

TOWN OF BAY HARBOR ISLANDS

May 14, 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. Recognition to the winners of the After School Program Art Contest
2. Legislative Report - Senator Daphne Campbell
3. Legislative Report - State Representative Joseph Geller

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

4. Report on Investments Performance - Dan Brea, BNY Mellon
5. Report - Bay Harbor Terrace Parking

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:

6. **Consideration and Approval** of a request for appointments and re-appointment to the Planning & Zoning Board for the term 2018 - 2020. Enclosed is a list of Board Member that seek re-appointment and five (5) new request from residents seeking appointment.

STAFF RECOMMENDATION: Council Discretion

7. **Consideration and Approval** of a request for appointment to the Parks & Recreation Committee. The Committee currently has one vacant seat . Enclosed are copies of resumes and letter of interest from residents.

STAFF RECOMMENDATION: Council Discretion

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.)*

8. **Consideration and Approval** of a resolution requested by Council Member Leonard expressing support and encouragement to the City of Weston and other municipalities regarding their pending litigation seeking a declaration that the provisions set forth in Section 790.33, Florida Statutes, punishing elected officials for violating the preemption relating to the regulation of firearms and ammunition, are invalid. Enclosed is a copy of the proposed resolution.
9. **Approval** of the Federally Funded Sub award and Grant Agreement with the Federal Emergency Management Agency reimbursing the Town \$215,44.27 for expenses incurred for cleanup and recovery efforts after Hurricane Irma.
10. **Consideration and Approval** of an agreement with the State of Florida, State Attorney Office to reimburse the state for the cost of state attorney prosecution of certain criminal violations. Enclosed find a copy of the proposed agreement.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

11. **Consideration and approval** of an ordinance on **second** reading to implement the Planning and Zoning Board's initial recommended Code amendments for single-family home development (front yard open space / building façade criteria). Attached is the proposed ordinance and the Town Planer's staff report.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO BUILDING ARTICULATION AND OPEN SPACE REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

DEFERRED ITEMS:

12. **Consideration and Approval** of a request for a six (6) month extension to file a Building Permit for site development plan for One Kane Concourse, LLC located at 9551 East Bay Harbor Drive. Enclosed is a letter from Attorney Mathew Amster and approved site plans.

STAFF RECOMMENDATION: Council Discretion

13. **Consideration and Approval** of a request for a Business Tax Receipt for Immobile Assets Corp. to perform vehicle immobilization for property located at 1108 Kane Concourse. Enclosed is a copy of the Business Tax Receipt Application.

STAFF RECOMMENDATION: Council Discretion

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

14. **Consideration and Approval** of contract award BHI-189 Street Sweeping Services to Star Cleaning, USA in the amount of \$104,644.80 for street sweeping service three times per week and for emergency street sweeping services as deemed necessary by the Town.

STAFF RECOMMENDATION: Approval.

POLL VOTE

15. **Consideration and Approval** of an expenditure in the amount of \$89,367 in favor of Miller Pipeline, LLC to CCTV and line five (5) storm water outfalls with Cured in Place Pipe (CIPP). Enclosed is a copy of the agreement and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

16. **Consideration and Approval** of an Engineering Proposal from Keith and Schnars to provide the specifications of a new stand by generator for Town Hall, in the amount of \$48,400.00. Details of the proposal are attached; details of the project are included in Exhibit 1 of the Proposal.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

17. **Discussion** requested by Mayor Bruder and Council Member Yaffe regarding a location for a temporary basketball court. Town Manager to report on the agreement with Bal Harbour to use their basketball court for the Town's Parks and Recreation aftercare program.
18. **Discussion** requested by Council Member Reid to adopt an ordinance that would prohibit campaign contributions by any Town vendors and developers. Enclosed is a copy of an ordinance adopted by the City of Miami Beach.
19. **Discussion** requested by Council Member Reid relating to utility billing and collections. Enclosed is a copy of Chapter 20 of the Town Code.
20. **Discussion** requested by Council Member Reid regarding a memorial for former Council Member Doris Marano.
21. **Discussion** requested by Council Member Yaffe to establish a policy regarding Council Members representing the Town at meetings or functions before other organizations.

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

May 14, 2018

ITEM NUMBER: 1.

ITEM: Recognition to the winners of the After School Program Art Contest

DESCRIPTION:

The winning students were picked by the Parks and Recreation Committee at their last meeting. All the children are 7 years old's students at the RKBBHK-8, second grade. Enclosed are the three top students as follows:

1st Place Winner is Isabella Chirinos

2nd Place Winner is Isabella Trullenque

And 3rd Place is Mathias Parra

RECOMMENDED ACTION:

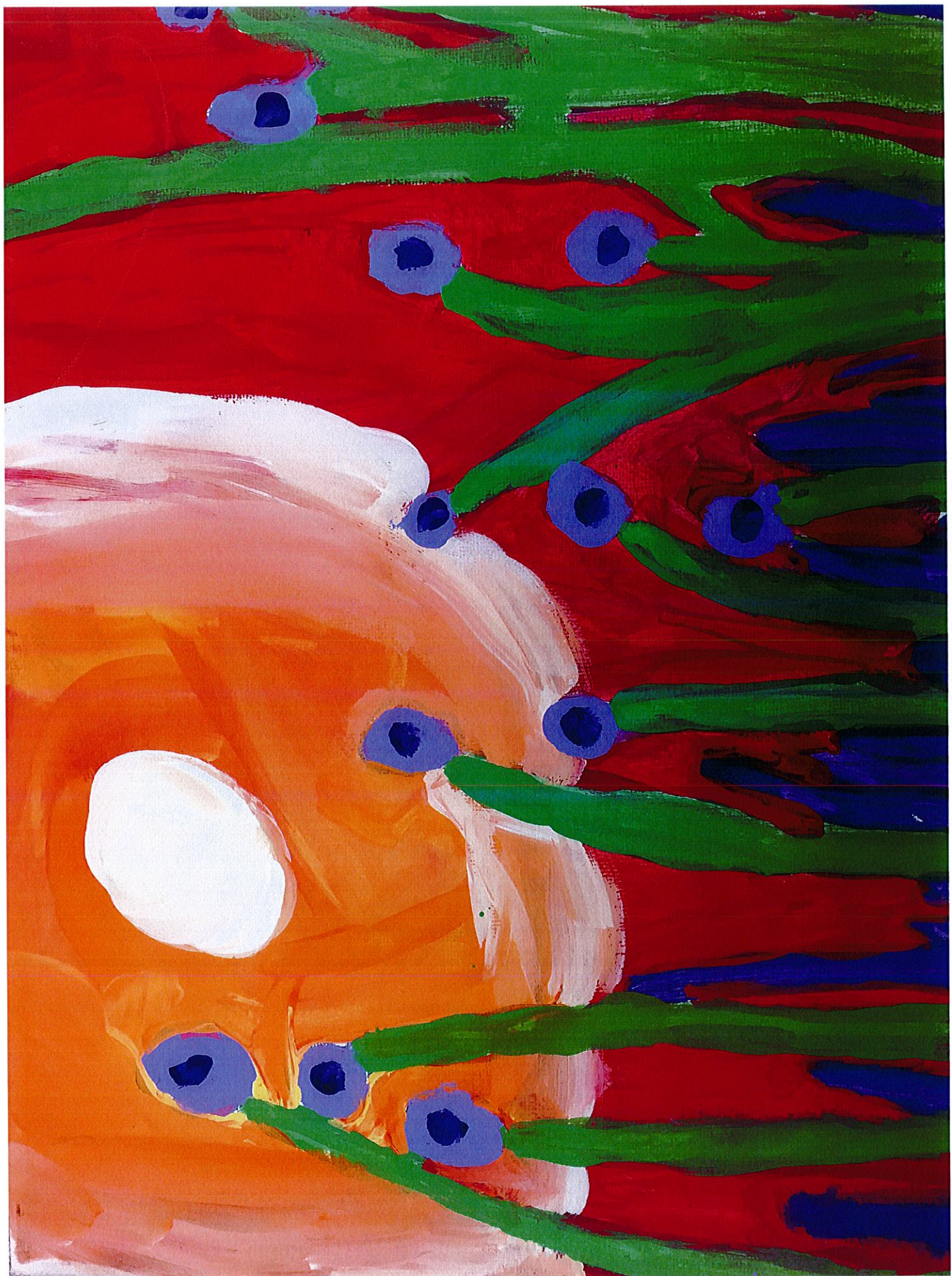
FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Art Work	Art Work.pdf
----	----------	--------------







AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 5.

ITEM: Report - Bay Harbor Terrace Parking

DESCRIPTION:

At the April 16th, Regular Council Meeting, Council Member Leonard requested an update on the residential parking for Bay Harbor Terrace. The Town Manager implemented a temporary solution to alleviate the parking problem on Bay Harbor Terrace from 100th Street to 101 Street.

Residents were notified to come in to Town Hall and obtain a Special Parking Permit, to park along Bay Harbor Terrace. Signage was installed advising the general public of the temporary residential parking area, and the Parking Department began enforcement for vehicles parked without a Special Parking Permit.

Enclosed is a Memorandum provided by Parking Director, Patrick Prendergast.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	BHT Parking - Report	BHT Parking - Report.pdf
----	----------------------	--------------------------



Town of Bay Harbor Islands

Department of Code Compliance and Parking Enforcement

Interoffice Memorandum

To: Ronald J. Wasson
Town Manager

Date: April 30, 2018

From: Patrick J. Prendergast
Director

Subject: BHT Parking Program

-
- Program implemented on March 21, 2018
 - The Town Manager's informational letter was hand delivered or posted on all residences in the program area.
 - Copies of the letter were placed on parked vehicles over the course of the week.
 - Where possible, personal explanations of the program were offered on demand to any resident or interested party.
 - Construction site operations "point of contact" individuals proximal to the parking program were provided copies of the letter with explanation.
 - To date, there are thirty-three (33) permits issued to residents.
 - Week of March 26
 - Signs erected on the street by DPW (see photos attached)
 - Soft enforcement begins with issuance of Warning Notice "red tags" to vehicles in violation
 - Five (5) Warnings Issued
 - Week of April 2
 - Active Enforcement begins
 - Three (3) Parking Citations issued to date
 - Analysis and Anecdotal Findings
 - Active presentation of the program to both residents and surrounding construction site operators led to immediate success in clearing the block of non-resident parking.
 - Universal cooperation found. Basis in the sparse enforcement figures resulting from violators over the course of the program period thus far. (see attached report)
 - During the operation period only one complaint made to the department head.
 - Some non-resident vehicles were reported parked on the block during the weekend. This report was relayed to the police department. To date no further reports were made to this department.
 - The block is monitored daily. At all times during the working day, by my observation and as reported by enforcement staff, there is available parking observed. (see sample images attached taken at about 1:30 PM on Thursday, April 26)
 - Police Department reports verbal warnings issued from time to time but no written enforcement performed by their personnel.
 - No complaints beyond the one noted made to my department about this program by residents.
 - Construction site operators and subcontractors, employees, etc. use the Municipal lot to park vehicles. No feedback to report as to these affected parties.



Town of Bay Harbor Islands Department of Code Compliance and Parking Enforcement

Interoffice Memorandum

ANECDOTAL HONORABLE MENTION:

A non-resident vehicle parked on the block for many months had one tire on the sidewalk. The only enforcement allowable was for "improper parking." The parking program forced the vehicle to be moved from the block.

A resident vehicle refused by building management to be parked on private property due to mechanical issues was brought to the attention of the department. Persistent interaction with the vehicle owner because of the program led to the removal of the vehicle from the block.



Ronald J. Wasson
Town Manager

March 21, 2018

To the Residents of Bay Harbor Terrace from 100th Street to 101st Street
Bay Harbor Islands, FL 33154

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

**Re: Residential Parking
Bay Harbor Terrace from 100th Street to 101st Street**

Dear Resident:

In an effort to better address the ongoing parking concerns on your street, I am going to make street parking on Bay Harbor Terrace, from 100th to 101st Street by special permit only.

Any resident living on Bay Harbor Terrace will be allowed one permit per registered vehicle. (The vehicle must be registered to resident with an address on Bay Harbor Terrace) This will allow only Bay Harbor Terrace residents to park along Bay Harbor Terrace when displaying their permit tag as directed.

Please know this does not mean the spaces on BHT are reserved but only permitted residents may park on the street on a first come, first to park basis. Also, please know this is strictly a temporary solution and will be evaluated on a regular basis to determine if the temporary parking status is still required. I believe, hopefully, when all the projects on 100th and 101st Streets have been completed, the need for special permit parking will no longer be needed. As always, we are committed to do our best to help residents with their concerns.

Signage on your street will soon be installed advising the general public of the new policy. Please come to Town Hall at your earliest convenience to pick up your special parking permits. Bring your identification and vehicle registration for recording purposes.

If you have any questions regarding this plan, please contact me directly.

Very truly yours,

Ronald J. Wasson

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

SAMPLE PERMIT

FRONT



0240

TOWN OF
BAY HARBOR ISLANDS

TEMPORARY PASS

From the _____ week of

1	2	3	4	5	6
7	8	9	10	11	12

REAR

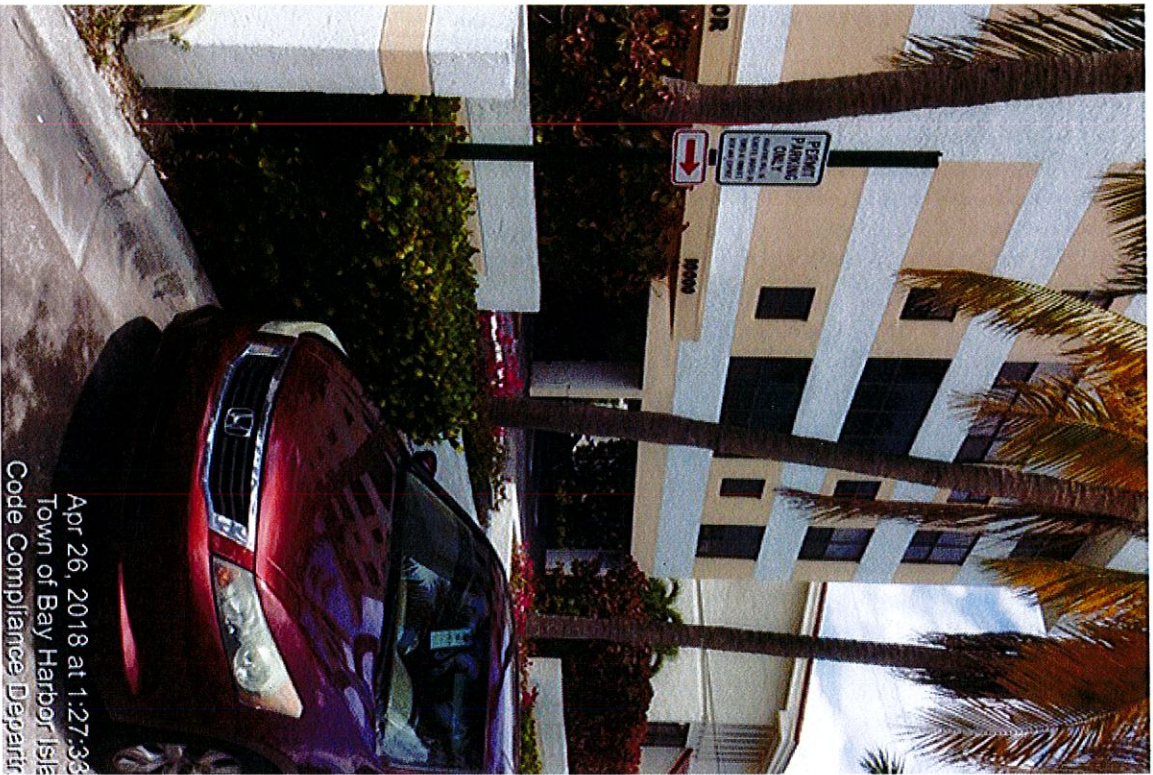
THIS DECAL IS NOT
REPLACEABLE
OR
REFUNDABLE
IN THE EVENT OF
LOSS OR THEFT



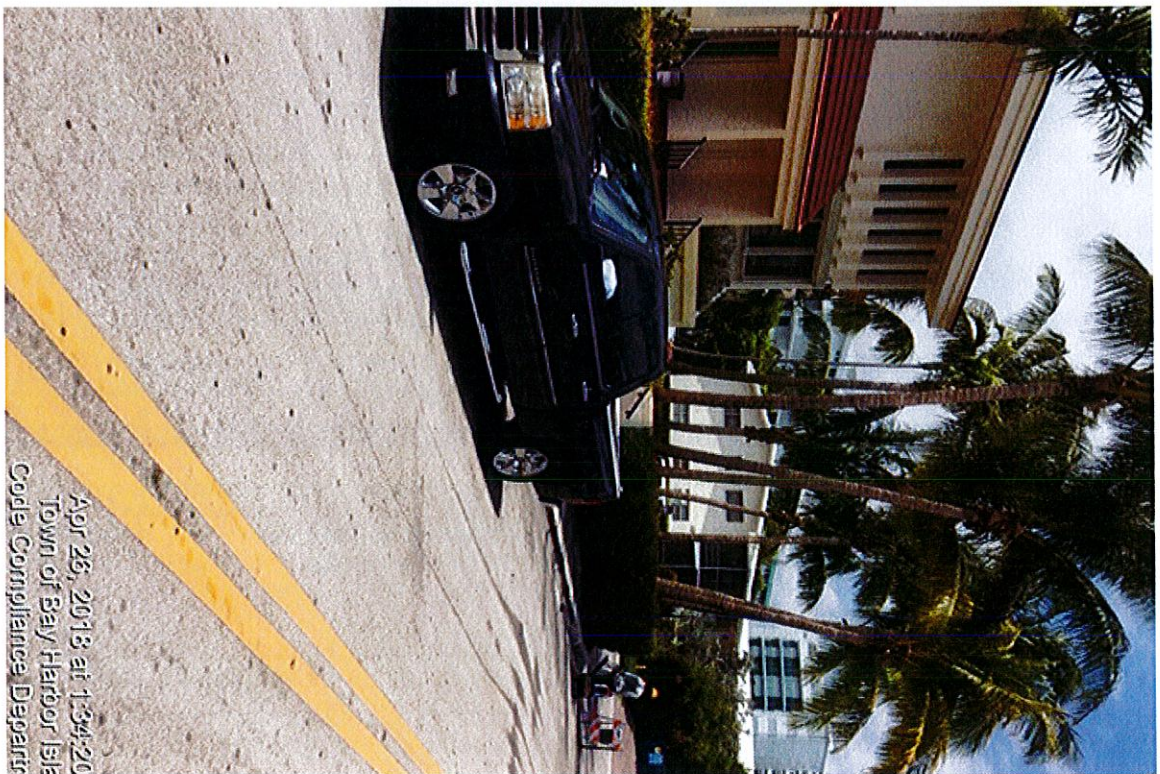
**DECAL TO BE PLACED
ON REAR VIEW
MIRROR**



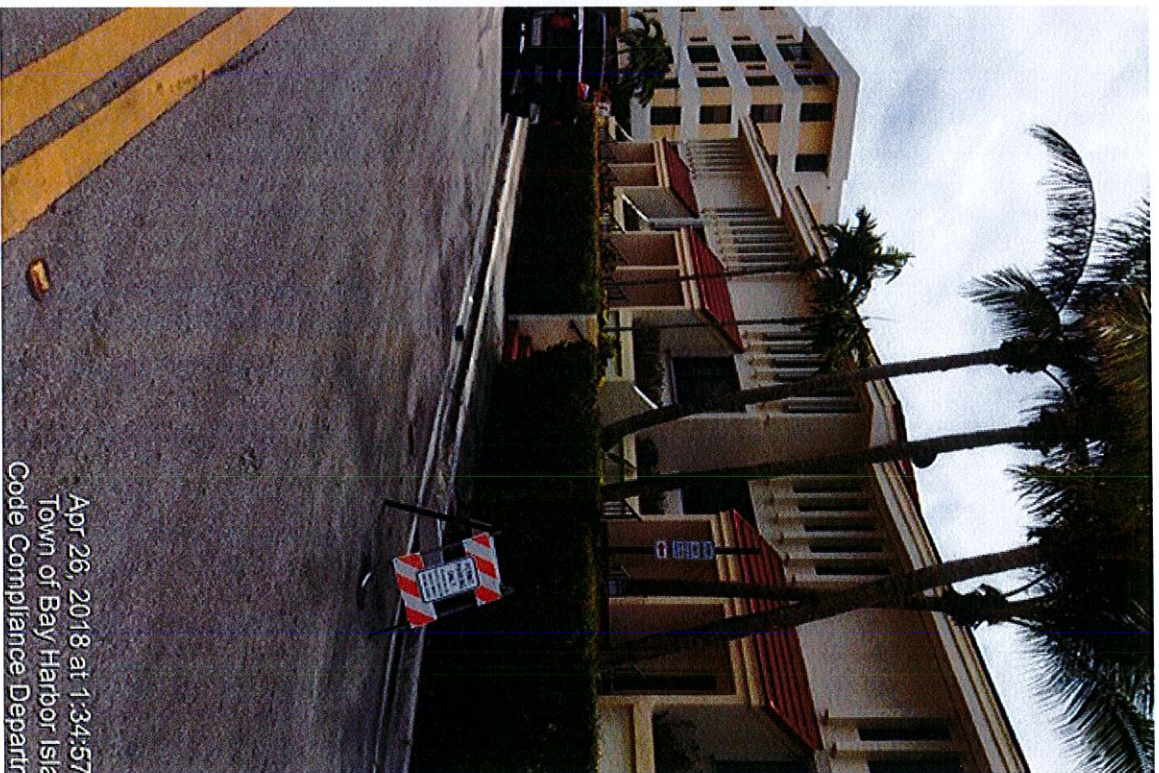
Typical Daily Street Condition



Apr 26, 2018 at 1:27:33
Town of Bay Harbor Isle
Code Compliance Departm



Apr 26, 2018 at 1:34:20
Town of Bay Harbor Isle
Code Compliance Departm





Bay Harbor Islands Police Department
Tickets by Date
FROM: 03/01/2018 THRU: 04/27/2018

Page: 1
04/27/2018

<u>Date</u>	<u>Time</u>	<u>Officer</u>	<u>Ticket Number</u>	<u>Location</u>
03/02/2018	1033	130118	0323942-0 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/02/2018	1033	130118	0323941-1 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/02/2018	1028	130118	0323940-3 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/02/2018	1022	130118	0323938-1 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/10/2018	1006	130118	0324783-0 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/10/2018	1003	130118	0324782-1 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/10/2018	1000	130118	0324781-3 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/10/2018	1450	130128	0221869-0 Violation(s)>	Bay Harbor Ter - 10070 02/30-388.25 Prk In Rest
03/13/2018	1216	130118	0324861-5 Violation(s)>	Bay Harbor Ter - 10066 02/30-388.25 Prk In Rest
03/13/2018	1154	130118	0324869-0 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/13/2018	1152	130118	0324868-2 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/13/2018	1150	130118	0324867-4 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/13/2018	1148	130118	0324866-6 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/15/2018	0958	130118	0324523-3 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/15/2018	0955	130118	0324522-5 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/16/2018	0949	130118	0324807-0 Violation(s)>	Bay Harbor Ter - 10010 02/30-388 Prk In Emerg Zo
03/17/2018	0936	130118	0323876-8 Violation(s)>	Bay Harbor Ter - 10010 02/30-388.25 Prk In Rest
03/21/2018	1015	130118	0323902-0 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi

veh on sidewalk

veh parked at
corner

Bay Harbor Islands Police Department
Tickets by Date
FROM: 03/01/2018 THRU: 04/27/2018

Page: 2
04/27/2018

<u>Date</u>	<u>Time</u>	<u>Officer</u>	<u>Ticket Number</u>	<u>Location</u>
03/21/2018	1013	130118	0323901-2 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/21/2018	1010	130118	0323900-4 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/21/2018	0852	130118	0323895-4 Violation(s)>	Bay Harbor Ter - 10010 ✓ OBSTRUCT TRAFFIC 02/30-388.25 Prk In Rest
03/21/2018	1510	130118	0323894-6 Violation(s)>	Bay Harbor Ter - 9300 03/30-292.1a10 Prohib By
03/21/2018	1126	130118	0323889-0 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/21/2018	1124	130118	0323888-1 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/21/2018	1122	130118	0323887-3 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/21/2018	0939	130118	0323885-7 Violation(s)>	Bay Harbor Ter - 10010 ✓ OBSTRUCT TRAFFIC 02/30-388.25 Prk In Rest
03/22/2018	0939	130118	0324528-4 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/22/2018	0936	130118	0324527-6 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/23/2018	1303	130118	03245675 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/23/2018	1300	130118	03245667 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/23/2018	1238	130118	03245659 Violation(s)>	Bay Harbor Ter - 9500 01/30-378a Meter Shows Vi
03/26/2018	1504	130118	03245900 Violation(s)>	Bay Harbor Ter - 9665 03/30-292.1a10 Prohib By
03/27/2018	1303	130118	0462487-4 Violation(s)>	Bay Harbor Ter - 9500 02/30-388.25 Prk In Rest
03/27/2018	1305	130118	0462488-2 Violation(s)>	Bay Harbor Ter - 9500 02/30-388.25 Prk In Rest
03/28/2018	1057	130118	3478 Warning Violation(s)>	Bay Harbor Ter - 10066 02/30-388.25 Prk In Rest
03/28/2018	1055	130118	3496 Warning Violation(s)>	Bay Harbor Ter - 10027

Bay Harbor Islands Police Department
Tickets by Date
FROM: 03/01/2018 THRU: 04/27/2018

Page: 3
04/27/2018

<u>Date</u>	<u>Time</u>	<u>Officer</u>	<u>Ticket Number</u>	<u>Location</u>
			Violation(s)>	02/30-388.25 Prk In Rest
03/29/2018	1330	130128	3430 Warning	Bay Harbor Ter - 10000
			Violation(s)>	03/30-292.1a10 Prohib By
03/29/2018	1041	130118	P3481 Warning	Bay Harbor Ter - 10000
			Violation(s)>	02/30-388.25 Prk In Rest
03/29/2018	1017	130118	P3482 Warning	Bay Harbor Ter - 10067
			Violation(s)>	02/30-388.25 Prk In Rest
03/30/2018	0930	130128	3433 Warning	Bay Harbor Ter - 10000
			Violation(s)>	03/30-292.1a10 Prohib By
04/12/2018	1042	130043	0859081-6	Bay Harbor Ter - 9380
			Violation(s)>	316.605 - No Tag On Vehic
04/17/2018	1121	130118	0462983-3	Bay Harbor Ter - 10011
			Violation(s)>	02/30-388.25 Prk In Rest
04/17/2018	1045	130118	0462975-2	Bay Harbor Ter - 9500
			Violation(s)>	01/30-378a Meter Shows Vi

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a request for appointments and re-appointment to the Planning & Zoning Board for the term 2018 - 2020. Enclosed is a list of Board Member that seek re-appointment and five (5) new request from residents seeking appointment.

DESCRIPTION:

Applicants to the Planning and Zoning Board must meet the ordinance requirements for professional/resident mix and be appointed by 5 votes. (see attached ordinance).

Enclosed is a list of the all the Board Members that are seeking to be re-appointed and five (5) new request for appointment. Board appointments will be for a two (2) year term.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Sec. 5-23.01 Planning and Zoning Board Membership	Sec. 5-23.01.Planning and zoning board membership.pdf
2.	PnZ Resumes	PnZ Resumes.pdf

Sec. 5-23.01. - Planning and zoning board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.

- (a) *Members.* The town council will resign as members of the planning and zoning board. Thereafter, the planning and zoning board shall consist of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the planning and zoning board shall serve on the planning and zoning board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).
- (b) *Appointment to the planning and zoning board.* Each town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the planning and zoning board. In order for a candidate to be appointed to the planning and zoning board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.
- (c) *Vacancies.* Should a planning and zoning board member resign, lose the residency requirement of subsection (b), be removed pursuant to subsection (d), or otherwise not be able to serve on the Planning and Zoning Board for whatever reason, the member's vacancy shall be filled pursuant to subsection (b).
- (d) *Removal of members.* The town council, upon the vote of at least five council members, may remove any planning and zoning board member, with or without cause, at any time. Any member who misses three consecutive regularly scheduled planning and zoning board meetings or misses five meetings in any 12-month period may be removed from the planning and zoning board.
- (e) *Meetings.* The regularly scheduled planning and zoning board meeting shall occur in the evening on the first Tuesday and third Tuesday of every month or as needed.
- (f) *Officers.* One member shall be elected by the planning and zoning board as chairperson. One member shall be elected by the planning and zoning board as vice-chairperson. The chairperson and vice-chairperson shall serve a term of one year. A new election shall occur at the conclusion of the one-year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and the planning and zoning board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at all planning and zoning meetings. In the chairperson's absence, the vice-chairperson shall preside. The chairperson shall submit any and all reports and recommendations of the planning and zoning board to the town council. The town shall provide a secretary for the planning and zoning board and the town clerk shall be the custodian of all records, books, and journals of the planning and zoning board.
- (g) *Quorum.* Four present members shall constitute a quorum.
- (h) *[Rules, regulations.]* The town council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the planning and zoning board in performance of its duties.

(Ord. No. 840, § 1, 7-14-08)

TOWN OF BAY HARBOR ISLANDS

PLANNING & ZONING BOARD

2018 – 2020

Current Board Member seeking re-appointment:

- Alan Bebchik
- Jed Frankel
- Jerome Gavcovich
- Steven Hurwitz
- Wesley Kean
- Robert Saland
- Oscar Sklar

New interested residents:

- Jim Angleton
- Juan Rafael Diaz-Estrada
- Marc A. Gidney
- Scott Hannon
- Roger Santana



March 5, 2018

To: 2016-2018 Planning and Zoning Board Members

From: Marlene M. Siegel, Town Clerk

RE: PLANNING & ZONING BOARD - REAPPOINTMENTS 2018-2020

Time is drawing closer for the expiration of your two-year term and we will be advertising for the appointment/reappointment of the positions on the Bay Harbor Islands Planning and Zoning Board. We will need to hear from you whether you wish to request reappointment to the Board.

Please respond to this inquiry by filling out the bottom portion and returning it to the Town Clerk's Office via mail or e-mail by Friday, April 6, 2018

Be assured that the Town Council appreciates your dedication and many hours of volunteer work for the good of the community.

Sincerely,

Marlene M. Siegel
Town Clerk

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

ALAN BEBCHIK
Print your Name



I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.



I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Alan Bebachik
1331 98 St | Miami, FL 33154
(305) 318-9016 | abebchik@ChicagoBooth.edu

EDUCATION

THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS

Master of Business Administration

Chicago, IL
Sep 2013 – Aug 2015

- Concentrations in Finance, Entrepreneurship and Strategic Management
- Dean's Honor List
- LAUNCH Mentor, Class Ambassador, Real Estate Club, Poker Club

NORTHWESTERN UNIVERSITY

Master of Science in Project Management

Evanston, IL
Sep 2011 – Jun 2012

- GPA 3.70
- Teaching Assistant for Professor Richard Tilghman Construction Management class
- Social Chair for the Master of Science in Project Management program

UNIVERSITY OF FLORIDA

Bachelor of Science in Civil Engineering

Gainesville, FL
Aug 2005 – Dec 2009

- Cum Laude, GPA 3.51
- National Honor Society of Civil Engineers, Society of Hispanic Professional Engineers
- University of Florida Rugby team member

EXPERIENCE

CAPGEMINI

Service Delivery Manager (Acting)

Chicago, IL
Mar 2014 – Present

- Collaborate with the CIO of a major transportation company to support business users through ERP application management; guided team to evaluate and identify opportunities to reduce IT costs by 7%
- Supervise off-shore consulting team to ensure efficient delivery of key performance targets while maintaining contribution margins of over 40%
- Manage ongoing relationship with current clients to ensure client satisfaction with services rendered
- Pitch outsourcing solutions to potential clients and technical decision makers; establish planning guidelines and created governance model; won approval for \$3.5 MM follow-on engagement
- Capgemini top performer in years 2013 and 2014, and awarded excellence performance incentive in year 2014

Senior Application Analyst

Jul 2012 – Mar 2014

- Re-engineered on-boarding process for all of business unit accounts, increasing internal staffing turnaround by 20%
- Coordinated human capital management transition for a leading energy company
- Interacted with clients in a distributed service model and worked daily with team members in India, England and Guatemala
- Co-founded HOLA—first Hispanic employee resource group at Capgemini—and was appointed as national lead
- Completed nine week international training program focused on developing technical and functional consulting skills
- Conducted campus recruiting events, student presentations, and interviews at Northwestern University; resulted in hiring 50 campus hires for our Chicago office
- Mentored new Capgemini employees to help them transition into the company
- Certified in Lean Six Sigma Green Belt; used statistical tools to improve key performance indicators by 10%

BEDECO

Project Manager

Miami, FL
Jan 2010 – Aug 2011

- Managed construction of residential and commercial building projects valued at \$5 MM
- Supervised workers, handled all on-site operations, and ensured in-budget completion of projects
- Estimated project costs, schedules and devised project proposals directly with the General Contractor
- Negotiated with sub-contractors to reduce 10-20% in project costs by value engineering and process optimization

ADDITIONAL

- Native Spanish; fluent Hebrew; conversational Portuguese
- Represented state of Florida in the Collegiate All-Stars Rugby team, including interstate and international matches
- Led Water for People volunteer team on projects in Guatemala; used mobile technology to document, evaluate, and report sanitary conditions in rural Quiche for the World Water Corps
- Managed a 5-member team and coordinated weekly activities for 70 high school students in a Miami community center



March 5, 2018

To: 2016-2018 Planning and Zoning Board Members

From: Marlene M. Siegel, Town Clerk

RE: PLANNING & ZONING BOARD - REAPPOINTMENTS 2018-2020

Time is drawing closer for the expiration of your two-year term and we will be advertising for the appointment/reappointment of the positions on the Bay Harbor Islands Planning and Zoning Board. We will need to hear from you whether you wish to request reappointment to the Board.

Please respond to this inquiry by filling out the bottom portion and returning it to the Town Clerk's Office via mail or e-mail by **Friday, April 6, 2018**

Be assured that the Town Council appreciates your dedication and many hours of volunteer work for the good of the community.

Sincerely,

Marlene M. Siegel
Town Clerk

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

Jed Frankel

Print your Name

☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

JED L. FRANKEL, Esq.
Board Certified Specialist in Civil Trial Law by The Florida Bar
(954) 894-8000 x 301 (office)
(954) 684-3404 (cellular)
jfrankel@eisingerlaw.com
jedfrankel@yahoo.com

PRACTICE AREAS Complex Commercial Litigation; Real Estate Litigation; Corporate Litigation; Condominium and Homeowners Association Law; State and Local Administrative Law; Bar Admissions; Bench and jury trials in State (Florida) and Federal (Southern District of Florida) Courts. Appeals in Florida's First, Third, Fourth & Fifth District Courts of Appeal and Florida Supreme Court and the United States Circuit Court of Appeals for the Eleventh Circuit.

EXPERIENCE

EISINGER, BROWN, LEWIS, FRANKEL & CHAIET, P.A. Hollywood, FL
Member January, 2006 – present.

PHILLIPS, EISINGER & BROWN, P.A. Hollywood, FL
Member September, 2002 – December, 2005.
Associate September, 1997 – September, 2002.

LAW OFFICES JEROME H. SHEVIN, P.A. Miami, FL.
Associate September, 1993 – September, 1997.

VIRGIL HAWKINS CIVIL CLINIC Gainesville, FL.
Certified Legal Intern Fall, 1992.

LAW OFFICES WILLIAM P. CAGNEY, III, P.A. Miami, FL.
Summer Clerk Summer, 1992.

FLORIDA INSTITUTIONAL LEGAL SERVICES Gainesville, FL.
Volunteer legal researcher Summer, 1991.

PROFIT PROTECTION, INC. Miami, FL.
Writer / Editor / Researcher Summers, 1987-1990.

Researched, wrote, and edited educational/compliance materials published for the American Bankers Association.

EDUCATION

UNIVERSITY OF FLORIDA COLLEGE OF LAW Gainesville, FL.
Juris Doctor with Honors May, 1993.

- Dean's List, six semesters
- James B. Locke Scholarship recipient, 1990
- Council of Ten Teaching Fellow
- Certified Legal Intern
- Phi Gamma Delta Fraternity Chapter Advisor

EMORY UNIVERSITY Atlanta, GA.
Bachelor of Arts *summa cum laude* May, 1990.

- Dean's Scholarship recipient, 1986-1990
- Dean's List, seven semesters
- Phi Alpha Theta and Pi Sigma Alpha honor societies

- Phi Gamma Delta Fraternity, Member
- Men's Cross Country and Track Teams, Letter Recipient
- Honors Thesis in History

ADMISSIONS

The Florida Bar (admitted 1993)
 United States District Court for the Southern District of Florida (1994)
 United States Court of Appeals, Eleventh Circuit (1995)

ORGANIZATIONS AND HONORS

The Florida Bar, Member Trial Lawyers and Real Property Sections
 Board Certified in Civil Trial Law, The Florida Bar (2007-2017)
 "AV" (5.0) rated by Martindale-Hubbell
South Florida Legal Guide 2014 "Top Lawyers" Real Estate/Community Associations
South Florida Legal Guide 2013 "Top Lawyers" Real Estate/Community Associations
 2014 *Florida Super Lawyers*
 Dade County Bar Association, Member
 Volunteer, Justice Teaching Program (Florida Supreme Court)
 Board Member, B'nai B'rith Justice Unit 5207.
 Director and Counsel, Tennis4All Foundation, Inc.
 Director and Counsel, Miami Beach Basketball Club, Inc.
 Member, Community Association Institute – South Florida Chapter.
 Member, Aventura/Sunny Isles Beach Chamber of Commerce.
 Member, Bay Harbor Islands Charter and Ordinance Review Committee, 2005 – 07.
 Board Member, Beth Moshe Congregation, 1998 – 2009
 Board Member, Fraternity of Phi Gamma Delta FIU Graduate Ass'n, 1999 -present
 Member, Bay Harbor Development Association, 2002 - 04
 Member, Miami Beach Charter Review Board, 1994 - 96
 Board Member, Miami Beach Junior Chamber of Commerce, 1993 - 96
 Member, Miami Beach Mayor's Committee on Homelessness, 1994
 Assistant Disciplinary Counsel, Fraternity of Phi Gamma Delta, 1994 – present
 Board Member, Emory Alumni Association of South Florida
 Life Member, University of Florida National Alumni Association
 Member, Miami Beach Senior High School Alumni Association
 Miami Beach Taxpayers' Association, 1993-96
 Recipient, 11th Judicial Circuit, Put Something Back Pro Bono Award, 1994-95
 Recipient, 11th Judicial Circuit Certificate of Appreciation, 1998 (Jury Duty)

REPORTED CASES

Bay Holdings v. 2000 Island Boulevard Condominium Ass'n., Inc., 895 So. 2d 1197
 (Fla. 3d DCA 2005).
Monsanto Co. v. Campuzano, 206 F. Supp. 2d 1276 (S.D. Fla. 2002)
Monsanto Co. v. Campuzano, 2002 WL 34382458 (S.D. Fla. 2002)
Resnick v. Uccello Immobilien GMBH, Inc., 227 F. 3d 1347 (11th Cir. 2000)
United States v. Macia, 157 F. Supp. 2d 1369 (S.D. Fla. 2001)
Lamothe v. Bal Harbour 101 Condominium Ass'n., Inc., 2007 WL 781909 (S.D. Fla. 2007)
Arteaga v. Department of Business and Professional Regulation, 54 So. 3d 599
 (Fla. 3d DCA 2011)
Kaine v. D.A. Mortgage, Inc., 998 So. 2d 616 (Fla. 3d DCA 2008)
Cantwell v. The Grand Condominium Association, Inc., 986 So. 2d 611 (Fla. 3d DCA 2008)
The Grand Condominium Association, Inc. v. Cohn, 970 So. 2d 365 (Fla. 3d DCA 2007)
Abraham & Associates, Inc. v. Surrey Holding Corp., 939 So. 2d 332 (Fla. 4th DCA 2006)
Carnero v. National Home Mortgage Corp., 941 So. 2d 395 (Fla. 3d DCA 2006)
United Grand Condominium Owners, Inc. v. The Grand Condominium, 929 So. 2d 24
 (Fla. 3d DCA 2006)
Davies v. Turner, 802 So. 2d 1195 (Fla. 1st DCA 2002)
Holmes v. Posler, 847 So. 2d 583 (Fla. 3d DCA 2003)

Kearns v. 8911 Normandy Beach, Inc., 814 So. 2d 516 (Fla. 3d DCA April 24, 2002)
Florida Tower Condominium, Inc. v. Mindes, 770 So. 2d 210 (Fla. 3d DCA 2000)
Quintana v. Miami Pizza, Inc. 731 So. 2d 824 (Fla. 3d DCA 1999)
BFT Waste Systems v. Waste Solutions, Inc., 727 So. 2d 414 (Fla. 5th DCA 1999)
Martino v. Metropolitan Dade Co., 655 So. 2d 151 (Fla. 3d DCA 1995)

ARBITRATIONS

Portsvie at the Waterways Condominium Association v. Lichtenstein
Rose v. Villages of King Creek Condominium Association
In re: Lincolnwood Towers (recall arbitration)
Decoplage Condominium Association v. Kreitman
Dostis v. Mar del Plata Condominium Association

PUBLICATIONS

"Operation of Condominiums" and "Regulation of Condominiums" chapters in *Florida Condominium Law 2005* published by Halfmoon, LLC.

ARTICLES

"Documents Should be Closely Reviewed to Avoid 'Clerical' Mistakes", *Daily Business Review*, February 17, 2012.
"Fourth DCA Opens Door to Get Fees for Litigating Fees," *Daily Business Review*, June 1, 2012.
"Courts Weigh Emotional Support Animals Against Homeowner Rules," *Daily Business Review*, July 24, 2012.
"Associations May Collect from Delinquent Homeowners," *Daily Business Review*, January 9, 2013.
"Condo Declarations Are Critical Should Conflict Arise," *Daily Business Review*, March 1, 2013.

PRESENTATIONS

Best Practices for HOA Debt Collection – HOAleader.com Webinar, March 14, 2013 & June 18, 2013
Strategies to Avoid Litigation – Gulfstream Chapter of the American Society of Home Inspectors, 2012
The New Americans With Disabilities Act – BOMA Miami-Dade Chapter, 2011
How to Survive the Foreclosure Crisis – UAI Seminar for Association Board Members, 2010
Collecting Delinquent Accounts – Continental Management Quarterly Update, 2010
Association Collections Update 2009 – CAI Community Association Forum, 2009
Condominiums/Homeowners Associations – Community Association Coalition Meeting, 2008
Real Estate Legal Issues - EWM Realtors Legal Seminar, 2005
Florida Condominium Law – Halfmoon Seminars, 2005
Real Estate Legal Issues – EWM Realtors Legal Seminar, 2004

PERSONAL

Honors Graduate, Miami Beach Senior High (1986)
Interests include photography, golf, Florida Gator sports and history



March 5, 2018

To: 2016-2018 Planning and Zoning Board Members

From: Marlene M. Siegel, Town Clerk

RE: PLANNING & ZONING BOARD - REAPPOINTMENTS 2018-2020

Time is drawing closer for the expiration of your two-year term and we will be advertising for the appointment/reappointment of the positions on the Bay Harbor Islands Planning and Zoning Board. We will need to hear from you whether you wish to request reappointment to the Board.

Please respond to this inquiry by filling out the bottom portion and returning it to the Town Clerk's Office via mail or e-mail by **Friday, April 6, 2018**

Be assured that the Town Council appreciates your dedication and many hours of volunteer work for the good of the community.

Sincerely,

Marlene M. Siegel
Town Clerk

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

Print your Name



I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.



I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

JEROME N. GAVCOVICH, R.A.

1251 97 Street, Bay Harbor Islands, Florida 33154

Telephone: (305) 318-0670

PROFESSIONAL LICENSES

Architect, State of Florida, 1998

EDUCATION

UNIVERSITY OF MIAMI
SCHOOL OF BUSINESS ADMINISTRATION, Coral Gables, Florida
MASTER OF BUSINESS ADMINISTRATION, December 1989

UNIVERSITY OF MIAMI
SCHOOL OF ARCHITECTURE, Coral Gables, Florida
BACHELOR OF ARCHITECTURE, May 1988

EMPLOYMENT EXPERIENCE

1/2003 – present

ARCHITECT / PRINCIPAL

JEROME GAVCOVICH, ARCHITECT, Bay Harbor Islands, Florida

- Provide full scope of architectural services for multiple projects and project types, including hi-rise commercial, hi-rise multifamily residential, low-rise multi-family residential, single family residential, office tenant buildout, and residential tenant buildout
- Architectural Consultant to the Firm of Kobi Karp Architecture & Interior Design for multiple projects and project types

6/1991 – 6/2004

PROJECT ARCHITECT / PROJECTS COORDINATOR

RAUL A. SUAREZ-DEL CAMPO, ARCHITECT, Miami, Florida
RSC MANAGEMENT, INC., Miami, Florida

- Coordinate and manage all levels of architectural and construction management projects, including institutional, commercial, and residential
- Coordination of Interior Design and space planning efforts related to several of the architectural projects.
- Performed field inspections and prepared reports of residential properties for Bank for construction loan requisitions and loan approval.
- Aided in development of and implemented an approved disaster relief program/model for several national Church based organizations and federal and local agencies, for Hurricane Andrew in 1992, Great Flood of the Midwest in 1993, Northridge Earthquake in Los Angeles of 1994, Central Pennsylvania Floods of 1995, and Upper Midwest Floods (Red River) of 1997.

8/1992 – 11/1997

FINANCE MANAGER

NATIONAL FIRST FINANCIAL CORP., Miami Beach, Florida

- Managed accounts and prepared reports of accounts for accounts receivable financing firm.

2/1990 – 5/1991

ARCHITECT IN TRAINING

SMITH & SMITH DESIGN CORP., North Miami, Florida

- Coordinate all aspects of residential architectural projects. Prepare complete sets of working drawings, including architectural, structural, and electrical plans.

5/1986 – 8/1988

5/1985 – 8/1985

JUNIOR DRAFTSMAN

ROBERT BLEEMER AND ASSOCIATES, INTERIOR DESIGNERS
AND PLANNERS, Miami, Florida

- Coordinated projects through completion, including client and supplier relations, design development, working drawings, field inspections, and research.

3/1988 – 6/1988

DRAFTSMAN

TOMAS L. LOPEZ-GOTTARDI, ARCHITECT, Coral Gables, Florida

- Assisted in the preparation of working drawings and obtained building permits for the Ziff Residence in Miami, Florida

PROFESSIONAL ASSOCIATIONS / VOLUNTEER ACTIVITIES

10/2008 – present

MEMBER OF PLANNING & ZONING BOARD
BAY HARBOR ISLANDS, FLORIDA

6/2007 – 9/2008

MEMBER OF DESIGN REVIEW COMMITTEE
BAY HARBOR ISLANDS, FLORIDA



March 5, 2018

To: 2016-2018 Planning and Zoning Board Members

From: Marlene M. Siegel, Town Clerk

RE: PLANNING & ZONING BOARD - REAPPOINTMENTS 2018-2020

Time is drawing closer for the expiration of your two-year term and we will be advertising for the appointment/reappointment of the positions on the Bay Harbor Islands Planning and Zoning Board. We will need to hear from you whether you wish to request reappointment to the Board.

Please respond to this inquiry by filling out the bottom portion and returning it to the Town Clerk's Office via mail or e-mail by **Friday, April 6, 2018**

Be assured that the Town Council appreciates your dedication and many hours of volunteer work for the good of the community.

Sincerely,

Marlene M. Siegel
Town Clerk

Print your Name

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

PROFILE

Currently utilizing professional experience and education in the public sector, business and commercial real estate fields to provide added value to, and seamless coordination with, the leasing, management and development team. Also responsible for business development and high level client relations.

EXPERIENCE

2001 - PRESENT

CONTINENTAL REAL ESTATE COMPANIES

Coral Gables, Florida

Position: Principal

- ♦ Hands-on marketing and leasing of various projects; exclusive landlord & tenant representation.
- ♦ Business Development:
 - Transacted over 250,000 SF of office deals annually since 2005
 - Costar Power Broker designate (2005-2013)

SELECTED LANDLORD CLIENTS

- ♦ Bank of America
- ♦ GE
- ♦ Greenstreet Partners
- ♦ Tilia Ventures
- ♦ The Miami Herald
- ♦ Viacom Realty (MTV/Nickelodean)
- ♦ LNR Property Corp
- ♦ General Growth Partners
- ♦ Bayview Financial
- ♦ Steelbridge/Apollo

2000 - 2001

CODINA DEVELOPMENT CORPORATION

Coral Gables, Florida

Position: Project Manager

- ♦ Spearheaded all aspects of real estate development on projects assigned including due diligence, design, construction, leasing and budgeting.
- ♦ Reported directly to the President and Director of Development.
- ♦ Handled reporting to debt and equity partners such as JP Morgan, Prudential, St. Joe, Wachovia and Bank of America.
- ♦ Project management responsibilities for over \$60M of development/construction
- ♦ Completed projects include:
 - 355 Alhambra Plaza, a 255,000 SF Class "A" office tower, Coral Gables, Florida.
 - Westside Plaza III, a 105,000 SF Class "A" office building, Miami, Florida.

1995 - 2000

CITY OF MIAMI BEACH, MAYOR & COMMISSION OFFICE

Miami Beach, Florida

Position: Chief of Staff

- ♦ Manage all office operations including staffing, budgeting and protocol.
- ♦ Monitor performance and coordination of all administrative divisions.
- ♦ Represent the Mayor and Commission to the public, media, business community, dignitaries and public officials.

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY

Miami, Florida

Master of Business Administration, 2000

UNIVERSITY OF WISCONSIN

Madison, Wisconsin

B.A. History, 1994

LICENSES

LICENSED FLORIDA REAL ESTATE BROKER

PROFESSIONAL ACTIVITIES/ORGANIZATIONS

- ◆ Greater Miami Jewish Federation
 - Board Member
 - Chairman, Facilities Committee
 - Miami Beach Jewish Community Center Construction Committee
- ◆ Urban Land Institute (ULI)
 - Vice Chairman
- ◆ Leadership Miami
 - Class of 1998 / 99
- ◆ Costar Power Broker 2005 – 2013



March 5, 2018

To: 2016-2018 Planning and Zoning Board Members

From: Marlene M. Siegel, Town Clerk

RE: PLANNING & ZONING BOARD - REAPPOINTMENTS 2018-2020

Time is drawing closer for the expiration of your two-year term and we will be advertising for the appointment/reappointment of the positions on the Bay Harbor Islands Planning and Zoning Board. We will need to hear from you whether you wish to request reappointment to the Board.

Please respond to this inquiry by filling out the bottom portion and returning it to the Town Clerk's Office via mail or e-mail by **Friday, April 6, 2018**

Be assured that the Town Council appreciates your dedication and many hours of volunteer work for the good of the community.

Sincerely,

Marlene M. Siegel
Town Clerk

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

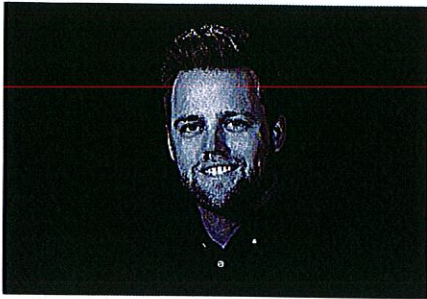
Craig B. Sherman
Town Attorney

WESLEY KEAN
Print your Name

3.5.2018

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



Wesley Kean (*Principal*) founded the award-winning, multi-disciplinary design firm, KoDA in 2015. Before moving to Miami in 2005, Wesley apprenticed under his father, a local builder and carpenter in the Lakes Region of New Hampshire, who remains a key influence in his work today. Wesley is an active member of the American Institute of Architects and a visiting critic at the University of Miami, Florida International University and Miami Dade College. Prior to founding KoDA, Wesley was mentored by renowned architects Terrance Riley and Allan Shulman, as well as landscape architect Raymond Jungles. During this time of mentorship, he collaborated on numerous design projects such as private gardens, retail centers and boutique hotels. Wesley earned a Bachelor of Architecture degree at the University of Miami which included an Urban Design, Architectural Theory and History of Architecture program in Rome, Italy.

Professional Registration:

Registered Architect (Florida) AR97886

Registered Architect (Colorado) AR97886

National Council of Architectural Registration Board (NCARB) 516373

American Institute of Architects (AIA) 38045819

Charity and Community Contribution:

Make A Wish Foundation – Champion

Miami Music Project

Adjunct Professor: University of Miami

Visiting Critic: Florida International University



Kean Office for Design + Architecture, PA (KoDA), Miami Beach FL

Etnia Barcelona

224 NE 2nd Ave, Miami, FL

Completion: December 2016

Construction Cost: \$6,500,000

Scope of Work: The Interior design and space planning for a 4800 SF distribution/retail center for a Barcelona based eyewear brand. Scope of work included space planning, lighting design, life safety design, MEP design and construction management.

Solar Now: Bayfront Circle

Bayfront Park, Miami, FL

Completion Date: TBD

Construction Cost: Withheld upon client request

Scope of Work: The design of a roof-pavilion made of solar panels for the Bayfront Park Amphitheater

APizza Brooklyn

Coral Gables, Florida

Completion: June 2018

Construction Cost: Withheld at clients request

Scope of Work: Architectural space planning, life safety and Interior design of a new restaurant tenant.

Aviation Design Center

Dania Beach Florida 2016

Completion: February 2018

Construction Cost: \$1,200,000

Scope of Work: Architectural and Interior design of a new office building, including procuring city commission and zoning approvals for site plan and a new plat.



Design District Offices

Design District, Miami, FL

Completion: Summer 2017

Construction Cost: Withheld upon client request

Scope of Work: Interior Design/Office Tenant Improvement

Garden House

Bal Harbour, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Ocean Villa

Golden Beach, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Split House

Golden Beach, FL

Completion Date: TBD

Construction Cost: 1,400,000

Scope of Work: Architecture + Interior Design, Landscape design

Tradewinds Residence

Lauderdale By the Sea, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design



Meridian Courtyard

Miami Beach, FL

Completion Date: TBD

Construction Cost: TBD

Scope of Work: Architecture + Interior Design

Peak 4 Residence

Breckenridge, C.O.

Completion Date: Summer, 2018

Construction Cost: 1,200,000

Scope of Work: Architecture + Interior Design

Solar Plaza

Ft. Lauderdale, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design

4218 NE 2nd Ave-Mixed use Retail

Miami Design District, Florida

Date of Completion: 2019

Construction Cost: \$15,600,000

Scope of Work: Sub-contracted by K/R Architects to provide Architectural Project Management and consultant services for a 60,000SF mixed use, office above retail building.

Vida at The Point Townhomes (with KZ Architecture)

Aventura, Florida 2018

Date of Completion: 2017

Construction Cost: \$7,500,000



Scope of Work: Project Architect for a new 21,000 SF townhome development. These high-end luxury units have private rear yards and in some cases a rooftop terrace. The project team worked to procure City of Aventura Site Plan Approval for this complex and controversial development.

The Mansions at Acqualina *(with STA Architectural Group)*

Sunny Isles, Florida

Date of Completion: 2015

Construction Cost: \$50,000,000

Scope of Work: Interior Designer/Project Manager for 15,000 SF of common areas within the new high-rise development on Collins Avenue in Sunny Isles. The project team developed the interior design package along with the procurement of design materials for the project.

South Seas Beach House *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$28,000,000

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the existing 9 story 49,635 SF historical oceanfront hotel. The project includes the addition of a new 8 story structure on the West side of the existing hotel to capture the ocean views for a total of 68,950 SF of 118 hotel rooms, increased amenities, an enclosed courtyard and a 2 story pool side cabana.

The Savoy and Arlington Hotels *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$19,000,000

Scope of Work: Lead Designer/Project Manager of the complete restoration and renovation of two historic structures and the addition of four new building components with over 81,000 SF of new residential and commercial space. The overall complex will constitute a 145,000 SF boutique hotel with 134 units.

Collins Plaza Hotel *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$1,500,000

Scope of Work: Project Manager for the complete restoration of a historic lobby retrofitted to contain a new bar and lounge. The project team worked with the owner to procure City of Miami Beach design approval while serving as design & historic preservation consultant.



The Avalon Hotel (with Shulman + Associates)

Miami Beach, Florida 2011

Construction Cost: TBD

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the 23,313 SF historic Ocean Drive hotel. The project includes the transformation of 3 ground floor hotel rooms into an upgraded kitchen and an increase in amenities which include a new lobby, a new green screen trellis over an existing side yard and new window systems.

The Lincoln Theatre (H&M) (with Shulman + Associates)

Miami Beach, Florida 2010

Construction Cost: \$15,600,000

Scope of Work: Project Manager for the renovation, interior remodeling and expansion of a historic building into a retail space. The project team worked with owner to procure City of Miami Beach design approval and later served as Design Consultant for retail tenant H&M.

Design Competitions:

"Carnival" A Float for a Community, Barranquilla, CO 2010

Project Team: Wesley Kean

"Downtown" Seaplane Terminal Competition, Miami FL, 2011

Project Team: Wesley Kean, Peter Anselmo, Jose Navalujambo

Honorable Mention

http://www.bustler.net/index.php/article/check_out_the_2010_downtown_miami_entries/

"Reimagining the City" Tropic Magazine, Ft. Lauderdale FL, 2012

Project Team: Wesley Kean, Allan Shulman, Mike Gallea, Brand Gonzalez

Honorable Mention

http://www.powerschram.com/news/pdfs/Tropic_Village%20Scene_article.pdf

Awards + Accolades:

2017 AIA Florida Merit Award of Excellence – Aviation Design Center

2017 Best of Houzz Service Award

2016 AIA Miami Merit Award of Excellence 2016



March 5, 2018

To: 2016-2018 Planning and Zoning Board Members

From: Marlene M. Siegel, Town Clerk

RE: PLANNING & ZONING BOARD - REAPPOINTMENTS 2018-2020

Time is drawing closer for the expiration of your two-year term and we will be advertising for the appointment/reappointment of the positions on the Bay Harbor Islands Planning and Zoning Board. We will need to hear from you whether you wish to request reappointment to the Board.

Please respond to this inquiry by filling out the bottom portion and returning it to the Town Clerk's Office via mail or e-mail by **Friday, April 6, 2018**

Be assured that the Town Council appreciates your dedication and many hours of volunteer work for the good of the community.

Sincerely,

Marlene M. Siegel
Town Clerk

Robert Saland

Print your Name

- *****
Digitally signed by Robert Saland
DN: cn=Robert Saland, o, ou,
email=bobby@landmarkco.net, c=US
Date: 2018.04.06 11:36:06 -04'00'
- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

ROBERT F. SALAND

3050 Biscayne Blvd. Suite 300

Miami, Florida 33137

(305) 538-9552, Ext. 108

Key Accomplishments

- Founder of LANDMARK COMPANIES, INC. & LANDMARK DEVELOPMENT CORP.
- Historic restoration of over 300 units in Miami Beach's Art Deco District
- Acquisition and restoration of over 300 units in New York City.
- Developed an environmentally sensitive 50 acre ocean-front sub-division in East Hampton, N.Y.
- Developed over 4,000 apartments in South Florida

Professional and Community Affiliations

- Founder - Jackson Memorial Hospital
- Founder - Mount Sinai Hospital
- Member - Westview Country Club
- Lecturer - University of Miami Law School
- Affordable Housing Advisory Committee

Properties Developed Condominium

Meridian Court Condominium Miami Beach, FL	28 Units	The Roosevelt Condominium Miami Beach, FL	37 Units
900 Meridian Condominium Miami Beach, FL	24 Units	The Chelsea Condominium Miami Beach, FL	24 Units
The Sails Condominium Miami Beach FL	52 Units	Coral Key Condominium Margate, FL	364 Units
Mirassou Condominium Miami, FL	310 Units		

Affordable Housing Developments

Sunrise Commons Miami-Dade County, FL	106 Units	Woodside Oaks Miami-Dade County, FL	103 Units
Emerald Dunes Miami Gardens, FL	141 Units	Pine Meadows Jacksonville, FL	224 Units
London Arms Miami Beach, FL	58 Units	Stirling Apartments Davie, FL	251 Units
Riviera Plaza Miami Beach, FL	56 Units	Running Brook Miami-Dade County, FL	186 Units
Cedar Grove Miami Gardens, FL	288 Units	Park Villas Titusville, FL	160 Units
Lakeside Commons West Palm Beach, FL, FL	99 Units	City Vista Fort Lauderdale, FL	108 Units

City Heights Miami, FL	98 Units	Westgate Plaza West Palm Beach, FL	80 Units
City Crossings Miami, FL	103 Units	Quiet Waters Palm Beach County, FL	93 Units
Hampton Village Miami, FL	100 Units	Circle Creek Miami-Dade County, FL	100 Units
Willow Lake Miami-Dade County, FL	121 Units	Keys Crossing Miami-Dade County, FL	100 Units
Portland St. Petersburg, FL	68 Units	Dunbar Village West Palm Beach, FL	340 Units
Malibu Gardens Miami-Dade County, FL	259 Units		



March 5, 2018

To: 2016-2018 Planning and Zoning Board Members

From: Marlene M. Siegel, Town Clerk

RE: PLANNING & ZONING BOARD - REAPPOINTMENTS 2018-2020

Time is drawing closer for the expiration of your two-year term and we will be advertising for the appointment/reappointment of the positions on the Bay Harbor Islands Planning and Zoning Board. We will need to hear from you whether you wish to request reappointment to the Board.

Please respond to this inquiry by filling out the bottom portion and returning it to the Town Clerk's Office via mail or e-mail by **Friday, April 6, 2018**

Be assured that the Town Council appreciates your dedication and many hours of volunteer work for the good of the community.

Sincerely,

Marlene M. Siegel
Town Clerk

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

Print your Name

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2018-2020.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Oscar Sklar, AIA
Architect, General Contractor, Real Estate Developer

Education: Pratt University
Brooklyn, NY
Bachelor of Architecture

Registration: Florida, New York, Washington, D.C.
N.C.A.R.B.

Professional Experience:

Sklarchitecture	2001 to Present
Gambach - Sklar Architects	1990 - 2000
Sklar Arkitekts, Inc.	1972 - 1990
William Dorsky & Associates	1970 - 1972
Isaac Sklar & Associates	1969 - 1970
Philip R. Braden & Associates	1967 - 1969
Morris Lapidus & Associates	1965 - 1967

Schools: A-1 Ethel Koger Beckham Elementary School
Kendale Lakes Elementary School Renovations
Royal Green Elementary School Renovations
South Dade Senior High School Renovations
Lehrman Day School Early Childhood Elementary School
Hebrew Academy Campus

Religious Institutions: Cuban Hebrew Congregation of Miami

Community Service: Member - Design & Review Committee - Bay Harbor, Fl.
Vice President, Bay Harbor Development Association
Board of Directors-Pasternak Montessori School- Miami Beach, Fl.
Member of the Boar of Directors, Downtown Miami Partnership
Member, Planning Board, Surfside, Florida
Board of Directors, Cuban Hebrew Congregation of Miami
Board of Education, Temple Emanu-El
Member, Board of Realtors, Miami Beach, Florida
Member, Convention Center Advisory Board, Miami Beach, Fl.
Member, American Institute of Architects, Government Affairs
Member, Greater Miami & The Beaches Hotel Association

Residential: Several Privates Residences

Furniture Showrooms: Casa Bella Showroom, Miami, Florida
Casa Bella Showroom, New York, New York

Single Family Residences: Over 100 Builder Spec Homes
Several Private Custom Homes, Bay Harbor, Bal Harbour,
Surfside, Keystone Point and South Beach, Florida.

**Apartment Buildings
And Condominiums:**

The Terraces, Miami Beach, Florida
Surfside Palms Condominium, Surfside, Florida
Ocean 91 Condominium, Surfside, Florida
Marbella Condominium, Surfside, Florida
Bella Venetia Towers, Miami Beach, Florida
Byron Bay Condominium, Miami Beach, Florida
Byron Park Condominium, Miami Beach, Florida
Abbott Gardens Condominium, Miami Beach, Florida
Bay Harbor 101 Apartments, Bay Harbor, Florida
Champlain Tower East Condominium, Surfside, Florida
Harding Court Condominium, Miami Beach, Florida
Byron 76 Condominium, Miami Beach, Florida
Ocean 73rd Lofts, Miami Beach, Florida

Townhouses:

Lagomar Townhouses, Dade County, Florida
Hollywood Townhouses, Hollywood, Florida
Kotler Townhouses, Bay Harbor, Florida
ECCO- Bay Harbor Islands, Florida

Banks:

Capital Bank (Now Regions Bank)
Downtown Miami, Florida
Corporate Headquarters Interiors
Fort Lauderdale, Florida
Main Branch, North Bay Village, Florida
Executive Office, North Bay Village, Fl.
41st Street Branch, Miami Beach, Florida
Kendall, Florida
Oakland Park, Florida
Adams Morgan Branch, Washington, D.C.

Union Federal Bank (Now Miami Savings Bank)
Downtown Miami, Main Offices
Executive Offices, Miami, Florida
S.W. 8th Street, Miami, Florida
Washington Avenue, Miami Beach, Fl.

Executive Offices:

Savitt Consultants, Bay Harbor, Florida
Dr. Rauch, Perodontics Offices, Bay Harbor, Florida
Dr. Velasco, Dermatologist Offices, Bay Harbor, Florida
Dr. Scheib, Dermatologist Offices, Bay Harbor, Florida
Dr. Eisner & Baumel, Neurologist Offices, Bay Harbor Fl.

Office Buildings:

Lincoln Center Mall, Miami Beach, Florida
Harbor Plaza, Bay Harbor, Florida
Mc Crory's - Retail Building
Carrien Building, Jewelry Center, Miami, Florida
Capital Plaza I & II - Kendall Dr. Kendall, Fl.
Capital Plaza - Oakland Park, Fl.
KC Property - Bay Harbor Islands, Fl.
1080-1090 Kane Concourse, Bay Harbor Islands, Fl.
Concourse Terrace I & II, Bay Harbor Islands, Fl.

2018 - 2020

**NEW INTERESTED
RESIDENTS
INFORMATION**

Jim Angleton

1371 96 Street Bay Harbor Islands FL 33154

Jim@AegisFinServ.com

305-710-2000

April 12, 2018

Alba L. Chang, CMC

Deputy Town Clerk

Bay Harbor Islands

Via Email: achang@bayharborislands-fl.gov

RE: Letter of Interest Serving on Planning & Zoning Board

Dear Ms. Chang, Mayor Leonard & Town Council Members:

Please accept this letter as my expression of interest serving on the Planning & Zoning Board for our Community. Below represents condensed personal biography and experience requested for appointment consideration. As a 22 year resident of Bay Harbor Islands and a second generation Miamian, I have the time to serve and am interested in preserving the future for generations plus addressing the present which shapes our lifestyle plus Community.

Personal Details:

- 35 year Career Commercial Real Estate Lender and previous owner of two OCC Charter Banks in Miami.
- PUD, Hi Rise, SFR Detached, Residential Lender. Financing Projects: Doral, Keys Gate, Bay Point, CocoPlum, Three Ritz Carlton Hotels (FL), Williams Island Du Cap, Acqualina 1, Fisher Island (3 Bldgs) Skyline Condominium, Icon and Multifamily Conventional and Nonconventional projects.
- Served City of Miami Code Enforcement Board for 8 years
- Present Board of Director, City of Miami Housing & Commercial Lending Authority (8 yrs service)
- Past Chairman of Board, Neighborhood Lending Partners. State of FL Bankers Consortium lending CRA qualified funds. Member for 28 years
- Past Board of Director & Trustee Member Beacon Council
- Developed more than 1 Million Square feet of family owned CRE (most of Biscayne Blvd)
- Member Florida Real Estate Commission and Licensed Realtor (30 years, non-practicing)
- Special Envoy US & UN, Knights of Malta. Prior of Florida, Caribbean & LatAm
- CEO of Aegis Finserv Corp.(US Military & LE Financial Partner)
- UM: Finance & International Political Science
- UNC: Architecture & PUD Design
- Institute of Finance: Degree: Banking & Review Appraiser
- Second Generation Miamian, married 30 years and twin 28 yo Daughters

I hope the aforementioned information is sufficient and in the event you require additional information, it can be found on my LinkedIn Profile.

Cordially,
Jim Angleton

Juan Rafael Diaz - Estrada

9111 E BAY HARBOR DR., 2F
BAY HARBOR ISLANDS, FL 33154
954-639-2771
Jrde127@gmail.com

OBJECTIVE

Apply my Knowledge, Ability, and Skill attained in 31 years with Miami-Dade County to a betterment of humanity.

PROFESSIONAL EXPERIENCE

2010 – 12/31/2017

Miami Dade County –Regulatory and Economic Resources

- **Special Project Manager – Special Project Unit**

Responsibilities-

- ❖ A team leader that oversaw the proficiency at preparing, maintaining and explaining a variety of narrative and statistical reports, cost benefit analysis, spreadsheets, completing various forms, schedules and correspondence therefore having a working knowledge of all hard and software, applications etc. utilized by the Enforcement section is necessary.
- ❖ Collaborated with administrative oversight and coordinating section support to improve efficiency and effectiveness of the overall Enforcement Section by developing and implementing small and large-scale projects
- ❖ Lead on multi-level operational needs, assisted with managing employee relations and made suggestions on providing high quality customer service
- ❖ Wrote, implemented, and maintained standard operation procedures (SOP) via available technology resources, training and coordinating processes and procedures and standardizing work-related functions which was critical with time sensitive implementation of new or existing departmental rules, regulations and policies relating to enforcement
- ❖ Developed initiatives, best practices, conducted research, utilized available technology, recommended efficient and effective changes in work related processes, procedures and equipment
- ❖ Managed administratively with supervision of RER Compliance Officers engaged in field and office activities related to enforcement, recommendations and coordinated work-related activities to ensure daily workloads stay within established goals
- ❖ Reviewed field and office work to ensure staff performance meets or exceeds score card measures
- ❖ Assisted in the reviewing county records necessary to complete investigations or requests for assistance
- ❖ Directed in developing and implementing enforcement procedures and methodologies; recommended changes in existing Miami-Dade County rules, regulations and ordinances relating to the enforcement

- ❖ Conducted field inspections of alleged Code violations for verification and determination of responsible parties via technical legal abstracting of personal and private property; interprets legal descriptions of parcels of land to accurately determine the precise location of plated and un-platted property. Prepared code violation and investigation reports, issued civil violations, participated or oversaw quasi-judicial administrative and judicial hearings; prepared criminal case exhibits and civil case summaries in conjunction with County Attorney's Office and State Attorney's Office
- ❖ Served as liaisons between complainants, violators, property owners, homeowner groups, trustees, hearing offices, attorneys, service specialist, and RER compliance officers; coordinated multi-agency enforcement actions, as required. Contributed to quarterly newsletters and other publications as required. Attended community meetings and made public presentations as required. Reviewed complex complaints with citizens or local groups; developed action plans and shared them with the community as a means of providing and understanding code enforcement actions
- ❖ Performed other work-related duties as required. All mentioned objectives were outstanding completed. Performance Evaluations are available upon request.

1999 - 2010
Compliance

Miami-Dade County – Team Metro/Office of Neighborhood

- **Neighborhood Compliance Supervisor**

Responsibilities-

- ❖ Planning, assigning and reviewing the work of neighborhood compliance officers engaged in field and office activities related to the enforcement of County zoning ordinances.
- ❖ Providing advice on field and office work problems, developing non-judicial solutions to code violations, coordinating enforcement activities with a variety of officials and organizations, overseeing completion of service requests and various statistical reports, and developing recommendations for improved enforcement activities.
- ❖ Exercise considerable independent judgment in the coordination and resolution of various County Code enforcement issues.
- ❖ Supervising staff of neighborhood compliance officers and service representatives engaged in various phases of compliance activities.
- ❖ Served as Miami-Dade County prosecutor in Quasi-Judicial hearings.

Accomplishments- Increased the number of the four major enforcement categories: open cases by 103%, closed cases by 89%, Civil Violation Notices by 210%, and Notice of Violations by 37%; implemented office procedures adopted by the department, such as Case Staffing Reports; Responses in writing to citizens; Office Personnel Data Base Reports; Tangible Performance Measurements Report for Outreach staff; Case Management Training; member of Team Metro policy and procedure committees; assisted in implementing Outreach events such as *Festival Navideño*, Pride Week, Toys for Tots, and Fiesta in the Park; assisting in Pride Week, Agriculture and Cattle Expo, and Hurricane Expo.

1994-1999

Miami Dade County –Enforcement Transportation Regulation

- **Passenger Transportation Enforcement Officer**

Alba Chang

From: Marlene Siegel
Sent: Wednesday, April 18, 2018 9:10 AM
To: Alba Chang
Subject: FW: Town's Planning & Zoning Board
Attachments: RESUME 2017 MDC.docx

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Fax: 305-866-4863
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>
 <https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: JUAN RAFAEL DIAZ-ESTRADA [<mailto:jrde127@gmail.com>]
Sent: Friday, April 13, 2018 2:43 PM
To: Marlene Siegel
Cc: JOHN BEJUCAL
Subject: Town's Planning & Zoning Board

Good afternoon,
I have been a full time resident of Bay Harbor Islands since 2013. Last December, I retired from Miami-Dade County, Regulatory and Economic Resources Department (**before was Building, Planning & Zoning**) after 31 years of services. I have a vast experience in land use and zoning law. I am interested in volunteering to serve in the Town's Planning & Zoning Board. Attach is my resume. Should you have any question, please, do not hesitate to contact me.

Sincerely,

Juan Rafael Diaz-Estrada, MPA

Death asked Life: Why does everyone love you and hate me.

Life replied: Because I am a beautiful Lie and you are a painful Truth.

La muerte le pregunto a la Vida: Por que todos te aman y me odian a mi.

La vida respondio: Porque soy una Hermosa mentira y tu eres una verdad dolorosa.

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov

Message Score: 40

High (60): Pass

From: jrde127@gmail.com

My Spam Blocking Level: High

Medium (75): Pass

Low (90): Pass

[Block](#) this sender

[Block](#) gmail.com

This message was delivered because the content filter score did not exceed your filter level.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

MARC A. GIDNEY

**10101 East Bay Harbor Drive
Unit 704/705
Bay Harbor Island, Fl. 33141**

VITAE

Professional Certification and Affiliations:

Certified Public Accountant, State of Florida since 1979
Member American Institute of Certified Public Accountants
Member of Florida Institute of Certified Public Accountants
Current and Past member of the Florida Bar Grievance Committee
Past President of FICPA Gold Coast Chapter
Member of City of Miami Beach Budget Advisory and Audit Committees

Education:

Masters of Accounting - University of Miami, 1976
Bachelor of Business Administration - University of Miami, 1975
Numerous courses on a continuous bi-yearly basis for Florida required continuous education in taxation, auditing, litigation support activities, non-profits, CIRA, property development and construction, government, and other miscellaneous subjects related to the profession of accounting.

Experience:

Owner of Gidney & Company, PA, CPAs 2001 - Present
Partner of Kirsh, Gidney & Company, CPAs 1980-2000
Professional Personal Representative and Trustee to Non-Pro

During my career, I have been involved in the many facets of the business and profession including but not restricted to the overall topics of Business Management consultations, Property construction and development, Hotel and Apartment management, Forensic and Fraud accounting, Taxation, Audit, and Insurance Business Valuation loss consulting.

Alba Chang

From: Marlene Siegel
Sent: Tuesday, April 24, 2018 3:20 PM
To: Alba Chang
Subject: FW: Application for Bay Harbor Committees
Attachments: My Resume 04-24-18.pdf

FYI, for both committee and Board.

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Fax: 305-866-4863
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>
 <https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: Scott [<mailto:billyscotth@yahoo.com>]
Sent: Tuesday, April 24, 2018 3:01 PM
To: Marlene Siegel
Subject: Application for Bay Harbor Committees

Dear Marlene,

I recently heard there are a few openings in some of the committees in Bay Harbor. I'm attaching my resume as application for the Planning & Zoning Committee and although I believe my professional experience would be best suited for the P&Z, if I am not accepted on that committee I'm also interested in applying for the Parks and Recreation Committee.

Please let me know if there are any other requirements or if you need anything else for the application.

Sincerely,

Scott Hannon
Tel. 305-866-9893

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov [Remove](#) this sender from my allow list
From: billyscotth@yahoo.com

You received this message because the sender is on your allow list.

WILLIAM (SCOTT) HANNON

9160 West Bay Harbor Dr., Bay Harbor Islands, FL 33154 Phone: 305-866-9893

OBJECTIVE



Being a Bay Harbor stake holder both as a long time resident as well as an East Island multi family property & business owner I would like to serve on the Planning and Zoning board in efforts to help guide and encourage attractive and compatible new construction and development in Bay Harbor Islands. I believe my indepth and diverse professional Real Estate back ground as well as my past & present activities in and for Bay Harbor Islands provides more than enough qualifications to bring value to the board as well as the island.

EXPERIENCE

1992- Present G&S Development Corp. Bay Harbor Islands, FL.
President

- Implemented & or supervised all land acquisition & assemblage activities, cc financing, land development, construction, closure, marketing and Sales of over 11: the Miami-Dade County Area.

1997-Present G&S Realty Advisors Corp. Bay Harbor Islands, FL.
President/Broker

- Participated in the sale, leasing and or management of over \$270 Million of various types of residential and commercial real estate in the Tri-County Areas of S. Florida.

1997-Present 234 West Flagler Holdings LLC. Bay Harbor Islands, FL.
Managing Member

- Implemented land assemblage of the majority of a city block in Down Town Miami CBD district.

1996-Present Park Place Partners Inc. Bay Harbor Islands, FL.
President

- Implemented multifamily rental property acquisitions and management.

1988-1989 Block Publishing/ Tiger Software Coral Gables, FL.

- Started as an intern in the marketing department, was quickly offered a position in sales, then promoted to sales manager.

1990-1992 Bellavista Investments Inc. Miami, FL.
Vice President:

- Implemented & or Supervised Construction, Development and Sales for a 100 home Real Estate Development.

EDUCATION

- 1986–1988 Florida International University Miami, Fl.
- B.A., Business Administration and Real Estate Finance.
 - Acknowledgments: Ronald H. Vogal Memorial Award for Marketing & Sales

1984-1986 Miami-Dade Community Colledge Miami, Fl.

- A.A. Associate in Arts degree

1981-1994 Coral Gables High School Coral Gables, Fl.

- Graduate

OTHER:

2002 +/- Member of Bay Harbor Islands Charrette committee

2005 – 2006 +/- Member of the Bay Harbor Islands, Design Review Committe

2005- Present Bay Harbor Development Association Bay Harbor Islands, Fl.

President

Non-Profit Business Association created to promote and increase business & economic development activity and opportunity in Bay Harbor Islands.

- Personally responsible (on behalf of the association) for:

- a) the dedication of the Romero Britto “For You” Heart Sculpture located on Kane Concourse
- b) Movie Night in the park formally known as Island Indies
- c) Bay Harbor Island’s former Sister Cities Program
- d) Countless in town events including but not limited to: Art walks, Taste of the Town, I Love Bay Harbor Valentines day shopping experience, Music events and more.

2000 – Present Down Town Development Authority

- Have been a member of or participated in numerous current and previous committes including but not limited to:
 - a) Main Street Committee, b)Marketing & Economic Development Committee,
 - c) Urban Design & Transport Committee, d) Master Plan Committee

Marlene Siegel

From: Roger Santana <rs1228@gmail.com>
Sent: Monday, April 23, 2018 2:52 PM
To: Marlene Siegel
Subject: Re: email

Dear Marlene,

I would like to be considered for P&Z this time around.

The City officials as well as the council knows everything about me and what I could bring to the table.

I'm currently out of the country and will be back on May 1st and hopefully this email can serve as me "throwing my name in the hat" for the upcoming P&Z team selection.

Thank you and see you soon!

Roger

On Apr 23, 2018, at 3:07 PM, Marlene Siegel <msiegel@bayharborislands-fl.gov> wrote:

Roger, Kathleen asked me to send you my email address. See below.

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Fax: 305-866-4863
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>
<image001.png><https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov [Remove](#) this sender from my allow list
From: rs1228@gmail.com

You received this message because the sender is on your allow list.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

July 18, 2017

My name is Roger Santana and I would like to apply for the Planning & Zoning position of the Town of Bay Harbor Islands.

Since my family and I moved to Bay Harbor Islands, I've been trying to get involved and give my contribution to the best place we've ever lived. If chosen, I'll gladly accept it and will do my very best working with P&Z as well as all departments of the Town Hall, including the council.

I'm originally from Brazil, where I graduated Law school. Moved to the US in 1985. Lived in Stillwater, MN till 87...accepted a position at the Brazilian Embassy in Washington DC where I was the head of the commercial department for 13 years, where we implemented and developed several programs to facilitate and improve trading between the two countries.

In 2000 I was hired by Deutsche Post to develop a charge back system that in less than a year was being used in over 30 countries.

In 2005, Deutsche Post became DHL and the company decided to move the headquarters to Weston, FL. I accepted the invitation. Stayed with DHL for 3 years and decided to part ways and create my own logistic company (Pectrade) that has been growing substantially ever since.

We moved to Bay Harbor Islands in the summer of 2015...it was love at first sight. From the very beginning, I wanted to do something to improve the quality of life on the island...noticed several areas that needed improvement such as pedestrian safety, traffic areas that needed changes, among others.

I am strong supporter of sustainability. This would probably be the biggest topic of my agenda if I would have gotten elected to town council in the last election. I have a great relationship with all members of the City Council, Town Manager as well as everybody working for the city...but most importantly is that I believe I left a good impression with the residents of Bay Harbor Islands.

I'm a team player and I use common sense to judge and make decisions. But I believe I'm best at dealing with possibilities that can become reality and always looking for alternatives and well planned solutions for any project.

I have the time, experience and willingness to help and give back to the city that provided me and my family such an amazing place to live.

A handwritten signature in blue ink, appearing to read 'Roger Santana', with a stylized, cursive script.

Roger Santana

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a request for appointment to the Parks & Recreation Committee. The Committee currently has one vacant seat . Enclosed are copies of resumes and letter of interest from residents.

DESCRIPTION:

The Town Clerk's Office advertised the vacant seat for the Parks & Recreation Committee and received a total of two (2) resumes from residents. The vacant space is to fill the seat that was previously taken by Committee Member Luciana Arestegui. The term will expire June, 2019.

Enclosed are copies of the resumes.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Parks and Recreation Committee	Parks and Recreation Committee.pdf
----	--------------------------------	------------------------------------

TOWN OF BAY HARBOR ISLANDS

PARKS & RECREATION COMMITTEE

New interested residents:

- Paul Basile
- Linda Zilber

Marlene Siegel

From: Paul Basile <miamirealestate@gmail.com>
Sent: Monday, April 23, 2018 2:33 PM
To: Marlene Siegel
Subject: Paul Basile: Resume for Parks & Recreation Committee Bay Harbor Island's
Attachments: ATT00001.htm; BASILE Real Estate Resume 2012.doc; ATT00002.htm

Third attempt.
See below.
Please confirm receipt.
Thank you
Paul Basile

Begin forwarded message:

From: Paul Basile <miamirealestate@gmail.com>
Date: April 23, 2018 at 2:06:25 PM EDT
To: mmarante@bayharborislands.net
Subject: Fwd: Paul Basile: Resume for Parks & Recreation Committee Bay Harbor Islands

See below and attached

Paul Basile P.A. MBA
Broker Associate
Douglas Elliman Real Estate
1021 Kane Concourse
Bay Harbor Islands, FL 33154

miamirealestate@gmail.com
Cell (305) 582-MIAMI
Cell (305) 582-6426
Skype: miamibroker
Twitter: @paulmbasile
www.brokerbasile.com

Begin forwarded message:

From: Paul Basile <miamirealestate@gmail.com>
Date: April 18, 2018 at 6:10:30 PM EDT
To: mmarante@bayharborislands.net
Subject: Paul Basile: Resume for Parks & Recreation Committee Bay Harbor Islands

Dear Marlene Marante,

Kathleen Kennedy suggested that I send you my resume regarding a potential open seat with the Bay Harbor Islands Parks & Recreation Committee.

I have been a resident of Bay Harbor Islands for the last thirteen years and I have seen many improvements on the islands. I would like to be part of Parks & Recreation Committee to continue the work of the current members in providing great parks and recreational activities to my neighbors.

My resume is attached.

Paul Basile P.A. MBA
Broker Associate
Douglas Elliman Real Estate
1021 Kane Concourse
Bay Harbor Islands, FL 33154
miamirealestate@gmail.com
Cell (305) 582-MIAMI
Cell (305) 582-6426
Skype: miamibroker
Twitter: @paulmbasile
www.brokerbasile.com

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov [Remove](#) this sender from my allow list
From: miamirealestate@gmail.com

You received this message because the sender is on your allow list.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

PAUL M. BASILE

9240 West Bay Harbor Drive #5C, Miami Beach, FL 33154
Cell (305) 582-6426 miamirealestate@gmail.com

QUALIFICATIONS SUMMARY

Successful Real Estate Professional with twenty one years of diverse sales and business development experience. Known and respected for exceeding employer quotas and client expectations. Proven ability in all aspects of the sales process: thorough pre-call preparation, dynamic interpersonal tools, excellent closing skills and long term relationship building abilities.

PROFESSIONAL EXPERIENCE

Douglas Elliman Florida, Miami Beach, FL
Broker Sales Associate

AUG 2002-Present

- *Top Sales Producer Level* receiving the highest commission split offered due to high sales volume and closed sales on 100% of offered properties in Miami Beach.
- Named Miami's *Best Relocation Real Estate Broker* in 2006 and in 2007 by Miami's 'Sunpost Magazine'
- Represent buyers and sellers of waterfront homes and condominiums throughout South Florida while developing strong, long-term customer relationships.

Rival Networks, Inc., Seattle, WA
Senior Sales Director

OCT 1999-APRIL 2001

- Worked with a team of 8 sales people to sign 4 year contracts with over 600 web site publishers covering the latest news from the NCAA, NFL, NHL, NBA, and MLB.
- Developed and managed the successful launch of the Rivals.com NHL Network, consisting of 35 sites.
- Created launch plan for NHL hockey network: conceived business strategies, established sales and marketing incentives, researched key target sites, and created affiliate alliances.
- Recruited website publishers to sign four-year contracts and become members of the network.
- Utilized great negotiation skills and tact while working as a liaison between the NHL Network and the shared Rivals.com resource departments including technology, e-commerce, business development, legal, and creative services.

Boston University, Boston, MA
Manager of Corporate Relations & Sales

JAN 1998-SEPT 1999

- 'Manager of Corporate Relations & Sales' position was originated and created specifically for me as my responsibilities increased and the marketing department grew in size and revenue.
- Generated new marketing revenue streams for Athletic Department through the development of innovative advertising sponsorships including multi-media packages, arena signage, in-game promotions, program advertising, and season-long sponsorships resulting in hundreds of thousands of dollars from previously untapped revenue streams.
- Exceeded sales quota by 25% generating over \$300,000 in corporate sponsorships per year.
- Negotiated and finalized sponsorship contracts with national and local advertisers.
- Oversaw Athletic Department Sports Marketing Staff including three full time employees and ten work-study students.

PAUL M. BASILE

9240 West Bay Harbor Drive #5C, Miami Beach, FL 33154
Cell (305) 582-6426 miamirealestate@gmail.com

Boston University, Boston, MA
Director of Sports Marketing

OCT 1992-DEC 1997

- 'Director of Sports Marketing' position was created for me as a result of increased department revenue and the hiring of additional staff.
- Exceeded advertising sales quota by 100% for three consecutive years.
- Developed Promotions Office from a non-revenue producing operation into a successful money making organization generating over \$250,000 in annual sponsorships for the Athletic Department.
- Increased souvenir sales 202% at football, basketball, and ice hockey games by developing new product lines and creating more convenient distribution channels for potential customers.
- Produced and sold football and basketball season passes resulting in thousands of new dollars and increased attendance at our events.

Wunderman Worldwide, New York, NY
Media Account Executive

JAN 1992-SEPT 1992

- Coordinated direct response broadcast advertising for NordicTrack Exerciser.
- Wrote and compiled an extensive NordicTrack competitive report which was used as a guide to future advertising plans and to defend NordicTrack's position as the leader in fitness equipment.
- Developed Sports Illustrated's national and regional direct response advertising plans with targeted marketing campaigns that included subscription incentives based on team loyalties.

Saatchi & Saatchi Advertising, New York, NY
Media Account Executive

NOV 1988-DEC 1991

- Researched, created, and implemented multi-million dollar media plans.
- Planned advertising media strategies utilizing national and local media vehicles including network, spot, and cable television, radio, magazines, outdoor signage, and newspapers.
- Won the Walter Teitz Award for creative use of media on the Mexico Department of Tourism account by developing 2 ½ minute travel documentaries that were aired as editorial features on The Discovery Channel and local news programs.
- Successfully promoted the First Annual Cancun Jazz Festival resulting in a sold-out event.
- Worked on the following accounts:

Johnson & Johnson/Tylenol
Northwest Airlines

General Mills/Kix
Burger King

Mexico Tourism
Lexus Auto

EDUCATION

Masters of Business Administration, General Management,
Graduate School of Management, Boston University, Boston, MA

SEPT 1999

Bachelor of Arts in Economics and Communications
College of Arts & Sciences, Boston College, Chestnut Hill, MA

MAY 1988

SKILLS/TECHNICAL EXPERIENCE

- Conversational proficiency in Spanish, Studied Classical Latin for 1 year
- Currently have passports for the United States and Ireland, which allow me to work within the United States and the European Union.
- Successfully completed Miami Marathon 26.2 miles 2005, 2006, 2007; Miami Half Marathon 2008, 2011

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: Linda Zilber [mailto:lindazilber@yahoo.com]
Sent: Tuesday, January 23, 2018 4:29 PM
To: Marlene Siegel
Subject: Re: RE: Parks and Rec comm.

Kathleen said that there were and JC told me to send this note to you.

On Tuesday, January 23, 2018, 4:16:29 PM EST, Marlene Siegel <msiegel@bayharborislands-fl.gov> wrote:

Linda, I wanted to confirm that I received your email; however, there are no current openings in the Parks and Rec committee. I will keep it for future use.

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Fax: 305-866-4863
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>



<https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: Linda Zilber [mailto:lindazilber@yahoo.com]
Sent: Thursday, January 18, 2018 4:14 PM
To: Marlene Siegel
Subject: Parks and Rec comm.

I feel like I have a lot to offer and would like to serve on this committee. I have worked with all of our residents of every age. I know our laws and know programs that would benefit all of us.

Thank You,
Former Mayor Linda Zilber

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov [Remove](#) this sender from my allow list
From: lindazilber@yahoo.com

You received this message because the sender is on your allow list.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Alba Chang

From: Marlene Siegel
Sent: Tuesday, April 24, 2018 3:28 PM
To: Alba Chang
Subject: FW: RE: RE: RE: Parks and Rec comm.

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Fax: 305-866-4863
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>
 <https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: Linda Zilber [mailto:lindazilber@yahoo.com]
Sent: Friday, April 20, 2018 8:28 PM
To: Marlene Siegel
Subject: Re: RE: RE: RE: Parks and Rec comm.

yes and yes and yes-TY

On Friday, April 20, 2018, 12:07:42 PM EDT, Marlene Siegel <msiegel@bayharborislands-fl.gov> wrote:

Linda, just so that I'm clear, is it your intention to apply for the committee at this time?

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Office: 305-866-6241

Fax: 305-866-4863

E-mail: msiegel@bayharborislands-fl.gov

Website: <http://www.bayharborislands-fl.gov>



<https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: Linda Zilber [mailto:lindazilber@yahoo.com]

Sent: Tuesday, January 23, 2018 4:36 PM

To: Marlene Siegel

Subject: Re: RE: RE: Parks and Rec comm.

TY

On Tuesday, January 23, 2018, 4:31:11 PM EST, Marlene Siegel <msiegel@bayharborislands-fl.gov> wrote:

Sorry you were misinformed. There are no openings for the committee at this time. I will let you know for sure when there's a vacancy.

Marlene M. Siegel, CMC

Town Clerk

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

Office: 305-866-6241

Fax: 305-866-4863

E-mail: msiegel@bayharborislands-fl.gov

Website: <http://www.bayharborislands-fl.gov>



<https://www.facebook.com/msiegelbhi>

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a resolution requested by Council Member Leonard expressing support and encouragement to the City of Weston and other municipalities regarding their pending litigation seeking a declaration that the provisions set forth in Section 790.33, Florida Statutes, punishing elected officials for violating the preemption relating to the regulation of firearms and ammunition, are invalid. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Regulation on firearms	Regulation on firearms.pdf
----	------------------------	----------------------------

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, EXPRESSING SUPPORT AND ENCOURAGEMENT TO THE CITY OF WESTON AND VARIOUS OTHER MUNICIPALITIES AND MUNICIPAL OFFICERS REGARDING THEIR PENDING LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS SET FORTH IN SECTION 790.33, FLORIDA STATUTES, PUNISHING ELECTED OFFICIALS FOR VIOLATING THE PREEMPTION RELATING TO THE REGULATION OF FIREARMS AND AMMUNITION, ARE INVALID.

WHEREAS, over the past several years there have been an unprecedented number of mass shootings in American communities including, most recently, at Marjory Stoneman Douglas High School in Parkland, Florida; and

WHEREAS, in Section 790.33, Florida Statutes, the State of Florida (a) declared that it is occupying the whole field of regulation of firearms and ammunition, to the exclusion of all existing and future county or Town ordinances, regulations, or rules, (b) purports to prohibit the enactment of any future ordinances or regulations “relating to firearms,” and (c) also purports to create potential liability for damages for actions other than ordinances and regulations, including any “measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced”; and

WHEREAS, the purported preemption, by using the terms “relating to firearms” and “any measure, directive, rule, enactment, order of policy promulgated,” is extremely broad and vague, and could apply to a panoply of measures that the Town might like to consider enacting, including the restricting of guns in Town facilities and parks, the placing of signs relating to guns in Town facilities and parks, the regulation of gun accessories (such as holsters, high capacity magazines, or bump stocks) or the creating of “gun free zones” or “gun safe zones”; and

WHEREAS, the potential violation of the broad and vague preemption of firearm regulation in Section 790.33 Florida Statutes, carries the risk of onerous and punitive consequences, including but not limited to damages up to \$100,000 and fines up to \$5,000 (for which the official may be personally liable), removal from office by the Governor without due process of law, and a prohibition of the use of public funds to pay or reimburse the official for fines, damages or defense costs (collectively, the “Onerous Preemption Penalties”); and

WHEREAS, as a result of the Onerous Preemption Penalties, the Town Council and its members fear taking any steps that could even remotely be viewed as a violation of the preemption, creating a chilling effect upon Town action and preventing the Town Council from responding to the petitions and requests of the Town’s residents to do something to protect against the dangers of firearms; and

WHEREAS, members of the Town Council may desire to consider various reasonable measures related to firearms but have refrained from doing so because they could possibly be viewed as falling under the preemption and be subjected to the Onerous Preemption Penalties; and

WHEREAS, the Onerous Preemption Penalties strike at the core of the American system of democratic representation; they suppress the voice of the local electorate through intimidation of local elected officials; and

WHEREAS, on February 28, 2018, the City of Weston passed Resolution 2018-30, authorizing and directing its Village Attorney to file a lawsuit seeking a declaration that the provisions punishing elected officials set forth in Section 790.33, Florida Statutes, for violating the preemption related to the regulation of firearms and ammunition are invalid (“Lawsuit”), and invited other local governments to join the Lawsuit;

WHEREAS, on April 2, 2018 the City of Weston, joined by nine other municipalities and various municipal officers thereof, filed their Complaint for Declaratory Relief in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Town of Bay Harbor Islands, Florida as follows:

Section 1. That the Town of Bay Harbor Islands supports and encourages the City of Weston and others seeking to challenge the Onerous Preemption Penalties referenced in the Leon County Circuit Court Action.

Section 2. The Town Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County.

Section 3. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14TH day of May, 2018.

ATTEST:

STEPHANIE BRUDER
MAYOR

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM:

CRAIG SHERMAN, ESQ
TOWN ATTORNEY

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 9.

ITEM: Approval of the Federally Funded Sub award and Grant Agreement with the Federal Emergency Management Agency reimbursing the Town \$215,44.27 for expenses incurred for cleanup and recovery efforts after Hurricane Irma.

DESCRIPTION:

After Hurricane Irma, the Town's recovery and cleanup costs totaled \$251,606.39. Since this storm was a Declared Emergency by both the President of the United States and the Governor of Florida, local municipalities are eligible for reimbursement for most of the recovery and cleanup costs. Per the declaration, FEMA will reimburse the Town 85% of the cost. The remaining 15% is divided up equally between the State and the Town. The breakdown is as follows.

FEMA Reimbursement: \$215,544.27

State Reimbursement: \$ 18,031.07

Town Share: \$ 18,031.05

Total Cleanup and Recovery Cost: \$251,606.39

The agreement being approved today is for FEMA's portion.

RECOMMENDED ACTION:

Staff recommends approval of the agreement.

FINANCIAL ANALYSIS:

Approval of this item will have a positive fiscal impact on the Town as it will reimburse the Town for costs incurred in the cleanup and recovery efforts after Hurricane Irma.

BUDGET IMPACT:

Submitted By: Juan C Jimenez, Assistant Town Manager
Juan C Jimenez, Assistant Town Manager

ATTACHMENTS

1.	DR 4337- Bay Harbor Islands, Town of Funding Agreement	DR 4337- Bay Harbor Islands, Town of Funding Agreement.pdf
----	--	--

Contract Number: Z0040**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

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

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

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

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

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

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

Sub-Recipient's name:	<u>Town of Bay Harbor Islands</u>
Sub-Recipient's PA ID/FIPS Number:	<u>086-03975-00</u>
Sub-Recipient's unique entity identifier:	<u>081822603</u>
Federal Award Identification Number (FAIN):	<u>4337DRFLP0000001</u>
Federal Award Date:	<u>9/30/2017</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>9/4/17 - 3/10/18</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>9/10/17-3/10/19</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$215,544.27</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$215,544.27</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$215,544.27</u>
Federal award project description (see FFATA)	<u>Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>

Name of pass-through entity:	<u>Florida Division of Emergency</u> <u>Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

Lililita Forbes
2555 Shumard Oak Blvd. Ste. 360
Tallahassee, FL 32399-2100
Telephone: 850-815-4419
Email: Lililita.Forbes@em.myflorida.com

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

Telephone: _____
Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.77, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Project List”). **The maximum reimbursement amount for the entirety of this Agreement is Two Hundred Fifteen Thousand, Five Hundred Forty-Four dollars and Twenty-Seven Cents. (\$215,544.27).**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

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

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

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

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

awards; and,

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

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

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

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

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

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

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

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

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

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

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

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

(13)MONITORING.

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

review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

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

(14) LIABILITY

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

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

(15) DEFAULT.

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

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

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

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

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

(16)REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(17)TERMINATION.

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

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

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

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

(18)PROCUREMENT

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

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

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

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

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

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

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

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

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

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

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

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

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

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

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

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Project List
- iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
- iv. Attachment C – Certification Regarding Debarment
- v. Attachment D – Designation of Authority
- vi. Attachment E – Statement of Assurances
- vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
- viii. Attachment G – Public Assistance Program Guidance
- ix. Attachment H – FFATA Reporting
- x. Attachment I – Mandatory Contract Provisions
- xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
- xii. Attachment K – Justification of Advance Payment

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

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

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

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

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25)LEGAL AUTHORIZATION.

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

(26)EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

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

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

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

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33)ASSURANCES.

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

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

SUB-RECIPIENT: TOWN OF BAY HARBOR ISLANDS

By: _____

Name and title: _____

Date: _____

FEID# 59-6000273

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Wesley Maul, Director

Date: _____

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: **\$215,544.27**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:

Emergency Work

Category A: Debris Removal

Category B: Emergency Protective Measures

Permanent Work

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Public Buildings and Contents

Category F: Public Utilities

Category G: Parks, Recreational, and other Facilities

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

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

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337		Sub-Recipient: Town of Bay Harbor Islands						
PW #	Cat	Project Title	Estimated Total	Fed %	Federal Share	State Share	Local Share	Total Funding
33(0)	A	Debris Removal 75%	\$136,108.86	75%	\$102,081.65	\$17,013.61	\$17,013.61	\$136,108.86
34(0)	A	Debris Removal PAAP 80%	\$10,174.54	80%	\$8,139.63	\$1,017.46	\$1,017.46	\$10,174.54
133(0)	B	Emergency Protective Measures	\$105,322.99	100%	\$105,322.99	\$0.00	\$0.00	\$105,322.99
DR-4337 Total								\$251,606.39

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

Large Projects

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - o A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - o B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

Small Projects

Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

Attachment C**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION****Contractor Covered Transactions**

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

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.	
Sub-Grantee Authorized Agent Signature	
Date	

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9:	Other (Read Only Access)	Box 10:	Other (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: Day:			
Sub-Grantee's Federal Employer's Identification Number (EIN) -			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.

- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
 - u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).
- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUB-RECIPIENT :

Signature

Printed Name and Title

Date

Attachment F

Election of Participation in Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at <https://www.fema.gov/alternative-procedures> and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

PAAP for Debris Removal (Category A) Required Documents:

- Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement
https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX_A_Revised_for_limited_sliding_scale_8-23-17.pdf

PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter
https://www.fema.gov/media-library-data/1388154577585-398aea786c6aebd048c371270fd7b22/508_PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Fixed_Subgrant_Agreement_Letter%2012-13-13.pdf
- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement
https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120deb135460129/PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Acknowledgement%2012-13-13.pdf

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: <https://www.fema.gov/media-library/assets/documents/115868>

Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;

large quantities of debris (over \$20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

- ☐ Accelerated Debris Removal - increased Federal cost share (sliding scale)
 - ☐ Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)
 - ☐ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
 - ☐ Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.
 2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
 3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.
 4. All contracts must comply with local, state, and Federal requirements for procurement, including provisions of 2 CFR Part 200.
 5. The subrecipient must comply with all Federal, state and local environmental and historic preservation laws, regulations, and ordinances.
 6. The Office of Inspector General may audit any subrecipient and/or subaward.

Signature of Subrecipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

- ☐ We elect to **not** participate in the Alternative Procedures for Debris Removal.

FIXED SUBGRANT AGREEMENT LETTER

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____
 (PA ID _____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$_____ for subgrant number _____ (copy attached) under Disaster #_____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

Signature of Sub-Recipient's Authorized Representative_____
Date_____
Printed Name and Title_____
Signature of Grantee's Authorized Representative_____
Date_____
Printed Name and Title

**Public Assistance Alternative Procedures Pilot Program for Permanent Work
Acknowledgement**

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

- ☐ Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate
- ☐ Consolidation of multiple fixed subgrants into a single subgrant
- ☐ FEMA validation of Sub-Recipient-provided estimates
- ☐ Elimination of reduced eligible funding for alternate projects
- ☐ Use of excess funds
- ☐ Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

Signature of Sub-Recipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

☐ We elect to **not** participate in the Alternative Procedures for Permanent Work.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipient s must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. conduct insurance reconciliations;
- ii. review an alternate scope of work;
- iii. review an improved scope of work; and/or
- iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. a quarterly report has not been updated between quarters;
- ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

- iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or
- iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at <http://www.fema.gov/alternative-procedures>.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
 - o Delay in obtaining permits
 - Permitting agencies involved and application dates
 - o Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - o Specific details
- Other reason for delay
 - o Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

DUPLICATION OF BENEFITS

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

FUNDING FOR LARGE PROJECTS

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) a Request for Reimbursement (available in FloridaPA.org);
- b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
- c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

ADVANCES

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) the Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

Does the DUNS number need to be included on individual fellowship applications?

Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: www.ccr.gov.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Does this apply to non-US organizations?

Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

Does this apply to non-competing progress reports?

No. This new requirement applies only to competing applications.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

Attachment H

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET**

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ Federal share amount only

OBLIGATION/ACTION DATE: date awarded to State of Florida

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

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

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

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

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

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

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

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

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

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

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

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

Pt. 200, App. II

2 CFR Ch. II (1–1–17 Edition)

agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal

awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

OMB Guidance

Pt. 200, App. II

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

Pt. 200, App. III

2 CFR Ch. II (1–17 Edition)

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

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

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

A. GENERAL

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

1. Major Functions of an Institution

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

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

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

accounting treatment may include it in the instruction function.

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

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

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

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

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

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

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

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

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

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

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

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

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

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an agreement with the State of Florida, State Attorney Office to reimburse the state for the cost of state attorney prosecution of certain criminal violations. Enclosed find a copy of the proposed agreement.

DESCRIPTION:

The proposed agreement is to reimburse the State of Florida, Office of the State Attorney for the cost of state attorney prosecution of certain criminal violation.

This agreement may be terminated at any time with or without cause by providing written notice with no less than 90 days.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Agreement-	Agreement-.pdf
----	------------	----------------

**AGREEMENT BETWEEN TOWN OF BAY HARBOR ISLANDS AND
THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR
THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE
THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION
OF CERTAIN CRIMINAL VIOLATIONS OF THE
_____ CODE**

This agreement is entered into this _____ day of _____, 2018 by and between Town of Bay Harbor Islands, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1 of current year through September 30 for following year. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II

Terms

This agreement shall continue in effect unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days' notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

City Commission

By: _____
POSITION

By: _____

ATTEST:

State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 11.

ITEM: Consideration and approval of an ordinance on **second** reading to implement the Planning and Zoning Board's initial recommended Code amendments for single-family home development (front yard open space / building façade criteria). Attached is the proposed ordinance and the Town Planer's staff report.

DESCRIPTION:

On April 16th, Regular Council Meeting, the Town Council requested staff bring back a revise ordinance for second reading to remove the 50% credit for pervious pavers and that additional number of trees be provided in the front yard area. Attach hereto is a Memorandum provided by Town Planner Michael Miller in response to the Town Council recommendations relating to the number of trees to the front yard.

Enclosed is a copy of the proposed ordinance and supporting documentation.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Draft Ord March 27 2018-SF Homes - rev2	Draft Ord March 27 2018-SF Homes - rev2.pdf
2.	BHI TC Staff Report SFR Tree Count April 26 2018	BHI TC Staff Report SFR Tree Count April 26 2018.pdf
3.	BHI Draft LS Code SFR Tree Ord April 25 2018- MM Recommendation	BHI Draft LS Code SFR Tree Ord April 25 2018- MM Recommendation.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO BUILDING ARTICULATION AND OPEN SPACE REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Code provisions of the Town and find that certain modifications are necessary and desirable to further regulate single-family home development; and

WHEREAS, public meetings were held before the Planning and Zoning Board of the Town to discuss various options and recommend proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Land Development Regulations.

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 Section 23-11, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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 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 SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Zoning and Planning Code – Chapter 23

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.

(7) Building Articulation. Architectural embellishments, including but not be limited to, windows, eyebrows, material changes, reliefs, reveals, ornamentation, banding, canopies, copings, etc. must be incorporated into the design to avoid large flat uninterrupted wall surfaces for at least 50% of the length of all elevations of the main house and any accessory structures.

(8) Open Space Requirements. Each plot shall provide for a minimum of fifty (50) percent landscaped "green" pervious open space at ground level in the front yard area. ~~The use of pervious pavers will be considered in the calculation to the extent the applicant provides credible evidence of the permeability of the surface with a manufactures proof of permeability. Notwithstanding the above, not more than 50% credit shall be given for pervious pavers.~~ The use of pervious pavers or landscape strips in driveways or walkways shall not be included in the fifty (50) percent landscaping requirement. Within front setback areas sufficient open space and landscaping materials shall be provided to break large expanses of hardscapes, screen parking areas and provide shade.

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

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

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

Date: April 26th, 2018

Subject: Town of Bay Harbor Islands
Proposed Property Maintenance Standards Code Amendment
Minimum Landscape Standards
Requirements for Single-Family Homes
MMPA Acct. No. 01-0702-0800

ISSUE

In 1994 Miami-Dade County adopted a minimum Landscape Code (Ch. 18A) that mandates certain landscaping requirements for all land uses in the county, both in the unincorporated areas of the county as well as all municipalities. Local governments may choose to adopt more stringent standards (more / larger / etc.) but the county-wide minimum standards must be met. In 2008 the Town choose to adopt Supplemental Landscape Code upgrades (Sec. 24-16).

As related to single-family homes landscaping requirements, while the Miami-Dade County minimum tree requirement is three (3) trees per site, the Town's Supplemental Landscape Code requires five (5) trees per lot for non-waterfront lots and six (6) trees per lot for waterfront sites. In addition, the Town's Supplemental Landscape Code requires at least two (2) trees in the front yard area of the site (M-D Code has no such requirement).

Recently the Town has been discussing / studying these requirements as part of the overall single-family design criteria for such uses. While a number of design suggestions continue to be studied, a Code amendment was initiated at the April 2018 Town Council meeting to require at least 50% of the front yard area on single-family sites to be landscaped (as recommended by PZB). As part of that discussion a suggestion was made to possibly consider increasing the number of shade trees installed in front yard areas from the current two (2) to four (4).

MMPA was instructed to study the suggestion, provide an opinion, and offer possible Code revisions.

**Town of Bay Harbor Islands
Proposed Property Maintenance Standards Code Amendment
Minimum Landscape Standards
Requirements for Single-Family Homes
April 26th, 2018
Page 2**

ANALYSIS

Historically the Town's elected officials have been strong advocates of environmental issues. The Town created the Environmental Impact Committee several years ago to discuss issues and offer ideas – which they did. One such effort about 10-years ago (2008) was the upgrading of the minimum Miami-Dade County Landscaping requirements, as the county's criteria was felt to be very minimal and not of the quality desired or seen in the Town and surrounding areas. MMPA believes since the Town adopted the Supplemental Landscape requirements the design / appearance of new development is far superior to the previous development.

However, as with most Codes, once applied to actual land development reviews, some weaknesses can be found in guiding architects / contractor / home owners. Codes are written to provide desired design criteria for land development (setbacks / height / building articulation / landscaping / etc.) but are meant to allow some freedom for design – so a “cookie-cutter” look is avoided. The Town strongly encourages each single-family home and other land development to be “custom” in appearance. For example, while the Code requirements for the number of trees is currently reasonable / stringent in our opinion, the Code is not specific as to exact tree placement – other than at least two (2) trees are required in front yard areas.

As part of the recent observations / discussion on “contemporary / modern / boxy” home designs, and many single-family homes do not (not required) to have garages, often the front yard areas are hardscaped to provide needed parking / walkways. The proposed 50% rule will assist in this to a degree. As most non-waterfront single-family lots are modest in size (80' x 125' = 10,000 sq. ft.) the home footprint and other impervious areas (pools / decks / walks) takes up normally between 40%-60% of a site. In front yards about 2,000 sq. ft. of land area can be found (80' lot width x 25' setback) and about half of that area is parking / walkways – so about 1,000 sq. ft. is available for landscaping. A typical shade tree (ex. Live Oak) grows to about 30'+ in height and has a similar spread of branches. If two (2) shade trees are installed, this takes up much of the front yard landscape area. Placing more trees in this area may stunt the natural tree growth and negatively affect the appearance.

Of note:

- 1) A group of three (3) common palm trees (Sabal / Washingtonian) equals one (1) shade tree – large Royal Palms / Canary Island Date palms count 1:1. Many homeowners desire palm species for the South Florida “tropical look”.
- 2) The Code now requires five (5) trees per “lot” meaning if a homesite is 1½ or 2 or more lots the quantity of trees / shrubs increases proportionately. So as staff has applied the current criteria a 1½ lot requires eight (8) shade trees (or equivalent) and at least three (3) trees in a front yard. For a 2-lot site the requirement is ten (10) trees / four (4) in front yard. And so on as the site gets bigger.
- 3) In newer suburban subdivisions roadway swales must be fully landscaped (no paved swales for overflow parking). Mandatory “Street Trees” are required (1:30') by the M-D Landscape Code – this is not possible in the Town – our streetscapes appear “harder”.

- 4) Many homeowners are often proud of their homes and want to “show them off” by not totally hiding them from view – a balance is necessary.

Again, as part of the recent observations / discussion on “contemporary / modern / boxy” home designs, a few new single-family homes were approved / built that all met the minimum Town Code requirements - but they placed the required front yard trees out of the center portions of the site often immediately adjoining the side lot lines but technically “in the front yard”. One new home in particular (9414 WBVD) was built on 1½ lots so the development site is about 100’ in width. The approved landscape plans show five (5) trees in the front yard – although all are installed along the side lot lines between the front of the home and the front property line. MMPA pointed this detail out to the PZB - the project was approved by the PZB as presented, as the project architect / owner argued they wanted to feature the home's architecture and have a passive / open appearance along the street. Perhaps a little clearer Code design guidance as to what the Town wants (tree placement) would have resulted in a better appearance.

SUMMARY / RECOMMENDATION

In general, MMPA is reluctant to recommend the Town significantly increase the quantity of overall single-family site tree count requirements or front yard tree requirement for the reasons stated above (limited room / harm to tree growth / existing Code criteria for more trees for bigger lots).

However, MMPA feels that some additional Code text might assist designers / homeowners / staff by guiding where the required front yard trees should be planted. Attached is an exhibit with several alternative text amendments that can be considered (and others).

EXHIBIT "A"

**Alternative Amendments to the Town of Bay Harbor Islands
Property Maintenance Standards
Single-Family Home Trees**

Sec. 24-16. Minimum landscape standards.

The Miami-Dade County Landscape Ordinance is hereby adopted as the minimum landscape standards for all property within the town. In addition to the minimum standards set forth in the Miami-Dade County Landscape Ordinance, section 18A, all property within the town shall also comply with the following additional landscape maintenance standards:

(1) A property owner is responsible for ensuring that landscaping required to be planted pursuant to this section or any previous applicable ordinance(s), is:

- a. Installed in compliance with applicable ordinances;
- b. Maintained so as to represent a healthy, vigorous, and neat appearance, free from over growths, weeds, refuse and debris;
- c. Sufficiently fertilized and watered to maintain the plant material in a healthy condition, including appropriate use of pesticides as necessary.

(2) Supplemental landscape standards adopted. In addition to the minimum standards set forth in the Miami-Dade County Landscape Code, the town hereby adopts the following supplemental landscape standards for all property within the town that exceeds or supplements the Miami-Dade standards due to the town's coastal barrier island location and the community's desire to achieve a higher quality landscape appearance:

Number of required trees.

a. *Single-family.* Single-family home sites located on non-waterfront lot(s) are required to have a minimum of five trees per lot. Single-family home sites located on waterfront lot(s) are required to have a minimum of six trees per lot.

Note: Existing requirements

b. *Two-family (duplex).* Two-family home sites are required to have a minimum of five trees per lot.

c. *Multiple-family.* Multiple-family home sites are required to meet the minimum tree-quantity requirements listed in the Miami-Dade Landscape Code.

d. *Commercial.* Commercial sites are required to meet the minimum tree quantity requirements listed in the Miami-Dade Landscape Code.

e. *Community facilities/parks.* Community facilities such as schools, town parking lots, parks and recreational sites are required to meet the minimum tree quantity requirements listed in the Miami-Dade Landscape Code.

Minimum standards of plant materials at time of planting.

a. *Street trees.* Street trees shall be a minimum of 15 feet in overall height with at least six feet of clear wood before branching, a minimum caliper of two and one-half inches and shall be planted at to meet the Miami-Dade minimum criteria of 35 feet average separation but shall not exceed 40 feet on center at time of planting. The town reserves the right to designate a common tree species for a roadway or portion of certain roadway segments to achieve a uniformity of appearance. All street trees planted after the effective date of this section shall comply with the town's street master plan species and specifications.

b. *Shade trees.* Shade trees shall be a minimum of 12 feet in overall height with at least four feet of clear wood before branching and a minimum caliper of two and one-half inches at the time of planting. Fifty percent of required shade trees shall be a native species.

c. *Palms.* Palm trees shall be a minimum of 15 feet in overall height with a minimum caliper of three inches at time of planting. Palm trees may be used to meet the required tree quantities at a 3:1 ratio. Royal palm trees, Canary Island date palms and other similar large palm species shall count one-for-one as meeting the minimum tree requirements if the palm tree has over 15 feet of grey wood before any palm fronds start. Palm tree species shall comprise no more than 25 percent of the required tree quantity.

d. *Shrubs.* Shrubs shall be a minimum of 24 inches in height and shall be planted at a maximum of 24 inches on center at time of planting. If shrubs are used as a visual screen between dissimilar land uses such shrubs shall be planted at a minimum of 36 inches in height and 24 inches on center.

e. *Plant quality.* All tree species and other landscape material shall be Florida #1 or better, as established by "Grades and Standards for Nursery Plants" of the State of Florida Department of Agriculture.

f. *Landscape material near overhead power lines.* Notwithstanding the above standards, the size of trees planted in proximity to overhead power lines may be adjusted to provide tree species recommended in the Florida Power and Light (FPL) publication entitled "Plant the Right Tree in the Right Place," current revision, upon site plan review.

ALTERNATIVE CODE REVISIONS

Existing Code Provision

g. For single-family and two-family developments at least **two** shade trees or their equivalent shall be planted in the front yard area.

Alternative "A"

g. For single-family and two-family developments at least **two three** shade trees or their equivalent shall be planted in the front yard area.

Alternative "B"

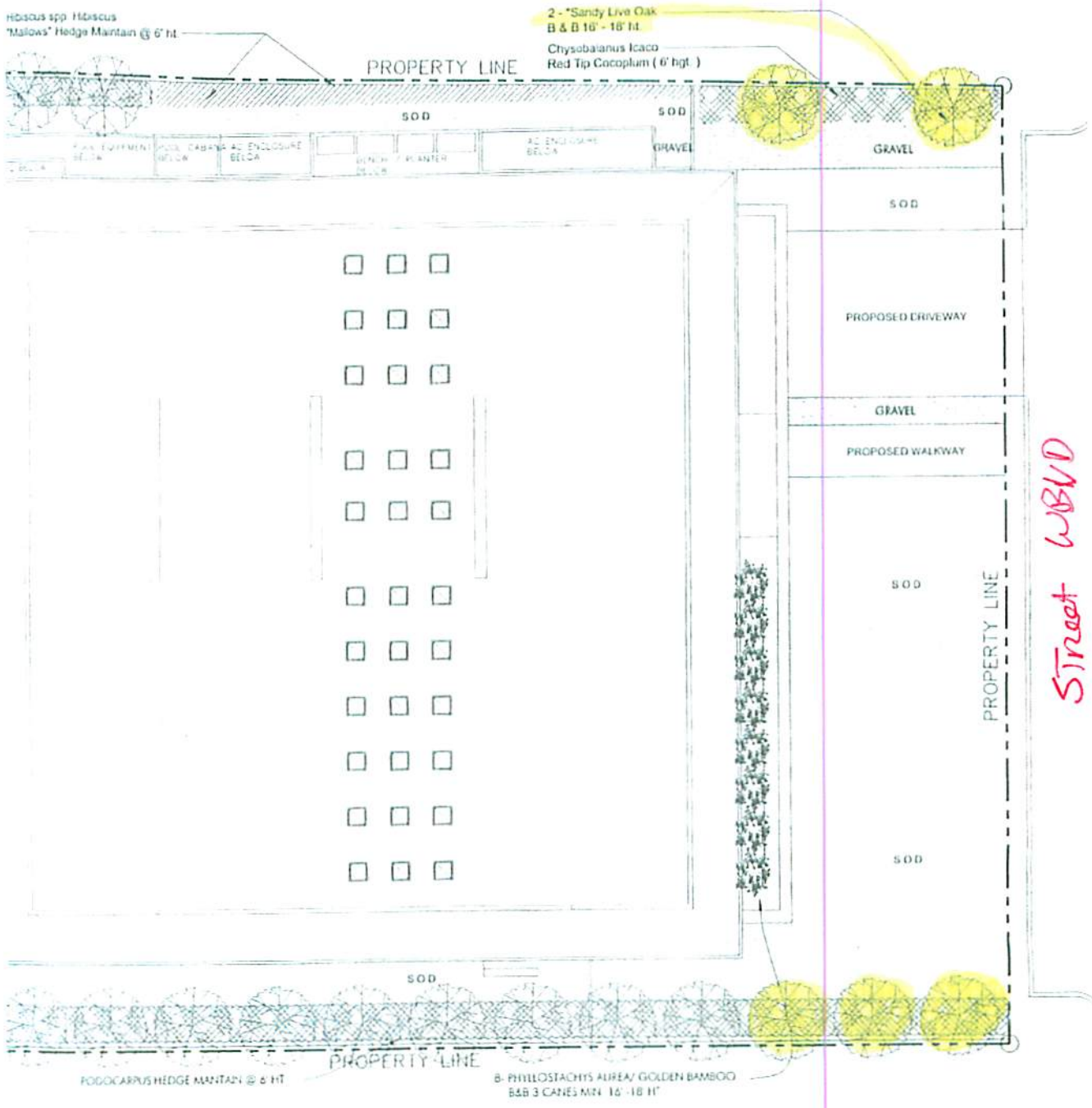
g. For single-family and two-family developments at least **two four** shade trees or their equivalent shall be planted in the front yard area.

***Note:** As suggested at April 16TH, 2018 TC meeting.

Alternative "C"

g. For single-family and two-family developments at least two shade trees or their equivalent shall be planted in the front yard area. Such trees shall be placed to allow the tree canopy to grow naturally within the site boundaries without encroaching onto adjoining sites, to provide shade for impervious areas, and to accent / screen structures.

***Note:** Suggested MMPA new text or similar.



Untitled Map

Write a description for your map.

Legend



3 Trees

Google Earth

© 2013 Google

7.82 ft

EXHIBIT "A"

**Alternative Amendments to the Town of Bay Harbor Islands
Property Maintenance Standards
Single-Family Home Trees**

Sec. 24-16. Minimum landscape standards.

The Miami-Dade County Landscape Ordinance is hereby adopted as the minimum landscape standards for all property within the town. In addition to the minimum standards set forth in the Miami-Dade County Landscape Ordinance, section 18A, all property within the town shall also comply with the following additional landscape maintenance standards:

(1) A property owner is responsible for ensuring that landscaping required to be planted pursuant to this section or any previous applicable ordinance(s), is:

- a. Installed in compliance with applicable ordinances;
- b. Maintained so as to represent a healthy, vigorous, and neat appearance, free from over growths, weeds, refuse and debris;
- c. Sufficiently fertilized and watered to maintain the plant material in a healthy condition, including appropriate use of pesticides as necessary.

(2) Supplemental landscape standards adopted. In addition to the minimum standards set forth in the Miami-Dade County Landscape Code, the town hereby adopts the following supplemental landscape standards for all property within the town that exceeds or supplements the Miami-Dade standards due to the town's coastal barrier island location and the community's desire to achieve a higher quality landscape appearance:

Number of required trees.

a. *Single-family.* Single-family home sites located on non-waterfront lot(s) are required to have a minimum of five trees per lot. Single-family home sites located on waterfront lot(s) are required to have a minimum of six trees per lot.

Note: Existing requirements

b. *Two-family (duplex).* Two-family home sites are required to have a minimum of five trees per lot.

c. *Multiple-family.* Multiple-family home sites are required to meet the minimum tree-quantity requirements listed in the Miami-Dade Landscape Code.

d. *Commercial.* Commercial sites are required to meet the minimum tree quantity requirements listed in the Miami-Dade Landscape Code.

e. *Community facilities/parks.* Community facilities such as schools, town parking lots, parks and recreational sites are required to meet the minimum tree quantity requirements listed in the Miami-Dade Landscape Code.

Minimum standards of plant materials at time of planting.

a. *Street trees.* Street trees shall be a minimum of 15 feet in overall height with at least six feet of clear wood before branching, a minimum caliper of two and one-half inches and shall be planted at to meet the Miami-Dade minimum criteria of 35 feet average separation but shall not exceed 40 feet on center at time of planting. The town reserves the right to designate a common tree species for a roadway or portion of certain roadway segments to achieve a uniformity of appearance. All street trees planted after the effective date of this section shall comply with the town's street master plan species and specifications.

b. *Shade trees.* Shade trees shall be a minimum of 12 feet in overall height with at least four feet of clear wood before branching and a minimum caliper of two and one-half inches at the time of planting. Fifty percent of required shade trees shall be a native species.

c. *Palms.* Palm trees shall be a minimum of 15 feet in overall height with a minimum caliper of three inches at time of planting. Palm trees may be used to meet the required tree quantities at a 3:1 ratio. Royal palm trees, Canary Island date palms and other similar large palm species shall count one-for-one as meeting the minimum tree requirements if the palm tree has over 15 feet of grey wood before any palm fronds start. Palm tree species shall comprise no more than 25 percent of the required tree quantity.

d. *Shrubs.* Shrubs shall be a minimum of 24 inches in height and shall be planted at a maximum of 24 inches on center at time of planting. If shrubs are used as a visual screen between dissimilar land uses such shrubs shall be planted at a minimum of 36 inches in height and 24 inches on center.

e. *Plant quality.* All tree species and other landscape material shall be Florida #1 or better, as established by "Grades and Standards for Nursery Plants" of the State of Florida Department of Agriculture.

f. *Landscape material near overhead power lines.* Notwithstanding the above standards, the size of trees planted in proximity to overhead power lines may be adjusted to provide tree species recommended in the Florida Power and Light (FPL) publication entitled "Plant the Right Tree in the Right Place," current revision, upon site plan review.

ALTERNATIVE CODE REVISIONS

Existing Code Provision

g. For single-family and two-family developments at least **two** shade trees or their equivalent shall be planted in the front yard area.

Alternative “A”

g. For single-family and two-family developments at least **two three** shade trees or their equivalent shall be planted in the front yard area.

Alternative “B”

g. For single-family and two-family developments at least **two four** shade trees or their equivalent shall be planted in the front yard area.

***Note:** As suggested at April 16TH, 2018 TC meeting.

Alternative “C”

g. For single-family and two-family developments at least two shade trees or their equivalent shall be planted in the front yard area. Such trees shall be placed to allow the tree canopy to grow naturally within the site boundaries without encroaching onto adjoining sites, to provide shade for impervious areas, and to accent / screen structures.

***Note:** Suggested MMPA new text or similar.

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a request for a six (6) month extension to file a Building Permit for site development plan for One Kane Concourse, LLC located at 9551 East Bay Harbor Drive. Enclosed is a letter from Attorney Mathew Amster and approved site plans.

DESCRIPTION:

On April 19, 2017, Town Council granted site plan approval for the Gateway property located at 9551 East Bay Harbor Drive, consisting of six (6) stories commercial / office building with two levels of parking and a proposed restaurant use on the ground floor.

As part of an condition for approval as stated in resolution No. 2119 4.B, any extension request to submit a building permit shall be heard by the Town Council. The owners ("One Kane Concourse") requests a six (6) month extension to file a building permit for the approved project.

Enclosed are the approve site plans and letter from Attorney Mathew Amster.

RECOMMENDED ACTION:

Council Discretion

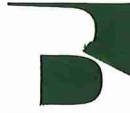
FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	9551 ebhd -Extension of Site Plan Approval 032018	9551 ebhd -Extension of Site Plan Approval 032018.pdf
2.	Site+Plans+9551EBHD	Site+Plans+9551EBHD.pdf



BERCOW RADELL FERNANDEZ & LARKIN

ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6236
E-MAIL: MAMster@brzoninglaw.com

VIA EMAIL & HAND-DELIVERY

March 20, 2018

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

Re: Extension Request for Site Development Plan Approval for the One Kane Concourse Project Located at 9551 East Bay Harbor Drive

Dear Ron:

This law firm represents One Kane Concourse, LLC ("Owner"), the owner of the property located at 9551 East Bay Harbor Drive in the Town of Bay Harbor Islands ("Property"). On April 19, 2017 the Town Council granted site plan approval for a new 6-story commercial building with 2 levels of parking on the Property ("Project"). See attached Resolution No. 2119 ("Resolution"). Condition 4.B. of the Resolution states that the Owner has one (1) year from the date of approval to submit a building permit for the Project and any extension request shall be heard by the Town Council. The Owner requests to be heard by the Town Council at the April 16, 2018 meeting for a six (6) month extension to file the building permit.

Normally, the Town Code allows the Town Manager to administratively grant a six (6) month extension to a development approval, so the Owner asks for the same treatment to which other property owners are entitled. The Project, like many others in the Town with 6 or 7 stories over parking, is quite complex and requires a great deal of preparation of permit drawings by all necessary disciplines. The Owner has already engaged the architect and engineers to produce the permit set for submittal and anticipates filing the building permit in approximately six (6) months from the April meeting.

An additional issue confronted by the Owner concerns the potential restaurant tenant on the ground floor. This was a major item of discussion during

Ronald J. Wasson, Town Manager
March 20, 2018
Page 2

the approval process, and while the Owner proposed a dinner-only restaurant concept, the Town Council preferred a lunch and dinner restaurant. On that basis, the Owner has been actively seeking prospective tenants and is currently in negotiations. As we have discussed with you recently, many of these potential restaurants require site plan modifications to provide an appropriate and quality dining experience. Since negotiations are ongoing, the present plan is to move forward with the Project and the Owner will seek these changes as a revision to the building permit.

Please place the Owner's request for a six (6) month extension on the April Town Council agenda. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6236.

Very Truly Yours,



Matthew Amster

Attachment

cc: Marlene Siegel
Frank Simone, Esq.
Michael Miller, AICP
Laura Tauber
Irwin Tauber
Alex Tauber
Jeffrey Bercow, Esq.

RESOLUTION NO. 2119

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING THE GATEWAY ZONING SITE
DEVELOPMENT PLAN APPLICATION FOR THE
ONE KANE CONCOURSE PROJECT.**

WHEREAS, on October 11, 2016, One Kane Concourse, LLC (hereinafter the “Applicant”), filed a revised site plan for a property on Lots 1 and 2 zoned Gateway. Applicant’s site plan requests approval for a commercial building, consisting of six (6) stories and two (2) levels of below grade parking located thereupon at 9551 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 1 & 2 of Block 1 “Bay Harbor Island” according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida;

(hereinafter the “Project” or “Site Plan”); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands’ Code of Ordinances (hereinafter the “Code”); and

WHEREAS, on January 18, 2017, the Town’s Planning and Zoning Board, after Notice of the Public Meeting was properly provided, approved the Site Plan, pursuant to Section 5-23.1(a) of the Code, with the conditions set forth in Resolution No. 2112.

WHEREAS, on February 2, 2017, Applicant filed an Application for Gateway Zoning Site Plan Approval pursuant to the requirements set forth in Section 23-21(i) of the Code, along with a traffic study, as requested by the Town Manager (“Gateway Application”).

WHEREAS, on April 19, 2017, the Town Council, after Notice of the Public Meeting was properly provided, approved the Gateway Application and Site Plan pursuant to Section 23-21(g) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. Findings. The Town Council finds that the Applicant has met its burden of proof. The Gateway Application and the Site Plan are consistent with the criteria set forth in Section of 23-21(g)(1) through (7) of the Code. Specifically, the Town Council finds that:

- a. The Site Plan complies with the standards contained in 23-21(g);
- b. The Application will have a favorable effect on the economy of the Town;
- c. The Application will not generate or result in excessive noise or traffic congestion;

- d. The Application will not cause an undue or excessive burden on public facilities which have been constructed or which are planned and budgeted for construction;
- e. The Application will not cause excessive overcrowding or concentration of people or population;
- f. The Application will be compatible with the surrounding area and its development in scale; and
- g. The Application is a reasonable use of property and results in a public benefit.

The Town Council therefore approves the Application and Site Plan dated October 11, 2016, pursuant to Section 21-21(g) of the Code, subject to the below conditions.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. Conditions of Approval.

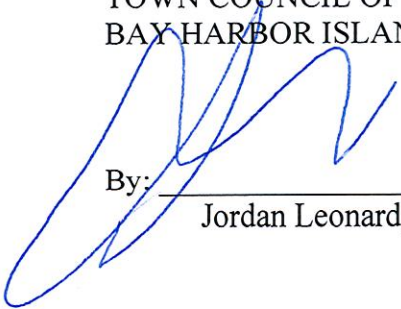
- A. This approval is based on the Gateway Application and Site Plan dated October 11, 2016 that was approved by the Planning and Zoning Board on January 18, 2017, and incorporates conditions A-D, F-G, and I-J set forth in Resolution No. 2112. Any modifications thereto shall require separate approvals from either staff, the Planning and Zoning Board, or the Town Council as specified in the Code.
- B. Applicant shall have one (1) year to submit a building permit. Any request for an extension shall come before the Town Council, regardless of any other legal basis available for an extension.
- C. The building shall be LEED certified.
- D. Applicant shall not demolish the existing building until it receives a building permit.
- E. The First floor shall have a restaurant or non professional office use, unless otherwise approved by the Town Council.
- F. Applicant shall have an adequate amount of valet attendants at all times, and subject to the requirements of the Town Manager.
- G. All conditions shall constitute covenants running with the land and shall be obligations of the present and all future owners of the building.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 19th day of April, 2017.

TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS



By: _____

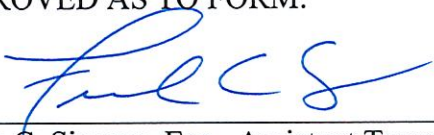
Jordan Leonard, Mayor

ATTEST:



Marlene Siegel, Town Clerk

APPROVED AS TO FORM:



Frank C. Simone, Esq., Assistant Town Attorney



Zoning Summary				revuelta architecture international p.a.			
ONE KANE CONCOURSE - COMMERCIAL BUILDING							
Lot Area	SF	22,301	Acres	0.512			
Legal Description							
LOTS 1 AND 2, BLOCK 1, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.							
Flood Elevation							
As per FEMA map number 12086C0144L Panel 0144							
Survey Flood Zone +10 N.G.V.D.							
Grade Level +4.3' (Crown of the road)							
Florida Building Code 2014							
Use and Occupancy Classification: Business Group "B"							
Zoning Classification Comprehensive Plan FLUM: "COMMERCIAL" Zoning District "G" - Gateway							
Building Setbacks							
		Required		Proposed			
Front (West /East bay harbor Drive)		20'-0" for any structure over 25 feet in height, the setback shall be increased one foot for each two feet of building height for that portion of the building over 25 feet in height with a maximum setback of 30 feet		20'-0" - 30'-0"			
Side Street (North / Kane Concourse)		20'-0", for any structure over 25 feet in height, the setback shall be increased one foot for each two feet of building height for that portion of the building over 25 feet in height		20'-0" - 45'-0"			
Side (South)		10'-0", for any structure over 25 feet in height, the setback shall be increased one foot for each two feet of building height for that portion of the building over 25 feet in height with a maximum setback of 25 feet.		10'-0" - 25'-0"			
Rear (East / Waterfront)		20'-0"		20'-0"			
Flex Setbacks							
		Allowable setback (Feet)		Proposed (Feet)			
West Side							
maximum allowed 1/3 of length of building		122	40'-8"	40'-8"			
South Side							
maximum allowed 1/3 of length of building		110	36'-8"	36'-8"			
North Side							
maximum allowed 1/3 of length of building		112'-11"	37'-7"	37'-7"			
Maximum Height							
Maximum Building Height - as of right		Allowable 75 feet above BFE		Proposed 75			
Landscape Areas							
		Allowable N.A.		Proposed 2,790 SF 2,790 SF 19,511 SF			
Pervious Area							
Impervious Area							
Roof Landscape Requirement		Roof Area		Required		Proposed	
15% of Used Roof Area		4,995 SF		749 SF		1,279 SF	
				15%		26%	
Parking Space Requirements							
		area		Required		Proposed	
Restaurant (1 space / 35 SF)		2,910 SF		83			
Restaurant Bar (1 space / 2 LF)		40 Linear Feet		20			
Restricted restaurant operations from 6pm - 2 am, ord. sect. [23-24 (e)]				0			
Office		42,302 SF		141		156	
Total Parking Spaces				141		156	
Building Gross Area							
						109,179 SF	



LOCATION MAP

ALL EXISTING OVERHEAD POWER LINES / OTHER LINES MUST BE PLACED UNDERGROUND AT THE EXPENSE OF THE DEVELOPER.
IF FPL DOESN NOT ALLOW THIS AT THIS TIME, CONDUIT MUST BE INSTALLED.
UTILITY SERVICES TO THE BUILDING MUST BE UNDERGROUND FROM THE POLES TO THE BUILDING

ZONING DATA

ONE KANE CONCOURSE

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, FLORIDA, 33154

OWNER INFORMATION

TAUBCO
9551 E. BAY HARBOR DR.
BAY HAROBOR, FLORIDA 33154

ARCHITECT
REVUELTAARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

Revisions
06/27/2016
07/19/2016

CIVIL ENGINEER
HOLLAND ENGINEERING INC.
3900 HOLLYWOOD BOULEVARD, SUITE 303
HOLLYWOOD, FLORIDA, 33021

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS INC.
6800 SW. 81 STREET
MIAMI, FLORIDA 33143

LIGHTING CONSULTANT
ARPE ENGINEERING INC
GABLES INTERNATIONAL PLAZA
2655 LE JEUNE ROAD, SUITE 1109
CORAL GABLES, FLORIDA 33134

1338

A-101



3 SOUTH EAST AERIAL VIEW
SCALE: 1:1.91



4 SOUTH WEST AERIAL VIEW
SCALE: 1:2.39



2 NORTH WEST AERIAL VIEW
SCALE: 1:2.11



1 NORTH EAST AERIAL VIEW
SCALE: 1:2.11

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing work. Drawings Not to be Scaled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By: jairocuat - Date: 10/11/2016

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO
T

PLANNING
& ZONING

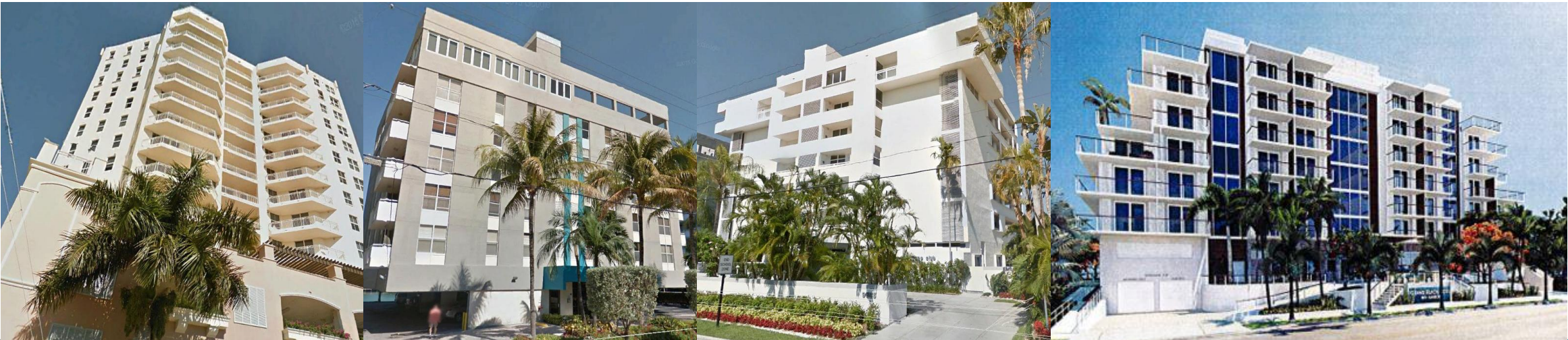
Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-103

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By jairovnet - Date: 10/11/2016



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO
T

PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

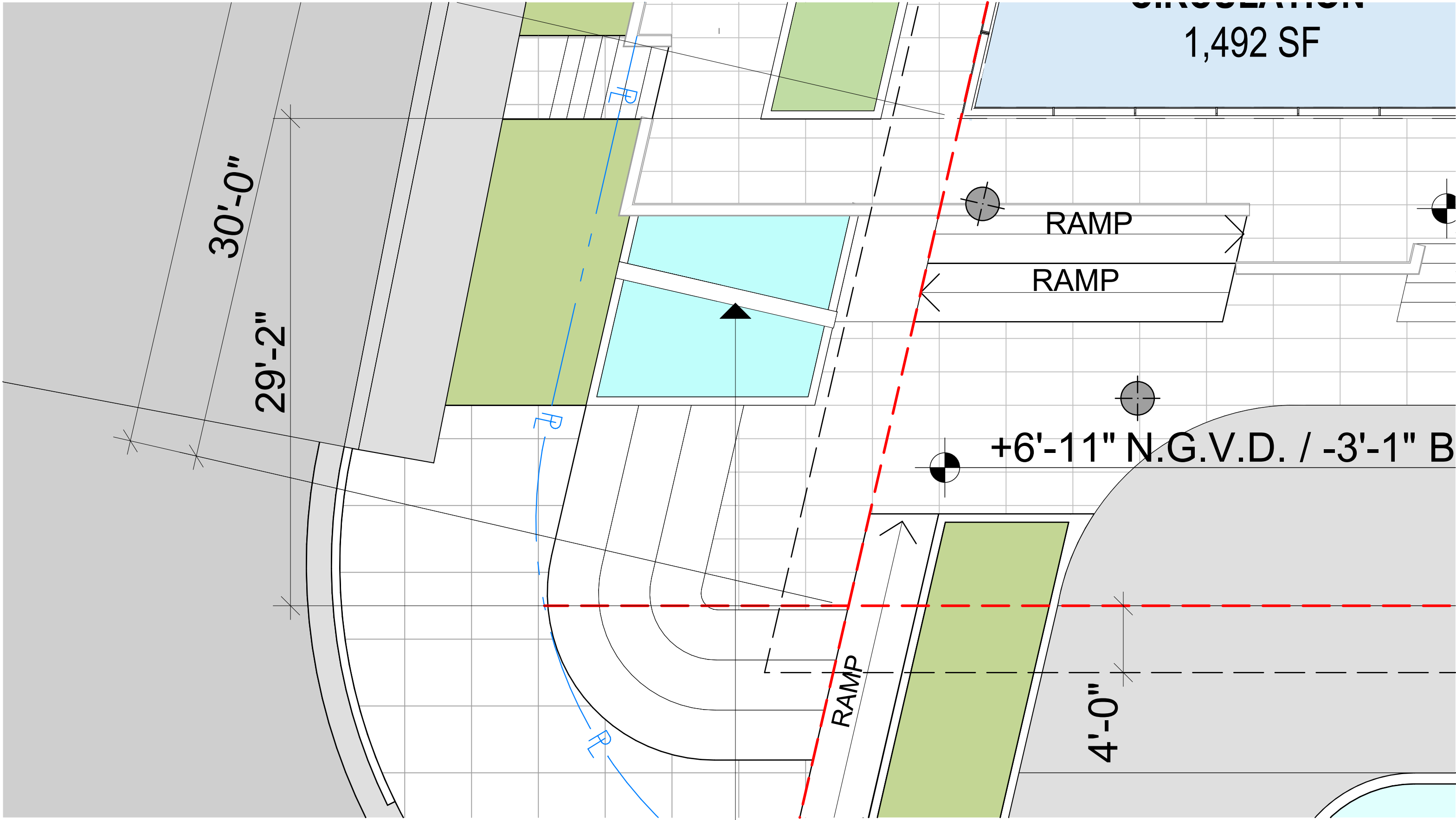
CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

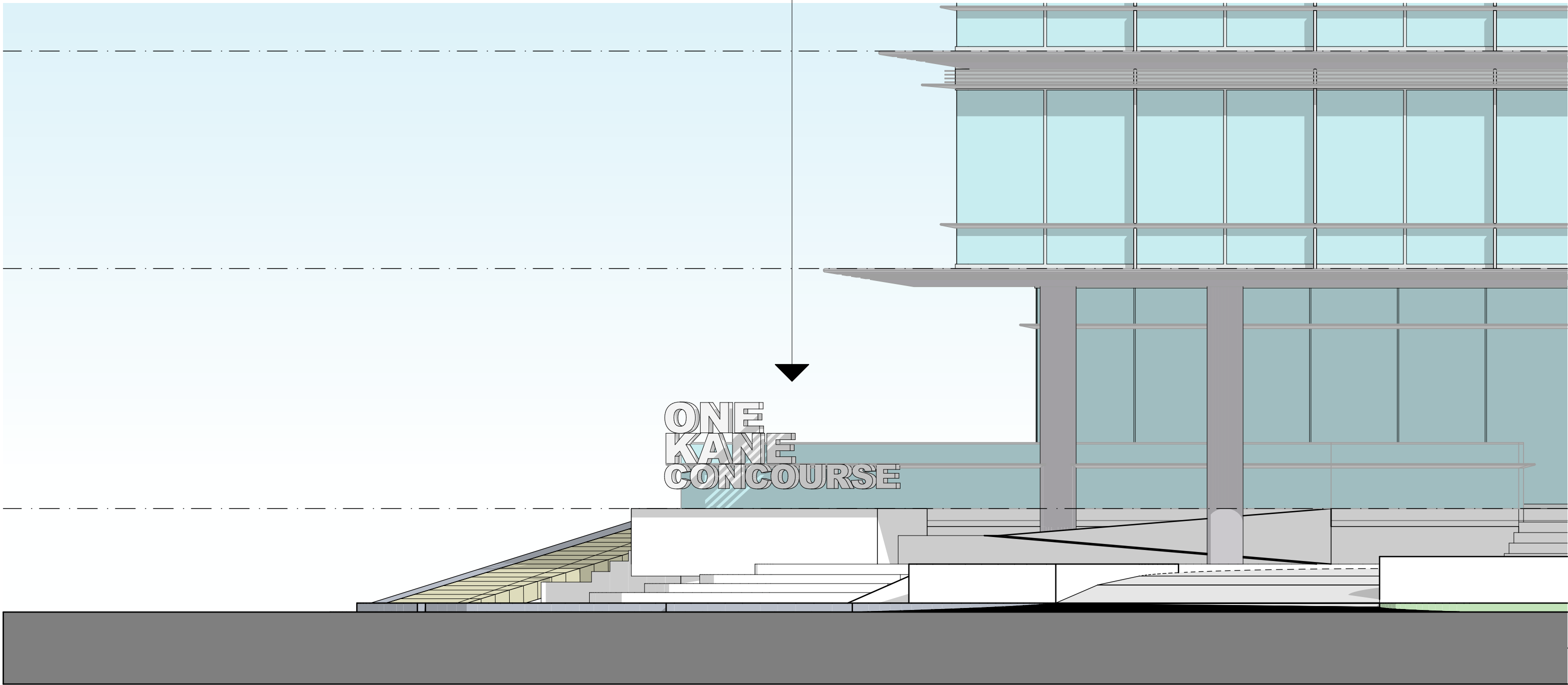
A-104

1 STREET ELEVATION EAST BAY HARBOR DRIVE
SCALE: 1/64" = 1'-0"

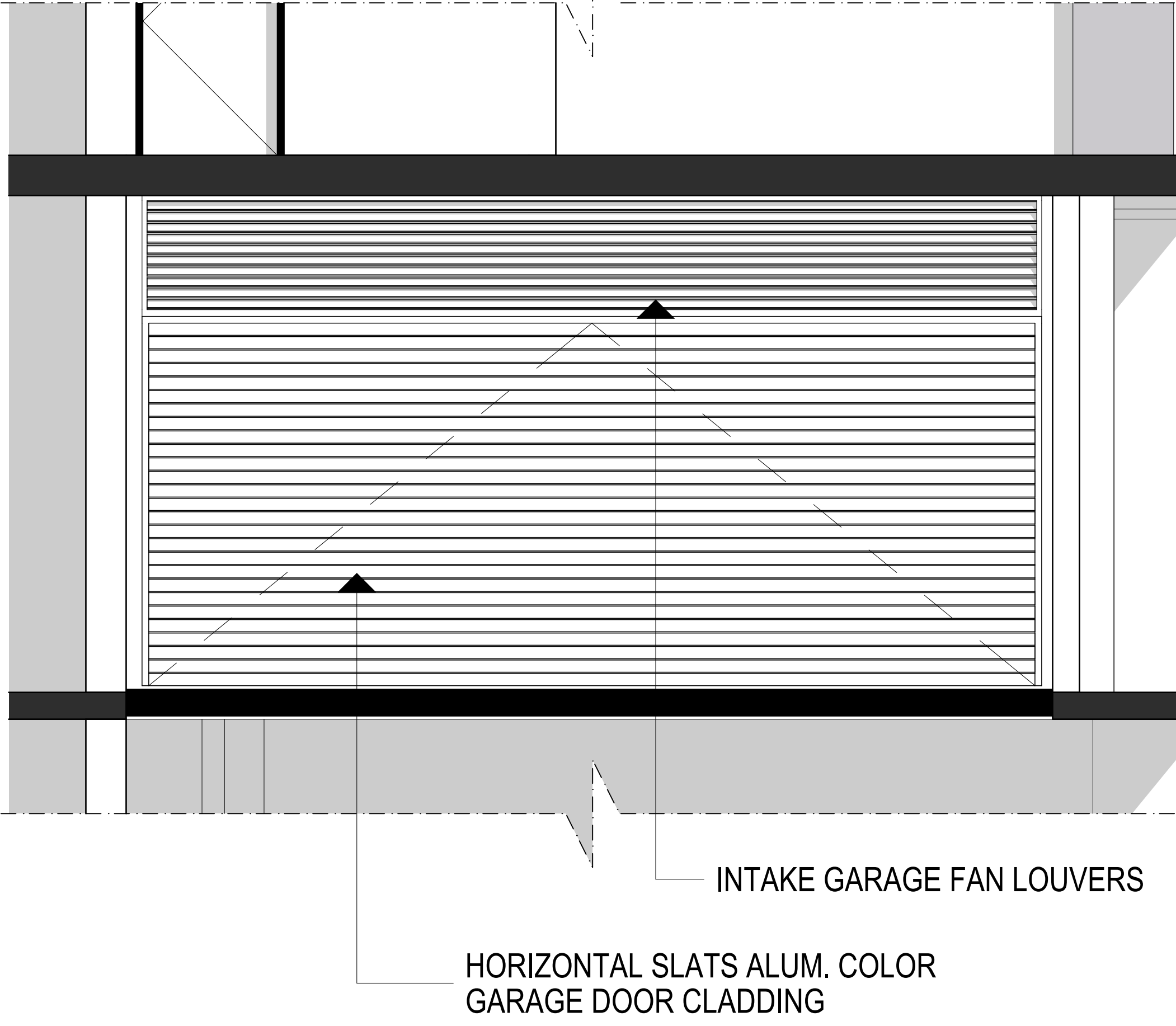
These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect. The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled. File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.rvt - By: jrcvruet - Date: 10/11/2016



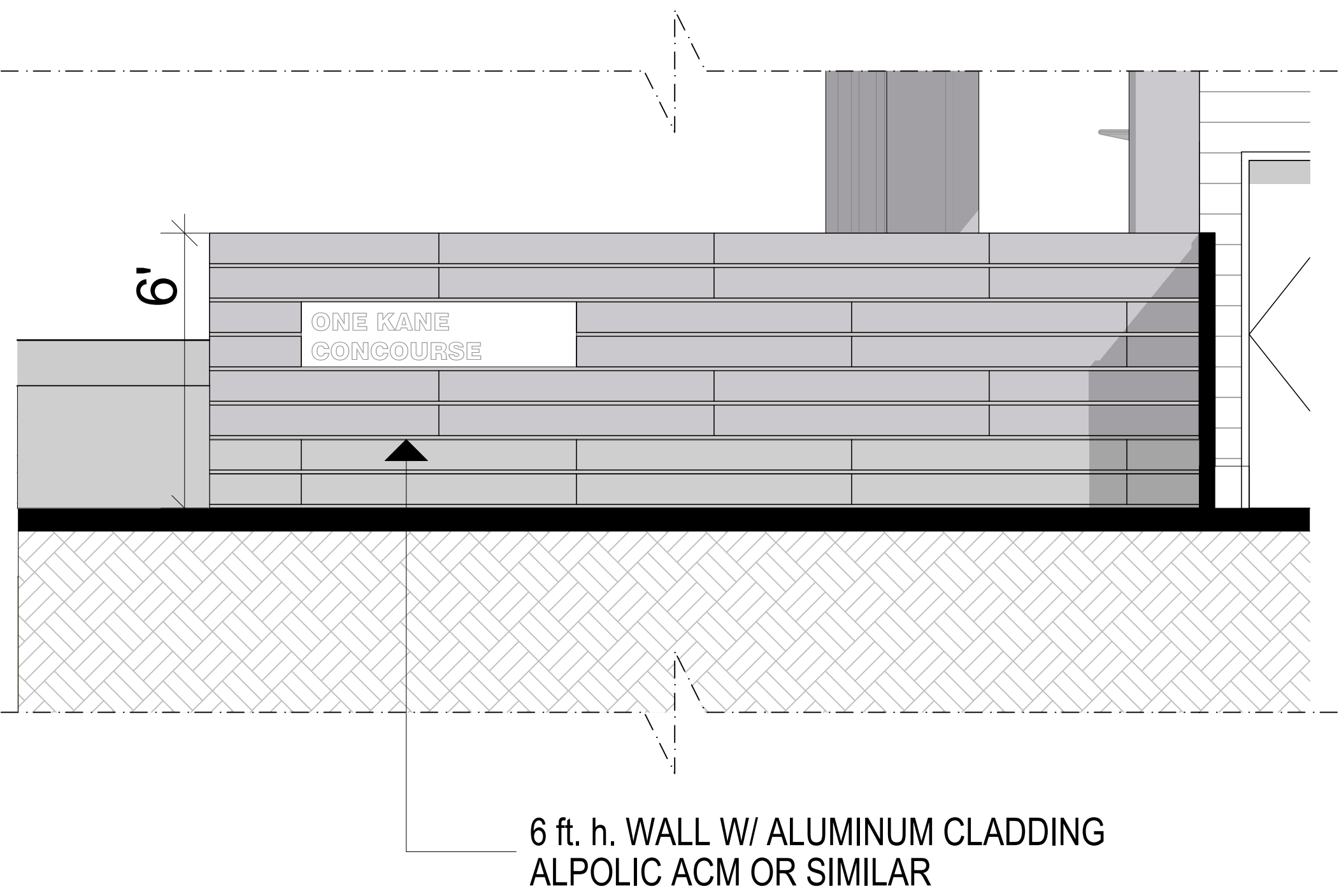
1 BUILDING SIGN FLOOR PLAN
SCALE: 3/16" = 1'-0"



2 BUILDING SIGN ELEVATION
SCALE: 3/16" = 1'-0"



3 GARAGE DOOR
SCALE: 3/8" = 1'-0"



4 CLADDED WALL
SCALE: 3/8" = 1'-0"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO
T

PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-105

OFFICE, BUSINESS DISTRICT
FLUM: COMMERCIAL
1 STORY



OFFICE, BUSINESS DISTRICT
FLUM: COMMERCIAL
1 STORY



OFFICE, BUSINESS DISTRICT
FLUM: COMMERCIAL
1 STORY



OFFICE, BUSINESS DISTRICT
FLUM: COMMERCIAL
1 STORY



MULTIFAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



1 LAND USE PLAN DESIGNATION
SCALE: 1" = 50'

GATEWAY DISTRICT
FLUM: GATEWAY DISTRICT
7 STORY NEW BUILDING



OFFICE, BUSINESS DISTRICT
FLUM: COMMERCIAL
1 STORY



MULTIFAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY NEW BUILDING



MULTIFAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
4 STORY BUILDING



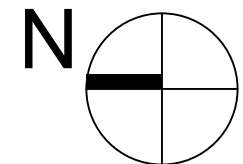
MULTIFAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY NEW BUILDING



These Drawings and Drawings are The Copyrighted Property of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect. The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By jatrovet - Date: 10/11/2016



1 SITE PLAN
SCALE: 1/16" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

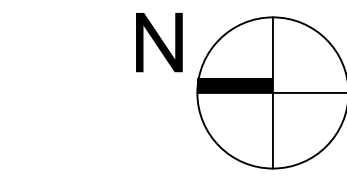
Date
10/11/2016
Scale
As Shown
Project No.
1338

A-107

These Drawings and Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By: jatrovet - Date: 10/11/2016



1 BASEMENT -2
SCALE: 1/16" = 1'-0"



PARKING GARAGE
78 MECHANICAL SPACES
6 REGULAR SPACES
84 PARKING SPACES TOTAL

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PLANNING
& ZONING

Revisions	
06/27/2016	
07/19/2016	

CONSULTANTS

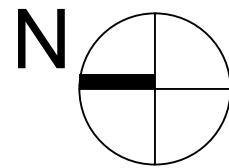
Date
10/11/2016
Scale
As Shown
Project No.
1338

A-108

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By jatrovet - Date: 10/11/2016



1 BASEMENT -1
SCALE: 1/16" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PLANNING
& ZONING

Revisions	
	06/27/2016
	07/19/2016

CONSULTANTS

Date

10/11/2016

Scale

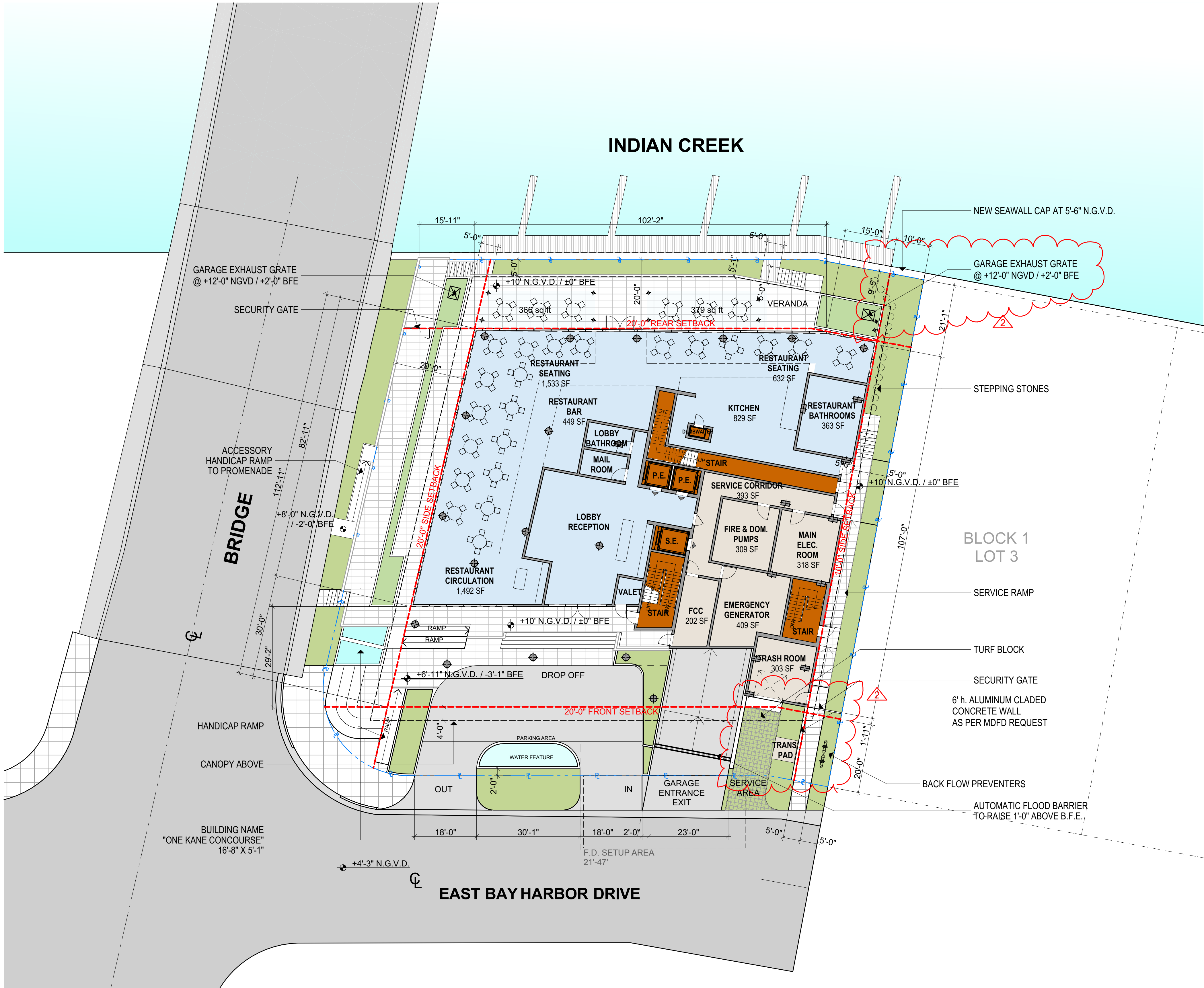
As Shown

Project No.

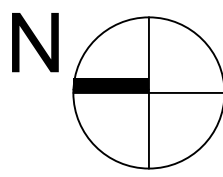
1338

A-109

These Drawings and Drawings are The Copyrighted Property of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect. This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By: jatrovet - Date: 10/11/2016



1 LEVEL 1
SCALE: 1/16" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



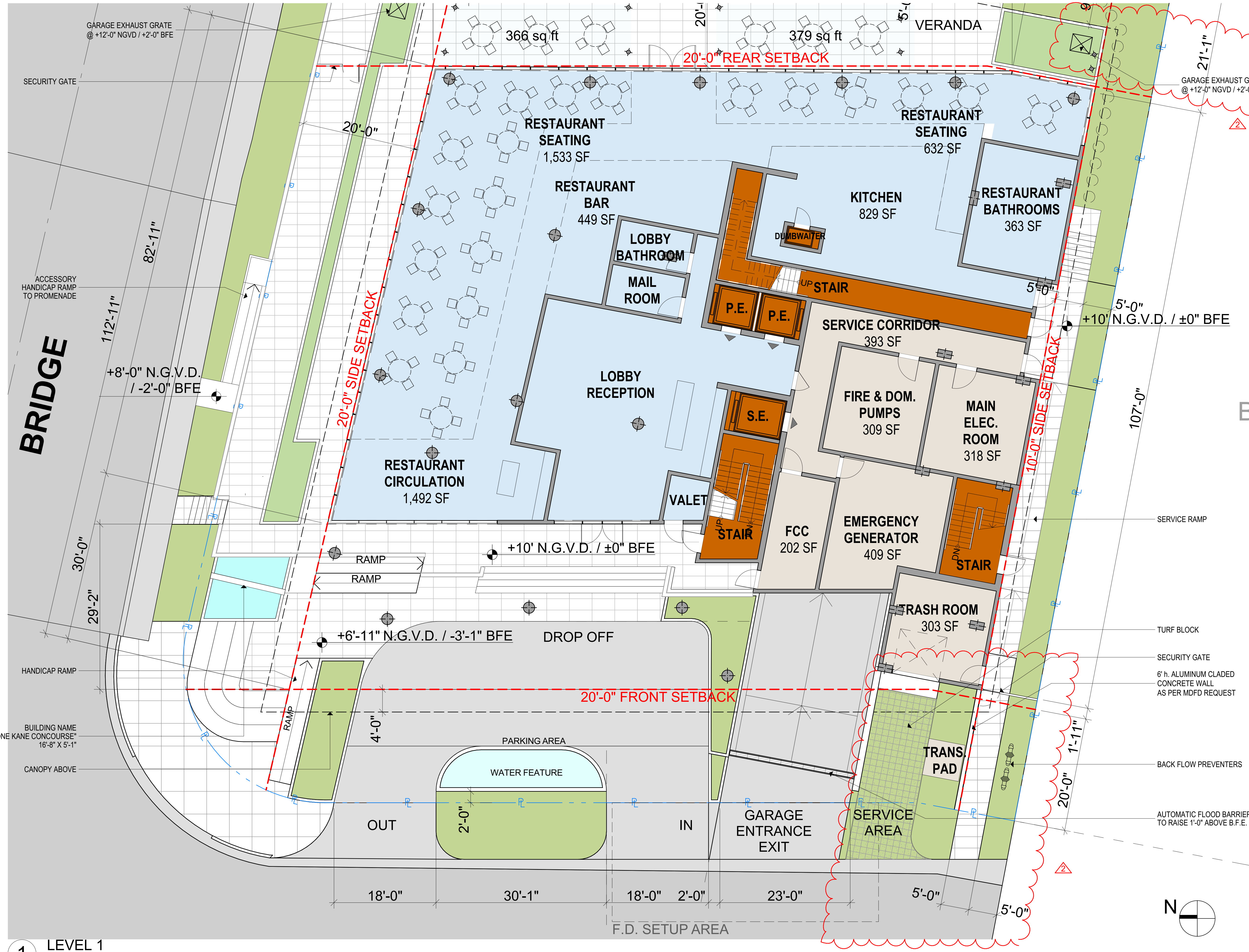
PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-110



1 LEVEL 1
SCALE: 1/8" = 1'-0"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOUR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-111

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect. This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled. File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By: jarcouet - Date: 10/11/2016

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By: jatrovet - Date: 10/11/2016



1 LEVEL 2
SCALE: 1/16" = 1'-0"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-112

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By jatrovet - Date: 10/11/2016

1

LEVEL 2
SCALE: 1/8" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

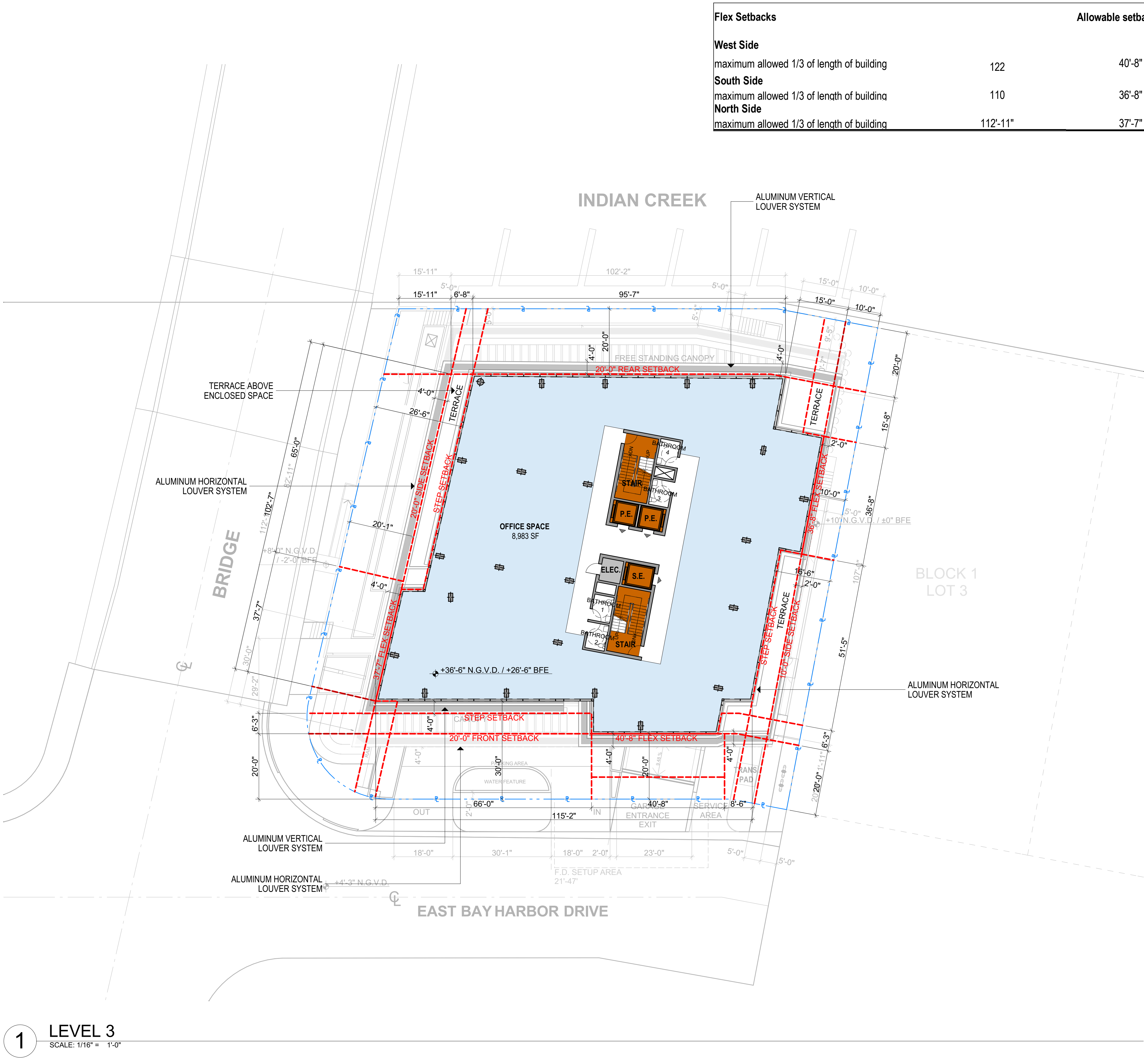
Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-113

These Drawings and Drawings are The Copyrighted Property of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By jatrovet - Date: 10/11/2016



Flex Setbacks		Allowable setback (Feet)	Proposed (Feet)
West Side			
maximum allowed 1/3 of length of building	122	40'-8"	40'-8"
South Side			
maximum allowed 1/3 of length of building	110	36'-8"	36'-8"
North Side			
maximum allowed 1/3 of length of building	112'-11"	37'-7"	37'-7"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-114

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing work. Drawings Not to be Stalled.
File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By: jarcovet - Date: 10/11/2016

1

LEVEL 3
SCALE: 1/8" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-115

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By: jarcouet - Date: 10/11/2016

1

LEVEL 4
SCALE: 1/8" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

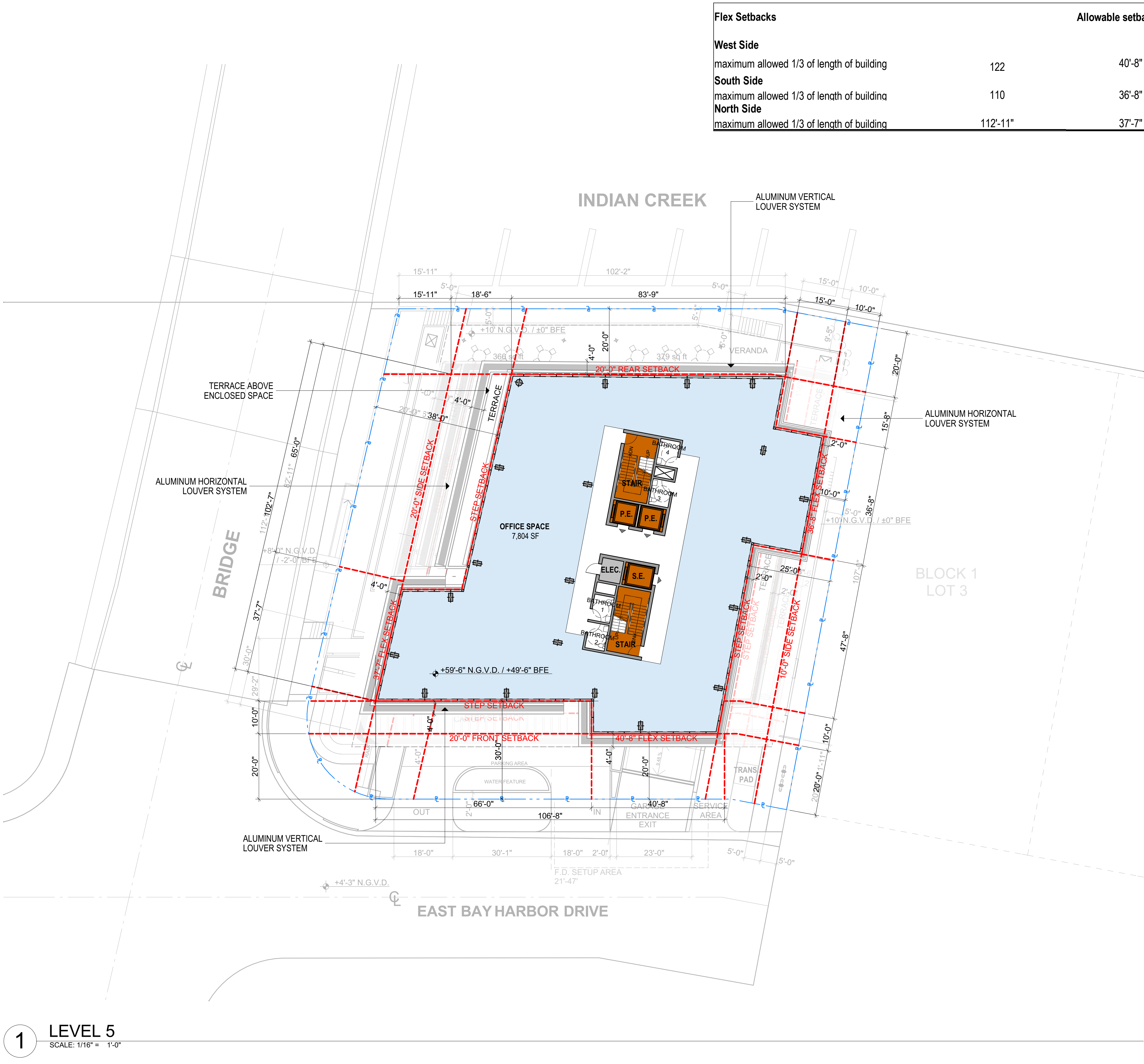
Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-117

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By: jatrovet - Date: 10/11/2016



Flex Setbacks		Allowable setback (Feet)	Proposed (Feet)
West Side			
maximum allowed 1/3 of length of building	122	40'-8"	40'-8"
South Side			
maximum allowed 1/3 of length of building	110	36'-8"	36'-8"
North Side			
maximum allowed 1/3 of length of building	112'-11"	37'-7"	37'-7"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

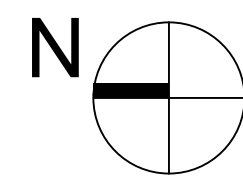
Revisions
06/27/2016
07/19/2016

CONSULTANTS

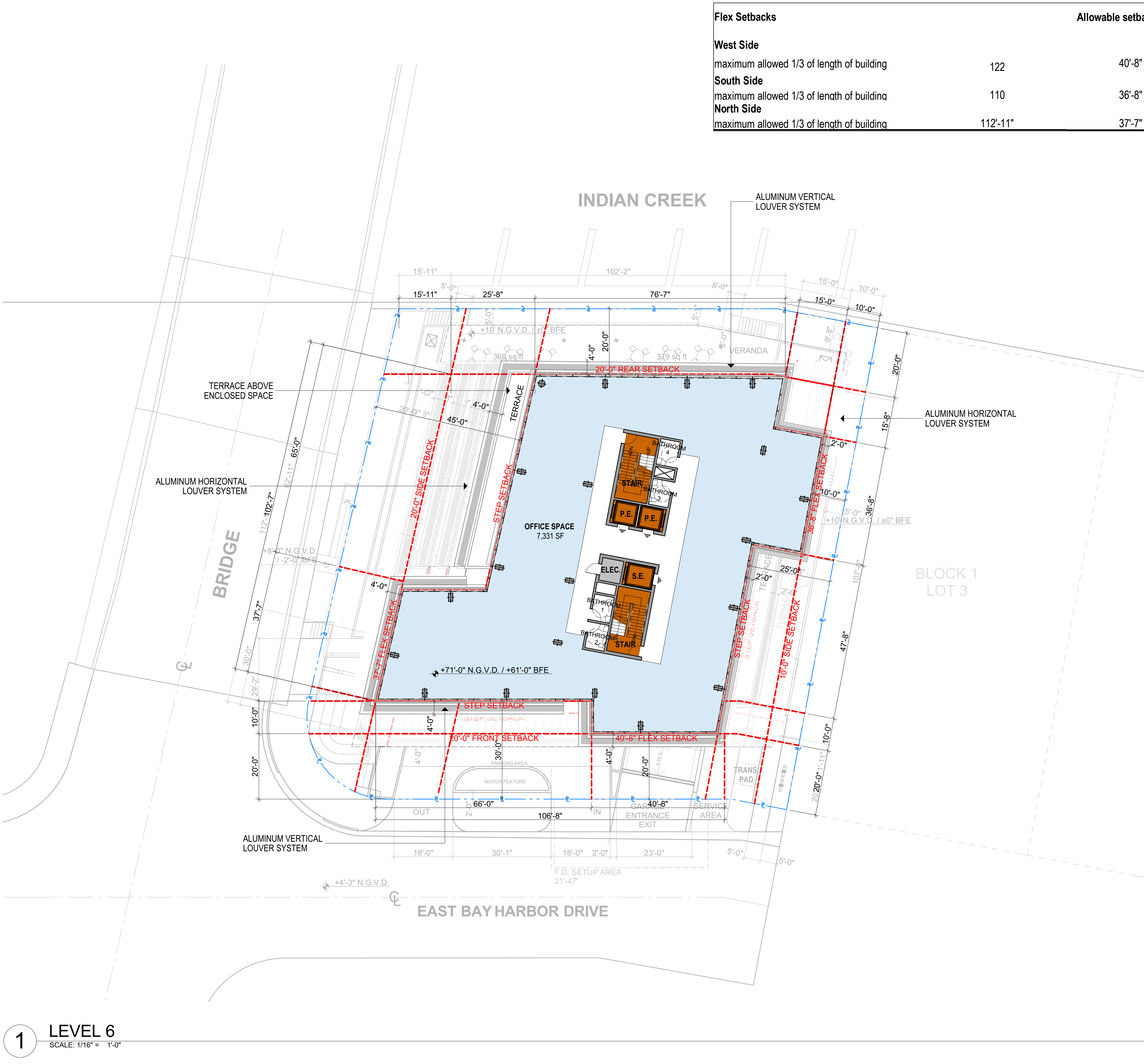
Date
10/11/2016
Scale
As Shown
Project No.
1338

A-118

1 **LEVEL 5**
SCALE: 1/8" = 1'-0"



These Drawings and Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Consultant Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By: jatrovet - Date: 10/11/2016



Flex Setbacks		Allowable setback (Feet)	Proposed (Feet)
West Side			
maximum allowed 1/3 of length of building	122	40'-8"	40'-8"
South Side			
maximum allowed 1/3 of length of building	110	36'-8"	36'-8"
North Side			
maximum allowed 1/3 of length of building	112'-11"	37'-7"	37'-7"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-120

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By: jarcovet - Date: 10/11/2016

1 LEVEL 6
SCALE: 1/8" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

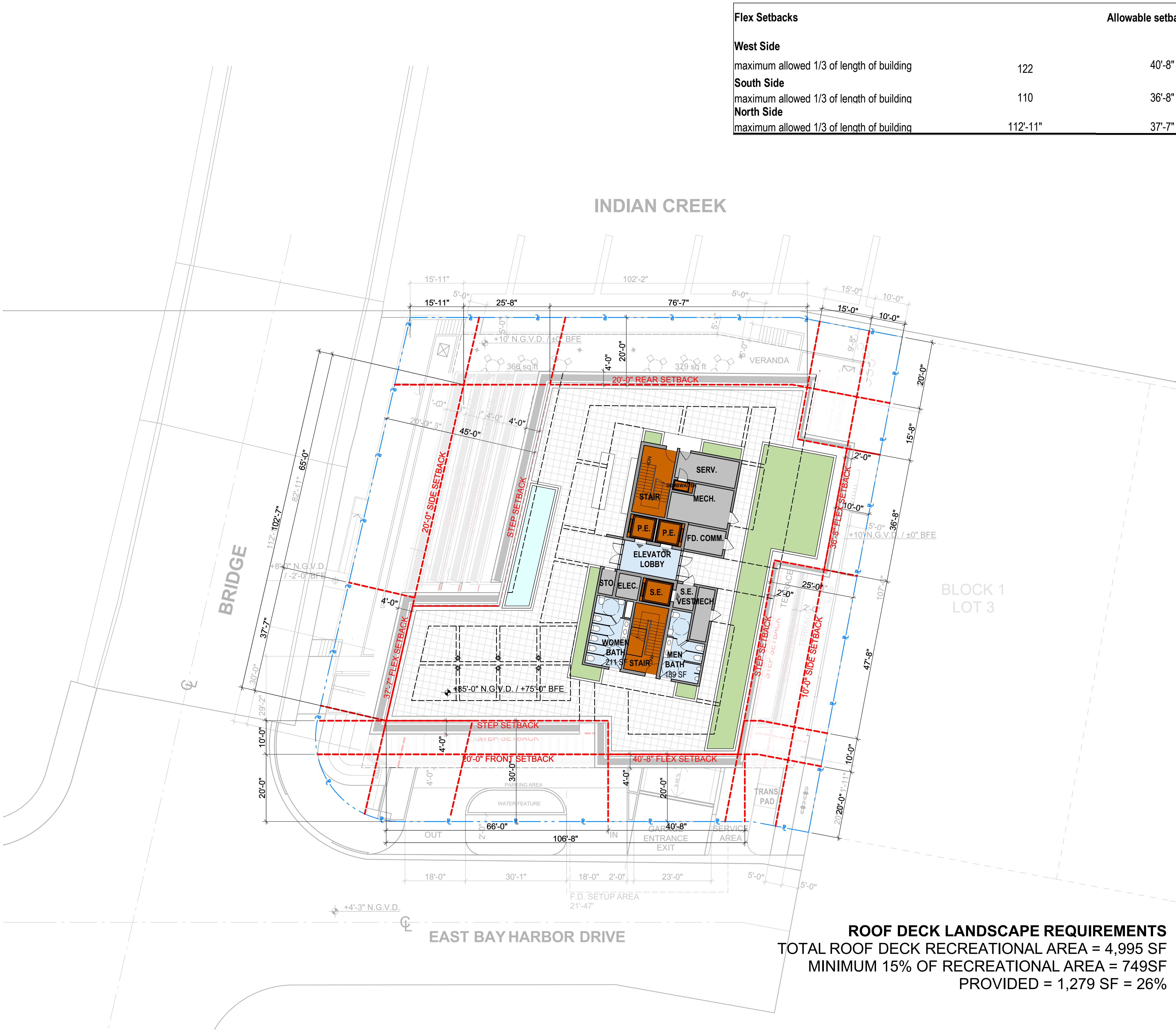
Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-121

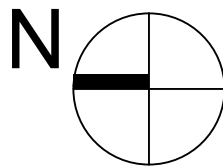
These Drawings and Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect. This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.pln - By jatrovet - Date: 10/11/2016



Flex Setbacks		Allowable setback (Feet)	Proposed (Feet)
West Side			
maximum allowed 1/3 of length of building	122	40'-8"	40'-8"
South Side			
maximum allowed 1/3 of length of building	110	36'-8"	36'-8"
North Side			
maximum allowed 1/3 of length of building	112'-11"	37'-7"	37'-7"

ROOF DECK LANDSCAPE REQUIREMENTS
TOTAL ROOF DECK RECREATIONAL AREA = 4,995 SF
MINIMUM 15% OF RECREATIONAL AREA = 749SF
PROVIDED = 1,279 SF = 26%

1 LEVEL ROOF DECK
SCALE: 1/16" = 1'-0"



revuelta
architecture
international



Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1115
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date

10/11/2016

Scale

As Shown

Project No.

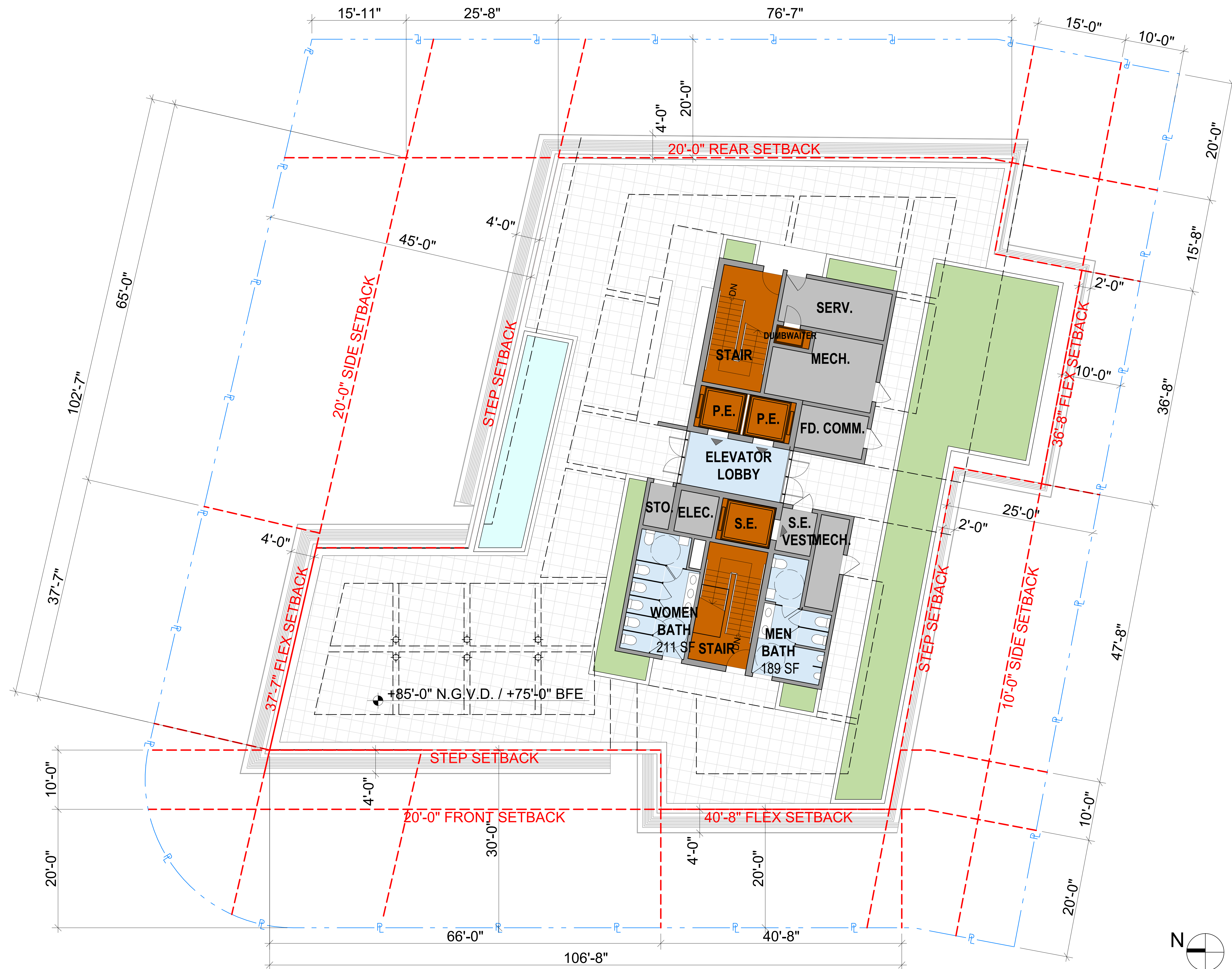
1338

A-122

1

LEVEL ROOF DECK

SCALE: 1/8" = 1'-0"



revuelta
architecture
international

architecture
international

international

Miami
Atlanta
Santiago, Chile

Atlanta

Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 110
MIAMI, FL 33133
T. 305.580.5000
F. 305.580.5040

MIAMI, FL 33133

MIAMI, FL 33133

F, 305.590.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

AR 0007972

PROJECT

ONE KANE CONCOURSE

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAILORCO™



PLANNING & ZONING

& ZONING

Revisions

1 06/27/2016

07/19/2016

CONSULTANTS

Date _____

10/11/2016

Scale

As Shown

Project No.

1338

A-123

These Design And Drawings Are The Copyrighted Property Of Revellula Architecture International P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect.
The Contractor Must Check And Verify all Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies to The Architects Before Commencing work. Drawings Not to be Sealed.
File: G:\Projects\1338 OFFICE BUILDING SAV HARBOR\BIM\OFFICE MODEL 2016 May 31.dgn - By:atrouet - Date: 10/11/2016

Flex Setbacks		Allowable setback (Feet)	Proposed (Feet)
West Side			
maximum allowed 1/3 of length of building	122	40'-8"	40'-8"
South Side			
maximum allowed 1/3 of length of building	110	36'-8"	36'-8"
North Side			
maximum allowed 1/3 of length of building	112'-11"	37'-7"	37'-7"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 110
MIAMI, FL 33133
T. 305.580.5000
F. 305.580.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

OWNER INFORMATION



PLANNING & ZONING

Revisions	
1	06/27/2016
2	07/19/2016

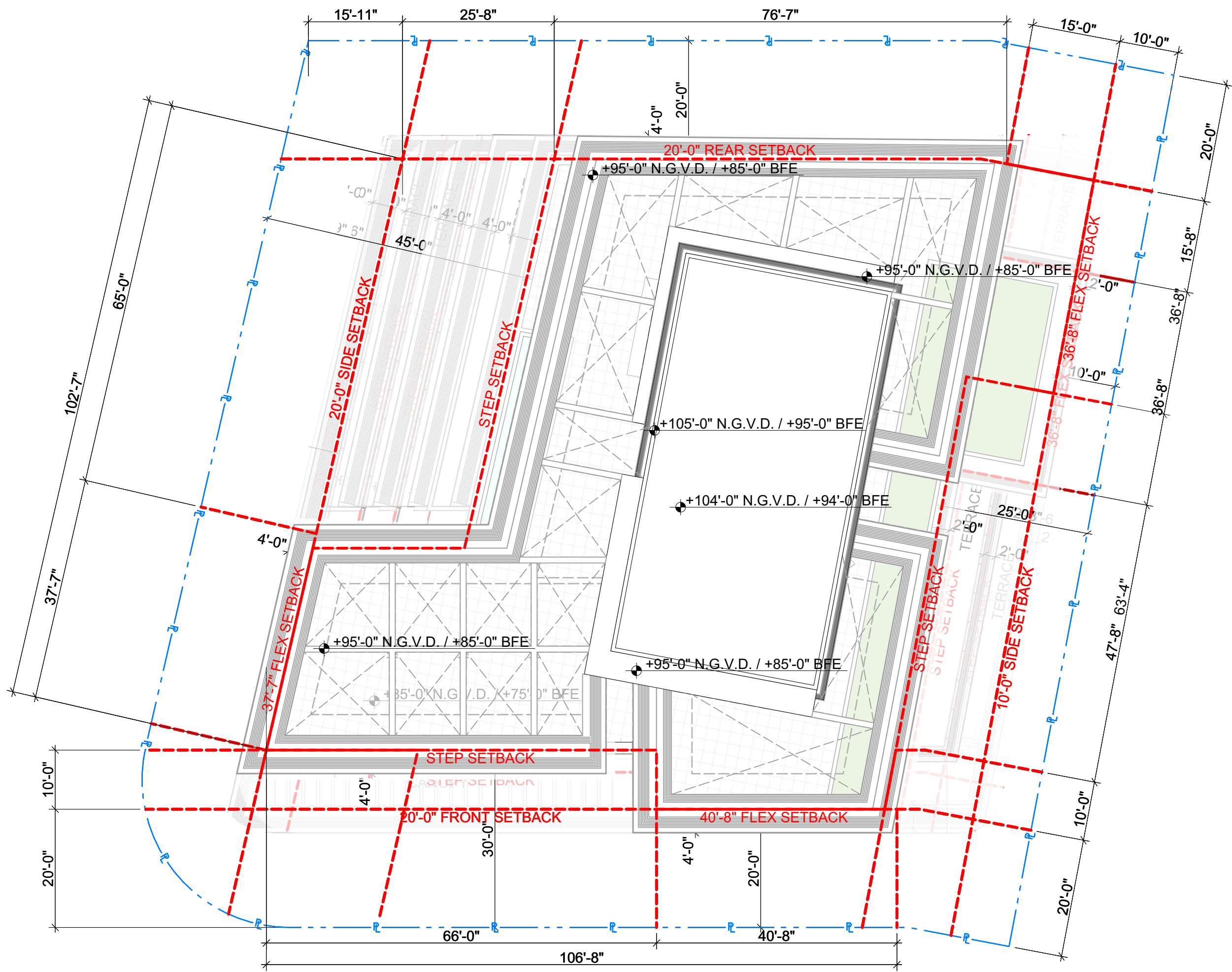
CONSULTANTS

Date
10/11/2016

Scale
As Shown

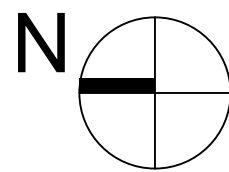
Project No.
1338

A-124



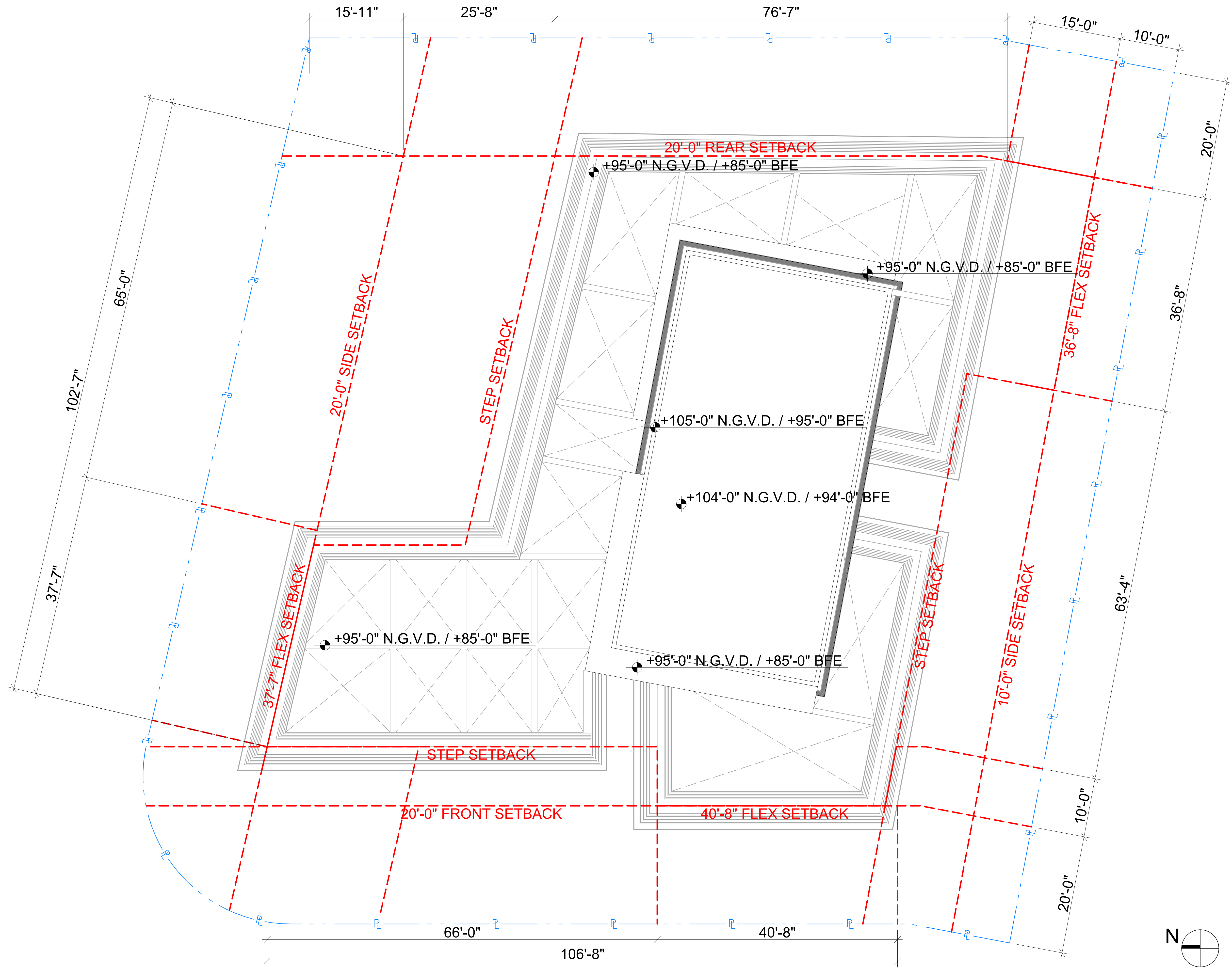
1 UPPER ROOF

SCALE: 1/16" = 1'-0"



These Drawings and Design are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without The Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By jatrovet - Date: 10/11/2016

1 UPPER ROOF
SCALE: 1/8" = 1'-0"



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

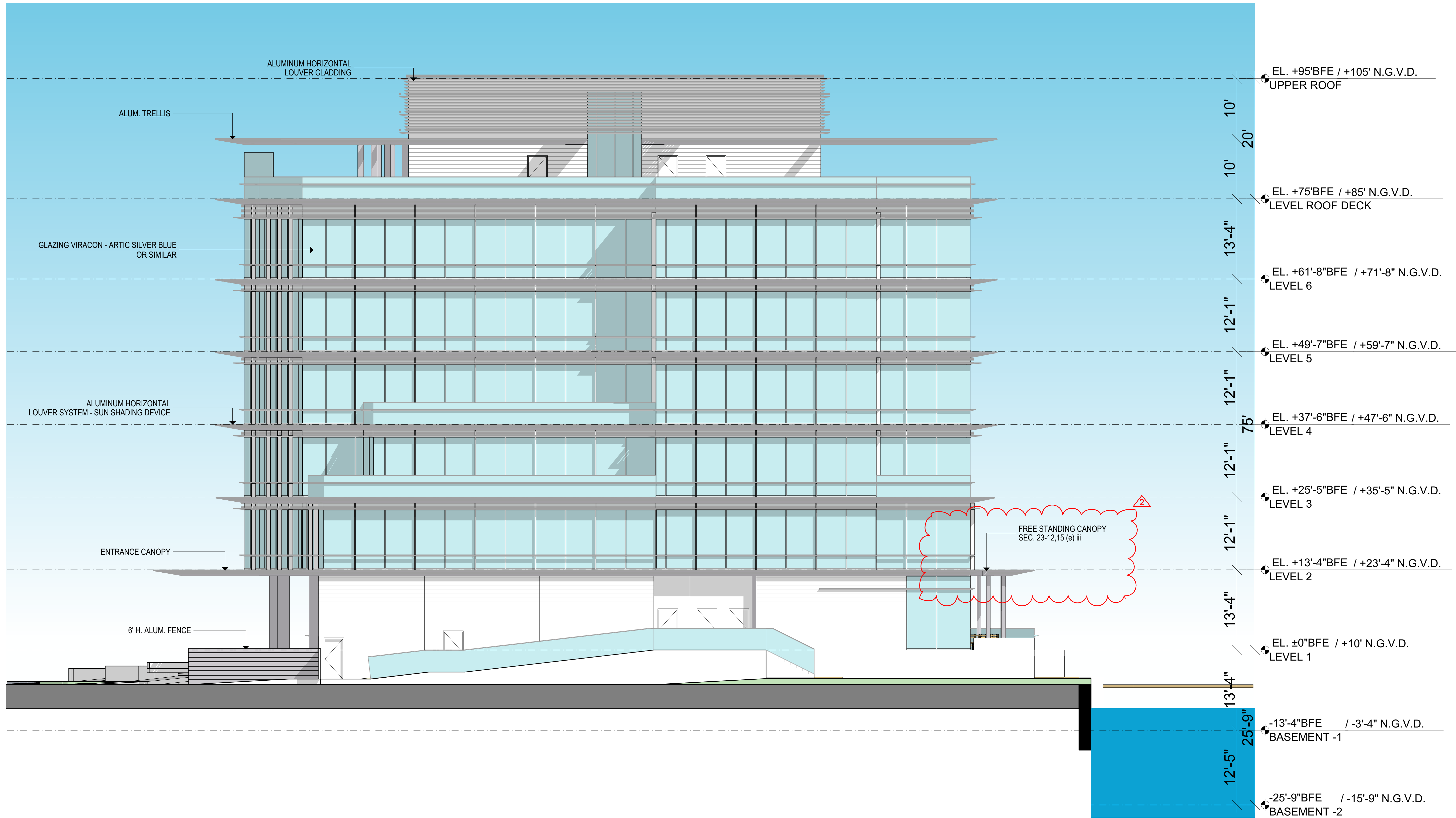
PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

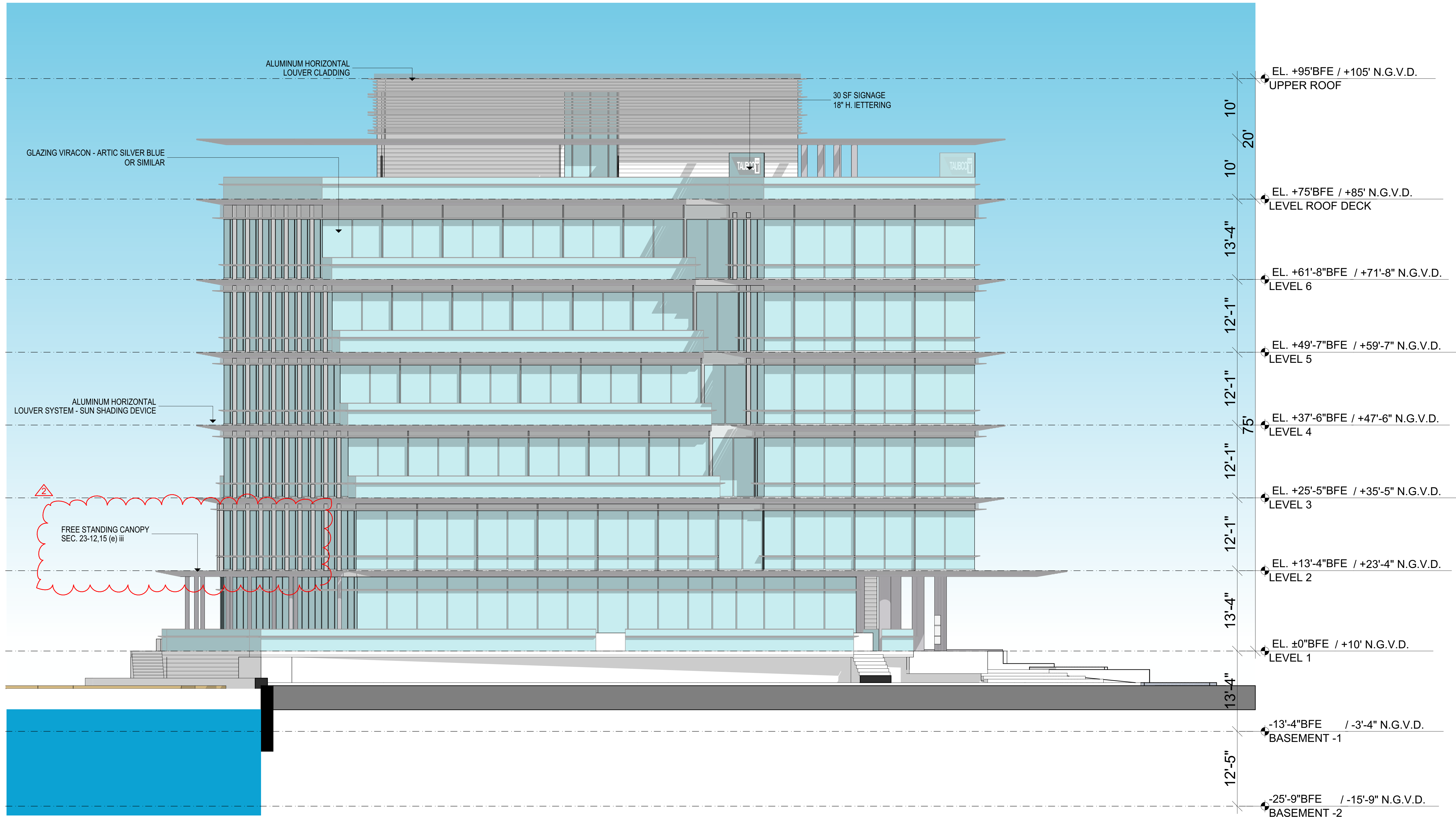
A-125



1
A-126

SOUTH ELEVATION

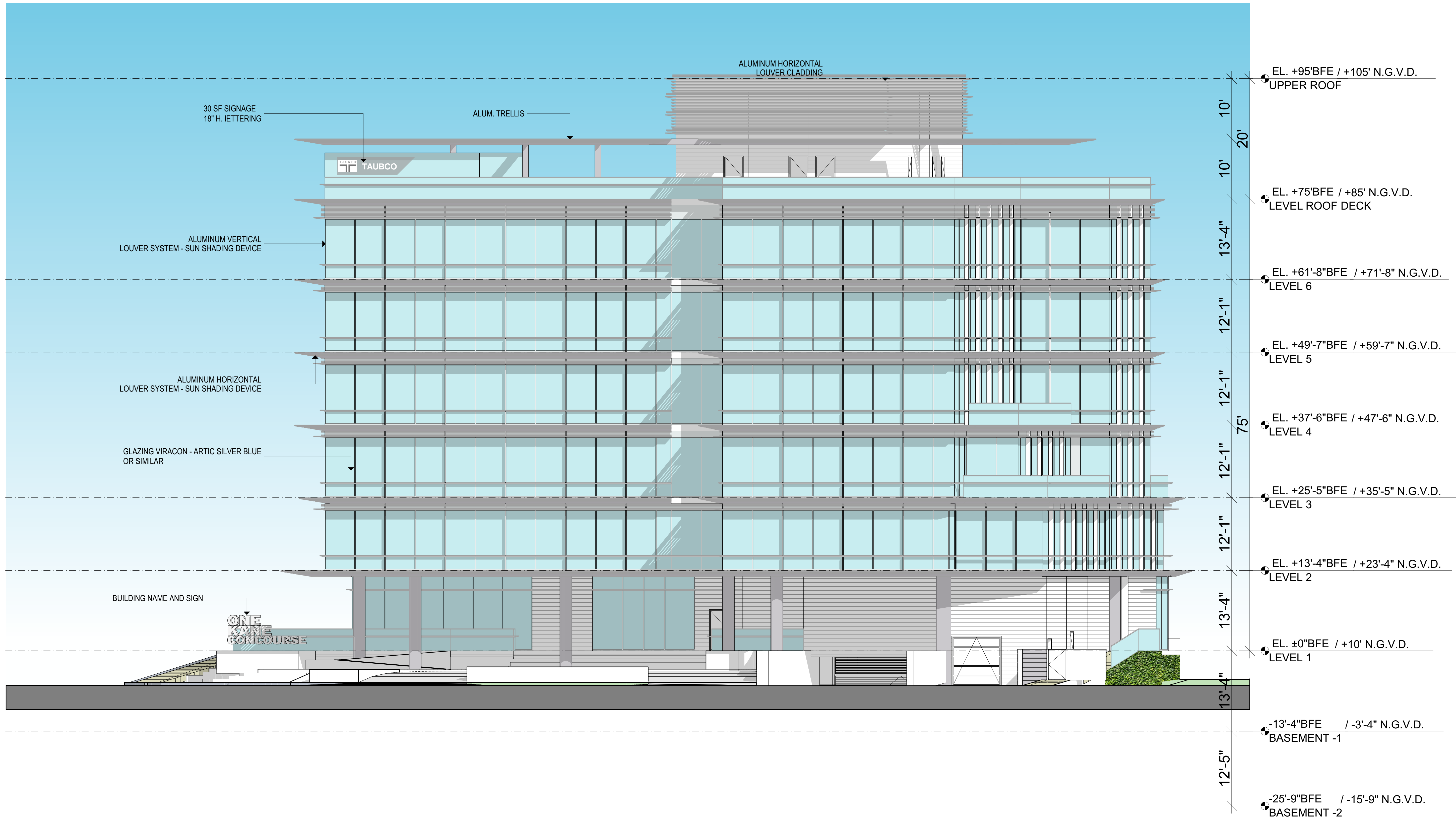
SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

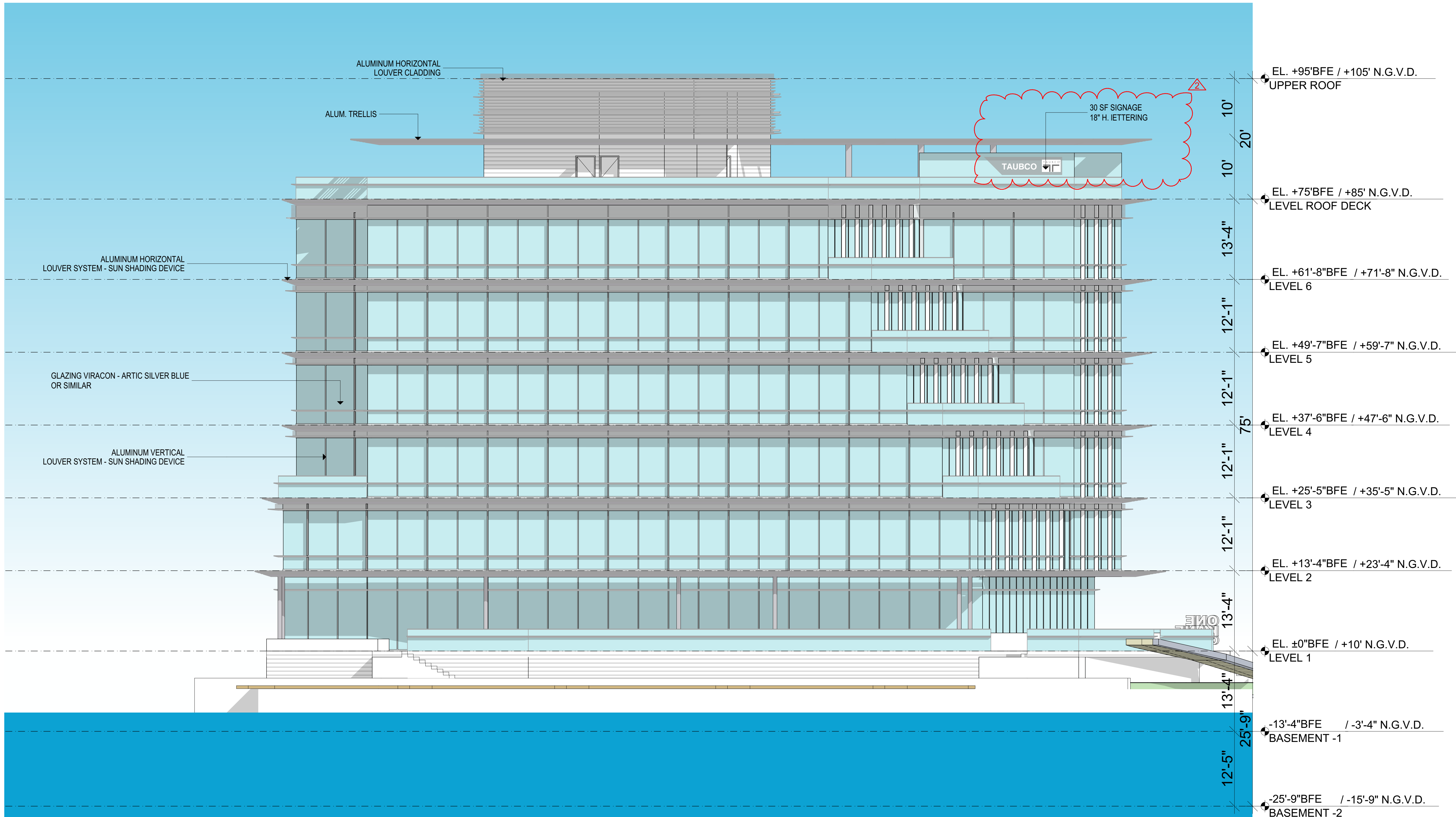
These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
This Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.in - By: jrcoutet - Date: 10/11/2016



WEST ELEVATION

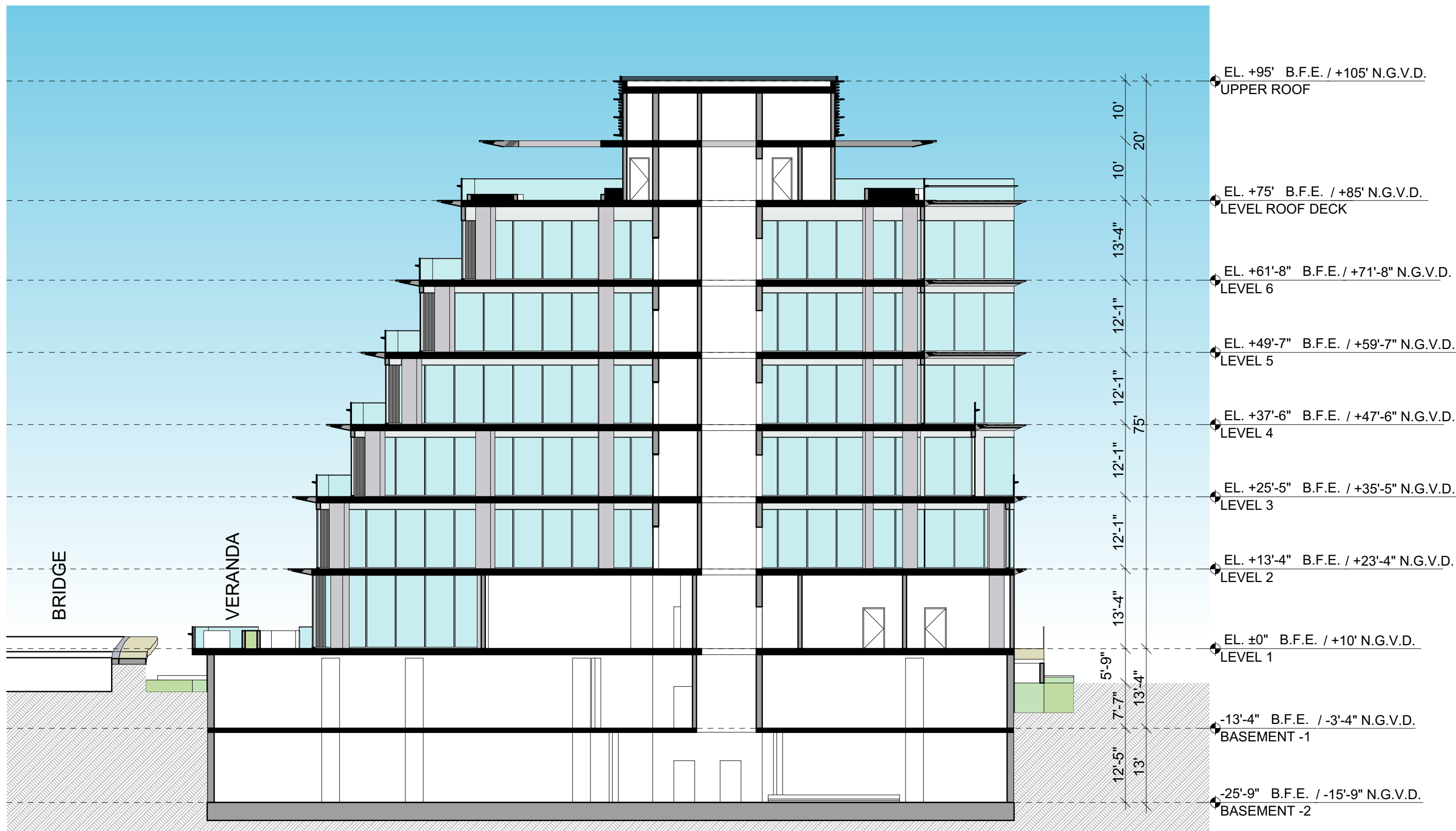
SCALE: 1/8" = 1'-0"

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Stalled.
File: G:\Projects\1338 OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.in - By: jrc/ruet - Date: 10/11/2016





1
A-130
N-S SECTION
SCALE: 1/16" = 1'-0"



2
A-130
E-W SECTION
SCALE: 1/16" = 1'-0"

These Design And Drawing Are The Copyrighted Property Of Revuelta Architecture International P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Scaled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2016 MAY 3.pln - By: jatrovet - Date: 10/11/2016



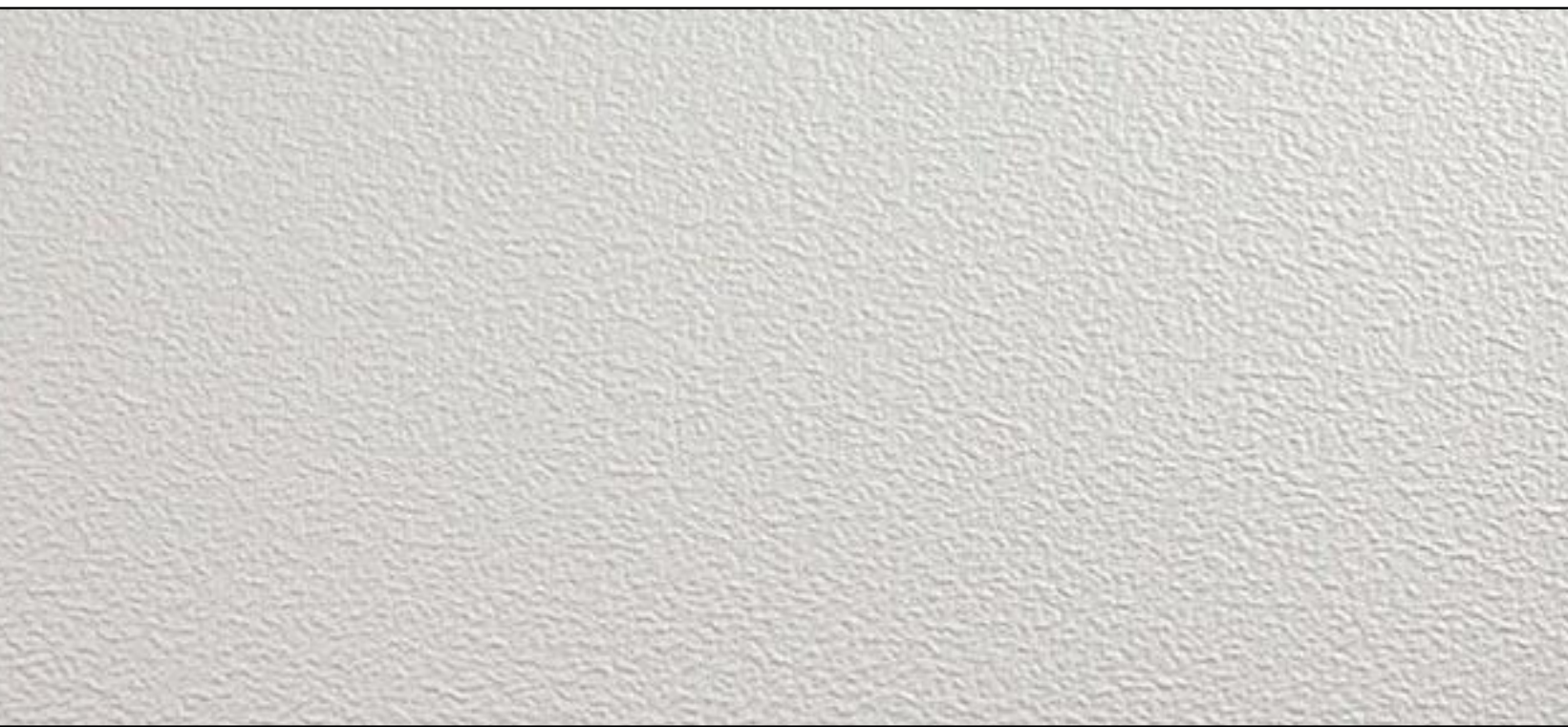
PVDF ALUMINUM FINISH FOR TRELLISES AND SUN SHADING DEVICES
ROMAN SILVER (MATTE AND SHINING FINISHES)



GLAZING VIRACON - ARTIC SILVER BLUE
OR SIMILAR



SMOOTH STUCCO FINISH WITH SCORE LINES
WHITE



SHELL REEF STONE
OR SIMILAR



revuelta
architecture
international

Miami
Atlanta
Santiago, Chile
revuelta-architecture.com

2950 SW 27TH AVENUE,
SUITE 1110
MIAMI, FL 33133
T: 305.560.5000
F: 305.560.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO
T

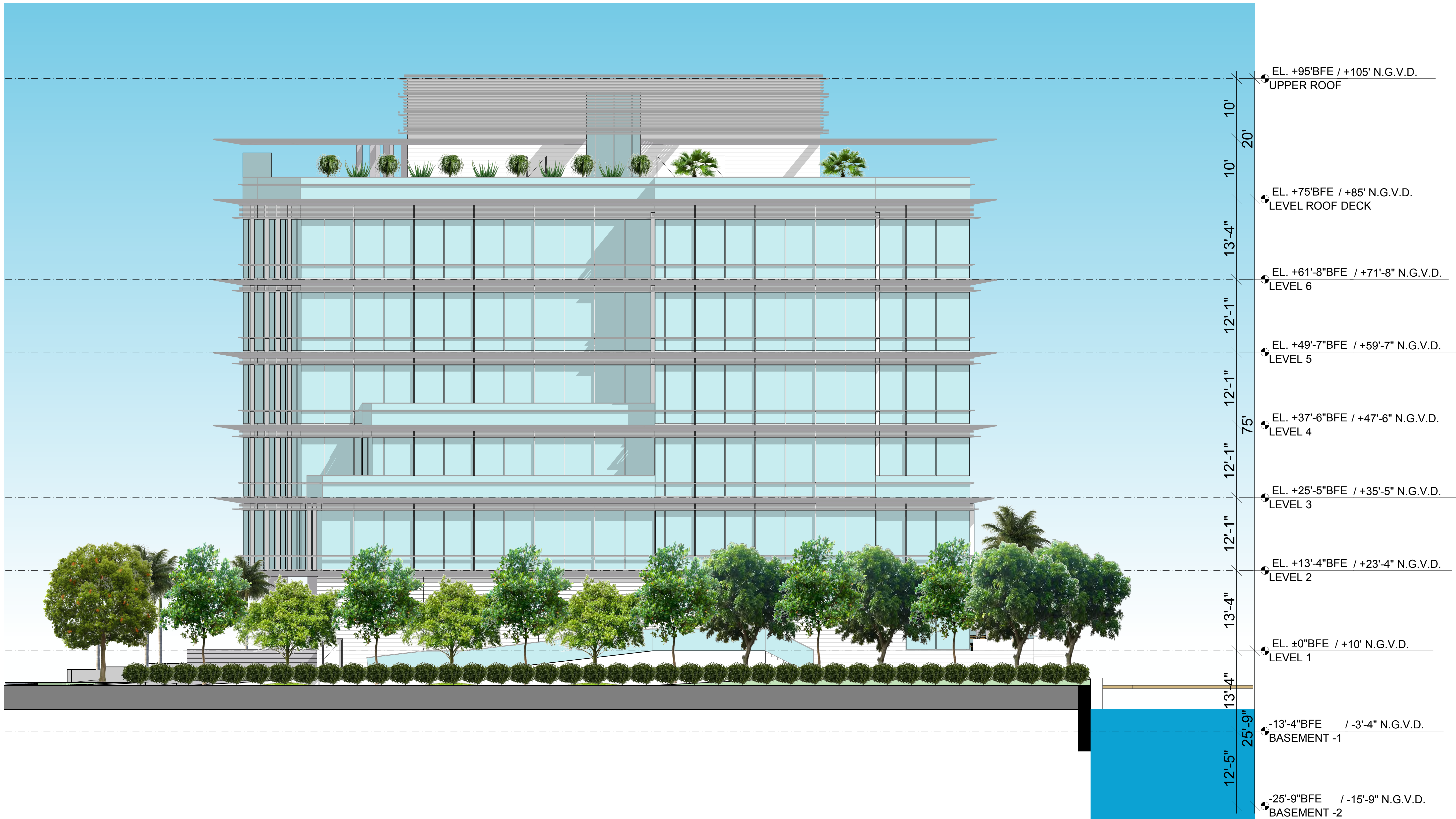
PLANNING
& ZONING

Revisions
06/27/2016
07/19/2016

CONSULTANTS

Date
10/11/2016
Scale
As Shown
Project No.
1338

A-131



1
A-132

SOUTH ELEVATION - LANDSCAPE

SCALE: 1/8" = 1'-0"



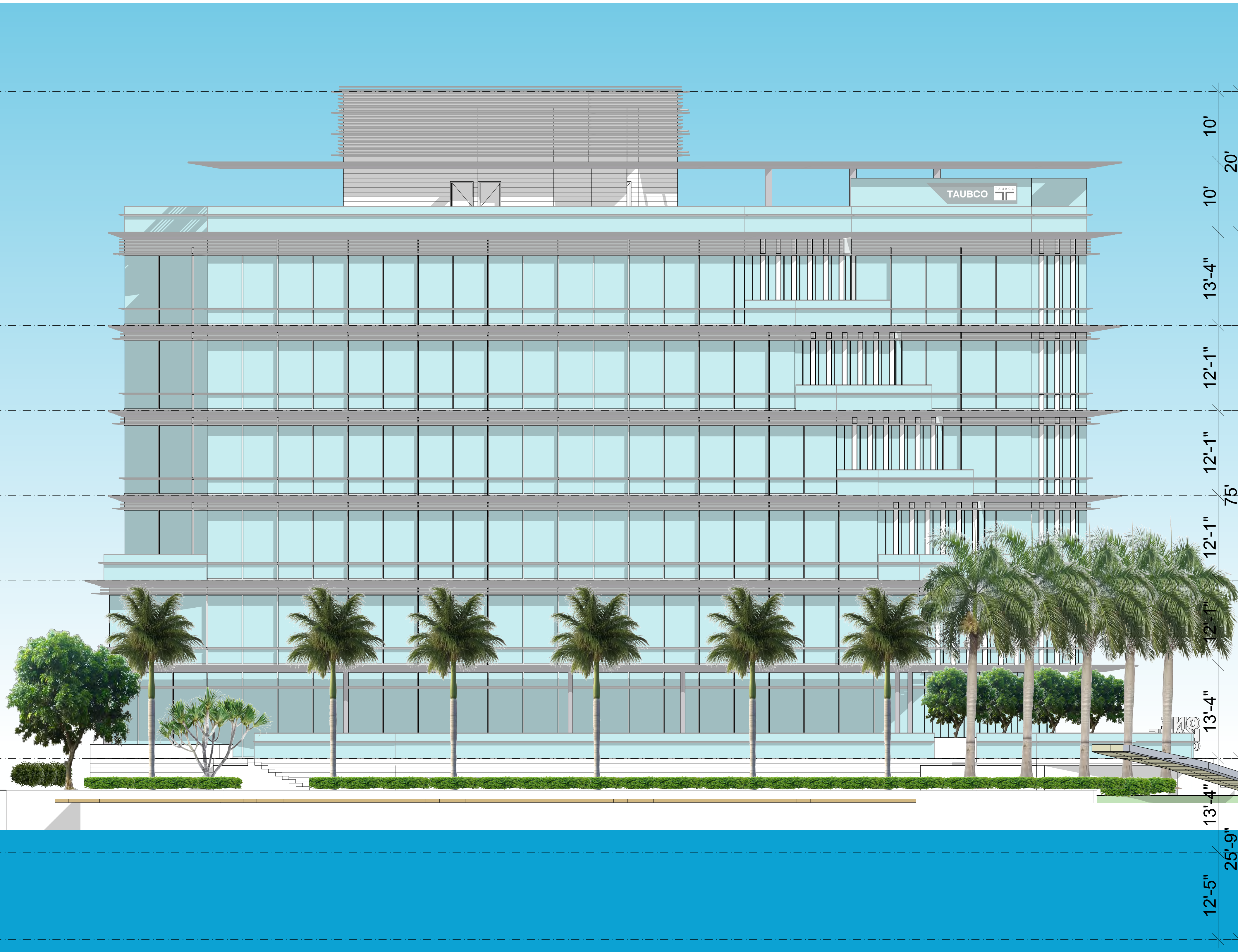
1
A-133
NORTH ELEVATION - LANDSCAPE
SCALE: 1/8" = 1'-0"

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Copied, or Used in Any Manner Without the Written Consent of the Architect.
The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Scaled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\IM\OFFICE MODEL 2016 MAY 3.in - By: sarouel - Date: 12/15/2016



1
A-134
WEST ELEVATION - LANDSCAPE
SCALE: 1/8" = 1'-0"

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect.
The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing Work. Drawings Not to be Scaled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\OFFICE MODEL 2016 MAY 3.in - By: jrcouet - Date: 12/15/2016



EL. +95'BFE / +105' N.G.V.D.
UPPER ROOF

EL. +75'BFE / +85' N.G.V.D.
LEVEL ROOF DECK

EL. +61'-8"BFE / +71'-8" N.G.V.D.
LEVEL 6

EL. +49'-7"BFE / +59'-7" N.G.V.D.
LEVEL 5

EL. +37'-6"BFE / +47'-6" N.G.V.D.
LEVEL 4

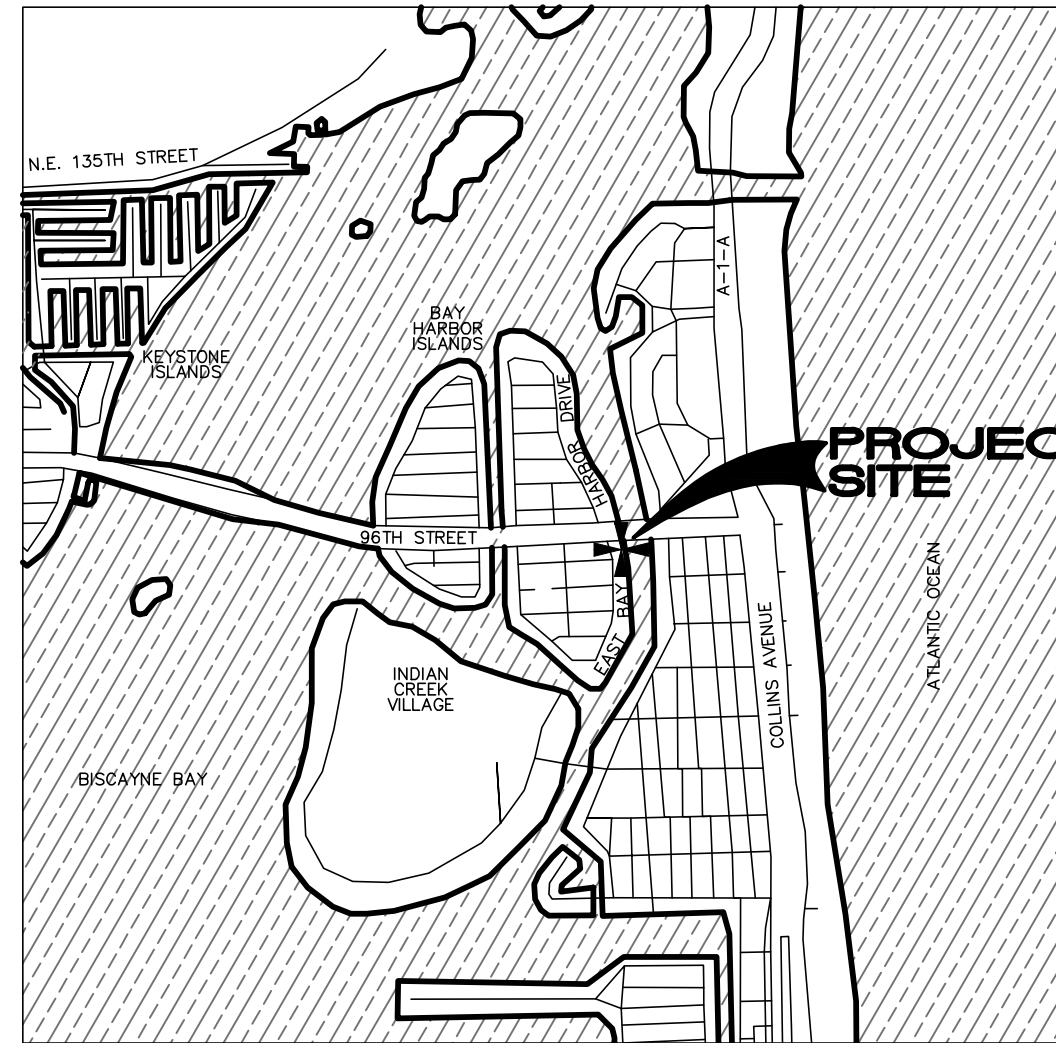
EL. +25'-5"BFE / +35'-5" N.G.V.D.
LEVEL 3

EL. +13'-4"BFE / +23'-4" N.G.V.D.
LEVEL 2

EL. ±0"BFE / +10' N.G.V.D.
LEVEL 1

-13'-4"BFE / -3'-4" N.G.V.D.
BASEMENT -1

-25'-9"BFE / -15'-9" N.G.V.D.
BASEMENT -2



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1 AND 2, BLOCK 1, "BAY HARBOR ISLAND",
ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT
BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.

ONE KANE CONCOURSE

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PRE-DRC

Permit Revisions

CONSULTANTS

CIVIL ENG.
HS HOLLAND ENGINEERING INC.
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)387-0371 • (954)387-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

SIGNATURE DATE EBT325

Date

01/28/2016

Drawing

AA

Check by

SCH

Scale

As Shown

Project No.

15-43

NO. OF SHEETS: 3

SHEET NO.: C-1

INDIAN CREEK CANAL

PROPOSED BUILDING
F.F.E. 10.0' NGVD

EAST BAY HARBOR DRIVE

60' RIGHT-OF-WAY

PAVING, GRADING & DRAINAGE PLAN

SCALE: 1"=10'

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

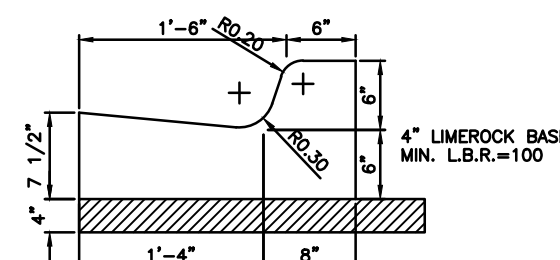
- NOTES:
1. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 2. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 3. CONNECT ALL ROOF DRAINS TO DRAINAGE WELL.
 4. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE AND IRRIGATION PIPES.
 5. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 6. EXISTING POWER/LIGHT POLES TO BE RELOCATED UNDERGROUND AS REQUIRED.
 7. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8" INCH/FT) SLOPE.
 8. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.
 9. THE TOWN MAY REQUIRE THAT THE SECTIONS OF EAST BAY DRIVE THAT ARE IN FRONT OF THE PROPERTY SHALL BE MILLED AND RESURFACED TO MAKE GOOD ANY AND ALL CONSTRUCTION RELATED DEFECTS.
 10. EXCAVATION IN ROADWAY SHALL BE RESTORED TO A MINIMUM WIDTH OF 1 FOOT ON EITHER SIDE OF THE EXCAVATION.

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

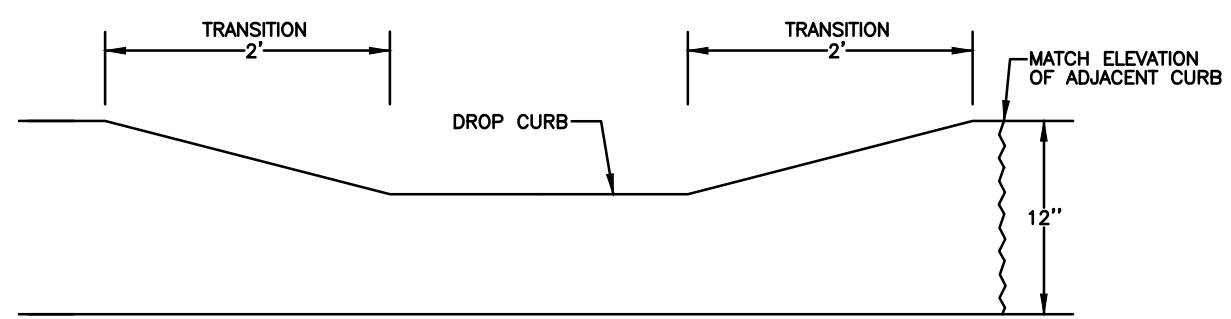
REFER TO SHEET C-2 FOR LOCATION OF
FIRE DEPARTMENT STAGING AREA.

DRAINAGE TO BE RETAINED ON-SITE AND NOT
DISCHARGE ONTO ADJACENT PROPERTY.

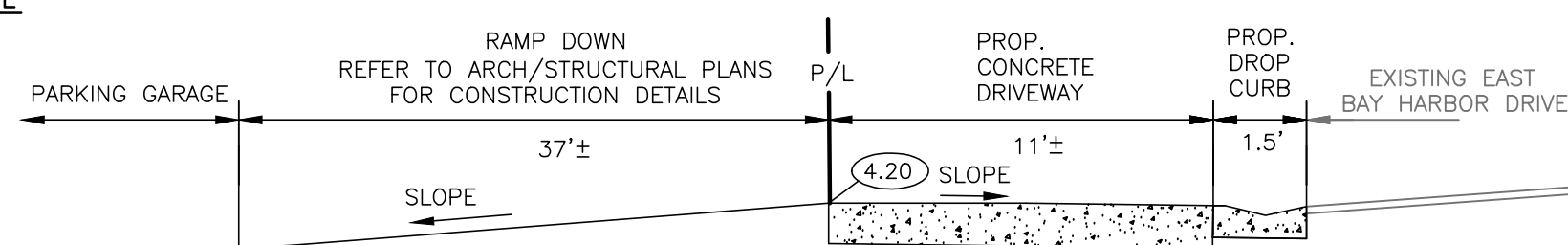
STANDARD DROP CURB
DETAIL



TYPE "F" CONCRETE CURB AND GUTTER
DETAIL



TRANSITION FROM DROP CURB
TO TYPE "F" CURB
DETAIL



SECTION B-B
NOT TO SCALE

LEGEND

- PROPOSED CONCRETE
- PROPOSED TURF BLOCK SURFACE
- PROPOSED STONE/PAVER
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING CONCRETE
- EXISTING PIPING AND APPURTENANCES
- EXISTING ELEVATION
- EXISTING CONCRETE LIGHT POLE
- PROPOSED WATER METER
- EXISTING FENCE

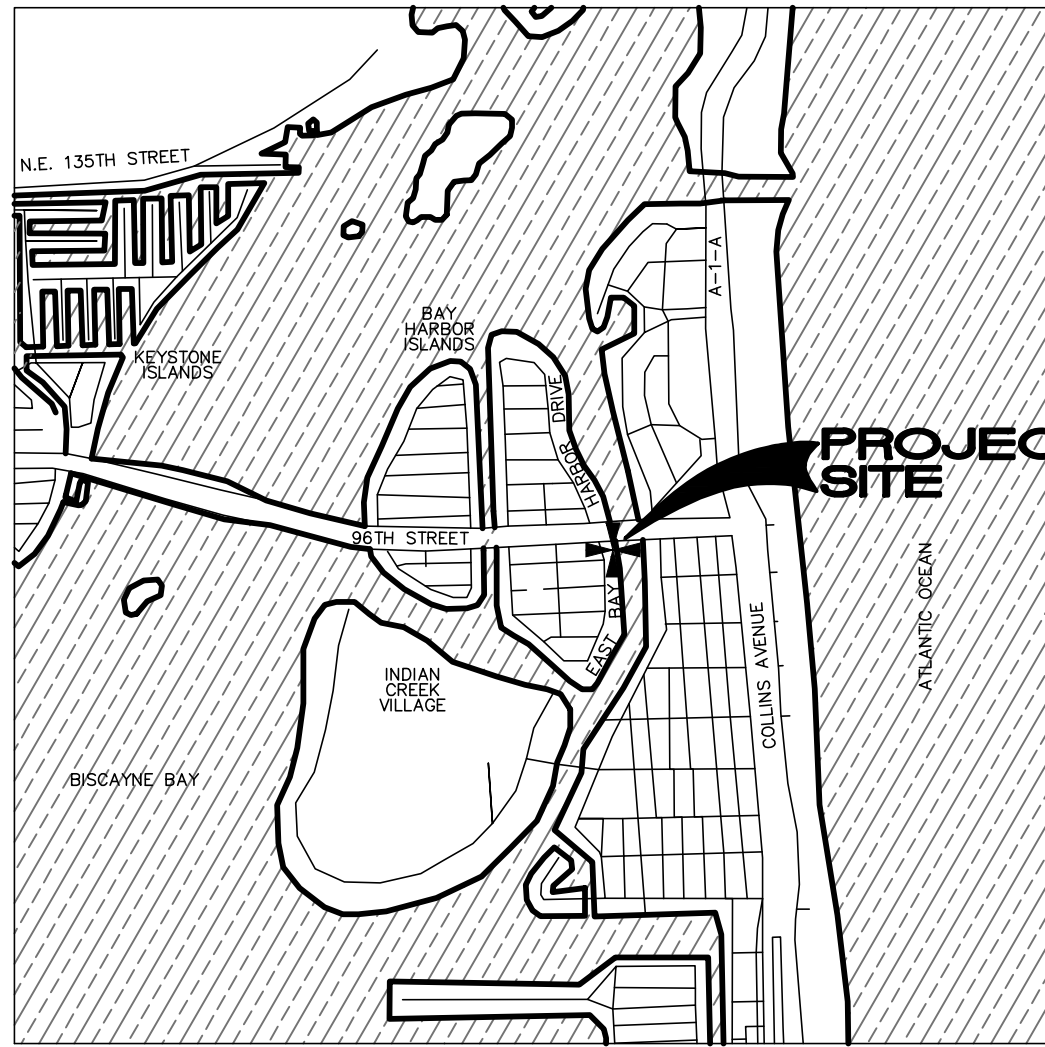
SIGN

CO

7.10

WM

X



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1 AND 2, BLOCK 1, "BAY HARBOR ISLAND",
ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT
BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.

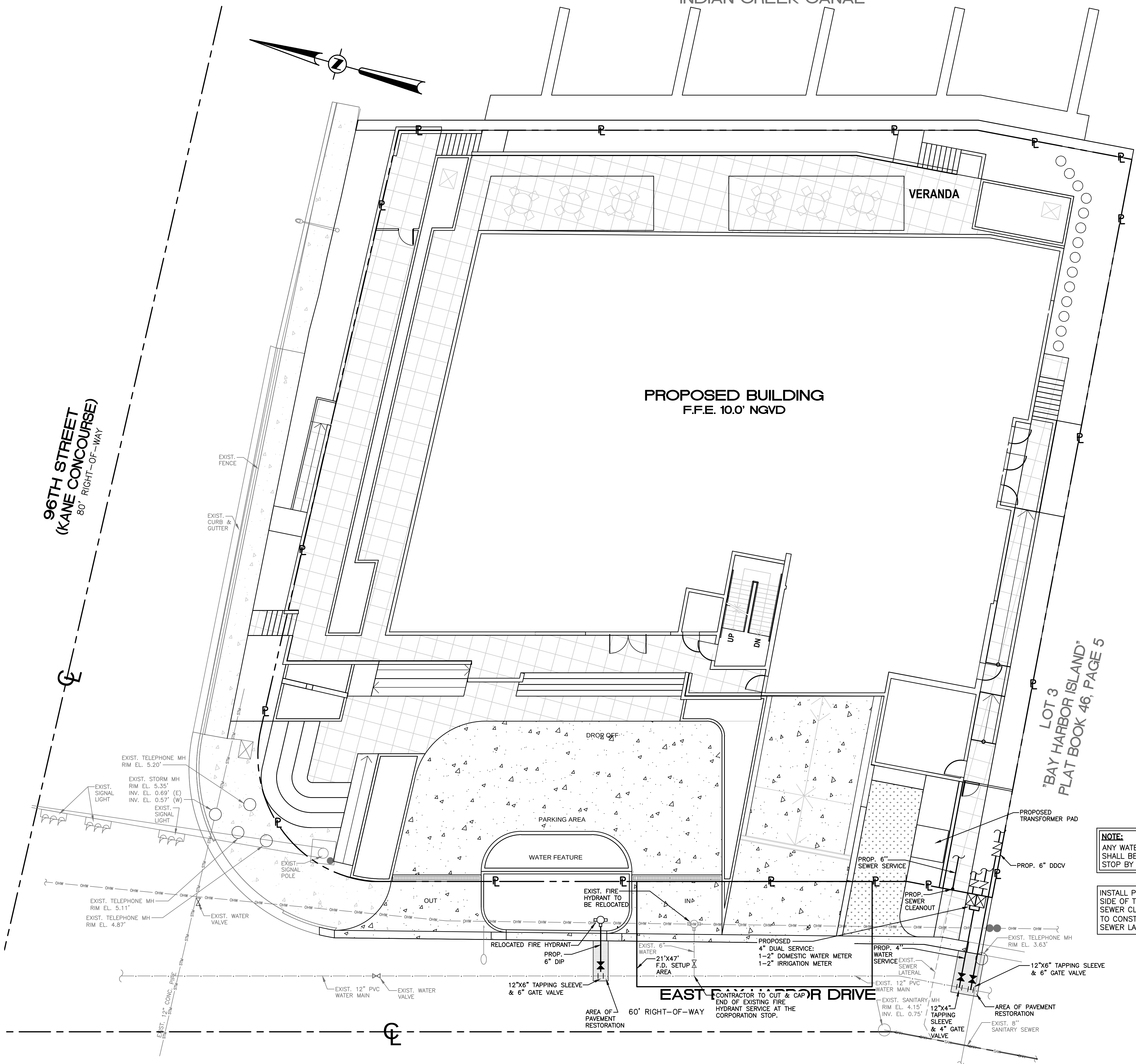
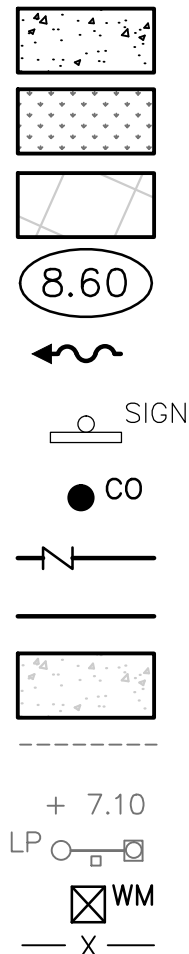
NOTES:

1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER LATERAL AND CONFIRM DEPTH OF PIPE.
3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS
5. THE TOWN MAY REQUIRE THAT THE SECTIONS OF EAST BAY DRIVE THAT ARE IN FRONT OF THE PROPERTY SHALL BE MILLED AND RESURFACED TO MAKE GOOD ANY AND ALL CONSTRUCTION RELATED DEFECTS.
6. EXCAVATION IN ROADWAY SHALL BE RESTORED TO A MINIMUM WIDTH OF 1 FOOT ON EITHER SIDE OF THE EXCAVATION.
7. ALL THERMO-STRIPING AND RPMS SHALL BE REPLACED TO ORIGINAL OR BETTER CONDITION.

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE

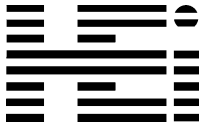
NOTE:
ANY WATER SERVICE TO BE ABANDONED SHALL BE CAPPED AT THE CORPORATION STOP BY THE DEVELOPER.

INSTALL PLUG (OR CAP) ON THE PROPERTY SIDE OF THE PVC CLEANOUT. SEWER CAP & SEWER CLEANOUT SHALL BE INSTALLED PRIOR TO CONSTRUCTION START UP. PROVIDE 6" SEWER LATERAL CONNECTION.



WATER & SEWER PLAN

SCALE: 1"=10'



Holland Engineering, Inc.

3900 Hollywood Blvd., Suite 303

Hollywood, FL 33021

**One Kane Concourse
9551 East Bay Harbor Drive, Bay Harbor Islands
Drainage Well Calculations**

Drainage Well

10 year, 1- hr storm = 3.6"/hour

Roof area = 10,245 sf

Drainage required = 10,245 sf X 3.6"/hour X ft/12" X hour/3600 sec = 0.85 cfs

Total drainage required = 0.85 cfs

Well head available for discharge:

Top elevation of vent pipe = 8'

Wet season water level = 2'

Design Head = 4.5'

Salt/fresh = 1.5'

1-24" well to be developed to discharge 350 gpm / ft. head

<u>Stage (feet)</u>	<u>Discharge (gpm)</u>	<u>Discharge (cfs)</u>
3	0	0
4	175	0.39
5	525	1.18
6	875	1.96
7	1,225	2.75
8	1,575	3.53

Sand and Oil Interceptor

Q = 1.00 cfs, retention = 1.5 minutes (90 seconds)

Volume = 1.00 cfs X 60 sec/min X 1.5 min = 90 cf

Use 5' wide X 5' deep X 10' long = 250 cf

Prepared by:

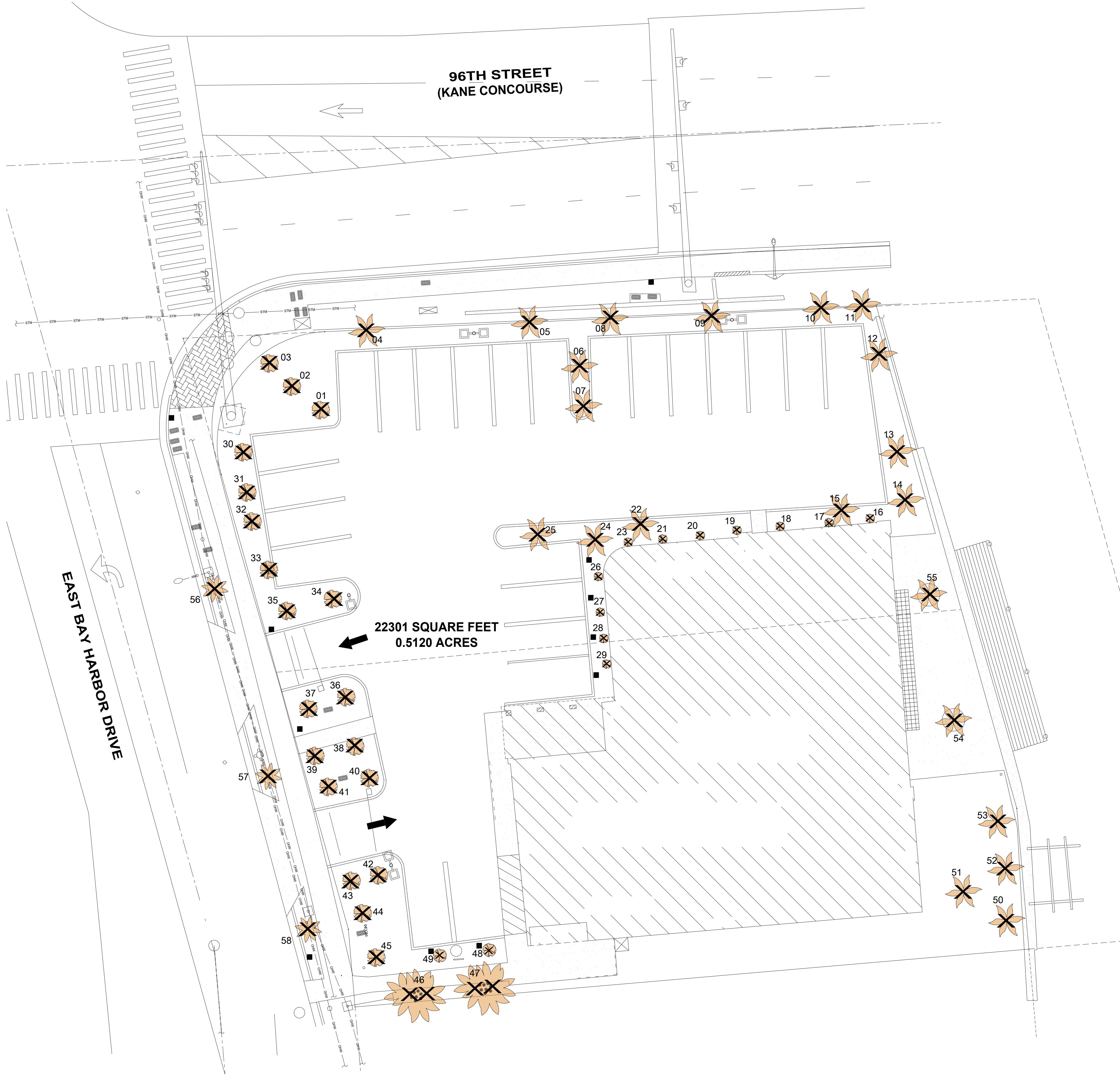
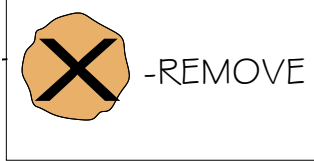
Susan C. Holland, P.E.

Lic. No. 41831

Filename: \\PROJECTS\\One Kane Concourse\\LA - Kane Concourse Landscape- Current - Plot Date: 6.24.2015 - Plotted By: Geomantic
These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect.
The Contractor Shall Be Responsible For Obtaining All Necessary Permits And Licenses And For Obtaining All Necessary Approvals From The Appropriate Authorities Before Commencing Work. Drawings Not To Be Scaled.
File: G:\Projects\11333_OFFICE BUILDING BAY HARBOR\\BIM\\OFFICE MODEL 2015 MEGANICAL OPTION.dgn By: J. J. J. Date: 6/18/2015

ONE KANE COUCOURSE									
Tree disposition list									
No.	cnt	Common Name	Botanical Name	Ht.	Spr	dbh	Can. Sq. ft.	Cond. / Disp.	
1-3	3	Podocarpus Tree	<i>Podocarpus macrophyllu</i>	10'-15'	8'	4"	151'	Construction / Demo	
4-15	12	Coconut palm	<i>Coco nucifera</i>	30'-35'	20'	6"-8"	3770'	Construction / Demo	
16-21	6	Italian Cypress	<i>Cupressus sempervirens</i>	12'-22'	4'	2'-4'	75'	Construction / Demo	
23	1	Italian Cypress	<i>Cupressus sempervirens</i>	15'	4'	4"	13'	Construction / Demo	
22,24,27	3	Coconut palm	<i>Coco nucifera</i>	30'-35'	20'	6"-8"	942'	Construction / Demo	
26-29	4	Italian Cypress	<i>Cupressus sempervirens</i>	15'	4'	4"	50'	Construction / Demo	
30-44	15	Ficus Benjamin	<i>Ficus Benjamina</i>	20'	20'	8"	4712'	Construction / Demo	
45	1	Sea Grape	<i>Coccoloba uvifera</i>	30'	15'	20"	177'	Construction / Demo	
46	1	Travelers palm (clust.)	<i>Ravenala madagascariensis</i>	35'	40'	70"	1257'	Construction / Demo	
47	1	Travelers palm (clust.)	<i>Ravenala madagascariensis</i>	35'	40'	70"	1257'	Construction / Demo	
48,49	2	Frangipani tree	<i>Plumena rubra</i>	18'	15'	20"	353'	Construction / Demo	
50-55	6	Coconut palm	<i>Coco nucifera</i>	30'-35'	20'	6"-8"	1885'	Construction / Demo	
56	1	Alexander palm(sgl.)	<i>Ptychosperma elegans</i>	18'	5'	3"	20'	Construction / Demo	
57	1	Alexander palm(tp.)	<i>Ptychosperma elegans</i>	18'	15'	6"	177'	Construction / Demo	
58	1	Alexander palm(dbl.)	<i>Ptychosperma elegans</i>	18'	10'	6"	79'	Construction / Demo	
Total		58 Trees to be Removed							
		Total Canopy sq. ft. Removing				14,917			

LEGEND



TREE DISPOSITION PLAN
SCALE: 3/32" = 1'-0"

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE, SUITE 110
MIAMI, FL 33133
T. 305.590.5000
F. 305.590.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

P&Z

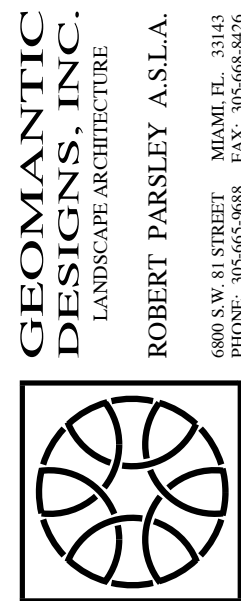
Permit Revisions

CONSULTANTS
SEAL

Date
6/25/2015
Drawing
MA
Check by

As Shown
Project No.

LD-1



Filename: J:\PROJECTS\One Kane Concourse\LA - Kane Concourse Landscape - Current - Plot Date: 10.5.2016 - Plotted By: Geomatic
This drawing is a reproduction of the original design. It is not to be used for construction or other purposes without the written consent of the architect.
The Contractor must check and verify all dimensions and details of the work before commencing work. Drawings Not to be Scaled.
File: G:\Projects\1338_OFFICE BUILDING BAY HARBOR\BIM\OFFICE MODEL 2015 MECHANICAL OPTION L.dgn - By adroust - Date: 5/18/2015

**Town of Bay Harbor Islands, Florida
Landscape Requirements Legend (Worksheet)**

**Multi-Family Residential / Townhouse Sites (RM-1, RM-2, RM-3)
Town Landscape Code (Sec. 24-16) & Miami-Dade Landscape Code (Chapter 18A)**

Site Address 9551 East Bay Harbor Drive,
33154 Legal Description _____

Net Lot Area 0.512 Acres / 22,301 SF

I. Open Space Requirement Required Provided

1. Net Lot Area = 22,301 SF x 20% = 4,460 SF 20% / _____ SF 20.2 % 4514 SF
(BHI – Sec. 24-11)

2. Maximum Lawn Area Allowed
(MDC – Sec. 18A-6(A)(5))
a. Req. open space 4,460 SF x 60% = 2,676 SF 60% Max / 2,676 SF _____ % 510 SF

II. Shade Trees

A. Required

1. 28 shade trees/acre: 28 x 0.512 acres = 14 14 18
(Min. 12' in height / 4" clear wood / 2 ½" caliper)
(Palm trees substituted at a 3:1 ratio; max. 25% of required shade trees)
(MDC – Sec. 18A-6(C)(5)) and BHI Sec. 24-16

2. Native Species Required – 50% Min.
of shade trees req. 14 x 50% = 8 8 18
(BHI – Sec. 24-16(a)(2))

3. Drought Tolerant and Low
Maintenance Species Require – 50% Min.
of shade trees req. 14 x 50% = 8 8 18
(MDC – Sec. 18A-6(C)(1)(b))

B. Tree Species

1. Number of shade trees required
(from Sec. II)(A)(1) above) 14

2. Number of shade tree species required
(BHI – Sec. 24-16(a)(2)) 4 5

*See Following Table.

Page 1 of 3

Revised 12/09/14

Number of Different Tree Species based on Quantity

1-5 required shade trees	2 shade tree species
6-10 required shade trees	3 shade tree species
11-15 required shade trees	4 shade tree species
16-20 required shade trees	5 shade tree species
21-30 required shade trees	6 shade tree species
31 or more required shade trees	7 shade tree species

C. Tree Heights

1. Number of Stories of building 7

2. Number of shade trees required
(from Sec. II)(A)(1) above) 11

3. Shade tree heights required: 12 ft. = 25 % or 3 shade trees

14-16 ft. = _____ % or _____ shade trees

16-18 ft. = 50 % or 6 shade trees

18-20 ft. = 25 % or 3 shade trees

Size of Tree Species in Relationship to Building Height

No. Stories	Min. Shade Tree Height (ft.)	Min. Spread (ft.)	Palm Height (ft.)
1-2	12	5	14-18
3	50% min. req.	5	14-18
	50% 14-16	6	18-22
4	50% min. req.	5	14-18
	25% 14-16	6	18-22
	25% 16-18	7	22-28
5 plus	25% min. req.	5	14-18
	50% 16-18	7	22-28
	25% 18-20	8	22-28

(BHI – Sec. 24-16(a)(2))

III. Street Trees

1. Street Trees @ 1'-35"
Width of lot 153' - 101' = 52/25' = 3 Required 3 Provided 5 Palms + 3 trees
(15' min height / 6" clear wood / 2 ½" caliper)
(Street tree species determined by Street Tree Master Plan)
(Street trees do not count toward required on site shade trees)
(BHI – Sec. 24-16(a)(2)(a))

Page 2 of 3

Revised 7/14/15

IV. Shrubs Required

1. 10 shrubs required per shade tree
(Min. 24" in height / visual screen min. 36" in height / max 24" on center)
(BHI – Sec. 24-16(a)(2)(d)) Required 140 Provided 546

2. Native Species Required - 30% Min.
(MDC – Sec. 18A-6(D)(1)(a)) Required 42 Provided 160

3. Drought Tolerant and Low
Maintenance Species Required – 50% Min.
(MDC – Sec. 18A-6(D)(1)(b)) Required 21 Provided 160

V. Buffers (if applicable)
(BHI – Sec. 24-16)

1. Parking Lot from ROW Required N/A Provided _____
(yes / no) (yes / no)

2. Dissimilar Uses Required N/A Provided _____
(yes / no) (yes / no)

VI. Parking Lot Landscaping (if applicable)

1. 10 SF / parking space:
10 x _____ spaces = _____ SF Required N/A Provided _____
(MDC – Sec. 18A-6(J))

2. Shade Trees Required
(MDC – Sec. 18A-6(J)) Required N/A Provided _____

3. Shrubs Required
(MDC – Sec. 18A-6(I)) Required N/A Provided _____

VII. Right Tree Right Place
(BHI – Sec. 24-16(a)(2)(f))

1. Number of trees near power lines
(See attached FPL guidelines)

VIII. Florida Friendly Landscaping
(MDC – Sec. 18A-2(A))

All landscaping shall promote Florida Friendly landscaping principles through the use of drought-tolerant plant species, grouping of plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions on the amount of lawn areas. Florida Friendly landscape principles also promote planting the right plant in the right place and appropriate fertilization and mulching.

Page 3 of 3

Revised 12/09/14

revuelta

architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE, SUITE
110
MIAMI, FL 33135
T. 305.590.5000
F. 305.590.5040

DESIGN BY

Luis O. Revuelta

AR 0007972

PROJECT

ONE KANE CONCOURSE

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

TAUBCO

P&Z

Permit Revisions

1 - 3/3/16

2 - 3/7/16

3 - 10/5/16

CONSULTANTS
SEAL

Date

6/25/2015

Drawing

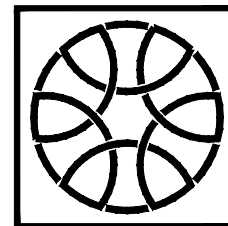
MA

Check by

As Shown

Project No.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
9551 EAST BAY HARBOR DRIVE
MIAMI, FL 33154
PHONE: 305-590-5000 FAX: 305-590-5040

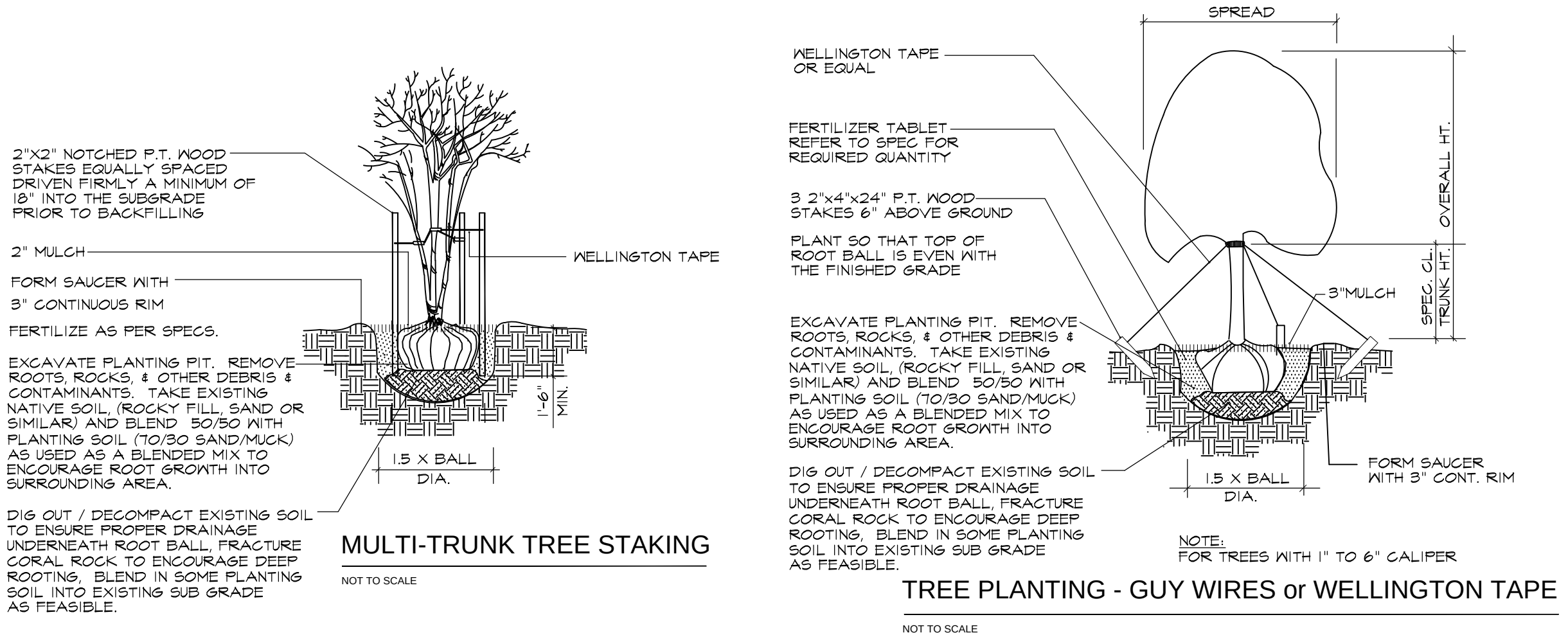
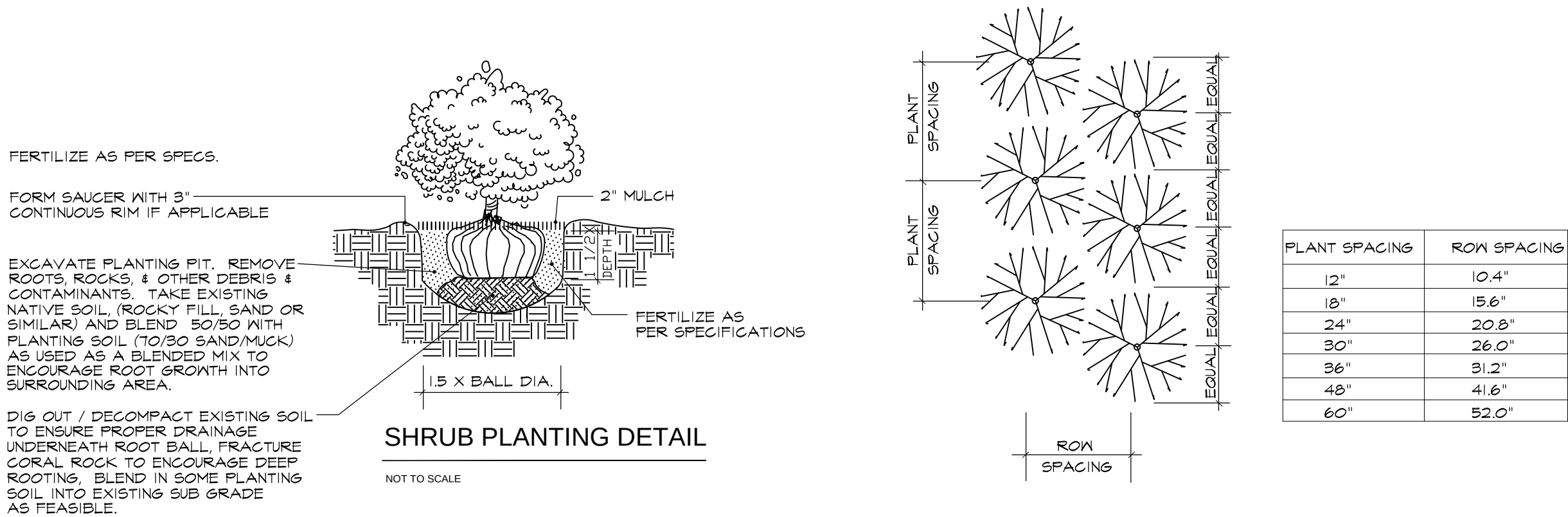


TABULATION SHEETS

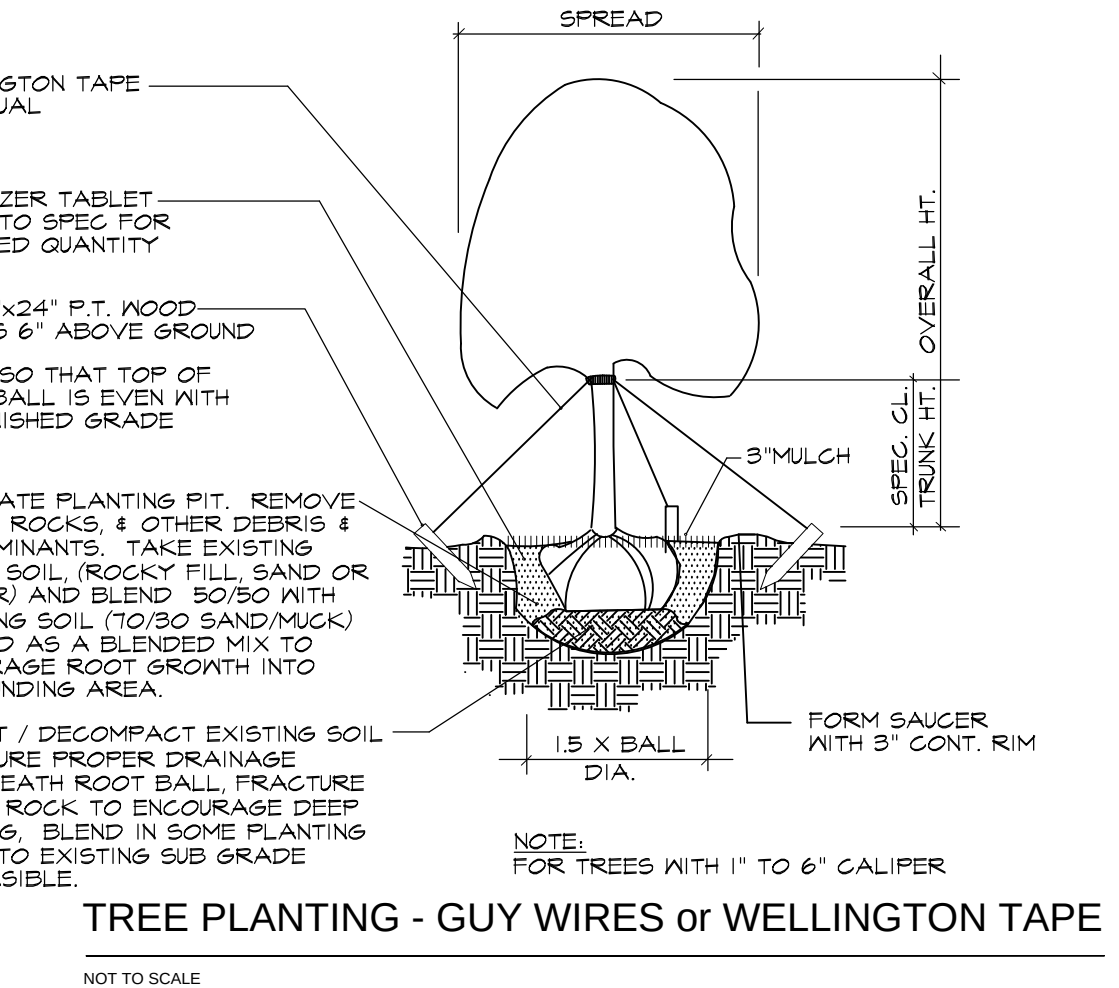
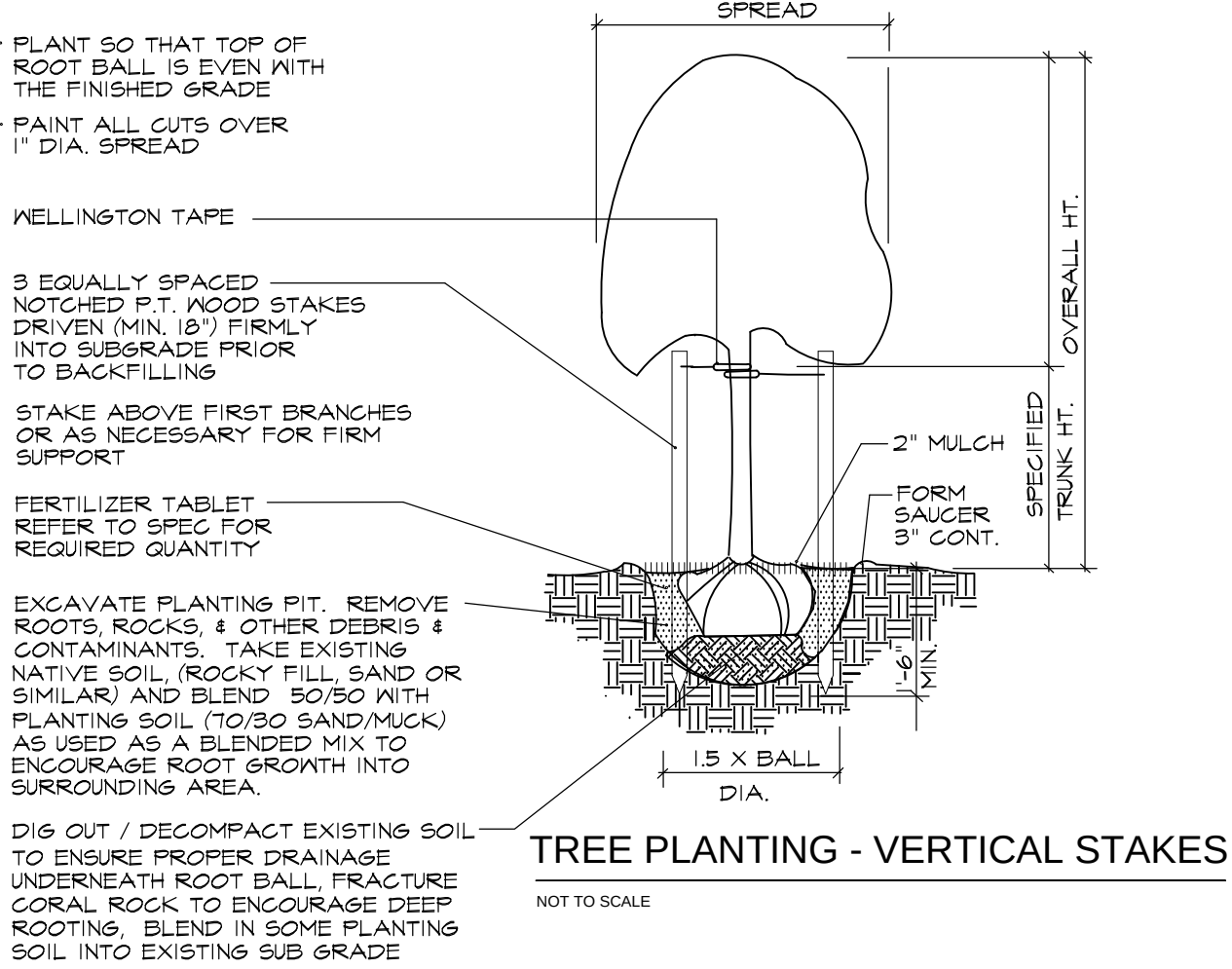
L1.2



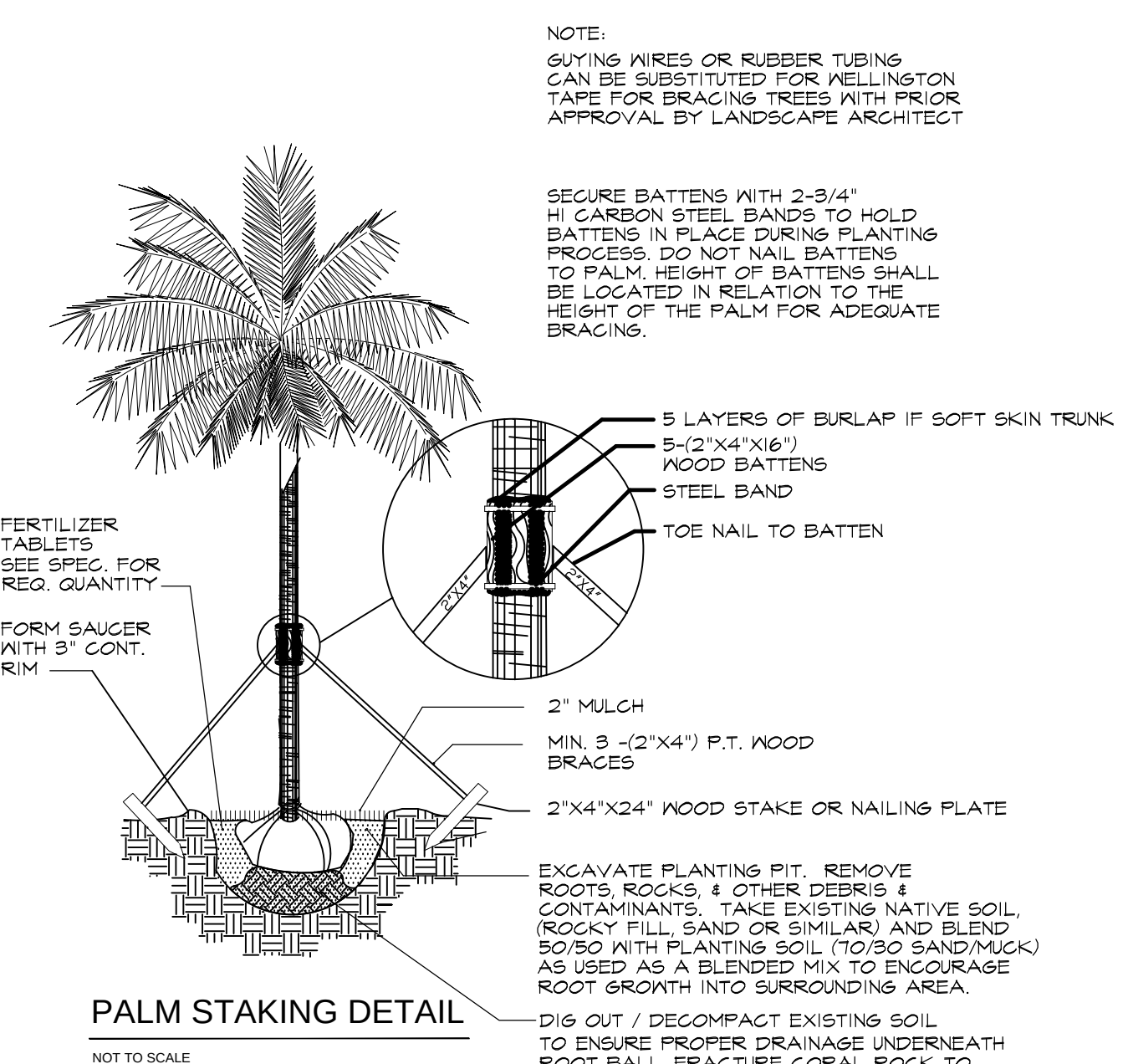
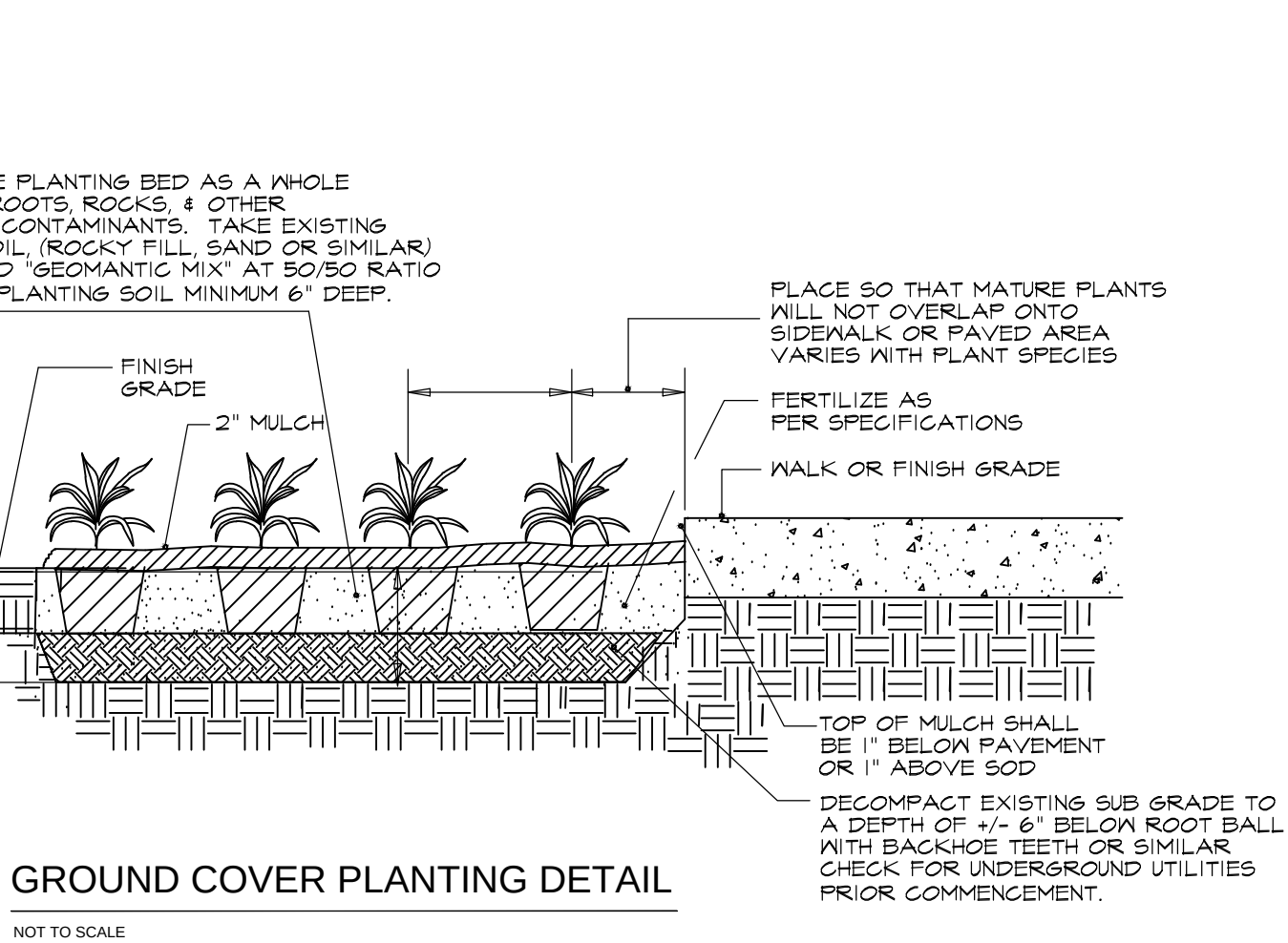
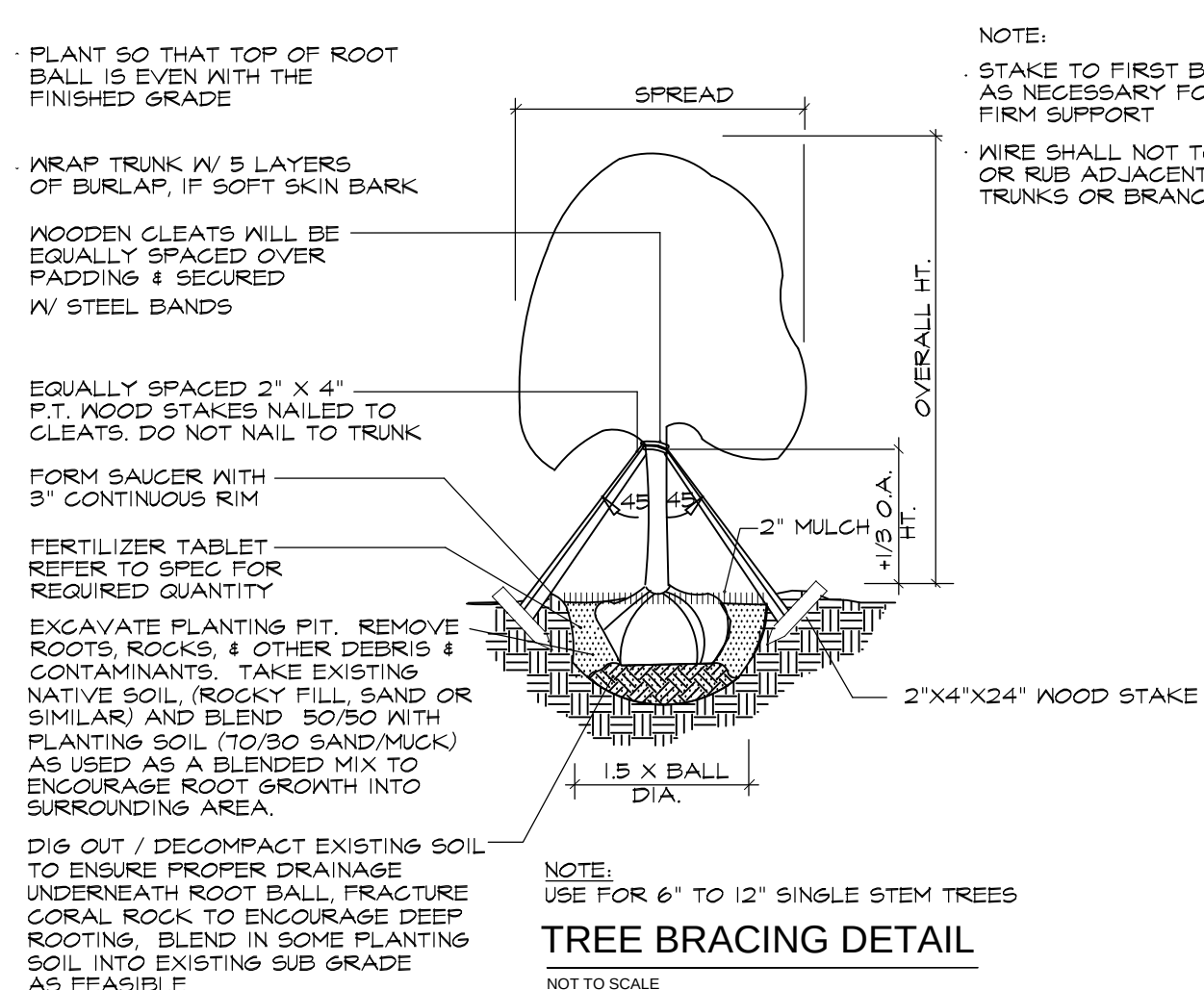
Filename: \PROJECTS\One Kane Concourse\LA - Kane Concourse Landscape - Current - Plot Date: 2.5.2015 - Plotted By: Geomantic
These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect.
The Contractor Must Check And Verify all Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies to The Architects Before Commencing work. Drawings Not to be Scaled.
P.L.R. G. Project 133, OFFICE BUILDING BAY HARBOR ISLANDS MODEL 2015 MECHANICAL OPTION L.A. - Bay around - Date: 5/18/2015



CALIPER	TIES	STRANDS	STAKES
1" - 1 1/2"	2	1 # 12	2 - 2 X 2
1 1/2" - 2"	3	1 # 12	3 - 2 X 2
2" - 3"	3	2 # 12	2 - 2 X 2
3" - 6"	3	2 # 12	3 - 2 X 2



CALIPER	CLEATS	STRAPS	BRACES	NAILS
4" - 8"	2 x 4 x 8"	1 # 12	3 - 2 X 4	2 - 16d
8" - 10"	2 x 4 x 12"	1 # 12	3 - 2 X 4	3 - 16d
10" - 16"	2 x 4 x 12"	2 # 12	4 - 2 X 4	3 - 16d



NEW TREE - 1 YEAR MAINTENANCE PLAN

WATER:
ALL NEW TREES TO BE ON A AUTOMATED IRRIGATION SYSTEM WITH RAIN SENSOR.
1ST MONTH WATER EVERY DAY
2ND THROUGH 6TH MONTHS - EVERY OTHER DAY.
7TH THROUGH COMPLETE YEAR - 2 TIMES A WEEK.
NOTE: ADJUST IRRIGATION DURATION TIMES TO ENSURE THAT TREE'S ROOT BALL IS COMPLETELY SATURATED WITH WATER.
IRRIGATION WATER FREQUENCY AND DURATIONS MAY VARY DUE TO TIME OF YEAR AND CLIMATE CONDITIONS.

FERTILIZER:
USE A PALM 'SPECIAL' FERTILIZER, 8-2-12, FROM ATLANTIC FERTILIZER, 1 LBS. PER INCH CALIPER OF TREE EVERY 3 MONTHS.

MULCH:
INSPECT AND REPLACE MULCH AFTER 6 MONTHS WITH APPROVED EUCALYPTUS OR MELALEUCA MULCH ONLY.
NO RED COLORED OR CYPRRESS MULCH TO BE USED.

TRIMMING & PRUNING:
PRUNE ONLY CRITICAL BRANCHES (DEAD OR BROKEN).

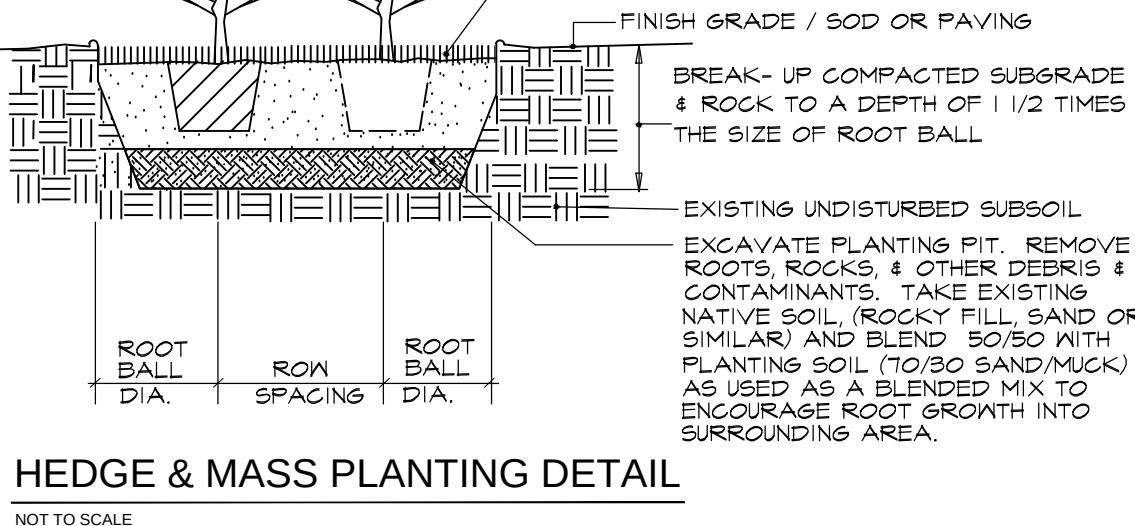
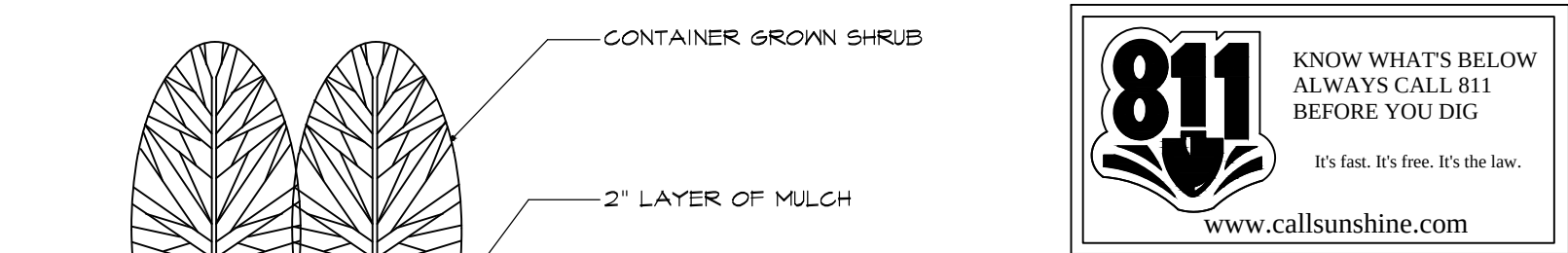
STAKING AND BRACING:
INSPECT ALL TREE TIES AND STAKING AND ADJUST AS NEEDED. REMOVE ANY STAKING MATERIAL THAT IS IN CONTACT WITH TREE AFTER 1 PERIOD OF NO MORE THAN 6 MONTHS AFTER INITIAL PLANTING AS THE TREE SHOULD BE WELL ESTABLISHED BY THEN.

PLANTING SPECIFICATIONS AND WARRANTIES

- The demolition of existing plant material must be marked with spray paint by Landscape Architect (L.A.)
- All trees and palms to be laid out by Landscape contractor in the field with stakes and spray paint. To be reviewed and approved by (L.A.)
- Plant list is for information only. If there are any discrepancies between 'plant quantities' on plan versus 'plant list', 'the plans' will take priority. Please notify L.A. of any discrepancies
- Only unit price installed planting bids based on Landscape Architect's planting plans and plant List will be accepted. Owner retains the right to remove portions of the work from the contract and / or create separate contracts for phasing of the project. Landscape Architect reserves the right to deny any and all bids when such rejections are in the best interest of the owner.
- All plant material must be Florida #1 or better, unless specified as "character" or with written approval from L.A.
- All planting beds must be free of surface rock over 1/2" diameter, prior to mulching.
- Planting beds should receive 6" of "Geomantic Mix" planting soil. See soil specification.
- Planting soil specification: Geomantic Mix (20% Florida Peat, 20% Compost, 20% Lake Wales Silica sand, 20% local "screening sand" or "beach sand" and 20% Cypress Shavings). Landscape contractor to submit sample to be approved by L.A.
- Fertilize all plants with Osmocote "Sierra Blend" 18-7-10; 1/2 hand full for 1 - 3 gallons, 1 hand full for 7-20 gallon, and 4 hands full for ball and burlapped (B & B) material.
- Fertilize all B&B material with 10 "Agriform" tablets or equal.
- Mulch all landscape areas with 2-1/2" - 3" of Eucalyptus or Melaleuca mulch "Eco mulch". (No cypress or red color mulch)
- All sod areas laid with St. Augustine 'Palmetto' to be hand raked prior to installing the sod.
- All sod areas to be top dressed with 2" of 80/20 Lake Wales silica sand/ Florida peat moss prior to sodding.
- All Plant material, excluding Sod, to be warranted as follows: Shrubs and Ground covers for 90 days, large shrubs (over 10 gal) and small palms for 180 days, and B&B material for 360 days provided that plant material is receiving proper maintenance by landscape contractor.
Note: Hurricanes and other causes beyond the control of the Landscape contractor are not covered.
- All warranties to run concurrently, beginning upon Landscape architect's final acceptance of the installation, unless owner or general contractor (G.C.) requires construction phasing beyond control of the installer.
- Installer to notify G.C. or L.A. of any partial completion due to phasing.
- All materials stored on site are the property of the installer until accepted by owner. Owner is not responsible for theft, unless notified in writing prior to installation and security arrangement agreed to.
- Watering is the responsibility of the installer during the installation and until final acceptance.
- Landscape contractor is responsible for coordinating their work with Irrigation contractor.
- Landscape contractor is responsible to assure irrigation installation is properly progressing, and in the end adequate for good growth. The owner or G.C. must be notified in writing of any problems with irrigation phasing or performance.
- Any existing irrigation to be brought to a good functioning standard to ensure proper watering of new material.
- All landscape areas must be on an automatic irrigation system from time of installation, with 100% coverage and 100% overlaps, with rain sensors per city codes. No hand watering.
- Landscape contractor to exercise extreme care when digging and performing other work so not to damage any existing work such as underground and overhead utilities, (electrical, sewage, irrigation, & plumbing). In the event of planting conflicts the L.A. or Owner's authorized representatives to be notified to provide alternate locations of planting or utility / construction conflicts.
- Landscape contractor is responsible for immediate repair of any damage caused by their installation. Landscape contractor is responsible for working with the general contractor to assure that all cementitious contaminants and other construction debris are removed from all soils.
- In planting beds, particularly by buildings, Landscape contractor to excavate existing soils to a minimum depth of 12" and backfilled with planting soil. In sod areas, Landscape contractor to decompact soil with back hoe teeth to a depth of 6" and add 2 min. of top soil for sodding.
- All circular pits to be excavated with vertical sides for all plants, except for hedges & planting beds. The diameter of these pits for trees and shrubs to be 1/3 larger than the diameter of the root ball.
- All Tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the tree and replaced with approved specified soil.
- All Palm tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the palm and replaced with clean yellow sand.
- All Tree & Palm pits to be excavated with a backhoe only. Absolutely no use of augers.

TRANSPLANTING SPECIFICATIONS

- Root prune all trees and palms to a minimum depth of 24" for the palms and 48" for the trees.
- Trim frayed roots with clippers saws or similar and leave clean cuts.
- Wrap balls with shrink wrap plastic, back filling with Shredded peat moss, fill up voids between plastic & ball, covering all cut roots.
- Backfill with existing soil to hold plastic firmly against newly wrapped ball. Keep 2" deep trench exposed so as to find root ball when harvesting.
- Water three times per week for next 2 months or until trees are ready to move.
- Harvest palms after 5 weeks minimum and trees after 8 to 10 weeks depending on size. Consult with L.A. prior to moving on schedule.
- Re-dig holes well outside the plastic plant wrap being careful not to disturb or tear, preserving root ball, re-wrap if needed for transplanting.
- When digging trees, break off large piece of existing coral rock +/- 36" deep as feasible, by under cutting ball. Do Not Feet Ball off Rock. If necessary, the horizontal chipping or drilling may be required to break off specimen Oak ball at a minimum 30" depth.
- Replant transplanted trees and palms at correct height in new location, keeping original ball top exposed.
- Properly wrap and hook-up trees and palms to lifting equipment in such a way as to not tear cambium layer and excessively disfigure appearance.
- Plants that are not properly lifted and die due to girdling, compression or excessive damage to the cambium layer will be charged to the G.C. and sub-contractor at a rate of \$500 per caliper inch.
- Remove plastic, backfill with 50% existing soil blended with 50% planting soil plus 1/4 bale of Canadian peat moss for palms and 1/2 bale for trees.
- Backfill, sink, place in Agriform fertilizer tablets per recommendations, brace, and trim broken branches and fronds as needed. Brace per specification.
- Water daily for duration of overall job will be required. Having bubblers as part of automatic irrigation system for post construction can supplement additional drenching, but are not a substitution.



PLANTING DETAILS

SCALE: N.T.S

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVENUE, SUITE 110
MIAMI, FL 33133
T. 305.590.5000
F. 305.590.5040

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

TAUBCO
77

P&Z

Permit Reviews

CONSULTANTS
SEAL

Date

6/25/2015

Drawing

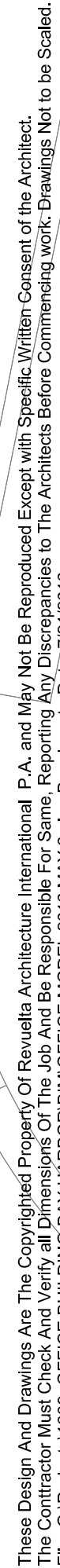
MA

Check by

As Shown

Project No.

L-1.4



revuelta
architecture
international

■

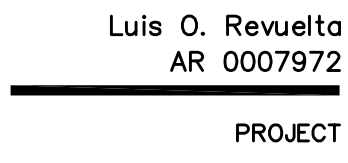
Miami
Atlanta
Santiago, Chile

revuelta—architecture.com

2950 SW 27TH AVENUE,
SUITE 110
MIAMI, FL 33133

T. 305.590.5000
F. 305.590.5040

DESIGN BY



PH-1

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a request for a Business Tax Receipt for Immobile Assets Corp. to perform vehicle immobilization for property located at 1108 Kane Concourse. Enclosed is a copy of the Business Tax Receipt Application.

DESCRIPTION:

On March 6, 2018, the Town Clerk's office received a Business Tax Receipt Application from Immobilize Assets Corp. to perform vehicle immobilization for a private parking lot located at 1108 Kane Concourse (behind the Bank of America Building). The applicant has submitted all the require inspections (Building Official and Life safety Inspection) report and is currently pending approval for a Miami-Dade County License for vehicle immobilization.

Due to the nature of the proposed use not specifically listed in Chapter 23-5 of the Use regulations, approval of such use would be subject to the Town Council discretion.

Enclosed find a copy of the Business Tax Receipt Application and supporting documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Marlene Siegel, Town Clerk

ATTACHMENTS

1.	BTR App-1108 KC Immobile Assets	BTR App-1108 KC Immobile Assets.pdf
2.	Samples	Samples.pdf

Town of Bay Harbor Islands

APPLICATION FOR BUSINESS TAX RECEIPT - BUSINESS DISTRICT

PRINT OR TYPE ALL INFORMATION REQUESTED

PROCESSING FEE - \$25.00

BEFORE OPENING A BUSINESS IN BAY HARBOR ISLANDS MAKE SURE YOU CHECK WITH THE BUILDING DEPARTMENT FOR CERTAIN CONDITIONS THAT MAY APPLY TO THE BUSINESS OR LOCATION.

EXAMPLE: Change of Use and Occupancy Inspections
Fire Department Inspections
Sign Regulations

(For official use only)	
DATE RECEIVED: _____	
DATE ISSUED: _____	LICENSE FEE: \$ _____
ACCT. NO. _____	LICENSE NO. _____
CLASSIFICATION: _____	

INDICATE TYPE OF OWNERSHIP OF BUSINESS: ☐ Individual ☒ Corporation ☐ Partnership ☐ Other _____

*APPLICANT: <u>Alicia Trigo</u>		DATE OF BIRTH: <u>09/15/51</u>
E-MAIL ADDRESS: <u>IMMOBILEASSETS@gmail.com</u>		WORK PHONE: <u>305 861 8000</u>
SS#: <u>[REDACTED]</u>	FEIN: _____	DRIVER LICENSE: _____
BUSINESS NAME: <u>IMMOBILE ASSETS CORP.</u>		CELL PHONE: <u>305 922 5314</u>
DOING BUSINESS AS (dba): <u>Same.</u>		
BUSINESS ADDRESS: <u>1108 KANE COURSE.</u>		
MAILING ADDRESS (if different): <u>Same.</u>		
DESCRIPTION OF BUSINESS (provide details) <u>Vehicle Immobilization (Booting).</u>		

ESTIMATED NUMBER OF EMPLOYEES: 1 DAYS BUSINESS WILL BE OPEN: 5 HOURS: _____
WILL BUSINESS HAVE VENDING MACHINES N/A IF SO, WHAT PRODUCT WILL BE VENDED: N/A
ATTACH THE FOLLOWING DOCUMENTS:

CERTIFICATIONS ISSUED BY STATE/COUNTY AGENCIES
COPY OF ARTICLES OF INCORPORATION OR ARTICLES OF ORGANIZATION
LIST OF CORPORATE OFFICERS (Including Name, Address and Telephone Numbers)
COPY OF LEASE (IF APPLICANT IS OTHER THAN OWNER)
IF PROPERTY OWNER, PROVIDE COPIES OF DEED OR OTHER DOCUMENTS SHOWING OWNERSHIP

LIST NAME, ADDRESS AND TYPE OF BUSINESS (both current and previous) YOU HAVE OPERATED:
<u>Splash & Go 12001 W BAY HARBOR DR BAY HARBOR 33154</u>

LIST THREE (3) REFERENCES: (Note if you list a bank, corporation, etc. include name of a contact person)

NAME	ADDRESS	PHONE
<u>Arleany Lopez</u>	<u>2063 NW 114 TER</u>	<u>786 304 0809</u>
<u>Andrea Desiderio</u>	<u>BAY HARBOR.</u>	<u>786 385 1254</u>
<u>Charmel Secin</u>	<u>BAY HARBOR</u>	<u>305 922 5312</u>

I understand that in applying for a business license in the Town of Bay Harbor Islands it is my obligation to understand and comply with the rules and regulations of the Town of Bay Harbor Islands. I acknowledge receipt of a copy of the Town's sign regulations, if applicable.

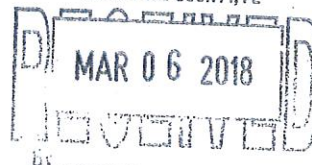
APPLICANT'S SIGNATURE _____

DATE: 02/15/18

FOR RESTAURANTS/FOOD ESTABLISHMENTS,
A SOLID WASTE DEPOSIT IS REQUIRED (This
amount can be adjusted depending upon monthly
volume usage)

**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED
PLEASE BE SURE TO ATTACH ALL REQUIRED DOCUMENTATION**

TOWN OF BAY HARBOR ISLANDS
MIAMI-DADE COUNTY, FL



Updated - April 17, 2008

Double Sided

Town of Bay Harbor Islands

APPLICATION FOR CERTIFICATE OF OCCUPANCY

Before the issuance of a Certificate of Occupancy will be granted for the completion of a building permit or for a Business Tax Receipt, the following information must be provided.

Per the Florida Building Code, Section 503 and 307, the premises must be inspected and approved prior to new occupancy being granted.

Date: 02/15/18

Business Location	1198 KANE CONCOURSE.
Previous Tenant: (name)	Brickell 10
Previous Use (type of business)	Developers.
New Business Name	IMMOBILE ASSETS CORP.
New Tenant's Name	ALICIA TRIGO
Telephone Number	305 861 8000
Contractor's Name and Address and Phone Number	SAME AS ABOVE.

OFFICIAL USE ONLY

Town Clerk:

Type of Business Compliant with Code? ☒ Yes ☐ No
Council Approval Required? ☐ Yes ☒ No

Council Approval Date: _____

Town Clerk: [Signature]

Town Clerk Approval Date: 3/6/18

Police Department:

Background Investigation Completed? ☒ Yes ☐ No
Approval for License ☐ Yes ☒ No

Date: 3/6/18

Officer's Name: Det. Murado, D.

Officer's Signature: [Signature]

Officer's Remark: - No Criminal Record Found -

Building Department:

Change of Use? ☐ Yes ☒ No

Inspections Required:

- ☐ Code Compliance
- ☐ Building
- ☐ Electrical
- ☐ Mechanical
- ☐ Fire
- ☐ Public Works
- ☐ DERM

Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____
Inspector: _____

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: FERREIRO YASSER
Date: 3/6/2018 Time: 11:41 AM
Receipt Number: MAIN / 103720
Clerk: ALO

IMMOBILE ASSETS CORP

ITEM	REFERENCE	AMOUNT
OCCLI FEE		25.00
	Total:	25.00
	Cred	25.00
	Change:	0.00

LEASE AGREEMENT

This Lease Agreement ("Lease") executed this 20 day of December, 2017, by and between 1108 CONCOURSE LC (hereinafter referred to as "Lessor"), and Immobile Assets Corp., (hereinafter referred to as "Lessee").

WITNESSETH:

That Lessor hereby exclusively leases to Lessee, and Lessee hereby leases from Lessor, certain premises designated as 1108 Kane Concourse, Ste 204A, Bay Harbor Islands, FL 33154 inclusive (hereinafter referred to as the "Premises") in Miami-Dade County, Florida, and more particularly described as Exhibit "A" (hereinafter referred to as the "Property") for the rent and on the terms and conditions set forth hereinbelow.

1. Term. The Lease shall begin December 1, 2017 and continue on a month to month basis, until Tenant or Landlord terminate with a 30-day notice provided.
2. Rent. The monthly base rent (the "Base Rent") of this lease shall be \$600.00 dollars to be paid to Lessor in monthly manner, plus \$50.00 late fee after the 10th of every month, thereafter. Any monetary obligations of Lessee to Lessor under the terms of this Lease shall be deemed to be rent. The rent DOES NOT includes all utilities. All rent shall be paid in cash or cashiers check.
3. Security Deposit. Tenant is not required to provide security deposit. Tenant shall be made responsible for any damages made to the premises.
5. Delay in Possession. In the event that Lessor is unable to deliver the Premises ready for occupancy by Lessee on the Commencement Date, for any reason, then Lessor agrees to deliver the Premises to Lessee as soon as possible thereafter, and the rental due under this Lease will be abated proportionately and Lessee will be relieved of liability for paying same during such time Lessee does not have possession, but nothing herein shall operate to extend the term of this Lease beyond the agreed expiration date and said abatement in rent shall be Lessee's sole remedy for any loss or damage to Lessee on account of said delay in obtaining possession of the Premises. If the Premises are not delivered to Lessee within sixty (60) days after the Commencement Date, then Lessee may at any time thereafter prior to delivery, terminate this Lease upon delivery of written notice to the Lessor, and, upon such termination, Lessor and Lessee shall be released and discharged from all liability and obligations under this Lease and Lessee will receive a refund of any security deposit paid hereunder. Lessor shall not be liable to Lessee for the failure to deliver possession of the Premises on the Commencement Date, nor shall such failure affect the validity of this lease, unless terminated by Lessee as provided above.
6. Utilities include water, sewer, garbage, and any and all other fees shall NOT be in included in the monthly payment.
7. Either party may terminate the lease at any time upon thirty (30) day prior notice.

SIGNATURES

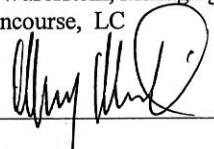
IN WITNESS WHEREOF, the respective parties hereto have executed this Lease on the day and year first written above.

WITNESS:

WITNESS:

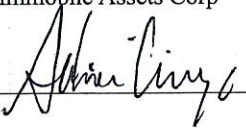
LESSOR:

Richard Waserstein, Managing Member
1108 Concourse, LC



LESSEE:

Alicia Trigo, President
Immobile Assets Corp



**Electronic Articles of Incorporation
For**

P17000091874
FILED
November 15, 2017
Sec. Of State
tburch

IMMOBILE ASSETS CORP.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
IMMOBILE ASSETS CORP.

Article II

The principal place of business address:
10001 W BAY HARBOR DR #403
BAY HARBOR, FL. UN 33154

The mailing address of the corporation is:
10001 W BAY HARBOR DR #403
BAY HARBOR, FL. UN 33154

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:
100

Article V

The name and Florida street address of the registered agent is:
ALICIA TRIGO
10001 W BAY HARBOR DR #403
BAY HARBOR, FL. 33154

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ALICIA TRIGO

P17000091874
FILED
November 15, 2017
Sec. Of State
tburch

Article VI

The name and address of the incorporator is:

ALICIA TRIGO
10001 W BAY HARBOR DR #403

BAY HARBOR FLORIDA 33154

Electronic Signature of Incorporator: ALICIA TRIGO

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
TRIGO ALICIA
10001 W BAY HARBOR DR #403
BAY HARBOR, FL. 33154 US

Article VIII

The effective date for this corporation shall be:

11/15/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GOOD DEAL INSURANCE AGENCY 800 N FLAGLER AVE SUITE 4 HOMESTEAD FL 33030		CONTACT NAME: NELLY REBOLTA PHONE (A/C, No, Ext): 305-245-8989 E-MAIL ADDRESS: NREBOLTA@HOTMAIL.COM FAX (A/C, No): 877-520-9884	
INSURED IMMOBILE ASSETS, CORP 10001 W BAY HARBOR DR #403 BAY HARBOR, FL 33154		INSURER(S) AFFORDING COVERAGE INSURER A: GRANADA INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X X	0185FL00105426-0	01/17/2018	01/17/2019	EACH OCCURRENCE \$ 500,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00					
	MED EXP (Any one person) \$ 5,000.00					
	PERSONAL & ADV INJURY \$ 500,000.00					
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER:						GENERAL AGGREGATE \$ 500,000.00
						PRODUCTS - COMP/OP AGG \$ 500,000.00
						FIRE DAMAGE LIMIT \$ 100,000.00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AUTOMOBILE BOOTING IMMOBILIZATION

CERTIFICATE HOLDER

CANCELLATION

1108 CONCOURSE, LLC
1108 KANE CONCOURSE DR
BAY HARBOR, FL 33154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

**Miami-Dade CSD
Miami CSD
Business License Receipt**

Transaction Date 02/14/2018 Cashier Armando Barreto
Receipt # 396517
Receipt Identification: Immobile Assets Corp.

Money Tendered

Type	Amount	Check #	Payer Name
Check	\$742.00	CK#154	Immobile Assets Corp.
Total	\$742.00		

Distribution

Credential	Use	Amount	Name	Bill #	Paid From	Paid To	BY
01037.IL	REN	718.00	Immobile Assets Corp.				Armando Barreto
01037.IL	REN	24.00	Immobile Assets Corp.				Armando Barreto

This receipt is not a license or an authorization to do business.

PERMIT

Below is the Annual Operating Permit issued by the
Miami-Dade Fire Rescue Department.

Should you have any questions regarding this
permit, please contact the Fire Prevention Division
at (786) 331- 4800

PERMIT#:18126-00433

IMMOBILE ASSETS
10001 W BAY HARBOR DR APARTMENT 403
BAY HARBOR, FL 33154

(Please cut along dotted line and post permit in your place of business)



PERMIT CERTIFICATE

MIAMI-DADE FIRE RESCUE DEPARTMENT
ANNUAL OPERATING PERMIT
9300 NW 41 STREET
MIAMI, FLORIDA 33178
(786) 331-4800

PERMIT#:18126-00433

Permit Expires Last Date In The Month Of:
March/2019

Business Name:

IMMOBILE ASSETS / Business Offices

Business Owner / Rep:

JASSER FERREIRO

Billing Address:

IMMOBILE ASSETS
10001 W BAY HARBOR DR APARTMENT 403
BAY HARBOR, FL 33154

Location Address:

IMMOBILE ASSETS
1108 - 1108 KANE CONCOURSE SUITE 204
BAY HARBOR ISLANDS, FL 33154

This Permit is issued in accordance with Article III, Section 14-53, of the code of Miami-Dade County and the South Florida Fire Prevention Code under conditions set forth herein. Violations of the aforementioned will be grounds for immediate revocation.



Permit Authorized by:



Chief Alan R. Cominsky, Fire Marshal
Miami-Dade Fire Rescue Department

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: (305) 993-1786



SCHEDULED INSPECTION REPORT

Permit Number: B18-000057
Owner: 1108 CONCOURSE LC
Applicant: Jasser Phone:
Parcel Address: 1108 KANE CONC 204 Bay Harbor
Islands, FL 33154-0000
Lots(s): 2-3 Block: 20
Project Description: Change of use inspection [immobilize
Assets][Ste 204]
Date Issued: 02/16/2018
Expiration Date: 02/23/2018

Inspector: Dale Lee
Inspection Type: Change of Use (Bldg)

Inspection Date: 02/20/2018
Time: 09:00 AM

Instructions: 305-922-5310 Jasser (5min lead time)

Office Use

Inspection Checklist

☒ APPROVED
☐ REJECTED

Inspector's Comments

Need fire extinguisher and exit sign

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to a fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS.

License #

Signature

	 2/20/18
--	---

Miami-Dade CSD
Miami CSD
Business License Receipt

Transaction Date 02/14/2018 **Cashier** Armando Barreto
Receipt # 396517
Receipt Identification: Immobile Assets Corp.

Money Tendered

Type	Amount	Check #	Payer Name
Check	\$742.00	CK#154	Immobile Assets Corp.
Total	\$742.00		

Distribution

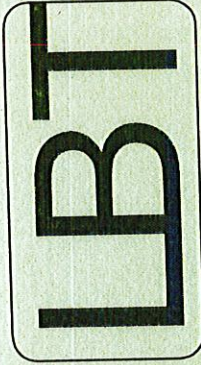
Credential	Use	Amount	Name	Bill #	Paid From	Paid To	BY
01037.IL	REN	718.00	Immobile Assets Corp.				Armando Barreto
01037.IL	REN	24.00	Immobile Assets Corp.				Armando Barreto

This receipt is not a license or an authorization to do business.

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



7243415

BUSINESS NAME/LOCATION
IMMOBILE ASSETS CORP
1108 KANE CONCOURSE 204 A
BAY HARBOR, FL 33154

RECEIPT NO.
NEW BUSINESS
7529769

EXPIRES
SEPTEMBER 30, 2018
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
IMMOBILE ASSETS CORP
C/O ALICIA TRIGO PRES
Employee(s)
2

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
45.00 03/22/2018
0200-18-003352

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.
For more information, visit www.miamidade.gov/taxcollector





Department of Regulatory and Economic Resources

Business Affairs Division

Office of Consumer Protection

601 NW 1st Court, 18th Floor

Miami, Florida 33136

Tel (786) 469-2300 Fax (786) 469-2311

Email: license@miamidade.gov

February 14, 2018

Immobile Assets Corp.
#403
10001 W Bay Harbor Dr
Bay Harbor Islands, FL 33154

RE: DEFICIENCY IN APPLICATION

DUE BY: 4/14/2018

Dear Immobile Assets Corp.:

Our office is currently processing your License # 01037.IL. However, the application is incomplete. Before it can be considered for approval, **you must provide the information described below:**

1. **Management Plan**
2. **Certificate of Occupancy**
3. **Certificate of Insurance (original) – See Sample**
4. **County Local Business Permits/Tax**
5. **Must have a registered Individual Booter (II)**

Please take all necessary steps to correct the application and submit the required information. Failure to submit this information, within **sixty (60) days** from the date of this letter will cause the application to be closed and a reapplication fee will be required. Please submit the requested information along with a copy of this letter. If you have any questions or need further assistance, please call us at (786) 469-2300 or visit our office between the hours of 8:00 A.M. to 3:30 P.M.

(Español/Spanish)

Por favor revise esta aplicación y haga las correcciones necesarias para que la información requerida este completa. Si usted no envía esta información antes de 60 días a partir de la fecha de esta carta, su aplicación sera anulada y sera necesario volver a pagar para una nueva aplicacion. Envíenos la información requerida junto con una copia de esta carta. Si tiene alguna pregunta o requiere asistencia adicional, llámenos a el numero de teléfono (786) 469-2300 o visite nuestra oficina en el horario de 8:00 A.M. a 3:30 P.M.

Thank you for your cooperation,

Armando B.

Business Affairs Division / Office of Consumer Protection
Licensing Section

Alina Samayoa
RER Licensing Clerk
Office of Consumer Protection

Department of Regulatory and Economic Resources

Business Affairs Division
601 NW 1st Court • 18th Floor
Miami, FL 33136

Tel: (786) 469-2321

Fax: (786) 469-2311

asamayo@miamidade.gov



Delivering Excellence Every Day

miamidade.gov

SAMPLES OF VEHICLE IMMOBILIZER



AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 14.

ITEM: Consideration and Approval of contract award BHI-189 Street Sweeping Services to Star Cleaning, USA in the amount of \$104,644.80 for street sweeping service three times per week and for emergency street sweeping services as deemed necessary by the Town.

DESCRIPTION:

Star Cleaning, USA, Inc. has been under contract with the Town for mechanical street sweeping services since 2015. That contract expired on September 30, 2017, while the Town was still recovering from Hurricane Irma. Since that date, the Town has been paying for their services on a month-by-month basis under the original contract pricing. Throughout the duration of the previous contract, Star Cleaning performed in a timely and professional manner and responded quickly to the Town's request for additional services after the hurricane. Attached, please find a copy of the published bid advertisement, the bid specifications, the completed bid form by Star Cleaning, USA, Inc, the Bid Closing Sign-in Sheet, and Bid Closing Form. As a known entity, it is recommended that this contract be awarded to Star Cleaning, USA, Inc.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The cost for this contract was budgeted at \$105,000 in the 2017-2018 FY Budget. The new contract amount does not exceed the budgeted amount.

BUDGET IMPACT:

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

ATTACHMENTS

1.	PUBLISHED BID ADV.	PUBLISHED BID ADV..pdf
2.	BHI 189 STREET SWEEPING SERVICES BID DOCUMENTS FOR STAR CLEANING USA 19APR2018	BHI 189 STREET SWEEPING SERVICES BID DOCUMENTS FOR STAR CLEANING USA 19APR2018.pdf

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays

Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared JOHANA OLIVA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

ADVERTISEMENT FOR BIDS - TOWN OF BAY HARBOR ISLANDS - BHI-189 STREET SWEEPING SERVICES

in the XXXX Court,
was published in said newspaper in the issues of

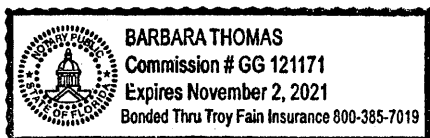
04/09/2018

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
9 day of APRIL, A.D. 2018

(SEAL)

JOHANA OLIVA personally known to me



TOWN OF BAY HARBOR ISLANDS, FLORIDA ADVERTISEMENT FOR BIDS BHI-189 STREET SWEEPING SERVICES

The Town of Bay Harbor Islands is seeking a qualified contractor to provide street sweeping services for all Town-owned roadways and hourly emergency sweeping services. Sealed bids will be received at the Office of the Town Clerk, Bay Harbor Islands until 3:00 P.M. (EST) on Thursday, April 19, 2018 at which time bids will be publicly opened and read aloud.

The nature and scope of this contract are as follows:

Provide street sweeping services for 19.5 lane miles of Town-owned roadway three days per week, sweeping all gutters, curbing, parking swales on both sides of all streets between the hours of 9:00 AM and 6:00 PM, with the exception of that part of the route known as Kane Concourse, which shall be swept between the hours of 2:00 AM and 6:00 AM. The sweeper used for continuing sweeping services shall be a Schwarze Industries "A4 Storm" 4.8 Cubic Yard Regenerative Air Street Sweeper or equivalent. Any equivalent shall be of a low-profile design with a short wheelbase and a tight turning radius, suited for general municipal sweeping where heavy material may be encountered. The contractor shall also provide fixed hourly rates for various sizes and types of mechanical street sweepers for use in emergencies at the Town's request and must be able to respond within two hours and hurricane relief sweeping services within 24 hours.

The Invitation for Bids will be received and opened at:

Office of the Town Clerk
Bay Harbor Islands Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Submittals must be received at the above address no later than 3:00 P.M. (EST) on April 19, 2018, and clearly marked on the outside of the envelope "BID #BHI-189: STREET SWEEPING SERVICES." Late Submittals will not be accepted and shall be returned unopened.

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

A pre-bid meeting will be held on Thursday, April 12, 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

CONTRACT DOCUMENT

FOR

PROJECT NO. BHI-189

Street Sweeping Services



April 2018

TOWN OF BAY HARBOR ISLANDS

TOWN OF BAY HARBOR ISLANDS, FLORIDA ADVERTISEMENT FOR BIDS BHI-189 STREET SWEEPING SERVICES

The Town of Bay Harbor Islands is seeking a qualified contractor to provide street sweeping services for all Town-owned roadways and hourly emergency sweeping services. Sealed bids will be received at the Office of the Town Clerk, Bay Harbor Islands until 3:00 P.M. (EST) on Thursday, April 19, 2018, at which time bids will be publicly opened and read aloud.

The nature and scope of this contract are as follows:

Provide street sweeping services for 19.5 lane miles of Town-owned roadway three days per week, sweeping all gutters, curbing, parking swales on both sides of all streets between the hours of 9:00 AM and 6:00 PM, with the exception of that part of the route known as Kane Concourse, which shall be swept between the hours of 2:00 AM and 6:00 AM. The sweeper used for continuing sweeping services shall be a Schwarze Industries "A4 Storm" 4.8 Cubic Yard Regenerative Air Street Sweeper or equivalent. Any equivalent shall be of a low-profile design with a short wheelbase and a tight turning radius, suited for general municipal sweeping where heavy material may be encountered. The contractor shall also provide fixed hourly rates for various sizes and types of mechanical street sweepers for use in emergencies at the Town's request and must be able to respond within two hours and hurricane relief sweeping services within 24 hours.

The Invitation for Bids will be received and opened at:

**Office of the Town Clerk
Bay Harbor Islands Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154**

Submittals must be received at the above address no later than 3:00 P.M. (EST) on April 19, 2018, and clearly marked on the outside of the envelope "BID #BHI-189: STREET SWEEPING SERVICES." Late Submittals will not be accepted and shall be returned unopened.

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

A pre-bid meeting will be held on Thursday, April 12, 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

BHI-189 STREET SWEEPING SERVICES

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 Letter of Agreement
- 1.4 Bid Form
- 1.5 Appendices

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. Bidders must also include a list of at least five current references performing continuing street sweeping service for towns or municipalities of similar size within Miami-Dade or Broward Counties.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 3.2 The Town will provide each Bidder access to the site to conduct such investigations necessary for submission of his Bid.
- 3.3 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 an understanding of all terms and conditions of 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-fl.gov. All email requests for information will be responded to by 5:00 P.M. on April 16, 2018. The Town will NOT entertain questions after this date and time.

5. BID SECURITY

- 5.1 Bid Security shall be made payable to Town in an amount of five percent (5%) of the Bidder's maximum Bid price in the form of a Certified or Cashier's check OR a Bid Bond issued by a Surety company.
- 5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the notice to award, Town may annul the Notice of Intent to Award and the Bid Security of that Bidder be forfeited. The Bid Security of any Bidder whom Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of the seventh day after the "Letter of Agreement" is signed by the Town and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within fourteen (14) days of the Bid opening.

6. INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of three (3) years with an opportunity for the Town to extend the contract for one (1) additional two-year period, at the same terms, conditions and specifications. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify Town on/or before 90 days of contract expiration date.

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 acknowledgment 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.
- 7.8 Bidder shall provide an annual, lump-sum price for the following:

Because of the small street widths and alleyways present, the bidder shall provide, operate, and maintain at least one Schwarze Industries "A4 Storm", 4.8 C.Y. Regenerative Air Street Sweeper (see Appendix B specifications), or equivalent, with an operator. It is mandatory that any equivalent machine be of the vacuum type, with a small hopper (4.8 C.Y.) and a wheelbase not to exceed 132 inches. Bidder shall, on the Bid Form, state the make and model of the machine that they intend to operate for the regular sweeping services, state a price per curb-mile in the appropriate column, then following the form to the right, multiply that rate by the total number of curb-miles, then number of sweeps per week, and then by the number of weeks per year to derive the annual cost to the Town.

The bidder shall also provide the information on the Bid Form for regular hourly and overtime rates of specified machines (see Appendices C & D) with operators for emergency services. Bids may be considered incomplete if these rates are not included in your bid.

8. INSURANCE

The successful contractor shall provide the following insurance coverages as a prerequisite for signing the Letter of Agreement. **The Town of Bay Harbor Islands shall be a named insured on the provided policy.**

- 8.1 Comprehensive General Liability:
 - (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual Personal Injury, and XCU (where applicable).

8.2 Limits:

(a)	General Aggregate	\$1,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Personal Injury	\$1,000,000

8.3 Coverage is to be written on an "occurrence" basis.

8.4 Owners and Contractors Protection

(a)	Bodily Injury:	
	Annual Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
(b)	Property Damage:	
	Annual Aggregate	\$2,000,000

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 another 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.

10. GENERAL SPECIFICATIONS

The specified machine and operator shall, on each Monday, Thursday, and Friday of every week perform street sweeping services, completing one fully designated route of 19.5 miles upon each day. A map of the route is attached hereto and incorporated herein as Exhibit "A" (hereinafter the "Route"). All parts of the Route shall be swept upon each visit. The Route shall be performed between the hours of 9:00 a.m. and 6:00 p.m., except for that part of the Route (Section 1 of Appendix A) referred to as Kane Concourse (a.k.a. 96th Street, a.k.a. S.R. 922), from East Bay Harbor Drive to West Bay Harbor Drive, which shall be swept between the hours of 2:00 a.m. and 6:00 a.m. on the stated days. No other sweeping of the route shall commence prior to 9:00 a.m., and operations between 6:00 p.m. and 2:00 a.m. are prohibited, with the exception of emergency service requested by the Town. The Contractor shall sweep all gutters, curbing, parking swales on both sides of all streets, and any median curbing along those streets on the Route. There is no particular order in sweeping the Route. In the event that the Town decides to expand the Route, both the Town and the Contractor shall negotiate any changes to the agreement at that time. There shall be no scheduled work on Saturday or Sunday, or on the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Christmas Eve or Christmas Day.

- 10.1 Contractor shall visually inspect the Route during operation to ensure that all roadway litter, trash, dirt, sediment, and leaf litter is picked up by the street sweeper. Items not picked up by the street sweeper shall be physically picked up and disposed of by the Contractor.
- 10.2 Contractor shall provide its own facilities for the housing and maintenance of its street sweeper(s)
- 10.3 Contractor shall maintain records detailing the daily weight of road debris collected and dumped at an approved site by the Florida Department of Environmental Protection. A monthly report detailing the weight of debris collected and dumped shall be provided to the Town no later than the 5th business day of each month in accordance with NPDES Requirements.
- 10.4 Contractor shall ensure that any and all sweepers be driven at the optimal rate of speed conducive to picking up the most debris in a single pass. The operator shall also consider his surroundings insofar that he is operating the sweeper within residential neighborhoods and that the speed of the machine should be adjusted accordingly. The Town believes that a speed of 10 mph meets both criteria.
- 10.5 Contractor shall have a supervisor on site in the event of any incident.
- 10.6 It shall be the Contractor's responsibility to maintain the street sweeper(s), and provide the necessary fuel for the street sweeper(s). In the event that a street sweeper becomes inoperative, Contractor shall provide a comparable street sweeper of similar capacity and condition and shall maintain the same level of service required by this Agreement.
- 10.7 The street sweeper(s) are required to be clean, free of dents, scratches, or other damage, which may adversely affect the street sweeper's appearance. The street sweeper(s) shall also be free of mechanical problems that render the street sweeper(s) unsafe or excessively noisy. The Contractor's logos and lettering shall be maintained legible and free of fading, scratches, or other damage that may adversely affect the appearance. The street sweeper(s) shall be inspected and permitted and otherwise in full compliance with all relevant rules and/or regulations pertaining to such commercial vehicles.
- 10.8 In the event of an imminent hurricane, Contractor shall be notified by the Town that street sweeping operations will be suspended until such time it takes for the hurricane to pass and roadways are made passable. Once clear, the Contractor shall resume normal street sweeping operations.

- 10.9 Contractor shall provide efficient and courteous Services to residents of the Town. In the event of a complaint from any Town resident, Contractor shall confer with the Town and provide a proper response to the resident, including proposed remedial action, if deemed necessary by the Town.
- 10.11 Contractor shall be responsible for supplying and maintaining all materials, tools, and equipment necessary to perform the Services, and for having sufficient equipment and personnel to provided efficient service to the Town at all times during the Term.
- 10.12 Contractor shall be on notice to exclusively provide to the Town any of the types of street sweeping machines listed (see Appendices B, C &D) on the Bid Form on an emergency basis and deliver said emergency equipment and services within two hours of such request. Furthermore, the contractor shall be bound by this continuing services agreement, to grant the Town the first right of refusal for street sweeping services at the "Emergency Services" rates provided, within 24-hours after a hurricane event, utilizing any one type or any combination of those machines listed on the Bid Form, provided that a request is made by the Town for such services.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 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.
- 11.2 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.

12. OPENING OF BIDS

Bids will be opened publicly.

- 12.1 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.

13. BIDS TO REMAIN OPEN

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

14. AWARD OF CONTRACT

14.1 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.

14.2 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.

14.3 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 pump. The identity of other persons and organizations, if required to determine the award of the contract, must be submitted to Town upon request.

14.4 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 pump 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.

14.5 At the sole discretion of the Town, the Town reserves the right to reject the Bid of any Bidder.

14.6 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.

14.7 If the contract is to be awarded, Town will give the Successful Bidder notice no later than October 17, 2017.

15. 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.

LETTER OF AGREEMENT
BHI-189 STREET SWEEPING SERVICES

Date:

Attn:

RE: Contract BHI-189: STREET SWEEPING SERVICES

Dear,

Further to your proposal dated _____, this confirms our intent to award the above referenced contract to your firm, in the amount of \$_____.

The scope of work is as follows:

The specified machine and operator shall, on each Monday, Thursday, and Friday of every week perform street sweeping services, completing one fully designated route of 19.5 miles upon each day. A map of the route is attached hereto and incorporated herein as Exhibit "A" (hereinafter the "Route"). All parts of the Route shall be swept upon each visit. The Route shall be performed between the hours of 9:00 a.m. and 6:00 p.m., except for that part of the Route (Section 1 of Appendix A) referred to as Kane Concourse (a.k.a. 96th Street, a.k.a. S.R. 922), from East Bay Harbor Drive to West Bay Harbor Drive, which shall be swept between the hours of 2:00 a.m. and 6:00 a.m. on the stated days. No other sweeping of the route shall commence prior to 9:00 a.m., and operations between 6:00 p.m. and 2:00 a.m. are prohibited, with the exception of emergency service requested by the Town. The Contractor shall sweep all gutters, curbing, parking swales on both sides of all streets, and any median curbing along those streets on the Route. There is no particular order in sweeping the Route. In the event that the Town decides to expand the Route, both the Town and the Contractor shall negotiate any changes to the agreement at that time. There shall be no scheduled work on Saturday or Sunday, or on the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Christmas Eve or Christmas Day.

In addition, the contractor;

- Shall visually inspect the Route during operation to ensure that all roadway litter, trash, dirt, sediment, and leaf litter is picked up by the street sweeper. Items not picked up by the street sweeper shall be physically picked up and disposed of by the Contractor.
- Shall provide its own facilities for the housing and maintenance of its street sweeper(s)

- Shall maintain records detailing the daily weight of road debris collected and dumped at an approved site by the Florida Department of Environmental Protection. A monthly report detailing the weight of debris collected and dumped shall be provided to the Town no later than the 5th business day of each month in accordance with NPDES requirements.
- Shall ensure that all sweepers be driven at the optimal rate of speed conducive to picking up the most debris in a single pass. The operator shall also consider his surroundings insofar that he is operating the sweeper within residential neighborhoods and that the speed of the machine should be adjusted accordingly. The Town believes that a speed of 10 mph meets both criteria.
- Shall have a supervisor on site in the event of any incident.
- Shall maintain the street sweeper(s), and provide the necessary fuel for the street sweeper(s). In the event that a street sweeper becomes inoperative, Contractor shall provide a comparable street sweeper of similar capacity and condition and shall maintain the same level of service required by this Agreement.
- Shall ensure that all sweepers used in conjunction with this contract be clean, free of dents, scratches, or other damage, which may adversely affect the street sweeper's appearance or ability to operate in a satisfactory manner. The street sweeper(s) shall also be free of mechanical problems that render the street sweeper(s) unsafe or excessively noisy. The Contractor's logos and lettering shall be maintained legible and free of fading, scratches, or other damage that may adversely affect the appearance. The street sweeper(s) shall be inspected and permitted and otherwise in full compliance with all relevant rules and/or regulations pertaining to such commercial vehicles.
- Shall, in the event of an imminent hurricane, be notified by the Town that street sweeping operations will be suspended until such time that it takes for the hurricane to pass and roadways are made passable. Once clear, the Contractor shall resume normal street sweeping operations.
- Shall provide efficient and courteous Services to residents of the Town. In the event of a complaint from any Town resident, Contractor shall confer with the Town and provide a proper response to the resident, including proposed remedial action, if deemed necessary by the Town.
- Shall be responsible for supplying and maintaining all materials, tools, and equipment necessary to perform the Services, and for having sufficient equipment and personnel to provide efficient service to the Town at all times during the term.

- Shall be on notice to exclusively provide to the Town any of the types of street sweeping machines listed (see Appendices B, C & D) on the Bid Form on an emergency basis and deliver said emergency equipment and services within two hours of such request. Furthermore, the contractor shall be bound by this continuing services agreement, to grant the Town the first right of refusal for street sweeping services at the "Emergency Services" rates provided, within 24-hours after a hurricane event, utilizing any one type or any combination of those machines listed on the Bid Form, provided that a request is made by the Town for such services.

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

CONTRACTOR

Date: _____

Date: _____

Marlene Siegel
Town Clerk

Witness
Douglas Armstrong, APWD

Date: _____

Date: _____

BID FORM

BHI-189 STREET SWEEPING SERVICES

ITEM	DESCRIPTION	SWEeper MAKE/MODEL	PRICE/MI	x 19.5 mi/ sweep	x 3/wk.	x 52 wks.	ANNUAL COST
1	Continuing street sweeping services utilizing a mandatory vacuum sweeper comparable in size and function to a Schwarze Industries "A4 Storm", 4.8 Cubic Yard Regenerative Air Street Sweeper, or equivalent, with operator. SEE APPENDIX B	Schwarze 348 Vacuum	\$34.40.	\$670.80	\$2,012.40	\$104,644.80	\$104,644.80
	EMERGENCY STREET SWEEPING SERVICES	SWEeper MAKE/MODEL	HOURLY RATE (REGULAR)	HOURLY RATE (OVERTIME)			
2	Schwarze Industries "A4 Storm", 4.8 C.Y. Regenerative Air Street Sweeper, or equivalent, with operator. SEE APPENDIX B	Schwarze 348.	\$175.00 hr 5 hrs Minimum	\$200.00 hr 5 hrs Minimum			
3	Elgin "Eagle" model, 4.5 C.Y. hopper mechanical street sweeper, or equivalent, with operator. SEE APPENDIX C	ELGIN Eagle	\$175.00 hr 5 hrs Minimum	\$200.00 hr 5 hrs Minimum			
4	Elgin "Road Wizard" model, 5.4 C.Y. hopper mechanical street sweeper, or equivalent, with operator. SEE APPENDIX D						

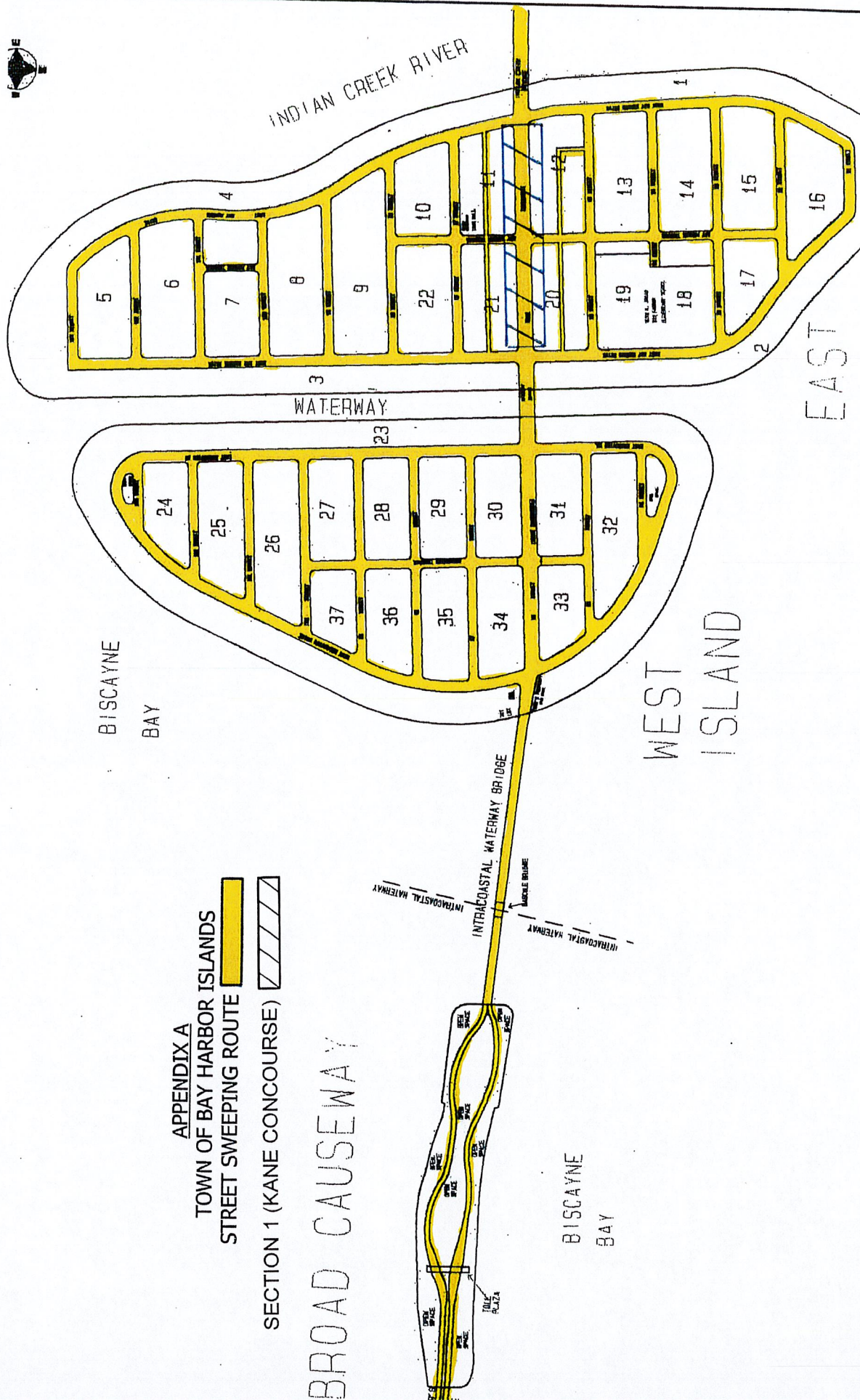
Star Cleaning USA Inc

NAME OF COMPANY

AUTHORIZED SIGNATURE

Michael Gonzalez

PRINTED NAME, TITLE, DATE



Town of Bay Harbor Islands
BID CLOSING – SIGN IN SHEET

Thursday, April 19, 2018 @ 3:00PM

BHI-189 Street Sweeping Services

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Alba Chang Deputy Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	achang@bayharborislands-fl.gov
Yusnielkys Ruiz Adm Assit	9665 BH		yfelacio@bayharbor islands-fl.gov

TOWN OF BAY HARBOR ISLANDS

BID CLOSING

Thursday April 19, 2018 @ 3:00 PM

BHI-189 Street Sweeping Services

1.		Bid Bond	Bid Amount \$
Company Name	Star Cleaning USA, Inc	X	Annual dust \$104,644.80
Contractor Name	19664 SW 69 PLACE		
Address/ Phone #	Pembroke Pines, FL 33332		

2.			
Company Name			
Contractor Name			
Address/ Phone #			

3.			
Company Name			
Contractor Name			
Address/ Phone #			

4.			
Company Name			
Contractor Name			
Address/ Phone #			

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 15.

ITEM: Consideration and Approval of an expenditure in the amount of \$89,367 in favor of Miller Pipeline, LLC to CCTV and line five (5) storm water outfalls with Cured in Place Pipe (CIPP). Enclosed is a copy of the agreement and supporting documents.

DESCRIPTION:

In 2013 the Town Council approved a Contract award in favor of Miller Pipeline LLC. in the amount of \$335,032.01, to be expended over a five year period. This Contract expires on June 24th 2018.

Excerpts from the Contract that was signed in 2013, namely the Contract Agreement and the Contract Bid Proposal are attached.

Based on field reconnaissance it is expected that five (5) outfalls can be lined as follows:

1. East Broadview Drive and 96th Street (NS) 24" Diameter 100 LF@ \$111.63 = \$11,163.00
2. East Bay Harbor Drive /KC (SS) 24" Diameter 160 LF @ \$111.63 = \$17,860.00
3. East Bay Harbor Drive/93rd Street 24" Diameter 160 LF @ \$111.63 = \$17,860.00
4. WBHD/102nd St 24" Diameter 160 LF@ \$111.63 = \$ 17,860.00
5. 95th Street and West Bay Harbor Drive (NS) 24" Diameter 160 LF@ \$60.15 = \$9,624.00

The total anticipated cost of the above work is \$74,367.00.

The department also request a contingency amount of \$15,000 for any unforeseen expenditures.

The budget for this work is \$90,000.00.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The budget for the work is \$90,000.00.

Cost of anticipated work is \$89,367.00 including \$15,000 in unforeseen work.

No negative financial impact is expected from this work.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Miller Agreement	Miller Agreement.pdf
2.	Miller Proposal (1)	Miller Proposal (1).pdf

AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 25 day of June, in the Year 2013 by and between the **Town of Bay Harbor Islands** (hereinafter called OWNER), and Miller Pipeline, LLC, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK: The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all materials, equipment and associated resources necessary for successful CCTV Inspection and subsequent repair of storm water drainage pipe outfalls for the purpose of restoring integrity and eliminating water seepage into the pipes. Rehabilitation work shall consist of thoroughly cleaning and installing Cured in Place Pipe (CIPP) Liners. The pipe sizes range from 10" to 24" diameter. The Repair methodology and materials shall be in accordance with ASTM F1216-93 and ASTM F1743, and other relevant standards.

All storm outfalls discharge directly to the Indian Creek Channel, the Bay Harbor Waterway or the Intra-coastal Waterway and extreme care must be taken to avoid pollution of these natural bodies of water. All inspections shall be recorded on DVD and submitted to the Town with no more than ten (10) inspections per DVD. Upon installation of the liner in the specified pipe outfall, the contractor shall again inspect and record the completed work.

The Work shall be undertaken over a period of five years, and five to seven outfalls according to budget allocations, shall be completed in each year of the five year period.

TOWN OF BAY HARBOR ISLANDS
CCTV INSPECTION AND REPAIR OF STORM OUTFALLS
CONTRACT NO. BHI 163

Article 2 NOT APPLICABLE

Article 3 CONTRACT TIME

- 3.1 The Work in this Contract is spread out over a period of five years as a result of budgeting restrictions. The Work for each year of the five year contract shall be defined as installing CIPP for five to seven outfalls, unless otherwise agreed to with the Town and special payment arrangements are made, in

writing. The Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within five (5) years after the date when the Contract Time commences to run. In each year of the Contract, the Contractor shall make arrangements with the Town to perform lining operations for five to seven outfalls.

3.2 Liquidated Damages: None

Article 4 CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Document and the Schedule of Values provided for payment request purposes in current funds as follows:

Contract Price: \$ 335,032.01

Contract Price (in Words): Three Hundred Thirty-Five Thousand Thirty-Two Dollars and One Cent.

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed as provided in the General Conditions.

- 5.1 Progress Payments. TOWN shall make progress payments on account of the Contract Price within 30 days of TOWN approval of the CONTRACTOR'S Application for payment. The Applications for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

5.1.1 Prior to Substantial Completion of the Work in any contract year, progress payments will be in an amount equal to: 90% of the Work completed, less the aggregate of payments previously made.

5.1.2 Upon Substantial Completion of the Work in the contract year, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts determined in accordance with paragraph 14.02.B.5 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended in said

paragraph 14.07.B.1, less a retained amount of \$500.00 to maintain an open Contract.

Article 6 INTEREST

Not Applicable

Article 7 CONTRACTOR'S REPRESENTATIONS

In order to induce TOWN to enter into Procurement Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement (pages 1 to 5, inclusive)
- 8.2 Exhibits to this Agreement

- 8.3 Performance and Payment Bonds
- 8.4 Notice of Award
- 8.5 General Conditions (pages 1 to 42, inclusive)
- 8.6 Supplementary Conditions (pages 1 to 12, inclusive)
- 8.7 Technical Specifications (pages 1- 4, inclusive)
- 8.8 Addenda (if any)
- 8.9 CONTRACTOR'S BID
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.11 Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.12 Appendix I – Storm-water System Map

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 TOWN and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Contract may be executed in counterparts.
- 9.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

- 9.6 The TOWN shall retain the ownership of all shop drawings and design drawings once payment thereof is made.
- 9.7 TOWN and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed TWO (2) copies of this Agreement. At least one counterpart each has been delivered to TOWN and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER:

Town of Bay Harbor Islands

ADDRESS:

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

BY

Ron Wasson
Print Name

Town Manager
Title

TOWN CLERK

Marlene Marante

(CORPORATE SEAL)

CONTRACTOR:

Miller Pipeline, LLC

ADDRESS:

8850 Crawfordsville Rd.

Indianapolis, IN 46234

BY

Kevin Miller
Print Name

President
Title

WITNESS

Emily R. Belica

(CORPORATE SEAL)

**PROPOSAL To
Town of Bay Harbor Islands**

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

Provide all materials, equipment and associated resources necessary for successful CCTV Inspection and subsequent repair of storm water drainage pipe outfalls for the purpose of restoring integrity and eliminating water seepage into, or from the pipes. Rehabilitation work shall consist of thoroughly cleaning and installing Cured in Place Pipe (CIPP) Liners. The pipe sizes range from 10" to 24" diameter. The Repair methodology and materials shall be in accordance with ASTM F1216-93 and ASTM F1743, or other relevant and newer standards.

All storm outfalls discharge directly into the Indian Creek Channel, the Bay Harbor Waterway and the Intra-coastal Waterway and extreme care must be taken to avoid pollution of these natural bodies of water. All inspections shall be recorded on DVD and submitted to the Town with no more than ten (10) inspections per DVD. Upon installation of the liner in the specified pipe outfall, the contractor shall again inspect and record the completed work. The post video shall immediately follow the pre inspection recording in the DVD.

The Work shall be undertaken over a period of five years, and five to seven outfalls shall be completed in each year of the five year period.

It is proposed that the project herein described shall be constructed for the Total Bid amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Town at its sole discretion shall award this contract based on the Total Bid Amount.

BID FORM

The following bid form is presented to assist the Owner in evaluating the bid. In the event of discrepancy, the Total Bid Amount will govern. Payment shall be made for the items listed on the bid form on the basis of the work actually performed and completed. For the purposes of the Bid each outfall is assumed to be 120 linear feet.

<u>Bid Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
1 (a)	Clean & CCTV 4" Diameter Storm Pipe	120	LF	\$ 2.75	\$ 330.00
(b)	Line 4" Diameter Storm Pipe	120	LF	\$ 58.30	\$ 6,996.00
2 (a)	Clean & CCTV 8" Diameter Storm Pipe	120	LF	\$ 4.95	\$ 594.00
(b)	Line 8" Diameter Storm Pipe	120	LF	\$ 40.0	\$ 4,800.00
3 (a)	Clean & CCTV 10" Diameter Storm Pipe	132	LF	\$ 5.50	\$ 726.00
(b)	Line 10" Diameter Storm Pipe	132	LF	\$ 45.00	\$ 5,940.00
4 (a)	Clean & CCTV 12" Diameter Storm Pipe	2105	LF	\$ 7.15	\$ 15,050.75
(b)	Line 12" Diameter Storm Pipe	2105	LF	\$ 53.00	\$111,565.00
5 (a)	Clean & CCTV 15" Diameter Storm Pipe	120	LF	\$ 8.25	\$ 990.00
(b)	Line 15" Diameter Storm Pipe	120	LF	\$ 68.50	\$ 8,220.00
6 (a)	Clean & CCTV 18" Diameter Storm Pipe	360	LF	\$ 8.80	\$ 3,168.00
(b)	Line 18" Diameter Storm Pipe	360	LF	\$ 78.50	\$ 28,260.00
7 (a)	Clean & CCTV 24" Diameter Storm Pipe	1920	LF	\$ 9.63	\$ 12,538.26
(b)	Line 24" Diameter Storm Pipe	0	LF	\$102.00	\$132,804.00
8	Maintenance of Traffic	1	LS	\$550.00	\$ 550.00
9	Contingency	1	LS		\$ 2,500.00
TOTAL					\$335,032.01

TOTAL BID AMOUNT \$ 335,032.01

TOTAL BID AMOUNT (IN WORDS) Three Hundred Thirsty-Five Thousand Thirty-Two Dollars and One Cent.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- 1) NAME OF PROJECT Wastewater Gravity Line
YEAR OF PROJECT 2009
OWNER OF PROJECT Hillsborough County
OWNER TELEPHONE NO. 813/272-5977 ext. 4390
LOCATION OF PROJECT Tampa, FL
DESIGNING ENGINEER Hillsborough County
ADDRESS 925 Twiggs St.
Tampa, FL 33602
SCOPE OF WORK CIPP & Fold and Form
APPROXIMATE VALUE \$ 2,446,204.00
- 2) NAME OF PROJECT Edsel Lane I&I Rehab Project
YEAR OF PROJECT 2011
OWNER OF PROJECT Louisville & Jefferson County MSD
OWNER TELEPHONE NO. 502/540-6000
LOCATION OF PROJECT Louisville, KY
DESIGNING ENGINEER Louisville & Jefferson County
ADDRESS 700 W. Liberty St.
Louisville, KY 40203
SCOPE OF WORK CIPP
APPROXIMATE VALUE \$ 1,377,132.00
- 3) NAME OF PROJECT CE4900B08 Mt. Rainier San Sewer Rehab
YEAR OF PROJECT 2011
OWNER OF PROJECT Washington Suburban Sanitary Comm.
OWNER TELEPHONE NO. 301/206-4308
LOCATION OF PROJECT Laurel, MA
DESIGNING ENGINEER Washington Suburban San Commission
ADDRESS 14501 Sweitzer Lane
Laurel, MD 20707
SCOPE OF WORK CIPP
APPROXIMATE VALUE \$ 6,626,415.00

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work: N/A

- 1) NAME OF SUBCONTRACTOR LMK Pipe Renewal
- 2) NAME OF SUBCONTRACTOR Shenandoah Construction
- 3) NAME OF SUBCONTRACTOR _____

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 30 working days and all work within not more than 40 working days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Base Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) working days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

May 6, 2013

SUBMITTED

Miller Pipeline, LLC

FIRM NAME

8850 Crawfordsville Rd.
Indianapolis, IN 46234

BUSINESS ADDRESS

317/293-0278

BUSINESS TELEPHONE


SIGNATURE OF RESPONSIBLE OFFICIAL

President

TITLE

Indiana

STATE OF INCORPORATION

FULL NAMES & ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Kevin Miller - President - P.O. Box 34141, Indianapolis, IN 46234

Douglas S. Banning, Jr. - CEO - P.O. Box 3141, Indianapolis, IN 46234

Daniel L. Short, CEO - P.O. Box 34141, Indianapolis, IN 46234

Dale Anderson, Ex. V.P., - P.O. Box 34141, Indianapolis, IN 46234

Addenda No(s) 1 received and attached hereto.

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 16.

ITEM: Consideration and Approval of an Engineering Proposal from Keith and Schnars to provide the specifications of a new stand by generator for Town Hall, in the amount of \$48,400.00. Details of the proposal are attached; details of the project are included in Exhibit 1 of the Proposal.

DESCRIPTION:

The current stand by 350 KW generator for Town Hall was manufactured in 1974, and replacement parts are no longer available. Replacing the generator became critical after Hurricane Irma in 2017. After that hurricane, the hosing for the generator became damaged and the engine developed an oil leak, that caused the generator to overheat. Both defects are irreparable. This generator is deemed to be critical equipment and in the event of a power outage it will be used, *inter alia*, to ensure uninterrupted sewage collection and disposal.

This item was first presented for discussion at the regular February 2018 meeting; at that meeting the Council rejected the proposal from Kimley-Horn and Associates (\$9,500.00) and requested that Staff obtain a more comprehensive cost of replacing the generator. Staff requested a proposal from Keith & Schnars.

Exhibits 1, 2 and 3 in the proposal outlines the Project Description, Scope of Services and the Schedule for performing the various project services.

Exhibit 4 provides an opinion of probable cost of the new generator., which was provided to give an overall magnitude of the project. Keith & Schnars has opined that the size of the required generator shall be in the range of 500-600KW which is almost twice the size of what exists. The associated cost of a generator this size, installed, is expected to be about \$187,500.00.

The proposal from Keith & Schnars is attached.

This is not a budgeted expenditure.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item was not budgeted. Funding for this project is recommended to come from General Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Bay Harbor Islands_Electrical Emergency Generator at Town Hall rev	Bay Harbor Islands_Electrical Emergency Generator at Town Hall rev.pdf
----	---	---

PROJECT AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

KEITH & SCHNARS

For

Work Authorization No. 1

ELECTRICAL EMERGENCY GENERATOR AT TOWN HALL

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between THE TOWN OF BAY HARBOR ISLANDS (hereinafter referred to as "TOWN") and KEITH & SCHNARS, (hereinafter referred to as CONSULTANT"), dated October 23, 2017, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the TOWN for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the TOWN the following Deliverables:

- 60% Construction Documents
- 100% Construction Documents
- Engineering Opinion of Probable Cost Estimate
- Construction Phase Services (Bid Review & Construction Administration)

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through 180 Days, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the Town Manager prior to beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$48,400.00. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

OR

4.2 Time and Material Compensation. TOWN agrees to compensate the CONSULTANT on a time and materials basis for performance of all services as related to this project. This compensation will include, but is not limited to, compensation for all expenses, man-hours required and out of pocket costs of the CONSULTANT.

4.3 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, TOWN'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "4", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.1.2 Time and Materials Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the work effort by staff and billing rates required to accomplish such work.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with a written response and any additional information requested by the TOWN within five (5) working days of the date of the TOWN'S notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In

the event that CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the TOWN for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the TOWN its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the TOWN make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the TOWN and the CONSULTANT shall within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the TOWN'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the TOWN.

6.4 Suspension for Convenience. The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to ____ calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the TOWN shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT's reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Joe Gómez, PE (K&S)</u>	<u>Contract Manager</u>
<u>Jorge Leon, PE (STV subconsultant)</u>	<u>Project Manager</u>
<u>Jake Ozyman, PE (K&S)</u>	<u>Project Engineer</u>
<u>Robert Zuccaro, PE (K&S)</u>	<u>Project Engineer</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the TOWN reserves the right to reject any proposed substitution for any of the above-named individuals, and the TOWN shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the TOWN and the CONSULTANT dated October 23, 2017, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The TOWN, signing by and through its_____ attested to by its Town Clerk, duly authorized to execute same, and by CONSULTANT, by and through its _____, duly authorized officer to execute same.

TOWN

THE TOWN OF BAY HARBOR ISLANDS, FLORIDA

By:_____

The____day of_____, 2017.

AUTHENTICATION:

Town Clerk

(SEAL)

APPROVED AS TO FORM

Town Attorney

CONSULTANT

KEITH and SCHNARS

By: _____

Print Name: _____

Title: _____

The _____ day of, _____ 2018.

AUTHENTICATE:

Secretary

Mark J. Moshier, P.E.

Name of Corporate Secretary

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

Project Description

Based on the meeting and the site visit to the Town of Bay Harbor Islands on 2/21/2018, Consultant understands that the following Design and Construction Administration services will be required:

- Provide design, calculation and specifications for a new generator capable of providing standby power for the Town Maintenance Facility, Lift Station and Town Police Station.
- Calculate the size needed for an integral sub base fuel tank (if required) in addition to the existing in-ground fuel tank, that will achieve a minimum of 48 hours capacity at generator full load and will be within a weatherproof sound attenuated enclosure.
- Perform limited site electrical survey of the immediate area adjacent and relative to the project. Existing utility information shall be provided by the Town of Bay Harbor and will be included in the survey plan.
- Locate new generator adjacent to the existing generator as allowable.
- Prepare demolition plans to replacement existing generator and fuel lines.
- Prepare new fuel lines layout.
- Perform short circuit analysis and coordination study.
- Review site access and existing generator site location for compliance to ADA, latest FBC and local building codes requirements. Upgrade non-compliant project area if required to comply with current codes.
- Design a structural concrete pad for the proposed generator.
- Locate bollards around the generator for protection from vehicles.
- Design and specify a life safety electrical distribution branch capable of feeding life safety lighting and emergency equipment.
- Design and specify two new NEMA 4X service entrance transfer switches and NEMA 4X service entrance breakers rated for the intended operation located on the exterior of the building.
- Submit a phasing plan that utilizes the existing generator throughout scheduled construction shut-offs.
- Provide voltage drop and load calculation to size all conductors.
- Design and specify demolition of the existing generator, ATS's and existing wiring that will be no longer in use.

** New generation set calculation will be based on electrical services full load capacity.

EXHIBIT "2"

Scope of Services

Task 1 – Initial Assessment and Field Review

Our team will conduct a detailed initial assessment and field review as follows:

- Site visits to gather and confirm existing conditions. Existing as-built drawings shall be furnished by the owner at Notice to Proceed (NTP). If no as-built drawings are available at NTP, a separate services proposal to develop as-built drawings (not included in this proposal) will be required during project assessment to perform design efforts.
- Attend a kick off meeting and progress meetings to review the design, materials specified, schedule, project costs, and respond to town questions.

Survey to develop site plans locating existing utilities related to the design of the electrical distribution for the proposed generator.

Task 1 Lump Sum Fee = \$1,100.00

Task 2 – Construction Documents

- Develop AutoCAD documents showing conduit and feeder design.
- Develop construction documents detailing the work to be performed.
- Develop contract specifications for the bid documents.
- Incorporate any applicable building department and town engineer comments after 60% and 100% plans and specification submissions.
- Provide a rough order of magnitude cost estimate with the 60% and 100% plans and specifications.

Task 2 Lump Sum Fee = \$36,300.00

Task 3 - Bid Phase Services

Bid Phase Services will include the following:

- Attend pre-bid meetings.
- Respond to any questions from bidders via Addenda.
- Attend the bid opening.
- Review all bids and provide a recommendation for the qualified low bidder.

Task 3 Lump Sum Fee = \$2,200.00

Task 4 – Construction Administration Services

Construction Administration Services will include the following:

- Attendance to the kickoff meeting by the Electrical Engineer and Project Manager.
- Review of all submittals.
- Responses to all contractor's request for information (RFIs).
- Weekly site visits related to construction milestones, established by the Engineer at the Kickoff meeting (four estimated schedule meetings during construction).
- Development of "Punch List" at substantial completion of the project.

Task 4 Lump Sum Fee = \$8,800.00

****Services not included within this proposal which are considered additional engineering services are as follow:**

- Correct existing electrical violations outside of the generator replacement scope of work.
- Coordination with the local Building Department(s) to obtain existing as-built drawings as required.
- Create existing as-built drawing in the event that existing record drawings are not available.
- Obtain electrical utility data as require for design services.

EXHIBIT "3"

Project Schedule

1.1 Task 1 - Conduct a detailed initial assessment and field visit

Within 10 days of Notice to Proceed (NTP), STV will perform the initial field assessment.

Estimated completion Time for this Task 5 Calendar days.

2.1 Task #2 – Construction Documents

Construction Documents: 30 days after the initial assessment is completed, STV will submit 60% contract documents for City review.

STV will allow 10 business days for City review/comments of the 60% contract documents.

30 days after STV received the 60% City comments, STV will submit 100% plans and specification to the City for Building Department Review.

STV will allow 10 business days for Building Department Comments.

Permitting Dry-Run Process: 10 days after STV received the 100% Building Department comments, STV will submit final contract documents for the Building Department final document approval.

Estimated completion Time for this Task 90 Calendar days.

3.1 Task #3 – Bid Phase

Estimated completion Time for this Task 5 Calendar days.

4.1 Task #4 – Construction Administration

Estimated completion Time for this Task will be determined at the time of bid award.

EXHIBIT "4"

Preliminary Opinion of Costs

At the Town's request we have developed a very rough preliminary opinion of cost for the generator. These costs will be re-evaluated during our detailed design phase, as shown in Exhibit "2".

Based on very preliminary engineering calculations, we are of the opinion that the Town Hall will need something in the order of magnitude of 500KW to 600KW totally enclosed diesel generator rated for 180 mph winds to operate all existing electrical loads presently connected to the existing gen set which also includes the lift station (pump station) located on the east side of the building. Presently, the town hall is employing a 350KW diesel generator which does not have enough capacity to operate all existing loads.

The preliminary cost for a 500KW to 600KW generator is \$130K to \$150K. This cost does not include the installation costs or permitting fees. We estimate that installation by an electrical contractor including permitting will range from \$32K to \$37.5K.

- Preliminary Cost for 500KW to 600KW gen set including installation and permitting = \$187.5K. These costs will be further refined during the design phase.

EXHIBIT "5"

Payment Schedule

CONSULTANT shall submit invoices which are identified by the specific project number assigned for Bay Harbor Island – Electrical Emergency Generator at Town Hall on a monthly basis, in a timely manner.

Invoices shall identify the nature of the work performed, the task of work, and the estimated percent of work accomplished.

Invoices for each task shall not exceed the amounts allocated to said task.

- **Task 1 Lump Sum Fee = \$ 1,100.00**
- **Task 2 Lump Sum Fee = \$36,300.00**
- **Task 3 Lump Sum Fee = \$ 2,200.00**
- **Task 4 Lump Sum Fee = \$ 8,800.00**

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 17.

ITEM: Discussion requested by Mayor Bruder and Council Member Yaffe regarding a location for a temporary basketball court. Town Manager to report on the agreement with Bal Harbour to use their basketball court for the Town's Parks and Recreation aftercare program.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 18.

ITEM: Discussion requested by Council Member Reid to adopt an ordinance that would prohibit campaign contributions by any Town vendors and developers. Enclosed is a copy of an ordinance adopted by the City of Miami Beach.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Discussion - campaign contributions	Discussion - campaign contributions.pdf
----	-------------------------------------	---

**TOWN CLERK'S OFFICE ONLY**

Meeting Date: _____

Date Received: _____

Agenda Item Number: _____

#19

Title	Campaign Finance Reform		
Sponsor Name	Council Member Kelly Reid	Department	Town Council
ITEM SUMMARY: Discussion requested on possibly adopting an ordinance to regulate campaign contributions prohibiting contributions by vendors. <i>and developers.</i>			
STAFF RECOMMENDATION: Council Discretion			
PREVIOUS COUNCIL ACTION: N/A			
☐ RESOLUTION REQUIRED ☒ ORDINANCE REQUIRED ☐ PUBLIC HEARING REQUIRED		Fiscal Impact: COST: \$ _____ BUDGET AMOUNT: \$ _____ APPROPRIATION: \$ _____	
☐ TOWN ATTORNEY APPROVED FOR CONTEXT AND CONTENT		☐ FINANCE OFFICER APPROVED FOR FUNDING SOURCE Fund: _____	
ATTACHMENTS: Ordinance No. 2003-3389 from the City of Miami Beach.			

CONTRACT REQUIRED:☐ Yes☒ No**IF YES:**☐ RFP☐ RFQ☐ Piggy Back☐ Sole Source Provider

MOTION REQUIRED ☐ Poll vote ☒ Voice Vote ☐ Consensus ☐ Approval w/appropriation

COUNCIL ACTION DATE:

☐ Approved ☐ Denied ☐ Tabled ☐ More information Requested

NOTES:

ORDINANCE NO. 2003-3389

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII BY CREATING DIVISION 5 THEREOF ENTITLED "CAMPAIGN FINANCE REFORM", AND FURTHER AMENDING CITY CODE SECTION 38-6 ENTITLED "PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS" AND CITY CODE CHAPTER 2 BY TRANSFERRING SAID SECTION FROM CHAPTER 38 OF THE CODE TO CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 5, RENUMBERING CODE SECTION 38-6 TO CODE SECTION 2-487; AMENDING SAME BY MANDATING THAT THE CITY PUBLISH NOTICE REQUIREMENTS OF THIS ORDINANCE, ESTABLISHING RESPONSIBILITY OF CANDIDATES FOR ELECTED OFFICE TO DETERMINE STATUS OF POTENTIAL DONOR AS VENDOR, CLARIFYING AND CREATING DEFINITIONS, CREATING ADDITIONAL WAIVER PROVISION WHEN TERMINATION OF EXISTING CONTRACT WOULD BE ECONOMICALLY ADVERSE TO CITY'S BEST INTERESTS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Miami Beach City Code Chapter 2, Article VII, is hereby amended by the creation of Division 5 thereof entitled "Campaign Finance Reform" and is further amended by transferring Section 38-6 entitled "Prohibited Campaign contributions by Vendors" from City Code Chapter 38 to City Code Chapter 2, Article VII, Division 5 and renumbering said Section 38-6 to Section 2-487, to read as follows:

DIVISION 5. CAMPAIGN FINANCE REFORM

* * *

Sec. 38-6 2-487. Prohibited Campaign Contributions by Vendors

(a) A. General.

- (1) (a) No person who is a vendor to the city shall give a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. Commencing on the effective date of this ordinance, all proposed city contracts, as

well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or bids issued by the City, shall incorporate this Ordinance so as to notify potential vendors of the proscription embodied herein.

(b) No candidate, or campaign committee of a candidate for the offices of mayor or commissioner, shall solicit or receive deposit into such candidate's campaign account any campaign contribution directly or indirectly from a person who is a vendor to the city, or through a member of the person's immediate family, or through a political action committee, or through any other person on behalf of the person. This prohibition applies to natural persons and to persons who hold a controlling financial interest in business entities. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming with the Procurement Division's City records (including City of Miami Beach website) to verify the vendor status of any potential donor.

(2) A fine of up to \$500.00 shall be imposed on every person who violates this prohibition section. Each act of solicitation, giving or receiving depositing a contribution in violation of this paragraph section shall constitute a separate violation. All contributions received deposited by a candidate in violation of this paragraph section shall be forfeited to the city's general revenue fund.

(3) A person or entity who directly or through a member of the person's immediate family, or through a political action committee, or through any other person indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from transacting business serving as a vendor with the city. This prohibition on transacting business with the city may be waived only in the manner provided hereinbelow in subsection (b).

(4) As used in this section:

(a) 1. A "vendor" is a person and/or entity who transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager's approved vendor list selected by the City as the successful bidder on a present or pending bid for goods, equipment or services, or has been approved by the City on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.

2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

3. For purposes of this ordinance, "vendor" status shall terminate upon completion of the agreement for the provision of goods, equipment or services.

(b) For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the City of Miami Beach.

(b) A "contribution" is:

1. ~~A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.~~
2. ~~A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.~~
3. ~~The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.~~
4. ~~The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.~~

(c) The term contribution shall have the meaning ascribed to such term in Chapter 106, Florida Statutes, as amended and supplemented (copies available in City Clerks office).

(b) B. Conditions for waiver of prohibition. The requirements of this section may be waived by a 5/7th vote for a particular transaction by city commission vote after public hearing upon finding that:

- (1) ~~An open to all sealed competitive bid or proposal has been submitted and the city official/donor has in no way participated in the determination of the bid specifications or bid award;~~
- (2)(1) The property goods, equipment or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property goods, equipment or

services without entering into a transaction which would violate this section but for waiver of its requirements; or

- ~~(3)~~(2) The business entity involved in the proposed transaction is the sole source of supply ~~within the city~~ as determined by the City's Procurement Director in accordance with procedures established in section 2-367(c) of the Miami Beach City Code; or
- ~~(4)~~(3) An emergency contract (as authorized by the City Manager pursuant to section 2-396 of the Miami Beach City Code) must be made in order to protect the health, safety or welfare of the citizens of the city, as determined by a five-sevenths vote of the city commission; or
- (4) A contract for the provision of goods, equipment or services exists which, if terminated by the City, would be adverse to the best economic interests of the City.

Any grant of waiver by the city commission must be supported with a full disclosure of the subject campaign contribution.

- ~~(e)~~C. Applicability. This section shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered into in violation of this section.

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect the 18th day of January, 2003.

PASSED and ADOPTED this 8th day of January, 2003.

ATTEST:

Muriel Parden
CITY CLERK

[Signature]
MAYOR

(Requested by Commissioner Jose Smith, and approved by Community Affairs Committee)

(Passed on 1st Reading on December 11, 2002)

JKO/kw

F:\ms\OLINRES-ORD\38-6.N2a.doc

Ordinance No. 2003-3389

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 12-26-02
City Attorney Date

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 19.

ITEM: Discussion requested by Council Member Reid relating to utility billing and collections. Enclosed is a copy of Chapter 20 of the Town Code.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Chapter 20 - Utilities	Chapter 20 - Utilities.pdf
----	------------------------	----------------------------

Chapter 20 - UTILITIES^[1]

ARTICLE I. - WATER AND SEWER SERVICE

Secs. 20-1, 20-2. - Reserved.

Note— See editor's note, § 20-3.

Sec. 20-3. - Water service—Charges for tapping mains; deposits; installations of meters.

The charge for tapping of mains, deposits for water service and installations of water meters shall be left to the discretion of the town manager, providing that such charge and deposits shall bear a reasonable relationship to costs thereof.

(Ord. No. 343, § 1, 1-8-79)

Editor's note— Ord. No. 343, § 1, adopted Jan. 8, 1979, amended §§ 20-1—20-3 by providing that the charge for tapping of mains, deposits for service, and installations of water meters be left to the discretion of the town manager. For purposes of conforming to Code format, the editor has designated said provisions as § 20-3, reserving §§ 20-1 and 20-2 for future use. Former §§ 20-1—20-3 pertained to the same subject matter and were derived from Ord. No. 59, adopted Jan. 12, 1953. Ord. No. 254, § 2—4, adopted June 12, 1972; and Ord. No. 316, § 1, adopted May 9, 1977.

Sec. 20-4. - Same—Determining size of service.

The water department shall have full authority to determine the size of service that shall be installed.

(Ord. No. 59, 1-12-53; Ord. No. 254, § 5, 6-12-72)

Sec. 20-5. - Water service charges—Rate.

The charges for water service in the town shall be at the rate of \$4.28 per 1,000 gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the environmental resources management department's water protection and utility regulation program.

(Ord. No. 84, § 1, 5-9-55; Ord. No. 173, § 1, 10-14-63; Ord. No. 263, § 1, 6-11-73; Ord. No. 295, § 1, 11-10-75; Ord. No. 312, §§ 1, 2, 11-8-76; Ord. No. 382, § 1, 10-13-80; Ord. No. 398, § 1, 3-8-82; Ord. No. 461, § 1, 1-11-88; Ord. No. 480, § 1, 5-8-89; Ord. No. 510, § 1, 2-10-92; Ord. No. 527, § 1, 9-14-92; Ord. No. 556, § 1, 9-12-94; Ord. No. 729, § 1, 10-13-03; Ord. No. 795, § 1, 4-10-06; Ord. No. 823, § 1, 9-10-07; Ord. No. 860, § 1, 10-13-08; Ord. No. 878, § 1, 3-9-09; Ord. No. 887, § 1, 9-14-09; Ord. No. 970, § 1, 10-13-14)

Sec. 20-6. - Same—Minimum.

There shall be a minimum water service charge for each water meter in the amount of \$19.93.

(Ord. No. 84, § 2, 5-9-55; Ord. No. 280, § 1, 8-12-74; Ord. No. 316, § 2, 5-9-77; Ord. No. 398, § 2, 3-8-82; Ord. No. 461, § 2, 1-11-88; Ord. No. 480, § 2, 5-8-89; Ord. No. 510, § 2, 2-10-92; Ord. No. 527, § 2, 9-14-92; Ord. No. 556, § 2, 9-12-94; Ord. No. 729, § 2, 10-13-03; Ord. No. 734, § 1, 11-13-03; Ord. No. 795, § 2, 4-10-06; Ord. No. 823, § 1, 9-10-07; Ord. No. 860, § 2, 10-13-08; Ord. No. 878, § 2, 3-9-09; Ord. No. 887, § 2, 9-14-09; Ord. No. 970, § 2, 10-13-14)

Sec. 20-7. - Same—Billing; discontinuance of service.

Charges for water service shall be billed to each owner or owner's agent of the property involved monthly. If payment for service is not made within 30 days from the date of the bill, the town manager shall have the authority to discontinue service upon notice by him to the owner or owner's agent. Notice shall be by certified mail sent five days before the service is discontinued. All costs of notice, including costs of mailing, shall be added to the billing and the lien created thereby. Such water service charges shall constitute a tax and shall be a lien against the property for which the water service charges are due and unpaid. The lien will be effective from the due date of the charges and will remain as long as the charges are unpaid. Interest at the rate of nine percent per annum shall be added to the charges from the due date of the charges to payment.

(Ord. No. 84, § 3, 5-9-55; Ord. No. 316, § 3, 5-9-77; Ord. No. 341, § 1, 12-11-78; Ord. No. 367, § 1, 4-14-80)

Sec. 20-8. - Same—Reconnection of terminated service.

In such cases where service has been terminated, either by the town for nonpayment of bills due, or at the request of the customer, reconnection of service will be made upon application of the customer, and upon payment of all outstanding bills, and a connection charge of \$35.00.

(Ord. No. 84, § 4, 5-9-55; Ord. No. 448, § 1, 5-11-87; Ord. No. 859, § 1, 10-13-08; Ord. No. 886, § 1, 9-14-09)

Sec. 20-9. - Sewer service—Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential users. Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of \$7.11 per thousand gallons. In addition, there shall be a monthly base charge of \$18.70 per living unit regardless of usage.

Non-residential users. Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of \$7.11 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge
1"	\$77.85
1.5"	\$155.69
2"	\$249.12
3"	\$467.03
4"	\$742.00

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge.

A tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

(Ord. No. 135, § 3, 2-8-60; Ord. No. 372, § 1, 7-14-80; Ord. No. 382, § 2, 10-13-80; Ord. No. 388, § 1, 8-10-81; Ord. No. 432, § 1, 11-11-85; Ord. No. 445, § 1, 10-6-86; Ord. No. 448, § 2, 5-11-87; Ord. No. 460, § 1, 1-11-88; Ord. No. 500, § 1, 3-11-91; Ord. No. 511, § 1, 2-10-92; Ord. No. 528, § 1, 9-14-92; Ord. No. 548, § 1, 3-14-94; Ord. No. 557, § 1, 9-12-94; Ord. No. 577, § 1, 9-11-95; Ord. No. 616, § 1, 4-14-97; Ord. No. 674, § 1, 10-10-00; Ord. No. 706, § 1, 9-9-02; Ord. No. 728, § 1, 10-13-03; Ord. No. 729, § 2, 10-13-03; Ord. No. 773, § 1, 5-9-05; Ord. No. 800, § 1, 7-10-06; Ord. No. 824, § 1, 9-10-07; Ord. No. 859, § 1, 10-13-08; Ord. No. 886, § 1, 9-14-09; Ord. No. 924, § 1, 10-10-2011; Ord. No. 955, § 1, 10-14-13; Ord. No. 969, § 1, 10-13-14; Ord. No. 985, § 1, 10-13-15; Ord. No. 999, § 1, 10-17-16; Ord. No. 1010, § 1, 6-12-17)

Sec. 20-10. - Same—Payment of tapping charges before issuance of building permit.

Tapping charges shall be collected simultaneously with the building permit for the structure involved, and payment of such tapping charges shall be a condition precedent to issuing the building permit.

(Ord. No. 135, § 4, 2-8-60)

Sec. 20-11. - Same—Payment.

The sewer service charges shall be imposed, billed, and collected monthly on a calendar monthly basis, and shall become due and payable immediately upon billing for same without discount or further demand, and such sewer service charges shall constitute a tax and shall be a lien against the property for which the sewer service charges are due and unpaid. The lien will be effective from the due date of the charges and will remain as long as the charges are unpaid.

(Ord. No. 135, § 5, 2-8-60)

Sec. 20-12. - Same—Privies and cesspools prohibited.

No privy vault or cesspool shall be used in the town at any time.

(Ord. No. 135, § 6, 2-8-60)

ARTICLE II. - STORMWATER UTILITY

Sec. 20-13. - Stormwater utility.

This article shall be know as the Bay Harbor Islands Stormwater Utility Ordinance.

(Ord. No. 594, § 1, 8-12-96)

Sec. 20-13.1. - Legislative intent.

It is the intent of this ordinance to implement the provisions of F.S. § 403.0893(1) by creating a stormwater utility and adopting utility fees sufficient to plan, construct, operate and maintain a local stormwater management system pursuant to F.S. § 403.0891(3).

(Ord. No. 594, § 1, 8-12-96)

Sec. 20-14. - Creation; governing body; organization.

- (a) There is hereby created and established by the authority of F.S. § 403.0893(1) and the Charter of the town a stormwater utility implementing the provisions of F.S. § 403.0893(1) which shall be named and known as the "Bay Harbor Islands Stormwater Utility" (hereafter referred to as "utility"). The utility shall be a public body corporate and politic which, through its governing body, the town council may exercise all those powers granted by law and those powers necessary in the exercise of those powers herein enumerated.

- (b) The governing body of the utility shall be the town council.
- (c) The utility, acting through its governing body, shall be responsible for the operation, maintenance, and governance of a local stormwater utility to plan, construct, operate and maintain a stormwater management system pursuant to F.S. § 403.0893(3). The governing body may create by ordinance one or more districts or subdistricts within the service area of the utility.
- (d) The town manager or his/her designee shall be the director of the utility.
- (e) The organization and operating procedures of the utility shall be prescribed by the town manager or designee. The town manager shall staff the utility in accordance with the provisions of the town charter.

(Ord. No. 594, § 1, 8-12-96)

Sec. 20-14.1. - Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them in this section:

Developed property. Any parcel of land which contains an impervious area.

Dwelling. Any building which is wholly or partly used or intended to be used for living, sleeping, cooking and eating.

Dwelling unit. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities used or intended to be used for living, sleeping, cooking, and eating. This term shall include rooming units.

Equivalent residential unit (sometimes hereafter referred to as "ERU"). A statistically estimated average horizontal impervious area of residential developed property per dwelling unit. This estimated average is calculated by dividing the total estimated impervious area of three residential categories, to wit, single-family, multifamily and condominium, by the estimated total number of dwelling units. For the purpose of this ordinance each dwelling unit, to wit, single-family, multifamily, condominium, is assigned one ERU.

Impervious area. Any division of the horizontal ground surface which is incapable of being penetrated by rainwater. This shall include, but not be limited to, all structures, roof extensions, slabs, patios, porches, driveways, sidewalks, parking areas, swimming pools, athletic courts, and decks.

Nonresidential developed property. Any parcel of land which contains an impervious area and which is classified by Dade County property appraiser as land use types 10 through 99 as set forth in the Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time.

Residential developed property. Any parcel of land which contains an impervious area and which is classified by the Dade County property appraiser as land use types 00 through and including 09 as set forth in Florida Administrative Code Rule 12D-008(2)(c), as amended from time to time.

Rooming unit. Any room or group of rooms, forming a single habitable unit, used or intended to be used for living, and sleeping but not for cooking or eating purposes.

Stormwater. The water which results from rainfall.

Stormwater infrastructure. The structural or nonstructural or natural features of a parcel of land or watershed which collect, convey, store, absorb, inhibit, treat, use, reuse, or otherwise affect the quantity or quality of stormwater.

Stormwater management program. The same term as defined by F.S. § 403.031(15) as may be amended from time to time.

Stormwater management system. The same term as defined by F.S. § 403.031(16) as may be amended from time to time.

Stormwater utility. The same term as defined by F.S. § 403.031(17) as amended from time to time.

Watershed. The same term as defined by F.S. § 403.031(18) as may be amended from time to time.

(Ord. No. 594, § 1, 8-12-96)

Sec. 20-15. - Fees.

- (a) The Bay Harbor Islands Stormwater Utility is hereby authorized and directed to establish, assess, and collect stormwater utility fees upon all developed property within the boundaries of the town, sufficient to plan, construct, operate, and maintain a stormwater management system, pursuant to F.S. § 403.0891(3). Such fees shall be implemented upon the approval of the governing body by resolution.
- (b) Each residential developed property shall be assessed a stormwater utility fee, at a rate of one ERU for each dwelling unit on the parcel.
- (c) Each nonresidential developed property shall be assessed a fee calculated by multiplying the rate for one ERU by a factor derived by dividing the actual impervious area of the particular property by the statistically estimated average horizontal impervious area of a residential developed property per dwelling unit, to wit, the square footage base equivalent established for (1) ERU.
- (d) The fees payable hereunder shall be deposited in a separate town fund and shall be used exclusively by the Bay Harbor Islands Stormwater Utility to pay for the cost of planning, operating, constructing and maintaining the local stormwater management system.

Sec. 20-15.1. - Billing; liens.

- (a) Fees shall be billed to each property owner of each developed property in conjunction with the monthly water bill. Fees shall be due under the same conditions as the water bill. Late charges may be established by the governing body and amended from time to time and applied to fees that are 60 days past the due date.
- (b) Fees and late charges shall be debts due and owing the utility and the same shall be recoverable by the town or its assignee on behalf of the utility, in any court of competent jurisdiction.
- (c) The utility shall establish procedures to notify all property owners, tenants and managers of developed property of delinquent fee accounts.
- (d) All fees and late charges due and owing to the utility which remain unpaid for 60 days past the due date of the fees shall become a lien against and upon the developed property for which the fees are due and owing to the same extent and character as a lien for a special assessment. Until fully paid and discharged, said fees and late charges shall remain, and constitute a special assessment lien equal in rank and dignity with the liens of municipal ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the developed property involved for a period of five years from the date of said fees and late charges, thereupon, become a lien as set forth in this article. Said lien may be enforced and satisfied by the town on behalf of the utility, pursuant to F.S. Ch. 173, as amended from time to time, or by any other method permitted by law. The lien provided herein shall not be deemed to be in lieu of any other legal remedies for recovery of said fee and late charges available to the town and to the utility.
- (e) For fees which become more than 60 days past due and unpaid, the utility shall cause to be filed in the office of the clerk of the court of Dade County, Florida, a notice of lien or statement showing a legal description of the property against which the lien is claimed, its location by street and number, the name of the owner, and an accurate statement of the fees and late charges then unpaid. A copy of such notice of lien shall be mailed within a reasonable time to the owner of the property involved as may be known to the town or shown on the tax assessment roll most recently published by Metro-Dade County. No such lien shall be enforceable by the town or the utility said notice shall be filed within six months from the date the fees and late charges become a lien as established by this article.
- (f) Liens may be discharged and satisfied by payment to the town, on behalf of the utility, of the aggregate amounts specified in the notice of lien and all filing and recording fees. When any such lien shall be fully paid or discharged, the town shall cause evidence of the satisfaction and discharge to be filed with the clerk of the circuit court of Dade County, Florida.
- (g) Notwithstanding other provisions to the contrary herein, the town, on behalf of the utility,

shall have the discretion not to file notices of lien for fees and late charges for sums in the amount less than \$50.00. If the town or the utility elects not to file a notice of lien, said fees and late charges shall remain as debts due and owing in accordance with (b) above.

(Ord. No. 594, § 1, 8-12-96)

ARTICLE III. - SANITARY SEWERS

Sec. 20-16. - Authorization.

This article is enacted pursuant to the general police power, the authority granted to the town by the Florida State Constitution, and sections 9, 17, and 72 of the Charter for the Town of Bay Harbor Islands.

(Ord. No. 621, § 1, 9-8-97)

Sec. 20-17. - Purpose and intent.

This article is for the purpose of implementing the town's comprehensive plan by requiring that new development pay for its fair share of the sanitary sewer system through the imposition of impact fees that will be used to finance, defray, or reimburse all or a portion of the costs incurred by the town for the sanitary sewer system that serves development.

(Ord. No. 621, § 2, 9-8-97)

Sec. 20-18. - Applicability.

Unless expressly excepted or exempted, this article applies to new construction or improvement of existing structures and facilities.

(Ord. No. 621, § 3, 9-8-97)

Sec. 20-19. - Definitions.

When used in this article, the following words, terms, and phrases, and their derivations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Collection. The point at which the sanitary sewer impact fee is actually paid to the town.

Dwelling unit. One or more rooms in a building or a portion of a room, designed or intended to be used, or actually used, for occupancy by one family for living and sleeping quarters and containing one kitchen only, but not including hotel or motel units.

Impose. To determine that a particular development project is subject to the collection of sanitary sewer impact fees as a condition of development approval.

New development or development project. Any residential project undertaken for the purpose of development or redevelopment, including without limitation, a project involving the issuance of a permit for construction, reconstruction, or change of use, but not a project involving the issuance of a permit to operate or to remodel, rehabilitate, or improve an existing structure, which does not change the density or intensity of use, nor the rebuilding of a structure destroyed or damaged by an act of God.

Residential development project. Any development undertaken to create one or more new dwelling units.

Sanitary sewer impact fee. A monetary exaction imposed by the town pursuant to this article as a condition of or in connection with approval of a development project for the purpose of defraying all or some of the town's cost or repaying costs previously expended from other town funds for capital improvements to the sanitary sewer system.

Sanitary sewer system improvement. Land or facilities for the collection, treatment, reclamation, storage, or disposal of sewage, and including the design, engineering, inspection, testing, planning, legal land acquisition, and all other costs associated with construction of such sanitary sewer system improvement.

(Ord. No. 621, § 4, 9-8-97)

Sec. 20-20. - Notice and hearing required for establishing or increasing sanitary sewer impact fees.

- (a) Prior to establishing or increasing any sanitary sewer impact fee, the town council shall hold a public hearing.
- (b) Notice of the time and place of the public hearing, including a general explanation of the matter to be considered, shall be published in accordance with the applicable notice provisions set forth in the Code of the Town of Bay Harbor Islands.
- (c) Town council action to establish or increase any sanitary sewer impact fee shall be taken only by ordinance or resolution containing findings which demonstrate the basis for calculating the fee.
- (d) Any costs incurred by the town in preparing for and conducting the public hearing may be recovered as part of the sanitary sewer impact fees which are the subject of the hearing.

(Ord. No. 621, § 5, 9-8-97)

Sec. 20-21. - Imposition, calculation and collection of sanitary sewer impact fees.

- (a) Except as provided in this article and any amendment to this article, the town may impose

sanitary sewer impact fees as a condition of approval of building permits, whether for new development projects or for improvement of existing structures and facilities.

- (b) The base fee amount for the sanitary sewer impact fee shall be recalculated and adopted by town council resolution as needed, but with no more than one recalculation and adoption of an increase in the fee to occur within a twelve-month time period.
- (c) After an individual determination that the fee has been calculated as provided in this article, sanitary sewer impact fees shall be imposed prior to approval of any development permit or issuance of any building permit or certificate of occupancy, whichever is earlier.
- (d) Sanitary sewer impact fees shall be collected by the town clerk at the time and as a condition for issuance of a building permit.

(Ord. No. 621, § 6, 9-8-97)

Sec. 20-22. - Sanitary sewer impact fee base fee amount and computation.

Based upon the June 1997 Flow Capacity Study for the Town of Bay Harbor Islands by Kimley-Horn and Associates, Inc., and the town council reviewing and accepting same, the town council finds that the sanitary sewer impact fee shall be as follows:

Four hundred seventy-five dollars for each additional new dwelling unit.

(Ord. No. 621, § 7, 9-8-97)

Sec. 20-23. - Sanitary sewer impact fee account.

The town shall establish a sanitary sewer impact fee account within the accounting records of the town. The sanitary sewer impact fees collected shall be credited to such account, and shall be utilized only for sanitary sewer system improvements.

(Ord. No. 621, § 8, 9-8-97)

Sec. 20-24. - Use of sanitary sewer impact fee proceeds.

Sanitary sewer impact fees may be expended only for the type of capital improvements for which they were imposed, calculated, and collected and according to the procedures established in this article. Sanitary sewer impact fees may be used to pay the principal, interest, and other costs of bonds, notes, and other obligations issued or undertaken by or on behalf of the town to finance such improvements.

(Ord. No. 621, § 9, 9-8-97)

Sec. 20-25. - Audits.

A property owner may request an audit to determine whether the sanitary sewer impact fee imposed exceeds the amount reasonably necessary to finance capital improvements attributable to the development project. The town council shall then retain a qualified, independent auditor who shall determine whether the fee is appropriate. The town may require as a condition of the audit that the property owner deposit with the town a sum equal to the reasonable estimated cost of the audit and pay for the actual cost of the audit. The decision of the independent auditor is final unless appealed to the town council by the property owner as provided by this article.

(Ord. No. 621, § 10, 9-8-97)

Sec. 20-26. - Appeals.

- (a) Within ten days following mailing of notice of the auditor's decision to the appellant, a property owner may challenge the imposition of a fee imposed pursuant to this article by filing with the town clerk a written notice of appeal with a full statement of the grounds and an appeal fee of \$200.00 or such other amount as may be fixed from time to time by resolution of the town council. The town may continue processing the development application if the notice of appeal is accompanied with a bond or other security in an amount equal to the sanitary sewer impact fee.
- (b) The appellant shall bear the burden of demonstrating that the amount of the fee was not calculated according to the procedures established by this article.
- (c) At a regular meeting following the filing of the appeal, the town council shall fix a time and place for hearing the appeal, and the town clerk shall mail notice of the hearing to the appellant at the address given in the notice of appeal. The hearing shall be conducted at the time and place stated in the notice, and the determination of the town council shall be announced at the conclusion of the hearing or at the next regular meeting of the town council. The determination of the town council shall be final.

(Ord. No. 621, § 11, 9-8-97)

Sec. 20-27. - Statute of limitations.

Any judicial action or proceeding to attach, review, set aside, or annul the reasonableness, legality, or validity of any sanitary sewer impact fee must be filed and service of process effected within 90 days following the date of imposition of the fee or the final determination of the town council, whichever is later.

(Ord. No. 621, § 12, 9-8-97)

Sec. 20-28. - Variances and exceptions.

Petitions for variances and exceptions to the application of this article shall be made in accordance with sections 2-16 through 2-24 of this Code.

(Ord. No. 621, § 13, 9-8-97)

Sec. 20-29. - Conflicts.

In the event of a conflict between the provision of this article and the provisions of any other ordinance or resolution establishing or amending sanitary sewer impact fees, the provisions of this article shall govern.

(Ord. No. 621, § 14, 9-8-97)

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 20.

ITEM: Discussion requested by Council Member Reid regarding a memorial for former Council Member Doris Marano.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

May 14, 2018

ITEM NUMBER: 21.

ITEM: Discussion requested by Council Member Yaffe to establish a policy regarding Council Members representing the Town at meetings or functions before other organizations.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS