

TOWN OF BAY HARBOR ISLANDS

February 12, 2018

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Proclamation - Teacher of the Year
Molly Winters Diallo of Alonso & Tracy Mourning Senior High School

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

2. Report of Investments Performance for the period end December 31, 2017 - Dan Brea of BNY Mellon

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

3. Consideration of a recommendation from the Parks and Recreation Committee for a new Senior Social Night program to be held at the community center.

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

4. **Consideration and Approval** of an employment agreement with the Chief of Police, C. Sean Hemingway for a period of three (3) years. Enclosed is a copy of the proposed agreement.

5. **Consideration and Approval** of charity donation requested by Mayor Leonard in the amount of \$1,000 to the Ruth K. Broad Bay Harbor PTA. Enclosed is a copy of the funding request documents.
6. **Consideration and Approval** of a request from the David L. Singer Memorial Foundation of the Town's customary donation in the amount of \$500 for the Special Olympics Event. Enclosed is a copy of the funding request form and supporting documents.
7. **Consideration and Approval** of an expenditure in the amount of \$21,892.00 for the purchase of a new Ford F-150 pickup truck for the Public Works Department from Duval Ford. Enclosed is a copy of the quote and outline of the specs.
8. **Consideration and Approval** of contract award BHI-190 to Cues, Inc in the amount of \$34,600 for the purchase of a new sewer crawler camera inspection system for the Public Works Department. Enclosed is copy of the bid documents and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON SECOND READING:

9. **Consideration and approval** of an ordinance on **second** reading amending Chapter 16 to provide a five (5) year cliff vesting schedule for police officer members of the Retirement System. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A FIVE-YEAR CLIFF VESTING SCHEDULE FOR POLICE OFFICER MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

10. **Consideration** and **Approval** of an ordinance on **first** reading to amend Chapter 10 of the Town Code to enhanced outdoor lighting requirements. Enclosed is a copy of the proposed ordinance and staff report.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING CHAPTER 10 OF THE TOWN'S CODE OF
ORDINANCES ENTITLED HOUSING BY MODIFYING
SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23
ENTITLED ZONING AND PLANNING BY MODIFYING
SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR
LIGHTING REQUIREMENTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND
PROVIDING AN EFFECTIVE DATE.**

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

11. **Consideration** and **Approval** of a agreement requested by Mayor Leonard between the Town of Bay Harbor Islands and the Village of Miami Shores for the use and access of the Aquatics Center. Enclosed is a copy of the agreement.

STAFF RECOMMENDATION: Approval

POLL VOTE

12. **Consideration** and **Approval** of a proposal from Kimley Horn and Associates, Inc. in the amount of \$9,500 to develop a Preliminary Design Report of the existing emergency power system for Town Hall. Enclosed is a copy of the proposal submitted by Kimley Horn and Associates.

STAFF RECOMMENDATION: Approval

13. **Consideration** and **Approval** of award of contract BHI-191 for Zone 2 valley gutter repairs in favor of C & I Construction and Design in the amount of \$110,000. Enclosed is a copy bid results and contract documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

14. **Consideration** and **Approval** of a proposal from Calvin, Giordano & Associates in the amount of \$8,250 for professional traffic engineering services related to the proposed development located on the Northeast corner of NE 123 Street and North Bayshore Drive in the City of North Miami. Enclosed is a copy of the proposal submitted by Calvin, Giordano & Associates.

STAFF RECOMMENDATION: Approval

DISCUSSION ITEMS:

15. **Discussion** requested by Council Member Salver regarding the design standards for single family homes on the West Island. Enclosed is a Powerpoint presentation and staff report prepared by Town Planner, Michael Miller.
16. **Discussion** to establish regulations for the installation and maintenance of floating vessels platforms / floating boat slips. Enclosed is a staff report from Town Planner, Michael Miller.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 3.

ITEM: Consideration of a recommendation from the Parks and Recreation Committee for a new Senior Social Night program to be held at the community center.

DESCRIPTION:

The Parks and Recreation committee is proposing a new Senior Social Night program where seniors can gather to eat, dance and socialize with each other at the community center.

RECOMMENDED ACTION:

Staff recommends approval.

FINANCIAL ANALYSIS:

Fiscal impact is minimal as staff expects costs not to exceed \$1,000.

BUDGET IMPACT:

Submitted By: Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 4.

ITEM: Consideration and Approval of an employment agreement with the Chief of Police, C. Sean Hemingway for a period of three (3) years. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The proposed agreement is for a three (3) year term ending March 11, 2021. The Town Council may extend the agreement for a period of up to two (2) years with the recommendation of the Town Manager.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Agreement - Chief of Police	Agreement - Chief of Police.pdf
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**Employment Agreement
Chief of Police**

This agreement is an Employment Agreement ("the agreement") made and entered into this 11th day of March, 2018 between the Town of Bay Harbor Islands ("Town") and C. Sean Hemingway ("the employee").

Recitals

The Town agrees to employ the services of the Employee as Chief of Police (Operating Chief Executive) and the Employee wishes to continue employment as the Chief of Police under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Employee agree to the following.

SECTION 1. DUTIES AND HOURS OF WORK

- 1.1 The Town agrees to employ the Employee as Chief of Police to perform the duties and exercise the powers as prescribed by State Law, the Town Charter and the Town Code, and from time to time perform other legally permissible tasks and functions as assigned by the Town Manager.
- 1.2 The Employee agrees to remain in the exclusive employ of the Town during the terms of this agreement.
- 1.3 The Employee is a salaried full-time employee. As a Department Director, from time to time the Employee is also expected to work hours in excess of 40 hours per week to ensure the proper oversight of the department. This includes, but is not limited to attending Council meetings, participating in events, responding to emergencies and routine visits and oversight of the various patrol shifts.

SECTION 2. COMMENCEMENT DATE

- 2.1 This agreement shall commence on March 12th, 2017 and continue for period of three (3) years ending on March 11th, 2021 unless extended pursuant to Section 2.2
- 2.2 The Town Council may extend this agreement for a period of up to two (2) years with the recommendation of the Town Manager

SECTION 3. TERMINATION BY THE TOWN AND SEVERANCE PAY

- 3.1 If the employee is terminated by the Town without cause during such time as the Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay the Employee a lump sum cash payment equal to sixteen (16) weeks of the Employee's salary. In accordance with Section 215.425, Florida Statutes, under no circumstances will the Severance Pay provided to the Employee exceed an amount greater than sixteen (16) weeks of his salary. Severance Pay shall be paid within fifteen (15) days of termination.

3.2 In the event that the Employee is terminated with cause, including misconduct as defined in Section 443.036 (30), Florida Statutes, and conduct unbecoming a public official, which shall include but not limited to criminal conduct, the Town shall have no obligation to pay Severance Pay designated in Section 3.1 above. If the Employee's employment is terminated pursuant to this subsection, then the Town is only required to pay the Employee accrued time due to the Employee at date of termination. After the payment described in the immediate preceding sentence, the Town shall have no further obligation to the Employee pursuant to this agreement.

SECTION 4. RESIGNATION BY EMPLOYEE

In the event that the Employee voluntarily resigns his position, the Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay; however, the employee shall be entitled to accrued leave, as of the date of resignation.

SECTION 5. COMPENSATION SECTION

5.1 The employee's salary shall be One Hundred Fifty Two Thousand, One Hundred and Forty Five dollars and seventy six cents(152,145.76), as was budgeted in the 2017-18 Town Budget which shall be payable in regular installments at the same time as other Town employees are paid.

5.2 The Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit Town employees with the approval of the Town Manager.

5.3 The Town Manager shall have the ability to adjust the Employee's salary within the approved salary range for the position as deemed appropriate.

SECTION 7. RETIREMENT/DEFERRED COMPENSATION

The Employee will continue with the Town's Retirement System as set forth by the Town Ordinance. The Employee will be entitled to buy up to 4 years of previous police service earned at some other employer. The Employee will have the option of having monthly payments broken down based on a Fifteen year pay plan; however any remaining balance must be paid within 30 days of separation from the Town. The Employee will be entitled to all other benefits as specified in the current Town of Bay Harbor Islands and PBA Collective Bargaining Agreement listed under Section 29.

SECTION 8. VACATION/SICK LEAVE AND HOLIDAYS SECTION

The Employee shall receive the following time accruals:

- a. Sick- 12 Sick days per year totaling 120 hours per year.
- b. Vacation: 200 hours of vacation upon 5 years of service, The Employee is entitled to accrue and carry on the books up to 200 hours of vacation time at any given time with the approval of the Town Manager

SECTION 9. PROFESSIONAL DEVELOPMENT/EDUCATIONAL ASSISTANCE

9.1 The Town will agree to pay reasonable professional dues for the Florida Chiefs Association, Miami-Dade Association of Chiefs of Police, and International Association of Chiefs of Police, as well as any mutually agreed upon travel costs to ensure that the Town remains in compliance with industry standards and best practices on the local, state and national level. The Employee shall not hold any office in any association without prior approval of the Town Manager's Office.

SECTION 10. ALLOWANCES SECTION

The Town agrees to provide the Employee with Educational Incentive Pay consistent with what the Town's Police Officers receive but not to exceed \$5,000 per fiscal year.

SECTION 11. NOTICE SECTION

Notices pursuant to this Agreement shall be given by certified mail through the United States Postal Service delivery, address as follows:

Town: Town Mayor 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

Employee: Sean Hemingway 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

Town Attorney: TBD

SECTION 12. OTHER TERMS AND CONDITIONS

12.1 This Agreement supersedes any oral representation and/or other prior written agreements.

12.2 If any provisions, or any portion thereof, contained in this Agreement is held up to be unconstitutional, illegal, or invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

12.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

12.4 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

12.5 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties herein.

12.6 This agreement shall be governed by law.

12.7 The parties waive the privilege of venue and agree that any litigation involving this Agreement shall take place in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in Federal Court, the Court for the Southern District of Florida.

Attest:

Marlene Siegel- Town Clerk

_____Date_____

Town Manger Ronald Wasson

_____Date_____

Town Attorney Craig Sherman

_____Date_____

Employee C. Sean Hemingway

_____Date_____

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 5.

ITEM: Consideration and Approval of charity donation requested by Mayor Leonard in the amount of \$1,000 to the Ruth K. Broad Bay Harbor PTA. Enclosed is a copy of the funding request documents.

DESCRIPTION:

The event is being organized by the Ruth K. Broad Bay Harbor, Parent Teacher Association (PTA). The donation will help fund the Annual Family Fun Day / Kickball Tournament Event schedule for Saturday, February 24, 2018.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan Leonard, Mayor

ATTACHMENTS

1.	Charity Donation- RKBBH	RKBBK-8 PTA donation.pdf
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TOWN OF BAY HARBOR ISLANDS

FUNDING REQUEST FORM

Name of Organization: <u>Ruth K Broad Bay Harbor PTA</u>	Amount Requested: <u>\$1,000</u>
Address: <u>1155 93rd St Bay Harbor 33154</u>	Phone Number: <u>305-926-9895</u>
Mission Statement:	
Tax Status:	Employer ID Number:

Purpose of Request (Name of the project this request fill fund): <u>Annual KibKball Tournament - RKBBH Family Fun Day</u>	
Anticipated Project Start Date: <u>Feb 24 2018</u>	Completion Date: <u>Feb 24 2018</u>
Total Cost of the Project (a detailed budget must be attached):	

Have other cities or private entities donated money to this project? ☒ Yes ☐ No

If yes, please list the cities/entities with the amount donated by each:

SURSIDE, Bal Harbor

Will this request have a direct impact on the Town of Bay Harbor Islands? ☒ Yes ☐ No

If yes, explain how?

IT provides a fun filled day to all families and residents of the island.

Will this be a recurring request (Is a future donation request likely)? ☒ Yes ☐ No

If yes, please explain why?

It is an annual event.

Monica Campbell PTA President

Name and Title of Individual Filing Request (printed)

[Signature]
Signature

1/17/18
Date

Please note: All organizations that are awarded funding will be required to provide a follow-up report no later than two weeks after project completion.

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a request from the David L. Singer Memorial Foundation of the Town's customary donation in the amount of \$500 for the Special Olympics Event. Enclosed is a copy of the funding request form and supporting documents.

DESCRIPTION:

The David L. Singer Memorial Foundation has requested a charity donation in the amount of \$500 to support this year's Special Olympics. This year is the 36th Annual Anniversary of the Foundation hosting athleticism for mentally & physically challenged persons. The event has been schedule for March 11, 2018.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Funding Request Form - DS	David Singer Foundation.pdf
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TOWN OF BAY HARBOR ISLANDS

FUNDING REQUEST FORM

1. Name of Organization: DAVID L. SINGER MEMORIAL FOUNDATION INC. 2. Amount Requested: \$500-
Address: 1145 LINDEN ST. HOLLYWOOD, FL Phone: 305-725-4222
(city / state / zip code) 33019
3. Mission Statement: PROVIDE ATHLETISM FOR MENTALLY & PHYSICALLY CHALLENGED PERSONS
4. Tax Status: 501(c)3 5. Employer Identification # 65-0350670
6. Purpose of Request (Name of the Project this request will fund): SPECIAL OLYMPICS TRACK & FIELD EVENT
7. Anticipated Project Start Date: 3/11/18 Anticipated Project Completion Date: 3/11/18
8. Total Cost of the Project (A detailed budget must be attached): \$ 28,110-
9. Have any other cities or private entities donated money to this project? YES / NO
- 9 b. If yes, please list those cities or entities with the amounts donated by each: NORTH MIAMI BEACH \$7,000; NORTH MIAMI \$500; MEDLEY \$500; VIRGINIA GARDENS \$250; COMMISSIONER SALLY HEYMAN-DISTRICT 4 \$2,500-
10. Will this request have a direct impact on the Town of Bay Harbor Islands? YES / NO
- 10 b. If yes, how? THIS IS AN ANNUAL EVENT THAT WE HAVE BEEN PRESENTING FOR 36 YEARS AND THE TOWN OF BHI HAS SPONSORED FOR OVER TWO DECADES
11. Will this be a reoccurring request (Is a future donation request likely)? YES / NO
- 11 b. If yes, please explain why? COGNITIVELY DISABLED CHILDREN FROM TOWN OF BHI PARTICIPATE IN THIS EVENT

EDWARD SMITH-DIRECTOR/CHAIRMAN

Name and Title of Individual Filing Request
(please print)

[Signature]
Signature

1/2/18
Date

* Please note: All Organizations who are awarded funding, will be required to provide a follow-up report no later than two weeks after project completion.

DAVID L. SINGER MEMORIAL FOUNDATION, INC.

BUDGET FOR SPECIAL OLYMPICS SUMMER GAMES (ATHLETICS)

Funded by: David L. Singer Memorial Foundation, Inc.
Hosted by: North Miami Beach Optimist Club

Site: Traz Powell Stadium

BUDGET:

Traz Powell Stadium lease	\$1,000.00
Posters – Reflex Graphics	500.00
Dodge City Amusements	1,350.00
Office Depot supplies (markers, pens, clip boards etc.)	400.00
Seacoast Rentals (tents, banquet tables, chairs)	5,100.00
Goldstar Printers (heat sheets, time sheets etc.)	1,250.00
McKorkle Ice	600.00
Private Security (3 nights – 6 PM to 6 AM)	580.00
Ryder Trucks (2 – one refrigerated, one not)	1,280.00
Trophies & Plaques	1,100.00
T-shirts for volunteers	5,500.00
Athletes and Coaches shirts	2,500.00
Coca Cola – 75 cases assorted – 20 oz. bottles	1,300.00
Golf Carts – rental 5 carts	500.00
2,400 units bottled water	1,200.00
Large Showmobile Stage	750.00
Food (1,500 sandwiches for participants & coaches)	1,100.00
Food for Olympic Village Concession	900.00
Airline tickets & hotel for 2 Special Olympics Officials	1,200.00

TOTAL: \$28,110.00

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an expenditure in the amount of \$21,892.00 for the purchase of a new Ford F-150 pickup truck for the Public Works Department from Duval Ford. Enclosed is a copy of the quote and outline of the specs.

DESCRIPTION:

The Town will utilize the Florida Sheriff's Association State Bid Contract for FY 2017-2018 to purchase one new Ford F 150 pickup truck from Duval Ford. The attachments included the quoted cost from Duval Ford with selected options totaling a price of \$21,892.00, and the Florida Sheriff's Association bid specifications showing base pricing and optional equipment shown on subsequent pages adding up to the same total.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Randy Daniel, Town Engineer
Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

1.	DUVAL FORD PRICE QUOTE	DUVAL FORD OFFICIAL QUOTE 16JAN2018.pdf
2.	FSA BID SPECIFICATION BASE & OPTION PRICING	FSA BID SPECIFICATION PRICING BAS AND OPTIONS 06JAN2018.pdf

BAY HARBOUR ISLAND

Prepared for:		Contract Holder	DATE:
BAY HARBOUR ISLAND DOUGLAS ARMSTRONG darmstrong@bayharborislands-fl.gov 786-877-4130		Duval Ford Fleet Sales Laura Torbett (Work) 904-387-6541 (Fax) 904-387-6816 laura.torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	1/4/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA17-VEL25.0 chassis / FSA17-VEL15.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 46	FORD F-150 1/2 TON REG CAB PICKUP TRUCK - 4X2 (F1C)	\$ 19,326.00
0	100A	XL TRIM PACKAGE	NC
0	99B	3.3L V6 TI-VCT WITH FLEX-FUEL	NC
0	122	122" WHEEL BASE 6.5' BED	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	STD
0	85A	POWER WINDOWS AND LOCKS	\$ 969.00
0	3K	THIRD KEY WITH FOB	\$ 325.00
0	96W	SPRAY ON BEDLINER	\$ 494.00
0	53A	HD TRAILER TOWING PAKAGE	\$ 594.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	85H	BACK UP ALARM	\$ 124.00
0	STD	BACK UP CAMERA	\$ -
0	TEMP	TEMP TAG	\$ 16.00
0	YZ	EXTERIOR: OXFORD WHITE	\$ -
0	AG	INTERIOR: GRAY VINYL INTERIOR 40/20/40	\$ -
0			\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$120 \$ -
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 21,892.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 21,892.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON PICKUP TRUCK - 4X2 SPECIFICATION #46

2018 Ford F-150 (F1C)

The Ford F-150 (F1C) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Coggin Ford	Prestige Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00

Order Code	Delete Options	Western	Northern	Central & Southern
	AM/FM stereo radio	NA	NA	NA
	Air conditioning	NA	NA	NA
	Full size spare tire and rim	NA	NA	NA

Order Code	Add Options	Western	Northern	Central & Southern
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Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

995 ¹	Engine upgrade - specify	\$1,994.00 ¹	\$994.00 ²	\$994.00 ³
99p ²	5.0L V8 with Auto Start-Stop Technology and Flex-Fuel Capability ¹			
99p ³	Engine: 2.7L V6 EcoBoost Includes auto start-stop technology. Includes: -3.15 Axle Ratio -GVWR: 6,070 lb Payload Package ²			
	2.7 ECOBOOST ³			
99P ¹	Engine upgrade - specify	\$994.00 ¹	\$1,994.00 ²	\$1,994.00 ³
99F ²	2.7L V6 EcoBoost® with Auto Start-Stop Technology. FOR 3.5L V6 EcoBoost® (NA 122" WB) with Auto Start-Stop Technology USE \$2594. ¹			
995 ³	Engine: 5.0L V8 LATE AVAILABILITY for flex-fuel capability. Includes auto start-stop technology and flex-fuel capability, Includes: -3.15 Axle Ratio -GVWR: 6,200 lbs Payload Package ²			
	5.0 V-8 ³			
98G ¹	Bi-fuel model - specify	\$314.00 ¹	\$314.00 ²	\$314.00 ³
98G ²	CNG/Propane Gaseous Engine Prep Pack (req. 995 5.0L V8 engine) ¹			
98G ³	REQUIRES 5.0L V8 ENGINE WITH GASEOUS PREP ENGINE ²			
98G ¹	CNG Model - Specify	\$314.00 ¹	\$314.00 ²	\$314.00 ³
98G ²	CNG/Propane Gaseous Engine Prep Pack (req. 995 5.0L V8 engine) ¹			
98G ³	REQUIRES 5.0L V8 ENGINE WITH GASEOUS PREP ENGINE ²			
CNG ¹	CNG Conversion (discuss with dealer)	\$13,000.00 ¹	\$13,400.00 ²	\$9,995.00 ³
977G/CNG ²	[option 1] CNG Altech Eco System 23.5GGE: \$13000 with STD Cover [option 2] Cng Landi Renzo Bi-Fuel 23gge in bed tank with cover. [option 3] 8.2 GGE tank \$11450. All require 98g ¹			
CNG ³	8.2 GGE REQUIRES 5.0 V-8 AND 98G ³			
LPG ¹	LPG Conversion (discuss with dealer)	\$11,900.00 ¹	\$9,842.00 ²	NA
98F/LPG ²	Propane Alliance 38gal in bed dual fuel system: \$11900 req 98g ¹			
	Battery, 650 cca or greater	NA	NA	Std

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Coggin Ford	Prestige Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00

627* ¹ NONGV3 ² 627 ³	Dual batteries 7,700 lbs. GVWR <i>Increases GVWR to 7600 lbs. on XL and 7850 lbs. on XLT. Requires: Trailer Tow Package 53A (add \$594) required when ordered with 5.0L Engine 995 (add \$1994). Max Trailer Tow Package 53C required when ordered with 3.5L EcoBoost Engine 99G. Includes: 3.73 Electronic-locking rear-axle, 9.75" gears, 36 Gallon Fuel tank, LT245/70R17E BSW all-terrain tires (A/T) (T7C) (XL only), LT275/65R18C OWL all-terrain tires (A/T) (T8C) (XLT), Upgraded springs and auxiliary transmission oil cooler, XL: 17" Silver Steel Heavy-Duty Payload Pkg. wheels (64W), XLT: 18" Silver Aluminum Heavy-Duty Payload Pkg. wheels (64H). Not available with: 2.7L V6 EcoBoost engine (99P), 122" WB on XL/XLT, XL/XLT Chrome Appearance Package (86A, 86B), or XL/XLT Sport Appearance Package (861, 862)¹ REQUIRES TRAILER TOW PKG & 5.0L V8 ENGINE & 141 WHEELBASE (7600 GVWR)²</i>	NA \$1,499.00 ¹	NA \$3,289.00 ²	NA \$4,389.00 ³
67T* ¹ 67T ² 67T ³	Electric brake controller <i>Integrated Trailer Brake Controller (req. 53B Class IV Trailer Hitch or 53A Trailer Tow Pkg.; incl. with 53C Max Trailer Tow Pkg. ¹</i> REQUIRES TRAILER TOW PKG \$995²	\$274.00 ¹	\$274.00 ²	\$274.00 ³
XL6 ¹ XL6 ² XL6 ³	Traction control Limited slip differential <i>3.73 Electronic Locking axle ratio. Use XL3 3.31 Electronic Locking axle ratio with 995 v8 engine \$419. Use XL9 3.55 with 3.5L V6 EcoBoost engine \$469¹</i>	Std \$569.00 ¹	Std \$569.00 ²	Std \$569.00 ³
F1C.300A ¹ 300A ² XLT ³	Manufacturer's model upgrade package (specify pkg. bid) <i>XLT Pkg for RC Model W/ Bumper, Front Chrome w/ Body-Lo Fascia, Bumper Rear Chrome, Fog Lamps, Grille Chrome 3 Bar Style w/Chrome Nostrils, Chrome Surround & Black Mesh Insert, Mirrors, Side view Man folding, Power Glass With Black, Skull Caps, Wheels 17" Silver Painted Alum, AirConditioning Registers Chrome Ring w/Obsidian Vanes, Carpet Color coordinated w/ Carpeted Floor Mats, Compass Display in Instrument Cluster, Cruise Control, Delayed Accessory Power, Illum Entry, Power Door Locks w/Flip Key & Integrated Key, Transmitter Keyless Entry Autolock), Power Tailgate Lock, Power Windows-1-touch Up/Dn Driver & Pass Front Windows, Rear window w/Fixed Privacy Glass, Scuff Plates MIC, Front, Seat, Front Cloth 40/20/40-4-way adjustable head restraints-Manual driver and passenger lumbar-Arm rest w/Storage underseat-Seat back map pocket, driver & pass, Visors w/Driver & Pass Covered Mirrors, MyKey Owner Controls Feature, Perim AntiTheft Alarm, SecuriCode Keyless Entry Keypad, Driver'sSide, SYNC Enhanced Voice Recog Comms & Entertain System- 911 Asst 4.2"LCD Display in Center Stack-Applelink-Smart Charging USB port-1, AM/FMSingle CD 4 speakers¹</i> <i>XLT Trim Level 300A Includes: Tires: P245/70R17 BSW A/S, Wheels: 17" Silver Painted Aluminum, Cloth 40/20/40 Front Seat, 4-way adjustable driver/pass. headrests, manual driver / pass. lumbar & armrest w/storage, AM/FM Single-CD Player w/4 speakers, SYNC enhanced voice recognition communication & entertainment system, 911 assist, 4.2" LCD display in center stack, Applelink and 1 smart charging USB port.²</i>	\$5,499.00 ¹	\$5,589.00 ²	\$5,550.00 ³
CG ¹ C ² W ³	Seat trim upgrade - specify CLOTH SEATS¹ BUCKET SEATS³	NC ¹	NC ²	\$294.00 ³
85A ¹ 85A ² 85A ³	Power windows/door locks <i>XL POWER EQUIPMENT GROUP Includes: Manual-folding, Power Glass Sideview Mirrors with Black Skull Caps, Illuminated Entry, MyKey, Perimeter Alarm, Power Locks with Flip Key and Integrated Key Transmitter keyless-entry (includes Autolock), Power Tailgate Lock, and Power Windows. INCLUDED IN MODEL UPGRADES¹</i>	\$969.00 ¹	\$969.00 ²	\$969.00 ³
50S ¹ 50S ² 50S ³	Speed control INCLUDED IN MODEL UPGRADES¹	\$224.00 ¹	\$224.00 ²	\$224.00 ³
	Tilt steering wheel	Std	Std	Std

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Coggin Ford	Prestige Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00

	Passenger dome lamp	Std	Std	NA
W ³	Bucket seats in lieu of bench seat	NA	NA	\$294.00 ³
168 ¹	Carpet in lieu of rubber floor covering	\$144.00 ¹	\$144.00 ²	\$144.00 ³
168 ²	Color-coordinated Carpet w/Carpeted Matching Floor Mats. INCLUDED in xlt model upgrade ¹			
168 ³				
47R* ¹	Floor mats	\$134.00 ¹	\$396.00 ²	\$134.00 ³
FM ²	Factory rubber floor mats require the factory carpet option add \$144. Carpet floor mats are included in xlt model upgrade. For dealer installed all weather floor mats without the factory carpet addition use \$90. For weather tech laser cut use \$200 ¹			
47R ³				
	WEATHER TECH FLOOR MATS ²			
924* ¹	Deep tinted glass	\$99.00 ¹	\$99.00 ²	\$350.00 ³
924 ²	Factory REAR PRIVACY GLASS requires rear defroster 57Q add \$219. Included in xlt model upgrade. For dealer added tint add \$185 ¹			
DLR ³				
435* ¹	Sliding rear window	\$349.00 ¹	NA	NA
	Requires xlt model upgrade ¹			
58C ¹	AM/FM radio with single CD	\$484.00 ¹	\$289.00 ²	\$389.00 ³
58B ²	Single-CD w/SiriusXM® Radio ¹			
58B ³				
	On-Star	NA	NA	NA
58C ¹	Satellite radio	\$484.00 ¹	\$484.00 ²	\$484.00 ³
58C ²	Single-CD w/SiriusXM® Radio ¹			
58C ³				
	SINGLE CD WITH SIRIUS SATELLITE XM RADIO. WITH 101A AND XLT USE \$194 ²			
3K ¹	Additional Key(s) or Key Fob(s) when applicable	\$325.00 ¹	\$100.00 ²	\$250.00
3K ²	2018 Gen 5 PEPS 3 Button (315 MHz) - 1 Way (L,U,P) 1 164-R8163 Gen 5 PEPS 5 Button (902 MHz) - 2 Way (L,U,P,T,RS) 1 164-R8166 Gen 5 PEPS Side Mill Backup Key (Uncut) 1 164-R8168 Gen 5 PEPS Side Mill Backup Key (Cut) 1 164-R8169 ¹			
	THIRD KEY PRICING IS FOR 1 KEY WITH NO PROGRAMMING. PLEASE CALL DEALER FOR KEY PRICING FOR PROGRAMABLE KEYS. \$275 FOR KEY FOBS. ²			
18B ¹	Cab Steps	\$249.00 ¹	\$249.00 ²	\$249.00 ³
18B ²	Black Platform Running Boards ¹			
18B ³				
	BLACK IN COLOR ²			
	Side air bags	Std	Std	Std
F1C.141 ¹	Long bed in lieu of short bed	\$549.00 ¹	\$299.00 ²	\$299.00 ³
141WB ²	F1C.141 model upgrade with 141 inch wheelbase frame. Includes 8' truck bed. ¹			
141 ³				
LSL ¹	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$495.00 ¹	\$495.00 ²	\$495.00
LSPOT ²	Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use \$649 ¹			
2SL ¹	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$796.00 ¹	\$870.00 ²	\$795.00
D/SPOT ²	Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use \$649 ¹			
VV ¹	Vent visors - stick-on style	\$160.00 ¹	\$144.00 ²	\$175.00
R/V-S ²				

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Coggin Ford	Prestige Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00
RS ¹ R/V-F ²	Rainshields - flange style FRONT 2 DOORS ~~~Super or Crew Cabs Add \$ 49 ²		\$160.00 ¹	\$169.00 ² \$175.00
BS ¹ BUGS ²	Bug shield		\$195.00 ¹	\$200.00 ² \$250.00
54M* ¹ 54M-54Y ²	Trailer tow mirrors Manual-folding, Manually Telescoping, Manual Glass Trailer Tow Mirrors with Black Skull Caps (NA with 99B 3.3L V6 PFDI engine, 85A XL Power Equipment Group or 122" WB; req. 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg). For orders with 85A use Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High- Intensity LED Security Approach Lamps, LED Sideview mirror Spotlights and Black Skull Caps (NA with 99B 3.3L V6 PFDI engine or 122" WB; req. 85A XL Power Equipment Group and 53A Trailer Tow Pkg. or 53C Max Trailer Tow Pkg. and Rear-Window, Fixed Privacy Glass with Defroster 54Y/59S/924/57Q \$696) ¹		\$89.00 ¹	\$394.00 ² NA
WGG ¹ WGG ² WGG ³	Wrap-around grille guard ADD \$350 FOR WINCH MOUNT PLATE ²		\$1,296.00 ¹	\$1,395.00 ² \$1,795.00 ³
TBX ¹ ATB ²	Aluminum tool box Single locking 14"D. For King Size 19"D add \$75. For Black Powder Coat add \$150. For Top Rail add \$70. For Side mount box use \$400 per side. ¹ HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth. ~~~ 85 Gallon Fuel n Tool Combo with L-shaped fuel tank, tool box, 13GPM fuel transfer pump, hose, nozzle & GPI inline digital flow meter = \$1946 ~~~ Saddle Box w/single lid & Two (2) bed rail mounted side tool boxes \$1,269 reqs. 157" WB. Call for options on sizes, depth or other ideas ²		\$450.00 ¹	\$449.00 ² \$495.00
96P ¹ 96P ² 96P ³	Bedliner DROP IN BED LINER ²		\$349.00 ¹	\$396.00 ² \$349.00 ³
96W ¹ 96W ² 96W ³	Spray-on bedliner (Rhino, Line-X or approved equivalent) For Heavy Duty dealer installed Line-x brand use \$550.00 ¹ Factory ~~~ Dealer installed Spray in bed liner \$560 ²		\$494.00 ¹	\$494.00 ² \$494.00 ³
HDTOW ¹ 53B/2BB ² 53B ³	Tow hooks Class IV hitch and ball Includes (53b) Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver), draw bar, pin clip, 2 inch ball, and plug. For pintle ball combo add \$235 ¹ Draw Bar 2" Ball, Pin ~~~ 2 5/16" Bar & Ball add \$35 ~~~ Dealer Installed HD Class IV w/ 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 5/16" Ball, pin & Clip \$695 ~~~ Upgrade from Standard 2" draw bar & 2" ball to 2" ball-pantile hook combo \$169 ~~~ Upgrade from standard draw bar & ball to 2 5/16" ball-pantile hook combo add \$185 ²		NA \$659.00 ¹	NA \$655.00 ² \$135.00 ³
8KW ¹ 8LB-W ²	8,000 lb. winch with remote Requires WGG, Warn or equal ¹ 8,000lb recovery winch with remote. (Reqs. Wrap around grill guard with winch mount plate) ²		\$1,295.00 ¹	\$1,255.00 ² \$1,795.00
53A ¹ 53A/2BB ² 53A ³	Heavy duty towing package up to 5,000 lbs. with appropriate hitch TRAILER TOW PACKAGE (53A) Optional on XL/XLT, Includes: 4-pin/7-pin wiring harness, Auxiliary transmission oil cooler (Not included on 3.3L V6 PFDI engine (99B), Engine Oil Cooler (Not included on 3.3L V6 PFDI engine (99B), Class IV trailer hitch receiver, Pro Trailer Backup Assist (47E) (Not included on XL base), Tailgate LED, Smart Trailer Tow Connector, and Upgraded front stabilizer bar ¹ Included 2" Bar & Ball ²		\$594.00 ¹	\$598.00 ² \$594.00 ³

VEHICLE:	F-150 (FIC)			
DEALER:	Duval Ford	Coggin Ford	Prestige Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00
53C* ¹ 53C/XL9/996 ² 53A/99P ³	Heavy duty towing package up to 7,200 lbs. with appropriate hitch Max Trailer Tow Package requires 3.5L V6 EcoBoost 99G add \$2494 and FIC.141. Includes brake controller and ext range fuel tank. ¹ Max Trailer Tow Package (Includes Required 3.5L V6 EcoBoost® @ 10 speed trans) – XL Base: incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler (Pro Trailer Backup Assist (47E) is optional on XLE.101A (47E requires 76C and ADD \$394 ² H D TOWING INCLUDES 2.7 ECO BOOST ENGINE ³	\$894.00 ¹	\$1,845.00 ²	\$1,588.00 ³
FTC ¹ FTC ²	Fiberglass tonneau cover (painted to match) A.R.E. brand or approved equivalent. For Retrax locking retractable cover use \$1600. For Undercover SE, hard black lid use \$1400 ¹ UTC= Undercover Black Composite Tonneau Cover = \$1,390 ~//~ Factory Hard Tri-Fold Tonneau Cover = \$ 1290 ~//~ For Retrax Brand locking retractable cover use \$1,446 ~//~ Roll-n-lock brand use \$1,546 ²	\$1,545.00 ¹	\$1,895.00 ²	\$1,695.00
FCHT ¹ F/TOP ²	Fiberglass cab high topper with front, side and rear windows (painted to match) A.R.E. V Series or approved equivalent Fiberglass Topper ¹ For side access windows in lieu of fixed glass add \$ 385 ²	\$1,845.00 ¹	\$1,820.00 ²	\$1,995.00
942 ¹ 942 ² 942 ³	Daytime running lights	\$44.00 ¹	\$44.00 ²	\$44.00 ³
	Immobilize daytime running lights	Std	NA	NA
N2 ¹	Nitrogen filled tires including spare tire	\$225.00 ¹	NA	\$100.00
	Full size spare tire and rim	Std	Std	Std
	Midbox body option	NA	NA	NA
SKCOMPAK ¹ S/CP ²	Steel truck cap SpaceKap - 8' Compak (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$1,635. Add Service Pkg for \$1,930. ¹ Swing Rear Doors w/vert. glass add \$388SpaceKap or comparable - 6' (Transferable Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 8' truck bed ~//~ Add Contractor Bin Pkg for \$1,335. Add Service Pkg for \$2,985. ²	\$9,000.00 ¹	\$3,280.00 ²	\$3,995.00
CS ¹ C/SLDSH ²	Cab shield headache rack (protects back of cab) For light bar, mini light bar, or beacon light plates to mount on top of cab shield add \$300 ¹	\$595.00 ¹	\$598.00 ²	\$1,295.00
PRPU ¹ P/RCKPREP ² DLR ³	Pipe rack w/expanded metal basket over cab (for pickup bed) For pipe rack length to Front Window delete \$75 ¹	\$1,796.00 ¹	\$1,792.00 ²	\$1,695.00 ³
	Pipe rack w/expended metal basket over cab (for utility body)	NA	NA	NA
SLR ¹ S/LR ² DLR ³	Single ladder rack side mounted (specify street or curbside)	\$1,200.00 ¹	\$1,160.00 ²	\$1,395.00 ³
153 ¹ 153 ²	Front license bracket	NC ¹	NC ²	NC
85H ¹ 85H ² 85H ³	Backup alarm, factory installed	\$124.00 ¹	\$124.00 ²	\$124.00 ³

VEHICLE:	F-150 (F1C)				
DEALER:	Duval Ford	Coggin Ford	Prestige Ford	Duval Ford	
ZONE:	Western	Northern	Central	Southern	
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00	
BUA ¹ BAD ² DLR ³	Backup alarm, dealer installed		\$120.00 ¹	\$124.00 ²	\$150.00 ³
76C ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed REQUIRES EQUIPMENT UPGRADE 101A PKG ²		Std	\$249.00 ²	Std
BUC ¹ BUC ² BUC ³	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed For agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance. ¹		\$695.00 ¹	\$695.00 ²	NA ³
LG12 ¹ LG12 ²	Optional equipment - specify 1200 LB LIFTGATE ¹ 1,200 lbs capacity lift gate ²		\$2,880.00 ¹	\$2,795.00 ²	NA
F1C.101A ¹ C/STD ²	Optional equipment - specify Content upgrade that includes Power Windows, Power Door- Locks with Flip Key and Integrated Key Transmitter keyless-entry (includes Autolock), Power Tailgate Lock, Perimeter Alarm, Illuminated Entry, Manual-folding, Power Glass Sideview Mirrors with Black Skull Caps, MyKey, AM/FM with single-CD, 4.2" Productivity Screen with compass in instrument cluster, SYNC Enhanced Voice Recognition Communications and Entertainment System 911 Assist 4.2" LCD Display in Center Stack, Applink, Smart Charging USB Port – one (1), and Cruise Control ¹ Ram No-Drill Laptop Computer Stand includes installation. ~~~ 600w Power Inverter installed add \$489 ~~~ 1000w Power Inverter installed add \$848 ²		\$2,054.00 ¹	\$569.00 ²	NA
301.302 ¹ 76R ²	Optional equipment - specify 301A REQUIRES F1C.300A model upgrade to include 8-way Power Driver's Seat, 4.2" Productivity Screen in Instrument Cluster, Fixed Backlight with Privacy Glass and Defroster, Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal and Black Skull Caps, Auto-Dimming Rearview Mirror, Leather-Wrapped Steering Wheel, Power-Adjustable Pedals, Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver), and SiriusXM® Radio. For 302A REQUIRES F1C.300A model upgrade to include 301A options plus; Remote Start System, 10-way Power Driver's and Passenger Seats, Heated Front-Seats, and Reverse Sensing System use \$450 ¹ Reverse Sensing ²		\$2,099.00 ¹	\$274.00 ²	NA
2TONE ¹ WRAP ²	Optional equipment - specify 2 TONE paint for top of doors, top of cab and roof. ¹ Wrap for the windows or the entire vehicle. Call for pricing ²		\$1,496.00 ¹	\$1,000.00 ²	NA
OPT EQUIP ¹ RS/SK ²	Optional equipment - specify Laptop stand universal. For inverter add \$400. For PEST CONTROL SKID 100 GALLON use \$5800. BED SLIDE use \$1295. Cone holder use \$180. For DERIVE that includes a device equipped with Speed Governing & Idle Reduction and installation use \$569. For Speed Governing only use \$519 ¹ DOT Road Side Safety Kit = 5lbs ABC Fire Extinguisher, First Aid Kit & Three (3) Road Side Reflective Triangle in a Case ²		\$695.00 ¹	\$269.00 ²	NA
LABOR ¹ LABOR ² DLR ³	Labor rate per hour Labor rate per hour. Refer to Duval Ford's Emergency lighting price submission for Individual item labor-time. Rate includes professional EVT certified installation, proper wire (SXL, GXL) Heat rated loom, connectors, prep time and personal consultation. Volume discounts available for large quantity purchases, call dealer for quote. ¹		\$130.00 ¹	\$100.00 ²	\$95.00 ³

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Coggin Ford	Prestige Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$19,054.00	\$18,991.00	\$18,988.00	\$19,326.00

Temp ¹ TEMP ² DLR ³	Temporary tag - [] Per FSA Section 3.28, Vehicle tags and Title: Price listed Includes administrative costs for convenience fee, reimbursements for filing, obtaining or delivery of tag, or any costs over the original acquisition amount of \$6 ¹ Admin Cost \$26.00 ²	\$16.00 ¹	\$45.00 ²	\$15.00 ³
TX ¹ TRANS ² DLR ³	Transfer existing registration (must provide tag number) - [] Per FSA Section 3.28, Vehicle tags and Title: Price listed Includes administrative costs for convenience fee, reimbursements for filing, obtaining or delivery of tag, or any costs over the original acquisition amount of \$78.50 ¹ Admin Cost \$91.25 ¹ INCLUDES 30.00 ADMIN FEE ³	\$116.00 ¹	\$169.00 ²	\$115.00 ³
TAG ¹ NEW ² DLR ³	New state tag (specify state, county, city, sheriff, etc.) - [] Per FSA Section 3.28, Vehicle tags and Title: Price listed Includes administrative costs for convenience fee, reimbursements for filing, obtaining or delivery of tag (including weight slip for second stage manufacturing, or any costs over the original acquisition amount of \$117.55 ¹ Admin Cost \$71.95 ¹ INCLUDES 30.00 ADMIN FEE ³	\$170.00 ¹	\$189.00 ²	\$160.00 ³
MP575 ¹	Maintenance Plan - specify 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. ADD \$300 FOR Police, Emergency and Fire Use ¹	\$1,860.00 ¹	NA	NA
MP675 ¹	Maintenance Plan - specify 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. ADD \$300 FOR Police, Emergency and Fire Use ¹	\$1,905.00 ¹	NA	NA
MP610 ¹	Maintenance Plan - specify 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. ADD \$500 FOR Police, Emergency and Fire Use ¹	\$2,400.00 ¹	NA	NA
CB575 ¹ FP ³	Warranty - specify 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2130. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail Protect July 2017 Pricing Guide Add \$605 for Emergency, Police or Fire Use. ¹ CALL FOR PRICING ² 5/100 POWER TRAIN CARE 0 DED ³	\$1,605.00 ¹	NA ²	\$1,765.00 ³
CE575 ¹ FP ³	Warranty - specify 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2560. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail Protect July 2017 Pricing Guide. Add \$555 for Emergency, Police or Fire Use. ¹ 5/100 BASE CARE 0 DED ³	\$1,845.00 ¹	NA	\$2,130.00 ³
CP575 ¹ FP ³	Warranty - specify 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3395. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail Protect July 2017 Pricing Guide. Add \$505 for Emergency, Police, or Fire use. ¹ 5/100 EXTRA CARE 0 DED ³	\$2,535.00 ¹	NA	\$2,560.00 ³

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 8.

ITEM: Consideration and Approval of contract award BHI-190 to Cues, Inc in the amount of \$34,600 for the purchase of a new sewer crawler camera inspection system for the Public Works Department. Enclosed is copy of the bid documents and supporting documents.

DESCRIPTION:

Currently the Town relies on outside contractors to inspect the condition of sewer mains and stormwater outfall pipes at considerable expense. The Public Works Department possesses the expertise to operate such a system and issued a Request for Proposals to obtain pricing.

Two vendors submitted bids to purchase the following: A complete, all-in-one, portable camera system with a 400-foot cable length on a wheeled reel with automatic and manual retrieval modes, level wind assembly, and a continuous contact maintenance-free slip ring assembly with an electronic distance counter. System includes a tracked, self-leveling camera capable of inspecting 6" to 24" pipes with pan and tilt, and a 170 watt (min) LED light head. Includes a camera control unit with camera control functions, light head control and crawler controls built-in, a 9-inch high-resolution monitor with on-screen distance display and titling capability, digital zoom, picture navigation functions, and a USB 2.0 port for transferring video to PC for storage.

A system of this complexity with a trained operator can cost up to \$1,800.00 per day through a contractor. Use of this new system for only 19 days by Town personnel will justify its cost. The RFP (BHI 190), as well as the bid forms from the two bidders are included in the attachments to this item. Cues, Inc. met all specified requirements and was the lowest bidder at \$34,600.00. Texas Underground was the second lowest bid at \$35,000.00, and met all but one specified requirement. Two additional bidders, Insight Vision and Environmental Products Group requested bid packages, but did not submit bids.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Randy Daniel, Town Engineer
Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

1.	BID DOCUMENTS BHI-190	BHI-190 BID DOCS AND SPECIFICATIONS.pdf
2.	BID CLOSING	BID CLOSING 18JAN2018.pdf
3.	CUES BID FORM (LOW BIDDER)	CUES BID FORM 18JAN2018.pdf
4.	TEXAS UNDERGROUND BID FORM	TEXAS UNDERGROUND BID FORM 18JAN2018.pdf

CONTRACT DOCUMENT

FOR

PROJECT NO. BHI-190

**SEWER CRAWLER CAMERA INSPECTION
SYSTEM**



FEBRUARY, 2018

TOWN OF BAY HARBOR ISLANDS

SECTION 1.1 BID ADVERTISEMENT

TOWN OF BAY HARBOR ISLANDS, FLORIDA **ADVERTISEMENT FOR BIDS**

Sealed bids for Contract No. BHI-190 "SEWER CRAWLER CAMERA INSPECTION SYSTEM" must be received by the Office of the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, up to 2:00 P.M. on Thursday, January 18, 2017, at which time bids will be publicly opened and read aloud. All bids shall be sealed in a manila envelope and clearly marked "BHI-190 SEWER CRAWLER CAMERA INSPECTION SYSTEM."

The nature and scope of this procurement is:

Supply and deliver a new sewer camera crawler inspection system possessing the following minimum requirements: complete, all in one, portable camera inspection system with a 300 ft. (min) to 400 ft. (max) cable length on wheeled reel with automatic and manual retrieval modes, level wind assembly, continuous contact maintenance-free slip ring assembly, and electronic distance counter; a tracked, self-leveling camera capable of inspecting 8" to 24" pipes, with pan and tilt, 170 watt (min) LED light head with remote features; a camera control unit with camera remote functions, light head control and crawler controls built-in, 9" (min) high resolution monitor with on-screen distance display and titling capability, digital zoom and picture navigation functions, and USB 2.0 port for transferring video to PC. Proposal to include delivery, on-site training, and extended parts and labor warranty.

Contract documents may be printed from the Town's website at www.bayharborislands-fl.gov. Enquiries regarding this contract may be emailed to darmstrong@bayharborislands-fl.gov.

A pre-bid meeting will be held on Tuesday, January 9, 2018, at 11:00 A.M. in the second floor conference room at the Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154. Attendance at this meeting is not mandatory.

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene Siegel, Town Clerk

SECTION 1.2 INSTRUCTION TO BIDDERS

1. BIDDING DOCUMENTS

The Bidding Documents shall comprise of the following:

- 1.1 Advertisement to Bid
- 1.2 Instruction to Bidders
- 1.3 Specifications
- 1.4 Bid Form
- 1.5 Letter of Agreement

2. QUALIFICATIONS OF BIDDERS

Bidders must have been in business for a minimum of five years, and show proof of licensure or certification to conduct business in the state of Florida.

3. EXAMINATION OF CONTRACT DOCUMENTS

- 3.1 Before submitting a Bid, each Bidder must examine the Bid Documents thoroughly.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4. INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted, in writing, via email, to Douglas Armstrong, Assistant Public Works Director at darmstrong@bayharborislands.net.

6. CONTRACT TIME

Upon signing the Letter of Agreement, the contractor shall be given thirty (30) days to procure and deliver the Crawler Camera System. The total contract time is therefore 30 days.

7. BID FORM

- 7.1 The Bid Form is attached hereto; additional copies may be obtained from Town.
- 7.2 Bid Forms must be legible, completed in ink or by typewriter or computer. The Bid price of each item on the form must be stated in numerals.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed below the signature.
- 7.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 7.7 The address to which communications regarding the Bid are to be directed must be shown.

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Emailed bids will not be accepted.

9.1 BID FORM

This is a lump sum bid. Bidders shall provide one price based on the information provided on the bid form and found in section **1.3 SPECIFICATIONS** of the bid package.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

- 10.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

11. OPENING OF BIDS

Bids will be opened publicly.

- 11.1 Bids are opened publicly, read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

12. BIDS TO REMAIN OPEN

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

13. AWARD OF CONTRACT

- 13.1 Town reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 13.2 In evaluating Bids, Town shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, additive/deductive amounts, and unit prices, if requested in the Bid forms. THE TOWN AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT.
- 13.3 Town will consider the qualifications and experience of the Bidder, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for the Sewer Crawler Camera System. The identity of other persons and organizations, if required to determine award of contract, must be submitted to Town upon request.

- 13.4 Town will conduct such investigations as Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, to supply the Sewer Crawler Camera System in accordance with the Contract Documents to Town's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Town.
- 13.5 At the sole discretion of the Town, the Town reserves the right to reject the Bid of any Bidder.
- 13.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Town indicates that the award will be in the best interest of the Town.
- 13.7 If the contract is to be awarded, Town will give the Successful Bidder notice no later than February 13, 2018.

14. SIGNING OF LETTER OF AGREEMENT

When Town gives notice to the successful bidder that he is being considered for the contract award, he will be required to sign two (2) copies of the Letter of Agreement within three (3) business days.

SECTION 1.3 SPECIFICATIONS

Bidders shall base their price for the Sewer Crawler Camera Inspection System on the following specifications using the bid form in **SECTION 1.4 BID FORM** of this bid package:

1. Supply and deliver a new sewer camera crawler inspection system possessing the following minimum requirements: complete, all in one, portable camera inspection system with a 300 ft. (min) to 400 ft. (max) cable length on wheeled reel with automatic and manual retrieval modes, level wind assembly, continuous contact maintenance-free slip ring assembly, and electronic distance counter; a tracked, self-leveling camera capable of inspecting 8" to 24" pipes, with pan and tilt, 170 watt (min) LED light head with remote features; a camera control unit with camera remote functions, light head control and crawler controls built-in, 9" (min) high resolution monitor with on-screen distance display and titling capability, digital zoom and picture navigation functions, and USB 2.0 port for transferring video to PC. Proposal to include delivery, on-site training, and extended parts and labor warranty.

ITEM 1.4 BID FORM										FOR OFFICE USE ONLY		
BHI-190 SEWER CRAWLER CAMERA INSPECTION SYSTEM										SPECIFICATIONS		
ITEM	DESCRIPTION	QTY	UNIT	UNIT		EXT		MEETS OR EXCEEDS	DOES NOT MEET			
				COST		COST						
1	Supply and deliver a new, <u>all in one</u> , Sewer Crawler Camera Inspection System, <u>INCLUSIVE OF THE FOLLOWING:</u> 300 ft. (min) to 400 ft. (max) cable length on wheeled reel with automatic and manual retrieval modes, level wind assembly, continuous contact maintenance-free slip ring assembly and electronic counter. Tracked, self-leveling camera, capable of inspecting 8" to 24" pipes with pan tilt, and 170 watt (min) LED light head with remote features. Camera control unit with camera remote functions, light head control, and crawler controls built-in, 9" (min) high-resolution monitor with on-screen distance display and tilting capability, digital zoom and picture navigation functions, and USB 2.0 port for transferring video to PC. Delivery (Freight Charges). On-site training. Extended Parts and Labor Warranty (Provide cost and duration).	1	EA									

Name of Company

Authorized Signature/Title

Date

(DATE)

(VENDOR)
(ADDRESS)
(ADDRESS)
(ADDRESS)

Attn: _____

RE: Contract BHI-190 SEWER CRAWLER CAMERA INSPECTION SYSTEM

Dear _____:

Further to your proposal dated **January 18, 2018**, this confirms our intent to award the above referenced contract to your firm, in the amount of _____ (\$_____).

The scope of work is as follows:

Supply and deliver a new sewer camera crawler inspection system possessing the following minimum requirements: complete, all in one, portable camera inspection system with a 300 ft. (min) to 400 ft. (max) cable length on wheeled reel with automatic and manual retrieval modes, level wind assembly, continuous contact maintenance-free slip ring assembly, and electronic distance counter; a tracked, self-leveling camera capable of inspecting 8" to 24" pipes, with pan and tilt, 170 watt (min) LED light head with remote features; a camera control unit with camera remote functions, light head control and crawler controls built-in, 9" (min) high resolution monitor with on-screen distance display and titling capability, digital zoom and picture navigation functions, and USB 2.0 port for transferring video to PC. Proposal to include delivery, on-site training, and extended parts and labor warranty.

Upon satisfactory delivery of the pump and confirmation that said pump performs according to the contract specifications the Town shall within 30 days of such confirmation, make a payment in full to Vendor.

Two (2) copies of this letter of Agreement are hereby forwarded for your execution.

Please indicate your acceptance of these Terms and Conditions in the space provided below and return both copies. Upon receipt, the Town will execute both and return one (1) copy for your files.

Sincerely,
TOWN OF BAY HARBOR ISLANDS

Ron Wasson
Town Manager

Marlene Marante
Town Clerk

Date: _____

Date: _____

Vendor Authorized Signature

Witness

Date: _____

Date: _____

Town of Bay Harbor Islands

BID CLOSING

Thursday January 18th, 2018 @ 2:00 PM

BHI-190 Sewer Crawler Camera Inspection System

1.		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	QVES	X	\$34,600
	3600 Rio Vista Avenue		
	Orlando FL 32805		
	407-849-0190		

2.			
Company Name Contractor Name Address/ Phone #	Texas Underground, Inc	X	\$35,000
	1617 Garden Rd.		
	Pearland, TX 77581		

3.			
Company Name Contractor Name Address/ Phone #			

4.			
Company Name Contractor Name Address/ Phone #			

ITEM 1.4 BID FORM								FOR OFFICE USE ONLY	
CHI-190 SEWER CRAWLER CAMERA INSPECTION SYSTEM									
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST	SPECIFICATIONS			
						MEETS OR EXCEEDS	DOES NOT MEET		
	Supply and deliver a new, all in one, Sewer Crawler Camera Inspection System, <u>INCLUSIVE OF THE FOLLOWING:</u>	1	EA						
	300 ft. (min) to 400 ft. (max) cable length on wheeled reel with automatic and manual retrieval modes, level wind assembly, continuous contact maintenance-free slip ring assembly and electronic counter.	1	EA	\$ 6,869.00	\$ 6,869.00	✓			
	Tracked, self-leveling camera, capable of inspecting 8" to 24" pipes with pan tilt, and 170 watt (min) LED light head with remote features.	1	EA	\$16,709.00	\$16,709.00	✓			
	Camera control unit with camera remote functions, light head control, and crawler controls built-in, 9" (min) high-resolution monitor with on-screen distance display and tilting capability, digital zoom and picture navigation functions, and USB 2.0 port for transferring video to PC.	1	EA	\$11,022.00	\$11,022.00	✓			
	Delivery (Freight Charges).	1	EA	N/C	N/C	✓			
	On-site training.	1	EA	N/C	N/C	✓			
	Extended Parts and Labor Warranty (Provide cost and duration).	1	EA	(2) Years at N/C	(2) Years at N/C	✓			
TOTAL COST OF BID:								\$34,600.00	

Name of Company

January 16, 2018

Authorized Signature/Title

OUR NEW REMOTE CAMERA INSPECTION SYSTEM

FOR OFFICE USE ONLY

SPECIFICATIONS

BHI-190 SEWER CRAWLER CAMERA INSPECTION SYSTEM

ITEM 1.4 BID FORM							FOR OFFICE USE ONLY	
DHI-190 SEWER CRAWLER CAMERA INSPECTION SYSTEM							SPECIFICATIONS	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST	MEETS OR EXCEEDS	DOES NOT MEET	
	Supply and deliver a new, <u>all in one</u> , Sewer Crawler Camera Inspection System, <u>INCLUSIVE OF THE FOLLOWING</u> : 300 ft. (min) to 400 ft. (max) cable length on wheeled reel with automatic and manual retrieval modes, level wind assembly, continuous contact maintenance-free slip ring assembly and electronic counter.	1	EA		\$35,000	✓		
	Tracked, self-leveling camera, capable of inspecting 8" to 24" pipes with pan tilt, and 170 watt (min) LED light head with remote features.	1	EA				✓	
	Camera control unit with camera remote functions, light head control, and crawler controls built-in, 9" (min) high-resolution monitor with on-screen distance display and tilting capability, digital zoom and picture navigation functions, and USB 2.0 port for transferring video to PC.	1	EA			✓		
	Delivery (Freight Charges).	1	EA			✓		
	On-site training.							
	1 YEAR MANUFACTURED WARRANTY Extended Parts and Labor Warranty (Provide cost and duration).	1	EA			✓		
THIS IS AN ALL INCLUSIVE COST OF EQUIPMENT				TOTAL COST OF BID: \$35,000				

TEXAS UNDERGROUND INC.

Name of Company

Ryan Banks / SOUTHEAST REGIONAL SALE REP.

Authorized Signature/Title

RUAN BANKS

147 GARDEN RD.

PEARLAND, TX 77581

Date 1/18/18

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 9.

ITEM: Consideration and approval of an ordinance on **second** reading amending Chapter 16 to provide a five (5) year cliff vesting schedule for police officer members of the Retirement System. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

Attached is the proposed ordinance and impact statement.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	proposed ordinance	Cliff Vesting Ordinance Amendment (1Dec2017).pdf
2.	Impact Statement	ImpactStatement Ordinance No 6.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A FIVE-YEAR CLIFF VESTING SCHEDULE FOR POLICE OFFICER MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands and the Police Benevolent Association have agreed through collective bargaining to amend the vesting schedule for police officer members to provide for five-year cliff vesting;

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. That Paragraph (h)(4) of Section 16-40, Schedule, of Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding the following underlined language as follows:

Section 16-40 – Schedule

(h) Death and termination benefits

(4) If a member terminates his employment, either voluntarily or by discharge, and is not at such time eligible for either a normal, early, delayed or disability retirement benefit under this system, he or she shall be entitled to a percentage of his or her accrued benefit according to the following schedule:

<i>Vesting Schedule—Police Officer</i>	
<i>Police Officer Members who Terminate Service before [insert date of adoption]</i>	
<i>Completed Years of Credited Service</i>	<i>Cumulative Vested Interest (percent)</i>
Less than 5	None
5	50
6	60
7	70
8	80
9	90
10	100
<i>Police Office Members who Terminate Service on or after [insert date of adoption]</i>	
<u>Less than 5</u>	<u>None</u>
<u>5</u>	<u>100</u>
<i>Vesting Schedule—General Employee</i>	
<i>Completed Years of Credited Service</i>	<i>Cumulative Vested Interest (percent)</i>
Less than 5	None
5	100

Section 2. That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or applications of this Ordinance.

Section 3. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be renumbered or relettered to accomplish such

intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. That this Ordinance shall be in full force and take effect immediately applying retroactively upon its passage and adoption.

PASSED on First Reading this _____ day of _____, 2017.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2017.

**JORDAN W. LEONARD
MAYOR**

ATTEST:

**MARLENE M. SIEGEL
TOWN CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

**CRAIG SHERMAN, ESQ.
TOWN ATTORNEY**



POST OFFICE BOX 888343
ATLANTA, GEORGIA 30356-0343
TELEPHONE 770.392.0980
FACSIMILE 770.392.2193

January 23, 2018

Trustees of the Town of Bay Harbor Islands Employees Retirement System
Ms. Melissa Cruz
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Town of Bay Harbor Islands Employees Retirement System

Ladies and Gentlemen:

Pursuant to your request, I have enclosed the impact statement for the proposed ordinance that reduces the vesting requirement to five years for police officers.

Please fill in the ordinance number in the spaces provided and have the Chairman sign the statement in the indicated space before submitting to the Division of Retirement.

Also, we have reviewed Ordinance No. 1016. This ordinance allows a participant to pay additional purchased service through payroll deductions and does not have any actuarial impact on the plan.

If you have any questions concerning the enclosed, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Charles T. Carr".

Charles T. Carr
Consulting Actuary

Enclosure as stated

TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM

IMPACT STATEMENT FOR ORDINANCE NO.

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. _____ of the Town of Bay Harbor Islands, which ordinance makes the following change to the Town of Bay Harbor Islands Employees Retirement System:

Reduces the service requirement for 100% vesting for police officers to five years.

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chairman, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2016 actuarial valuation. The ordinance is estimated to increase the annual contribution required from the Town for the police officers' portion of the plan by **0.12%** of payroll. With respect to the 2017/18 plan year, the increase in annual cost is \$2,224 for the police officers' portion.

The following tables set forth the required disclosures in connection with the plan change which has been described above:



Police Officers' Portion Of the Plan	As of October 1, 2016 (Old Plan Provisions)	As of October 1, 2016 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 10,587,295	\$ 10,587,295
<i>termination benefits</i>	366,127	388,927
<i>disability benefits</i>	103,736	103,736
<i>death benefits</i>	16,132	16,132
<i>return of contributions</i>	21,122	8,121
<i>sub-total</i>	\$ 11,094,412	\$ 11,104,211
for deferred vested participants	\$ 358,025	\$ 358,025
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 1,187,592	\$ 1,187,592
<i>disabled retirees</i>	0	0
<i>sub-total</i>	\$ 1,187,592	\$ 1,187,592
total	\$ 12,640,029	\$ 12,649,828
Entry age normal accrued liability:		
for active participants		
<i>retirement benefits</i>	\$ 7,928,094	\$ 7,928,094
<i>termination benefits</i>	201,827	207,878
<i>disability benefits</i>	47,682	47,682
<i>death benefits</i>	7,936	7,936
<i>return of contributions</i>	5,675	2,885
<i>sub-total</i>	\$ 8,191,214	\$ 8,194,475
for inactive participants	\$ 1,545,617	\$ 1,545,617
total	\$ 9,736,831	\$ 9,740,092
Actuarial value of assets	(9,317,216)	(9,317,216)
Unfunded accrued liability	\$ 419,615	\$ 422,876
Actuarial present value of accrued benefits	\$ 8,929,117	\$ 8,931,782
Present value of active participants':		
Future salaries	\$ 8,016,959	\$ 8,016,959
Future contributions	\$ 641,358	\$ 641,358
Present value of future contributions from the employer (including expense loading)	\$ 2,761,625	\$ 2,771,424
Total annual compensation (2017/18 FY)	\$ 1,844,775	\$ 1,844,775
Minimum required contribution (2017/18 FY):		
Annual normal cost (incl. expenses)	\$ 573,862	\$ 575,481
Amortization payment	60,022	60,440
Interest adjustment	17,751	17,938
Employee contribution	(141,906)	(141,906)
Total	\$ 509,729	\$ 511,953
(% of payroll)	27.63%	27.75%



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,



Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 17-04927



Date signed



AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on **first** reading to amend Chapter 10 of the Town Code to enhanced outdoor lighting requirements. Enclosed is a copy of the proposed ordinance and staff report.

DESCRIPTION:

At the January 8th, Regular Council Meeting, the Town Council discussed the need for a possible amendment to enhanced the outdoor lighting requirements. As instructed by Council, the Town Planner has submitted the proposed code modifications.

Enclosed is a copy of the staff report and proposed ordinance for first reading.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	Ordinance -Lighting Draft Ord Jan 26 2018.pdf
2.	Staff Report - MM	Staff Report Outdoor Lighting Jan 26 2018.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES ENTITLED HOUSING BY MODIFYING SECTIONS 10-1 AND 10-2; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING BY MODIFYING SECTION 23-19 TO PROVIDE ENHANCED OUTDOOR LIGHTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town has retained the services of urban planning professionals to periodically study land development activities and land development regulations, and to recommend strategies and/or Code modifications to address identified problems; and

WHEREAS, the Town recently became aware that the application of the existing Code provisions for the lighting of outside areas may produce undesirable effects, has studied the matter and desires to modify the existing Code provisions to rectify the issue; and

WHEREAS, the Town's Comprehensive Plan includes Objectives and Policies that identify the need to periodically study and modify the Town's Land Development Regulations to reflect current trends and community desires; and

WHEREAS, the Town Council desires to amend the Town's Code of Ordinances to implement said Comprehensive Plan provisions; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) for the Town to review the proposed modifications to the Town's Code of Ordinances; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Zoning and Planning Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Chapter 10, Sections 10-1 and Section 10-2, and Chapter 23 Zoning and Planning Section 23-19 to modify provisions related to the lighting of outside areas of the Town; as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2018.

PASSED on Second Reading this ____ day of _____, 2018.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 10 Housing

Sections 10-1 and 10-2 is hereby amended to read as follows:

Sec. 10-1. - ~~Lighting of outside areas of multiple dwelling buildings on East Island—Required. Reserved.~~

~~All entrances, exits, hallways, balconies, stairways, outside walkways between street property lines and stairways, and patio areas that are contiguous to such walkways or are a part of such walkways of all multiple dwelling buildings on the East Island of the Town of Bay Harbor Islands shall be provided by the owner and manager of such buildings with electric lights so situated and arranged as to produce an approximately uniform light of proper intensity for safe seeing. Such lights shall be caused by the owner and manager of such building to burn continuously during such times as the building is in use or occupied and natural light sufficient for safe seeing is unavailable. Lights installed for outside entrances and exits of individual apartments may at the option of the owner and manager be controlled by a light switch within that particular individual apartment. If the lights installed for outside entrances and exits of individual apartments are controlled by a light switch within that particular individual apartment, the owner and manager of that building are exempt from the requirement of this section that the lights for outside entrances and exits of individual apartments be caused to burn continuously, but in all other respects such lights are subject to the provisions of this section. Owners and managers of the buildings referred to in this section are jointly and severally subject to the provisions of this chapter.~~

~~Sec. 10-2. — Same — Test of sufficiency. Reserved.~~

~~The test of light sufficient for safe seeing shall be a minimum value of 15 footcandles in service values measured at the floor level.~~

Chapter 23 Zoning and Planning

Section 23-19 is hereby amended to read as follows:

Sec. 23-19. - Reserved. Outdoor Site Lighting Requirements.

(a) *Purpose and intent.* Nonresidential and multiple-family buildings and projects shall be designed to provide safe, convenient, and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site. The lighting and lighting fixtures shall be integrated and designed so as to enhance the visual impact of the project on the community and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties.

(b) Applicability.

(1) New development. These regulations shall apply to all new nonresidential or multiple-family development. A site lighting plan shall be required to demonstrate compliance with these regulations.

(2) Expansion and remodeling. These regulations shall apply to any expansion or remodeling of existing nonresidential or multiple family development that exceeds 50 percent of the structure's assessed valuation. A site lighting photometric plan shall be required to demonstrate compliance with these regulations. Assessed valuation shall be determined by reference to the official property tax assessment rolls of the year the structure(s) is to be remodeled.

(3) Repair and maintenance. These regulations shall apply to replacement of individual lighting fixtures in any nonresidential or multiple-family development.

(c) Site lighting design requirements.

(1) Fixtures (luminaires). The light source shall be completely concealed within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.

(2) Fixture height. Lighting fixtures shall be a maximum of 20 feet in height within the parking lot and shall be a maximum of 15 feet in height within non-vehicular pedestrian areas.

(3) Light source (lamp). Only incandescent, fluorescent, metal halide, single-color light emitting diode (LED), or color-corrected high-pressure sodium may be used. The same light source type must be used for the same or similar types of lighting on any one site throughout any development.

(4) Mounting. Fixtures shall be mounted in such a manner that the cone of light primarily directed towards the earth's surface or otherwise shielded, such that lighting is contained on-site and does not cross any property line of the site.

(5) Limit lighting to periods of activity.

a. The use of sensor technologies, timers or other means to activate lighting during times shall be provided by business uses with exterior or garage parking facilities to illuminate the facility from 30 minutes prior to sunset until at least 30 minutes after the closing of any establishment served by the parking facility.

b. Any parking facility that serves a residential use must maintain the minimum levels of illumination established by this section through the use of natural or artificial light 24 hours per day.

c. No outdoor recreational facility shall be illuminated after 11:00 p.m. except to conclude a scheduled and sanctioned recreational or sporting event by the Town or other authorized agency in progress prior to 11:00 p.m. The luminaries shall be extinguished after outdoor recreational events are completed and the site has been vacated. Public recreational facilities that operate or are open to the public on a 24-hour basis are exempt.

(6) Illumination levels.

a. All site lighting shall be designed so that the level of illumination as measured in foot-candles at any one point meets the standards in the table below. Lighting levels up to 25 percent higher may be allowed by the Town Manager subject to the applicant demonstrating that higher lighting levels are necessary to meet objectives for environmental programs such as Crime Prevention Through Environmental Design (CPTED) and Leadership in Energy and Environmental Design (LEED) and will not conflict with subsection (d) concerning excessive illumination below:

Exterior Lighting and Parking Lots

<u>Type of Lighting</u>	<u>Lighting Level (foot-candles)</u>		
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
<u>Architectural lighting</u>	<u>0.0</u>	<u>1.0</u>	<u>5.0</u>
<u>Canopy area lighting</u>	<u>2.0</u>	<u>10.0</u>	<u>15.0</u>
<u>Entrances to buildings</u>	<u>0.3</u>	<u>0.75</u>	<u>3</u>
<u>Multiple family parking lots</u>	<u>0.2</u>	<u>1.0</u>	<u>8.0</u>
<u>Nonresidential parking lots and garages</u>	<u>0.2</u>	<u>1.5</u>	<u>10.0</u>
<u>Public Streets and sidewalks</u>	<u>1</u>	<u>12:1 uniformity ratio</u>	<u>4:1 uniformity ratio</u>
<u>Storage areas (security lighting)</u>	<u>0.2</u>	<u>1.0</u>	<u>10.0</u>
<u>Walkways, landscape or decorative lighting</u>	<u>0.2</u>	<u>0.8</u>	<u>5.0</u>

Nonresidential and Multifamily Residential Parking Garages

<u>Type of Lighting</u>	<u>Lighting Level (foot-candles)</u>		
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
<u>Garage entrance</u>	<u>No daytime minimum 1.0 nighttime</u>	<u>10:1 uniformity ratio</u>	<u>No daytime maximum 15.0 nighttime</u>
<u>Garages with openings to outside</u>	<u>0.2</u>	<u>10:1 uniformity ratio</u>	<u>10.0</u>
<u>Enclosed garages</u>	<u>0.2</u>	<u>10:1 uniformity ratio</u>	<u>None</u>

b. Minimum and maximum levels are measured on the pavement within the lighted area. Average level is the overall, generalized ambient light level, and is measured as a none-to-exceed value calculated using only the area of the site intended to receive illumination.

c. Lighting for automated teller machines shall be required to meet the standards of F.S. § 655.962.

d. Roadway lighting provided by the Florida Department of Transportation is exempt from these regulations.

(d) Excessive illumination.

(1) Lighting within any lot that unnecessarily illuminates and substantially interferes with the use or enjoyment of any other lot, or which unnecessarily illuminates the night sky is prohibited. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section. Lighting unnecessarily illuminates the night sky if it directly projects into the night sky or if it clearly exceeds average lighting levels when measured at a height above the lighting fixture or its shield.

(2) All outdoor lighting shall be designed and located such that the maximum illumination measured in foot-candles at the property line does not exceed one (1) adjacent residential sites, adjacent commercial sites and public rights-of-way.

(3) Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.

(4) Fixtures used to accent architectural features, landscaping or art shall be located, aimed or shielded to minimize light spill into the night sky.

(5) Illumination using illuminated tubing or strings of lights that completely outline or define property lines, sales areas, roofs, doors, windows or similar areas in a manner that is not primarily for safety purposes, as determined by the Town Manager, is prohibited. However, this shall not be construed to preclude holiday/seasonal light displays.

(6) Rooftop deck or rooftop patio lighting shall be shielded to prevent light from spilling over the side of the building or any glare projecting upward; and all light sources shall be installed so as not be visible from the right-of-way. Low-scale / low intensity type lights are required such as bollards or building mounted fixtures.

(7) All wiring for lighting fixtures and conduits shall be hidden from view, preferably enclosed in building components. No loose wiring shall be permitted.

(g) Lighting plans. Plans for illumination of buildings and lighting zones shall be submitted at the time a building permit is submitted or with an application for site plan approval. Lighting plans shall comply with the standards listed below:

(1) Design. Plans shall be prepared and sealed by an engineer registered in the State of Florida.

(2) Plans. Lighting plan or plans, including photometric plans, shall include the following information:

a. Overall site plan.

b. Vehicular and pedestrian access and circulation.

c. Location of parking stalls.

d. Adjacent property lines, including existing uses and future land use map and zoning district designations.

e. Plan view of all fixtures, including pole and wall-mounted.

f. Height of all fixtures.

g. Photometric data and statistical analysis, including foot-candle values, the maximum to minimum uniformity ratio, the average initial or average maintained foot-candles, the minimum foot-candles, the maximum foot-candles, points of calculation for foot-candles, and similar information required by the Town Engineer.

h. The location and description, including the mature height of all existing and proposed trees, and the location of light fixtures on both adjacent properties and the street rights-of-way within ten feet of the subject property.

i. Light fixture data, including height, manufacturer, wattage, and lighting type.

j. All plans shall be certified by a registered architect or engineer as providing illumination in accordance with the applicable minimum standards set forth in this section and that subsequent construction will comply with the approved lighting plan.

k. Lighting installation shall not be placed in permanent use until a letter of compliance from a registered professional architect or engineer has been provided stating that the installation has been field checked and meets the specification set forth on the approved photometric plan.

(h) *Method of measurement.* The light meter sensor shall be read at ground level or the established grade in a horizontal position. Readings shall be taken only after the light source has been exposed long enough to provide a constant reading. Measurements shall be taken after dark with the light sources to be measured on and subsequently off. The difference of the two readings shall be compared to the permitted illumination level for each lighting zone.

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: January 26th, 2018

Subject: Town of Bay Harbor Islands
Outdoor Lighting Regulations
Analysis of Existing Regulations / Proposed Modifications
MMPA Acct. No. 01-0702-0500

ISSUE

Recently the Town received several complaints about several new multi-family residential building complexes exterior lighting. One such complex (Sereno East) has open pedestrian corridors facing East Bay Harbor Drive. This brought attention to the inadequacies of the Town's existing regulations for outdoor lighting. At the January 8th, 2018 Town Council meeting, the need for enhanced outdoor lighting regulations was discussed and MMPA was requested to research this issue and provide new regulations for consideration.

BACKGROUND/ANALYSIS

As previously discussed, the existing Code provisions regulating outdoor lighting in Chapter 10 entitle "Housing" are outdated and were written at a time when the initial development of the Town occurred (1969). Modern development designs and lighting technology (LED) has changed significantly. MMPA has prepared the accompanying Code modification which:

- Creates broader / separate land development regulations for exterior lighting;
 - Sets more specific / modern foot-candle minimums / maximums for multifamily development and commercial development (SFR areas not included unless requested);
 - Sets foot-candle minimums / maximums for the Town's public lands (Town Hall / Community Center / Parks / Roadways) so safe lighting levels exist;
 - Addresses rooftop activity areas that could be a distraction to neighbors;
-

- Addresses parking lot areas (minimum safe lighting level);
- Addresses decorative “up lighting” for buildings / landscaping that showcase the item;
- Provides a mechanism to address older existing developments by requiring compliance with any expansion or remodeling of existing non-residential or multiple-family development that exceeds 50 percent of the structures' assessed valuation; and with the replacement of individual lighting fixtures in any nonresidential or multiple-family development;
- Requires plans be prepared for applications subject to review by the Planning and Zoning Board.

SUMMARY / RECOMMENDATION

In response to recent concerns about excessing lighting on recently constructed developments and an observation that the existing regulations in the Town's Code are felt to be inadequate, the proposed Ordinance to enhance the regulations has been prepared. After researching the issue (numerous other municipal Codes / professional publications), MMPA feels that amending the Code as proposed will adequately address outdoor lighting concerns in future in the Town. MMPA recommends the Town Council review and discuss the proposed Ordinance and, if found to be acceptable, move forward with the adoption of the Ordinance on first reading.

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 11.

ITEM: Consideration and Approval of a agreement requested by Mayor Leonard between the Town of Bay Harbor Islands and the Village of Miami Shores for the use and access of the Aquatics Center. Enclosed is a copy of the agreement.

DESCRIPTION:

The proposed agreement will allow for Town residents to access and use the Miami Shores Aquatic Center in the same manner applicable to the Village residents (Miami Shores).

Town residents shall be charged the same rates as the village residents for special classes, parking and any/or other uses.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Town will pay an annual fee in the amount \$50,000 to Miami Shores Village.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan Leonard, Mayor
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Miami Shores - Access/ Use Agreement	Miami Shores - Access - Use Agreement.pdf
2.	Programs Flyer	MS Aquatics Flyer.pdf

ACCESS AND USE AGREEMENT

THIS ACCESS AND USE AGREEMENT ("Agreement") is made and entered into by and between the Town of Bay Harbor Islands ("Town") and Miami Shores Village ("Village") on this 17th day of January, 2018.

WHEREAS, the Village owns and operates an aquatic center located at 10200 Biscayne Blvd. Miami Shores, FL 33138 ("Aquatic Center");

WHEREAS, the Village has developed rules and regulations that are applicable to and govern the use of the Aquatic Center ("Rules") by its residents and their guests including, but not limited to, proof of residency ("Proof of Residency") and a fee schedule ("Fees");

WHEREAS, the Town Council has agreed to pay consideration to the Village in exchange for the Village allowing the residents of the Town to have access to and use of the Aquatic Center in the same manner applicable to the Village Residents, subject to the Rules including, but not limited to, Proof of Residency and the Fees; and

WHEREAS, the Village agrees to accept consideration from the Town in exchange for the Village allowing the residents of the Town to have access to and use of the Aquatic Center in the same manner applicable to the Village Residents, subject to the Rules including, but not limited to, Proof of Residency and the Fees.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Village agree to enter into this Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Term.** This Agreement shall commence on February 1, 2018 ("Commencement Date") and shall continue thereafter for a period of one (1) year (hereinafter the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms ("Subsequent Term"), unless either Party provides written notice of termination no less than sixty (60) days prior to start of a Subsequent Term. (The Initial Term and the Subsequent Term(s) shall collectively be referred to as the "Term").
3. **Access to and the Use of Aquatic Center.** The Village shall allow the residents of the Town to have access to and the use of the Aquatic Center in the same manner applicable to the residents of the Village. The same rates for parking, programs, classes, and other uses shall be charged to the Town residents that are charged to the Village residents. The Town understands and agrees that the Town Residents are subject to the Rules, which may be amended by the Village from time to time. However, at all times during the Term, the Rules shall be applied to and enforced equally by the Village as to and against the residents of the Town and the residents of the Village. The same Rules, documents, and forms applicable to Village residents shall be applicable to the Town residents, except that all documents and forms necessary to establish proof of residency by the Town's residents shall reflect an address located within the municipal boundaries of the Town.


Town

4. **Compensation.** Town shall pay the Village the fee of \$50,000.00 per year, payable on the Commencement Date and on the start of each Subsequent Term (hereinafter the "Fee"). Other than the Fee, there is no other monetary consideration to be paid by the Town to the Village. Any breach of the obligations contained in this paragraph shall be grounds for immediate termination of this agreement upon written notice thereof.

5. **Return of Fees.** If the Village exercises termination pursuant to Paragraph 2 and is in possession of pre-paid fees belonging to any resident of the Town (for services after the termination of this Agreement), the Village shall refund the prorated fee(s) to each resident of the Town within fourteen (14) calendar days after the termination of this Agreement.

6. **Non-Exclusive Agreement.** The Town understands and agrees that the Village may enter into access and use agreements with other municipalities during the Term. However, in no event shall any resident of the Town be treated less favorably than any other resident(s) of any other municipality including, but not limited to, the residents of the Village, in connection with use or the Aquatic Center.

7. **Control of Property. Repair and Maintenance.** At all times during the Term, the Village shall fully control its Aquatic Center and be responsible for all repair and maintenance applicable thereto. The Town shall have no duty under this agreement to the Town's residents or the Village's residents or any of their guests, or any guest or invitee of the Village in connection with the Aquatic Center or for any other property belonging to or controlled by the Village.

8. **Public Liability Insurance.** Subject to the provisions and monetary limitations of Section 768.287, Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Village shall maintain one or more public policy insurance policies or an ongoing self-insurance program for public liability in connection with the access to and use of the Aquatic Center. Nothing herein is intended to operate as a waiver of sovereign immunity.

9. **Prevailing Party Attorneys' Fees.** In the event of a dispute between the parties that arises out of or relates to this Agreement, the prevailing party shall be entitled to recover against the non-prevailing party all reasonable legal fees and costs incurred by the prevailing party on all levels and proceedings including all trial courts and appellate courts. The prevailing party shall also be entitled to receive from the non-prevailing party all attorneys' fees and costs incurred in connection with a determination by the court(s) as to the reasonable attorneys' fees and costs to be awarded pursuant to this paragraph.

10. **Venue.** The parties understand and agreed that this Agreement was executed in Miami-Dade County, Florida and that all payments for services rendered shall be made in Miami-Dade County, Florida. The parties further agree that, irrespective as to whether venue may also lie in any other county or jurisdiction, including but not limited to the county or jurisdiction within which the Association is situated, THE EXCLUSIVE VENUE for any action arising out of or relating to the instant Agreement SHALL be Miami-Dade County, Florida. This


Town

Agreement shall be governed by the laws of the State of Florida. The parties understand and agree that the instant paragraph is a material inducement for the execution of this Agreement.

11. **Waiver Of Jury Trial.** TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

12. **Counterparts.** This Agreement may be executed in a number of counterparts and transmitted by facsimile or email as a .PDF attachment, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

13. **Notice.** All notices shall be in writing and sent to the Parties' addresses set forth below:

If to Town:

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
ATTN: Town Manager

With a copy to:

Frank C. Simone, Esquire
FRANK SIMONE, P.A.
701 Brickell Avenue, Suite 1550
Miami, Florida 33131

If to the Village:

Miami Shores Village
10050 Northeast 2nd Avenue
Miami Shores, FL 33138
ATTN: Village Manager

With a copy to:

Richard J. Sarafan, Esquire
Genovese Joblove & Battista
100 Se 2nd Street, Floor 44
Miami, Florida 33131

18. **Merger. Entire Agreement. Amendments.** This Agreement constitutes the entire agreement between the parties concerning access and use of the Aquatic Center, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, either oral or written, between them concerning this Agreement other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding


Town

upon the parties unless they are in writing and signed by both the Town and Village.

19. **Authority.** Each party represents that all requirements for the approval of this Agreement have been undertaken and performed including, but not limited to, the approval of the Agreement by each municipality's council, and that each manager has the authority to execute and bind their respective municipality to this Agreement.

WHEREFORE, the parties hereby executed this Agreement on this 17th day of January, 2018.

TOWN OF BAY HARBOR ISLANDS

By: 

Ronald Wasson,
Town Manager

MIAMI SHORES VILLAGE

By: 

Thomas Benton,
Village Manager



Town

Aquatic Center

305-795-2241

COMPETITION POOL HOURS

Hours of Operation

Open swim is limited to Miami Shores residents and their guests. Nonresidents may only enter for open swim when accompanied by a Miami Shores resident.

August 21- September 17 Open Swim Hours

Monday - Friday 6:00 AM - 10 AM
3:00 PM - 8 PM
Saturday & Sunday 11 AM - 5 PM

September 18 - December 31

Monday - Friday 6:00 AM - 10 AM
3:00 PM - 4:30 PM
6:30 - 8 PM
Saturday 11 AM - 4:00 PM
Sunday Closed

FEES PER SESSION:

Includes admission
to both pools.
\$5.00/resident
\$8.00/guest

Lap Swim Fees:

90 Day Lap Swim Pool Pass:
(Use of Competition Pool Only)
\$156 ./resident
\$200./resident Couple

90 Day Nonresident
Lap Swim Pass
\$239./nonresident
For Lap Swim Only -
Not available for Open Swim

The
Aquatic Center will
be **closed** on
Sept. 18
Oct. 9
Nov. 11
Nov. 23-26
Dec. 23-26
Jan. 2

SHIPWRECK
COVE OPEN
MON.,
SEPTEMBER 4TH



11:30 AM - 5 PM
Regular Admission applies:
\$5./resident
\$8./Nonresident guest

Dog Day at the Pool

Saturday, Sept 30
10 am - 12:45 pm dogs <40lbs
1:15 pm - 4 pm dogs >40lbs

Close out the Dog Days of Summer! Bring your canine friends to Splash and Play in Shipwreck Cove
Miami Shores Residents Only!
Resident Dogs: \$4.
Resident Humans: \$1.



SHIPWRECK COVE WATER PARK HOURS

Fun activities designed for all ages. Shipwreck Cove features 6 waterslides at 3 levels, interactive playground equipment, water cannons and water spraying apparatus. Water depth is 0 to 18 inches deep.

Aug 21 - Sept 17

Open Saturday & Sundays
11:00 AM - 5:00 PM

September 18th -

Closed until March 2018

SHIPWRECK COVE PARTY PACKAGES

Searching for a great party venue? Check out Shipwreck Cove's party packages. Packages for parties of 13, 26 & 40 include admission for one session in Shipwreck Cove, sunbrella rental, food and drinks. Reservations for party packages must be done in advance. Available to residents only!

Proper resident to nonresident ratio required (1:3)

PACKAGES

13 persons...\$150.
26 persons...\$276.
40 persons...\$402.

Miami Shores

Aquatics

Swim Team



Our team is a year round competitive swim team offering high quality professional coaching and technique instruction for all ages and abilities.

Our goal is to create a safe, friendly and fun environment that nurtures the competitive spirit of club/team swimming, such that all swimmers can achieve their highest personal and athletic potentials.

In addition to great physical benefits of swimming we teach proper technique, racing strategy, personal discipline, mental toughness and team spirit. We provide a positive environment that encourages positive role modeling, self-motivation, personal accountability and pride in winning and losing.

The number of practice days is determined by the coach's recommendations. All youth interested in competitive swimming are invited to try-out for the team.

Visit www.miamishoresaquatics.com for more information

Swim Team Fees:

For fees visit
miamishoreaquatics.com
for more information

WATER EXERCISE CLASSES

Water Exercise classes are ongoing.
Participants can join a class at any time.



SUNRISE H₂O CARDIO CLASS

"Watch the Sunrise as you workout"

Join a new high intensity water aerobics class using resistance training. Offered every Monday, Wednesday & Friday

Instructor: Lydia Tevini

Meets:

6:00 - 7:00 am/Mon., Wed., & Fri.

Resident: \$10./class

Nonresident: \$12./class

H₂O CARDIO CLASS

Join a new high intensity water aerobics class using resistance training. Offered Monday, Wednesday & Friday

Instructor: Lydia Tevini

Meets:

8:00 - 9:00 am/Mon., Wed., & Fri.

Resident: \$10./class

Nonresident: \$12./class

LOW IMPACT CLASS

Water exercise is easy on the joints

This class emphasizes improving range of motion, stretching and strengthening muscles, and overall relaxation. Water exercise is stress free, there is no impact to your joints and muscles.

Instructor: Rachel Shipman.

Meets:

9:00 am - 10:00 am/Tues. & Thurs.

Resident: \$10./class

Nonresident: \$12./class

AQUA ZUMBA

Instructor: Felix Guzman

Meets: Thursday: 6:45pm-7:45pm

Ends in Mid-October

Known as the Zumba® "pool party," the Aqua Zumba program gives new meaning to the idea of an invigorating workout. Splashing, stretching, twisting, even shouting, laughing, hooting and hollering are often heard during an Aqua Zumba class. Integrating the Zumba formula and philosophy with traditional aqua fitness disciplines, the Aqua Zumba class blends it all together into a safe, challenging, water-based workout that's cardio-conditioning, body-toning, and most of all, exhilarating beyond belief.

Resident: \$10./class

Nonresident: \$12./class



S.W.A.T.

Specialized Waterborne Athletic Training

Class will combine swim drills, with weight bearing exercises on the pool deck. Get ready to transform your body and push it to the next level. Classes taught by Mark Gravie.

Meets: 7 pm - 8 pm/Mon. & Wed.

Minimum 4 participants required.

Must be at least 16 yrs. old

Offered year round

Fees: \$10./class

LEARN TO SWIM

The Aquatic Center has teamed up with the American Red Cross to offer their Learn to Swim Program. Each class must have a minimum of 4 participants to begin. Participants must preregister for all the classes.

To Register: Residents may register two weeks before class. Nonresidents one week before class. (based on availability)

Class Fees for all levels:

Resident/Nonresident:
\$72./session \$90./session

Insurance for Children
Classes:

Resident/Nonresident:
\$12./\$15. per year required



Session Dates for all

Levels

Sept. 5 - Sept. 28
(2 lessons/wk for 4 /wks)

Oct. 3 - Oct. 26
(2 lessons/wk for 4 /wks)

Nov. 7 - Nov. 30
(2 lessons/wk for 4 /wks)
(Holiday dates will
be rescheduled)

Private Swim Lessons

Miami Shores Aquatic Center is now offering Private Swim Lessons taught by our American Red Cross trained Water Safety Instructors. Private Lessons are available for all ages and abilities. The instructor of your choice with customized schedule and instruction curriculum.

One Student Lesson: \$50 for 30 minutes

Two Student Lesson: \$80 for 30 minutes

Call 305-795-2241 or speak with one of our Water Safety Instructors today!!

Fees:

1 student: \$50./30 minutes

2 students: \$80./30 minutes

IPAP

(Infant & Parent Aquatics Program)

6 months to 3 years (one Child per parent)
Younger children will adjust to the water by learning skills such as placing the face in the water, flutter kicks and pre-floating skills. All Parents are taught how to instruct their children and recognize any errors in their child's swimming technique. Children are required to wear swim diapers. Parents must be in the water with their children. Instructors will work at the skill level of each child regardless of varied abilities.

Meets: Tues. & Thurs.: 6 pm - 6:30 pm
6:30 pm - 7 pm (Tues. & Thurs.)

Required: Child **must** wear swim diapers

PRESCHOOL AQUATICS

(Preschool Levels 1, 2 & 3)

This class is for 4 and 5 year olds who are ready to learn introductory water skills as well as beginner swimming skills. Students will learn to enter the pool properly, float, glide and the basics of front crawl.

Meets: Tues. & Thurs. 4pm - 4:45 pm

BEGINNERS

Beginner (Level 1 & 2)

This class is for students 6 years and older. It introduces children with little to no water experience to basic swimming skills. Students will learn the front crawl and floating techniques.

Meets: 4 pm - 4:45 pm

INTERMEDIATE

Intermediate (Levels 3 & 4)

This class is for students 6 years and older who can not complete one length of the pool but are comfortable in the water and have learned the fundamentals of the front crawl. Student will learn rotary breathing, elementary backstroke, sidestroke and back crawl.

Meets: Tues. & Thurs. : 5 pm - 5:45 pm

ADVANCED

Advanced (Level 5 & 6)

This class is for students 6 years and older who can complete two lengths of front crawl with rotary breathing. Students will learn breaststroke, butterfly and skills needed for swim team.

Call 305-795-2241 for class times.

Minimum 4 participants required.

ADULT SWIM LESSONS

An introduction to swimming for adults. Focus is on comfort in the water, submersion, and floating.

Call (305) 795-2241 for Availability



AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a proposal from Kimley Horn and Associates, Inc. in the amount of \$9,500 to develop a Preliminary Design Report of the existing emergency power system for Town Hall. Enclosed is a copy of the proposal submitted by Kimley Horn and Associates.

DESCRIPTION:

The existing generator at Town Hall is over 30 years old and is the original equipment that was installed when Town Hall was built. Although it works, replacement parts are not available and there is a possibility that the next malfunction may render the generator irreparable. In addition, the existing generator does not provide complete standby power to the Police Department, the main offices, and the Building Department and is undersized.

On December 19th 2017, Kimley Horn and Associates, Inc.(KHA) visited Town Hall with the Town Electrician Mike Best, to determine the requirements for a new generator. During their inspection, KHA discovered that there were unknown as built and power supply elements that prevent the design and sizing of the new generator.

The FPL vault that is on Town property, conveys power to Town Hall and supplies a secondary power feed to the Town's business district. KHA is contemplating a redesign of the power supply to Town Hall, by relocating transformers from the vault to a nearby pole and also replacing the secondary service. The proposal addresses other system improvements that is expected to ultimately improve the power supply to the Town and to all our customers.

The new generator will be sized/connected such that if a new Town Hall is constructed on another site or remodeled on location, the generator will still be serviceable, at no additional cost.

Investigation with Bal Harbour indicated that their existing generator is also undersized but they indicated that, in the short term, they plan to rent additional capacity as the need arises. It is my understanding that the Village of Bal Harbour intends to relocate their operations off site, and appropriate standby generator needs will be subsequently determined.

In the event that the replacement generator can not be procured by the start of the 2018 Hurricane Season, the Department of Public Works will enter into either a continuous rental agreement for a replacement generator for the entire hurricane season, or an agreement for guaranteed rental service for any and all Hurricanes that may be imminent threats to the Town during the 2018 season.

Notwithstanding the Councils' decision to move forward with KHA's proposal or not, staff will bring back to Council before the start of this years' hurricane season, the details of rental agreements based of various levels of service, and a recommendation for Council's approval to enter into an agreement with the preferred level of service to guarantee uninterrupted electrical service, should our existing generator fail.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:**BUDGET IMPACT:**

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	KHA Proposal	Emergency Power System PDR.pdf
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January 11, 2018

Ron J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Re: Town of Bay Harbor Islands
Emergency Power System Improvements
Preliminary Design Report**

Dear Mr. Wasson:

In accordance with our general services agreement, Kimley-Horn and Associates, Inc. (ENGINEER) is pleased to submit this letter agreement (AGREEMENT) to the Town of Bay Harbor Islands (TOWN) to provide professional services for developing a Preliminary Design Report associated with upgrading the TOWN's existing emergency power system.

PROJECT BACKGROUND

Based on the age, condition, and load capacity of the TOWN's current emergency power system, the TOWN is considering system replacement. The project objective is to analyze the existing generator and controls equipment to evaluate present operating parameters and to develop a replacement approach. The intent is to increase system efficiency with new generator and controls equipment, reduce system maintenance with improved components, and to provide a reliable backup power system to better serve the TOWN. Based on critical and undetermined electrical design elements such as existing service configuration and emergency power load requirements, the first phase of this project will be to develop a Preliminary Design Report (PDR). The PDR will be used to evaluate and investigate the existing emergency power system so that a recommended approach for system improvements can be provided. The PDR will also include associated preliminary cost estimates for budgeting and scheduling purposes. Upon completion of the PDR, a separate professional services scope can be developed for design, permitting, and construction phase services.

SCOPE OF SERVICES

The scope of services will be completed by the ENGINEER and our electrical Subconsultant Bailey Engineering Consultants and the following task will be performed in close coordination with TOWN staff:

TASK 1 – PRELIMINARY DESIGN REPORT

- Review of as built documentation relating to the normal and emergency power systems for the Public Works, Town Hall, and Police Station facility.



- Visit each site to observe and document the conditions of existing equipment.
- Provide recommendations and preliminary cost estimates to upgrade the existing emergency power system.
- Identify critical electrical reliability items requiring near term replacement (i.e. less than 5 years).
- Initialize conversations with FPL to clarify facility improvement recommendations.

INFORMATION PROVIDED BY CLIENT

- Access to the site
- Available record drawings and data

DELIVERABLES

- Draft Preliminary Design Report for review by the TOWN.
- Five originals and one electronic file of the final Preliminary Design Report.

SCHEDULE

The ENGINEER will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

FEE AND BILLING

The ENGINEER will perform the services described in the Scope of Services for a lump sum fee of \$9,500.00. Payment to the ENGINEER will be in accordance with the general services agreement. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the receipt of the invoice.

I appreciate this opportunity to submit a letter agreement. Please contact me at 954-535-5112 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Gary R Ratay, P.E.
Senior Associate

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.



TOWN OF BAY HARBOR ISLANDS

Agreed to this _____ day of _____, 2018

By: _____

Title: _____

_____, Witness
(Print or Type Name)

Official Seal:

O:\gratay\BayHarbor\Generator Replacement\Emergency Power System PDR.docx

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 13.

ITEM:

Consideration and Approval of award of contract BHI-191 for Zone 2 valley gutter repairs in favor of C & I Construction and Design in the amount of \$110,000. Enclosed is a copy bid results and contract documents.

DESCRIPTION:

The Department of Public Works has divided the Town into seven maintenance zones for valley gutter and road repairs; the limits and locations of these Zones are illustrated on the attached map. In the last fiscal year, valley gutter repair and milling and resurfacing work were performed in Zone 1, which is located on the East Island, south side of 96th Street. Similar work is planned for this fiscal year in Zone 2, and valley gutter repairs must precede asphalt repair. As shown on the map, Zone 2 includes the internal streets on the northern side of the East Island. Zone 3 would consist of the perimeter streets on the Northern side of the East Island.

A memo from the Town Engineer is attached. It explains how the Zones were determined, and the road quantities in each Zone.

The current project consists of repairs to 2,000 linear feet of valley gutters and 200 linear feet of F-Curb. These quantities were measured on site but may change during the course of the contract. The work was advertised on December 8th 2017, and bids were due on January 19th 2018. Three bids were received: V Engineering and Consulting Group (98,700), Stone Concepts of Miami (\$92,000), and C&I Construction & Design (90,875). The bid results is attached.

The lowest responsive bid was from C&I Construction and Design, in the amount of \$90,875.00. The budget for this work is \$110,000.00.

C&I Construction has previously worked for the Town, and have proven to be a very reliable and competent contractor, who is well qualified to perform valley gutter repairs.

The form of Contract that is proposed for use with this vendor is also attached.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

A total of \$110,000 has been budgeted for this expenditure. Staff recommends contract award of BHI 191 Zone 2 Valley Gutter Repairs to C&I Construction and Design in the amount of \$90,875.00, plus a contingency amount of \$19,125.00 in the event additional repairs are needed.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	BHI-191 BID RESULTS	BID RESULTS FOR BHI-191.pdf
2.	Zoning for Road & Valley Gutters	Zoning For Road and Valley Gutter Repairs 2018.doc
3.	Maintenance Zoning	Maintenance Zoning.pdf

Town of Bay Harbor Islands

BID CLOSING

Friday January 19th, 2018 @ 3:00 PM

BHI-191 – Zone 2 Valley Gutter Repairs

1.		Bid Bond	Bid Amount \$
Company Name	Stone Consept Miami	✓	\$92,000
Contractor Name	1239 Robin Ave.		
Address/ Phone #	Miami Springs, Fl. 33166		
2.			
Company Name	C + F Construction + Design	✓	\$90,875
Contractor Name	14031 SW 143 Ct. #6		
Address/ Phone #	Miami, Fl. 33186		
	305-255-6067		
3.			
Company Name	V Engineering + Consulting	✓	\$98,700
Contractor Name	2929 SW 3 Ave, Ste 340		
Address/ Phone #	Miami, Fl. 33129		
	786-420-5950		
4.			
Company Name			
Contractor Name			
Address/ Phone #			

Town of Bay Harbor Islands
BID CLOSING – SIGN IN SHEET

Friday, January 19th, 2018 @ 3:00PM

BHI-191 – Zone 2 Valley Gutter Repairs

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Marlene Siegel Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	Msiegel@bayharborislands- fl.gov
Alba Chang Deputy Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	achang@bayharborislands- fl.gov
Stone Concept Miami	1239 Robin ave	786-337-3425	ali@scmiami.com
V Engineering & Consulting	2929 SW 3rd Ave	786-410-5950	justin@veccorp.net

interoffice MEMORANDUM



Date: January 23rd 2018

From: Randy Daniel, P.E. Town Engineer/ Director
of Public Works

To: Ron Wasson – Town Manager

Copy: J.C.Jimenez - Assistant Town Manager
Melissa Cruz- Finance Officer
Doug Armstrong - Assistant Director of Public Works

Subject: Zoning for Road and Valley Gutter Repairs
Capital Improvement Plan

The Objective of the Road and Drainage maintenance program is to repair or replace all failed sections of valley gutter (Drop Curb) and F-Curb, and mill and resurface associated roadways. To this end the Town of Bay harbor Islands has been divided into seven zones and each fiscal year work will be performed in one zone until all seven zones have been addressed. After seven years the cycle of repairs will start over.

The intention is to perform valley gutter and F-curb repairs in each zone every 7 years, and immediately following these repairs, embark on milling and resurfacing of the streets in that zone. The newly surfaced roads will also be restriped.

Although some attempt was made to achieve similar sized zones throughout the Town, the logistics of performing the work to obscure joints between the different phases was the overriding factor in establishing the limits of each zone.

The seven zones are distributed between West and East Island as follows:

Zone I (Perfomed in Fiscal 2016-2017)

Street Address	Road Length (ft)
• 92 nd Street	0
• 93 rd Street	0
• 94 th Street	500
• 95 th Street	1,000
• Perimeter Road	2,100
• Broad View Terrace	250
Total Zone I	3,850 ft

Zone II (Proposed for Fiscal 2017-2018)

Street Address	Road Length (ft)
• 97 th	1,300
• 98 th	1,250
• 99 th	1,100

• 100 th	1,000
• 101 st	800
• 102 nd	700
• 103 rd	350
• Broad View Terrace	1,500
Total Zone II	8,000 ft

Zone III ((Proposed for Fiscal 2018-2019)

Street Address	Road Length (ft)
• Perimeter (NS)	5,200 Ft

Zone IV (Proposed for Fiscal 2019-2020)

Street Address	Road Length (ft)
• 92 nd	1,000
• 93 rd	1,350
• 94 th	1,000
• 95 th	1,350
• South Alley	1,250
• BH Terrace	1,400
Total Zone IV	7,350 ft

Zone V(Proposed for Fiscal 2020-2021)

Street Address	Road Length (ft)
• Perimeter (SS)	4,200 Ft.

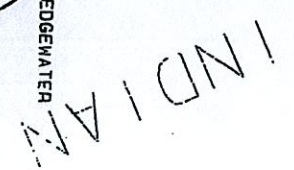
Zone VI(Proposed for Fiscal 2021-2022)

Street Address	Road Length (ft)
• 97 th	1,200
• 98 th	1,150
• 99 th	900
• 100 th	800
• 101 st	800
• 102 nd	725
• N Alley	625
• Bay Harbor Terrace	1,000
Total Zone VI	7,200 ft

Zone VII(Proposed for Fiscal 2022-2023)

Street Address	Road Length (ft)
• Perimeter RD (NS)	5,000 ft

22 42



AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a proposal from Calvin, Giordano & Associates in the amount of \$8,250 for professional traffic engineering services related to the proposed development located on the Northeast corner of NE 123 Street and North Bayshore Drive in the City of North Miami. Enclosed is a copy of the proposal submitted by Calvin, Giordano & Associates.

DESCRIPTION:

The proposed traffic study review is for a vacant Hotel (also known as the White House Inn) located on the northeast corner of 123 Street and North Bayshore Drive in the City of North Miami. The property owners are seeking to redevelop the property to a 52 luxury condominium residences.

Town Manager Wasson request the Town Council approve the traffic analysis to determine any relevant traffic impact to the Town.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Proposal CGA	18-9983 BHI Biscayne Harbor Traffic Study.pdf
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Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

February 1, 2018

Mr. Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor, FL 33154

RE: Bay Harbor Islands Biscayne Harbour Traffic Study Review
CGA Proposal No. 18-9983

Dear Mr. Wasson,

Calvin, Giordano & Associates, Inc. is pleased to submit this proposal for professional traffic engineering services related to the traffic review of the Biscayne Harbour redevelopment in the City of North Miami. The specific traffic engineering services offered herein are outlined below.

I. Professional Engineering Services

A. Traffic Engineering

1. **Traffic Engineering Review Services-** CGA traffic engineers will provide traffic engineering review services for the Biscayne Harbour Traffic Impact Study submittal in the City of North Miami. The traffic engineering review services will include one comprehensive review of the traffic study to determine any relevant traffic impacts to the Town of Bay Harbor Islands. This includes the proposed development's impact on the Town's road network as it relates to the adopted concurrency requirements and level of service standards. CGA traffic engineers will also make recommendations regarding modifications to existing driveway locations as necessary and other transportation requirements or recommended improvements for the traffic study submittal. This scope of services includes preparation of one comment response memo, one response based on one resubmittal and attendance at one public hearing.

- CGA traffic engineers will review the Biscayne Harbour traffic study submittal prepared by Kimley Horn & Associates, Inc. dated January 4, 2018. This traffic study is for the redevelopment of a vacant hotel parcel with 52 new condominium units. The redevelopment site is located at the northeast corner of SR 922/NE 123rd Street and North Bayshore Drive in the City of North Miami, Florida.
- Note: The Town of Bay Harbor Islands will provide a digital and hard copy of each traffic impact study and a set of the applicant's site plan and signing and marking plan for the subject location for Consultant's use in these traffic engineering services.
- Note: If attendance at additional meetings is required, an additional service will be provided for review and approval.
- Note: Traffic review services including the initial comment response memo will be completed within 21 business days of receipt of the purchase order and traffic study submittal from the Town of Bay Harbor Islands. If additional review services are required beyond the initial comprehensive review and the review of one resubmittal, an additional service will be required.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.

- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
	A Professional Traffic Engineering Services	\$8,250.00
	Traffic Impact Analysis	\$8,250.00
II	Meetings not included in I thru I	Hourly
TOTAL (Plus Hourly Services)		\$8,250.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.

- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Dennis J. Giordano
President

Cost of these services are \$8,250.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  Date: 2/1/18
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Mr. Ronald J. Wasson
Title: Town Manager

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 15.

ITEM:

Discussion requested by Council Member Salver regarding the design standards for single family homes on the West Island. Enclosed is a Powerpoint presentation and staff report prepared by Town Planner, Michael Miller.

DESCRIPTION:

At the January 8th, Regular Council the Town Council request for staff to study other cities land developments regulations for single family homes on the East Island. Enclosed is a PowerPoint and staff report from Town Planner Michael Miller.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Isaac Salver, Council Member

ATTACHMENTS

1.	Staff Report - MM	BHI TC Staff Report - Lot Coverage.pdf
2.	Presentation Single Family Home	REV- Presentation Single Family Home.pdf

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MJM*
Consultant Town Planner

Date: January 26th, 2018

Subject: Town of Bay Harbor Islands
Land Development Code Analysis
Single-Family Home Design Standards
MMPA Acct. No. 01-0702-0800

ISSUE:

At a recent Town Council meeting negative comments were made about some of the new "contemporary / modern" home designs being built in the community. The comments included "over-building / too massive / too plain / too much plain exposed concrete / too much lot coverage" and other comments. The Town has spent a lot of time over the last 13+/- years studying its land development regulations and updating its Codes. In general, we find the Town's regulations similar to many other communities, comprehensive and fairly detailed, but are flexible enough to allow architects / builders some freedom to propose a wide variety of single-family house designs. The Town does not have any Architectural Design Guidelines. The Planning and Zoning Board has review criteria in Chapter 5 but is generally free to consider / approve what they feel is acceptable to the community.

MMPA was requested to study this issue and prepare suggested ideas to address the concerns. In previous years MMPA prepared a number of land development regulation analysis documents – some of which are attached hereto. MMPA has prepared a PowerPoint presentation with photographs / comments to highlight the issues. Based on the Town Council feedback possible Code amendments / administrative guidelines could be prepared.

TOWN OF BAY HARBOR ISLANDS EXISTING SINGLE FAMILY BUILDING REGULATIONS

Chapter 23 - Zoning and Planning Regulations

Sec. 23-11. - Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(A) *RD-Single Family Area:*

(1) Front yard setback (any street frontage including corner lots).

All lots except Kane Concourse frontage: 25 feet.

All lots fronting Kane Concourse: 40 feet.

(2) Rear yard setbacks (waterfront).

Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.

Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.

(3) Rear yard setbacks (non-waterfront).

Lots fronting Kane Concourse: Ten feet.

All other lots: 15 feet.

(4) Side yard setbacks (all lots).

All lots: Ten feet.

(5) Notwithstanding the above, as to triangular or otherwise odd-shaped lots, the town shall have the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning.

(6) Height limits.

a. No building in RD-Single Family area, shall exceed two and one-half stories or 25 feet in height above the base flood elevation (BFE) prescribed by United States, state or county flood control laws or regulations.

b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and a maximum height of 30 feet on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:

i. On all lots in the RD-Single Family district: 15 feet from each side property line.

ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.

iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.

iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.

v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.

vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.

COMMENTS: Most of the existing regulations are reasonable and are similar to many other cities. However, the existing regulations doesn't address the volumetric intricacies like some other cities do in their Codes. This can lead houses building to the minimum required side yard setback and get a "boxy" look from certain angles. If the Town wishes to avoid this type of situation to occur there are common methods that may be taken:

- 1- Require the second floor to have a smaller percentage of built space then the first floor. For example, some cities allow only 66% - 75% of the first-floor area on a second floor.
- 2- Require that part of the side of the building on the second floor be further from the side lot line than the minimum required setback (step back like MFR).
- 3- Establish a maximum lot coverage for the house and other impervious surfaces. For example, Bal Harbour Village allows up to 40% of the lot to be covered by buildings and no more than 50% for all impervious surfaces. Golden Beach requires at least 35% of the site to be landscape open space.

MMPA recommends that the Town Council consider adopting similar criteria if it is felt that single-family homes need further bulk type regulations.

Chapter 5 – Building and Construction

Sec. 5-23.1. - Architectural and aesthetic review of plans; failure to comply with plans as agreed.

(a) The planning and zoning board shall examine, approve, approve with conditions, or disapprove the issuance of a building permit in any matter subject to its jurisdiction after consideration of whether the following criteria are complied with:

(1) The plan for the proposed structure or project is in conformity with good taste, good design and in general, contributes to the image of the town as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

(2) The proposed structure or project is not, in its exterior design and appearance, of inferior qualities such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

(3) The proposed structure is in conformity with standards of this Code and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

(4) The proposed structure or project is in harmony with other actual and proposed developments in the general area, considering the following additional criteria:

a. Site layout, orientation, location of structures and relationship to one another and to open spaces in topography.

b. Harmonious relationship with existing and proposed adjoining developments, avoiding both excessive variety and monotonous repetition, but allowing similarity of style, if warranted.

c. Maximum height, area, setbacks and overall masks as well as parts of any structure (buildings, walls, screens, towers or signs) and effective concealment of all mechanical equipment.

d. Building design, materials, and colors to be sympathetic with surroundings.

e. Harmony of materials, colors, and composition of low sides of a structure which are visible simultaneously.

f. Consistency of composition and treatment.

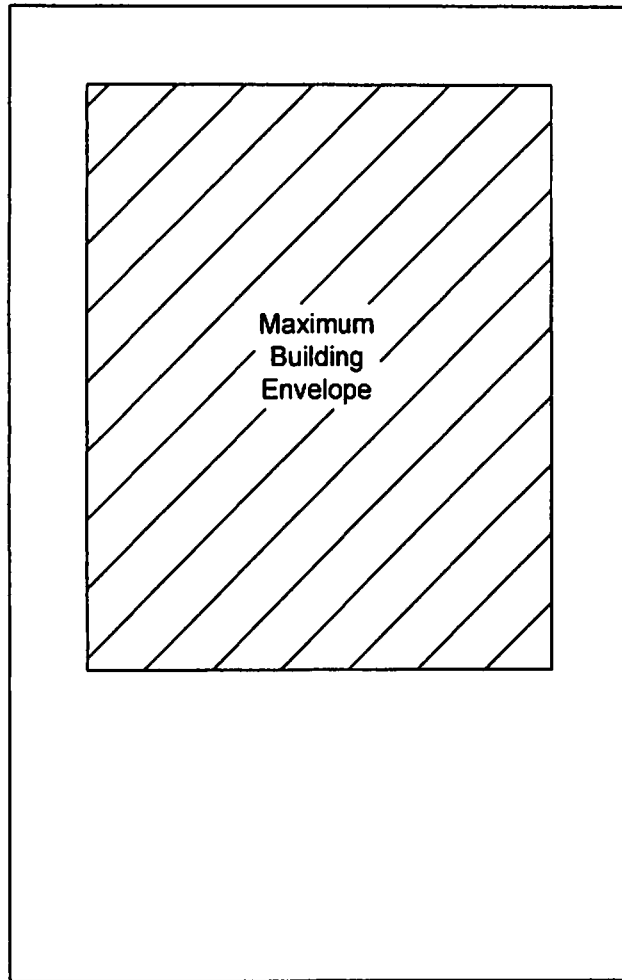
g. Location and type of planting with due regard for climatic conditions, preservation of specimen and landmark plantings upon a site, and proper irrigation to insure maintenance of all plant materials.

h. Design and appropriateness of signs, as well as interior and exterior lighting.

i. Graphics, as understood in architectural design.

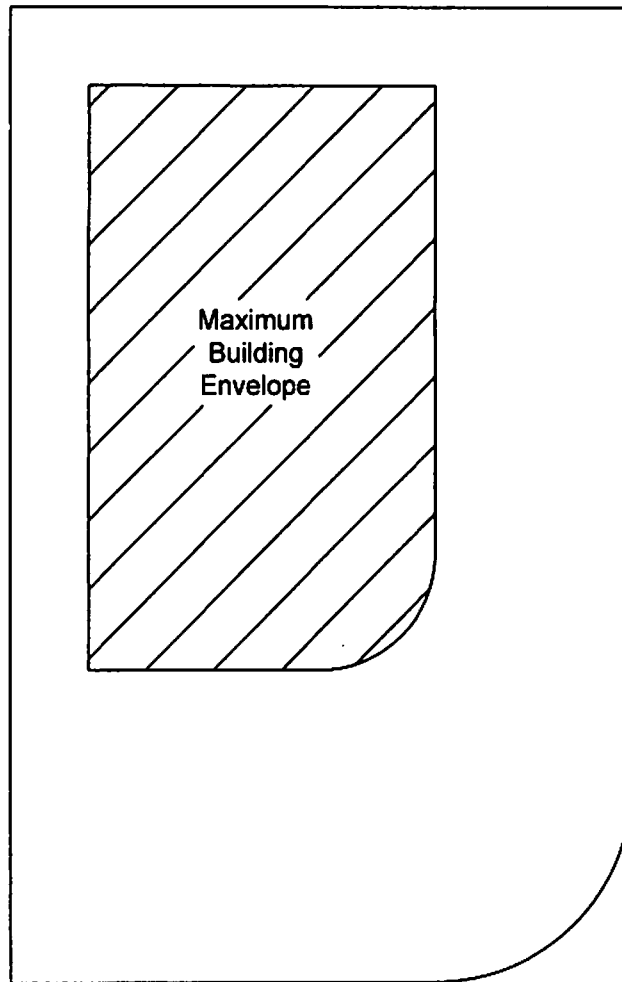
COMMENTS: While these “global” criteria are somewhat helpful in ensuring quality compatible development is approved in the Town, there is a lack of specifics to guide the PZB as to what is considered “acceptable” design. There are no specific guidelines for traditional architecture or modern / contemporary architecture. Most modern / contemporary homes are very “boxy” in appearance and unless articulation / materials are added they can look institutional (large blank walls). To guide the PZB and design community enforceable standards should to be considered. MMPA’s role in the plan review process is technical sufficiency – does it meet minimum Code requirements – we do not officially comment on architecture design, even though we may not like it. The PZB already discusses and reviews details of such nature, but no specific guidelines for required openings or different textures are in place. This would make it easier for them to suggest changes to designs. Staff notices that the PZB occasionally applies different design principles for contemporary homes – example - sides of homes too plain in one instance but not others.

Town of Bay Harbor Islands
Maximum Building Coverage Determined by Setbacks
RD - Single Family District / West Island



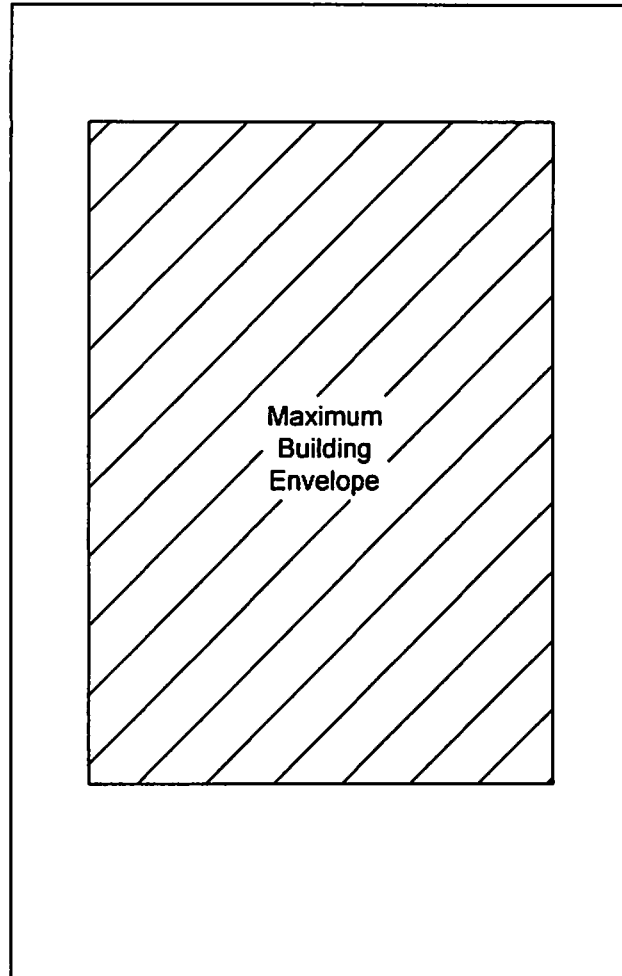
Average Interior Lot on Kane Concourse (80' x 125')
Maximum Building Coverage: 45% (60' x 75')
(Determined by Setbacks)

Town of Bay Harbor Islands
Maximum Building Coverage Determined by Setbacks
RD - Single Family District / West Island



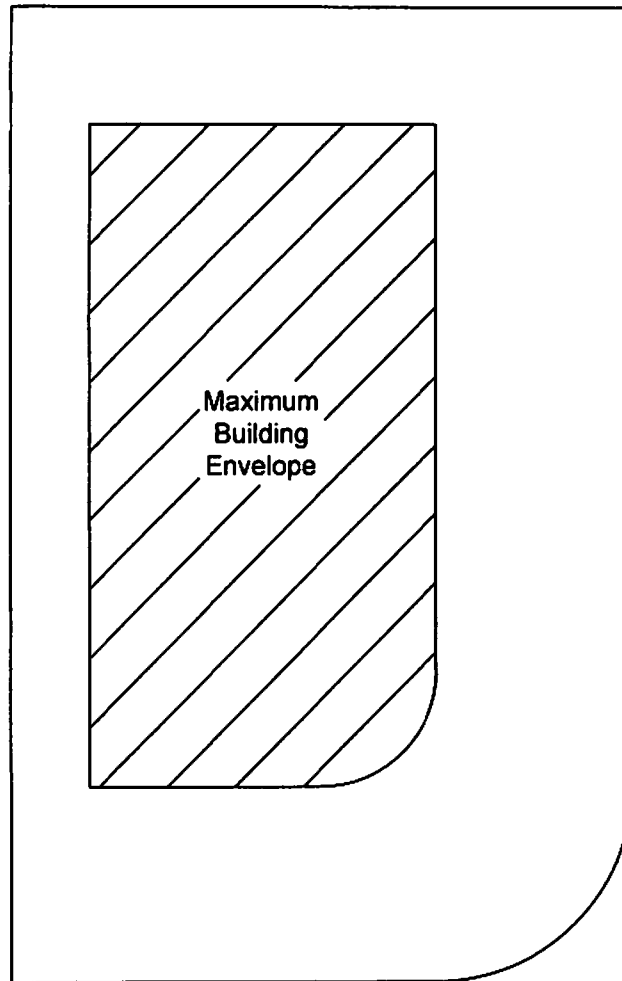
Average Corner Lot on Kane Concourse (80' x 125')
Maximum Building Coverage: 33.8% (45' x 75')
(Determined by Setbacks)

Town of Bay Harbor Islands
Maximum Building Coverage Determined by Setbacks
RD - Single Family District / West Island



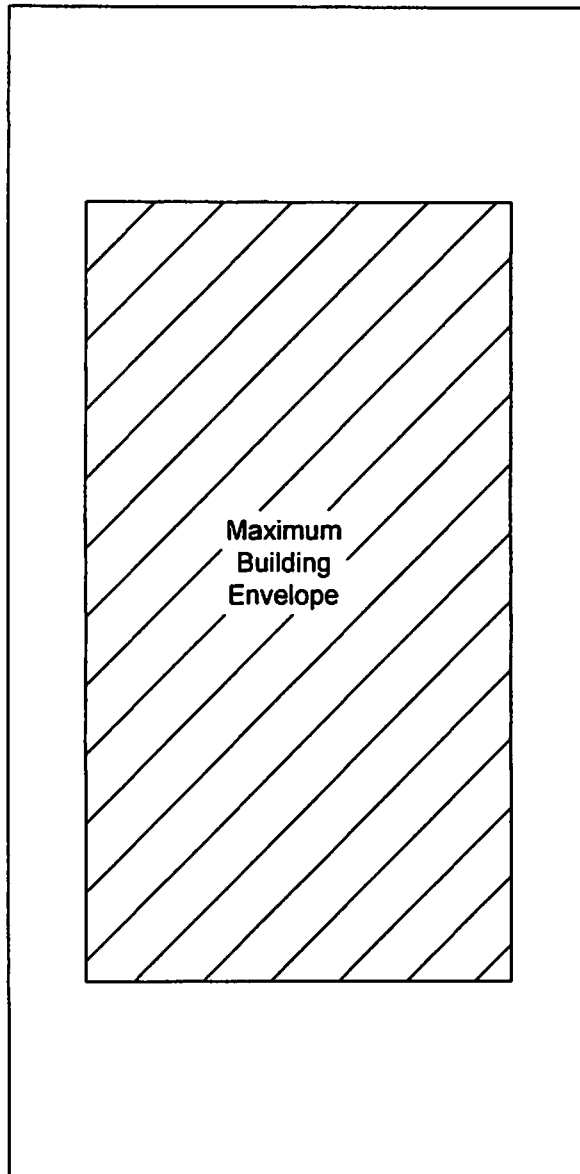
Average Interior Lot (80' x 125')
Maximum Building Coverage: 51% (60' x 85')
(Determined by Setbacks)

Town of Bay Harbor Islands
Maximum Building Coverage Determined by Setbacks
RD - Single Family District / West Island



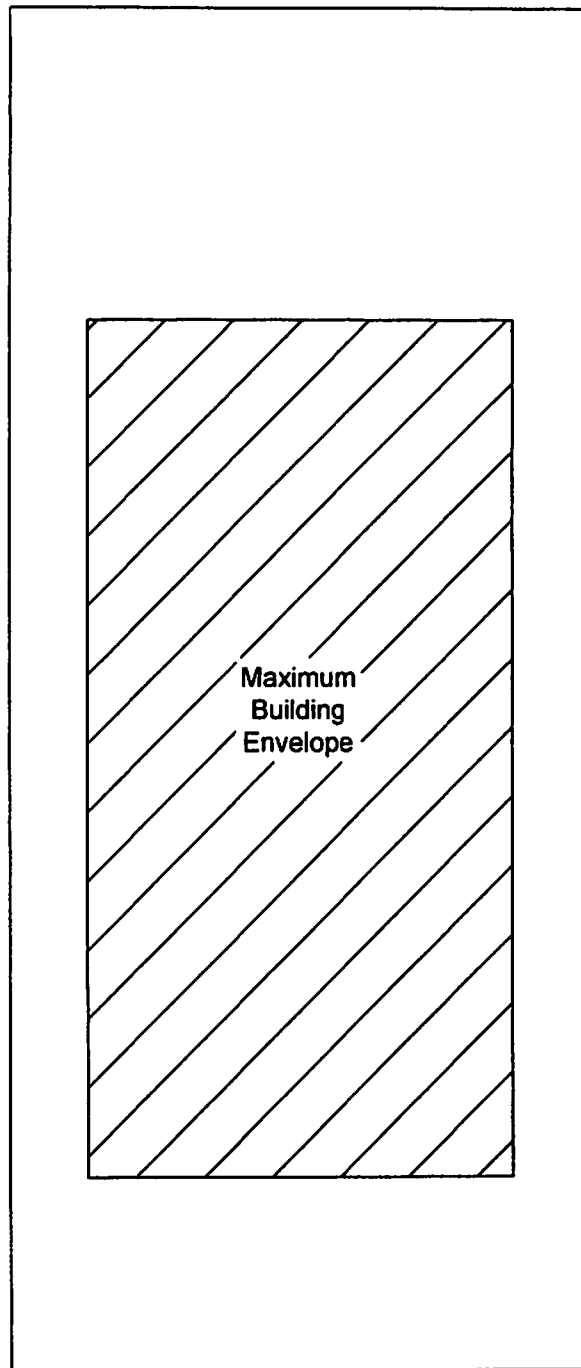
Average Interior Corner Lot (80' x 125')
Maximum Building Coverage: 38.3% (45' x 85')
(Determined by Setbacks)

Town of Bay Harbor Islands
Maximum Building Coverage Determined by Setbacks
RD - Single Family District / West Island



Average Waterfront Lot on Bay Harbor Waterway (75' x 150')
Maximum Building Coverage: 48.9% (55' x 100')
(Determined by Setbacks)

Town of Bay Harbor Islands
Maximum Building Coverage Determined by Setbacks
RD - Single Family District / West Island



Average Waterfront Lot on Biscayne Bay (75' x 175')
Maximum Building Coverage: 53.8% (55' x 110')
(Determined by Setbacks)

TOWN OF BAY HARBOR ISLANDS

ANALYSIS OF SINGLE-FAMILY RESIDENTIAL LAND DEVELOPMENT REGULATIONS

MUNICIPALITY	DISTRICT	LOT SIZE	LOT WIDTH	BUILDING HEIGHT	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	MINIMUM FLOOR AREA	MAXIMUM FLOOR AREA	LOT COVERAGE MAXIMUM	LANDSCAPING GREEN-%
Bai Harbour Village	R-1	15,350 - 28,500	95'-100'	35' / 2 stories	15'	10'-27'	40'	2,500	None	50% Total	None
	R-2	10,340 - 21,400	80'-100'	30' / 2 stories	30'	10'-22'	15'-27'	1,800	None	50% Total	None
Bay Harbor Islands	RD (waterfront)	13,000 - 14,000	75'-80'	25'-35' / 2.5 stories	25'	10'	25'-40'	2,000	None	None	None
	RD (interior)	10,000 - 11,250	80'-90'	25'-30' / 2.5 stories	25'	10'	15'	1,500	None	None	None
	RD (98 th St)	10,000	80'	25'-30' / 2.5 stories	40'	10'	10'	1,500	None	None	None
	RS-1	30,000 min	100' min	28'-31' / 2 stories	20'	10% lot width per side 25% lot width total	20'-50'	1,800	45% lot area	25%	50% front yard 70% rear yard
Miami Beach	RS-2	18,000 min	75' min	28'-31' / 2 stories	20'	10% lot width per side 25% lot width total	20'-50'	1,800	45% lot area	25%	50% front yard 70% rear yard
	RS-3	10,000 min	50'-60' min	24'-31' / 2 stories	20'	10% lot width per side 25% lot width total	20'-50'	1,800	45% lot area	25%	50% front yard 70% rear yard
	RS-4	6,000 min	50' min	24'-27' / 2 stories	20'	10% lot width per side 25% lot width total	20'-50'	1,800	45% lot area	25%	50% front yard 70% rear yard
	R-1 R-2	9,200 min 6,000 min	80' min 60' min	35' 35'	25' 25'	7.5' or 10% 7.5' or 10%	25' 25'	1,500 1,000	None None	None None	None None
North Miami	RS-1	8,000 min	80' min	30' / 2 stories	25'	8'	25'	2,500	None	40%	35% total 25% of front yard
	RS-2	7,000 min	70' min	30' / 2 stories	25'	7.5'	15'-25'	1,400	None	40%	35% total 25% of front yard
	RS-3	6,000 min	60' min	30' / 2 stories	25'	7.5'	15'-25'	1,200	None	40%	30% total 25% of front yard
	RS-4	5,000 min	50' min	30' / 2 stories	25'	5'	15'-25'	1,100	None	40%	30% total 25% of front yard
Surfside	RS-5	1,200 min	30' min	15' / 1 story 24' / 2 stories if 2 combined lots	3'	3'-7.5'	3'	500 / 1 lot through 2,000 / 4 lots	None	None	None
	H30A	8,000 min	50' min	30'	20'-30'	5' / 10%	20'	None	None	40%	35%
	H30B	5,600 min	50' min	30'	20'-30'	5' / 10%	20'	None	None	40%	35%
	H30C	No minimum	50' min	30'	20'	5'	10'	None	None	None	20%
	H40	No minimum	50' min	40'	20'	5'-7'	10'	None	None	None	20%
	H120	No minimum	50' min	120'	40'	10' / 10%	30'	None	None	None	20%

Town of Bay Harbor Islands, Florida

**SINGLE FAMILY HOME
DESIGN STUDY**

February 2018

THE ISSUE

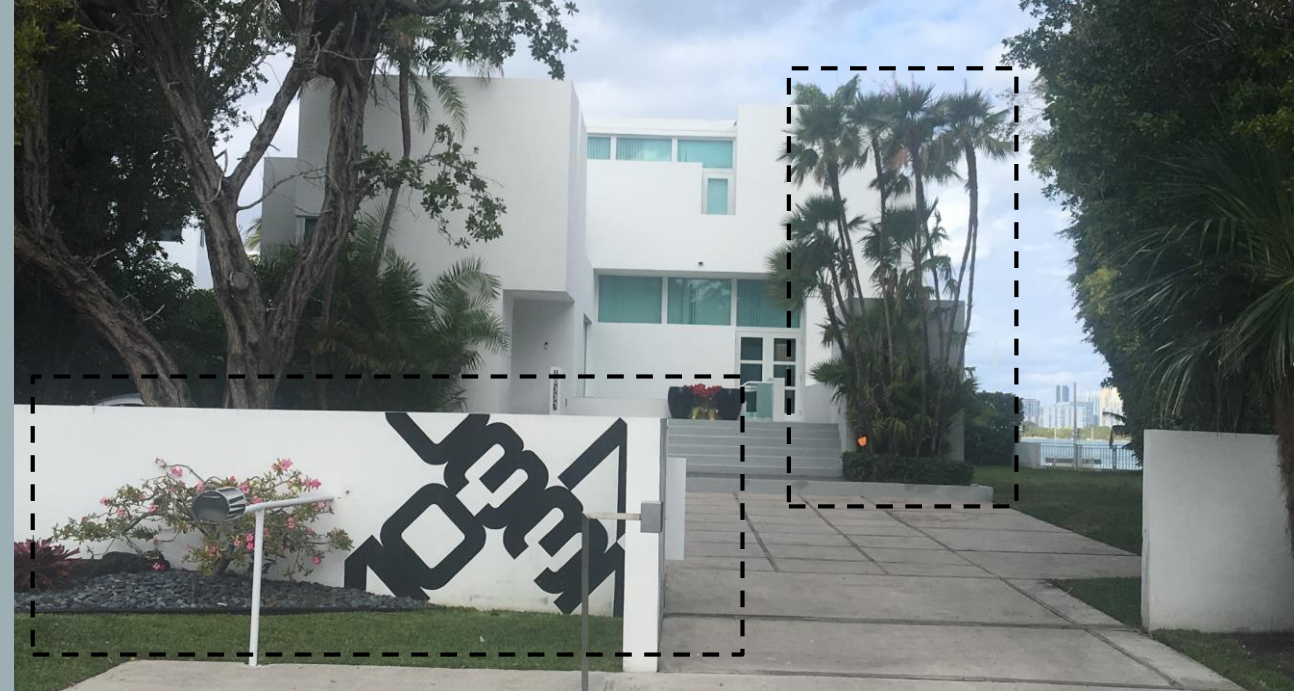
- The Town has commented that some newer homes, particularly those with Contemporary Architectural Design, appear too “boxy”, have unattractive large unbroken concrete facades, and in some cases appear too voluminous.
- MMPA was requested to study this and provide suggestions.

THE VISION

- What to avoid?
 - Large areas of plain walls
 - Single use of materials
 - Poor landscape
 - Overbuilding of house size
- What to look for?
 - Lush landscape design
 - Variety of forms and materials
 - Windows on the façade
 - Reasonable house size/ other impervious footprint

CONTEMPORARY ARCHITECTURAL STYLE IN BAY HARBOR ISLANDS

Analysis of Existing Contemporary
Style Single Family Homes



Rich landscape and architectural design make this modern house a good example of contemporary architecture in the City.



Large areas
of plain wall



- Doesn't give the feeling of a residential property
- Even though the front yard landscaping is according to the landscape requirements of the Town the large grass area in front of the house is not ideal. The front yard trees (minimum of 2 trees required / 5 trees planted) are on the side property line and do not screen the house. No shrubs added to stark appearance.
- Lack of a relation with the street



- Different materials, angles and landscaping provide these modern houses with a less harsh sensation.
- Shrubs by the front façade provide a softer appearance to the wall, furthermore, even though this is a “blank” it is in an angle and it has the number of the house. MMPA believes the shrubs could be even taller.





- This house has a variety of volumes and all the levels of the façade have windows or some type of opening.



- Large spaces with plain finish
- Windows facing the street allow some connection with the Town, providing safety for pedestrians.



- Different Building Volumes Interface with the Street
- Various materials breakup flat surfaces





Attention to height of
walls on the property
line



- Various Materials breakup facade
- Windows face the Street
- Varied volumes



- Different Levels of Interface with the Street
- Various Materials
- Embellishments to the facades add an extra layer of beauty



WHAT CAN BE DONE TO IMPROVE REGULATION?

- Require the second floor to have a smaller percentage of built space than the first floor – Limit 2nd Floor to a certain % of the 1st floor.
- Require that part of the side of the building on the second floor be further from the side lot line than the minimum required setback.
- Specific guidelines of required openings or different textures
- Limit the Lot Coverage per house/ other impervious surfaces. As an example Bal Harbor Village Limits homes footprint to 40% of the Lot area and 50% for all impervious surfaces.
- Require a minimum percentage of open space – currently none exists. As an example Golden Beach requires at least 35% open space for single family homes. The Town requires at least 20% open space for the multifamily projects.



- Older home with smaller 2nd floor area



- Too stark in front yard
- More landscape would soften appearance

- Better Examples of massing, materials and landscaping





- Architectural features, such as these enrich the building façade and provide shade to the interior of the house
- The Volume protrusion in the façade combined with glass panels/ windows provide a variety of volumetric plans and materials



- Good Examples of Landscape Design and Façade Volume and Materiality

THE END

Presentation Prepared by Consultant Town Planner

Michael Miller Planning Associates, Inc.

mmiller@michaelmillerplanning.com

AGENDA ITEM REPORT

February 12, 2018

ITEM NUMBER: 16.

ITEM: Discussion to establish regulations for the installation and maintenance of floating vessels platforms / floating boat slips. Enclosed is a staff report from Town Planner, Michael Miller.

DESCRIPTION:

This item is being brought to you for discussion due to a recent issue that took place at 9180 West Bay Harbor Drive. There was a dispute between two residents over a floating dock and the manner that it was attached to the seawall. There were many issues raised by these residents but the one that could be addressed by the Council is how the floating docks are attached to seawall. I have attached photos of several existing floating docks so the Council can see how they are being secured to the seawall. The concern for the integrity of the seawall is a legitimate one since a lot of the seawalls are very old and show some deterioration (I enclosed a report that was done by Hardesty and Hanover in 2007 on this particular seawall)

Section 23-12(6) of the Code addresses the design, and location of boating docks, pilings, and etc. as a matter of fact on the subject. There are no Code provision on floating docks / floating vessels since there is minimal environmental impact to the sea life and State Law exempt these types of floating vessels from obtaining state environmental permits. However Florida Statue 403.813 allows local municipalities to regulate how they are secured and maintained.

Staff recommends that the Town Council consider amending the Town Code to add language requiring a building permit prior to installation and require adequate maintenance.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Staff Report - MM	BHI TC Staff Report Floating Docks Jan 26 2018.pdf
2.	Floating Docs Pictures	Floating Docs Pictures.pdf

3.	Seawall Inspection Report 9180	Seawakk Inspection Report 9180.pdf
4.	9180 WBHD	9180 WBHD.pdf

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MEM*
Consultant Town Planner

Date: January 26th, 2018

Subject: Town of Bay Harbor Islands
Land Development Code Analysis
Floating Vessel Platforms / Floating Boat Lifts
MMPA Acct. No. 01-0702-0800

ISSUE:

The Town has an extensive section of the Zoning Code devoted to boat docks, mooring pilings and similar facilities. The land development regulations are very comprehensive and address the unique geography / waterways of the Town (Biscayne Bay / Indian Creek / Bay Harbor Waterway). During the last major review / update of the section of the Code addressing docks in 2007, the Town was fortunate to have a Mayor at that time (Peter Lynch) who profession was a charter boat captain, which afforded detailed knowledge of these facilities. The Town Code specifies that boat docks be not less than five (5) feet above the water surface (due to environmental issues), cannot be within a certain distance of property lines (setbacks) and cannot extend more than specified distances into adjoining waterways. Provisions are included to allow variations based on environmental issues such as shallow bottom, seagrasses, etc. that DERM or other permitting agencies review. From time to time the Town receives inquiries about floating docks for jet skis, wave runners, etc. As a matter of information, the Town owns all adjoining waters to the upland islands via the Town Charter.

The Town Code is silent as to floating vessel platforms and floating boat lifts. In 2016 an inquiry led to MMPA being asked to research the applicable laws governing such docks and locating municipal codes that address these types of docks. Our research found that a majority of codes do not have any or minimal regulations for floating docks. Some communities ban them entirely for various reasons. State law exempts floating docks from certain environmental permits, but not local regulatory control (Sec. 403.813 F.S.)

MMPA was requested to provide backup on this subject for the Town Council's information which may lead future Code amendments. See the attached.

Michael J. Miller

From: Michael J. Miller
Sent: Tuesday, April 05, 2016 3:43 PM
To: rwasson@bayharborislands.net; Marlene Siegel (msiegel@bayharborislands.net); dlee@bayharborislands.net; amartinez@bayharborislands.net
Cc: Craig Sherman; Frank Simone; Frank C. Simone Esq. (frank@shermanslaw.com); Scott Marks
Subject: Bay Harbor Islands - Floating Docks
Attachments: Legal Brief Waterfront Properties Docks.pdf; State Statutes Floating Dock Exception FDEP Permits.pdf

Ron / Town Staff:

Section 23-12(6) of the Town Code regulates the location, design and approval of docks, piers, pilings, etc. A substantial update was done a few years ago with consultation with M-D DERM staff and other permitting agencies. The waters surrounding the islands are state waters but, as we know, the Town Charter has certain use limitations. During a recent review of a Building Permit, Scott Marks from my office reviewed a permit for a "floating" dock at the RIVA complex on WBVD. Apparently it is for some Kayaks. Based on the existing Code provisions he denied the permit. As written the Code requires a dock to be at least 5 feet above the water surface, which was a DERM requirement to allow sunlight to get to seagrasses. There are no Code provisions for floating docks (usually plastic that a boat / wave-runner / other pulls onto). It stays on the water surface. There may be some existing in the Town at present. Further, a zoning variance was granted for the unique RIVA dock design, which did not include any floating docks. During discussions with the applicant it was stated there is a state law exception for floating docks. We located Chapter 403.813 F.S. that exempts floating docks from state environmental permits (FDEP / Corp of Engineers); however, it clearly allows local governments to regulate them and require permits. We looked at several other city codes and not many address them – but I have seen them. They can look great when new but often deteriorate in the sun / sea water. Black colored docks do not show as poorly as white or beige.

Need some guidance – my staff can only enforce the Town Code provisions. While the state law exempts state / federal permitting does the Town want some say as to location, appearance, etc.? MMPA is not opposed if done correctly. If there is no regulation at all there could be lots of them randomly placed – in setbacks / blocking waterways.

Michael J. Miller, AICP
Consultant Town Planner
April 5th, 2016

Select Year: 2015

The 2015 Florida Statutes

[Title XXIX](#)
PUBLIC HEALTH

[Chapter 403](#)
ENVIRONMENTAL CONTROL

[View Entire Chapter](#)

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(a) The installation of overhead transmission lines, with support structures which are not constructed in waters of the state and which do not create a navigational hazard.

(b) The installation and repair of mooring pilings and dolphins associated with private docking facilities or piers and the installation of private docks, piers and recreational docking facilities, or piers and recreational docking facilities of local governmental entities when the local governmental entity's activities will not take place in any manatee habitat, any of which docks:

1. Has 500 square feet or less of over-water surface area for a dock which is located in an area designated as Outstanding Florida Waters or 1,000 square feet or less of over-water surface area for a dock which is located in an area which is not designated as Outstanding Florida Waters;
2. Is constructed on or held in place by pilings or is a floating dock which is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Shall not substantially impede the flow of water or create a navigational hazard;
4. Is used for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia; and
5. Is the sole dock constructed pursuant to this exemption as measured along the shoreline for a distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot.

Nothing in this paragraph shall prohibit the department from taking appropriate enforcement action pursuant to this chapter to abate or prohibit any activity otherwise exempt from permitting pursuant to this paragraph if the department can demonstrate that the exempted activity has caused water pollution in violation of this chapter.

(c) The installation and maintenance to design specifications of boat ramps on artificial bodies of water where navigational access to the proposed ramp exists or the installation of boat ramps open to the public in any waters of the state where navigational access to the proposed ramp exists and where the construction of the proposed ramp will be less than 30 feet wide and will involve the removal of less than 25 cubic yards of material from the waters of the state, and the maintenance to design

specifications of such ramps; however, the material to be removed shall be placed upon a self-contained upland site so as to prevent the escape of the spoil material into the waters of the state.

(d) The replacement or repair of existing docks and piers, except that fill material may not be used and the replacement or repaired dock or pier must be in the same location and of the same configuration and dimensions as the dock or pier being replaced or repaired. This does not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards.

(e) The restoration of seawalls at their previous locations or upland of, or within 18 inches waterward of, their previous locations. However, this shall not affect the permitting requirements of chapter 161, and department rules shall clearly indicate that this exception does not constitute an exception from the permitting requirements of chapter 161.

(f) The performance of maintenance dredging of existing manmade canals, channels, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into the waters of the state, provided that no more dredging is to be performed than is necessary to restore the canals, channels, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications or configurations, provided that the work is conducted in compliance with s. 379.2431(2)(d), provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption applies to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed prior to April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption does not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent waters. When no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water. The Board of Trustees of the Internal Improvement Trust Fund may fix and recover from the permittee an amount equal to the difference between the fair market value and the actual cost of the maintenance dredging for material removed during such maintenance dredging. However, no charge shall be exacted by the state for material removed during such maintenance dredging by a public port authority. The removing party may subsequently sell such material; however, proceeds from such sale that exceed the costs of maintenance dredging shall be remitted to the state and deposited in the Internal Improvement Trust Fund.

(g) The maintenance of existing insect control structures, dikes, and irrigation and drainage ditches, provided that spoil material is deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into waters of the state. In the case of insect control structures, if the cost of using a self-contained upland spoil site is so excessive, as determined by the Department of Health,

pursuant to s. [403.088\(1\)](#), that it will inhibit proposed insect control, then-existing spoil sites or dikes may be used, upon notification to the department. In the case of insect control where upland spoil sites are not used pursuant to this exemption, turbidity control devices shall be used to confine the spoil material discharge to that area previously disturbed when the receiving body of water is used as a potable water supply, is designated as shellfish harvesting waters, or functions as a habitat for commercially or recreationally important shellfish or finfish. In all cases, no more dredging is to be performed than is necessary to restore the dike or irrigation or drainage ditch to its original design specifications.

(h) The repair or replacement of existing functional pipes or culverts the purpose of which is the discharge or conveyance of stormwater. In all cases, the invert elevation, the diameter, and the length of the culvert shall not be changed. However, the material used for the culvert may be different from the original.

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways where such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.

(j) The construction and maintenance of swales.

(k) The installation of aids to navigation and buoys associated with such aids, provided the devices are marked pursuant to s. [327.40](#).

(l) The replacement or repair of existing open-trestle foot bridges and vehicular bridges that are 100 feet or less in length and two lanes or less in width, provided that no more dredging or filling of submerged lands is performed other than that which is necessary to replace or repair pilings and that the structure to be replaced or repaired is the same length, the same configuration, and in the same location as the original bridge. No debris from the original bridge shall be allowed to remain in the waters of the state.

(m) The installation of subaqueous transmission and distribution lines laid on, or embedded in, the bottoms of waters in the state, except in Class I and Class II waters and aquatic preserves, provided no dredging or filling is necessary.

(n) The replacement or repair of subaqueous transmission and distribution lines laid on, or embedded in, the bottoms of waters of the state.

(o) The construction of private seawalls in wetlands or other surface waters where such construction is between and adjoins at both ends existing seawalls; follows a continuous and uniform seawall construction line with the existing seawalls; is no more than 150 feet in length; and does not violate existing water quality standards, impede navigation, or affect flood control. However, in estuaries and lagoons the construction of vertical seawalls is limited to the circumstances and purposes stated in s. [373.414\(5\)\(b\)1.-4](#). This paragraph does not affect the permitting requirements of chapter 161, and department rules must clearly indicate that this exception does not constitute an exception from the permitting requirements of chapter 161.

(p) The restoration of existing insect control impoundment dikes which are less than 100 feet in length. Such impoundments shall be connected to tidally influenced waters for 6 months each year beginning September 1 and ending February 28 if feasible or operated in accordance with an impoundment management plan approved by the department. A dike restoration may involve no more dredging than is necessary to restore the dike to its original design specifications. For the purposes of

this paragraph, restoration does not include maintenance of impoundment dikes or operating insect control impoundments.

(q) The construction, operation, or maintenance of stormwater management facilities which are designed to serve single-family residential projects, including duplexes, triplexes, and quadruplexes, if they are less than 10 acres total land and have less than 2 acres of impervious surface and if the facilities:

1. Comply with all regulations or ordinances applicable to stormwater management and adopted by a city or county;
2. Are not part of a larger common plan of development or sale; and
3. Discharge into a stormwater discharge facility exempted or permitted by the department under this chapter which has sufficient capacity and treatment capability as specified in this chapter and is owned, maintained, or operated by a city, county, special district with drainage responsibility, or water management district; however, this exemption does not authorize discharge to a facility without the facility owner's prior written consent.

(r) The removal of aquatic plants, the removal of tussocks, the associated replanting of indigenous aquatic plants, and the associated removal from lakes of organic detrital material when such planting or removal is performed and authorized by permit or exemption granted under s. [369.20](#) or s. [369.25](#), provided that:

1. Organic detrital material that exists on the surface of natural mineral substrate shall be allowed to be removed to a depth of 3 feet or to the natural mineral substrate, whichever is less;
2. All material removed pursuant to this paragraph shall be deposited in an upland site in a manner that will prevent the reintroduction of the material into waters in the state except when spoil material is permitted to be used to create wildlife islands in freshwater bodies of the state when a governmental entity is permitted pursuant to s. [369.20](#) to create such islands as a part of a restoration or enhancement project;
3. All activities are performed in a manner consistent with state water quality standards; and
4. No activities under this exemption are conducted in wetland areas, as defined in s. [373.019\(27\)](#), which are supported by a natural soil as shown in applicable United States Department of Agriculture county soil surveys, except when a governmental entity is permitted pursuant to s. [369.20](#) to conduct such activities as a part of a restoration or enhancement project.

The department may not adopt implementing rules for this paragraph, notwithstanding any other provision of law.

(s) The construction, installation, operation, or maintenance of floating vessel platforms or floating boat lifts, provided that such structures:

1. Float at all times in the water for the sole purpose of supporting a vessel so that the vessel is out of the water when not in use;
2. Are wholly contained within a boat slip previously permitted under ss. [403.91-403.929](#), 1984 Supplement to the Florida Statutes 1983, as amended, or part IV of chapter 373, or do not exceed a combined total of 500 square feet, or 200 square feet in an Outstanding Florida Water, when associated with a dock that is exempt under this subsection or associated with a permitted dock with no defined boat slip or attached to a bulkhead on a parcel of land where there is no other docking structure;
3. Are not used for any commercial purpose or for mooring vessels that remain in the water when not in use, and do not substantially impede the flow of water, create a navigational hazard, or unreasonably infringe upon the riparian rights of adjacent property owners, as defined in s. [253.141](#);

4. Are constructed and used so as to minimize adverse impacts to submerged lands, wetlands, shellfish areas, aquatic plant and animal species, and other biological communities, including locating such structures in areas where seagrasses are least dense adjacent to the dock or bulkhead; and
5. Are not constructed in areas specifically prohibited for boat mooring under conditions of a permit issued in accordance with ss. 403.91-403.929, 1984 Supplement to the Florida Statutes 1983, as amended, or part IV of chapter 373, or other form of authorization issued by a local government.

Structures that qualify for this exemption are relieved from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund and, with the exception of those structures attached to a bulkhead on a parcel of land where there is no docking structure, shall not be subject to any more stringent permitting requirements, registration requirements, or other regulation by any local government. Local governments may require either permitting or one-time registration of floating vessel platforms to be attached to a bulkhead on a parcel of land where there is no other docking structure as necessary to ensure compliance with local ordinances, codes, or regulations. Local governments may require either permitting or one-time registration of all other floating vessel platforms as necessary to ensure compliance with the exemption criteria in this section; to ensure compliance with local ordinances, codes, or regulations relating to building or zoning, which are no more stringent than the exemption criteria in this section or address subjects other than subjects addressed by the exemption criteria in this section; and to ensure proper installation, maintenance, and precautionary or evacuation action following a tropical storm or hurricane watch of a floating vessel platform or floating boat lift that is proposed to be attached to a bulkhead or parcel of land where there is no other docking structure. The exemption provided in this paragraph shall be in addition to the exemption provided in paragraph (b). The department shall adopt a general permit by rule for the construction, installation, operation, or maintenance of those floating vessel platforms or floating boat lifts that do not qualify for the exemption provided in this paragraph but do not cause significant adverse impacts to occur individually or cumulatively. The issuance of such general permit shall also constitute permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund. No local government shall impose a more stringent regulation, permitting requirement, registration requirement, or other regulation covered by such general permit. Local governments may require either permitting or one-time registration of floating vessel platforms as necessary to ensure compliance with the general permit in this section; to ensure compliance with local ordinances, codes, or regulations relating to building or zoning that are no more stringent than the general permit in this section; and to ensure proper installation and maintenance of a floating vessel platform or floating boat lift that is proposed to be attached to a bulkhead or parcel of land where there is no other docking structure.

(t) The repair, stabilization, or paving of existing county maintained roads and the repair or replacement of bridges that are part of the roadway, within the Northwest Florida Water Management District and the Suwannee River Water Management District, provided:

1. The road and associated bridge were in existence and in use as a public road or bridge, and were maintained by the county as a public road or bridge on or before January 1, 2002;
2. The construction activity does not realign the road or expand the number of existing traffic lanes of the existing road; however, the work may include the provision of safety shoulders, clearance of vegetation, and other work reasonably necessary to repair, stabilize, pave, or repave the road, provided that the work is constructed by generally accepted engineering standards;

3. The construction activity does not expand the existing width of an existing vehicular bridge in excess of that reasonably necessary to properly connect the bridge with the road being repaired, stabilized, paved, or repaved to safely accommodate the traffic expected on the road, which may include expanding the width of the bridge to match the existing connected road. However, no debris from the original bridge shall be allowed to remain in waters of the state, including wetlands;
4. Best management practices for erosion control shall be employed as necessary to prevent water quality violations;
5. Roadside swales or other effective means of stormwater treatment must be incorporated as part of the project;
6. No more dredging or filling of wetlands or water of the state is performed than that which is reasonably necessary to repair, stabilize, pave, or repave the road or to repair or replace the bridge, in accordance with generally accepted engineering standards; and
7. Notice of intent to use the exemption is provided to the department, if the work is to be performed within the Northwest Florida Water Management District, or to the Suwannee River Water Management District, if the work is to be performed within the Suwannee River Water Management District, 30 days prior to performing any work under the exemption.

Within 30 days after this act becomes a law, the department shall initiate rulemaking to adopt a no fee general permit for the repair, stabilization, or paving of existing roads that are maintained by the county and the repair or replacement of bridges that are part of the roadway where such activities do not cause significant adverse impacts to occur individually or cumulatively. The general permit shall apply statewide and, with no additional rulemaking required, apply to qualified projects reviewed by the Suwannee River Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District, and the South Florida Water Management District under the division of responsibilities contained in the operating agreements applicable to part IV of chapter 373. Upon adoption, this general permit shall, pursuant to the provisions of subsection (2), supersede and replace the exemption in this paragraph.

(u) Notwithstanding any provision to the contrary in this subsection, a permit or other authorization under chapter 253, chapter 369, chapter 373, or this chapter is not required for an individual residential property owner for the removal of organic detrital material from freshwater rivers or lakes that have a natural sand or rocky substrate and that are not Aquatic Preserves or for the associated removal and replanting of aquatic vegetation for the purpose of environmental enhancement, providing that:

1. No activities under this exemption are conducted in wetland areas, as defined in s. 373.019(27), which are supported by a natural soil as shown in applicable United States Department of Agriculture county soil surveys.
2. No filling or peat mining is allowed.
3. No removal of native wetland trees, including, but not limited to, ash, bay, cypress, gum, maple, or tupelo, occurs.
4. When removing organic detrital material, no portion of the underlying natural mineral substrate or rocky substrate is removed.
5. Organic detrital material and plant material removed is deposited in an upland site in a manner that will not cause water quality violations.
6. All activities are conducted in such a manner, and with appropriate turbidity controls, so as to prevent any water quality violations outside the immediate work area.

7. Replanting with a variety of aquatic plants native to the state shall occur in a minimum of 25 percent of the preexisting vegetated areas where organic detrital material is removed, except for areas where the material is removed to bare rocky substrate; however, an area may be maintained clear of vegetation as an access corridor. The access corridor width may not exceed 50 percent of the property owner's frontage or 50 feet, whichever is less, and may be a sufficient length waterward to create a corridor to allow access for a boat or swimmer to reach open water. Replanting must be at a minimum density of 2 feet on center and be completed within 90 days after removal of existing aquatic vegetation, except that under dewatered conditions replanting must be completed within 90 days after reflooding. The area to be replanted must extend waterward from the ordinary high water line to a point where normal water depth would be 3 feet or the preexisting vegetation line, whichever is less. Individuals are required to make a reasonable effort to maintain planting density for a period of 6 months after replanting is complete, and the plants, including naturally recruited native aquatic plants, must be allowed to expand and fill in the revegetation area. Native aquatic plants to be used for revegetation must be salvaged from the enhancement project site or obtained from an aquatic plant nursery regulated by the Department of Agriculture and Consumer Services. Plants that are not native to the state may not be used for replanting.

8. No activity occurs any farther than 100 feet waterward of the ordinary high water line, and all activities must be designed and conducted in a manner that will not unreasonably restrict or infringe upon the riparian rights of adjacent upland riparian owners.

9. The person seeking this exemption notifies the applicable department district office in writing at least 30 days before commencing work and allows the department to conduct a preconstruction site inspection. Notice must include an organic-detrital-material removal and disposal plan and, if applicable, a vegetation-removal and revegetation plan.

10. The department is provided written certification of compliance with the terms and conditions of this paragraph within 30 days after completion of any activity occurring under this exemption.

(v) Notwithstanding any other provision in this chapter, chapter 373, or chapter 161, a permit or other authorization is not required for the following exploratory activities associated with beach restoration and nourishment projects and inlet management activities:

1. The collection of geotechnical, geophysical, and cultural resource data, including surveys, mapping, acoustic soundings, benthic and other biologic sampling, and coring.

2. Oceanographic instrument deployment, including temporary installation on the seabed of coastal and oceanographic data collection equipment.

3. Incidental excavation associated with any of the activities listed under subparagraph 1. or subparagraph 2.

(2) The provisions of subsection (1) are superseded by general permits established pursuant to ss. 373.118 and 403.814 which include the same activities. Until such time as general permits are established, or should general permits be suspended or repealed, the exemptions under subsection (1) shall remain or shall be reestablished in full force and effect.

(3) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for maintenance dredging conducted under this section by the seaports of Jacksonville, Port Canaveral, Fort Pierce, Palm Beach, Port Everglades, Miami, Port Manatee, St. Petersburg, Tampa, Port St. Joe, Panama City, Pensacola, Key West, and Fernandina or by inland navigation districts if the dredging to be performed is no more than is necessary to restore previously dredged areas to original design specifications or configurations, previously

undisturbed natural areas are not significantly impacted, and the work conducted does not violate the protections for manatees under s. 379.2431(2)(d). In addition:

(a) A mixing zone for turbidity is granted within a 150-meter radius from the point of dredging while dredging is ongoing, except that the mixing zone may not extend into areas supporting wetland communities, submerged aquatic vegetation, or hardbottom communities.

(b) The discharge of the return water from the site used for the disposal of dredged material shall be allowed only if such discharge does not result in a violation of water quality standards in the receiving waters. The return-water discharge into receiving waters shall be granted a mixing zone for turbidity within a 150-meter radius from the point of discharge into the receiving waters during and immediately after the dredging, except that the mixing zone may not extend into areas supporting wetland communities, submerged aquatic vegetation, or hardbottom communities. Ditches, pipes, and similar types of linear conveyances may not be considered receiving waters for the purposes of this paragraph.

(c) The state may not exact a charge for material that this subsection allows a public port or an inland navigation district to remove. In addition, consent to use any sovereignty submerged lands pursuant to this section is hereby granted.

(d) The use of flocculants at the site used for disposal of the dredged material is allowed if the use, including supporting documentation, is coordinated in advance with the department and the department has determined that the use is not harmful to water resources.

(e) The spoil material from maintenance dredging may be deposited in a self-contained, upland disposal site. The site is not required to be permitted if:

1. The site exists as of January 1, 2011;
2. A professional engineer certifies that the site has been designed in accordance with generally accepted engineering standards for such disposal sites;
3. The site has adequate capacity to receive and retain the dredged material; and
4. The site has operating and maintenance procedures established that allow for discharge of return flow of water and to prevent the escape of the spoil material into the waters of the state.

(f) The department must be notified at least 30 days before the commencement of maintenance dredging. The notice shall include, if applicable, the professional engineer certification required by paragraph (e).

(g) This subsection does not prohibit maintenance dredging of areas where the loss of original design function and constructed configuration has been caused by a storm event, provided that the dredging is performed as soon as practical after the storm event. Maintenance dredging that commences within 3 years after the storm event shall be presumed to satisfy this provision. If more than 3 years are needed to commence the maintenance dredging after the storm event, a request for a specific time extension to perform the maintenance dredging shall be submitted to the department, prior to the end of the 3-year period, accompanied by a statement, including supporting documentation, demonstrating that contractors are not available or that additional time is needed to obtain authorization for the maintenance dredging from the United States Army Corps of Engineers.

History.—s. 7, ch. 75-22; s. 143, ch. 77-104; s. 4, ch. 78-98; s. 1, ch. 78-146; s. 86, ch. 79-65; s. 1, ch. 80-44; s. 8, ch. 80-66; s. 3, ch. 82-80; s. 6, ch. 82-185; s. 65, ch. 83-218; s. 69, ch. 83-310; s. 43, ch. 84-338; s. 39, ch. 85-55; s. 12, ch. 86-138; s. 44, ch. 86-186; ss. 1, 3, ch. 89-324; s. 4, ch. 96-238; s. 3, ch. 97-22; s. 3, ch. 98-131; s. 163, ch. 99-8; s. 1, ch. 2000-145; s. 1, ch. 2002-164; s. 4, ch. 2002-253; s. 1, ch. 2004-16; s. 46, ch. 2006-1; s. 12, ch. 2006-220; s. 8, ch. 2006-309; s. 4, ch. 2008-40; s. 202, ch. 2008-247; s. 52, ch. 2009-21; s. 5, ch. 2010-201; s. 3, ch. 2010-208; s. 8, ch. 2011-164; s. 4, ch. 2012-65; s. 6, ch. 2012-150; s. 21, ch. 2013-92.

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Environmental Permits



PROTECTION OF WATER RESOURCES

Much of Florida's distinctive character lies in the beauty of its natural features, especially its coastlines. This natural beauty has always been one of Florida's major attractions for both tourists and residents. Ironically, the very features that draw people to Florida are potentially endangered by the increased population pressures. To protect these distinctive natural features for the enjoyment of future generations, the Florida Legislature has enacted laws to regulate activities which may potentially pollute or destroy environmentally sensitive lands and waters. Laws and regulations have also been enacted to protect wetlands, seagrasses, mangroves, and endangered species such as manatees and sea turtles.

Generally, any activity conducted in, on, or over the surface waters of the State of Florida will require a permit from the Florida Department of Environmental Protection and/or the State Water Management District. Such activities generally are also regulated by the counties and municipalities within the State.

Unless expressly exempted from permitting requirements, it is unlawful to conduct an activity, in, on or over surface waters, such as the construction of a dock, without first obtaining the required permit from the appropriate governmental agency. Any activity conducted without a required permit is considered a "public nuisance" and may be required to be removed.

State and local governmental regulations provide specific criteria intended to protect waters and other natural resources which must be met before a permit will be issued. Such regulations may affect the location, size,

configuration, and manner of construction of such activities as single-family docks, single-family dredge and fill, and shoreline stabilization (e.g., seawalls, bulkheads, and rip-rap).

In particular, for example, in order to obtain an Environmental Resource Permit from the State of Florida, an applicant will be required to demonstrate that the proposed activity will (1) not adversely affect public health, safety and welfare of the property of others; (2) not adversely affect fish and wildlife; (3) not impair navigation or surface water flows; (4) not adversely affect nearby fishing or recreational uses; and (5) not increase the potential for flooding or discharge of pollutants.



SPECIAL WATERS

Certain water bodies are provided with special heightened protection as a result of outstanding natural attributes. In order to conduct activities within these waters, classified as "Outstanding Florida Waters", additional standards must be satisfied. In particular, it must be demonstrated that the proposed activity will not result in a lowering of existing water quality, and that the proposed activity is "clearly in the public interest".

Frequently, in order to demonstrate that a proposed activity is clearly in the public interest, a permit applicant will place the remaining wetlands upon the applicant's property within a "Conservation Easement", intended to preserve said wetlands in an undisturbed state in perpetuity.

Certain Outstanding Florida Waters are of such exceptional beauty and ecological significance that the Florida Legislature has designated such waters as "Aquatic Preserves". The management objectives for the Aquatic Preserves are to maintain and improve existing resources such as seagrasses, mangroves, aquatic plants, birds and fish. In practice, construction activities within Aquatic Preserves are regulated even more severely than those activities within Outstanding Florida Waters. Aquatic preserve regulations pertaining to the construction of a single-family boat dock, for example, require water depths which would provide at least one foot clearance between the top of seagrasses in the vicinity of the proposed dock, and the lowest portion of the boat to be moored said dock.

Most of the bay waters in Sarasota and Manatee Counties are classified as "Outstanding Florida Waters", including the intracoastal waterway in Venice, Anna Maria Sound, Passage Key Inlet, Perico Bay, Palma Sola Bay, Longboat Pass, Sarasota Bay, New Pass, Big Sarasota Pass, Roberts Bay, Little Sarasota Bay, Dryman Bay, Blackburn Bay, Lyons Bay, Venice Inlet, and Dona Bay. Typically, neither natural nor artificial tributaries to such water bodies have been designated as "Outstanding Florida Waters".

The waters of Lemon Bay in Sarasota and Charlotte Counties, have been designated as an "Aquatic Preserve". Such waters include Placida Harbor, Gasparilla Pass, Kettle Harbor, Bocilla Lagoon, Bocilla Pass, Knight Pass, Stump Pass, Lemon Bay, and certain portions of Buck Creek, Oyster Creek, Ainger Creek, and Godfrey Creek.



DREDGE AND FILL PERMITTING

The Florida Department of Environmental Protection ("DEP") regulates dredging and filling in wetlands and other surface waters in order to protect the environment. Most residential dredging and filling by waterfront property owners will require a permit from the DEP. If the proposed activities are located on State-owned submerged lands, written authorization to use these lands may also be required from the DEP. Both the permit and authorization, if required, must be obtained prior to construction.

What is Filling?

The term "filling" includes the placement or depositing of any material that is placed in wetlands or other surface waters. Dirt, sand, gravel, rocks, shell, pilings, and concrete are all considered fill if placed in wetlands.

What is Dredging?

The term "dredging" refers to any type of excavation conducted in wetlands or other surface waters. Dredging includes digging, pulling up vegetation by the roots, leaving vehicular ruts, or any other activity that disturbs the soil.

What types of projects involve dredging and filling?

The following types of projects when proposed by single-family waterfront property owners and located in wetlands or surface waters, generally require permits from the DEP:

- Filling for a house pad, septic tank drainfield, driveway, lawn, etc.
- Removing trees or other vegetation by pulling out the root ball
- Installing a fence
- Placing sand along the edge of a waterbody for a beach
- Construction of a boat dock
- Placing materials along a shoreline to create a seawall or rip-rap
- Dredging in a waterway to provide new boating access
- Dredging in a wetland to create a pond
- Dredging a ditch to drain property

A number of dredge and fill activities are exempt from DEP permitting including:

- Installation and repair of mooring pilings at private docks
- Installation of private docks of 1000 square feet or less of surface area over waters, 500 square feet or less when conducted in an Outstanding Florida Water
- Maintenance dredging of existing man-made canals and channels
- Construction of seawalls or rip-rap in man-made waterways
- Construction of docks in man-made waterways
- Replacement or repair of existing docks

What kind of permit is needed for dredging and filling?

Any activity which is not exempt from permitting activities will require an Environmental Resource Permit from the DEP. Depending upon the magnitude of the proposed activity, a Standard Permit, General Permit, or a Noticed General Permit may be required. The provisions of Chapter 62, Florida Administrative Code must be consulted to determine what type of permit will be required.

What other agencies regulate dredging and filling?

Dredging and filling is also regulated by the U.S. Army Corps of Engineers, the Florida Water Management Districts, Counties and Municipalities. Each jurisdiction should be consulted to determine the specific requirements concerning a proposed project.

Source: "Single-Family Dredge and Fill and the Department of Environmental Protection". FDEP



SINGLE-FAMILY DOCK PERMITTING

The Florida Department of Environmental Protection ("DEP") regulates the construction of docks in order to protect habitat and water quality associated with the State's surface waterbodies. Such construction is also regulated in an effort to manage the use of state-owned submerged lands. Therefore, prior to construction, generally a permit will need to be obtained from the DEP for the construction of a dock and the use of sovereign lands. Some docks may be exempt from permitting requirements where, due to their size and location, the docks can be expected to have minimal environmental impacts. A Consent of Use may be required to construct an exempt dock on State Lands.

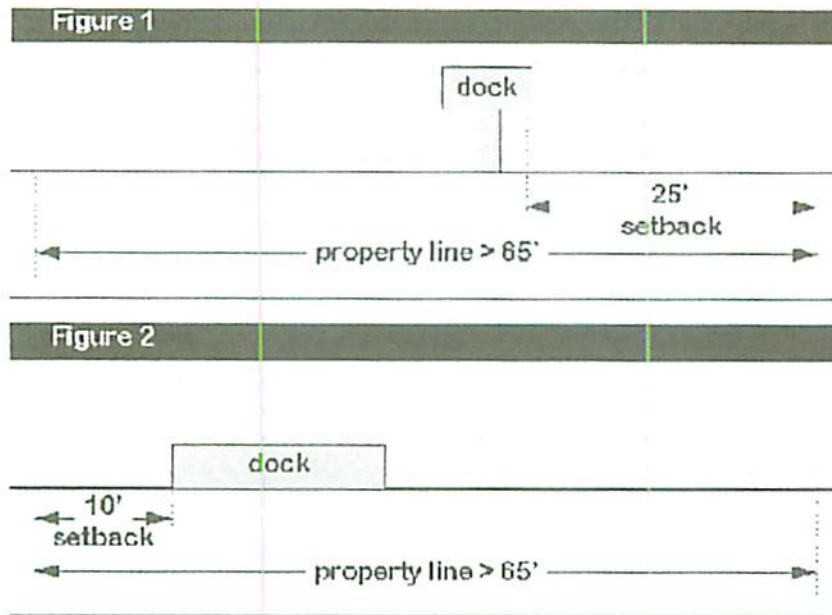
Permits for the construction of single family docks may also be required by the U.S. Army Corps of Engineers and the county or municipalities. Such additional jurisdictions may impose more stringent requirements than the State DEP, particularly when impacts to manatees and/or seagrasses are involved. If a permit is requested in an area frequented by manatees and where seagrass is present, U.S. Army Corps of Engineers permits may be denied in the absence of a local manatee protection plan.

Local regulations may impose restrictions on vessel length and vessel draft, particularly in artificially created waterways where such limitations are necessary to maintain safe navigation.

What docks do not need a permit or other authorization from the DEP?

1. A private dock in an artificially created waterway where:
 - the construction will not violate water quality standards
 - the dock will not impede navigation
 - the dock will not affect flood control
2. Repairing or replacing existing docks or mooring pilings that:
 - are not part of an aquatic preserve or manatee sanctuary
 - are still functional or only recently damaged
 - are in the same location, configuration, and dimensions as the existing structure
 - are built without fill other than the pilings
3. A single-family dock that meets the following criteria:
 - not part of an aquatic preserve or manatee sanctuary
 - 500 square feet or less if located in "Outstanding Florida Waters"
 - 1,000 square feet or less if not located in "Outstanding Florida Waters"
 - structures built on the dock such as gazebos and boat shelters and are not enclosed with walls and doors, are not used as living quarters or for the storage of materials other than recreational supplies
 - used only for recreational, noncommercial activities
 - there is no dredging or filling except for that necessary to install pilings
 - the dock and pilings do not impede the flow of water or navigation
 - only one dock per lot and no more than one dock per single family home
 - if the length of the shoreline is 65 feet or more:

- docks with access walkways must be set back at least 25 feet from the property lines (see figure 1)
- docks without access walkways (marginal docks) must be set back at least 10 feet from the property lines (see figure 2)
- if the shoreline length is less than 65 feet, the dock should be centered between property lines



What is required to obtain a Consent of Use to build a dock on State Lands?

- the dock must extend only far enough to reach a maximum water depth of 4 feet below mean low water, 20% of the width of the waterbody, or 500 feet, whichever is less
- if there is a bulkhead along the shoreline and the water depth at that point is already 4 feet below mean low water, the dock must not extend more than 25 feet beyond the bulkhead
- the access walkway of the dock must not be more than 4 feet wide
- the terminal platform must be no larger than 160 square feet
- if the dock is over seagrasses, the boards used to construct the surface of the dock must be no more than 8 inches wide and are spaced at least 1/2 inch apart
- any part of the dock located over seagrasses must be elevated 5 feet above the mean high water line
- if the dock is located within an Aquatic Preserve, there must be at least 1 foot clearance (at mean low water) between the top of seagrasses and the bottom of the deepest part of the proposed boat or motor in the area to be used for boat mooring, turning, or access to deep water

Source: "Single-Family Dock Construction and the Florida Department of Environmental Protection", FDEP



SHORELINE STABILIZATION PERMITTING

The Department of Environmental Protection ("DEP") regulates the construction of seawalls, rip-rap, and other shoreline stabilization structures in order to protect the quality of Florida's surface waters, to protect the beach and dune system, and to protect upland property along the shoreline. Certain types of shoreline stabilization

structures, because of their size, location, or proximity to other stabilization structures, can be expected to have minimal environmental impacts, and as a result, are exempt from State permitting requirements. A Consent of Use may be required to construct exempt structures on State Lands.

What shoreline stabilization structures are exempt from DEP permitting?

1. A private seawall or rip-rap in an artificially created waterway, where the proposed work:
 - does not violate state water quality standards
 - does not impede navigation
 - does not affect flood control
 - includes only that backfilling needed to level the land behind the seawall
 - does not involve a vertical seawall unless the proposed wall is within an existing man-made canal where legal vertical seawalls already exist along the shoreline of the canal
2. Restoration of an existing seawall or rip-rap that meets all the following criteria:
 - the existing wall is still functional (no breaks which allow water to flow through the seawall) or only recently damaged
 - the new wall is constructed at its previous location, upland of its previous location, or within one foot waterward of its previous location
 - the new wall involves no filling except for that used in the actual restoration of the seawall or rip-rap
 - the existing wall is not located in an Aquatic Preserve or manatee sanctuary
 - the new wall is not located waterward of the coastal construction control line
3. A private seawall or rip-rap which is not located on State-owned submerged lands and meets all of the following conditions:
 - the new wall is built between existing, legal seawalls or rip-rap and connects them at both ends in a continuous and uniform construction line which "closes the gap"
 - the new wall is not more than 150 feet in length
 - the new wall is not a vertical seawall
 - the new wall is not located seaward of the coastal construction control line
 - the work or materials do not cause violations of state water quality standards
 - the new wall will not impede navigation
 - the new wall will not affect flood control

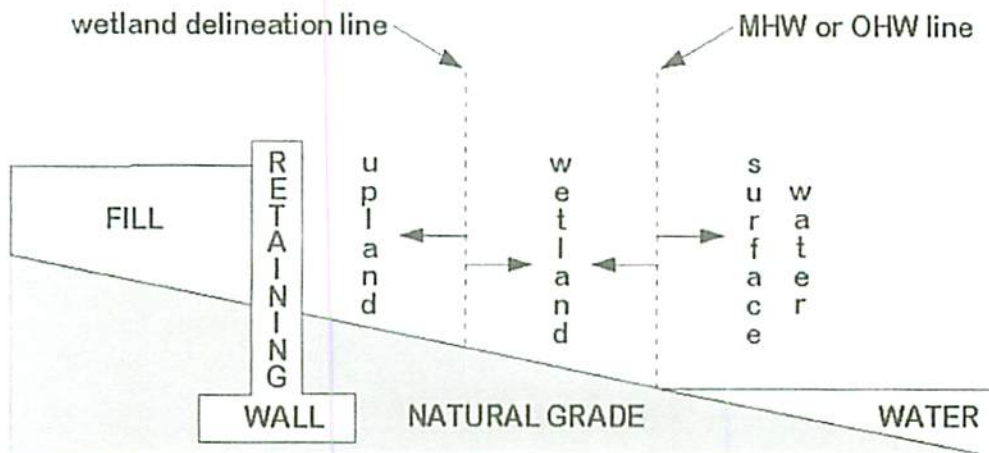
What must be shown to construct a shoreline stabilization structure on State Lands?

- There must be an adequate demonstration of significant erosion at the subject site
- There are not viable alternatives to protect the uplands
- The project design includes rip-rap or non-structural shoreline stabilization (such as planting vegetation) if practicable

What are the alternatives to vertical seawalls?

- **RETAINING WALLS** are identical to seawalls, but all portions of the wall are in the uplands. A retaining wall may be built without a permit from the DEP if all activities (dredging, filling, slope grading, or equipment access) are confined to the uplands (see Figure 1) and the wall is located landward of the coastal construction control line.

Figure 1: Cross-section of retaining wall



- **VEGETATION** is a natural and inexpensive way to stabilize a shoreline. It can be used alone or in combination with other methods. Vegetation may be planted directly into the soil or with a fiber mat added for stability. Planting of native vegetation may not require a permit or Consent of Use.
- **RIP-RAP**, which consists of loose boulders, rocks, or clean concrete rubble, can be placed along the water's edge to stabilize the shoreline and disperse the energy of the waves.

Source: "Shoreline Stabilization and the Department of Environmental Protection". FDEP



IMPORTANT TERMS

[\[See also the Glossary\]](#)

CONSERVATION EASEMENT-- A perpetual, undivided interest in property which may be created or stated in the form of a restriction, easement, or condition in any deed, will, or other instrument executed by or on behalf of the owner of property, used to retain land or water areas predominantly in their natural, scenic, open, or wooded condition. The specific purpose of a Conservation Easement is to retain land or water areas as suitable habitat for fish, plants, or wildlife. Among the uses of lands or water prohibited within a Conservation Easement are: construction or placing of buildings or other structures on or above the ground; removal or destruction of trees or other vegetation; excavation or dredging; activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

MEAN HIGH WATER LINE-- The boundary line along navigable waters between submerged lands including the foreshore, owned by the State in its sovereign capacity, and uplands subject to private ownership.

RIPARIAN RIGHTS-- Those rights incident to the ownership of lands bordering upon navigable waters. They are rights of ingress, egress, boating, bathing, fishing, and the right to an unobstructed view of the channel. Riparian rights also include the right to accretions to riparian lands. Subject to reasonable governmental restrictions, riparian rights also include the right to build a dock to access navigable waters.

It is a common misconception that riparian rights apply to all waters. Under Florida Law, however, only lands bordering waters which were navigable at the time of Florida's statehood on March 3, 1845 are benefitted by riparian rights. Such rights do not apply to artificially erected waterbodies. While generally, riparian rights

lines typically are drawn from the extension of the upland property lines, for shorelines that do not run at right angles to the property lines, the riparian rights lines are apportioned between the owners along the shoreline.

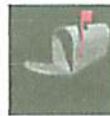
STATE-OWNED, SOVEREIGNTY SUBMERGED LANDS— Lands beneath navigable waters below the mean high water line, title to which was vested in the State of Florida upon its statehood in 1845, and which have not subsequently been conveyed to private ownership.

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Sec. 47-19.3. - Boat slips, docks, boat davits, hoists and similar mooring structures.

- (a) The following words when used in this section shall, for the purposes of this section, have the following meaning:
- (1) *Mooring device* means a subset of mooring structures as defined herein including boat davits, hoists, boat lifts and similar devices that are erected on or adjacent to a seawall or dock and upon which a vessel can be moored. A mooring device does not include docks, slips, seawall or mooring pile.
 - (2) *Mooring structure* means a dock, slip, seawall, boat davit, hoist, boat lift, mooring pile or a similar structure attached to land more or less permanently to which a vessel can be moored.
 - (3) *NGVD 29* or the National Geodetic Vertical Datum of 1929 means the vertical control datum established for vertical control surveying in the United States of America by the General Adjustment of 1929. The datum is used to measure elevation or altitude above, and depression or depth below, mean sea level (MSL).
 - (4) *NAVD88* or the North American Vertical Datum means the vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.
 - (5) *Seawall* means vertical or near vertical structures placed between an upland area and a waterway. For the purposes of Section 47-19.3(f), rip rap is not considered a seawall.
 - (6) *Rip rap* means a foundation of unconsolidated boulders, stone, concrete or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.
- (b) Boat davits, hoists and similar mooring devices may be erected on a seawall or dock subject to the following limitations on the number and location as follows:
- (1) Except as provided herein, only one (1) mooring device per the first one hundred (100) feet of lot width or portion thereof, and one mooring device for each additional one hundred (100) feet of lot width. A second mooring device may be permitted within the lot area greater than one hundred (100) feet but less than two hundred (200) feet if approved as a Site Plan Level II permit, subject to the following criteria:

- a. The location of the proposed mooring device will not interfere with the view from adjacent properties to a degree greater than the intrusion already permitted as a result of the berthing of a vessel at applicant's property within the setback and extension limitations provided in the Code.
- b. The type of mooring device is the least intrusive and most compatible with the view from the waterway.
- c. No conflict with a neighboring property owner's usage of the waterway will be created as a result of the additional mooring device.

Pursuant to Site Plan Level II review, the development review committee ("DRC") shall determine whether the proposed additional mooring device meets the criteria based on its location and the relationship of applicant's property to abutting properties with regard to height, angle of view of the device from abutting properties and the height, width and length of the mooring device proposed.

Approval of a Site Plan Level II development permit for an additional mooring device shall not be final until thirty (30) days after preliminary DRC approval and then only if no motion is approved by the City Commission seeking to review the application pursuant to the process provided in Section 47-26. The denial of an application for an additional mooring device may be appealed to the City Commission in accordance with the provisions of Section 47-26.

- (2) In addition to the mooring device described in paragraph (b)(1) of this section, one (1) lift designed and used solely for the lifting of a personal watercraft (PWC) per development site is permitted. For purposes of this subsection (2) a PWC is as defined in F.S. Ch. 327.
- (3) The cross section of the davit, hoist or other mooring device shall not exceed one (1) square foot and have a maximum height of six and one-half (6½) feet above lot grade.
- (4) The lowest appendage of a vessel may not be hoisted greater than one (1) foot above a seawall cap or if no seawall, above the average grade of the upland property and properties abutting either side of the upland property, whichever is less.

- (c) No boat slips, docks, boat davits, hoists, and similar mooring structures not including mooring or dolphin piles or a seawall, may be constructed by any owner of any lot unless a principal building exists on such lot and such lot abuts a waterway. Mooring structures, not including mooring or dolphin piles, shall not extend into the waterway more than twenty-five (25) percent of the width of the waterway or twenty-five (25) feet whichever is less as measured from the property line.
- (d) Mooring or dolphin piles, shall not be permitted to extend more than thirty (30) percent of the width of the waterway, or twenty-five (25) feet beyond the property line, whichever is less.
- (e) The City Commission may waive the limitations of Sections 47-19.3.(c), 47-19.3.(d) and 47-39.A.1.b.(12).(a) and 47-39.A.1.b.(12).(b) under extraordinary circumstances, provided permits from all governmental agencies, as required, are obtained after approval of the City Commission, after a public hearing and notification to property owners within three hundred (300) feet. In no event shall the extension exceed thirty (30) percent of the width of the waterway and no variance may be approved by the Board of Adjustment or other agency permitting an extension beyond the thirty percent (30%) limitation. Reflector tape shall be affixed to and continually maintained on all mooring or dolphin piles authorized under this subsection to extend beyond the limitations provided in subsection (d). The reflector tape must be formulated for marine use and be in one (1) of the following uniform colors: international orange or iridescent silver. On all such piles, the reflector tape shall be at least five (5) inches wide and within eighteen (18) inches of the top of the pile.
- (f) The top surface of a seawall shall have a minimum elevation of 3.9 feet NAVD88 (see table). The elevation of a seawall or dock shall not exceed a maximum of the base flood elevation (BFE) as identified in the corresponding FEMA Flood Insurance Rate Map (FIRM) for the property, except as specifically set forth herein. For properties with a BFE of 4.0 feet NAVD88, the minimum seawall elevation shall meet 3.9 feet NAVD88 and the maximum seawall or dock elevation shall be 5.0 feet NAVD88. For waterfront properties with a habitable finished floor elevation of less than 3.9 feet NAVD88, a seawall may be constructed at less than the stated minimum elevation if a waiver is granted by the City Engineer. For properties within an X zone, the minimum seawall elevation shall meet 3.9 feet NAVD88 and the maximum seawall or dock elevation shall meet the definition of grade as

determined by subsection 47-2.2 (g)(1)(a). The maximum height of related structures attached to a seawall shall not exceed the elevation of the seawall to which the structure is attached. In the event of a conflict between subsection 47-19.5.B.Table 1, Note G: subsection 1.a.ii. and the requirements of this section, this section shall govern. Property owners choosing to construct seawalls at less than 5.0 feet NAVD88 are strongly encouraged to have the foundation designed to accommodate a future seawall height extension up to a minimum elevation of 5.0 feet NAVD88.

Property's FEMA Flood Insurance Rate Map Location	Minimum Allowable Seawall Elevation	Maximum Allowable Seawall or Dock Elevation
In a floodplain with a base flood elevation greater than or equal to 5.0 feet NAVD88	3.9 feet NAVD88	Base flood elevation of the property
In a floodplain with a base flood elevation equal to 4.0 feet NAVD88	3.9 feet NAVD88	5 feet NAVD88
In an X zone, not in a floodplain	3.9 feet NAVD88	Meet the definition of grade as determined by <u>Section 47-2.2(g)(1)(a)</u>

- (1) Seawalls must be designed and built in a substantially impermeable manner to prevent tidal waters from flowing through the seawall while still allowing for the release of hydrostatic pressure from the upland direction.
- (2) Fixed docks may be constructed at an elevation less than the elevation of the seawall to which it is attached but shall not be constructed at an elevation more than ten (10) inches above the seawall's elevation. The dock elevation

may not exceed the maximum elevation as described in subsection (f) of this section. Floating docks shall be allowed and must be permitted and permanently attached to a marginal dock, finger pier, mooring pilings, or seawall.

- (3) Seawall improvements constituting substantial repair at the time of permit application shall meet the minimum elevation and consider the design recommendations (see subsection (f) above) for the continuous seawall for the length of the property. For the purposes of this section, the substantial repair threshold shall mean the following:
 - (i) Any improvement to the seawall of more than fifty percent (50%) of the length of the structure, which for the purposes of this section, shall include both the seawall and cap; or
 - (ii) Any improvement to the seawall which results in an elevation change along more than fifty percent (50%) of the length of the structure.
- (4) All property owners must maintain their seawalls in good repair. A seawall is presumed to be in disrepair if it allows for upland erosion, transfer of material through the seawall or allows tidal waters to flow unimpeded through the seawall to adjacent properties or public right-of-way. Property owners failing to maintain their seawalls may be cited. The owner of the property on which the seawall is constructed is required to initiate a process, including but not limited to hiring a contractor or submitting a building permit, and be able to demonstrate progress toward repairing the cited defect within sixty (60) days of receiving notice from the city and complete the repair within three hundred sixty-five (365) days of citation. If the required repair meets the substantial repair threshold, the property owner shall design, permit, and construct the seawall to meet the minimum elevation requirement and design requirement (see subsection 47-19.3(f)) within three hundred sixty-five (365) days of citation.
- (5) Property owners with seawalls below the minimum elevation, or permeable erosion barriers such as rip rap, or a land/water interface of another nature shall not allow tidal waters entering their property to impact adjacent properties or public rights-of-way. Property owners failing to prevent tidal waters from flowing overland and leaving their property may be cited. The owner of the property is required to initiate a process, including but not

limited to, hiring a contractor or submitting a building permit, and be able to demonstrate progress toward addressing the cited concern within sixty (60) days of receiving notice from the city and complete the proposed remedy within three hundred sixty-five (365) days of citation.

- (g) No boathouse, permanent covering, or temporary covering for a boat shall be permitted within the setback area required for the zoning district in which such shelter is to be located, nor shall any boathouse, permanent covering or temporary covering for a boat, or any other structure not otherwise specifically permitted, be permitted within or cover any public waterway.
- (h) No watercraft shall be docked or anchored adjacent to residential property in such a position that causes it to extend beyond the side setback lines required for principal buildings on such property, as extended into the waterway, or is of such length that when docked or anchored adjacent to such property, the watercraft extends beyond such side setback lines as extended into the waterway. The owner of real property which would be entitled to the density limitation of a maximum of forty (40) units per acre pursuant to the terms for habitation of floating homes or vessels, Section 47-19.6, may apply for an exception to the setback requirements contained herein. An application for such exception shall be heard by the Planning and Zoning Board (board) at a public hearing called for that purpose. After the public hearing, the board shall make a recommendation to the City Commission that the application be granted or denied, or granted subject to conditions. If the board recommends that the application be either granted or granted subject to conditions, the City Clerk shall place the recommendation on the agenda of the City Commission for a public hearing at a regular meeting. The City Commission shall, by resolution, either grant the application, deny the application, or grant the application subject to such conditions as it finds necessary to the health, safety and general welfare of the citizens of the city. In deciding whether to grant or deny the application, the City Commission shall consider the neighborhood within which the applicant's property lies and the effect that the exception to the setbacks would have on the following:
 - (1) The surrounding property.
 - (2) The ability of adjacent property owners to enjoy abutting waterways.

(i)

Waiver of limitations. Property owners of lands located on the Isle of Venice and Hendricks Isle may dock or anchor watercraft adjacent to their respective properties in a manner which extends beyond side setback lines, required by this section as approved by Resolution No. 85-270.

(Ord. No. C-97-19, § 1(47-19.3), 6-18-97; Ord. No. C-04-2, § 4, 1-12-04; Ord. No. C-10-44, § 2, 12-7-10; Ord. No. C-13-18, § 2, 6-4-13; Ord. No. C-16-13, § 1, 6-21-16; Ord. No. C-16-27, § 1, 12-6-16)

Sec. 42-378. - Boat davits, lifts, elevators, ramps floating vessel platforms and floating boat lifts.

In all waterfront residential lots boat davits, lifts, elevators, floating vessel platforms, and floating boat lifts shall not be constructed on nor supported by the seawall cap and:

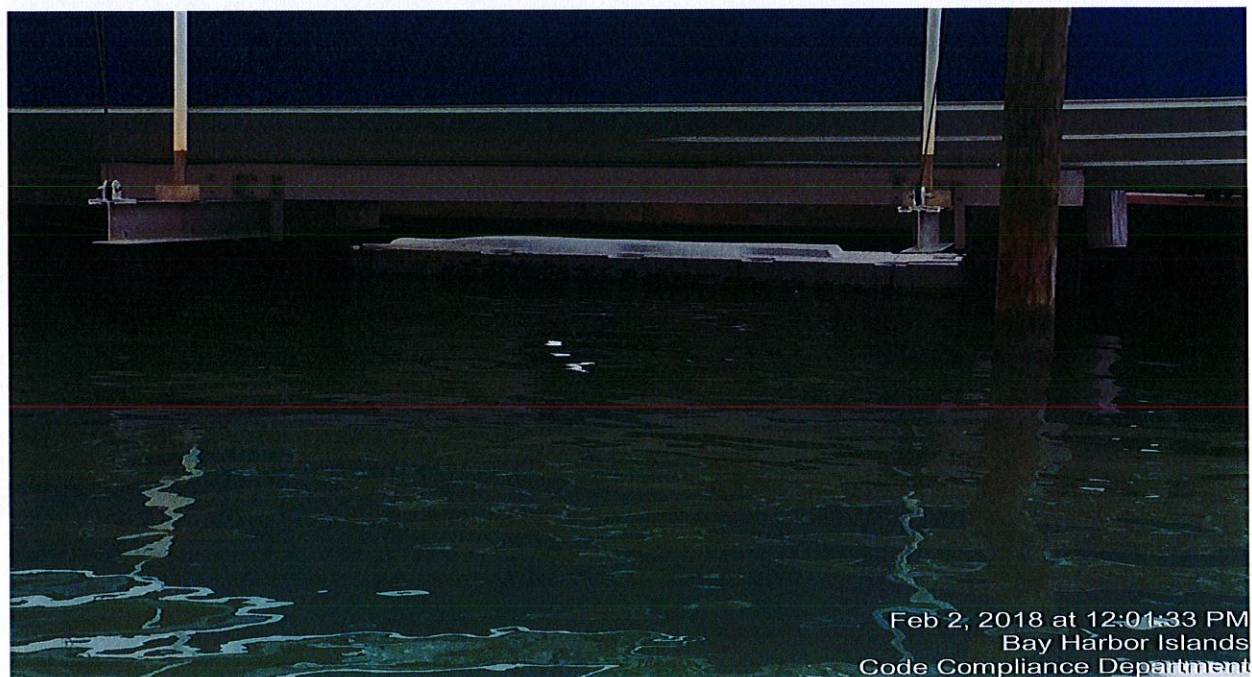
- (1) Boat lifts installed on all canals and waterways of the city which are supported from the landward side of the lift and boat davits shall maintain the residential structure side yard setback from the side property lot line. No boat shall be docked or placed on a lift in such position that it extends beyond the side yard lot line.
- (2) Boat elevators installed in all canals and waterways of the city shall set back a minimum of 25 feet from the side yard lot line. It shall be unlawful to place a boat elevator within 25 feet of the centerline of such waterway or canal nor more than 25 feet from the lot line.
- (3) Boat ramps are not permitted in any residential zone of the city.
- (4) Floating vessel platforms and floating boat lifts shall have the same meaning as set forth in F.S. § 403.813(1)(s). Floating vessel platforms and floating boat lifts shall comply with the residential side setback requirement. No floating vessel platform or floating boat lift shall be placed within 25 feet of the centerline of a waterway or canal, or from the lot line.
- (5) Awnings, roofs, bimini tops, or other similar structures are not permitted on boat davits, lifts, elevators, floating vessel platforms, and floating boat lifts.

(Ord. No. 2016-0942, § 2, 9-12-2016)

Editor's note— Ord. No. 2016-0942, § 2, adopted Sep. 12, 2016, amended § 42-378 in its entirety to read as herein set out. Former § 42-378 pertained to boat davits, lifts, elevators and ramps and derived from Code 1979, ch. 21, § 5.20.



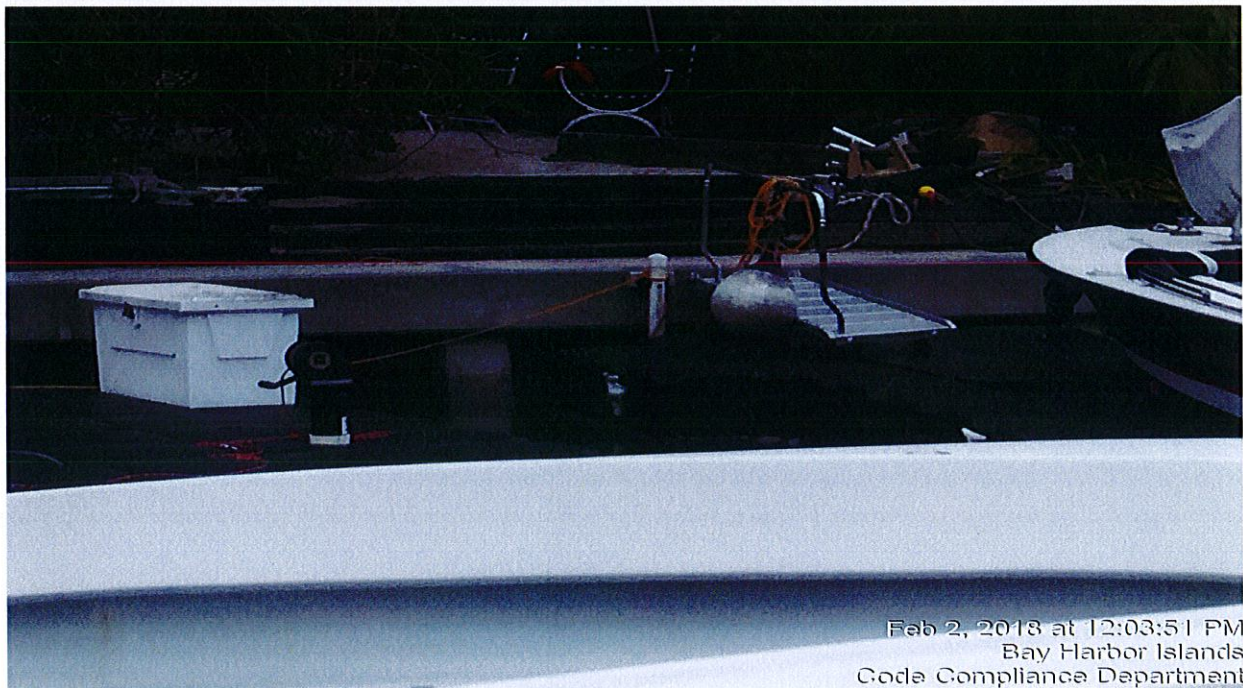
1- 9601 East Broadview Drive- Floating dock attached to the seawall.



2- 9705 East Broadview Drive- Floating dock attached to the seawall.



3- 9721 East Broadview Drive- Floating dock attached to the seawall.



4- 9721 East Broadview Drive – Additional floating dock attached to the seawall.



Feb 2, 2018 at 11:51:36 AM
Bay Harbor Islands
Code Compliance Department

5- 9880 West Bay Harbor Drive- Floating dock



Feb 2, 2018 at 12:11:06 PM
Bay Harbor Islands
Code Compliance Department

6- 9901 East Broadview Drive- Floating dock attached to the seawall.



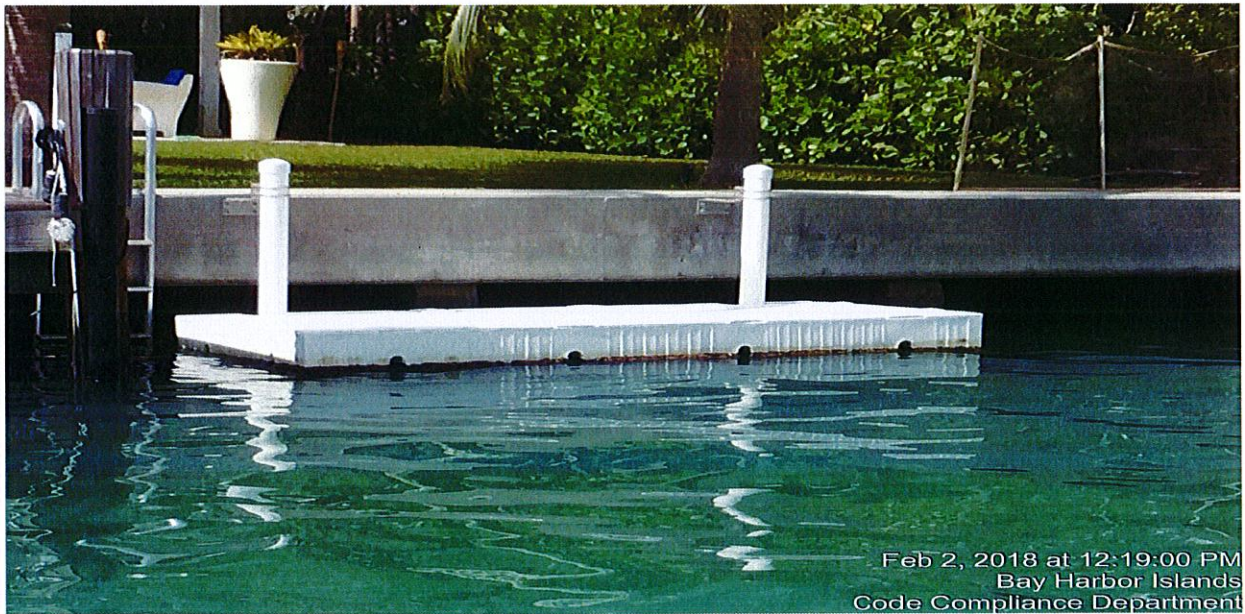
Feb 2, 2018 at 12:29:54 PM
Bay Harbor Islands
Code Compliance Department

7- 10010 West Broadview Drive- Floating dock attached to the seawall.



Feb 2, 2018 at 11:18:52 AM
Code Compliance Department

8- 10141 East Bay Harbor Drive- Floating dock attached to the seawall.



Feb 2, 2018 at 12:19:00 PM
Bay Harbor Islands
Code Compliance Department

9- 10161 East Broadview Drive- Floating dock attached to the seawall.



Feb 5, 2018 at 2:17:28 PM
Code Compliance Department

10- 9160 West Bay Harbor Drive- Floating dock attached to the seawall.



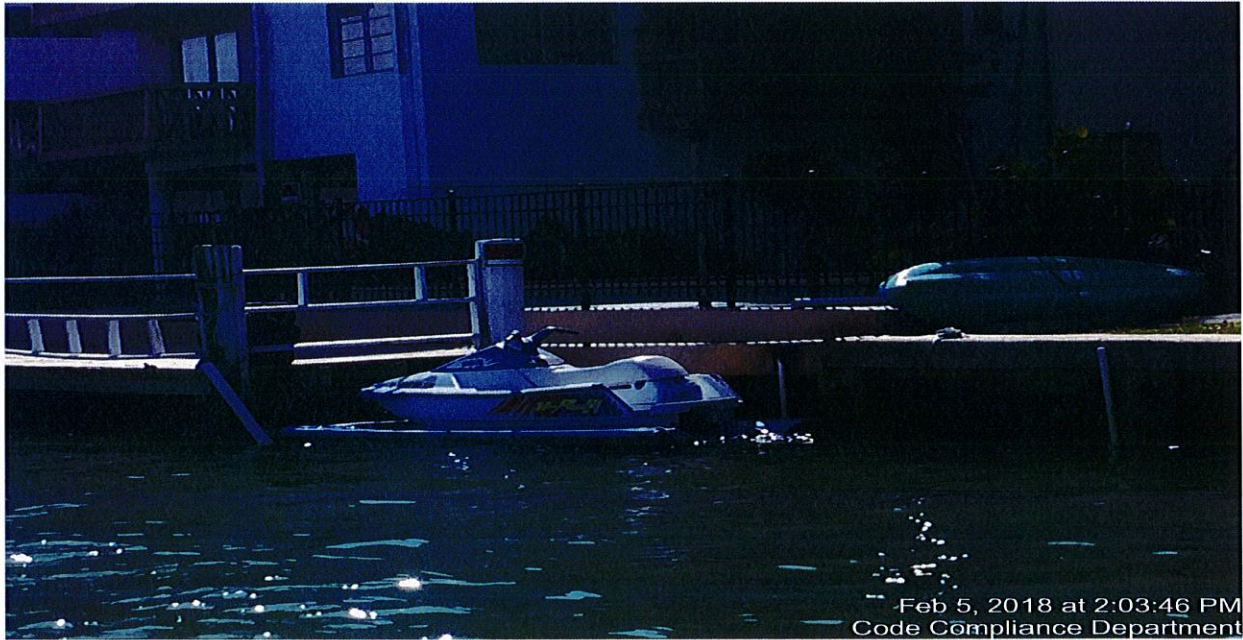
Feb 5, 2018 at 2:18:40 PM
Code Compliance Department

11- 9180 East Bay Harbor Drive- Floating dock attached to the seawall.



Feb 5, 2018 at 2:22:18 PM
Code Compliance Department

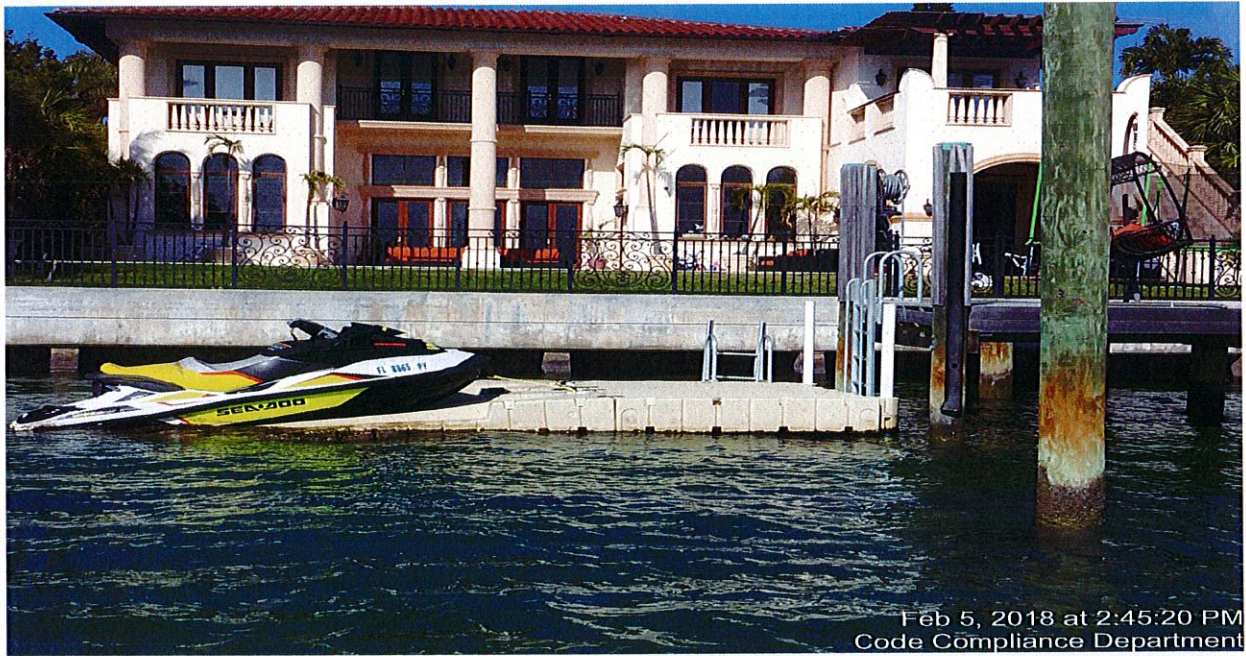
12- 9250 West Bay Harbor Drive- Floating dock located at the seawall.



13- 9291 East Bay Harbor Drive- Floating dock located at the seawall.

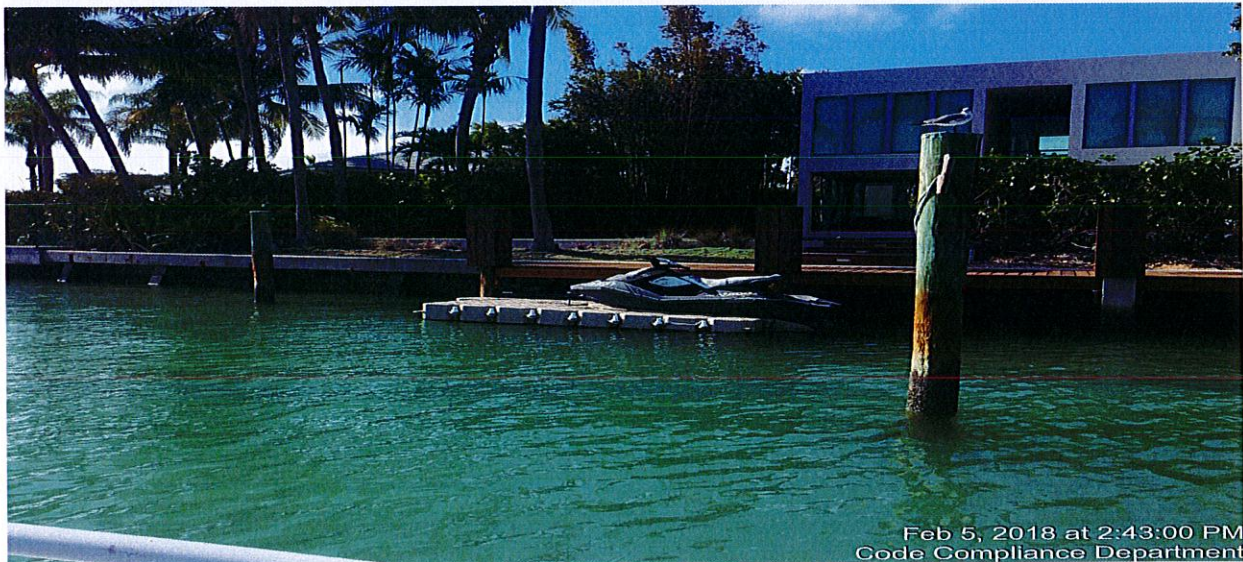


14- 9405 East Broadview Drive- Floating dock attached to the seawall.



Feb 5, 2018 at 2:45:20 PM
Code Compliance Department

15- 9406 West Broadview Drive- Floating dock attached a wooden dock.



Feb 5, 2018 at 2:43:00 PM
Code Compliance Department

16- 9407 East Broadview Drive- Floating dock attached to a wooden dock.



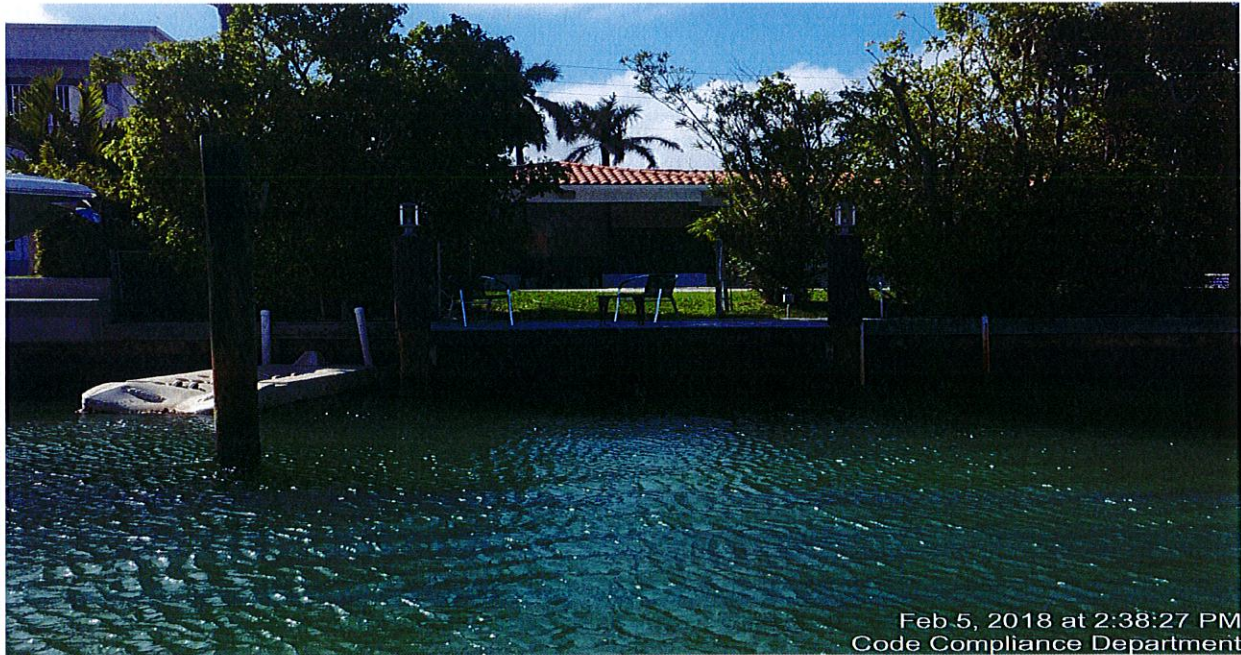
Feb 5, 2018 at 2:40:56 PM
Code Compliance Department

17- 9411 East Broadview Drive- Floating dock attached to the seawall.



Feb 5, 2018 at 2:50:27 PM
Code Compliance Department

18- 9440 West Broadview Drive- Floating dock attached to a wooden dock.



19- 9451 East Broadview Drive- Floating dock attached to the seawall.



20- 9500 West Bay Harbor Drive- Floating dock tied to the seawall.



Feb 5, 2018 at 1:54:54 PM
Code Compliance Department

21- 9751 East Bay Harbor Drive- Multiple floating docks attached to the seawall. Picture 1 of 2



Feb 5, 2018 at 1:54:22 PM
Code Compliance Department

9751 East Bay Harbor Drive – Floating dock - Picture 2 of 2

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145	9240 West Bay Harbor Dr.	The seawall cap between the west property line and dock exhibits a 4 LF longitudinal crack and concrete delamination on the top face. There is also heavy vegetation at the property line. The western portion of the seawall cap behind the dock is delaminated approximately 30 LF, but does not exhibit cracking. Most likely source is the anchors attaching the dock to the seawall cap. There is also an 8 LF delamination with a longitudinal crack starting from where the dock narrows to the east stairs. The seawall panel where the parking lot drain pipe outfalls is cracked. Also, the vertical face of the seawall cap is cracked approximately 8 LF east of the outfall.	Photo 589 Photo 590 Photo 591 Photo 592 Photo 593	2
146	9200 West Bay Harbor Dr.	Decorative light poles are anchored to the seawall cap. The cap is delaminated in front of the pool pump house with no visible cracks. The concrete surrounding the base of the light pole in front of the pool is delaminated with cracks. The location appears to have been patched in the past and is failing. At the east end of property is an outfall. The top face of the seawall cap above and to the west of the outfall has a longitudinal crack and is delaminated on the top face. The eye hook shown in the photo may have initially caused the cracking when it began to corrode, allowing water to penetrate the concrete. Concrete in this location will require complete removal and replacement. There is a large raised patio/pool deck area with brick pavers. The pavers do not exhibit evidence of settling or loss of backfill at the present time but should be monitored	Photo 594 Photo 595 Photo 596 Photo 597	2
147	9180 West Bay Harbor Dr.	Seawall cap has an overlay of Chattahoochee covered with a concrete overlay. Approximately 8 LF along the bottom of the cap starting from the west property line is delaminated. Pool deck exhibits settlement cracks and is undermined as determined through sounding. The bottom face of the seawall cap east of the dock exhibits a spall approximately 8 LF in length. The brick walkway located behind the spalled cap is settling and exhibits a hole approximately 18" deep. This void may be the result of a leaking outfall pipe, but further	Photo 598 Photo 599 Photo 600 Photo 601 Photo 602	2

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		investigation is warranted.		
148	9160 West Bay Harbor Dr.	The seawall cap exhibits a longitudinal crack 8 LF in length on the vertical face beginning near the west property line. There are also 3 parallel longitudinal cracks on the top face at the same location. The seawall cap exhibits transverse cracks in the area of the dock. The seawall cap east of the dock exhibits longitudinal cracking on the top and vertical faces.	Photo 603 Photo 604 Photo 605 Photo 606 Photo 607	2
149	9140 West Bay Harbor Dr.	Pool deck parapet wall is constructed in top of the seawall cap. The wall has a stucco finish that is heavily cracked. The pool deck exhibits settlement cracks at the deck corners as well as near the pool. The drain scuppers may be contributing to the soil loss, but further investigation is warranted to determine cause.	Photo 608 Photo 609 Photo 610 Photo 611 Photo 612 Photo 613 Photo 614 Photo 615	2
150	9120 West Bay Harbor Dr.	Pool parapet wall is constructed just behind the seawall cap. The seawall cap west of the dock exhibits cracking of the pile cap that has a rubber bumper installed. The west face of the pile cap is delaminated and exhibits a vertical crack. The seawall cap is delaminated for a length of approximately 7 LF west of the east stairs and exhibits a longitudinal crack on the top face. East of the dock, the first pile cap exhibits vertical cracking on west and south faces with rust staining. A concrete spall 2 LF in length is located at the east property line.	Photo 616 Photo 617 Photo 617 Photo 618 Photo 619 Photo 620 Photo 621 Photo 622	2
151	9110 West Bay Harbor Dr.	The top face of the seawall cap exhibits longitudinal crack 8 LF in length just west of the dock. Delaminated concrete 4 LF in length with a longitudinal crack is present at the west end of the dock. At the east end of the dock, the fence posts are embedded into the seawall cap and there is longitudinal cracking 7 LF in length on the top face. There is a cap repair east of the dock that is failing again.	Photo 623 Photo 624 Photo 625 Photo 626 Photo 627	2

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Photo 598: Property 147 – Looking east from west property line. Note concrete overlay on the Chattahoochee stone.

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Photo 599: Property 147 – Settlement cracks on pool deck.



Photo 600: Property 147 – Concrete spall 8 LF in length east of dock. Also note pipe outfall (arrow).

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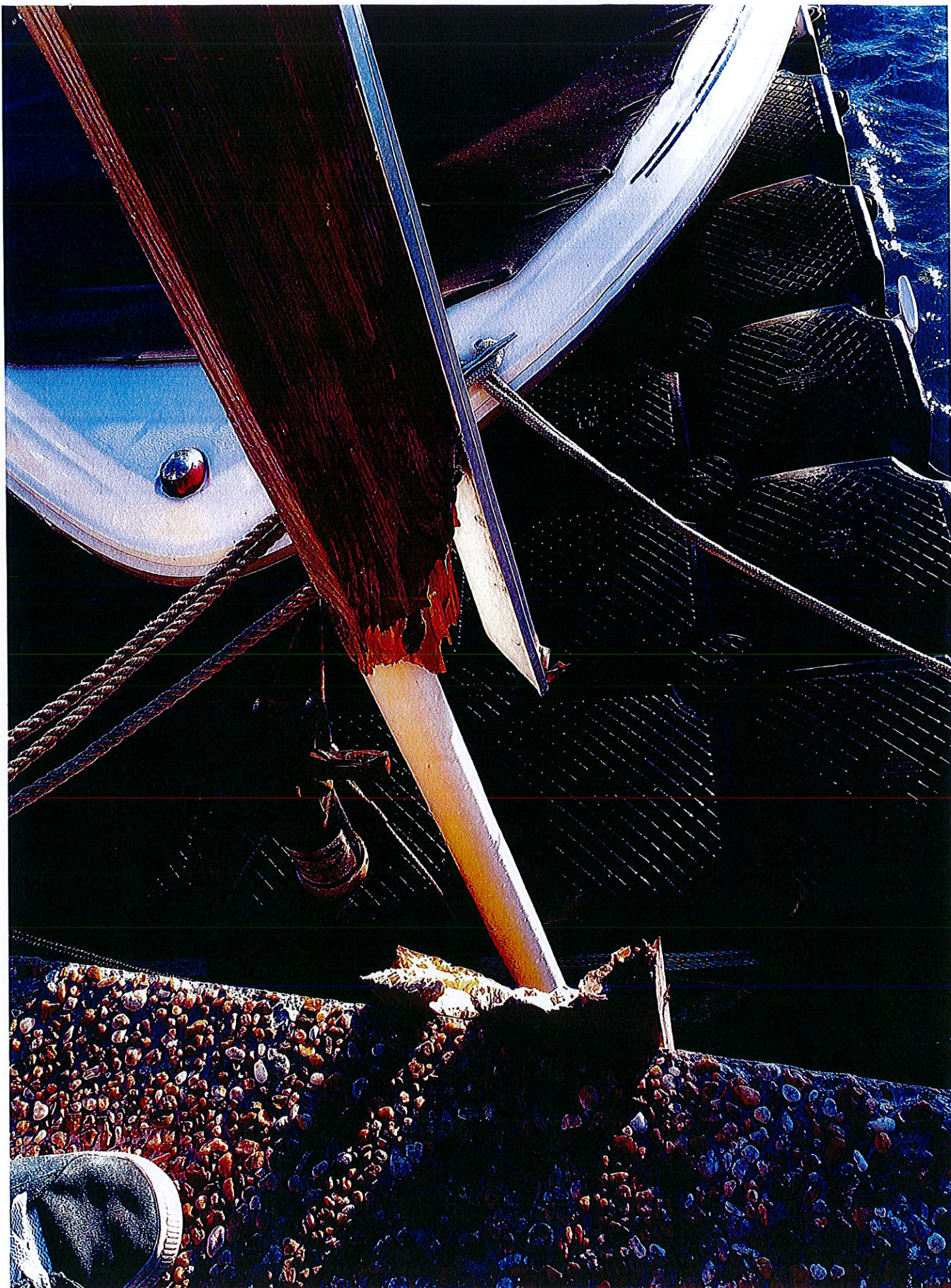


Photo 601: Property 147 – Brick walkway behind spalled cap is settling. There is also a hole approximately 18" deep at the location.

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Photo 602: Property 147 – Close-up of 18" deep hole under brick walkway area.



9180 W. BAY HARBOR DRIVE



9180 W. BAY HARBOR DRIVE

9180 W. Bay Harbor Drive

