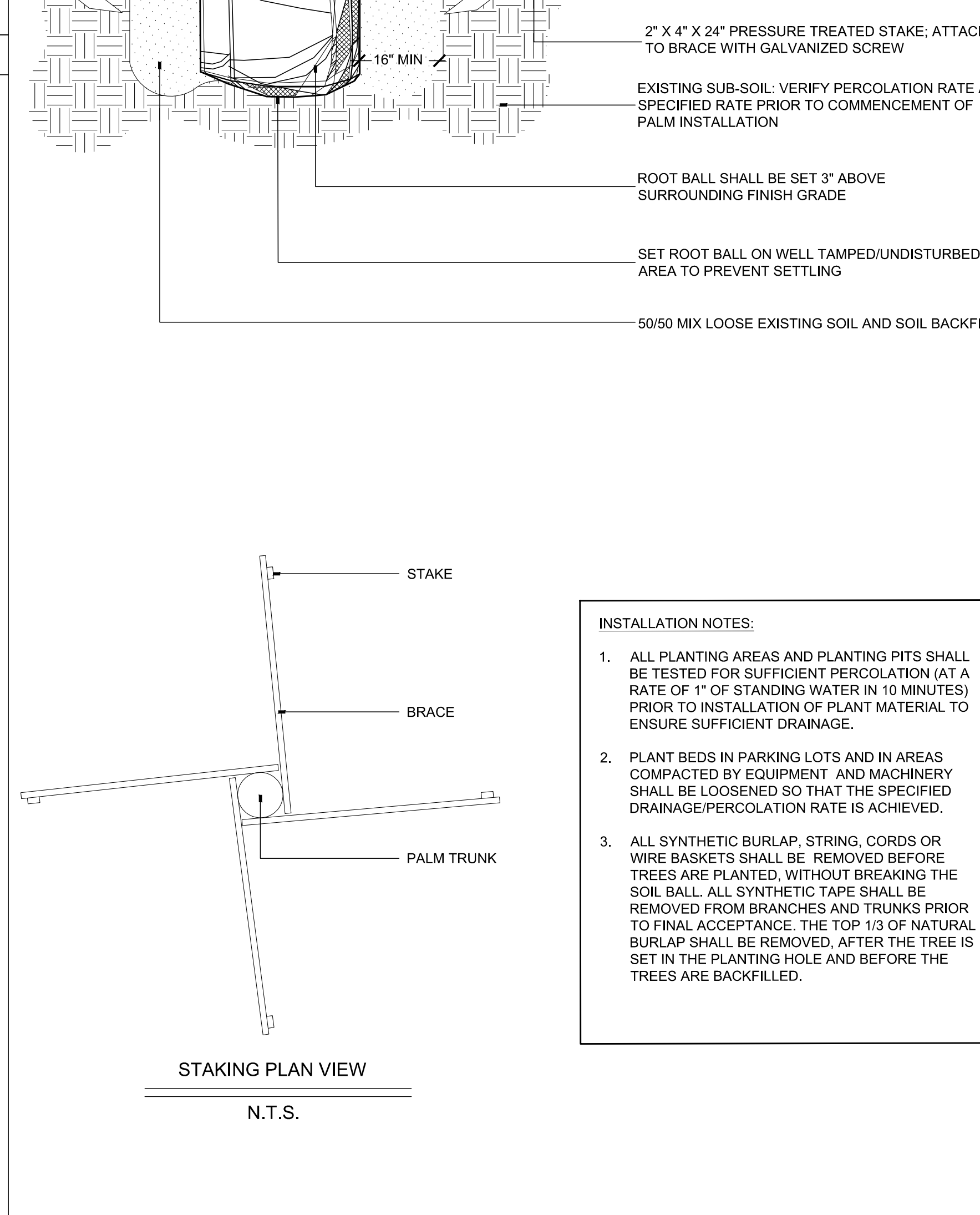
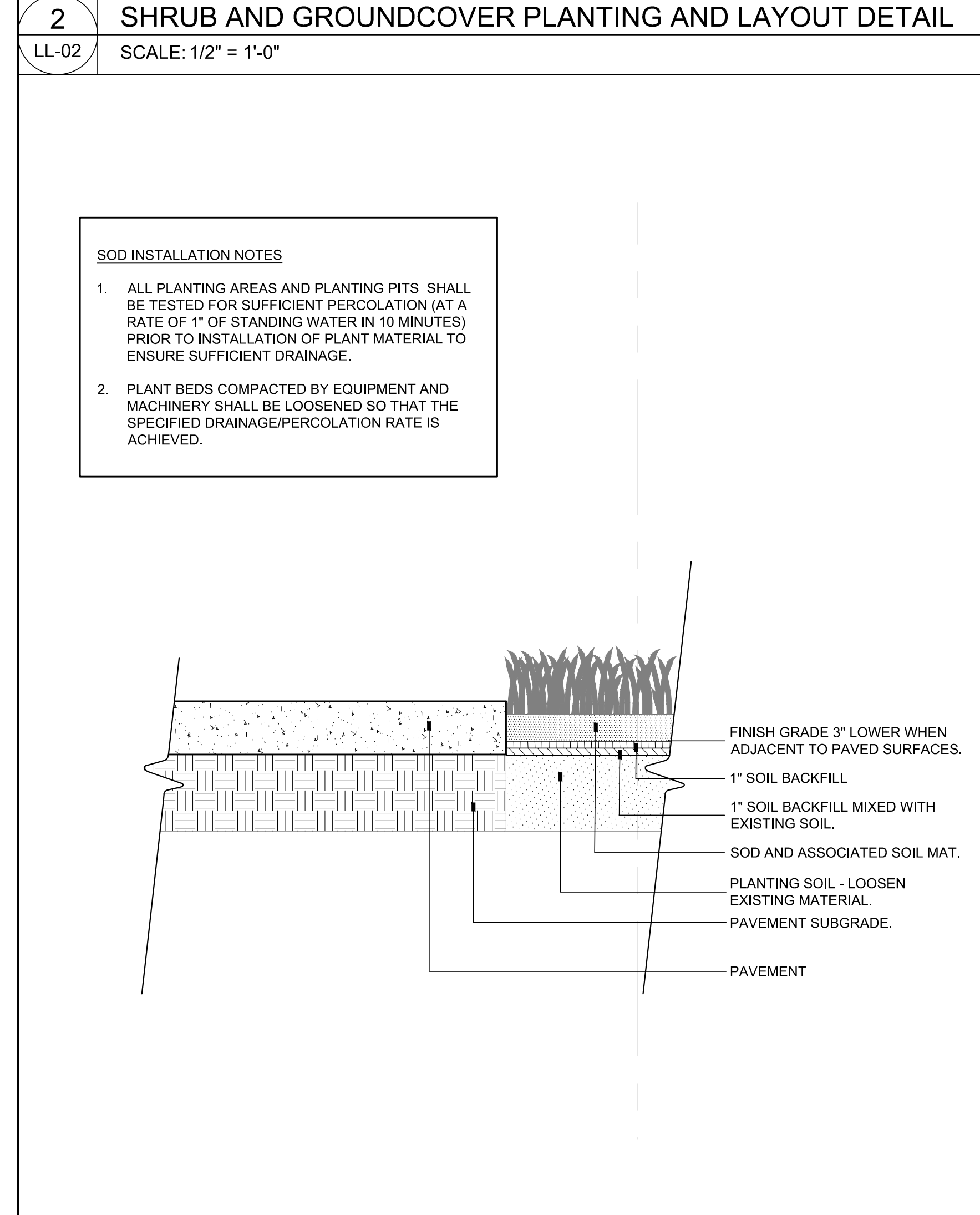
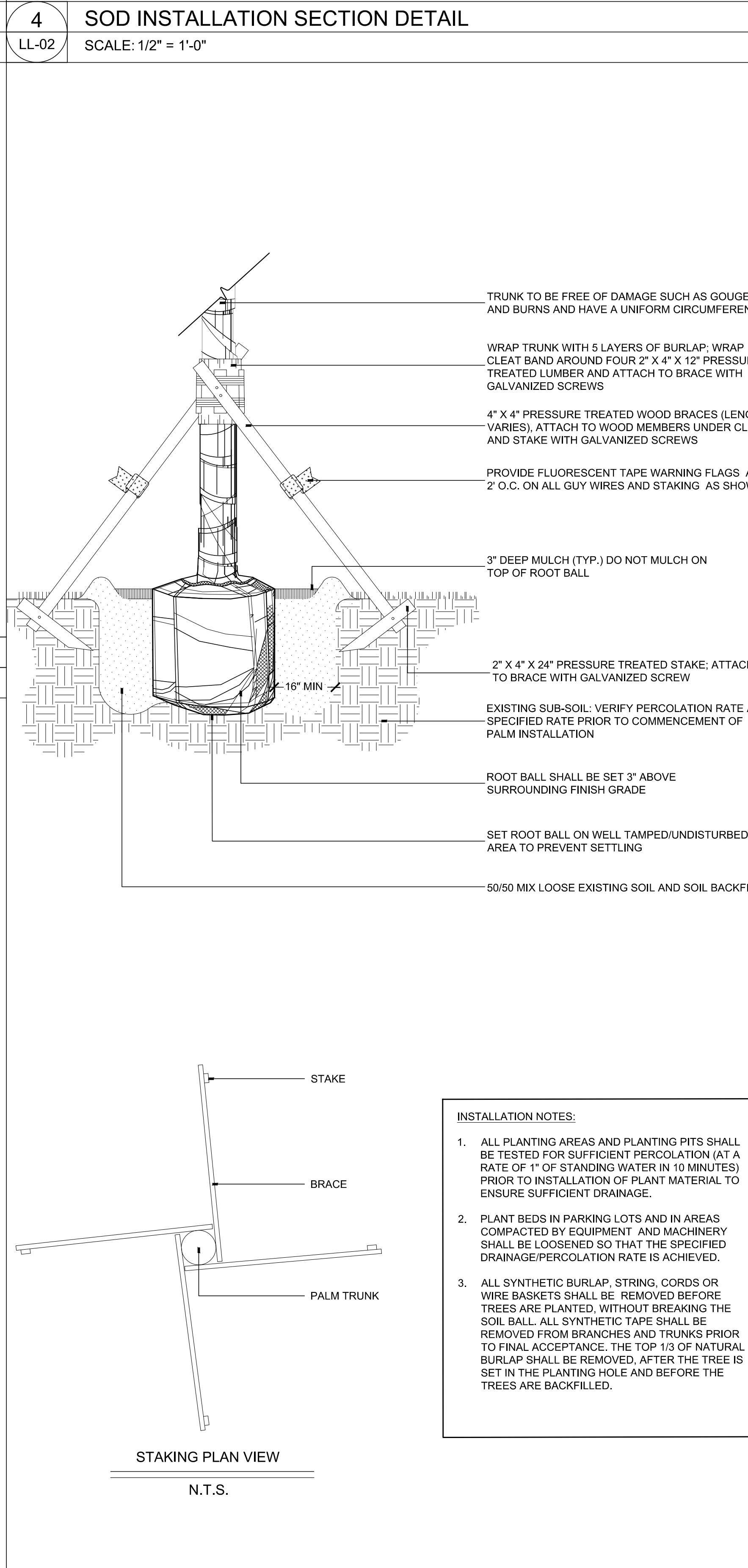
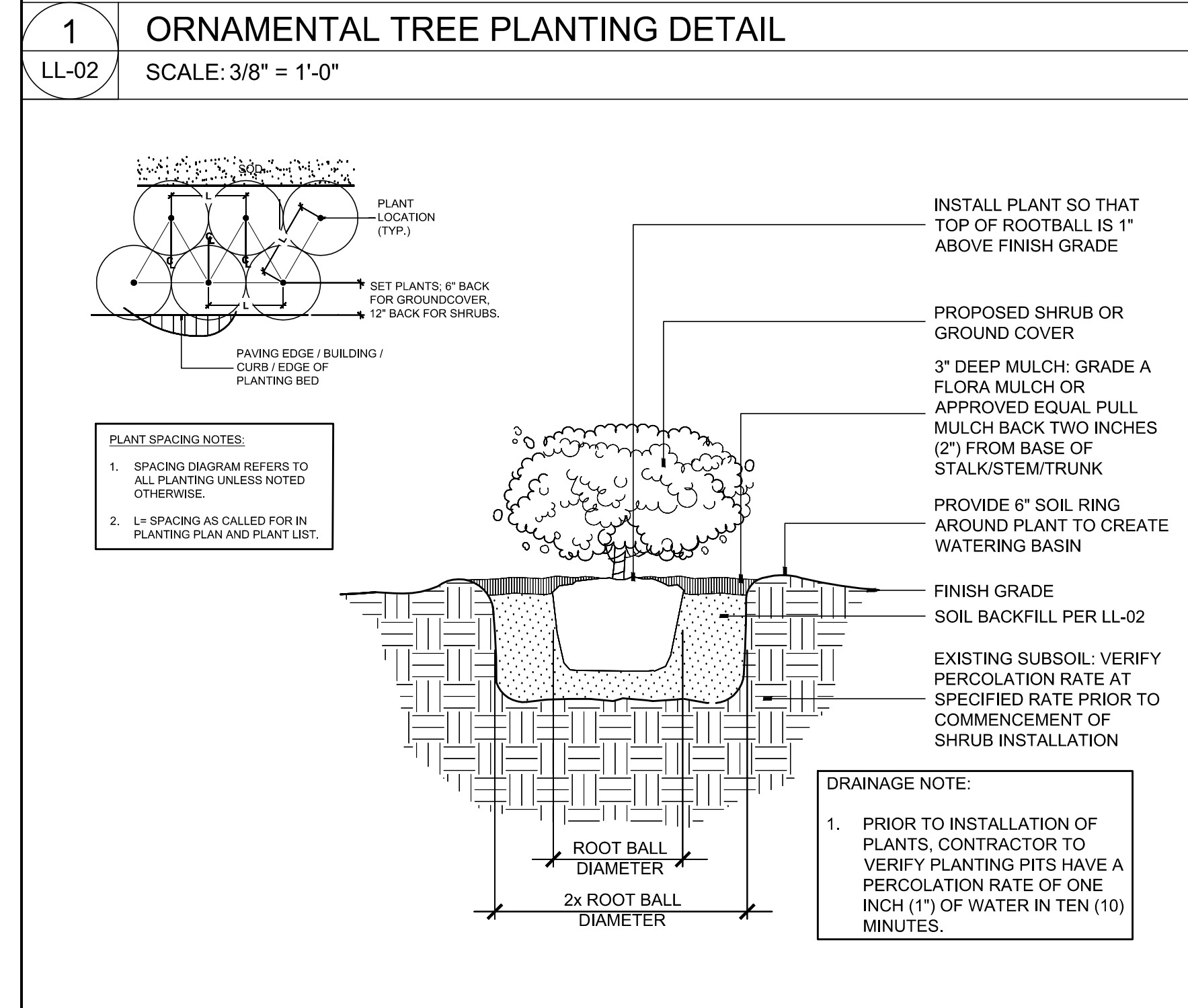
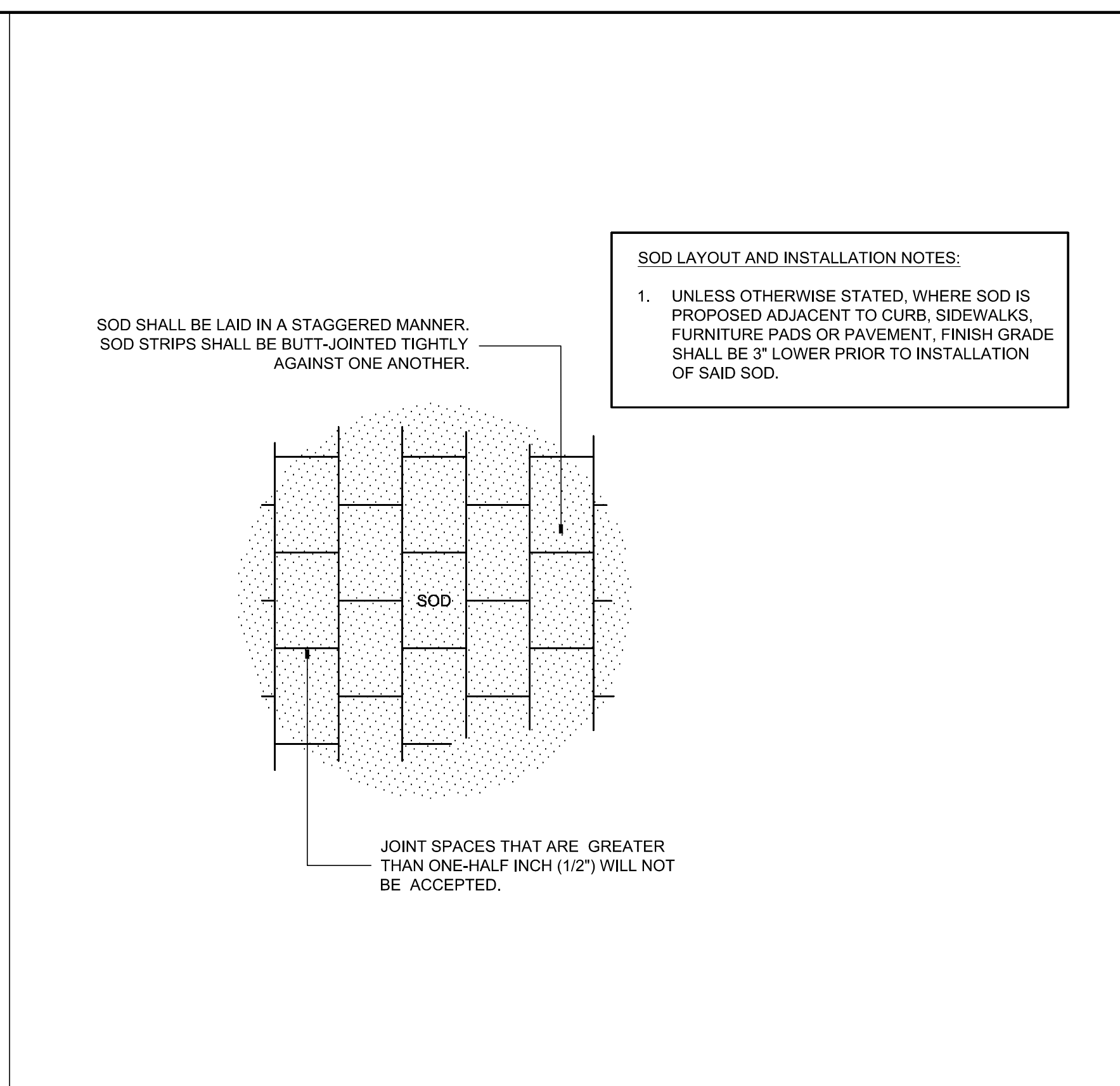
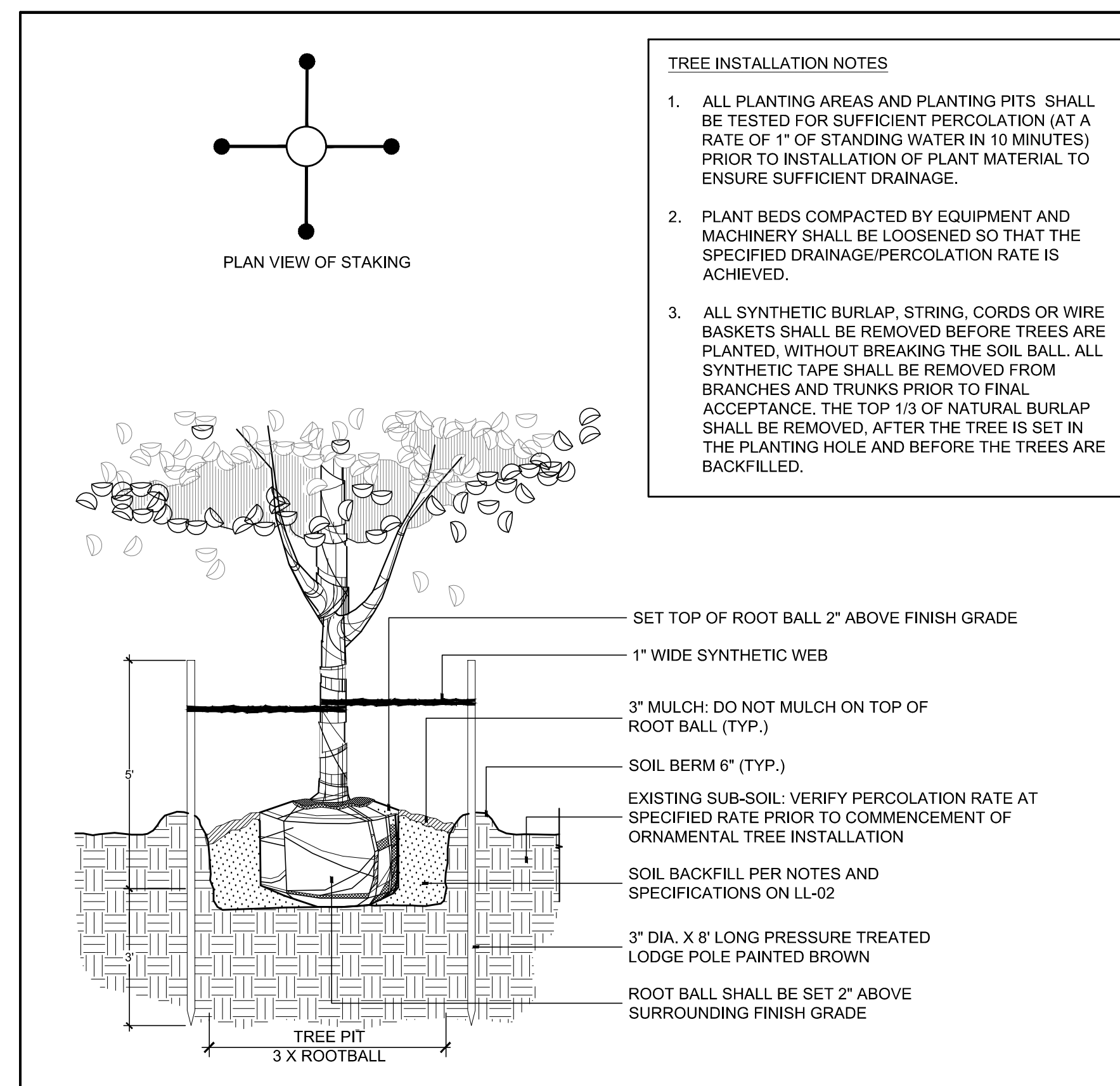
No.	Description	Date
1	DRG COMMENTS	05-15-2020



SCALE: AS SHOWN
PROJ. NO.: 19063
DATE: 05-15-2020

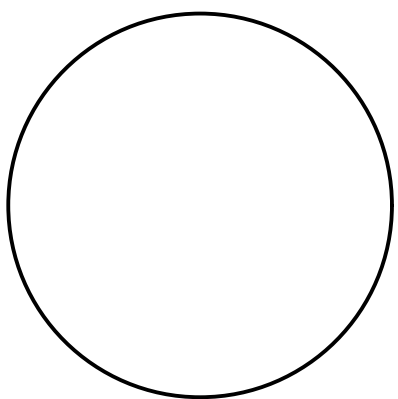
LANDSCAPE PLAN

LL-01



1	PLANT MATERIAL LIST
LL-03	SCALE: N/A

2	LANDSCAPE LEGEND	3	LANDSCAPE PREPARER'S STATEMENT
LL-03	SCALE: N/A	LL-03	SCALE: N/A



KISLAK
OFFICE
BUILDING

7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

SITE APPROVAL SET

[illegible]

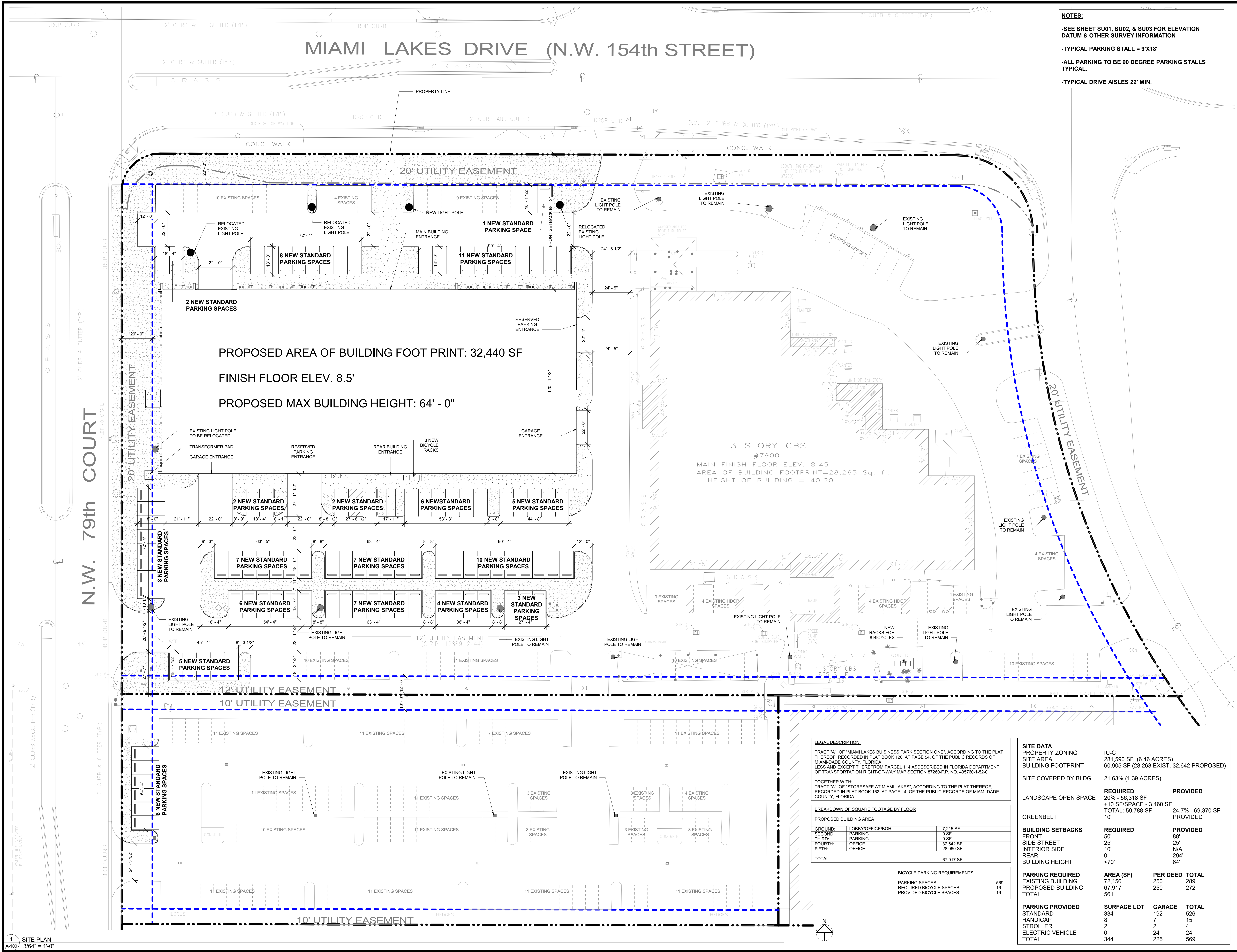
KEY PLAN



SCALE: AS SHOWN
PROJ. NO.: 19063
DATE: 05-15-2020

PLANT MATERIAL LIST AND LANDSCAPE LEGEND

LL-03



NOTES:
-SEE SHEET SU01, SU02, & SU03 FOR ELEVATION DATUM & OTHER SURVEY INFORMATION
-TYPICAL PARKING STALL = 9'X18'
-ALL PARKING TO BE 90 DEGREE PARKING STALLS TYPICAL.
-TYPICAL DRIVE AISLES 22' MIN.

PROPOSED AREA OF BUILDING FOOT PRINT: 32,440 SF
FINISH FLOOR ELEV. 8.5'
PROPOSED MAX BUILDING HEIGHT: 64' - 0"

LEGAL DESCRIPTION:
TRACT "A" OF "MIAMI LAKES BUSINESS PARK SECTION ONE" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 126, AT PAGE 54, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
LESS AND EXCEPT THEREFROM PARCEL 114 AS DESCRIBED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 87260-F.P. NO. 436760-1-52-01

TOGETHER WITH:
TRACT "A" OF "STORESAFE AT MIAMI LAKES", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, AT PAGE 14, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BREAKDOWN OF SQUARE FOOTAGE BY FLOOR

PROPOSED BUILDING AREA	
GROUND: LOBBY/OFFICE/BOH	7,215 SF
SECOND: PARKING	0 SF
THIRD: PARKING	0 SF
FOURTH: OFFICE	32,642 SF
FIFTH: OFFICE	28,060 SF
TOTAL	67,917 SF

BICYCLE PARKING REQUIREMENTS

PARKING SPACES	569
REQUIRED BICYCLE SPACES	16
PROVIDED BICYCLE SPACES	16

SITE DATA			
PROPERTY ZONING	IU-C		
SITE AREA	281,590 SF (6.46 ACRES)		
BUILDING FOOTPRINT	60,905 SF (28,263 EXIST, 32,642 PROPOSED)		
SITE COVERED BY BLDG.	21.63% (1.39 ACRES)		
LANDSCAPE OPEN SPACE	REQUIRED 20% - 56,318 SF +10 SF/SPACE - 3,460 SF TOTAL: 59,788 SF	PROVIDED 24.7% - 69,370 SF PROVIDED	
GREENBELT			
BUILDING SETBACKS	REQUIRED	PROVIDED	
FRONT	50'	88'	
SIDE STREET	25'	25'	
INTERIOR SIDE	10'	N/A	
REAR	0	294'	
BUILDING HEIGHT	<70'	64'	
PARKING PROVIDED	AREA (SF)	PER DEED	TOTAL
STANDARD	72,156	250	289
HANDICAP	67,917	250	272
STROLLER	561		
ELECTRIC VEHICLE			
TOTAL	344	225	569

ARCHITECTURE, LANDSCAPE ARCHITECTURE

BA Bermello Ajami & Partners

2601 S. Bayshore Drive, Suite 1000
MIAMI, FL 33133
305.859.2050
www.bermelloajami.com

TRAFFIC ENGINEERING

6401 SW 87th Avenue,
Suite 200
Miami, FL 33173
305.670.2350
www.bcceng.com

STRUCTURAL ENGINEERING

5835 Blue Lagoon Dr,
Suite 400
Miami, Florida 33126
305.442.7086
www.bniengineers.com

MEP/FP ENGINEERING

500 N.E. Third Avenue
Ft. Lauderdale, FL 33301
954.467.1402
www.fellerpe.com

STATE OF FLORIDA
JAN GEOFFREY DIXON
REGISTERED ARCHITECT
AR98966

KISLAK OFFICE BUILDING

7900 NW 154 STREET,
MIAMI LAKES, FL, 33016

SITE APPROVAL SET

REVISIONS:

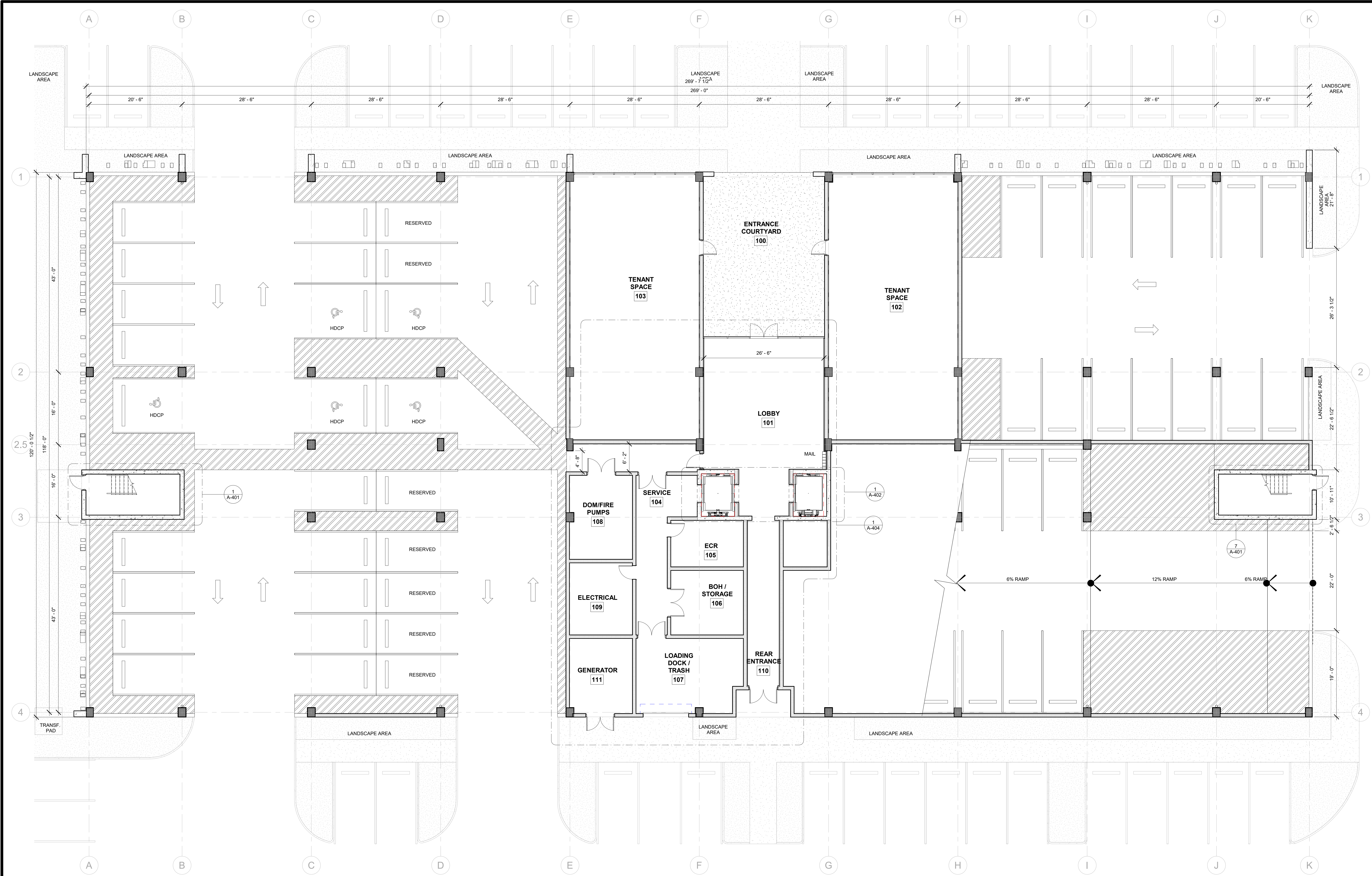
No.	Description	Date
2	DRC COMMENTS	5/15/20

SITE LOCATION

SCALE 3/64" = 1'-0"
PROJ. NO. 19063
DATE 05/15/2020

SITE PLAN

A-100



1 1ST FLOOR
A-101 1/8" = 1'-0"

ARCHITECTURE, LANDSCAPE
ARCHITECTURE

BA Bermello Ajamil & Partners

2601 S. Bayshore Drive, Suite 1000
MIAMI, FL 33133
305.859.2050
www.bermelloajamil.com

TRAFFIC ENGINEERING

6401 SW 87th Avenue,
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STRUCTURAL ENGINEERING

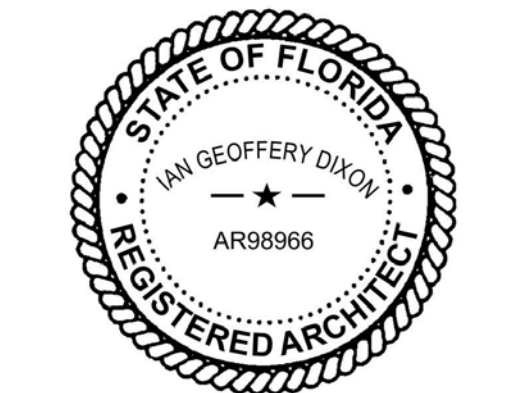
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www.fellerpe.com



**KISLAK
OFFICE
BUILDING**

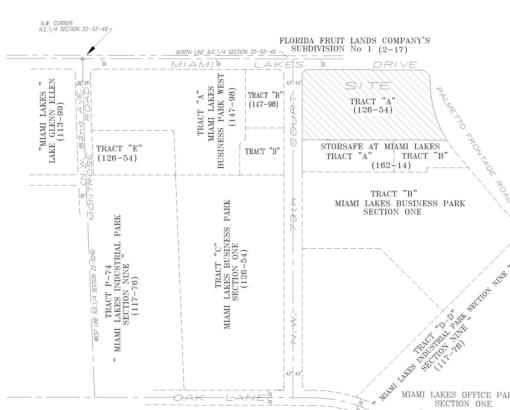
7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

SITE APPROVAL SET

REVISIONS:

No.	Description	Date
2	DRC COMMENTS	5/15/20

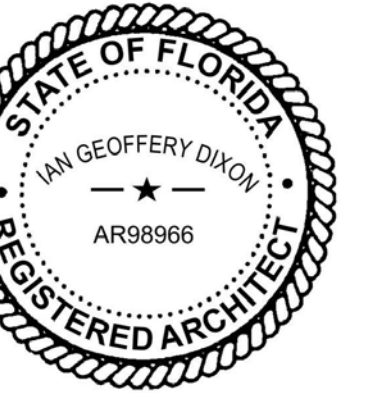
SITE LOCATION



SCALE 1/8" = 1'-0"
PROJ. NO. 19063
DATE 05/15/2020

1ST FLOOR PLAN

A-101



KISLAK
OFFICE
BUILDING

7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

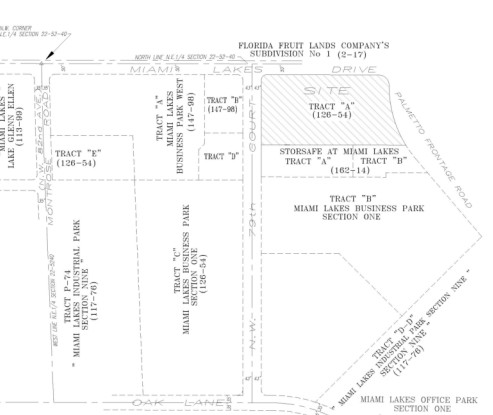
SITE APPROVAL SET

REVISIONS:

b.	Description	Date
2	DRC COMMENTS	5/15/20

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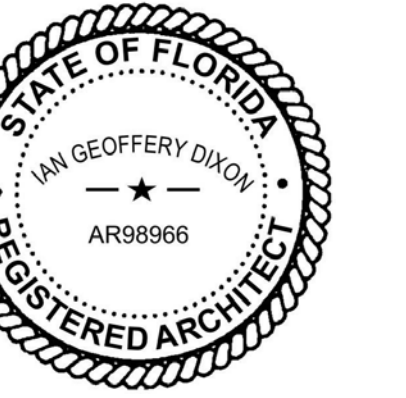
TE LOCATION



SCALE	1/8" = 1'-0"
OBJ. NO.	19063
DATE	05/15/2020

3RD FLOOR PLAN

A-103



KISLAK
OFFICE
BUILDING

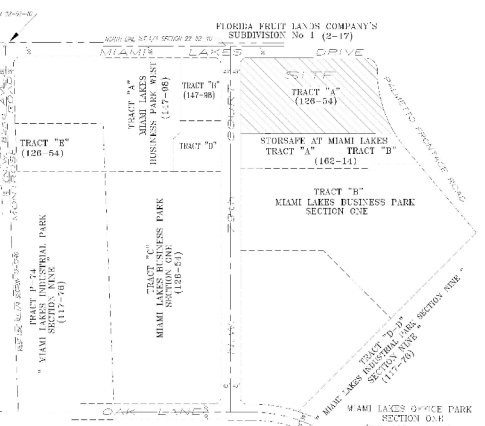
7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

ITE APPROVAL SET

CONCLUSIONS:

[illegible]

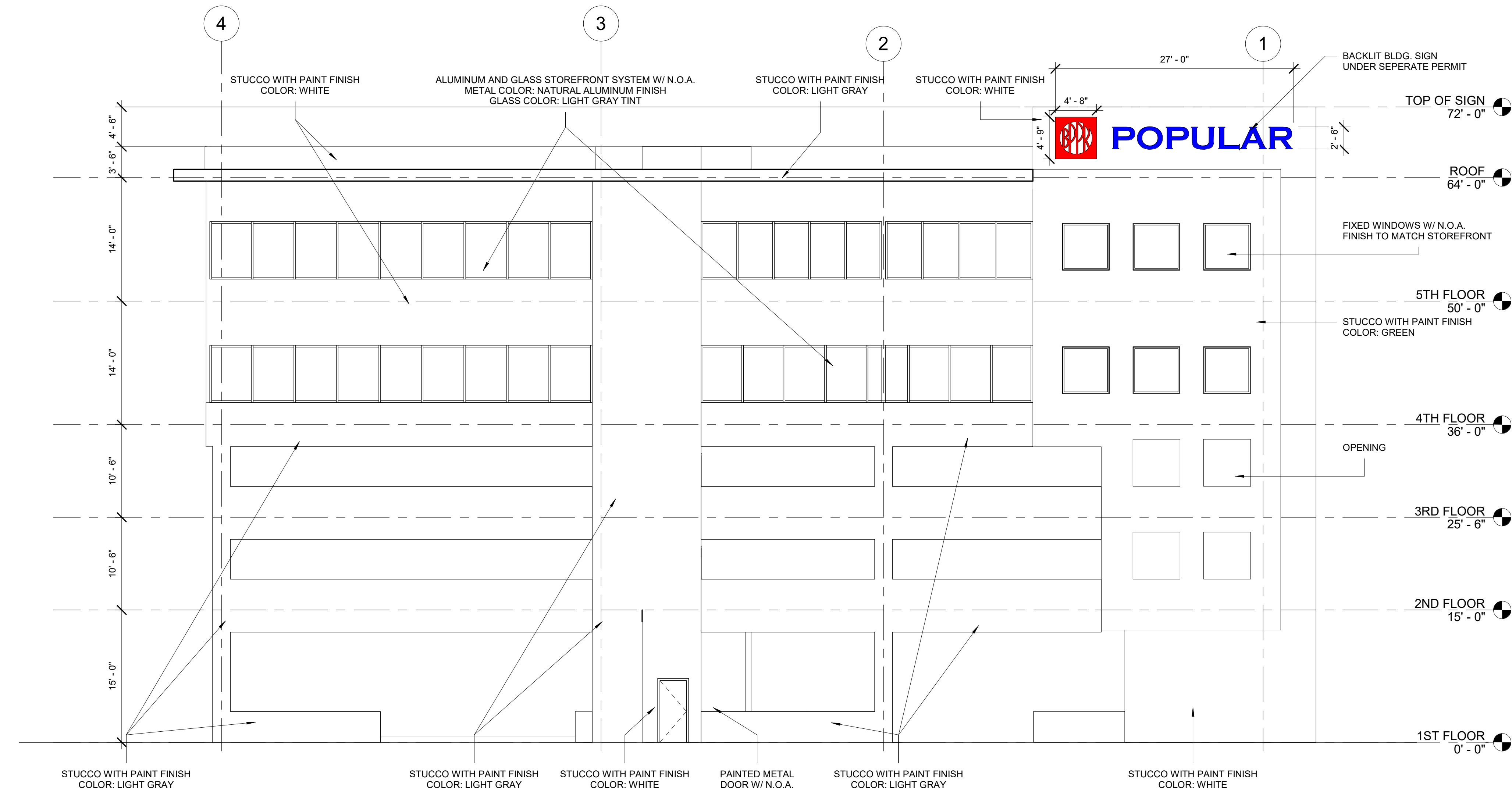
KEY PLAN



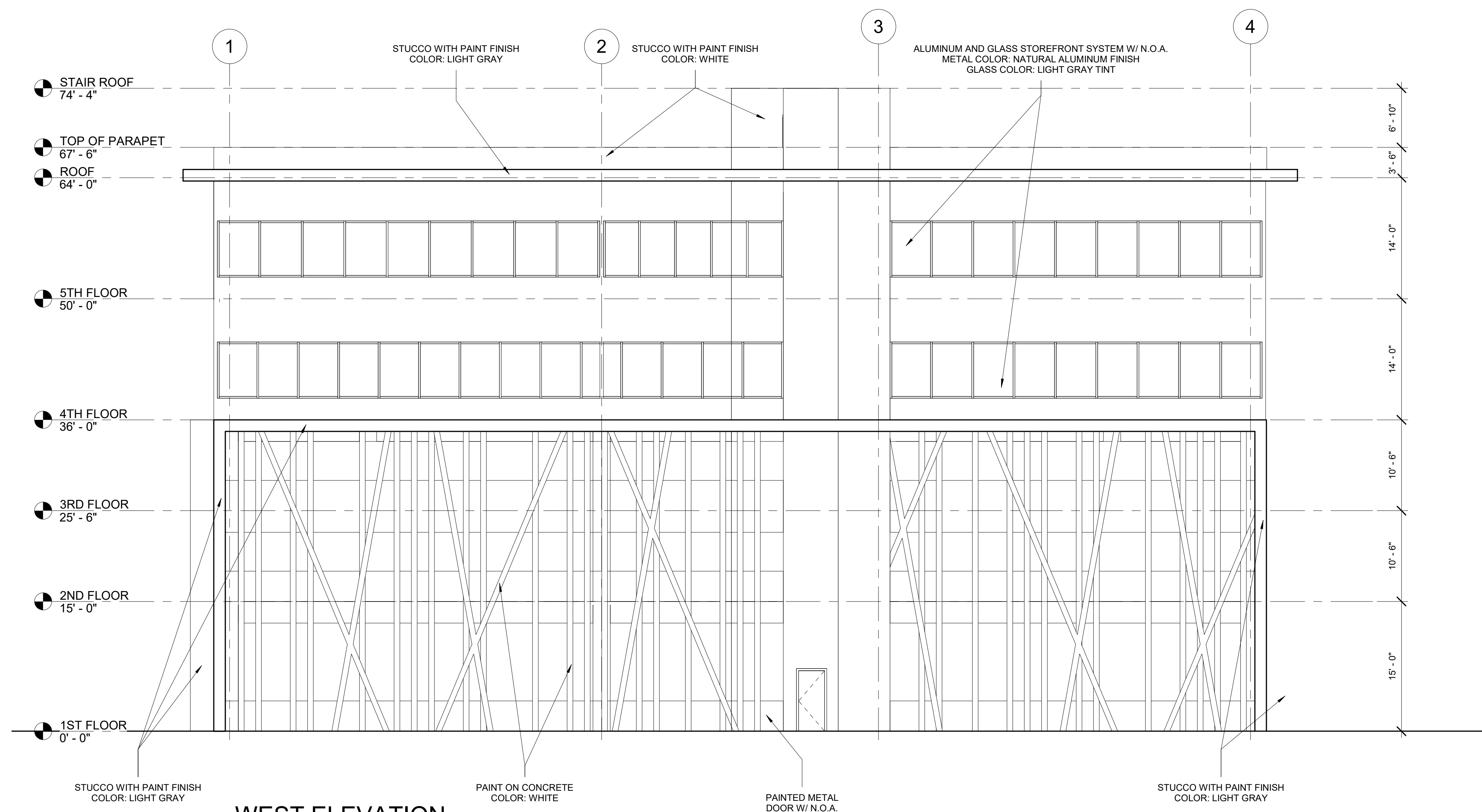
SCALE	1/8" = 1'-0"
OBJ. NO.	19063
DATE	03/05/2020

EAST & WEST
ELEV

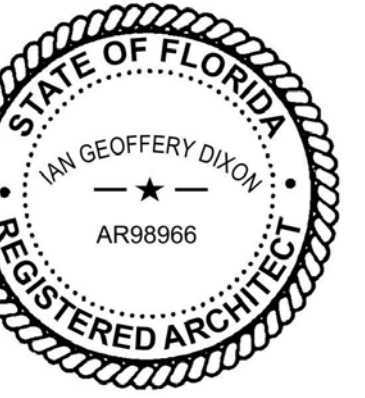
A-110 }



EAST ELEVATION



WEST ELEVATION



KISLAK
OFFICE
BUILDING

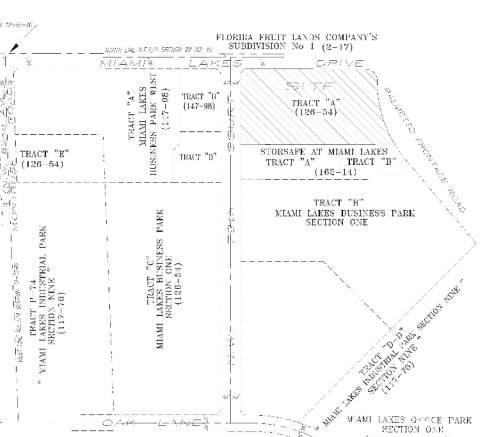
900 NW 154 STREET,
MIAMI LAKES , FL, 33016

TE APPROVAL SET

CONCLUSIONS:

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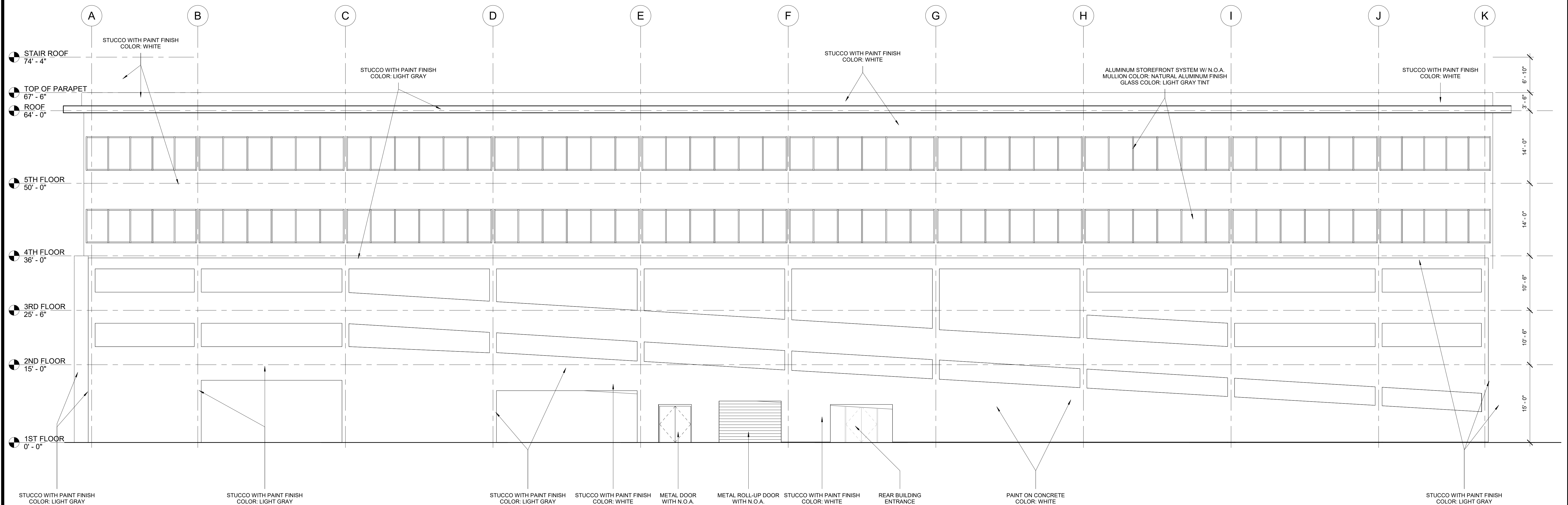
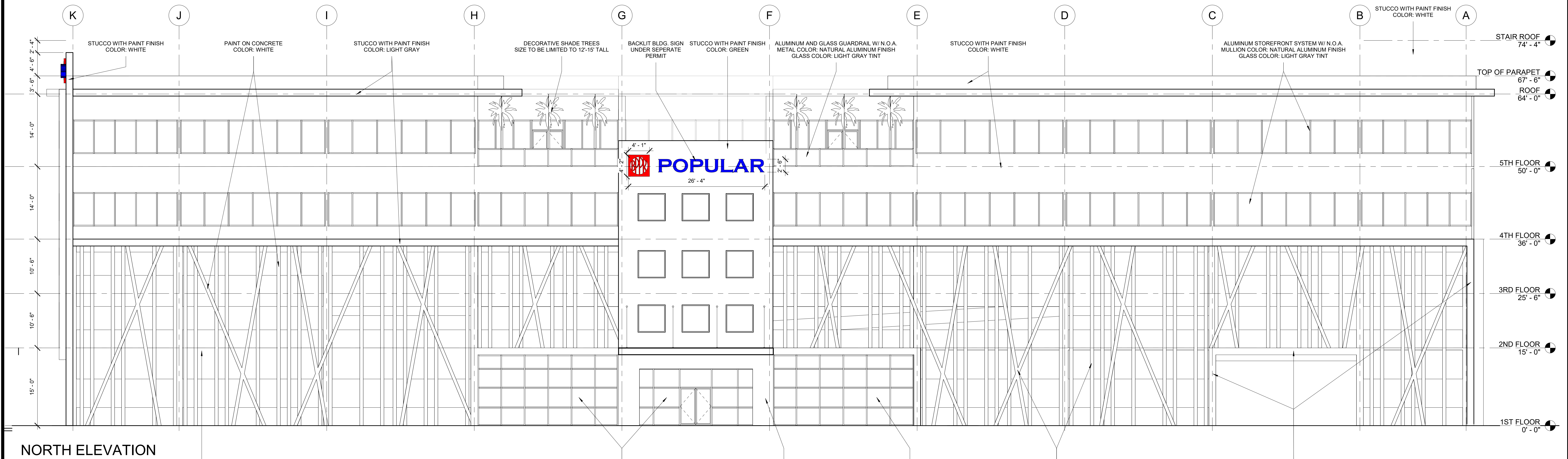
KEY PLAN



SCALE	1/8" = 1'-0"
OBJ. NO.	19063
DATE	03/05/2020

NORTH &
SOUTH ELEV

A-111 }







KISLAK
OFFICE
BUILDING

7900 NW 154 STREET,
MIAMI LAKES , FL, 33016

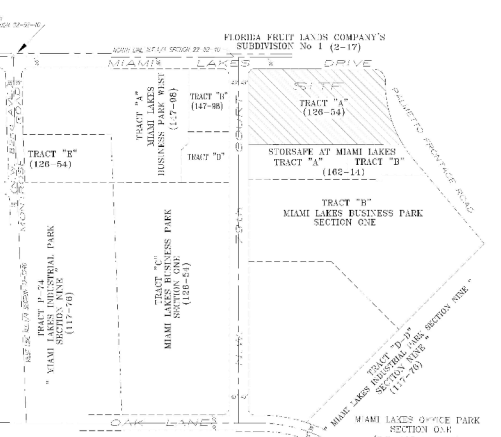
TE APPROVAL SET

VISIONS:

Description	Date
DRC COMMENTS	5/15/20

[illegible]

KEY PLAN



SCALE

PROJ. NO.	19063
DATE	03/05/2020

D

A-123



Planning Division
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Ed Pidermann, Town Manager

Subject:

HEARING NUMBER: PHSP2019-0671
APPLICANT: JIK HQ BUILDING LLLP
FOLIO: 32-2022-009-0010
32-2022-062-0010
LOCATION: 7900 NW 154 ST,
Miami Lakes, FL 33016
ZONING DISTRICT: IU-C
FUTURE LAND USE: Industrial
Date: JULY 14, 2020

A. REQUEST(S)

In accordance with Section 13-304(h) of the Town of Miami Lakes Land Development Code (LDC), JIK HQ BUILDING LLLP (the “Applicant”) is requesting Site Plan Approval to construct Site plan approval for new construction of a five-story building with 67,917 sf of office space over three floors of accessory parking. In addition, a conditional use for accessory parking for the rear lot with folio number 32-2022-062-0010.

B. SUMMARY

The site in question is a 6.46-acre two-lot site located south east of the intersection between 154th Street and 79th Avenue that is commonly known as the “Kislak Building” property. It contains an existing 76,874 square foot office building, situated at the eastern portion of the property, with the remainder and the lot immediately south of it, dedicated to parking. The Applicant’s site plan proposes two stories of office space over two stories of parking and one story of mixed parking and office use. Due to existing deed restrictions on the property, the applicant is providing parking at a rate of one space per 250 square feet of office instead of one space per 300 square feet as required by the LDC, resulting in 569 parking spaces. Of these, 225 are to be provided within the garage and 344 are proposed as surface parking, of which 146 are to be provided in the lot immediately to the south. As part of this application, a conditional use for the accessory parking is requested; the applicant is providing a covenant in Lieu of unity of title to ensure the continuity of the accessory parking.

Sec. 35-3. of the Town Code of Ordinances requires that all new construction on unimproved land shall provide sidewalks along all street frontages, the current proposed configuration does not include any new sidewalks.

The property is currently zoned IU-C, Industrial Use Conditional, and the Future Land Use designation is Industrial and Office.

C. STAFF RECOMMENDATION

It is recommended that the Town Council approve the application for Site Plan, subject to the following conditions:

1. The project shall be developed in substantial compliance with the approved Site Plan.
2. Prior to the issuance of a building permit authorizing any construction, all required impact fees, including Mobility Fees, must be paid in full.
3. Prior to permitting, all civil plans must be finalized and in substantial compliance with the Site Plan.
4. Prior to permitting, the project shall secure all approvals for water and sewer and shall receive approval from the Miami-Dade Fire Rescue Department.
5. All signage shown on the renderings and elevations is for illustrative purposes and has not been evaluated for compliance with the code. No signage is approved as part of this application.
6. Prior to permitting, the applicant shall either provide six-foot minimum sidewalks along 79th avenue, frontage or provide adequate reimbursement to the Town for future construction of the facilities, at a rate set by the Public Works Director, consistent with Section 35-3 of the Town Code.
7. A covenant running with the land shall be recorded with the County Clerk, including terms that will require notification to the Planning Department of the Town prior to the independent sale of either lot, so that parking and landscaping requirements may be reevaluated.
8. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
9. The Applicant shall obtain all required building permits, within one (1) year of the date of this approval. If all required building permits are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
10. Compliance with all other applicable laws not specifically identified herein.
11. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

D. BACKGROUND

Zoning District of Property: **IU-C – Industrial Use Conditional**

Future Land Use Designation: **Industrial Office**

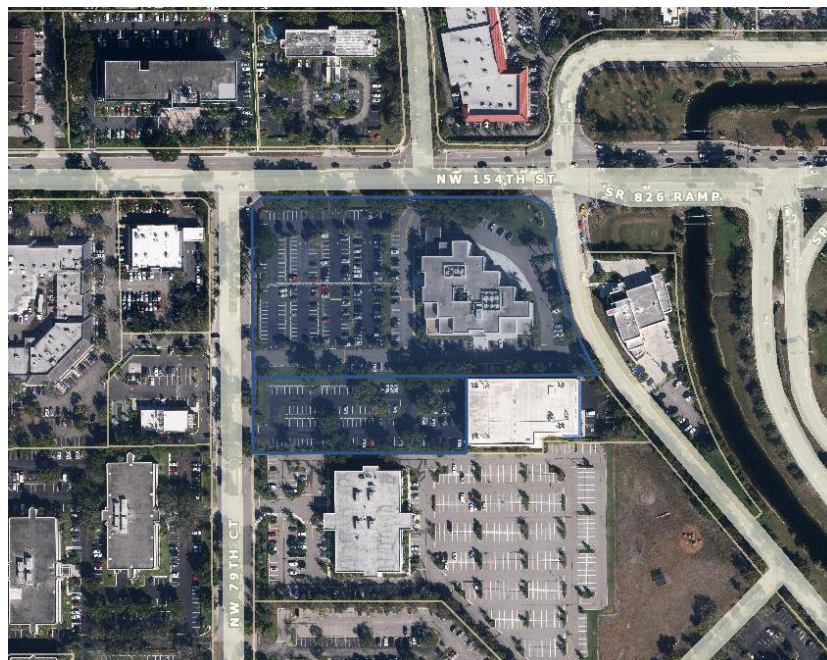
Subject Property:

The site comprises two lots within the IU-C district: the northernmost lot is five acres, is located south east of the intersection between 154th Street and 79th Avenue and is commonly known as the “Kislak Building” property. It contains an existing 76,874 square foot office building, situated at the eastern portion of the property, with the remainder and the lot immediately south of it, currently dedicated to parking. The adjacent lot to the South is a lot currently used for overflow parking for which no work is currently proposed, but that is proposed as additional required parking for the office complex.

Surrounding Property:

	Land Use Designation	Zoning District
North:	Office Residential	RO-50 High Density Residential/Office District
South:	Industrial Office	IU-C – Industrial Use Conditional
East:	Industrial Office	IU-C – Industrial Use Conditional
West:	Business Office	BU-2 – Special Business District

Subject Property Location Map:



E. ADJACENT MOBILITY PROJECTS

On April, 25, 2016, the Town Council of the Town of Miami Lakes adopted Ordinance No. 16-192, establishing the Town's Mobility Fee Program. The program is a replacement for traditional transportation concurrency review as provided for by Florida Statutes, and seeks to enhance internal Town mobility through the use of several modalities. The comprehensive approach identifies specific projects throughout the Town, all aimed at improving traffic and mobility improvements. The projects identified below have been adopted by the Town Council as part of that initiative and are described herein due to their adjacency to the proposal that is the subject of this report.

Initiative: Reconfiguration of the SR 826/Palmetto Expressway and NW 154th Street, which includes the following:

- a. Widening of NW 154th Street from NW 82nd Avenue to NW 77th Avenue;
- b. Direct ramp to I-75 from NW 154th Street;
- c. East-West underpass across the Palmetto Expressway at NW 146th Street.

Status: After discussions with FDOT, these projects have been identified as "on hold" at this time.

Initiative: Adaptive Signalization on NW 154th Street from NW 87th Avenue to NW 77th Avenue.

Status: The Town Council approved the procurement of the Adaptive Signalization equipment and has entered an Inter-local for its installation, maintenance and operation. Miami-Dade County Traffic Engineering is completing assessment of existing infrastructure for compatibility.

Initiative: Greenway Trail along NW 77th Court from NW 170th Street to its terminus at the proposed dog park near NW 82nd Avenue.

Status: Project has been delayed until FY 2026 by FDOT.

Initiative: Construction of a new Park-and-Ride Facility at Par 3 near NW 77th Avenue.

Status: Town is working with the Graham Companies on the land transfer for the Park-N-Ride Facility and is coordinating with Miami-Dade County Public Works and Transportation to secure funding through Miami-Dade County road impact fees.

Initiative: Freebee Extension Services to Regional Transit.

Status: Town secured funding from FDOT for FY 2020. The Town is extending the Freebee transportation services for commuters within the Town of Miami Lakes or adjacent municipalities. The program is intended to connect passengers from two Park-and-Ride locations: (1) Town Hall, and (2) Picnic Park West, to the Palmetto Metrorail Station during peak hours from 6:00 AM to 9:00 AM, and 4:00 PM to 7:00 PM.

F. FISCAL IMPACT

The project, if constructed will be subject to impact fees for Police, Fire, Road and Mobility. The following is an estimate based on current fees and supplied data. Final fee calculation shall be completed at time of permitting.

Land use	Square Feet	Police Impact Fee	Fire Impact Fee	Road Impact Fee	Mobility Fee	TOTAL
Office Building	67,917	\$ 27,085.30	\$ 23,764.16	\$ 871,612.82	\$ 116,316.68	\$ 1,038,778.95
Estimated Property Value	\$ 9,000,000.00					
Millage Rate	2.3127					
Ad Valorem	\$ 20,814.30					

Estimated value of the property at certificate of occupancy is 9 million dollars which could potentially result in annual ad-valorem tax revenue of \$20,814.30.

G. OPEN BUILDING PERMITS/CODE COMPLIANCE CASES

There are currently no open code violations for his property.

H. ANALYSIS

The following analysis shall be performed in two (2) parts. The first portion shall analyze the site plan portion of the request pursuant to the criteria provided at Subsection 13-304(h); the second section will analyze the Conditional use portion of the request pursuant to the criteria at Subsection 13-303(b).

Site Plan Criteria

Subsection 13-304(h) provides specific criteria for review of a site plan. All portions of this report are incorporated into this Site Plan Criteria analysis. 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.

The following is a review of the relevant Goals, Objectives and Policies of the Town's Comprehensive Master Development Plan (Comp Plan). It is follow by a review of the Land Development Code provisions.

Policy 1.1.2: The following future land use categories are contained in the Town's Future Land Use Map:

***Industrial and Office (IO)** - Industries, manufacturing operations, warehouses, mini-warehouses, office buildings, wholesale showrooms, distribution centers, merchandise

marts and similar uses are allowable within the Industrial and Office designation. Also included are construction and utility equipment maintenance yards, utility plants, public facilities, hospitals and medical buildings. Limited commercial uses to serve the firms and workers in IO areas are encouraged, dispersed as small business districts and centers throughout the industrial areas. Hotels and motels are also authorized. Free-standing retail and personal service uses larger than 10 acres in size are prohibited in these areas because they would deplete the industrial land supply and they are better located in commercially designated areas and in closer proximity to residential areas. Freestanding retail and personal service uses which are 10 acres and less in size should front on major access roads, particularly near major intersections. In addition, uncommon commercial uses such as amusement uses and others with unusual siting requirements may also be considered on a conditional basis at appropriate locations. The specific range and intensity of uses appropriate in IO areas vary by location as a function of such factors as availability of public services, roadway access and neighborhood compatibility. Special limitations may be imposed on uses in IO where necessary to protect environmental resources, including wellfield protection areas. Through the assignment of zoning districts and special conditions, the specific range and intensity of uses appropriate for a particular site will be determined. This category requires a minimum of 10% landscaped open space (15% when abutting a residential site), and a minimum lot area of 5,000 square feet. The maximum height permitted in this category is seven (7) stories.

Mixing of residential use with light industrial, commercial, office and hotels is also allowable on a conditional use basis with residential being limited to the density of the adjacent residential future land use category, and other uses being limited in size, impact and by standards contained in the BO category and the LDC for mixed-use projects. If no residential areas exist adjacent to a subject site, then the Medium Density land use category is allowed. However, residential use shall not be developed on over 15% of the area of any individual site.

Analysis: Office uses are permitted within the IO designation. Scale and intensity are based on site size, availability of services, accessibility, proximity and scale of adjacent residential uses. The property is a large accessible site, with utilities in close proximity. The property is not adjacent to residential uses. Maximum intensity of office use on this site would therefore comply with this policy.

Finding: Complies.

Policy 2.1.8: In-lieu of traditional transportation concurrency, the Town shall mitigate the mobility impacts of development and redevelopment and provide a portion of funding needed to implement the improvements identified in the Element, through a mobility fee.

Analysis: See Section E, Adjacent Mobility Projects. The applicant is choosing to participate in the Town's Mobility Fee program. The project is proposed at 68,982.00 square feet of general office space. The resulting number of trips is 671.88 daily trips and 726.98 individual trips. The ensuing mobility fee will be assessed at the rate prior to the rate change approved by the Council on December 10, 2019, and amended on April 21, 2020, as the application was already under process at the time of approval. The resulting mobility fee at the rate of \$160 per individual trip is \$116,316.68. the applicant has opted not to provide required pedestrian facilities, such as sidewalks, and therefore no credits have been applied. No building permit shall be issued related to the requested site plan until the mobility fee is paid in full.

As provided at Section E, the town has included in its Comprehensive Master Development plan a number of mobility projects in and around the proposed development. The fee paid by the applicant may be used to fund those projects.

Finding: Conditionally complies pursuant to payment of mobility fee. No building permit related to the site plan shall be issued until said fee is paid in full.

Policy 2.2.4: For purposes of capital improvements planning, the Town hereby adopts the following pedestrian level of service standards:

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.

Analysis: The applicant is declining to provide sidewalks around the perimeter of the site, where no sidewalks exist today. Staff has requested six-foot sidewalks along 79th Ave. Although eight to ten-foot sidewalks would be preferable, particularly within the context of complete streets and considering the prominence of the corner in question, the existing right-of-way does not allow for anything wider than a six-foot sidewalk. The Town has obtained a \$XXX TAP grant from the state of Florida to institute complete streets on 79th Ave for the year 20XX, for which a 50% Town match is required.

Finding: Does not Comply. Providing sidewalks is both a requirement of the LDC and of the Comprehensive Plan.

Policy 4A.1.1: To assure adequate level of service for potable water, the Town hereby adopts the following LOS standard:

- a. Regional Treatment. 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.
- b. Delivery. 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:

<u>Land Use</u>	<u>Min. Fire Flow (gpm)</u>
Single Family Residential Estate	500
Single Family and Duplex; Residential on minimum lots of 7,500 sf	750
Multi-Family Residential;	1,500
Semi-professional Offices Hospitals; Schools	2,000
Business and Industry	3,000

- c. Water Quality. Water quality shall meet all federal, state and county primary standards for potable water.
- d. Countywide Storage. Storage capacity available throughout the County for finished water shall equal no less than 15% of the countywide average daily demand.

e. Maintain the potable water standard of 91 gallons/capita/day.

Policy 4A.2.1: Encourage future development into areas that are already served, or programmed to be served, by MDWASD potable water facilities.

Policy 4B.1.1: To assure adequate level of service for sanitary sewer service, the Town hereby adopts the following LOS standard:

Regional Plants. Regional wastewater treatment plants shall operate with a physical capacity of no less than the annual average daily sewage flow.

Effluent. Effluent discharged from wastewater treatment plants shall meet all federal, state, and county standards.

System. The system shall maintain capacity to collect and dispose of 102 percent of average daily sewage demand for the preceding five years.

Maintain the sanitary sewer standard of 81.9 gallons/capita/day.

Policy 4B.2.1: Encourage future development into areas that are already served, or programmed to be served, by MDWASD sanitary sewer facilities.

Analysis: Development of the project cannot proceed until the Applicant Satisfies the Miami-Dade County requirement for Policies 4A.1.1, 4A.2.1, 4B.1.1, and 4B.2.1 above. Applicant shall be required to demonstrate compliance prior to permitting

Finding: Conditionally complies provided the Applicant receives its water allocation letter from Miami-Dade County prior to permitting.

(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.

Analysis: See Section B, Summary; Section E, Mobility Projects and Subsection H (1). Section B provides a full explanation as to the applicable regulations applied to the subject property and Section E describes the nearby mobility projects. With the exception of the required provision of sidewalks along 79th avenue, the proposed project complies with requirements of the Town Code of Ordinances. Sec. 35-3, which contains the requirement to provide sidewalks for new construction, is part of the Code of Ordinances at Chapter 35, but is not part of the LDC (Land Development Code) which is contained within Chapter 13 of the Code of Ordinances; for this reason, a variance request is not available for this requirement.

Finding: Partially complies.

(3) In what respects the plan is or is not in conformance with Town code requirements including:

- a. The design and construction of streets, utility facilities and other essential services as may be required by the Town or other governmental agencies.
- b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.

Analysis: See Section E, Mobility projects and Criteria 1 and 2 of this analysis. The project does not require the dedication of additional rights-of-way or internal streets. Sidewalk infrastructure is not being provided as discussed above. The applicant has been offered an option to contribute its share of the cost to the Town in lieu of constructing the sidewalk. The cost would be calculated at the time of permitting by the Public Works Director and should contain all Town's costs including design and installation. These funds would be allocated towards the Town's required \$894,000 match for the 2023 TAP grant. Additionally, The project is contributing \$116,316.68 towards Town's Mobility Program. The site plan provides for proper on-site vehicular movements with full surface level parking and garage parking facilities.

Finding: Conditionally complies upon payment of applicable mobility fees and contribution towards sidewalk facilities.

- (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:
- Design and architectural standards as provided at section 13-311.
 - 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.
 - 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.
 - 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.
 - Service areas shall be screened and so located as to minimize or eliminate visibility, to the greatest extent possible, from the public right-of-way and other properties.
 - Design of the site shall ensure adequate access for emergency vehicles and personnel.
 - Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

Analysis: See analysis provided at Criterion 2 and 3 above. The project proposes a single building, five (5) stories in height of contemporary design, loosely based on Modern Architectural styles. As proposed, the scale is compatible with adjacent developments, as many existing buildings fronting 154th Street are four to five stories in height. The proportions of the main façade, as perceived from 77th avenue, are approximately 1:4 height to width ratio, with the resulting rectangular shape broken up by the use of central element emphasizing the main entrance, a varying roofline featuring a landscaped terrace, and changes in material and color, as well as vertical and diagonal concrete elements lining the outside of the parking floors. The side facades are similarly articulated, using both vertical and horizontal elements, shifting planes, and an emphasized main entrance.

The project complies with landscape requirement, and it includes 7 street trees.

No signage or advertising is approved at this time; any future proposals will be evaluated to ensure compliance with this section. The proposed lighting is both adequate and harmonious with both the building and the landscape.

All service areas are located in the rear of the building and are not visible from any right-of-way. The dumpster is proposed to be enclosed and located away from all property lines, within the footprint of the building.

The applicant shall has obtained preliminary approval from Miami-Dade County Fire Rescue Department and appropriate measures for energy and water conservation are proposed.

Finding: Complies

- (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.

Analysis: The application conforms with the Town's requirements concerning sufficiency of ownership. The entirety of the property will be retained under one ownership and a covenant in lieu of unity of title shall be provided and recorded at the County Clerks office; maintenance of the property will be the responsibility of the property owner, and may be enforced through the provisions of the Town Code.

Finding: Complies

Conditional Use Criteria

This section applies only to the existing parking area, proposed as additional and required parking for the proposed development.

1. Land Use Compatibility.

Analysis: The proposed use of an accessory parking area is allowed and compatible with adjacent uses.

Finding: Complies

2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use.

Analysis: The accessory parking area has been in use as overflow parking for a number of years and is adequate to the use.

Finding: Complies

3. Compliance with the Comprehensive Plan and Land Development Code.

Analysis: Per Policy 1.1.2 of the Comprehensive Plan, Industrial and Office (IO) Land Use Designation accommodates a full range of industrial and office uses and accessory uses, and accessory parking is included in this.

Finding: Complies

4. Proper Use of Mitigative Techniques.

Analysis: In order to ensure the continued availability of the subject lot as required accessory parking for the Kislak office complex, a covenant in lieu of unity of title will be required to be recorded with Miami Dade County Clerk.

Finding: Complies

5. Hazardous Waste.

Analysis: there are no hazardous materials nor hazardous wastes associated with this use.

Finding: Complies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: COND2020-0300 Southeastern College Conditional Use

Date: July 14, 2020

Background

In accordance with Section 13-304(h) of the Town of Miami Lakes Land Development Code (LDC), Bar Education, Inc (the “Applicant”) is requesting Conditional Use Approval to Conditional Use to operate a College.

The applicant is requesting a Conditional Use to operate a private university at the facilities previously occupied by Miami Dade College, which have been unoccupied for several years. As per the submitted Letter of Intent, the applicant proposes a phased increase in occupancy, starting with 800 students within the space currently available for occupation, and expanding to 1200 at a future date when additional square footage in the building becomes available for lease. Due to scheduling of day and evening classes, the applicant states in the Letter of Intent that no more than 350 students would be present in campus at any one time during the initial phase and 550 when and if additional space is leased.

Since the building is already suited for the proposed used, no construction is proposed at this time. Required parking is existing and sufficient at this time and will be relocated to the garage structure currently planned by the landlord to be located immediately south of the building.

The property is currently zoned IU-C, Industrial Use Conditional, and the Future Land Use designation is Industrial and Office.

For further reference regarding details of the proposed operation, including parking analysis, staffing, hours of operation, and student shifts, please refer to the Letter of Intent submitted by the applicant, and hereby attached as an exhibit to this report.

Recommendation:

It is recommended that the Town Council approve the application for Conditional Use, subject to the following conditions:

1. The project shall be developed in substantial compliance with the submitted plans and letter of intent.
2. At the time of Certificate of Use, the number of students enrolled shall be limited to 800, excluding online only students, with a maximum of 350 students on campus at anyone time. If and when the applicant engages additional square footage and wishes to expand enrollment beyond 800, an amendment to this conditional use will be required to be processed administratively.
3. Prior to the issuance of a certificate of use, all required impact fees, including Mobility Fees, must be paid in full.
4. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
5. The Applicant shall obtain all required building permits and/or certificates of use, within one (1) year of the date of this approval. If all required building permits and/or certificates of use are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
6. Compliance with all other applicable laws not specifically identified herein.
7. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

Attachments:

Resolution

Exhibit A – Plans

Exhibit B –Letter of Intent

Staff Report

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE; ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 5875 NW 163 STREET, AS PROVIDED AT EXHIBIT “A”, MIAMI LAKES, FLORIDA, FOLIO NO. 32-2013-015-0030; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Subsection 13-303 of the Town of Miami Lakes ("Town") Land Development Code ("LDC"), Bar Education, Inc, (the "Applicant") applied to the Town for approval of a Conditional Use to allow operation of a private college, dated stamped received June 6th, 2020, consisting of six (6) sheets, as prepared by E. D. B. Architects and Associates, PA. A copy of the Site Plan (the “Site Plan”) being attached hereto as Exhibit "A" and a Letter of Intent (the “Letter of Intent”) being attached hereto as Exhibit "B", for property located at 5875 NW 163 Street, bearing Miami-Dade Tax Folio No. 32-2013-015-0030, and legally described on the survey as provided in Exhibit "A" (“Property”); and

WHEREAS, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, notice was posted at the property, and duly advertised in the newspaper; for a quasi-judicial public hearing on Site Plan and Conditional Use as noticed for Tuesday, July 14, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida; and all interested parties had the opportunity to address their comments to the Town Council; and

WHEREAS, Town staff has reviewed the application and recommends approval with a modification, subject to conditions, of the request for a Conditional Use Approval, 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.

WHEREAS, the Town Council now desires to approve the Applicant's Conditional Use requests.

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

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

Section 2. Findings. In accordance with Section 13-303, the Town Council finds that the Applicant, subject to the conditions in Section 5 below, meets the criteria for a conditional use approval which are as follows:

1. Land Use Compatibility; and
2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use; and
3. Compliance with the Comprehensive Plan and Land Development Code; and
4. Proper Use of Techniques; and
5. Hazardous Waste.

Section 3. Approval of Conditional Use. The Conditional Use request to permit operation of a private college in the IU-C (Industrial Use - Conditional) Zoning District is hereby approved with conditions as set out below,

1. The project shall be developed in substantial compliance with the submitted plans and letter of intent.
2. At the time of Certificate of Use, the number of students enrolled shall be limited to 800, excluding online only students, with a maximum of 350 students on campus at anyone time. If and when the applicant engages additional square footage and wishes to expand

enrollment beyond 800, an amendment to this conditional use will be required to be processed administratively.

3. Prior to the issuance of a certificate of use, all required impact fees, including Mobility Fees, must be paid in full.

4. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.

5. The Applicant shall obtain all required building permits and/or certificates of use, within one (1) year of the date of this approval. If all required building permits and/or certificates of use are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.

6. Compliance with all other applicable laws not specifically identified herein.

7. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

Section 4. 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 it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 5. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant, or any affected party may seek review of development orders of the Town Council by the filing of an appeal or writ of certiorari in the appropriate court as prescribed in the Florida Rules of Appellate Procedure.

Section 7. Final Order.

This is a Final Order.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this ____ day of _____ 2020.

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

FINAL VOTE AT ADOPTION

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Approved as to Form and Legal Sufficiency

Gina Inguanzo
TOWN CLERK

Raul Gastesi
GASTESI, LOPEZ & MESTRE, PLLC
TOWN ATTORNEY

EXHIBIT A
SITE PLAN

EXHIBIT B

SURVEY

EXHIBIT C
RENDERING

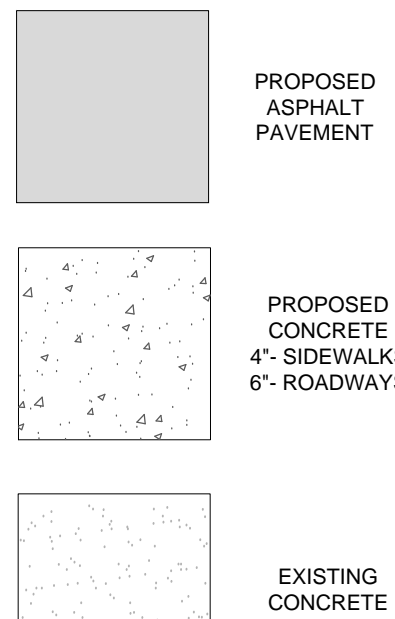
CONSTRUCTION NOTES:

- CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. SIDEWALK, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
- CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
- CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
- CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
- CONTRACTOR TO SOD ALL DISTURBED AREAS. SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
- ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
- THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
- NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) PRIOR TO CONSTRUCTION.
- PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS. DURATION OF CONSTRUCTION IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 600.
- THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT

EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.

- THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
- PLEASE SEE MEP PLANS FOR CONTINUATION OF ROOF LEADERS.
- 2.0% MAXIMUM SLOPE ON HANDICAP SPACES AND ADA ACCESSWAYS.
- ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%.
- ALL GRADE SHOTS ARE TO BE EDGE OF PAVEMENT (EOP) UNLESS OTHERWISE NOTED.
- CONTRACTOR TO CLEAN THE EXISTING STORM SYSTEM AND COORDINATE THE INSPECTION WITH BROWARD COUNTY SURFACE WATER MANAGEMENT AND THOMAS ENGINEERING GROUP.
- EXISTING DRAINAGE SYSTEM TO BE CLEANED PRIOR TO CERTIFICATION.

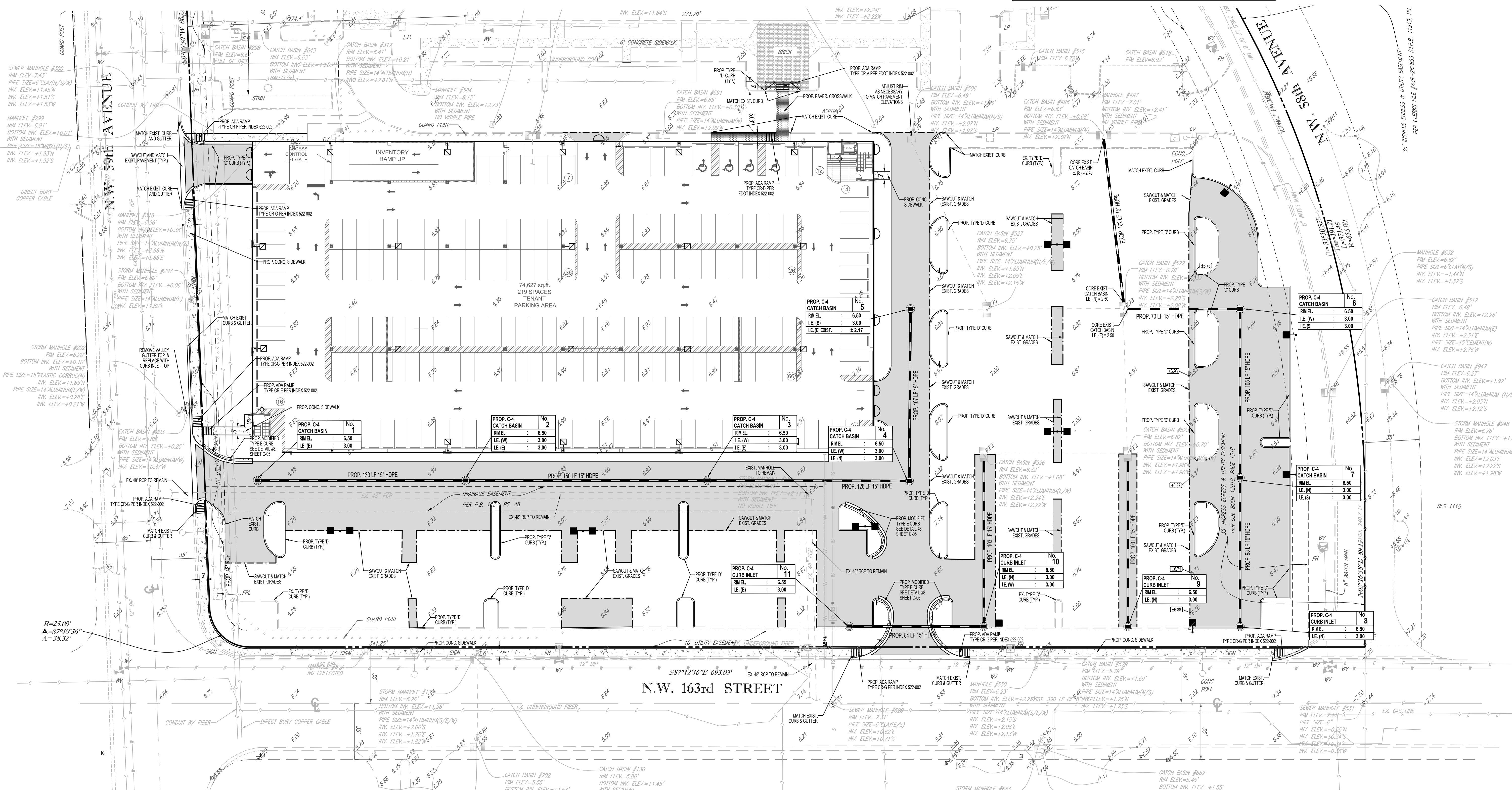
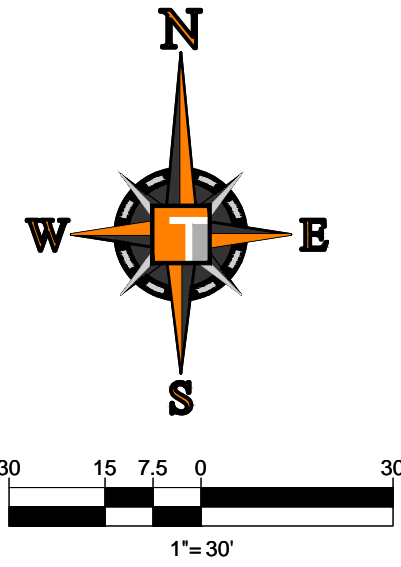
HATCH LEGEND



ALL ELEVATIONS ARE BASED ON THE NORTH
GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929)

PAVING, GRADING & DRAINAGE LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
W	UNDERGROUND WATER LINE	W
	UNDERGROUND ELECTRIC LINE	E
	UNDERGROUND TELEPHONE LINE	T
S	STORM SEWER	S
SH	SANITARY SEWER MAIN	SH
OW	OVERHEAD WIRE	OW
OT	OVERHEAD TRAFFIC WIRE	OT
SL	SANITARY SEWER LATERAL	SL
	CATCH BASIN	
	MANHOLE	
	WATER METER	
	CLEAN OUT	
	GRADE SPOT SHOT (BOTTOM ELEVATION IF AT CURB)	XXX
	TOP OF CURB	TOP OF CURB
	BOTTOM OF CURB	BOTTOM OF CURB



REVISIONS			
REV.	DATE	COMMENT	BY

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PROJECT No.: F190101
DRAWN BY: JVF
CHECKED BY: KND
DATE: 11-15-19
CAD I.D.: F190101 PGD PLAN

PROJECT:
MIAMI LAKES AUTO MALL GARAGE

FOR
ALI AHMED

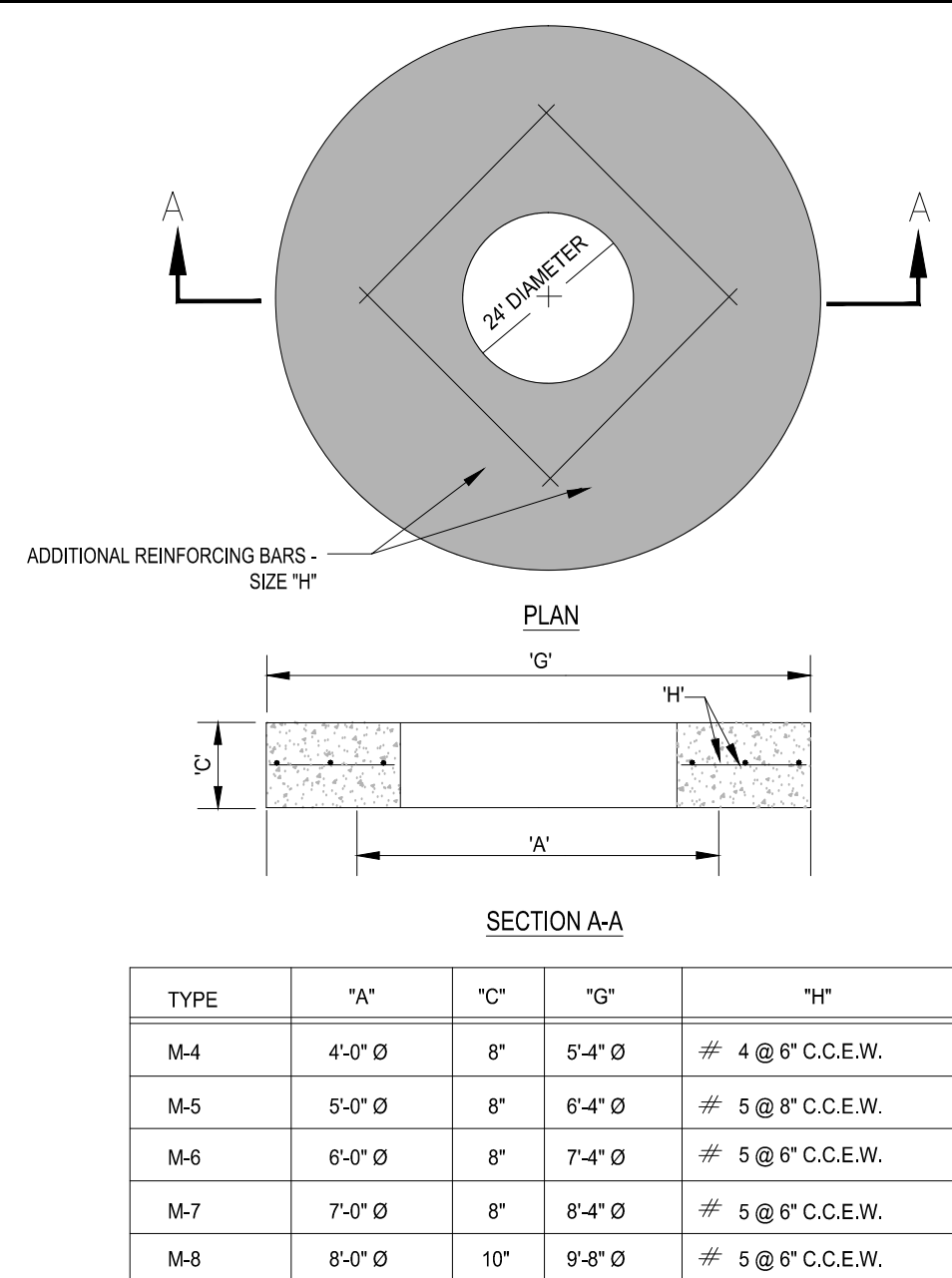
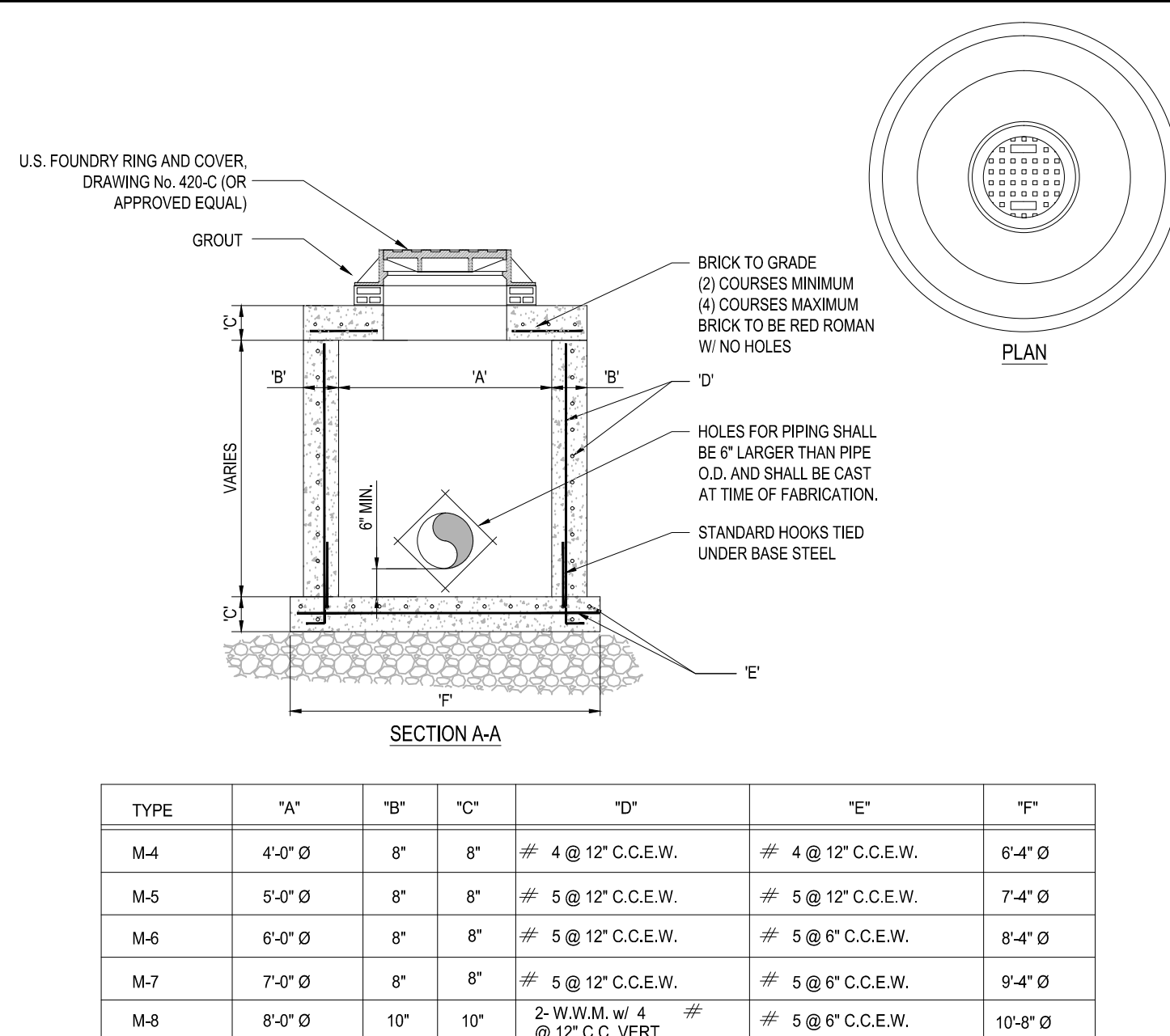
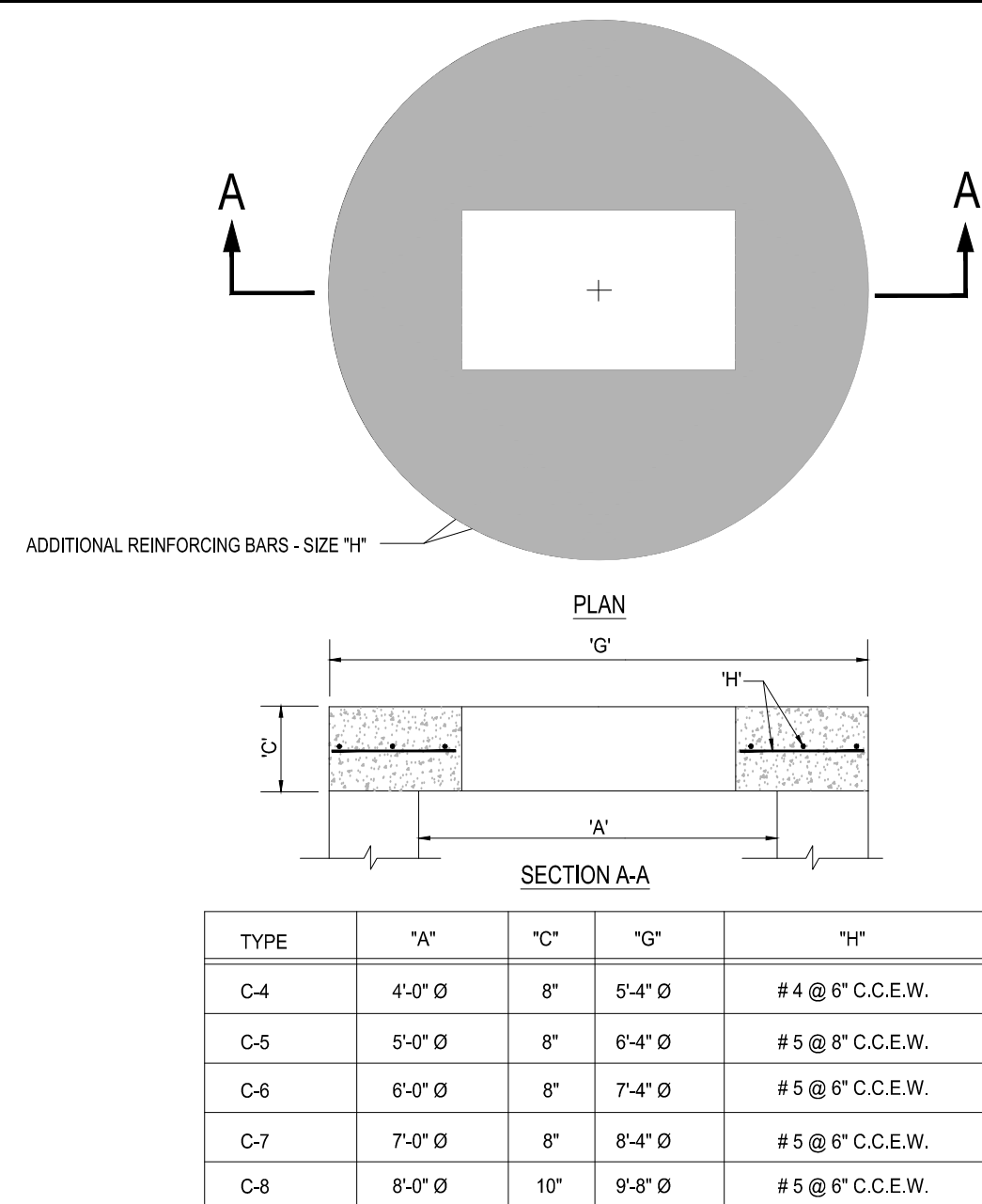
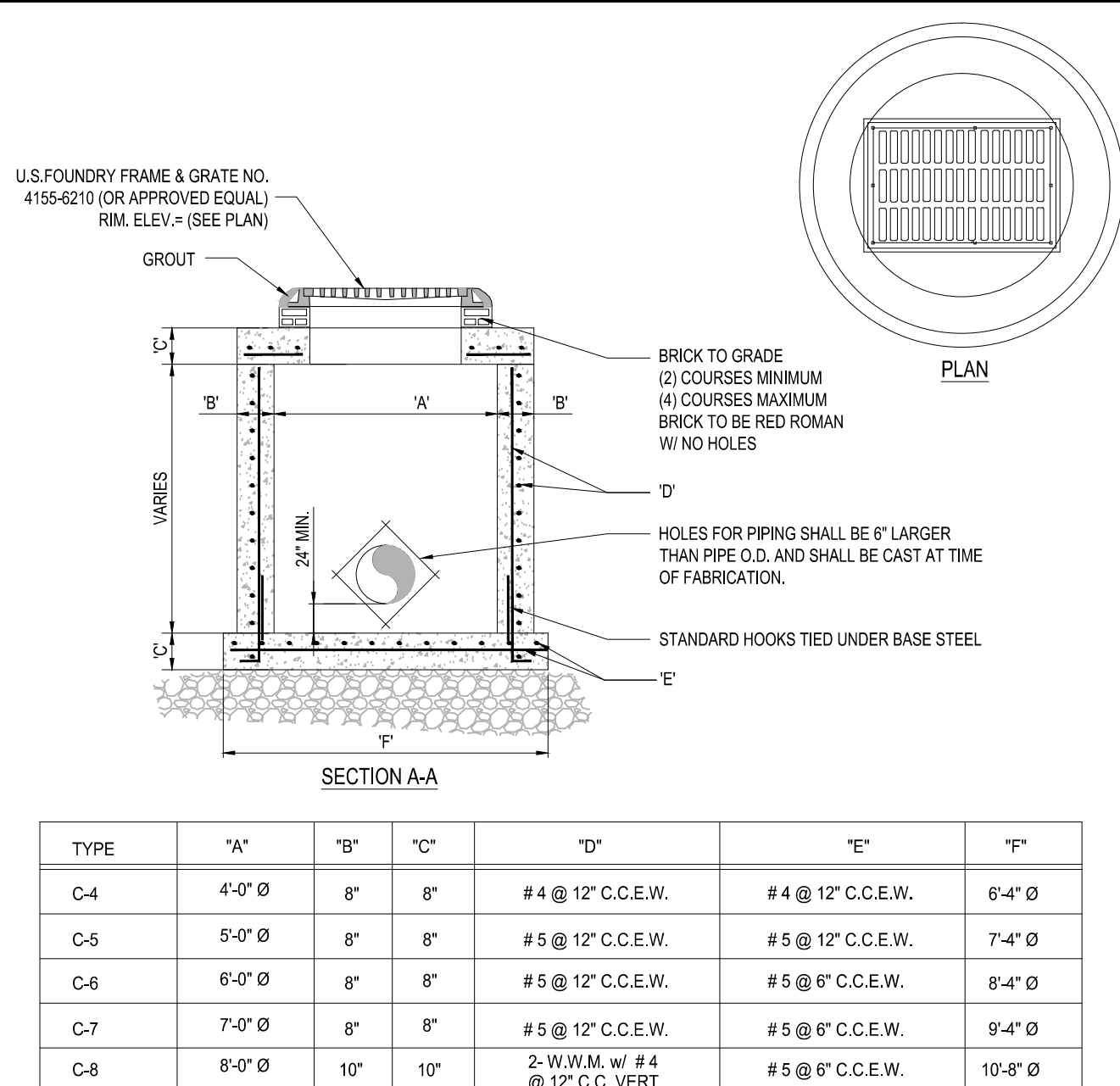
THOMAS
ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

KRISTIN N. DIPIERRO

PROFESSIONAL ENGINEER
March 25, 2020
FLORIDA LICENSE NO. 84350
FLORIDA BUSINESS CERT. OF AUTH. NO. 27528

SHEET TITLE:
PAVING, GRADING & DRAINAGE PLAN

SHEET NUMBER:
C-06

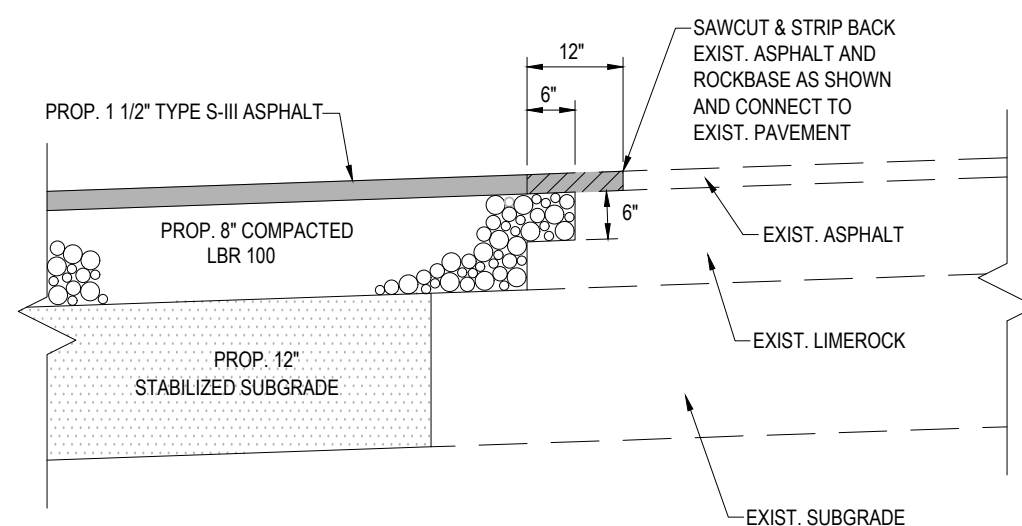


1 PRECAST CIRCULAR CATCH BASIN

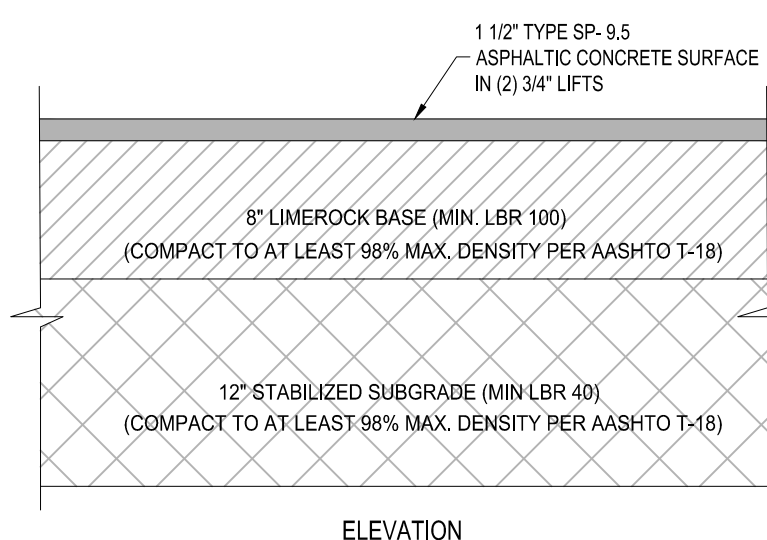
2	PRECAST CONCRETE-TOP SLAB
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3 PRECAST CIRCULAR DRAINAGE MANHOLE

PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES

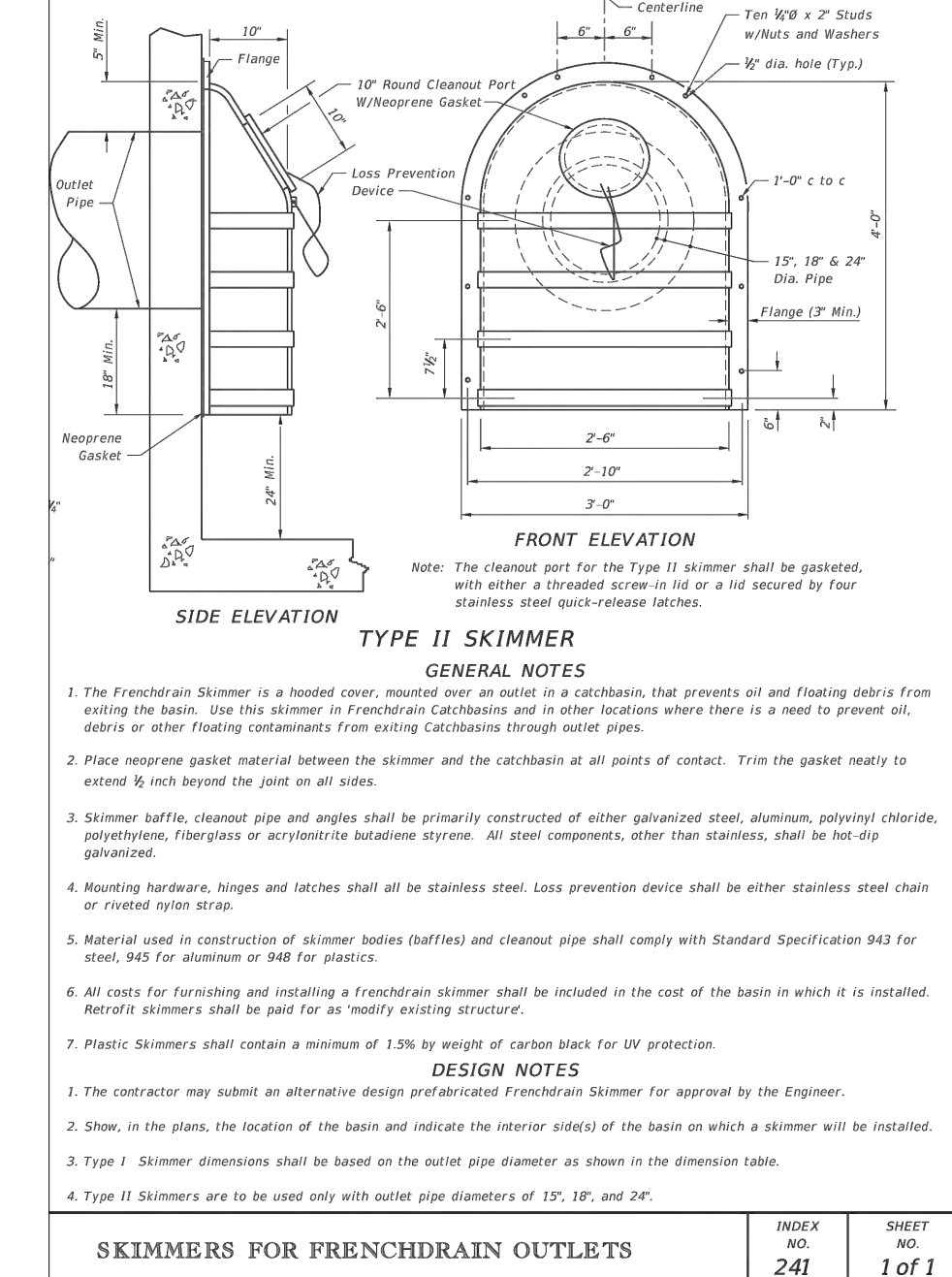
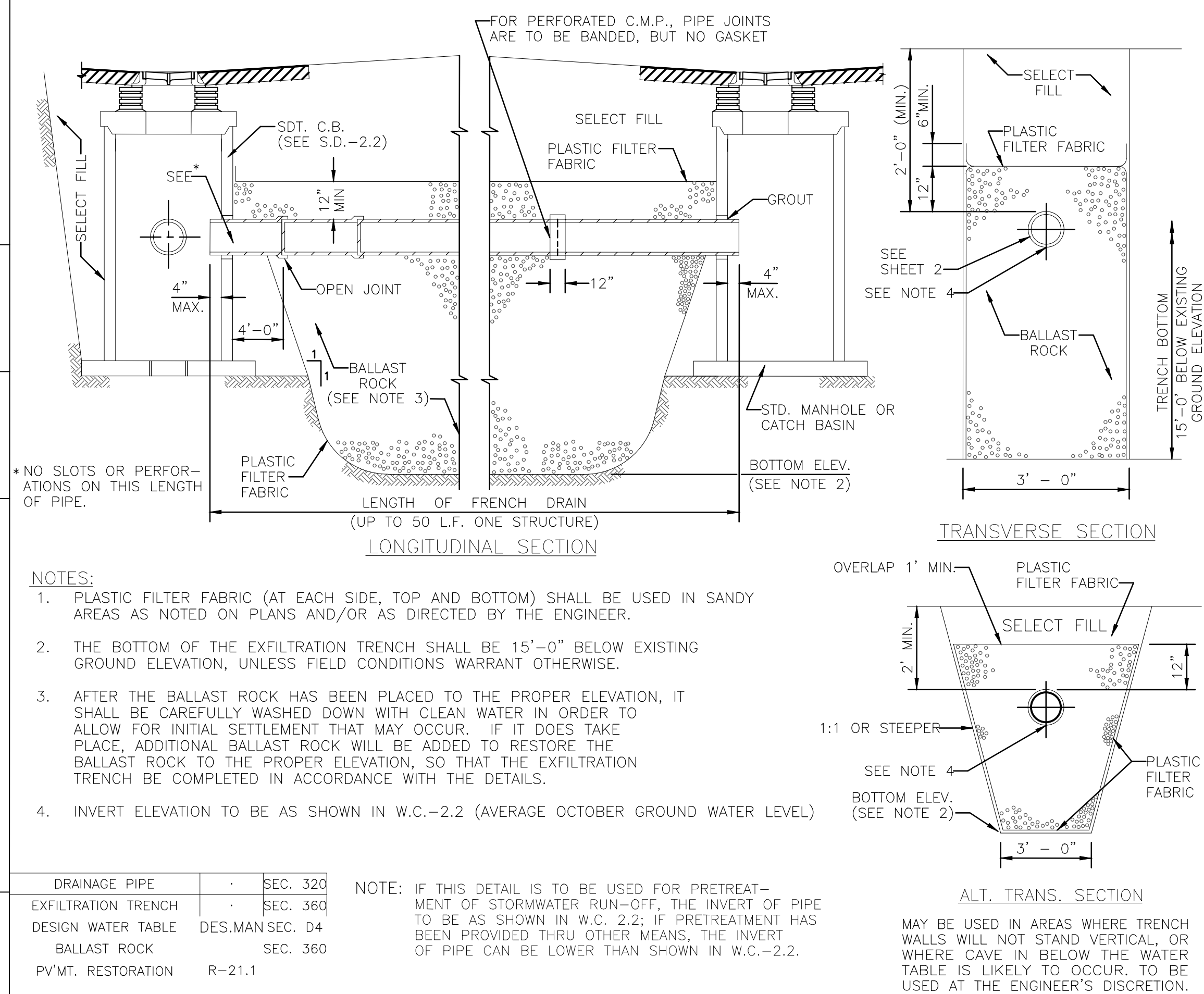


5 SAWCUT/MATCH ASPHALT PAVEMENT DETAIL



NOTE:
PAVEMENT SECTION ASSUMES THE COMPLETE
REMOVAL OF ALL ORGANIC MATERIAL

6 ASPHALTIC CONCRETE PAVEMENT DETAIL



Printed on Wednesday, March 25, 2020, 12:35 PM by Kristin DiPierro
G:\STILES\2019\Fig0101 - MIAMI LAKES AUTO MALL GARAGE.DWG\SITE PL

[illegible]

PROJECT No.:	F190101
DRAWN BY:	JFV
CHECKED BY:	KND
DATE:	11-15-19
CAD I.D.:	F190101 PGD DETAILS

PROJECT:

**MIAMI LAKES AUTO
MALL GARAGE**

FOR

ALI AHMED

THOMAS
ENGINEERING GROUP

6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

KRISTIN N. DIPIERRO

PROFESSIONAL ENGINEER
March 25, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

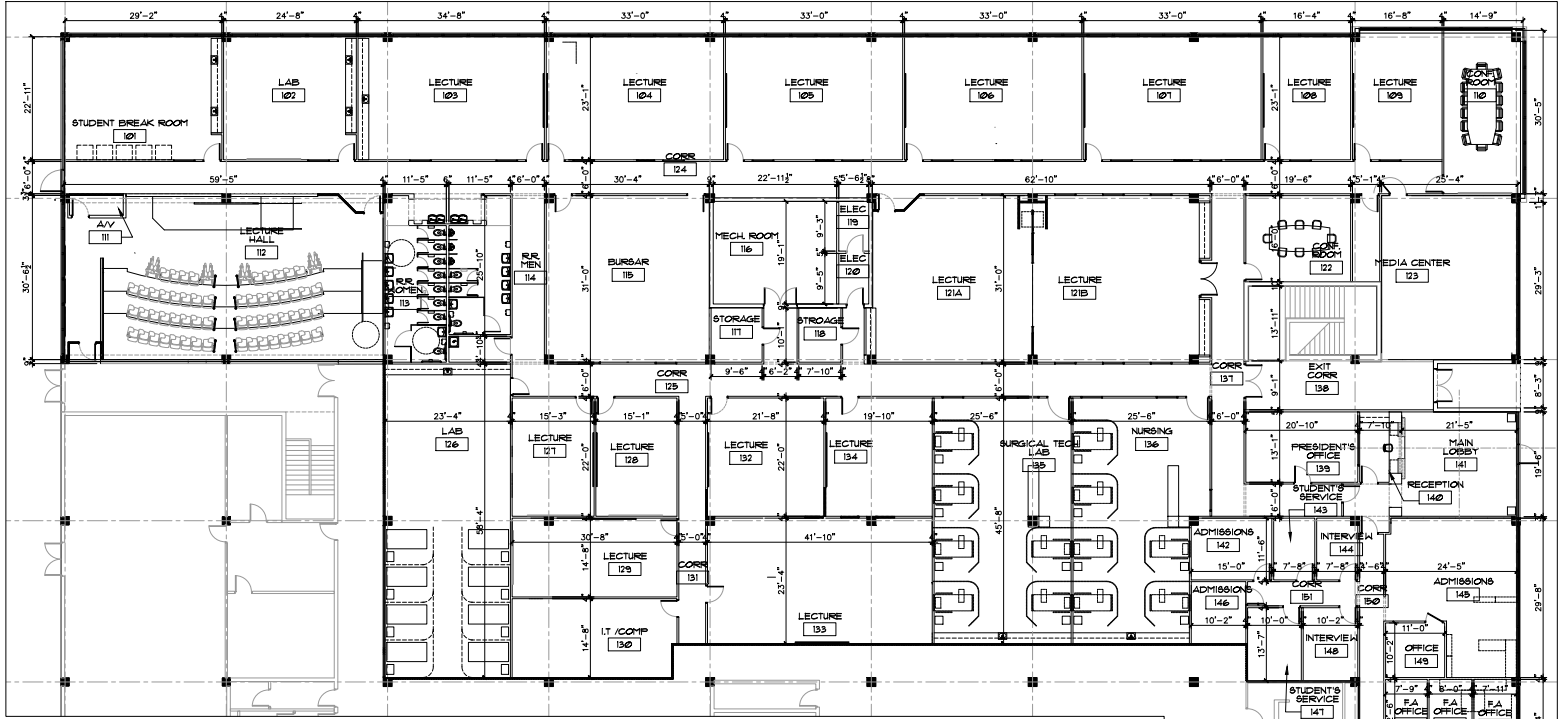
**PAVING, GRADING &
DRAINAGE DETAILS**

SHEET NUMBER:

C-07

OCCUPANT CALC BY ROOM:

Room #	Use	Gross SF	Net SF	Occ/SP per code	Total occup and load
101	Student Break Room	670.0	500	15	33
102	Lecture Lab	564.0	By Seat Count		12
103	Lecture	790.0	By Seat Count		24
104	Lecture	754.0	By Seat Count		24
105	Lecture	755.0	By Seat Count		24
106	Lecture	755.0	By Seat Count		24
107	Lecture	755.0	By Seat Count		24
108	Lecture	574.0	By Seat Count		12
109	Lecture	399.0	By Seat Count		12
110	Conference Room	444.0		15	30
111	A/V	270.0		100	4
112	Lecture Hall	1,790.0	By Seat Count		61
113	Women Restroom	312.0		100	3
114	Men Restroom	356.0		100	3
115	Bar	830.0		100	10
116	Mechanical Room	438.0			
117	Storage	95.0			
118	Storage	79.0			
119	Electrical	51.0			
120	Electrical	52.0			
121A	Lecture	890.0	By Seat Count		24
121B	Lecture	995.0	By Seat Count		24
122	Conference Room	312.0		15	21
123	Media Center	765.0		10	15
124	Corridor				
125	Corridor				
126	Lecture Lab	1,339.0	By Seat Count		12
127	Lecture	336.0	By Seat Count		12
128	Lecture	312.0	By Seat Count		12
129	Lecture	447.0	By Seat Count		12
130	L.T./ Computer	443.0			
131	Corridor				
132	Lecture	476.0	By Seat Count		18
133	Lecture	972.0	By Seat Count		36
134	Lecture	436.0	By Seat Count		12
135	Surgical Tech Lab	1,385.0	By Seat Count		6
136	Nursing	1,073.0	By Seat Count		6
137	Corridor				
138	Exit Corridor				
139	President's Office	273.0		100	3
140	Reception	90.0		100	1
141	Main lobby	415.0		100	4
142	Admissions	170.0		100	2
143	Student Services	88.0		100	1
144	Interview	86.0		100	1
145	Admissions	460.0		100	6
146	Admissions	117.0		100	1
147	Student Services	136.0		100	1
148	Interview	137.0		100	1
149	Office	111.0		100	1
150	Corridor				
151	Corridor				
152	F.A. Office	97.0		100	1.0
153	F.A. Office	100.0		100	1.0
154	F.A. Office	137.0		100	1
155	F.A. Office	123.0		100	1
156	F.A. Office	166.0		100	2
157	Office	102.0		100	1
158	Office	105.0		100	1
159	Office	103.0		100	1
160	Office	102.0		100	1
161	Office	105.0		100	1
162	Office	103.0		100	1
163	Faculty Work Stations	795.0		100	8
164	Office	92.0		100	1
165	Office	92.0		100	1
166	Office	92.0		100	1
167	Office	92.0		100	1
168	Office	188.0		100	2
169	Office	102.0		100	1
170	Office	99.0		100	1
171	Break Room	414.0	250	15	17
172	Restroom				
173	Restroom				
174	Room	250.0		100	3
175	Room	345.0		100	6
176	Restroom	61.0		100	1
177	Restroom	61.0		100	1
178	Janitor	38.0		100	1
179	Break Room	172.0		100	2
180	Corridor				
181	Room	83.0		100	1
182	Room	83.0		100	1
183	Room	147.0		100	2
184	Room	147.0		100	2
185	Room	91.0		100	1
186	Room	91.0		100	1
187	Room	91.0		100	1
188	Corridor				
189	Corridor				
189A	Corridor				
190	Room	148.0		100	2
191	Room	147.0		100	2
192	Room	126.0		100	1
193	Room	82.0		100	1
194	Room	82.0		100	1
195	Room	148.0		100	2
196	Room	153.0		100	2
197	Room	148.0		100	2
198	Room	163.0		100	2
199	Room	116.0		100	1
Total Est. Floor		25,400.0			500

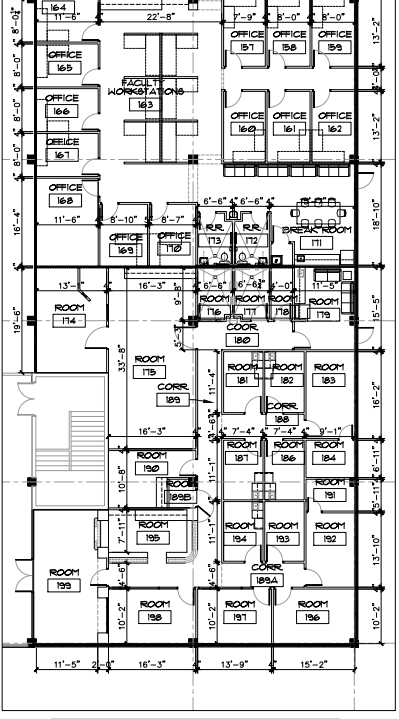


LIFE SAFETY FLOOR PLAN

SCALE: 1/16" = 1'-0"

AREA PER USE

Category	SF	Occ
Classrooms	9,472.0	294
Labs	4,339.0	36
Library	N/A	N/A
Offices	5,393.0	58
Admin	3,783.0	38
Lecture Hall	1,790.0	61

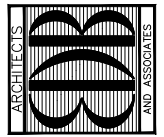


KEY PLAN

SCALE: 1" = 100'-0"

PROGRESS
MAY 29, 2020

EDLUND • DRITENBAS • BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.
AR-AA 000886
160 SOUTH WEST 12th AVENUE
DEERFIELD BEACH, FLORIDA 33442
PHONE: (954) 429-0995



PROJECT: INTERIOR RENOVATION

5875 N.W. 163rd STREET
MIAMI LAKES, FL

KEENAN DEVELOPMENT
1900 WEST COMMERCIAL BLVD, SUITE 200
FORT LAUDERDALE, FL 33309

FOR:

NO. DATE

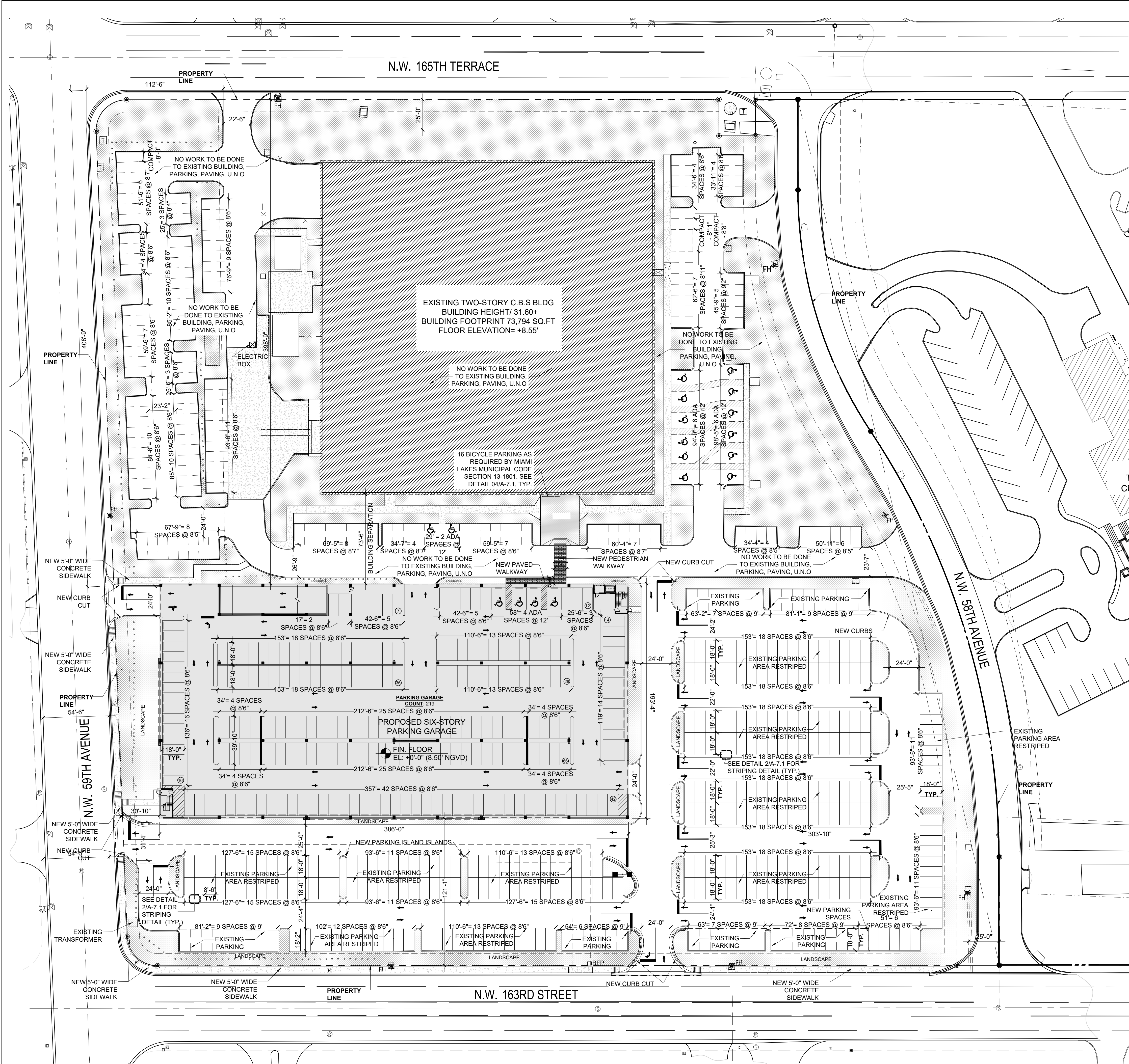
REVISIONS

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COMM. NO: 010520
DATE: 05/29/20
BY: JV
CHK'D: AB

SHEET NO.

A1.0
OF X



SITE PLAN

PROGRESS SET

NOT FOR CONSTRUCTION

DATED: 6/12/2020

ZONING LEGEND

1. JURISDICTION:

2. ADDRESS:

3. OCCUPANCY

4. SITE AREA:

5. TYPE OF CONSTRUCTION:

6. BUILDING AREA:

7. BUILDING HEIGHT:

8. SITE CALCULATIONS:

CITY OF MIAMI LAKES, FLORIDA

5875 NW 163rd STREET, MIAMI LAKES, FL, 33014
IU-C (INDUSTRIAL DISTRICT-CONDITIONAL)

EXISTING GROUP B (BUSINESS) - OFFICES
PROPOSED GROUP S-2 (STORAGE)- OPEN PARKING GARAGE

GROSS SITE (PER SURVEY) 466,527 SQ. FT* (10.71 ACRES) PER SURVEY

*NOTE: ALL SITE CALCULATIONS ARE BASED ON SURVEY

PROPOSED TYPE II-B (NOT SPRINKLERED)

1st FLOOR

2nd FLOOR

3rd FLOOR

4th FLOOR

5th FLOOR

6th FLOOR

TOTAL

74,627 SQ. FT (GROUP S-2) TENANT PARKING

74,627 SQ. FT (GROUP S-2) INVENTORY PARKING

74,627 SQ. FT (GROUP S-2) INVENTORY PARKING

74,627 SQ. FT (GROUP S-2) INVENTORY PARKING

74,627 SQ. FT (GROUP S-2) INVENTORY PARKING

74,627 SQ. FT (GROUP S-2) INVENTORY PARKING

447,762 SQ. FT.

ALLOWED

70'-0" (WIDTH OF WIDEST ABUTTING ROAD)

PROVIDED

67'-6" (6 STORY, T.O 6TH FLOOR SLAB)

76'-0" (OVERALL BUILDING HEIGHT)

REFER TO CIVIL DRAWINGS FOR LANDSCAPE AND OPEN AREA CALCULATIONS

SITE PARKING CALCULATIONS:

PARKING REQUIRED:

FIRST FLOOR:

BUSINESS [OFFICE] (1 PER 300 SF)

SUITE 103- 12,440 SF

SUITE 104- 15,177 SF

TOTAL- 27,617 SF / 300 = 92

(CLINIC 3,917 SF - 1 SPACE PER 1ST 2,500 SF;
1 SPACE PER 500 SF THEREAFTER)= 6

SCHOOLS [COLLEGE] (1 PER 200 SF)

24,597 SF / 200 SF = 123

(1 SPACE PER EACH 4 EMPLOYEES)

24 STAFF / 4 = 6

SECOND FLOOR:

BUSINESS [OFFICE] (1 PER 300 SF)

SUITE 203- 16,223 SF

SUITE 205- 27,557 SF

SUITE 207- 12,655 SF

VACANT- 10,573 SF

TOTAL- 67,008 SF / 300 = 223

COMMON AREAS (BOTH FLOORS): 24,449 SF (DOES NOT REQUIRE PARKING)

TOTAL AREA: 147,588 SF

TOTAL PARKING REQUIRED: 450

PARKING PROVIDED:

SURFACE PARKING (EXISTING):

REGULAR (8'-6" MIN. X 18')

ADA (12'-0" x 18')

722 SPACES

14 SPACES

TOTAL PARKING BEFORE IMPROVEMENTS: 736 PARKING SPACES

SURFACE PARKING (PROPOSED):

REGULAR (8'-6" MIN. X 18')

ADA (12'-0" x 18')

463 SPACES

14 SPACES

DEDICATED GARAGE TENANT PARKING:

REGULAR (8'-6" x 18')

ADA (12'-0" x 18')

215 SPACES

4 SPACES

TOTAL PARKING AFTER IMPROVEMENTS: 696 PARKING SPACES

ACCESSIBLE PARKING:

REQUIRED

2% OF TOTAL SPACES (14 SPACES)

PROVIDED

21 SPACES

INVENTORY OVERFLOW (FLOORS 2-6)

1,254 SPACES

BUILDING SETBACKS (IU-C ZONING):

LOCATION	REQUIRED	PROVIDED
FRONT (WEST)	25'-0"	30'-10"
SIDE (STREET - SOUTH)	25'-0"	121'-1"
SIDE (STREET - NORTH)	25'-0"	398'-9"
REAR (EAST)	25'-0"	303'-10"

NOTES:

BUILDING SETBACKS AS PER CITY OF MIAMI LAKES PLANNING AND ZONING CODE 13-727

LEGEND:

FIRE HYDRANT

FPL ELECTRICAL BOX

PROPOSED BACKFLOW PREVENTER

0 20' 40' 80'

SCALE: 1"=40'

BD COMMENTS 06-05-2020

SEAL

CONSULTANT

KEVIN CRUZ

FL Reg # 97952

6/12/2020

STILES ARCHITECTURAL GROUP

301 East Las Olas Blvd

Fort Lauderdale, Florida,

954 - 627- 9180

33301

FL REG # AA-26001798

MIAMI LAKES

AUTO MALL PARKING GARAGE

5875 NW 163rd STREET

MIAMI LAKES, FLORIDA, 33014

SITE PLAN

A-1.1

PROJECT NO.

74064

DRAWN BY:

K.W

CHECKED BY:

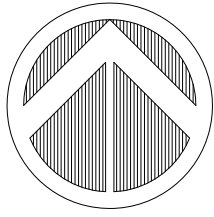
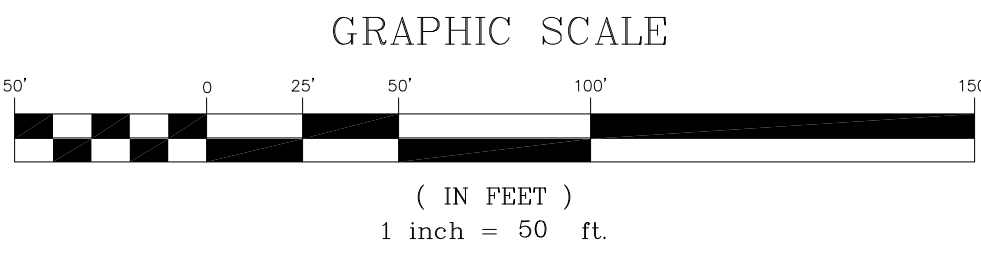
A.E

DATE:

03/05/2020

301

ALTA/NSPS LAND TITLE SURVEY



PROPERTY ADDRESS:

Property Address: 5875 N.W. 163rd. Street, Miami Lakes, Florida.
Tax Folio # 32-2013-015-0030

LEGAL DESCRIPTION:

Tract "C" of "MIAMI LAKES EAST SECTION ONE", according to the plat thereof as recorded in Plat Book 122, at Page 48, of the Public Records of Miami-Dade County, Florida.

TITLE REVIEW NOTES: SCHEDULE B - SECTION II

TITLE COMMITMENT PROVIDED BY:
CHICAGO TITLE INSURANCE COMPANY
Commitment No.: 4708639, effective date: February 5, 2014 @ 11:00 PM
Items 1 through 4: "General & Special Exceptions".

5- Road Reservation in favor of the Trustees of the Internal Improvement Fund recorded in Deed Book 2122, Page 163. (Does affect Subject Property - Not a Platable Survey Item)

6- Miami-Dade County Ordinance No. 81-34 establishing the Miami Lakes Parks and Street Lighting Improvement District recorded in Official Records Book 11052, Page 70 and Resolution R-3-84 adopting preliminary assessment roll recorded in Official Records Book 12047, Page 626. (Does affect Subject Property - Not a Platable Survey Item)

7- Agreement for Construction and Providing Water Services by and between Miami-Dade Water and Sewer Authority and Joe Daniel, Inc. recorded in Official Records Book 11387, Page 1388. (Does affect Subject Property - No a Platable Survey Item)

8- Agreement for Construction of Sanitary Sewage Facilities and Disposal of Sanitary Sewage by and between Miami-Dade Water and Sewer Authority and Joe Daniel, Inc. recorded in Official Records Book 11387, Page 1413. (Does affect Subject Property - Not a Platable Survey Item)

9- Dedications, restrictions, and easement(s) as shown in Plat of Miami Lakes East Section One recorded in Plat Book 122, Page 48. (Does affect Subject Property - Record Plat)

10-Right of Way and Public Utility Easement recorded in Official Records Book 11913, Page 803. (Does affect Subject Property - Platted on Survey)

11-Grant of Easement to Miami-Dade Water and Sewer Authority recorded in Official Records Book 12018, Page 1518. (Does affect Subject Property - Platted on Survey)

12-Agreement for Water and Sanitary Sewage Facilities recorded in Official Records Book 16149, Page 1071. (Does affect Subject Property - Platted on Survey)

13-Unity of Title recorded in Official Records Book 16216, Page 681. (Does affect Subject Property - Not a Platable Survey Item)

14-Town of Miami Lakes Planning and Zoning Board Order recorded in Official Records Book 27741, Page 1022. (Does affect Subject Property - Not a Platable Survey Item)

15-Terms, conditions, restrictions of that Town of Miami Lakes Planning and Zoning Board PZB No.: 2011-39, recorded June 30, 2011, in Official Records Book 27945, Page 1048. (Does affect Subject Property - Not a Platable Survey Item)

16-Interest of Advanced Data Processing Inc. as tenant under that unrecorded Lease Agreement dated July 6, 2011, as disclosed in that Subordination, Non-Disturbance and Attornment Agreement recorded December 29, 2011, in Official Records Book 27945, Page 1048. (Does affect Subject Property - Not a Platable Survey Item)

17-Interest of Dade Medical College, as tenant under that unrecorded Lease Agreement dated March 1, 2011, as disclosed by that Broker's Commission Lien Notice Under Florida Commercial Real Estate Leasing Commission Lien Act by CBRE, Inc., recorded June 29, 2012, in Official Records Book 28170, Page 1617. (Does affect Subject Property - Not a Platable Survey Item)

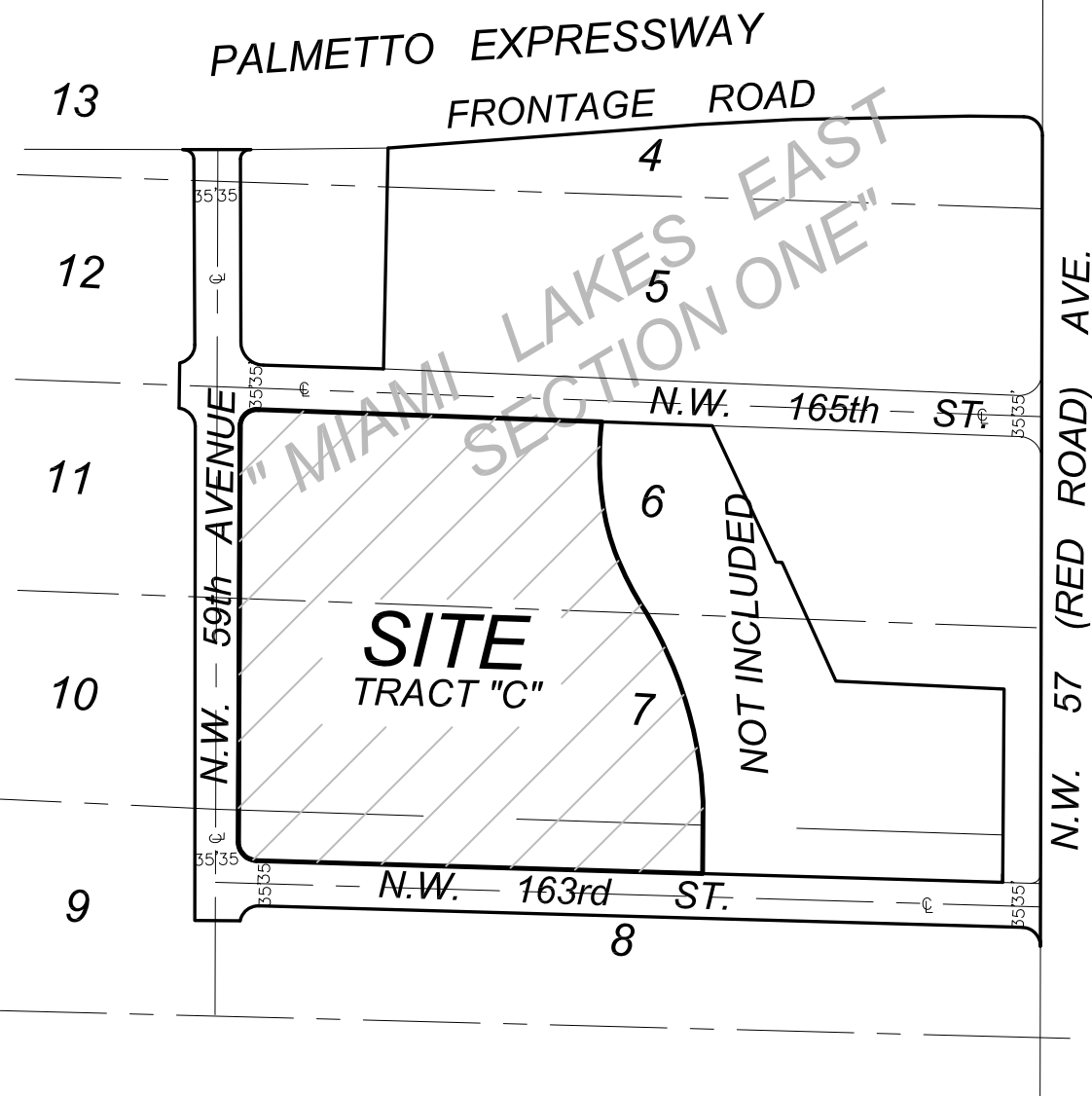
All of the above noted documents recorded in the Public Records of Miami-Dade County, Florida.

ABBREVIATIONS

U.E. = UTILITY EASEMENT
FD. = FOUND
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
UTIL. = UTILITY
WD. = WOOD
P.O.B. = POINT OF BEGINNING
F.F.E. = FINISH FLOOR ELEVATION
ELECT. = ELECTRIC
M.H. = MANHOLE
CL. = CENTERLINE
C.L.F. = CHAIN LINK FENCE
CLR. = CLEAR
H/C = HANDICAP
(R) = RECORD
(M) = MEASURED
P.K. = PARKER KALON
BLDG. = BUILDING
CONC. = CONCRETE
C.B.S. = CONCRETE BLOCK STRUCTURE
LB = LICENSED BUSINESS
C.B. = CATCH BASIN
F.P.L. = FLORIDA POWER & LIGHT
SQ. = SQUARE
WV = WATER VALVE
TR. = TRACT
R = RADIUS
Δ = CENTRAL ANGLE
A = ARC
CH = CHORD
CHB = CHORD BEARING
ENCH. = ENCROACHMENT
O.R.B. = OFFICIAL RECORDS BOOK
TYP. = TYPICAL
W/ = WITH
B.W. = BRASS WASHER
M.W. = MONITORING WELLS

LEGEND

ASPHALT PAVEMENT
EXISTING BUILDING
CONC. SIDEWALK
CHAIN LINK FENCE
METAL FENCE
WATER VALVE
CATCH BASIN
SEWER MANHOLE
STORM MANHOLE
FIRE HYDRANT
SINGLE CONCRETE LIGHT POLE
DOUBLE CONCRETE LIGHT POLE
METAL LIGHT POLE
SIGN
MONITORING WELL
IRRIGATION CONTROL VALVE
ELECTRIC BOX



LOCATION SKETCH NOT TO SCALE

SURVEYOR'S NOTES:

- The Legal Description to the Property was obtained from CHICAGO TITLE INSURANCE COMPANY, Commitment for Title Insurance.
 - This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
 - An examination of Commitment issued by CHICAGO TITLE INSURANCE COMPANY Commitment No.: 4708639, effective date: February 5, 2014 @ 11:00 PM, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
 - Accuracy:
The expected use of the land, as classified in the Minimum Technical Standards (5J-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
 - Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
 - Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
 - Contact the appropriate authority prior to any design work on the herein-described parcel for Building and Zoning information.
 - Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
 - The surveyor does not determine fence and/or wall ownership.
 - Ownership subjects to OPINION OF TITLE.
 - Type of Survey: ALTA/ NSPS LAND TITLE SURVEY.
 - The North arrow and Bearings shown hereon are based on an assumed bearing of S 00°06'50"W, along the East Right-of-Way line of N.W. 59th Avenue, and all other bearings are relative thereto.
 - Elevations shown hereon are relative to National Geodetic Vertical Datum (1929 Mean Sea Level).
 - Benchmark Used: Miami-Dade County Benchmark #N-452-R. Elevation = +8.49'
 - Flood Zone Data: Community/ Panel #120686/0116/L. Dated: 09/11/2009 Flood Zone: "AE" Base Flood Elevation= +6.0'
 - Present Zoning: IU-C
 - All visible surface evidence of improvements and utilities are shown hereon.
 - Area of Site: 466,527 square feet (10.71 +/- Acres)
 - Building Setbacks requirements (per traditional IU-C District):
Front: 15% of lesser dimension of frontage or 50 feet maximum
Rear: 5 feet from an industrial district
Side Street: 25 feet
Interior Side: 10 feet
 - Total Number of Parking Spaces: 614 Standard Spaces
15 Handicap Spaces
629 Total Spaces
- 21) This SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.

SURVEYOR'S CERTIFICATE:

THIS SURVEY CERTIFIED TO:

- MIAMI LAKES CENTER, LLC, a Florida limited liability company, as to an undivided 99% interest
- MIAMI LAKES AM, LLC, a Florida limited liability company, as to an undivided 1% interest
- ALLY BANK (ALLY CAPITAL in Hawaii, Mississippi, Montana and New Jersey), a Utah corporation, its successors and/or assigns, as their interest may appear
- GREENSPOON MARDER, P.A.
- CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items: 1 thru 4, 7a, 7b, 7c, 8, 9, 13, 14, 16, 17, and 20 of Table A thereof.
I further certify that this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.

For the Firm Royal Point Land Surveyors, Inc LB# 7282

- ☐ JACOB GOMIS, PROFESSIONAL SURVEYOR AND MAPPER L# 6231 STATE OF FLORIDA
☐ PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER L# 5680 STATE OF FLORIDA

ROYAL POINT
LAND SURVEYORS, INC.

6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL 33014 ** TEL. 305-822-6062 * 305-698-9468 FAX 305-827-9669
LB# 7282

MIAMI LAKES AM, LLC
5875 N.W. 163rd STREET, MIAMI LAKES, FLORIDA

DRAWN: J.G.

CHECKED: P.J.A.

SCALE: 1" = 50'

FIELD DATE: 10/18/2019

JOB NO.: RP19-1249

SHEET:

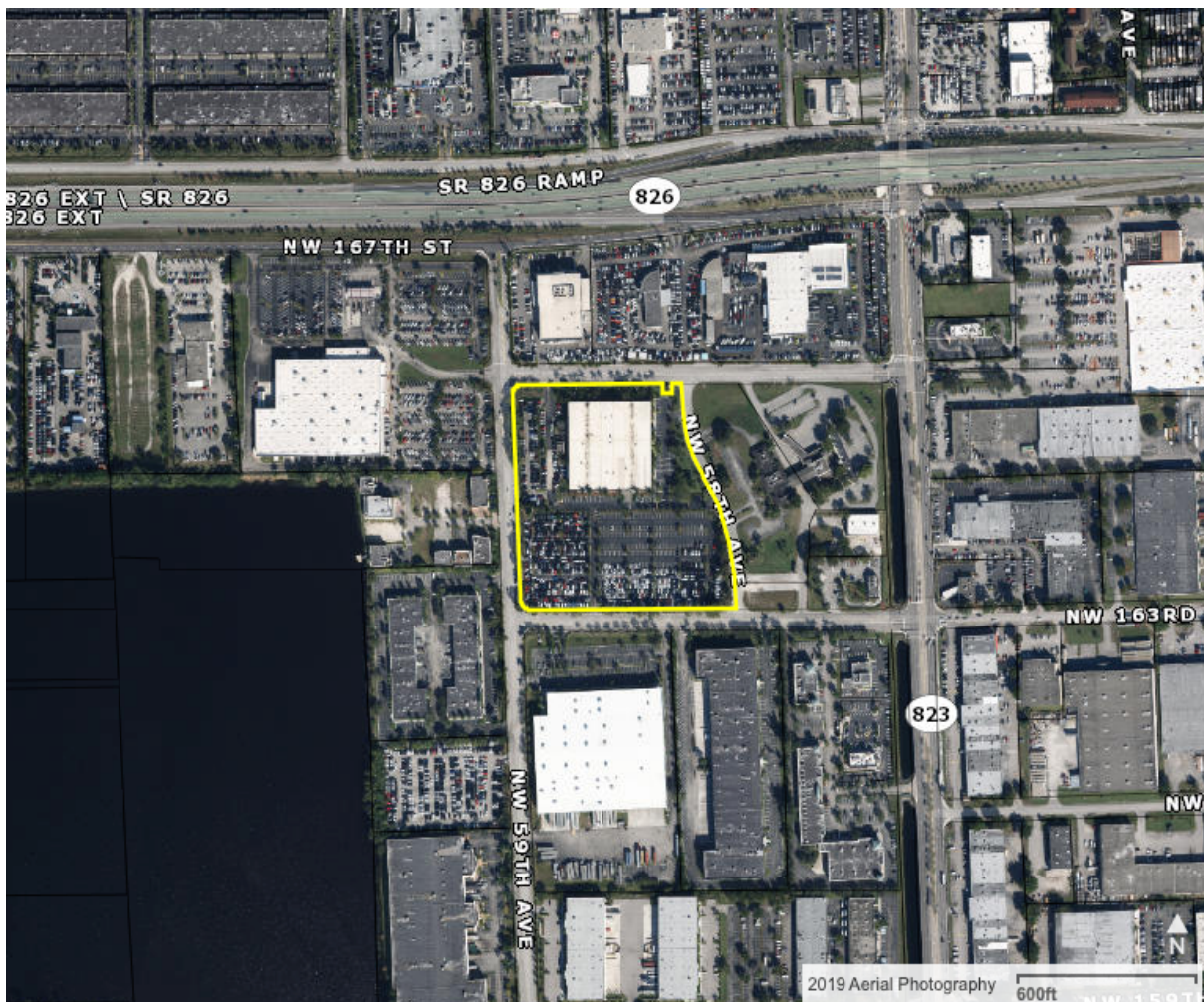
1

OF 1 SHEET



Southeastern College
Conditional Use Application
Letter of Intent

Miami Lakes Center LLC and Miami Lakes AM LLC (collectively “Applicant”) are the owners of the +/- 10.71 acre parcel located at 5875 NW 163rd Street within the Town of Miami Lakes, Miami-Dade County, Florida (“Town”) and whose folio number is 32-2013-015-0030 (“Property”). The Property is designated as Industrial and Office (“IO”) on the Town’s Future Land Use Map and is zoned Industrial District, Conditional (“IU-C”).





Adjacent to the Property are the following land uses and zoning districts:

	<u>Land Use Designation</u>	<u>Zoning District</u>
<u>North:</u>	Business and Office	BU-1A
<u>South:</u>	Industrial and Office	IU-C
<u>East:</u>	Industrial and Office	IU-C
<u>West:</u>	Business and Office/ Industrial and Office	IU-C/BU-2

Presently, the existing building on the Property encompasses +/- 147,588 square feet (two floors at 73,794 square feet per floor) and is occupied by the following uses:

<u>Floor</u>	<u>Use</u>
First Floor	Offices Clinic Vacant Space (Formerly Dade Medical College, which closed in 2016)
Second Floor	Offices

In 2011, the Town approved a conditional use application to allow Dade Medical College to operate a school on the Property pursuant to PZB NO: 2011-39. As a condition to this approval, Dade Medical College was restricted to a maximum student enrollment of 400 students with no more than 230 students on campus at any time.

The purpose of this application is to request the re-establishment and operation of a nonpublic educational facility ("School") on the Property in the IU-C zoning district pursuant to the Town's Code of Ordinances ("Code") Sections 13-303(c)(3) and (c)(4). Code Section 13-748 classifies nonpublic educational facilities as a conditional use subject to a public hearing and approval by the Town Council.

The Applicant has outgrown their current location and desires to relocate their existing campus in Miami Lakes to the Property, specifically in the same space previously occupied by Dade Medical College ("Project"), which has been vacant for the past four years. The Applicant



proposes reconfiguration of the interior space only, and no exterior improvements are proposed for the Project. To ensure the growth and success of the institution, the Applicant is also proposing a maximum student enrollment of 800 students (excluding online students) with no more than 350 students on campus at any time. Additionally, in the event that additional square footage becomes available for lease on the Property (“Future Expansion”), Applicant is requesting an approval in advance to increase the maximum student enrollment to a total of 1,200 students (excluding online students) only in connection with said Future Expansion.

	<u>User</u>	<u>Maximum Student Enrollment*</u> <i>*Excludes online students</i>	<u>Maximum Number of Students on Campus</u>
<u>Previously Approved Use</u>	Dade Medical College	400	230
<u>Proposed Use</u>	Southeastern College <i>(current student population = 422)</i>	800* (1,200* conditioned upon Future Expansion)	350 (550 conditioned upon Future Expansion)

The Applicant, Southeastern College (“College”), is a nationally accredited, private, and post-secondary institution with five campuses located in three states: Florida, North Carolina, and South Carolina. It has graduated nearly 20,000 students since inception, and currently serves approximately 1,300 students. Programs offered by the College include allied health, business, and information technology ranging from the diploma/certificate to bachelor degree level. The Sun Sentinel has recognized the College as a ‘Top Work Place’ for 2020.

Specifically, the College’s Miami Lakes campus was named the 2018 School of the Year by Florida Association of Post-Secondary Schools and Colleges (FAPSC) and was also recognized as the best school in Florida for its student outcomes. The College does not offer residential facilities on campus, and thus is not subject to the requirements enumerated in Code Section 13-785(c). The types of programs offered by the College are:

<u>Degree</u>	<u>Program</u>
Bachelors	Registered Nursing to Bachelors of Science in Nursing (RN to BSN)
Associates	Business Administration Medical Assisting



	Diagnostic Medical Sonography Registered Nursing Surgical Technology
Certificate/Diploma	Business Administration Medical Assisting Electronic Medical Billing and Coding (Online) Licensed Practical Nursing

The College's hours of operation are:

<u>Hours of Operation</u>	
Monday - Friday	7:45am – 11:00pm
Saturday	8:30am – 5:30pm

Classes are offered during day, which start and end at different times. Day classes can begin as early as 8:00am and end as late as 3pm. Evening classes begin after business work hours at different times. Evening classes begin as early as 6:00pm and end as late as 11:00pm. Classes can also be scheduled on the weekends.

Currently, the College's Miami Lakes campus serves 422 students. The demographics for this campus' student population are as follows:

<u>Type</u>	<u>Percentage</u>
Day Students (On-Site)	35%
Night Students (On-Site)	25%
Online (Not on-site)	25%
Clinical/Externship (Not on-site)	15%

<u>Ethnicity</u>	<u>Percentage</u>
Asian	3.9%
Black or African American	22%
Hispanic	54%
White	9%
Other	1.6%
Prefer Not to Respond	12.43%
Prefer to Self-Describe	2.3%



<u>Age Range</u>	<u>Percentage</u>
18-24	27%
25-34	48.6%
34-44	13.56%
45-54	6.78%
55+	2.82%

<u>Gender</u>	<u>Percentage</u>
Male	14.4%
Female	71.2%
Non-Binary	1.6%
Prefer Not to Say	11%
Prefer to Self-Describe	2.7%

The College is supported by its quality and hardworking staff and faculty and currently employs a total of 74 employees (44 full-time and 30 part-time). Among the 74 employees, 50 are teachers (21 full-time and 29 part-time/adjunct) and 24 are administrators.

See **Exhibit A** for additional information required for nonpublic educational facilities submitting an application in accordance with Code Section 13-785(d).



Justification for Conditional Use

Pursuant to the Town's Code Section 13-303(b)(3), a conditional use shall be permitted upon a finding by the Town Council (or designated Town Board) that the proposed use satisfies the following criteria:

- a. **Land use compatibility.** The conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts shall be compatible and harmonious with adjacent land uses and shall not adversely impact land use activities in the immediate vicinity. For purposes of a conditional use review, compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Compatibility of land uses is dependent on numerous development characteristics which may impact adjacent or surrounding uses. They include: type of use, density, intensity, height, general appearance and aesthetics, odors, noise, smoke, vibration, traffic generation and nuisances. Compatibility shall be measured based on the following characteristics of the proposed use or development in relationship to surrounding development in the immediate area:*
- 1. Permitted uses, structures and activities allowed within the land use category.*
 - 2. Building location, dimensions, height, and floor area ratio.*
 - 3. Location and extent of parking, access drives and service areas.*
 - 4. Traffic generation, hours of operation, noise levels and outdoor lighting.*
 - 5. Alteration of light and air.*
 - 6. Setbacks and buffers such as fences, walls, landscaping and open space treatment.*

Applicant's School is compatible and harmonious with adjacent land uses and does not adversely impact land use activities in the immediate vicinity for the following reasons:

- I. Land Use: The Project is compatible with other land uses in the immediate vicinity. Figure 1 below is a snapshot of the Town's Future Land Use Map. The Property is identified by a yellow star. As seen below, the Property is mostly surrounded by future land uses in the same category, IO, and two parcels with a Business and Office (BO) future land use. Both types of land

uses are complimentary rather than adverse, and thus can coexist in harmony with little to no conflicts with neighboring land uses.

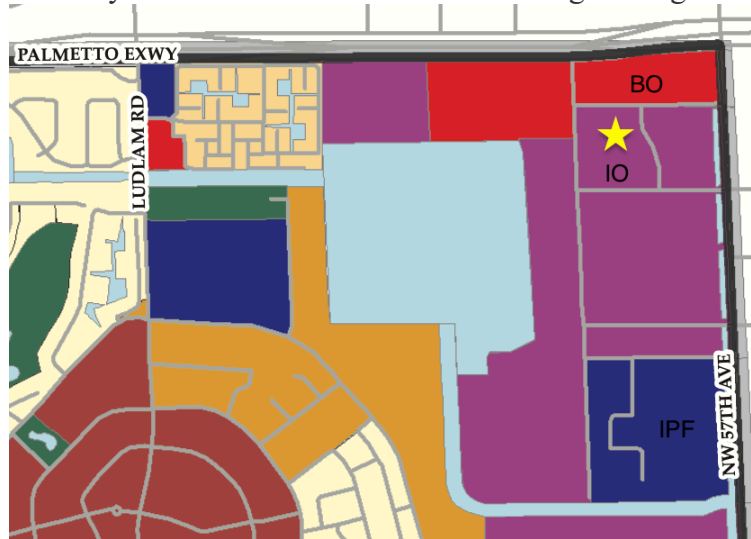


Figure 1. Future Land Use Map

- II. Zoning: The Project is compatible with other zoning districts in the immediate vicinity. Figure 2 below is a snapshot of the Town's Zoning Map. The Property is identified by a yellow star. As seen below, the Property is mostly surrounded by parcels zoned in the same category, IU-C, and two types of business districts – Limited Business District (BU-1A) and Special Business District (BU-2).

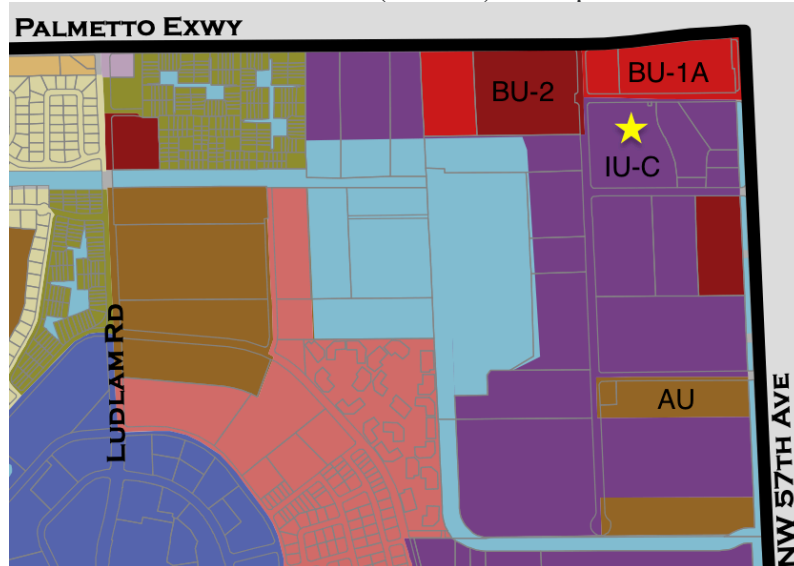


Figure 2. Zoning Map



- III. Permitted Uses, Structures, and Activities: Schools, like Applicant, are permitted by right in both the BU-1A and BU-2 zoning districts. To that point, there are several, non-residential schools located within a 3-mile radius of the Property, including Dade Christian School and Miami Lakes Educational Center & Technical College. Therefore, approving a conditional use for this Project in the IU-C zoning district is compatible and consistent with the neighboring business districts because there are similar permitted uses whose structures and activities are the same as Applicant's Project and will not adversely impact neighboring properties. Additionally, other uses located within adjacent business districts compliment Applicant's proposed use because College employees and students will be utilizing banks, restaurants, retail, gyms, and other consumer services in the surrounding area.
- IV. Building Location, Dimensions, Height, and Floor Area Ratio: The Project will be located in an existing building and in a space previously occupied by a School. No exterior improvements are proposed. Therefore, there are no compatibility issues with the proposed Project with regard to the building.
- V. Location and Extent of Parking, Access Drives, and Service Areas: A parking analysis dated June 11, 2020 and prepared by McMahon Associates, Inc. ("Parking Study") has been included with this application and reveals the following regarding off-street parking:

	<u>Minimum Required Per the Town's Code Section 13-1801</u>	<u>Provided/ Proposed</u>	<u>Surplus/ Shortage</u>
For All Uses on the Property	450	696	<i>Surplus of 246</i>
School Use Only	129	200	<i>Surplus of 71</i>
<u>Notes:</u> <ul style="list-style-type: none"> • Remaining Surplus of 175 Parking Spaces • Newly, proposed Parking Garage on the Property will have an <i>additional 1,254 parking spaces</i> on floors 2-6 			



- Code Section 13-204(18) provides an available waiver of up to 15% of off-street parking requirements for a single use where Applicant can demonstrate that differing hours of operations of existing businesses to justify such waiver. If granted, the Code required parking would equal 110 parking spaces, the School would still provide 200 parking spaces, and the surplus of parking spaces would equal 90.

Two hundred (200) parking spaces have been exclusively reserved for the College despite the Town's required 129 parking spaces. Furthermore, the demographics of day/evening/online/clinical students lessen the demand for parking spaces at any given time. Online students and clinical students generate zero demand for parking because both types of students are getting their instruction off-site. 35% of the current student population attends class during the day, which starts and ends at different times. 25% of students attend evening classes, which also start and end at different time. Also, the College is notable for its small class sizes (1:16 ratio of faculty/students). Furthermore, shared parking on the Property lessens the demand for parking. Multiple uses exist on the Property with differing hours of operations, particularly on nights and weekends.

The Parking Study concludes that the proposed parking exceeds the Town's minimum requirements despite the maximum student enrollment and that there will be a surplus of parking.

Moreover, the continuation or reemergence of COVID-19 is likely to convert the day and night students into online students. Finally, in the case of Future Expansion, the Property Owner has submitted a site plan application for the development of a multi-level parking garage, which will offer the Property an additional surplus of parking spaces.

- VI. Traffic Generation, Hours of Operation, Noise Levels, and Outdoor Lighting:
A traffic analysis dated June 11, 2020 and prepared by McMahon Associates, Inc. ("Traffic Study") has been included with this application and reveals the following regarding traffic:



Table 1 Trip Generation

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
DAILY								
APPROVED USE								
University/College	550	400 Students	T= 1.56 (X)	50%	50%	312	312	624
PROPOSED USE								
University/College	550	800 Students	T= 1.56 (X)	50%	50%	624	624	1,248
NET DIFFERENCE						312	312	624
AM PEAK HOUR								
APPROVED USE								
University/College	550	400 Students	T= 0.15 (X)	78%	22%	47	13	60
PROPOSED USE								
University/College	550	800 Students	T= 0.15 (X)	78%	22%	94	26	120
NET DIFFERENCE						47	13	60
PM PEAK HOUR								
APPROVED USE								
University/College	550	400 Students	T= 0.15 (X)	32%	68%	19	41	60
PROPOSED USE								
University/College	550	800 Students	T= 0.15 (X)	32%	68%	38	82	120
NET DIFFERENCE						19	41	60

(1) Source: ITE Trip Generation Manual, 10th Edition.

The purpose of the Traffic Study was to examine the traffic impacts of increasing the maximum student enrollment to 800 students compared to the previously approved maximum student enrollment of 400 students. As seen above, the comparison has resulted in an increase amounting to 624 daily trips 60AM peak hour trips and 60PM peak hour trips. This is equivalent to 1 additional vehicle per minute, which is not significant enough to adversely impact the traffic in this area. Because the IU-C zoning district is intended to serve high intensity uses, the School's hours of operations are compatible and will not adversely impact adjacent properties. The School's activities are contained in an enclosed facility, and thus does not produce any noise levels that would rise to the level of a nuisance. Finally, the School is proposed to be located in an existing building with outdoor lighting previously approved.

- VII. Alteration of Light and Air: This criterion is inapplicable. The School's activities are contained in an enclosed facility, and thus does not produce any alterations to light and air.



VIII. Setbacks and Buffers: This criterion is also inapplicable. The School is proposed to be located in an existing building with existing landscaping, setbacks, and buffers previously approved.

IX. Intensity: According to Code Section 13-619, the purpose of the BU-1A district is to provide for retail and service convenience facilities, which satisfy the essential and frequent needs of the adjacent residential neighborhood as well as the more specialized commercial facilities which may serve several neighborhoods. Code Section 13-635 states that the purpose of the BU-2 district is to provide for large-scale commercial and/or office facilities which service the needs of large urban areas. In comparison, Code Section 13-719 states that the purpose of IU-C is to provide for large industrial projects and industrial park developments, which produce a net gain to the community rather than an offensive or obnoxious impact. The Town's Code is clear that the IU-C zoning district was intentionally designed to accommodate high intensity uses. Applicant's Project is compatible in the IU-C and adjacent business districts because it is less intense than a large industrial project or industrial park development contemplated in the IU-C. Furthermore, a school use is not only a net gain to the community because it provides an essential need to residents of the Town, but also its operations are absent of any traditional nuisances (i.e., odors, smoke, vibration, etc.).

b. Sufficient site size, site specifications, and infrastructure to accommodate the proposed use. *The size and shape of the site, the proposed access and internal circulation, and the urban design must be adequate to accommodate the proposed scale and intensity of conditional use requested. The site shall be of sufficient size to provide adequate screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.*

The proposed School will be located within an existing, multi-use building on the Property, whose space was previously occupied by same use. Thus, the Property is already well equipped to accommodate the proposed use. The Property is also well equipped to accommodate the proposed intensity for the following reasons: first, it is located in a zoning district designed for uses with much higher intensities, such as industrial uses that can generate noise and odors, hazardous uses such as explosives and fireworks, restaurants, auditoriums, car dealerships, hotels, hospitals, heliports, passenger/freight stations/terminals, motion picture/television studios, and zoos.



Second, the proposed maximum number of students on campus at any given time is well below the maximum occupancy load for the space leased by the Applicant. Third, there is surplus parking both provided parking as well as shared parking. As such, the Property can accommodate this type and intensity of use without any additional infrastructure modifications. The existing conditions of the site coupled with the newly proposed parking garage are sufficient to support the scale and intensity of the conditional use requested.

- c. **Compliance with the Comprehensive Plan and this chapter.** The conditional use shall comply with environmental, zoning, concurrency and other applicable regulations of this chapter, and shall be consistent with the Comprehensive Plan.*

The proposed School will comply with the environmental, zoning, concurrency, and other applicable regulations, and is consistent with the Comprehensive Plan.

- d. **Proper use of mitigative techniques.** The conditional use and site plan shall incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.*

The majority of the Property's surrounding area share the same land use and zoning as the proposed use, which is inherently compatible. Land uses and zoning districts differ in just the north and northwest adjacent properties, and yet are still compatible because their land uses are complimentary. Thus, all of the land uses and zoning districts surrounding the Property are harmonious with the proposed use. As previously mentioned throughout this justification, the School's activities are less intense than other permitted uses and are contained in an enclosed facility, thereby eliminating any potential for traditional nuisances. Also, the operations of the School and the demographics of the its student population lessen the demand for traffic and parking on site. Thus, the Traffic Study and Parking Study conclude that the Property is sufficient to accommodate the proposed use and thus not create an adverse impacts to adjacent properties in terms of traffic and parking.



-
- e. **Hazardous waste.** No conditional use which generates hazardous waste or uses hazardous materials shall be located in the Town unless the specific location is consistent with the Comprehensive Plan and Land Development Code, and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources, as may be applicable now or in the future. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation unless the Town Council, designated Town Board or Administrative Official, as applicable, approves conditions requiring mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The mitigation plan and conditions imposed by the Town Council, designated Town Board or Administrative Official, as applicable, shall provide for appropriate identification of hazardous waste and hazardous material, and regulate its use, storage and transfer consistent with best management principles and practices as required by the appropriate permitting agencies.*

This criterion is inapplicable. This type of School use does not generate any hazardous waste or materials.

For all of the reasons enumerated above, the Applicant respectfully requests approval of its conditional use application to establish and operate a School on the Property in the IU-C zoning district pursuant to the Town's Code of Ordinances ("Code") Sections 13-303(c)(3) and (c)(4).



EXHIBIT A

Code Section 13-785(d) – Required Information. Applications for a nonpublic educational facility shall include the following information:

	<u>Required Information</u>	<u>Applicant Response Provided</u>
(1)	Total size of the site;	<u>Property:</u> +/- 147,588 square feet or +/- 10.71 acres <u>Square Footage leased by the College:</u> 39,971 square feet
(2)	Maximum number of students to be served;	800 (excluding online students) 1,200 (Subject to Future Expansion and excluding online students)
(3)	Number of teachers and administrative and clerical personnel;	74 employees (44 full-time and 30 part-time) ↳ 50 teachers (21 full-time and 29 part-time/adjunct) ↳ 24 administrators
(4)	Number of classrooms and total square footage of classroom space;	<u>Number of Classrooms:</u> 15 <u>Total Square Footage of Classroom Space:</u> 9,472
(5)	Total square footage of nonclassroom space;	Labs: 4,159 square feet Offices: 5,393 square feet Administration: 3,783 square feet Lecture Hall: 1,790 square feet
(6)	Amount of exterior recreational/play area in square footage;	Not applicable pursuant to Code Section 13-785(g)



(7)	Number and type of vehicles that will be used in conjunction with the operation of the facility;	Not applicable; the School does not utilize any type of School vehicle used in conjunction with the operation of the facility
(8)	Number of parking spaces provided for staff, visitors, and transportation vehicles, and justification that those spaces are sufficient for this facility;	200 (see parking study included with this application submittal)
(9)	Grades or age groups that will be served;	Postsecondary (ages 18 and up)
(10)	Days and hours of operations;	Monday – Friday / 7:45am – 11:00pm Saturday / 8:30am – 5:30pm
(11)	Means of compliance with requirements by the Miami-Dade County Fire Department, Miami-Dade County Department of Public Health, the Department of Health and Rehabilitative Services, and any federal guidelines applicable to the specific application.	Applicant will comply with all city, county, and state requirements as applicable and pursuant to the licensing requirements for private colleges.
(12)	Graphic Information, less than 50 students.	This provision is not applicable because Applicant serves more than 50 students.
(13)	Graphic information, 50 or more students. The following graphic information shall be prepared by design professionals, such as registered Florida architects and landscape architects, for proposed facilities with 50 or more students. a. A plan indicating existing zoning on the site and adjacent areas. b. A site plan indicating the following: 1. Location of all structures;	Included in this conditional use application submittal are the following: <ul style="list-style-type: none"> • Site Plan; • Floor Plan of College only; and • Landscape Plan.



KEISER LEGAL

	<ul style="list-style-type: none">2. Parking layout and drives;3. Walkways;4. Location of recreation areas and play equipment which shall include surrounding fences and/or walls;5. Any other features which can appropriately be shown in plan form. <ul style="list-style-type: none">c. Floor plans and elevations of all proposed structures.d. Landscape development plan listing quantities, size, and names of all plants in accordance with Chapter 18A of the Code [of Miami-Dade County].	
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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: Ed Pidermann, Town Manager

Subject:

HEARING NUMBER:	COND2020-0300
APPLICANT:	Bar Education, Inc
FOLIO:	32-2013-015-0030
PROJECT LOCATION:	5875 NW 163 ST, Miami Lakes, FL 33014
ZONING:	IU-C
FUTURE LAND USE:	Industrial
Date:	JULY 14, 2020

A. REQUEST(S)

In accordance with Section 13-304(h) of the Town of Miami Lakes Land Development Code (LDC), Bar Education, Inc (the "Applicant") is requesting Conditional Use Approval to Conditional Use to operate a College.

B. SUMMARY

The applicant is requesting a Conditional Use to operate a private university at the facilities previously occupied by Miami Dade College, which have been unoccupied for several years. As per the submitted Letter of Intent, the applicant proposes a phased increase in occupancy, starting with 800 students within the space currently available for occupation, and expanding to 1200 at a future date when additional square footage in the building becomes available for lease. Due to scheduling of day and evening classes, the applicant states in the Letter of Intent that no more than 350 students would be present in campus at any one time during the initial phase and 550 when and if additional space is leased.

Since the building is already suited for the proposed used, no construction is proposed at this time. Required parking is existing and sufficient at this time and will be relocated to the garage structure currently planned by the landlord to be located immediately south of the building.

The property is currently zoned IU-C, Industrial Use Conditional, and the Future Land Use designation is Industrial and Office.

For further reference regarding details of the proposed operation, including parking analysis, staffing, hours of operation, and student shifts, please refer to the Letter of Intent submitted by the applicant, and hereby attached as an exhibit to this report.

C. STAFF RECOMMENDATION

It is recommended that the Town Council approve the application for Conditional Use, subject to the following conditions:

1. The project shall be developed in substantial compliance with the submitted plans and letter of intent.
2. At the time of Certificate of Use, the number of students enrolled shall be limited to 800, excluding online only students, with a maximum of 350 students on campus at anyone time. If and when the applicant engages additional square footage and wishes to expand enrollment beyond 800, an amendment to this conditional use will be required to be processed administratively.
3. Prior to the issuance of a certificate of use, all required impact fees, including Mobility Fees, must be paid in full.
4. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
5. The Applicant shall obtain all required building permits and/or certificates of use, within one (1) year of the date of this approval. If all required building permits and/or certificates of use are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
6. Compliance with all other applicable laws not specifically identified herein.
7. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

D. BACKGROUND

Zoning District of Property: IU-C – Industrial Use Conditional

Future Land Use Designation: Industrial Office

Subject Property:

The subject property is an existing 152,526 square foot¹ office building located on the southeast corner of 59th Avenue and 163rd street, of which the applicant proposes to occupy 39,971 square feet. The property is 10.71 Acres zoned IU-C, and the future land use is Industrial Office.

¹ Per the property appraiser's files

Surrounding Property:

	Land Use Designation	Zoning District
North:	Business Office	BU-2 – Special Business District
South:	Industrial Office	IU-C – Industrial Use Conditional
East:	Industrial Office	IU-C – Industrial Use Conditional
West:	Industrial Office	IU-C – Industrial Use Conditional

Subject Property Location Map:



E. ADJACENT MOBILITY PROJECTS

On April, 25, 2016, the Town Council of the Town of Miami Lakes adopted Ordinance No. 16-192, establishing the Town's Mobility Fee Program. The program is a replacement for traditional transportation concurrency review as provided for by Florida Statutes, and seeks to enhance internal Town mobility through the use of several modalities. The comprehensive approach identifies specific projects throughout the Town, all aimed at improving traffic and mobility

improvements. The projects identified below have been adopted by the Town Council as part of that initiative and are described herein due to their adjacency to the proposal that is the subject of this report.

Initiative: Freebee Extension Services to Regional Transit.

Status: Town secured funding from FDOT for FY 2020. The Town is extending the Freebee transportation services for commuters within the Town of Miami Lakes or adjacent municipalities. The program is intended to connect passengers from two Park-and-Ride locations: (1) Town Hall, and (2) Picnic Park West, to the Palmetto Metrorail Station during peak hours from 6:00 AM to 9:00 AM, and 4:00 PM to 7:00 PM.

Initiative: 59th Avenue Roadway Extension.

Status: Town secured funding through grants from FDOT and is coordinating with Miami-Dade County Public Works and Transportation to secure funding through Miami-Dade County road impact fees. The project is in the design and land acquisition phase.

F. OPEN BUILDING PERMITS/CODE COMPLIANCE CASES

There are currently no open code violations for his property.

G. ZONING HISTORY

PZB 2011-39 was approved in 2011, issuing a Conditional Use to allow Dade Medical College to operate a higher education institution with 400 enrolled maximum students and no more than 230 students on campus at any one time. These limits were self-imposed by the applicant at the time and were not forced by the capacity of the facilities.

H. ANALYSIS

1. Land Use Compatibility.

Analysis: The college is proposed to occupy an existing space previously vacated by Dade Medical College. The building is located in an IU-C zoned district characterized by light industrial uses, office buildings, and in the adjacent Business district, big box stores and car dealerships. College and educational institutions are an allowable use within the IU-C zoning provided they obtain a conditional use.

Finding: Conditionally complies provided conditional use is approved by the Town Council.

2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use.

Analysis: See sections B and D above. The existing building has housed a similar use in the recent past. As presently proposed, the college requires 129 parking spaces, which are amply provided by existing surrounding parking. The applicant's landlord is

proposing a new parking structure on the parking area to the South, by which the parking availability will be further expanded.

Finding: Complies

3. Compliance with the Comprehensive Plan and Land Development Code.

Analysis: Per Policy 1.1.2 of the Comprehensive Plan, Industrial and Office (IO) Land Use Designation accommodates a full range of industrial and office uses; educational institutions are allowed as conditional uses.

Finding: Conditionally complies after approval of this application.

4. Proper Use of Mitigative Techniques.

Analysis: As per the submitted letter of intent, the applicant has extensive experience running campuses that integrate various educational shifts as well as online education, and as such, Staff sees the procedures outlined by the applicant in the Letter of Intent, hereby attached, to be sufficient.

Finding: Complies

5. Hazardous Waste.

Analysis: there are no hazardous materials nor hazardous wastes associated with this use.

Finding: Complies.



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Edward Pidermann, Town Manager

Subject: FY 2020-21 Tentative Millage, Proposed General Fund Budget, and Budget Hearing Dates

Date: July 14, 2020

Recommendation

It is recommended that Town Council approve a tentative millage rate for Fiscal Year 2020-21 at 2.3127 mills, which is \$2.3127 per \$1,000 of assessed property value. This is the same millage rate as adopted for the current year, and it remains one of the lowest in Miami-Dade County. The proposed millage rate is expected to yield \$7,990,628 in ad valorem revenue at 95% of value based on the July 1, 2020 estimated Property Tax Roll, as provided by Miami-Dade County Property Appraiser.

In conjunction with the proposed millage rate, this resolution submits a summary of the highlights to the FY 2020-21 Proposed General Fund Budget which include revenues the Town expects to receive and the planned areas where the money will be spent.

This resolution also sets the budget hearing dates for the Town. Florida Statute requires local governments to hold two public budget hearings and precludes municipalities from conducting these hearings on the same day as Miami-Dade County School Board (July 29th and September 9th) and Miami-Dade County (September 3rd & 17th). We therefore recommend holding the Town's First Budget Hearing on **Tuesday, September 8, 2020 at 7:30 p.m.**, and the Second Budget Hearing on **Tuesday, September 22, 2020 at 7:30 p.m.** at Miami Lakes Government Center, Council Chambers.

Prior to the two Public Budget Hearings in September, the Town will hold a sunshine meeting on August 19, 2020 at which time all other Funds will be presented.

Background

As the Town enters its eighth year of economic growth attributed to increasing property values and new development, the positive effects of prudent financial decisions over the last few years

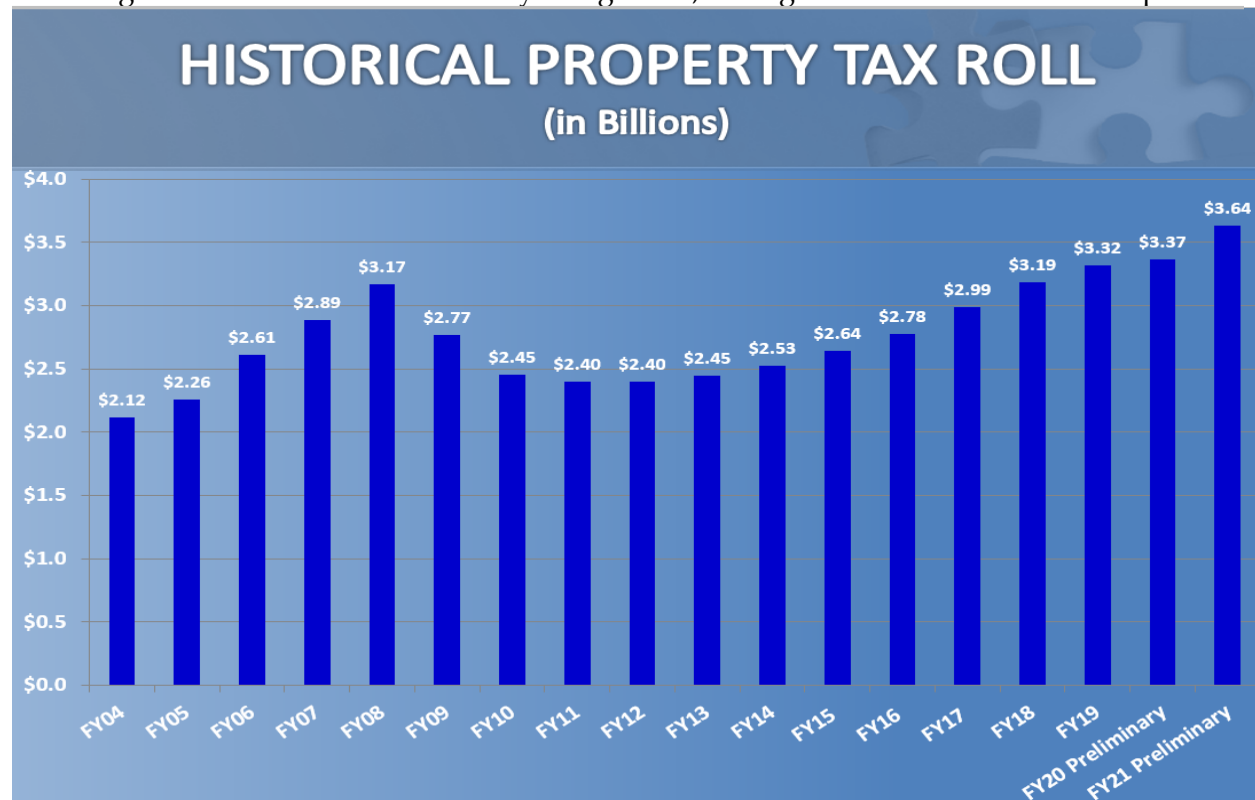
have allowed us to invest in stormwater infrastructure improvements, enhanced communication and transparency, police resources to accommodate a growing population, beautification projects and improved response times to requests for service through technologies and process improvement.

The Town's economic development goal is to reinforce, strengthen and promote the livability and sustainability of our neighborhoods, commercial and industrial areas in the face of the current economic climate and changing needs of the population. The Town's financial position will continue to remain strong with continued development, as property values increase and generate more property tax revenues.

Property Tax Roll Value

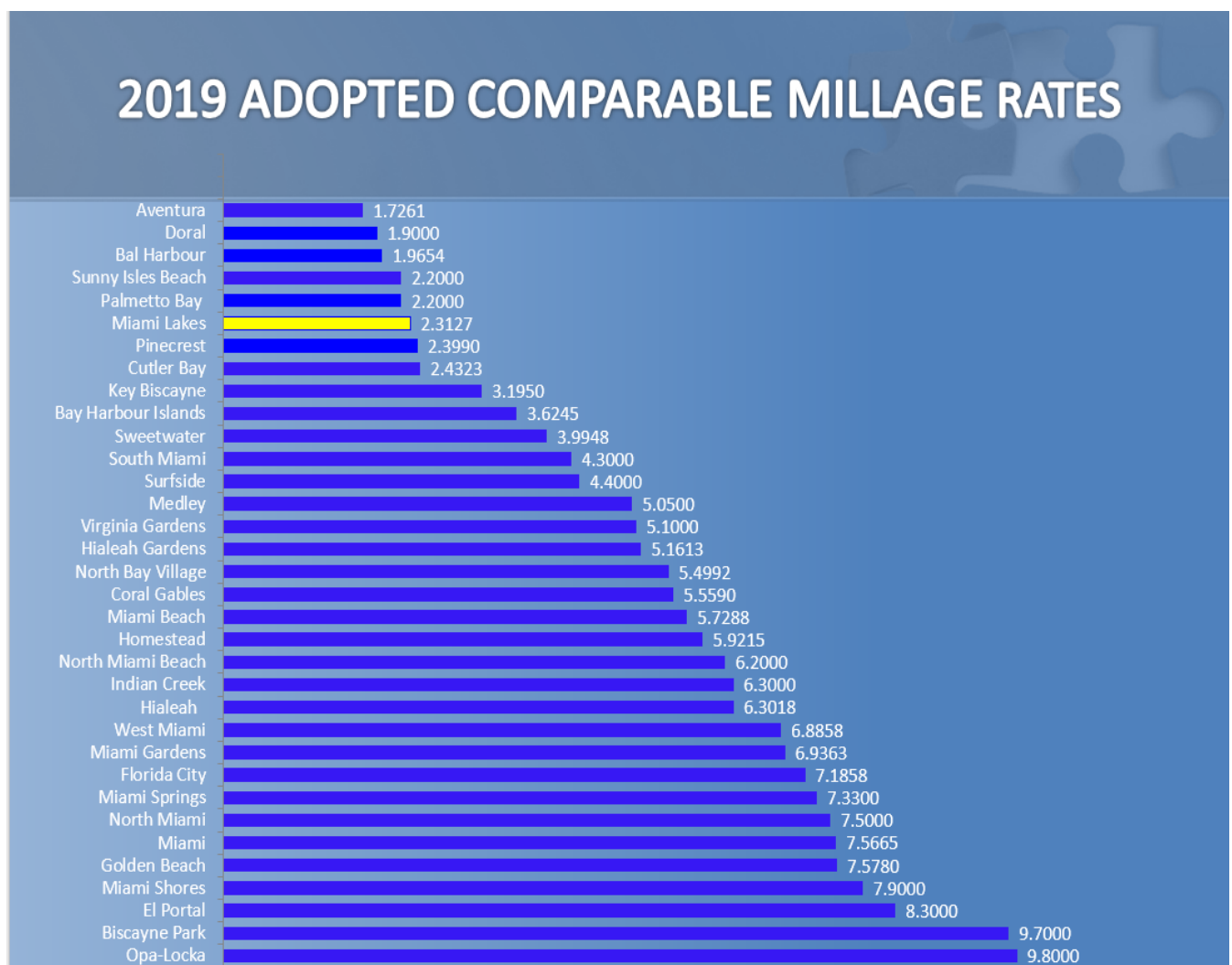
The estimated roll value from Miami-Dade County Property Appraiser on July 1, 2020 reflects a gross taxable value of \$3,636,955,722, which includes an increase of \$160,033,451 in new construction and improvements. As compared to the certified taxable value for the previous year of \$3,365,592,016, the July 1, 2020 figures shows an increase of \$271.3 million or 8.1%, a positive economic indicator of the continued increase in both residential and commercial property developments.

As seen in the graph below, Property Tax Roll value has been steadily on the rise since FY 2014 reflecting continuous economic recovery and growth, the highest since the Town's incorporation.

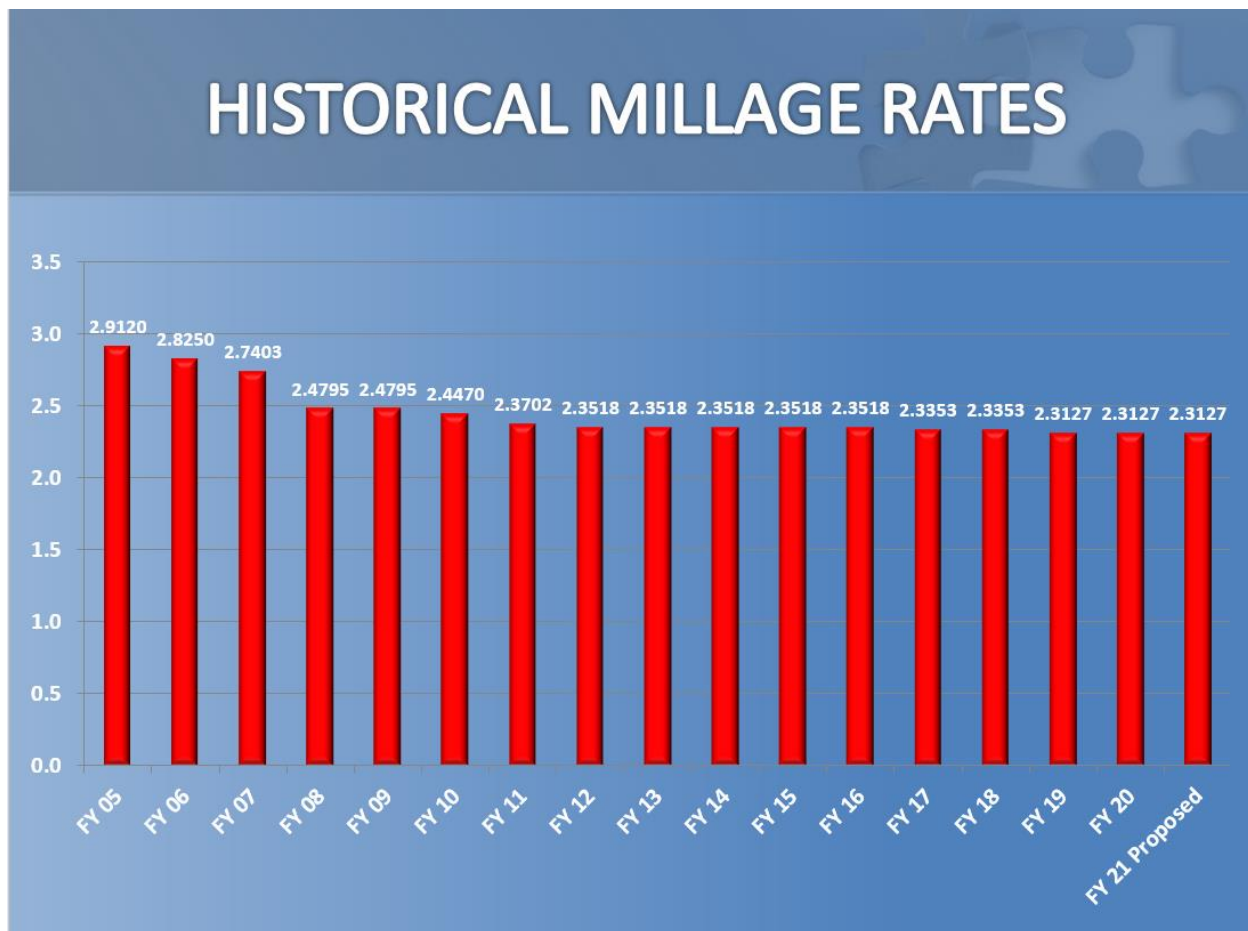


Millage Rate

The Town's current year adopted millage rate is the sixth lowest millage rate among the thirty-four municipalities in Miami-Dade County, and well below the statutory limit of 10.0 mills. Since its first year of incorporation, the Town has steadily reduced the millage rate, and maintained the same low rate from 2012 for five consecutive years. In 2017, the millage rate was reduced to 2.3353 mills for two consecutive years, and in 2019 the millage rate was further reduced to an all-time low of 2.3127 mills. For FY 2021, the Proposed Budget provides for no increase to the millage rate, remaining unchanged at 2.3127 mills for the second consecutive year.



The chart below depicts the Millage Rate since the Town's incorporation.



Rolled-Back Rate

Based on the proposed millage rate of 2.3127, the rolled-back rate for FY 2021 is 2.2094. The rolled-back rate would provide less ad valorem tax revenue as was levied during the prior year exclusive of new construction and improvements. The proposed millage rate of 2.3127 is 4.68% higher than the current year aggregate rolled-back rate. The State Department of Revenue required methodology for calculating the rolled-back rate uses the roll value after the Value Adjustment Board action. The Town's prior year final gross taxable value is \$3,321,693,913, which is \$43.8 million less than the preliminary July 1st base roll figure of \$3,365,592,016. The rolled-back rate would generate \$356,912 less in ad valorem revenue as compared to the proposed rate of 2.3127.

Ad Valorem Revenue

The FY 2020-21 Budget was developed using the proposed millage rate of 2.3127. This millage rate will generate property tax revenues or ad valorem (calculated at 95% for budget purposes) in the amount of \$7,990,628. The impact is approximately \$596,204 or 8.1% increase in ad valorem revenue for the General Fund.

FY 2020-21 PROPOSED GENERAL FUND BUDGET

The proposed budget is a deliberate balance of revenues and expenditures prepared in accordance with the State of Florida's Truth in Millage process and best serves the Town's prioritization for provision of core services and the Council's Strategic Plan Initiatives. We were able to balance this fiscal year's budget with recurring revenues, which allowed us to maintain high service levels to our residents.

The total FY21 Proposed General Fund Budget is \$17,647,517, an overall increase of \$287,525 or 1.66% as compared to the FY2020 adopted budget. This is a direct result of a full year of FPL Franchise Fee revenues, increase property value and maintaining high levels of service to our residents.

In addition, this year's budget provides funding for infrastructure renewal and replacement, increases to FRS, group health insurance costs, as well as general and run-off elections costs.

The Budget includes \$198,700 carry-over from the prior year which represents the balance from the litigation reserve. It should be noted that the Budget excludes the unassigned fund balance which is discussed later in this memorandum.

FY2020-21 Proposed General Fund Budget
July 14, 2020

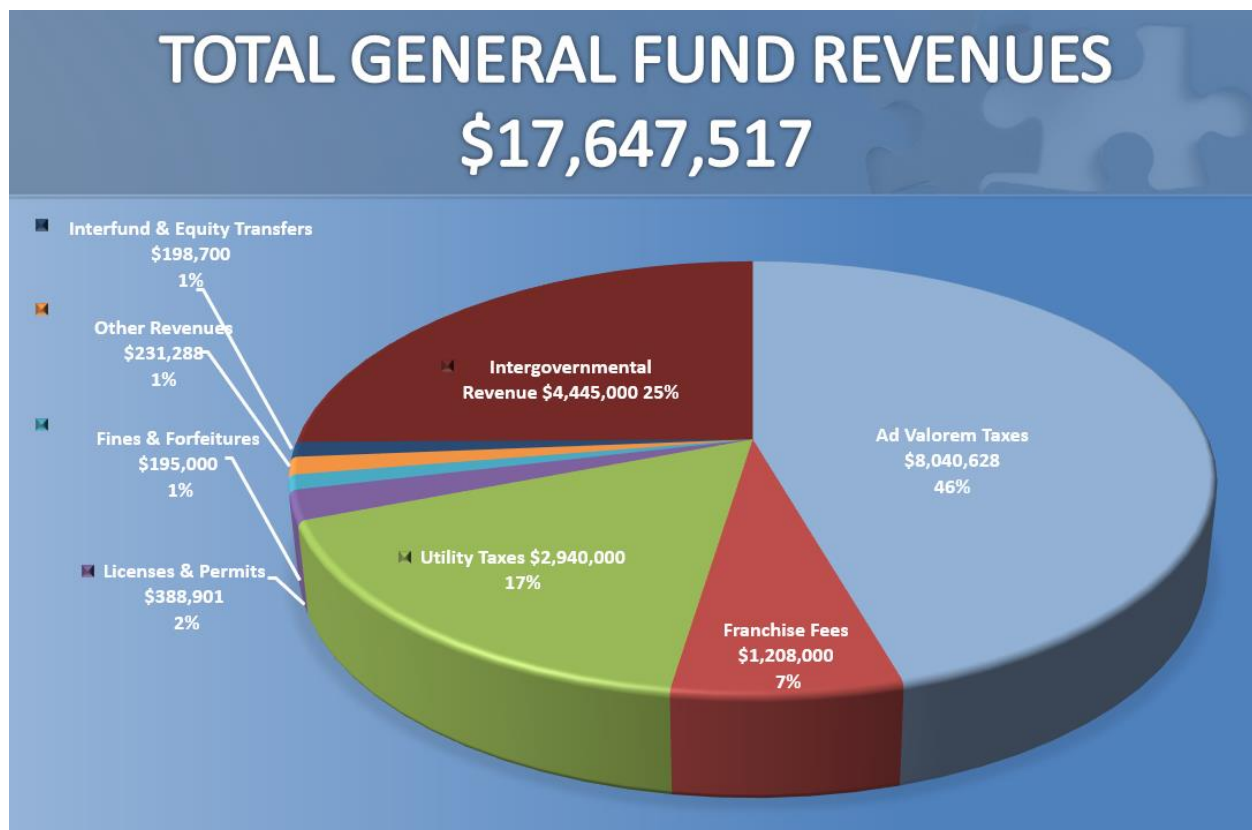
A summary of the General Fund Budget is presented below comparing FY2021 Proposed Budget to FY2020 Adopted Budget.

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	FY2020-21 PROPOSED VS FY2019-20 ADOPTED	% CHANGE
Revenues							
Ad Valorem Taxes	\$7,148,392	\$7,444,424	\$7,444,424	\$7,175,267	\$8,040,628	\$596,204	8.01%
Franchise Fees	\$1,130,788	\$390,000	\$390,000	\$390,000	\$1,208,000	\$818,000	209.74%
Utility Service Tax	\$2,860,586	\$2,889,601	\$2,889,601	\$2,980,725	\$2,940,000	\$50,399	1.74%
Communications Service Tax	\$1,130,732	\$1,181,000	\$1,181,000	\$1,096,458	\$1,100,000	(\$81,000)	-6.86%
State Revenue Sharing	\$788,227	\$807,000	\$807,000	\$752,494	\$807,000	\$0	0.00%
Alcoholic Beverage License	\$17,795	\$20,000	\$20,000	\$15,620	\$20,000	\$0	0.00%
Half-cent Sales Tax	\$2,431,403	\$2,518,000	\$2,518,000	\$2,323,679	\$2,518,000	\$0	0.00%
Grants / FEMA Reimbursement	\$8,079	\$0	\$0	\$0	\$0	\$0	0.00%
Permits & Fees (Non-Building Dept.)	\$442,283	\$424,500	\$424,500	\$398,640	\$388,901	(\$35,599)	-8.39%
Fines & Forfeitures	\$195,519	\$185,000	\$185,000	\$207,261	\$195,000	\$10,000	5.41%
Miscellaneous Revenues	\$386,602	\$306,650	\$306,650	\$272,840	\$231,288	(\$75,362)	-24.58%
Sub-total Recurring Revenues	\$16,540,406	\$16,166,175	\$16,166,175	\$15,612,984	\$17,448,817	\$1,282,642	7.93%
Interfund Transfers	\$50,623	\$420,000	\$551,551	\$551,551	\$0	(\$420,000)	-100.00%
Transfers In	\$0	\$431,317	\$431,317	\$431,317	\$0	(\$431,317)	-100.00%
Prior Year Carry-Over Funds	\$1,275,000	\$342,500	\$489,160	\$489,160	\$198,700	(\$143,800)	-41.99%
Sub-total Other Revenues	\$1,325,623	\$1,193,817	\$1,472,028	\$1,472,028	\$198,700	(\$995,117)	-83.36%
Total Revenues	\$17,866,029	\$17,359,992	\$17,638,203	\$17,085,012	\$17,647,517	\$287,525	1.66%
Expenditures							
Town Mayor & Council	\$364,060	\$361,608	\$361,608	\$360,512	\$377,060	\$15,452	4.27%
Town Clerk	\$232,765	\$206,247	\$206,247	\$208,987	\$268,088	\$61,841	29.98%
Town Attorney	\$257,448	\$215,000	\$358,800	\$344,110	\$215,000	-	0%
Administration	\$1,819,261	\$1,847,603	\$1,922,355	\$1,919,254	\$1,931,389	\$83,786	4.53%
Police & School Crossing Guards	\$8,658,557	\$8,817,140	\$8,817,140	\$8,771,374	\$8,662,050	(\$155,090)	-1.76%
Planning & Zoning	\$239,069	\$245,304	\$245,304	\$218,935	\$224,515	(\$20,789)	-8.47%
Code Compliance	\$302,672	\$312,054	\$312,053	\$313,748	\$327,049	\$14,995	4.81%
Parks & Recreation	\$2,492,565	\$2,724,556	\$2,752,205	\$2,618,417	\$2,720,714	(\$3,842)	-0.14%
Community Outreach & Engagement	\$335,687	\$332,324	\$332,325	\$335,074	\$384,761	\$52,437	15.78%
Committees'	\$319,077	\$194,100	\$225,914	\$216,441	\$184,100	(\$10,000)	-5.15%
Public Works	\$1,069,732	\$1,280,600	\$1,280,599	\$1,239,013	\$1,251,054	(\$29,546)	-2.31%
QNIP	\$48,855	\$141,194	\$141,194	\$141,194	\$141,194	-	0.00%
Non-Departmental	\$9,722	\$382,500	\$238,700	-	\$482,477	\$99,977	26.14%
Sub-total Expenditures	\$16,149,470	\$17,060,230	\$17,194,444	\$16,687,057	\$17,169,451	\$109,221	0.64%
Transfers Out	\$1,227,399	\$299,764	\$443,759	\$380,796	\$478,066	\$178,302	59.48%
Total Expenditures	\$17,376,869	\$17,359,992	\$17,638,203	\$17,067,853	\$17,647,517	\$287,525	1.66%
Excess (Deficiency) of Revenues over Expenditures	\$489,160	\$0	\$0	\$17,159	\$0	\$0	0%

FACTORS AFFECTING FY 2020-21 PROPOSED BUDGET

I. REVENUES

General Fund Revenues are primarily unrestricted in nature and fund a variety of services including town administration, police patrol, public works, community outreach and parks services. Property Taxes remain the Town's largest revenue source, comprising 45.6% of FY2021 budgeted General Fund revenues, followed by Intergovernmental Revenues (i.e. Half-Cent Sales Tax, Communications Services Tax and State Revenue Sharing) at 25.2%, followed by Utility Services Taxes 16.7%, Permits and Fees 2.2% and the remainder from Fines and Forfeitures and other miscellaneous revenues.



In May 2020, the Franchise Fee contract with Miami Dade County and FPL expired which represented an estimated revenue loss of \$1.2 million to the Town under that contract. To make up the significant revenue loss in the prior year (FY2019-20) the Council approved a one-time transfer from the MLOP Capital Fund (\$420,000) and a one-time transfer from reserve fund balance (\$431,317). This budget considers a full year of FPL Franchise Fee surcharge at 3% making up for the one-time revenue sources from the prior year.

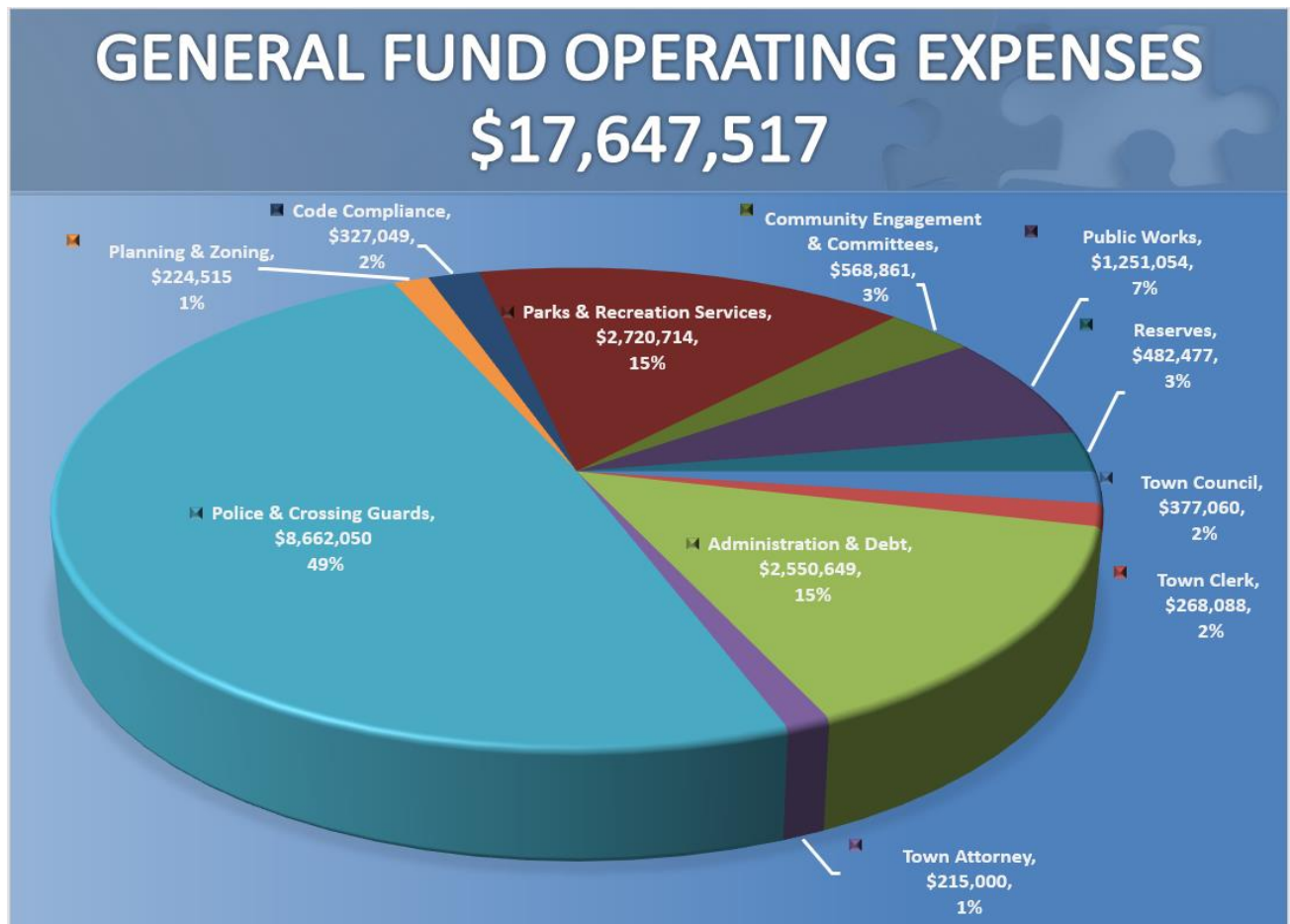
The total revenues available for allocation in FY2021 General Fund Budget is \$17,647,517 which represents an increase of 287,525 or 1.66% as compared to FY2020 adopted budget. This is

primarily the result of increased property values and a full year of an FPL Franchise Fee surcharge at 3%.

All other revenue categories including, permits and fees, and other miscellaneous revenues have conservative revenue variances. Intergovernmental revenues currently remain static as estimates are expected in mid to late July from the State. Changes to these revenues are expected due to the onset of Covid19.

II. EXPENSES

The FY2021 Proposed Expense Budget is \$287,525 or 1.66% more than the prior year's adopted budget. Many of the Town's services are provided through negotiated service contracts, public safety being the leading expenditure accounting for 49.08% of the Town's total spending and provided through a contract with Miami-Dade County.



The significant changes affecting the Proposed Budget are described below:

- **Staffing** – The General Fund Budget includes 33.5 full-time equivalent positions, 6 part-time, 8 seasonal and 7 part-time seasonal positions. Currently there are 3 vacant positions which include a Procurement Specialist, CIP Manager, and a Zoning Official. At this time, the Town will defer filling these vacancies therefore creating a savings to our General Fund budget. This budget includes converting a part-time Marketing and Digital Services Specialist to a full-time position.

In keeping with the business model of the Town, we continue to maintain a small professional staff with core competencies in specialized areas and contract out many of the service delivery functions when it provides long-term savings to do so.

- **Merit and Cost of Living** – As a result of salary surveys conducted in 2017, an employee retention plan was developed which provided for a 2% cost of living adjustment in 2017 and 2018. An across the board adjustment for additional compensation or cost of living increase of 2.36% was assumed in FY 2019 and a 3% in FY2020. **At this time, no cost of living adjustment is proposed in FY 2021.**
- **FRS Contribution** – The Florida Retirement System employer contribution rate increased from 8.47% to 10.00% for regular employees as of July 1, 2020.
- **Group Health Insurance** – Based on prior years' trend, we are anticipating a 10% increase in group health insurance premium.
- **Election Cost** – Funds have been allocated for the cost of piggybacking on Miami-Dade County's November 3, 2020 general election for 4 seats on the Council (\$13,706) and subsequent run-off election (\$47,134).
- **Committees** – If approved, the total Committees' budgets remain static, apart from the Special Needs Advisory Board, which receives funding from the Mayor's Gala donations. The FY 2021 budget provides for a total allocation of \$184,100 to the Committees.
- **Police Services** – The Police Department's Budget which includes contracted police patrol services and the school crossing guards, represents 49.08% of the Town's total General Fund Budget.

The chart below is a summary of net change for Police Patrol Services:

POLICE PATROL SERVICES	FY 2019-20 AMENDED BUDGET	FY 2019-20 YEAR-END PROJECTION	FY 2020-21 PROPOSED BUDGET	NET CHANGE FY20 AMENDED VS. FY21 PROPOSED	
- Police Salaries	\$4,722,257	\$4,679,537	\$4,666,926	(\$55,331)	-1%
- Overtime	340,000	363,285	365,000	\$25,000	7%
- Social Security	290,008	393,734	286,416	(\$3,592)	-1%
- Retirement	1,086,783	1,307,724	1,041,071	(\$45,712)	-4%
- Group Health Insurance	714,000	703,242	688,500	(\$25,500)	-4%
- Other fringe benefits	240,092	(68,665)	248,831	\$8,739	4%
Total Personnel Services	7,393,140	7,378,856	7,296,744	(\$96,396)	-1%
Fleet Maintenance & Operations	534,498	523,222	531,329	(\$3,169)	-1%
Insurance	279,300	278,324	279,300	\$0	0%
County Overhead Cost	496,062	470,212	428,627	(\$67,435)	-14%
TOTAL PATROL SERVICES	\$8,703,000	\$8,650,614	\$8,536,000	(\$167,000)	-1.9%

- **Legal Fee Settlement/Reserves** – A reserve for the potential settlement of legal fees in the case of Michael Pizzi vs town of Miami Lakes is included in Non-Departmental. This amount is the balance carried over from the prior year's reserve for legal fees. (\$198,700).
- **Inter-fund Reimbursements** – During the normal course of business, the General Fund provides administrative, legal, accounting and technical support to the proprietary and special revenue funds. As such, these Funds reimburse the General Fund a percentage of total cost for services provided, which is shown as an offset to salaries in Administration Department for transparency purposes. These include the Building Department (\$285,516), Stormwater Utility (\$73,876), CITT Peoples Transportation Plan (\$67,500) and the six Neighborhood Service Districts (\$139,480).
- **Transfers** - The Proposed General Fund Budget includes the minimum \$150,000 annual transfer to the long-term infrastructure renewal and replacement fund. Also, a transfer to the Facilities Maintenance Fund of \$226,252 for administration's portion of Town Hall building expenses at 60% of total cost.

III. FUND BALANCE

In accordance with the Town's audited financials as reported in the FY2018-19 Comprehensive Annual Financial Report (CAFR), the General Fund unassigned fund balance at the beginning of FY2019-20 was \$4,222,958. From this amount, \$500,000 has been earmarked for Hurricane Irma expenses that are not expected to be reimbursed by FEMA. During the FY2019-20 budget process, Council approved an appropriation from reserved fund balance of \$431,317 to balance the budget and carried forward \$342,500 of legal reserves. During the current year, Council approved a carry

forward from the General Fund balance totaling \$146,660. This reduced the fund balance to \$2,802,481.

The Town's reserve policy ordinance requires that we maintain 15% of budgeted general fund expenditures on hand as a reserve whenever possible. Given that, \$2,647,128 from the fund balance is required to remain as Reserves, which leaves the Town with an unrestricted reserve of \$155,353. However, during the November 2019 Council Meeting the Council instructed the Town Manager and Town Attorney to amend the Town Code to provide for a gradual three-year increase of the Town reserves from 15% to 20%. Beginning in 2022, the fund balance reserve shall increase to a minimum of 20%.

On June 1, 2020 the Property Appraisers office released its taxable value estimate which was expected to generate a total of \$7,746,851, however on July 1, 2020 they subsequently released a preliminary estimate that is expected to generate \$7,990,628 an increase of \$243,777. As a result of this increase the Town Manager is recommending that this amount be placed in a contingency reserve account and not be utilized. In not utilizing these funds will allow them to roll over into fund balance, therefore increasing it to \$3,046,258 or 17.26% of the total General Fund budget.

Conclusion

The development of the General Fund Budget was a challenging task, but we are pleased to present a structurally balanced budget that provides a responsible allocation of public resources that maintains the Town of Miami Lakes as a safe, attractive and vibrant community. This budget adequately provides for the operational needs of the Town with no increase to the millage rate. Notwithstanding, the cost of doing business continues to increase, healthcare, construction and maintenance services continue to rise, and the Town's capital infrastructure must be maintained and improved. There are challenges expected in the coming years and we will need to foster a climate that promotes economic development as well as explore new revenue initiatives beyond ad valorem to be able to accomplish the goals set forth by the 2025 Strategic Plan.

ATTACHMENTS:

Resolution
FY2020-21 Proposed General Fund Budget Detail Line Item
FY2020-21 Proposed General Fund Position Summary

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME, AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE PROPOSED BUDGET FOR FISCAL YEAR 2020-2021; AUTHORIZING THE TOWN MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE TOWN CLERK TO SERVE THIS RESOLUTION ON THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, Chapter 200, Florida Statutes, provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back millage rate computed pursuant to Section 200.065(1), Florida Statutes;

WHEREAS, on July 1, 2020, the Honorable Pedro J. Garcia, Miami-Dade County Property Appraiser (the "Property Appraiser") served upon the Town of Miami Lakes, Florida (the "Town") a Certification of Taxable Value ("Certification") certifying to the Town its 2020 taxable value; and

WHEREAS, the Town Manager and Staff have prepared a proposed budget and have computed a proposed millage rate necessary to fund the proposed budget other than the portion of the budget to be funded from sources other than ad valorem taxes; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require the Town, within thirty-five (35) days of service of the Certification, to advise the Property Appraiser of the Town's proposed millage rate, the Town's rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes, and the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget.

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

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

Section 2. Declaration of Proposed Millage Rate. The proposed millage rate for the Town of Miami Lakes for Fiscal Year 2020-2021 is declared to be 2.3127 mills, which is \$2.3127 per \$1,000.00 of assessed property within the Town of Miami Lakes.

Section 3. Declaration of Rolled-Back Rate. The rolled-back rate, as computed pursuant to Section 200.065, Florida Statutes, is 2.2094 mills, which is \$2.2094 per \$1,000.00 of assessed property within the Town of Miami Lakes. The proposed millage rate is 4.68% higher than the rolled-back rate.

Section 4. Schedule of Budget Hearings. The date, time, and place of the first and second public hearings for the Town of Miami Lakes to consider the proposed budget and proposed millage rate and to finalize the budget and adopt a millage rate, respectively, are scheduled as follows:

First Public Budget Hearing (to consider the tentative budget and proposed millage rate):

Date: Tuesday, September 8, 2020

Time: 7:30 P.M.

Place: Council Chambers, Town Hall, 6601 Main Street, Miami Lakes, Florida 33014

Second Public Budget Hearing (to finalize the budget and adopt a millage rate):

Date: Tuesday, September 22, 2020

Time: 7:30 p.m.

Place: Council Chambers, Town Hall, 6601 Main Street, Miami Lakes, Florida 33014

Section 5. Authorization of Town Manager. In the event that the Board of County Commissioners of Miami-Dade County, Florida, or the Miami-Dade County School Board schedule any County Budget Hearing on a date scheduled for a Town of Miami Lakes Budget Hearing, the Town Manager is authorized to change the date of either or both of the Town of Miami Lakes Budget Hearings.

Section 6. Directions to Town Clerk. The Town Clerk is directed to attach the original Certification of Taxable Value to a certified copy of this Resolution and effect service of same upon the Honorable Pedro J. Garcia, Miami-Dade County Property Appraiser on or before Tuesday, August 4, 2020.

Section 7. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 14th day of July 2020.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

MANNY CID
MAYOR

Attest:

Gina Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

TOWN OF MIAMI LAKES

Positions by Department	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Comments
Mayor and Town Council						
<i>Full Time</i>						
Assistant to the Mayor	1	1	1	1	1	
Assistant to the Council/Deputy Town Clerk	1	1	1	1	1	
FT Sub-Total	2	2	2	2	2	
Town Clerk						
<i>Full Time</i>						
Town Clerk	1	1	1	1	1	
FT Sub-Total	1	1	1	1	1	
Town Administration						
<i>Full Time</i>						
Town Manager	1	1	1	1	1	
Deputy Town Manager	1	1	1	1	1	
Chief Financial Officer	1	1	1	1	1	
Administration Services Manager	1	1	1	0	0	
Strategic & Performance Improvement Manager	0	0	1	1	1	
Comptroller/Senior Accountant	1	1	1	1	1	
Budget Officer	1	1	1	1	1	
Accountant	1	1	1	1	1	
Procurement Manager	1	1	0	1	1	
Procurement Specialist	1	1	1	1	1	Defer filling of vacancy in FY20 & FY21
Assistant to the Town Manager	1	1	1	1	1	
Special Projects Manager	0	0	1	1	1	
Accounting Technician	1	1	1	1	1	
Grants Writer	1	1	1	1	1	
FT Sub-Total	12	12	13	13	13	
<i>Part Time</i>						
HR Specialist	1	1	1	1	1	
Receptionist	1	1	1	1	1	
PT Sub-Total	2	2	2	2	2	
Zoning						
<i>Part Time</i>						
Zoning Official	2	2	2	2	2	Defer filling of 1 Vacancy in FY21
PT Sub-Total	2	2	2	2	2	
Code Compliance						
<i>Full Time</i>						
Code Compliance Manager	1	0.5	0.5	0.5	0.5	Partially funded in Building Department
Code Compliance Supervisor	0	1	1	1	1	
FT Sub-Total	1	1.5	1.5	1.5	1.5	
Planning						
<i>Full Time</i>						
Planning Director	1	1	0	0	0	
Principal Planner	0	0	1	1	1	
Planning Technician	1	0	0	0	0	
FT Sub-Total	2	1	1	1	1	
Parks and Recreation						
<i>Full Time</i>						
Chief of Operations	0.5	0.5	0.5	0	0	
Parks & Recreation Director	0	0	0	1	1	
Greenspace Maintenance Superintendent	1	1	1	1	1	
Arborist/Field Inspector	1	1	1	1	1	
Parks & Athletics Manager	1	1	1	1	1	
Leisure Services Manager	1	1	1	1	1	
Programs Coordinator	2	2	3	3	2	

TOWN OF MIAMI LAKES

Positions by Department	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Comments
Leisure Services Specialist	1	1	1	1	1	
Leisure Services Specialist/Office Specialist	1	1	1	1	1	
FT Sub-Total	9.5	8.5	9.5	10	9	
Part Time/Seasonal						
Crossing Guards P/T	7	7	7	7	7	
PT/Seasonal Sub-Total	7	7	7	7	7	
Communication & Community Affairs						
Community Outreach & Engagement Director	1	1	1	1	1	
Community Outreach & Engagement Manager	1	0	0	0	0	
Communications & Economic Development Manager	0	1	0	0	0	
Committee & Special Events Coordinator	1	0	1	1	1	
Marketing & Digital Services Specialist	0	0	0	0	1	New full-time position
Recreation Specialist	1	1	0	0	0	
FT Sub-Total	4	3	2	2	3	
Part-time						
Information Specialist P/T	0	1	1	1	1	
Marketing & Digital Services Specialist P/T	0	0	0	1	0	Convert to a full-time position
Office Clerk P/T	0	0	0	1	1	
PT Sub-Total	0	1	1	3	2	
Seasonal						
Class Instructors	8	8	8	8	8	
Seasonal Sub-Total	8	8	8	8	8	
Public Works and Capital Improvements						
Full Time						
Chief of Operations	0.5	0.5	0.5	0	0	
Public Works Director	0.5	0.5	0.5	0.5	0.5	Partially funded in Stormwater
Public Works Manager	0	0	0.5	0.5	0.5	Partially funded in Stormwater
Capital Improvement Project Manager	0	0	0	1	1	Defer filling of Position in FY20 & FY21
Public Works Coordinator	0	0	0	1	1	
Office Specialist	0	0	1	0	0	Reclassified to Public Works Coordinator
FT Sub-Total	1	1	2.5	3	3	
GENERAL FUND SUMMARY						
Full time	32.5	30	32.5	33.5	33.5	
Part time	4	5	5	7	6	
Seasonal	8	8	8	8	8	
Part Time/Seasonal	7	7	7	7	7	

TOWN OF MIAMI LAKES
FY2020-21 PROPOSED BUDGET
GENERAL FUND
Revenue Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET COMMENTS
<u>Ad Valorem Taxes</u>						
Current Ad Valorem Taxes	6,593,269	7,394,424	7,394,424	6,797,138	7,990,628	Based on estimated tax roll of \$3.52 billion at the current tax rate of 2.3127 at 95%
Current Ad Valorem Taxes - Pers. Prop.	386,334	-	-	374,311	-	
Delinquent Ad Valorem Taxes	168,789	50,000	50,000	3,818	50,000	
Sub-total: Taxes	\$ 7,148,392	\$ 7,444,424	\$ 7,444,424	\$ 7,175,267	\$ 8,040,628	
<u>Franchise Fees</u>						
Franchise Fees - Electricity	1,130,788	390,000	390,000	390,000	1,208,000	Based on a 3% Franchise Fee surcharge
Sub-total: Franchise Fees	\$ 1,130,788	\$ 390,000	\$ 390,000	\$ 390,000	\$ 1,208,000	
<u>Utility Service Tax</u>						
Utility Service Tax - Electricity	2,364,706	2,414,601	2,414,601	2,469,792	2,450,000	Based on trends.
Utility Service Tax - Water	428,231	410,000	410,000	449,843	425,000	Based on prior year's trends.
Utility Service Tax - Gas	67,649	65,000	65,000	61,091	65,000	Based on prior year's trends.
Sub-total: Utility Services Tax	\$ 2,860,586	\$ 2,889,601	\$ 2,889,601	\$ 2,980,725	\$ 2,940,000	
<u>Intergovernmental Revenues</u>						
Communications Service Tax	1,130,732	1,181,000	1,181,000	1,096,458	1,100,000	Based on prior year's trends.

TOWN OF MIAMI LAKES
FY2020-21 PROPOSED BUDGET
GENERAL FUND
Revenue Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET COMMENTS
State Revenue Sharing	788,227	807,000	807,000	752,494	807,000	Estimates from the State expected in July
Alcoholic Beverage License	17,795	20,000	20,000	15,620	20,000	Based on prior year's trends.
Disaster - Hurricane Irma	-	-	-	-	-	
Grants - Byrne Grant	8,079	-	-	-	-	
Half-cent Sales Tax	2,431,403	2,518,000	2,518,000	2,323,679	2,518,000	Estimates from the state expected in July
Sub-total: Intergovernmental	\$ 4,376,235	\$ 4,526,000	4,526,000	\$ 4,188,250	\$ 4,445,000	
Permits & Fees						
Local Business Licenses: TOML	73,112	120,000	120,000	104,150	100,000	Based on prior year's trends
Local Business Licenses: County	42,431	40,000	40,000	36,945	40,000	Based on prior year's trends
False Alarm Fees	65,490	51,000	51,000	57,885	54,901	Based on prior year's trends
Zoning Hearings	3,350	5,000	5,000	2,600	4,000	Based on prior year's trends
Administrative Site Plan Review	600	500	500	500	500	Based on prior year's trends
Zoning Letters	3,450	10,000	10,000	3,850	3,500	Based on prior year's trends
Zoning Fees	190,705	130,000	130,000	146,860	130,000	Based on prior year's trends
Staff Costs	100	5,000	5,000	-	1,000	Based on prior year's trends
Fine Violation Interest	20,537	28,000	28,000	30,356	20,000	Based on prior year's trends

TOWN OF MIAMI LAKES
FY2020-21 PROPOSED BUDGET
GENERAL FUND
Revenue Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET COMMENTS
Administrative Variances	350	-	-	-	-	Based on prior year's trends
<i><u>Planning Department Revenues:</u></i>	\$400,125	\$389,500	389,500	\$383,146	\$353,901	
Public Works Permits	42,158	35,000	35,000	15,494	35,000	Based on prior year's trends
Sub-total: Permits & Fees	\$ 442,283	\$ 424,500	424,500	\$ 398,640	\$ 388,901	
<u>Fines & Forfeitures</u>						
Police Forfeitures	-	-	-			
Police Traffic Fines	42,230	25,000	25,000	34,963	25,000	Based on prior year's trends
Police - L.E.T.F.	2,962	3,000	3,000	2,292	3,000	Based on prior year's trends
Public School Crossing Guards	41,960	35,000	35,000	12,000	35,000	Based on prior year's trends
Code Violation Fines	104,167	120,000	120,000	155,006	130,000	Based on prior year's trends
Police Parking Fines	4,200	2,000	2,000	3,000	2,000	Based on prior year's trends
Sub-total: Fines & Forfeitures	\$ 195,519	\$ 185,000	\$ 185,000	\$ 207,261	\$ 195,000	
<u>Miscellaneous Revenues</u>						
Interest Income	24,987	30,000	30,000	34,500	40,000	
Other Charges & Fees - Clerk's	639	2,500	2,500	896	1,000	Based on prior year's trends
Lobbyist Registration	3,400	3,700	3,700	3,125	3,500	Based on prior year's trends

TOWN OF MIAMI LAKES
FY2020-21 PROPOSED BUDGET
GENERAL FUND
Revenue Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET COMMENTS
Park - Services & Rental Fees	105,022	100,000	100,000	50,794	85,000	Park rental revenue loss due to Covid19
Revenue Sharing Programs	47,511	30,000	30,000	10,500	20,000	Park programs revenue loss due to Covid19
Lien Inquiry Letters	25,850	32,000	32,000	24,000	25,000	Based on prior year's trends
FDOT - Landscape Maintenance	5,788	5,800	5,800	5,788	5,788	Based on prior year's trends
Contributions & Donations	142,265	40,000	40,000	137,000	40,000	Anticipated Donations for Committees (\$40,000)
Insurance Claims	18,139	61,650	61,650	5,000	10,000	Decrease in insurance claims reimbursments.
Miscellaneous Revenues - Other	13,001	1,000	1,000	1,238	1,000	Based on prior year's trends
Sub-total: Miscellaneous Revenues	\$ 386,602	\$ 306,650	\$ 306,650	\$ 272,840	\$ 231,288	
Interfund & Equity Transfers						
Interfund transfer: Storm water Management Fee	-	-	-	\$	-	
Prior Year Carry Over Funds	1,275,000	342,500	489,160	489,160	198,700	Legal reserve balance.
Interfund transfers from Building Department Fund	-	-	-	-	-	
Interfund transfers from Special Revenue Fund	-	-	-	-	-	
Interfund transfers from Capital Projects	-	420,000	420,000	420,000	-	
Interfund transfers from Disaster Fund	-	-	-	-	-	

TOWN OF MIAMI LAKES
FY2020-21 PROPOSED BUDGET
GENERAL FUND
Revenue Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET COMMENTS
Contributions from Grants, Bonds & Debt Service	2,500		-	-	-	
Interfund transfer from Series 2010		-	131,551	131,552	-	
Interfund transfers from Town Foundation	48,123	-	-	-	-	
Appropriation from RESERVED Fund Balance	-	431,317	431,317	431,317	-	
Sub-total: Contributions	\$ 1,325,623	\$ 1,193,817	\$ 1,472,028	\$ 1,472,029	\$ 198,700	
Total General Fund Revenue	\$ 17,866,029	\$ 17,359,992	\$ 17,638,203	\$ 17,085,013	\$ 17,647,517	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
GENERAL FUND EXPENDITURES						
TOWN COUNCIL & MAYOR						
EXECUTIVE SALARIES-MAYOR	\$19,077	\$19,649	\$19,649	\$19,439	\$20,022	Current salary and wages for Mayor as per Town Charter Sec. 2.6 (Ordinance 18-218).
REGULAR SALARIES	\$99,910	\$92,070	\$92,070	\$92,722	\$94,832	Current salary and wages for Administrative Assistant to the Mayor and Administrative Assistant to Town Council salaries.
OVERTIME	\$102	\$0	\$0	\$0	\$0	Overtime as needed.
PAYROLL TAXES	\$15,944	\$15,989	\$15,989	\$16,023	\$16,308	Calculated based on 7.65% of salaries.
FRS RETIREMENT CONTRIBUTION	\$8,651	\$9,470	\$9,470	\$9,896	\$11,512	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH INSURANCE	\$78,557	\$67,099	\$67,099	\$63,833	\$70,629	Includes medical, dental, vision and life for Town Council, Assistant to Mayor and Assistant to Council.
HEALTH INSURANCE MAYOR	-\$12,061	\$25,344	\$25,344	\$24,022	\$29,684	Includes medical, dental, vision for Mayor.
HEALTH INSURANCE ALLOWANCE	\$8,255	\$0	\$0	\$0	\$0	-
WIRELESS STIPEND	\$973	\$960	\$960	\$1,181	\$960	Stipend for Mayor's assistant & Council assistant at \$40 a month each.
TRAVEL & PER DIEM	\$10,669	\$15,000	\$13,876	\$3,752	\$15,000	Transportation, hotel accommodation and meals for Mayor (\$3,000) and Council (\$2,000 each) attendance to conferences.
CAR ALLOWANCE-MAYOR	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	Allowance of \$600 a month for Mayor per Town Charter Sec 2-52.
CAR ALLOWANCE-COUNCIL	\$35,700	\$36,000	\$36,000	\$36,000	\$36,000	Allowance of \$500 a month for each Councilmember.
EXPENSE ALLOWANCE MAYOR & COUNCIL	\$52,181	\$54,093	\$54,093	\$53,515	\$55,121	Adjusted by CPI (estimated 3%) as per Town Charter Sec 2.6.
REMOTE ACCESS DEVICE DATA PLAN	\$2,862	\$3,648	\$3,648	\$3,030	\$3,648	Data plan for 7 iPads & Facebook Live average of \$38 a month.
MOBILE PHONES	\$3,899	\$4,176	\$4,176	\$3,657	\$4,176	6 mobile phones average of \$58 a month.
PRINTING & BINDING	\$454	\$1,000	\$1,000	\$469	\$1,000	Business cards for Mayor & Councilmembers and other materials.
STATE OF THE TOWN ADDRESS-SOT	\$128	\$0	\$0	\$0	\$0	-
ALL AMERICAN CITY EXPENSES	\$0	\$0	\$0	\$250	\$0	-
EVENTS-MISCELLANEOUS	\$254	\$0	\$0	\$0	\$0	-
DISCRETIONARY FUND	\$0	\$700	\$700	\$0	\$0	-
MISCELLANEOUS EXPENSES	\$2,582	\$0	\$0	\$0	\$0	-
MAYOR'S GALA-MAGAL	\$14,257	\$0	\$0	\$16,000	\$0	-
UNIFORMS	\$254	\$360	\$360	\$234	\$360	Includes 1 shirt at \$40 each for Mayor, Council and assistants.
MEETING SET UP	\$120	\$300	\$300	\$130	\$300	Set-up costs for meetings.
COUNCIL AWARDS	\$957	\$1,250	\$1,250	\$663	\$1,250	Includes awards, proclamations and framing.
SUBSCRIPTIONS & MEMBERSHIPS	\$8,716	\$7,000	\$7,000	\$7,058	\$9,058	Florida League of Cities (\$4,058) MDC League of Cities (\$3,000), and National League of Cities (\$2,000).
EDUCATION & TRAINING	\$3,318	\$300	\$1,424	\$1,436	\$0	-
SMALL EQUIPMENT	\$1,102	\$0	\$0	\$0	\$0	-
TOTAL TOWN COUNCIL EXPENDITURES	\$364,060	\$361,608	\$361,608	\$360,512	\$377,060	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
TOWN CLERK						
REGULAR SALARIES	\$83,477	\$83,477	\$83,477	\$84,710	\$85,981	Current salary and wages.
PAYROLL TAXES	\$7,139	\$6,386	\$6,386	\$6,480	\$6,578	Calculated based on 7.65% of salary.
FRS RETIREMENT CONTRIBUTION	\$6,930	\$7,076	\$7,076	\$7,474	\$8,618	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$246	\$9,988	\$9,988	\$0	\$10,018	Includes medical, dental, vision and life.
HEALTH INSURANCE ALLOWANCE	\$9,756	\$0	\$0	\$9,988	\$0	Health insurance allowance.
WIRELESS STIPEND	\$480	\$480	\$480	\$480	\$480	Stipend for Town Clerk at \$40 a month.
TOWN CLERK AGENDA MANAGER	\$19,507	\$2,900	\$2,900	\$380	\$1,000	Sign language and interpreter services.
REMOTE ACCESS DEVICE DATA PLAN	\$401	\$480	\$480	\$433	\$480	iPad data plan for Town Clerk at \$40 a month.
RENTALS & LEASES	\$2,544	\$2,700	\$2,700	\$2,850	\$3,000	Outside storage facility for Town Clerk \$250 monthly.
TOWN CLERK CODIFICATION	\$3,792	\$8,800	\$8,800	\$6,514	\$8,000	Assumes codification of one ordinance per meeting (\$800/ordinance).
TOWN CLERK LEGAL ADVERTISING	\$19,996	\$18,040	\$18,040	\$19,010	\$20,800	Advertisement of ordinances, budget hearings, land development code issues, and committee meetings.
TOWN CLERK ELECTION COSTS	\$16,948	\$5,000	\$5,000	\$4,016	\$62,403	General Election for 4 seats (\$13,706), run off election (\$47,134), swearing in ceremony (\$500), sample ballot (\$500) and candidate finance reporting (\$563).
OPERATING SUPPLIES	\$1,551	\$0	\$0	\$0	\$0	-
EDUCATION & TRAINING	\$340	\$650	\$650	\$500	\$650	Florida Association of City Clerks & International Institute of Municipal Clerks memberships required to maintain certification (\$450). Ethics Training (\$200).
SOFTWARE	\$57,500	\$0	\$0	\$0	\$0	FY19 includes purchase of Software.
COMPUTER SOFTWARE LICENSES	\$2,160	\$60,270	\$60,270	\$66,153	\$60,080	Escribe license renewal (\$57,500), License renewal for Public Records Request (\$2,400), and Zoom Public Comments license (\$180).
TOTAL TOWN CLERK EXPENDITURES	\$232,765	\$206,247	\$206,247	\$208,987	\$268,088	
TOWN ATTORNEY						
LEGAL-GENERAL LEGAL	\$166,667	\$200,000	\$200,000	\$200,000	\$200,000	Based on monthly retainage of \$16,666.66.
TRDMK-GENERAL LEGAL-TRADEMARK	\$6,280	\$0	\$0	\$0	\$0	
LEGAL-ROUTINE LITIGATION RESERVE	\$13,061	\$15,000	\$15,000	\$0	\$15,000	All litigation expenses by Town Attorney
154BR-154TH BRIDGE LITIGATION	\$13,139	\$0	\$0	\$0	\$0	
170BR LITIGATION / NW 107TH ST BRIDGE	\$0	\$0	\$37,800	\$37,800	\$0	
DAWNJ LITIGATION/DAWN JENKINS	\$0	\$0	\$65,000	\$65,000	\$0	
G0101-LITIGATION VALIENTE	\$0	\$0	\$0	\$310	\$0	
M. PIZZI LITIGATION/INSURANCE RECOVERY	\$54,862	\$0	\$41,000	\$41,000	\$0	
TMSC-MANAGER SELECTION COMMITTEE	\$3,439	\$0	\$0	\$0	\$0	
TOTAL TOWN ATTORNEY EXPENDITURES	\$257,448	\$215,000	\$358,800	\$344,110	\$215,000	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
TOWN ADMINISTRATION						
REGULAR SALARIES	\$1,073,330	\$1,169,594	\$1,169,594	\$1,170,944	\$1,194,040	Current salary and wages for administrative staff.
TRANSFER SRF TRANSIT 5% ADM	-\$13,094	-\$13,500	-\$13,500	-\$13,500	-\$13,500	Allocation for administrative support.
TRANSFER CPF TRANSP 5% ADM	-\$52,376	-\$54,000	-\$54,000	-\$54,000	-\$54,000	Allocation for administrative support.
ADMINISTRATIVE SUPPORT TO SRORMWATER FUND	-\$96,498	-\$76,948	-\$76,948	-\$68,707	-\$73,876	Allocation for administrative support.
ADMINISTRATIVE SUPPORT TO BUILDING	-\$201,479	-\$257,575	-\$257,575	-\$228,474	-\$258,516	Allocation for administrative support.
COST OF LIVING ADJUSTMENT	\$0	\$0	\$46,500	\$0	\$0 -	
ADMINSTRATIVE SUPPORT TO NSD	-\$127,761	-\$140,188	-\$140,188	-\$140,188	-\$139,480	Allocation for administrative support.
OVERTIME	\$3,278	\$3,000	\$3,000	\$3,689	\$3,000	Overtime as needed.
COMPENSATED ABSENCES	\$37,486	\$0	\$0	\$0	\$0 -	
PAYROLL TAXES	\$87,764	\$85,226	\$85,226	\$85,063	\$87,406	Calculated based on 7.65% of salaries.
FRS RETIREMENT CONTRIBUTION	\$89,390	\$84,057	\$84,057	\$87,608	\$101,838	Rate increase from 8.47% to 10% thru Jul '21.
ICMA 457 PL	\$37,769	\$45,230	\$45,230	\$46,002	\$48,576	Town Manager's benefits per agreement.
HEALTH & LIFE INSURANCE	\$80,630	\$195,073	\$124,073	\$165,966	\$186,687	Includes medical, dental, vision and life.
HEALTH INSURANCE ALLOWANCE	\$66,557	\$0	\$0	\$0	\$0 -	
WIRELESS STIPEND	\$1,200	\$1,440	\$1,440	\$1,846	\$1,920	Allowance for Deputy Town Manager, Asst to Town Manager, Finance Director and Special Projects Manager.
PROFESSIONAL SERVICES	\$35,401	\$25,000	\$48,000	\$42,500	\$15,000	Funding for credit rating services (\$15,000).
INTERGOVERNMENTAL RELATIONS (LOBBYIST)	\$50,500	\$24,000	\$48,000	\$36,000	\$48,000	Lobbyist services Resolution 2020-1663
ACCOUNTING & PAYROLL	\$25,727	\$25,500	\$25,500	\$27,411	\$28,000	Based on contract with ADP.
INDEPENDENT AUDIT	\$45,700	\$54,500	\$59,500	\$57,800	\$61,500	Regular audit (\$45,000), State and Federal single audits (\$15,000) for grant funds per contract 2018-02 / Resolution 17-1494 including OPEB audit (\$1,500).
ADM HEALTH SPENDING ACCT/WELLNESS	\$10,871	\$5,000	\$5,000	\$2,867	\$5,000	Wellness activities including 5K Run, etc. to reduce health care premium cost.
BACKGROUND CHECKS	\$484	\$1,500	\$1,500	\$761	\$1,000	Assumes same level of background checks and drug screening for new employees.
TRAVEL & PER DIEM	\$6,169	\$0	\$0	\$490	\$10,000	Educational travel for staff development.
CAR ALLOWANCE	\$8,100	\$7,800	\$7,800	\$7,800	\$7,800	Per Town Manager's contract.
REMOTE ACCESS DEVICE DATA PLAN	\$334	\$680	\$680	\$71	\$150	Emergency data phones (\$150).
POSTAGE & DELIVERY	\$17,125	\$17,650	\$17,650	\$14,877	\$17,650	Includes rental of postage machine & supplies (\$2,650), courier services (\$1,000) and postage (\$14,000).
COPIER LEASE	\$14,607	\$16,700	\$16,700	\$19,104	\$16,700	Rental of Toshiba copy machines and supplies.
ADM - INSURANCE	\$231,622	\$263,000	\$263,000	\$252,889	\$255,000	General Fund portion of Policy for property insurance and workers compensation (Resolution 16-1400). Allocation to Building, Transportation and Stormwater Fund.
PRINTING & BINDING	\$1,878	\$1,500	\$1,500	\$1,353	\$1,700	Business cards, flyers, Town maps, etc.
TOWN BRANDING & STRATEGIC PLAN	\$8,450	\$5,000	\$5,000	\$3,375	\$5,000	Printed Marketing Materials and promotional items.
ADVERTISEMENT RECRUITMENT	\$416	\$1,000	\$1,000	\$150	\$500	Advertising of Town employment and internship opportunities.
INVESTMENT ADVISORY SERVICE	\$9,333	\$7,000	\$7,000	\$7,000	\$7,000	Investment Advisory services per agreement.

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
FINANCIAL INSTITUTION FEES	\$5,804	\$3,000	\$43,000	\$40,025	\$500	Bank transaction fees.
CREDIT CARD FEES	\$654	\$500	\$500	\$449	\$500	Administration's portion of credit card fees. Allocation to Admin, Building and Parks.
MISCELLANEOUS EXPENSE	\$420	\$0	\$0	\$750	\$0 -	
HURRICANE EXPENSES	\$0	\$2,500	\$2,500	\$2,000	\$2,500	Supplies for hurricane preparedness.
OPERATING SUPPLIES-COVID19	\$0	\$0	\$0	\$3,500	\$5,000	Supplies in relation to COVID19 preparedness.
UNIFORMS	\$2,315	\$2,400	\$2,400	\$2,189	\$2,400	1 shirt at \$40 each for all General Fund employees.
SUBSCRIPTIONS & MEMBERSHIPS	\$4,874	\$2,000	\$2,000	\$4,470	\$11,174	Includes MDCCMA, NIGP, GFOA, ICMA, and other publications and memberships.
EDUCATION & TRAINING	\$5,902	\$0	\$0	\$542	\$5,000	Includes regular training and safety training for staff.
SUB-TOTAL ADMINISTRATION EXPENDITURES	\$1,472,878	\$1,507,639	\$1,575,139	\$1,584,622	\$1,591,170	
INFORMATION SYSTEMS						
NETWORK SUPPORT	\$135,200	\$135,200	\$135,200	\$135,200	\$135,200	Professional services contract with Lansight Technology \$11,266 monthly per Resolution 18-1571. Year 3 of 5.
WEB SUPPORT	\$5,695	\$11,400	\$11,400	\$5,873	\$11,400	Professional service contract with Xomatech for website hosting \$2,400, ongoing website enhancements \$6,000, and maintaining ADA compliance \$3,000.
VOICE SUPPORT	\$4,352	\$4,370	\$4,370	\$1,608	\$4,370	CISCO Smartnet phone system support \$2,750 and VOIP backup phones \$1,620.
INTERNET SERVICES	\$15,171	\$19,920	\$19,920	\$15,652	\$19,920	Internet at \$1260 per month and Cable TV service + Back Up Internet \$400 per month.
IT SUPPLIES	\$9,140	\$13,000	\$13,000	\$13,000	\$13,000	Operating supplies including accessories, network storage, peripherals, cabling, and battery back up.
MACHINERY & EQUIPMENT	\$34,399	\$32,000	\$35,000	\$35,000	\$32,000	IT Replacement Plan: Hardware Annual Refreshment: \$17,000 (1/3) + One (1) server/controlled Active Directory \$13,000 and network equipment \$2,000.
SOFTWARE	\$32,231	\$0	\$7,252	\$7,252	\$0 -	
COMPUTER SOFTWARE LICENSES	\$110,195	\$124,074	\$121,074	\$121,046	\$124,329	Annual licenses: Dell server warranty (\$10,483), financial management system (\$32,847), park reservation (\$8,000), GIS (\$8,400), Document Management System (\$7,134), Citizen Response System (\$15,000), Microsoft licensing (90 seats @ (\$19,612), CDW licenses (\$11,635) and various other network and security licenses (\$11,218).
SUB-TOTAL INFORMATION SYSTEMS	\$346,383	\$339,964	\$347,216	\$334,631	\$340,219	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
ADMINISTRATION - TRANSFERS						
OPERATING CONTINGENCY	\$0	\$0	\$72,095	\$0	\$0	
TRANSFER OUT SPECIAL REVENUE FUND-GAS TAX	\$0	\$0	\$38,400	\$38,400	\$0	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$203,821	\$206,734	\$206,734	\$213,032	\$226,252	Administration's portion of Town Hall building expenses at 60% of total cost.
TRANSFER OUT - CIP PARKS	\$728,636	\$0	\$0	\$0	\$0	
TRANSFER OUT - CIP FUND	\$150,000	\$0	\$0	\$0	\$150,000	Allocation for the Infrastructure Sinking Fund.
TRANSFER-CPF/FACILITIES & EQUIP	\$0	\$0	\$33,500	\$33,500	\$0	
TRANSFER OUT TO ELECTRIC UTILITY TAX FUND	\$50,123	\$0	\$0	\$0	\$0	
TRANSFER TO DEBT SERVICE FUND	\$3,100	\$0	\$0	\$0	\$0	
SUB-TOTAL ADMINISTRATION TRANSFERS	\$1,135,680	\$206,734	\$350,729	\$284,932	\$376,252	
TOTAL ADMINISTRATION EXPENDITURES	\$2,954,941	\$2,054,337	\$2,273,084	\$2,204,186	\$2,307,641	
POLICE						
POL - PATROL SERVICES	\$8,083,867	\$8,363,000	\$8,363,000	\$8,287,329	\$8,171,000	Contract police patrol services.
POLICE OVERTIME	\$466,476	\$340,000	\$340,000	\$363,285	\$365,000	Overtime as needed.
PROSECUTION-CRIMINAL VIOLATION	\$117	\$200	\$200	\$100	\$200	Ordinance violation review.
MOBILE PHONES	\$4,762	\$5,600	\$5,600	\$5,141	\$5,600	Includes 9 phones for command officers and undercover operations.
POLICE COPIER COSTS	\$1,268	\$1,800	\$1,800	\$1,773	\$1,800	Toshiba copier lease.
REPAIR & MAINTENANCE	\$166	\$0	\$0	\$0	\$0	-
REPAIR & MAINTENANCE-VEHICLES	\$2,196	\$2,500	\$2,500	\$2,316	\$2,500	Smart sign maintenance.
PRINTING & BINDING	\$620	\$600	\$600	\$564	\$600	Business Cards and flyers.
MISCELLANEOUS EXPENSE	\$332	\$800	\$800	\$300	\$800	Auto tag renewal and miscellaneous items as needed for public safety.
OPERATING SUPPLIES	\$4,148	\$3,000	\$3,000	\$5,133	\$4,000	Special Department supplies including bicycles, repair parts, cameras.
UNIFORMS	\$0	\$2,500	\$2,500	\$2,697	\$2,500	Patches, motor wings, etc.
FUEL & LUBRICANTS	\$0	\$500	\$500	\$0	\$500	Fuel as needed for transport of smart signs.
SUBSCRIPTIONS & MEMBERSHIPS	\$200	\$225	\$225	\$200	\$225	MDC Association of Police Chiefs membership.
EDUCATION & TRAINING	\$323	\$2,000	\$2,000	\$0	\$0	-
TRANSFER TO FACILITIES MAINTENANCE FUND	\$91,719	\$93,030	\$93,030	\$95,864	\$101,813	Police Department portion of Town Hall building expenses at 27% of total cost.
SUB-TOTAL POLICE EXPENDITURES	\$8,656,195	\$8,815,755	\$8,815,755	\$8,764,702	\$8,656,538	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
SCHOOL CROSSING GUARDS						
REGULAR SALARIES	\$78,757	\$77,752	\$77,752	\$86,115	\$88,232	Current salary and wages.
PAYROLL TAXES	\$6,025	\$5,948	\$5,948	\$6,588	\$6,750	Calculated based on 7.65% of salaries
FRS RETIREMENT CONTRIBUTION	\$6,071	\$6,591	\$6,591	\$7,598	\$8,844	Rate increase from 8.47% to 10% thru Jul '21.
WORKMAN'S COMPENSATION	\$0	\$0	\$0	\$0	\$0 -	
OPERATING SUPPLIES	\$145	\$500	\$500	\$200	\$500	Includes stop signs, whistles and lanyards.
UNIFORMS	\$2,948	\$3,000	\$3,000	\$1,850	\$3,000	Includes \$150 stipend for pants and shoes for 9 guards(\$1,350) and \$1,650 for shirts, raincoat, safety vest, light jacket and hats.
EDUCATION & TRAINING	\$136	\$624	\$624	\$185	\$0 -	
SUB-TOTAL SCHOOL CROSSING GUARDS	\$94,081	\$94,415	\$94,415	\$102,536	\$107,325	
TOTAL POLICE EXPENDITURES	\$8,750,276	\$8,910,170	\$8,910,170	\$8,867,238	\$8,763,864	
PLANNING						
REGULAR SALARIES	\$86,955	\$86,955	\$86,955	\$88,239	\$89,562	Current salary and wages.
PAYROLL TAXES	\$5,651	\$6,652	\$6,652	\$6,750	\$6,852	Calculated based on 7.65% of salaries.
FRS RETIREMENT CONTRIBUTION	\$7,218	\$7,371	\$7,371	\$7,785	\$8,977	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$19,650	\$25,344	\$25,344	\$24,708	\$23,849	Includes medical, dental, vision and life.
PRINTING & BINDING	\$0	\$1,000	\$1,000	\$500	\$1,000	Printing of large plans.
SUB-TOTAL PLANNING	\$119,475	\$127,322	\$127,322	\$127,983	\$130,240	
CODE COMPLIANCE						
REGULAR SALARIES	\$104,854	\$104,853	\$104,853	\$106,402	\$107,998	Salaries for Code Compliance Manager at 50%, and Code Compliance Supervisor.
PAYROLL TAXES	\$8,171	\$8,480	\$8,480	\$8,599	\$8,721	Calculated based on 7.65% of salaries.
FRS RETIREMENT CONTRIBUTION	\$8,704	\$8,888	\$8,888	\$9,388	\$10,825	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$7,281	\$22,660	\$22,660	\$22,885	\$23,849	Includes medical, dental, vision and life.
HEALTH INSURANCE ALLOWANCE	\$9,756	\$0	\$0	\$0	\$0 -	
WIRELESS STIPEND	\$480	\$480	\$480	\$480	\$480	Cell phone stipend for Code Compliance Supervisor.
SPECIAL MASTER	\$2,650	\$3,000	\$3,000	\$1,750	\$3,000	Assumes \$250 per hearing, 12 hearings/year for Special Master.
CONTRACT CODE ENFORCEMENT SERVICE	\$120,138	\$121,812	\$121,812	\$130,368	\$130,416	Contracted Code Enforcement Officers.
CAR ALLOWANCE	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	Car allowance for Code Compliance Supervisor.
REMOTE ACCESS DEVICE DATA PLAN	\$802	\$960	\$960	\$866	\$960	Data plans for Code Officers field services.
MOBILE PHONES	\$69	\$120	\$120	\$73	\$0 -	
ABANDONED PROPERTY MAINTENANCE	\$0	\$1,000	\$1,000	\$0	\$1,000	Boarding up of windows, lawn mowing and clearing of abandoned property.
CODE ENFORCEMENT LIEN RECORDING	\$5,525	\$7,000	\$7,000	\$4,754	\$7,000	Recording of liens.

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
ALARM MONITORING PROGRAM	\$27,732	\$25,000	\$25,000	\$21,584	\$25,000	Cost of third party administration of False Alarm Reduction Program and Collection Agency to recover cost; fully offset by revenues.
UNIFORMS	\$0	\$300	\$300	\$0	\$300	Uniforms for field personnel.
EDUCATION & TRAINING	\$510	\$1,500	\$1,500	\$600	\$1,500	FACE training, GIS training and other.
SUB-TOTAL CODE COMPLIANCE	\$302,672	\$312,054	\$312,053	\$313,748	\$327,049	
QNIP						
QNIP DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	
QNIP DEBT SERVICE - PRINCIPAL	\$46,607	\$139,302	\$139,302	\$139,302	\$139,302	
QNIP DEBT SERVICE - INTEREST	\$2,248	\$1,892	\$1,892	\$1,892	\$1,892	
TOTAL QNIP EXPENDITURES	\$48,855	\$141,194	\$141,194	\$141,194	\$141,194	
ZONING						
REGULAR SALARIES	\$103,548	\$101,598	\$101,598	\$78,089	\$51,802	Salaries Zoning Officials.
PAYROLL TAXES	\$7,922	\$7,772	\$7,772	\$5,974	\$3,963	Calculated based on 7.65% of salaries.
FRS RETIREMENT CONTRIBUTION	\$8,125	\$8,612	\$8,612	\$6,890	\$38,510	Rate increase from 8.47% to 10% thru Jul '21.
SUB-TOTAL ZONING EXPENDITURES	\$119,594	\$117,982	\$117,982	\$90,952	\$94,275	
TOTAL BUILDING & ZONING EXPENDITURES	\$119,594	\$117,982	\$117,982	\$90,952	\$94,275	
PARKS & RECREATION						
REGULAR SALARIES	\$376,274	\$361,248	\$361,248	\$355,842	\$384,210	Current salary and wages for Parks staff.
OVERTIME	\$338	\$1,000	\$1,000	\$992	\$1,000	Hourly employee overtime required to support events & activities.
PAYROLL TAXES	\$27,383	\$27,635	\$27,635	\$27,222	\$29,392	Calculated based on 7.65% of salaries.
FRS RETIREMENT CONTRIBUTION	\$35,702	\$30,623	\$30,623	\$31,396	\$38,510	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$67,915	\$111,790	\$111,790	\$79,450	\$85,327	Includes medical, dental, vision and life.
HEALTH INSURANCE ALLOWANCE	\$4,878	\$0	\$0	\$0	\$0	-
WIRELESS STIPEND	\$2,492	\$2,400	\$2,400	\$2,261	\$2,400	Stipend for Director of Parks, Greenspace Superintendent, Arborist, and 2 field operations employees.
PROFESSIONAL SERVICES	\$25,012	\$0	\$0	\$0	\$0	
TRAVEL & PER DIEM	\$1,616	\$1,560	\$1,560	\$759	\$2,500	Mileage reimbursement for Parks staff.
REPAIR & MAINTENANCE-VEHICLES	\$3,703	\$5,000	\$5,000	\$2,665	\$5,000	Maintenance & repairs of 4 vehicles.
PRINTING & BINDING	\$1,829	\$0	\$0	\$0	\$0	-
CREDIT CARD FEES	\$3,485	\$3,000	\$3,000	\$1,883	\$3,000	Includes credit card transaction fees for Parks.
MISCELLANEOUS EXPENSE	\$540	\$700	\$700	\$642	\$700	Property taxes for Palm Springs N, Sec A (\$200) and Royal Oaks Security Guard Gate (\$500).
COACHES BACKGROUND CHECK	\$3,990	\$5,000	\$5,000	\$2,860	\$5,000	Background checks for all program coaches, instructors & volunteers.
CHECK CERTIFICATION CLINIC	\$616	\$2,500	\$2,500	\$1,751	\$2,000	Certification provided by National Alliance of Youth Coaches.
FUEL & LUBRICANTS	\$2,851	\$4,500	\$4,500	\$1,732	\$4,500	For CLS vehicles.
SUB-TOTAL PARKS SERVICES	\$558,623	\$556,956	\$556,956	\$509,456	\$563,539	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
ROYAL OAKS PARK						
JANITORIAL SERVICES	\$60,240	\$60,880	\$60,880	\$57,460	\$60,880	Custodial services \$4,990 monthly. Additional emergency services of \$1,000.
TELEPHONE SERVICES	\$10,417	\$11,000	\$11,000	\$7,293	\$8,000	WIFI (\$5,400) voice calling (\$2,400) and rain out line (\$200).
UTILITY SERVICES	\$89,813	\$100,000	\$105,600	\$77,798	\$98,257	FPL (\$70,000), Water & Sewer (\$3,000), and Waste removal (\$25,257).
REPAIR & MAINTENANCE-CONTRACT	\$277,051	\$285,000	\$285,000	\$285,000	\$285,000	Grounds Maintenance Contract \$285,000.
REPAIR & MAINTENANCE-GROUNDS	\$62,284	\$75,000	\$75,000	\$75,000	\$75,000	General grounds repairs including irrigation, sod, electrical, plumbing and field equipment (\$46,000), Frazee Mowing (\$18,700), Border Fence Repairs (\$10,300).
REPAIR & MAINTENANCE-FACILITY	\$38,200	\$31,250	\$31,250	\$32,749	\$31,250	Facility repairs including electrical and plumbing (\$11,500), pest control(\$400), air condition (\$2,000), handyman services (\$12,000), fire and burglar alarm signals (\$2,950), AC and light monitoring (\$2,400).
NON-CAPITAL OUTLAY	\$4,010	\$5,000	\$5,000	\$5,000	\$5,000	Non-capital equipment replacement.
MACHINERY & EQUIPMENT	\$18,218	\$0	\$0	\$0	\$0	-
SUB-TOTAL ROYAL OAKS PARK	\$560,233	\$568,130	\$573,730	\$540,299	\$563,387	
PICNIC PARK EAST-YOUTH CENTER						
REGULAR SALARIES	\$0	\$35,805	\$35,805	\$36,334	\$36,878	Current salary and wages.
PAYROLL TAXES	\$0	\$2,739	\$2,739	\$2,780	\$2,821	Calculated based on 7.65% of salary.
FRS RETIREMENT CONTRIBUTION	\$0	\$3,035	\$3,035	\$3,206	\$3,696	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$8,847	\$14,452	\$14,452	\$12,542	\$13,911	Includes medical, dental, vision and life.
JANITORIAL SERVICES	\$26,040	\$27,040	\$27,040	\$24,410	\$27,410	Custodial services \$2,170 monthly. Additional emergency services of \$1,000.
TELEPHONE SERVICES	\$2,870	\$3,500	\$3,500	\$2,882	\$3,200	WIFI services, phones, fire and burglar alarms.
UTILITY SERVICES	\$12,517	\$13,000	\$16,600	\$14,051	\$16,485	FPL (6,000), water & sewer (\$3,000), and waste removal (\$7,485).
REPAIR & MAINTENANCE-CONTRACT	\$10,372	\$13,000	\$13,000	\$13,000	\$13,000	Base ground maintenance.
REPAIR & MAINTENANCE-GROUNDS	\$2,722	\$5,000	\$5,000	\$5,052	\$5,000	General grounds repairs including irrigation, sod, landscape, playground canopy repairs and handyman services.
REPAIR & MAINTENANCE-FACILITY	\$12,125	\$18,000	\$18,000	\$18,000	\$18,000	Operating costs for facility handyman/general repairs (\$7,640), Electrical (\$3,000), Plumbing (\$3,000), A/C maintenance (\$1,500), pest control (\$360), and Art in Public Places maintenance (\$2,500).
NON-CAPITAL OUTLAY-PARK IMPROVEMENT	\$0	\$5,000	\$5,000	\$5,000	\$0	
SUB-TOTAL PICNIC PARK EAST-YOUTH CENTER	\$75,492	\$140,571	\$144,171	\$137,255	\$140,402	

TOWN OF MIAMI LAKES
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ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
PICNIC PARK WEST - MARY COLLINS COMMUNITY CENTER						
JANITORIAL SERVICES	\$48,105	\$48,880	\$48,880	\$44,979	\$44,979	Custodial services \$3,990 monthly. Additional emergency services of \$1,000.
TELEPHONE SERVICES	\$4,370	\$4,920	\$4,920	\$5,892	\$5,700	WIFI services (\$2,500) , phones, fire and burglar alarms (\$3,200).
UTILITY SERVICES	\$24,520	\$23,500	\$30,500	\$29,536	\$35,206	FPL (10,000), water & sewer (\$6,500), and waste removal (\$18,706)
REPAIR & MAINTENANCE-CONTRACT	\$16,213	\$33,000	\$33,000	\$33,000	\$35,000	Base Grounds Maintenance
REPAIR & MAINTENANCE-GROUNDS	\$8,438	\$7,500	\$7,500	\$8,715	\$8,500	General grounds repair, irrigation, sod, landscaping and maintenance, including handyman services.
REPAIR & MAINTENANCE-FACILITY	\$20,183	\$27,000	\$27,000	\$27,000	\$27,000	General facility repairs and maintenance including plumbing and electrical (\$5,700), handyman services (\$14,000), fire alarm monitoring (\$2,100), pest control (\$400), a/c maintenance and monitoring (\$4,800).
PARKS IMPROVEMENT - OPERATING	\$1,541	\$15,000	\$18,150	\$18,150	\$9,000	Painting of playground structures.
MACHINERY & EQUIPMENT	\$7,277	\$0	\$0	\$0	\$0	-
PARKS - CAPITAL OUTLAY	\$3,750	\$0	\$0	\$0	\$0	-
SUB-TOTAL PICNIC PARK WEST-MCCC	\$134,398	\$159,800	\$169,950	\$167,272	\$165,385	
MIAMI LAKES OPTIMIST PARK						
JANITORIAL SERVICES	\$26,762	\$26,200	\$26,200	\$25,347	\$26,200	Custodial services \$2,100 monthly. Additional emergency services of \$1,000.
TELEPHONE SERVICES	\$5,982	\$7,000	\$7,000	\$7,049	\$7,000	WIFI services (\$3,500), Rain out in (\$200), phones, fire and burglar alarms (\$3,300).
UTILITY SERVICES	\$67,688	\$76,668	\$84,968	\$68,529	\$119,500	FPL (\$91,500) water & sewer (\$5,000), and waste removal (\$22,500)
REPAIR & MAINTENANCE-CONTRACT	\$456,079	\$456,000	\$456,000	\$456,834	\$456,000	Base contract with Brightview \$456,000.
REPAIR & MAINTENANCE-GROUNDS	\$51,237	\$41,500	\$41,500	\$41,500	\$41,500	General grounds repairs including irrigation (\$10,000), sod (\$10,000), electrical and plumbing (15,000) and handyman services (\$5,000), portable toilets (\$1500).
REPAIR & MAINTENANCE-FACILITY	\$15,432	\$20,000	\$27,500	\$27,500	\$27,500	General facility repairs including handyman services (\$10,000), fire alarm monitoring (\$3,000), a/c maintenance (\$2,400), Art in Public Places maintenance (\$2,585), pest control (\$300).
SPORTS HALL OF FAME	\$680	\$400	\$400	\$400	\$400	Annual Sports Hall of Fame ceremony.
MIAMI LAKES PARK MARINA OPERATIONS	\$0	\$500	\$500	\$220	\$500	Bait & tackle.
MIAMI LAKES PARK/IMPROVEMENTS	\$5,038	\$20,000	\$12,500	\$11,454	\$12,500	Park facility improvements including athletic equipment.
CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$5,000	\$0	\$0	\$0	\$0	-
SUB-TOTAL MIAMI LAKES OPTIMIST PARK	\$633,898	\$648,268	\$656,568	\$638,834	\$691,100	

TOWN OF MIAMI LAKES
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GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
MINI PARKS - POCKET PARKS						
UTILITY SERVICES	\$33,134	\$31,000	\$31,000	\$28,351	\$33,000	FPL (\$20,000) and Water & Sewer (\$13,000).
REPAIR & MAINTENANCE-CONTRACT	\$189,744	\$290,000	\$290,000	\$290,000	\$229,975	Grounds maintenance contract with Superior with 1 mulch cycle (\$158,475), annual wood fiber playground mulch replenishment (\$45,000). Beach Park maintenance contract with SFM (\$26,500).
REPAIR & MAINTENANCE-GROUNDS	\$25,225	\$64,650	\$64,650	\$64,650	\$64,650	General grounds repairs including irrigation, sod, debris removal and K-9 Cove maintenance (\$43,000), lake maintenance (12,000), tot lot pressure cleaning (\$8,000), handyman services (\$1,000) and pest control (\$650).
MINI PARKS-TREE TRIMMING	\$19,254	\$27,500	\$27,500	\$27,500	\$27,500	Various contracts to supplement off year of three year trimming cycle.
FURNITURE & NON CAPITAL OUTLAY	\$1,100	\$5,000	\$5,000	\$5,000	\$5,000	Pocket parks and playground amenities replacement as needed.
SUB-TOTAL MINI PARKS-POCKET PARKS	\$268,455	\$418,150	\$418,150	\$415,501	\$360,125	
BARBARA GOLEMAN						
BARBARA GOLEMAN MAINTENANCE	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	Per agreement-Resolution 02-100.
SUB-TOTAL BARBARA GOLEMAN	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	
TOTAL PARKS - COMMUNITY SERVICES	\$2,235,099	\$2,495,876	\$2,523,525	\$2,412,617	\$2,487,937	
RECREATION SERVICES						
REGULAR SALARIES	\$184,768	\$151,082	\$151,082	\$145,743	158,955	Current salary and wages.
OVERTIME	\$0	\$0	\$0	\$0	\$0 -	
COMPENSATED ABSENCES - CURRENT	\$0	\$0	\$0	\$0	\$0 -	
PAYROLL TAXES	\$14,693	\$11,558	\$11,558	\$11,149	\$12,160	Calculated based on 7.65% of salary.
FRS RETIREMENT CONTRIBUTION	\$15,960	\$12,807	\$12,807	\$12,641	\$11,183	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$21,009	\$28,903	\$28,903	\$25,084	\$27,821	Includes medical, dental, vision and life.
HEALTH INSURANCE ALLOWANCE	\$0	\$0	\$0	\$0	\$0	Health insurance allowance.
WIRELESS STIPEND	\$960	\$1,440	\$1,440	\$569	\$480	Stipend for Leisure Services Manager
YOUTH CENTER COMMUNITY PROGRAMS	\$5,665	\$8,000	\$8,000	\$4,610	\$5,500	Bus transportation for educational and community service opportunity field trips, equipment and supplies for workshops and theme nights, monthly punch card prizes, movie licensing, entry fees, etc., t-shirts, and open house.
CREDIT CARD FEES	\$0	\$0	\$0	\$0	\$0 -	
TOWN COMMUNITY PROGRAMS	\$14,411	\$14,890	\$14,890	\$6,004	\$16,677	Annual recitals (\$4,777), supplies for table tennis, archery, painting showcase & other (\$7,600), arts & craft and fitness for special needs adults (\$2,300), SAFE Flight Program (\$2,000).
SUB-TOTAL RECREATION SERVICES	\$257,466	\$228,680	\$228,680	\$205,800	\$232,777	

TOWN OF MIAMI LAKES
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ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
ECONOMIC DEVELOPMENT						
REGULAR SALARIES	\$0	\$71,158	\$71,158	\$71,005	\$73,293	Current salary and wages for Community and Special Events Coordinator and Part-Time Office Clerk .
PAYROLL TAXES	\$0	\$5,444	\$5,444	\$5,432	\$5,607	Calculated based on 7.65% of salary.
FRS RETIREMENT CONTRIBUTION	\$0	\$6,032	\$6,032	\$6,265	\$7,346	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$0	\$9,988	\$9,988	\$9,756	\$10,018	Includes medical, dental, vision and life.
WIRELESS STIPEND	\$0	\$480	\$480	\$480	\$480	Stipend for Community & Special Events Coordinator \$40 a month.
PROFESSIONAL SERVICES	\$45,038	\$3,600	\$3,600	\$2,010	\$3,600	Special Needs Advisory Board Liaison \$3,600.
SUB-TOTAL ECONOMIC DEVELOPMENT	\$45,038	\$96,701	\$96,702	\$94,947	\$100,344	
COMMUNICATIONS						
REGULAR SALARIES	\$84,209	46,631	\$46,631	\$40,232	\$57,281	Current salary and wages for Part-time Information Specialist & Marketing & Digital Services Specialist.
PAYROLL TAXES	\$7,123	3,567	\$3,567	\$3,078	\$4,382	Calculated based on 7.65% of salary.
FRS RETIREMENT CONTRIBUTION	\$8,231	3,953	\$3,953	\$3,550	\$5,741	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$0	\$13,911	-
HEALTH INSURANCE ALLOWANCE	\$8,893	\$0	\$0	\$0	\$0	-
WIRELESS STIPEND	\$498	\$0	\$0	\$0	\$0	-
SOCIAL MEDIA PLAN	\$16,449	\$14,500	\$14,500	\$14,500	\$14,500	Social Media management and optimization platform, video producer, Facebook, Instagram ads, and live-streaming service.
SUB-TOTAL COMMUNICATIONS	\$125,403	\$68,651	\$68,651	\$61,359	\$95,815	
SPECIAL EVENTS						
REGULAR SALARIES	\$89,738	\$89,738	\$89,738	\$91,063	\$92,435	Director's current salary and wages.
PAYROLL TAXES	\$6,258	\$6,865	\$6,865	\$6,966	\$7,071	Calculated based on 7.65% of salary.
FRS RETIREMENT CONTRIBUTION	\$7,449	\$7,607	\$7,607	\$8,035	\$9,265	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$14,606	\$16,282	\$16,282	\$17,093	\$18,351	Includes medical, dental, vision and life.
HEALTH INSURANCE ALLOWANCE	\$0	\$0	\$0	\$0	\$0	-
WIRELESS STIPEND	\$480	\$480	\$480	\$480	\$480	Stipend for Community Outreach & Engagement Director \$40 a month.
VOLUNTEER APPRECIATION	\$2,550	\$0	\$0	\$0	\$0	-
SPECIAL EVENTS VETERANS DAY	\$10,089	\$6,000	\$6,000	\$15,130	\$6,000	Veterans Day Parade.
SPECIAL EVENTS 4TH JULY	\$25,000	\$30,000	\$30,000	\$30,000	\$30,000	Fireworks and barge.
TOWN ANNIVERSARY	\$0	\$0	\$0	\$0	\$15,000	Celebratory event to kick off the Town's 20th Anniversary
OTHER EVENTS	\$9,077	\$10,000	\$10,000	\$10,000	\$10,000	Culinary Bike Tour
SUB-TOTAL SPECIAL EVENTS	\$165,247	\$166,972	\$166,972	\$178,767	\$188,602	

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ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
COMMITTEES						
NEIGHBORHOOD IMPROVEMENT COMMITTEE						
AWARD-BEAUTIFICATION AWARDS	\$1,442	\$750	\$750	\$750	\$750	
HOA-QUARTERLY MEETINGS	\$230	\$200	\$200	\$200	\$200	
LAKE-LAKE AWARENESS MONTH	\$0	\$200	\$200	\$0	\$200	
PEDES-PEDESTRIAN & BIKE INITIATIVES	\$6,963	\$5,500	\$5,500	\$5,500	\$5,500	
PROJ-COMMUNITY PROJECTS/HOME IMPROVEMENT	\$628	\$0	\$0	\$0	\$0	
TOTAL NEIGHBORHOOD IMPROVEMENT COMMITTEE	\$9,263	\$6,650	\$6,650	\$6,450	\$6,650	
CULTURAL AFFAIRS COMMITTEE						
SPECIAL EVENTS CULTURAL AFFAIRS COMMITTEE	\$0	\$0	\$0	\$0	\$0	
CULTURAL AFFAIRS COMMITTEE	\$1,367	\$0	\$0	\$0	\$0	
BASEL-ART BASEL MIAMI LAKES	\$768	\$500	\$500	\$482	\$500	
BLACK-BLACK HISTORY MONTH CONCERT	\$3,396	\$3,000	\$3,000	\$3,767	\$3,000	
BOOK-BOOK READING	\$723	\$750	\$750	\$738	\$750	
CAROL-CHRISTMAS CAROLING	\$0	\$0	\$0	\$0	\$0	
COF-CONCERT ON THE FAIRWAY	\$22,367	\$10,500	\$10,500	\$10,500	\$10,500	
CON-CONCERTS	\$4,250	\$5,000	\$5,000	\$5,000	\$5,000	
FILM-CLASSIC FILM IN THE PARK	\$0	\$0	\$0	\$0	\$0	
FOUR-FOURTH OF JULY	\$13,761	\$11,000	\$11,000	\$11,000	\$11,000	
FT-FISHING TOURNAMENT	\$426	\$500	\$500	\$608	\$500	
HISP-HISPANIC HERITAGE	\$3,717	\$3,000	\$3,000	\$3,235	\$3,000	
MISC-MISCELLANEOUS EXPENSES	\$0	\$0	\$0	\$0	\$0	
MLK-MARTIN LUTHER KING EVENT	\$1,055	\$0	\$0	\$0	\$375	
PC-PAINTING COMPETITION	\$0	\$0	\$0	\$0	\$0	
S FLI-SPRING FLING(PAINT A PICTURE)	\$148	\$750	\$750	\$0	\$375	
SCOT-SCOTTISH AMERICAN HERITAGE MONTH	\$1,600	\$0	\$0	\$0	\$0	
WOMEN-WOMEN HISTORY MONTH	\$2,848	\$2,000	\$2,000	\$3,786	\$2,000	
TOTAL CULTURAL AFFAIRS COMMITTEE	\$56,426	\$37,000	\$37,000	\$39,116	\$37,000	
ECONOMIC DEVELOPMENT COMMITTEE						
ECODV-MISCELLANEOUS EXPENSES	\$0	\$0	\$0	\$0	\$10,000	
MARKE-MARKETING MATERIALS	\$5,333	\$10,000	\$10,000	\$9,402	\$10,000	
ML CH-CHAMBER EXPO	\$10,000	\$10,000	\$10,000	\$10,000	\$0	
REALT-REALTOR EVENTS	\$2,790	\$0	\$0	\$0	\$0	
SHOWS-TRADE SHOWS CONVENTIONS	\$0	\$0	\$0	\$0	\$0	
TOTAL ECONOMIC DEVELOPMENT COMMITTEE	\$18,123	\$20,000	\$20,000	\$19,402	\$20,000	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
EDUCATION ADVISORY BOARD						
EDUCATIONAL ADVISORY BOARD	\$0	\$0	\$0	\$0	\$0	
EDUCATIONAL ADVISORY BOARD	\$0	\$0	\$0	\$0	\$0	
APLAN-AP LANGUAGE ARTS PROGRAM	\$26,000	\$26,500	\$26,500	\$0	\$26,500	
BOBIC-BOB GRAHAM & BARBARA GOLEMAN ACTIVITI	\$0	\$0	\$0	\$0	\$0	
BOBMA-BOB GRAHAM EDUC CTER MATERIALS	\$0	\$0	\$0	\$0	\$0	
DIREC-DIRECT INSTRUCTION TUTORING	\$0	\$0	\$0	\$0	\$0	
EVENT-TOWN EVENTS	\$1,337	\$1,000	\$1,000	\$231	\$1,000	
FCAT-FCAT TUTORING	\$0	\$0	\$0	\$0	\$0	
FRIEN-FRIENDS OF THE LIBRARY	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	
IMAG-IMAGINATION LIBRARY	\$3,483	\$4,000	\$4,000	\$4,000	\$4,000	
MISC-MISCELLANEOUS EXPENSES	\$0	\$0	\$0	\$0	\$0	
MLIC-MIAMI LAKES K-8 INSTRUCTIONAL COSTS	\$0	\$0	\$0	\$0	\$0	
SAT-SAT/ACT PREP COURSES	\$11,003	\$0	\$0	\$0	\$0	
STEM-ELECTIVE COURSES	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
TECH-TECHNOLOGY & MEDIA	\$12,000	\$0	\$0	\$0	\$0	
TEST STANDARDIZED TESTING SUPPORT	\$0	\$0	\$0	\$0	\$0	
TOTAL EDUCATIONAL ADVISORY BOARD	\$67,823	\$45,500	\$45,500	\$18,231	\$45,500	
ELDERLY AFFAIRS COMMITTEE						
ELDERLY AFFAIRS COMMITTEE	\$0	\$0	\$0	\$0	\$0	
BEEFR-TRANSPORTATION BEE FREE (SAT & SUN)	\$2,184	\$2,500	\$2,500	\$2,500	\$2,500	
BOXIN-ROCK STEADY BOXING	\$0	\$2,500	\$2,500	\$2,500	\$2,500	
DOMT-DOMINO TOURNAMENT	\$4,700	\$0	\$0	\$528	\$0	
FORU-COMMUNITY FORUMS	\$2,670	\$1,000	\$1,000	\$1,039	\$1,000	
HF-EAC-HEALTH FAIR	\$4,596	\$500	\$500	\$3,872	\$500	
METET-MEET & EAT	\$14,269	\$7,000	\$7,000	\$7,000	\$7,000	
MISC-MISCELLANEOUS EXPENSE	\$956	\$500	\$500	\$500	\$500	
SENIO-SENIOR FIELD TRIP	\$6,876	\$6,000	\$6,000	\$6,000	\$6,000	
SG-SENIOR GAMES	\$0	\$0	\$0	\$0	\$0	
SS-SENIOR SOCIAL	\$15,610	\$12,000	\$12,000	\$12,000	\$12,000	
TOTAL ELDERLY AFFAIRS COMMITTEE	\$65,102	\$42,000	\$32,000	\$35,939	\$32,000	
YOUTH ACTIVITIES TASK FORCE						
YOUTH ACTIVITIES TASK FORCE	\$0	\$0	\$0	\$0	\$0	
BR-BICYCLE RODEO	\$5,451	\$5,000	\$5,000	\$61	\$5,000	
HHH-HALLOWEEN HAUNTED HOUSE	\$25,967	\$15,000	\$15,000	\$22,077	\$15,000	
ICE-ICE CREAM SOCIAL	\$5,939	\$500	\$500	\$0	\$500	
JUST-JUST RUN	\$476	\$1,000	\$1,000	\$0	\$1,000	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
MISC-MISCELLANEOUS EXPENSE	\$0	\$0	\$0	\$0	\$0	
MP-MOVIES IN THE PARK	\$8,856	\$7,500	\$7,500	\$14,704	\$7,500	
RELAY-RELAY FOR LIFE	\$0	\$0	\$0	\$0	\$0	
SPORT-SPORTS PALOOZA/PRO SPORTS DAY	\$0	\$0	\$0	\$0	\$0	
SPRIN-SPRING FLING	\$13,293	\$7,000	\$7,000	\$5,033	\$7,000	
SUM-SUMMER YOUTH EMPLOYMENT INITIATIVE	\$113	\$150	\$150	\$0	\$150	
WINTR-WINTERFEST	\$0	\$0	\$0	\$0	\$0	
TOTAL YOUTH ACTIVITIES TASK FORCE	\$60,095	\$36,150	\$36,150	\$41,875	\$36,150	
PUBLIC SAFETY COMMITTEE						
PUBLIC SAFETY COMMITTEE	\$0	\$0	\$0	\$0	\$0	
BANN-BANNERS	\$0	\$0	\$0	\$0	\$200	
BRKF-POLICE APPRECIATION BREAKFAST	\$2,362	\$1,500	\$1,500	\$1,500	\$2,000	
CERT-TRAINING (CPR, AED, CERT, SELF-DEFENSE)	\$0	\$250	\$250	\$0	\$0	
EDMAT-EDUCATIONAL MATERIALS	\$65	\$250	\$250	\$250	\$100	
SHIRT-SHIRTS & SUPPLIES	\$436	\$300	\$300	\$0	\$0	
TOTAL PUBLIC SAFETY COMMITTEE	\$2,863	\$2,300	\$2,300	\$1,750	\$2,300	
VETERANS AFFAIRS COMMITTEE						
5KRUN-VETERAN 5K RUN	\$30,100	\$0	\$0	\$2,849	\$0	
VETERANS AFFAIRS COMMITTEE	\$0	\$0	\$0	\$20	\$0	
CARE-CARE PACKAGE DRIVE	\$0	\$500	\$500	\$500	\$500	
DED C-DEDICATION CEREMONY-VETS MEMO	\$0	\$0	\$0	\$0	\$0	
FLAG-FLAG RETIREMENT CEREMONY	\$0	\$0	\$0	\$0	\$0	
ML VE-MEMORIAL HONOR FUND	\$0	\$250	\$250	\$250	\$250	
MM-MARLINS FIELD TRIP ON MILITARY	\$0	\$0	\$0	\$0	\$0	
MTB-MILITARY TRIBUTE BANNER	\$6,775	\$2,500	\$2,500	\$6,994	\$2,500	
ODARK-VETERANS AFFAIRS	\$1,657	\$0	\$0	\$0	\$0	
PLAQU-PURCH TREES W/PLAQUES	\$849	\$1,000	\$1,000	\$1,000	\$1,000	
V COM-VETERANS COMMITTEE SHIRTS	\$0	\$250	\$250	\$250	\$250	
VET J-VETERANS JOB FAIR	\$0	\$0	\$0	\$0	\$0	
TOTAL VETERANS AFFAIRS COMMITTEE	\$39,382	\$4,500	\$4,500	\$11,863	\$4,500	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
SPECIAL NEEDS ADVISORY BOARD						
SPECIAL NEEDS ADVISORY BOARD	\$0	\$0	\$41,814	\$41,814	\$0	
SOCIA-SOCIAL & RECREATION PROGRAMS	\$0	\$0	\$0	\$0	\$0	
TRAIN-TRAINING FOR STAFF/FIRST	\$0	\$0	\$0	\$0	\$0	
INSVC-INTEGRATED SERVICES	\$0	\$0	\$0	\$0	\$0	
AWARE-COMMUNITY AWARENESS	\$0	\$0	\$0	\$0	\$0	
SKILL-LIFE & JOB SKILLS	\$0	\$0	\$0	\$0	\$0	
TOTAL SPECIAL NEEDS ADVISORY BOARD	\$0	\$0	\$41,814	\$41,814	\$0	
TOTAL COMMITTEES EXPENDITURES	\$319,077	\$194,100	\$225,914	\$216,441	\$184,100	
ITY OUTREACH & ENGAGEMENT EXPENDITURES	\$912,230	\$755,104	\$786,919	\$757,314	\$801,638	
PUBLIC WORKS						
REGULAR SALARIES	\$175,401	\$145,808	\$145,808	\$133,585	\$148,063	Current salary and wages for PW Coordinator, and 50% funding for PW Director and PW Engineer.
OVERTIME	\$52	\$0	\$0	\$0	\$0	-
PAYROLL TAXES	\$13,325	\$11,154	\$11,154	\$10,219	\$11,327	Calculated based on 7.65% of salaries.
FRS RETIREMENT CONTRIBUTION	\$15,631	\$12,360	\$12,360	\$11,786	\$14,840	Rate increase from 8.47% to 10% thru Jul '21.
HEALTH & LIFE INSURANCE	\$5,507	\$23,946	\$23,946	\$18,373	\$32,750	Includes medical, dental, vision and life.
HEALTH INSURANCE ALLOWANCE	\$13,433	\$0	\$0	\$0	\$0	-
WIRELESS STIPEND	\$794	\$480	\$480	\$960	\$960	Stipend for PW Director and PW Engineer.
PROFESSIONAL SERVICES	\$0	\$0	\$0	\$0	\$0	-
TOWN ENGINEER	\$0	\$15,000	\$15,000	\$14,844	\$15,000	Town wide projects, technical assistance, and inspection support, as needed.
PERMITS PLAN REVIEW	\$16,884	\$35,000	\$35,000	\$35,000	\$25,000	Independent Contractor for plans review and inspections. Offset by PW Permit revenues.
REPAIR & MAINTENANCE-STREET LIGHTS	\$67,786	\$70,000	\$70,000	\$70,408	\$72,000	Maintenance and repairs of street lights not owned by FPL.
REPAIR & MAINTENANCE-VEHICLES	\$3,798	\$4,000	\$4,000	\$1,244	\$4,000	Maintenance for 2 PW vehicles.
UNDERGROUND UTILITY LOCATION	\$24,041	\$33,353	\$33,353	\$33,000	\$33,353	Underground utility markings: High Tech (\$31,200), Sunshine state one call (\$2,153).
MISCELLANEOUS EXPENSE	\$9	\$3,000	\$3,000	\$2,346	\$3,000	Holiday banners and other PW miscellaneous items.
OPERATING SUPPLIES	\$1,109	\$3,000	\$3,000	\$2,095	\$3,000	Banners, chlorine, tools, materials for field work.
UNIFORMS	\$0	\$0	\$0	\$0	\$0	Uniforms expense moved to Administration in FY17-18.
FUEL & LUBRICANTS	\$2,705	\$3,000	\$3,000	\$2,573	\$3,000	Fuel and lubricants for 2 PW vehicles.
FURN & EQUIP NON CAPITAL	\$1,891	\$2,000	\$2,000	\$1,000	\$2,000	Signage, barricades and other PW equipment.
SUB-TOTAL PUBLIC WORKS ADMINISTRATION	\$342,366	\$362,102	\$362,101	\$337,433	\$368,293	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 ADOPTED BUDGET	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 PROPOSED BUDGET	PROPOSED BUDGET JUSTIFICATION
PUBLIC WORKS-GREEN SPACE						
RIGHT-OF-WAY ELECTRICITY	8,212	\$7,000	\$7,000	\$6,964	\$8,300	Electricity for entrance features, fountains and pumps.
UTILITY-WATER	46,763	\$42,000	\$42,000	\$27,463	\$42,000	Water & Sewer utility expense.
REPAIR & MAINTENANCE	\$393,569	\$515,819	\$515,819	\$515,819	\$509,738	Grounds (\$235,635), FDOT ROW (\$23,900), Flowers, landscape beds and cul-de-sac (\$89,354), litter, debris and doggie stations (\$122,000), miscellaneous repairs including plumbing, electrical and handyman services (\$15,000). Enhanced services - FDOT 6 supplemental cycles (\$7,950) and FDOT 18 cycles on Palmetto Circle (\$15,900).
PUBLIC WORK ENTRY MAINTENANCE	3,449	\$2,800	\$2,800	\$1,000	\$2,800	Includes maintenance and painting of entrance features at 154th and 87th Avenues.
EXTERMINATION SERVICES	\$2,575	\$3,000	\$3,000	\$3,865	\$4,000	Extermination of rodents, bees, dead animals, etc.
PW TREE REMOVAL	28,498	\$30,000	\$30,000	\$30,000	\$30,000	Removal of invasive, hazardous or dead trees.
TREE TRIMMING	190,020	\$262,879	\$262,879	\$261,474	\$230,923	Per contract based on 3 year cycle of 6,000 per cycle (\$165,972) ; Phase 3 includes annual cycle for aesthetic pruning along major corridors (\$64,951).
NEW TREE PLANTING	54,281	\$55,000	\$55,000	\$54,996	\$55,000	Tree Planting.
SUB-TOTAL PUBLIC WORKS-GREEN SPACE	\$727,366	\$918,498	\$918,498	\$901,580	\$882,761	
TOTAL PUBLIC WORKS EXPENDITURES	\$1,069,732	\$1,280,600	\$1,280,599	\$1,239,013	\$1,251,054	
NON-DEPARTMENTAL						
BAD DEBT EXPENSE- EMPLOY TAX 1	\$0	\$0	\$0	\$0	\$0	
BAD DEBT EXPENSE- ALARMS	\$0	\$0	\$0	\$0	\$0	
RESERVE FOR COMMITTEES FUTURE DONATIONS	\$0	\$40,000	\$40,000	\$0	\$40,000	Reserves offset by donations/contributions.
CONTINGENCY RESERVE	\$0	\$0	\$0	\$0	\$243,777	
RESERVE FOR LITIGATION/SETTLEMENT	\$0	\$342,500	\$198,700	\$0	\$198,700	Reserve for Pizzi vs Town of Miami Lakes legal fee settlement.
RESERVE FOR RENEWAL AND REPLACEMENT -	\$0	\$0	\$0	\$0	\$0	
EX ORD ITEM, PUBLIC OFFICIALS LEGAL REIMB	\$0	\$0	\$0	\$0	\$0	
SPECIAL ITEM, FEMA REIMB	\$9,722	\$0	\$0	\$0	\$0	
TOTAL NON-DEPARTMENTAL EXPENDITURES	\$9,722	\$382,500	\$238,700	\$0	\$482,477	
TOTAL GENERAL FUND EXPENDITURES	\$17,376,869	\$17,359,992	\$17,638,203	\$17,067,853	\$17,647,517	



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Honorable Councilmembers

From: Honorable Mayor Manny Cid

Subject: National League of Cities - CARES Act

Date: July 14, 2020

Recommendation:

I would like to pass a resolution in support of the National League of Cities efforts to ensure that all 19,000 municipalities in the United States receive direct assistance under the Coronavirus Relief Fund (CRF) which was created when the CARES Act was signed into law. Only 36 cities in the U.S. with populations over 500,000 received direct assistance. Those cities received about \$7.9 billion of the \$150 billion in the CRF for state & local governments. Cities under the 500,000 population were excluded from the guaranteed minimum level of assistance. The National League of Cities is advocating for direct appropriations to municipalities as they fear that funding for cities might never reach its intended target.

Please see attached the proposed Resolution for your kind review.

Fiscal Impact: None
Funding Source for Implementation: N/A
Timeline for Implementation: N/A

Guiding Principles: 2, 3, 7, 14
Objectives: 3

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, REQUESTING THAT CONGRESS PASS LEGISLATION PROVIDING DIRECT FUNDING ASSISTANCE TO ALL CITIES TO HELP MITIGATE EXPENDITURES AND CURRENT AND FUTURE LOSSES AS A RESULT OF THE COVID-19 PANDEMIC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CLERK; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, the coronavirus pandemic is an extraordinary time for the nation and the world has significantly altered the normal day to day life of most Floridians; and

WHEREAS, since Florida cases of the coronavirus were first reported, Florida's cities, towns and villages have been continuously working to respond to the needs of their residents and businesses; and

WHEREAS, Florida cities have been coordinating efforts among first responders, local health care professionals and county and state partners as we all work together to combat this pandemic; and

WHEREAS, Florida cities have been taking extraordinary measures to both limit the spread of COVID-10 and support local businesses, all while keeping the health and safety of their residents at the forefront of their efforts; and

WHEREAS, cities have been utilizing general revenues and implementing innovative and effective programs to deliver targeted relief such as mini grants, fee reductions and utility bill assistance to residents and small businesses needing assistance; and

WHEREAS, the fiscal consequences of COVID-19 are unprecedented and cities are now facing financial shortfalls while maintaining essential services for its residents and businesses; and

WHEREAS, Congress has passed several stimulus packages to provide relief to individuals and businesses facing enormous challenges as a result of COVID-19; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act provided direct federal relief to local governments with a minimum population of 500,000, which applied to only one Florida municipality; and

WHEREAS, Congress has not provided any direct funding to Florida's cities with a population under 500,000 to help mitigate the devastating and unexpected fiscal and employment impacts this pandemic has caused; and

WHEREAS, On June 10, 2020, Governor Ron DeSantis announced Florida's plan to disburse up to \$1.275 billion in CARES Act funds to counties with a population below 500,000, and recommended that counties share funds with cities within their jurisdictions, but these funds are not guaranteed nor directly available to cities and

WHEREAS, cities are a key component to accelerating Florida's economic recovery and providing a climate that will help businesses thrive, attract visitors from all over the world and enhance the quality of life that the citizens of Florida expect and deserve.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

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

Section 2. Town Support of Relief for Mainstreet Act. The Town of Miami Lakes urges Congress to pass direct federal funding assistance to all cities that will help to rebuild and restore the economic health of our nation by restoring the health of our cities, and in furtherance urges Congress to support Senate Bill 3742, sponsored by Senators Cory Booker (D- NJ), Steve Daines, (R-MT), and Patty Murray (D-WA), and House of Representative Bill 6907 by Representatives Daniel Kildee (D-MI-5) Brian Fitzpatrick (R-PA-5), Dwight Evans (D-PA-3) and Fred Upton (R-MI-6), together titled the RELIEF for Main Street Act. This bi-partisan legislation would allocate direct funding assistance to cities, counties and states in order to provide local relief and recovery funds for small businesses within their jurisdictions.

Section 3. Instructions to Town Clerk. The Town Clerk is instructed to remit a copy of this agreement to Congressman Mario Diaz Balart, Senator Marco Rubio and Senator Rick Scott.

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

PASSED AND ADOPTED this ____ day of _____ 2020.

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

FINAL VOTE AT ADOPTION

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Approved as to Form and Legal Sufficiency

Gina Inguanzo
TOWN CLERK

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Carlos O. Alvarez

Subject: Incorporating the Town of Miami Lakes Seal to All Entry Way Signage

Date: July 14, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I would like to incorporate the Town of Miami Lakes seal to Town boundary signage located on 154th Street & NW 87th Avenue.

Fiscal Impact: Moderate

Funding Source for Implementation: GF (FY 20-21)

Timeline for Implementation: 6 months

Guiding Principles: 12

Objectives: 5



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Josh Dieguez

Subject: Amicus Curiae Briefs in Support of Businesses

Date: July 14, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

In light of the second round of business closures, I move to direct the Town Attorney to prepare amicus briefs in support of restaurants that band together to file challenges to the latest round of dining room closures. This option has been discussed in prior meetings and in light of the recent actions by Mayor Gimenez I believe it is appropriate to prepare and file a supportive brief in the event an organized legal challenge(s) develops in Miami-Dade County. The brief must be circulated for input by the Council prior to its/their filing. Because the challenges will largely center on the same legal grounds, the Town can save time and money by developing one brief that is then tweaked according to the particular facts of a case.

While I fully understand the difficult position Mayor Gimenez finds himself in due to the rising level of positive cases in Miami-Dade County it is indisputable that these sorts of closures are drastic remedies that should be utilized only as a last resort. At this time, the case for closing restaurant dining areas has not been sufficiently made to give the public the assurance it needs that less restrictive methods have been considered and deemed insufficient to deal with the threat of COVID-19. It is also evident the closure was not thoroughly considered prior to its announcement. Therefore, I believe this action is appropriate to support restaurants that are compliant with New Normal guidelines and who are at risk of permanent closure due to the second closure of interior restaurant dining areas.

Fiscal Impact: Moderate

Funding Source for Implementation: Legal Reserves

Timeline for Implementation: TBD

Guiding Principles: 1, 2, 3, 4, 12, 14

Objectives: 3, 5, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Carlos O. Alvarez

Subject: CARES Act Funds for Town of Miami Lakes

Date: July 14, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I would like to direct the Town Attorney to file legal action against Miami Dade County, including seeking injunctive relief, to not have to enforce Miami Dade County Emergency Order No. 26-20.

In addition, send a letter to Miami Dade Mayor Carlos Gimenez and all members of the Board of County Commissioners requesting that Miami Dade County share CARES Act funds with the Town of Miami Lakes and all other Miami Dade municipalities. This will allow the Town to implement inspections to assure restaurants, gyms, fitness facilities and all other affected businesses are in compliance with social distancing, facial covering, and adhering to all the guidelines.

Fiscal Impact: Moderate

Funding Source for Implementation: Legal Reserves

Timeline for Implementation: Immediate

Guiding Principles: 2, 12, 13, 14

Objectives: 3, 5, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Honorable Josh Dieguez

Subject: Contact Tracing Presentation

Date: July 14, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

Although I believe we all understand the purpose of contact tracing, it may be less clear to us how it functions in practice. In order to be part of the solution to explore less restrictive means of fighting COVID-19 in a way that balances public health and economic survival, I would like to direct the Town Administration to prepare a comprehensive presentation to the Town Council at our next meeting about contact tracing—what it is, the ways it can be achieved, the degree it has been implemented by the State of Florida or the County, challenges to implementation, possible ways the Town can contribute to it, etc. I believe that this presentation would be informative for my colleagues and the public, whether we choose to participate in the end or not.

Fiscal Impact: Minimal

Funding Source for Implementation: GF

Timeline for Implementation: One month

Guiding Principles: 1, 2, 3, 4, 14

Objectives: 6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Honorable Councilmember Luis Collazo
Subject: COVID Testing in Miami Lakes
Date: July 14, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

With increasing numbers of COVID - 19 cases being identified throughout Miami Dade County, the State of Florida will be increasing testing efforts. This would be a good opportunity to explore additional testing options for our residents, especially those whom may need testing and may not have insurance or if alternative testing sites no longer have capacity to test.

I would like to have a discussion with my colleagues, directing staff to identify potential testing sites within the Town of Miami Lakes which could serve to supplement the current providers offering testing in our community, at no/low cost to our residents.

Fiscal Impact: TBD
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 1,2,3,4,14
Objectives: 5,6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Freebee Food Delivery
Date: July 14, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

Freebee is offering food delivery services as an alternative to mainstream mobile app delivery services. This can represent a cost savings to both businesses and consumers of at least 30% or more during this difficult times. After speaking with representatives of Freebee, they advised that they have instituted this program in the Village of Key Biscayne and are prepared to do the same in the Town of Miami Lakes. Therefore, I move to direct the Town Manager to take all appropriate steps to work with Freebee to implement this service in the Town until Freebee passenger ridership recovers to average numbers.

Fiscal Impact: None if no new hours are added
Funding Source for Implementation: N/A
Timeline for Implementation: N/A

Guiding Principles: 1, 2, 7, 8, 10, 14
Objectives: 3, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Transparency Module

Date: July 14, 2020

Recommendation:

Oral report regarding the financial transparency module, *“Transparent Miami Lakes”* is intended to be informational. However, actions may result of this item.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Monthly Status Report on Police Department

Date: July 14, 2020

Recommendation:

Please see attached.

Oral report is intended to be informational. However, actions may result of this item.



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

June 30, 2020

Section 1 – COMPSTAT CRIMES

Crime	Commercial Burglary – (7 incidents as of 06/30/2020)
Statistical Info	6 Incidents PYTD
Trends	Construction site theft
Action Taken	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.
Crime	Aggravated Battery – (5 incidents as of 06/30/2020)
Statistical Info	2 incidents PYTD
Trends	No identifiable trends
Action Taken	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

Day / Date / Time	June 7, 2020
Location	154 th Street NW 79 th Court
Planned Protests and Demonstrations On June 7, 2020, a demonstration/protest was held along the roadway at 154 th Street NW 79 th Court. Numerous individuals participated showing support for the Black Lives Matter movement. Counter protestors also responded to the scene. TML Police Section personnel planned for, monitored, and maintained order between opposing groups ensuring public safety and effective traffic flow.	
Day / Date / Time	June 14, 2020
Location	154 th Street NW 79 th Court
Planned Protests and Demonstrations On June 14, 2020, a demonstration/rally was held along the roadway at 154 th Street NW 79 th Court. Numerous individuals participated showing support for All Lives Matter, Blue Lives Matter, and President Donald Trump. Counter protestors also responded to the scene. TML Police Section personnel planned for, monitored, and maintained order between opposing groups ensuring public safety and effective traffic flow.	
Day / Date / Time	June 28, 2020
Location	154 th Street NW 79 th Court
Planned Protests and Demonstrations On June 28, 2020, a demonstration/protest was along the roadway at 154 th Street NW 79 th Court. Numerous individuals participated showing support for several groups and causes, including; Black Lives Matter, All Lives Matter, Blue Lives Matter, and President Donald Trump. Our TML Police Section planned for, monitored, and maintained order between opposing groups ensuring public safety and effective traffic flow	



MIAMI DADE POLICE DEPARTMENT

CAS Case Detail by Patrol Area - 11

Incidents Between Jun 1, 2020 and Jun 30, 2020

Agency: TOWN OF MIAMI LAKES District: L - TOWN OF MIAMI LAKES



Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
L - TOWN OF MIAMI LAKES																
Patrol Area 1																
0281	0	PD200609187773	06/09/2020 10:00	10:00	TUE	06/09/2020 10:15	8079 NW 154TH ST	TOWNPLACE SUITES	270 - LARCENY OVER	OVER	OP	G	7376	OTHER	SKIIP BILL	N
	0	PD200615194306	06/12/2020 19:30	19:30	FRI	06/15/2020 07:00	NW 158TH BLK & NW 77TH CT	PERSANT CONSTRUCTION SITE	26C - BURGLARY COMMERCIAL	COMMERCIAL	OP	G	7376	CUT LOCK		N
0313	0	PD200612190940	06/11/2020 22:00	22:00	THU	06/12/2020 06:00	8908 NW 149TH TER	RESIDENCE	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
		TOTALS FOR	Patrol Area 1						3							
Patrol Area 2																
0316	0	PD200616195610	06/13/2020 15:30	15:30	SAT	06/13/2020 15:45	7423 MIAMI LAKES DR	MEGA WINE AND SPIRITS	270 - LARCENY OVER	OVER	OP	G	9863	SHOPLIFTER		N
	0	PD200618197815	06/17/2020 19:30	19:30	WED	06/18/2020 10:30	15760 BULL RUN RD	MEADOW WALK APARTMENTS	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNKNOWN - N/A		N
0378	0	PD200618198261	06/17/2020 18:00	18:00	WED	06/18/2020 20:19	6708 CROOKED PALM TER	RESIDENCE	270 - LARCENY OVER	OVER	OP	G	9863	CURTILAGE		N
		TOTALS FOR	Patrol Area 2						3							
Patrol Area 3																
0317	0	PD200603181743	06/03/2020 17:52	17:52	WED	06/03/2020 17:52	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/ SMASH WINDOW		N



MIAMI DADE POLICE DEPARTMENT

CAS Case Detail by Patrol Area - 11

Incidents Between Jun 1, 2020 and Jun 30, 2020

Agency: TOWN OF MIAMI LAKES District: L - TOWN OF MIAMI LAKES



Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
0317	0	PD200603181804	06/03/2020 18:50	18:50	WED	06/03/2020 18:50	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/ SMASH WINDOW		N
	0	PD200605183425	06/05/2020 11:00	11:00	FRI	06/05/2020 11:50	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/ SMASH WINDOW		N
	0	PD200607186093	06/07/2020 16:30	16:30	SUN	06/07/2020 17:35	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	OTHER	TAMPERED WITH HANDLE ON DRIVERS DOOR	N
	0	PD200608186766	06/08/2020 10:59	10:59	MON	06/08/2020 10:59	5890 NW 163RD ST	USPLY	225 - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
	0	PD200612191535	06/12/2020 17:40	17:40	FRI	06/12/2020 18:10	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/ SMASH WINDOW		N
	0	PD200614193800	06/14/2020 16:45	16:45	SUN	06/14/2020 17:50	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/ SMASH WINDOW		N
	0	PD200615194287	06/15/2020 08:13	08:13	MON	06/15/2020 08:13	16185 NW 64TH AVE	ST TROPEZ	270 - LARCENY OVER	OVER	OP	G	9863	CUT LOCK		N
	0	PD200616195449	06/14/2020 23:30	23:30	SUN	06/15/2020 00:02	5743 NW 159TH ST	FB DOORS HOME IMPROVEMENT	270 - LARCENY OVER	OVER	OP	G	9863			N
	0	PD200618197495	06/18/2020 01:00	01:00	THU	06/18/2020 07:32	5743 NW 159TH ST	FBDOORS	270 - LARCENY OVER	OVER	OP	G	9863			N



MIAMI DADE POLICE DEPARTMENT

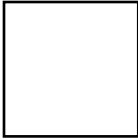
CAS Case Detail by Patrol Area - 11

Incidents Between Jun 1, 2020 and Jun 30, 2020

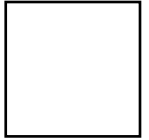
Agency: TOWN OF MIAMI LAKES District: L - TOWN OF MIAMI LAKES



Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
0317	0	PD200621201343	06/21/2020 16:00	16:00	SUN	06/21/2020 16:39	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	7376	BRK/ SMASH WINDOW		N
	0	PD200622202224	06/22/2020 12:07	12:07	MON	06/22/2020 12:07	16000 NW 59TH AVE	PARKING LOT	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
	0	PD200623203117	06/23/2020 08:30	08:30	TUE	06/23/2020 08:55	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	7376	BRK/ SMASH WINDOW		N
	0	PD200623203512	06/23/2020 13:48	13:48	TUE	06/23/2020 14:00	16580 NW 59TH AVE	COSTCO	27O - LARCENY OVER	OVER		G		SHOPLIFTER		N
	0	PD200626206554	06/26/2020 01:00	01:00	FRI	06/26/2020 07:36	5743 NW 159TH ST	FBDOORS	27O - LARCENY OVER	OVER	OP	G	9863			N
	0	PD200627208345	06/27/2020 17:00	17:00	SAT	06/27/2020 17:23	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	BRK/ SMASH WINDOW		N
0380	0	PD200614193026	06/13/2020 06:10	06:10	SAT	06/14/2020 00:10	13920 LAKE PLACID CT	RESIDENCE	26R - BURGLARY RESIDENTIAL	RESIDENTIAL	OP	G	7376	OTHER	FORCED DOOR OPEN	N
3379	0	PD200622202691	06/18/2020 18:00	18:00	THU	06/22/2020 19:00	6621 MAIN ST	APARTMENTS / PARKING LOT AREA	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
		TOTALS FOR	Patrol Area 3							18						
		TOTALS FOR	L - TOWN OF MIAMI LAKES							24						
			GRAND TOTAL							24						



MIAMI DADE POLICE DEPARTMENT
CAS Case Detail by Patrol Area - 11
Report Filters



Date From: Jun 1, 2020 **Date To:** Jun 30, 2020

Time From: 00:00 **Time From:** 23:59

Agency: TOWN OF MIAMI LAKES

District(s): L - TOWN OF MIAMI LAKES

Signal(s): 22S - AUTO THEFT STOLEN, 26C - BURGLARY COMMERCIAL, 26R - BURGLARY RESIDENTIAL, 26V - BURGLARY VEHICLE, 27O - LARCENY OVER, 29 - ROBBERY

Exclude AOA's: Y

Exclude Unfounded: Y

Report Written = 'Y'

Patrol Area:

Quadrant:

Grids:

M.O.:

Hate Crimes Only: N



MIAMI DADE POLICE DEPARTMENT
Automated - Targeted Crimes Year To Date - 74Y - Town Miami Lakes
Date Range: Jan 1, 2020 - Jul 1, 2020



095 - TOWN OF MIAMI LAKES

	2019 LYTD	2020 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	1	1	0.00%	0
03 Robbery	6	3	-50.00%	-3
04 Larceny (Over)	67	34	-49.25%	-33
05 Auto Theft	40	25	-37.50%	-15
06 Burglary Commercial	6	7	16.67%	1
07 Burglary Residential	15	6	-60.00%	-9
08 Aggravated Assault	8	4	-50.00%	-4
09 Aggravated Battery	2	5	150.00%	3
TOTAL:	145	85	-41.38%	-60

/0 - Indicates that Percent Change formula cannot be divided by zero



MIAMI DADE POLICE DEPARTMENT
Automated - Targeted Crimes Year To Date - 74Y - Town Miami Lakes
Report Filters



Incident Date Range: Jan 1, 2020 - Jul 1, 2020

Division:

Agency: 095

For Agricultural Patrol Section: N

Exclude UNFOUNDED cases

Exclude AOA's

Report Written = 'Y'

CAS Package



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Raul Gastesi, Town Attorney

Subject: Attorney Reports

Date: July 14, 2020

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense.

Background:

Michael Pizzi JR. v. Town of Miami Lakes

There has been recent activity. No additional cost.

Juan Valiente v. Town of Miami Lakes

There are no significant expenditures to report currently. Litigation is ongoing.