

TOWN OF BAY HARBOR ISLANDS

June 8, 2015

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:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION:

1. Student of the Year Presentations:
Ruth K. Broad Bay Harbor K-8 School - Ian Krupkin
Nautilus Middle School - Leah Chepenik
Miami Beach Senior High School - Margherita Tonini
2. Formal presentation of the Town's Comprehensive Financial Report for the year ended September 30, 2014. The report was issued in mid-April and provided to the members of the Council at that time. Mr. Michael Futterman of Marcum LLP will represent the Town's auditors.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS: COUNCIL REPORTS:

TOWN MANAGER'S REPORT:

PUBLIC COMMENT:

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

COMMITTEE REPORTS:

3. **Review** of the Citizens Committee's Assignments and appointment / re-appointments of Committee Members for the term 2015-2017. Enclosed find a list of the current Committee Members that seek re-appointment and new residents seeking appointment.

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

4. **Consideration and Approval** of a Resolution requested by Vice Mayor Bruder supporting Bay Harbor Continental, Inc. in its appeal of the April 15th decision of the Miami Dade County Historic Preservation Board to designate the property as a historic site. Enclosed is the proposed resolution.
5. **Consideration and Approval** of a resolution adopting the Miami-Dade County Local Mitigation Strategy, in accordance with the National Flood Insurance Program's Community Rating System requirements. Enclosed find the proposed resolution and the system's requirements.
6. **Approval** of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2015-2016.
7. **Consideration and Approval** of the proposal from Vim Wireless for the purchase and servicing for 40 Automatic Vehicle Location Services (AVL/GPS) units for a total of \$51,536.00 for a 5 year service plan. Enclosed find the all of the quotes submitted for consideration.
8. **Consideration and Approval** of a construction trailer to be located at 10201 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find a copy of the permit application, site logistical plan, and other information submitted in connection with this request.
9. **Consideration and Approval** of a construction trailer to be located at 1155 103 Street as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find a copy of the permit application, site logistical plan, and other information submitted in connection with this request.
10. **Consideration and Approval** for mechanical street sweeping services for Bay Harbor Islands by Star Cleaning, USA, based upon a contract bid price of \$25.95 per curb mile, awarded by Hillsborough County, FL totaling \$72,867.60. Enclosed find the Hillsborough County Contract documents, and other cities references.
11. **Consideration and Approval** requested by Council Member Yaffe regarding a \$1,000 sponsorship to the Osher Lifelong Learning Institute on FIU's Biscayne Bay Campus for the 2015-2016 academic year. Enclosed find the proposal for funding from Program Coordinator Jan Salomon.

STAFF RECOMMENDATION: Council Discretion.

ORDINANCES ON SECOND READING:

12. **Consideration and Approval** of an emergency ordinance on first and second reading amending Section 12-16 of the Town Code to change the allowed hours of construction and to prohibit construction on Saturdays. Enclosed find the proposed ordinance.

AN EMERGENCY ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 12-26, PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council discretion.

POLL VOTE

ORDINANCES ON FIRST READING:

13. **Consideration and Approval** of an ordinance on first reading amending the Town Code Section 19-25 to prohibiting the parking of trailers, boats, recreational vehicles, mobile homes, and stretched out vehicles within the Town unless fully enclosed in a garage or other structure. Enclosed find the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES ENTITLED TRAFFIC; AND SPECIFICALLY AMENDING SECTION 19-25 ENTITLED PARKING OF TRAILERS, MOBILE HOMES, AND STRETCHED OUT VEHICLES, TO INCLUDE BOATS AND RECREATIONAL VEHICLES; AND PROHIBITING TRAILERS, MOBILE HOMES, RECREATIONAL VEHICLES, BOATS, OR STRETCHED OUT VEHICLES FROM BEING PARKED WITHIN THE TOWN WITHOUT BEING FULLY ENCLOSED IN A GARAGE OR OTHER STRUCTURE; AND PROVIDING CERTAIN EXCEPTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council discretion.

POLL VOTE

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

14. **Consideration and Approval** of the Bay Harbor Islands Causeway Entranceway project / Design feature. Enclosed is a photograph of the proposed design. There will be a short video presentation at the meeting.

STAFF RECOMMENDATION: Council Discretion.

15. **Consideration and Approval** of a private TDR transaction of the transfer of three (3) dwelling units from 9900 Townhomes (9900 E. Bay Harbor Drive) to Pearl House (1170 101 Street). Enclosed is a copy of the application, contract, plans, and related documents.

STAFF RECOMMENDATION: Approval.

DISCUSSION ITEMS:

16. **Discussion** requested by Council Member Yaffe to support the 1,000,000 Trees Campaign. Enclosed find an application for the Tree City USA and related back up information.

STAFF RECOMMENDATION: Council Discretion

17. **Discussion** requested by Council Member Marano regarding the possible amendments the Town Charter to require an election for the office of Mayor and establish term limits for the Town Council. Enclosed please find copies of Sections 2.02 and 2.04 of the Town Charter which are relevant to the discussion.

STAFF RECOMMENDATION: Council Discretion.

18. **Discussion** requested by Council Member Reid regarding possible amendments to the Town Code for the regulation of below grade parking garages and vehicle parking lifts. Enclosed please find a staff report from Town Planner Miller.

STAFF RECOMMENDATION: Council Discretion.

19. **Discussion** requested by Town Manager Wasson regarding the possibility of amending the Town Code for consistency requiring submittal of final working plans for approved projects within 12 months and allow a one time extension of 180 days to be granted by the Town Manager.

STAFF RECOMMENDATION: Amend the Town Code.

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 or the next regularly scheduled Council Meeting)*

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

June 8, 2015

ITEM NUMBER: 2.

ITEM: Formal presentation of the Town's Comprehensive Financial Report for the year ended September 30, 2014. The report was issued in mid-April and provided to the members of the Council at that time. Mr. Michael Futterman of Marcum LLP will represent the Town's auditors.

DESCRIPTION:

Formal presentation of the Town's Comprehensive Financial Report for the year ended September 30, 2014. The report was issued in mid-April and provided to the members of the Council at that time. Mr. Michael Futterman of Marcum LLP will represent the Town's auditors.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director
 Alan Short, Finance Director

ATTACHMENTS

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 3.

ITEM: Review of the Citizens Committee's Assignments and appointment / re-appointments of Committee Members for the term 2015-2017. Enclosed find a list of the current Committee Members that seek re-appointment and new residents seeking appointment.

DESCRIPTION:

At the September 8th, 2014 Regular Council, The Town Council adopted Resolution No. 2028 that established a method of appointment for Members of Advisory Committees and setting forth a two (2) year term.

Enclosed is a list of Committee Members that are seeking re-appointment and new residents seeking appointment. All committees have vacant positions and even if all residents were appointed they would still be opportunities for more residents to be appointed.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Resolution - 2028	2014-9-8 2028.pdf
2.	Citizen Committee	Citizen committee.pdf

RESOLUTION NO. 2028

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
ESTABLISHING A METHOD OF APPOINTMENT FOR
MEMBERS OF ADVISORY COMMITTEES CREATED BY
THE TOWN COUNCIL; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the public health, safety, and welfare of the citizens of the Town of Bay Harbor Islands and those coming to the Town; and

WHEREAS, the Town Council wishes to enact standard procedures for the establishment and operation of advisory committees;

NOW THEREFORE, be it resolved that:

Section 1. Establishment of Advisory Committees

The Town Council, by resolution, may establish advisory committees subject to the standards set forth in this resolution. Committees may advise in certain service areas or on specific matters, as outlined in the committee's enabling resolution, and may issue recommendations for the Town Council's consideration. Committees shall be advisory in nature and not have oversight authority which conflicts with the administration of Town affairs.

Section 2. Committee Membership

- (a) Applicants. The Town Clerk shall publish a notice advising the public of vacancies on a committee. The notice shall include a provision soliciting applicants interested in serving on a committee.
- (b) Appointments and Terms. The membership of each committee shall include at least one appointment from each member of the Town Council. All appointments shall be residents of the Town for a minimum of six months; or shall demonstrate ownership/interest for a minimum of six months in a business established in the Town for a minimum of six months. All appointments shall be for a two year term. Additional members may be specified in the enabling resolution establishing the committee. The Town Clerk shall notify the Town Council of all appointments by submission of a committee roster on a bi-annual basis.
- (c) Vacancies. The Town Clerk shall notify the Town Council of all vacancies on a committee. Vacancies resulting from an individual council member's failure to make a requisite appointment, within 60 days after the Town Clerk's notification, may be filled by the Town Council.
- (d) Attendance. Committee members who are absent three (3) or more times during a 12 month period shall be subject to removal by the Town Council.
- (e) Compensation. Committee members shall serve without compensation and shall not be reimbursed for travel, mileage or per diem expenses.

Section 3. Leadership – Chair and Vice Chair

During the organizational meeting of the committee each year, the membership shall elect a committee member to serve as chair. The committee may also elect a vice chair to preside in the absence of the chair.

Section 4. Standard Procedures

- (a) Staff Liaison. The Town Manager shall designate a staff member to serve as a liaison to each committee. The liaison shall attend committee meetings and provide staff support.
- (b) Committee Action Form. The liaison shall prepare and submit to the Town Clerk a completed Committee Action Form after each meeting. The Committee Action Form shall serve as the record of the meeting and shall include the date of any future meetings. The Town Clerk shall submit to the Town Council a copy of the Committee Action Form from each committee meeting at a subsequent regular Town Council meeting.
- (c) Notice of Meetings. The Town Clerk shall be responsible for providing public notice of all committee meeting, in accordance to Resolution No. 1050, adopted 8-13-07.
- (d) Agenda. The staff liaison, in consultation with the chairperson shall prepare an agenda for each committee meeting. The agenda shall be submitted to the Town Clerk for posting as required by Resolution No. 1050 referenced above.
- (e) Meetings. Committees shall meet at least quarterly. In addition, the chairperson shall have the right to call meetings more often. The Town Clerk shall advise the Town Council if a committee has not met at least once a quarter, at which time, the Council shall take a vote on the dissolution of the committee.
- (f) Quorum. The presence of a majority of the committee members shall constitute a quorum. If a quorum is not present, the meeting will not take place and no discussions, presentations or exchange amongst committee members shall occur.
- (g) Rules of Procedures. The Committee may adopt its own order of business and rules of procedure governing its meetings, and take action on matters within its jurisdiction, not inconsistent with the provisions set forth herein, which rules and procedures shall be filed with the Town Clerk. The Committee shall comply with all requirements of Chapter 119 (Public Records) and 286 (Sunshine Law), of the Florida Statutes.
- (h) Expenditures. Any expenditure that the Committee wishes to make will require prior approval of the Town Council.
- (i) Professional Consultants. If a committee requires assistance from a consultant which will incur expenditures to the Town, the committee must request and receive prior approval from the Town Council. A request for this service shall be submitted to the Town Clerk to be placed on the Town Council agenda.
- (j) Committee Reports. The Chairperson or his/her designee shall submit a written report to the Town Clerk, which shall put forth the committee's recommendations to the Town Council. The contents of the report shall be approved by the committee prior to the committee's representative presentation to the Town Council at a publicly held meeting.

Section 5. Sunset Provision

A committee shall remain in existence for two years after the effective date of the enabling resolution, unless a shorter period is specified in the enabling resolution,

at which time the committee shall cease to exist unless the Town Council adopts a new enabling resolution.

Section 6. Applicability

- (a) Boards and Agencies; Special Committees. The foregoing standards shall only apply to advisory committees and shall not apply to board and agencies established by the Town Council, such as the Board of Trustees, Planning and Zoning Board, Charter Review Committee, Local Planning Agency, etc., or other special committees that may be constituted from time to time.
- (b) This resolution shall supersede any resolutions, policies or procedures previously adopted by the Town Council relating to advisory committees.

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.

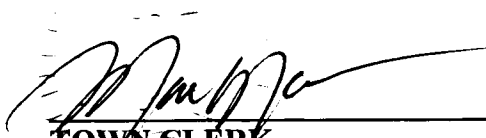
6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 8th day of September 2014.



MAYOR

ATTEST:



TOWN CLERK

APPROVED AS TO FORM:



TOWN ATTORNEY

**DISASTER PREPAREDNESS
REVIEW COMMITTEE
2015 - 2017
APPOINTMENTS**

MEMBERS SEEKING RE-APPOINTMENT:

JAMES ANGLETON

JOHN CORRAL

KAMM TRUMBLE

NEW INTERESTED RESIDENTS:

DAVID MILLS

Alba Chang

From: Marlene Marante
Sent: Wednesday, February 04, 2015 10:30 AM
To: Alba Chang
Subject: FW: disaster committee

Is he still on the committee?

Marlene Marante
Town Clerk/Director of Code Compliance
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel.: 305-866-6241
Fax: 305-866-4863
Email: mmarante@bayharborislands.net
Web: www.bayharborislands.org

From: Jim Angleton [<mailto:jim@aegisfinserv.com>]
Sent: Tuesday, February 03, 2015 4:18 PM
To: Marlene Marante
Subject: disaster committee

Hi,
Am I still on this Board? If not, I want to remain. I dropped off the signed compliance form and hope you received.

All the best,
Jim



JAMES ANGLETON
Jim@AEGISFinServ.com
305-710-2000

Skype communications: ["AEGIScalling"](https://www.aegisfinserv.com)
www.AegisFinServ.com
Follow us on Twitter: AegisFS
Tumblr Blog: AegisFS

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Alba Chang

From: John Corral <jcmpc@bellsouth.net>
Sent: Tuesday, June 02, 2015 6:58 PM
To: Alba Chang
Subject: Re: Committee Appointments 2015 - 2017

When was the last time the committee met? I remember speaking to Ken about this several years ago but I have not seen any communication from the town regarding any meeting.

I guess the answer is yes and could you provide me with some minutes from the last meeting? I do travel and may have missed it.

Thanks
John

From: Alba Chang <achang@bayharborislands.net>
Date: Tuesday, June 2, 2015 at 11:19 AM
To: John Corral <jcmpc@bellsouth.net>
Subject: FW: Committee Appointments 2015 - 2017

Mr. Corral,

If you wish to continue to serve on the Disaster Preparedness Committee, please reply to this e-mail as soon as possible and confirm.

Thank you.

*Alba L. Chang,
Deputy Town Clerk*

*Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel. 305-866-6241
Fax 305-866-4863
Email: achang@bayharborislands.net
Web: www.bayharborislands.org*

From: Alba Chang
Sent: Tuesday, May 19, 2015 6:38 PM
To: 'jcmpc@bellsouth.net'; chriseson@yahoo.com; 'jay@theweissconsultinggroup.com'; 'jmamber@iconresidential.com'; 'vmartino@atlanticbb.net'; 'luliseas@gmail.com'; 'sycamore50@gmail.com'; 'momsarec@aol.com'; 'newsweetrobert@bellsouth.net'
Cc: Marlene Marante
Subject: Committee Appointments 2015 - 2017
Importance: High

Good Evening Committee Members:

2015 - 2017

**NEW INTERESTED
RESIDENTS
INFORMATION**

Marlene Marante

From: David Mills <david@sosfoodlab.com>
Sent: Thursday, April 09, 2015 2:45 PM
To: Marlene Marante
Subject: Disaster Preparedness Committee
Attachments: SOS Food Labs.vcf

Hello Marlene,

I like to introduce myself David Mills. My family and I have lived in Bay Harbor Islands going on 6 years. The other day I noticed in the town bulletin that the Disaster Preparedness Committee was looking for additional people. I would be interested in working with the committee in the future. I've worked in the disaster preparedness field for 25 plus years primarily with government agencies such as FEMA, USAID, Military Branches, Foreign Governments and NGO's.

Please let me know what you would require from me to work with the committee.
Best regards,

David Mills
National Sales Manager
SOS Food Lab, Inc.
9399 NW 13th St
Miami, FL. 33172
Toll Free: 877-670-6057
Phone: 305-594-9933 x 102
Fax: 305-594-7667
Cell: 786-393-7675
www.sosfoodlab.com

**ENVIRONMENTAL IMPACT
COMMITTEE
2015 - 2017
APPOINTMENTS**

MEMBERS SEEKING RE-APPOINTMENT:

JACQUELINE MAMBER

VINCENT MARTINO

NEW INTERESTED RESIDENTS:

JOEL FERNANDEZ

LILIANA HELO

Alba Chang

From: Jackie Mamber <jacqueline.mamber@stonegatemtg.com>
Sent: Wednesday, May 20, 2015 1:38 PM
To: Alba Chang
Subject: RE: Committee Appointments 2015 - 2017

I will continue to serve on the committee.

Jackie Mamber

Account Executive



Cell: 305.333.0130
jackie.mamber@stonegatemtg.com

For questions on loans in process, please contact:

Rob Gordon

Client Relationship Specialist

rgordon@stonegatemtg.com

Office: 727.824.8608

Fax: 727.897.5727

14255 49th St N

Clearwater, FL 33762

QM Questions:	Broker – smc@smchelp.com Correspondent – CFI@smchelp.com
Client Support:	smc@smchelp.com 855-762-4639
Underwriting Scenario's:	uwscenarios@stonegatemtg.com
Closing Questions:	closing@stonegatemtg.com
Correspondent Conditions:	TPOSouthEasternCorrTeam@stonegatemtg.com
Mandatory Loans	mandyconditionreview@stonegatemtg.com
Disclosures:	disclosures@stonegatemtg.com
Lock DeskSupport:	lockdesk@stonegatemtg.com 317-663-5159
FHA Case #'s	FHACASENUMBERORDER@STONEGATEMTG.COM – (If Olie rejects)
Servicing	800-686-2404

To view recorded training sessions and get the materials necessary for FHA 203k HIP Certification please go to:

<https://stonegatemortgage.sharefile.com/d/s15ddebade64b3c9>

To view recorded training sessions and get the materials necessary for Fannie Mae HomeStyle® HIP Certification please go to:

<https://stonegatemortgage.sharefile.com/d/s0808083cff741c18>

Alba Chang

From: vmartino@atlanticbb.net
Sent: Tuesday, May 19, 2015 9:15 PM
To: Alba Chang
Subject: Fwd: Re: Committee Appointments 2015 - 2017
Attachments: Re: Committee Appointments 2015 - 2017

Hello Alba,

Yes, I would like to continue on the EIC.

Thank you.

Vincent Martino

305-333-9218

2015 - 2017

**NEW INTERESTED
RESIDENTS
INFORMATION**

Marlene Marante

From: Joel Fernandez <joelfernandez22@gmail.com>
Sent: Wednesday, May 20, 2015 12:37 AM
To: Marlene Marante
Subject: Re: Volunteer - Environmental Impact BHI
Attachments: Joel Fernandez Resume BHI 052015.docx; ATT00001.txt

Hi Marlene,

Please see my resume attached,

Thank you

Joel Fernandez

> On May 18, 2015, at 9:00 AM, Marlene Marante <mmarante@bayharborislands.net> wrote:

>
> Yes, thank you. Please send your resume or a letter stating your qualifications.

>
> Marlene Marante
> Town Clerk/Director of Code Compliance
> Town of Bay Harbor Islands
> 9665 Bay Harbor Terrace
> Bay Harbor Islands, FL 33154
> Tel.: 305-866-6241
> Fax: 305-866-4863
> Email: mmarante@bayharborislands.net
> Web: www.bayharborislands.org

> -----Original Message-----

> From: Joel Fernandez [mailto:joelfernandez22@gmail.com]
> Sent: Saturday, May 16, 2015 8:35 PM
> To: Marlene Marante
> Subject: Volunteer - Environmental Impact BHI

>
> Hi Dear,

>
> I realized about this volunteer opportunity today, I am a MBA Student resident of BHI and I have some time available to volunteer over the environmental impact of our Islands, please let me know if you are still looking for somebody to serve,

>
> Thank you,

>
> Joel Fernandez

JOEL YGNACIO FERNANDEZ

10200 East Bay Harbor Drive. Apt. #11D. Bay Harbor Islands, FL 33154
Phone: (215) 305-7225 • Email: joelfernandez22@gmail.com • Web: <http://about.me/joelfernandez>

INTERNATIONAL BUSINESS EXECUTIVE

A Senior International Trade Executive with over 14 years of productive managerial experience for international development programs to expand companies through the global commerce and financial strategies to support the decision-making process determining the business forecast and trend accurately. Bachelor Degree in International Trade, Certified International Trade Professional CITP/FIBP®, MBA apprentice, University Level Technician in Customs Administration, Foreign Trade Diploma, fluent in English, Spanish, French and basic Portuguese languages with a proven track record in the following areas:

- International Trade Mgmt.
- International Trade Research
- International Marketing
- Global Business Development
- Global Supply Chain Mgmt.
- Customs & Int'l Trade Law
- Int'l Market Entry Strategy
- Technology e-Commerce
- International Trade Finance

PROFESSIONAL EXPERIENCE

Co-founder and Entrepreneur INTRADESERVICE, LLC.

Miami, FL. USA
03/2013 – Present

Established and Managed an International Trade Agency by providing solutions in global business transactions. Generated new local customers and overseas. Supervised the implementation of strategic plans. Directed new international markets setting up new branch offices in Cordoba, Spain and Milan, Italy. Hired, trained and supervised employees, contracted commercial agents and outsourcing services. Assisted as a mandatory U.S. Agent for the Food and Drugs Administration (FDA). Controlled all financial operations, including accounting, general ledger (GL), reporting, budgeting, profit and loss (P&L), and collections. Planned strong marketing strategies. Incorporated a new organizational structure. Strengthened the initial business plan and produced outstanding results. Oversaw new proposal and contracts as well as return-on-investment (ROI). Evaluated joint venture (JV) agreements to develop a strategic alliance for geographically projects and branding. Represented at the Summer Fancy Food Show 2013 and 2014 in New York City, NY; Florida Restaurant Lodging Show 2013 in Orlando, FL; the 17th and 18th Americas Food & Beverage Show in Miami Beach, FL; and at the Winter Fancy Food Show 2014 in San Francisco, CA.

Selected Accomplishment:

- Increased gross revenues and improved the cash collection from foundation
- Expanded the agency to improve the international commercial support
- Provided fiscal and operational leadership reducing indebtedness and improve operating results

Financial Analyst

CONGRESO DE LATINOS UNIDOS, INC.

Philadelphia, PA. USA
09/2007 – 03/2013

Analyzed all financial data to extract and define relevant information and forecasted financial probabilities through result analysis effectively to determine earnings, liquidity and overall financial strength. Oversaw financial reports, budget management, electronic payments transactions, cash flow, bank reconciliations, international transactions and financial statements over the Microsoft Dynamics Great Plains System (GP). Audited financial documentation ensuring compliance of the International Financial Reporting Standards (IFRS) and the Generally Accepted Accounting Principles (GAAP). Managed portfolio investments and planned financial analysis avoiding foreign exchange risk. Participated in the development of the Annual Financial Plan as well as over the accounting close period in the middle of the year. Identified fraud and counterfeit checks in ACH direct debit transactions. Generated invoicing and submitted financial requirements to clients, funders and government. Assisted at national webinars and seminars for updates.

Selected Accomplishment:

- Reconciled \$37-million per fiscal year into several bank accounts
- Identified counterfeit checks and frauds related to \$50,000 in ACH direct debit transactions
- Recommended a portfolio of investment for \$12-million

JOEL YGNACIO FERNANDEZ

10200 East Bay Harbor Drive, Apt. #11D, Bay Harbor Islands, FL 33154

Phone: (215) 305-7225 • Email: joelfernandez22@gmail.com • Web: <http://about.me/joelfernandez>

International Trade Senior Consultant

Panama, Republic of Panama

INTRADESERVICE, LLC.

03/2007 - 09/2007

Designed a marketing plan to internationalize this company in Panama while developed a reciprocal logistics chain to standardize the global commerce between Venezuela and Panama. Represented at local scene business-related to structure feasible investments, joint ventures and networking as well as presided at international trade shows and exhibitions. Coordinated marketing activities and sales to acquire new clients. Counseled about implications of considering the product adaptability and its presentation for clients. Recommended pricing strategies to take difference from competitors allocating an initial price at the target marketplace to guarantee a return-on-investment (ROI) and avoiding commercial dumping.

Selected Accomplishment:

- Developed a line of bulk cargo transportation with a Panamanian-flagged vessel company to expedite the VIP clients' cargo distributions between Venezuela and Panama
- Established an operation office in Panama to improve the operations management
- Created a successful commercial logistics that support both economies throughout different industries

Export Consultant

Caracas, D.C. Venezuela

CONINDUSTRIA (Venezuelan Confederation of Industries)

03/2005 - 3/2007

Managed an export development program that assisted a Small Business Enterprise (SME) with enlarge internationally sponsored by the Latin American Development Bank (CAF), the World Bank and the Mercantil Commercebank. Analyzed the Strengths, Weaknesses, Opportunities and Threats (SWOT) and informal Benchmarking to drive improvements and determine the international scope of the company. Identified the best prospect products for success. Designed and implemented an International Trade research into target markets. Recommended appropriate research methodologies and lengths for geographic segmentation with trade statistics of the Trade Map from the International Trade Center (ITC). Designed export plans and identified foreign markets in the metal-mechanic field. Represented at the international trade show Venezuela and Uruguay, the XXIV and XXV international trade show Expocomer in Panama, and the round table of Venezuela and Netherlands Antilles.

Selected Accomplishment:

- Conducted an international market research in which resulted the establishment of direct exports to Panama, Trinidad & Tobago, Peru, Uruguay and Colombia increasing the international sales
- Recommended cargo insurance companies specialized in the global commerce
- Presented projects to improve the production, inventory and distribution with new technologies to position this company at the vanguard of globalization

Documentation Analyst

Puerto Cabello, Venezuela

MAERSK LINE, S.A.

06/2004 - 12/2004

Performed an import and export documentation process for a Fortune 500, the largest container shipping company in the world for internal supervision, collection and control of local Customs requirements through the Maersk Electronic Document Management System (EDMS) INTTRA and GT NEXUS arranging invoice to customers and also arrange check to pick up D/O process billing and release delivery order to customer. Controlled national Customs regulation, standards and procedures trend. Managed issues related to services delivered and enquiries to customers proactively. Produce and control all required documents accurately and timely. Self-checked on accuracy of internal and external documents. Performed filling, and recorded transactions of import and export documents. Inspected and examined shipping documents, bill of lading (B/L), air waybill (AWB), foreign trade zone (FTZ) forms, certificate of origin (COO), reporting any errors to supervisors. Ensure on-time and in-full cargo pickup by customer's and freight forwarders. Interfaced with Customer Service, subcontractors, freight forwarders and delivery personnel.

Selected Accomplishment:

- Recommended applying alternative commercial legislation that favored challenging situations
- Analyzed the profitability of the regular line services offered to VIP clients on 2004 (Graduate thesis)
- Coordinated thousands of intermodal freight containers worldwide through Venezuelan Customs

JOEL YGNACIO FERNANDEZ

10200 East Bay Harbor Drive. Apt. #11D. Bay Harbor Islands, FL 33154

Phone: (215) 305-7225 • Email: joelfernandez22@gmail.com • Web: <http://about.me/joelfernandez>

Export Representative

DISTRIBUIDORA QUIMISOL, C.A.

Valencia, Venezuela

07/2003 - 04/2004

Established international customers through a Commercial Diplomacy strategy to commercialize petrochemical products at a diplomat level to promote restricted products, handle customers, and comply with governments' foreign policy simultaneously preventing non-tariff barriers, environmental regulations, political issues, and scrutinizing international agreements. Performed a comprehensive assessment of international entry options. Represented negotiations with an executive trade promotion committee at Venezuelan Consulates facilities abroad organized by the Industrial Chamber of Commerce. Coordinated an international marketing project to export chemical products to Canada and others countries. Recommended the appropriate Incoterms 2000 to strength the International Trade Plan. Identified potential international trade partners. Represented at the Caribbean Commerce International Trade Show in Venezuela in 2004.

Selected Accomplishment:

- Increased international sales by 60% in 2004
- Improved a logistics chain to achieve foreign markets for hazardous substances
- Established a commercial strategic alliance with Panamerican Chemical Marketing company in Texas

Export Associate

PANALPINA, S.A.

Puerto Cabello, Venezuela

09/2001 - 12/2002

Prepared and submitted export documentation for a Fortune 500 company in a global integrated manner applying a Just-in-time (JIT) delivery strategy with the average time and lead time, through e-procurement systems PERLA, RISC 6000, and SIDUNEA to transfer customs declaration forms (EEI/SED), documents also include export packing lists (PL) for pre-shipment inspection (PSI), commercial invoices (CI) or pro-forma invoices, bill of lading (BL), shipper's letter of instruction (SLI), certificate of origin (COO), export licenses, certificate of sanitary, phytosanitary and hazardous products as well as export incentives documents such as drawback, bonded warehouse documents and temporary exports presented at the Local Customs Authority for clearance, and certificate it thru the National Security Guard to control and shipment.

Selected Accomplishment:

- Evaluated failures over the SIDUNEA system recommending technical revision
- Identified miscalculation over Customs Valuation and Harmonized Tariff System (HTS) Classification
- Educated staff about new trends of the International Organization for Standardization (ISO) 9001

EDUCATION

Master in Business Administration MBA - Major in International Business

HUMBOLDT INTERNATIONAL UNIVERSITY

10/2014 – 12/2015

Miami, FL. USA

Certified International Trade Professional CITP/FIBP®

FORUM FOR INTERNATIONAL TRADE TRAINING

11/2013 – 12/2013

Ottawa, ON. Canada

International Business Communication Program

UNIVERSITY OF PENNSYLVANIA

09/2008 – 12/2008

Philadelphia, PA. USA

Bachelor Degree in International Trade

UNIVERSIDAD ALEJANDRO DE HUMBOLDT

10/2002 - 04/2006

Caracas, D.C. Venezuela

University Level Technician in Customs Administration

COLEGIO UNIVERSITARIO DE ADMINISTRACION Y MERCADEO

01/1999 - 08/2002

Valencia, Venezuela

Foreign Trade Diploma

UNIVERSIDAD DE CARABOBO

10/1998 - 07/1999

Valencia, Venezuela

ORGANIZATIONS

NASBITE International, MBA Student Member

2015 - Present

The Federation of International Trade Associations, FITA Member

2013 - Present

Spain – US Chamber of Commerce, E-Member/FDA Active

2013 - 2014

Forum for International Trade Training, Certified Member

2013 - 2014

Citizen Diplomacy International of Philadelphia, Compass Member/Citizen Diplomat

2012 - 2013

Alba Chang

From: Marlene Marante
Sent: Thursday, May 14, 2015 4:30 PM
To: tenjokira@yahoo.com
Cc: Alba Chang
Subject: RE: BHI resident Liliana Helo volunteers for town committees

Thank you so much for your interest. The Town Council should be considering the applications in June. I will be in contact with you shortly after the meeting to let you know if you were appointed.

Again, thanks so much for volunteering.

Marlene Marante
Town Clerk

From: tenjokira@yahoo.com [tenjokira@yahoo.com]
Sent: Thursday, May 14, 2015 9:30 AM
To: Marlene Marante
Subject: BHI resident Liliana Helo volunteers for town committees

Dear Ms. Marante,

I hope all is well for you. As per our conversation few weeks ago, once again I want to express my interest in applying as a volunteer for the committee of Environmental Impact. By your recommendation I am sending as an attachment my resume.

LILIANA HELO

9300 Bay Harbor Terrace, Apt.6A - Bay Harbor Islands, FL 33154 - H: (305)868-9511 - LilianaHelo@yahoo.com
www.linkedin.com/in/lilianahelo

CAREER PROFILE

- Multilingual, self-motivated, hands on professional with extensive and diverse background in management/administrative, sales, customer service, human resources and financial services within the service industry.
- Ability to undertake leadership roles with proven strengths in communication, team building, interpersonal skills, problem solving skills and pro-active customer relationships.
- A high achiever continuously enhancing professional growth through academic endeavors.
- Explored the field of environmental studies in order to develop expertise in environmental issues related to the Hospitality industry through environmental management, and sustainability practices (i.e. energy efficiency, waste management).

RELEVANT EDUCATION

Florida International University, Chaplin School of Hospitality & Tourism Management, Miami, FL.

Master of Science in Hospitality Management, 2008, GPA 4.0

Completed Courses in Wine and Beverage Management, 2010

Florida International University, School of Environment, Arts & Society, Miami, FL.

Master of Science in Environmental Studies, 2013, GPA 3.86

Johnson & Wales University, North Miami, FL.

Bachelor of Science in Culinary Arts, Deans List, 2005, GPA 3.99

University of Los Andes, Bogotá, Colombia

Master of Science in Business Administration (MBA)

Pontificia Javeriana University, Bogotá, Colombia

Bachelor of Science in Economics

SKILLS

Computer: Proficient in Microsoft Office Suite, Internet Research, STATA12

Languages: Bilingual in English and Spanish and basic French

RELEVANT PROFESSIONAL EXPERIENCE

The Design Group (TDG Miami), North Miami Beach, FL.

08/08 - 01/09

Accounts Executive

- Increased sales and production by developing a tri-county area hotel data base and introducing TDG services as décor, and event production vendor to hotels and catering companies
- Compiled financial, and accounting reports and tables pertaining to all financial statements
- Analyzed internal processes and recommend procedural or policy changes to improve operations
- Assisted with The South Beach Wine & Food Festival event production logistics

DoubleTree Surfcomber Hotel (now Surfcomber Hotel), Miami Beach, FL.

06/06 - 01/07

Guest Service Agent

- Greeted, registered and assigned rooms to an average of 20 guests per day (186 rooms)
- Processed guest reservations, payments, and departures
- Addressed guest inquiries and requests, and planned for the subsequent services by coordinating with other departments to ensure quality service
- Anticipated guest needs and provided information and arrangements regarding entertainment and other activities
- Promoted services of the hotel with the intent of complete satisfaction of the guest and ensure business growth

LILIANA HELO

9300 Bay Harbor Terrace, Apt.6A - Bay Harbor Islands, FL 33154 – H: (305)868-9511 – LilianaHelo@yahoo.com

The Ritz Carlton - Beach Resort, Five Star/Five Diamonds, Naples, FL.

03/05 - 12/05

Cook II - Garde Manger

- Anticipated and met guests' needs to attain the highest levels of quality in all areas of the hotel
- Planned, and provided quality service in all areas of food production, specifically for The Ritz Carlton Club Level menu
- Improved food taste and presentation, and menus for The Ritz Carlton Club Level
- Maintained organization, cleanliness and sanitation of work areas and equipment

Fontainebleau Hilton - Hotel & Resort (now Fontainebleau Hotel), Miami Beach, FL.

11/04 - 02/05

Externship – coop

- Prepared, set-up and provided quality service in all areas of food production for breakfast, lunch and dinner menu items and specials in the designated outlets in accordance with standards and plating guide specifications
- Maintained organization, cleanliness and sanitation of work areas and equipment

COLMENA-Savings and Loans Corporation (now Colmena BCSC), Bogotá, Colombia

General Manager - World Trade Center Agency

- Managed, and evaluated all administrative, commercial, financial and operative tasks to support team members and clients
- Created sales strategies to develop and expand existing customer base
- Designed, implemented and monitored the results of the commercial tactics and strategies regarding products and services of 5 of the companies of the economical group
- Directed and instructed the working team towards the accomplishment of individual and group goals
- Established personnel requirements, and interviewed, selected and trained new applicants
- Evaluated personnel job performance and recommended appropriate personnel action

THESIS

Assessing Household Preferences and Willingness to Pay for Environmentally Sustainable Attributes of Food and Beverage Products such as Organic Foods and Wines: An Exploratory Study in Southeastern Florida. For publication. December, 2013

HONORS, AWARDS, and SCHOLARSHIPS

- | | |
|---|-------------------|
| • The Golden Key International Honor Society – Membership | 01/2008 - present |
| • Eta Sigma Delta-International Hospitality and Tourism Honor Society | 01/2007 - present |
| • The Silver Key Honor Society – Membership, | 05/2002 - present |
| • Barilla Best New Student Chef Award | 2006 |
| • Apprenti Cuisinier Award in Classical Cookery, | 2003 |
| • Marriott International Hospitality, Scholarship | 2008 |
| • DiLeonardo International Scholarship | 2003; 2004 |
| • Angelis-Hero Foundation, Inc., Scholarship | 2003 |
| • JWU-University Merit Scholarship | 2002 |

VOLUNTEER WORK

- | | |
|--|---------------|
| • South Beach Wine & Food Festival, Volunteer | 2006 - 2010 |
| • Boca Raton Historical Society/Vintner Dinners, Volunteer | 2004 |
| • Miami City Club - Miami Downtown, Volunteer | 06/04 - 08/04 |
| • United States Sommelier Association-Member & Volunteer | 2004 |

**PARKS & RECREATION COMMITTEE
2015 - 2017
APPOINTMENTS**

MEMBERS SEEKING RE-APPOINTMENT:

LUCIANA ARESTEGUI

NEW INTERESTED RESIDENTS:

AILEEN STRATFORD MCDERMOTT

ELIZABETH TRICOCHE

Alba Chang

From: Luli Arestegui <luliseas@gmail.com>
Sent: Tuesday, May 19, 2015 7:18 PM
To: Alba Chang
Subject: Re: Committee Appointments 2015 - 2017

Hi Alba, yes I will.

Blessings,
Luli Arestegui
Lifeguard/Water Safety Instructor/First Responder/
Bike Rodeo Instructor
(786)973-3572

On May 19, 2015 6:39 PM, "Alba Chang" <achang@bayharborislands.net> wrote:

Good Evening Committee Members:

Your one year term as a Committee Member will be expiring this June. We will need to hear from you if you wish to continue to serve and seek re-appointment to your committee.

At the June 12th, 2014 Regular Council Meeting the Council voted to increase the term of the Committee Member to two (2) years.

Please reply to this e-mail as soon as possible and confirm that you still wish to serve on your respective committee.

Thank you.

Alba L. Chang,

Deputy Town Clerk

Town Of Bay Harbor Islands

9665 Bay Harbor Terrace

2015 - 2017

**NEW INTERESTED
RESIDENTS
INFORMATION**

Town of Bay Harbor Islands:

My name is Aileen Stratford McDermott and I have a serious interest to become more involved with the community I reside in. My husband and I have been residents of Bay Harbor Islands since 2009, ultimately making it our permanent home in 2010 when we purchased a condo at Island Pointe Condominiums. It was the best decision we have ever made (other than getting married of course ☺) and I have grown to love our Islands even more.

There are numerous reasons why I love our Islands. It's prime location to the sea, the friendly residents, the local businesses, the Ruth K. Broad school, the number of green spaces, the pet friendliness it exudes, the safety, and much much more! Our Islands have much to offer and I am excited for all the projects and developments that are to come, as long as our Islands continue to be a lovely place to live.

I am 28 years old and coming of age, which means I want to get more involved with the things that are important to me. One of these things is the place I live. I would like to join a Committee within the Town of Bay Harbor Islands. The committee I am most eager to join is the **Parks and Recreation Committee**. My husband and I have a Norfolk Terrier named Snickers who loves to roam all the areas he is allowed. I am a big advocate of our parks and can't wait for the reopening of the 98th Street multi-use park (if it hasn't yet opened when you read this letter). I have always been a lover of nature and green spaces and enjoy when I see kids playing outside. This is something that I think is important for the next generation as technology becomes more prevalent in our lives.

As a result, I am asking your consideration for joining the Parks and Recreation Committee. You can reach me via phone @ (954) 260-7029 or via email @ aileenstratford@gmail.com. Please let me know if you need any references or have any questions. Thank you very much!

All the Best,

Aileen Stratford McDermott

AILEEN STRATFORD McDERMOTT

10350 West Bay Harbor Dr. #PH-C
Bay Harbor Islands, FL 33154
(954) 260-7029
aileenstratford@gmail.com

OBJECTIVE

Join a committee in the Town of Bay Harbor Islands to increase my awareness of the community I live in and to help keep our Islands beautiful.

EDUCATION

ROLLINS COLLEGE

Bachelor of Arts in International Business

GPA: 3.33 Cumulative

3.44 Major

Activities/Clubs/Organizations: *Kappa Kappa Gamma, Mandarin Chinese Tutor, Reading is Fundamental Philanthropy*

Winter Park, Florida

Graduated May 2009

SINGAPORE AMERICAN SCHOOL

High School Diploma

Activities/Clubs/Organizations: *Varsity Cross Country, Head coach of an elementary school cheerleading squad,*

International Business Club

Singapore, Singapore

Graduated May 2005

WORK EXPERIENCE

KELLER WILLIAMS EAGLE REALTY

Real Estate Associate

Bay Harbor, Florida

December 2012-Present

- Created a website and established social media outlets to increase the audience for my business
- Closed over \$6 million in sales my two years in the profession
- Property manager for 30 units including leasing, coordinating necessary repairs and maintenance, bookkeeping, and managing tenant expectations

SCOTCH AND SODA

Fashion Host/Stylist

Miami, Florida

March 2012-December 2012

- Establish strong customer base of seasoned clients by providing superior customer service, keeping in contact, and staying knowledgeable of changes with the merchandise, brand, and industry
- Merchandise stores and mannequins to pique customer's interest in order to generate higher sales
- Knowledgeable of QuickBooks and the procedure of opening and closing store and cash drawer

THE REYNOLDS & REYNOLDS COMPANY

Solutions Specialist and Consultant

Ft. Lauderdale, Florida

Sep 2009-Dec 2011

- Recipient of Rookie of the Year award in 2011
- Ranked #2 within division for territory growth in 2011 sales year (33% growth achieved)
- Provided document inventory management and compliance consultation to automotive dealerships in the South Florida market
- Developed marketing and customer retention programs to help dealers reach their business goals and hit sales projections every quarter
- Drafted analyses for dealers comparing expenses and offer solutions to lower cost of doing business

THE WORLD BANK

Communications Intern

Singapore, Singapore

Jun 2008-Aug 2008

- Maintained and updated World Bank's Singapore regional website
- Attended meetings, panel discussions, and speakers relevant to World Bank and reported discussions on the region's website
- Assisted in construction of and staffed World Bank's informational booth at the World Cities Summit

LICENSES AND CERTIFICATIONS

- Licensed real estate agent in the state of Florida

- Proficient in Microsoft Word, Excel, PowerPoint and Intuit QuickBooks

Marlene Marante

From: Elizabeth Tricoche <elizabethtricoche@gmail.com>
Sent: Wednesday, May 20, 2015 5:23 PM
To: Marlene Marante
Subject: Parks and Rec Committee

Good Afternoon, Marlene!

I would like to join the parks and rec committee. Please advise me as to what is needed to proceed.

Sincerely,

Elizabeth

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a Resolution requested by Vice Mayor Bruder supporting Bay Harbor Continental, Inc. in its appeal of the April 15th decision of the Miami Dade County Historic Preservation Board to designate the property as a historic site. Enclosed is the proposed resolution.

DESCRIPTION:

The Bay Harbor Islands Continental located at 1135 103 St. was designated historic by the Miami Dade County Historic Preservation Board over the objections of a majority the residents who live there. The property was under contract for over 12 months with a scheduled closing to be in April this year. The Miami Dade County Historic Preservation Board moved to designate the building over residents objections and significant demonstrated financial hardship.

The MDC HPB Staff had worked on and recommended a compromise Certificate Of Appropriateness for the property to allow for development and the saving of and inclusion of many of the MiMo features of the existing building, however the HPB declined to take the Staff recommendation and rejected the compromise. The matter is being appealed to the Miami Dade County Commission.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

This item has and will have a tremendous financial impact to land value and future taxable value to the Town. There would be significant building department permit fees, and impact fees lost. Currently the taxes collected from that property are \$11,000 on \$3.8 million assessed property value. It is expected the new development would generate a considerable amount of increase in taxes, since it is estimated that the assessed property value would increase to approximately \$100 to \$300 million.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager
Stephanie Bruder, Council Member

ATTACHMENTS

1.	proposed resolution	2015.06.01 BH Continental Resolution.docx
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RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, SUPPORTING BAY HARBOR CONTINENTAL, INC. IN ITS APPEAL OF THE APRIL 15, 2015 DECISION OF THE MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD TO DESIGNATE THE PROPERTY AS A HISTORIC SITE.

WHEREAS, Bay Harbor Continental, Inc., a Delaware corporation, is the owner in fee simple of the property located at 1135 103rd Street, Bay Harbor Islands, Florida (the "Property"), which is currently improved with a 35-unit multifamily residential building constructed in 1958 (commonly referred to as the "Bay Harbor Continental"); and

WHEREAS, on April 15, 2015, the Miami-Dade County Historic Preservation Board ("HPB"), approved Resolution No. 2015-06, designating the Property as a historic site; and

WHEREAS, the building and the Property are owned and have continuously been owned since 1958 singularly by Bay Harbor Continental, Inc. as a cooperative formed under Chapter 719, Florida Statutes, whereby residents are individual shareholders in the corporation and have a leasehold interest in their units; and

WHEREAS, Bay Harbor Continental, Inc. formally opposed the HPB's designation of the Property; and

WHEREAS, a clear majority of the individual shareholders of Bay Harbor Continental, Inc. submitted written objection to the HPB's designation of the Property; and

WHEREAS, despite these objections and evidence of significant economic hardship on Bay Harbor Continental, Inc. and particularly many of its elderly residents if the building were to be designated, the HPB designated the Property against the will of the owner of the Property and a clear majority of its resident shareholders; and

WHEREAS, Bay Harbor Continental, Inc. filed an appeal dated May 5, 2015, requesting relief from the Miami-Dade County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that:

1. The Town Council of the Town of Bay Harbor Islands hereby supports Bay Harbor Continental, Inc. in its appeal of Resolution No. 2015-06; and
2. The Town Council requests that the Board of County Commissioners grant the appeal and overturn the April 15, 2015 decision of the HPB to designate the building as a historic site.

PASSED AND ADOPTED this _____ day of June, 2015.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a resolution adopting the Miami-Dade County Local Mitigation Strategy, in accordance with the National Flood Insurance Program's Community Rating System requirements. Enclosed find the proposed resolution and the system's requirements.

DESCRIPTION:

This item is a requirement of the National Flood Insurance Program's Community Rating System, in which the Town participates.

The Local Mitigation Strategy is a working group made up of representatives from Miami-Dade municipalities, county departments, state and federal agencies, schools, colleges and universities, hospitals, and private for profit and not-for-profit organizations. The Local Mitigation Strategy Working Group has created the Local Mitigation Strategy (LMS), which is updated semi-annually on June 30th and December 31st.

A FEMA approved LMS document enables members of the working group to access available funding for mitigation such as, but not limited to, the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, Flood Mitigation Assistance, Severe Repetitive Loss, and Repetitive Flood Claims.

The Town has been a member of the LMS working group for over 13 years.

Only the resolution and outline of the plan has been included. The entire plan is extensive and is available at the town clerk's office should you wish to review the entire document.

RECOMMENDED ACTION:

Staff Recommends Approval of this resolution.

FINANCIAL ANALYSIS:

There is no known fiscal impact by adopting this resolution.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	LMS Resolution	Resolution adopting the Miami Dade LMS.pdf
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2.	LMS Strategy Plan	Part 1 Strategy LMS Master May 1 2015.pdf
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RESOLUTION No.

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING THE CURRENT MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY, AS AMENDED, IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Bay Harbor Islands (the "Town") is a participant in the Federal Emergency Management Agency ("FEMA"), National Flood Insurance Program's ("NFIP") Community Rating System ("CRS"); and

WHEREAS, FEMA provides flood insurance discounts to communities that participate in the CRS based on their floodplain management activities; and

WHEREAS, CRS Activity 512 requires the Town adopt a Floodplain Management Plan consistent with FEMA NFIP requirements; and

WHEREAS, Miami-Dade County (the "County"), with input from all participating municipalities in the County, has prepared a Multi-Hazard Local Mitigation Strategy ("LMS"), as amended, that will act as the Town's Floodplain Management Plan; and

WHEREAS, the current County LMS, as amended, is attached hereto as Exhibit "A" and incorporated herein and made a part hereof by this reference; and

WHEREAS, adoption of the LMS by way of this Resolution was properly advertised and a public hearing held; and

WHEREAS, Town Staff has recommended the Town Council adopt the current County LMS, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The current Miami-Dade County Local Mitigation Strategy, as amended, attached hereto as Exhibit "A", is hereby adopted.

Section 3. Implementation. The Town Manager or his/her designee is hereby authorized to take such action as may be necessary to implement the provisions of this

resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED this 8th day of June, 2015.

MAYOR

ATTEST:

TOWN CLERK

Local Mitigation Strategy



Whole Community Hazard Mitigation Part I: The Strategy



April 2015

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INTRODUCTION

The Local Mitigation Strategy (LMS) is a whole community initiative designed to reduce or eliminate the long-term risk to human life and property from hazards. The LMS plan is a multi-volume plan that documents the planning process and addresses mitigation measures in relation to the hazard risk and vulnerability assessment of Miami-Dade County. This is a living document that is updated to integrate and reflect current and projected issues as identified and track mitigation measures and actions that have occurred, are occurring, are planned for or are desired. This plan is a compendium of efforts of the whole community, integrating governmental and non-governmental agencies such as non-profit, private sector, educational and faith-based organizations as well as communities, families and individuals. A study conducted by the Multi-hazard Mitigation Council shows that there is a four dollar savings for every dollar invested into mitigation measures.

This version of the plan is the five year update with inclusion of new initiatives including the integration of climate change, sea level rise and additional measures to address flooding and the Community Rating System. This plan was open for public review and comments received were integrated and then the plan was submitted to the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) for review and approval. Once this plan is approved at the federal level it will be submitted to the Miami-Dade Board of County Commissioners (BCC) for adoption. A review of the changes that have been made to the LMS since its last adoption in 2010 is provided in *Part 1* under Section “LMS Revisions Since Last Adoption” and *Part 4: Appendix A*.

Purpose

The purpose of the LMS is to develop a comprehensive approach to effectively reduce the impact of current and future hazards and risk faced by local communities within Miami-Dade County.¹

The LMS accomplishes this through the following measures:

- A planning process that encourages whole community participation and input
- Review and incorporation of community plans, local, state and federal regulations and guidance, studies, reports and technical information
- Overview of past and present occurrences and projected future hazard events
- Linkage of mitigation measures and actions to the Threat and Hazard Identification and Risk Assessment (THIRA)
- Identification of measures and actions as LMS Projects that have been accomplished, are planned for implementation or identified as potential or future initiatives
- Identification of potential or actual funding sources

¹ EMAP 4.4.1

- Integration of GIS to provide maps to illustrate hazard and risk areas, consequence analysis and mitigation measures
- Semi-annual reviews and updates of all strategy components
- Regular meetings, informational bulletins, trainings and workshops to engage the mitigation participants
- An identified process for monitoring the overall progress of mitigation strategies and documentation of completed initiatives

This strategy will continuously evolve to address current and future risk and vulnerability.

How to use this Plan

The LMS is divided into seven parts:

Part 1 – The Strategy – Provides an overview of the LMS and identifies how the program is implemented, the integration and update of plans, identifies authorities and references that guide the program, and sets forth the goals and objectives for specific measures and actions to address the threats and hazards faced by our communities.

Part 2 – The Projects - Contains the list of projects identified by Working Group members for mitigation measures/actions they have completed, are pursuing or one day hope to implement, and the methodology for how projects are initially prioritized. ²

Part 3 – Funding – Identifies potential funding sources for mitigation projects.

Part 4 – Appendices – This section contains a number of supportive documents including

- List of Updates made to the plan since the last adoption
- List of LMS members including Steering Committee, Working Group and Sub-Committees
- Miami-Dade Resolution Adopting the LMS
- State Letter approving the LMS
- FEMA Letter approving the LMS
- Local Charter information for Metropolitan form of Government
- Integration Document
- THIRA – Demographic
- Economic Assessment
- Maps
- Community Survey

Part 5 – Meeting Notes – Contains meeting notes and attendance since the beginning of the program

² EMAP 4.4.4

Part 6 – Completed Projects – Contains a description of some of the completed projects

Part 7 – Flooding: The NFIP (National Flood Insurance Program) and CRS (Community Rating System) – Contains information specific to flood management plans and identifies activities in support of the CRS program

All parts of the LMS are published separately to allow for intermittent updates.

All of these sections are published on the LMS website and are open for public comment at any time, the plan is at <http://www.miamidade.gov/fire/mitigation.asp> and comments can be sent to mdlms@miamidade.gov.

LMS ORGANIZATIONAL STRUCTURE

The LMS is a reflection of initiatives that are identified and supported by the LMS Coordinator, LMS Co-Chair, the LMS Steering Committee, the LMS Working Group (LMSWG) and LMS Sub-Committees (LMSS-C) and ultimately adopted by local elected officials. A complete listing of the participants of the LMS are listed in *Part 4 Appendices B and C*.

LMS Coordinator/Chair

The Whole Community Infrastructure Planner of the Miami-Dade Office of Emergency Management (OEM), serves as the LMS Coordinator/Chair. The LMS Coordinator is responsible for the review, monitoring, update and maintenance of the LMS plan, coordination of meetings, trainings, review and archiving of LMS Projects and dissemination of information pertinent to the mitigation goals and objectives set forth in the LMS. The LMS Coordinator participates in workshops, trainings and conferences throughout the year to benefit the LMS. The LMS Coordinator maintains a distribution list of persons interested in mitigation and is responsible for the website updates.

LMS Co-Chair

The LMS Co-Chair is an appointed position by the LMS Steering Committee and assists the Chair with review and development of documents, provides consultation to the Chair and is responsible to stand in for the Chair in case of any unforeseen absences.

Steering Committee

The Steering Committee acts as a “board-of-directors” and is responsible for the development of policy guidance. Members of the Steering Committee are representative of the organizations found within the larger Working Group (i.e. municipal, county, educational, not-for-profit, private sectors and individuals). The Steering Committee acts as a review committee for the establishment of this LMS and the prioritization of the projects therein when a limited funding source is available. Membership on any committee shall be voluntary and subject to the review and approval of the LMSWG. A committee member who fails to attend a reasonable number of committee meetings may be dropped from participation in the committee by a majority vote of the other members of that committee.

Currently, any planning and program development issues are addressed through as-needed Steering Committee meetings and in an open forum through the quarterly meetings.

LMS Working Group (LMSWG)

The LMSWG is composed of representatives from eight main groups:

- Municipalities
- County Departments
- Colleges and Universities
- Hospitals and Health Care
- Private Non-Profit
- Private Sector/Businesses
- Regional, State and Federal Partners
- Other Stakeholders, including private citizens

The makeup of the LMSWG is not limited to any particular organization or jurisdiction. Numerous others have expressed the desire to participate in the LMS and are welcome to do so. Each organization is encouraged to solicit participation and commentary from its citizens, employees and members.³

To be considered a participant of the LMS and receive the benefits thereof, a municipality, county department or any other organization must attend at least two of the four quarterly

³ EMAP 4.4.2

meetings held each year. The LMSWG endorsed this policy unanimously on September 20, 2001. However, any organization may substitute regular participation and attendance on an active LMS committee or subcommittee in lieu of attendance at the quarterly meetings. The agencies that are participating in the LMSWG are identified in *Part 4 Appendix B*.⁴

Municipal Participation

Within Miami-Dade County the following municipalities are active participants of the LMS.

City of Aventura	City of Hialeah Gardens	City of North Miami
Bal Harbour Village	City of Homestead	City of North Miami Beach
Town of Bay Harbor Islands	Village of Key Biscayne	City of Opa-locka
Village of Biscayne Park	Town of Medley	Village of Palmetto Bay
City of Coral Gables	City of Miami	Village of Pinecrest
Town of Cutler Bay	City of Miami Beach	City of South Miami
City of Doral	City of Miami Gardens	City of Sunny Isles Beach
Village of El Portal	Town of Miami Lakes	Town of Surfside
City of Florida City	Miami Shores Village	City of Sweetwater
Town of Golden Beach	City of Miami Springs	Village of Virginia Gardens
City of Hialeah	City of North Bay Village	City of West Miami

Indian Creek Village opted to leave the LMS and the City of Islandia is no longer considered a municipality.

For simplicity sake of the document, municipalities will be referred to by only the name and not the full title e.g. City of Coral Gables will be referred to as Coral Gables.

LMS Sub-Committees (LMSS-C)

In order to streamline the Working Group's activities, various sub-committees may be formed, each addressing an area of concern as needed. Initially, committees were formed to deal with flooding, evacuations, funding, community education, external policy, agriculture and wildfires. The formation and disbandment of sub-committees is done in correlation with the trending issues that need addressing and participation from the working group members. The current listing of sub-committees may be found in *Part 4 Appendix C*.

⁴ EMAP 4.4.2

Meetings

The Steering Committee and Sub-Committees meet as needed and the full Working Group meets once each calendar quarter. Meeting announcements are posted on the LMS webpage, announced in the LMS Information Bulletins (monthly) and emails are sent to a distribution group of representatives maintained in the LMS Contact list, maintained by the LMS Coordinator. The LMS Coordinator sends a meeting invitation for the quarterly meetings via the LMS email distribution list at least one month in advance of the meeting.

The representatives are encouraged to post meeting notifications prominently, on community bulletin boards or in some other way, to notify the public or other interested parties at least thirty days prior to each meeting. Meeting times, dates and locations will also be posted on the LMS website: <http://www.miamidade.gov/fire/mitigation.asp>.

A listing of meeting notes and attendance records are kept in *Part 5*.

PLANNING PROCESS⁵

In the spring of 1998, the state of Florida contracted with and provided funding to each of the counties within the state to develop an LMS. Community members embraced the LMS as the devastation of Hurricane Andrew, was still fresh in their memories. The first meetings were set and development of the original strategy was begun. The plan has evolved over the years to encompass the changes in our communities and evolution of hazards and risks.

The LMS Coordinator with the assistance of the LMS Steering Committee, and input from the LMSWG, LMSS-C and the general public, undertakes to incorporate updates and monitors the plan to keep it relevant and forward looking. Updates will be based on factors such as recent disaster events, changes in local, state, and federal policies and legislation, changes in development and comments and input provided on the plan. The LMS takes into consideration emerging issues such as aging infrastructure and housing stock and how new development and redevelopment projects impact our communities. The elements listed within the “Review and Revision Criteria” section of the document will be used as monitoring criteria for this document.

The LMS Coordinator includes a listing of the revisions made to the plan in relation to these factors, as documented in the section entitled “LMS Revisions Since Last Adoption”.

⁵ EMAP 4.4.5

Annual Updates

The LMS is updated on an annual basis and as part of a regular update and monitoring process. Any proposed changes will be reviewed and compared against LMS and CEMP Crosswalks provided by FDEM, the Emergency Management Accreditation Program (EMAP) Standards and the CRS Coordinator's Manual. An annual update to the LMS is provided to the State by January 31st every year and the documents are subsequently posted on the local website. As of March 2015, the LMSWG voted to have the LMS Projects be updated one time per year. Updates are to be made by October 31st. Agencies that have not updated their projects will be notified that they must comply with the update by December 31st or their projects will be made Inactive. See Part 2: The Projects for more information on project updates and maintenance.

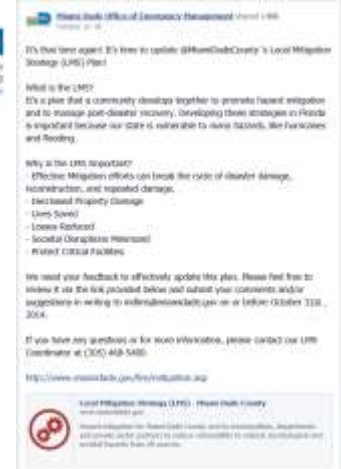
Monthly Updates (as needed)

Part 7 of the LMS may be utilized by CRS communities to post their Annual Activity 510 Progress Reports. CRS communities are responsible for sending this information to the LMS Coordinator for inclusion. An update to *Part 7* will be posted on line by the last calendar day of any month during which time a 510 report was received. It is the responsibility of the CRS community to provide their reports to the LMS Coordinator at least 10 working days in advance of the end of the month to allow for incorporation and posting on the website.

Public Review and Comment

At all times, the latest published version of the LMS will be posted on the Miami-Dade County Internet website – <http://www.miamidade.gov/fire/mitigation.asp> – for public review and commentary. Any comments received through this medium will be incorporated through the revision process identified above. An email address, mdlms@miamidade.gov, has been established for such commentary, which is strongly encouraged.

The LMS Quarterly meetings are posted on our website and for the five-year review process, additional municipalities also advertised the meeting, review process and website.



In October 2014, OEM posted a message on our Facebook page and sent out tweets via Twitter to encourage community members to review and comment on the draft of the plan.

Five-Year Update

A complete state and federal review and approval of this plan and is conducted on a five-year cycle. The plan has undergone review and approval from FDEM and FEMA in 2000, 2005 and 2010. The five-year review process incorporates the annual updates and a review of the Local Mitigation Strategy Crosswalk as provided by FDEM. FDEM notifies the LMS Coordinator twelve months in advance of the plan expiration. The plan is updated and prepared for the third quarterly meeting of the fourth year for public review and comments on the plan. Once all comments are reviewed and incorporated as deemed appropriate, the updated plan will be submitted to the FDEM, by the LMS Coordinator, for review approximately six months prior to its expiration.

FDEM will review the plan and provide comments, and if needed the LMS Coordinator will make revisions to satisfy any crosswalk deficiencies. Once the plan has been approved by the state it is then sent to FEMA for review and a similar process occurs until it is approved by FEMA.

Plan Adoption

Once the plan has been approved by FEMA, the plan will be submitted to the Miami-Dade Board of County Commissioners (BCC) for adoption. Miami-Dade County has a metropolitan form of government with its own Home Rule Charter (see *Part 4 – Appendix G* for additional information). When the BCC passes a resolution or ordinance, that action automatically includes all the municipalities within the county. In the event a municipality does not wish to participate in the action, that municipality must, through their own resolution, opt out. For example, when the BCC adopted this LMS, the municipalities were automatically included and none opted out.

Local communities that wish to utilize the LMS as their floodplain management plan for credit under the CRS program must also do a local adoption of the LMS. Copies of the local adoption should be sent to the LMS Coordinator to be incorporated into *Part 4*.

Review and Revision Criteria

This document will be updated by the LMS Coordinator with the assistance of the Steering Committee and input from the LMSWG. The majority of revisions made to each section of this document are based upon LMSWG meetings where comments are sought from participants. The public is also given an opportunity to review this document and provide comments through the Miami-Dade County website. Revisions may also be made based upon experience from any significant events such as a hurricane, destructive tornado, severe hazardous materials spill or any other occurrence where mitigation could benefit the community. Changes in federal, state, and local laws will also be reflected in the updated version of this document. The revisions will then be documented and posted on line and/or sent out via LMS Information Bulletins by the LMS Coordinator to all affected parties.

The evaluation criteria includes:

1. Have there been any new mandates from federal, state or local agencies that require changes to the Local Mitigation Strategy? Any new or changing laws, policies or regulations?
2. Are there any societal developments or significant changes in the community that must be added to the current LMS? Does the LMS still reflect the concerns of the community? Are the demographics the same? Has there been any growth or development in hazard areas?
3. Have there been any changes in funding sources or requirements?
4. Are there any recent technological developments that should be reviewed for inclusion in the LMS document?
5. Should the LMS be updated to include any new forms of hazards or areas of vulnerability within our community?
6. Have there been any changes in the Comprehensive Plan or any other form of standard operating procedure?
7. Have any of the mitigation opportunities been implemented? Are the priorities for implementation the same?
8. What are the recommendations or lessons learned from any major incidents that have occurred during the past year?

During the revision process, each criterion is addressed to determine if they are still valid and adjustments are made as necessary. When satisfied that the criteria are appropriate, each of the outstanding mitigation opportunities is then compared against the criteria. All existing mitigation opportunities that are determined to still be viable projects will remain on the project list. All those that are determined to be no longer workable will be set aside for further review and revision or, dropped as no longer feasible.

PROGRAM BENCHMARKS

This section provides an overview of the highlights of the plan as well as recent updates to the plan in relation to risk analysis and changes in development. A complete listing of all of the meeting minutes since the beginning of the LMS program may be found in *Part 5*.

1998 – Miami-Dade County began developing a LMS program through funding from the State of Florida.

September 1999 - The Miami-Dade County LMSWG voted to continue the LMS program with or without state funding.

March 2000 - The LMSWG determined that the LMS master document should be updated two to three times each year and the updates, including the project list for new, updated, completed and deferred projects would be updated twice a year.

June 6, 2000 - The Miami-Dade BCC passed Resolution R-572-00 formally adopting the Local Mitigation Strategy as official county policy thus further promoting program continuity.

September 13, 2000 - Miami-Dade County, along with its municipalities and other organizations was designated by FEMA and the Florida Department of Community Affairs to be a “Project Impact Community.”

December 6, 2000 - The LMSWG agreed that they would become the Project Impact Working Group and that the LMS would continue under the auspices of Project Impact. Henceforth, Project Impact and the LMS became synonymous.

December 2000 - The LMSWG determined that the LMS Project List would be updated by June 30th and December 31st of each year.

May 30, 2001 - A formal “signing ceremony” took place at Vizcaya Museum and Gardens for members of the LMSWG to sign a proclamation for becoming a “Project Impact Partner.” (Although FEMA no longer endorses Project Impact the LMSWG agreed that the Project Impact concept will continue in Miami-Dade County regardless of what it is called.)

June 7, 2005 - The Miami-Dade BCC passed Resolution R-710-05, which states that grant applications filed under the auspices of the Miami-Dade Local Mitigation Strategy no longer have to go to the Commission for approval, but instead authorizes the county manager to “*Apply for, receive, expend and amend applications for grant funds for projects listed in the Miami-Dade County Local Mitigation Strategy.*”

June 2008 – The LMSWG celebrated its 10th anniversary with over 300 completed mitigation projects at a value exceeding 250 million dollars. A listing of completed mitigation projects that have been tracked may be found in *Part 6*.

November 2009 - The County Mayor delegated signature authority to the Director of Emergency Management for contract and grant-related documents under the purview of the LMS Program. This was renewed in 2012.

April 10, 2010 – Adoption of the five-year update of the LMS by the BCC

May 5, 2010 - FEMA approved the five-year update of the LMS

LMS Revisions Since Last Adoption

This section provides an overview of the achievements of the LMSWG to continue to promote and incorporate mitigation measures across the whole community concept and address changes to our risk profile and development and re-development.

September 2010

- September 15 Quarterly Meeting open to the public
- Climate Change considerations were presented at the Quarterly meeting and the County's publication Green Print is referenced regarding planning measures. It is recommended that the LMS incorporate Climate Change into the hazards and mitigation measures.

December 2010

- December 15 Quarterly Meeting open to the public
- The International Hurricane Research Center has started a competition for high school students to design a mitigation project that is to be tested in front of the large fans of the Wall of Wind. This outreach project promotes the next generation to consider mitigation measures during design and development.

January 2011

- Annual update to the FDEM submitted by the LMS Coordinator.

February 2011

- OEM received the updated Florida Statewide Regional Evacuation Study Program results that included expanded storm surge areas that were modeled using the Sea Lake Overland Surge from Hurricanes (SLOSH), new Lidar data and slightly larger storms. From this an analysis of the potential areas for evacuation will be determined.

March 2011

- March 16 Quarterly Meeting open to the public
- SFWMD presented on their work in the C-4 (Tamiami Canal) Basin and the major mitigation work that was implemented there after heavy rain events in 1999 and 2000. This project continues to mitigate flooding in those areas. SFWMD continues to plan and work with local jurisdictions on flooding concerns.

June 2011

- June 15 Quarterly Meeting open to the public
- Funding opportunities were discussed, focusing on Pre-Disaster Mitigation monies and how to maximize the chances of getting funded.

September 2011

- September 21 Quarterly Meeting open to the public
- Presentation on the International Hurricane Research Center and the work being done in relation to wind research, social sciences, insurance finances, economic and coastal issues. The Wall of Wind is utilized locally to test new mitigation products for compliance with wind impacts.

December 2011

- December 14 Quarterly Meeting open to the public
- The Community Rating System Coordinators Manual will be undergoing significant changes and the LMSWG was encouraged to review the documents and if they had any questions or concerns submit them to Mike Gambino, the LMS Co-Chair and Floodplain Manager for Miami Gardens.

January 2012

- Annual update to the FDEM submitted by the LMS Coordinator.

March 2012

- March 2012 Quarterly Meeting open to the public
- Planning process for the Miami-Dade Post Disaster Redevelopment Plan begins and the LMSWG members are encouraged to participate in the development and have the LMS tie into the long-term recovery and redevelopment of the community after a disaster.

May 2012

- State Department of Economic Opportunity distributes guidance on Adaptation Planning Considerations.

June 2012

- June 2012 Quarterly Meeting open to the public
- Public Works and Waste Management present on the County's Stormwater Management Plan and the ability of their department to monitor real time rain events through over 100 rain gauges.

September 2012

- September 2012 Quarterly Meeting open to the public
- Special presentation on the 20th Anniversary of Hurricane Andrew and how that event helped create many of the mitigation initiatives in Miami-Dade including the LMS, the Wall of Wind, the International Hurricane Research Center and tougher building codes.

December 2012

- December 2012 Quarterly Meeting open to the public
- Discussion and tour of the new Camillus House Norwegian Cruise Line Campus that is a 31,000 square foot building with a 48-bed homeless shelter that is Gold LEED certified and can be used for emergency housing.

January 2013

- The THIRA plan was integrated into the LMS to replace having different hazards identified within the LMS and Comprehensive Emergency Management Plan (CEMP). This will ensure continuity in addressing hazard preparedness, response, recovery and mitigation.
- The Whole Community approach, as described by FEMA, was integrated into the LMS Program to illustrate how the work that is being done is representative of the entire community.
- Annual update to the FDEM submitted by the LMS Coordinator.
- The LMS Coordinator developed a monthly LMS Information Bulletin in order to convey information to LMS stakeholders on a regular basis. Topics include information on upcoming meetings, project requirements, funding and training opportunities and notes from meetings and/or webinars and general items of interest for the group. The LMS Information Bulletins are posted on the LMS website and also sent out via the distribution list.
- Notified LMSWG of the five year update and LMS Coordinator proposed ideas for updates to the plan for input by the LMSWG
- Two new Steering Committee Members were identified: Nichole Hefty, Chief, Office of Sustainability and Paul Vitro, Whole Community Recovery Coordinator and liaison with Emergency Support Function (ESF) 18 – Business Recovery.

February 2013

- The LMS Coordinator met with the Steering Committee to discuss the vision of the program moving forward and identifying actions to be addressed in the 2015 update of the LMS. Items identified for action included:
 - Review and update of the project prioritization system and inclusion with projects
 - Potential Sub-Committees that could work on identified initiatives
 - Incorporation of elements from the Community Rating System to obtain uniform credits for CRS communities and provide more information on flooding
 - Incorporation of Sea Level Rise into the THIRA and into the LMS, including mapping of future risk areas
 - Expanding the public outreach opportunities
 - Engaging elected officials
 - Identification of additional grant opportunities
- LMS Information Bulletin highlights Sandy Recovery Improvement Act of 2013

March 2013

- March 20 Quarterly Meeting open to the public
Ideas discussed for the 2015 Update of the plan are presented

The following Sub-Committees were formed to work on identified areas

- CRS User Group was adopted as an LMS Sub-Committee to address NFIP/CRS and flooding issues
- Extreme Weather Events to look at the current active cycle of tropical activity, sea level rise, climate change and other weather events that can increase the impact of hazards and vulnerabilities.
- Education and Outreach to identify opportunities for training, seminars, workshops and public outreach for our participants and the community at large.
- Structural Committee – to look at best practices and new and upcoming products, codes and rules that can improve mitigation measures.
- Agricultural to look at hazards and mitigation measures for the agricultural and landscaping stakeholders.
- Marine Interests to look at hazards and mitigation measures for the marine industry and work on updating a brochure to educate the boating community.
- Financial/Grants to look at opportunities for funding and grants and help identify best practices to assist stakeholders.
- New Storm Surge Planning Zones were announced based upon the State Hurricane Evacuation Study done in 2010 based on new LIDAR data and increased hurricane size. (See new map in *Part 7*)
- Training sessions offered on new zones and public outreach campaign implemented
- Alliance for Response, a cultural community initiative, works with OEM and LMS Coordinator for outreach to agencies

April 2013

- New Storm Surge Planning Zones available on line
- Agriculture/Landscaping Sub-Committee Meeting

May 2013

- Extreme Weather Events Sub- Committee Meeting
- CRS/Flooding Sub-Committee Meeting
- May 22, IHRC hosts Wall of Wind competition for local high schools

June 2013

- Marine Interests Sub-Committee Meeting
- The LMS Project list was converted from a word document to an Excel spreadsheet in order to standardize information submitted for projects and in anticipation of moving the entire system to an internet based tracking system.
- June 19 Quarterly Meeting open to the public
- Steering Committee Meeting
- Storm surge layer added to FLIPPER (online mapping system offered by OEM)
- Alliance for Response conference

July 2013

- LMS Information Bulletin with focus on insurance and webinar on surge impacts from Superstorm Sandy and mitigation measures

August 2013

- Structural Sub-Committee Meeting
- Grants/Finance Sub-Committee Meeting
- Marine Interests Sub-Committee Meeting
- The Enhanced State of Florida Mitigation Plan approved by FEMA which increases the ceiling for the Public Assistance monies available through the Hazard Mitigation Grant Program

September 2013

- September 18 Quarterly Meeting open to the public
- OEM provided access to the Public Works and Waste Management (PWWM) rain gauges that provide real time rain data from over 100 locations throughout the county. The Local NWS office requests this as well to help with local forecasting capabilities.
- LMS Coordinator begins design and development of LMS Project Board for WebEOC.

October 2013

- The LMS Coordinator and the Steering Committee worked on updating the project prioritization tool for the project list. A proposed update was sent to the Steering Committee members and collectively they worked to modify the tool until it was agreed upon and adopted as the new Benefit Cost Review (BCR) process. The BCR was integrated into the WebEOC LMS Project Board and stakeholders were requested that all projects have a BCR score completed by June 30, 2014. The updated BCR tool may be found in *Part 2 – The Projects*.
- CRS/Flooding Sub-Committee Meeting
- Fifth Annual Southeast Florida Regional Climate Leadership Summit

November 2013

- Education and Outreach Sub-Committee Meeting
- Miami-Dade Water and Sewer Department (WASD) provides a preview of a modeling tool developed in conjunction with the US Geological Service (USGS) that will assist local stakeholders in determining the potential risks of sea level rise based upon various inputs for levels of sea level rise and precipitation and evaluate how land use and water management inputs affect scenarios.

December 2013

- All projects were migrated into WebEOC under the LMS Project Board. Active members of the Working Group were provided training, assistance and accounts to be able to input and update projects on the list. Additional information requested on projects included address specific information and flood basin information so that projects can be tracked geographically. *Part 2 - The Projects* provides more details on this component.
- OEM sponsored the FEMA L-278 class on the NFIP CRS to assist local flood plain managers in learning about the new changes to the CRS Coordinator Manual. This

class provided a foundation for the expansion of *Part 7* of the LMS to support our local communities and help provide uniform credits to all of the CRS communities. The LMS Coordinator, 30 local and regional communities and a newly appointed State CRS Coordinator attended the weeklong session.

- December 11 Quarterly Meeting open to the public
- OEM sponsored FEMA Benefit Cost Analysis (BCA) training.

January 2014

- Regional LMS Coordinators (Miami-Dade, Broward, Monroe and Palm Beach Counties) met in relation to the integration of sea level rise into their respective LMS plans and discuss measures moving forward.
- Annual update of LMS submitted to FDEM

February 2014

- Community Preparedness Study implemented to learn more about preparedness, response and mitigation behaviors of the community.

March 2014

- March 19 Quarterly Meeting open to the public
- LMSWG is requested to assist with continued plan updates for the five year update
- Hydrology/Topology layers including canals, basins, contour lines, ground elevation and FEMA flood maps put on FLIPPER
- New Impact Assessment tool introduced, that can be utilized to track event damages and flood impacts

April 2014

- OEM sponsors a Whole Community Planning Workshop to cover topics such as Community Awareness, Emergency Sheltering, Climate Change, Private/Public Sector Planning, Post-Disaster Redevelopment Planning and Storm Surge.
- LMS Information Bulletin announces homeowner readiness workshops that LMSWG members can sponsor in their jurisdictions.

May 2014

- May 21, IHRC hosts Wall of Wind Competition for local high schools
- Feel the Force Event with displays and personnel to address hurricanes, storm surge and flooding.

June 2014

- June 18 Quarterly Meeting open to the public
- The LMS Coordinator began integrating the list of completed projects into the LMS Project Board so as to track the projects all in one place. In 2015 the task of geocoding locations to be able to track on a map where projects have been completed and are proposed to take place will begin.
- The LMS Coordinator set up a meeting with MDWASD to continue working on presenting and rolling out the new model to forecast potential areas impacted by sea level rise

- On June 24, 2014, FEMA (through a contractor, Baker AECOM) held the discovery meeting for the Southeast Florida Coastal Study for an updated RISKMap project. Ninety-three people attended the meeting including representatives from municipalities, county departments, regional partners, and a state representative. The coastal maps identified 28 communities locally that could be impacted by this new study. The collection of data will occur over the next two years with an anticipated date of 2019 for the new maps to take effect.

July 2014

- OEM, WASD, PWWM, Miami-Dade Regulatory and Economic Resources (RER) Office of Sustainability and Office of Metropolitan Planning – Long Range Planning met to discuss the integration of the Adaptation Action Areas into the 2017 Comprehensive Development Management Plan (CDMP).
- *Part 2* of the LMS updated on line

August 2014

- CRS/Flooding Sub-Committee Meeting
- Drafts of Part 1 and 2 of the updated LMS Plan sent to Steering Committee Members for review.

September 2014

- OEM cohosts meeting with WASD to demonstrate the new sea level rise model to a limited group of stakeholders. The presentation was developed to help explain the complex hydrogeology of Miami-Dade County and provide an understanding of the base information utilized in the modeling scenarios. OEM, WASD, PWWM and RER will continue to work together to identify the potential impacts and educate the community.
- Additional draft portions of the five-year update are sent out to LMS Steering Committee members for initial review and comment.
- September 17 Quarterly meeting open to the public
- LMS five-year update open for public comment and posted on LMS website

October 2014

- Sixth Annual Southeast Florida Regional Leadership Climate Summit
- LMS named a Weather Ready Nation Ambassador by the National Weather Service
- October 31 closing date for public comment for five-year update of LMS
- OEM begins update of THIRA, LMS Coordinator actively engaged



November 2014

- Project list updated for plan submittal
- November 24 submittal of five year update to FDEM

December 2014

- December 10 Quarterly LMS Meeting open to the public
Meeting to include presentation from RER adaptation action areas and how to re-mediate flood damages
- Vulnerability Modeling Workgroup meeting to discuss WASD/USGS model

January 2015

- Comments received from the State for the five year update
- Annual update submitted to FDEM
- Updates made to plan per State comments

March 2015

- March 18 Quarterly LMS Meeting open to the public
- Voted on annual update of projects to be complete by October 31 each year
- Voted on projects not updated by December 31 to be made Inactive
- Voted on Inactive projects not updated by the first quarterly meeting of the year to be permanently deleted
- March 18 CRS Subcommittee meeting – CRS webinar and development of PPI

Recent Development/Redevelopment

Miami-Dade County Regulatory and Environmental Resources (RER) maintains a Comprehensive Development Master Plan (CDMP) to guide future development looking out to the year 2030. A copy of the elements of the CDMP may be found in *Part 4, Appendix H* with a review of how these elements support mitigation measures and areas for consideration. As identified in Land Use (LU) Element, Miami-Dade is looking to emphasize development around centers of activities, development of well-designed communities containing variety of uses, renewal and rehabilitation of blighted areas and contiguous urban expansion when warranted, rather than sprawl. LU-3D identified that the County shall coordinate with municipalities in Coastal High Hazard Areas and areas with repetitive losses to minimize demand for facilities and services in areas that result in redevelopment and increases in residential densities. LU-3E addresses an analysis on climate change and the impacts on the built environment addressing development standards and regulations related to investments of infrastructure, development/redevelopment and public facilities in hazard prone areas. LU-3K identifies an initiative to determine the feasibility of designating Adaptation Action Areas, areas that may be vulnerable to storm surge and sea level rise impacts and LU-3L identifies that the County will work with the local municipalities to do the same. There are currently nine projects identified in *Part 2* of the LMS that specifically address sea level rise.

Recent years have also shown increased vulnerabilities as the modeling and mapping capabilities improve and as more information is gathered on the potential impacts of climate change and sea level rise. This version of the plan integrates updated information on storm surge and sea level rise and climate change into our hazards, mitigation measures, mapping and project list. LMSWG members continue to identify LMS projects

to address aging infrastructure to deal with current and emerging threats. There are currently over 600 projects identified for infrastructure improvements identified in *Part 2*. As an example, Miami Beach has been very proactive in installing new drainage infrastructure and pump systems to mitigate seasonal king tides, which are perhaps a preview of what sea level rise may bring to some of our coastal communities. In October 2014, the elements of the mitigation projects that had been installed were tested by the seasonal high tide and were very successful in limiting sea water from coming up through the storm drains. Our communities continue to include mitigation in their development and redevelopment projects through inclusion in their Master Plans and Capital Improvement plans. Agencies are proactively including mitigation projects into their internal funding and capital improvement budgets, over 150 projects have been identified with these funding sources identified.

A 2014 analysis of our housing stock shows that 48% of our housing stock was built before the first FIRM maps were developed and 22% of our housing stock was built before there were any special elevation requirements implemented by Miami-Dade County. The continued efforts to identify flood mitigation projects is reflected by the 237 identified flood and storm surge projects in *Part 2* of the LMS. The LMS Project Board allows us to track mitigation measures by flood basins with the intent that we can coordinate efforts in areas of RL and SRL. As the FEMA FIRM maps were updated in September 2009 and new Coastal Flood maps are currently being studied and developed, and with the proposals of changes to flood policy rates, the LMS has embraced additional measures to help integrate CRS initiatives to assist communities with maintaining or improving their rating. Hurricane Andrew brought about improved building code requirements and currently about 26% of our housing stock has been built to higher wind mitigation standards since they have been adopted. In the Community Survey conducted by OEM, 57% of the respondents said they do have adequate materials to protect their home from storms and hurricanes. When we compared those that had experienced previous damage to those who did not we saw that 67% of those that had experienced previous major or catastrophic damage had materials to protect their home as compared to 41% who had never experienced any damage.

As many of the areas of our county are already developed, new development and redevelopment provide opportunities for structures to be built to or retrofitted to higher building code standards that include wind and flood mitigation considerations. The Beacon Council reported that in fiscal year 2012-13 that companies interested in doing business in Miami-Dade invested \$535 million in new capital investment projects. According to the first quarter Analysis of Current Economic Trends, prepared by the Regulatory and Economic Resources Department, the construction sector has grown 11% since last year but still remains lower than the 2007 peak. Foreclosure rates have declined significantly since 2014, 55% less. More than 1 million square feet of new industrial space has been constructed over the year and 1.7 million additional square feet are under construction.

Representatives from RER and other local and regional planning entities are involved in the Miami-Dade LMS and continue to provide input and guidance to our plan.

Measuring the Overall Effectiveness of the LMS Program

The Miami-Dade LMS strives to continue to evolve and address the issues, concerns and challenges identified and encountered by our participants. Changes in personnel, shifting and diminishing funding sources, emerging and increasing threats and risk, aging infrastructure and housing stock and an increasing, diverse and transient population base necessitate the LMS to continuously take stock, re-evaluate and update the strategy.

Table 1 shows an overview of how we have increased our effectiveness.

Table 1: LMS Program Effectiveness

<i>Hazard Assessment</i>	• Incorporation of the Miami-Dade Threat Hazard Identification and Risk Assessment (THIRA) provides one source for hazard assessment for the Miami-Dade CEMP, LMS and stakeholder agencies to utilize in planning and coordination efforts.⁶ • Research and incorporation of climate change and sea level rise identifies potential future risk into THIRA • Incorporation of new and updated maps • Added an Economic Analysis (<i>Part 4 Appendix J</i>) to better understand the employment sectors and potential impacts • Analysis of housing stock to look at structures built before flood plain mapping and regulations • Identification of tools and software to help stakeholders assess and understand risk. Precipitation Frequency estimates from NOAA (<i>Part 7</i>) • New impact assessment tool, ARM360, provided through OEM to local stakeholders to assist with damage assessment after an event to better track and document at risk hazard areas and impacts (<i>Part 7</i>)
<i>Collaboration</i>	• Collaboration with PWWM to access rain gauges and linkage with local National Weather Service to be able to better tie forecasting with real time monitoring for flooding. • Collaboration with the Office of Sustainability and participation in the Southeast Florida Regional Climate Change Compact has increased the number of planning agencies we are working with. • Collaboration with WASD to utilize the ground and surface water model, developed with USGS. Stakeholders were offered training on the software so they can run analyses to better identify the potential impacts of sea level rise at a local level. • Engaging agencies for the update of the NFIP Coastal Study for FIRM maps for Discovery Meeting held June 24, 2014 • Engagement of Alliance for Response (cultural community) including workshops and exercise
<i>Integration</i>	• Identification of the LMS as a Whole Community initiative • Review of community planning documents and identifying areas to better integrate mitigation into comprehensive planning and capital improvement (<i>Part 4 Appendix H</i> and added Municipal Integration to <i>Part 1.</i>)

⁶ EMAP 4.4.5

	• The State of Florida hired a contractor who provided suggested language for the incorporation of climate change and sea level rise into the State Enhanced Mitigation Plan. Miami-Dade used this as a guide in updating the THIRA. • A review of the action items in the Regional Climate Action Plan Implementation Guide was performed and supported. <i>(Part 4 Appendix H)</i> • Hosted L-278 class to assist local communities with the changes in the CRS manual and to identify opportunities to include elements into the LMS, included ISO personnel and newly appointed state CRS Coordinator. • LMS Coordinator active in 2015 update of THIRA including new maps and identification of vulnerable areas in alignment with Comprehensive Preparedness Guide 201.
Project Identification and Tracking⁷	• Improved project tracking system through creation of internet based board and encouraged participants to also track any projects that they are doing mitigation on to illustrate all of the mitigation work being done locally <i>(Part 2)</i> • Updated the project prioritization process, Benefit Cost Review, and built it into the project submittal process to help identify benefit of projects based on Suitability, Risk Reduction and Cost and Time. <i>(Part 2)</i> • Began adding previously completed projects to the archive list to build history of mitigation measures. <i>(Part 5)</i> • Added Appendix 2 to Part 2 to track Deleted/Deferred Projects
Public Awareness	• Annual Feel the Force event at Museum of Science discussing the hazards, risks and how to prepare for hurricanes and storm surge. • 2014 Feel the Force Event, added flood hazard information to the event • 2013 public information campaign for the new Storm Surge Planning Zones • 2014 Community Survey to gauge the public's awareness of hazards and risks and provide information to the community on storm surge planning zones, evacuation assistance programs, how to sign up for pet-friendly shelters and how to receive alerts. <i>(Part 4, Appendix L)</i>

⁷ EMAP 4.4.5

POLICIES, ORDINANCES AND PROGRAMS AFFECTING MITIGATION ⁸

There are many federal, state and county laws and policies that affect hazard mitigation and all the members of the LMSWG. Some of those are:

Federal

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288 as amended (The Stafford Act) is interpreted by Title 44 of the Code of Federal Regulation (44 CFR) and governs FEMA and emergency management and sets forth the federal concepts for hazard mitigation. It also defines the Coastal Barriers Resources Act (44 CFR 206 subpart J) and describes floodplain and environmental management (Parts 9 and 10).
2. The Disaster Mitigation Act of 2000 (DMA-2K) has also redefined parts of The Stafford Act and those changes have been incorporated into this document. Much of FEMA has been further redefined by the "Post-Katrina Emergency Management Reform Act of 2006," which was enacted by Congress and signed into law by the President in the fall of 2006.
3. The National Flood Insurance Program (NFIP) and the Community Rating System (CRS) FLA-15, July 1996, sets up a community rating system for flood insurance offering incentives for communities and credits for identified floodplain management activities.
4. National Fire Code, 1993 and NFPA 101 Life Safety Code define uniform fire safety standards adopted by rule by the State Fire Marshal.
5. Title 15 of the Code of Federal Regulations, which defines the Coastal Zone Management Act (15 CFR Parts 923 and 930).
6. Title 40 of the Code of Federal Regulation which defines the National Environmental Policy Act including such mitigation measures as included in the National Emission Standards for Hazardous Air Pollutants (Part 61), Toxic Substances Control Act (Part 763), the Resource Conservation and Recovery Act and CERCLA (the Superfund).
7. Title 29 of the Code of Federal Regulations that defines the Occupational Safety and Health Act containing many hazard mitigation measures.
8. Presidential Decision Directives 39 and 62 are the authorities directing the development of terrorism response.

⁸ EMAP 4.4.3

9. Presidential Policy Directive (PPD) 8: National Preparedness was released in March 2011. The goal of PPD 8 is to strengthen the security and resilience of the US through five preparedness mission areas – Prevention, Protection, Mitigation, Response and Recovery.
 - a. National Protection Framework follows the guiding principles of resilience and scalability, a risk informed culture and shared responsibility.
 - b. National Mitigation Framework establishes a common platform for coordinating and addressing how the Nation manages risk through mitigation capabilities.
 - c. National Response Framework includes establishing a safe and secure environment moving towards recovery.
 - d. National Disaster Recovery Framework focuses on how to best restore, redevelop and revitalize the community and build a more resilient Nation.
10. National Infrastructure Protection Plan (NIPP): provides a framework for programs and initiatives for the protection of critical infrastructure and key resources (CI/KR) and ensures that resources are applied where they offer the most benefit for mitigating risk.
11. PPD – 21 Critical Infrastructure and Resilience establishes a national policy on critical infrastructure security and resilience

State

1. State of Florida Statutes which are pertinent to hazard mitigation include:
 - a. Chapter 161 – Beach and Shore Preservation
 - b. Chapter 163 – Conservation, Aquifer Recharge and Drainage Element
 - c. Chapter 255 – Public Property and Public Buildings
 - d. Chapter 373 – Water Resources
 - e. Chapter 403 – Environment Controls
2. The South Florida Water Management District is a regional government agency that oversees the water resources in the southern half of the state through managing and protecting water resources including balancing and improving water quality, flood control, natural systems and water supply.
3. South Florida Fire Prevention Code 1992-93 (adopted by the County Commission) defines standards for fire prevention and allows controlled burns as mitigation.

Federal, State and Regional Governmental Entities

The federal, state and local entities that perform hazard mitigation functions are almost too numerous to name. However, some of the more prominent ones are: FEMA, the

Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), U. S. Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS), FDEM, Florida Department Economic Opportunities, Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD) and many more.

The government entities that are located in and affect Miami-Dade County and its municipalities that perform hazard mitigation functions are varied and represent all levels of government: federal, state, county and local. The Federal Emergency Management Agency has funded hundreds of hazard mitigation projects following Hurricane Andrew and to a lesser extent following the 1993 March windstorm or “Storm of the Century,” the February, 1998 “Groundhog Day” storms and more projects have been implemented following Hurricane Irene in 1999 and the October 3, 2000 floods (pre-Tropical Storm Leslie), the tornados of March 27, 2003, the hurricanes of 2004 (Charley, Frances, Ivan and Jeanne) and most recently: Katrina, Rita and Wilma in 2005 and Tropical Storm Fay in 2008. FEMA also delves deeply into mitigation as administrator of the National Flood Insurance Program to which all municipalities in Miami-Dade County are part.

The USACE is responsible for restoration and renourishment of most of the county’s beaches, maintenance of the Intracoastal Waterway, maintenance of Government Cut and the Miami Harbor entrance, and some shared responsibility with the South Florida Water Management District for the canal and levee systems throughout the county. Mitigation functions in these areas by the Corps are multiple and varied.

The South Florida Water Management District is responsible for the operations and maintenance of the primary canals system, on behalf of the USACE, performing flood control operations, throughout the county, based on a schedule of operations, which determined when control structures are opened and closed. Flood control mitigation opportunities exist to benefit all of South Florida through the placement of new and maintenance of existing structures. These structures, located throughout the county, also mitigate against saltwater intrusion into the Biscayne Aquifer from which Miami-Dade County’s drinking water is supplied.

The United States National Park Service controls Everglades National Park that covers one third of the land area of Miami-Dade County and Biscayne National Park that covers over half of Biscayne Bay.

The United States Department of Agriculture’s Farm Service Agency provides assistance to the farming community similar to that which FEMA provides to counties and municipalities. Also, the Natural Resources Conservation Service (formerly Soil Conservation Service) helps with mitigation such as canal bank restoration and stabilization.

The United States Forestry Service and the Florida Division of Forestry both keep fire trails and fire breaks open, conduct controlled or prescribed burns and assist with debris clearance, all of which mitigate and facilitate fire control by keeping fuel levels low.

The Florida Department of Transportation must be a major participant in any mitigation endeavors undertaken throughout the county. They, along with the Miami-Dade Expressway Authority, maintain and control our major thoroughfares including the expressway system. They also control, along with Miami-Dade County PWWM, Florida East Coast and CSX railroads and the Town of Bay Harbor Islands, the twenty-three movable bridges that cross the Miami River and the Intracoastal Waterway.

County

1. Board of County Commission Resolutions
 - a. R-572-00, which establishes the Miami-Dade Local Mitigation Strategy as official county policy
 - b. R-710-05, which authorizes the county manager to apply for, receive, expend and amend applications for projects listed in the Miami-Dade Local Mitigation Strategy.
 - c. R-451-14, which requires all County infrastructure projects to consider potential impacts of sea level rise during all project phases.
2. Pertinent Miami-Dade County laws include codes and ordinances that govern the unincorporated and municipal activities, as follows:
 - a. Chapter 8(b) of the county code, which deals with emergency management;
 - b. Chapter 11(c) , covering Development within Flood Hazard Districts;
 - c. Chapter 17, i.e. the Housing Code, focused on maintaining the housing stock in decent safe and sanitary conditions;
 - d. Chapter 18b covering right-of-way landscaping;
 - e. Chapter 24 covering the activities of the Miami-Dade Division Environmental Resources Management (DERM) for permitting hazardous materials;
 - f. Chapter 28 of the county code which deals with subdivision regulations;
 - g. Chapter 33, covering zoning activities for approval of a development of regional impact
 - h. Floodplain Management Program sets the criteria for elevations and assesses the risks for flooding for different areas of the County;
 - i. Miami-Dade County Comprehensive Emergency Management Plan (CEMP) mandates that municipalities have emergency management plans, as well as recommends the performance of hazard mitigation activities;

- j. Miami-Dade County Comprehensive Land Use Plan dictates current land use and controls future land use and growth throughout the county;
 - k. The Public Works Manual, especially Section D5, concerning coastal construction;
 - l. Dade County Environmental Protection Ordinance, Coastal and Freshwater Wetlands Regulations, Sections 24-58 and 24-59.
3. Miami-Dade County Landscape Maintenance Special Taxing Districts provide tree-trimming programs that prevent more severe damage during windstorms.
4. On March 1st 2002 the Florida Building Code (FBC), was adopted by Miami-Dade County and all the Municipalities, consequently replacing the South Florida Building Code. The High Velocity Hurricane Zone (HVHZ) portions of the code are applicable to Miami Dade and Broward Counties only, the HVHZ sections of the FBC in addition to the most current ASCE- 7 standard contains a stricter design and construction measures, especially to protect windows, walls and roof from wind-born debris. In 2012, the FBC was amended to include flood protection measures and use of ASCE-24.
5. The Local Law Enforcement Mutual Aid Agreement with Miami-Dade County designed to coordinate and supplement local resources.
6. The Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery establishes a local resource for all Working Group members that are presently signatories.
7. The Southeast Florida Regional Climate Change Compact set forth an agreement between Miami-Dade, Broward, Palm Beach and Monroe Counties to work in collaboration to address the impacts of climate change on Southeast Florida. The Climate Change Action Plan was subsequently developed to identify and pursue reduction and resiliency measures in the region.

County Programs

Stormwater Management Masterplan

This program has the responsibility of the evaluation of flood protection levels of service. The Stormwater Management (Drainage) Level of Service (LOS) Standards for Miami-Dade County contains both a Flood Protection (FPLOS) and Water Quality (WQLOS) component. The minimum acceptable Flood Protection Level of Service (FPLOS) standards for Miami-Dade County shall be protection from the degree of flooding that would result for a duration of one day from a ten-year storm, with exceptions in previously developed canal basins, where additional development to this base standard would pose a risk to existing development. All structures shall be constructed at, or above, the minimum floor elevation following the latest version of the Florida Building Code or as specified in

Chapter 11-C of the Miami-Dade County Code, whichever is higher. The incorporated areas of the county (municipalities) may have adopted stricter elevation standards.

Subdivision and Other Regulations.

Miami-Dade County Code imposes certain developmental requirements before land is platted. These relate to the provision of water and sewer facilities, local streets, sidewalks, drainage, and open space. Before use permits or certificates of occupancy can be issued Section 33-275 of the Miami-Dade County Code requires that adequate water, sewage and waste disposal facilities be provided.

Shoreline Review.

The Shoreline Development Review Ordinance was adopted in 1985 and prescribes minimum standards for setbacks, visual corridors and, with its' accompanying resolutions, sets out a flexible review process through which architectural interest, building orientation, landscaping, shoreline use compatibility, access, and other design related elements can be negotiated with the developers and enforced by the local governing jurisdiction.

Area Plan Report

Since 1998, Area Plan Reports have emerged as a preferred planning technique for community visioning and helping to find answers to fundamental planning questions. An Area Plan Report is a practical planning technique, which blends public participation, detailed planning, and the development of implementation tools. Its principal focus is the creation of planning products (instead of processes. Public participation is indispensable for a successful Area Plan Report. The overriding objective is the creation of a detailed plan, which resolves areas of concern identified in the Area Plan Report study area; often these concerns involve capital improvements such as roads, sewers, sidewalks, parks and other community improvements. The Planning and Zoning Divisions of the Department of Regulatory and Economic Resources (RER) implements the Area Plan Report process as a collective planning effort that develops a small area plan which incorporates the priorities of a community.

Coastal Management

The Beach Restoration and Preservation Program is Miami-Dade County's mechanism for initiating and coordinating federal and/or State projects essential to the protection and recreational viability of Miami-Dade's ocean shoreline. Local participation in the determination of activities pertaining to beach restoration and preservation is included in the program. The County has benefited from large federal and State funding contributions and the expertise obtained as a result of the program. Most notably, the Miami-Dade County Beach Restoration Project now provides hurricane and erosion control protection for up-land property and a vast recreational resource for public use. This project replaced a seriously eroded shoreline sustained only by bulkheads and seawalls, which offered little protective or recreational value. Implementation of erosion control projects is based on the following criteria:

1. Need for protection of public safety and property in areas threatened by coastal erosion.

2. To provide enhanced beach-related recreational opportunities for both visitors and Miami-Dade County residents.
3. To provide more effective and efficient long-term management of our natural and restored beach systems.

The Biscayne Bay Restoration and Enhancement Program objectives are to maintain or improve ecological, recreational, and aesthetic values of Biscayne Bay, its shoreline, and coastal wetlands. Projects include shoreline stabilization, mangrove and wetland habitat restoration, and bay bottom community enhancement at parks and other public lands. These contribute to erosion control, water quality, and fisheries and wildlife resources.

Future capital expenditures will be directed primarily towards maintaining and enhancing durability of restored beaches and to environmental improvement of the Biscayne Bay ecosystem. All of these projects are developed and carried out based on the best scientific and technical information available to the agencies involved.

Municipalities

1. The Basic Emergency Management Plan sets forth the procedure for all activities of the municipality before, during and after emergencies.
2. A Stormwater Management Plan, which is focused on flood-related hazards and defines the relevant mitigation goals, evaluates appropriate and feasible mitigation measures and prioritizes such measures into an Action Plan for systematic implementation.
3. A Floodplain Management Plan manages development in the floodplain. All cities within the county are striving to establish a floodplain management plan and participate in the Community Rating System. NFIP has stated that the LMS may serve as a floodplain management plan for its participants.
4. A Comprehensive Land Use Plan controlling growth and development within the municipality.

Municipal Agencies and Their Mitigation Functions

The municipalities of Miami-Dade County each have within their structure certain departments and agencies which affect and promote mitigation. While these agencies may have slightly different names from city to city, the role they perform in the mitigation function remains the same (e.g. public works or public services or community services, etc.).

Miami-Dade Public Works operates and maintains and operates drainage systems and the secondary canals throughout the County, working with the SFWMD to implement flood control operations, when required.

Police and fire rescue departments: Each of the municipalities except Miami Lakes, Palmetto Bay and Cutler Bay maintains its own Police Department while the cities of Coral Gables, Hialeah, Key Biscayne, Miami and Miami Beach maintain their own fire departments, with the balance of the cities using Miami-Dade Fire Rescue for this service. Emergency responders are essential for alert and notification, lifesaving response, prevention and protection activities that all contribute to lessening the impact of disasters. The police and fire departments also conduct educational seminars to residents to spread awareness on emergency preparedness.

The building department (or building & zoning): The functions of this department relate extensively to a wide range of mitigation projects and on-going mitigation activities. In most of our cities, the Building Official is responsible for interpreting and enforcing all laws, codes, ordinances, regulations and municipal policies related to the construction, improvement, expansion, repair or rehabilitation of buildings within the city. This department ensures that all new construction complies with the Florida Building Code which in itself is a major contribution to hazard mitigation. The department usually is responsible for the management of development in Special Hazard Areas; preservation of open space; general control of land use intensities; and coordination between the capacity of public infrastructure in relation to proposals of private development. This department also ensures all proposed development in the city conforms to the city's comprehensive plan as it relates to urban design of public areas and buildings, infrastructure planning and maintenance of flood data and other statistical information.

Planning and Development Department: Often is a part of the building department and even, at times, a part of public works. However, a number of our municipalities maintain planning and development as a separate entity which interacts within the mitigation strategy in many ways and must be part of the overall strategy especially in the area of urban land use.

Public Works Department: In most of our cities this department is responsible for construction and maintenance of roads, bridges and waterways and storm water management including drainage system development, inspection and maintenance, all functions that relate in various ways to hazard mitigation. Public works activities are a major component of any mitigation strategy.

Analysis of Existing Policies, Ordinances and Programs

In 2014 the LMS Coordinator performed a review of a number of local policies and plans to create an Integration Document (*Part 4 Appendix H*). Additional LMSWG members

were invited to participate and assist by reviewing the Integration Document and identifying and reviewing other local policies, ordinance and programs so we may better identify areas where we are in alignment or areas for consideration where mitigation may be better aligned.

As can be imagined, in a county as large and diverse as Miami-Dade, there are numerous planning agencies and documents that are developed. Each many times addresses the needs of their focus (e.g. transportation, emergency management) and each seems to have a different threshold for how often the plan is to be updated and the planning horizon to which it assesses the consideration of hazards and risks.

The Integration Document included in this version should be viewed as a starting point for the LMSWG to discuss, review and identify areas where we as a whole community can be more effective in our approach to mitigation and resiliency.

The Integration Document includes reviews of the following:

- Southeast Florida Regional Climate Action Plan
- Miami-Dade Comprehensive Development Master Plan (CDMP)
- Miami-Dade Emergency Management Recovery Plan
- Miami-Dade 2035 Long Range Transportation Plan
- Florida Administrative Code 9J-2.0256

As the population grows in Miami-Dade County, hazard mitigation laws must address new structures being built in areas susceptible to unusual occurrences either through prohibition, limitation or tougher code to reduce potential losses. For example, new building construction in low lying flood areas must be limited or built in such a manner to minimize impacts from flooding. Similarly, future construction sites of natural gas, electrical and nuclear power plants must have mechanisms in place that will self-contain, or significantly limit, effects of potential catastrophic incidents. As identified in the Integration Document the Miami Dade CDMP Plan addresses a number of planning and zoning issues and the prevention or limitation of development in risk areas. Adaptation Action Areas are being incorporated into the CDMP and they should also be considered in relation to recovery and post-disaster redevelopment.

Local government and the private sector must provide ongoing training and information sessions for the public. Clear, unbiased knowledge is a key ingredient for safety enhancement for the public. Ongoing training could include public information notices and continuous training sessions at local libraries, hospitals and schools. Part of the cost for this training should be borne by those private parties who ask or have businesses that may contribute to an unusual occurrence. For example, construction of a new electrical substation, a natural gas company building a new facility, a professional dry cleaner establishment, a new gas station, etc. would have impact fees assessed to offset the mitigation training costs.

Training and equipment to prepare for and subsequently resolve hazard situations are necessary and vital. Alternative financial resources must be assessed and located in addition to including these costs in all respective governmental budgets.

Periodic review and revision of the local government ordinances, policies and programs must occur no less than once every other year.

Each municipality that has not yet done so should adopt a floodplain management ordinance and participate in the community rating system program. At the present time, the Miami-Dade Local Mitigation Strategy will serve as a floodplain management plan if adopted by a municipality.

Municipal Integration of Mitigation Measures

The following section identifies how the participating municipalities have incorporated mitigation into their planning processes, policies and/or ordinances. The municipalities continuously strive to expand and improve upon their mitigation measures as is illustrated below and with the extensive listing of mitigation projects identified in Part 2.

Aventura

City of Aventura Comprehensive Plan	April 2006
Transportation Element	
Policy 1.9: The City of Aventura, in consultation with the Florida Department of Transportation, shall evaluate the impacts of proposed development and redevelopment on its transportation system, Strategic Intermodal System facilities, and the adopted level of service standards of transportation facilities, and identify strategies to alleviate or mitigate such impacts in coordination with the developer and other agencies as appropriate. The City shall coordinate with FDOT, Miami- Dade County, and 28 other jurisdictions in the county in the development of common methodologies for measuring such impacts.	
Infrastructure Element	
Objective 4: Aventura shall protect and preserve the biological and hydrological functions of the wetlands identified in the Land Use Element. Future impacts to the biological functions of publicly and privately owned wetlands shall be mitigated. Publicly acquired wetlands shall be restored and managed for their natural resource, habitat and hydrologic values.	
Capital Improvements Element	
Objective 3: Future development will be permitted only when the adopted level of service standards for those services listed in the CIE will be upgraded or maintained at adopted levels of service, or when demonstrated negative impacts on hurricane evacuation clearance times will be mitigated, by ensuring that adequate fiscal resources are made available including, the proportionate cost of improvements necessitated by the development. [9J-5.016(3)(b)3]	
Conservation & Coastal Management Element	
Policy 10.2: Structures which suffer recurring damage to pilings, foundations or load-bearing walls shall be required to rebuild landward of their current location to modify the structure to structurally enhance the structure, institute or mitigation measures or delete the areas most prone to damage.	

City of Aventura Comprehensive Plan	April 2006
Policy 10.14: The City shall implement its local mitigation strategy in accordance with the guidelines provided in the Local Mitigation Strategy: A Guidebook for Florida Cities and Counties in order to fulfill the requirements of Rule 9J-5.012, F.A.C. relating to post-disaster planning, repair, and reconstruction.	

Bal Harbour

Comprehensive Plan for Village of Bal Harbour	June 1988
Future Land Use Element	
Objective 9J-5.006(3)(b)4: Protect natural and historical resources Policy: Developments and construction that adversely impact on the quality of the natural environment shall not be allowed.	
Coastal Management Element	
Objective 2.2 Hazard Mitigation and Coastal High-Hazard Areas: the Village of Bal Harbour shall ensure that building, development and redevelopment activities are carried out in a manner which minimizes the danger to life and property from hurricanes. Development within coastal high-hazard areas shall be restricted and public funding for facilities with coast high-hazard areas shall be curtailed.	
• Policy 2.2.01: The hazard mitigation section of the Dade County Hurricane Procedure Plan shall be reviewed and updated on a 5-year basis. In the rewrites, the Emergency Management Director shall identify specific actions that could be implemented to reduce exposure to natural hazards. • Policy 2.3.06: The Recovery Task Force shall propose comprehensive plan amendments which reflect the recommendations in any interagency hazard mitigation reports or other reports prepared pursuant to Section 406 of the Disaster Relief Act of 1974 (PL 93-288). • Policy 2.3.07: If rebuilt, structures which suffer damage in excess of fifty (50) percent of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure. • Policy 2.3.08: Structures which suffer recurring damage to pilings, foundations, or loadbearing walls shall be required to rebuild landward of their current location, to modify the structure to structurally enhance the structure, institute other mitigation measures or delete the areas most prone to damage.	

Bay Harbor Islands

Town of Bay Harbor Islands Code of Ordinances	Enacted December 2013
Article 1 General Provisions	
Sec. 11-5. - Seasonal and periodic flooding; protection of lives.	
(a)The regulation of areas subject to seasonal and periodic flooding as provided in the comprehensive plan, policies 1.1(4) (page 35), 3.2 (page 36), 5.2 (page 37), and objectives 3 (page 36) and 5 (page 37) shall be implemented by the Code of Ordinances, including sections 5-17, 5-23.1(A)(3), (4) and sections 23-11(A)(5) and 23-12(12).	
(b)While it is hereby declared that Dade County has retained the primary responsibility for seasonal and periodic flooding throughout the county as provided in county Ordinance Nos. 57-22 and 57-30, as amended, the town's Code of Ordinances shall further implement the goals and objectives of the county ordinances by requiring compliance with all minimum federal flood insurance elevations for all new construction and for which land use densities and intensities have been adopted in further support thereof.	
(c)The protection of lives as provided in the comprehensive plan, policy 5.2 (page 37), shall be implemented by the Code of Ordinances, including section 5-1, and by virtue of the Miami-Dade County retention of primary	

Town of Bay Harbor Islands Code of Ordinances	Enacted December 2013
responsibility for hurricane evacuation, including responses to lifesaving and other types of emergency evacuation. The town shall continue to coordinate and assist the county by providing minibus mass transportation to designated areas, information dissemination, and such other acts as shall complement the overall mass transit/public notice and evacuation procedures implemented by Miami-Dade County, Florida. While the county has retained the right to regulate land subdividing through the subdivision regulations, nevertheless the town shall continue to coordinate its efforts with the appropriate county agencies. (d)The town has adopted and shall maintain in full force and effect written hurricane procedures, as amended from time to time. (e)Drainage facilities for flooding and a nonpoint pollution, as provided in the town's comprehensive plan, policies 1.1.1, 1.1.2 (page 58); 1.3.1 (page 59); 2.1.1 and objective 2 (page 60); capital improvements policies 1.2, 1.3, 1.4 (page 19); and land use policy 1.3 (page 37) shall be implemented by the Code of Ordinances, including sections 5-1 and 5-17, in that the town collects and discharges stormwater runoff through inlets for the residential districts and into two drainage wells for the commercial districts. The town shall continue to coordinate its efforts with Dade County, particularly with reference to protecting and preserving Biscayne Bay. The town shall continue to review its land development regulations to ensure the standards as indicated in the town's comprehensive plan. (Ord. No. 488, § 5, 5-29-90; Ord. No. 733, § 4, 12-8-03)	
Article III Provisions for Flood Hazard Reduction	

Town of Bay Harbor Islands Code of Ordinances	Enacted December 2013
Sec. 7½-26. - General standards. In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions: (1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; (2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage; (3) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage; (4) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; (5) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems; (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters; (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; (8) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this chapter shall meet the requirements of "new construction" as contained in this chapter; (9) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this chapter, shall be undertaken only if said nonconformity is not furthered, extended, or replaced; (10) All applicable additional federal, state, and local permits shall be obtained and submitted to the floodplain administrator along with the application for development permit. Copies of such permits shall be maintained on file with the development permit. State permits may include, but not be limited to, the following: (a) <i>South Florida Water Management District</i>: in accordance with F.S. § 373.036(2)(a)—Flood protection and floodplain management; (b) <i>Department of Community Affairs</i>: in accordance with F.S. § 380.05— Areas of critical state concern, and F.S. ch. 553, part IV—Florida Building Code; (c) <i>Department of Health</i>: in accordance with F.S. § 381.0065—On-Site Sewage Treatment and Disposal Systems; and (d) <i>Department of Environmental Protection, Coastal Construction Control Line</i>: in accordance with F.S. § 161.053—Coastal Construction and Excavation. (11) Standards for subdivision proposals and other new proposed development (including manufactured homes): (a) Such proposals shall be consistent with the need to minimize flood damage; (b) Such shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage; and (c) Such proposals shall have adequate drainage provided to reduce exposure to flood hazards. (12) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction. (13) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.	

Biscayne Park

2025 Comprehensive Plan Adopted Component	October 2010
Conservation Element	
Policy 4.2 The Village shall encourage the implementation of low impact development techniques and green building standards that reduce the negative environmental impacts of development and redevelopment by: reducing building footprints to the maximum extent feasible, and locating building sites away from environmentally sensitive areas; promoting the preservation of natural resources; providing for on-site mitigation of impacts (i.e. retention and treatment of stormwater runoff, water reuse, Master Stormwater Management Systems); promoting energy conservation through design, landscaping and building techniques (i.e. solar power, increased tree canopies); promoting water conservation through landscaping and building design; ensuring environmentally friendly building practices (i.e. use of environmentally friendly building materials, recycled materials), and; considering the development of a and implementation of a green building certification program, with associated regulations, incentives and standards.	
Public Facilities Element	
GOAL- DRAINAGE: THE GOAL FOR DRAINAGE IS FOR THE VILLAGE OF BISCAYNE PARK TO CONTINUE MAINTENANCE OF THE LOCAL DRAINAGE SYSTEM TO AFFORD REASONABLE PROTECTION FROM PREDICTABLE FLOODING. The drainage objectives to achieve the goals and which address the requirements of paragraphs 163.3177 (6) (c), F.S., and 9J-5.011 (2) F.A.C. are as follows: OBJECTIVES AND POLICIES Objective 1 To review on an annual basis information on the performance of stormwater drainage facilities. Policy 1.1 The Village will continue to comply with the 1 0 year design storm level of 10 year design storm level of service standard for stormwater drainage. Policy 1.2 The Village will continue to maintain and monitor local drainage.	

Coral Gables

The City Manager is the Director of Emergency Management for the City. The City Manager has designated an Emergency Management Coordinator to head the Emergency Management Division. Emergency management functions are also part of the day-to-day functions of certain departments, such as the Police and Fire Departments. While the routine functions of most city departments are not of an emergency nature, the city may utilize all of its officers and employees in the city's efforts to respond and recover from emergencies. This responsibility entails a day-to-day obligation to assess and report the impact of an emergency event. It requires monitoring conditions and analyzing information that could signal the onset of an emergency event.

The current overall city plan is documented in a Comprehensive Emergency Management Plan (CEMP). This CEMP describes the basic strategies, assumptions and mechanisms through which Coral Gables will mobilize resources and conduct activities to guide and support local emergency management efforts. The CEMP also includes an annex dedicated specifically to mitigation, City of Coral Gables CEMP Annex 1, Mitigation.

City of Coral Gables Comprehensive Emergency Management Plan, Annex I, Mitigation	October 2009
Annex I, Mitigation	
Section B: Coral Gables Mitigation Programs and Department Responsibilities Note: Details and further information is contained in the Miami-Dade County Local Mitigation Strategy. (Page 3.) Section B: Coral Gables Mitigation Programs and Department Responsibilities 7. Mitigation Projects Completed. The City's Local Mitigation Strategy identifies mitigation projects that have been completed and provides a list of future projects to be implemented as funding becomes available. (Page 6.)	
Public Safety Element	
Objective SAF-2.2: Assure that future development or redevelopment maintains or reduces hurricane evacuation times. The City establishes an out-of-county hurricane evacuation time for a category 5 hurricane of 16 hours. Mitigation is permitted to achieve and maintain these standards. Policy SAF-2.3.2: Annually incorporate recommendations of interagency hazard mitigation into the Comprehensive Plan and Post-Disaster Redevelopment Plan. The redevelopment plan shall identify areas which may warrant post-disaster redevelopment, including elimination of unsafe conditions and inappropriate land uses, and limitation of redevelopment in areas of likely repeated damage.	

Cutler Bay

The Town of Cutler Bay passed Resolution No. 14-55 for adoption of the 2010 Miami-Dade County Local Mitigation Strategy; authorizing the Town Manager to identify and prioritize hazard mitigation grant program projects to become a part of the Local and Statewide hazard mitigation strategy.

In addition the Town of Cutler Bay has integrated mitigation locally through the following plans:

Town of Cutler Bay Growth Management Plan
Future Land Use Element
Policy FLU-8C: Policy FLU-8C: New schools will Policy FLU-8C: minimize negative impacts on surrounding areas through site location, configuration, access and development. Conversely, new development and redevelopment shall minimize and/or mitigate negative impacts on existing school facilities. Policy FLU-9M: Policy FLU-9M: The Town shall Policy FLU-9M: require developers to identify and mitigate constraints based on soils, topography, and floodplains. Policy FLU-11E: as appropriate and feasible, shall encourage the elimination or reduction of uses that are incompatible with hazard mitigation goals and interagency hazard mitigation report recommendations.
Housing Element
Monitoring Measures H2-1: - Land Development Regulations that mitigate regulatory barriers or provide incentives for the provision of a variety of housing types. - Number of cost burdened households by income, age, and special needs group and tenure - Housing costs
Coastal Management Element
Policy CM-3C: Town will establish development standards in the Land Development Regulations for siting future water-related uses that address land use compatibility, availability of upland support services, existing protective status of ownership, hurricane contingency planning, protection of water quality, water depth, environmental disruptions, mitigation actions, availability for public use, economic need, and feasibility

Town of Cutler Bay Growth Management Plan

Objective CM-4: Through compliance with Federal Emergency Management Agency (FEMA) regulations and by targeting repetitive flood loss and vulnerable properties for mitigation, the Town will reduce natural hazard impacts.

Objective CM-7: The Town will coordinate with the Miami-Dade County Office of Emergency Management (OEM) to develop and implement post-disaster redevelopment and hazard mitigation plans that reduce or eliminate exposure of life and property to natural hazards towards the protection of health, safety, and welfare.

Policy CM-7A: inconsistencies are found with the policies under this objective and the post disaster redevelopment and hazard mitigation plans of the Miami-Dade County Office of Emergency Management (OEM), the Town will notify and coordinate with OEM.

Policy CM-7D: Recovery Task Force shall review and decide upon emergency building permits; coordinate with Miami-Dade County, state and federal officials to prepare disaster assistance applications; analyze and recommend to the Town Council hazard mitigation options including reconstruction or relocation of damaged public facilities; develop a redevelopment plan; and recommend amendments to the Growth Management Plan and other appropriate policies and procedures.

Objective CM-8: The Town will reduce the exposure of life and property to hurricanes through the planning and implementation of pre-disaster hazard mitigation measures. Pre-disaster planning for post-disaster redevelopment shall direct population concentrations away from the undeveloped identified high-risk areas during post-disaster redevelopment.

Policy CM-8C: During pre-disaster planning, hazard mitigation proposals shall be developed by the Town in conjunction with other agencies and, where appropriate, included in the Town's Emergency Response Plan or the Growth Management Plan.

Policy CM-8D: Town locates facilities, the Town shall determine the feasibility and necessity of relocating public buildings away from high-risk areas. The Town shall develop a formal process and guidelines for evaluation alternative to the replacement or repair of public facilities damaged by hurricanes such as abandonment, relocation, or repair and reconstruction with structural modifications. The costs; environmental impacts; mitigative effects; community impacts; economic development issues; employment effects; legal issues; consistency with local, regional and state plans; time period for implementation; and availability of funds should be evaluated for each alternative.

Objective CM-9: During post-disaster recovery and redevelopment, the Town shall implement its Emergency Response Plan (ERP) and applicable Growth Management Plan policies and assist hurricane damaged areas with recovery and hazard mitigation measures that reduce the potential for future loss of life and property.

Policy CM-9D: The Town will Policy CM-9D: enforce applicable recommendations of post-disaster hazard mitigation plans required under Section 406 of the Disaster Relief Act of 1974.

Conservation Element

Policy C-6A: Wetlands that are to be Policy C-6A: protected will be identified based on the type of wetland, function, size, conditions, location, and overall resource value. The wetlands shall be used for purpose that are compatible with their natural values and functions, and Land Development Regulations shall be adopted to provide these areas with the maximum feasible protection, by using such tools as compensatory wetland mitigation and dedication of conservation easements for preserving open space. All development with the potential to impact wetland areas shall be consistent with South Florida Water Management District (SFWMD) regulations. Activities in wetland areas may be permitted provided all applicable local, regional, state and federal external environmental agency permits have been obtained and one of the following standards is satisfied:

1. Such an activity is necessary to prevent or eliminate a public hazard;
2. Such an activity would provide direct public benefit, which would exceed those lost as a result of the modification;
3. Such an activity is proposed for habitats in which the functions and values currently provided are significantly less than those typically associated with such habitats and cannot be reasonably restored;
4. Because of the unique geometry of the site, it is the unavoidable consequence of development for uses that are appropriate given site characteristics

Doral

On January 13, 2015, the City of Doral adopted Resolution 15-06 which adopts the current Miami-Dade County Local Mitigation Strategy in accordance with the National Flood Insurance Program Community Rating System Requirements as the city's Floodplain Management Plan.

City of Doral Comprehensive Master Plan	August 2013
Future Land Use Element	
Policy 2.6.1: Coordinate with Miami-Dade County in implementing the approved Local Mitigation Strategy, by assessing the vulnerability of governmental, medical and public safety sites and structures in the City to storm damage, and in developing an action plan, if necessary, to address wind stability and flood protection for key buildings. Policy 2.6.4: All proposed large-scale amendments to this Comprehensive Plan and/or zoning applications shall be evaluated for their impact on hurricane evacuation routes and times, and effect on currently available off-site shelter capacities. Roadway improvements and shelter improvements shall be required, if deemed necessary, to mitigate negative impacts and phased with new residential development.	
Infrastructure Element	
Policy 5E.2.5: Appropriate local planning, development design standards, and special construction practices shall be required to ensure both short and long-term mitigation of impacts on groundwater created by activities occurring in stream-to-sink basins and in areas where the Floridan Aquifer is unconfined or semi confined. The following provisions shall apply:	
Conservation Element	
Policy 6.4.13: Consider preparing a stormwater master plan for the City to identify local priority stormwater problems areas and adopt mitigation methods to correct observed deficiencies. Policy 6.5.2: Identify future wetlands to be protected based on the type of wetland, function, size, conditions/location, and overall resource value. These wetlands shall be used for purposes that are compatible with their natural values and functions, and land development regulations shall be adopted to provide these areas with the maximum feasible protection, by using such tools as upland buffers, exotic vegetation removal, hydro period restoration, compensatory wetland mitigation and dedication of conservation easements. Activities in wetland areas may be permitted provided all applicable federal, state, regional and local external environmental agency permits have been obtained.	
Intergovernmental Coordination Element	
Policy 9.1.19: Coordinate all disaster preparedness programs with the Miami-Dade County OEM to ensure consistency with the County's Comprehensive Emergency Management Plan and the Miami-Dade Local Mitigation Strategy (LMS) and in updating hurricane evacuation shelter assignments.	

El Portal

Village of El Portal Comprehensive Plan	May 2002
Coastal Management Element	
Policy 1.1.1. In conjunction with any redevelopment of the mobile home park Little Farm Trailer Park site, preserve (and mitigate where possible) the natural canal banks to further marine and wildlife habitat. Policy 9.1.20 Work with Miami-Dade County in implementing the approved Local Mitigation Strategy for hazard mitigation, and by January 2007, the City shall develop a City Emergency Plan to increase public safety and reduce damages and public expenditures.	

Florida City

Florida City Community Redevelopment Plan	February 2009
Policy 1.1: Acquire and demolish dilapidated and unsafe structures while providing relocation programs for displaced families if necessary. Policy 7.1: Work with appropriate government agencies and utility companies to ensure provision of adequate services including potable water, stormwater, sewer, gas, solid waste, television, and electricity.	

Golden Beach

Town of Golden Beach Hurricane and Severe Weather Response Plan	2007
Severe Weather Response Element	
Policy: The Town will have an organized response to hurricanes and other severe weather related emergencies in order to mitigate the effects of severe weather and to return Town services and normal living conditions as soon as possible. Wherever practical; the Town's plan will use the same terminology and references as Miami-Dade County's (M-DC) plan. The Town Mayor and Manager or their designees are responsible for determining when this plan will be implemented. The determination to mobilize will be based upon information provided by the National Hurricane Center (NHC) and the Miami-Dade Emergency Operations Center (M-DEOC). Additionally, it is the policy of the Town of Golden Beach Police Department is to protect life, property, and maintain order within the community during a weather related emergency. Appropriate levels of police services will be maintained before, during and after a hurricane or severe weather incident.	

Hialeah

City of Hialeah Comprehensive Plan	2015
Future Land Use Element	
Policy 1.2.14: Wetland impacts on the Annexation area: The city will develop a wetland mitigation projection based on the on-site wetlands analysis and consistent with environmental requirements and development projections	
Conservation Element	
The 100-year floodplain needs to be protected to help mitigate the damaging effects of flooding. Protection of these areas is assisted through the National Flood Insurance Program and local Code of Ordinances. Flood criteria must be met before the City will issue any building permits.	
Capital Improvements Element	
Policy 1.4.2: The City shall continue to maintain an inventory of any existing hazards within the City by using the hazards analysis and hazards mitigation criteria established within the Miami-Dade County Comprehensive Emergency Management Plan and shall also identify any grant sources available to mitigate the hazards listed on the hazard inventory.	

Hialeah Gardens

The City of Hialeah Gardens incorporates mitigation into its planning process as follows:

City of Hialeah Gardens 2025 Comprehensive Plan	October 2012
Intergovernmental Coordination Element	
Policy 1.1.10 The City shall implement the provisions of the Local Mitigation Strategy (LMS) Guidelines in accordance with the Interlocal Agreement with Miami-Dade County.	

- **Objective 1.3** Coordinate the impact of development with other jurisdictions to define and implement mutually beneficial goals, ensure consistency among adjacent land uses, and mitigate negative development impacts. This objective shall be made measurable by implementation of its policies.

The City of Hialeah Gardens has a Division of Emergency Management that is managed by Manuel Carrera. Mr. Carrera is responsible for coordinating disaster preparedness, response, recovery, and mitigation concerns for all City departments.

Homestead

City of Homestead Comprehensive Plan	June 2011
Future Land Use Element	
Objective 10: Hurricane Evacuation and Mitigation Ensure that development and redevelopment are consistent with hurricane evacuation plans. Measure 2: Maintain hurricane mitigation measures that are consistent with the Miami-Dade County Local Mitigation Strategy (LMS) and facilitate the approved evacuation plans. Policy 10.1: Development orders for new development and redevelopment shall be consistent with local and regional hurricane evacuation plans where applicable. Policy 10.2: Mitigate any identified deficiencies in storm damage resistance of critical public facilities and construct new facilities, if needed, to assist in the City's evacuation plans.	
Objective 11: Hazard Mitigation and Post-Disaster Redevelopment To the extent financially feasible, incorporate all prudent hazard mitigation needs and post-disaster redevelopment procedures into the City's capital improvement planning and Land Development Code. Measure: Number of capital improvement projects and/or amendments to the land development code successfully implemented to address hazardous mitigation needs and post disaster redevelopment procedures.	
Hazard Mitigation/ Post-Disaster Redevelopment Element	
Policy 4.3: Participate in the preparation/modification of the 409 Hazard Mitigation Plan.	
Objective 6: Implementation of the Local Mitigation Strategy (LMS) The City continues to work with the Miami-Dade EOC and other government agencies to implement the policies, ordinances and programs outlined in the LMS. Measure: Coordinate efforts with state and county agencies to bring the community together as a single mitigating entity. Policy 6.1: Participate in the improvements in the City's standing and classification in the Community Rating System (CRS), with the related consequences of making flood insurance under the National Flood Insurance Program (NFIP) more affordable and reachable, while improving the effectiveness in coping with flood hazards, problems and emergencies. Policy 6.2: Disseminate information on a repetitive basis with respect to the existence of flood hazards and the availability of measures to mitigate the problems presented by such hazards. Policy 6.3: Increase the level of coordination of mitigation management concerns, plans and activities at all levels of government. Policy 6.4: Improve and maintain cutting edge, state-of-the-art, and effectiveness of the City's emergency preparedness and disaster response capacity. Policy 6.5: Continue our commitment to the review, update and implementation of the local hazard mitigation strategy.	

Key Biscayne

The Village of Key Biscayne Office of Emergency Management (OEM) is responsible for coordinating disaster preparedness, response, recovery, and mitigation concerns for all Village departments. This section creates, updates, and administers the Village's Comprehensive Emergency Management Plan (CEMP), which provides the procedures for

the Village's response to all known hazards. The Village adopted the Miami-Dade County CEMP and developed their own municipal CEMP in 2006. This document is currently being updated. The OEM is headed by the Village Fire Rescue Department and collaborates with the members of the Village Administration, and all other Village Departments, and other members of the community. Activities include planning for a wide range of disasters, identifying projects that will mitigate the effects of disasters, and working towards recovery post-disaster.

The Village has a full time Certified Flood Plain Manager who is responsible for the implementation of the Community Rating System (CRS) and NFIP compliance with assistance from a CRS Coordinator and a Consultant. The Village of Key Biscayne has incorporated mitigation into their planning processes to include the following plans:

Village of Key Biscayne Code of Ordinances Plan	December 2010
Resolution No. 2010-53: Resolution of the Village Council Adopting the Miami-Dade County Local Mitigation Strategy	
Village of Key Biscayne Code of Ordinances Plan	February 2014
Section 30-73-Site Plan Review Procedures Item (f)(6)g: Description of methods to be implemented during construction to mitigate adverse quantity or quality impacts off-site.	
Village of Key Biscayne Comprehensive Emergency Management Plan	September 2006
Annex-IV: Recovery H. Hazard Mitigation Plan/Program The Village of Key Biscayne has adopted the Miami-Dade County Comprehensive Emergency Management Plan by reference.	
Village of Key Biscayne FMP Annual Progress Report for CRS Annual Recertification	October 2014
Progress on FMP implementation, as required in Section X of the FMP, falls within the context of CRS compliance Action Plans followed by the Village. The Action Plan Items are included and tracked through the Miami-Dade County Local Mitigation Strategy (LMS)	
Village of Key Biscayne Stormwater Master Plan Update	June 2011
2.3.3: Repetitive Loss Properties One of the activities involved with the Annual NFIP CRS Re-Certification process is the analysis of Repetitive Loss Areas (RLAs). The purpose of the analysis is to determine possible mitigation solutions to minimize the flood claims.	
Village of Key Biscayne Master Plan	December 2008
Future Land Use Element Objective 2.4 Hurricane Evacuation 9J-5.006 (3) (b) 5 Eliminate or reduce land uses which are inconsistent with applicable interagency hazard mitigation report recommendations and enhance the efforts of the Metro-Dade Office of Emergency Management by providing it with all relevant information. Policy 2.4.1: The Village shall regulate all future development within its jurisdiction in accordance with the Future Land Use Map which is consistent with the Interagency Hazard Mitigation Team Report, FEMA 955-DR-FL, August 1992. The Village shall periodically review and revise the Future Land Use Map in light of future interagency hazard mitigation reports in order to reduce or eliminate uses which are inconsistent therewith.	
Infrastructure Element Policy 1.1.2 9J-5.011 (2) (c) 1: During the first phase of drainage master plan implementation (to be initiated in 1994), the Village shall begin to mitigate to the extent technically and economically feasible direct stormwater outfalls into the canals and Biscayne Bay. Anticipated improvements include a series of catch basins, manholes and pipes for the collection of the stormwater and routing to pollution control structures and drainage wells	

Village of Key Biscayne Code of Ordinances Plan	December 2010
with emergency overflows. The pollution control devices (grease and oil separator) are to be provided before each drainage well to prevent contamination from entering. Emergency overflow structures are to be constructed at the existing outfalls and would discharge only when the storm events generates more than one inch of runoff. These improvements shall be designed to fully meet the specific standards set forth in Objective 1.1 above.	
Conservation and Coastal Management Element	
Policy 1.3.1: By the date required by state statute or sooner, the Village shall enact and enforce estuarine waterfront protection provisions in the land development code. The provisions will be drafted to assure that all applicable development permit applications are reviewed in the context of the mangrove protection policies of the State DEP and the waterfront policies of DERM. In particular, DERM Class 1 Permits pursuant to Section 24-58 of the Dade County Code shall be required for all construction seaward of the mean high water line. Such construction shall be designed to minimize environmental impacts and mitigate unavoidable impacts. This provision shall be interpreted to protect sensitive lands from sea wall and other related construction, but it shall not be interpreted as permitting construction seaward of the State Coastal Construction Control Line in violation of other policies of this Comprehensive Plan. Policy 1.7.14: The Village hereby designates DERM mangrove jurisdictional areas in the Village as environmentally sensitive lands which shall be protected from development unless their ecological value is replaced via mitigation. These DERM areas are mapped in Figure V-1 of the Data and Analysis of this Plan. Policy 3.3.3: During post-disaster recovery periods, after damaged areas and infrastructure requiring rehabilitation or redevelopment have been identified, appropriate Village departments shall use the post-disaster redevelopment plan to reduce or eliminate the future exposure of life and property to hurricanes; incorporate recommendations of interagency hazard mitigation reports; analyze and recommended to the Village Council hazard mitigation options for damaged public facilities; and recommend amendments, if required, to the Village Master Plan.	

Medley

Town of Medley Municipal Code of Ordinances	Enacted May 2014
Article V. Provisions for Flood Hazard Reduction	
Sec. 30-71. - General standards. In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions: (1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; (2) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces; (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage; (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage; (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;	

Town of Medley Municipal Code of Ordinances	Enacted May 2014
(6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems; (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters; (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this chapter shall meet the requirements of "new construction" as contained in this chapter; (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this chapter, shall be undertaken only if said non-conformity is not furthered, extended, or replaced; (11) All applicable additional federal, State of Florida, and local permits shall be obtained and submitted to the Floodplain Administrator along with the application for development permit. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to, the following: a. South Florida Water Management District: in accordance with Chapter 373.036 Florida Statutes, Section (2)(a)—Flood Protection and Floodplain Management; b. Department of Community Affairs: in accordance with Chapter 380.05 F.S. Areas of Critical State Concern, and Chapter 553, Part IV F.S., Florida Building Code; c. Department of Health: in accordance with Chapter 381.0065 F.S. Onsite Sewage Treatment and Disposal Systems; and (12) Standards for subdivision proposals and other new proposed development (including manufactured homes): a. Such proposals shall be consistent with the need to minimize flood damage; b. Such shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage; and c. Such proposals shall have adequate drainage provided to reduce exposure to flood hazards. (13) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction. (14) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.	

Miami

The City of Miami has a Division of Emergency Management that is responsible for coordinating disaster preparedness, response, recovery, and mitigation concerns for all City departments. This section creates, updates, and administers the City's Comprehensive

Emergency Management Plan (CEMP), which provides the blueprint for the City's response to all disasters whether natural or manmade. Every year the City exercises the CEMP by conducting a disaster exercise. The Division is composed of four branches, Hazard Mitigation and Disaster Recovery, FEMA Urban Search and Rescue (USAR), Urban Areas Security Initiative (UASI) Grant Administration, and Public Education. The Hazard Mitigation and Disaster Recovery branch is responsible for all-hazards preparedness, mitigation, and recovery. Activities include planning for a wide range of disasters, identifying projects that will mitigate the effects of disasters, and working towards recovery post-disaster.

The City has a full time Flood Plain Manager who is responsible for the implementation of the Community Rating System compliance and NFIP compliance. The City also has an Office of Sustainable Initiatives that is responsible for environmentally-focused projects, including but not limited to the creation of the City's Climate Action Plan, energy efficiency partnerships, and the adoption of green building initiatives.

The City of Miami has incorporated mitigation into their planning processes to include the following plans:

City of Miami Comprehensive Emergency Management Plan	March 2013
Policy III.B.1: City departments will enforce all public safety mandates of the Miami City Code to include land use management and building codes; and recommend to the Mayor and City Commission, legislation required to improve the "disaster resistance" of the community. Policy III.M.2: When an emergency/disaster has occurred or is imminent, the Mayor may declare a state of emergency, activating the emergency response, recovery, and mitigation aspects of the Miami CEMP that apply to the affected area. Policy III.P.2: Immediately after an incident, local jurisdictions respond using available resources and notify State response elements. As information emerges, they also assess the situation and the need for State assistance...At this point, an initial assessment is also conducted of losses avoided based on previous mitigation efforts. Policy III.P.9: As immediate response priorities are met, recovery activities begin. Federal and State agencies assisting with recovery and mitigation activities convene to discuss State needs. Policy III.P.11: Throughout response and recovery, mitigation staff at the JFO will examine ways to maximize mitigation measures in accordance with State hazard mitigation administrative plans.	
City of Miami Hurricane Plan	September 2014
Policy I.G.7: The responsibilities of the [Recovery Action Team (RAT)] are: • Oversee the recovery and reconstruction process and to serve as an advisory body to the City Manager. • Identify mitigation opportunities and identify recovery resources. • Ensure coordination of the recovery process. Attachment E.G.1: Receive and review damage reports and other analyses of post-disaster circumstances and to compare these circumstances with mitigation opportunities identified prior to the disaster in order to identify areas for post-disaster change and innovation. Where needed, the RAT may review alternative mechanisms for achieving these changes and recommend the coordination of internal and external resources for achieving these ends. Attachment E.G.3: Review damage reports and other analyses of post disaster circumstances and to compare these circumstances with mitigation opportunities and identify areas for post disaster development changes. Attachment E.I.2: Identify funding sources for mitigation and recovery projects including state and federal assistance programs, private-sector funding and public donations.	

City of Miami Comprehensive Emergency Management Plan	March 2013
Attachment E.J.RF [Recovery Function] #19 Mitigation: To prepare a post-disaster hazard mitigation plan that will define actions during the recovery period that help prevent repeated future losses and reduce the City's vulnerability to natural hazards.	
Miami-Fort Lauderdale UASI THIRA	December 2014
The Miami-Fort Lauderdale UASI THIRA addresses mitigation needs through the recovery and protection core capabilities.	
Miami-Fort Lauderdale Urban Area Security Strategy	December 2014
1. Purpose.Vision. Mission: Increase preparedness, prevention, protection, mitigation, response, and recovery capabilities within the Urban Areas and the Southeast Florida Region for all hazards, including terrorism. 1. Purpose. Effort. Based on the capability assessment and strategy review, implementation steps are included and updated under each core capability and linked to regional initiatives and activities intended to enhance the preparedness, prevention, protection, mitigation, response, and recovery capabilities of the South Florida metropolitan areas either by: • Current, proposed, or future funding to enhance or sustain a capability or capacity needed within the jurisdictions or the region; or, • By reference to existing capabilities where no enhancement is required or currently planned, but access to those capabilities is needed to fulfill the full range of preparedness, prevention, protection, mitigation, response and recovery actions for incidents of all types. Goal: Protect Critical Infrastructure & Key Resources, Objective: Physical Protective Measures, Step: Establish a joint CIP workgroup to include the private sector to set security goals, identify assets, systems and networks; assess risks and threats annually; implement protective programs; and measure the effectiveness of risk-mitigation efforts. Goal: Protect Critical Infrastructure & Key Resources, Objective: Risk Management for Protection Programs & Activities- State, regional, local, tribal and private sector entities, in coordination with Federal participation, identify and assess risks, prioritize and select appropriate protection, prevention, and mitigation solutions based on reduction of risk, monitor the outcomes of allocation decisions, and undertake corrective actions. Step: Implement and assess the risk management model within the region and develop a plan to implement appropriate risk mitigation strategies using UASI funds. Goal: Respond to Disasters- CBRNE, Objective: Infrastructure Systems, Step: Encourage and assist jurisdictions in developing or enhancing recovery and mitigation efforts and plans. Step: Maintain liaison with county Local Mitigation Strategy (LMS) coordinators. Step: Ensure that lifeline facilities are incorporated into mitigation and recovery planning. Goal: Recover from Terrorism & Other Disasters, Objective: Natural and Cultural Resources- Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with appropriate environmental and historical preservation laws and executive orders.	

Miami Beach

City of Miami Beach Stormwater Management Master Plan – Executive Summary	June 2010
ES.2 Program Goals and Objectives	
Objective No. 8: Provide recommendations for seawalls to mitigate the effects of sea level increases over the next 50 years. As a complement to the engineering evaluation, CDM Smith utilized the FEMA's Hazards United States (HAZUS) tool designed to estimate hazard-induced losses for use by federal, state, regional and local governments, and private enterprises in planning for risk mitigation, emergency preparedness, response and recovery. By using a standard FEMA tool, the City will benefit in the coordination of future activities related to flood proofing, grant assistance, and management of repetitive loss properties. The analysis, which was performed for South Beach, incorporated existing elevations, structure and land use data along with information from the detailed flood	

City of Miami Beach Stormwater Management Master Plan – Executive Summary	June 2010
model (SWMM). The HAZUS model generates an output that consists of a damage amount in dollars that is based on the percentage of total value loss a structure incurs during a flood event, like the statistically calculated once-in-5-year storm (5.9 inches of rainfall in 24 hours).	
Objective Number 8: Provide recommendations for seawalls to mitigate the effects of sea level increases over the 50 years; SWMMP Solution: Preliminary inspection and elevation standards for seawalls have been made with consideration of SLC, based on USACE guidance documents. A recommendation of a minimum seawall height of 3.2 ft NAVD provides a means to protect against projected spring tidal conditions over the next 50 years, based on intermediate SLC projections.	

Miami Gardens

The City of Miami Gardens incorporates mitigation actively through Drainage Improvement Projects. The City of Miami Gardens budgets \$100,000 per year for drainage improvement projects. This is shown in the Comprehensive Development Master Plan. The projects funded through this appropriation are tracked continually during the year. The City also continually seeks grant funds to assist in constructing drainage improvements, and leverages budgeted money as matches to increase the number of projects funded.

Drainage improvement projects are also tracked through the City's Stormwater Management Master Plan. This plan prioritizes projects based on need in the City, and their degree of flood protection and water quality improvement. The City tracks the projects by coordinating the yearly budget, the Stormwater Management Master Plan, and projects listed in the Local Mitigation Strategy working group.

A future goal of the City is to review the Stormwater Management Master Plan to update the priority projects, delete those projects completed, add projects as needed, and model the City again with the completed projects to determine future flood protection and stormwater quality needs. Another item in the City budget is drainage maintenance. This includes street sweeping, canal bank maintenance, litter control on land and in the surface waters, and mechanical and biological controls in the canals. These activities are considered mitigation in that they reduce potential obstructions in the event of a storm, and ensure capacity is present if a storm occurs.

City of Miami Gardens' Comprehensive Development Master Plan	December 2006
Future Land Use Element	
Objective 2.6: Land Use Compatibility The City shall ensure that the land development regulations contain criteria to mitigate negative impacts that incompatible land uses may have on the neighboring areas.	
Objective 2.12: Hazard Mitigation and Disaster-Preparedness Coordinate the City's Emergency Response Plan with Miami-Dade County and State of Florida to address hazard mitigation and disaster-preparedness for the safety of residents and property in Miami Gardens. Policy 2.12.1: The City Public Works Department and City Manager's office shall coordinate with the Miami Dade County Emergency Management Operations Center for the safety of its citizens. Policy 2.12.2: The Public Works Department shall prepare a City Emergency Response Plan to appropriately address emergency/hazard/disaster mitigation program for the safety of Miami Gardens' residents.	

City of Miami Gardens' Comprehensive Development Master Plan	December 2006
Policy 2.12.3: Coordinate with Miami-Dade County in developing and implementing an Action Plan if necessary, to address flood protection, storm damage precautions Policy 2.12.4: The City's Emergency Response Plan shall include but not be limited to an incident command system structure, delegation of responsibilities for incidents, a medical procedure and materials plan, outreach to the community through identified forums and public information systems, and post disaster mitigation plans that includes designated debris sites and personnel needs.	

Miami Lakes

Town of Miami Lakes Comprehensive Plan	2011
Land Development Element	
Policy 1.2.4: Develop a code enforcement system in the new Code that is proactive in ensuring that the high standards, which are the hallmark of Miami Lakes, are maintained, and the personnel are very responsive to resident and business owner inquiries. In addition, ensure that the system allows for the mitigation and/or correction of adverse nuisance impacts, such as noise, odor and/or dust, on residential neighborhoods caused by any existing commercial and industrial operations.	
Future Land Use Element	
Objective 1.6: Hazard Mitigation and Disaster Preparedness Coordinate with Miami-Dade County and the State of Florida in addressing the hazard mitigation and disaster-preparedness needs of Miami Lakes, and encouraging the elimination and/or reduction of land uses inconsistent with the recommendations of any public agencies charged with managing hazard mitigation and disaster-preparedness. Policy 1.6.1: Coordinate with Miami-Dade County in implementing the approved Local Mitigation Strategy, in assessing the vulnerability of governmental, medical and public safety sites and structures in the Town to storm damage, and develop an action plan, if necessary, to address wind stability and flood protection for key buildings.	
Conservation Element	
Policy 6.7.1: Wetlands that are to be protected will be identified based on the type of wetland, function, size, conditions/location, and overall resource value. These wetlands shall be used for purposes that are compatible with their natural values and functions, and land development regulations shall be adopted to provide these areas with the maximum feasible protection, by using such tools as compensatory wetland mitigation and dedication of conservation easements for preserving open space. All development with the potential to impact wetland areas shall be consistent with South Florida Water Management District regulations.	

Miami Shores

Hazard mitigation and disaster recovery is incorporated throughout the Miami Shores Coastal Management Element. The Miami Shores Village Hurricane Plan, 2014 outlines in detail the city and employee activities, duties and responsibilities to be conducted prior and after a hurricane event. The focus is on preparedness prior to a hurricane event and detailed recovery plan post hurricane event.

Miami Shores Coastal Management Element	November 2013
Objective 4: Direct population concentrations away from the coastal high hazard areas, hurricane vulnerability zone and limit coastal high hazard area, hurricane vulnerability zone infrastructure expenditures. Direct population concentrations away from the coastal high hazard areas, hurricane vulnerability zone and limit the expenditure of Village funds on infrastructure within the Coastal High Hazard Area, hurricane vulnerability zone if such infrastructure would have the effect of directly subsidizing development which is significantly more intensive than authorized by this Plan. [9J-5.012 (3) (b) 5 and 6] The Coastal High Hazard Area is defined as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Monitoring and Evaluation: Annual record of Village actions to direct away or reduce the population of the hurricane vulnerability zone.	
Policy 4.1: The Village shall restrict development in accordance with the Future Land Use Map of the plan. It is the legislative judgment of the Village that the Future Land Use Map provides the most appropriate way to limit development in the coastal high hazard areas, hurricane vulnerability zone consistent with reasonable property rights and long-established land use patterns. [9J-5.012 (3) (c) 9]	
Policy 7.2: The Village shall monitor the need for drainage system improvements.	
Policy 7.3: The Village shall design infrastructure with due consideration to the potential rise in sea level.	
Policy 7.4: The Village shall deny any Future Land Use Map density increases in the hurricane vulnerability zone.	
Objective 8: Hazard mitigation. In general, the Village shall regulate development so as to minimize and mitigate hazards resulting from hurricanes. In particular, the Village shall ensure that all construction and reconstruction complies with applicable regulations designed to minimize hurricane impact on buildings and their occupants. Monitoring and Evaluation: Record of participation in Miami-Dade County Emergency Preparedness meetings, activities and programs. Annual record of development permits issued in the hurricane vulnerability zone, demonstrating the application of specific standards that result in a reduction in the exposure of human life and property to natural disasters	
Coastal Management Element	November 2013
Policy 11.2: The Land Development Code shall be amended to require Special Approval for the repair or replacement of hurricane damaged buildings in the FEMA VE Velocity Zone. The criteria for granting such approval shall be as follows: 1) repair or replacement shall be authorized for principal buildings and their associated accessory buildings and structures when the principal building suffers minor or major damage; and 2) repair or replacement shall be authorized for principal buildings and their associated accessory buildings and structures when the principal building is destroyed provided that the setback from the FEMA VE Zone is the maximum possible consistent with the authorized floor area, other setback requirements and reasonable design standards, but in no case less than 15 feet from the seawall, and provided further that the applicable requirements of Policy 11.3 are also met.	
Policy 11.3: The Land Development Code shall be amended to require Special Approval for the repair or replacement of hurricane damaged buildings in the Hurricane Vulnerability Zone (east of Biscayne Boulevard). The criteria for granting such approval shall be as follows: 1) repair shall be authorized for principal buildings and their associated accessory buildings and structures when the principal building suffers only minor damage; 2) repair or replacement shall be authorized for principal buildings and their associated accessory buildings and structures when the principal building suffers major damage or is destroyed, provided that the resulting buildings fully meet the Florida Building Code and all requirements of the Miami Shores Village land development code and provided further than ground floor elevations conform with the FEMA map. Historic buildings shall be exempt from this policy.	

Miami Springs

City of Miami Springs Comprehensive Plan	March 2012
Future Land Use Element	
Objective 1.6: Hurricane Evacuation Coordinate future land uses by encouraging the elimination or reduction of land uses which are inconsistent with applicable interagency hazard mitigation report recommendations and enhance the efforts of the Miami-Dade Office of Emergency Management by providing it with all relevant information. This objective shall be measured by implementation of its supporting policies. Policy 1.6.1: The City shall regulate all future development within its jurisdiction in accordance with the Future Land Use Map. It shall also consider the most current Interagency Hazard Mitigation Team Report as part of the development regulations. The City shall periodically review and revise the Future Land Use Map in light of future interagency hazard mitigation reports in order to reduce or eliminate uses which are inconsistent therewith.	

North Bay Village

City of North Bay Village Comprehensive Plan	March 2009
Future Land Use Element	
Policy 2.2.9: Require property owners who lease berths to houseboat owners to provide a storm emergency plan to mitigate damage to public waterways during and after storm events and require such owners to demonstrate the financial capability to remove sunken or damaged houseboats and houseboat debris from the public waterways subsequent to storm events in which such damage may occur.	
Transportation Element	
Policy 3.2.5: Require that new development and redevelopment plans identify, by means of a traffic-way impact study, and mitigate any negative impacts the plans may have upon streets and walkways to ensure the maintenance of levels of service and safety within the City. Mitigation shall be mandatory to the extent that a development or redevelopment contributes to the identified impact. No development or redevelopment plan shall be permitted without an approved traffic-way impact study and mitigation plan. Policy 3.3.2: The City shall require all potential development on the Kennedy Causeway to demonstrate that the anticipated traffic impact will not cause the Causeway to fall below the required Level of Service, or to mitigate any impacts to maintain or improve the required Level of Service.	
Coastal Management Element	
GOAL: Protect human life and the environment and limit destruction in areas subject to natural disaster through implementation of hazard mitigation strategies. Policy 8.5.2: The City shall inventory and identify all reimbursable improvements in the coastal area eligible for funding under provisions of the Federal Disaster Assistance Plan and include this information in the City's local mitigation strategy plan. Policy 8.8.3: The Recovery Task Force shall review and decide upon emergency building permits; coordinate with Miami-Dade County, State and Federal Officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; develop are development plan; and recommend amendments to the City's Comprehensive Plan, Miami-Dade County Hurricane Procedure Plan, and other appropriate policies and procedures. Policy 8.8.5: The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or other reports prepared pursuant to Section 406 of the Disaster Relief Act of 1974 (PL93-288). Policy 8.8.7: Structures which suffer recurring damage to pilings, foundations, or load-bearing walls shall be required to rebuild landward of their current location to modify the structure to structurally enhance the structure, institute other mitigation measures, or delete the areas most prone to damage.	

North Miami

City of North Miami EAR-Based Comprehensive Plan	December 2007
Future Land Use Element	
Policy 1.8.1: The City shall coordinate with the Miami-Dade County and the South Florida Regional Planning Council in implementing the approved Local Mitigation Strategy, by assessing the vulnerability of governmental, medical and public safety sites and structures in the City to storm damage, and in developing an action plan, if necessary, to address wind stability and flood protection for key buildings. Policy 1.8.5: All proposed large-scale amendments to this Comprehensive Plan and/or zoning applications shall be evaluated for their impact on hurricane evacuation routes and times, and effect on currently available off-site shelter capacities. Roadway improvements and shelter improvements shall be required, if deemed necessary, to mitigate negative impacts and phased with new residential development.	
Housing Element	
Policy 3A.4.5: The City shall continue to pursue and maintain funding for the Disaster Mitigation/Recovery Strategy Program to assist with post-disaster repairs and encourage the timely repair of homes damaged as a result of disaster activity.	
Coastal Management Element	
Objective 5A.2: The City shall implement programs and policies in conjunction with Miami-Dade County to protect residents and business from disasters and mitigate hazards. Policy 5A.2.2: As part of on-going monitoring and updating procedures, the City shall ensure that all applicable provisions of the hazard mitigation annex of the Miami-Dade County Emergency Operations Plan, and the Miami-Dade County Local Mitigation Strategy (LMS) are incorporated and/or addressed in local hazard mitigation procedures. Policy 5A.2.4: The City shall implement the provisions included in the Local Mitigation Strategy to provide for debris clearance as well as immediate repair and replacement of public infrastructure required to protect public health and safety. Policy 5A.2.10: The City shall promote and educate the public on strengthening their structures against natural disasters by promoting the hardening of structures in accordance with the Florida Comprehensive Hurricane Damage Mitigation Program (My Safe Florida Home). Policy 5A.3.3: The City shall relieve deficiencies identified in the hurricane evacuation analysis and endeavor to integrate regional and local preparation and evacuation procedures into the City's hazard mitigation measures. Policy 5A.4.2: Incorporate recommendations found in interagency hazard mitigation reports into the comprehensive plan and post-disaster redevelopment plan. Policy 5B.2.4: Institute marina siting criteria that address existing protective status of ownership, hurricane contingency planning, protection of water quality, water depth, availability of upland support services, land use compatibility, environmental disruptions and mitigation actions, availability for public use, and economic need and feasibility.	
Conservation Element	
Objective 6B.1 Through the permitting process continue to preserve and maintain identified wetlands and water quality from the impacts of new development or redevelopment. Monitoring and Evaluation: • The City shall evaluate its permitting process to ensure that proof of mitigation is obtained prior to the release of building permits. Policy 6B.1.1: The City shall deny permit applications for new development or redevelopment projects which may adversely impact existing wetlands and water quality or quantity until satisfactory mitigation and protection measures are performance bonded by the developer. Policy 6B.2.4: The City shall continue to provide education programs to educate residents about the polluting effect on the Bay and other natural bodies of water in the City, of run-off containing grass clippings, lawn fertilizers, and other similar type material, and present techniques that can be implemented by residents to mitigate	

City of North Miami EAR-Based Comprehensive Plan	December 2007
this problem. In addition, the City shall continue to coordinate with the SFRPC's Strategic Regional Policy Plan (Policy 14.14 and 14.17) to educate the public.	

North Miami Beach

The City of North Miami Beach is responsible for natural disaster preparedness and emergency management that is addressed in the Comprehensive Plan. This includes response, recovery, and mitigation procedures that are acknowledge throughout all City departments. The City has a Certified Floodplain Manager that administers the Community Rating System (CRS) to reduce flood damage to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management.

The primary duties of the Building Official shall be to intake and process permit applications and associated fees; ensure permits are routed for flood elevation review; conduct the review of building permit applications for compliance with structural and technical code requirements for flood-proofing and resistance of combined dynamic, hydrostatic and wind loads; and provide backup certified personnel as needed to assist in the flood elevation review. These duties may be clarified, and other duties may be assigned in memoranda of understanding or in interdepartmental procedures for the administration of the National Flood Insurance Program and Article X of the City North Miami Beach Ordinance (SUBDIVISION AND FLOODPLAIN STANDARDS). The Building Official ensures that of record of the actual elevation, in relation to mean sea level, of the lowest floor, including basement, of all new or substantially improved structures, flood proof from a registered professional engineer or architect, helps maintain all records pertaining to the provisions of this section and keep them open for public inspection and keeps a file of as-built drawings.

Interagency Coordination: The City Building Official and Director of Public Services are hereby appointed to assist and cooperate with the Director of Community Development or designee in carrying out the requirements of the National Flood Insurance Program, and in the administration of this article. The Director of Community Development shall develop interagency memoranda of understanding and procedures which shall describe the duties and responsibilities of each agency involved in the administration of this article. The Director of Public Services, the Building Official, and the Chief Code Enforcement Officer of the City shall cooperate with the Director of Community Development in the creation of memoranda of understanding and interdepartmental procedures which shall be approved by the City Manager. Each agency shall properly execute its duties and responsibilities as set forth in this article and in the memoranda of understanding and published procedures. In the absence of any interdepartmental guidance regarding any particular incident or program action, the Director of Community Development shall direct immediate or interim action to be taken when time is of the essence, which direction may be reviewed and amended by the City Manager.

The Police Department's Crime Prevention Division has a Community Emergency Response Team (CERT) that receives special training for the purpose of enhancing their ability to recognize, respond to, and recover from a major emergency or disaster situation. The CERT basic training that is offered at the City of North Miami Beach's Police Department, issues a training course that helps residents identify hazards that affects the home, workplace, and neighborhood. The program helps to understand the function of CERTs and their roles in immediate disaster response. For example, the course utilizes prevention techniques such as basic fire suppression strategies and fire safety measures in order to eliminate natural and man-made disasters.

The City of North Miami Beach has incorporated mitigation into their planning processes to include the following plans:

City of North Miami Beach's Comprehensive Plan	April 26, 2010
Future Land Use Element	
Objective 1.2: Detail a redevelopment strategy for potential redevelopment areas, including those cited in this plan (see Map 1.16, Volume Four). Redevelopment could include Future Land Use Map designation changes as necessary to facilitate enhancement of these areas. Policy 1.2.18: The City should encourage the use of Crime Prevention Through Environmental Design (CPTED) standards in the redevelopment of the City and formalize these standards within the Zoning and Land Development Code, enhancing the safety of the City by limiting design factors which abet crime.	
Objective 1.3: Encourage elimination of uses incompatible with this land use plan. Policy 1.3.4: Continue to regulate the use of land in the flood zones in accordance with FEMA requirements and the Land Development Regulations, including not permitting variances from required finished floor elevations. Continue to implement programs and procedures which improve FEMA's Community Rating System score for the City in order to reduce the cost of homeowner's insurance by 5% annually. Continue to annually reduce the number of existing structures which do not comply with these requirements and regulations.	
Objective 1.4: Ensure reasonable protection of natural resources and environmentally sensitive land as new development occurs. Policy 1.4.1: Continue to enforce the Oleta River overlay zoning district to achieve maximum reasonable protection of the natural waterfront habitat as development applications are reviewed. Policy 1.4.2: The City shall protect and maintain natural resources and environmentally sensitive lands through the implementation of this comprehensive plan and the land development regulations. Policy 1.4.3: Coordinate the City's land uses, development, and redevelopment activities with the South Florida Water Management District's Biscayne Bay Surface Water Improvement Plan.	
Objective 1.5: The City shall coordinate with Miami-Dade County, the South Florida Regional Planning Council and the State of Florida in evaluating the impacts of development and redevelopment on hurricane evacuation clearance times, structural integrity, and disaster-preparedness needs. Policy 1.5.3: The City shall coordinate with the Miami-Dade County and the South Florida Regional Planning Council in implementing the approved Local Mitigation Strategy by: assessing the vulnerability of governmental, medical and public safety sites and structures in the City to storm damage, and; developing an action plan, if necessary, to address wind stability and flood protection for key buildings. Policy 1.5.4: The City shall continue to work with Miami-Dade County to ensure that City employees are well-trained in the programs, procedures and policies required during a disaster emergency and the longer-term post-disaster redevelopment process. Policy 1.5.5: The City shall evaluate all proposed large-scale amendments to the Comprehensive Plan and/or zoning applications to determine their impact on hurricane evacuation routes and times, and affect on currently	

City of North Miami Beach's Comprehensive Plan	April 26, 2010
available off-site shelter capacities. Roadway improvements and shelter improvements shall be required to mitigate negative impacts, if deemed necessary, and phased with new residential development.	
Infrastructure Element	
Objective 1.1: Continue to provide new or improved sewer collection, drainage and/or potable water systems in accordance with the Capital Improvements Schedule, as it is annually updated.	
Policy 1.1.2 : The City shall continue its drainage improvement program and continue the supporting catch basin cleaning program so that adequate street drainage can be achieved and maintained.	
Objective 1.4: Protect the City's natural drainage and recharge areas by retaining all existing lakes and prohibiting any new development with 100 percent impervious coverage.	
Policy 1.4.1: Through land development code techniques, protect the existing lakes and assure adequate pervious areas in conjunction with new development.	
Coastal Management Element	
Objective 1.1: Continue to achieve zero (0) net loss of the 2,000 linear feet of natural areas bordering the estuarine areas in the City.	
Policy 1.1.2: As developers apply for permits on the few remaining waterfront sites, the City, in coordination with Miami-Dade County's Shoreline Review Committee when necessary, shall carefully review site plans in order to minimize impacts upon the natural waterfront (and thus the estuary and wildlife), particularly their drainage and tree protection plans; a waterfront zoning overlay district may, in some cases, require mitigation of disturbed natural features through the planting, rip-rap replacement of seawalls, etc. For aesthetic and consistency reasons, seawalls shall continue to be the required shoreline stabilization method for residential areas in Eastern Shores.	
Objective 1.3: Achieve a net increase in the environmental quality of the estuary; see policies for measurability.	
Policy 1.3.1: City officials shall coordinate with appropriate local, regional and state agencies to monitor the commercial marinas and assure avoidance of pollution sources by reporting any violations to those agencies. The City shall also assure review of any proposed marina, coastal drainage project, or waterfront development by the County Shoreline Development Review Committee and Florida DEP to assure conformance with the Biscayne Bay Surface Water Improvement and Management (SWIM) Plan (South Florida Water Management District, 1994).	
Policy 1.3.2: Continue the City's street drainage improvement projects in order to minimize pollution from stormwater run-off; take special care in reviewing drainage plans for private development projects located near waterways to assure that adequate on-site retention is provided	
Policy 1.3.3: Annually review the development code to assure adequate protection is provided against negative impacts that may result from potential new uses in the coastal area and in any flood hazard areas.	
Policy 1.3.5: The City, through its regulatory processes and coordination with appropriate agencies, shall limit specific and cumulative impacts of development or redevelopment upon wetlands water quality, water quantity, surface water runoff, and exposure to natural hazards, wildlife habitat, and living marine resources.	
Objective 1.4: The amount of shoreline devoted to water dependent and water related uses shall be maintained at 3,500 linear feet along the Oleta River system and Snake Creek Canal or increased in conformance with the criteria in the following policies. Note that North Miami Beach has very limited vacant privately owned frontage on the estuary.	
Policy 1.4.1: Existing water dependent uses and new water dependent uses (i.e., uses which cannot exist or occur without estuarine association) should be maintained and should be regulated through zoning policies which insure environmental compatibility. New uses which increase access or preserve and protect shoreline resources should be encouraged.	

City of North Miami Beach's Comprehensive Plan	April 26, 2010
Policy 1.4.7: Acquire natural areas and natural habitat for conservation through County, State, or Federal Grants if possible.	
Objective 1.6: The City shall enforce the minimum floodplain management regulations of the Federal Emergency Management Agency (FEMA) and the City's Floodplain Standards Ordinance for new and substantially improved buildings. Policy 1.6.4: The City shall continue to participate in the Community Rating System (CRS) and the National Flood Insurance Programs (NFIP), and distribute information relative to its provisions. Policy 1.6.5: In an effort to minimize flood insurance premium rates for North Miami Beach residents, the City shall endeavor to maintain or improve its Class 8 rating to a Class 7 or better by performing floodplain management activities that exceed the minimum NFIP requirements of the Community Rating System. Policy 1.6.6: To prevent further additions to the list of Repetitive Loss (RL) properties published by FEMA, the City shall remain committed to working on eliminating RL properties within the City to a point that qualifies as a category A or B Community. Policy 1.6.7: The City shall continue to enforce Chapter XXIV Zoning and Land Development Code, in an effort to eliminate an increase in the number of RL properties. Policy 1.6.8: The City should attempt to promote the acquisition, or retrofit of RL properties. Policy 1.6.9: The Coastal High Hazard Area is defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The Coastal High Hazard Area is identified on the Future Land Use Map.	
Objective 2.1: The City shall maintain or mitigate the impacts of development on the prescribed hurricane evacuation clearance times identified in the South Florida Regional Planning hurricane evacuation model update. Policy 2.1.2: Continue to cooperate with Miami Dade Police and the County Fire Department's Office of Emergency Management, the Red Cross and FEMA through evacuation planning meetings and policies, and in other ways conform to the Metro-Dade Emergency Operations Plan for a Hurricane. Policy 2.1.3: In order to reduce the potential for loss of life and severe property damage, encourage the reduction of densities and intensities in areas likely to be inundated by flooding resulting from hurricane surge as shown by Map 5.3, Volume Four, implement a building code consistent with FEMA requirements, and when possible through grant funding eliminate the potential for increased residential and urban densities in those areas by purchasing such lands for use as public open space and shoreline access. Policy 2.1.4: The City shall participate in regional solutions that aim to reduce overall evacuation clearance times. Policy 2.1.5: The City shall address deficiencies identified in the hurricane evacuation analysis and endeavor to integrate regional and local preparation and evacuation procedures into the City's hazard mitigation measures.	

City of North Miami Beach's Comprehensive Plan	April 26, 2010
Coastal Management Element continued	
Objective 2.2: The City of North Miami Beach shall provide immediate response to post-hurricane situations in concert with a post-disaster redevelopment plan, which will reduce or eliminate the exposure of human life and public and private property to natural hazards. Measure: This objective shall be measured by progress in implementing its policies. Policy 2.2.3: The Recovery Task Force shall include the City Manager, Police Chief, Emergency Management Director, Community Development Director, Development Services Director, Building Official, Public Services Director, Parks & Recreation Director and other City staff members as directed by the City Council. Staff shall be provided by the departments whose directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibility under Policy 2.2.6. Policy 2.2.4: The Recovery Task Force shall review and decide upon emergency building permits; coordinate with Miami-Dade County, State and Federal Officials to prepare disaster assistance applications; analyze and recommend to the City Council hazard mitigation options including reconstruction or relocation of damaged public facilities; develop a redevelopment plan; and recommend amendments to the comprehensive plan, Miami-Dade County Hurricane Procedure Plan and other appropriate policies and procedures. Policy 2.2.5: Immediate repair and clean-up actions needed to protect the public health and safety include repairs to potable water, wastewater and power facilities; removal of building and/or vegetable debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable such as minor roof repairs and other weatherproofing/security measures. These actions shall receive first priority in permitting decisions. Long-term development activities shall be postponed until the Recovery Task Force has completed its tasks. Policy 2.2.6: The Recovery Task Force shall propose comprehensive plan amendments which reflect the recommendations in any interagency hazard mitigation reports or other reports prepared pursuant to Section 406 of the Disaster Relief Act of 1974 (PL93-288). Policy 2.2.7: If rebuilt, structures which suffer damages in excess of fifty (50) percent of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure. Policy 2.2.8: Repair or reconstruction of the existing seawalls within the City shall be done using only pre-fabricated concrete or cement, which may be augmented at the base only by decorative material (rip-rap), shall be similar in height and appearance to adjoining lots, pursuant to the Land Development Regulations. Policy 2.2.9: Following a natural disaster and prior to the implementation of long-term redevelopment, the City shall do the following: Based upon the damage assessment report prepared by the Miami-Dade Public Works Department, the City shall consult with its Public Services officials and consultant engineer to evaluate options for damaged public facilities including abandonment, repair in place, relocation and repair with structural modification, to determine the most strategic approach to long-term development. The evaluation shall include, but not be limited to, issues pertaining to damage caused by natural disaster, cost to construct repairs, cost to relocate, cost to structurally modify, limitations of right-of-way, and maintenance costs.	
Objective 2.4: The City's Emergency Preparedness Committee shall review its hurricane preparation plans and post-disaster redevelopment plans annually to insure that risks are mitigated to the furthest extent possible and that its plans are in conformance with the most recent Objectives and Procedures developed by the Miami-Dade County Evacuation Planning Task Force. The City shall annually review its Hurricane Procedures in March of each year Policy 2.4.1: Continue to enforce building codes, floodplain regulations, design criteria, and zoning regulations established to protect new structures, reduce redevelopment costs, and mitigate hurricane hazards. Policy 2.4.2: Zoning district boundaries and land development regulations shall be maintained or revised as necessary to insure that no new hospitals or mobile homes that do not meet the criteria for manufactured housing are constructed in the coastal area.	
Objective 2.6: The City shall take measures towards hurricane preparation, hazard mitigation and plan for post-disaster redevelopment.	

City of North Miami Beach's Comprehensive Plan	April 26, 2010
Policy 2.6.2: Encourage public awareness and education regarding appropriate responses to a variety of emergencies as feasible and appropriate utilizing such mechanisms as websites, public access television stations, and newsletters. Policy 2.6.3: Coordinate with the County to ensure the availability of emergency shelter for residents required to evacuate areas adversely affected by natural disasters. Policy 2.6.4: Work with the South Florida Regional Planning Council in its role as the region's Economic Development District Coordinator to seek hazard mitigation funding from the U.S. Department of Commerce, Economic Development Administration to fund the organizational and training activities of the Business Disaster Mitigation and Recovery Assistance Program. Policy 2.6.5: Consider reducing building permit application fees for disaster resistant shutters, doors, windows, and roof clips for businesses participating in the Business Disaster Mitigation and Recovery Assistance Program Policy 2.6.6: The City shall ensure that all applicable provisions of the hazard mitigation annex of the Miami-Dade County Emergency Operations Plan, and the Miami-Dade County Local Mitigation Strategy (LMS), are incorporated and/or addressed in local hazard mitigation procedures. Policy 2.6.7: The City shall monitor problems and life-threatening situations resulting from natural disaster events and take the necessary steps to ensure that the potential for such problems and situations are minimized in the future. Policy 2.6.8: The City shall implement the Local Mitigation Strategy and Post-Disaster Redevelopment Plan to provide for debris clearance as well as immediate repair and replacement of public infrastructure required to protect public health and safety. Policy 2.6.9: The City shall make every effort to support and implement the initiatives and projects listed in the Local Mitigation Strategy, including both countywide initiatives and the proposed hazard mitigation projects located in the City. Policy 2.6.10: The City will promote the hardening of structures to increase resistance against natural disasters pursuant to the Florida Comprehensive Hurricane Damage Mitigation Program (My Safe Florida Home).	
Conservation Element	
Objective 1.2: Continue to pursue drainage practices and programs that minimize ground and surface water pollution, including pollution to the Biscayne Aquifer; experience no increase in the amount of properties, developments, or facilities polluting ground water or surface water as the result of non-implementation of such practices and programs. Measure: Number of properties developed or redeveloped without technical review insuring that proposed drainage at the site minimizes ground and surface water pollution. Policy 1.2.1: Continue to make street drainage improvements City-wide.	
Objective 1.3: Protect existing rare or threatened vegetative communities, natural ecosystems, listed animal species and their habitat, sensitive soils, and estuarine communities against any further degradation. Achieve 0 net loss of the 2,000 lineal feet of natural shoreline bordering the estuary. Policy 1.3.4: Further landscape and extend the linear park along the Snake Creek Canal in an effort to assist wildlife and riverine habitat conservation, including the removal of invasive, nuisance vegetation. Policy 1.5.6: Continue to restrict activities known to adversely affect endangered and threatened wild life, and require mitigation measures for activities impacting native vegetative communities.	
Objective 1.6: The City shall seek to reduce greenhouse gas emissions to the maximum extent feasible and conserve energy resources. In developing the 2012 Evaluation and Appraisal Report and associated amendments, the City shall establish and adopt a percentage goal for greenhouse gas reduction consistent with Miami-Dade County's greenhouse gas reduction goal. Measure: The number of specific programs initiated to reduce greenhouse gas emissions, percentage reduction of greenhouse gas emissions, acres of mixed use development as a percentage of total development, and the estimated reduction of vehicle miles travelled as a result of these efforts.	

City of North Miami Beach's Comprehensive Plan	April 26, 2010
Policy 1.6.2: The City shall require low impact development techniques and green building standards that reduce the negative environmental impacts of development and redevelopment by: reducing building footprints to the maximum extent feasible, and locating building sites away from environmentally sensitive areas; promoting the preservation of natural resources; providing for on-site mitigation of impacts (i.e. retention and treatment of stormwater runoff, water reuse, Master Stormwater Management Systems); promoting energy conservation through design, landscaping and building techniques (i.e. solar power, increased tree canopies); promoting water conservation through landscaping and building design; ensuring environmentally friendly building practices (i.e. use of environmentally friendly building materials, recycled materials), and; considering the development and implementation of a green building certification program, with associated regulations, incentives and standards.	

Opa-locka

Opa-locka Code of Ordinances	Adopted October 2014
Article VI Flood Damage Protection	
Sec. 7-75. - Purpose. This article is to insure the continued availability of flood insurance through the National Flood Insurance Program; to comply with federally imposed requirements; and to protect the public health, safety and general welfare, by minimizing flood losses in the flood hazard areas of the City of Opa-locka, and to require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction and substantial improvement; control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters; control filling, grading, dredging and other development which may increase erosion or flood damage, and; to insure that potential home buyers are notified that property is in a flood area.	
Sec. 7-78. - Standards for development within special flood hazard (SFH) areas. (a) No new construction and substantial improvement of any residential structure or manufactured home shall be permitted in SFH Areas, and no development permit referred to in section 7-77 of this chapter shall be issued therefore, unless said new construction and substantial improvement has the lowest floor (including basement) elevated to or above the regulatory flood (100-year flood) elevation. Electrical, plumbing, air conditioning and other attendant utilities must be constructed, designed, and/or located so as to prevent water from entering or accumulating within their components during conditions of flooding. (b) No new construction and substantial improvement of any nonresidential structure shall be permitted in SFH Areas, and no development permit referred to in section 7-77 of this chapter shall be issued therefore, unless said development has the lowest floor (including basement) elevated to or above the level of the base flood (100-year flood). If the lowest permitted floor level of such nonresidential structure (including basement) is below the regulatory flood level then such nonresidential structure together with attendant utility and sanitary facilities shall be flood-proofed to one (1) foot above the level of the base flood; provided that the lowest floor level of such nonresidential structure (including basement) shall be not more than ten (10) feet below the base flood level. Where flood proofing is utilized for a particular structure, a registered professional engineer or architect shall certify that the floodproofing methods are adequate to withstand the flood depth, pressures, velocities, impact and uplift forces associated with the base flood, and a record of such certificates indicating the specific elevation (in relation to mean sea level) to which such structure is floodproofed shall be maintained with the designated official. (c) All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks, in substantially improved manufactured home parks, shall meet all of the requirements for "new construction", including elevation in accordance with section 7-78(a) and anchoring requirement of section 7-77(c)(2).	

Opa-locka Code of Ordinances	Adopted October 2014
(d) All manufactured homes placed, or substantially improved in an existing manufactured home park or sub division shall be elevated so that: (1) The lowest floor of the manufactured home is elevated no lower than the base flood elevation; or (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, of no less than thirty-six (36) inches in height above grade. (3) The manufactured home shall be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement. (4) In an existing manufactured home park or subdivision in which a manufactured home has incurred "substantial damage as the result of a flood, any manufactured home placed or substantially improved shall meet the standards of section 7-78(a) and 7-77(3). (e) All recreational vehicles placed within this area shall either: (1) Be on site for fewer than one hundred eighty (180) consecutive days; (2) Be fully licensed and ready for highway use; or (3) The recreational vehicle shall meet all the requirements for new construction, including anchoring and elevation requirements of section 7-78(c). (4) Be on the site for fewer than one hundred eighty (180) consecutive days. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached structures. (f) Elevated buildings. New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundations and other exterior walls below the lowest floor shall be designed to preclude finished living space except allowable uses (i.e. parking, limited storage and building access) and shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Designs for complying with this requirement must either meet or exceed the following minimum criteria or be certified by a professional engineer or architect: (1) Provide a minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding; (2) The bottom of all openings shall be no higher than one (1) foot above grade; and (3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions; Electrical, plumbing, air conditioning and other utility connections must be constructed, designed, and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door), (standard exterior door), or entry to the living area (stairway or elevator); the interior portion of such enclosed area shall not be finished or partitioned into separate rooms or air conditioned. (g) Notify, in river line situations, adjacent communities and the Florida NFIP Coordinating Office to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA; (h) The flood carrying capacity within the altered or relocated portion of any watercourse shall be maintained. <i>(Ord. No. 12-09, § 2, 4-11-12)</i>	

Palmetto Bay

Palmetto Bay is joining the Community Rating System program and integrating additional activities to benefit their residents by reducing the risks of flooding. The FY 2104-2015 Budget contains budgeting for canal drainage systems and for on-going preventative maintenance to maximized the efficiency of the system and reduce roadway ponding and flooding.

Village of Palmetto Bay Comprehensive Plan	March 2015
Future Land Use Element	
Objective 1.6 <u>Coastal High Hazard and Disaster Preparedness</u> Coordinate with Miami-Dade County and the State of Florida in addressing the land use planning, evacuation, structural integrity, and disaster-preparedness needs of Palmetto Bay. Policy 1.6.2 Coordinate with Miami-Dade County in implementing the approved Local Mitigation Strategy, by assessing the vulnerability of governmental, medical, and public safety sites and structures in the Village to storm damage, and in developing an action plan, if necessary, to address wind stability and flood protection for key buildings.	
Coastal Management Element	
Objective 5.3 <u>Flood Protection</u> The Village will reduce natural hazard impacts through compliance with federal Emergency Management Agency (FEMA) regulations and by targeting repetitive flood loss and vulnerable properties for mitigation. Objective 5.8 <u>Post Disaster Redevelopment and Hazard Mitigation</u> Coordinate with the Miami-Dade County Office of Emergency Management (OEM) to develop and implement post-disaster redevelopment and hazard mitigation plans that reduce or eliminate exposure of life and property to natural hazards towards the protection of health, safety, and welfare within the Village. Policy 5.8.2 The Village shall enforce applicable recommendations of post disaster hazard mitigation plans required under Section 405 of the Disaster Relief Act of 1974.	

Pinecrest

The Village of Pinecrest is currently working on a Stormwater Basin Master Plan to evaluate the existing stormwater infrastructure and look at the current Level of Service and identify and prioritize any problem areas. The Plan will model and look at current and future conditions for 24-hour, 2-year, 10-year, 25-year, 50-year and 100-year storm events including consideration for sea level rise. Pinecrest is also going through the process to become a Community Rating System Community.

Resolution 2011-63	2011
Resolution of the Village of Pinecrest, Florida Authorizing the Village Manager to execute an Interlocal Agreement with Other Municipalities Relating to the Green Corridor Property Assessment Clean Energy (PACE District.	
WHEREAS, pursuant to section 163.08, Florida Statutes, the improved property that has been retrofitted with energy-related qualifying improvements receive special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies; and ... WHEREAS, the Village Council wishes to enter into an interlocal agreement with the Town of Cutler Bay and other municipalities to participate in the District in order to provide financing for qualifying improvements as provided for in F.S. 163.08;	

South Miami

City of South Miami Comprehensive Plan	2010
Intergovernmental Coordination Element	
Policy 1.3.7 The City will coordinate with the emergency management program of Miami-Dade County y notifying the County of any current or future land use policies or population changes which would affect hurricane shelters or emergency evacuation routes. Policy 1.3.11 The City will participate with Miami-Dade County in the planning and implementation of the County's Hazard Mitigation Plan, as it impacts the City of South Miami.	
Future Land Use Element	
OBJECTIVE 4.4 <i>Preserve floodplain areas via floodplain management and limiting development within the Special Flood Hazard Area.</i> Policy 4.4.1 in coordination with the Transit-Oriented Development District, permit more intense development only in those areas which are located outside of the Special Flood Hazard Area. Policy 4.4.2 Building density and intensity may be transferred from areas within the Special Flood Hazard Area, in order to permit development within the Transit-Oriented Development District, while reducing the permitted intensities within the Special Flood Hazard Areas.	

Sunny Isles Beach

City of Sunny Isles Beach Comprehensive Plan	October 2000
Future Land Use Element	
Policy 3P: Applications for rezoning, zoning variances or subdivision approvals for all new development in areas subject to coastal flooding shall be reviewed for emergency evacuation, sheltering, hazard mitigation, and post-disaster recovery and redevelopment.	
Transportation Element	
Objective 3: Transportation Network Safety & Efficiency The City shall improve the safety, and efficiency of the City's roadway system through transportation system management (TSM) techniques, including: access management (Policies 3A-D), improved intersection operations (Policy 3E), traffic calming along residential streets (Policy 3F), mitigation by developers (Policy 3G), accident analysis (Policy 3H, 3I), and maintaining visibility for pedestrians, vehicles, and cyclists (Policy 3J).	

Surfside

Town of Surfside Comprehensive Plan	January 2010
Future Land Use Element	
Objective 7 : Coordination of population with hurricane evacuation plans: Coordinate population densities with the applicable local or regional coastal evacuation plan [9J-5.006 (3) (b) 5] and coordinate future land uses by encouraging the elimination or reduction of land uses which are inconsistent with applicable interagency hazard mitigation report recommendations [9J-5.006 (3) (b) 6]. This objective shall be measured by implementation of its supporting policies. [9J5.006 (3) (b) 5 and 6]. Policy 7.2: The Town shall regulate all future development within its jurisdiction in accordance with the goals and objectives of the "The Local Mitigation Strategy for Miami-Dade County and its Municipalities, Departments and Private Sector Partners" (June 2008). The Town shall periodically review and revise the Future Land Use	

Town of Surfside Comprehensive Plan	January 2010
Map in light of future interagency hazard mitigation reports in order to reduce or eliminate uses which are inconsistent therewith. Policy 5.5: Consideration for the relocation, mitigation or replacement of any of the existing infrastructure in the Coastal High Hazard Area, as may be deemed appropriate by the Town, shall be coordinate with the state when state funding is anticipated to be needed for implementation of the project. al Management Element Policy 6.5: The Town shall adopt a Comprehensive Emergency Management Plan in order to prepare for, respond to, recover from and mitigate potential hazard by December 2011.	
Objective 11: Hazard mitigation In general, the Town shall regulate development so as to minimize and mitigate hazard resulting from hurricanes. In particular, the Town shall ensure that all construction and reconstruction complies with applicable regulations designed to minimize hurricane impact on buildings and their occupants. Policy 11.5: The Town shall continue to enforce regulations and codes which provide for hazard mitigation, including but not limited to, land use, building construction, placement of fill, flood elevation, sewer, water and power infrastructure, and stormwater facilities. These regulations shall be applied to eliminate unsafe conditions, inappropriate uses and reduce hazard potentials. Policy 11.6: The Town shall increase public awareness of hazards and their impacts by providing hazard mitigation information to the public. Information shall address evacuation, sheltering, building techniques to reduce hazards as well as other hazard mitigation issues that could help prevent loss of life and property. Policy 11.9: The Town shall, as deemed appropriate, incorporate the recommendation of the hazard mitigation annex of the local emergency management plan and shall analyze and consider the recommendations from interagency hazard mitigation reports. Policy 11.10: The Town shall include criteria in the five (5) year schedule of Capital Improvement projects to include consideration for and prioritization for projects that are hazard mitigation initiatives.	

Sweetwater

City of Sweetwater Code of Ordinances	2015
Sec. 35-32. - Basis For Establishing The Areas of Special Flood Hazard	
The areas of special flood hazard identified by the Federal Emergency Management Agency in the flood insurance study (FIS) adopted by Miami-Dade County on July 21, 2009, with the accompanying maps and other supporting data, and any subsequent revisions thereto, are adopted by reference and declared to be a part of this chapter. The flood insurance study are on file at the Miami-Dade County Department of Planning and Zoning and the Department of Environmental Resources Management and the flood insurance rate maps are on file at the City of Sweetwater clerk's office that are available to the public.	
Sec. 35-82. Specific Standards	
In all A zones where base flood elevation data have been provided (zones AE, AI-30, A (with base flood elevation), and AH), as set forth in section 35-32, the following provisions, in addition to those set forth in section 35-81, shall apply: (1) <i>Residential construction.</i> All new construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, there must be a minimum of two openings on different sides of each enclosed area sufficient to facilitate automatic equalization of flood hydrostatic forces in accordance with standards of subsection 35-82(3). (2) <i>Nonresidential construction.</i> All new construction and substantial improvement of any commercial, industrial, or nonresidential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A zones may be flood proofed, in lieu of being elevated, provided that all areas of the building components, together with attendant utilities and sanitary facilities, below the base flood elevation plus one foot are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA flood proofing	

City of Sweetwater Code of Ordinances	2015
certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the floodplain administrator. (3) <i>Enclosures below the lowest floor.</i> New construction and substantial improvements that include fully-enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.	

Virginia Gardens

Village of Virginia Gardens Provisions For Flood Hazard Reduction Code of Ordinances	August 2013
Article X. Floodplain Management	
10.1 Administration: Duties of the Administrator shall include, but are not be limited to: Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-Zones) or bottom of the lowest horizontal structural member of the lowest floor (V-Zones) of all new and substantially improved buildings, in accordance with Article 5, Section B (1) and (2) and Section E (2), respectively; Verify and record the actual elevation (in relation to mean sea level) to which the new and substantially improved buildings have been flood-proofed, in accordance with Article 5, Section B (2);	
6.11 Stormwater Management Code of Ordinances	
6.11.3 Design Standards To comply with the foregoing performance standards, the proposed storm water management system shall conform to the following standards: A. To the maximum extent practicable, natural systems shall be used to accommodate stormwater. B. The proposed stormwater management system shall be designed to accommodate the stormwater that originates within the development and stormwater that flows onto or across the development from adjacent lands. The proposed stormwater management system shall be designed to function properly for a minimum twenty (20) year life. C. The design and construction of the proposed stormwater management system shall be certified as meeting the requirements of this Code by a professional engineer registered, in the State of Florida. D. No surface water may be channeled or directed into a sanitary sewer.	

West Miami

City of West Miami Comprehensive Plan	2000
Costs and Funding For Proposed Program	
Objective 7 : As per 9J-5 .016 (2) (c), this section of the Capital Improvements Element provides a cost analysis of the capital improvements identified for mitigation of existing deficiencies, replacement and new growth needs pursuant to the Future Land Use Element.	

MITIGATION GOALS AND OBJECTIVES⁹

Mitigation goals and objectives must be consistent with the goals and objectives of the county and the individual municipalities' master plans, their codes and ordinances, as well as other endeavors that reflect the aspirations for the welfare, safety and quality of life of their citizens.

Goals

1. Reduce Miami-Dade's vulnerability to natural and man-made hazards

Objectives:

- 1.1. Incorporate new and more accurate data, studies and maps that demonstrate the evolution of risk in the county
- 1.2. Identify new and emerging mitigation methods and products for new and retrofitting construction
- 1.3. Identify projects that mitigate expected impacts from hazards identified in the THIRA
- 1.4. Promote mitigation measures to the Whole Community through outreach and education
- 1.5. Harden building envelope protection – including all openings – and inclusion of a continuous load path from roof to foundation on all structures within the county
- 1.6. Reduce flooding from rainfall events
- 1.7. Reduce storm surge hazards and effects by encouraging greater setbacks from shorelines for new developments of waterfront properties, encouraging retrofitting and elevation of structures with high priority consideration for those built on waterfront properties, seeking opportunities to acquire, exchange or otherwise secure limited control of waterfront real estate

2. Minimize future losses from all hazard impacts by reducing the risk to people and property

Objectives:

- 2.1. Adopt land use policies that limit, prohibit or mandate development and construction standards to promote resiliency and reduce risk
- 2.2. Adopt building codes leading to building design criteria based on site-specific evolving and future risk
- 2.3. Identify mitigation projects that reduce risk to vulnerable populations that are at greater risk from hazards
- 2.4. Integrate mitigation into existing structures during regular maintenance and replacement cycles

3. Implement mitigation projects that meet or exceed current codes

⁹ EMAP 4.4.5

Objectives

- 3.1. Design and develop projects that address both current and future risk
- 3.2. Identify projects to address potential threats from climate change such as sea level rise and the impacts of storm surge and breaking waves exacerbated by sea level rise

4. Prevent flood related repetitive losses from natural disaster through education and regulation

Objectives

- 4.1. Map repetitive and severe repetitive loss (RL) areas
- 4.2. Identify projects that will mitigate flood risk in these the RL areas
- 4.3. Track mitigation projects by flood basin to see past, current and future projects and compare to flooding data

5. Promote and support the Community Rating System (CRS) for all communities in Miami-Dade.

Objectives

- 5.1. Incorporate measures into the LMS to help obtain uniform credit for all CRS communities
- 5.2. Identify and track projects in the LMS to demonstrate the role of mitigation measures in reducing flood risk
- 5.3. Provide outreach and educational opportunities
- 5.4. Develop and implement a Program for Public Information (PPI)

6. Promote mitigation measures for critical facilities

Objectives

- 6.1. Continue to invite and work with critical facility stakeholders
- 6.2. Identify and track mitigation measures for existing critical facilities
- 6.3. Assess alternate facilities as identified in continuity of operations plans to determine if the sites are appropriately mitigated
- 6.4. Identify additional sites for emergency sheltering
- 6.5. Integrate sea level rise modeling to project and characterize expected impacts during the expected service-life of critical facilities Protect expressways, major highways and other thoroughfares and, bridges and causeways to provide for continuous, free flowing traffic and circulation as needed for the effective and unencumbered provision of emergency services and evacuation operations

7. Provide whole community planning

Objectives

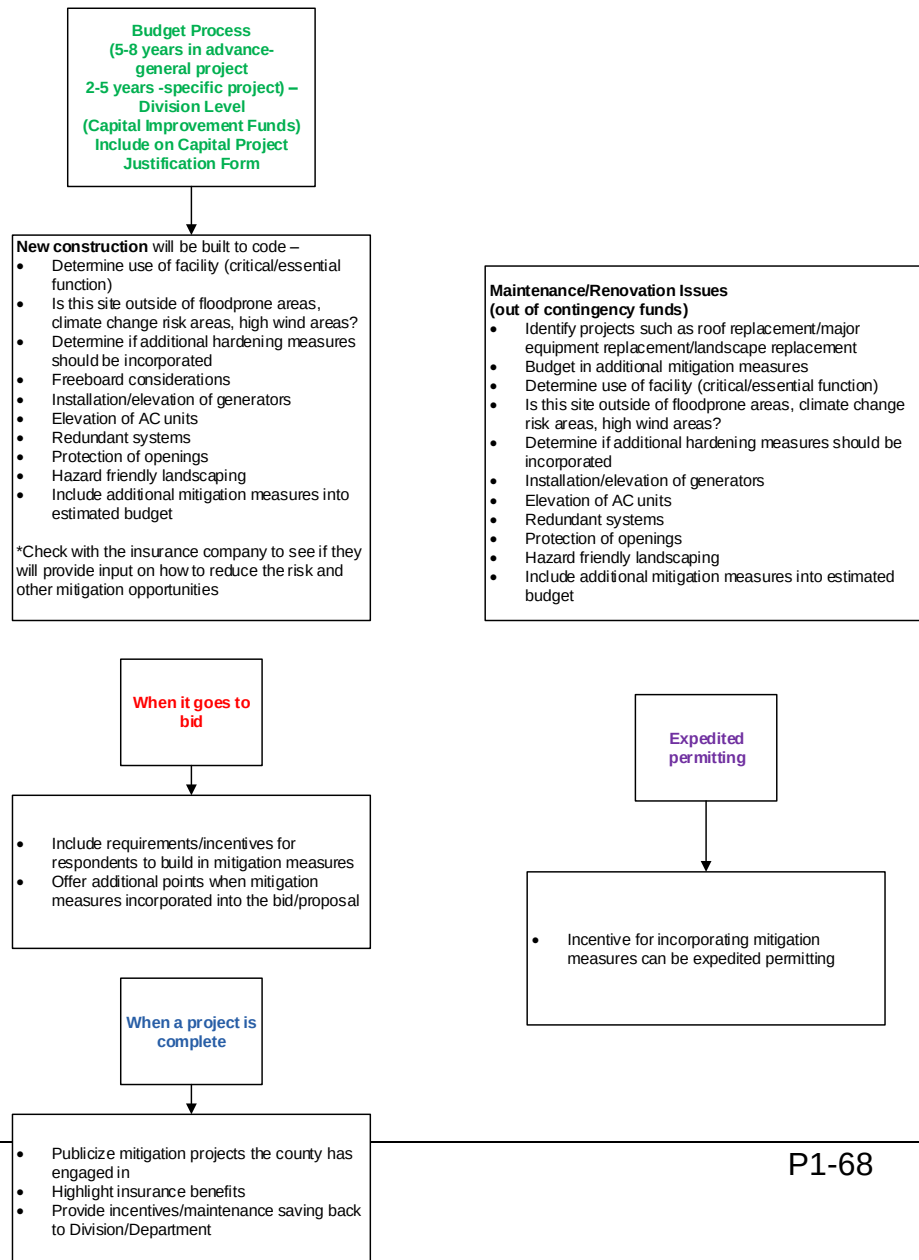
- 7.1. Continue to engage additional local community stakeholders to participate in the LMSWG meetings

- 7.2. Host mitigation workshops to educate stakeholders and community members
- 7.3. Initiate organizational, managerial and administrative goals to make mitigation a mainstream function of government affairs; spread the responsibilities throughout many departments and agencies to ensure continuity and a full integration of mitigation management functions in the operations of government
- 7.4. Enhance public information and engagement to increase awareness of hazards and problems and to educate through a widespread program of general information, media coverage and participatory involvement

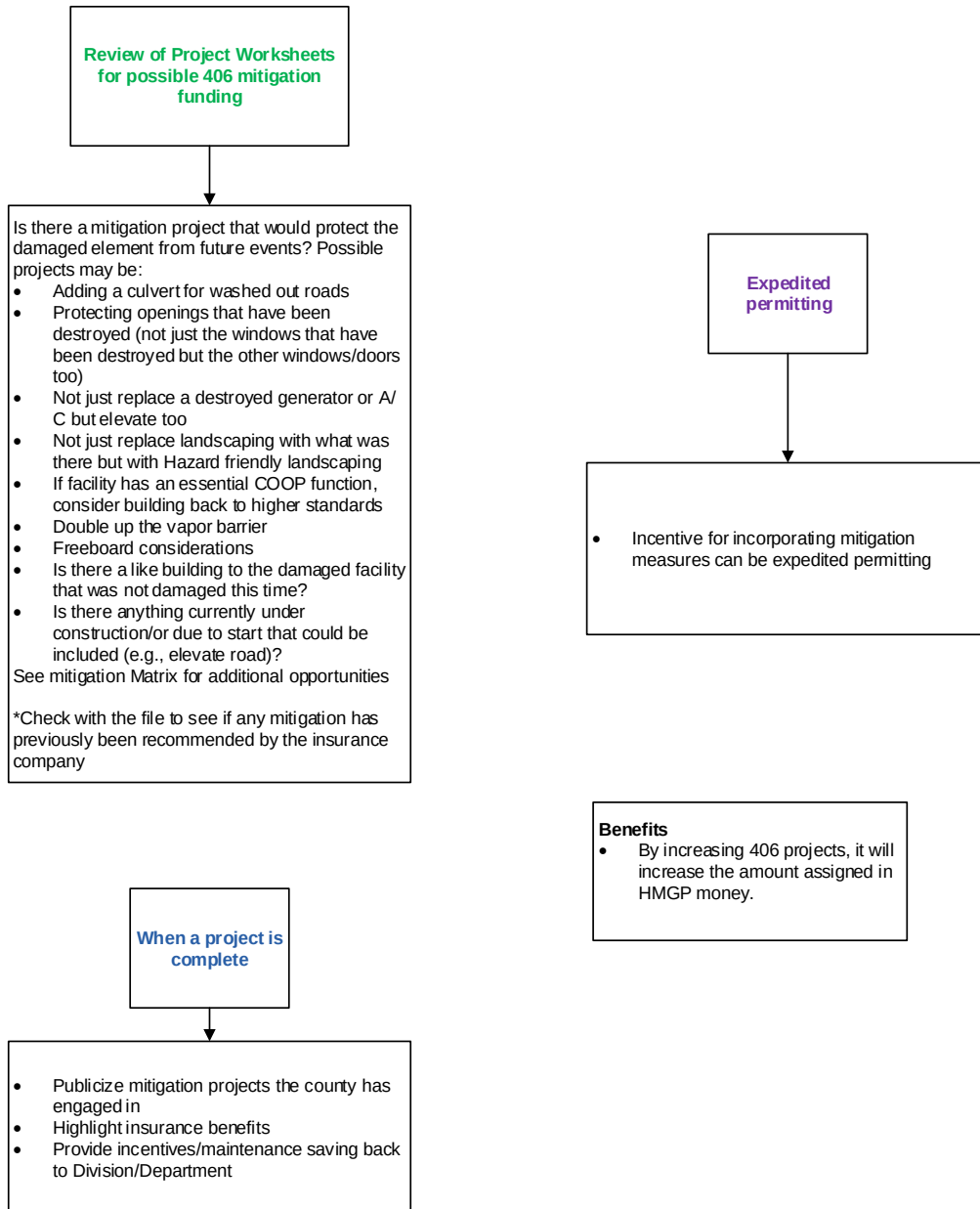
Mitigation Opportunities

Though some may link mitigation with post-disaster initiatives, opportunities to integrate and promote mitigation are available before, during and after development and construction occurs. The following tables list some opportunities both for pre and post disaster.

Pre-Disaster Mitigation Opportunities/Promoting Mitigation



Post-Disaster Mitigation Opportunities



HAZARD IDENTIFICATION & VULNERABILITY ASSESSMENT¹⁰

As was touched upon in the introduction to the LMS, metropolitan Miami-Dade County is a large and diverse place and therefore vulnerable to many hazards. Each of these types of hazard is unique and produces distinct impacts to a community. Miami-Dade County developed a **Threat and Hazard Identification and Risk Assessment** (THIRA) that includes numerous natural, technological, crime/terrorism and public health hazards that Miami-Dade County could experience. The 2015 THIRA was under development during the time of the writing of the 5-year LMS update and the information contained in here is based on the final draft of the THIRA. Each hazard was looked at in terms of a general description, location, extent, previous occurrence and vulnerability in the THIRA. Table 2 provides a listing of all of the hazards profiled in the THIRA, including ones that are not further analyzed for purposes of the LMS. Persons interested in seeing a complete review of all of the hazards listed in Table 2 may request to see the complete THIRA.

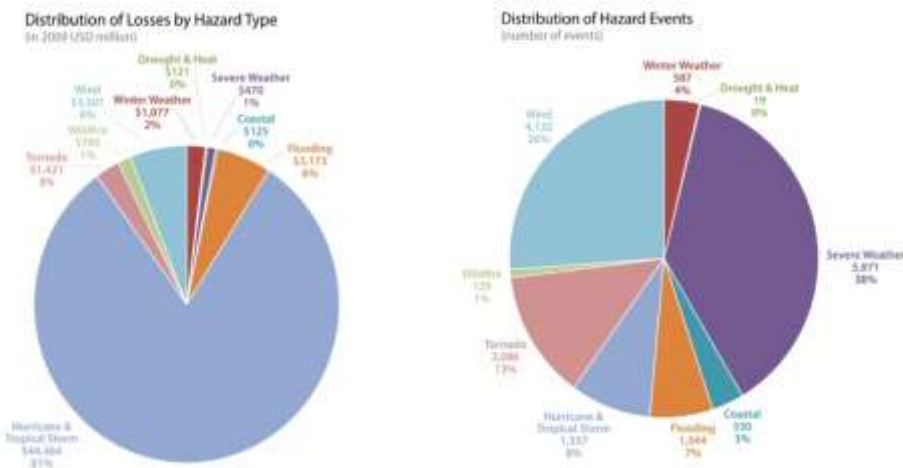
To determine which natural hazards would be included in the LMS a review of the analyses from the THIRA was conducted. For purposes of this analysis, risk is defined as a relative measure of the probability that a hazard event will occur in comparison to the consequences or impacts of that event. That is, if a hazard event occurs frequently, and has very high consequences, then that hazard is considered to pose a very high risk to the affected communities. In comparison, if a hazard event is not expected to occur frequently, and even if it did, the consequences would be minimal, then that hazard is considered to pose a very low risk. The determination to further consider hazards is also based on current available information including modeling that may indicate future risk. Some hazards such as windstorms, in and of themselves have not occurred very often nor had a high impact on the physical environment and mitigation measures that would cover these events include mitigation that is being done for hurricanes and tropical storms. Though we may not currently be considering a hazard for future consideration at this time, with new information, technology or modeling we may include it at a later time.

We have identified potential mitigation measures, as able for all of the hazards. The Miami-Dade LMS welcomes our participating agencies to identify mitigation measures for all hazards and not just those that the LMS focuses on. The Community Profile (demographics) as developed for the 2015 THIRA is located in Part 4 Appendix I.

Though we are vulnerable to many different natural hazards, one of the reasons we spend a lot of time talking about hurricanes and tropical storms and mitigation measures in relation to them, is that though they account for only 8% of the actual number of hazard events, they account for 81% of the losses, as illustrated in Figure 1.

¹⁰ EMAP 4.4.5

Figure 1: Hazard Losses from 1960-2009 in Florida¹¹



FEMA also maintains a website entitled Mitigation Best Practices that can be utilized to search for mitigation projects that other communities have embarked upon by hazard type, state and FEMA Regions. These projects also identify the funding source that may assist local communities in finding funding for like projects.

<https://www.llis.dhs.gov/bestpracticeslist>¹²

¹¹ Source: National Weather Service Miami presentation 2015

¹² EMAP 4.4.5

Table 2: Analysis of All Hazards from THIRA

Hazard	Further Consideration for LMS		Inclusion/Exclusion Criteria	Mitigation Measures
	Yes	No		
Animal and Plant Disease		X	Historically there have not been any occurrences of major animal disease in Miami-Dade County. There have been three new plant disease outbreaks in the last 20 years (15% probability in any one year) that have impacted the agricultural communities but have not had any impact on the physical environment. Due to the low occurrence and limited impact, this hazard will not be further evaluated for the LMS at this time.	- For plant diseases pesticides, separation/distancing, eradication of infected plants - For animal diseases, vaccinations, vector control, mosquito control, eradication of breeding grounds (e.g. standing water), public health education
Dam/Dike/Levee Failure		X	Miami-Dade County does not have any dams or levees on our NFIP maps. There are several water conservation areas that have a berm of about 4 feet around them that are dry most of the year. Historically there have been no occurrences of dam, dike or levee failures in Miami-Dade County. Modeling performed by Miami-Dade Public Works and Waste Management shows that there are no populated areas near these locations that could be negatively impacted if the levees were breached. Therefore this plan will not include a further evaluation of this hazard at this time.	- Maintenance of structures - Reduce/minimize construction close to structures, where possible - Fortify structures where risks are identified
Drought	X		Historically there has been 46 drought events recorded between 1950 and 2014 (therefore there is a 71% probability of having a drought in any one year). There has been no reported dollar losses to either physical structures or crops. This hazard is considered further for the LMS due to the high probability.	- Water conservation - Public education and outreach - Regulatory fines - National Drought Mitigation Center http://drought.unl.edu/ - Drought Resources for Miami-Dade http://miami-dade.ifas.ufl.edu/weather_issues/DroughtPreparedness.shtml
Earthquake		X	There have been no earthquakes in Miami-Dade County. South Florida does not have any documented faultlines. The USGS shows there is a 0.219% chance of a major earthquake within 50 kilometers of Miami in the next 50 years. Therefore this plan will not include a further evaluation of this hazard at this time.	No Current Recommendations

Hazard	Further Consideration for LMS		Inclusion/Exclusion Criteria	Mitigation Measures
Natural	Yes	No		
Epidemic/Pandemic		X	There have been no instances of an epidemic only affecting Miami-Dade County. In 2009, Miami-Dade had 38 confirmed cases of Swine Flu - H1N1. There were not recorded deaths and no impact to the physical environment. Miami-Dade has profiled this as a natural hazard, though the State does not. Due to the limited impacts to the physical environment this hazard will not be considered further for the LMS at this time.	- Public education and outreach - Vaccinations - Fortify pharmaceutical supplies - Surveillance, monitoring and reporting mechanisms - Quarantine/Isolation as needed
Erosion	X		Coastal Erosion is an continuous problem for Miami-Dade County coastal beaches are the county's natural barriers that can help protect us from the impacts of storm surge and sea level rise. The most severe erosion occurs in relation to hurricanes and tropical storm, from June to November . There are 20.8 miles of beaches in Miami-Dade County at risk for erosion and 500 parcels that sit adjacent to the shoreline that could be at risk if erosion became severe. This hazard is considered further for the LMS.	- Fortify beaches through renourishment - Fortify dunes with vegetation or structural components - Natural barriers such as mangroves and coral reefs - Limit construction close to coastal areas prone to erosion - Limit re-development after disasters in coastal areas prone to erosion - Implement/enforce building code to fortify structures in coastal areas
Extreme Heat		X	There has been one extreme heat event, a heat index above 105°, between 1950 and 2014 (2% chance of occurrence per year). During the extreme heat event there was one death but no reported damages to property or crops. Due to the efficient air conditioning systems of homes in South Florida, Florida Power and Light said that even with high usage of A/C there is not a surge of demand for power that would cause a concern for power outages. Due to the low impact this hazard will not be further considered for the LMS at this time.	- Public Education and Outreach - Identification, designation and opening of cooling centers for vulnerable populations, as needed.
Flooding	X		Much of Miami-Dade County is susceptible to localized flooding, particularly during the rainy season of June through October. The mean elevation of Miami-Dade County is a relatively flat 11 feet. The County's flat ter-	- Public education and outreach on FEMA Flood Zones, storm surge planning zones and general flood risks. - Education on Flood Insurance - Participation in NFIP and CRS - Drainage projects to address RL and SRL areas

Hazard	Further Consideration for LMS		Inclusion/Exclusion Criteria	Mitigation Measures
	Yes	No		
Natural				
			rain causes extensive “ponding” due to the lack of elevation gradients to facilitate “run-off”. Of Miami-Dade’s 1,250,287 acres, 44.62% of that is within the flood plain (557,871 acres). There have been 7 recorded flood events and 25 flash flood events since 1950, giving a 50% chance of flooding occurrence every year. Localized flooding and ponding occurs frequently during the rainy season. Property damages of over \$540M and crop damages of over \$713M have been recoded from flooding for incidents from 1950-2014. This hazard is considered further for the LMS.	- Freeboard requirements for elevation of structures above BFE - Monitoring and coordination for maintenance and mitigation projects along canal areas - Monitoring and maintenance of stormdrains - Design for larger stormdrains - Swale and open space protection - Participation in the development of FEMA FIRM maps to help identify at risk areas and areas that have been mitigated
Hail		X	There has been an increase in hail activity since the 1980s in Miami-Dade. Between 1980 and 1989 there were 27 reported hail events in Miami-Dade (average of 2.7 events/year). This was followed by a slight decrease between 1990 and 1999 with only 20 events (average 2 events/year), however between 2000 and 2009 that number more than quadrupled to 85 events (average 8.5 events/year). Between 2010 and 2014, there were already 46 events (average 9.2 events/year). The only reported damage associated with hail was for about \$3K, but this was more likely due to a tree limb that had fallen on a car during the same event. Due to the low impacts of this hazard it will not be considered further for the LMS at this time.	- Alert and notification of public to seek safety inside - No other current recommendations
Hurricane/ Tropical Storm	X		Miami-Dade is very vulnerable and has a 1 in 6 (17%) chance per year of getting impacted by a tropical storm or hurricane. Due to the high impacts this hazard is further considered for the LMS.	- Public education and outreach - Designation of storm surge risk areas - Supportive services (evacuation and sheltering) for at risk populations - Hardened facilities for use as evacuation centers - See also recommendations under winds and floods.
Landslides		X	Due to Miami-Dade’s low average elevation, landslides are not likely to occur. There have been no reported	No current recommendations

Hazard	Further Consideration for LMS		Inclusion/Exclusion Criteria	Mitigation Measures
Natural	Yes	No		
			landslides in Miami-Dade. Due to the low probability and low risk this hazard is not further considered for the LMS.	
Lightning		X	From 1950 – 2014 there were 51 reported lightning events in Miami-Dade County for a 78% chance of a lighting event occurring every year. Though the probability is high the recorded impacts of these events is low with the highest single impact being about \$50K for an incident at Miami International Airport that caused damages to the runway and several commercial aircraft. Due to the low impact of this hazard it will not be considered further for the LMS at this time.	• Surge protection for electrical, computer and phone systems • Lightning detection and warning devices • Public education and outreach
Saltwater Intrusion	X		Saltwater intrusion is an continuous problem that has been occurring every since the Everglades were drained to provide dry land for urban development and agriculture. Long periods of drought and storm surge inundation are hazards that have been attributed to increases in saltwater intrusion. It poses a threat to the drinking water supply and requires close coordination of local agencies to continuously monitor intrusion, determine appropriate pumping rates and the coordination with South Florida Water Management District for maintenance of ground water levels . This hazard is included in the LMS for further consideration.	• Continue practices of monitoring levels, gauging pumping levels and determining future impacts and need for deeper wells
Sea Level Rise	X		Sea level rise is likely to increase coastal flooding during high tides and storm surge events. Sea level rise will likely impact the ability of the canals and low lying areas to drain standing water after rainfall events and impact the ground water elevation. Gravity based outfalls that lie below sea level will be impacted and as has been seen will allow salt water to flow up through the outfall system into the streets in several local communities. It is estimated that the total number of acres within Urban Miami-Dade to be impacted by sea level rise for a 1 foot scenario is 121,378 acres (12%), for 2 foot 150,142	• Designation of Adaptation Action Areas • Additional modeling/mapping to determine areas at risk • Build with sea level rise considerations to increase future resiliency as determined by the useful lifespan of a project • Minimize development in future risk areas

Hazard	Further Consideration for LMS		Inclusion/Exclusion Criteria	Mitigation Measures
	Yes	No		
Natural			acres (16%) and for the 3 foot scenario it could be 168,896 acres (18%) of the county. This hazard is included in the LMS for additional consideration.	
Severe Storm	X		From 1950-2014 there have been 313 occurrences of severe storms in Miami-Dade, averaging about five occurrences per year. Over \$6M in damages have been recorded during that time. Due to the high probability and impact, this hazard is further considered in the LMS.	• Practices to mitigate against hurricanes are also applicable to severe storms. • Also see recommendations under floods • Review Model Storm analyses and identify mitigation initiatives for the hardest impacted areas • Track heavy rain and subsequent flooding to identify areas for potential mitigation measures
Sinkholes		X	There is no official record of all sinkholes in Miami-Dade. The Florida Geological Survey maintains a database of all "subsidence incidents," however this only includes events that have been officially reported and includes many events that are not sinkholes. Between 1948 & 2014, only one subsidence incident was reported in Miami-Dade to the Florida Geological Survey. Within the State of Florida for insurance claims, Miami-Dade County represented 1.45% of all sinkhole claims between 2006 and 2009. In 1973 a sinkhole recorded by the Florida Geological Survey measured three feet by three feet in Miami-Dade County, most reported instances are small in extent and have not significantly impacted the built environment. Additional instances of sinkholes claims have been reported through insurance claim reporting data but the magnitude of each respective claim was not made available. Due to the low impact of this hazard it is not considered further for the LMS at this time.	• Assessment, hardening and replacement of aging infrastructure.

Hazard	Further Consideration for LMS		Inclusion/Exclusion Criteria	Mitigation Measures
Natural	Yes	No		
Space		X	There have been no space weather events specific to Miami-Dade County that have caused interference with technological components of communication or electrical systems. Due to the low probability of this hazard it is not considered further for the LMS at this time.	- Identifying redundant or alternate systems in case of outages. - Hardening of CI/KR
Tornado	X		There have been 125 occurrences of tornadoes in Miami-Dade County from 1950-2014, averaging about 2 times a year. Recorded damages from tornadoes for property exceeds \$202M. Due to the high probability and high impact, this hazard is included in the LMS for further consideration.	- Hardening of structures. - Identification of safe rooms and structures. Follow FEMA Safe Room Guidance - Increased public awareness - Signing up for existing alert and notification systems.
Tsunami		X	There have been no tsunamis every occurring in Miami-Dade County. The risk of a tsunami striking Florida is considered to be relatively low by the National Oceanographic and Atmospheric Administration. Due to the low probability of this hazard it will not be considered further at this time.	Education for risk can be also tied to coastal communities currently at risk for Storm Surge.
Volcano (Ash/Dust)		X	There are no volcanoes in Miami-Dade County and no recorded impacts to the physical environment from volcanoes. Due to our distance to any volcanoes there is no projected impact. The biggest concern in relation to an active volcano outside of our area would be volcanic ash that may be carried by trade winds that could limit aviation operations or possible compromise the air quality. There are no expected impacts to physical infrastructure. Due to the low probability and low impacts, this hazard will not be considered further for the LMS at this time.	Implementation of Sheltering in Place as identified in the Miami-Dade All Hazards Protective Measures Plan.
Wildfires	X		There have been 13 wildfires recorded from 1950-2014, giving a 20% chance of a wildfire occurring every year. Though historically there has not been a high impact on property, about \$180K on record it is estimated that about 613,453 people or 25% of our area population live	- Prescribed burning programs. - Cutting brush or other fuel away from structures. - Follow National Fire Protection Association (NFPA) Firewise Communities Program

Hazard	Further Consideration for LMS		Inclusion/Exclusion Criteria	Mitigation Measures
	Yes	No		
Natural				
			within the Wildland Urban Interface and could be at risk. This hazard is included for further consideration in the LMS.	Roles in Fire-Adapted Communities http://www.usfa.fema.gov/downloads/pdf/publications/fire_adapted_communities.pdf
Windstorms		X	There were 10 high wind and 2 strong wind events on record from 1950 to 2014, giving an 18% chance of an event occurring every year. Recorded property damages total about \$18K. Mitigation strategies that address tropical storms and hurricanes would also help protect the built environment from high wind events. Due to the low impact of these events, this hazard will not be considered further for the LMS at this time.	- Building opening and glazing protection. - Hardening of roof structures. - Securing roof top equipment.
Winter Storm	X		There have been 25 occurrences of winter storm related events from 1950-2014, giving about a 40% chance of an event occurring in any given year. Though there has not been any recorded property damages, there has been over \$300M in crop damages during these events. During these events, a demand for electricity will increase and many homes in South Florida do not have efficient heating systems, unlike their air conditioning systems, and therefore the demand on electricity can be much higher. This hazard is included in the LMS for further consideration.	- Identification, designation, construction of cold weather shelters for homeless and other vulnerable populations, and opening of the same during cold weather events. - Public education and outreach - Agriculture Extension works with local growers for educational material for mitigation of crop losses. http://miami-dade.ifas.ufl.edu/weather-issues/cold%20preparedness.shtml

The following non-natural hazards are included in the THIRA and we have included suggested mitigation measures, but they are not currently further considered in the LMS.

Technological	
Coastal Oil Spill	• Vessel inspections • Compliance with safety regulations
Electric Utility Failure	• Emergency Generators • Alternate energy sources • Hardened utility lines and structures • Emergency Evacuation and Assistance Program run by the OEM to assist vulnerable populations • Public Outreach and Education
Hazardous Materials Release	• Regular onsite inspections of hazardous materials facilities • Hardening of facilities with hazardous materials • Emergency shut off valves • Public Outreach and Education • Implementation of All Hazards Protective Measures Plan
Nuclear Power Plant Release	• Hardened facilities • Public Education, Outreach and Alert and Notification process • Protective Actions to shut down facility • Turkey Point Response Plan and annual exercises
Structural Fire	• Fire suppression safety systems • Alert and notification systems • Regular Fire Drills and Inspections
Transportation Incident (i.e. Highway and/or Rail Incident)	• Inspection and maintenance of transportation corridors • Building infrastructure to future risk and capacity needs • Inspection and maintenance of trains, planes, automobiles and vessels
Water/Wastewater Incident	• Inspection and maintenance of infrastructure • Building infrastructure to future risk and capacity needs
Human Caused Hazards	
Active Shooter	• See Something. Say Something campaign • Security screening procedures
Civil Disturbance/ Civil Unrest	• Intel gathering and sharing • Community gathering points to allow for peaceful demonstrations • Public Outreach and Education • Increased law enforcement presence as a deterrence
ElectroMagnetic Pulse	• Shielding

	• Back up systems for communications and power • Surge protection
Food Borne Illness Incident	• Follow Public Health guidelines • Reporting systems
Mass Migration	• Intel gathering and sharing
Terrorism – Biological (Category A, B and C Agents)	• Surveillance and reporting • Follow Public Health guidance • Personal Protective Equipment • All Hazards Protective Measures Plan – implementation of Isolation/Quarantine • Public Education and Outreach
Terrorism - Chemical	• Intel gathering and sharing • See Something, Say Something campaign • Surveillance/monitoring of CI/KR sites
Terrorism – Cyber	• Intel gathering and sharing • Security procedures and passwords • Firewalls • Tamper proof infrastructure • Surveillance/monitoring of CI/KR sites
Terrorism – Explosive	• Protective barriers (bollards, cement barriers, bullet proof glass, metal/chemical detection) •
Terrorism – Radiological	• Surveillance/monitoring of CI/KR sites • Intel gathering and sharing • See Something, Say Something campaign
Terrorism - Small Arms	• Intel gathering and sharing • See Something, Say Something campaign • Surveillance/monitoring of CI/KR sites • Security screening procedures

Drought

Description

A drought is characterized as an extended period of time with persistent dry weather conditions in a geographic area that typically has rain fall. A drought can however be defined in several different ways depending on the geographical region and situation:

- Meteorological drought: When the normal level of precipitation has a significant measurable drop.
- Agricultural drought: When the level of soil moisture drops below the suitable range for agricultural growth.
- Hydrological drought: When the surface water and underground water supply falls below normal.
- Socioeconomic drought: When water shortages seriously interferes with human activity.

The Palmer Index, developed by Wayne Palmer in the 1960s, uses temperature and rainfall information to formulate dryness. It has become the semi-official drought index. The index is effective in determining long term drought conditions of several months. The index sets normal conditions at 0 with drought conditions in negative values. The index can also be reversed showing the excess of precipitation where the normal conditions at 0 and positive values for amount of rainfall. The advantage of the Palmer Index is that it is standardized to local climate, so it can be applied to any part of the country to demonstrate relative drought or rainfall conditions.

NATIONAL INTEGRATED DROUGHT INFORMATION SYSTEM ALERTS FOR DROUGHTS

Alert	Criteria	Palmer Drought Index
D0 Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered.	-1.0 to -1.9
D1 Moderate Drought	Some damage to crops, pastures, streams, reservoirs, or wells low, some water shortages developing or imminent, and voluntary water-use restrictions requested.	-2.0 to -2.9
D2 Severe Drought	Crop or pasture losses are likely, water shortages common and water restrictions imposed.	-3.0 to -3.9
D3 Extreme Drought	Major crop and pasture losses with widespread water shortages or restrictions.	-4.0 to -4.9
D4 Exceptional Drought	Exceptional and widespread crop and pasture loss, shortages of water in reservoirs, streams, and wells creating water emergencies.	-5.0 or less

Source: U.S. Drought Monitor Classification Scheme, from the United States Drought Monitor

Location

The entire County is vulnerable to drought conditions.

Extent

D4 on the Palmer Drought Scale.

Impact

The Drought Center reports that the direct impacts of a drought can include reduced crop productivity; increased fire hazards; reduced water levels; increased wildlife mortality rates; damage to wildlife and fish habitat; increased problems with insects and diseases to plants and trees; and reduced growth. Indirect results can lead to financial hardships for farmers and "increased prices for food and timber, unemployment, reduced tax revenues because of reduced expenditures, increased crime, foreclosures on bank loans to farmers and businesses, migration, and disaster relief programs." During times of drought, crop irrigation can lower the water table, exposing it to salt water (please see the Salt Water Intrusion section for more information). Water restrictions were put in place for Miami-Dade County that impacted both residential and agricultural communities. No definitive dollar amounts of damages were found during a review of the literature.

Previous Occurrences

2013 – 2014 – No occurrences

March – early April, 2012 - Very dry conditions continued into early April over all of Florida. There were no reported damages. Ground water levels led to the continuation of severe drought conditions.

January - August 2011 - Rainfall totals in January were near to below normal over most of southeast Florida. This resulted in the expansion of severe drought (D2) conditions over inland sections of Miami-Dade counties. Rainfall deficits since October over these areas ranged anywhere from 8 to 11 inches. Most wells across the area were running at around 10 percent of normal water levels. The level of Lake Okeechobee remained steady at about 12.5 feet, which is 2.2 feet below normal. The Keetch-Byram Drought Index (KBDI) was in the 500 to 600 range, which reflects a high fire danger and low soil moisture values.

February was a very dry month over south Florida as high pressure dominated the region's weather pattern. Over most of Miami-Dade February rainfall totals were less than a tenth of an inch. As a result, February 2011 was among the top 10 driest Februaries on record at Miami and Miami Beach. This led to severe drought conditions over most of South Florida, with extreme drought conditions over portions of the southeast coast. The level of Lake Okeechobee fell about a half-foot during February, from around 12.5 feet to near 12 feet. Forestry officials reported double the number of wildfires during the winter months of 2010-2011 compared to the previous year. The period of October 2010

to February 2011 was the driest on record in the 80-year history of the South Florida Water Management District's records.

Conditions remained dry and by the end of May, most of southern Florida was in an extreme (D3) drought status, except for an area of exceptional (D4) drought over eastern Palm Beach and Broward counties. This is the first time in well over a decade that any part of south Florida has been designated as being under exceptional drought conditions.

June continued the streak of below normal rainfall over most of South Florida. Little rain fell during the first 10 days of the month, with the rainy season not starting until around June 8th. Almost all the rain across the area fell in the last 2 weeks of the months. Total rainfall were only in the 2 to 4 inch range over the east coast metro areas as well as the Gulf coast areas. Miami Beach recorded its driest June on record with only 1.15 inches of rain. Inland areas of South Florida received about 6 to 8 inches, with isolated 9 to 11 inch amounts south and west of Lake Okeechobee.

The level of Lake Okeechobee dropped from around 10 feet at the beginning of June to a minimum of around 9.6 feet in late June before recovering by the end of the month. Wells and underground reservoirs remained at the lowest 10 percent of normal levels. Exceptional (D4) drought conditions extended over most of Palm Beach and Broward counties as well as far northern Miami-Dade County. Extreme (D3) drought conditions extended all the way to the southwest Florida coast of Collier County, with severe (D2) drought conditions elsewhere over South Florida. Several wildfires broke out over South Florida in June, including a large wildfire in the Everglades of Miami-Dade County near the Miccosukee Resort and several wildfires in north-central Palm Beach County and eastern Collier County. July and August brought much needed rains. Overall, rainfall averaged near to above average over most areas, leading to gradually improving drought conditions. Lake Okeechobee remained over 3 feet below the normal level for this time of year. Underground water levels remained below normal over much of south Florida, especially over the metro east coast sections.¹³ No data was available to determine the economic impacts of this event.

Source: National Oceanic and Atmospheric Administration, National Climatic Data Center, Storm Events Database

Vulnerability

Physical Vulnerabilities

Drought is not anticipated to have any impact on the built environment (Critical Infrastructure, Key Resources, and Building Stock). It may cause economic losses to agriculture and aquaculture due to loss of crops or water restrictions that inhibit normal operations. Crops most vulnerable to drought are the ones that are grown during the winter months, our dry season, and harvested in the spring months including cantaloupe, carambola, celery, cucumbers, dragon fruit, eggplant, fennel, guava, greenbeans, herbs, jackfruit,

¹³ Source: National Oceanic and Atmospheric Administration, National Climatic Data Center, Storm Events Database

longan, lychee, mushrooms, onions, papaya, passion fruit, plantains, radishes, sapodilla, spinach, squash, strawberries, sweetcorn, thyme, tomatoes and zucchini.

Social Vulnerabilities

This hazard may impact persons employed by the agricultural community including migrant farm workers. In terms of the general population, it does not tend to affect one population over another, however the social vulnerability section should be reviewed for more information on how these types of circumstances may affect populations differently.

Erosion

Description

Erosion is the wearing away of land or the removal of beach or dune sediments by wave action, tidal currents, wave currents, or drainage; the wearing away of land by the action of natural forces; on a beach, the carrying away of beach material by wave action, tidal currents, littoral currents or by deflation. Waves generated by storms cause coastal erosion, which may take the form of long-term losses of sediment and rocks, or merely in the temporary redistribution of coastal sediments. Riverine and canal erosion are minimal within Miami-Dade County and will not be further analyzed. Coastal erosion is of greater concern and is expanded upon below. Longshore currents move water in a direction parallel to the shoreline. Sand is moved parallel to most beaches in Florida by longshore drift and currents. Ideally the movement of sand functions like a balanced budget. Sand is continually removed by longshore currents in some areas but it is also continually replaced by sand carried in by the same type of currents. Structures such as piers or sea walls, jetties, and navigational inlets may interrupt the movement of sand. Sand can become “trapped” in one place by these types of structures. The currents will, of course, continue to flow, though depleted of sand trapped elsewhere. With significant amounts of sand trapped in the system, the continuing motion of currents (now deficient in sand) results in erosion. In this way, human construction activities that result in the unnatural trapping of sand have the potential to result in significant coastal erosion.

Beach Erosion Beach erosion occurs when waves and currents remove sand from the beach system. The narrowing of the beach threatens coastal properties and tourism revenue in coastal counties throughout the United States.

Dune Erosion Dune erosion occurs when waves attack the front face of the sand dune, reducing the volume and elevation of the dune. Erosion of the sand dune leaves coastal properties more vulnerable to future storms.

Overwash When waves exceed the elevation of the dune, sand is transported across island in a process known as overwash. When overwash occurs, it often results in significant damage to coastal property.

Inundation and Island Breaching

Inundation occurs when the beach system, or the sandy profile located between the most seaward (primary) dune and the shoreline, is completely submerged under the rising storm surge. Strong currents may carve a channel in the island in a process known as island breaching.

Location

The coastal areas indicated in the map are at highest risk for coastal erosion.

Extent

25,000 cubic yards of sand.

Impact

Miami-Dade beaches provide storm surge protection and coastal erosion can diminish this natural buffer. Sea turtles can also be impacted as their nesting grounds may be impacted and the beaches are a big draw for tourism. Miami-Dade's shoreline is highly developed with an estimated beachfront value in excess of \$13.5 billion, not including infrastructure.



Previous Occurrences

Coastal erosion has been occurring for years, the first study was done in 1930 and a restudy was done in 1961. As a result, from 1975-1982 the US Army Corps of Engineers implemented the Miami-Dade County Beach Erosion control and Hurricane Surge Protection project that cost about \$48 Million. It is estimated for every \$1 that is invested in beach nourishment that there is a return of about \$700 foreign, primarily tourism impacts.

In October 2012, Hurricane Sandy, never made landfall, but paralleled the coast causing coastal erosion with reports of waves up to 10 feet in Miami-Dade. There was no Presidential Declaration for damages within Miami-Dade.¹⁴ Hurricane Sandy in 2012 was estimated to cause over \$2M in damages to beaches including the following:

- Miami Beach 26th-29th Street – approximately 10,000 cubic yards
- Miami Beach 44th -46th Street – approximately 2,500 cubic yards
- Miami Beach 53rd – 56th Street – approximately 3,000 cubic yards

¹⁴ Miami-Dade County EOC Activation Archive

- Miami Beach 63rd – 66th Street – approximately 5,000 cubic yards
- Bal Harbour 99th O 103 Street – approximately 2,600 cubic yards
- Key Biscayne – unknown cubic yards estimated at \$1.2 M¹⁵

Hurricane Wilma in 2005 caused in general only minor beach (Condition I) erosion to the majority of beaches in Miami-Dade but dune erosion (Condition II) occurred at the Bill Baggs Cape Florida State Park.¹⁶ Picture at right shows damage to Bill Baggs. No major structural damage was observed seaward of the coastal construction control line or within the coastal building zone. The majority of the damage near the coast occurred north of Bakers Haulover Inlet. At Cape Florida, a concrete seawall and rock revetment sustained level three damage



Hurricane Rita in 2005 caused only minor beach erosion (Condition I) north of Government Cut from Miami Beach to Broward County. Virginia Key also had minor beach erosion (Condition I) but also experienced overtopping, resulting in a wash over deposit of sand. Portions of Key Biscayne experience moderate beach and dune erosion (Condition III) and south of Sonesta Beach Resort had minor dune erosion (Condition II). No structural damages were sustained along the Miami-Dade County coast seaward of the Coastal Construction Control Line (CCCL) or within the Coastal Building Zone (CBZ) during the passage of Hurricane Rita.

Hurricane Katrina in 2005 caused minor beach erosion (Condition I) to the northern beaches in Miami-Dade. No structural damages were sustained along the Dade County coast seaward of the coastal construction control line or within the coastal building zone; however, a number of single-family dwellings were flooded on Key Biscayne forcing their evacuation.

Vulnerability

Physical Vulnerabilities

The entire built environment (Critical Infrastructure, Key Resources, Building Stock) and natural environment (beaches) are vulnerable to erosion primarily along coastal areas according to a GIS analysis there are approximately 500 parcels in the property appraiser database that intersect with the Coastal Construction Line. Though the beaches have been fortified over the years and are much wider than they used to be (see pictures), constant erosion could put structures in these areas at risk. The map to the right shows the status of erosion classifications for Miami-Dade County's coastal areas. Severe erosion can exacerbate storm surge inundation by minimizing the protection offered by beaches and seawalls as they are compromised. Structures such as boardwalks or piers that are have pilings in coastal areas may suffer collapse or complete destruction. Beaches in Miami-Dade such as South Beach and Biscayne National Park are cited as

¹⁵ Miami – Dade Emergency Operations Center Damages Report

¹⁶ Florida Department of Environmental Protection Post-Storm Reports

the number one reason tourists come to Miami-Dade, which is estimated at about \$18.5 B annually.

There are two piers in Miami-Dade County that extends into the Atlantic Ocean and Government Cut, they are the Newport Beach Fishing Pier in Sunny Isles Beach and the South Pointe Pier in Miami Beach. The Newport Beach Pier was rebuilt and reopened in 2013 after being destroyed by Hurricane Wilma in 2005 and the South Pointe Pier was rebuilt and reopened in 2014 after being closed in 2004 due to deterioration.

Social Vulnerabilities

This hazard does not tend to affect one population over another.

Flooding

Description

Flooding is an overflowing of water onto land that is normally dry. It can happen during heavy rains, when ocean waves come onshore, and when regular drainage capabilities are compromised. Flooding may happen with only a few inches of water, or it may happen with several feet of water. Flooding can affect many different communities covering several states during a single flooding event. Sunny day flooding and tidal flooding are discussed in the Sea Level Rise section.

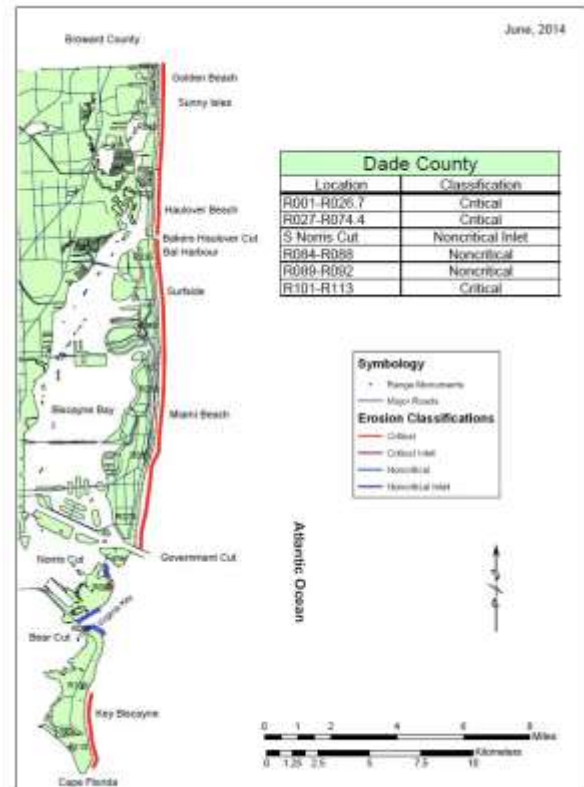


TABLE 6A-8 COMMON FLOOD TYPES

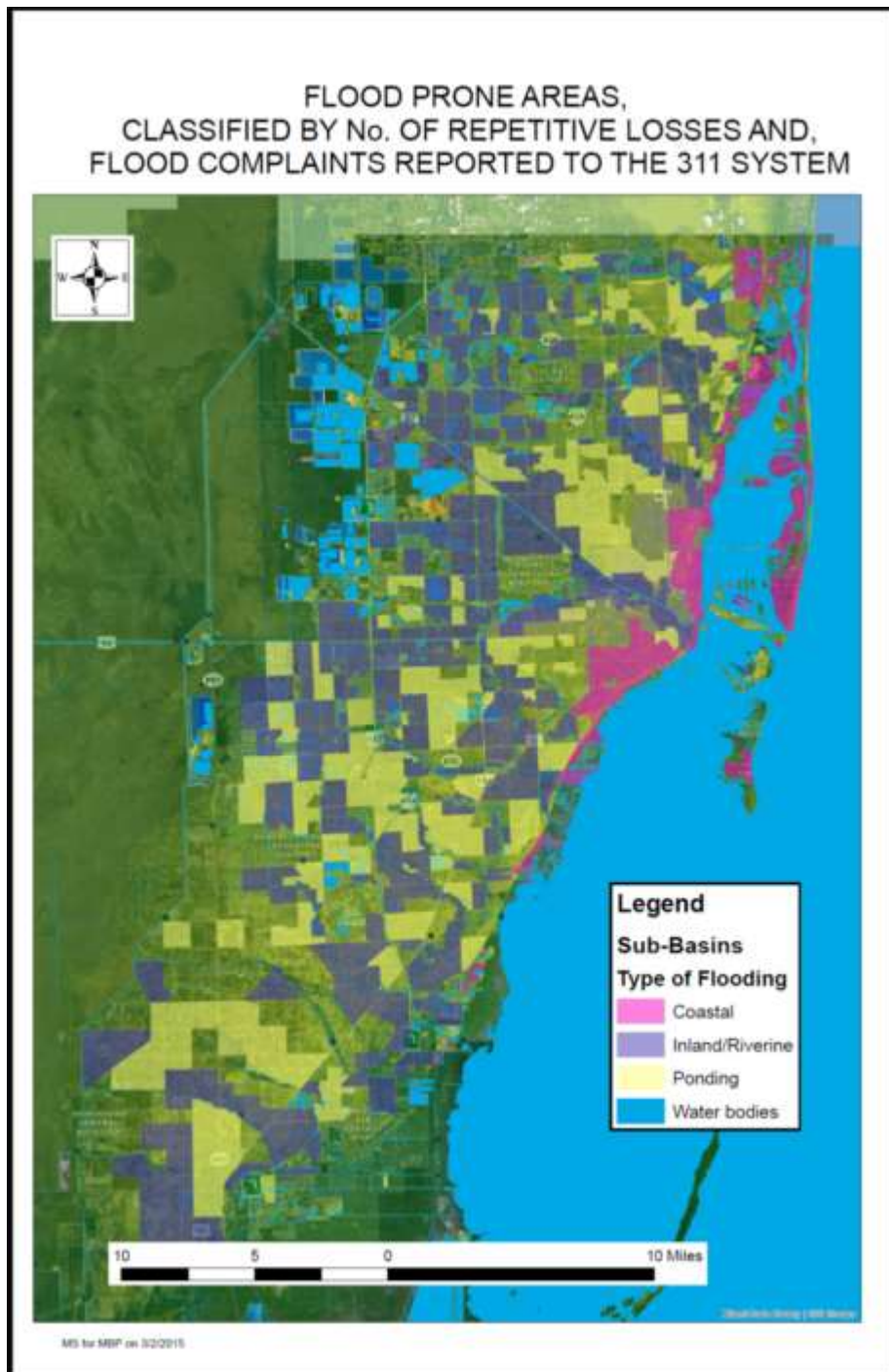
Category	Criteria
River or Canal Over-bank Flooding	When water levels rise in a river due to excessive rain from tropical systems making landfall, persistent thunderstorms over the same area for extended periods of time
Ponding	When water levels rise in a land locked area, lake or detention basin due to excessive rain from tropical systems making landfall, persistent thunderstorms over the same area for extended periods of time. In South Florida, some of the severe localized thunderstorms frequently exceed 3 inches/h, exhausting the storage and infiltration capacity of the drainage system.

Category	Criteria
Coastal Flooding	When a hurricane, tropical storm, or tropical depression produces a deadly storm surge that overwhelms coastal areas as it makes landfall. Storm surge is water pushed on shore by the force of the winds swirling around the storm. This advancing surge combines with the normal tides to create the hurricane storm tide, which can increase the average water level 15 feet or more. The greatest natural disaster in the United States, in terms of loss of life, was caused by a storm surge and associated coastal flooding from the great Galveston, Texas, hurricane of 1900. At least 8,000 people lost their lives.
Inland or Riverine Flooding	When tropical cyclones move inland, they are typically accompanied by torrential rain. If the decaying storm moves slowly over land, it can produce rainfall amounts of 20 to 40 inches over several days. Widespread flash flooding and river flooding can result. In the 1970s, '80s, and '90s, inland flooding was responsible for more than half of the deaths associated with tropical cyclones in the United States. The state of Florida has nearly 121,000 census blocks potentially threatened by riverine flooding, translating to nearly \$880 billion in property.
Flash Flooding	A rapid rise of water along a stream or low-lying urban area. Flash flooding occurs within six hours of a significant rain event and is usually caused by intense storms that produce heavy rainfall in a short amount of time. Excessive rainfall that causes rivers and streams to swell rapidly and overflow their banks is frequently associated with hurricanes and tropical storms, large clusters of thunderstorms, supercells, or squall lines. Other types of flash floods can occur from dam or levee failures.

Source: National Weather Service

Location

Much of Miami-Dade County is susceptible to localized flooding, particularly during the rainy season of June through October, see the map on next page. One area in particular experiences flooding on a regular basis. Known as the 8½ square mile area, it is located west of the L-31N Levee, between SW 104th Street on the north and SW 168th Street on the south. The mean elevation of Miami-Dade County is a relatively flat 11 feet. The County's flat terrain causes extensive "ponding" due to the lack of elevation gradients to facilitate "run-off". Of Miami-Dade's 1,250,287 acres, 44.62% of that is within the flood plain (557,871 acres). Our community is interlaced with an intricate system of canals that play an integral role in our groundwater saturation levels. When the levels are too high or the canal structures cannot be opened this can lead to localized flooding during rain events. Agricultural interests can be impacted by levels that are too high or too low. If the control structures release the fresh water at a rapid rate this can also lead to environmental concerns where the fresh water is released. When the control structures fail or are damaged and cannot be operated, alleviation of the any localized flooding may require pumping until the canal structures can be re-opened or fixed. Inability to be able to close the salinity structures within the canals could also increase the risk of salt water intrusion during high tide and storm surge. Part 7 of the LMS provide greater detail as to the canal system within the county and the relation to drainage basins.



Extent

Two feet of flooding.

Impact

In 1999 and 2000 Miami Dade experienced two major flooding incidents, Hurricane Irene and the “No Name Storm”. The damages from the 1999 storm were reported as \$100 M in property and \$200M in crop damages and the 2000 storm caused \$440M in property

damage and \$500 M in crop damages.¹⁷ Though the flooding in this area was not directly attributed to a failure of the canal system, it was acknowledged that the original drainage system for the Tamiami Canal Basin was not designed to accommodate the population that resided in that area and the water managers recognized a need for major system improvements. A \$42 million multi-phase project that included a 900-acre emergency detention basin, and the S-25B Forward Pump Station and S-26 Pump Station and dredging project. This project improved flood protection for 500,000 residents and to 5,000 homes and businesses.¹⁸

After Hurricane Irene, 1999, areas of Miami Dade had standing water for long periods of time as is reflected in the following chart.¹⁹

Area	Estimation of the deepest water	Problems	Estimated time it took for the water to dissipate
East Everglades	2 feet	Impassable roads and minimal home intrusion	1 month
Sweetwater	2 feet	Impassable roads and extensive home intrusion	1 week
West Miami	18 inches	Impassable roads and extensive home intrusion	2 weeks
Homestead (near Harris Field)	2 feet	Impassable roads and some home intrusion	1 week
NW 127 Avenue between Tamiami canal and NW 8 th Street	1 foot	Impassable roads	2 weeks
NW 97 Avenue between 25 th Street and 30 th Street (Vanderbilt Park)	1-2 feet	Severe home intrusion	1 week
NW 41 Street west of the Turnpike	2 feet	Impassable roads	2 weeks

Previous Occurrences

October 20, 2014, localized flooding and rainfall amounts of 4 to 7 inches were measured in the south Miami-Dade County communities of Cutler Bay and Palmetto Bay. No additional data was available on this event.

June 18, 2013 - Persistent heavy rains from slow moving showers and thunderstorms produced an isolated area of flash flooding near the Falls Shopping Mall in Miami-Dade

¹⁷ Source: National Oceanic and Atmospheric Administration, National Climatic Data Center, Storm Events Database

¹⁸ South Florida Water Management District Tamiami Canal (C-4) Flood Protection Project, July 2008. June 15, 2012 -

¹⁹ Miami-Dade Emergency Operations Center Activation Archives, After Action Report Hurricane Irene

County during the late afternoon and early evening. Measured rainfall amounts were in the range of 7 to 10 inches in the matter of just a few hours. The first report of flooding was received at 5:10 PM EDT with streets nearly impassable and the Falls parking lot almost completely under water. Several cars were also reported to have been flooded. Water entered structures in the Village at the Falls Condo development with the Oak Ridge Residential Community also reporting water intrusion into a vehicle which caused a total loss of the car. Estimated damages \$5K.

June 7, 2013 - Severe flooding from a nearly stationary thunderstorm across the north-east portion of Miami-Dade County extending northward into the Hollywood area of south-east Broward County. Over 50 vehicles were reported as being stranded in impassable roads in Aventura and additional roads had similar problems in North Miami and Golden Beach. A South Florida Water Management District rain gauge recorded 13.15 inches of rain in North Miami Beach at 5:53 PM EDT with storm total at the same gauge by 9 PM EDT recording 13.94 inches. Other rainfall reports received were 11.71 inches at the FIU Biscayne Campus in North Miami Beach and 9.89 inches at North Miami/Keystone Point.

April 30, 2013 - A nearly stationary thunderstorm over Coral Gables produced torrential rainfall over a period of about two hours with rainfall estimates in excess of six inches and an unofficial, measured report just west of Coral Gables of 7.56 inches. Law enforcement reported water was entering garages along Anderson Rd. between Palermo Ave. and Camilo Ave. Water was also reported to be entering businesses along Miracle Mile near Galiano St. A parking lot was flooded along Biltmore Way with water reported to be up to the bottom of car doors.

May 22, 2012 - A band of showers and a few thunderstorms along with torrential rainfall developed over the far western portions of the Miami-Dade County metropolitan area and moved east through the area from Kendall to Doral and Miami Springs. Miami International Airport recorded 4.40 inches of rainfall between 1245 and 2 PM EDT. Standing water was reported on numerous streets and several vehicles stalled out in the waters. Other rainfall reports received in this event were 3.64 inches at the National Weather Service Forecast Office on the FIU South Campus and 4.03 inches at Ruben Dario Middle School in Sweetwater. Damage totals for this event are included in the event which occurred later in the evening over the same area, estimated at \$75K. .

A second band of numerous showers and a few thunderstorms accompanied with intense rainfall moved through the same area of Miami-Dade County that received very heavy rainfall earlier in the day. The first significant report of flooding with this event was received at 810 PM EDT in Doral by the media stating that the canal running along NW 25th Street near NW 107th Avenue had overflowed its banks and flooded a nearby police department parking lot. Many roads in Doral were under several feet of water, resulting in stalled cars and water entering businesses in warehouse districts. Miami International Airport received an additional three plus inches of rainfall making the total for the calendar day to 9.7 inches which was a record daily amount. This also made it the second wettest day recorded in Miami for the month of May with continuous records back to 1895. Storm total

rainfall amounts in the Sweetwater and Doral areas ranged from 8 to 10 inches, with an area of 4 to 7 inches extending from the FIU area to near the Dolphin Mall.

In October 1999, Hurricane Irene (DR-1306) developed and started a path towards South Florida. Initial projections were correct in stating the hurricane would impact the west coast of Florida, and Irene traveled through the state and, on October 15, passed just to the west of Miami-Dade County. Although the hurricane did not pass directly through the county and no exceptionally high winds were experienced, the heavy rainfall associated with this storm did hit Miami-Dade County, and the impacts were severe. Some roads were impassible for weeks, electricity was out in certain areas, and residents and businesses suffered heavy losses.

On October 3, 2000, a low-pressure system, later to become Tropical Storm Leslie, developed off the west coast of Cuba, and headed toward South Florida (DR-1345). Water managers and weather officials closely tracked the storm, and preemptive measures were taken to start moving water out of the canals. Weather forecasts called for 4-8 inches of rainfall from this storm, and unfortunately, once the storm passed over south Florida, it dropped 14 to 18 inches of rainfall over a linear area in the center of the county. Equally as unfortunate were residents and businesses that experienced a similar result as in Irene.

Vulnerability

Physical Vulnerabilities

The entire built environment (Critical Infrastructure, Key Resources, Building Stock) may be vulnerable to flooding especially in low lying, storm surge planning zones, areas close to canals and structures that were built prior to flood plain regulations. Structures in areas where there has been repetitive losses and no mitigation may also be at higher risk but past flooding events do not necessarily indicate future flooding problems. Part 7 provides additional analysis of residential structures by date of flood regulations within Miami-Dade County. Below is a chart showing how many structures within each jurisdiction are within FEMA Flood Zones.

Number of Buildings by Jurisdiction in FEMA Flood Zones

Jurisdiction	A	AE	AH	D	VE	X	XE
Aventura		24,149				52	31
Bal Harbour		738				955	2250
Bay Harbor		2576					
Biscayne Park		991				42	42
Coral Gables		2770	1209		58	13209	1466
Cutler Bay		8840	1871			3886	
Doral		93	3768			16746	
El Portal		6	97			566	92
Florida City	3	2	1097			396	817
Golden Beach		262				98	
Hialeah Gardens		133	271			5802	

Hialeah		1304	18513			36496	
Homestead		222	8824			9098	746
Indian Creek Village		33				4	1
Key Biscayne		7056					
Medley		19	251			578	
Miami Beach		51049				4381	123
Miami Gardens		12103				9083	8638
Miami Lakes	0	8317				1263	
Miami Shores		843	3		19	2470	552
Miami Springs		11	2029			2125	21
Miami		43094	6441		3897	68535	2215
North Bay Village		3872					
North Miami Beach		5650				7212	653
North Miami		8190			261	5637	1995
Opa-locka		714	543			1319	1275
Palmetto Bay		4701			41	3590	80
Pinecrest		2168	268			3563	260
South Miami		2	784			3660	
Sunny Isles Beach		11351			1	7647	0
Surfside		1560				1878	
Sweetwater		1	582			367	
Virginia Gardens			122			445	86
West Miami						960	768
Unincorporated	582	44750	105,976	2	28	169059	20053
Total:	585	247,570	152,649	2	4305	381122	42164

Heavy rainfall events tend to be measured by the amount of rain during a certain duration to give you what would equate to the chances of this type of storm which is typically categorized by terminology such as a 100- yr or 500 year storm.

To help local communities determine if a rain event is considered significant the following site and chart from the National Oceanic and Atmospheric Administration (NOAA) Hydro-meteorological Design Studies Center maintains the Precipitation Frequency Data Server (PFDS) which is a point-and-click interface developed to deliver NOAA Atlas 14 precipitation frequency estimates and associated information. To determine the amounts and rates of rain that could create a various internal rain event (e.g 100 yr or 500 yr) this website provides local information.

http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=f1

Using a location in Miami-Dade County with a 7 foot elevation, the following chart depicts the rainfall amounts per an interval of time that could determine if a significant rain event has occurred.



NOAA Atlas 14, Volume 9, Version 2
Location name: Miami, Florida, US*
Latitude: 25.8204°, Longitude: -80.2930°
Elevation: 7 ft*
* source: Google Maps



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.578 (0.471-0.713)	0.661 (0.538-0.816)	0.797 (0.647-0.988)	0.911 (0.735-1.13)	1.07 (0.833-1.38)	1.19 (0.907-1.58)	1.32 (0.967-1.77)	1.44 (1.02-1.99)	1.61 (1.09-2.29)	1.74 (1.15-2.52)
10-min	0.846 (0.690-1.04)	0.967 (0.788-1.20)	1.17 (0.948-1.45)	1.33 (1.08-1.66)	1.57 (1.22-2.01)	1.75 (1.33-2.28)	1.93 (1.42-2.58)	2.11 (1.49-2.92)	2.36 (1.60-3.36)	2.54 (1.68-3.69)
15-min	1.03 (0.841-1.27)	1.18 (0.961-1.46)	1.42 (1.16-1.76)	1.63 (1.31-2.03)	1.91 (1.49-2.46)	2.13 (1.62-2.78)	2.35 (1.73-3.15)	2.57 (1.81-3.56)	2.87 (1.95-4.09)	3.10 (2.05-4.50)
30-min	1.58 (1.29-1.95)	1.81 (1.48-2.24)	2.20 (1.79-2.73)	2.52 (2.04-3.14)	2.97 (2.32-3.82)	3.32 (2.53-4.33)	3.67 (2.70-4.92)	4.02 (2.83-5.56)	4.49 (3.04-6.40)	4.85 (3.20-7.04)
60-min	2.09 (1.71-2.58)	2.39 (1.95-2.96)	2.92 (2.37-3.62)	3.39 (2.73-4.22)	4.07 (3.20-5.30)	4.64 (3.55-6.11)	5.24 (3.87-7.08)	5.87 (4.15-8.18)	6.76 (4.60-9.69)	7.47 (4.93-10.8)
2-hr	2.60 (2.13-3.19)	2.97 (2.43-3.65)	3.64 (2.97-4.48)	4.25 (3.45-5.26)	5.18 (4.10-6.73)	5.96 (4.60-7.84)	6.81 (5.06-9.18)	7.72 (5.51-10.7)	9.03 (6.19-12.9)	10.1 (6.70-14.5)
3-hr	2.89 (2.37-3.53)	3.29 (2.70-4.03)	4.05 (3.32-4.97)	4.78 (3.89-5.89)	5.92 (4.73-7.72)	6.91 (5.36-9.10)	8.00 (5.98-10.8)	9.20 (6.60-12.8)	10.9 (7.53-15.6)	12.4 (8.24-17.8)
6-hr	3.39 (2.80-4.12)	3.90 (3.22-4.74)	4.88 (4.01-5.95)	5.84 (4.77-7.15)	7.36 (5.93-9.59)	8.71 (6.80-11.4)	10.2 (7.69-13.7)	11.9 (8.57-16.4)	14.3 (9.91-20.3)	16.3 (10.9-23.2)
12-hr	3.96 (3.29-4.77)	4.63 (3.84-5.59)	5.91 (4.88-7.15)	7.13 (5.86-8.67)	9.04 (7.30-11.7)	10.7 (8.40-13.9)	12.5 (9.49-16.7)	14.6 (10.6-20.0)	17.5 (12.2-24.6)	19.9 (13.4-28.2)
24-hr	4.62 (3.85-5.53)	5.47 (4.56-6.56)	7.04 (5.85-8.47)	8.51 (7.03-10.3)	10.8 (8.73-13.8)	12.7 (10.0-16.4)	14.8 (11.3-19.6)	17.1 (12.5-23.3)	20.4 (14.4-28.6)	23.2 (15.8-32.6)
2-day	5.42 (4.54-6.45)	6.40 (5.36-7.63)	8.19 (6.84-9.79)	9.85 (8.17-11.8)	12.4 (10.1-15.7)	14.5 (11.5-18.6)	16.8 (12.9-22.1)	19.4 (14.2-26.2)	23.0 (16.2-31.9)	25.9 (17.8-36.3)
3-day	6.03 (5.07-7.15)	7.06 (5.93-8.37)	8.91 (7.46-10.6)	10.6 (8.83-12.7)	13.2 (10.8-16.6)	15.4 (12.2-19.6)	17.8 (13.6-23.2)	20.3 (15.0-27.3)	24.0 (17.0-33.2)	27.0 (18.5-37.6)
4-day	6.59 (5.55-7.79)	7.60 (6.40-8.99)	9.43 (7.91-11.2)	11.1 (9.28-13.3)	13.7 (11.2-17.2)	15.9 (12.6-20.2)	18.2 (14.0-23.8)	20.8 (15.4-27.9)	24.5 (17.4-33.7)	27.5 (18.9-38.2)
7-day	8.08 (6.83-9.50)	8.97 (7.58-10.6)	10.6 (8.96-12.6)	12.2 (10.2-14.5)	14.7 (12.1-18.3)	16.8 (13.4-21.2)	19.1 (14.8-24.8)	21.7 (16.1-28.9)	25.4 (18.2-34.8)	28.4 (19.7-39.3)
10-day	9.34 (7.92-10.9)	10.2 (8.67-12.0)	11.9 (10.1-14.0)	13.5 (11.3-15.9)	16.0 (13.1-19.8)	18.1 (14.5-22.7)	20.4 (15.8-26.3)	23.0 (17.1-30.5)	26.7 (19.1-36.4)	29.7 (20.7-40.9)
20-day	12.7 (10.8-14.7)	14.1 (12.0-16.4)	16.4 (13.9-19.2)	18.5 (15.6-21.7)	21.4 (17.6-26.0)	23.7 (19.1-29.3)	26.2 (20.3-33.2)	28.7 (21.4-37.5)	32.2 (23.2-43.4)	35.0 (24.5-47.8)
30-day	15.4 (13.2-17.9)	17.3 (14.8-20.1)	20.4 (17.3-23.7)	22.9 (19.4-26.7)	26.2 (21.5-31.6)	28.8 (23.1-35.3)	31.4 (24.4-39.4)	33.9 (25.3-43.9)	37.2 (26.8-49.7)	39.7 (27.9-54.1)
45-day	19.1 (16.4-22.0)	21.5 (18.4-24.8)	25.3 (21.6-29.3)	28.3 (24.0-32.9)	32.2 (26.3-38.3)	35.0 (28.1-42.4)	37.6 (29.3-46.9)	40.2 (30.1-51.6)	43.3 (31.3-57.4)	45.5 (32.2-61.8)
60-day	22.3 (19.2-25.7)	25.1 (21.5-28.9)	29.3 (25.1-33.9)	32.7 (27.8-37.9)	36.9 (30.2-43.8)	39.9 (32.1-48.2)	42.6 (33.2-52.9)	45.2 (33.9-57.8)	48.2 (34.8-63.6)	50.2 (35.6-68.0)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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Social Vulnerabilities

People who live in areas prone to flooding and whom may be uninsured or underinsured are at greatest risk. The cost of insurance may be prohibitive and people who live outside

of a flood zone may believe they are not at risk. People who rent properties may not be aware of their flood risk as it may not be disclosed by the owner or they may not know the history of the area.

Hurricanes and Tropical Storms

Description

A tropical cyclone is a collection of weather systems classified by the varying wind speeds and intensities, including tropical depression, tropical storm, and hurricane. Tropical weather systems form over subtropical or tropical waters with lowered pressure and the combination of wind circulation at the center. A tropical depression is a weather system with a defined surface circulation and maximum sustained surface winds between 23 mph – 38 mph. A tropical storm develops from a tropical depression, and has a well-defined surface circulation and maximum sustained surface winds of 39 mph – 73 mph.

A hurricane develops from a tropical storm. The term hurricane is used for tropical cyclones in the Northern Hemisphere and east of the International Dateline. A hurricane is a weather system with well-defined surface circulation and maximum sustained surface winds of 74 mph or higher.

Winds

The Saffir-Simpson Hurricane Wind Scale was first developed in the early 1970s to categorize hurricanes by intensity. The scale used to include storm surge projections by category of storm, but it was determined that there was not a direct correlation between wind speeds and storm surge amounts. Hurricanes with wind fields which are very large in size can produce storm surge heights that are much higher than is average for a given category. Conversely, very compact hurricanes, even if extremely strong wind-wise and with very low central pressures can produce surges substantially lower than what was included in the original scale.

Today, the Saffir-Simpson Hurricane Wind Scale is a 1 to 5 categorization based on the hurricane's intensity at the indicated time. The scale provides examples of the type of damage and impacts in the United States associated with winds of the indicated intensity. In general, damage rises by about a factor of four for every category increase. Miami-Dade has experience sustained winds of up 150 mph and storm surge of 16.9 feet at the Burger King International Headquarters.



Hurricanes are considered one of the most damaging and deadly weather events that occur in the United States, with violent winds, waves reaching heights of 40 feet, torrential rains, and flooding. According to the National Oceanic and Atmospheric Administration (NOAA) there are an average 11 tropical storms that form over the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico regions each year, and on average 6 of the tropical storms

develop into hurricanes. The United States experiences a hurricane strike on land about once every year and a half. The strike zone can potentially extend anywhere from Maine and south to Texas.

Storm Surge

Predictions for storm surge are made through a variety of means, including the Sea Lake Overland Storm from Hurricanes (SLOSH).

Storm surge inundation is modeled in two zones: the high-velocity zone where wave action and debris can severely damage structures, and farther inland, where the primary concern is flooding as opposed to structural damage. Storm surge can create flooding that can destroy buildings and carry debris miles inland, into canals and rivers, the inter-coastal waterways and out to sea. The water can also pool in low lying areas impeding response and recovery activities.

Damages associated with storm surge include but are not limited to:

- Extreme flooding in coastal areas
- Inundation along rivers and canals
- Beach erosion
- Undermining of foundations of structures or roadways along the coastline (erosion or scour)
- In confined harbors and rivers, severely damaged marinas and boats
- Sunken vessels or underwater hazards in navigable waterways

Location

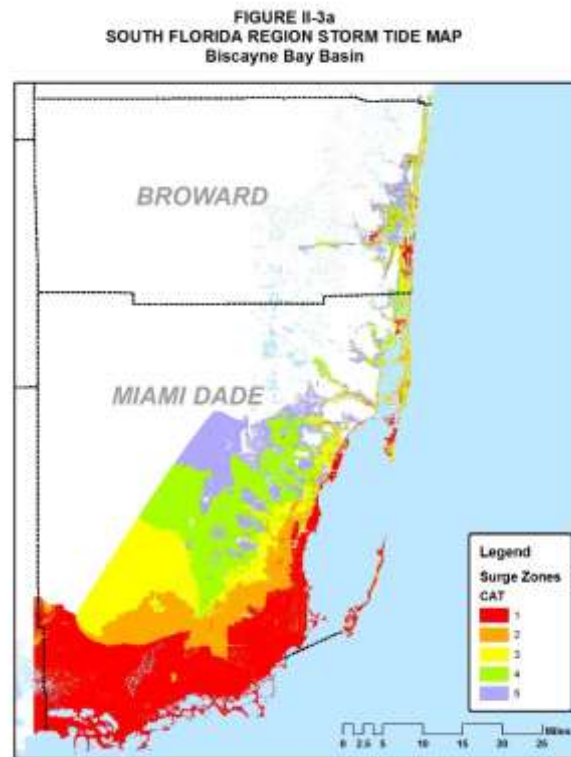
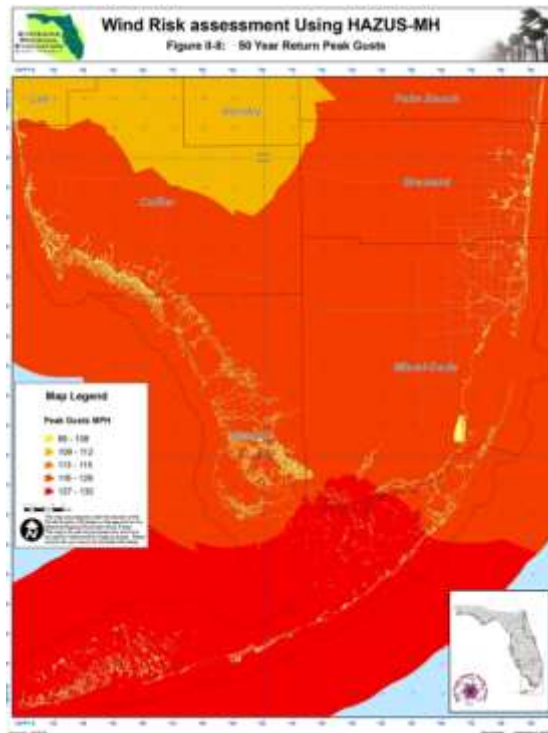
Hurricanes and Tropical Storms can impact the entire county. The map on the left shows the 50-year return for maximum winds and on the left shows potential storm surge for storms modeled within the Biscayne Bay Basin.

The following two maps show the location for winds and storm surge based model runs by HAZUS and SLOSH.



FLORIDA HURRICANE IMPACT CHANCES

Source: floridahurricane.net Location



Extent

Category 5 Hurricane with storm surge of 16.9 feet.

Impact

Historical observations from types of impacts and damages associated with the winds of hurricanes are included in Table 2. All of these have been experienced in Miami-Dade.

Table 2: Potential Impacts of Hurricanes by Category of Storm

Potential Impacts by Category of Storm	
Category 1 Very Dangerous Winds	• People, livestock, and pets struck by flying or falling debris could be injured or killed. • Extensive damage to power lines and poles will likely result in power outages that could last a few to several days. • Pre-1994 mobile homes may be damaged or destroyed, especially if they are not anchored properly • Damage to newer mobile homes anchored properly involving the removal of shingle or metal roof coverings, loss of vinyl siding and damage to carports, sunrooms or lanais • Poorly constructed frame homes may have major damage – loss of roof covering, damage to gable ends and removal of porch coverings and awnings • Unprotected windows may be broken by flying debris • Masonry chimneys can be toppled • Well-constructed frame homes could have damage to roof shingles, vinyl siding, soffit panels and gutters. • Failure of aluminum, screened-in, swimming pool enclosures can occur. • Some apartment building and shopping center roof coverings could be partially removed. • Industrial buildings can lose roofing and siding especially from windward corners, rakes, and eaves. • Failures to overhead doors and unprotected windows will be common. • Windows in high-rise buildings can be broken by flying debris. • Occasional damage to commercial signage, fences, and canopies. • Large branches of trees will snap and shallow rooted trees can be toppled.
Category 2 Extremely Dangerous Winds	• There is a substantial risk of injury or death to people, livestock, and pets due to flying and falling debris. • Near-total power loss is expected with outages that could last from several days to weeks. • Potable water could become scarce as filtration systems begin to fail. • Older (mainly pre-1994 construction) mobile homes have a very high chance of being destroyed and the flying debris generated can shred nearby mobile homes. • Newer mobile homes can also be destroyed. • Poorly constructed frame homes have a high chance of having their roof structures removed especially if they are not anchored properly. • Unprotected windows will have a high probability of being broken by flying debris. • Well-constructed frame homes could sustain major roof and siding damage. • Failure of aluminum, screened-in, swimming pool enclosures will be common. • There will be a substantial percentage of roof and siding damage to apartment buildings and industrial buildings. • Unreinforced masonry walls can collapse. • Windows in high-rise buildings can be broken by flying debris. • Commercial signage, fences, and canopies will be damaged and often destroyed. • Many shallowly rooted trees will be snapped or uprooted and block numerous roads.

Category 3 Devastating Damage	• There is a high risk of injury or death to people, livestock, and pets due to flying and falling debris • Electricity and water will be unavailable for several days to a few weeks after the storm passes. • Nearly all older (pre-1994) mobile homes will be destroyed. • Most newer mobile homes will sustain severe damage with potential for complete roof failure and wall collapse. • Poorly constructed frame homes can be destroyed by the removal of the roof and exterior walls. Unprotected windows will be broken by flying debris. • Well-built frame homes can experience major damage involving the removal of roof decking and gable ends. • There will be a high percentage of roof covering and siding damage to apartment buildings and industrial buildings. • Isolated structural damage to wood or steel framing can occur. • Complete failure of older metal buildings is possible, and older unreinforced masonry buildings can collapse. • Most commercial signage, fences, and canopies will be destroyed. • Many trees will be snapped or uprooted.
Category 4 Catastrophic Damage	• There is a very high risk of injury or death to people, livestock, and pets due to flying and falling debris. • Power outages will last for weeks to possibly months. Long-term water shortages will increase human suffering. • Most of the area will be uninhabitable for weeks or months. • Nearly all older (pre-1994) mobile homes will be destroyed. • A high percentage of newer mobile homes also will be destroyed. • Poorly constructed homes can sustain complete collapse of all walls as well as the loss of the roof structure. • Well-built homes also can sustain severe damage with loss of most of the roof structure and/or some exterior walls. • Extensive damage to roof coverings, windows, and doors will occur. • Large amounts of windborne debris will be lofted into the air. Windborne debris damage will break most unprotected windows and penetrate some protected windows. • There will be a high percentage of structural damage to the top floors of apartment buildings. • Steel frames in older industrial buildings can collapse. • There will be a high percentage of collapse to older unreinforced masonry buildings. • Most windows will be blown out of high-rise buildings. • Nearly all commercial signage, fences, and canopies will be destroyed. • Most trees will be snapped or uprooted and power poles downed.

**Category 5
Catastrophic Damage**

- People, livestock, and pets are at very high risk of injury or death from flying or falling debris, even if indoors in mobile homes or framed homes
- Power outages will last for weeks to possibly months.
- Long-term water shortages will increase human suffering.
- Most of the area will be uninhabitable for weeks or months.
- Almost complete destruction of all mobile homes will occur, regardless of age or construction.
- A high percentage of frame homes will be destroyed, with total roof failure and wall collapse.
- Extensive damage to roof covers, windows, and doors will occur.
- Large amounts of windborne debris will be lofted into the air.
- Windborne debris damage will occur to nearly all unprotected windows and many protected windows.
- Significant damage to wood roof commercial buildings will occur due to loss of roof sheathing.
- Complete collapse of many older metal buildings can occur.
- Most unreinforced masonry walls will fail which can lead to the collapse of the buildings.
- A high percentage of industrial buildings and low-rise apartment buildings will be destroyed.
- Nearly all windows will be blown out of high-rise buildings resulting in falling glass.
- Nearly all commercial signage, fences, and canopies will be destroyed.
- Nearly all trees will be snapped or uprooted and power poles downed.

Source: National Hurricane Center

Previous Occurrences

Since the last LMS update, only two storms have impacted Miami-Dade. In August of 2012, Tropical Storm Isaac moved across the Florida Keys and Miami-Dade experienced a storm surge measured at 1.3 feet and sustained winds measuring 29 mph at MIA. In a 72-hour period portions of the county received from 2-10" of rain. Wind damage in southern Florida was minor and mostly limited to downed trees and power lines.²⁰ Approximately 26,000 customers lost power in Miami-Dade. There was no Presidential Declaration for damages within Miami-Dade. Miami-Dade agencies and municipalities estimated \$5.5 M for public assistance eligible categories.²¹

In October 2012, Hurricane Sandy, never made landfall locally, but paralleled the coast causing coastal erosion with reports of waves up to 10 feet in Miami-Dade. There was no Presidential Declaration for damages within Miami-Dade. It was estimated by the Miami-Dade Regulatory and Economic Resources Department that there was approximately \$2 M in damages from coastal erosion.²²

Hurricane Wilma, October 23 2005, caused structural damage by hurricane force winds out of the west and southwest. Widespread light to moderate wind damage was sustained throughout the county. In downtown Miami, numerous high-rise office buildings were severely impacted by hurricane force winds. The Miami Metromover was closed due to falling debris from a neighboring high rise building. Power outages occurred county-wide for three weeks due to damaged power lines and utility poles. Power losses to service station fuel pumps caused a major but temporary impact on recovery operations. Wind damage

²⁰ National Hurricane Center, Tropical Cyclone Report Hurricane Isaac (AL092012)

²¹ Miami-Dade County EOC Activation Archive

²² Miami-Dade County EOC Activation Archive

to trees and shrubs (native and ornamental) was extensive throughout the county. Ficus trees and Australian Pines sustained the majority of the tree damage, while palms appeared to fare well. Throughout the Biscayne Bay area there was significant marine damage. Many boats were blown up into bulkheads, docks, and overpasses. Some vessels were freed from their moorings and deposited hundreds of feet from where they were originally docked. The Port of Miami sustained damage to roughly 2,000 feet of bulkheads and a cruise terminal lost a section of its roof. The Sunny Isles Marina dry storage facility collapsed, damaging close to 300 vessels. Numerous docks and pilings throughout the county were severely damaged by the battering of vessels that were moored to them. On the barrier islands, there was sporadic minor to moderate wind damage to ocean front high-rise condominiums, low-rise motels, commercial buildings, and single-family dwellings. The typical wind damages were broken windows, damaged hurricane shutters, and minor roofing losses.

Hurricane Katrina, August 25, 2005, caused flooding to about 50 single-family dwellings from a measured 12.25 inches of rain, but no major structural damage was reported in south Miami-Dade. Adjacent Homestead to the south, storm water flooding was also sustained in Florida City. In addition, an overpass under construction in Miami collapsed onto the Dolphin Expressway between 87th and 97th Avenues. Katrina did cause significant tree damage at Cape Florida State Park.

Hurricane Andrew, which was classified as a Category 5 impacted Miami-Dade in August of 1992. Damage was estimated at \$25 billion, with 25,524 homes destroyed and 101,241 damaged. 90% of all mobile homes in the southern portion of the county were totally destroyed. The Miami Herald reported \$.5 billion losses for boats. The powerful seas extensively damages offshore structures, including the artificial reef system.²³ The last Presidential Disaster Declarations for Hurricanes for Miami-Dade occurred in 2005. Hurricane Wilma impacted Miami-Dade in October 2005 and caused widespread power outages for more than 6 million people in the southern portions of Florida that lasted in some areas for weeks.

The figures represented below are for overall damages associated with the storms and includes damages that could be attributed to winds, rainfall and storm surge associated with the events.

South Florida Hurricanes & Storms 1906-2014

Date	Name	Cate- gory	Wind	Surge	Deaths	Damage \$
6/17/1906	Hurricane #2	1	80	Unk	0	Unk
10/18/1906	Hurricane #8	3	120	Unk	164	160,000
10/11/1909	Hurricane #9	2	100	Unk	0	Unk
10/21/1924	Hurricane #7	TS	70	Unk	0	Unk
9/18/1926	Hurricane #6	4	138	13.2'	243	1.4 Billion

²³ Source National Hurricane Center Preliminary Report Hurricane Andrew

10/21/1926	Hurricane #10	2	110	Unk	0	Unk
9/17/1928	Hurricane #4	4	132	10-15'	2,500*	26,000,000
9/28/1929	Hurricane #2	2	100	Unk	0	Unk
9/3/1935	Hurricane #2	5	160	20+	408	6,000,000
11/4/1935	Hurricane #6	1	75	6'	19	5,500,000
10/6/1941	Hurricane #5	3	120	8'	5	700,000
9//16/1945	Hurricane #9	4	138	13.7'	4	540,000,000
9/22/1948	Hurricane #7	2	98	8'	0	Unk
10/6/1948	Hurricane #8	2	105	6.2'	0	5,500,000
8/27/1949	Hurricane #2	4	130	Unk	2	52,000,000
10/18/1950	King	2	105	14'	3	28,000,000
9/10/1960	Donna	4	136	13'	50	1.8 Billion
8/27/1964	Cleo	2	105	6'	3	28,000,000
9/8/1965	Betsy	3	125	9'	75	6.4 Billion
10/4/1966	Inez	1	85	15.5'	48	5,000,000
9/3/1979	David	2	98	3-5'	5	10,000,000
8/24/1992	Andrew	5†	155	16.9'	48	30 Billion
11/16/1994	Gordon	TS	52	3-5'	0	90,000,000
9/25/98	Georges	2	98	5-6'	0	12,500,000
11/5/98	Mitch	TS	65	3-4'	0	100,000
10/15/1999	Irene	1	75	3-5'	4	800,000,000
10/3/2000	To become Leslie	TD	35	2-4'	0	500,000,000
9/3/2004	Frances	1	75	2-4'	0	33,000,000
9/25/2004	Jeanne	TS	50	2-4'	0	10,400,000
8/25/2005	Katrina	1	80	2-4'	0	800,000,000
9/18/2005	Rita	TS	50	2-3'	0	12,000,000
10/24/05	Wilma	2	110	5-6'	0	1.5 billion
08/27/2012	Isaac	TS	29	1-2'	0	Unk
10/26/2012	Sandy	1	60	1-2'	0	Unk

Note: The date listed is the date of landfall in South Florida and the category of storm shown is the highest category that existed when the storm passed over or near Miami-Dade County.

† Hurricane Andrew was reclassified from a Cat 4 storm to Cat 5 in 2002 by the National Hurricane Center.

Sources: National Weather Service, Miami Forecast Office
NOAA National Hurricane Center/Tropical Prediction Center
Florida State University Meteorology Department
Florida Hurricanes and Tropical Storms (Williams & Duedall)

Vulnerability

Physical Vulnerabilities

The entire built environment (Critical Infrastructure, Key Resources, Building Stock) may be vulnerable to hurricanes and tropical storms due to wind, rain and/or storm surge damages. Structures that do not have impact resistant features or protection that can be installed may be more vulnerable to winds. Homes that were built under older building

codes and standards may be more vulnerable to wind damages. Per the HAZUS conducted by the State of Florida in November 2014, Miami-Dade has the following physical vulnerabilities.

Hazus estimates that there are 474,701 buildings in the region which have an aggregate total replacement value of 160,576 million (2006 dollars). Table 1 presents the relative distribution of the value with respect to the general occupancies.

Table 1: Building Exposure by Occupancy Type

Occupancy	Exposure (\$1000)	Percent of Tot
Residential	96,079,569	59.8%
Commercial	32,520,658	20.3%
Industrial	2,309,791	1.4%
Agricultural	695,334	0.4%
Religious	2,773,756	1.7%
Government	19,659,626	12.2%
Education	6,537,256	4.1%
Total	160,575,990	100.0%

Essential Facility Inventory

For essential facilities, there are 35 hospitals in the region with a total bed capacity of 12,147 beds. There are 501 schools, 102 fire stations, 100 police stations and 6 emergency operation facilities.

Mobile/manufactured homes and high rise buildings may also be more vulnerable to wind impacts, a listing of sites below. Coastal areas and areas along canals and rivers, as depicted in the storm surge map, may be more vulnerable to surge. Coastal areas are at greater risk for high velocity surge and erosion. Low lying areas are more vulnerable to flooding if a storm brings a lot of rain. Uprooted trees can cause damages to underground and overhead utilities. Hurricanes and tropical storms may also cause flying debris that cause additional damages. These storms can also impact the natural and agricultural resources as well, causing severe coastal erosion and flooding or wind damage to agricultural assets. The extent of debris and infrastructure outages and restoration times can complicate and increase response and recovery timelines. Part 7 provides tables that show how many Commercial, Industrial, Residential and Other types of structures are within Storm Surge Planning Zones.

NAME	ADDRESS	CITY	ZIPCODE	PHONE	UNITS	TYPE
ALL STAR 36 STREET	3010 NW 36TH ST	MIAMI-DADE	33142	305-557-1122	73	MHP
AMERICANA VILLAGE CONDO ASSOC. MHP	19800 SW 180TH AVE	MIAMI-DADE	33187	305-253-6025	528	MHP
AQUARIUS MOBILE HOME PARK	451 SE 8TH ST	HOMESTEAD	33030	305-248-9383	187	MHP

NAME	ADDRESS	CITY	ZIPCODE	PHONE	UNITS	TYPE
BISCAYNE BREEZE PARK	11380 BISCAYNE BLVD	MIAMI-DADE	33181	305-895-0112	60	MHP
BLUE BELLE TRAILER PARK	3586 NW 41ST ST	MIAMI-DADE	33142	305-635-1755	150	MHP
BOARDWALK MHP	100 NE 6TH AVE	HOMESTEAD	33030	305-248-2487	318	MHP
CARLEY'S MHP	4111 NW 37TH AVE	MIAMI-DADE	33142	305-635-5134	70	MHP
COCOWALK ESTATES	220 NE 12TH AVE	HOMESTEAD	33030	305-245-8125	223	MHP
COLONIAL ACRES MOBILE HOME PARK	9674 NW 10TH AVE	MIAMI-DADE	33150	305-696-6231	296	MHP
COURTLY MANOR MOBILE HOME PARK	12401 W OKEECHO-BEE RD	HIALEAH GARDENS	33018	305-821-1400	525	MHP
DIXIE MOBILE COURT	19640 W DIXIE HWY	MIAMI-DADE	33180	305-933-4219	47	MHP
FLAGAMI PARADISE TRAILER PARK	2750 NW SOUTH RIVER DR	MIAMI	33125	305-788-0985	100	MHP
FLORIDA CITY CAMP SITE & RV PARK	601 NW 3RD AVE	FLORIDA CITY	33034	305-248-7889	145	MHP
FRONTON TRAILER PARK	3617 NW 36TH ST	MIAMI-DADE	33142	305-634-4211	57	MHP
GABLES TRAILER PARK	825 SW 44TH AVE	MIAMI-DADE	33134	305-542-1199	93	MHP
GATEWAY ESTATES MHP	35250 SW 177TH CT	MIAMI-DADE	33034	305-247-8500	220	MHP
GATEWAY WEST MHP	35303 SW 180TH AVE	MIAMI-DADE	33034	305-246-0435	111	MHP
GATOR PARK MHP	24050 SW 8TH ST	MIAMI-DADE	33194	305-559-2255	20	RV
GOLD COASTER TRAILER PARK	34850 SW 187TH AVE	MIAMI-DADE	33034	305-248-5462	430	MHP
HIALEAH TRAILER PARK	425 E 33RD ST	HIALEAH	33013	305-696-2278	32	MHP
HIBISCUS MOBILE HOME PARK INC	3131 W 16TH AVE	HIALEAH	33012	305-822-2612	34	MHP
HIGHLAND VILLAGE MOBILE HOME PARK	13565 NE 21ST AVE	NORTH MIAMI BEACH	33181		500	MHP
HOLIDAY ACRES MOBILE HOME PARK INC	1401 W 29TH ST	HIALEAH	33012	305-822-4611	84	MHP
HOMESTEAD TRAILER PARK	31 SE 2ND RD	HOMESTEAD	33030	305-247-4021	50	MHP
HONEY HILL MOBILE HOME PARK	4955 NW 199TH ST	MIAMI-DADE	33055	305-625-9255	438	MHP
J. BAR J.	2980 NW 79TH ST	MIAMI-DADE	33147	305-691-2432	97	MHP
JONES FISHING CAMP TRAILER	14601 NW 185TH ST	MIAMI-DADE	33018	786-308-7597 and 954-536-7400	57	MHP
LARRY/PENNY THOMPSON	12451 SW 184TH ST	MIAMI-DADE	33177	305-232-1049	240	RV
LEISURE EAST (PALM GARDENS RV PARK)	28300 SW 147TH AVE	MIAMI-DADE	33033	305-247-8915	39	MHP
LIL ABNER MOBILE HOME PARK	11239 NW 4TH TER	MIAMI-DADE	33172	305-221-7411	908	MHP
LITTLE FARM MOBILE COURT	8500 BISCAYNE BLVD	EL PORTAL	33138	305-759-1283	210	MHP
LITTLE RIVER MOBILE HOME PARK	215 NW 79TH ST	MIAMI-DADE	33150	305-758-8888	76	MHP
MAGIC CITY TRAILER PARK	6001 NE 2ND AVE	MIAMI	33137	305-759-0336	95	MHP
MEDLEY LAKESIDE RETIREMENT PARK	10601 NW 105TH WAY	MEDLEY	33178	305-888-3322	86	MHP

NAME	ADDRESS	CITY	ZIPCODE	PHONE	UNITS	TYPE
MEDLEY MOBILE HOME PARK	8181 NW SOUTH RIVER DR	MEDLEY	33166	305-885-7070	217	MHP
MIAMI HEIGHTS TRAILER PARK	3520 NW 79TH ST	MIAMI-DADE	33147	305-696-0121	127	MHP
MIAMI TERRACE MOBILE HOME PARK	1040 SW 70TH AVE	MIAMI-DADE	33144	305-261-0551	89	MHP
MIAMI-EVERGLADES KAMPGROUND	20675 SW 162ND AVE	MIAMI-DADE	33187	305-233-5300	298	RV
NEW AVOCADO TRAILER PARK	1170 NW 79TH ST	MIAMI-DADE	33150	305-262-5755	73	MHP
PALM GARDENS MOBILE HOME PARK	28501 SW 152ND AVE	MIAMI-DADE	33033	305-247-8915	275	MHP
PALM LAKE MOBILE HOME PARK	7600 NW 27TH AVE	MIAMI-DADE	33147	305-696-1920	118	MHP
PALMETTO TRAILER ESTATES	3205 W 16TH AVE	HIALEAH	33012		95	RV
PINE ISLE MOBILE HOME PARK	28600 SW 132ND AVE	MIAMI-DADE	33033	305-248-0783	282	MHP
PRINCETONIAN MOBILE HOME PARK	12900 SW 253rd Ter	MIAMI-DADE	33032	(305) 257-3251	190	MHP
REDLAND MOBILE HOME PARK	17360 SW 232ND ST	MIAMI-DADE	33170	305-247-7707	80	MHP
RIVER PARK TRAILER	2260 NW 27TH AVE	MIAMI-DADE	33142	305-635-4803	88	MHP
RIVIERA MOBILE HOME PARK	19900 NW 37TH AVE	MIAMI GARDENS	33055	305-624-5888	155	MHP
ROVELL TRAILER PARK	939 NW 81ST ST	MIAMI-DADE	33150	305-693-4396	138	MHP
ROYAL COUNTRY MOBILE HOME PARK	5555 NW 202ND TER	MIAMI-DADE	33055	305-621-2270	864	MHP
ROYAL DUKE	3620 NW 30TH AVE	MIAMI-DADE	33142	305-633-2001	99	MHP
SHADY OAK TRAILER PARK	14701 NE 6TH AVE	MIAMI-DADE	33161	954-922-8803	25	MHP
SILVER COURT TRAILER PARK	3170 SW 8TH ST	MIAMI	33135	305-649-8941	236	MHP
SILVER PALM MOBILE HOME PARK	17350 SW 232ND ST	MIAMI-DADE	33170	305-248-8443	112	MHP
SIX AVENUE TRAILER PARK	14752 NE 6TH AVE	MIAMI-DADE	33161	305-835-9627	14	MHP
SOUTHERN COMFORT R V RESORT LLC	345 E PALM DR	FLORIDA CITY	33034	305-248-6909	359	RV
STRAWBERRY VILLAGE TRAILER PARK	1451 W 29TH ST	HIALEAH	33012	305-821-0628	39	MHP
SUNNY GARDENS TRAILER PARK	2901 W 16TH AVE	HIALEAH	33012	305-822-5921	93	MHP
SUNNYLAND TRAILER PARK	129 NW 79TH ST	MIAMI-DADE	33150	786-505-5239	105	MHP
SUNNYSIDE MOTEL & TRAILER PK INC	6024 SW 8TH ST	WEST MIAMI	33144	305-266-1727	21	MHP
TRINIDAD COURT	7930 NW MIAMI CT	MIAMI-DADE	33150	786-505-5239	173	MHP
TROPICAL VILLAGE	1398 NW 79TH ST	MIAMI-DADE	33147	305-696-0059	108	MHP
UNIVERSITY LAKES MOBILE HOME	12850 SW 14TH ST	MIAMI-DADE	33184	305-226-4251	1153	MHP
WESTHAVEN TRAILER PARK	6020 SW 8TH ST	WEST MIAMI	33144	305-266-0488	105	MHP
WESTLAND MOBILE HOME PARK	1175 NW 79TH ST	MIAMI-DADE	33150	305-876-1440	114	MHP

NAME	ADDRESS	CITY	ZIPCODE	PHONE	UNITS	TYPE
WYNKEN BLYNKEN & NOD MOBILE HOME PARK	2775 W OKEECHO- BEE RD	HIALEAH	33010	305-887-6570	206	MHP

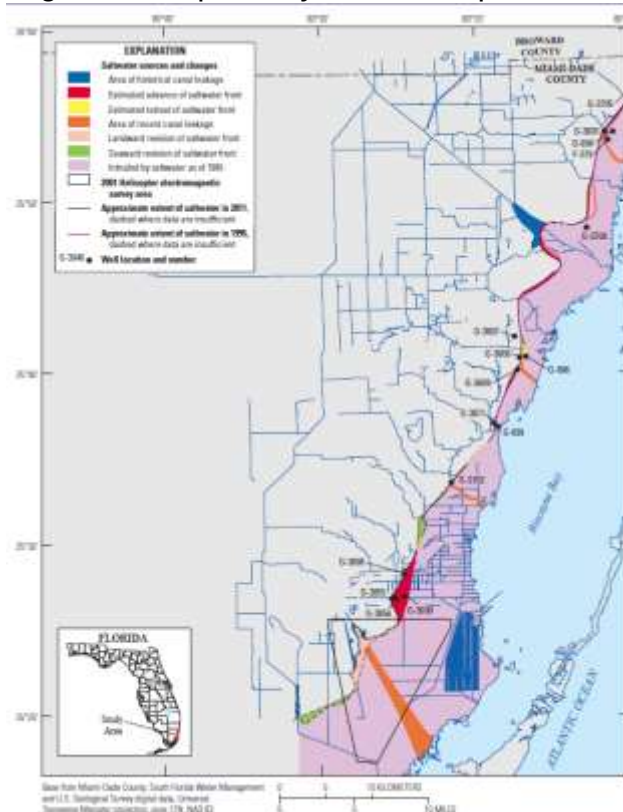
Social Vulnerabilities

Mobile/manufactured home residents, electric dependent, functional needs and persons who may not have adequate resources to protect their homes or access to evacuation resources are at greatest risk for this hazard. Visitors and persons who are new to this area may also be more vulnerable as they may not be familiar with what to do in case an evacuation order is given. Prolonged power outages and gas shortages cause additional challenges to businesses and service providers and can disproportionately impact persons whom rely upon regular home services such as medical services or food delivery.

Saltwater Intrusion

Description

According to the United States Geological Survey (USGS) saltwater intrusion is generic term referring to an influx of saltwater through various pathways into an aquifer and is a major threat to the freshwater resources of the coastal areas in southeastern Florida. The South Florida Water Management District defines it as chloride concentrations exceeding drinking water standards of 250 mg/l.²⁴ There are three primary mechanisms by which saltwater contaminates the freshwater reservoir in the unconfined, surficial aquifers of the region: (1) encroachment of saltwater from the ocean along the base of the aquifer; (2) infiltration of saltwater from coastal saltwater mangrove marshes; and (3) the flow of saltwater inland through canals where it leaked into the aquifer. . Per the USGS paper referenced below, "Saltwater intrusion of the Biscayne aquifer began when the Everglades were drained to provide dry land for urban development and agriculture."



²⁴ Miami-Dade Water and Sewer Department, *20-year Water Supply Facilities Work Plan (2014-2033)*, Support Data, November 2014 <http://www.miamidade.gov/water/library/20-year-water-supply-facilities-work-plan.pdf>

Location

This map from a 2014, publication by USGS shows the areas of Miami-Dade that are experiencing saltwater intrusion.

Extent

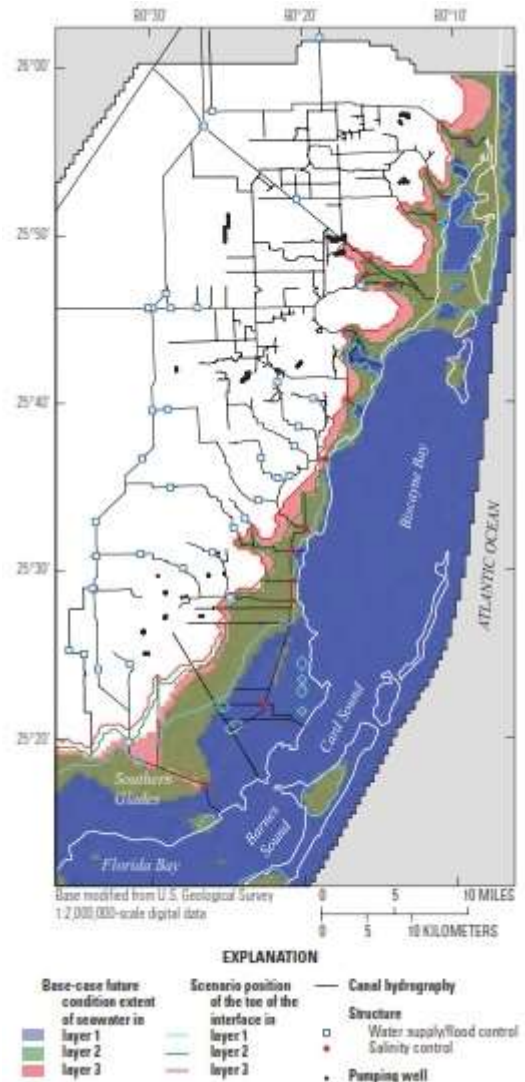
USGS and Miami-Dade Water and Sewer Department actively monitor saltwater intrusion. As of 2011, approximately 1,200 square kilometers of the mainland part of the Biscayne Aquifer were intruded by saltwater.²⁵ The map to the right shows future salt water intrusion impacted by projected sea level rise for year 2040, with projected pumpage rates for year 2030. The red line indicates the expected minimal change to the salt front.

Impact

There is concern that saltwater intrusion can threaten the coastal drinking water supply wellfields. Shallow-water marine organisms are very sensitive to environmental changes in salinity, temperature, nutrient input, and dissolved oxygen. Temporal and spatial salinity patterns in Biscayne Bay have profoundly affected the marine ecosystem caused by water-management driven changes in surface- and ground-water discharge. In addition to those changes caused by natural events, long-term change in land and water uses during the 20th century in the bay watershed contributed greatly to the deterioration of marine conditions. Water quality has been greatly degraded by increased nutrient loads, trace metals, and other pollutants.²⁶ An increase in mangrove areas and reduction in sawgrass habitat have been recorded in the Everglades. Less salt-tolerant plants like sawgrass, spike rush and tropical hardwood hammocks are retreating as salt-loving mangroves expand.²⁷

Previous Occurrences

Saltwater intrusion has been monitored by the USGS since 1939. Per the USGS “in 1904 (prior to any human-induced drainage), the saltwater interface was estimated to be at or



²⁵ USGS, Origins and Delineation of Saltwater Intrusion in the Biscayne Aquifer and Changes in the Distribution of Saltwater in Miami-Dade County, Florida. Scientific Investigations Report 2014-5025

²⁶ <http://sofia.usgs.gov/publications/circular/1275/changebb.html>

²⁷ http://www.miami.edu/index.php/features/rising_sea_levels_threaten_everglades_freshwater_plants/

near the coast because of the very high water levels which occurred naturally in the Everglades. Freshwater was reported to seep from the Biscayne aquifer offshore into Biscayne Bay in sufficient quantities to be used as a supply of freshwater for ships. Beginning in 1909 with the extension of the Miami River and continuing through the 1930's, construction of drainage canals (with no control structures) and pumpage from coastal well fields resulted in the lowering of water levels in the Biscayne aquifer, thereby inducing the inland movement of saltwater into the aquifer. Additionally, seawater driven by tides flowed inland in the drainage canals, resulting in the seepage of saltwater into the Biscayne aquifer from the canals. By 1946, salinity-control structures had been installed in all primary canals as far seaward as possible. These controls prevented saltwater driven by tidal changes from moving upstream in the canals beyond the controls. The controls also served to backup freshwater which maintained higher water levels in the Biscayne aquifer near the coastline. These water levels are higher than those that occurred during the period of uncontrolled drainage. The inland migration of saltwater in northern Dade County slowed or reversed in some areas as a result of the effects of these controls on water levels.

In the early 1960's, the existing canal system in southern Dade County was expanded to provide for flood control. The canals were equipped with flow-regulation structures both near the coast and inland, allowing water levels to be stepped down from structure to structure to prevent excessive drainage. However, the design and operation of this system lowered freshwater levels in the Biscayne aquifer, especially near the coast, allowing for the inland movement of saltwater during the drought years of 1970 and 1971. In 1976, additional water was routed to southern Dade County, raising water levels along the coast and slowing or reversing the inland movement of the saltwater interface [Klein and Waller \(1985\)](#).

Since 1984, additional events have occurred which have affected water levels in the Biscayne aquifer and, hence, the movement of the saltwater interface. Among these events are the initial operation of the Northwest Well Field and a consequent reduction in pumping from the Hialeah-Miami Springs Well Field, expansion of the Southwest Well Field, and changes in the delivery schedule of water to southern Dade County and Everglades National Park ([fig. 1](#)). Future changes in water levels might occur as a result of changes in the management of the ecosystem of south Florida. These changes will be based on the results of studies being conducted as part of the [U.S. Geological Survey South Florida Ecosystem Program \(McPherson and others, 1995\)](#) and other studies.²⁸

Per the USGS paper referenced below, "some saltwater likely leaked from canals prior to the installation of water control structures. Near the Miami Canal northwest of the water control structure S-26, this saltwater is gradually mixing with the groundwater and salinity is gradually decreasing. Modern leakage of saltwater likely is occurring along the Card Sound Road canal and upstream of salinity control structures in the Biscayne, Black Creek and Snapper Creek Canals. Saltwater also may have leaked from the Princeton

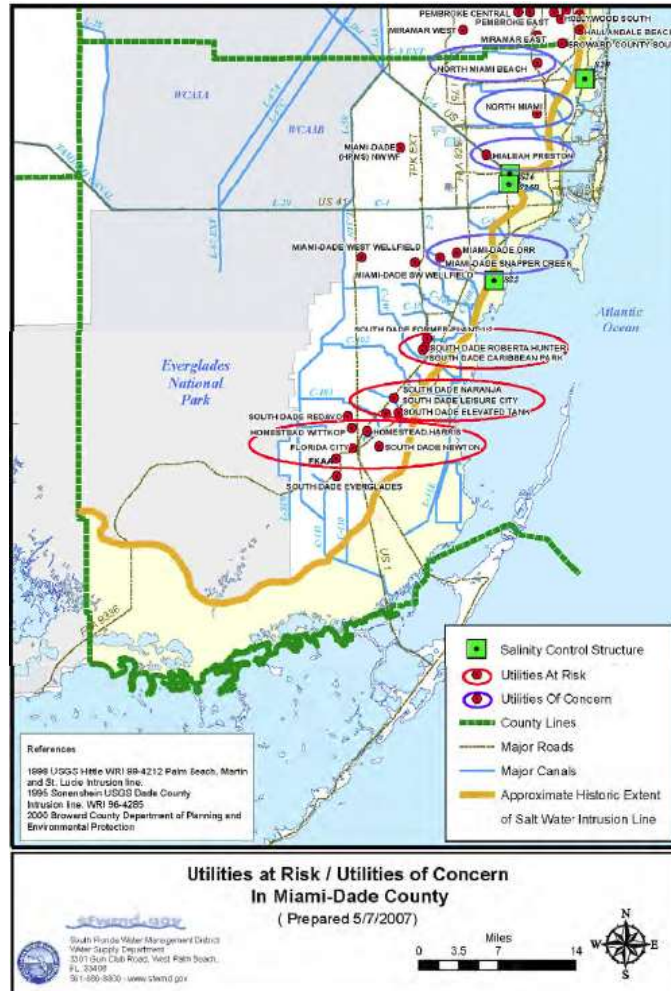
²⁸ http://fl.water.usgs.gov/Miami/online_reports/wri964285

Canal and the canal adjacent to well G-3698, although this leakage could not be confirmed or refuted with available information.”

Vulnerability

Physical Vulnerabilities

The SFWMD has identified “Utilities at Risk” for salt water intrusion, which include utilities with wellfields near the saltwater/freshwater interface that do not have an inland wellfield, have not developed adequate alternative sources of water, and have limited ability to meet user needs through interconnects with other utilities; and “Utilities of Concern”, which include utilities having wellfields near the saltwater/freshwater interface, the ability to shift pumpages to an inland wellfield, or an alternative source that is not impacted by the drought (SFWMD, 2007). Miami-Dade WASD wellfields included as “Utility at Risk” are South Miami-Dade Wellfields (Newton, Elevated Tank, Naranja, Leisure City, Roberta Hunter- Caribbean Park). MDWASD Utilities of Concern include the North and Central Miami-Dade Wellfields (Hialeah-Preston and Alexander Orr)



Well fields are at risk and as such protection areas have been delineated and are monitored. Saltwater intrusion can impact the rates at which groundwater is pumped to supply drinking water supplies and also may require deeper wells to be drilled. Agricultural crops may be impacted by the salinity levels. Saltwater intrusion can also displace the fresh groundwater thereby impacting the water-table elevations in urban areas levels that could increase localized flooding.

Social Vulnerabilities

This hazard does not tend to affect one population over another.

Sea Level Rise

Description

Sea Level Rise refers to the increase currently observed in the average Global Sea Level Trend, which is primarily attributed to changes in ocean volume due to two factors: ice melt and thermal expansion. Melting of glaciers and continental ice masses, such as the Greenland ice sheet, which are linked to changes in atmospheric temperature, can contribute significant amounts of freshwater input to the Earth's oceans. Additionally, a steady increase in global atmospheric temperature creates an expansion of saline sea water (i.e., salt water) molecules (called thermal expansion), thereby increasing ocean volume.

Sea level rise is occurring due to three main factors, all of which are occurring due to global climate change:

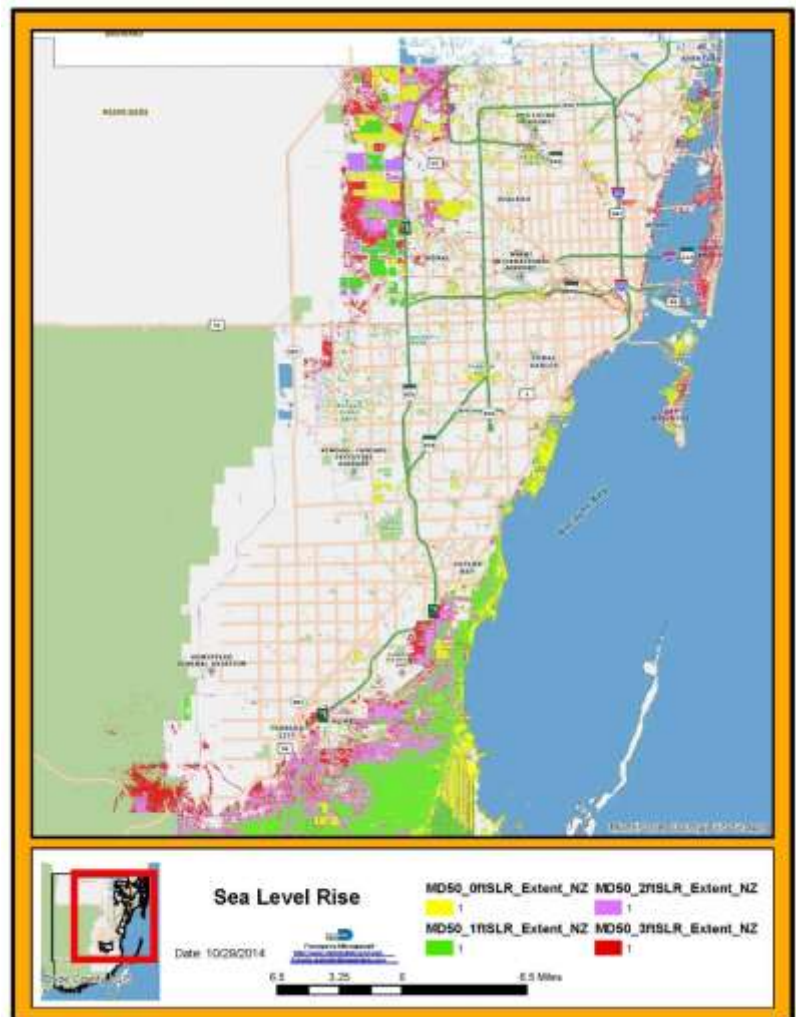
- **Thermal Expansion:** As with all water, when the ocean heats up, it expands. About 50% of the sea level rise in the past 100 years is because the ocean is warmer, and therefore takes up more space.
- **Glacier and Polar Ice Cap Melting:** Although glaciers and polar ice caps naturally melt a little each summer, they usually regain lost area during the winter. However, warmer winters have meant less opportunity to regrow this ice, resulting in more melted water remaining in the oceans, contributing to sea level rise. **Greenland and West Antarctic Ice Loss:** Similar to what is happening with glaciers and the polar ice cap, the huge ice sheets that cover Greenland and Antarctica are melting.

Location

Mapping developed for the South-east Florida Climate Change Compact (the Compact) illustrates potential areas of Miami-Dade County that may be impacted by sea level rise.

Extent

Based on the Compact's sea level rise projection a one foot scenario could occur between 2040-2070, the two foot scenario from 2060-2115 and the three foot scenario from 2075-2150.



Impact

Sea level rise is likely to increase coastal flooding during high tides and storm surge events. Sea level rise will likely impact the ability of the canals and low lying areas to drain standing water after rainfall events and impact the ground water elevation. Gravity based outfalls that lie below sea level will be impacted and as has been seen will allow salt water to flow up through the outfall system into the streets.

In terms of the amount of land which may be vulnerable, the number of acres impacted in Miami-Dade is three times greater than that experienced in Monroe County for the two and three foot scenarios. Nearly 80% of the lands affected regionally in the one foot scenario are conservation lands especially coastal wetlands. Low lying natural systems made up of buttonwood, mangrove, scrub mangrove, and herbaceous coastal saline and fresh-water wetlands are significantly impacted in all SLR scenarios. In terms of the critical infrastructure reviewed, inundation is often confined to marginal areas of the properties or impacting existing drainage infrastructure on site. This is generally true for the region's ports, airports, schools, landfills and hospitals. Within Miami-Dade these are mainly impacted at the 3 foot scenario. Power plants properties in Miami-Dade and Broward as well as energy transmission facilities in Monroe are vulnerable at the one foot scenario. While railroads are negligibly at risk, more than 81 miles of roadway from Miami-Dade through Palm Beach are at elevations below sea level at the one foot scenario, increasing to more than 893 miles at the three foot scenario.²⁹

Upper estimates of taxable property values vulnerable across the region is greater than \$4 billion with values rising to over \$31 billion at the 3 foot scenario. The following table is taken from the Compact and illustrates Land Use and Property Values in Miami-Dade County vulnerable to Impacts from Sea Level Rise at 1, 2 and 3 feet scenarios.

Acres of Future Land Use Top Three Categories Impacted	1 Foot	Conservation	107,988 acres
		Electrical Generation	5,332 acres
		Agricultural	2,994 acres
	2 Foot	Conservation	126,809 acres
		Electrical Generation	5,999 acres
		Agricultural	7,746 acres
	3 Foot	Conservation	133,088 acres
		Electrical Generation	7,000 acres
		Agricultural	10,890

The Compact estimated that the total number of acres within Urban Miami-Dade to be impacted by sea level rise for a 1 foot scenario is 121,378 acres (12%), for 2 foot 150,142 acres (16%) and for the 3 foot scenario it could be 168,896 acres (18%) of the county.

²⁹ <http://www.southeastfloridacclimatecompact.org/wp-content/uploads/2014/09/vulnerability-assessment.pdf>

Previous Occurrences

Astronomical high tides have in recent years caused localized flooding with salt water being pushed back up through storm drain outfalls that use gravity to function. According to the National Weather Service Miami, the greatest impacts for astronomical high tides were in combination with Superstorm Sandy from October 27-30, 2012. On October 29, 2012 Key Biscayne issued a high tide alert to residents regarding water flowing out of the drainage system that was causing flooding on local streets and adjacent areas, especially in low lying areas.³⁰ There was also an extended period from November 21-27, 2012 with some street flooding in the South Beach areas of Miami Beach (Alton Road area south of 17th Street). There were also some minor street flooding (to the curb level) from astronomical high tides that occurred April 26-27, 2013, October 17-20, 2013 and December 3 2013 in the same South Beach areas. Certain areas of Miami Beach can flood when the tide reaches an elevation of 0.5 feet, typical high tide in Miami Beach reach about 0.3 feet, but in October and November 2012 levels reached as high as 2.2 feet.

Sea Level Rise is an emerging and future threat and with high tides occurring about two times a year (April and November) as sea levels rise more communities could be at risk from seasonal high tides as well as general sea level rise.

Vulnerability

Physical Vulnerabilities

The built environment (Critical Infrastructure, Key Resources, and Building Stock) and natural environment are vulnerable to sea level rise and though some preliminary mapping shows southern portions of the county at highest risk there is risk to other portions as well. Coastal communities, such as Miami Beach, have already begun to experience sunny day flooding in relation to high and king tides that limit the gravitational drainage that drains to the bay. Additional mapping is being done to determine all areas that may be at risk.

The following information is excerpted from the Compact.

Analysis of Physical Features

Ports and Airports

One area determined by the group to be critical is Homestead Air Reserve Base. The County has already met with planners developing the long term use of the base and provided input on sea level rise. Opa Locka West is vulnerable, but this airport is only a landing strip used for training and so is not considered critical. Below are tables that represent the area that may be below mean high-high water sea level with a 1-, 2-, or 3-foot sea level rise.

³⁰ <http://keybiscayne.fl.gov/index.php?src=news&refno=339&category=News>

1-foot Sea Level Rise:

Facility Name	More Likely	Possible	Total Inundation	Total Area of Facility (Acres)	Percent Inundation
Homestead General Aviation	0	4.92	4.92	770.71	0.6%
Kendall-Tamiami	22.86	2.37	25.23	1,428.48	1.8%
Miami International	36.01	2.38	38.39	2,731.06	1.4%
Opa Locka Executive	16.87	4.71	21.58	1,640.89	1.3%
Opa Locka West	12.08	1.46	13.54	412.03	3.3%
Port of Miami (seaport)	0.61	0.16	0.77	534.5	0.1%
Port of Miami (river port)	2.32	1.26	3.58	136.23	2.6%
USA Homestead Air Base	195.43	80.4	275.83	1,970.96	14.0%

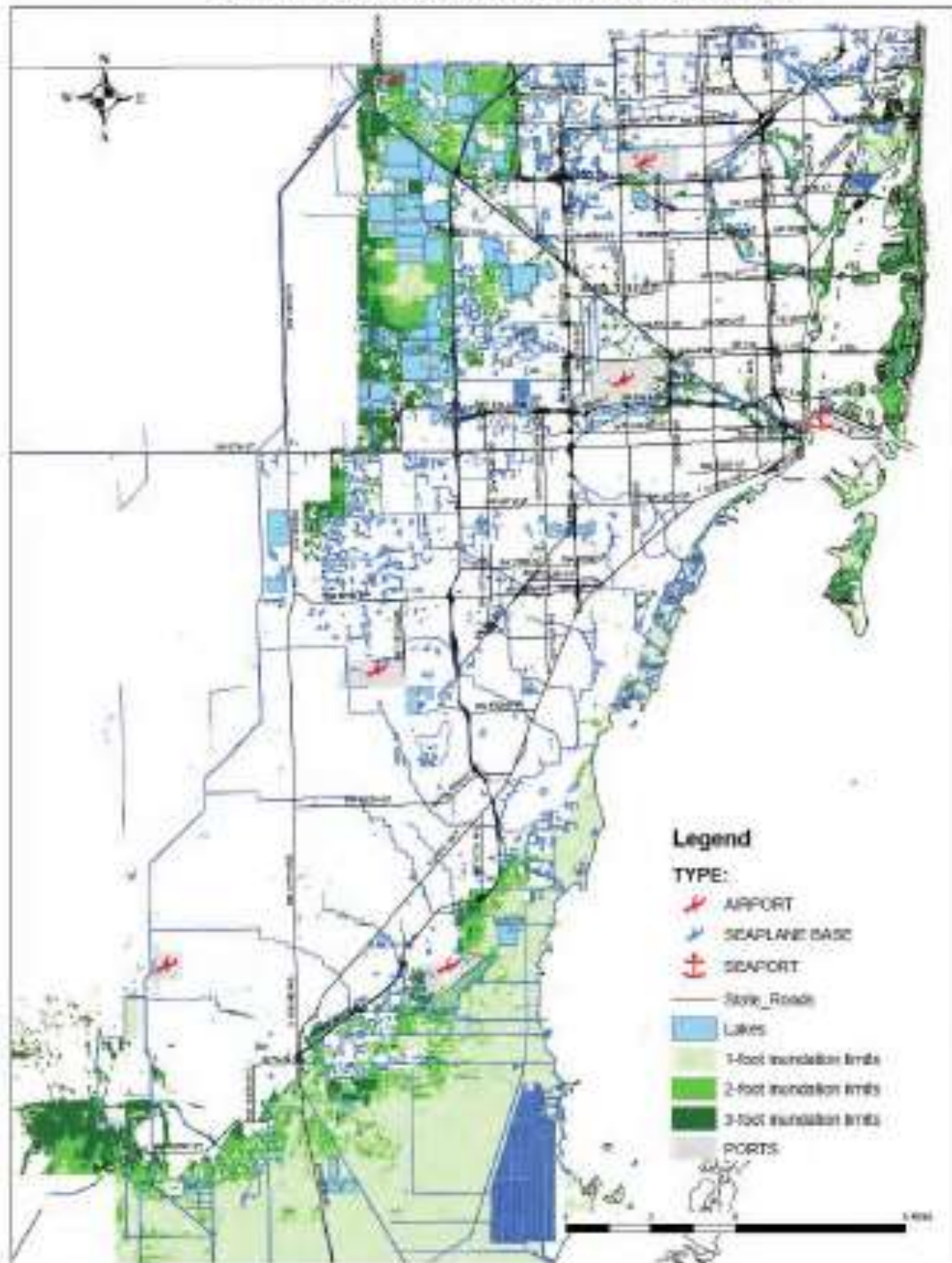
2-foot Sea Level Rise:

Facility Name	More Likely	Possible	Total Inundation	Total Area of Facility (Acres)	Percent Inundation
Homestead General Aviation	5.6	0.66	6.26	770.71	0.8%
Kendall-Tamiami	26.87	1.6	28.47	1,428.48	2.0%
Miami International	42.34	5.63	47.97	2,731.06	1.8%
Opa Locka Executive	30.58	15.93	46.51	1,640.89	2.8%
Opa Locka West	24.2	68.55	92.75	412.03	22.5%
Port of Miami (seaport)	0.89	0.22	1.11	534.5	0.2%
Port of Miami (river port)	4.63	3.61	8.24	136.23	6.0%
USA Homestead Air Base	327.73	119.27	447	1,970.96	22.7%

3-foot Sea Level Rise:

Facility Name	More Likely	Possible	Total Inundation	Total Area of Facility (Acres)	Percent Inundation
Homestead General Aviation	6.58	0.83	7.41	770.71	1.0%
Kendall-Tamiami	31.01	2.82	33.83	1,428.48	2.4%
Miami International	57.47	24.24	81.71	2,731.06	3.0%
Opa Locka Executive	65.51	76.22	141.73	1,640.89	8.6%
Opa Locka West	212.09	96.59	308.68	412.03	74.9%
Port of Miami (seaport)	1.63	0.5	2.13	534.5	0.4%
Port of Miami (river port)	14.73	11.47	26.2	136.23	19.2%
USA Homestead Air Base	573.64	202.52	776.16	1,970.96	39.4%

MIAMI-DADE COUNTY VULNERABILITY ANALYSIS SEAPORTS AND AIRPORTS



Power plants

Miami-Dade County has one nuclear power and one coal generation power plant. The generation facilities are not directly impacted. This data below includes impact to the Turkey Point Nuclear Power Plant cooling canals, the coastal wetlands at the Cutler Plant, and some scattered power transfer stations throughout western Miami-Dade County.

Power Plant	More Likely (acres)	Possible (acres)	Total Inundation (acres)	Total Area of Facility (Acres)	Percent Inundation
1-foot Sea Level Rise	4,812	247	5,059	7,228.77	70%
2-foot Sea Level Rise	5,259	233	5,492	7,228.77	76%
3-foot Sea Level Rise	5,707	233	5,940	7,228.77	82%

Railroads

Railroads did not seem to be particularly affected, perhaps due to the fact that most of the rail beds in Miami-Dade County are elevated above the road and surrounding surfaces. The impact reported is limited to FEC Railroad in the northeast coast of Miami-Dade County and to the portion of the CSX railroad serving the rockmine lakes along NW 12 ST in the western portion of the County. This data is reported in **miles**.

FEC and CSX Railroads	More Likely (miles)	Possible (miles)	Total Inundation (miles)	Total Length of Rail (miles)	Percent Inundation
1-foot Sea Level Rise	0.71	0.09	0.8	320.9	0.1%
2-foot Sea Level Rise	0.91	0.23	1	320.9	0.4%
3-foot Sea Level Rise	1.65	0.79	2	320.9	0.7%

Water and Wastewater Treatment Plants

Miami-Dade has three major water and three major wastewater treatment plants within the County boundary. The analysis was performed by land use category as provided by the Department of Planning and Zoning. The results, therefore, do not include the names of the facilities, only the area possibly or more likely affected by the inundation scenario. A more specific analysis is needed to determine if any equipment would be affected or not.

Water Treatment Plants	More Likely (acres)	Possible (acres)	Total Inundation (acres)	Total Area within Land Use Category (acres)	Percent Inundation
1-foot Sea Level Rise	0.38	0.16	0.54	210.37	0.26%
2-foot Sea Level Rise	0.85	0.64	1.49	210.37	0.71%
3-foot Sea Level Rise	2.58	1.6	4.18	210.37	1.99%

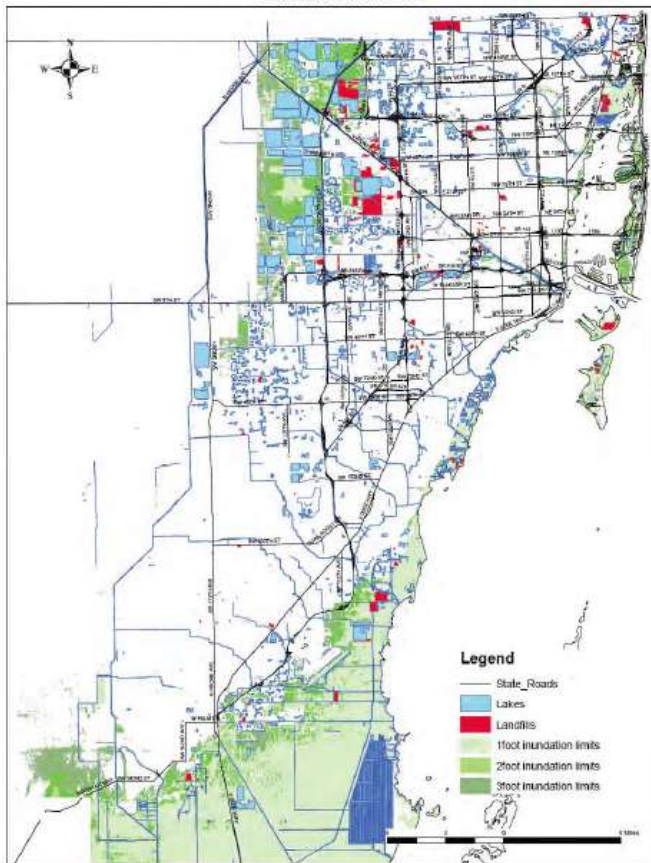
Wastewater Treatment Plants	More Likely (acres)	Possible (acres)	Total Inundation (acres)	Total Area within Land Use Category (acres)	Percent Inundation
1-foot Sea Level Rise	11.1	5.32	16.42	460.14	3.57%
2-foot Sea Level Rise	19.91	6.15	26.06	460.14	5.66%
3-foot Sea Level Rise	36.47	8.33	44.8	460.14	9.58%

Landfills

Inundation for all levels of sea level rise were primarily in retention or natural areas surrounding landfills since the landfills themselves are elevated (see graphic on next page). The South Dade Landfill, Munisport, and Dade Recycling are surrounded by low lying areas.

South Dade Landfill, Munisport, & Dade Recycling	More Likely (acres)	Possible (acres)	Total Inundation (acres)
1-foot Sea Level Rise	154	80	234
2-foot Sea Level Rise	266	33	299
3-foot Sea Level Rise	333	30	363

MIAMI-DADE COUNTY VULNERABILITY ANALYSIS LANDFILLS



Hospitals

No hospitals in Unincorporated Miami-Dade County were impacted. Of the 34 total hospitals within the county boundaries, only three hospitals were affected in municipalities in the 3-foot sea level rise scenario.

- Selected Specialty Hospital , 955 NW 3rd ST, City of Miami, 33128
- Mount Sinai Medical Center, 4300 Alton Road, City of Miami Beach, 33140
- ³¹South Beach Community Hospital, 630 Alton Road, City of Miami Beach, 33139

Schools

No schools in Unincorporated Miami-Dade County were impacted. Only three of the 867 schools were affected in municipalities in the 3-foot sea level rise scenario. However, we need more specific survey information on all affected schools, such as elevation certificates and topographic survey to determine if those would be actually impacted.

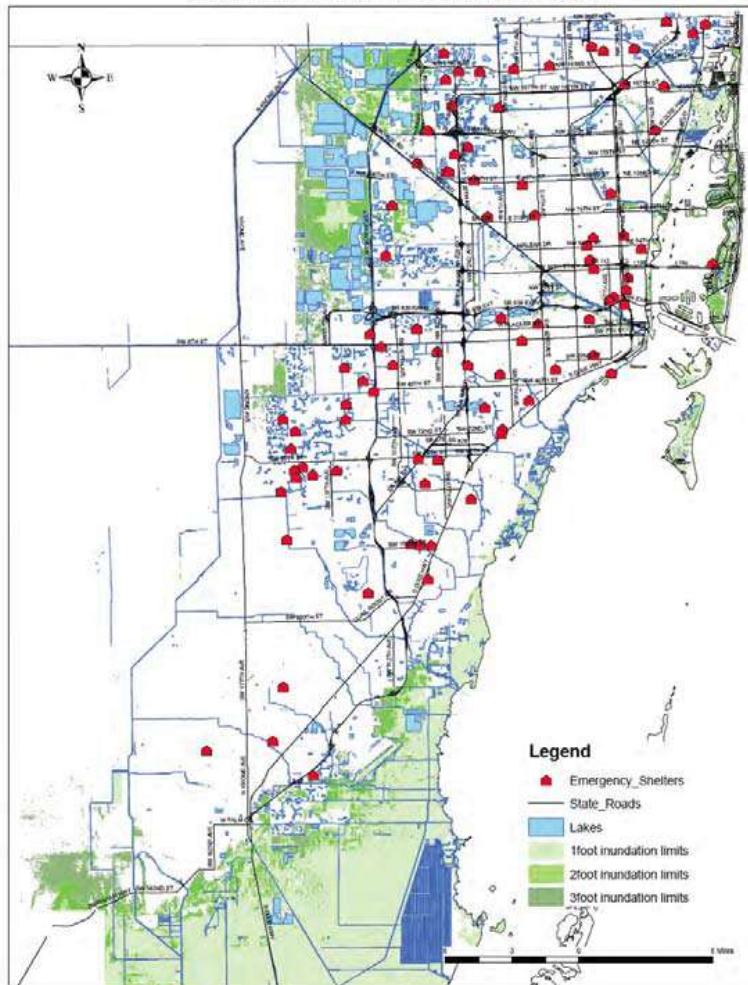
- Student Services & Attendance, 489 East Drive, Miami Springs 33166
- School Board Administrative – Annex, 1500 Biscayne Boulevard, Miami 33132
- Biscayne Elementary, 800 77th Street, Miami Beach 33141

Emergency Shelters

None of the 69 emergency shelters in Miami-Dade County were impacted. However, more specific survey information and finished floor elevation certificates on all shelters are needed to determine actual impacts.

³¹ This facility is no longer a hospital, it is now the Miami Beach Community Health Center.

MIAMI-DADE COUNTY VULNERABILITY ANALYSIS EMERGENCY SHELTERS



Evacuation Routes

Miami-Dade determined there are at most four miles of impact to all evacuation routes even at the 3-Foot inundation because these routes are built at elevations to provide service in a 100-year storm. US1 Overseas Highway to the Florida Keys and the Rickenbacker Causeway to Key Biscayne have been improved in the past two years. Therefore, the 4 miles of impact are probably an over estimation. The concern for the evacuation routes is flooding of the local access roads leading to them. This information is summarized in the section Roads by FDOT Category.



Marinas

Marine facilities were analyzed using land use category maps provided by the Department of Planning and Zoning. Marine complexes and marine commercial land uses were combined. All marina facilities are located on or next to water features, east of all salinity control structures to give easy access to the ocean. The assumption is that all will be affected in some way, although the extent is only estimated by this current analysis. It is assumed that those docks with fixed infrastructure will be inundated while floating docks will rise with sea levels.

Marine Facilities	Total Inundation (acres)
1-foot Sea Level Rise	31
2-foot Sea Level Rise	75
3-foot Sea Level Rise	150

Results of Analysis

Geographic analysis was done based on the following criteria:

- Miles of road by Florida Department of Transportation category

- Future Land Use
- Habitat / Land Use Land Cover

Taxable Value of Property

Miami-Dade County has chosen not to estimate the taxable value of potentially impacted property until such time as the mapping and analytical methods are more robust. Miami-Dade, through the Stormwater Master Planning Process, has determined that the current assessment tools probably underestimate potential impacts.

Roads by FDOT Category

Roadways are summarized by Functional Class in miles. High volume categories include sections of roadway where bridges were removed from the LiDAR data and represented bare earth rather than the actual roadways.

1-Foot Sea Level Rise – Assumption: 50% Percent Inundation = Whole Segment Affected

Functional Class	Total Inundation (Miles)	Total Coverage (% impacted)
1 – high volume, maximum speed	3	0.08%
2 – high speed, channels traffic to FC1	4	
3 – high speed, lower mobility, connects to FC2	3	
4 – moderate speed, through neighborhoods	62	
5 – low volume, i.e. access roads, parking lanes	Not assessed	
Total	72	

2-Foot Sea Level Rise – Assumption: 50% Percent Inundation = Whole Segment Affected

Functional Class	Total Inundation (Miles)	Total Coverage (% impacted)
1 – high volume, maximum speed	6	3%
2 – high speed, channels traffic to FC1	11	
3 – high speed, lower mobility, connects to FC2	8	
4 – moderate speed, through neighborhoods	232	
5 – low volume, i.e. access roads, parking lanes	Not assessed	
Total	257	

3- Foot Sea Level Rise – Assumption: 50% Percent Inundation = Whole Segment Affected

Functional Class	Total Inundation (Miles)	Total Coverage (% segments impacted)
1 – high volume, maximum speed	12.18	6%
2 – high speed, channels traffic to FC1	26.33	
3 – high speed, lower mobility, connects to FC2	21.22	
4 – moderate speed, through neighborhoods	496.21	
5 – low volume, i.e. access roads, parking lanes	Not assessed	
Total	555.94	

Social Vulnerabilities

This hazard does not tend to affect one population over another.

Severe Storm

Description

Severe storms often combine a number of meteorological events, including lightning, hail, tornadoes, and flooding. Each of these are covered in their own hazard profile. This profile will focus on what qualifies as a thunderstorms and heavy rain.

A thunderstorm is a meteorological event generated by atmospheric imbalance and turbulence caused by unstable warm air that rises rapidly, heavy moisture, and upward lift of air currents that can bring a combination of heavy rains, strong winds, hail, lightning, and tornadoes.

The Southern Florida Rainy season is defined as the time of year when most of the yearly rainfall occurs. The median start date of the rainy season is May 20th and the median end date is October 17th. During this nearly five-month period, South Florida receives about 70% of the rainfall for the entire year.

The rainy season usually has three phases:

- Late May through early July (“stormiest” part of the season).
- Early July through mid-August (hotter with dry periods)
- Late August through mid-October (higher rainfall variability due to potential tropical systems and early-fall cold fronts)

Heavy rainfall events tend to be measured by the amount of rain during a certain duration to give you what would equate to the chances of this type of storm which is typically categorized by terminology such as a 100- yr or 500 year storm.

To help local communities determine if a rain event is considered significant the following site and chart from the National Oceanic and Atmospheric Administration (NOAA) Hydro-meteorological Design Studies Center maintains the Precipitation Frequency Data Server (PFDS) which is a point-and-click interface developed to deliver NOAA Atlas 14 precipitation frequency estimates and associated information. To determine the amounts and rates of rain that could create a various internal rain event (e.g 100 yr or 500 yr) this website provides local information.

http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=fl

Using a location in Miami-Dade County with a 7 foot elevation, the following chart depicts the rainfall amounts per an interval of time that could determine if a significant rain event has occurred.



NOAA Atlas 14, Volume 9, Version 2
Location name: Miami, Florida, US*
Latitude: 25.8204°, Longitude: -80.2930°
Elevation: 7 ft*
* source: Google Maps



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.578 (0.471-0.713)	0.661 (0.538-0.816)	0.797 (0.647-0.988)	0.911 (0.735-1.13)	1.07 (0.833-1.38)	1.19 (0.907-1.56)	1.32 (0.967-1.77)	1.44 (1.02-1.99)	1.61 (1.09-2.29)	1.74 (1.15-2.52)
10-min	0.846 (0.690-1.04)	0.967 (0.788-1.20)	1.17 (0.948-1.45)	1.33 (1.08-1.66)	1.57 (1.22-2.01)	1.75 (1.33-2.28)	1.93 (1.42-2.58)	2.11 (1.49-2.92)	2.36 (1.60-3.36)	2.54 (1.68-3.69)
15-min	1.03 (0.841-1.27)	1.18 (0.961-1.46)	1.42 (1.16-1.76)	1.63 (1.31-2.03)	1.91 (1.49-2.46)	2.13 (1.62-2.78)	2.35 (1.73-3.15)	2.57 (1.81-3.56)	2.87 (1.95-4.09)	3.10 (2.05-4.50)
30-min	1.58 (1.29-1.95)	1.81 (1.48-2.24)	2.20 (1.79-2.73)	2.52 (2.04-3.14)	2.97 (2.32-3.82)	3.32 (2.53-4.33)	3.67 (2.70-4.92)	4.02 (2.83-5.56)	4.49 (3.04-6.40)	4.85 (3.20-7.04)
60-min	2.09 (1.71-2.58)	2.39 (1.95-2.96)	2.92 (2.37-3.62)	3.39 (2.73-4.22)	4.07 (3.20-5.30)	4.64 (3.55-6.11)	5.24 (3.87-7.08)	5.87 (4.15-8.18)	6.76 (4.60-9.69)	7.47 (4.93-10.8)
2-hr	2.60 (2.13-3.19)	2.97 (2.43-3.65)	3.64 (2.97-4.48)	4.25 (3.45-5.26)	5.18 (4.10-6.73)	5.96 (4.60-7.84)	6.81 (5.06-9.18)	7.72 (5.51-10.7)	9.03 (6.19-12.9)	10.1 (6.70-14.5)
3-hr	2.89 (2.37-3.53)	3.29 (2.70-4.03)	4.05 (3.32-4.97)	4.78 (3.89-5.89)	5.92 (4.73-7.72)	6.91 (5.36-9.10)	8.00 (5.98-10.8)	9.20 (6.60-12.8)	10.9 (7.53-15.6)	12.4 (8.24-17.8)
6-hr	3.39 (2.80-4.12)	3.90 (3.22-4.74)	4.88 (4.01-5.95)	5.84 (4.77-7.15)	7.36 (5.93-9.59)	8.71 (6.80-11.4)	10.2 (7.69-13.7)	11.9 (8.57-16.4)	14.3 (9.91-20.3)	16.3 (10.9-23.2)
12-hr	3.96 (3.29-4.77)	4.63 (3.84-5.59)	5.91 (4.88-7.15)	7.13 (5.86-8.67)	9.04 (7.30-11.7)	10.7 (8.40-13.9)	12.5 (9.49-16.7)	14.6 (10.6-20.0)	17.5 (12.2-24.6)	19.9 (13.4-28.2)
24-hr	4.62 (3.85-5.53)	5.47 (4.56-6.56)	7.04 (5.85-8.47)	8.51 (7.03-10.3)	10.8 (8.73-13.8)	12.7 (10.0-16.4)	14.8 (11.3-19.6)	17.1 (12.5-23.3)	20.4 (14.4-28.6)	23.2 (15.8-32.6)
2-day	5.42 (4.54-6.45)	6.40 (5.36-7.63)	8.19 (6.84-9.79)	9.85 (8.17-11.8)	12.4 (10.1-15.7)	14.5 (11.5-18.6)	16.8 (12.9-22.1)	19.4 (14.2-26.2)	23.0 (16.2-31.9)	25.9 (17.8-36.3)
3-day	6.03 (5.07-7.15)	7.06 (5.93-8.37)	8.91 (7.46-10.6)	10.6 (8.83-12.7)	13.2 (10.8-16.6)	15.4 (12.2-19.6)	17.8 (13.6-23.2)	20.3 (15.0-27.3)	24.0 (17.0-33.2)	27.0 (18.5-37.6)
4-day	6.59 (5.55-7.79)	7.60 (6.40-8.99)	9.43 (7.91-11.2)	11.1 (9.28-13.3)	13.7 (11.2-17.2)	15.9 (12.6-20.2)	18.2 (14.0-23.8)	20.8 (15.4-27.9)	24.5 (17.4-33.7)	27.5 (18.9-38.2)
7-day	8.08 (6.83-9.50)	8.97 (7.58-10.6)	10.6 (8.96-12.6)	12.2 (10.2-14.5)	14.7 (12.1-18.3)	16.8 (13.4-21.2)	19.1 (14.8-24.8)	21.7 (16.1-28.9)	25.4 (18.2-34.8)	28.4 (19.7-39.3)
10-day	9.34 (7.92-10.9)	10.2 (8.67-12.0)	11.9 (10.1-14.0)	13.5 (11.3-15.9)	16.0 (13.1-19.8)	18.1 (14.5-22.7)	20.4 (15.8-26.3)	23.0 (17.1-30.5)	26.7 (19.1-36.4)	29.7 (20.7-40.9)
20-day	12.7 (10.8-14.7)	14.1 (12.0-16.4)	16.4 (13.9-19.2)	18.5 (15.6-21.7)	21.4 (17.6-26.0)	23.7 (19.1-29.3)	26.2 (20.3-33.2)	28.7 (21.4-37.5)	32.2 (23.2-43.4)	35.0 (24.5-47.8)
30-day	15.4 (13.2-17.9)	17.3 (14.8-20.1)	20.4 (17.3-23.7)	22.9 (19.4-26.7)	26.2 (21.5-31.8)	28.8 (23.1-35.3)	31.4 (24.4-39.4)	33.9 (25.3-43.9)	37.2 (28.8-49.7)	39.7 (27.9-54.1)
45-day	19.1 (16.4-22.0)	21.5 (18.4-24.8)	25.3 (21.6-29.3)	28.3 (24.0-32.9)	32.2 (26.3-38.3)	35.0 (28.1-42.4)	37.6 (29.3-46.9)	40.2 (30.1-51.6)	43.3 (31.3-57.4)	45.5 (32.2-61.8)
60-day	22.3 (19.2-25.7)	25.1 (21.5-28.9)	29.3 (25.1-33.9)	32.7 (27.8-37.9)	36.9 (30.2-43.8)	39.9 (32.1-48.2)	42.6 (33.2-52.9)	45.2 (33.9-57.8)	48.2 (34.8-63.6)	50.2 (35.6-68.0)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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Location

The entire County is vulnerable to severe storms.

Extent

Winds of up to 100 mph during a severe storm and rain amounts of 14" in a few hours.

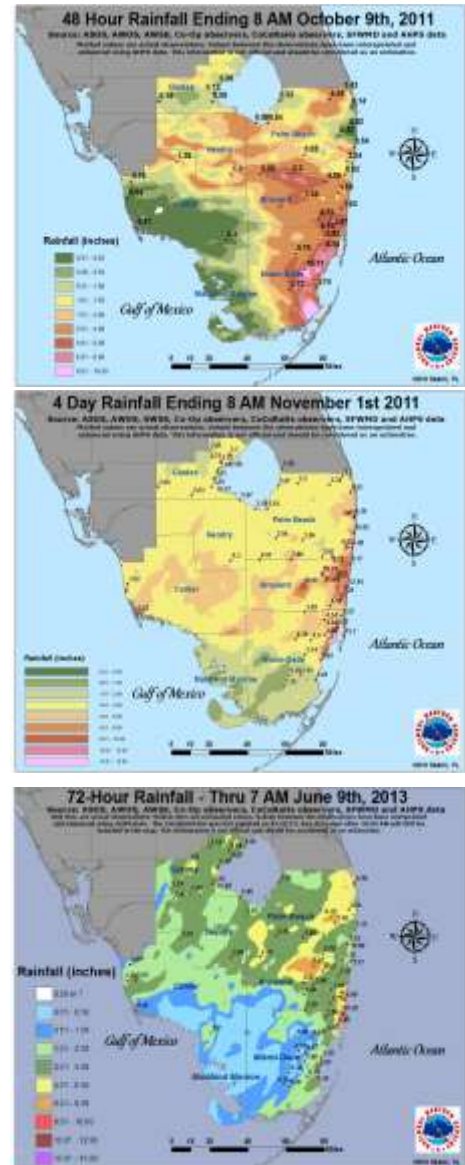
Impact

In February 1995, a severe storm caused \$5 million in damages. A twisting downdraft damaged four commercial jets, several loading platforms, and a catering truck at concourse G at Miami International Airport. It is estimated that the winds at the site were 100 mph.³²

On October 9, 2011 we experienced a heavy rain event in Miami-Dade with over 10" of rain falling at the West Kendall/Tamiami Airport. The top graphic illustrates the rain fall amounts for a 48-hour period.

From October 28-31, 2011 another heavy rain event occurred with the greatest impacts being felt in Miami Beach. The areas of heaviest showers and thunderstorms were over Pinecrest, Coral Gables and Coconut Grove and remained over that area for another few hours. This area of rainfall produced anywhere from 6 to 10 inches of rain in only a few hours from Cutler Bay to Coconut Grove, leading to severe street flooding and intrusion of water into dozens of homes across this area. Estimates from the South Florida Water Management District indicate that isolated areas in Coconut Grove may have received in excess of 12 inches during this time span. Portions of Miami-Dade County experienced 3-7 inches of rain in a few hours causing significant street flooding.

In June of 2013 as Tropical Storm Andrea passed across north Florida, south Florida was on the receiving end of torrential rains over northeastern Dade as the tail of the storm moved across the area. Up to 14" of rain was measured in North Miami Beach in only a few hours and 8-12" from North Miami to the southern portion of Broward County. The event caused severe street flooding and flooding of buildings.



Previous Occurrences

June 20, 2014 – Miami City Hall reported a thunderstorm with a gust of up to 64 mph.

June 13, 2014 – A thunderstorm near Kendale Lakes records a wind gust of 62 mph and multiple trees reported down at the Miccosukee Golf and Country Club.

³² National Climatic Data Center, Storm Events Database

April 19, 2014 - Cold front produces showers and thunderstorms with a gust reported up to 61 mph.

February 12, 2014 - Strong cold front caused thunderstorms with wind gust of 70 mph.

September 15, 2013 – Strong to severe level winds cause power outages. Reports of a wind gust of 58 mph and a tree down.

April 15, 2013 – Afternoon thunderstorms with wind gusts up to 61 mph reported with damage to a carport.

September 19, 2012 - Scattered thunderstorms over South Florida caused a thunderstorm in Kendall that causes large tree branches to break.

June 6, 2012 – Severe thunderstorm with high wind gusts and hail occurred in Miami-Dade. Reports of numerous trees downed reported in Leisure City, South Miami Heights and Princeton. Wind gusts were estimated at 60 mph. In Perrine several signs from businesses were blown off a building.

May 20, 2012 – Tree branches in 3-4 inches in diameter were snapped in Miami Lakes due to a severe storm.

May 18, 2012 - Large tree branches were snapped and broken off in a two-square-block area near the intersection of SW 8th Street and SW 142th Avenue, resulting from a downburst associated with a severe thunderstorm. Trees were also reported down in Sweetwater and Doral. Winds were estimated between 60-70 mph and large trees were uprooted and a light pole was downed in Doral.

May 8, 2012 - A strong thunderstorm produced a wind gust of 59 knots...or 68 mph, measured by a mesonet site at Sun Life Stadium.

Vulnerability

Physical Vulnerabilities

The entire built environment (Critical Infrastructure, Key Resources, Building Stock) may be vulnerable to severe storms due to wind or rain damages. These types of events could cause power outages or some structural damages to mobile/manufactured homes (see Hurricanes/Tropical Storms for a listing), communications towers, or damage trees and overhead utilities. Underground utilities could be impacted if trees topple and uproot these systems. Severe weather may also cause flying debris to cause additional damages. Structures in areas where there has been repetitive losses and no mitigation may also be at higher risk but past flooding events do not necessarily indicate future flooding problems. Areas with ongoing construction or drainage problems may also be at greater risk. Parks and open spaces where people congregate outside are vulnerable to severe weather that may roll in with little notice, this includes coastal beaches, Crandon Park, all

County and State parks, large venues such as the Homestead- Miami Speedway, Sunlife Stadium, and Marlins Park.

Social Vulnerabilities

People who live in areas prone to flooding and may be uninsured or underinsured are at greatest risk. The cost of insurance may be prohibitive and people who live outside of a flood zone may believe they are not at risk. People who rent properties may not be aware of their flood risk as it may not be disclosed by the owner or they may not know the history of the area. Electric dependent and persons living in mobile/manufactured homes may be at greater risk when it occurs in their areas.

Tornado

Description

A tornado is a violently rotating column of air extending from a thunderstorm to the ground. The most violent tornadoes are capable of tremendous destruction with wind speeds of 250 mph or more. Damage paths can be in excess of one mile wide and 50 miles long. A majority of tornadoes, however, have wind speeds of 112 mph or less. Florida tornadoes occur in the greatest number during June, July and August. These are typically small, short- lived events that can produce minor damage and seldom take lives. Florida's most deadly tornado outbreaks occur in the spring.

Waterspouts are common along the southeast U.S. coast -- especially off Southern Florida and the Keys -- and can happen overseas, bays and lakes. They are smaller and weaker than the most intense tornadoes, but still can be quite dangerous. Waterspouts can overturn small boats, damage ships, create significant damage when hitting land, and kill people.

Location

The entire county is equally vulnerable to tornadoes.

Extent

EF-3 tornado could be experienced.

Impact

Miami-Dade ranks fourth in the state with eighty-six (86) reported tornadoes from 1971 to 2002. Based on data from 1950 –2011, there has been 31 tornado events in Miami-Dade that have resulted in 158 injuries, 1 death and \$202 million in damage. The tornado in 1959 touched down in Coral Gables and moved over the Miami business district and Biscayne Bay and impacted Sunny Isles. Most injuries were from flying and broken glass. Another occurrence on March 27, 2003 had a tornado that peaked as an F-2 that hit the Brownsville/Liberty City neighborhood. One person was killed in their home by tree debris

and fourteen people were injured. FEMA damage estimates included \$2.2M for housing assistance and \$6.2M for other assistance, totaling \$8.4M.³³

Previous Occurrences

May 15, 2014 – Miami International Airport tower officials reported a tornado 1 mile west of them. Minor damage consistent with an EF-0 with maximum winds estimated at 65 mph damaging trees, street signs and a vehicle.

July 20, 2013 – A funnel cloud east of Kendal Regional Medical Center was reported.

May 22, 2013 – A funnel cloud was reported near Princeton.

January 4, 2013 – Several funnel clouds were reported in areas of Kendall, Cutler Bay, near Zoo Miami and the Dolphin Mall in Sweetwater. No reports of touchdowns.

August 3, 2012 – A tropical Wave in the northern Bahamas and western Caribbean produces thunderstorms in South Florida and a funnel cloud was reported in the Richmond Heights area.

July 28, 2012 – A tiny funnel cloud was reported near Homestead General Airport. No reported damages.

July 16, 2012 – A rope-like funnel cloud was reported over the Redlands, west of Krome. No known damages.

June 29, 2012 - Homestead General Aviation reported a funnel cloud west of Homestead, it did not touch down or cause damage.

June 24, 2012 – Golden Beach Police reported a waterspout moving onshore moving north. The path was approximately 0.5 miles and it was estimated as a n EF-0. Beach chairs were tossed about 30 feet in the air and there was damage to trees and a hut. One residence also had damage to a metal gate and trees. Damages about \$10K.

Vulnerability

Physical Vulnerabilities

The entire built environment is vulnerable to tornadoes depending on where it hits (may be directly or indirectly impacted). Mobile and manufactured homes tend to sustain the most damage from a tornado due to their lighter weight building materials. A list of mobile home parks in Miami-Dade is provided in the Hurricane/Tropical Storm section. Unrein-

³³ National Weather Service Miami – South Florida, Series of Tornadoes Hit South Florida Including Miami and Miami-Dade County.

forced concrete buildings and wood structures may be more vulnerable to tornado damage. Power lines and trees may be downed or underground utilities may be uprooted when trees topple.

Social Vulnerabilities

People with disabilities such as decreased vision or hearing may not be aware of the tornado warnings. Electrically dependent individuals may rely on life-sustaining medical equipment and may be at greater risk due to power outages.

Wildfire

Description

Wildfire is defined by the Florida Forest Service (FFS) as any fire that does not meet management objectives or is out of control. Wildfires occur in Florida every year and are part of the natural cycle of Florida's fire-adapted ecosystems. Many of these fires are quickly suppressed before they can damage or destroy property, homes and lives.

There are four types of wildfires:

- Surface Fires: Burn along the forest floor consuming the litter layer and small branches on or near the ground.
- Ground Fires: Smolder or creep slowly underground. These fires usually occur during periods of prolonged drought and may burn for weeks or months until sufficient rainfall extinguishes the fire, or it runs out of fuel.
- Crown Fires: Spread rapidly by the wind, moving through the tops of the trees.
- Wildland/Urban Interface Fires: Fires occurring within the WUI in areas where structures and other human developments meet or intermingle with wildlands or vegetative fuels. Homes and other flammable structures can become fuel for WUI fires.

A wildfire is a naturally occurring event, often ignited by lightning or discarded cigarettes, and/or unattended camp fires and fueled by grasses, brush, and trees. Wildfires help to control the buildup of woody debris, improve soil conditions, reduce weedy and invasive plants, reduce plant disease, and maintain the habitat conditions thus providing a healthy ecosystem. Fires in the Everglades tend to happen annually, with rapid wet-season fires, often started by lightning. Dry-season fires are less common, but can be more damaging.

Location

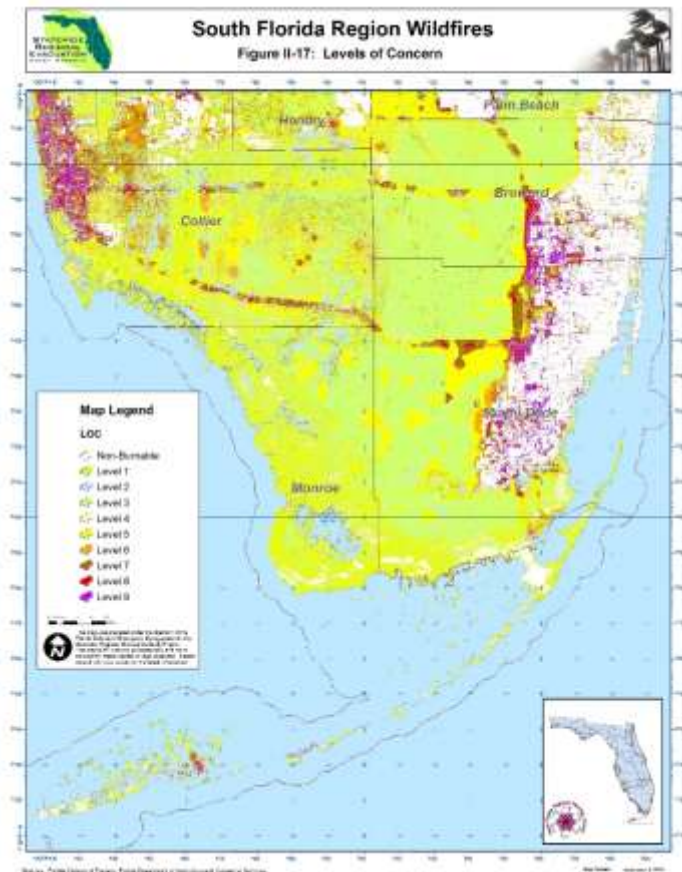
Wildfires are most likely to occur in the western portions of Miami-Dade County within one mile of the Urban Wildland Interface and the Everglades.

Extent

2000 acres.

Impact

In previous events homes have been threatened by wildfire, the Turnpike Extension and the Don Shula Expressway were closed due to heavy smoke, and acres of farmland and fields of grasses were destroyed.



FIRE DANGER LEVELS

Level	Criteria
Low	Ignition: Fuels do not ignite readily from small firebrands although a more intense heat source, such as lightning, may start fires. Spread: Fires in open cured grasslands may burn freely a few hours after rain, but woods fires spread slowly by creeping or smoldering, and burn in irregular fingers. Spotting: There is little danger of spotting. Control: Easy
Moderate	Ignition: Fires can start from most accidental causes, but with the exception of lightning fires in some areas, the number of starts is generally low. Spread: Fires in open cured grasslands will burn briskly and spread rapidly on windy days. Timber fires spread slowly to moderately fast. The average fire is of moderate intensity, although heavy concentrations of fuel, especially draped fuel, may burn hot. Spotting: Short-distance spotting may occur, but is not persistent. Control: Fires are not likely to become serious and control is relatively easy.

Level	Criteria
High	Ignition: All fine dead fuels ignite readily and fires start easily from most causes. Unattended brush and campfires are likely to escape. Spread: Fires spread rapidly. High-intensity burning may develop on slopes or in concentrations of fine fuels. Spotting: Short-distance spotting is common. Control: Fires may become serious and their control difficult unless they are attacked successfully while small.
Very High	Ignition: Fires start easily from all causes. Spread: Immediately after ignition, spread rapidly and increase quickly in intensity. Fires burning in light fuels may quickly develop high intensity characteristics such as long-distance spotting and fire whirlwinds when they burn into heavier fuels. Spotting: Spot fires are a constant danger; long distance spotting likely. Control: Direct attack at the head of such fires is rarely possible after they have been burning more than a few minutes.
Ex-treme	Ignition: Fires start quickly and burn intensely. All fires are potentially serious. Spread: Furious spread likely, along with intense burning. Development into high intensity burning will usually be faster and occur from smaller fires than in the very high fire danger class. Spotting: Spot fires are a constant danger; long distance spotting occurs easily. Control: Direct attack is rarely possible and may be dangerous except immediately after ignition. Fires that develop headway in heavy slash or in conifer stands may be unmanageable while the extreme burning condition lasts. Under these conditions the only effective and safe control action is on the flanks until the weather changes or the fuel supply lessens.

Source: National Fire Danger Rating System

Previous Occurrences

There have been no wildfires since the last LMS update in 2009.

May 7, 2008 – Redland area a large grass fire ignited on a farm and burned some farm equipment and 20 acres.

April 5, 2000 – Homestead a 50-acre wildfire destroyed two mobile homes and two boats, estimated damages \$100K.

March 3, 1999 - Redland area about a dozen wildfires burned as winds gusting near 30 mph quickly spread the flames. None of the fires exceeded 100 acres but a plant nursery was destroyed and several homes were threatened. Smoke closed the Florida Turnpike Extension and the Don Shula Expressway for several hours.

There have been four federally declared wildfire events.

PRESIDENTIALLY DECLARED WILDFIRE EVENTS IN MIAMI-DADE

Disaster Type	Disaster Number	Title	Incident Begin Date	Declaration Date	Incident End Date	Disaster Close Out Date
FS	2359	FL - EVERGLADES FIRE COMPLEX - 04/25/01	4/17/2001	4/25/2001		9/16/2003
EM	3139	FL-FIRES 04/15/99	4/15/1999	4/27/1999	5/25/1999	4/14/2004
FS	2256	FL-FIRES 04/13/99	4/13/1999	4/18/1999		7/26/2002
DR	1223	EXTREME FIRE HAZARD	5/25/1998	6/18/1998	7/22/1998	6/21/2011

Vulnerability

Physical Vulnerabilities

The built environment (Critical Infrastructure, Key Resources and Building Stock) and natural environment that are closest to the Everglades, agricultural areas or large open spaces are at a higher risk for exposure from wildfires. Critical facilities would include the Homestead Correction Institute, Dade Correctional Institution, Dade Juvenile Residential Facility, Everglades Correctional Institution, Krome North Service Processing Center, South Florida Reception Center, and Metro-West Detention Center. Residential areas of concern would include the Everglades Labor Camp, Gator Park Mobile Home Park, and Jones Fishing Camp Trailer Park. Visibility on roads may be compromised due to smoke and this may lead to the need for road closures or increased traffic accidents.

Social Vulnerabilities

Populations with respiratory complications may be at greater risk due to air quality issues in relation to wildfires. The social vulnerability section should be reviewed for more information on how these types of circumstances may affect populations differently.

Winter Storm

Description

Severe winter weather includes extreme cold, snowfall, ice storms, winter storms, and/or strong winds, and affects every state in the continental United States. Areas where such weather is uncommon, such as Florida, are typically affected more by severe winter weather than regions that experience this weather more frequently. For Miami-Dade, winter weather hazard events occur when high winds, and cold temperatures occur. In Miami-Dade, most winter concerns revolve around protecting crops from cold temperatures and providing shelter for vulnerable populations such as the homeless. Extreme cold conditions in Florida are considered to be slightly above freezing.

Location

The entire county is vulnerable to winter weather, inland portions tend to see colder temperatures by a few degrees. These areas tend to be south of Kendall Drive and west of the Florida Turnpike, primarily the Redland area and areas west of Homestead and Florida City.

Extent

26 degrees F with cold weather shelters open for over 10 consecutive days.

AVERAGE FREEZE DATES FOR SOUTH FLORIDA³⁴

LOCATION	EARLIEST FREEZE	AVG FIRST FREEZE	AVG LAST FREEZE	LATEST FREEZE
HIALEAH	DECEMBER 15	DECEMBER 21-31	JANUARY 21-31	MARCH 3
HOMESTEAD	DECEMBER 28	DECEMBER 21-31	JANUARY 21-31	JANUARY 31
MIAMI BEACH	DECEMBER 24	DECEMBER 21-31	JANUARY 21-31	MARCH 3
MIAMI	DECEMBER 11	DECEMBER 21-31	JANUARY 21-31	MARCH 3

Impact

In January 2010, Miami-Dade experienced two back to back cold fronts, with temperatures below freezing in the interior portions of the county. Crop damage was extensive and severe, with estimates in excess of \$500M in the region. Thousands of customers experienced intermittent power outages due to record-setting usage demands. Hazards such as carbon monoxide poisoning and household fires are increased in improperly ventilated homes during severe winter weather events. The loss of utilities stress resources and puts vulnerable populations at risk. Two fatalities were noted from exposure to cold, a homeless man in Fort Lauderdale and an elderly man in an unheated apartment in Miami. Cold weather shelters were open for over 10 consecutive nights in many areas of South Florida.

Previous Occurrences

2013-2014 - None

January, 3, 2012 - Temperatures dropped to the freezing mark over parts of inland Miami-Dade County on the night of January 3rd and early morning of January 4th, with temperatures at these values for 2-4 hours. Areas most affected were the Redland and Homestead areas. Damage to most sensitive crops (beans, herbs, squash, and Asian vegetables) was about 15-20%. A few wind-protected fields suffered near-total losses.

Early January 2010 - Very cold air of arctic origin in the wake of a front produced freezing temperatures and very low wind chills to all of south Florida. Freezing temperatures were noted over almost all of south Florida on the mornings of January 10th and 11th. Four consecutive nights of below freezing temperatures occurred over interior sections of south Florida from January 10th through January 13th. The combination of this episode and the first one between January 1 and January 7 produced the coldest 12-day period of temperatures on record at several south Florida locations. Crop damage was extensive and severe, with total damage estimates in excess of \$51 million dollars in Miami-Dade. Thousands of customers experienced intermittent power outages during this period due to record-setting usage demands. Wind chills dropped below 35 degrees and remained mostly in the 20s from the evening hours of January 9th through midday on January 10th.

³⁴ National Weather Service Miami Office

January 5, 2001 - A freeze occurred throughout the interior sections of south Florida, causing damage to certain crops. Hardest hit were certain vegetable crops with 30% losses in the farming areas of south Miami-Dade County. Other crops that were damaged included newly planted sugar cane, ornamentals, and tropical fruits. A heavy frost occurred in the western suburbs of Miami-Dade.

PRESIDENTIALLY DECLARED FREEZE EVENTS IN MIAMI-DADE

Disaster Type	Disaster Number	Title	Incident Begin Date	Declaration Date	Incident End Date	Disaster Close Out Date
DR	1359	SEVERE FREEZE	12/1/2000	2/5/2001	1/25/2001	5/14/2010
DR	851	SEVERE FREEZE	12/23/1989	1/15/1990	12/25/1989	4/23/1996
DR	732	SEVERE FREEZE	3/18/1985	3/18/1985	3/18/1985	10/27/1988
DR	526	SEVERE WINTER WEATHER	1/31/1977	1/31/1977	1/31/1977	12/18/1978
DR	304	FREEZE	3/15/1971	3/15/1971	3/15/1971	6/18/1973

Source: data.gov, FEMA Disaster Declarations Summary

Vulnerability

Physical Vulnerabilities

Little of the built environment (Critical Infrastructure, Key Resources and Building Stock) is vulnerable to winter storms. Pipes carrying water to households could freeze and expand causing pipes to burst. Inadequately heated or insulated homes may resort to heating by kerosene heaters or stoves. These methods of heating are dangerous and contribute to carbon monoxide poisoning and household fires. Agricultural interests are more vulnerable to winter storms and frost can destroy crops. Crops most vulnerable to winterstorms and freezes are the ones that are grown during the winter months and harvested in the spring months including cantaloupe, carambola, celery, cucumbers, dragon fruit, eggplant, fennel, guava, greenbeans, herbs, jackfruit, longan, lychee, mushrooms, onions, papaya, passion fruit, plantains, radishes, sapodilla, spinach, squash, strawberries, sweetcorn, thyme, tomatoes and zucchini.

Social Vulnerabilities

Extreme cold weather is a particularly dangerous hazard for at risk populations such as the homeless, elderly, low income or people living in homes without heating or means to keep warm. These populations include those who have a difficult time keeping warm or finding a heat source during an extreme cold event. The homeless are particularly at risk. Age groups such as the elderly and infants have limited physiological capability to keep warm. It is estimated that there are about 4,150 homeless people in Miami-Dade County. Larger concentrations of homeless tend to be near the downtown Miami and Miami Beach areas. Body warming mechanisms such as "goose bumps" and shivering are restricted in these groups. Outdoor animals and pets are also at risk of extreme cold temperatures.

Natural Hazards by Jurisdiction

The following chart depicts the probability risk by location of all of the natural hazards. The estimate of risk is based on the judgment of local planners and the LMS Working Group regarding the likely frequency of occurrence of the hazard event based on the location of the jurisdiction to the hazard potentially occurring. Sea Level Rise probabilities were determined by potential future risk as identified in the map in the Sea Level Rise section. The rankings are Low (L), Medium (M) and High (H).

Jurisdiction	Drought	Erosion	Flooding	Hurricane/ Tropical Storm	Saltwater Intrusion	Sea Level Rise	Severe Storm	Tornado	Wildfires	Winter Storms
Aventura	M	L	H	H	H	H	H	H	L	M
Bal Harbour	M	H	H	H	H	H	H	H	L	M
Bay Harbor	M	H	H	H	H	H	H	H	L	M
Biscayne Park	M	L	H	H	H	L	H	H	L	M
Coral Gables	M	L	H	H	H	H	H	H	L	M
Cutler Bay	M	L	H	H	H	H	H	H	L	M
Doral	M	L	H	H	L	H	H	H	L	M
El Portal	M	L	H	H	H	M	H	H	L	M
Florida City	M	L	H	H	H	H	H	H	M	M
Golden Beach	M	H	H	H	H	H	H	H	L	M
Hialeah	M	L	H	H	L	M	H	H	L	M
Hialeah Gardens	M	L	H	H	L	M	H	H	L	M
Homestead	M	L	H	H	H	H	H	H	M	M
Key Biscayne	M	H	H	H	H	H	H	H	L	M
Medley	M	L	H	H	L	M	H	H	L	M
Miami	M	L	H	H	H	L	H	H	L	M
Miami Beach	M	H	H	H	H	H	H	H	L	M
Miami Gardens	M	L	H	H	L	M	H	H	L	M
Miami Lakes	M	L	H	H	L	M	H	H	L	M
Miami Shores	M	L	H	H	H	M	H	H	L	M
Miami Springs	M	L	H	H	L	M	H	H	L	M
North Bay Village	M	L	H	H	H	M	H	H	L	M
North Miami	M	H	H	H	H	H	H	H	L	M
North Miami Beach	M	L	H	H	H	H	H	H	L	M
Opa-locka	M	L	H	H	L	M	H	H	L	M
Palmetto Bay	M	L	H	H	H	H	H	H	L	M
Pinecrest	M	L	H	H	H	H	H	H	L	M
South Miami	M	L	H	H	L	L	H	H	L	M
Sunny Isles	M	H	H	H	H	H	H	H	L	M
Surfside	M	H	H	H	H	H	H	H	L	M
Sweetwater	M	L	H	H	L	M	H	H	L	M
Virginia Gardens	M	L	H	H	L	L	H	H	L	M
West Miami	M	L	H	H	L	L	H	H	L	M
Unincorporated	M	H	H	H	H	H	H	H	M	M

Miami-Dade County Critical Facilities Inventory

The LMSWG recognizes the importance of mitigation to critical facilities and as such uses data supplied by the municipalities and the various county departments to develop a database which includes the critical facilities inventory, NFIP repetitive loss data, historic flood data and the locations of hazardous materials that fall under the jurisdiction of Section 302 of the Federal Emergency Planning and Community Right-to-Know Act. This data has been supplied by the Miami-Dade County Division of Environmental Resources Management (DERM) and the State Emergency Response Commission.³⁵

Similarly, Miami-Dade and the municipalities control a huge inventory of properties. Therefore, due to its voluminous size, the listing of non-critical municipal public building and facilities will be maintained separately by the county and each municipality.

A critical facilities inventory is maintained by Miami-Dade Office of Emergency Management (OEM) and the Miami-Dade Information Technology Department (ITD) that includes those facilities that have been deemed critical by the state and federal governments. A copy has been supplied to FDEM as well. The inventory includes GIS coverage for the following: the Miami-Dade County street network, day care centers, medical facilities (MMF, hospitals, nursing homes, adult living facilities), Miami-Dade fire stations, municipal fire stations, Miami-Dade police stations, municipal police stations, solid waste management sites, sewage treatment plants, sewer pump stations, water treatment plants, Miami-Dade County schools, hazardous materials sites, municipal critical facilities inventory, the Miami-Dade evacuation network, and hurricane evacuation centers. In 2014 OEM and ITD updated the *Debris Management Plan* to update debris clearance measures including critical facilities.

While the state and federal government defines critical facilities as those listed above, the Miami-Dade LMSWG has defined critical facilities in three types or levels, which are:

- Level 1 – A facility that must remain available in all circumstances and at all times. The community cannot do without this facility at all. Protective measures are an absolute must.
- Level 2 – A facility that must be restored within twenty-four hours or risk dire consequences to the community.
- Level 3 – A facility that must be restored within seventy-two hours or the community may suffer major problems.

The LMSWG concludes that any facility that the community can do without for more than seventy-two hours is not truly critical; important perhaps, but not critical.

³⁵ EMAP4.4.1

Data Sources Identified

We have identified the following data sources as being important and comprehensive to the accomplishment of our mitigation goals. However, additional data sources will surely be discovered as we proceed with the task of mitigation.

Federal Emergency Management Agency (FEMA)

- National Flood Insurance Program repetitive loss inventory.
- Flood Insurance Rate Maps, hurricane storm surge maps, and previous natural hazard computer modeling results. New FIRM maps were implemented in 2009 and Miami-Dade is currently undergoing a Coastal Study that is slated to be complete in 2019.
- The FEMA website www.fema.gov has a wealth of accumulated data that can be extremely valuable in developing mitigation measures.

Other U. S. Government Databases and Information Sources

- National Hurricane Center and the National Oceanographic Atmospheric Administration (NOAA) historical storm related data (including, National Climatic Data Center).
- The National Weather Service Miami Forecast Office data files.
- National Hurricane Center “SLOSH” models.
- National Priorities List (NPL)
- Comprehensive Environmental Response, Compensation and Liability Information System List (CERCLIS – the “Superfund”)
- No Further Remedial Action Planned List (NFRAP)
- Emergency Response Notification System List (ERNS)
- RCRA Corrective Action Tracking System List (CORRACTS)
- Resource Conservation and Recovery Information System List (RCRIS)
- Hazardous Waste Data Management System List (HWDMS)
- Facility Index Data System List (FINDS)
- Toxic Release Inventory System List (TRIS)
- U. S. Immigration and Naturalization Service databases.

State of Florida

- Florida State University Department of Meteorology hurricane historical database.
- State-Funded Action Sites List (SFAS).
- State Sites List (SITES).
- Solid Waste Facilities List (SLDWST).
- Petroleum Contamination Tracking System Report (PCTS).
- Stationary Tank Inventory System List (TANKS).
- Hazardous Waste Compliance & Enforcement Tracking System List (COMHAZ).

- South Florida Water Management District (SFWMD).

Miami-Dade County

- Municipal and County Emergency Management Plans and Comprehensive Plans.
- Municipal and County Floodplain Management Plans.
- Miami-Dade Stormwater Management Master Plan and Capital Improvements Projects.
- Miami-Dade County, Division of Environmental Resources Management (DERM) GIS database.
- Miami-Dade County, Information Technology Department, Critical Facilities Inventory and other GIS databases.
- Enforcement Case Tracking System Report (ECTS).
- Fuel Spill Report (FSPILL).
- Hazardous Waste Report (HW).
- Industrial Waste Reports.
- Underground Storage Tanks Report (UST).
- Agriculture extension services and databases.

Municipal Agencies

Staff resources, records and data files.

Additional Resources

- The American Red Cross will provide information regarding shelters, as well as staff resources and records
- Internet web sites provided by the Florida Division of Emergency Management as part of the Local Mitigation Strategy Guidebook

CONFLICT RESOLUTION PROCEDURES

The Miami-Dade County Local Mitigation Strategy Working Group has established procedures to resolve conflicts between member entities that may arise from the development of the LMS. It has borrowed extensively from the *Regional Dispute Resolution Process of the South Florida Regional Planning Council*.

These procedures are designed to clearly identify and resolve problems as early as possible, to utilize procedures in a low-cost to high-cost sequence, to allow flexibility in which procedures are used, to provide for the appropriate involvement of affected and responsible parties, and to provide as much process certainty as possible.

There are two basic components: process initiation and settlement meetings. Additionally, there are five optional components: pre-initiation meeting, situation assessments, mediation, advisory decision-making, and referral to other dispute resolution processes.

The Working Group consists of representatives from Miami-Dade County, its incorporated municipalities, county departments and other participating organizations.

In the event of a dispute, parties named in the Initiation Letter (see below) are automatically allowed to participate. Other jurisdictions, public or private organizations, groups, or individuals must be suggested by a named party and agreed to by a majority of the named parties before inclusion; or recommended for inclusion by a mediator mutually selected by the named parties.

Other jurisdictions, public and private organizations, groups, or individuals seeking to become named parties can submit a written petition to the Working Group. Such groups will become named parties if agreed to by a majority of the named parties or by a mutually selected mediator. Named parties have twenty-one days to respond to the Initiation Letter.

Each named party must appoint a representative who should have authority to act. Jurisdictions are encouraged to designate a representative before one is needed. This person will be responsible for the party's interests and maintain communication throughout the process. The representative must be named in writing.

- **Pre-Initiation Meeting:** Any jurisdiction, organization, group or individual may request an informal pre-initiation meeting with the Working Group coordinator.
- **Initiation Letter:** The conflict resolution process begins with an Initiation Letter from a jurisdiction's governing body, which is sent to all named parties and the Working Group coordinator. This must be accompanied by either a resolution or written authorization from the same governing body.

The Initiation Letter must identify the issues to be discussed; named parties to be involved; name of the initiating party's representative; others who will attend; and a brief history of the dispute that indicates why this dispute is appropriate for this process.

- **Response Letter:** The named parties must send a response letter to the Working Group coordinator and all other named parties. The response letter must indicate the respondent's willingness to participate in a settlement meeting and include any additional issues for discussion as well as a brief description and history of the dispute from the respondent's point of view.
- **Situation Assessment:** At the request of a jurisdiction, organization, group, or individual, the Working Group coordinator or other neutral party can perform a situation assessment at any time, before or after initiation of the process. The situation assessment can involve examination of documents, interviews and assessment

meetings, and can result in a recommendation concerning the issues to be addressed, parties that may participate, appropriate dispute resolution procedures, and a proposed schedule.

Private interests may ask any member of the Working Group to initiate the process. Any public or private organization, group, or individual may request that the Working Group recommend use of the process. The Working Group can recommend that a potential dispute is suitable for the process and transmit its recommendation to the potential parties.

All requests must be in writing and provide all required information. A Working Group representative must respond after reviewing the petitioner's request; meeting with the requesting organization, group, or individual; and performing a situation assessment. If the Working Group representative agrees with this process, a recommendation will be sent to the potential parties.

- **Settlement Meetings:** At a minimum, the representatives of the named parties must attend the first settlement meeting. This meeting may be facilitated by a member of the Working Group or a mutually agreed upon neutral facilitator. At the initial settlement meeting the named parties must consider adding named parties; consider guidelines for participation; identify the issues to be addressed; explore options for a solution; and seek agreement.

If the settlement meeting is not held or it produces no agreement to proceed with mediation or advisory decision making, then the participating parties may formally withdraw from the process or proceed to a joint meeting of the governing bodies (as in Florida Statute 164); litigation; administrative hearing; or arbitration.

- **Mediation:** If two or more named parties submit a request for mediation to the Working Group, then a representative of the Working Group will assist them in selecting and retaining a mediator. Alternatively, the named parties may request that the Working Group coordinator make the selection or request similar assistance from the South Florida Regional Planning Council.

A mediator who understands hazard mitigation issues and is acceptable to the named parties shall mediate all disputes. Mediators shall be guided by the Standards of Professional Conduct, Florida Rules for Certified and Court Appointed Mediators, Rules 10.020-10.150 F.A.C.

- **Advisory Decision Making:** If two or more named parties submit a request for advisory decision making to the Working Group, then a representative of the Working Group will assist in selecting and retaining an appropriate neutral. Alternatively, the named parties may request that the Working Group coordinator make the selection. A neutral party that understands hazard mitigation issues and is acceptable to the named parties shall handle all disputes.

Initial settlement meetings are scheduled and held within thirty days of receipt of the initiation letter. Additional settlement meetings, mediation, or advisory decision-making must be completed within forty-five days of the date of the conclusion of the initial settlement meeting.

Timeframes may be altered by mutual agreement of the named parties. The optional components of this process may be used in any order.

In the early stages of the process, the parties should address deferring or seeking stays of judicial or administrative proceedings while using this process.

The form of all agreements shall be determined by the named parties and may include: inter-local agreements; concurrent resolutions; memoranda of understanding; contracts; plan amendments; deed restrictions; or other forms as appropriate.

Agreements signed by the party's representative may be in the form of a recommendation to a formal body and subject to its formal approval.

Two or more parties may reach agreements even if all of the named parties don't agree or don't sign a formal agreement.

After settlement meetings, mediation, or advisory decision-making, the named parties must submit a joint report to the Working Group. The report must contain any statements that any of the named parties wants included as well as:

- An identification of the issues discussed;
- A list of potentially affected or involved jurisdictions, public or private organizations, groups, or individuals (even those who are not named parties);
- A timeframe for starting and ending informal negotiations, additional settlement meetings, mediation, advisory decision making, joint meetings of elected bodies, administrative hearings or litigation;
- Any additional assistance required;
- A cost allocation agreement; and
- A description of responsibilities and schedules for implementing and enforcing agreements reached.

Appropriate opportunities for public input should be considered during the process. Applicable public notices and public records requirements must be observed (Chapters 119 and 120, F.S.).

The participants agree to make every effort to keep costs at a minimum. All costs are to be shared equally among the parties unless otherwise agreed upon or as recommended by a mediator mutually selected by the parties.

To the extent possible, the confidentiality provisions of Chapter 44, F.S. will govern mediation under this process. By participating in this process, participants agree not to offer any comments, meeting records, or written or verbal settlement offers as evidence in subsequent judicial or administrative action.

For further information please contact:

Cathie Perkins
LMS Coordinator
9300 NW 41st Street
Miami, FL 33178
(305) 468-5400
Cathie.perkins@miamidade.gov
mdlms@miamidade.gov

website: <http://www.miamidade.gov/fire/mitigation.asp>

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 6.

ITEM: Approval of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach (“CMB”), North Bay Village (“NBV”), the Town of Bay Harbor Islands (“TBHI”), the Town of Surfside (“TS”), Bal Harbour Village (“BHV”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”) (collectively, the “Parties”), to provide for funding and for the implementation of a Nurse Initiative for the school year 2015-2016.

DESCRIPTION:

The parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interest of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village.

The Town shall provide funding in the amount of \$3,667 for the 2015-2016 Nurse Enhancements Initiative to Miami Beach Chamber Education Foundation, Inc.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The Town shall provide funding in the amount of \$3,667.

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Memo - Nurse Initiative	INTERLOCAL MOU WITH MBCEF RE- NURSE ENHANCEMENT INITIATIVE - 2015-2016 School Year.pdf
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2015-2016**

This is a Memorandum of Understanding ("MOU") made and entered into this ____ day of _____, 2015, by and between the **City of Miami Beach ("CMB")**, **North Bay Village ("NBV")**, the **Town of Bay Harbor Islands ("TBHI")**, the **Town of Surfside ("TS")**, **Bal Harbour Village ("BHV")**, and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative as provided herein, and as to be provided in an agreement. between **MBCEF** and **The Children's Trust ("TCT")**.

WITNESSETH

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

WHEREAS, following the Parties' determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time, on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative ("2013-2014 Nurse Initiative MOU") to provide healthcare services to the Participating Schools during the 2013-2014 School Year; and

WHEREAS, due to the success of the Nurse Initiative during the 2013-2014 and 2014-2015 School Years, the Parties wish to implement an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015-2016 School Year for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and The Children's Trust, will now be provided by The Children's Trust via the new School Health Programs; and

WHEREAS, the Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2015-2016 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse

Enhancement Initiative for the Participating Schools during the 2015-2016 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide funding in the approximate amount of \$_____ for services including, but not limited to behavioral health and/or telehealth/telemedicine and shall provide certain schedules and reports as follows:
 - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the Participating Schools and to **MBCEF**; and
 - b) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2015, **MBCEF** shall provide funding to **TCT** for the 2015-2016 Nurse Initiative from the Aetna Voices of Health Award in the amount of \$7,000.
3. On or before October 31, 2015, the **Participating Municipalities** shall provide their proportionate share of funds for the 2015-2016 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate share of funding for the 2015-2016 School Year shall be paid by October 31, 2015 in the following amounts:
 - i) **CMB** shall provide funding in the amount of \$15,400;
 - ii) **NBV** shall provide funding in the amount of \$6,600;
 - iii) **TBHI** shall provide funding in the amount of \$3,667;
 - iv) **TS** shall provide funding in the amount of \$3,667; and
 - v) **BHV** shall provide funding in the amount of \$3,667;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided in paragraph 3 above and shall disperse such funds to **TCT** after entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.

5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this MOU by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
6. In the event that one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF**, adjust the services to be provided through the Nurse Enhancement Initiative.
7. In the event that any of the provisions in this MOU are not performed, or if the 2015-2016 Nurse Enhancement Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2016-2017 and/or 2017-2018 School Years, then **MBCEF** may, as directed by the **Participating Municipalities** that agree to implement a 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative, hold any unused funds in escrow to be applied toward the 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative.

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, a Municipal Corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Philip Levine, Mayor

Approved as to form and
Language and for execution

ATTEST:

NORTH BAY VILLAGE, a Municipal
Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a Municipal
Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF SURFSIDE, A Municipal
Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a Municipal
Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Approved as to form and
Legal sufficiency

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 7.

ITEM: Consideration and Approval of the proposal from Vim Wireless for the purchase and servicing for 40 Automatic Vehicle Location Services (AVL/GPS) units for a total of \$51,536.00 for a 5 year service plan. Enclosed find the all of the quotes submitted for consideration.

DESCRIPTION:

Staff is seeking approval of a proposal from Vim Wireless for the purchase and servicing for 40 Automatic Vehicle Location Services (AVL / GPS) units for a total of \$51,536.00 for a 5 year service plan.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

Project Cost for the fleet of 40 vehicles fort the first year, including start-up will be \$15,075.20.

Second and subsequent years will be \$9,115.20 per year for a total of \$51,536.00

This expenditure will require an approval for an appropriation from the General Fund Reserves.

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant
 Sean Hemingway, Chief of Police

ATTACHMENTS

1.	Verizon Wireless Quote	Verizon quote - PD.pdf
2.	Trackstar Quote	trackstar-001 - PD.pdf
3.	Vin Wireless Qoute	BHIPD AVL Proposal 10 May 2015 - VIM WIRELESS.pdf



Networkfleet Budgetary Quote

Please review your custom Pricing Proposal below. For questions, please inquire with your sales contact.

Company Information

Bay Harbor Islands Police Department

Adam Flynn
(407) 720 - 0384
adam.flynn1@verizon.com

Today's Date: May 6, 2015
Pricing Valid Thru: June 10, 2015

Proposal Option - Purchase GSA				
12 Months				
Contract Term:	Hardware Item Description	Quantity	Unit Price	Total
5500 Vehicle Unit		40	\$ 80.00	\$ 3,200.00
				-
				-
Service Item Description	Quantity	Unit Price	Total	
5500 monthly service fees	40	\$ 18.95	\$ 758.00	
			\$ -	
			\$ -	
			\$ -	
Additional Item Description	Quantity	Unit Price	Total	
Quick Install OBD or Universal Harness	40	\$ 30.23	\$ 1,209.20	
Base Installation	40	\$ 65.00	\$ 2,600.00	
			\$ -	
Total One Time Purchase (Hardware and Additional Items)			\$ 7,009.20	
Total Monthly Recurring Costs (Service Items)			\$ 758.00	

Additional Comments:

Budgetary quote Only. Final quote provided in agreement. Harness style dependant on vehicle type.

$\$9,096.00 - \text{Total 1st year}$
 $\times 12 = \$109,152.00$

** Taxes and Shipping not included Shipping estimated at \$2.00 per unit



TRACK STAR SYSTEM QUOTE

QUOTE# 031015JS-3

Quote Prepared For:		Date: 3/10/2015
Co. Name	Bay Harbor Islands PD	*Quotations are valid for 30 days from above date
Attn:	Lt Curtis Johnson	
Address	9665 Bay Harbor Terrace	
City, State, Zip	Bay Harbor Islands, FL 33154	
E-mail/Phone	305-866-6242 x126	
Quote Prepared By: JS		

P/N	Product Description	Quantity	Price Each	Total
Bundled Solution Options				
001-02014	Track Star AVLS System Bundle Starter Edition - Includes: 1 Track Star Server, 2 PC Client Stations, and Connection for up to 20 Fleet Vehicles	1	\$ 2,000.00	\$ 2,000.00
001-03010	Map License & Software Maintenance Fee – ANNUALLY RECURRING – 1 required per vehicle in fleet	40	\$ 90.00	\$ 3,600.00
001-03019	Digital Globe Subscription Fee - ANNUALLY RECURRING - 1 required per vehicle in fleet	40	\$ 9.00	\$ 360.00
001-04082	Enfora/Novatel MT-3050 (CDMA, VZN) OBD-II Plug-In Cellular GPS Tracking Device	40	\$ 250.00	\$ 10,000.0
001-05004	Server Software Installation Services – Remote per hour billed in 1 hour increments	0	\$ 125.00	\$ -
001-05007	End User Training – Remote per hour billed in 1 hour increments	0	\$ 125.00	\$ -
Subtotal				\$ 15,960.0
Sales Tax (0.0%)				\$ -
TOTAL				\$ 15,960.0

Please reference Quotation Number in all correspondence and in Purchase Orders. Vehicle Device Installation, if desired, will be quoted separately.

Delivery is generally within 30 days of receipt of order. Actual scheduled delivery will be noted on confirmation of your purchase order. Track Star products are warrantied under the terms of Limited Product Warranties, copies of which are provided at time of quote acceptance. Purchase order is required to initiate order fulfillment. Issuance of a Purchase Order indicates concurrence with the terms of the licensing agreements.

PAYMENT TERMS:

Payment in full Net 30. A 1.5% per month charge will be applied for any balances due beyond 30 days.

****SHIPPING COSTS WILL BE BILLED AT TIME OF SHIPMENT - THERE WILL BE A STANDARD SHIPPING CHARGE OF \$15 UNLESS ACTUAL CHARGES ARE GREATER**

Quote Approved By: _____ Date: _____

Thank you for the opportunity to provide this quotation!

Track Star International, Inc.
8801 JM Keynes Drive, Suite 260, Charlotte, NC 28262
Phone: 800-661-3515
www.trackstar.com

* Wireless Connectivity – \$9.00 per VEHICLE per month
with Verizon (40) x \$9.00 = \$360.00 x 12 months = \$4,320.00



10 May 2015

Sean Hemingway
Chief of Police
Bay Harbor Islands Police Department
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: VIM Wireless Automatic Vehicle Locator (AVL) Systems

Dear Chief Hemingway,

Thank you for the opportunity to trial the VIM Wireless AVL system in the police patrol fleet. We are confident that once familiar; the city of Bay Harbor Island will find this to be a valuable cost savings tool for their vehicles.

As directed, this proposal represents coverage of the city's forty vehicles. The police department, engineering/public works, and code enforcement vehicles will all have the same software system benefits as described below:

The VIM Wireless AVL solution for government is designed to allow you to better manage your fleets and vehicle locating services. Our core expertise in the knowledge of OBDII Powertrain vehicle interface and the multiple network protocols supported, make VIM Wireless the safe choice.

The VIM Wireless AVL will support the entire concurrent fleet with the ability to expand in both number of vehicles and users. The system is capable of functioning 24/7 of vehicle tracking in real time including but not limited to, location, speed, and direction. Additionally, vehicle "health" status is fully selectable and reported. As the trial period demonstrated, the VIM Wireless system provides the following benefits:

- Locates the vehicle's information at a maximum of once per minute (or as programmed)
- Police software will encompass the organization, tracking, classification, vehicle information, and display of vehicles according to the attributes identified by the map. These attributes should include (but are not limited to): vehicle location & status. The system will perform geofencing alerts as defined by client.
- Vehicle OBDII messaging is included with GPS & mapping location of the fleet and includes the following data:
 - Date/Time
 - GPS Location

VIM WIRELESS, LLC • 2590 Northbrooke Plaza Drive • Naples, Florida • Suite 205
Phone (248) 310-7500 • Fax (248) 334-3558
vimwireless.com*support@vimwireless.com



- Internet Portal Platform
- Speed
- Throttle Percent
- RPM
- Odometer
- Engine Light ON
- Fuel Level, Fuel Remaining, & Fuel Rate
- Oil Pressure
- Temperature
- Engine Hours
- Battery Voltage & Level
- DTC
- Engine Idle
- Ignition On/Off
- The Vim portal software will store historical data from vehicle tracking for up to 5 years. The system has the ability to easily access & display historical tracking data in real time.
- VIM Wireless provides reporting and the ability to easily generate ad-hoc reports. The reports include the Google and map data based information

The initial installation will include all necessary vehicle equipment. Subsequent cost will be only for the portal monitoring & communication of the vehicles. Additional monitoring of data can be customized and will be added as required under a “time & materials” basis.

Having said that, the scope of work and bill of materials for this project will be as follows:

- Provide and install OBDII interface device with required cable & connector products
- Provide and install communication devices
- Program, test, & train client on use of system (at mutually agreeable time)

Based on the description of work and bill of materials, pricing is based on the following assumptions.

- All of the pricing is based on a commitment of five (5) years of data services
- Hardware warranty of OBDII interface device is twelve (12) months (service rates may apply)
- Vehicles are available to technician at time of appointed service (down time will be billed as additional)

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Phone (248) 310-7500 • Fax (248) 334-3558
vimwireless.com*support@vimwireless.com



- A pre & post installation check list will be performed. Any issues discovered during the “pre” check, will be brought to the customers attention. The repair of these issues ARE NOT inclusive of this proposal. If approved, these issues will need to be billed as additional
- Work completed during normal working hours

NOTE: The above engineered system design (scope of work, bill of materials, and/or attached drawings and/or specifications) has been exclusively designed for the City of Bay Harbor Islands Police Department free of charge, in hopes of acquiring a contract, and therefore is a *proprietary design* of VIM Wireless.

Any unauthorized distribution or duplication of said design to anyone other than the City of Bay Harbor Islands Police Department is strictly prohibited and would constitute a \$1,500.00 engineering and design fee for services rendered by VIM Wireless. Refundable only upon award of full contract

Per the above listed bill of materials, scope of work, and assumptions, project cost for the fleet of 40 vehicles for the first year, including start-up will be \$15,075.20, and the second and subsequent years will be \$9,115.20 per year for a five-year total of \$51,536.00.

We look forward to working with you and your team to get this program operational. Please contact me with any questions or comments. Thanking you in advance.

Sincerely,

Jim Scribner

VIM Wireless

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a construction trailer to be located at 10201 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find a copy of the permit application, site logistical plan, and other information submitted in connection with this request.

DESCRIPTION:

The Planning & Zoning Board approved a revised site plan for a forty (40) unit multi-family condominium on April 2, 2014. The applicant submitted a request for a construction trailer to be located 10201 East Bay Harbor Drive.

Enclosed find a copy of the permit application, proposed site plan, and trailer descriptions.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Construction Trailer 10201 EBHD	trailer.pdf
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TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



FEMA WORKSHEET
Cumulative Substantial Improvement

Date: 5/21/2015 Folio No: 13-2227-001-0850
Address: 10201 EAST BAY HARBOR DRIVE Unit No: Lot (s): 8 Block: 4
Current Owner: Bay Harbor Holdings c/o Jessica Lee Date Built: 1952
Current Assessed Value: (excluding land value) \$343,958.00
Plus 20% of assessed value: \$68,791.60
Market Value: (assessed value + 20%) \$412,749.60
Appraised Value: (if submitted - for structure only)

Note: If total value of improvements within the last 5-year period exceeds 50% of the current market value, then the entire structure must be brought into compliance with all current construction codes and FEMA requirements.

\$206,374.80

(50% of current market value-use larger of assessed
or appraised)

(* total value of applicable improvements plus
proposed work)

INSPECTOR REVIEW:

APPROVAL DISAPPROVAL (date)

Chief Building Inspector - Dale Lee

Electrical Inspector - Darrell G. De Young

Plumbing Inspector - Johnny Lindgren

Mechanical Inspector - Juan Zuniga

Structural/Civil Inspector - Jaime M. Eisen

Planning/Zoning Board - Ayanidys Martinez

Public Works - Randy Daniel

SPM 5/28/15
Community Planner - Scott Marks

Permit #: BP2015-204

Project Description:

Construction Trailer 24'x44'

Zone: AE

Base Flood Elevation: 10.00

BFE certificate on file?: No

Date of BFE certificate:

Certified BFE:

Bldg Above BFE?:

Suffix: J

Map No.: 120637

7-17-95

Map Date: 3-2-94 / Date Revised:

TOWN OF BAY HARBOR ISLANDS

9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

Tel.: 305-993-1786 Fax: 305-861-1130

PERMIT APPLICATION

INSTRUCTIONS - The following steps must be taken to obtain a permit from the Town of Bay Harbor Islands.

Step 1. Complete the attached permit application which must be signed by the property owner and qualifier. Both signatures must be notarized. Please print or type to allow for a more accurate processing of your application. All permits/plans must be dropped off and may take up to 15 working days to be processed. Building Department hours of operation are Monday - Friday from 8:00 a.m. 3:30 p.m.

Step 2. Submit the completed application with all necessary documents to the Building, Planning and Zoning Department for processing. During the processing of your application, you may be asked to submit additional information.

APPLICATION

JOB ADDRESS: 10201-31 East Bay Harbor Drive, Bay Harbor Islands, FL 33154		UNIT #: _____	PROCESS NUMBER: BP2015-204
FOLIO NUMBER: 13 2227 001 0840 / 132227 001 0850			
LOT: 8	BLOCK: 4	TOWN OF BAY HARBOR ISLANDS PB 46 PG 5	
MASTER PERMIT # BP2014-408			
PROPOSED USE OF PROPERTY: Condos/Trailer		CURRENT USE OF PROPERTY: Empty land	
TENANT INFORMATION: N/A			
JOB COST: 1,000		SQUARE FOOTAGE: N/A	
DESCRIPTION OF WORK: New Construction/Condos/Trailer			

PERMIT TYPE (✓)	
Building	☐
Electrical	☐
Mechanical	☐
Plumbing	☐
LPGX	☐
Roofing	☐
Fence	☐
Other <u>Jobsite Trailer</u>	☒

PERMIT CHANGE (✓)	
Chg. Contractor	☐
Renewal	☐
Revision	☐
Extension	☐
Supplement	☐
Reinspection	☐
	☐
	☐

TYPE OF IMPROVEMENT (✓)			
New Construction	☐	Enclosure	☐
Alteration Exterior	☐	Repair	☐
Alteration Interior	☐	Demolish	☐
Relocation of Structure	☐	Shell Only	☐
Foundation Only	☐	Add'l Attachment	☐
Other _____	☐	Add'l Detachment	☐
Other _____	☐		☐

PROPERTY OWNER	
Name: Bay Harbor Holdings, LLC	
Address: 411 West Putnam Lane, Greenwich, CT 06830	
Home Telephone: _____	Work Number: _____

ENGINEER	
Name: _____	
License No. _____	
Address: _____	
Business Telephone: _____	
Fax: _____	

CONT. REGISTRATION # CONT-	
Company Name: Miller Construction Company	
Qualifier Name: Jeffrey Slade	
License No. CGC062570	
Address: 614 S. Federal Highway	
City: Fort Lauderdale	State: FL Zip Code: 33301
Telephone: 954-764-6550	Fax: 954-764-5418
Email Address: pryan@millerconstruction.com	
Contact Person/Permit Expediter: Pete Ryan	

ARCHITECT	
Company Name: _____	
License No. _____	
Address: _____	
Telephone: _____	Fax: _____

IMPORTANT NOTICES

- DO NOT BEGIN ANY WORK WITHOUT HAVING RECEIVED YOUR VALIDATED PERMIT AND PERMIT CARD. Applying for a permit does not grant the right to begin construction. HOURS OF CONSTRUCTION are limited to: Monday through Saturday from 8:00 a.m. to 6:00 p.m. No inspections will be conducted on weekends and holidays.
- All construction of demolition areas MUST BE MAINTAINED IN A CLEAN, NEAT AND SANITARY CONDITION free from construction debris.
- STREETS AND NEIGHBORING PROPERTIES SHALL BE KEPT FREE FROM DIRT AND DEBRIS.
- SWALES MUST BE PROTECTED FROM BEING DAMAGED BY EQUIPMENT OR VEHICLES.
- Construction trailers are prohibited on single family residential construction sites. Other construction may have a trailer, which requires a separate permit.
- PORTABLE TOILETS for a construction site require a separate permit and must be screened from view.
- DO NOT DISCHARGE WATER INTO THE RIGHT OF WAY OR STORM DRAINS without approval from the Building Department.
- EQUIPMENT AND MATERIALS SHALL BE STORED at least 10 feet from the edge of pavement.

AFFIDAVIT - Please read carefully

Application is hereby made to obtain a permit to do work and installation as indicated. I, the OWNER of the property, certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, POOL, EXTERIOR DOOR, MECHANICAL, WINDOW, FENCE, DRIVEWAY, ROOFING, SHUTTERS and SIGNS. There may be additional permits required from other governmental agencies.

I, the OWNER of the property, have disclosed all information related to any work at the property performed in the prior twelve months to the Building Official. Further, I am fully aware that if the cumulative cost of work to my home or business under this and any other permit equals or exceeds fifty percent (50%) of the fair market value of the structure, the entire structure must meet the present federal flood criteria for finished floor elevation. I am also fully aware that if the total cost of work to my home or business under this and any other permit exceeds fifty percent (50%) of the replacement cost of the structure, then the entire structure must conform to the current code requirements of the Florida Building Code.

WARNING TO OWNER: Your failure to record a NOTICE OF COMMENCEMENT may result in your paying twice for improvements to your property. If you are spending more than \$2,500 or intend to obtain financing, you may wish to consult with your attorney or lender before recording your Notice of Commencement. The Notice of Commencement must be recorded with the Clerk of Courts, for additional information please call 305-372-7777. Once recorded, the Notice of Commencement must be POSTED AT THE JOB SITE in accordance with Section 713.35 of Florida Statutes.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Signature of Owner

Print Name

Sworn to and subscribed before me this May 2015 Day of

Signature of Notary Public-State of Florida

SEAL:



Sheri Ann Slattery
COMMISSION # FF133752
EXPIRES: Aug. 15, 2018
WWW.AARONNOTARY.COM

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Signature of Contractor Qualifier

Jeffrey Slade

Print Name

Sworn to and subscribed before me this May 2015 Day of

Signature of Notary Public-State of Florida

SEAL:



Sheri Ann Slattery
COMMISSION # FF133752
EXPIRES: Aug. 15, 2018
WWW.AARONNOTARY.COM

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

INSTRUCTIONS: Please indicate the type of work being performed and quantity(ies) in the space provided below.

ELECTRICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Fixture - Fluorescent		Motor, Equipment outlet		Repair Circuits	
Air Conditioners		Fixture - Light		Special Purpose Outlet		Service, Number of Amps	
Chiller		Flood Lights		Outlet		Signs	
Clear Violations		FPL - Load Control		Oven		Space Heater (kw)	
Compactor		Generators, etc.		Parking Lot Lights		Spas/Hot Tubs	
Deep Freezer		Heat recovery		Plugmold/Strip		Subfeeds, No. Of Amps	
Demolition		Low-volt Burglar		Posts		Swim Pool, Commercial	
Dishwasher		Low-volt, Fire		Range/Range Top		Swim Pool, Residential	
Dryer		Low-volt,		Recpt. Outlet		Switchboards	
Fan		Low-volt, Television		Refrigerator, Comm.		Temp Serv, Construction	
Fire Pump		Motor, Equipment		Refrigerator, Domestic		Temp for Test - 30 days	
				Renew - Temp Service		Utility Wiring	

MECHANICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Condensate Drain		Heating Strips, each		Ventilation, Cost	
A/C Central, Tons		Cooling Tower		Piping, Flammable Liquid			
A/C Wall/Win, Tons		Dryer Vents, Number of		Process/Pressure Piping			
Air Handler, Tons		Ductwork, Cost of		Pressure Vessel			
Barbecue		Fireplaces, Number of		Refrigerator, Tons			
Bath Fan-Vented, #		Generator		Vent Hood, Resident			

PLUMBING							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Demolition		Sprinkler Pump		Ice Maker	
Supply A/C Well		Fountain		Pool Pump Replace		Indirect Wastes	
A/C Condensate		Filter Replace		Sump Pump		Laundry Tray	
Discharge Well		Pool Piping		Gas - Natural		Lavatory	
Area Drains		Fire Pump		Gas - Propane		Shower	
Backflow		Sprinkler Zones		Gas - Appliance		Sink	
Roof Drains		Sprinkler Heads		Misc. Repairs		Urinal	
Catch Basin		Sprinkler Repair		Temporary Toilet		Vacuum Pump	
French Drain		Supply Well		Bath Tub		Water Closet	
Soakage Pit		Sewer Connection		Bidet		Water Heater	
Grease Trap		Jockey Pump		Clothes Washer		Water Heater New	
Interceptor		Misc. Equipment		Dental Chair		Water Re-pipe	
Cap Fixture		Pump and Abandon		Dishwasher		Water Service	
Cap - Water		Domestic Pump		Floor Drain			
Cap - Sewer		Re-circulate Pump		Drinking Fountain			

TO ALL HOMEOWNERS AND/OR CONTRACTORS

Be advised that construction hours are between 8:00 a.m. and 6:00 p.m. Monday through Saturday (excluding holidays)

For all inspections the permits and paperwork (plans, etc.) must be posted at the job site during completion of work. Inspectors must have access to all paper work as they do make notations on the permit and/or permit card. Non-compliance will result in a re-inspection fee being charged (\$55.00). Any inspection requiring a ladder must have an OSHA approved ladder provided at the site.

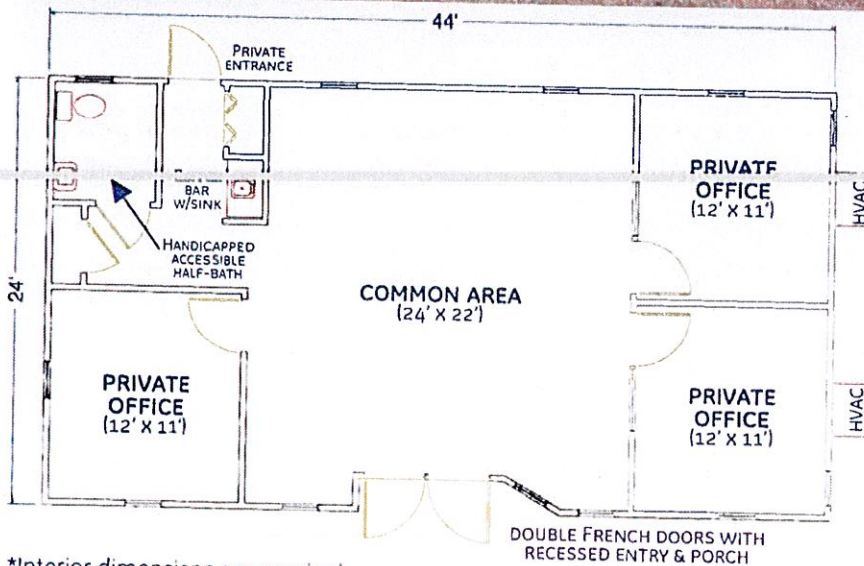
Inspections are to be scheduled a minimum of 24 hours in advance. Any cancellation must be made by 9:00 a.m. The Building Department is open from 8:00 a.m. to 3:30 p.m. When calling in an inspection have all information ready - permit number, name of owner, address (and any information on how to access building).

BUILDING DEPARTMENT - 305-993-1786**FAX NUMBER - 305-861-1130**

Electrical, Plumbing and Mechanical inspections are scheduled for:
Monday, Wednesday and Fridays

Building inspection are scheduled for: _____
Monday, Tuesday, Wednesday and Thursdays

GSD-2444 (24' x 44' – 1056 sq. ft.)



*Interior dimensions are nominal

Other sizes, floorplans, configurations and specifications are available. Wood, vinyl and metal exteriors and skirting are also available. Specifications may vary. All features noted above are typical ModSpace standards.

Customization of features, options and finishes available upon request.

A wide variety of code compliant steps are available, such as: OSHA 2 & 3 step models, CAL OSHA 3 & 4 step models and General Code 3 & 4 step models.

Specifications

- > 24' x 44' building size;
24' x 48' overall size (w/towing hitch)
- > (3) 12' x 11' private offices;
(1) 24' x 22' common area
- > Designer-style siding with matching trim and mansard-style roof
- > 1056 square feet of interior floor space
- > Electric, plumbing, heat & air conditioning
- > 50 lbs. per square foot allowable floor load

Features

- > Insulated walls, ceilings and floors
- > Wall-to-wall commercial grade carpeting throughout
- > 120V electrical outlets
- > Electric water heater
- > Vertical sliding windows (lockable)
- > Vinyl-covered gypsum wallboard
- > Central heating & air conditioning
- > Plenum wall for HVAC noise reduction
- > Coffee bar with steel sink, counter and storage cabinet underneath
- > Storage closet with wood door
- > Recessed front entry with porch
- > Front door: single or double lockable French doors
- > (1) 36" X 80" exterior door at private entrance
- > (2) 36" x 80" French-style interior door
- > (3) 36" x 80" interior doors
- > 4' recessed diffused fluorescent lights
- > 8' ceiling height
- > Adjustable heat/air diffusers in ceiling
- > EPDM rubber roofing



STATE OF FLORIDA
DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

"License efficiently. Regulate fairly."

RICK SCOTT
Governor

May 06, 2013

George Britton
ModSpace-Miami
5000 N.W. 72nd Avenue
Miami, FL 33166

RE: Manufacturer Certification, ID MFT-6709; Expiration Date: May 31, 2016

Dear George Britton

It is my pleasure to inform you that ModSpace-Miami, located at 5000 N.W. 72nd Avenue, Miami, FL 33166, has been approved under the Manufactured Buildings Program, as provided for under Chapter 553, Part I, Florida Statutes, to manufacture Manufactured Buildings for installation in Florida.

Construction or modification on a manufactured building cannot begin until the Third Party Agency has approved the plans in accordance with the current Florida Building Code. Your Third Party Agency is a contractor for the Department and has statutory authority and responsibilities that must be met to maintain approved status. You may expect and demand quality plans review and inspections.

Each Code change will make your plans obsolete until they have been reviewed, approved and indicated on the cover page of the plans for compliance with the Code by your Third Party Agency for plans review. Please ensure that your plans are in compliance and are properly posted on our website. All site-related installation issues are subject to the local authority having jurisdiction.

The Department's contractor will make unannounced monitoring visits at least once each year. You must grant complete access to your manufacturing facility and records to remain in compliance with the rules and regulations of this program.

Your certification is approved for three years from this date. You will receive a renewal notice by Email generated by the BCIS (www.floridabuilding.org) for online renewal. If you have questions you may contact me or Leola Baldwin at 850-921-0956 or our FAX at 850-414-8436.

Please visit our website at www.floridabuilding.org to see valuable information on the Florida Manufactured Buildings Program. A copy of this letter must accompany applications for local building permits.

Sincerely,

Robert Lorenzo
Manufactured Buildings Program

cc: Quality Approvals and Inspections LLC

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a construction trailer to be located at 1155 103 Street as required by Section 23-4(7) of the Bay Harbor Islands Town Code. Enclosed find a copy of the permit application, site logistical plan, and other information submitted in connection with this request.

DESCRIPTION:

The applicant submitted a request for a construction trailer to be located 1155 103 Street. The project was approved by the Planning & Zoning Board on January 6, 2015 to construct a twelve (12) unit townhouse development.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Construction trailer	1155 101 St- construction trailer.pdf
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TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



FEMA WORKSHEET
Cumulative Substantial Improvement

Date: 4/27/2015 **Folio No:** 13-2227-001-1380
Address: 1155 101 Street **Unit No:** **Lot (s):** 14 **Block:** 6
Current Owner: BH 101, LLC **Date Built:** 1950
Current Assessed Value: (excluding land value) \$187,156.00
Plus 20% of assessed value: \$37,431.20
Market Value: (assessed value + 20%) \$224,587.20
Appraised Value: (if submitted - for structure only)

Note: If total value of improvements within the last 5-year period exceeds 50% of the current market value, then the entire structure must be brought into compliance with all current construction codes and FEMA requirements.

\$112,293.60

(50% of current market value-use larger of assessed or appraised)

(* total value of applicable improvements plus proposed work)

INSPECTOR REVIEW:

APPROVAL **DISAPPROVAL (date)**

Chief Building Inspector - Dale Lee

Electrical Inspector - Darrell G. De Young

Plumbing Inspector - Johnny Lindgren

Mechanical Inspector - Juan Zuniga

Structural/Civil Inspector - Jaime M. Eisen

Planning/Zoning Board - Ayanidys Martinez

Public Works - Randy Daniel

Community Planner - Scott Marks

Permit #: BP2015-102

Project Description:

8' x 20' Construction Trailer

Zone: AE

Base Flood Elevation: 9.00

BFE certificate on file?: No

Date of BFE certificate:

Certified BFE:

Bldg Above BFE?:

Suffix: J

Map No.: 120637 7-17-95

Map Date: 3-2-94 / **Date Revised:**

LOG WORKSHEET

Filing Date: 4/27/2015

Address: 1155 101 Street

Owner: BH 101, LLC

Unit No: _____

Lot(s): 14 **Block:** 6

Received Application to: 8' x 20' Construction Trailer

Permit Number: BP2015-102

Applicant: D Stephenson Construction

INSPECTOR(S) TO REVIEW:

- ☐ DALE E. LEE _____
- ☐ DARRELL G. DE YOUNG _____
- ☐ JOHN LINDGREN _____
- ☐ TOWN COUNCIL _____
- ☐ SCOTT D. MARKS _____

TOWN OF BAY HARBOR ISLANDS

9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

Tel.: 305-993-1786

Fax: 305-861-1130

PERMIT APPLICATION

INSTRUCTIONS - The following steps must be taken to obtain a permit from the Town of Bay Harbor Islands.

- Step 1. Complete the attached permit application which must be signed by the property owner and qualifier. Both signatures must be notarized. Please print or type to allow for a more accurate processing of your application. All permits/plans must be dropped off and may take up to 15 working days to be processed. Building Department hours of operation are Monday - Friday from 8:00 a.m. 3:30 p.m.
- Step 2. Submit the completed application with all necessary documents to the Building, Planning and Zoning Department for processing. During the processing of your application, you may be asked to submit additional information.

APPLICATION

JOB ADDRESS: 1155 - 1165 101st Street	UNIT #:	PROCESS NUMBER:
FOLIO NUMBER:		
LOT:	BLOCK:	TOWN OF BAY HARBOR ISLANDS PB 46 PG 5
MASTER PERMIT #		
PROPOSED USE OF PROPERTY: Residential		CURRENT USE OF PROPERTY: Residential
TENANT INFORMATION:		
JOB COST: \$ 2,125.00		SQUARE FOOTAGE: 160
DESCRIPTION OF WORK: 20' Construction Trailer		

PERMIT TYPE (✓)	
Building	☐
Electrical	☐
Mechanical	☐
Plumbing	☐
LPGX	☐
Roofing	☐
Fence	☐
Other Const. Trailer	☒

PERMIT CHANGE (✓)	
Chg. Contractor	☐
Renewal	☐
Revision	☐
Extension	☐
Supplement	☒
Reinspection	☐
	☐
	☐

TYPE OF IMPROVEMENT (✓)		
New Construction	☐	Enclosure
Alteration Exterior	☐	Repair
Alteration Interior	☐	Demolish
Relocation of Structure	☐	Shell Only
Foundation Only	☐	Add'l Attachment
Other Construction Trailer	☒	Add'l Detachment
Other	☐	

PROPERTY OWNER	
Name: BH 101 LLC	
Address: 3930 Max PI Boynton Beach, FL 33436	
Home Telephone:	Work Number: 561-600-8672

CONT. REGISTRATION # CONT-	
Company Name: D Stephenson Construction, Inc.	
Qualifier Name: Joseph Sanches	
License No. CGC 1521515	
Address: 6241 N Dixie Highway	
City: Ft Lauderdale	State: FL Zip Code: 33334
Telephone: 954-315-7020	Fax: 954-315-7030
Email Address: jgordon@dstephenson.com	
Contact Person/Permit Expediter: John Gordon	

ENGINEER	
Name: Dan Allen Tintner - Carnahan Proctor Cross Inc.	
License No. 39656	
Address: 814 South Military Trail Deerfield Beach FL 33443	
Business Telephone: 954-972-3959	
Fax: 954-972-4178	

ARCHITECT	
Company Name: Kegdacc Designs	
License No. AR96388	
Address: 4115 SW 5th St. Plantation, FL 33317	
Telephone: 954-323-6752	Fax:

IMPORTANT NOTICES

1. DO NOT BEGIN ANY WORK WITHOUT HAVING RECEIVED YOUR VALIDATED PERMIT AND PERMIT CARD. Applying for a permit does not grant the right to begin construction. HOURS OF CONSTRUCTION are limited to: Monday through Saturday from 8:00 a.m. to 6:00 p.m. No inspections will be conducted on weekends and holidays.
2. All construction of demolition areas MUST BE MAINTAINED IN A CLEAN, NEAT AND SANITARY CONDITION free from construction debris.
3. STREETS AND NEIGHBORING PROPERTIES SHALL BE KEPT FREE FROM DIRT AND DEBRIS.
4. SWALES MUST BE PROTECTED FROM BEING DAMAGED BY EQUIPMENT OR VEHICLES.
5. Construction trailers are prohibited on single family residential construction sites. Other construction may have a trailer, which requires a separate permit.
6. PORTABLE TOILETS for a construction site require a separate permit and must be screened from view.
7. DO NOT DISCHARGE WATER INTO THE RIGHT OF WAY OR STORM DRAINS without approval from the Building Department.
8. EQUIPMENT AND MATERIALS SHALL BE STORED at least 10 feet from the edge of pavement.

AFFIDAVIT - Please read carefully

Application is hereby made to obtain a permit to do work and installation as indicated. I, the OWNER of the property, certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, POOL, EXTERIOR DOOR, MECHANICAL, WINDOW, FENCE, DRIVEWAY, ROOFING, SHUTTERS and SIGNS. There may be additional permits required from other governmental agencies.

I, the OWNER of the property, have disclosed all information related to any work at the property performed in the prior twelve months to the Building Official. Further, I am fully aware that if the cumulative cost of work to my home or business under this and any other permit equals or exceeds fifty percent (50%) of the fair market value of the structure, the entire structure must meet the present federal flood criteria for finished floor elevation. I am also fully aware that if the total cost of work to my home or business under this and any other permit exceeds fifty percent (50%) of the replacement cost of the structure, then the entire structure must conform to the current code requirements of the Florida Building Code.

WARNING TO OWNER: Your failure to record a NOTICE OF COMMENCEMENT may result in your paying twice for improvements to your property. If you are spending more than \$2,500 or intend to obtain financing, you may wish to consult with your attorney or lender before recording your Notice of Commencement. The Notice of Commencement must be recorded with the Clerk of Courts, for additional information please call 305-372-7777. Once recorded, the Notice of Commencement must be POSTED AT THE JOB SITE in accordance with Section 713.35 of Florida Statutes.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

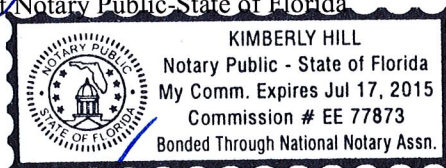
Signature of Owner

Print Name

Sworn to and subscribed before me this 24th Day ofApril, 2015

Signature of Notary Public-State of Florida

SEAL:

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

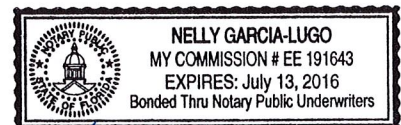
Signature of Contractor Qualifier

Print Name

Sworn to and subscribed before me this 24 Day ofApril, 2015

Signature of Notary Public-State of Florida

SEAL:

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

8' x 20' Combo High Security Office (Ground Level)



Our 20 foot combo office is one of our most popular sizes. Units have plenty of elbow room and storage, are ground mounted for easy access, and feature our patented Tri-Cam Locking System®. This combo office also offers a separate interior compartment and door for additional flexibility. Perfect for contractors to store valuable tools and extra meeting space. This is a ground level office. No need for steps and ramps.

Size

Ground mounted

8' ceiling height

8' wide

20' box size

20' long

Exterior Finish

All steel structural components

1 1/8" plywood sub floor

Standard drip rail gutters

10 - 16 gauge floor; joist 12

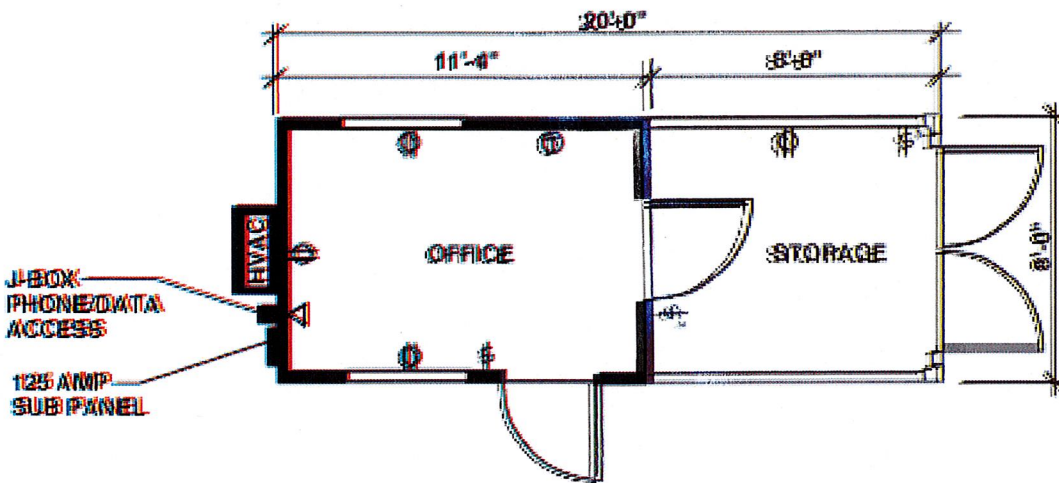
16 gauge steel siding

Interior Finish

Drywall textured flat ceilings

Vinyl tile floors

Drywall textured



Heating & Cooling

Vertical HVAC

Electric

Exterior phone / data jack access

120/240 volt, single-phase

125 amp breaker panel

Fluorescent ceiling lights

Windows & Doors

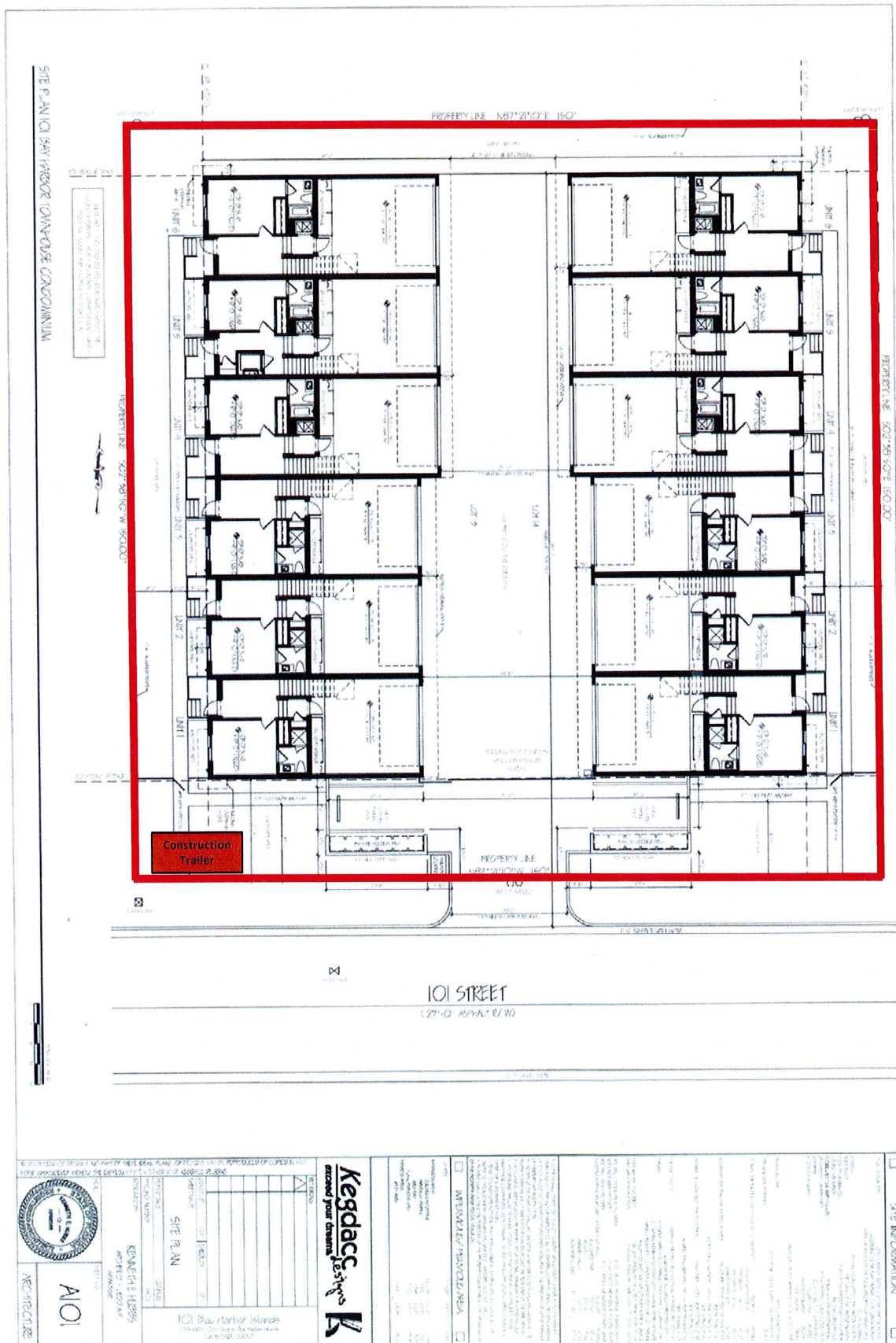
Hydraulic door closures

Mini blinds

Exterior security bars

Horizontal slider windows with screens

High security door system with three-part interior locking system



AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 10.

ITEM: Consideration and Approval for mechanical street sweeping services for Bay Harbor Islands by Star Cleaning, USA, based upon a contract bid price of \$25.95 per curb mile, awarded by Hillsborough County, FL totaling \$72,867.60. Enclosed find the Hillsborough County Contract documents, and other cities references.

DESCRIPTION:

Background:

This Item was originally presented, and approved, at the February 9, 2015 Regular Meeting of the Town Council, under the Item ID: 2015-10 Star Cleaning, USA, as a “piggyback” contract with FDOT, District 4, Fort Lauderdale. Since that approval, Star Cleaning USA offered the Town a better rate under another contract established with Hillsborough County, Florida. This item, 2015-100, reflects that change and seeks approval to utilize the Hillsborough County, Florida contract rate in lieu of the FDOT contracted rate. Savings to the Town, upon approval, will result in an estimated annual savings of \$3,200.00. The contract with Star Cleaning, USA was never commenced under the FDOT “piggyback”. Public Works wishes to go forward with their contract under this new offer.

Although results are typically aesthetically pleasing, mechanical street sweeping serves a real purpose in keeping unwanted dirt, debris, trash, leaf litter and roadway oils out of our public waterways. Street sweeping, for municipalities, is a required reporting item for DERM, and its importance, in this aspect, cannot be overlooked. Historically, the Town of Bay Harbor Islands has taken on the challenge of this task through purchasing a mechanical street sweeper and utilizing a Public Works employee to perform the operation.

Purchased in 2006 for \$96,005.00, the current mechanical street sweeper is nearing a decade of service. Most models of mechanical sweepers have a serviceable life of between five and seven years. Although it has performed adequately, this sweeper has, literally, hundreds of high-revolution parts that wear easily, and is nearing the end of its useful life. At times, the Town’s street sweeper has gone up to fourteen days in the shop because some parts are rare and have to be ordered to make the unit serviceable. Considering its age, a catastrophic break down of this machine is likely in the very near future. A new, comparable mechanical sweeper would cost anywhere from \$125,000.00 to \$150,000.00

Analysis:

Outsourcing mechanical street sweeping services to Star Cleaning USA, Inc, under their existing Hillsborough County, Florida contract would eliminate down time in our sweeping schedule because of mechanical failure and repair. Star performs their own in-house maintenance and repairs and employs several mechanical sweepers to provide back-up if one were to break down. At a bid rate

of \$25.95 per curb mile, the cost to the Town under the Hillsborough County, Florida contract (attached) price for mechanical street sweeping services would be as follows; 18 curb miles x \$25.95/curb mile totals \$467.10 per sweep; sweeping three times per week would cost \$1,401.30; multiplying this figure by 52 weeks/year totals \$72,867.60. Funds budgeted for this service in this fiscal year total \$80,000.00.

Advantages to the Town contracting for these services include; cleaner streets and gutters resulting from less down time for repair & maintenance, freeing up an additional forty person-hours per week to concentrate on other Town issues and operations, and monthly reports generated from Star Cleaning detailing the amount of debris removed from the roadways for NPDES reporting. Because of the age of the machine, the cost to the Town, per year, will only increase as time passes, eventually leaving no recourse but to purchase a new machine. Utilizing the reliability and flexibility of equipment utilized through an established street cleaning service will result in reliable and frequent cleaning.

Performing reference checks for Star Cleaning found that all references contacted rated the company as “excellent” or “good.” These references included; FDOT, Aventura, Indian Creek Village, Golden Beach, and the Town of Davie. Most positive comments related to reliability and dependability of Star Cleaning’s service.

Recommendation:

It is recommended that Council approves piggybacking onto the Hillsborough County, FL contract for Star Cleaning USA, Inc., based on their ability, reliability, price, and experience.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The new contract rate offer is for \$72,867.60.

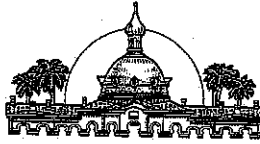
Funds budgeted for this service in this fiscal year total \$80,000.00.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Douglas Armstrong, Assistant Public Works Director
Randy Daniel, Town Engineer

ATTACHMENTS

1.	ITEM: HILLSBOROUGH CO CONTRACT DOCS	HILLSBOROUGH COUNTY CONTRACT DOCS 20MAY2015.pdf
2.	ITEM: REFERENCE FDOT	FDOT REFERENCE 23JAN2015.pdf
3.	ITEM: GOLDEN BEACH REFERENCE	GOLDEN BEACH REFERENCE 23JAN2015.pdf
4.	ITEM: INDIAN CREEK REFERENCE	INDIAN CREEK REFERENCE 23JAN2015.pdf
5.	ITEM: TOWN OF DAVIE REFERENCE	TOWN OF DAVIE REFERENCE 23JAN2015.pdf



HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS
CONTRACT DOCUMENT

**INVITATION TO BID
COVER SHEET**

BUSINESS & SUPPORT SERVICES DEPARTMENT –
PROCUREMENT

J. THOMAS FESLER, DIRECTOR

WEB SITE: <http://www.hillsboroughcounty.org/procurement>

E-MAIL: procurementservices@hillsboroughcounty.org

601 E. KENNEDY BLVD., COUNTY CENTER, 18TH FLOOR

P. O. BOX 1110

TAMPA, FLORIDA 33601

TELEPHONE: (813) 272-5790

FAX NUMBER: (813) 272-6290

BID NO: ITB-S-0141-0-2013/EM

TITLE: STREET SWEEPING SERVICES

IMPORTANT NOTICE: Hillsborough County issues its solicitations electronically through its contracted vendor, Onvia DemandStar. All Addenda to such solicitations will be issued exclusively through Onvia DemandStar. If you have obtained this solicitation from a source other than Onvia DemandStar, you will not be listed on the plan holders list and may not receive notification of any Addenda issued. Failure to receive any issued addenda shall not relieve the Bidder from any obligation(s) contained in the addenda.

To access Hillsborough County solicitations, any resulting Addenda and Bid results, go to:
www.hillsboroughcounty.org/noticeofbids

If you need assistance in registering with Onvia DemandStar, please call 1-800-711-1712.

ADDENDUM NUMBER ONE (1)
HILLSBOROUGH COUNTY DEPARTMENT OF BUSINESS SERVICES - PROCUREMENT
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: June 13, 2013
Page 1 of 2

TO BIDDER: This Addendum is an integral part of the Invitation to Bid under consideration by you as a Bidder in connection with the subject matter herein identified below. Hillsborough County deems all Bids to have been proffered in recognition and consideration of the entire Invitation to Bid - including all issued Addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's Bid.

If the Bid has already been received by Hillsborough County Business and Support Services - Procurement, Bidder should return this Addendum in a separate sealed envelope which is clearly marked with the **BID TITLE, BID NUMBER AND OPENING DATE AND TIME**, stated as follows:

BID NUMBER: ITB-S-0141-0-2013/EM

BID TITLE: STREET SWEEPING SERVICES

BID OPENING DATE AND TIME: July 09, 2013 at 2:00 P.M.

PLACE: Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

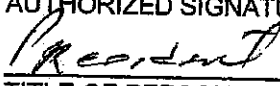
THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

1. This Addendum is issued to revise Sections of the Bid Document. For the convenience of the bidders, changes are indicated by shading.
2. Bid Data Page - Key Date and Important Information. Page 3 of 44, Pre-Bid Conference: Changed date from **June 20, 2013 at 9:00 a.m.** to **June 21, 2013 at 9:00p.m**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder.



AUTHORIZED SIGNATURE (Bidder)
 954-680-7827

TITLE OF PERSON SIGNING ABOVE & TELEPHONE

7/8/2013

DATE
Star Cleaning USA INC

NAME OF COMPANY

ITB-S-0141-0-2013/EM	Approval	Date
Department	_____	_____
Procurement	_____	_____
County Attorney	_____	_____

ADDENDUM NUMBER TWO (2)
HILLSBOROUGH COUNTY DEPARTMENT OF BUSINESS SERVICES - PROCUREMENT
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: June 24, 2013
Page 1 of 4

TO BIDDER: This Addendum is an integral part of the Invitation to Bid under consideration by you as a Bidder in connection with the subject matter herein identified below. Hillsborough County deems all Bids to have been proffered in recognition and consideration of the entire Invitation to Bid - including all issued Addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's Bid.

If the Bid has already been received by Hillsborough County Business and Support Services - Procurement, Bidder should return this Addendum in a separate sealed envelope which is clearly marked with the **BID TITLE, BID NUMBER AND OPENING DATE AND TIME**, stated as follows:

BID NUMBER: ITB-S-0141-0-2013/EM

BID TITLE: STREET SWEEPING SERVICES

BID OPENING DATE AND TIME: July 09, 2013 at 2:00 P.M.

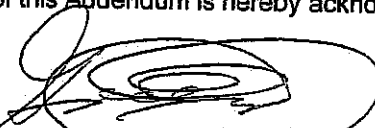
PLACE: Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

1. This Addendum is issued to revise Sections of the Bid Document. For the convenience of the bidders, changes are indicated by shading.
2. Bid Data Page – Key Date and Important Information. Page 3 of 44, Pre-Bid Conference: Changed date from **June 21, 2013 at 9:00 p.m. to June 21, 2013 at 9:00 a.m.**
3. Specifications Page – Page 22 of 44, Replaced Item 1.3 Definition(s), Added Paragraphs 1.3.1 and 1.3.2.
4. Specifications Page – Page 24 of 44, Item 1.5 Project Manager

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder.



AUTHORIZED SIGNATURE (Bidder)

President

TITLE OF PERSON SIGNING ABOVE & TELEPHONE

7/8/2013

DATE
Star Cleaning USA Inc.

NAME OF COMPANY

ITB-S-0141-0-2013/EM	Approval	Date
Department	_____	_____
Procurement	_____	_____
County Attorney	_____	_____

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**BID DATA PAGE
KEY DATES AND IMPORTANT INFORMATION**

BID TITLE: STREET SWEEPING SERVICES

BID NUMBER: ITB-S-0141-0-2013/EM

DESCRIPTION OF BID: This package describes the requirements of the County's Street Sweeping Program which includes, but is not limited to, an initial cleaning of specified major intersections and streets, routine street sweeping and spot sweeping on an as-needed basis as defined in this Bid Package.

BID SUBMITTAL DEADLINE: July 9, 2013 at 2:00 p.m. Eastern Standard Time

BID SUBMITTAL LOCATION: Bidder is directed to deliver its sealed Bid to the following address no later than the above-referenced Bid Submittal Deadline:

Hillsborough County
Business and Support Services Department - Procurement
601 E. Kennedy Blvd., 18th Floor
Tampa, Florida 33602

All Bids should be labeled with the Bidder's name and marked "SEALED BID FOR ITB-S-0141-0-2013/EM, STREET SWEEPING SERVICES".

OPENING OF BIDS: Bids will be opened at the above address on the date of the Bid Submittal Deadline at 2:00 p.m., Eastern Standard Time.

PRE-BID CONFERENCE: June 21, 2013 at 9:00 a.m., Hillsborough County, Business and Support Services Department - Procurement
601 E. Kennedy Blvd., 18th Floor, Tampa, Florida 33602

BID BOND/SECURITY REQUIRED: No: X Yes: [check one]

If "Yes", then the Bond/security shall be no less than Amount \$ OR % of the sum of the computed total amount of Bidder's Bid. Bidder is hereby directed to item number 30 of the "Instructions to Bidders" portion of this Invitation to Bid for more information regarding the required Bond/security, if applicable.

IMPORTANT NOTICE REGARDING ANY ADDENDA THAT MAY BE ISSUED FOR THIS INVITATION TO BID:

Hillsborough County issues its solicitations electronically through its contracted vendor, Onvia DemandStar. All Addenda to this Information to Bid will be issued exclusively through Onvia DemandStar. If you have obtained this solicitation from a source other than Onvia DemandStar, you will not be listed on the plan holders list and may not receive notification of any Addenda issued. Failure to receive any issued Addenda shall not relieve the Bidder from any obligation(s) contained in the Addenda. To access Hillsborough County solicitations, any resulting addenda and Bid results, go to: www.hillsboroughcounty.org/noticeofbids

If you need assistance in registering with Onvia DemandStar, please call 1-800-711-1712.

FOR ADDITIONAL INFORMATION CONTACT:

Name of Procurement Analyst: Eric S. Meserve, CPPB
Title: Senior Procurement Analyst
Telephone: 813.301.7089
E-Mail: meservee@hillsboroughcounty.org

N/A

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a Bid, please return this Statement of "No Bid."

STATEMENT OF "NO BID"
HILLSBOROUGH COUNTY
BUSINESS AND SUPPORT SERVICES DEPARTMENT -
PROCUREMENT
P.O. Box 1110, Tampa, Florida 33601

Bid Number: ITB-S-0141-0-2013/EM

Title: STREET SWEEPING SERVICES

If you elect not to submit a bid/proposal, please indicate the reason below and either fax this form to 813-272-6290 or mail it to the above address.

- ☐ We do not offer this product/service or an equivalent
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to solicitation
- ☐ Unable to meet specifications
- ☐ Specifications not clear
- ☐ Unable to meet bond and/or insurance requirements
- ☐ Specifications "too tight"/restrictive (i.e. geared to specific brand or manufacturer)
- ☐ Subcontractor (submitted bid to General Contractor)
- ☐ Other (please explain): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

Federal Tax Identification Number: _____

Telephone: _____ Fax: _____ E-Mail: _____

DEFINITIONS

The following words and expressions (or pronouns) shall, wherever they appear in this Invitation to Bid and the Contract Documents, be construed as follows unless a different meaning is clear from the context:

"Addendum" or "Addenda" shall mean the additional information and/or requirements concerning this Invitation to Bid that are issued by the County, in writing, prior to the Bid Submittal Deadline.

"Agreement" shall mean the written agreement between the County and the Successful Bidder/Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Invitation to Bid. The Agreement (if one is required for this particular Invitation to Bid) will be attached to and made a part of the Contract Documents.

"Bid" and Bidder's Bid shall mean the offer, bid or proposal of the Bidder submitted on the prescribed forms setting forth the prices for the work to be performed, along with all other documents submitted by the Bidder in response to this Invitation to Bid.

"Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid to provide the goods, Services and/or Work solicited by the County in this Invitation to Bid.

"Bid Submittal Deadline" shall mean the date and time set for delivery to the County of all Bids submitted in response to this Invitation to Bid as more specifically set forth on the Bid Data page.

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

"Bonds" shall mean Bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder and/or Contractor and its Surety in accordance with this Invitation to Bid and/or the Contract Documents.

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

"Change Order" shall mean a written order or alteration to a contract or purchase order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

"Contract" or "Contract Documents" shall mean the Bid Data, Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications, all Addenda issued, the Bidder's Bid, the Agreement (if applicable), and all the attached documents identified in this Invitation to Bid.

"Contractor" shall mean the Successful Bidder and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

"County Administrator" shall mean the County Administrator of Hillsborough County.

"Day(s)" shall mean one calendar day.

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

"Invitation to Bid" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Bid Data, Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications and all Addenda issued.

"Modification Agreement" shall mean the written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after execution of the Agreement.

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Invitation to Bid and/or the Contract Document.

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder that said Bidder has been selected by the County to provide the goods/Services and/or perform the Work specified in this Invitation to Bid.

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Contractor to provide the goods and/or Services specified in the Contract Documents.

"Project" shall mean the entire action and/or improvement which is the subject of this Invitation to Bid/Contract.

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

"Purchase Order" shall mean the County's written document to the Contractor formalizing all the terms and conditions of the successful Bid, thereby forming a valid contract between the County and the Successful Bidder.

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Invitation to Bid describing and/or concerning the goods, Services and/or Work being solicited by the County via this Invitation to Bid, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Addenda issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Invitation to Bid.

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

"Successful Bidder" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and assignees.

"Surety" shall mean any corporation that executes, as surety, the Bidder's Bid bond, and/or any corporation that executed, as surety, the Contractor's Bid, performance, and/or payment Bond.

"Unilateral Change Order" shall mean shall mean a written order or alteration to a contract or purchase order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/related to the Contract Documents.

INSTRUCTIONS TO BIDDERS

1. **BIDDER'S COMPLIANCE WITH COUNTY'S PROCUREMENT POLICY AND PROCEDURES:** Bidder is advised that by submitting a Bid, Bidder hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests. The County's Procurement Policy and Procedures can be found on the County's website at: <http://www.hillsboroughcounty.org/procurementmanual>

2. **BID DOCUMENTS:**

- 2.1. The Bid Data, Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications, any Addenda issued, together with all the attached documents herein identified constitute the entire "Invitation to Bid", and must be the basis upon which all Bids are offered.
 - 2.2. Bidder's Bid pricing, in addition to all Addenda issued (signed, if applicable), and any other documentation required by this Invitation to Bid that is submitted by the Bidder in response to this Invitation to Bid shall constitute the "Bid". The Bidder is only required to submit its Bid in addition to any Addenda issued (signed, if applicable) and any other documentation required by this Invitation to Bid. Bidder is not required to submit the Bid Data Page, Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, or the Specifications.
 - 2.3. The Bid Data Page, Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications, any Addenda issued, the Bidder's Bid, the Agreement, if attached, together with all other attached documents herein identified shall constitute the "Contract Documents" upon the award of this Invitation to Bid.
3. **CANCELLATION OF INVITATION TO BID:** The County reserves the right to cancel, in whole, or in part, this Invitation to Bid when deemed to be in the best interest of the County.

4. **FLORIDA PUBLIC RECORDS LAW:**

- 4.1. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders should be aware that this Invitation to Bid and all Bids are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their Bids which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe

to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's confidential and/or proprietary information.

- 4.2. All Bids received in response to this Invitation to Bid will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.
- 4.3. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's name and the Invitation to Bid number marked on the outside.
- 4.4. The County will not accept Bids when the entire Bid is labeled as exempt from public disclosure.
- 4.5. Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in the Bid as exempt from public disclosure, Bidder agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's designation of material as exempt from public disclosure.

5. **BIDDER'S UNDERSTANDING OF INVITATION TO BID:** Bidder is solely responsible for reading and completely understanding this Invitation to Bid in its entirety.

6. **BIDDER REQUEST FOR INTERPRETATION OF INVITATION TO BID:** No interpretation of the meaning of the Specifications contained in this Invitation to Bid or other contract documents will be made to any Bidder orally. Every request for such interpretation must be in writing, addressed to the Director of Business & Support Services - Procurement. To be given consideration, such requests must be received at least ten (10) Days prior to the Bid Submittal Deadline. Any and all such interpretations and any supplemental instructions will be in the form of a written Addendum which, if issued, will be posted at: www.hillsboroughcounty.org/noticeofbids at least five (5) Days prior to the Bid Submittal Deadline. Failure of a Bidder to receive any such Addendum or interpretation shall not relieve said Bidder from an obligation under its Bid as

submitted. All Addenda so issued shall become part of the Contract Documents.

7. **OBTAINING CLARIFICATION AND/OR ADDITIONAL INFORMATION:** Bidders are instructed not to contact County employees regarding this Invitation to Bid with the exception of employees of the Business & Support Services Department - Procurement. Potential Bidders requesting clarification or additional information should contact Business & Support Services - Procurement at the address/telephone/fax numbers or e-mail address listed on the Bid Data page.
8. **BID PRICING/PRICE QUOTES:** Bid pricing must be quoted only on the Bid form(s) provided with this Invitation to Bid; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.
9. **REQUESTED INFORMATION & DESCRIPTIVE LITERATURE:** Bidder must furnish all requested information in the spaces provided in the included Bid form(s). Additionally, where required, Bidders must submit cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder's Bid.
10. **DRUG FREE WORKPLACE PROGRAM:** Pursuant to Section 287.087, Florida Statutes, Bidders may submit with their Bids a certificate certifying that they have implemented a drug free workplace program. If two or more Bids are equal in price, quality, and service, preference will be given in the award process to the Bidder who has furnished such certification with its Bid. Certificate forms are available from the Business and Support Services Department - Procurement website at:
<http://www.hillsboroughcounty.org/procurement>
11. **SIGNING OF BID:**
 - 11.1. Bidder must manually sign its Bid along with all applicable Addenda issued for this Invitation to Bid.
 - 11.2. Bidder's Bid must be manually signed by a person that is legally authorized to contractually bind the Bidder.
 - 11.3. If a Bidder is a partnership, then the Bid must be signed by one or more of the company's general partners.
 - 11.4. If Bidder is a corporation, the Bid must be signed by a current officer of the corporation with such person's corporate title clearly listed below the signature.
 - 11.5. A person signing the Bid as Bidder's agent should include with the Bid legal evidence of such person's authority to sign on behalf of the Bidder.
12. **SEALING AND LABELING OF BID:** Bidder is directed to seal its Bid from public view and label its sealed Bid with the

Bidder's name, this Invitation to Bid's title, and the Bid Number as specified on the Invitation to Bid Cover Sheet and Bid Data page. Sealed Bids may not be amended or otherwise changed by any writing placed outside the sealed Bid. Any writing that is outside of the sealed Bid will not be considered in the County's evaluation of the Bid.

13. **BID SUBMITTAL DEADLINE:** Bidder must have its Bid delivered to the Business & Support Services Department - Procurement no later than the Bid Submittal Deadline specified on the Bid Data page of this Invitation to Bid. Under no circumstances will Bids delivered after the Bid Submittal Deadline be considered. Late Bids will not be accepted.
14. **DELIVERY OF BIDS:**
 - 14.1. Bidder must have its Bid delivered to the address specified on the Bid Data page.
 - 14.2. Bidder is strictly responsible for the delivery of its Bid. The County and/or the Director of the Business & Support Services Department - Procurement shall in no way be responsible for any delays caused by the United States Postal Service and/or other couriers, or for delays caused by any other occurrence.
 - 14.3. For informational purposes only, Bidder is advised that United States Postal Service delivery is made to the County's post office box (P.O. Box). Such delivery is not made directly to the street address shown on the Bid Data page, even if the Bidder specifies the street address and/or even if express mail service is utilized; therefore, Bidder's use of the United States Postal Service may cause a delay in the County's receipt of the Bidder's Bid by the Bid Submittal Deadline. Bidder is cautioned to plan necessary delivery time accordingly.
 - 14.4. Electronic or faxed Bids will not be considered.
15. **MODIFICATION AND/OR WITHDRAWAL OF BID PRIOR TO BID SUBMITTAL DEADLINE:** Prior to the Bid Submittal Deadline, Bids may be withdrawn upon written request signed by the Bidder and submitted and/or postmarked to the County prior to the Bid Submittal Deadline. Withdrawn Bids will not be returned to the Bidder. Except as specifically provided for herein, Bidders may not modify their Bids after the specified Bid Submittal Deadline. Negligence on the part of the Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened by County staff at the specified time and place. Bidders may not withdraw or modify their Bids after the Bid Submittal Deadline.
16. **BID OPENING:** At the time and place fixed for the opening of the Bids, every Bid properly delivered by the Bid Submittal Deadline will be opened and specific parts of

such Bid shall be publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.

17. **TIME PERIOD BID IS VALID:** Bidder's Bid shall be in force for a period of not less than ninety (90) Days after the Bid Submittal Deadline. Further, said Bid shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Bidder of its intent to withdraw its Bid, or until the date specified in said written notice as the expiration date of the Bid, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Bidder may extend its Bid at any time prior to the scheduled expiration thereof.
18. **NO ASSIGNMENT OF BIDS:** Bidder may not assign or otherwise transfer its Bid prior to or after the Bid Submittal Deadline.
19. **ERRORS ON BID PRICING:** If a Bidder's Bid contains erasures, corrections or mathematical errors, the Bidder will be bound to the County's reasonable interpretation of the Bidder's intent. The County shall have the discretion to correct any mathematical calculation error and the unit price will control. If a unit price is left blank, the County shall have the discretion to make a reasonable interpretation of the Bidder's Bid, which may include, but is not limited to, assigning a zero dollar (\$0) amount to such blank unit price.
20. **DEVIATIONS:** Bidder's Bid must state all deviations to the exact requirements imposed upon the Bidder. Such deviations must be stated upon the Bidder's Bid form; otherwise, the County may consider Bidder's Bid as being made in strict compliance with the requirements of this Invitation to Bid. The County reserves the right to accept or reject any and all Bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Bids which conform in all material respects to this Invitation to Bid will be accepted. The County may reject any Bid not submitted in the manner specified by this Invitation to Bid.
21. **UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The County reserves the right to reject any Bid in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Invitation to Bid, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.
22. **FACILITIES INSPECTION:** Prior to the award of this Invitation to Bid, the County reserves the right to inspect the Bidder's facility and place of business to determine that the Bidder has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.
23. **EQUIPMENT DEMONSTRATION:** Prior to the award of this Invitation to Bid, the County reserves the right to require a demonstration of equipment as proposed in Bidder's Bid. Each Bidder shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder-owned equipment or third-party-owned equipment. Failure on the Bidders' part to provide the equipment demonstration as described may result in the rejection of its Bid and/or suspension from consideration for award of bids or contracts with the County for a period of up to twenty-four (24) months.
24. **INSPECTION OF SAMPLES:** After the Bid opening, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder. Within ten (10) Business Days of receiving a request from the County, Bidder shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's expense) after testing is completed and after award of the Bid. Failure to provide the samples described above may result in the rejection of Bidder's Bid and/or suspension of Bidder from bidding on County procurements.
25. **AWARD OF CONTRACT AND REJECTION OF BIDS:**
 - 25.1. A contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Invitation to Bid and applicable law.
 - 25.2. The County, in its sole discretion, may determine whether acceptance of the Bid is in the best interest of the County. Further, the County reserves the right to reject any and all Bids and to waive any informality concerning a Bid whenever such

rejection or waiver is in the best interest of the County and in conformance with Florida Law.

- 25.3. The County also reserves the right to reject the Bid of any Bidder: 1) determined to be non-responsible due to failure to perform properly or timely on a comparable contract; and 2) who is not in a position to perform the contract.

- 25.4. Bidder must have the capacity, knowledge, skill and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

26. **BID RESULTS:** Preliminary results are generally available within two business days at:
www.hillsboroughcounty.org/noticeofbids

27. **PAYMENT BY VISA CREDIT CARD ACCOUNT (ePAYABLES):**

- 27.1. The County has an ePayables electronic payment solution where the Bidder may choose to be paid by a VISA credit card account. If the Bidder requests to participate in the County's ePayables electronic payment solution, the Bidder should indicate its acceptance in its Bid. If the Bidder has indicated that it will accept the County's VISA credit card for payment, then the Bidder will be required to sign an ePayables Enrollment Form after the contract has been awarded. The Bidder must have the capacity to accommodate/accept VISA credit card payments in order to participate in the County's ePayables electronic payment solution.

- 27.2. For more information on the County's ePayables electronic payment solution, go to:
<http://www.hillsboroughcounty.org/epayablesabout>

28. **FISCAL NON-FUNDING/AVAILABILITY OF FUNDING:**

The award of this Invitation to Bid is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Successful Bidder/Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Successful Bidder/Contractor for any authorized goods and/or Services provided prior to the Successful Bidder's/Contractor's receipt of said termination notice.

The County shall be the final authority as to the availability of funds.

29. **EXECUTION OF WRITTEN AGREEMENT:** Within ten (10) Days of the Notice of Award, the Successful Bidder will be required to sign a written Agreement if one has been made a part of this Invitation to Bid and identified as the "Agreement".

30. **BID BOND:**

- 30.1. If Bidder is required to submit a Bid Bond for this Bid (as more specifically set forth on the Bid Data page), then either a certified check, a cashier's check, an irrevocable letter of credit or, in the alternative, a submission of a Bid Bond completed and signed by all required parties and submitted in the format detailed by the Bid Bond page (attached to this Invitation to Bid) shall be required to accompany each Bid in the dollar amount set forth on the Bid Data page of this Invitation to Bid.

- 30.2. Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

- 30.3. Surety on Bid Bonds shall be authorized to do business in the State of Florida.

- 30.4. All Bid Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.

- 30.5. Personal checks, business checks and cash deposits are not acceptable.

31. **EVIDENCE OF POWER-OF-ATTORNEY ON SURETY INSTRUMENTS:** Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power-of-attorney.

32. **SECURITY FORFEITURE:** If within ten (10) Days after the Notice of Award, the Successful Bidder fails to execute the required Agreement and/or performance security, the Bidder's Bid security may be forfeited or enforced against the Bidder. If a Bidder's Bid security is no longer subject to forfeiture or enforcement, the Bid security will be returned to the Bidder within a reasonable time; however, this shall only be applicable to Bid security that is in the form of cash, cashier's check or money order.

33. **LICENSING:** Bidder shall be properly licensed for the appropriate category of Work specified in this Invitation to Bid. All Bidders are requested to submit any required license(s) with their Bids. License(s) must be effective as of

the Bid opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Bid as non-responsive.

prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Successful Bidder.

34. **IRS SUBSTITUTE W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:** All Bidders are requested to complete and submit the attached Substitute W-9 form with their Bid.
35. **TAXES:** State sales and Federal Excise taxes shall not be included in the Bidder's Bid, as Hillsborough County is tax exempt.
36. **HILLSBOROUGH COUNTY BUSINESS TAX:** All Bidders are required to comply with Hillsborough County Ordinance No. 95-4, as amended by 02-5 and as may be amended in the future. Failure of Bidder to comply with such Ordinance shall not be a basis to protest the County's award of the Contract; instead, any reported failure of a Bidder to comply with the Ordinance will be referred to the Hillsborough County Tax Collector.
37. **AFFIRMATIVE ACTION BUSINESS ENTERPRISE PROGRAM:** The County hereby notifies all Bidders that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Invitation to Bid and will not be subjected to discrimination on the basis of race, color, sex, national origin, age or disability. The County prohibits any person involved in County contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or disability.
38. **BIDDER RESPONSIBLE FOR EXAMINING/INVESTIGATING WORK SITE(S):** If applicable to this Invitation to Bid, Bidder is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Bidder's failure to conduct such examinations and investigations shall not:
 - 38.1. excuse the Successful Bidder's failure to complete the Work in accordance with the Specifications and requirements set forth in this Invitation to Bid based on the Successful Bidder's/Contractor's ignorance of conditions or difficulties that may exist prior to the Bid opening or of conditions or difficulties that may be encountered during the execution of the Work, and/or
 - 38.2. be a basis for any claims for additional compensation and/or for any extensions of time.
39. **CONDITION OF GOODS, SHIPPING COSTS, AND CLAIMS AGAINST CARRIER:** Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid
40. **BRAND NAMES, ETC.:** In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders (other than as to quality) and Bidders may propose and describe upon the Bid forms deviations that the Bidder believes to be equal to or better than the requirements set forth in this Invitation to Bid. However, Bidder is advised that such deviation(s) may subject the Bidder's Bid to rejection by the County if, at the sole discretion of the County, the deviation is considered material in nature.
41. **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a Bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry may be grounds for rejection of a Bid, offer or proposal.

GENERAL TERMS AND CONDITIONS

The provisions contained in this section (General Terms and Conditions) sets forth the general terms and conditions that will apply to the Bidder that is ultimately awarded this Invitation to Bid by the County (the Successful Bidder/Contractor). All Bidders must review and fully understand the terms and conditions contained herein.

1. **NO ASSIGNMENT OF CONTRACT:** The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.
2. **APPLICABLE LAW:** Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.
3. **LAWS AND REGULATIONS:** The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.
4. **INTERPRETATION & INTENT OF CONTRACT DOCUMENTS:** The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Addenda (if applicable to this Invitation to Bid), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions to Bidders. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.
5. **SEVERABILITY:** In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.
6. **NOTICES TO CONTRACTOR:** Notices to the Contractor shall be served upon the Contractor either personally or by leaving said notice at the Contractor's residence, place of business and/or with the Contractor's designated agent, or addressed to the Contractor at the residence or place of business given in Contractor's Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.
7. **NOTICES TO THE COUNTY:** See the "Special Terms and Conditions" section of this Invitation to Bid for notices to the County.
8. **STARTING THE WORK:** The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.
9. **PERFORMANCE STANDARDS AND PRODUCT QUALITY:** In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.
10. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar services and/or work if it deems such action to be in the County's best interest.
11. **CONTRACTOR'S RESPONSIBILITIES:** The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.
12. **EMERGENCIES:** In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall

give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

13. PROJECT MANAGER'S STATUS:

13.1. County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

13.2. Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

14. **ESTIMATED QUANTITIES:** Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder shall provide such requirements to the extent they are reasonable.

15. CHANGES IN THE WORK / UNILATERAL CHANGE ORDERS / MODIFICATIONS:

15.1. Without invalidating the Contract, the County may, at any time or from time to time, through its Director of Business and Support Services – Procurement or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order, Unilateral Change Order or Modification Agreement. The cumulative total of Unilateral Change Orders shall not exceed \$25,000.00. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions shall be

valid and enforceable only when authorized by a written Modification Agreement executed by the Contractor and the County, and may be subject to approval by the Board of County Commissioners. Only upon receipt of a Change Order, Unilateral Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

15.2. Additional Work performed by the Contractor without the authorization of a Change Order, Unilateral Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

15.3. The County will execute an appropriate Modification Agreement if such Modification Agreement is approved by the County's Board of County Commissioners. Such Modification Agreement will be prepared by the Project Manager and shall cover changes in the Work to be performed, Work performed in an emergency, and/or any other claim of the Contractor for a change in the Contract Time or the Contract Price.

15.4. It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price and the amount of the applicable Bond(s) shall be adjusted accordingly.

16. PAYMENT AND COMPLETION:

16.1. The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

16.2. The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the

Contractor being entitled to payment as set forth herein have been fulfilled.

16.3. The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.

16.4. The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

- (a) The Work is defective;
- (b) Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or
- (c) The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

16.5. As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

17. PAYMENT TO CONTRACTOR BY VISA CREDIT CARD ACCOUNT (ePAYABLES):

17.1. If the Contractor is enrolled in the County's ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The Contractor will be issued a VISA credit card account number with zero (\$0) available funds until an invoice is approved by the County for payment. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail or fax along with approval for the Contractor to charge the VISA credit card account for that amount. The Contractor will only have the ability to charge up to the monetary limit available to the account.

17.2. Once the Contractor is enrolled in ePayables electronic payment solution and then requests to opt out, the Contractor will not be eligible to re-enroll in ePayables for a minimum of twelve (12) months.

18. **PAYMENT TO SUBCONTRACTORS:** By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

19. **COUNTY AS INTENDED BENEFICIARY OF SUBCONTRACTS:** The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

20. **INJURY AND/OR DAMAGE CLAIMS:** Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

21. INDEMNIFICATION:

21.1. **General Liability Indemnification** – with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

21.2. **Patent and Copyright Indemnification** - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys'

fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

21.3. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:

- (a) written notice of any action or threatened action;
- (b) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and
- (c) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

22. **SUSPENSION OF WORK:** Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

23. **TERMINATION FOR CONTRACTOR BEING ON THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE SUDAN LIST AND/OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY LIST:** Contractor is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities

in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the Contract Period, the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

24. **FAILURE TO PERFORM:** If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to obtain the goods, Services and/or Work from another contractor; and/or:

- (a) Terminate the Contract; and/or
- (b) Suspend/debar the Contractor from bidding on County procurements/contracts for a period of up to twenty-four (24) months; and/or
- (c) Pursue any and all other remedies available to the County.

25. **CONTRACTOR MUST HAVE LEGALLY AUTHORIZED WORKFORCE:**

25.1. Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Bid, Contractor represents and warrants (a) that Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of Contractor's employees are legally eligible to work in the United States, and (c) that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).

25.2. A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Contractor unless such an allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

- 25.3. Legitimate claims of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).
- 25.4. In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor from bidding on all County contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.
- 25.5. Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
- (a) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - (b) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.
 - (c) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - (d) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
 - (e) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - (f) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 - (g) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in subcontractor agreements.
 - (h) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
 - (i) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 - (j) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 - (k) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.
26. **STATEMENT OF ASSURANCE:** During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said

Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

27. HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE:
APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

- 27.1. General: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or marital status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; 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 setting forth the provisions of this non-discrimination clause.
- 27.2. Recruitment: 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 consideration for employment without regard to race, color, religion, sex, national origin, age, disability or marital status.
- 27.3. Unions: The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the Contractor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 27.4. Compliance Reports: The Contractor will maintain records and information assuring compliance with these requirements and shall submit to the designated County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or Contractor's designee may

determine to be necessary to enable Contractor to ascertain whether the Contractor has complied or is complying with these requirements. The Contractor will permit access to its books, records and accounts by the County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the Contractor and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under this Contract.

- 27.5. Sanctions: In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- 27.6. Subcontractors: The Contractor will include the provisions of paragraphs (27.1) through (27.6) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The Contractor will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In addition, the Contractor, with regard to the work performed during the Contract Period, shall not discriminate on the basis of familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 27.7. Federal Requirements: In the event this Contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.
- 27.8. Applicable Statutes, Orders and Regulations:
- 27.8.1. Federal:
- (a) Section I of the Fourteenth Amendment to the United States Constitution.
 - (b) Title VI of the Civil Rights Act of 1964.
 - (c) Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
 - (d) Civil Rights Acts of 1866 and 1870.

- (e) Standards for a Merit System of Personnel Administration, 45 CFR 70.
 - (f) Revised Order Number 4, 41 CFR 60-2.10.
 - (g) Rehabilitation Act of 1973, P.L. 93-112.
 - (h) Interagency Agreement dated March 23, 1973.
 - (i) Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
 - (j) Age Discrimination Act of 1967, P.L. 94-135
 - (k) Civil Rights Act of 1968, P.L. 90-284
 - (l) Veterans Readjustment Act.
 - (m) Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended).
 - (n) Office of Management and Budget Circular 102, Attachment O
 - (o) Age Discrimination in Employment Act, as amended.
 - (p) Civil Rights Restoration Act of 1987.
 - (q) Federal Civil Rights Act of 1991.
 - (r) Americans with Disabilities Act.
 - (s) General Accounting Procedures, 45 CFR, Part 74 and/or Part 92.
 - (t) Clean Air Act, 42 USC 1857(h), section 306.
 - (u) Clean Water Act, 33 USC 1368, section 508.
 - (v) Executive Order 11738.
 - (w) Environmental Protection Agency Regulations, 40 CFR, Part 15.
- 27.8.2. State:
- (a) State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
 - (b) Florida Statutes, Chapter 112.042, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
 - (c) Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
 - (d) Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
 - (e) Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
 - (f) Florida Civil Rights Act of 1992, as amended.
- 27.8.3. Hillsborough County:
- (a) Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.
 - (b) Hillsborough County Ordinance #83-9, (Home rule Charter) Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, physical handicap, or political affiliation.
28. **MAINTENANCE OF RECORDS:** The Contractor will keep adequate records and supporting documentation applicable to this Contract. Said records and documentation will be retained by the Contractor for a minimum of six (6) years from the date of termination of this Contract or from the date of final payment under this Contract, whichever is longer (the "Record Retention Period"). The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the Contract Period and during the Record Retention Period. The Record Retention Period will be extended until audit findings are issued if an audit is initiated during the Record Retention Period. Such activity shall be conducted only during normal business hours. During the Record Retention Period, the County shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.
29. **CONTRACTOR USE OF HILLSBOROUGH COUNTY FOR MARKETING PROHIBITED:** The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the

Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

30. **SOLID WASTE COLLECTION AND DISPOSAL (SOLID WASTE ORDINANCE 96-34):** (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County Ordinance 96-34, as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Utilities Department at 813-272-5977 ext. 43907. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Hillsborough County Ordinance 96-34, as amended.
31. **HAND SANITIZER ORDINANCE (05-8):** (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance 05-8, as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

SPECIAL TERMS AND CONDITIONS

1. **BID COPIES:** Bidders are requested to submit an original and one (1) copy of its Bid.
2. **BASIS FOR AWARD (Overall Low):** Award will be made to a single Bidder for all items. If a Bidder fails to submit a Bid on all items, that Bidder is not eligible for award of the Invitation to Bid/Contract.
3. **PURCHASE ORDER/CONTRACT:** By submitting a Bid, the Bidder declares that it understands and agrees that Bidder's Bid in addition to the Specifications, the Instructions to Bidders, the General Terms and Conditions, the Special Terms and Conditions, any Addenda issued and all applicable attachments to this invitation to Bid shall become a valid contract between the County and the Successful Bidder upon issuance of a Purchase Order by the County.
4. **HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL: REFERENCE LAWS OF FLORIDA 69-1112 AND 69-1119:** All Bids received by the County in response to this Invitation to Bid shall be considered as bids to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Invitation to Bid. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Successful Bidder and the County. Members will issue their own purchase orders, issue payments and coordinate the service locations with the Successful Bidder, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County	City of Plant City
City of Tampa	City of Tampa Housing Authority
City of Temple Terrace	Clerk of the Circuit Court
Expressway Authority	Hillsborough Area Regional Transit Authority
Hillsborough County Aviation Authority	Hillsborough County Board of County Commissioners
Hillsborough Community College	Hillsborough County School Board
Hillsborough County Sheriff	Property Appraiser
State Attorney's Office	Supervisor of Elections
Tampa Palms Community Development District	Tampa Port Authority
Tampa Sports Authority	Tax Collector
5. **OPTIONAL PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder in its Bid, the Bidder agrees to make available to all government agencies, departments, and municipalities the Bid prices submitted in accordance with the terms and conditions of this Invitation to Bid, should any governmental entity desire to buy under the Contract resulting from this Invitation to Bid.
6. **CONTRACT PERIOD FOR TERM CONTRACT:** The Contract resulting from this Invitation to Bid will be in effect for a two (2) year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Purchase Order.
7. **RENEWAL OPTION (Unilateral):** At the sole option of the County, through the Board of County Commissioners or designee, this Contract may be renewed for two (2) additional two-year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest.
8. **TERMINATION FOR CONVENIENCE:** The County reserves the right to terminate this Contract, in whole or in part, for the convenience of the County. Notification of termination shall be provided to the Contractor in writing by certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to Contractor's receipt of said termination notice.

9. **UNILATERAL EXTENSION PERIODS:** The County, through its Director of Business & Support Services or designee, reserves the right to unilaterally extend the Contract Period or the renewal period of this Contract for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of the County's intent to extend the Contract Period and/or the renewal period shall be provided by the County in writing to the Successful Bidder prior to the expiration of the Contract, or the renewal period.

10. **PRICE ESCALATION/DE-ESCALATION:**

If the Successful Bidder desires to request an increase pursuant to the following escalation clause for the renewal period of the Contract, the Successful Bidder shall submit, no later than ninety (90) Days prior to the renewal date, the inflationary factor and background data based upon the following formula, to the County's Project Manager:

10.1.1. New Fee = [.75 X (CPI1 – CPI2) ÷ CPI1 + 1] X Current Fee

10.1.2. "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region – All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).

10.1.3. "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.

10.1.4. "CPI2": The published CPI for the month ending one-hundred fifty (150) Days prior to the annual/renewal date of the Contract being adjusted.

10.1.5. As of the renewal date of this Contract, the County may decrease the Contract in accordance with the above Escalation/De-Escalation clause formula. The County shall notify the Successful Bidder in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed six (percent (6%) in any year.

11. **INSURANCE REQUIREMENTS:** Before starting performance under this Contract and until acceptance of the goods, Services and/or Work by the County, the Successful Bidder shall procure and maintain insurance of the types and to limits specified in this Invitation to Bid.

12. **MINIMUM QUALIFICATIONS:** The Bidder or principal thereof shall have met the following qualification(s) prior to the procurement submittal deadline:

12.1 The Bidder shall provide at least three (3) contracts that verify that the Bidder has completed or is currently working on substantially similar projects.

12.2 Three (3) years of continuous experience in the performance of similar contracts and Bidders shall be actively engaged in providing street sweeping services. Bidders considered for award shall be able to demonstrate their competence, experience, and financial capability to carry out the terms of the contract. The "Schedule of Bidder's Qualifications" appended to the Bid form should be used by the Bidder to provide such information. If the Bidder uses its own form, the information provided must be in substantially the same format as the Schedule of Bidder's Qualifications.

12.3 The Contractor shall have the capability to complete a minimum of 2000 lane miles per month (30 day period) according to the specifications.

12.4 The Contractor shall have traffic safety personnel, for this project, who are certified in Intermediate Maintenance of Traffic by the Florida Department of Transportation (FDOT) and be familiar with traffic safety.

Specifications

The Specifications contained in this section are intended to describe the goods, Services and/or Work to be provided by the Successful Bidder/Contractor.

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS:

1.1. Purpose

The purpose of these specifications is to describe the requirements of the County's Street Sweeping Program which includes, but is not limited to, an initial cleaning of specified major intersections and streets, routine street sweeping and spot sweeping on an as-needed basis described herein.

1.2. Description of Work:

1.2.1 Road and bridge sweeping consists of removing or otherwise cleaning of debris from designated areas within the limits of the Hillsborough County Road System. Areas to be cleaned will be curb and gutter, valley gutter, bridge decks and curbs, intersections, turn lanes, and all paved areas as designated. This contract may include rural and/or urban roadways, parking lots and special area cleaning as required or needed.

1.2.2 The areas of the street to be swept include curb lines along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted medians and all intersection cross gutters. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas are to be maintained on the same frequency as the median or intersection for which they are associated and included in the lane mile price. Contractor is responsible for those areas of normal buildup caused by turning or moving traffic.

1.2.3 Level of Cleanliness – Contractor shall remove all loose debris and material. This includes, but is not limited to, sand, gravel, glass, bottles, cans, leaves, silt, litter and debris as described above. Swept areas shall be free from visible debris, with no trails or tracks left from the sweeping.

1.3 Definition(s)

1.3.1 Lane Mile - Consist of one mile of one lane of road. One mile of a roadway with four lanes is four lane miles regardless of curbing, medians, lane width or any intersection within that roadway. Lane miles are calculated by multiplying the Centerline Mileage of a road by the number of lanes it has. Centerline Mile includes but may not be limited to the size of the lanes for any given road, curbs, medians or intersections.

1.3.2 Centerline Miles - are used to measure the length of roads and highways throughout the United States. Centerline miles represent the total length of a given road from its starting point to its end point regardless of what is located in between i.e. curbs, medians or intersections. The number and size of the lanes on that road are ignored when calculating its centerline mileage.

1.4 Requirements:

1.4.1 Contractor shall be responsible to complete the following items:

Comply with all pertinent County, State, and Federal laws and guidelines regarding environmental and safety requirements.

1.4.1.1 Conduct roadway sweeping between the hours of 10:00 p.m. to 5:00 a.m., with the work-week commencing Sunday night and ending Friday morning unless otherwise approved by the Project Manager. Schedules may be established, by the Project Manager on a case-by-case basis, due to unforeseen noise issues affecting citizens in homes or buildings adjacent to the roadway. All schedules shall be approved in writing, prior to its implementation.

1.4.2 Conduct work so as to insure the least possible obstruction to pedestrian and vehicular traffic, including access to all public and private properties during all stages of services performed. No more than one-half of a street shall be affected while being serviced (One lane of traffic).

- 1.4.3 Provide continuous sweeping operations from start to finish once the work commences. All weather related delays and/or incidents shall be reported on the appropriate daily report. Sweeping shall not be conducted whenever conditions are present that would minimize the effectiveness of the sweeping activity.
- 1.4.4 Utilize mechanical sweeper(s) or regenerative broom air/vacuum sweepers that shall have a "Slow Moving Vehicle" sign mounted on the sweeper's rear with a Type B high-intensity warning light mounted **on top** of the sweeper. Additionally, a sequencing arrow panel in conformance with Section 6D6 of the "Manual of Traffic Control and Safe Practices" shall be mounted on the **top-rear** of the sweeper. A shadow vehicle, with attenuator, shall be used in either of the following circumstances: When sweeping occurs on any roadway of four lanes or more or where the speed limit exceeds 35 miles per hour.
- 1.4.5 Service streets "with" or in the same direction as traffic. Vehicles parked in the sweeping area are to be swept around, recorded on the daily report, and considered as work accomplished.
- 1.4.6 Utilize either mechanical broom sweepers or regenerative air sweepers. All sweepers shall have a minimum capacity of 3 cubic yards and equipped with a water supply system for dust control to minimize disruption of the sweeping route once started. All sweepers shall have dual steering and dual brooms. **Each sweeper shall be limited to the recommended speed of operation in the owner's manual of each sweeper being utilized.**
- 1.4.7 Complete work shall be clean and free of all accumulated debris immediately after sweeping, as determined by the Project Manager or designee, regardless of sweeping passes required to achieve the specified quality.
- 1.4.8 Submit a daily report to the County, listing street segments just completed within the pre-dawn hours of 10:00 p.m. to 5:00 a.m. The Project Manager shall receive the report by 7:00 a.m. the same morning the work is done in order to allow timely inspection throughout the day by County personnel. The reports shall provide the following information:
- * Sites swept (from/to)
 - * Sweeper speed
 - * Date/ Time of operation
 - * When Brooms are Down & Operating
 - * When Vacuum is engaged
 - * When Water System is Operating
 - * When Debris Tank is Full
 - * When Debris Tank is Emptied
- A Debris Disposal Quality Log shall be submitted by the 5th of each month for the preceding month.
- 1.4.9 Furnish all labor, materials and equipment for the accomplishment of all work as described in these Special Conditions and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract.
- 1.4.10 Provide, at a minimum, a sufficient number of sweepers, support vehicles and staff to assure a minimum of 2000 miles per month, when directed, to complete the work under this contract within the specified timeframe.
- 1.4.11 Provide an **Initial Street Sweeping** which shall consist of approximately 1,200-1,500 miles of roads. The initial road sweeping will include areas with higher than normal amounts of debris.

- 1.4.12 Provide a **Regular Street Sweeping** shall include subsequent sweeps and continued map verification of streets that have previously received Initial Street Sweeping, and/or streets deemed not required to receive an Initial Street Sweeping service.
- 1.4.13 Provide **Special Street Sweeping** that shall be paid on an hourly basis for various locations, events and circumstances, as directed by the Project Manager. Special Street Sweeping may include drives, parking areas, roadways, or other impervious areas that require sweeping and cannot be appropriately measured by lane miles."
- 1.4.14 Provide a re-sweep of the areas determined to be unacceptable, at the sole discretion of the County, within forty eight (48) hours of the County's notice to the Contractor. County shall advise the Contractor of the acceptable/ unacceptable condition of the sweeping within forty eight (48) hours (two working days) of receipt of the Contractor's report.
- 1.4.15 Provide **Emergency Response Street Sweeping**. In some instances, an emergency response shall be required. Upon written or verbal notification of an emergency response request, the Contractor shall be required to respond at the site within three (3) hours of notification and perform the applicable services described in this contract.

1.5 Project Manager:

Project Manager—In addition to any other authority granted to the Project Manager in this Contract, the Project Manager or designee may issue special instructions to the Contractor to minimize interference with Department operations and may reject as defective, work performed by the Contractor that does not in the opinion of the Project Manager comply with these Specifications. Unless otherwise advised by the Department, the Project Manager for this Contract is designated below:

Will Hand, Project Manager
Hillsborough County Public Utilities Department
601 E. Kennedy Blvd, 22 Floor
Tampa FL 33602
Phone Number: (813) 635-5404
E-Mail Address: handwt@hillsboroughcounty.org

2. Procedure for Issuance of Purchase Orders:

- 2.1 Upon identifying the need for work to be performed under this contract, the Project Manager, or other designated staff person, will meet with the Contractor to review the scope of work. This may also include an on-site visit.
- 2.2 Following this initial meeting, the Project Manager, or other designated staff person, will provide the Contractor with a written purchase order.
- 2.3 The Contractor shall acknowledge the purchase order in writing and provide a brief plan to the PM detailing the planned routing and timing to complete the work within two (2) working days.
- 2.4 The Contractor's bid prices and estimated mileage shall serve as the basis for establishing the value of the work to be performed on a unit price basis.
- 2.5 The Contractor shall acknowledge the request for street sweeping services and provide a written reply to the Project Manager, or designee, within two working days (Monday through Friday excluding Holidays).

- 2.6 It shall be the Contractor's responsibility to advise the County and obtain prior approval for additional locations to be swept beyond those specified in the purchase order or a correction to the mileage estimate prior to beginning any work.
- 2.7 The Contractor shall initiate the work within four working days of receipt of a purchase order for street sweeping services.
3. **Water Availability:**
The Contractor shall be solely responsible for providing any water needed to perform the work under this contract. The Contractor may be able to secure water through Hillsborough County Water Resource Services per their regulations; however, this shall in no way be construed or interpreted as the County being obligated to provide the Contractor with water.
4. **Debris Disposal:** Disposal of debris shall be the sole responsibility of the Contractor and shall be disposed of in accordance with all rules and regulations in effect at the time of disposal. The cost associated with debris disposal shall be borne solely by the Contractor and must be included in the Contractor's contract unit price(s). Disposal of debris shall be made at an approved site by Florida Department of Environmental Protection with verification provided to the County by request and readily available. Street Sweeping debris cannot be disposed of at the County landfills.
5. **Parking/ Storage of Vehicles:** The Contractor may be allowed to store their vehicles on certain County properties with prior written approval by the County.
6. **Continuous Service:** The Contractor shall provide continuous work, once the sweeping cycle has begun, until completed. The Contractor shall provide backup equipment, in the case of equipment breakdown or malfunctions, to provide the continuous service, if necessary. Inclement weather and unforeseen conditions within the work environment, if approved by the Project Manager, will be considered a suspension of work and not defined as stopping work.
7. **Damage to County or Private Property:** The Contractor shall use caution during work on County property and near private property. The Contractor shall immediately report any damage to County or private property to the Project Manager; The Contractor shall notify the owner of the damaged property. The Contractor shall provide the County with a written report of the damage within forty eight (48) hours of the damage incident occurring (this is in addition to immediately reporting the damage to the County when the damage occurs). The County shall assess the property damage, and the County shall have the sole discretion under this contract to determine how the damage will be repaired and who shall repair the damage (this does not exclude the possibility that there may be an alternate finding of liability by a law enforcement officer and/or a court of law.) If, in the sole discretion of the County, it has been determined that the Contractor caused the damage, then the Contractor shall repair the damage at its sole expense within forty eight (48) hours of the County's notification to the Contractor.
8. **Maintenance of Traffic**
The Contractor shall provide traffic safety personnel for this project who are certified in Intermediate Maintenance of Traffic by the Florida Department of Transportation (FDOT) and be familiar with traffic safety.
9. **Notices To The County:** All notices to the County shall be sent by the Contractor to the County's Project Manager.

BID FORMS

1. Name of Bidder: Star Cleaning USA Inc
2. Federal Tax ID Number: 65-0684451
3. Contact Person: Michael Gonzalez
4. Business Address(es): 19664 SW 69 Pl, Pembroke Pines FL 33332
Tampa (or closest to Tampa): N/A

Principal Address, if different: _____

5. Telephone Number: 954 , 680-7827
6. Cell Phone Number: 305 , 216-3199
7. Fax Number: 954 , 434-6467
8. E-mail Address: Star Cleaning USA @ Hotmail.com
9. Web Site URL: WWW.PowerSweeping.Net
10. Business has been in operation under its present name since: 20 YEARS

11. **DEVIATION(S):** Any representation of deviation(s) below may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based:

N/A

12. In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Check only ONE of the delivery methods below.

☒ Send electronic version (to e-mail address indicated above) OR ☐ Send hard copy via U.S. mail

13. Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution.

☒ YES ☐ NO

NOTE: If Bidder is already enrolled in the County's ePayables for an existing contract/award, the Bidder will automatically receive payment using ePayables in the event Bidder is the Successful Bidder.

14. Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available all government agencies, departments, and municipalities?

☒ YES, I agree to make the contract available to all governmental agencies.

☐ NO, I do not agree to make the contract available to all governmental agencies.

The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.

BID FORM(S) CHECKLIST

- ☐ Completed Bid Pricing
- ☐ Completed Schedule of Bidder's Qualifications
- ☐ Completed Hillsborough County Substitute IRS W-9 Form
- ☐ Completed Equal Opportunity/Affirmative Action Questionnaire, if required
- ☐ Current Hillsborough County Business Tax License, if required
- ☐ License(s), if applicable
- ☐ Signed and notarized Bid
- ☐ Manufacturer's Specification Sheets/Brochures, if applicable
- ☐ Other:

16. Bid Pricing

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

- A. ARRIVING AT AN ESTIMATED TOTAL BID PRICE
- B. ESTABLISHING PRICE FACTORS TO BE UTILIZED IN ADJUSTING THE ESTIMATED TOTAL PRICE RESULTING FROM MODIFICATION(S) ISSUED OR ANNUAL RENEWALS.
- C. QUANTITIES LISTED IN COLUMN (IV) ARE ESTIMATES ONLY AND ARE FOR A TWO-YEAR PERIOD.

Column I Item Number	Column II Description	Column III Unit of Measure	Column IV Estimated Quantity	Column V Unit Price	Column VI Extended Price (Column IV x V)
1	Initial Street Sweeping	Lane Mile	1,500	\$ 25.95	\$ 38,925
2	Regular Street Sweeping	Lane Mile	30,000	\$ 25.95	\$ 778,500. ⁰⁰
3	Special Street Sweeping	Hour	50	\$ 25.95	\$ 1,297.50
4	Emergency Response Street Sweeping	Hour	10	\$ 135.00	\$ 1,350
TOTAL BID PRICE ->					\$ 820,072.50

17. Schedule of Bidder's Qualifications (Complete all lines)

17.1 Project Name:

MIAMI-DADE

Contracted With:

I.C.A.

Contact Person:

Carolina Teriffe

Address:

955 NW 159th Dr, Suite 105

Telephone Number: (305) 620 8851

Fax Number: (305) 620 8853

E-mail address:

cteriffe@ica-oncamp.com

Project Description:

Mechanical Sweeping SR 826,
I-95, I-395, I-195

Project Amount:

\$ 393,117.24

Project Period From:

2008

to

Date

The Bidder was the (check one) Prime Contractor ☐ or Subcontractor ☒ on this project.

17.2 Project Name:

Transfield Services, Miami-Dade

Contracted With:

Transfield Services

Contact Person:

Paul Watts

Address:

2630 W 79 ST

Hialeah, FL 33016

Telephone Number: (305) 698 7500

Fax Number: (305) 698 7071

E-mail address:

wattp@transfieldservices.com

Project Description:

Mechanical Sweeping SR 878,
SR 874, SR 924, SR 112, SR 836

Project Amount:

\$ 243,060.00

Project Period From:

2006

to

Date

The Bidder was the (check one) Prime Contractor ☐ or Subcontractor ☒ on this project.

17.3 Project Name:

Florida's Turnpike

Contracted With:

F.D.O.T, Florida's Turnpike

Contact Person:

Stanley Boigris

Address:

Mile Post 165, Florida's Turnpike
Pompano Beach, FL 33069

Telephone Number: (954) 448 1546

Fax Number: (954) 434 1354

E-mail address:

stanley.boigris@dot.state.fl.us

Project Description:

Mechanical Sweeping

Miami-Dade, Broward, Palm Beach

Project Amount:

\$ 445,464.00

Project Period From:

2009

to

Date

The Bidder was the (check one) Prime Contractor ☐ or Subcontractor ☒ on this project.

17.4 Project Name:

ICA South Carolina

Contracted With:

ICA South Carolina

Contact Person:

Betsy Kirby

Address:

62 Brigade St, Suite-A-3
Charleston, S.C. 29403

Telephone Number: (843) 302 8640

Fax Number: (843) 302 8644

E-mail address:

bkirby@ica-dcra.com

Project Description:

Mechanical Sweeping

Beaufort County, Berkeley County, Charleston County

Project Amount:

\$ 108,000.00

Project Period From:

2009

to

Date

The Bidder was the (check one) Prime Contractor ☐ or Subcontractor ☒ on this project.

Substitute W-9

Request for Taxpayer Identification Number (TIN) and Certification

All Bidders: Complete this Substitute W-9 Form

PART I - PERSONAL or BUSINESS INFORMATION

Please type or print legibly.

1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service)	
2-BUSINESS NAME (DBA-doing business as), if different from above. <u>Star Cleaning USA, INC.</u>	
3-CHECK ONE BOX to identify the type of business named above.	
☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Non-profit 501(c) ☐ Associations/Estate or Trust ☐ Government Entity (Exempt under section 501(a)) ☐ Medical or Legal Corporation ☐ Foreign Entity (fill out appropriate W-form) ☐ LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [] Disregarded entity [] Partnership [] Corporation [] Individual/Sole Proprietor (enter owner/individual's name on line 1 above, business/DBA name on line 2)	
4-WITHHOLDING (Optional) ☐ Already subject to backup withholding ☐ Exempt from backup withholding	
5-PROTECTED STATUS - Florida Statute 119.071(4)(d) Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)? ☐ Yes ☒ No	
6-ADDRESS - Street (include apt # or suite number) <u>19664 SW 6A AVE</u>	
City <u>Pembroke Pines</u> State <u>FL</u> ZIP <u>33332</u>	
E-mail address <u>starcleaningusa@hotmail.com</u>	

PART II - TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).

SSN	TIN / EIN	<u>05-0684451</u>
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PART III - CERTIFICATION

Under penalties of perjury, I certify that:

1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, and
2	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3	I am a U.S. citizen or other U.S. person (see definition below).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Sign here > <u>[Signature]</u>	Date > <u>7/8/13</u>
--------------------------------	----------------------

Florida Statute 119.07 (5) and the Federal Privacy Act of 1974; Collection of Social Security Numbers

The Hillsborough County Clerk of the Circuit Court collects your social security number for the purposes of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS) and for identity verification purposes. Florida Statute 119.07 (5) and the Federal Privacy Act of, 1974 require the Clerk to notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.

GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of the income from such business. Further, in certain cases where a form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATEMENT OF COMPLIANCE

THE BIDDER REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE BIDDER ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE BIDDER FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR'S/SUBRECIPIENT'S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

INSTRUCTIONS

As a Bidder /Contractor with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the Bidder/ Contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance "bid conditions" in the proposal package.
2. The Bidder/Contractor must complete all forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the Contract is equal to or exceeds \$10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County contracts, please contact Hillsborough County's Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 914-4028.

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Procurement Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Procurement Manual.
2. The Board of County Commissioners encourages each Bidder to submit EEO documentation with its Bid.
3. The Board of County Commissioners also reserves the right to reject any Bids from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

**EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

FIRM'S CIVIL RIGHTS STATUS

All responding firms/Bidders are requested to carefully review the following questions and provide responses as it relates to the firm's/Bidder's own affirmative action and equal opportunity practices.

Please respond to the following:

1. Provide a copy of your organization's Affirmative Action Plan or Program (if not submitted within the past twelve (12) months.)

A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.
2. Workforce Analysis by race/sex and EEO Category.
3. If organization receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the organization receptive to on-site reviews?
6. Does the organization have a procedure for resolving discrimination complaints?
7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Do you anticipate hiring additional staff to perform this Contract? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the company's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (if not submitted within the past twelve (12) months).

FIRM NAME: STAR CLEANING USA INC

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
Officials & Managers	3	1	1		2					1		
Professionals												
Technicians												
Sales Workers												
Office & Clerical	1	2	1							2		
Craftsmen (Skilled)		2								2		
Operatives (Semi-Skilled)	4			2	2							
Laborers (Unskilled)												
Service Workers												
TOTAL	8	5										

HISP: Hispanic
 API: Asian/Pacific Islander
 AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

By signing this Bid, the undersigned affirms that said Bid is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Bid for the same purpose and that this Bid is, in all respects, fair and without collusion or fraud. The undersigned understands that this Bid must be signed in ink and that an unsigned Bid will be considered incomplete and subject to rejection by Hillsborough County.

At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Invitation to Bid.

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into.
- (2) That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
- (4) That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.
- (6) That the Bidder has not altered the original Invitation to Bid in any way and further understands that any such alteration of the original Invitation to Bid document may result in rejection of the Bidder's Bid.
- (7) Bidder understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bidder hereby certifies that Bidder is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees and/or costs.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

Witness

CORPORATE SEAL
(Where appropriate)

BIDDER:

BY:

(SEAL)

(Authorized Signature in Ink)

Michael Gonzalez
(Printed Name of Signer)

Operations Manager
(Title of Person Signing)

7/8/13
(Date Signed)

954-680-7827
(Phone Number of Signer)

ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this

7/8/2013

(Date)

By Michael Gonzalez, Operations Manager

(Name of officer or agent, title of officer or agent)

of Star Cleaning USA, Inc.

(Name of corporation acknowledging)

a Florida corporation,

(State or place of incorporation)

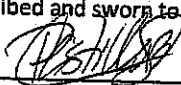
on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this



Notary Public State of Florida
Patsy Castillo
My Commission DD969525
Expires 03/09/2014

7/8/2013

(Date)

(Official Notary Signature and Notary Seal)

Commission Number DD969525

(Name of Notary typed, printed or stamped)

Commission Expiration Date 3/9/2014

ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____

(Date)

(Name of acknowledging partner or agent)

partner (or agent) on behalf _____

a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

(Official Notary Signature and Notary Seal)

Commission Number _____

(Name of Notary typed, printed or stamped)

Commission Expiration Date _____

ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

(Official Notary Signature and Notary Seal)

Commission Number _____

(Name of Notary typed, printed or stamped)

Commission Expiration Date _____

INSURANCE REQUIREMENTS

Contractor's Liability Insurance:

The Contractor shall procure and maintain in force such insurance as will protect the Contractor from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts for which any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Contractor will file with the County certificates of such insurance, acceptable to the County; these certificates shall contain a provision for cancellation as found in Section B, paragraph 11 immediately below.

Insurance Required:

A. General

Before starting and until acceptance of the Work by the County, the Contractor shall procure and maintain insurance of the types and to the limits specified in Section B, paragraphs (1) through (6) below. All policies of insurance under this contract shall include as additional insured Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The Contractor shall procure and maintain in force during the life of this Contract the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance** - The Contractor shall procure and shall maintain in force during the life of this Contract, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his/her employees to be engaged in work on the project under this Contract. In case any class of employee engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide employer's liability insurance for all said employees.

a. Employer's Liability:

\$100,000.00	Limit each Accident
\$500,000.00	Limit Disease Aggregate
\$100,000.00	Limit Disease each Employee

2. **Commercial General Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

a. General Aggregate:	\$1,000,000.00
Products and Completed Operations:	\$1,000,000.00

Personal and Advertising Injury:	N/A
Each Occurrence:	\$1,000,000.00
Fire Damage (anyone fire):	N/A
Specific Contract Aggregate Limits:	same as above

3. **Automobile Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:
 - a. \$1,000,000.00 combined single limits each accident, for bodily injury and property damage liability.
 - b. Owned Vehicles
 - c. Hired and Non-owned Vehicles
 - d. Employer Non-ownership
 - e. Garage Keepers Liability:
4. **Professional Liability:**
 - a. Minimum limits of \$N/A per claim.
 - b. Notice of cancellation and or restrictions: The policy must be endorsed to provide the county with forty-five Days notice of cancellation and/or restrictions.
5. **Builder's Risk:** [] is/ [X] is not required. **Installation Floater:** [] is/ [X] is not required. If required, maximum deductible: \$N/A. The policy should be issued for the cost of construction only. Labor and fees should not be included in the amount of coverage.
6. **Pollution Liability:** \$N/A per occurrence.
7. **Certificate of Insurance and Copies of Policies** - Certificates of Insurance must be furnished to Hillsborough County evidencing the insurance coverage specified in the paragraphs above, and, upon request by the County, certified copies of the policies shall be filed with the Risk Management Division of the County on a timely basis. The required Certificates of Insurance shall list Hillsborough County as an additional insured for the operations of the Contractor under this contract (excluding the worker's compensation, automobile liability, and professional liability policies) and shall name the types of policies provided and shall refer specifically to this Contract.
8. If the initial Insurance will expire prior to the completion or expiration of the Contract, renewal Certificates of Insurance shall be furnished to the County thirty (30) Days prior to the date of their expiration.
9. The required limits for insurance may be achieved through a combination of primary and umbrella policies.
10. These policies must provide that the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.
11. **Cancellation** - Insurance policies shall not be canceled or non-renewed before the stated expiration date thereof. If the insurance policies will be canceled or non-renewed before the stated expiration of such policies, then the insurer will not cancel same until at least **thirty (30)** Days prior written notice has been given to the below named certificate holder. This prior notice provision shall be a part of each of the above-described policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Associates Insurance Services 521 Lincoln Blvd Lincoln CA 95648		CONTACT NAME: Renee' Thompson PHONE (A/C No. Ext): (916) 645-3333 FAX (A/C No): (916) 645-8226 E-MAIL ADDRESS: rthompson@cornerstoneinsurance.net													
INSURED Star Cleaning USA, Inc. 19664 SW 69th Place Pembroke Pines FL 33332		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Northfield Insurance Co</td><td>NAIC # 27987</td></tr><tr><td>INSURER B: Progressive Express Ins Co</td><td>10193</td></tr><tr><td>INSURER C: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Northfield Insurance Co	NAIC # 27987	INSURER B: Progressive Express Ins Co	10193	INSURER C: Evanston Insurance Company	35378	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Northfield Insurance Co	NAIC # 27987														
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INSURER C: Evanston Insurance Company	35378														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2013-2014 GL-AUTO-EXCESS

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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	WH001703	4/1/2013	4/1/2014	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/POP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/POP AGG	\$ 2,000,000
	EACH OCCURRENCE	\$ 1,000,000																
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																
MED EXP (Any one person)	\$ 5,000																	
PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COM/POP AGG	\$ 2,000,000																	
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS		021354790	4/1/2013	4/1/2014	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																
	BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS N/A		EX04012013	4/1/2013	4/1/2014	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000								
	EACH OCCURRENCE	\$ 1,000,000																
	AGGREGATE	\$ 1,000,000																
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	This coverage is not provided through our agency.		N/A	<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
WC STATUTORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT	\$																	
E.L. DISEASE - EA EMPLOYEE	\$																	
E.L. DISEASE - POLICY LIMIT	\$																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hillsborough County-BOCC is an additional insured per forms S2802-CG (07/07) under General Liability Insurance. Re: ITB-S-0141-0-2013/EM, Street Sweeping Services

CERTIFICATE HOLDER

(813) 635-8284

Hillsborough County-BOCC
601 E. Kennedy Blvd., 26th
Tampa, FL 33602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Renee' Thompson/RENEE

Renee Thompson

ACORD 25 (2010/05)

INS025 (201005) 01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

FRANKCRUM INSURANCE AGENCY, INC.
105 S. MISSOURI AVE.
CLEARWATER FL 33758

CONTACT NAME: FRANK CRUM
PHONE (MO, HA, EXT): 1-800-277-1620 x4800 FAX (MO, HA, EXT): 727-797-0704
E-MAIL: ADDRESS:

INSURED

FrankCrum 1-800-277-1620
100 S MISSOURI AVENUE
CLEARWATER FL 33756

INSURER(S) AFFORDING COVERAGE

INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F	NAIC#
FRANK WINSTON CRUM INSURANCE CO.						11600

COVERAGES

CERTIFICATE NUMBER: 227511

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.

INSURANCE	TYPE OF INSURANCE	ADDL. INSR	START DATE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	GENERAL LIABILITY						EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)
	CLAIMS MADE						WGR EXP (Any one person)
	PERSONAL & ADV INJURY						GENERAL AGGREGATE
AUTOMOBILE LIABILITY	GENERAL AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMPIPC AGG
	POLICY						
	PROD AGG						
	LOC						
UMBRELLA LIAB	ANY AUTO						COMBINED SINGLE LIMIT (Each accident)
	ALL OWNED AUTOS						BODILY INJURY (Per person)
	SCHEDULED AUTOS						BODILY INJURY (Per accident)
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
EXCESS LIAB	UMBRELLA LIAB						EACH OCCURRENCE
	CLAIMS MADE						AGGREGATE
	RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory on M)						NO STATUTORY LIMITS
	If Yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
A							E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

EFFECTIVE 01/11/2010, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO STAR CLEANING USA, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES. RE. ITB-9-0141-0-2013, EM. STREET SWEEPING SERVICES

CERTIFICATE HOLDER

HILLSBOROUGH COUNTY - BOCC
801 E. KENNEDY BLVD., 26TH FLOOR
TAMPA, FL 33602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of September, 2013, (award date for projects subject thereto) by and between the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, hereinafter called County; and Star Cleaning USA, Inc. hereinafter called Contractor.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The Contractor, being the lowest responsible Bidder, shall provide to the County the labor, Services, materials, Work and all appurtenances thereto per the requirements set forth within this Invitation to Bid.
2. The following sections of this Invitation to Bid are hereby incorporated into this Agreement by reference: Bid Data, Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications, all Addenda issued, all attachments to this Invitation to Bid, and the Bidder's Bid.
3. The Contractor shall furnish, at its own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete said Services/Work in a good, firm, substantial and workmanlike manner.
4. This Agreement shall be in effect for the period beginning with the County's Notice to Proceed and ending Two (2) Years (ending on the last day of the final month).

The Contractor shall commence performance of Services/Work required hereunder on said beginning date unless otherwise stated herein.

5. Indemnification (General Liability): The Contractor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by the Contractor, or anyone performing any act required of the Contractor in connection with performance of the Contract awarded pursuant to this Bid. These obligations shall survive acceptance of any goods/Work and/or performance and payment therefore by the County.

6. Including the provisions contained in this Agreement, the Contractor and the County shall adhere to all provisions contained in the Contract Documents, the same being incorporated as part of this Agreement by reference.

7. The County shall pay and the Contractor shall accept as full compensation for all Work done and materials furnished; for all costs and expenses incurred, and loss or damages sustained by reason of action of the elements or growing out of the nature of the Work, or from any unforeseen obstruction or difficulties encountered in the prosecution of the Work; for all expenses incurred by, or in consequence of the suspension or discontinuance of the Work herein specified; and for well and faithfully completing the Work, the whole thereof, therein provided, and maintaining the Work in good condition until the final payment is made, an amount based upon the actual quantities of Work and materials utilized in constructing the Project, compensable at the unit prices shown in the Contractor's Bid, however, in no event shall the total compensation paid under the terms of this Agreement exceed \$ 820,072.50 for a period of Two (2) Years unless otherwise authorized by the County in a Modification Agreement. The County and the Contractor acknowledge that the total Bid price shown in the Contractor's Bid is based upon the extension of the unit prices and estimated quantities shown in the Contractor's Bid. The County and the Contractor acknowledge that the performance of this Contract may require changes in the item quantities shown in the Contractor's Bid which changes may result in adjustments in the pay quantities which comprise elements of the total Bid price shown in Contractor's Bid. All such changes and adjustments shall be accomplished by Modification Agreement(s) issued in accordance with the provisions of these Contract Documents.

8. Contractor understands and agrees that during the fiscal year in which this Agreement is entered into, the County will have sufficient unencumbered funds to cover payment for the goods, Services and/or Work to be provided under this Agreement during said fiscal year.

9. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

10. This Agreement shall be contingent upon the Contractor furnishing the County, when required, a certificate of Competency, Certificate(s) of Insurance, Performance Bond, Payment Bond, and any other such documents as required in this Contract within ten (10) Days after the Notice of Award.

11. This Agreement may only be amended or modified by a written instrument executed by the County and the Contractor, except for Unilateral Change Orders and Unilateral Extensions, as provided for in the General Terms and Conditions.

12. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when providing Services and/or Work funded by the United States government and venue shall be in Hillsborough County, Florida.

13. Termination for breach: Unless the Contractor's breach is waived, the County may, upon the giving of written notice, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach; nor shall it be construed to be a modification of this Agreement. The aforesaid termination notice shall be considered received by the Contractor and the County if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

14. Notice - Any notice required by this Agreement shall be given to the following representatives of the parties:

COUNTY:

William Hand, Project Manager

Public Works Department

601 E. Kennedy Blvd., 22nd Floor, Tampa, FL 33602

Phone: 813-635-5404

CONTRACTOR:

Michael Gonzalez

Star Cleaning USA, Inc.

19664 SW 69th Place, Pembroke Pines, FL 33332

Phone: 954-680-7827, Fax: 954-434-6467

15. The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

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

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY
FLORIDA

BY: Beverly Anne Miller
DEPUTY CLERK

BY: KE King
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS



ATTEST:

WITNESS

WITNESS

CONTRACTOR

AUTHORIZED CORPORATE OFFICER OR
INDIVIDUAL (SIGN BEFORE NOTARY PUBLIC)

Enrique Gonzalez
(Printed Name Of Signer)

President
(Title)

954-680-7827
(Phone)

9/24/2013
(Date)

	Approval	Date
Department	<u>[Signature]</u>	<u>MAY 17 2013</u>
Business and Support Services - Procurement	<u>[Signature]</u>	<u>5/20/13</u>
County Attorney's Office	<u>[Signature]</u>	<u>5/24/13</u>

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 13-0809

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this

September 24, 2013 By Enrique Gonzalez, President
(Date) (Name of officer or agent, title of officer or agent)

of Star Cleaning WA, INC a Florida corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this

Patsy Castillo 9/24/2013
(Official Notary Signature and Notary Seal) (Date)
Notary Public State of Florida
Patsy Castillo
My Commission DD969525
Commission Number DD969525

Patsy Castillo Commission Expiration Date 3/9/2014
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this

_____ (Date)
Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this

_____ (Date)
Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)
(Includes Products-Completed Operations When Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **WHO IS AN INSURED - (SECTION II)** is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in SECTION III - **LIMITS OF INSURANCE**.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to the DEFINITIONS section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

ADJ 266 S2 101 8:12

St. Clair

CONTRACTORS REFERENCE CHECK

Contractor: STAR CLEANING USA, INC. Date: 23 JAN, 2015

Reference: FDOT DISTRICT 4 FT LAUDERDALE Phone: 954-776-4300 EXT: 7634

Person Contacted: Chi Sheu Title: Contracts Mgr, FDOT District 4

1. When did the Contractor perform the work? June, 2014 to present
2. What work did the Contractor perform? Mechanical Street Sweeping
3. What was the approximate dollar amount of the work? \$142,385.04/year
4. How long did the project take? Ongoing Maintenance Contract
5. Did the Contractor complete the work according to schedule? Yes
If not, why not?
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not?
7. Did the Contractor provide adequate on-site supervision? FDOT Inspects Work
8. Did you, or anyone else have any complaints during the work? Few
If so, what were they? Missed areas by new drivers
How did the Contractor resolve the complaints? Corrected omissions next day
9. Were you satisfied with the finished work. Yes
If not, why not? N/A
10. Have you had any warranty issues? N/A
If yes, did the Contractor repair the problems quickly and properly?
If not, why not? N/A
11. Did the Contractor pay his Subcontractors and/or suppliers on time? N/A
If not, why not?
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor?
If yes, please explain. N/A
13. Did the Contractor ever file a lien against your property for non-payment?
If yes, please explain. NO

CONTRACTORS REFERENCE CHECK
PAGE 2

14. Did the Project have a number of change orders? No

For the most part, were these change orders generated by the Contractor? N/A

If yes, do you think the change order work should have been included in the original bid? What percentage of the Total Project Cost was due to Contractor generated change order. N/A

15. How would you rate the Contractor(s) overall performance: Excellent - **Good** - Fair or Poor? Why? Contractor evaluated FDOT after every time they get paid, based upon FDOT inspections, contractor averages in mid/high 80's on scale of 0 to 100
16. Would you use the Contractor again for this same type of project? Yes
Why? Contractor very dependable and responsive to deficiencies in performance.
17. Additional Comments? FDOT maintenance contract awards are based on lowest sealed bid received. Of the four qualified bidders, Star Cleaning USA, was the lowest.

Performed by: Douglas Armstrong

Title: Assistant Public Works Director

(Signature)

Dated: 1/23/2015

CONTRACTORS REFERENCE CHECK

Contractor: Star Cleaning USA, Inc. Date: 1/23/2015

Reference: Town of Golden Beach Phone: 305-932-0744

Person Contacted: Alex Diaz Title: Town Manager

1. When did the Contractor perform the work? Under contract last 10 + years
2. What work did the Contractor perform? Mechanical Street Sweeping
3. What was the approximate dollar amount of the work? \$2,700/year
4. How long did the project take? Ongoing
5. Did the Contractor complete the work according to schedule? Yes
If not, why not?
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not?
7. Did the Contractor provide adequate on-site supervision? Operator supervision, Town Inspects work
8. Did you, or anyone else have any complaints during the work? None
If so, what were they?
How did the Contractor resolve the complaints? N/A
9. Were you satisfied with the finished work. Yes
If not, why not?
10. Have you had any warranty issues? N/A
If yes, did the Contractor repair the problems quickly and properly?
If not, why not?
11. Did the Contractor pay his Subcontractors and/or suppliers on time? N/A
If not, why not?
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor?
If yes, please explain. N/A
13. Did the Contractor ever file a lien against your property for non-payment?
If yes, please explain. N/A

CONTRACTORS REFERENCE CHECK
PAGE 2

14. Did the Project have a number of change orders? NO

For the most part, were these change orders generated by the Contractor? N/A

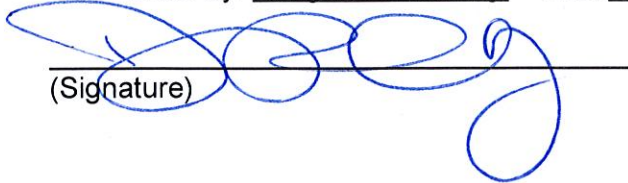
If yes, do you think the change order work should have been included in the original bid? What percentage of the Total Project Cost was due to Contractor generated change order. N/A

15. How would you rate the Contractor(s) overall performance: **Excellent** - Good - Fair or Poor? Why? Little supervision required for outstanding results.

16. Would you use the Contractor again for this same type of project? Yes
Why? Saves money, manpower, and resources. Dependable.

17. Additional Comments? Town of Golden Beach maintains only eight curb-miles of roadways within their community, and only uses Star Cleaning once per month; hence, the dollar amount of their contract price is significantly lower.

Performed by: Douglas Armstrong Title: Assistant Public Works Director


(Signature)

Dated: 1/23/15

CONTRACTORS REFERENCE CHECK

Contractor: Star Cleaning USA, Inc. Date: 1/23/2015

Reference: Indian Creek Village Phone: 305-865-4121

Person Contacted: Ms. Roseann Prado Title: Deputy Town Clerk

1. When did the Contractor perform the work? 2006 to Present, 1x/week
2. What work did the Contractor perform? Mechanical Street Sweeping
3. What was the approximate dollar amount of the work? \$14,560.00/year
4. How long did the project take? Ongoing
5. Did the Contractor complete the work according to schedule? Yes
If not, why not?
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not?
7. Did the Contractor provide adequate on-site supervision? Operator Supervision, Town inspection of work
8. Did you, or anyone else have any complaints during the work? No
If so, what were they?
How did the Contractor resolve the complaints? N/A
9. Were you satisfied with the finished work. Yes
If not, why not?
10. Have you had any warranty issues? N/A
If yes, did the Contractor repair the problems quickly and properly?
If not, why not?
11. Did the Contractor pay his Subcontractors and/or suppliers on time? N/A
If not, why not?
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor?
If yes, please explain. N/A
13. Did the Contractor ever file a lien against your property for non-payment? NO
If yes, please explain. N/A

CONTRACTORS REFERENCE CHECK
PAGE 2

14. Did the Project have a number of change orders? No

For the most part, were these change orders generated by the Contractor? N/A

If yes, do you think the change order work should have been included in the original bid? What percentage of the Total Project Cost was due to Contractor generated change order? N/A

15. How would you rate the Contractor(s) overall performance: **Excellent** - Good - Fair or Poor? Why? Consistently good work, low supervision, high results.

16. Would you use the Contractor again for this same type of project? Yes
Why? Saves time, money and manpower.

17. Additional Comments? Overall, good professional company to work with. No complaints over the past seven years.

Performed by: Douglas Armstrong

Title: Assistant Public Works Director

(Signature)

Dated: 1/23/2015

CONTRACTORS REFERENCE CHECK

Contractor: Star Cleaning USA, Inc. Date: 1/23/2015

Reference: Town of Davie Phone: 954-410-9035

Person Contacted: Richard Freeman Title: Superintendent of Roads/drainage

1. When did the Contractor perform the work? 2013 to Present
2. What work did the Contractor perform? Mechanical Street Sweeping
3. What was the approximate dollar amount of the work? \$16,896.00/year
4. How long did the project take? Ongoing
5. Did the Contractor complete the work according to schedule? Yes
If not, why not?
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not?
7. Did the Contractor provide adequate on-site supervision? Operator Supervision, Town Inspection of Completed Work.
8. Did you, or anyone else have any complaints during the work? Few

If so, what were they? Some areas missed on account of new operator getting familiar with service route.

How did the Contractor resolve the complaints? Returned next day to complete missed areas.
9. Were you satisfied with the finished work? Yes

If not, why not?
10. Have you had any warranty issues? N/A
If yes, did the Contractor repair the problems quickly and properly?
If not, why not?
11. Did the Contractor pay his Subcontractors and/or suppliers on time? N/A
If not, why not?
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor?
If yes, please explain. N/A
13. Did the Contractor ever file a lien against your property for non-payment? N/A
If yes, please explain.

CONTRACTORS REFERENCE CHECK
PAGE 2

14. Did the Project have a number of change orders? No

For the most part, were these change orders generated by the Contractor? N/A

If yes, do you think the change order work should have been included in the original bid? What percentage of the Total Project Cost was due to Contractor generated change order. N/A

15. How would you rate the Contractor(s) overall performance: **Excellent** - Good - Fair or Poor? Why? Saves time, maintenance & fuel costs, and down time; roads kept clean through minimal Town efforts.

16. Would you use the Contractor again for this same type of project? Yes
Why? See additional comments, below.

17. Additional Comments? Town of Davie initially sought services from Star Cleaning after their mechanical sweeper broke down in 2013. Star Cleaning was retained to provide interim mechanical street sweeping services. After utilizing Start Cleaning services for a year, Davie decided to retain their services and "piggyback" onto the FDOT, District 4, Ft Lauderdale, Contract at the same curb/mile rate of \$27.09 per curb/mile. This is the same contract and rate that the Town of Bay Harbor Islands is seeking for the same services.

Performed by: Douglas Armstrong Title: Assistant Public Works Director

(Signature)

Dated: 1/23/2015

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 11.

ITEM: Consideration and Approval requested by Council Member Yaffe regarding a \$1,000 sponsorship to the Osher Lifelong Learning Institute on FIU's Biscayne Bay Campus for the 2015-2016 academic year. Enclosed find the proposal for funding from Program Coordinator Jan Salomon.

DESCRIPTION:

The Osher Lifelong Learning Institute at FIU (OLLI@FIU) provides education, learning, social and cultural opportunities for all adult members of the community who wish to enrich their lives. These non-credit Osher programs exist at over 120 colleges and university campuses nationwide. Our instructors are experts in their fields and include university faculty as well as community educators and leaders.

Membership is \$40 per year.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary
Robert Yaffe, Mayor

ATTACHMENTS

1.	FIU Proposal	FIU proposal.docx
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Osher Lifelong Learning Institute 2015-2016

Continuing Education for Seasoned Adults

In partnership with the **Town of Bay Harbor Islands**, City of Sunny Isles Beach, The Bernard Osher Foundation, area businesses, foundations, and individual sponsors, we invite you to be a sponsor of the Osher Lifelong Learning Institute on FIU's Biscayne Bay Campus for the 2015-2016 Academic Year.

The Osher Lifelong Learning Institute at FIU (OLLI@FIU) provides education, learning, social and cultural opportunities for all adult members of the community who wish to enrich their lives. These non-credit Osher programs exist at over 120 colleges and university campuses nationwide. Our instructors are experts in their fields and include university faculty as well as community educators and leaders. Membership is \$40 per year.

	Sample Courses	Details	Course Fee
1	All Politics, All the Time Dr. Kurt Stone	Wednesdays 1:00 – 2:30pm Academic II Bldg, Room 212, Biscayne Bay Campus	\$100
2	Creative Water Color Painting Alan Londin	Mondays 1:30 – 4:30pm Academic II Bldg., Room 212, Biscayne Bay Campus	\$100
3	Books and Films: Inside Out Ronelle Delmont	Wednesdays 11am-12:30pm Academic II Bldg. Biscayne Bay Campus	\$100
4	Cinema without Borders: A Class Act: Cinema Goes to School Shelly Isaacs	Tuesdays 11am – 1:30pm Academic Bldg. II, Biscayne Bay Campus	\$100

We continue to offer quality education to hundreds of Osher Lifelong Learning students on the Biscayne Bay Campus. We also have many other amenities available to our community neighbors – an extensive research library, recreation by the bay, beautiful walking and bike paths, and engaging lectures and speakers across the university calendar.

We, therefore, respectfully request \$1000 as sponsorship to support the Osher Lifelong Learning Institute on the Biscayne Bay Campus of Florida International University.

Together, we will continue to provide a much needed service to our communities – quality educational and cultural activities and experiences at an affordable price.

The Town of Bay Harbor Islands will be included on all collateral literature and promotional materials of the Osher Lifelong Learning Institute. **You will be a Presenting Sponsor.**

Thank you for your support. We appreciate our partnership between **the Town of Bay Harbor Islands and the Osher Lifelong Learning Institute.**

Best regards,

A handwritten signature in blue ink that reads "Jan Solomon". The signature is written in a cursive, flowing style.

Jan L. Solomon
Program Coordinator for Public Affairs
Office of the Vice Provost
Florida International University
Biscayne Bay Campus
3000 N.E. 151st Street
North Miami, Florida 33181
305 919-4008
jsolomon@fiu.edu

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 12.

ITEM: Consideration and Approval of an emergency ordinance on first and second reading amending Section 12-16 of the Town Code to change the allowed hours of construction and to prohibit construction on Saturdays. Enclosed find the proposed ordinance.

DESCRIPTION:

At the May Regular Council Meeting the Town Council instructed Staff to come back with a draft ordinance for first and second reading to amend the hours of construction.

The proposed ordinance would amend Section 12-16 of the Town Code to allow construction activity from 9:00 a.m. until 6:00 p.m. Monday through Friday, no construction activity would be permitted on Saturdays or Sundays, except for watering in connection with dust mitigation.

Enclosed find the proposed ordinance.

RECOMMENDED ACTION:

Council discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Frank Simone, Assistant Town Attorney
 Robert Yaffe, Mayor

ATTACHMENTS

1.	Draft Ordinance- hours of construction	Construction Hours 2015.05.18.docx
2.	List of Properties	LIST OF PROPERTIES WITH BUILDING PERMITS.pdf

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 12-26, PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, residents of the town and contractors working in the town have requested an earlier start for construction operations to expedite the progress of new construction; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to amend the hours of construction to prohibit work on Saturdays;

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

Section 1. Section 12-26 is hereby amended to read as follows:

Sec. 12-26. Permissible hours for construction activity and landscaping.

(1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule: ~~only from 9:00 a.m. until 6:00 p.m., Monday to Friday, and between the hours of 10:00 a.m. and 5:00 p.m. Saturday. Notwithstanding the above, the operation of leaf blowers is hereby prohibited on Saturdays.~~

- a) Construction Activity – Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, except for watering in connection with dust mitigation.
- b) Interior Repair and Maintenance Activity – Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.
- c) Landscaping Activity – Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the Town on Saturdays.

d) Town Projects – Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night time hours shall be allowed at the discretion of the Town Manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the Town.

(2) Except for watering as provided for in Section 1(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the Town as a legal holiday.

(3) Notwithstanding the 9:00 a.m. start time provided for in Sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance has been determined to be an Emergency Ordinance and therefore shall be deemed adopted immediately upon passage by the Town Council at first and second reading, to be held on the same date.

PASSED this _____ day of _____, 2015 on first reading.

PASSED AND ADOPTED this _____ day of _____, 2015 on second reading.

MAYOR

ATTEST:

TOWN CLERK

WORDS WITH A LINE THROUGH THEM ARE DELETED
UNDERScoreD WORDS ARE ADDITIONS

LIST OF PROPERTIES WITH BUILDING PERMITS
OR APPLICATIONS INTO THE BUILDING DEPARTMENT PRIOR TO 4/13/15

Multi-Family Districts (RM1-RM2)

- Monarch Condominium, 9540-60-80 West Bay Harbor Drive – Permit issued 7-14-14 (BP2013-232)
- Harbour Park, 9901 E. Bay Harbor Drive – Permit Issued 6-24-13 (BP2012-341)
- O Residences (Edgewater), 9821-41 E. Bay Harbor Drive – Permit issued 2-9-15 (BP2014-429)
- Bay Harbor Club, 1025 92 Street – Permit Issued 6-24-13 (BP2012-367)
- Ivory Condominium, 9261 E. Bay Harbor Drive – Permit issued 7-10-14 (BP2013-266)
- Bay Harbor Residences/Kai, 9920-60 W. Bay Harbor Drive – Permit issued 9-29-14 (BP2013-237)
- 1120 Bay Breeze, 1120-24 98 Street – Permit issued 3-4-15 (BP2014-154)
- Bay Harbor 101 (Revision), 1155-65 101 Street, Plans Submitted 3-3-15
- Bayview 102 Realty, 1133-45 102 Street, Permit issued 12-5-14 (BP2014-200)
- 1150-101 BH, 1150 101 Street, Plans Submitted 3-3-14
- Sereno/Block 4, 10201-10321 E. Bay Harbor Drive, Plans submitted 11-6-14
- 9900 E BH Townhomes, 9900 E. Bay Harbor Drive, Plans submitted 1/20/15
- Townlofts 100, 1100-20 100 Street, Plans submitted 8-1-14, Permit issued 5/13/15 (BP2014-274)

Single-Family District (RD)

- 9414 W. Broadview Drive, permit issued 6-26-14 (BP2013-66)
- 9933 East Broadview Drive, permit issued 2-18-14 (BP2013-231)
- 1288 101 Street, permit issued 1-7-15 (BP2014-131)
- 1350 – 98 Street, permit issued 1-28-15 (BP2014-388)
- 9740 W. Broadview Drive, permit issued 12-16-14 (BP2014-403)
- 10340 W. Broadview Drive, permit issued 2-12-15 (BP2014-430)
- 9933 E. Broadview Drive, permit issued 2-18-14 (BP2013-231)
- 1234 102 Street, permit issued 2-11-14 (BP2013-235)
- 9530 W. Broadview Drive, plans submitted 6/27/14 (BP2014-232)
- 1261 101 Street, plans submitted 12-10-14 (BP2014-443)

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 13.

ITEM: Consideration and Approval of an ordinance on first reading amending the Town Code Section 19-25 to prohibiting the parking of trailers, boats, recreational vehicles, mobile homes, and stretched out vehicles within the Town unless fully enclosed in a garage or other structure. Enclosed find the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Frank Simone, Assistant Town Attorney
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Orinance	2015.05.18 Moble Home Ordinance.docx
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ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES ENTITLED TRAFFIC; AND SPECIFICALLY AMENDING SECTION 19-25 ENTITLED PARKING OF TRAILERS, MOBILE HOMES AND STRETCHED-OUT VEHICLES, TO INCLUDE BOATS AND RECREATIONAL VEHICLES; AND PROHIBITING TRAILERS, MOBILE HOMES, RECREATIONAL VEHICLES, BOATS, OR STRETCHED-OUT VEHICLES FROM BEING PARKED WITHIN THE TOWN WITHOUT BEING FULLY ENCLOSED IN A GARAGE OR OTHER STRUCTURE; AND PROVIDING CERTAIN EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council is charged with the protection of the health, safety, and welfare of the Town's residents;

WHEREAS, the Town Council has observed the condition of the private property where trailers, mobile homes, boats, and stretched-out vehicles are parked within the Town; and

WHEREAS, these trailers, mobile homes, boats, and stretched-out vehicles are a blight, eyesore, or nuisance to the Town; and

WHEREAS, the Town Council, based upon the foregoing, wishes to prohibit the parking and storage of trailers, mobile homes, boats, and stretched-out vehicles within the Town, unless enclosed in a garage or other structure; or being used for construction work and parked on a construction site;

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 amend Section 19-25 entitled Parking of trailers, mobile homes and stretched-out vehicles, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,

clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective one hundred and eighty (180) days from passage by the Town Council on second reading.

PASSED on First Reading this _____ day of _____ 2015.

PASSED AND ADOPTED on Second Reading this _____ day of _____
2015.

JORDAN LEONARD
Mayor

ATTEST:

MARLENE MARANTE
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG B. SHERMAN, ESQ.
Town Attorney

EXHIBIT A

Amendment to the Town of Bay Harbor Islands, Florida Code of Ordinances

CHAPTER 19

TRAFFIC

Article II. Parking.

Sec. 19-25. Parking of trailers, mobile homes, boats, and stretched-out vehicles.

It shall be unlawful to park a trailer, mobile home, boat, recreational vehicles, or stretched-out vehicle within the ~~the~~ Town except that:

- (a) A trailer, ~~or a~~ mobile home, boat, recreational vehicle, or a stretched-out vehicle may be parked on private property, where:
 - (1) ~~The trailer together with any cargo affixed thereto, mobile home or stretched-out vehicle does not exceed ten feet in height from the ground and does not exceed 30 feet in length, and~~ The trailer, mobile home, boat, recreational vehicle, or stretched-out vehicle is fully enclosed in a garage or other structure;
or
 - (2) ~~The trailer, mobile home or stretched-out vehicle is not visible from adjoining property or the centerline of the adjacent street.~~ The trailer, mobile home, boat, recreational vehicle, or stretched-out vehicle is being used for construction work in the Town and is parked on a construction site in accordance with §19-24 of the Town's Code of Ordinances.
- (b) A stretched-out vehicle, recreational vehicle, or a trailer may be parked in an off-street parking facility in a place or places assigned to it by ~~a police officer~~ the Town Manager subject to the payment of applicable parking fees.

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 14.

ITEM: Consideration and Approval of the Bay Harbor Islands Causeway Entranceway project / Design feature. Enclosed is a photograph of the proposed design. There will be a short video presentation at the meeting.

DESCRIPTION:

This item was brought before Council for artistic and esthetic approval several months ago with a presentation by the Manager, Stantec Engineering and sign designer Thomas Graboski, TGA Design. A scale model was presented with renderings to show where the new sign would be placed on the Causeway and how it would be seen. Due to late hour, it was decided to come back with an enhanced video presentation that would show how the sign would be placed on the Causeway and how the public would see the sign going in an east and west bound direction. The overall cost of this item is undetermined but estimates are from \$500,000 to \$800,000. That number is significant and includes the construction drawings, fabrication, installation and foundation work that would be required to install this feature if the Council elects to do so.

I was asked to investigate the possibility of using local universities/colleges to help design a feature that could be considered. Both FIU and MU engineering and architectural departments were contacted and both schools declined being involved. Both schools indicated for a fee from \$10,000 to \$20,000 dollars they could have art students submit pictures. I declined that offer. It should be noted that the price of a project such as the one before you has been designed by Tom W who is a highly respected and well know sign designer in South Florida. The cost of this project would not be any less because the cost is in the engineering construction documents, fabrication, installation and inspection services.

I submit this project/design as a unique and highly elegant feature that is of sufficient beauty that will make a true statement about our Town.

Funding for this project will be come substantially from the Shepard Broad Foundation. There was approximately \$150,000 budgeted for this project from Causeway funds

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

The estimated costs for the construction drawings, fabrication, installation and foundation work tha would be required to install this feature is \$500,000 to \$800,000.

Funding for this project will be come substantially from the Shepard Broad Foundation. There was approximately \$150,000 budgeted for this project from Causeway funds.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager

ATTACHMENTS

1.	Causeway Design	causeway design.pdf
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BAY HARBOR ISLANDS SHEPARD BROAD CAUSEWAY

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a private TDR transaction of the transfer of three (3) dwelling units from 9900 Townhomes (9900 E. Bay Harbor Drive) to Pearl House (1170 101 Street). Enclosed is a copy of the application, contract , plans, and related documents.

DESCRIPTION:

The Planning & Zoning Board Approved site plan on January 6, 2015 for the development of 15 residential units to be located at 1170 101 Street.

Donor	Site:	9900	E.	Bay	Harbor	Drive
Number	of	units	to	be	transferred:	3
Price	per		unit:		\$	54,000

All the required information was submitted as required per Section 23.22.2 of the Town Code. Staff recommends that if the Transfer Development Rights Application is approved by the Town Council, the Town Attorney draft a resolution setting forth the Town Council Approval and recommendations.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Pearl House - TDR Application	Pearl House -1170-101 st TDR App.pdf
2.	site plans	Pearl House site plans.pdf
3.	MM Staff report	BHI TDR Request Final Staff Report June 1 2015.pdf
4.	Properties Pictures	TDR Applicatin Pics.pdf



Application Fee: \$1,000 Private Transaction - \$500 Town Owned Units

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ 54,000
TDR UNITS REQUESTED 3 PROJECT TOTAL UNITS 15
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name <u>VERZASCA GROUP</u>		
Phone (305) <u>864-3051</u>	e-mail <u>Tottharving@bmail</u>	Fax ()
Address <u>1135 KANE CONCOURSE</u>		
City and State <u>BAY HARBOR ISLANDS FL</u>	Zip Code <u>33154</u>	
Relationship to Property: <u>OWNER</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>VERZASCA GROUP</u>		
Phone (305) <u>864-3051</u>	e-mail	Fax ()
Address <u>1135 KANE CONCOURSE</u>		
City and State <u>BAY HARBOR ISLANDS, FL</u>	Zip Code <u>33154</u>	
Property Address/Location <u>1170 101 ST</u>		
Legal Description: LOT(S) <u>9</u> BLOCK <u>7</u>		
Folio Number <u>13-2227-001-1520</u>	Current Zoning	
Property size <u>11,250 SQ. FT.</u>	Purchase date <u>NOVEMBER 2014</u>	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be received <u>3</u>		
Total Dwelling units including TDR <u>15</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 1/6/15

If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name 9900 BAY HARBOR LLC		
Phone (305) 864 9393	e-mail Gabriel@artandtec.net	Fax (305) 864 8280
Address 1711 Kane Concourse #51A		
City and State BAY HARBOR FL	Zip Code 33154	
Property Address/Location 9900 E BAY HARBOR DR - BAY HARBOR		
Legal Description: LOT(S) 20 BLOCK 8		
Folio Number 13-2227-001-1830	Current Zoning MultiFam	Year built —
Property size 10,950 SQ FT	Purchase date 2/05/2013	
Existing use of the property Proposed 6 Townhome Project		
Describe Existing Structure on Property Vacant Land		
Dwelling units to be transferred to TDR Bank 3 (THREE)		
Units permitted		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State	Zip Code	
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
Survey must be current (no more than 6 months old)

Name of Surveyor		
Address		
Phone ()	e-mail	Fax ()

Name of Surveyor BLANCO SURVEYORS INC		
Address 555 N. SHORE DR - MIAMI BEACH - FL 33141		
Phone (305) 865-1200	e-mail Blancosurveyorsinc@yahoo.com	Fax (305) 865-7812

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

The Town requires, as a condition of permitting any transfer or development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the Town. This may include the Town's land development code such as zoning, landscaping, signage and property maintenance. It may also include Building Code and Life Safety Code improvements.

- ☐ **Building must have obtained 40 or 50 Year Certification - If Applicable**
- ☐ **Outstanding Liens or Code Violations must be cured and/or paid - If Applicable**

Other inspections to be performed may include, but are not limited to, the following items:

- | | | | |
|---|--|---|---------------------------------------|
| ☐ Exterior paint | ☐ Windows | ☐ Doors | ☐ Elevators |
| ☐ Steps | ☐ Railings | ☐ Landscaping | ☐ Parking area |
| ☐ Pool/Recreation facilities | ☐ Fences/Walls | ☐ Plumbing | |
| ☐ Electrical System | ☐ A/C equipment | ☐ Roof mounted equipment/screening | |
| ☐ Roofing | | | |

I hereby certify that:

- 1) The information furnished on this application and the attachments is true.
- 2) I am the owner(s) of record of the property described in this application.
- 3) If the application, as modified or amended during the review and approval process, is granted, I agree, in consideration therefore, to indemnify and hold harmless, and promise not to sue, the Town of Bay Harbor Islands, include its officers and employees, in connection with any claims or other actions arising out of said review and approval.

A Contract for Sale and Purchase of Development Rights and Deed of Transfer of Development Rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

RECEIVER SITE

[Signature]
Signature of Owner (Applicant)

05/02/15
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 08 day of May, 2015,
by Leah House Delaware, a Florida (corporation) (partnership) (Other:
He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



[Signature]
Notary Public, State of Florida

Print Name: Dmitry Romanov

DONOR SITE

[Signature]
Signature of Owner (Applicant) Gabriel Bacco

05-01-15
Date

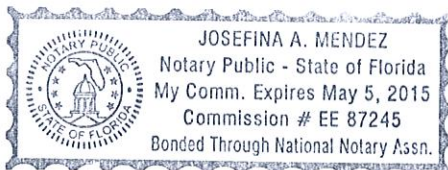
Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of May, 2015,
by Gabriel Bacco 9200 Bay Harbor LLC, a Florida (corporation) (partnership) (Other:
He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



[Signature]
Notary Public, State of Florida

Print Name: Josefina Mendez

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: PEARL HOUSE, LLC
Date: 5/11/2015 Time: 3:48 PM
Receipt Number: MAIN / 88695
Clerk: SCHERRIE

DONOR PROPERTY
9900 E. BAY HARBOR DRIVE

ITEM	REFERENCE	AMOUNT
MISC	TDR APPLICATION	1,000.00
Total:		1,000.00
Check	1036	1,000.00
Change:		0.00

PEARL HOUSE, LLC

1036

DATE 05/08/2015 63-8655-2660

Pay to the order of The Town of Bay Harbor Islands
one thousand

\$ 1,000.00

9/100 DOLLARS

citibank

CITIBANK, N.A. BR. #47
3800 SOUTH OCEAN DRIVE
HOLLYWOOD, FL 33019

Purchasing TDR'S

C. J.

⑈001036⑈ ⑆266086554⑆ 9138193093⑈

Commercial Contract

FLORIDA ASSOCIATION OF REALTORS®



1* **1. PURCHASE AND SALE:** Pearl House, LLC ("Buyer")

2* agrees to buy and 9900 Bay Harbor LLC ("Seller")

3* agrees to sell the property described as: Street Address:

4* Three (3) Transfer of Development rights of Property at 9900 E Bay Harbor Dr. Bay Harbor Islands, FL

5* Legal Description:

6* Lot 20 in Block 8 of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in PB 46 at Page 5 of the Public

Records of Miami-Dade County, Florida. Folio# 13-2227-001-1830

7* and the following Personal Property:

8* None

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is**

10 **the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time periods of 5

11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a

12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* **2. PURCHASE PRICE:** \$ RT 162,000.00 156,000.00

14* (a) Deposit held in escrow by Fidelity National Title Insurance Company \$ 20,000.00

15* (b) Additional deposit to be made within _____ days from Effective Date \$ _____

16* (c) Total mortgages (as referenced in Paragraph 3) \$ _____

17* (d) Other: _____ \$ _____

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ RT 142,000.00 136,000.00
19 certified or cashier's check or wire transfer.

20* ~~**3. THIRD PARTY FINANCING:** Within _____ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for~~

21* ~~third party financing in the amount of \$ _____ or _____% of the purchase price to be amortized over a period of _____~~

22* ~~years and due in no less than _____ years and with a fixed interest rate not to exceed ☐ _____% per year or variable interest rate not~~

23* ~~to exceed ☐ _____% at origination with a lifetime cap not to exceed _____% from initial rate, with additional terms as follows:~~

24*

25 ~~Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,~~

26 ~~employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining~~

27* ~~financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from~~

28 ~~Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be~~

29 ~~returned to Buyer in accordance with Paragraph 9.~~

30* Buyer (RT) (____) and Seller (RT) (____) acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* **4. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed
32* ☒ other special deed to be recorded, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) approval of the supplemental TDR Application for three (3) TDR's by
35* the Town of Bay Harbor Islands ("BHI");
36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37* needed for a multi-family development project approved by the Town of BHI Planning and Zoning Board & Town Council
38* ("BHI Approval").

38* (a) **Evidence of Title:** Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and within 5 days ☐ from Effective Date
39* ☒ prior to Closing Date ☐ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* ☒ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 (b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49* written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 (c) **Survey:** (check applicable provisions below)
57* ☒ Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: _____
59* _____, prepared for Seller or in Seller's
60 possession, which show all currently existing structures.
61* ☐ Buyer will, at ☒ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63* Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing
64* encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period provided such
65 encroachments or deed restrictions reduce the allowable three (3) TDR's to be purchased.

65 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

66 (e) **Possession:** Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in Miami-Dade County, Florida
68* within seven (7) days upon obtaining BHI Approval ("Closing Date"), unless otherwise extended
69* herein. ☐ Seller ☒ Buyer will designate the closing agent. Buyer and Seller will, within 5 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 (a) **Costs:** Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 ~~(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,~~
76 ~~tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of~~
77 ~~the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information~~
78 ~~regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors~~
79 ~~authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth~~
80 ~~facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer~~
81 ~~will provide the closing statement, mortgages and notes, security agreements and financing statements.~~

82* Buyer (*KS*) (____) and Seller (*[Signature]*) (____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83* ~~(c) Taxes, Assessments, and Prorations: The following items will be made current and prorated ☐ as of Closing Date~~
84* ~~☐ as of _____; real estate taxes, bond and assessment payments assumed by Buyer, interest,~~
85* ~~rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____.~~
86* ~~If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due~~
87* ~~allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially~~
88* ~~affecting the Property: _____.~~
89* ~~Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the~~
90* ~~improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.~~
91* **(d) FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a
92* portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined
93* by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94* appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95* and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds
96* and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97* **6. ESCROW:** Buyer and Seller authorize Fidelity National Title Insurance Company
98* Telephone: _____ Facsimile: _____ Address: _____
99* 13800 N.W. 14th Street, Suite 190, Sunrise, Florida 33323 to act as "Escrow Agent"
100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in ☐ a non-interest bearing escrow account ☐ an interest bearing escrow account with
102* interest accruing to _____ with interest disbursed (check one) ☐ at closing
103* ☐ at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104* Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105* agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106* escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107* notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108* previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109* 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110* interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111* such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112* of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of
113* escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114* ~~**7. PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary~~
115* ~~wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties~~
116* ~~other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the~~
117* ~~property. (Check (a) or (b))~~
118* ~~☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.~~
119* ~~☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Due Diligence Period"),~~
120* ~~determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of~~
121* ~~the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and~~
122* ~~investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,~~
123* ~~architectural, environmental properties, zoning and zoning restrictions, flood zone designation and restrictions, subdivision~~
124* ~~regulations, soil and grade, availability of access to public roads, water, and other utilities, consistency with local, state and regional~~
125* ~~growth management and comprehensive land use plans; availability of permits, government approvals and licenses, compliance with~~
126* ~~American with Disabilities Act, absence of asbestos, soil and ground water contamination, and other inspections that Buyer deems~~
127* ~~appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice~~
128* ~~to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.~~
129* ~~Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.~~
130* ~~Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence~~
131* ~~Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the~~
132* ~~Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,~~
133* ~~claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of~~
134* ~~any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien~~
135* ~~being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall~~
136* ~~repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of~~
137* ~~the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the~~
138* ~~Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be~~
139* ~~immediately returned to Buyer and the Contract terminated.~~

140* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

~~(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.~~

~~(d) Disclosures:~~

~~1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.~~

~~2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real Property.~~

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☐ without Buyer's consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. ~~if Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.~~

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and expenses.

12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Listing Broker: DevStar Realty LLC 17201 Biscayne Blvd North Miami Beach, FL 33160,
who is ☐ an agent of _____ ☒ a transaction broker ☐ a nonrepresentative
and who will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify)
Seller shall pay a commission of five percent (5%) of the Purchase Price
equal to Seven Thousand, Eight Hundred Dollars (\$7,800)
to be paid from Seller's proceeds due upon closing

(b) Cooperating Broker: _____,
who is ☐ an agent of _____ ☐ a transaction broker ☐ a nonrepresentative
and who will be compensated by ☐ Buyer ☐ Seller ☐ both parties pursuant to ☐ an MLS or other offer of compensation to a
cooperating broker ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

Buyer (KS) () and Seller (JS) () acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

197* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
198* ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☒ Other See Attached Addendum
199* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Other _____
200* ☐ Seller Representations ☐ Seller Financing ☐ Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by ☐ _____ check ☐ other _____ received on
219* _____, _____ by _____

220 _____
221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a
222* signed copy delivered to **Buyer** or **Buyer's** agent no later than _____ ☐ a.m. ☐ p.m. on _____,
223 **Buyer** may revoke this offer and receive a refund of all deposits.

224* Date: 04/10/15 **BUYER:** _____ Tax ID No: _____

225* Title: Septaria Management LLC Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____

228* Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (☐ subject to the
231 attached counter offer).

232* Date: 5/1/15 **SELLER:** _____ Tax ID No: _____

233* Title: 9900 Bay Harbor LLC, Mgr. Telephone: _____ Facsimile: _____
234* Address: _____

235* Date: _____ **SELLER:** _____ Tax ID No: _____

236* Title: _____ Telephone: _____ Facsimile: _____
237* Address: _____

238* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

The Florida Association of REALTORS makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT is attached to and forms an integral part of that certain commercial contract dated of even date herewith (the "Contract"), by and between PEARL HOUSE, LLC, as Seller, and 9900 BAY HARBOUR, LLC, a Florida limited liability company, as Buyer, concerning the purchase and sale of the TDRs described in the Contract. In the event that this Amendment conflicts with, varies from, or modifies the terms and conditions of the Contract or any prior Amendment thereto, the terms and provisions hereof shall control and govern the rights and obligations of the parties hereto. The terms of this Amendment are as follows:

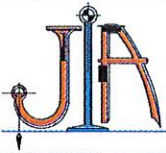
1. **CLOSING DATE:** The parties hereby agree that the date of Closing shall be ten (10) days following the Town of Bay Harbor Islands ("Town") approval of the transfer of the three (3) Transfer Development Rights, including the Town's resolution indicating that the Seller can freely transfer the TDRs. In the event Seller must comply with any contingencies in order to effectuate said transfer, the date of Closing shall be ten (10) days following the Seller meeting those contingencies.
2. **TRANSFER DEVELOPMENT RIGHTS:** Seller hereby warrants and represents that it has the full right, power and authority to enter into the Contract and to convey the TDRs without the need for further consents or authorizations. All necessary authorizations and approvals have been obtained authorizing the Seller to execute the Contract and to consummate the transactions contemplated hereby. The parties hereby agree to execute any and all documents necessary to consummate this transaction as required by the Town.
3. **MISCELLANEOUS:**
 - A. Amendments. The Contract as amended by this Amendment constitutes the entire agreement and understanding of the parties, and shall not be modified or amended except by written agreement duly executed by the parties hereto.
 - B. Exclusiveness of Amendment. This Amendment is made for the sole benefit and protection of Seller and Buyer, and no other person shall have any right of action hereunder.
 - C. Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Amendment.
 - D. Counterparts. This Amendment may be executed in any number of counterparts and by facsimile transmission, each of which, when executed and delivered, shall be deemed an original, but all counterparts shall together constitute one in the same instrument.
 - E. Headings. All paragraphs and descriptive headings or captions in this Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.
 - F. Reaffirmation. The parties hereby reaffirm and reaver all nonconflicting provisions set forth in the Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated below.

Executed by Buyer on May <u>1</u> , 2015 9900 Bay Harbour, LLC, a Florida limited liability company By: _____	Executed by Seller on May ____, 2015 PEARL HOUSE, LLC, a Florida limited liability company By: _____
---	--



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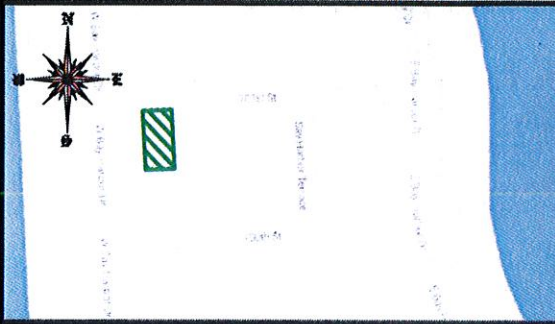
JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



LOCATION SKETCH

SCALE = N.T.S.



VIEW OF SUBJECT PROPERTY

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154

ABBREVIATIONS

A = ARC	E.T.P. = ELECTRIC TRANSFORMER PAD	O.R.B. = OFFICIAL RECORDS BOOK	T = TANGENT
A.C. = AIR CONDITIONER PAD	ELEV. = ELEVATION	O.V.H. = OVERHANG	T.B.M. = TELEPHONE BOOTH
A.E. = ANCHOR EASEMENT	ENCR. = ENCROACHMENT	P.A.V. = PAVEMENT	T.U.E. = TECHNOLOGY UTILITY EASEMENT
A.R. = ALUMINUM ROOF	F.H. = FIRE HYDRANT	P.L. = PLANTER	T.S.B. = TRAFFIC SIGNAL BOX
A.S. = ALUMINUM SHED	F.I.P. = FOUND IRON PIPE	P.C. = POINT OF COMMENCEMENT	T.S.P. = TRAFFIC SIGNAL POLE
ASPH. = ASPHALT	F.I.R. = FOUND IRON ROD	P.C.C. = POINT OF COMPOUND CURVATURE	TWP. = TOWNSHIP
B.C. = BLOCK CORNER	F.F.E. = FINISHED FLOOR ELEVATION	P.C. = POINT OF CURVATURE	UTIL. = UTILITY
B.M. = BENCH MARK	F.N.D. = FOUND NAIL & DISK	P.O.T. = POINT OF TANGENCY	U.E. = UTILITY EASEMENT
B.C.R. = BROADWAY COUNTY RECORDS	FT. = FEET	P.O.C. = POINT OF COMMENCEMENT	U.P. = UTILITY POLE
B.O.B. = BASIS OF BEARING	F.N.P. = FEDERAL NATIONAL INSURANCE PROGRAM	P.O.B. = POINT OF BEGINNING	W.M. = WATER METER
(C) = CALCULATED	F.N. = FOUND NAIL	P.R.C. = POINT OF REVERSE CURVATURE	W.F. = WOOD FENCE
C.B. = CATCH BASIN	H. = HIGH OR (HEIGHT)	P.W. = PARKWAY	W.P. = WOOD PORCH
C.B.S. = CONCRETE BLOCK STRUCTURE	I.A.E.G. = INGRESS AND EGRESS EASEMENT	P.R.M. = PERMANENT REFERENCE MONUMENT	W.R. = WOOD ROOF
C.B.W. = CONCRETE BLOCK WALL	I.C.V. = IRRIGATION CONTROL VALVE	P.L.S. = PROFESSIONAL LAND SURVEYOR	W.V. = WATER VALVE
CH. = CHORD	I.F. = IRON FENCE	P.P. = POWER POLE	W. = MONUMENT LINE
CH.B. = CHORD BEARING	L.B. = LICENSED BUSINESS	P.P.S. = POOL PUMP SLAB	Q = CENTER LINE
CH.L. = CHORD LENGTH	L.P. = LIGHT POLE	P.U.E. = PUBLIC UTILITY EASEMENT	Δ = DELTA
CL. = CLEAR	L.F.E. = LOWEST FLOOR ELEVATION	P.U. = RECORD DISTANCE	
C.O. = CLEAN OUT	L.M.E. = LAKE MAINTENANCE EASEMENT	R.R. = RAIL ROAD	
C.L.F. = CHAIN LINK FENCE	M. = MINUTES	RES. = RESIDENCE	
C.M.E. = CANAL MAINTENANCE EASEMENT	M.B. = MEASURED DISTANCE	R.W. = RIGHT-OF-WAY	
CONC. = CONCRETE	M.D.C.R. = MIAMI DADE COUNTY RECORDS	RAD. = RADIUS OR RADIAL	
C.U.P. = CONCRETE UTILITY POLE	M.E. = MAINTENANCE EASEMENT	RGE. = RANGE	
C.P. = CONCRETE PORCH	M.H. = MANHOLE	R.O.E. = ROOF OVERHANG EASEMENT	
C.S. = CONCRETE SLAB	N.A.P. = NOT A PART OF	SEC. = SECTION	
C.W. = CONCRETE WALK	NGVD = NATIONAL GEODETIC VERTICAL DATUM	STY. = SIDEWALK	
D.E. = DRAINAGE EASEMENT	N.T.S. = NOT TO SCALE	SWK. = SET IRON PIPE	
D.M.E. = DRAINAGE MAINTENANCE EASEMENT	# OR NO. = NUMBER	S.I.P. = SOUTH	
DRIVE = DRIVEWAY	O.S. = OFFSET	S. = SCREENED PORCH	
D. = DEGREES	O.H. = OVERHEAD	S.V. = SEWER VALVE	
EB = ELECTRIC BOX	O.H.L. = OVERHEAD UTILITY LINES	S. = SECONDS	

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE; THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING FLOT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7805.
4. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI-DADE COUNTY BENCH MARK RR-243 LOCATOR NO. 2226 W. ELEVATION IS 6.61 FEET OF N.G.V.D. OF 1929.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.007, FLORIDA STATUTES.

BY:

07/19/2014

CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER).

REVISED ON: CONSTRUCTION ELEVATIONS 09/24/2014

REVISED ON:

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:
FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8 FT.
COMMUNITY: 120636
PANEL: 0144
SUFFIX: L
DATE OF FIRM: 09/11/2009
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

TITLE COMPANY

Gary Silberman, P.A.

DRAWN BY: MPL

FIELD DATE: 07/19/2014

SURVEY NO: 14-002547-2

SHEET: 1 OF 2

UNDERWRITER

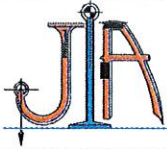


OLD REPUBLIC

NATIONAL TITLE INSURANCE COMPANY



L.B.# 7806 SEAL



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

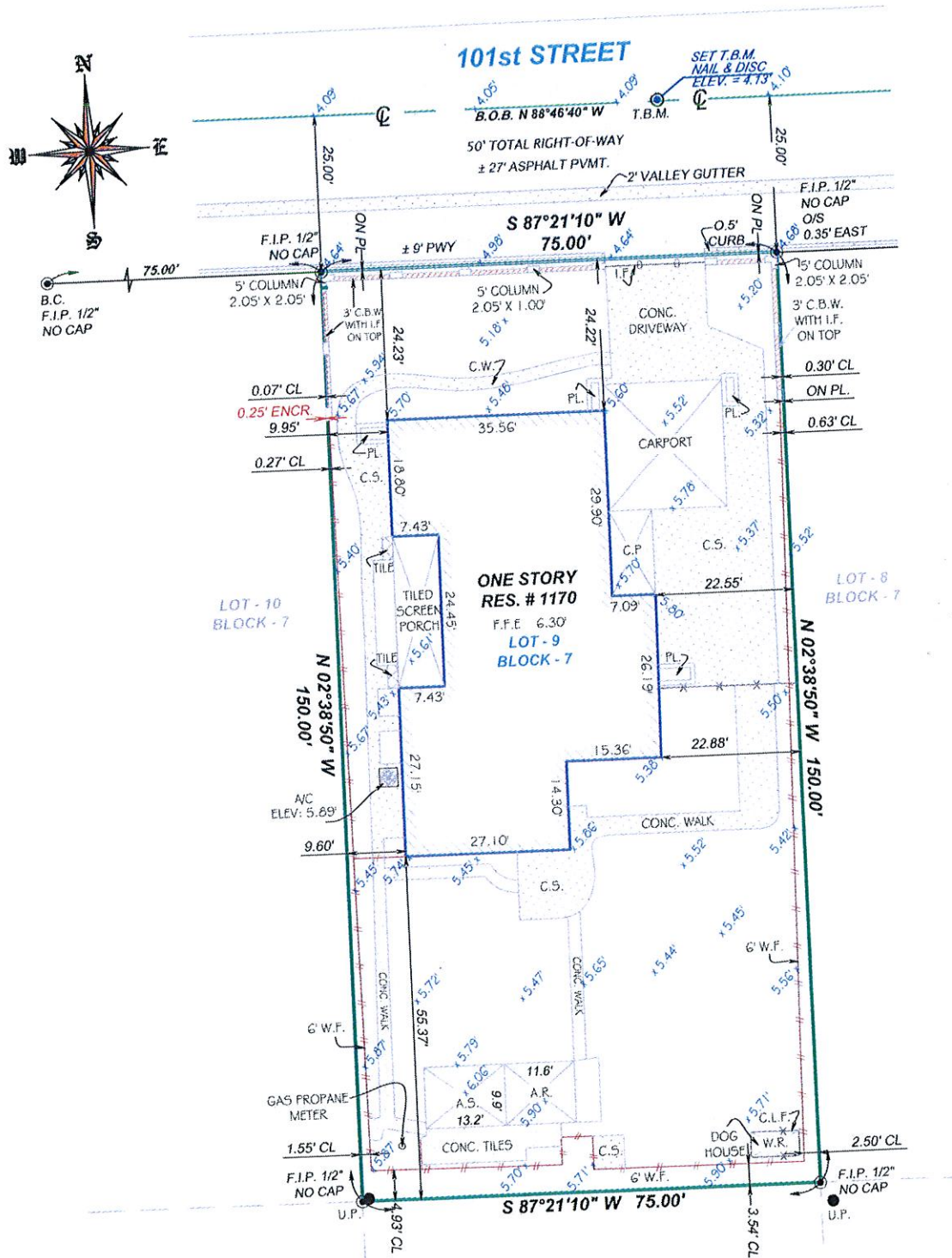
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
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2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



MAP OF BOUNDARY SURVEY

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154



L.B.# 7806 SEAL

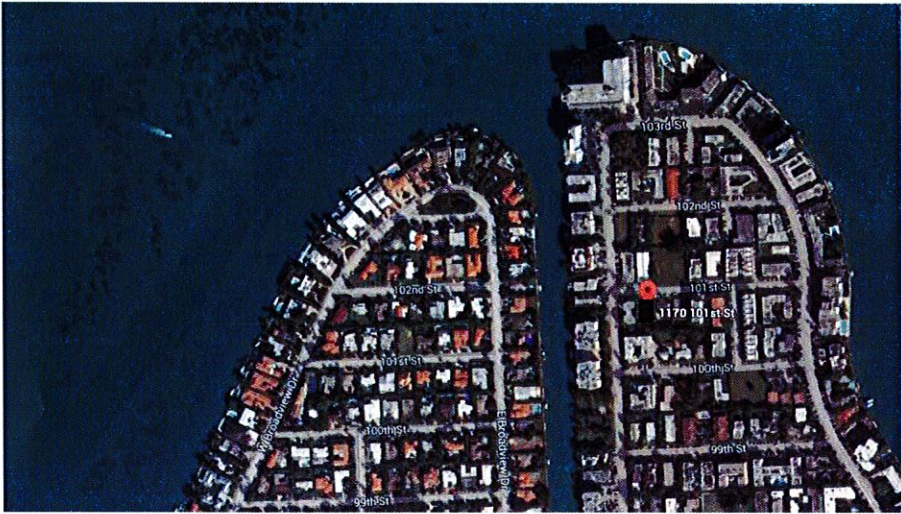
LEGAL DESCRIPTION:

LOT 9, BLOCK 7, BAY HARBOR ISLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

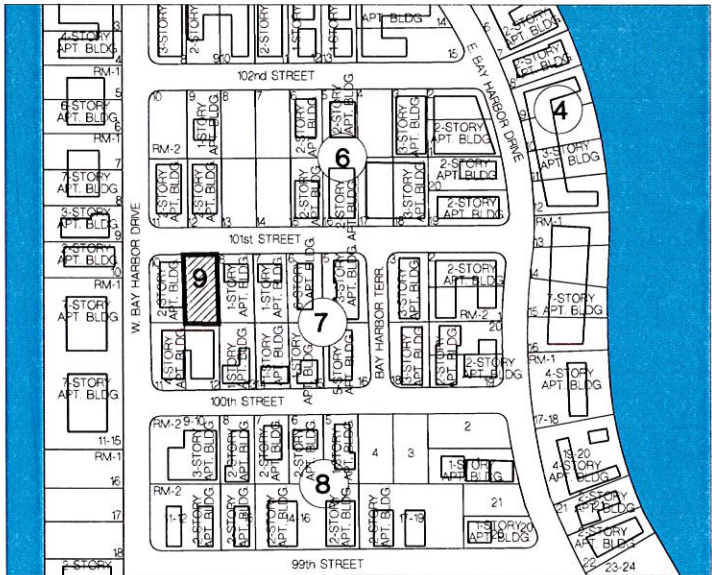
CERTIFICATION:

PEARL HOUSE, LLC.
GARY SILBERMAN, PA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DRAWN BY:	MPL
SCALE:	1"=20'
FIELD DATE:	07/19/2014
SURVEY NO:	14-002547-2
SHEET:	2 OF 2



AERIAL MAP
SCALE: N.T.S.



LOCATION MAP
SCALE: N.T.S.

NOTE: FLUM LAND USE DESIGNATION FOR PROPERTIES WITHIN 300' RADIUS OF SITE IS MEDIUM-HIGH DENSITY RESIDENTIAL.

ARCHITECTURAL ANALYSIS

THE EXISTING BUILDING ON SITE (TO BE DEMOLISHED) IS A ONE-STORY APARTMENT BUILDING OF MASONRY & STUCCO CONSTRUCTION, BUILT IN THE 1960s. THE BUILDING IS AN EXAMPLE OF MASONRY VERNACULAR MIMO ARCHITECTURE.

BUILDING OCCUPANCY RESIDENTIAL					R1	
TYPE OF CONSTRUCTION					TYPE I-B	
UNIT #	# OF UNITS	NSF PER UNIT	GSF PER UNIT	SF	# OF BD / # OF BA	
UNIT A	2	1,740	1,617	SF	3 BD / 3 BA	
UNIT B	3	1,468	1,353	SF	2 BD / 2 BA	
UNIT C	1	1,522	1,396	SF	2 BD / 2.5 BA	
UNIT D	1	1,809	1,680	SF	3 BD / 3.5 BA	
UNIT E	1	1,578	1,441	SF	3 BD / 3 BA	
UNIT F	1	1,745	1,615	SF	3 BD / 3 BA	
UNIT G	2	1,829	1,680	SF	3 BD / 3.5 BA	
UNIT H	2	1,855	1,711	SF	3 BD / 3.5 BA	
UNIT PH-1	1	2,259	2,088	SF	4 BD / 4 BA	
UNIT PH-2	1	1,440	1,298	SF	2 BD / 2.5 BA	
TOTAL	15	25,605	23,593	#####	SF	

ZONING SUMMARY

		SF	ACRES
LOT AREA		11,250	0.26 +/-
LEGAL DESCRIPTION			
LOT 9, BLOCK 7, BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.			
FLOOD ELEVATION		8.0' NGVD	
THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 8.0' NGVD. MAP/PANEL 12086C0144			
CROWN OF THE ROAD		4.32' NGVD	
ZONING CLASSIFICATION		RM2 - MULTI FAMILY RESIDENTIAL DISTRICT	
FUTURE LAND USE DESIGNATION		MEDIUM-HIGH DENSITY RESIDENTIAL	
FLR		ALLOWABLE	PROPOSED
(DETERMINED BY THE SETBACKS)		N/A	
MAXIMUM DENSITY			
34 UNITS PER NET ACRE		9	15 (6 TDRs REQ.)
SETBACKS		REQUIRED	PROPOSED
FRONT:			
UP TO 30'-0" HIGH		20'-0"	20'-0"
UP TO 45'-0" HIGH		25'-0"	30'-0"
UP TO 65'-0" HIGH		30'-0"	30'-0"
REAR: UP TO 30'-0" HEIGHT		10'	10'
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"		21'-8" (MAX)	21'-8" (MAX)
SIDE:			
UP TO 30'-0" HIGH		10'-0"	10'-0"
1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"		20'-0" (MAX)	20'-0" (MAX)
FLEX: 1/3 OF BUILDING LENGTH			
@ NORTH [0.33 X 55'-0"]		18'-4"	18'-2"
@ WEST [0.33 X 120'-0"]		40'-0"	40'-0"
@ SOUTH [0.33 X 55'-0"]		18'-4"	18'-2"
@ EAST [0.33 X 120'-0"]		40'-0"	37'-0"
MAXIMUM HEIGHT		ALLOWABLE	PROPOSED
MAXIMUM BUILDING HEIGHT		65'-0" above BFE	65'-0" above BFE
GROUND LANDSCAPE AREA		REQUIRED	PROPOSED
20% OF LOT AREA MINIMUM	11,250 X .20	2,250 SF	2,298 SF = 20.4%
ROOF DECK LANDSCAPE REQUIREMENTS		REQUIRED	PROPOSED
15% OF ROOF AREA MINIMUM	2,637 X .15	395 SF	771 SF = 29 %
LOT COVERAGE		ALLOWABLE	PROPOSED
(PERIMETER DETERMINED BY THE SETBACKS)		DETERMINED BY SETBACKS	7570 SF = 67%
PARKING SPACE REQUIREMENTS		REQUIRED	PROPOSED
RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & DROP-OFF AREA. INCLUDES 1 GUEST SPACE OUTSIDE OF GARAGE		30	32

CIV. ENG.
HOLLAND ENGINEERING INC.
civil engineers
3800 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 - (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
1101 S.W. 11th STREET, MIAMI, FL 33134
PHONE: 305.351.1111 FAX: 305.351.1112

STRUCTURAL ENG.

MEP ENG.

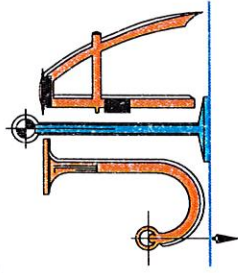
CONTRACT OWNER
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33134

PEARL HOUSE
NEW CONDOMINIUM BUILDING
1170 101 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS
PLANNERS
DESIGN
LICENSE NO. AA-C001454
FRANKEL BENAYOUN, FISHMAN, LICENSE NO. AR0007143
1177 BAYVIEW BOULEVARD, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3660
E-MAIL: INFO@FRANKELBENAYOUN.COM

SIGNATURE
DATE

NO.	REVISION	DATE	BY	DRAWING TITLE
				ZONING DATA
				SCALE: DATE: NOVEMBER 13, 2014
				SHEET NUMBER: A-0.00
				P&Z BOARD SUBMITTAL

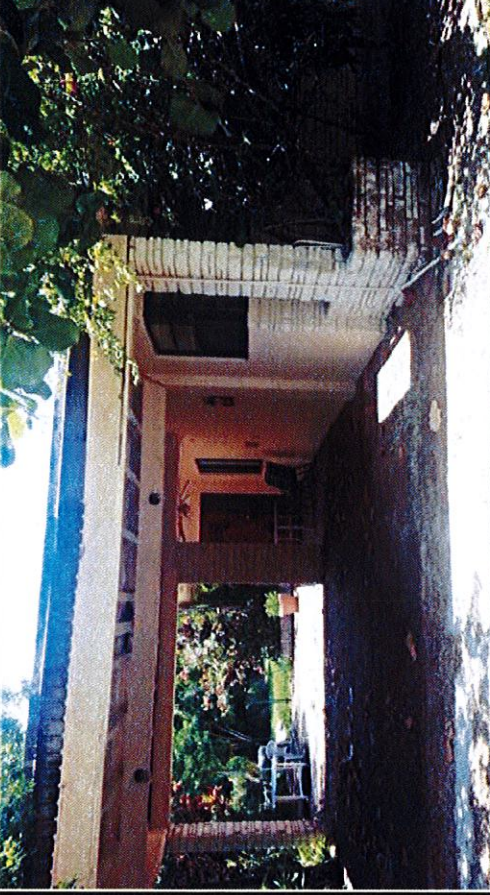


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LOCATION SKETCH

SCALE = N.T.S.

VIEW OF SUBJECT PROPERTY

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154

A = ARC.
A/C = AIR CONDITIONER PAD
A.E. = ANCHOR EASEMENT
A.R. = ALUMINUM ROOF
A.S. = ALUMINUM SHED
ASPH. = ASPHALT
B.C. = BLOCK CORNER
BLDG. = BUILDING
B.M. = BENCH MARK
B.C.R. = BROWARD COUNTY RECORDS
B.O.B. = BASIS OF BEARING
(C) = CALCULATED
C.B. = CONCRETE BLOCK STRUCTURE
C.B.S. = CONCRETE BLOCK WALL
C.B.W. = CHORD
CH. = CHORD BEARING
CH.B. = CHORD LENGTH
CH.L. = CHORD
CL. = CLEAN OUT
C.O. = CANAL LINK FENCE
C.L.F. = CANAL MAINTENANCE EASEMENT
CONC. = CONCRETE
C.U.P. = CONCRETE UTILITY POLE
C.P. = CONCRETE PORCH
C.S. = CONCRETE SLAB
C.W. = CONCRETE WALK
D.E. = DRAINAGE EASEMENT
D.M.E. = DRAINAGE MAINTENANCE EASEMENT
DRIVE = DRIVEWAY
° = DEGREES
EB = ELECTRIC BOX

E.T.P. = ELECTRIC TRANSFORMER PAD
ELEV. = ELEVATION
ENCR. = ENCROACHMENT
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.F.E. = FINISHED FLOOR ELEVATION
F.N.D. = FOUND NAIL & DISK
FT. = FEET
FNIP. = FEDERAL NATIONAL INSURANCE PROGRAM
F.N. = FOUND NAIL
H. = HIGH OR (HEIGHT)
IN.&EG. = INGRESS AND EGRESS EASEMENT
I.C.V. = IRRIGATION CONTROL VALVE
I.F. = IRON FENCE
L.B. = LICENSED BUSINESS
L.P. = LIGHT POLE
L.F.E. = LOWEST FLOOR ELEVATION
L.M.E. = LAKE MAINTENANCE EASEMENT
(M) = MINUTES
(M) = MEASURED DISTANCE
M.B. = MAIL BOX
M.D.C.R. = MIAMI DADE COUNTY RECORDS
M.E. = MAINTENANCE EASEMENT
M.H. = MANHOLE
N.A.P. = NOT A PART OF
NGVD = NATIONAL GEODETIC VERTICAL DATUM
N.T.S. = NOT TO SCALE
OR NO. = NUMBER
OS = OFFSET
O.H. = OVERHEAD
O.H.L. = OVERHEAD UTILITY LINES

O.R.B. = OFFICIAL RECORDS BOOK
O.V.H. = OVERHANG
P.V.M.T. = PAVEMENT
PL. = PLANTER
P.L. = PROPERTY LINE
P.C.C. = POINT OF COMPOUND CURVATURE
P.C. = POINT OF CURVATURE
P.O.T. = POINT OF TANGENCY
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.W. = PARKWAY
P.R.C. = POINT OF REVERSE CURVATURE
P.R.M. = PERMANENT REFERENCE MONUMENT
P.P.S. = PROFESSIONAL LAND SURVEYOR
P.P. = POWER POLE
P.P.S. = POOL PUMP SLAB
(R) = RECORD UTILITY EASEMENT
R.R. = RAIL ROAD
RES. = RESIDENCE
R.W. = RIGHT-OF-WAY
RAD. = RADIUS OR RADIAL
RGE. = RANGE
R.O.E. = ROOF OVERHANG EASEMENT
SEC. = SECTION
STY. = SIDEWALK
SWK. = SET IRON PIPE
S.I.P. = SOUTH
S. = SEWER VALVE
S.V. = SECONDS
* =

T. = TANGENT
TB. = TELEPHONE BOOTH
T.B.M. = TEMPORARY BENCHMARK
T.U.E. = TECHNOLOGY UTILITY EASEMENT
TSB. = TRAFFIC SIGNAL BOX
T.S.P. = TRAFFIC SIGNAL POLE
TWP. = TOWNSHIP
UTL. = UTILITY
U.E. = UTILITY EASEMENT
U.P. = UTILITY POLE
W.M. = WATER METER
W.F. = WOOD FENCE
W.P. = WOOD PORCH
W.R. = WOOD ROOF
W.V. = WATER VALVE
M. = MONUMENT LINE
C. = CENTER LINE
Δ = DELTA

LEGEND

OVERHEAD UTILITY LINES
CONCRETE BLOCK WALL
CHAIN LINK FENCE
IRON FENCE
WOOD FENCE
BUILDING SETBACK LINE
UTILITY EASEMENT
LIMITED ACCESS RW
NON-VEHICULAR ACCESS RW
EXISTING ELEVATIONS
× 0.00

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY :

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/ OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD. COULD BE DRAWN AT A SHOWN SCALE AND/ OR NOT TO SCALE; THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLOT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/ OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7806.
4. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI-DADE COUNTY BENCH MARK WR-243 LOCATOR NO. 2225 W; ELEVATION IS 6.61 FEET OF N.G. V.D. OF 1929

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: 
CARLOS IBARRA (DATE OF FIELD WORK)
07/19/2014

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN:

FLOOD ZONE: "AE"
BASE FLOOD ELEVATION: 8 FT.
COMMUNITY: 120636
PANEL: 0144
DATE OF FIRM: 09/11/2009
SUFFIX: L

THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

TITLE COMPANY

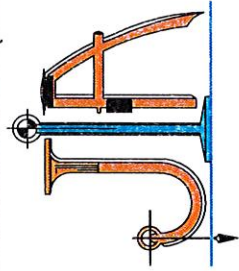
Gary Silberman, P.A.

UNDERWRITER

DRAWN BY:	MPL
FIELD DATE:	07/19/2014
SURVEY NO:	14-002547-2
SHEET:	1 OF 2



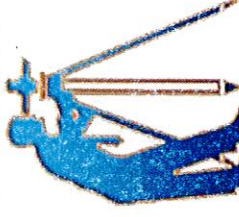
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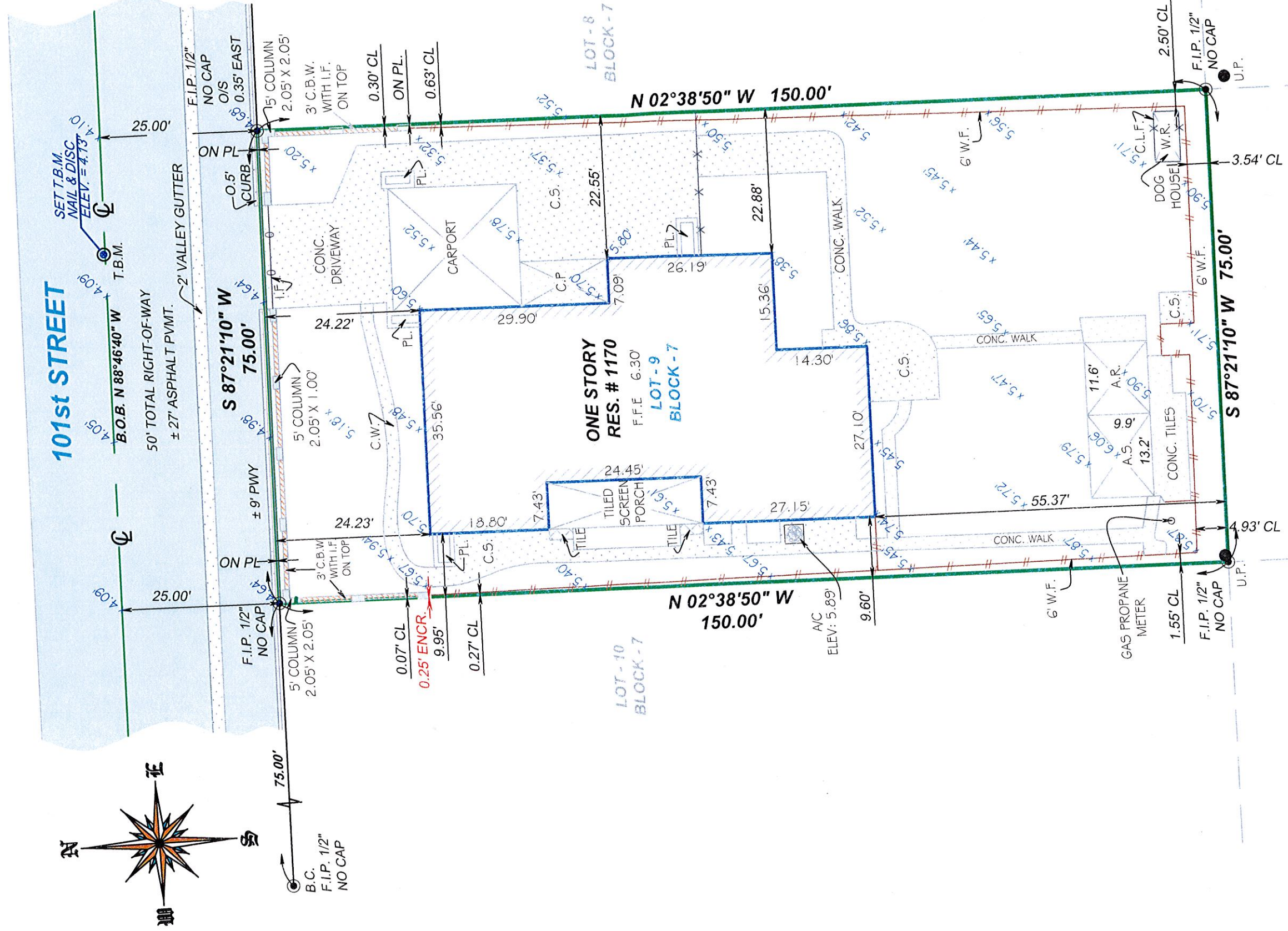
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MAP OF BOUNDARY SURVEY

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154



LEGAL DESCRIPTION:
LOT 9, BLOCK 7, BAY HARBOR ISLANDS, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CERTIFICATION:
PEARL HOUSE, LLC.
GARY SILBERMAN, PA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

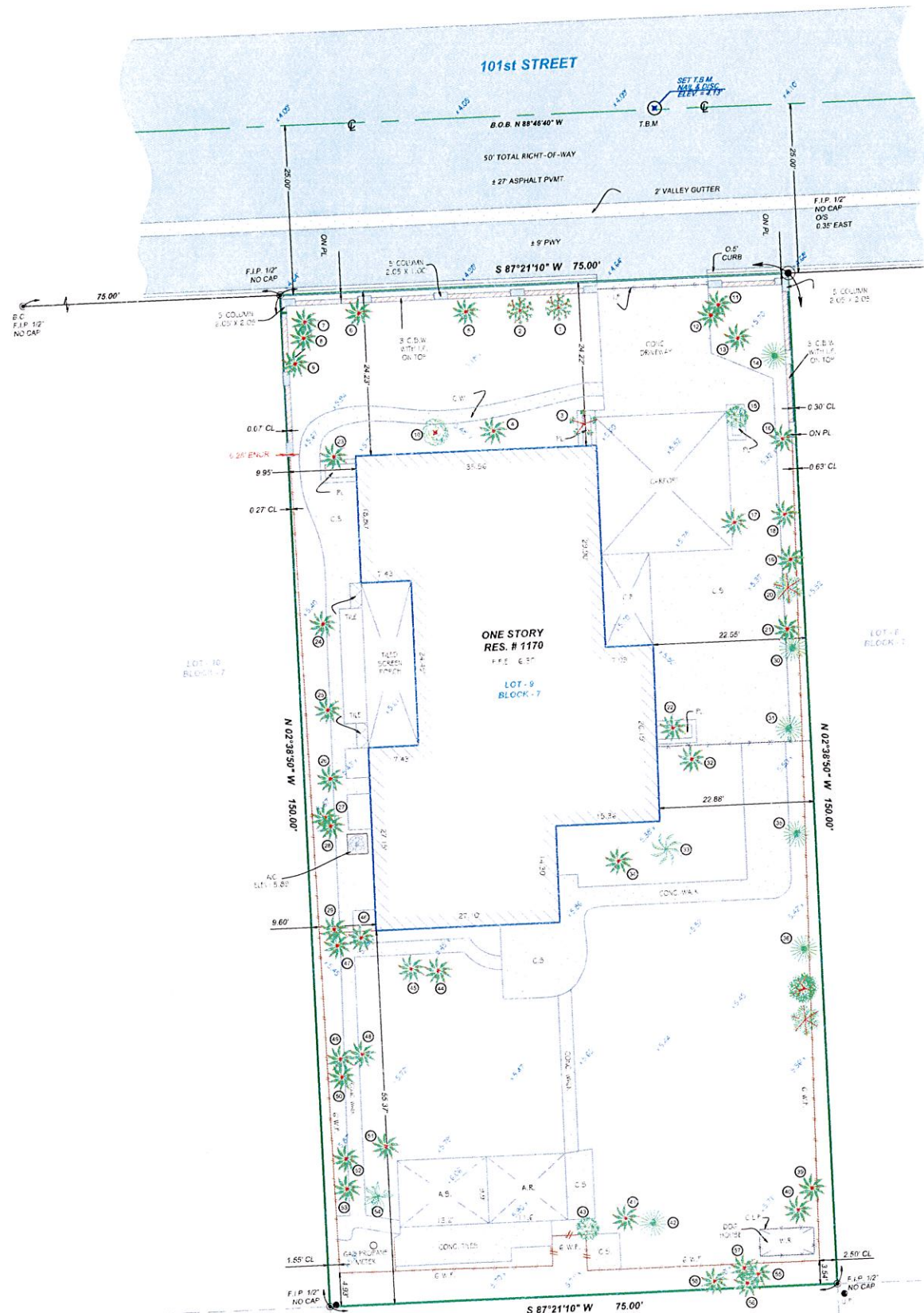
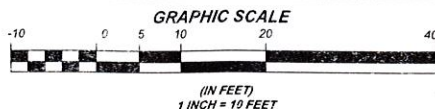


L.B.# 7806 SEAL

DRAWN BY: MPL
SCALE: 1"=20'
FIELD DATE: 07/19/2014
SURVEY NO: 14-002547-2
SHEET: 2 OF 2



MAP OF BOUNDARY SURVEY



TREE TABLE				
No.	NAME	DIAMETER (FT.)	HEIGHT (FT.)	SPREAD(FT.)
1	SEAGRAPE	2.0	25	25
2	SEAGRAPE	1.5	25	25
3	BOUGAINVILLEA	0.7	15	12
4	ALEXANDER PALM	0.3	20	6
5	ALEXANDER PALM	0.3	25	6
6	ALEXANDER PALM	0.6	25	6
7	ALEXANDER PALM	0.3	25	6
8	ALEXANDER PALM	0.3	15	6
9	ALEXANDER PALM	0.5	15	6
10	UNKNOWN	0.9	15	10
11	ALEXANDER PALM	0.5	20	8
12	ALEXANDER PALM	0.3	15	8
13	ALEXANDER PALM	0.4	15	6
14	UMBRELLA	1.0	20	12
15	BRAZILIAN PEPPER	1.0	20	20
16	ALEXANDER PALM	0.3	25	8
17	ALEXANDER PALM	0.3	20	8
18	ALEXANDER PALM	0.5	20	8
19	ALEXANDER PALM (2)	0.4	25	8
20	PINE	0.7	25	15
21	ALEXANDER PALM	0.5	25	8
22	ALEXANDER PALM	0.3	25	8
23	ALEXANDER PALM	0.5	25	8
24	ALEXANDER PALM (2)	0.5	25	8
25	ALEXANDER PALM	0.3	15	6
26	ALEXANDER PALM	0.6	35	10
27	ALEXANDER PALM	0.3	25	8
28	ALEXANDER PALM	0.5	30	10
29	ALEXANDER PALM	0.4	30	10
30	UMBRELLA	1.0	30	15
31	BRAZILIAN PEPPER	1.2	20	20
32	ALEXANDER PALM	0.4	15	8
33	ARECA	2.5	12	12
34	ALEXANDER PALM	0.3	12	4
35	UMBRELLA	0.4	20	6
36	UMBRELLA	0.8	25	15
37	FICUS	0.6	20	20
38	PINE	0.5	15	15
39	ALEXANDER PALM	0.2	3	8
40	ALEXANDER PALM	0.4	25	8
41	ALEXANDER PALM	0.3	25	8
42	UMBRELLA	1.7	35	20
43	BRAZILIAN PEPPER	2.0	30	25
44	ALEXANDER PALM	0.5	20	10
45	ALEXANDER PALM	0.1	15	10
46	ALEXANDER PALM (2)	0.5	25	10
47	ALEXANDER PALM	0.3	15	8
48	ALEXANDER PALM (3)	0.4	20	8
49	ALEXANDER PALM	0.5	25	10
50	ALEXANDER PALM	0.5	20	10
51	ALEXANDER PALM	0.4	25	6
52	ALEXANDER PALM	0.3	15	8
53	ALEXANDER PALM	0.3	20	8
54	DRACAENA	0.3	20	6
55	ALEXANDER PALM	0.3	35	8
56	ALEXANDER PALM (2)	0.3	25	8
57	ALEXANDER PALM	0.3	25	8
58	ALEXANDER PALM	0.3	25	8

ABBREVIATIONS

[illegible]

LOCATION SKETCH

SCALE = N.T.S.

PROPERTY ADDRESS:

1170 101st STREET, BAY HARBOR ISLANDS, FLORIDA 33154

LEGAL DESCRIPTION:

LOT 9, BLOCK 7, BAY HARBOR ISLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46 PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CERTIFICATION:

PEARL HOUSE, LLC
GARY SILBERMAN, PA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
 THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
 EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS IF ANY AFFECTING THE PROPERTY.
 THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
 LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
 THE SURVEY WAS DRAWN AND THE GRADE REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NO TO SCALE. THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
 EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
 THE SURVEY WAS DRAWN WITH MEANS AND INSTRUMENTS OF THE SURVEY.
 ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLOT PLANS WITH CORRECT INFORMATION FOR APPROVAL BY THE CITY OF CHICAGO.
 THIS SURVEY WAS DRAWN FOR THE PURPOSE OF CONSTRUCTION.
 UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
 FENCE OWNERSHIP NOT DETERMINED.
 THIS PLAT OF SURVEY WAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NFIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN
FLOOD ZONE: 4E
BASE FLOOD ELEVATION: 120836
COMMUNITY: 0144
PANEL: L
SUFFIX: 09/11/2005
DATE OF FIRM: 09/11/2005
THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

SURVEYOR'S NOTES:

- 1 IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY. IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
- 2 THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
- 3 CERTIFICATE OF AUTHORIZATION LB # 7806.
- 4 ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC DATUM OF 1929. MIAMI-DADE COUNTY BENCH MARK #R-243 LOCATOR NO. 2225 W. ELEVATION IS 6.61 FEET OF N.G.D. OF 1929.

SURVEYOR'S CERTIFICATION:

THE REBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES

BY: CARLOS IBARRA 07/19/2014
DATE OF FIELD WORK

PROFESSIONAL LAND SURVEYOR NO. 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER)

REVISED ON: ADDED CONSTRUCTION ELEV. 9/24/2014

REVISD QY ADDED TREES 10/10/2014

TREE LEGEND



DRAWN BY:	MPL
FIELD DATE:	07/19/2014
SURVEY NO:	14-002547-2
SHEET:	1 OF 1



L.B.# 7806 SEA



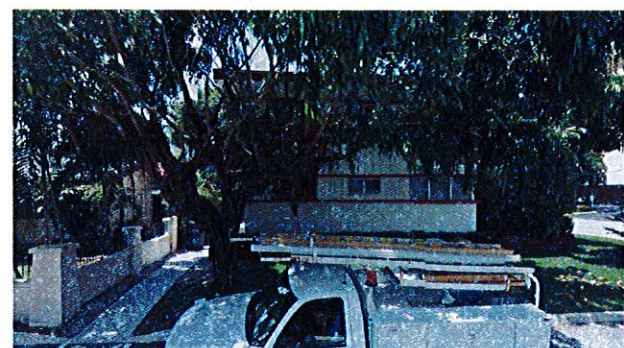
ADJACENT SOUTHEAST NEIGHBORS



ADJACENT EAST NEIGHBOR



SUBJECT SITE



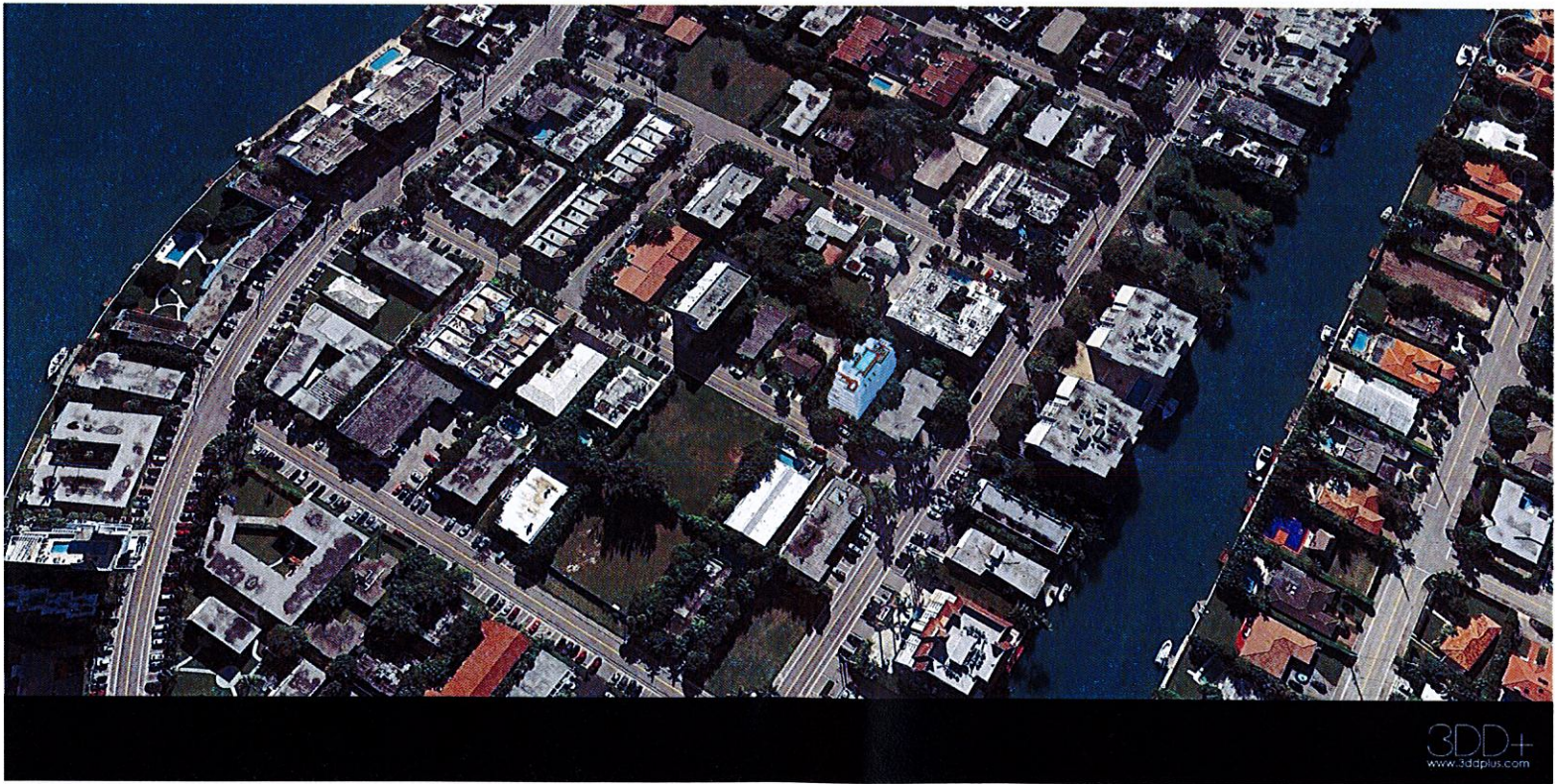
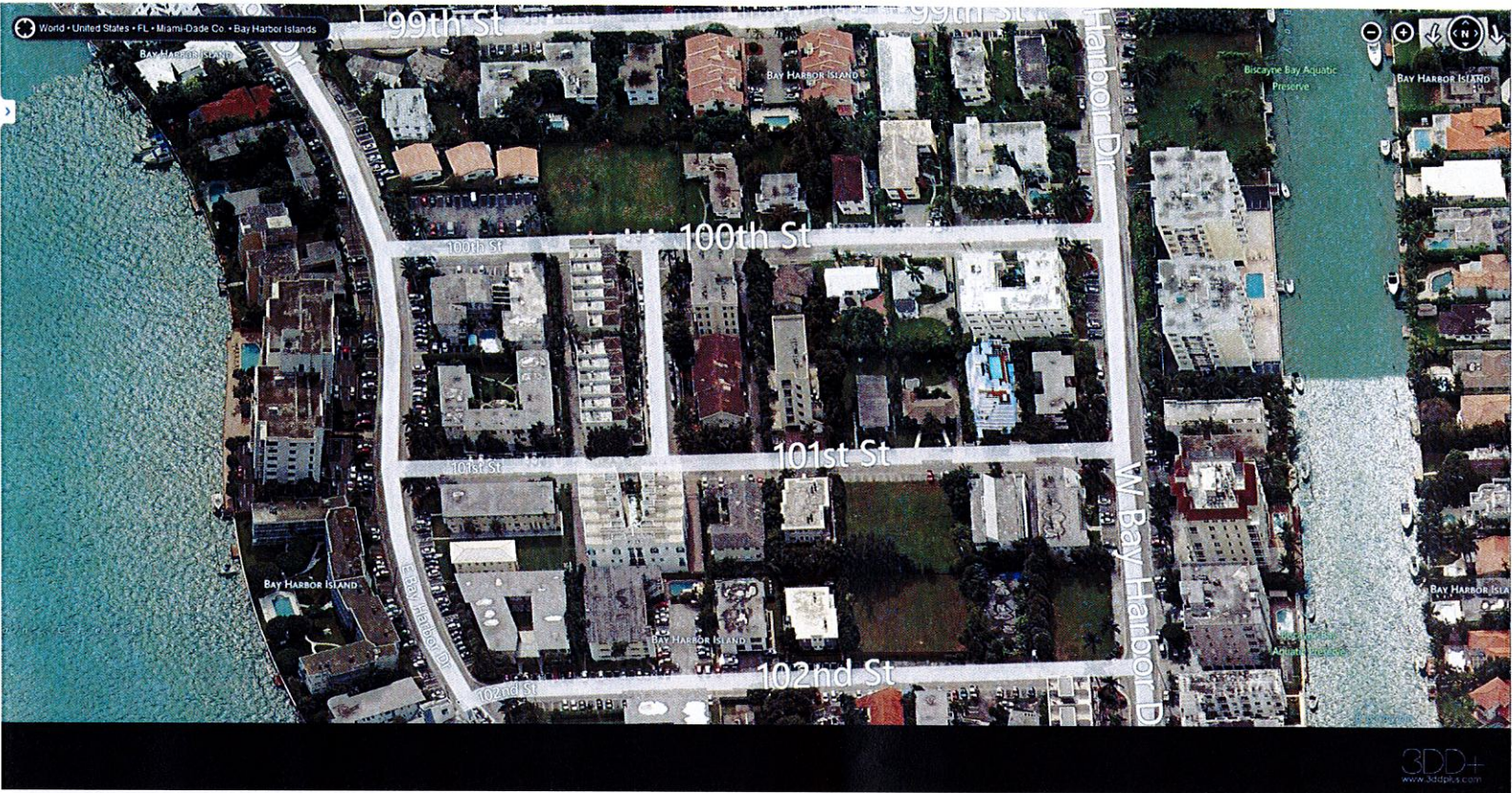
ADJACENT WEST NEIGHBOR

EXISTING PROPERTIES



CONTEXT ELEVATION

CHA ENG	LANDSCAPE ARCH	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER			NO	REVISION	DATE	BY	DRAWING TITLE
 HOLLAND ENGINEERING INC. Civil Engineers 3930 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 • (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. No. 41831	 GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 201 N. W. 11th STREET, SUITE 101 MIAMI, FLORIDA 33136			PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIORS DESIGN LICENSE NO. AA-0001484 MARKUS A. FRANKEL, LICENSE NO. AR0007143 FRANK BENAYOUN, FISHMAN, LICENSE NO. AR0017273 1177 KANE CONDOURSE, SUITE 100, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 858-3665 FAX: (305) 858-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM					CONTEXT PHOTOS SCALE: " = " DATE: NOVEMBER 13, 2014 SHEET NUMBER: A-0.01 P&Z BOARD SUBMITTAL



CIVIL ENG
HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4875 N.W. 117 STREET, MIAMI, FL 33154
PHONE: 305-462-9888 FAX: 305-462-8401

STRUCTURAL ENG

MEP ENG

CONTRACT OWNER
PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

PEARL HOUSE
NEW CONDOMINIUM BUILDING
1170 101 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001484
MARCO A. FRANKEL LICENSE NO. AR0007143
FRANK BENAYOUN F.S.H.A. LICENSE NO. AR0017273
1177 MIAMI CONDOMINIUM SUITE 120 BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 858-3685 FAX: (305) 858-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE
AERIAL VIEWS
SCALE
DATE
NOVEMBER 13, 2014
SHEET NUMBER
A-0.02
P&Z BOARD SUBMITTAL



STREET VIEW RENDERING



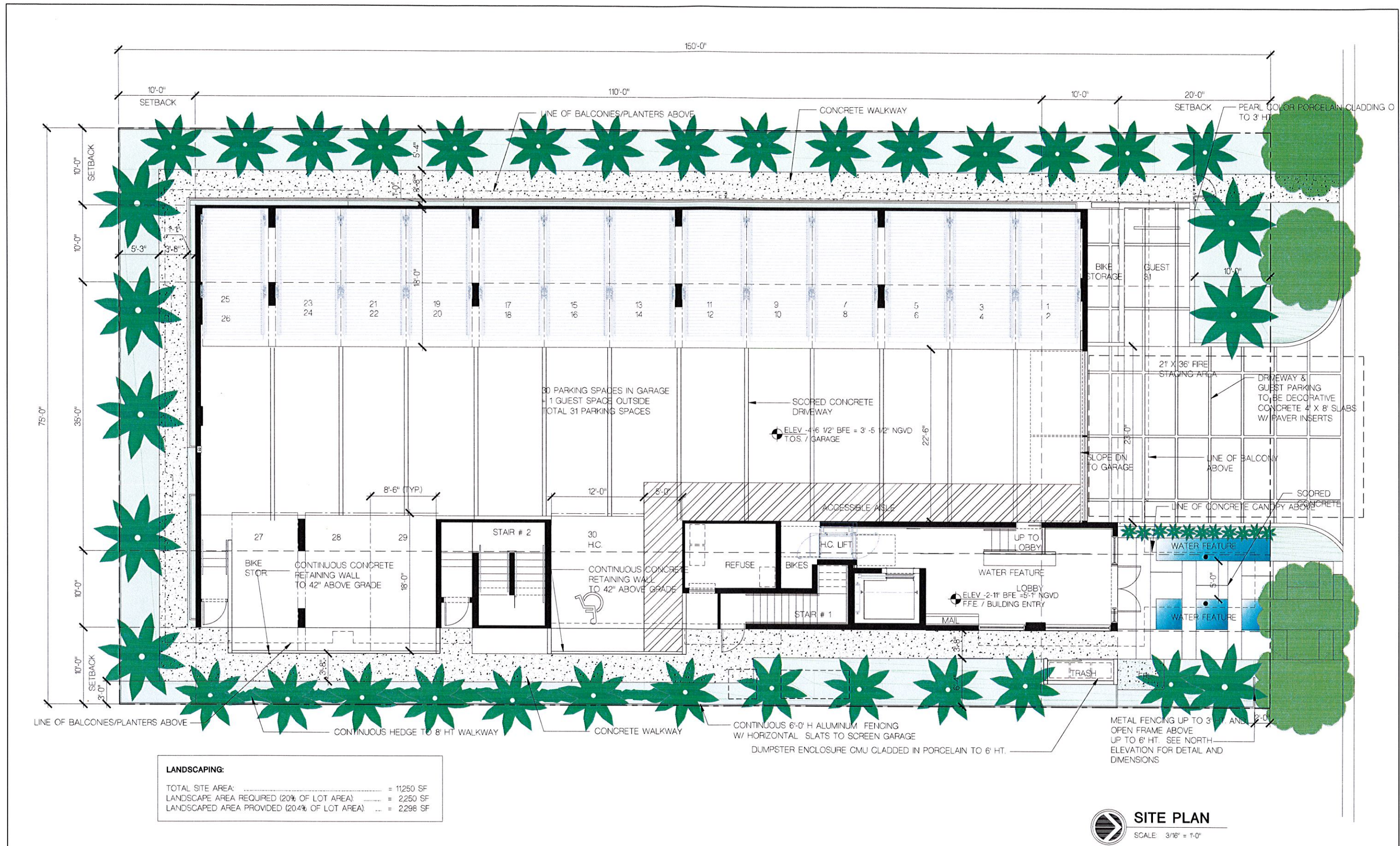
FRONT VIEW RENDERING

CIVIL ENG. HOLLAND ENGINEERING INC. Civil Engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 • (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH. GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 400 S.W. 11 STREET SUITE 1111 MIAMI, FLORIDA 33135	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001484 MARCOUS A. FRANKEL LICENSE NO. AR00007143 FRANK BENAYOUN FISHMAN LICENSE NO. AR0017273 1177 N.W. CONCOURSE SUITE 150 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 886-3665 FAX: (305) 886-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM	SIGNATURE _____ DATE _____	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	REVISION	DATE	BY																													DRAWING TITLE RENDERING SCALE _____ DATE NOVEMBER 13, 2014 SHEET NUMBER A-0.03 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																						

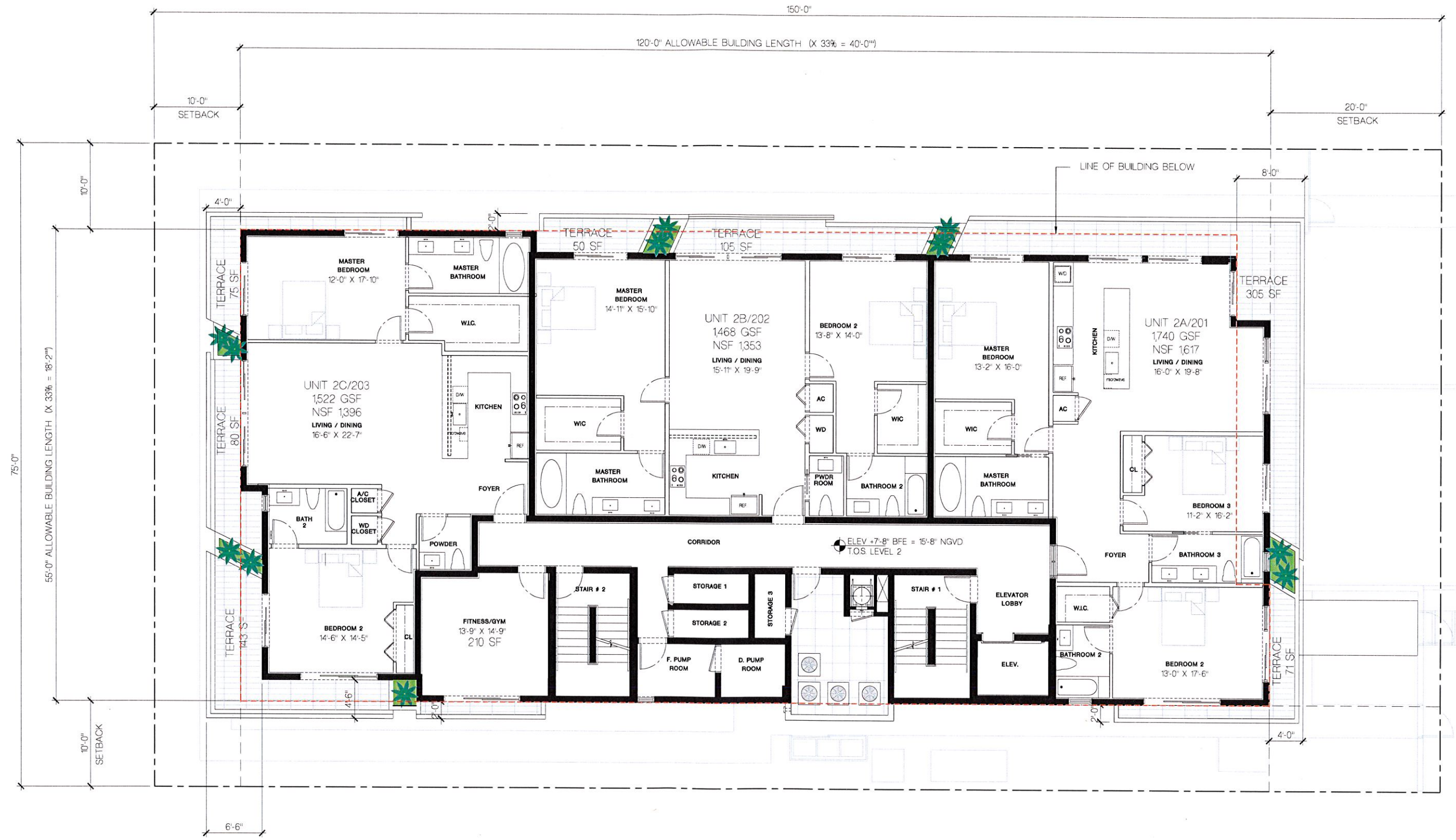


ROOF TOP RENDERING

CIV. ENG.  HOLLAND ENGINEERING INC. CIVIL ENGINEERS 3300 HOLLYWOOD BOULEVARD- HOLLYWOOD, FL - 33021 (954)367-0371 (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTS ROBERT PARSLEY A.S.L.A. 4015 W. 81 STREET MIAMI, FL 33141 PHONE: 854-367-1144 FAX: 854-367-1145	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIORS DESIGN LICENSE NO. AA-0001488 MARCELO A. FRANKEL LICENSE NO. AR0007143 FRANKEL BENAYOUN, P.A. LICENSE NO. AR0017373 1177 KANE CONDOURSE, SUITE 100, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 866-3665 FAX: (305) 866-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM 	SIGNATURE _____ DATE _____	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	REVISION	DATE	BY																													DRAWING TITLE ROOF TOP RENDERING SCALE _____ DATE NOVEMBER 13, 2014 SHEET NUMBER A-0.04 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																						

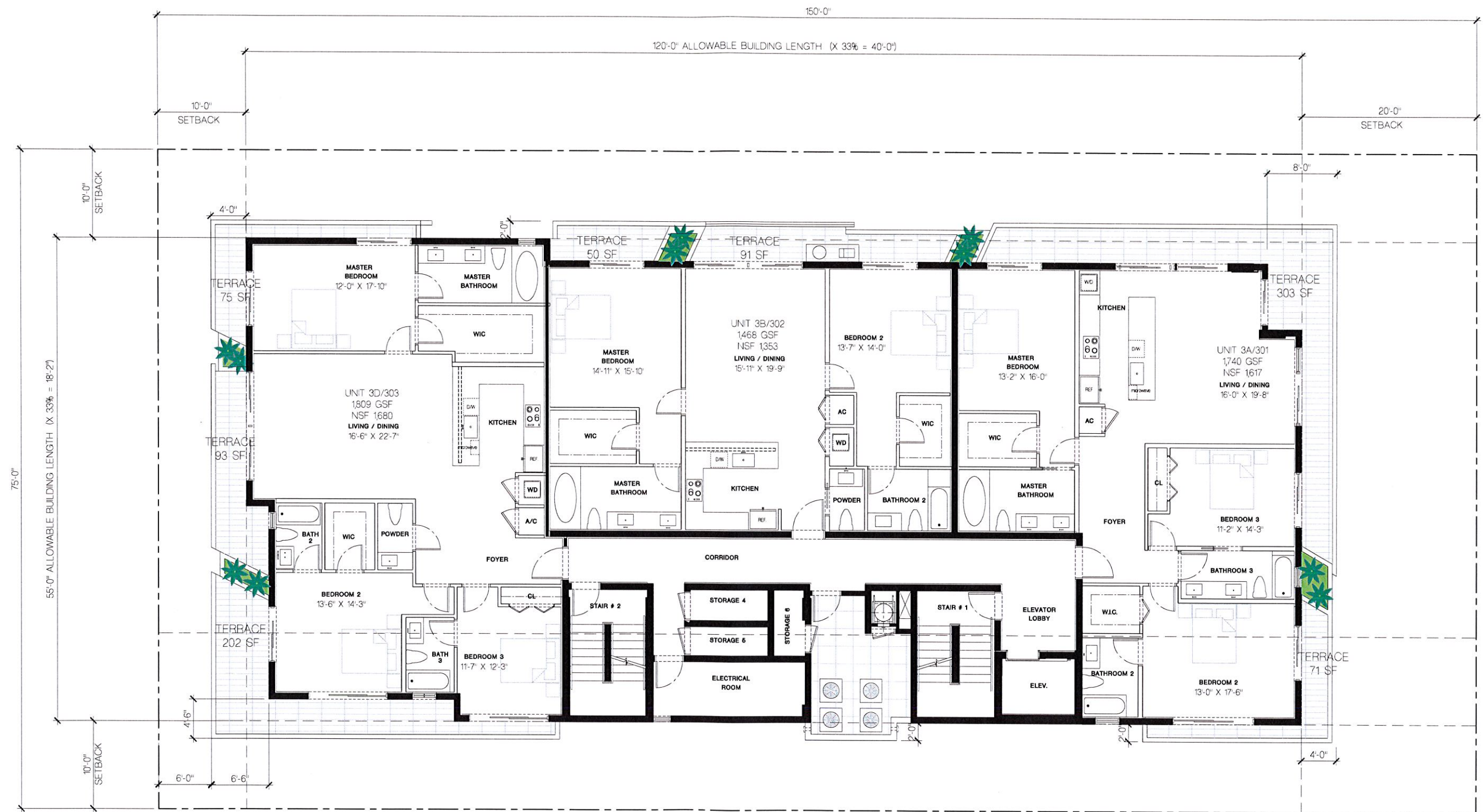


CM, ENG HOLLAND ENGINEERING INC. civil engineers 3800 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 • (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 1001 N.W. 11 STREET SUITE 101 FORT LAUDERDALE, FL 33304	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS INTERIOR DESIGN LICENSE NO. AX-0001484 MARCUS A. FRANKEL LICENSE NO. AR0007143 1170 BISCAYNE BOULEVARD SUITE 1200 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 858-3665 FAX: (305) 858-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO REVISION DATE BY DRAWING TITLE SITE PLAN SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-1.01 P&Z BOARD SUBMITTAL
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LEVEL 2 FLOOR PLAN (4,721 SF) + GYM (210 SF)
 SCALE 3/16" = 1'-0"

CIVIL ENG. HOLLAND ENGINEERING INC. civil engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 • (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH. GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 TEL: (305) 366-3665 FAX: (305) 366-3666 E-MAIL: INFO@FRANKELBENAYOUN.COM	STRUCTURAL ENG. 	MEP ENG. 	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001498 MARIE A. FRANKEL LICENSE NO. AR0007143 FRANK BENAYOUN LICENSE NO. AR0007373 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 366-3665 FAX: (305) 366-3666 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO. REVISION DATE BY 	DRAWING TITLE LEVEL 2 FLOOR PLAN SCALE 3/16" = 1'-0" DATE NOVEMBER 13, 2014 SHEET NUMBER A-1.02 P&Z BOARD SUBMITTAL
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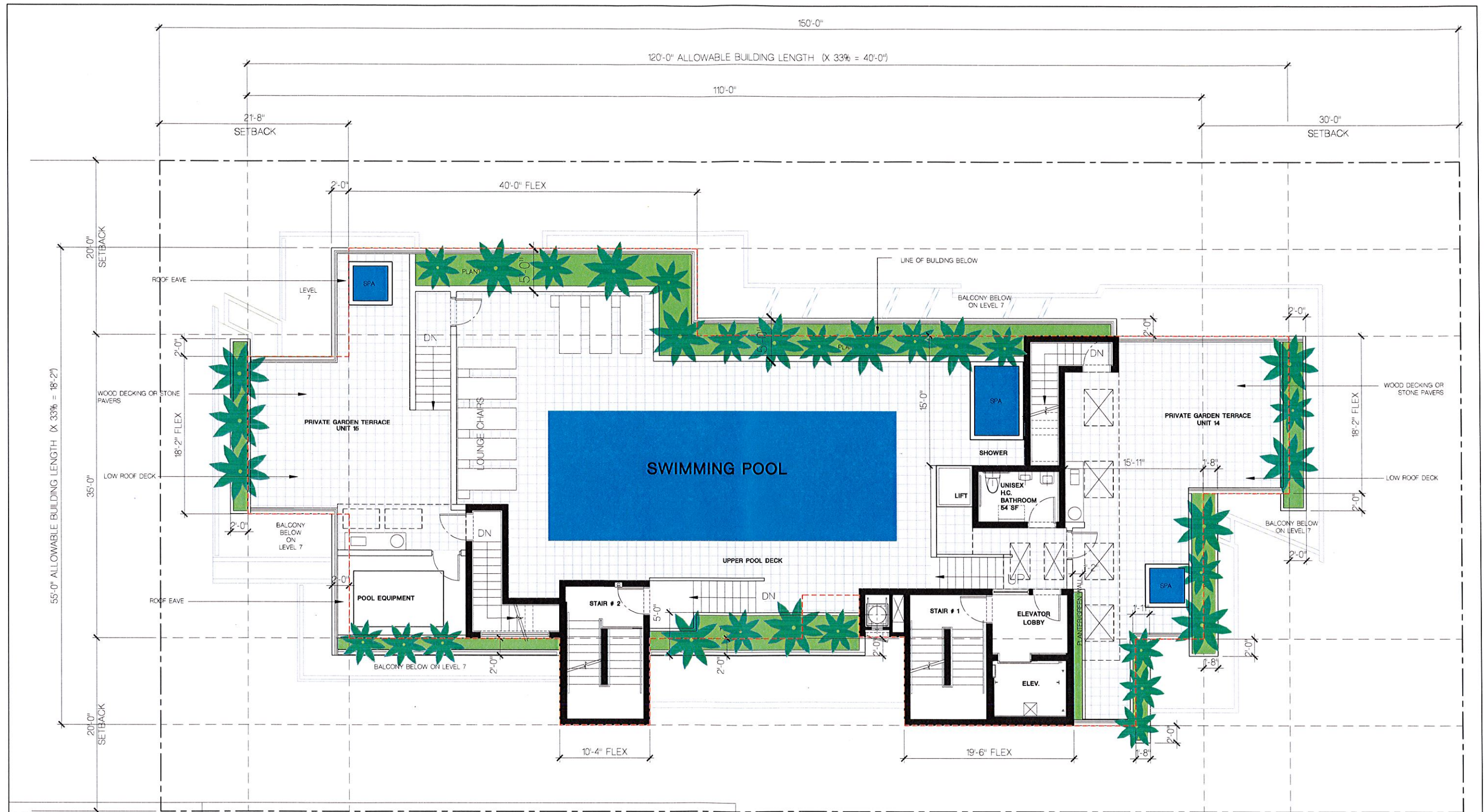
LEVEL 3 FLOOR PLAN (5,017 SF)

CIVIL ENG.

 **HOLLAND ENGINEERING INC.**
civil engineers

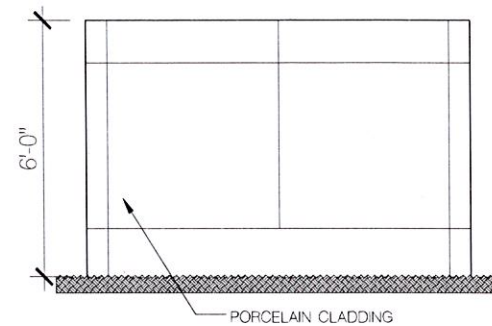
3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax

SUSAN C. HOLLAND, PE
Reg. no. 41831



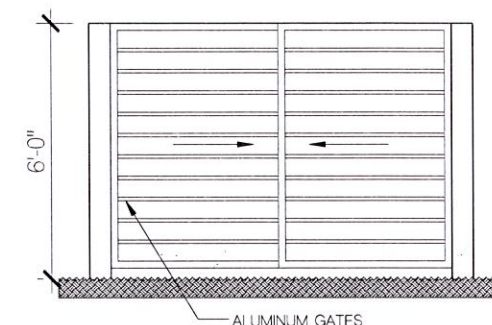
LANDSCAPING: TOTAL RECREATION DECK AREA = 2637 SF LANDSCAPE AREA REQUIRED (15% OF ROOF AREA) = 395 SF LANDSCAPED AREA PROVIDED (29% OF LOT AREA) = 771 SF	SWIMMING POOL: SWIMMING POOL AREA = 598 SF OCCUPANCY @150 = 12 ACCORDING TO FBC 2010 SWIMMING POOLS WITH BATHING LOAD OF 20 PERSONS OR LESS (1000 SF) MAY UTILIZE A UNISEX RESTROOM. ON SECTION 403.61 STATES THAT THE FIXTURE COUNT IS DEEMED TO BE ADEQUATE FOR POOL AND POOL DECK AREA THAT IS UP TO 3 TIMES THE AREA OF THE POOL SURFACE FOR A 1000 SF POOL WITH OCCUPANCY OF 20 IT ACCOUNTS FOR A DECK AREA OF 3000 SF. THE PROPOSED POOL DECK AREA IS 2219 SF, THEREFORE ONE UNISEX BATHROOM MAY ACCOMMODATE ITS NEEDS
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O&A ENG HOLLAND ENGINEERING INC. 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 - (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 1001 S.W. 4TH STREET - MIAMI, FL 33135 TEL: (305) 441-5400 FAX: (305) 441-5401	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001454 MARCUS A. FRANKEL LICENSE NO. AR0001143 FRANKEL BENAYOUN FIRM LICENSE NO. AR0001993 1177 KANE CONCOURSE SUITE 120 BAY HARBOR ISLANDS, FLORIDA 33154 TEL: (305) 441-5400 FAX: (305) 441-5401 E-MAIL: INFO@FRANKELBENAYOUN.COM	ROOF LEVEL FLOOR PLAN SCALE: 3/16" = 1'-0"	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION	DATE	BY																																									DRAWING TITLE ROOF LEVEL FLOOR PLAN SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-108 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																																		



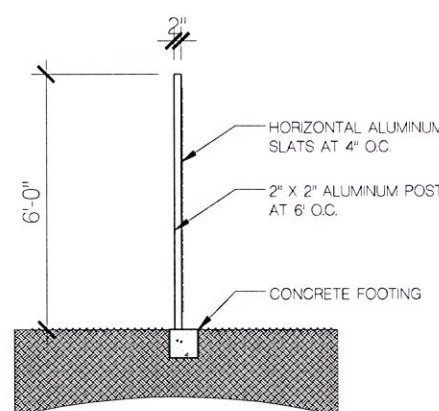
DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



DUMPSTER ENCLOSURE

SCALE: 1/2" = 1'-0"



FENCE SECTION [SIDE YARD]

SCALE: 1/2" = 1'-0"

ELEVATOR SHAFT

CONCRETE TRELLIS

CONCRETE EYEBROW

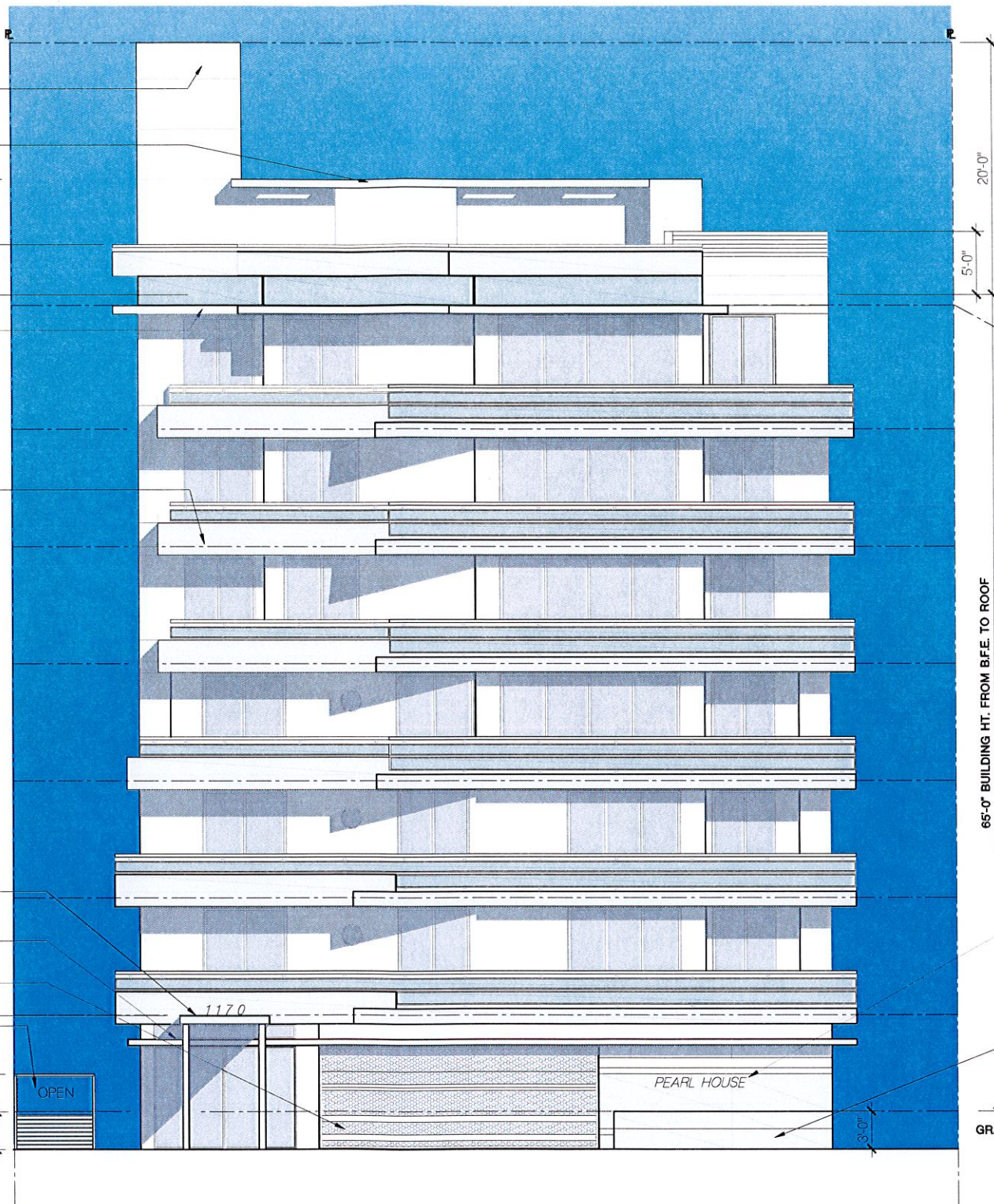
MASONRY & GLASS RAIL WITH
HORIZONTAL METAL TOP
MEMBER

CONCRETE CANOPY WITH
ADDRESS SIGN ABOVE

CONCRETE EYEBROW

METAL GATE

CONTINUOUS 6'-0"
ALUMINUM W/ HORIZONTAL SLATS



ELEV 70'-0" BFE = 78'-0" NGVD
FFE UPPER ROOF DECK

ROOF

ELEV 65'-0" BFE = 73'-0" NGVD
FFE ROOF
ELEV +64'-2" BFE = 72'-17" NGVD
T.O.S. ROOF

7

ELEV +54'-4" BFE = 62'-4" NGVD
T.O.S. LEVEL 7

6

ELEV +45' BFE = 53' NGVD
T.O.S. LEVEL 6

5

ELEV +35'-8" BFE = 43'-8" NGVD
T.O.S. LEVEL 5

4

ELEV +26'-4" BFE = 34'-4" NGVD
T.O.S. LEVEL 4

3

ELEV +17' BFE = 25' NGVD
T.O.S. LEVEL 3

LOCATION FOR BUILDING
NAME/SIGN

2

ELEV +7'-8" BFE = 15'-8" NGVD
T.O.S. LEVEL 2

PEARL COLORED
STONE/PORCELAIN WALL
CLADDING TO 3' HT.

1

BFE
ELEV 0' BFE = 8'-0" NGVD

GRADE

ELEV -3'-0 1/4" BFE = 4'-11 3/4" NGVD
FFE / BUILDING ENTRY

65'-0" BUILDING HT. FROM BFE TO ROOF

NORTH ELEVATION

SCALE: 3/16" = 1'-0"

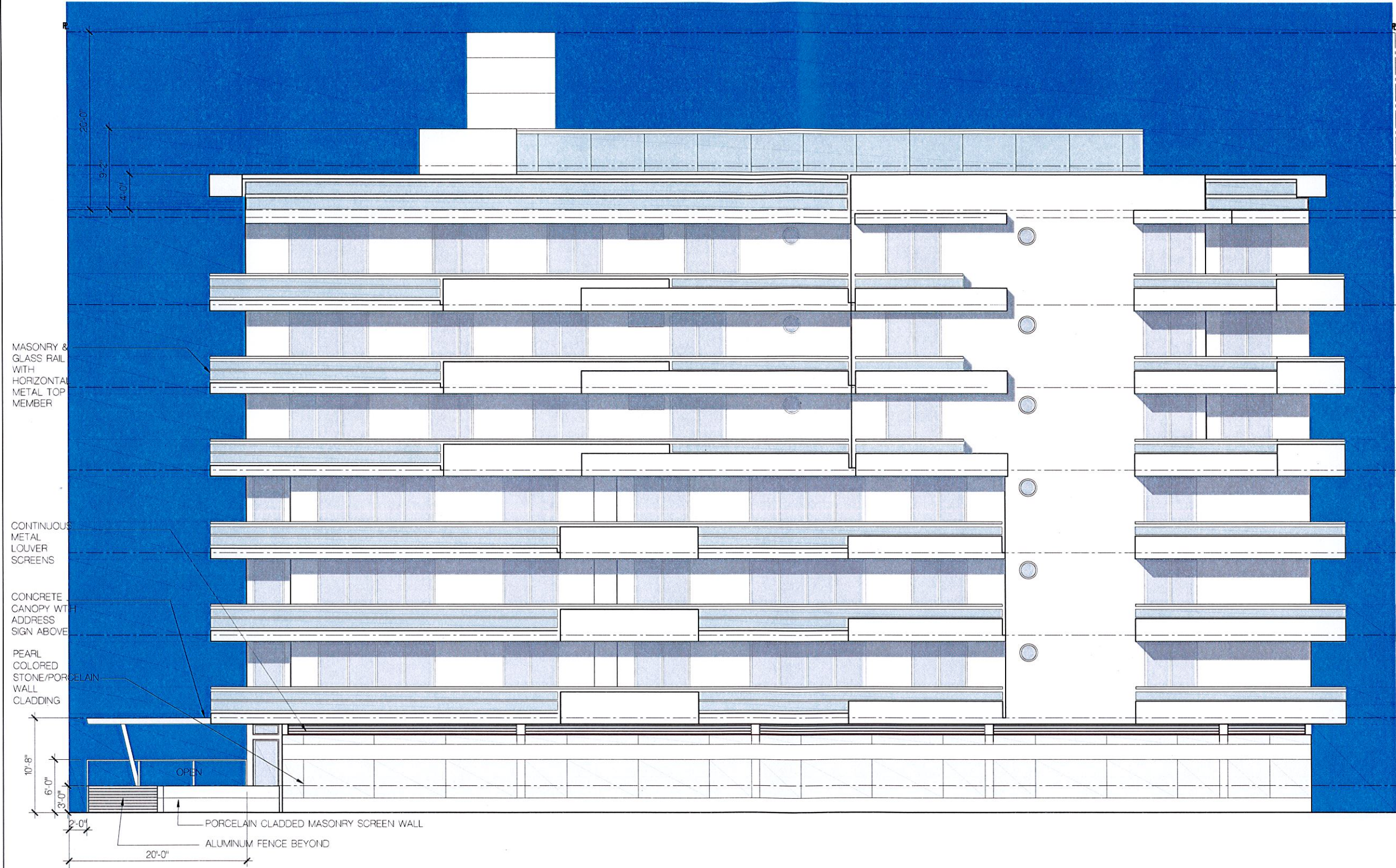
CIVIL ENG. HOLLAND ENGINEERING INC. civil engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (854)367-0371 • (854)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH. GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.A. 200 S.W. 11 STREET, SUITE 111 MIAMI, FLORIDA 33135	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001484 MARQUE A. FRANKEL, LICENSE NO. AR0001143 FRANK BENAYOUN, LICENSE NO. AR0011273 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 858-3885 FAX: (305) 858-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO. REVISION DATE BY	DRAWING TITLE NORTH ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-2.01 P&Z BOARD SUBMITTAL
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NORTH LANDSCAPED ELEVATION

SCALE: 3/16" = 1'-0"

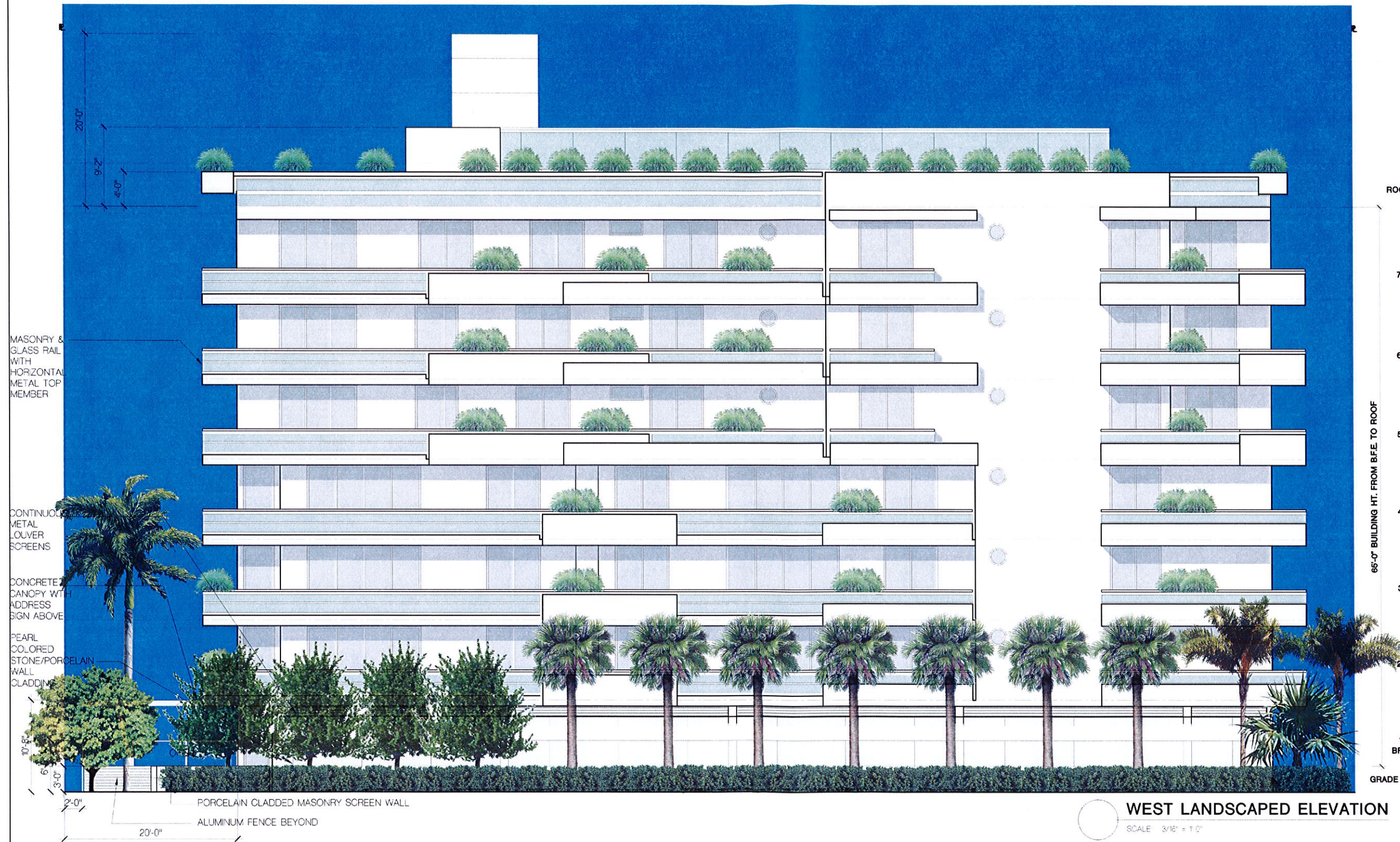
HOLLAND ENGINEERING INC. Civil Engineers 1500 HOLLYWOOD BLVD. SUITE 100, HOLLYWOOD, FL 33021 (954) 267-2371 • (954) 267-0372 Fax SUSAN C. HOLLAND, PE Reg. No. 41831	GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.I.A. 1000 N. W. 103RD ST., SUITE 101, MIAMI, FL 33167 PHONE: 781-457-9600 FAX: 781-457-9601	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, L.L.C. 200 BISCAYNE BOULEVARD, SUITE 4705 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS INTERIORS DESIGN LICENSED ARCHITECTS 1170 KANE CONCOURSE, SUITE 100, BAY HARBOR ISLANDS, FLORIDA 33154 PHONE: 781-457-9600 FAX: 781-457-9601 E-MAIL: TUD@FRANKELBENAYOUN.COM	NO. REVISION DATE BY	NORTH ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 4, 2014 SHEET NUMBER: A-2.01 F&Z BOARD SUBMITTAL
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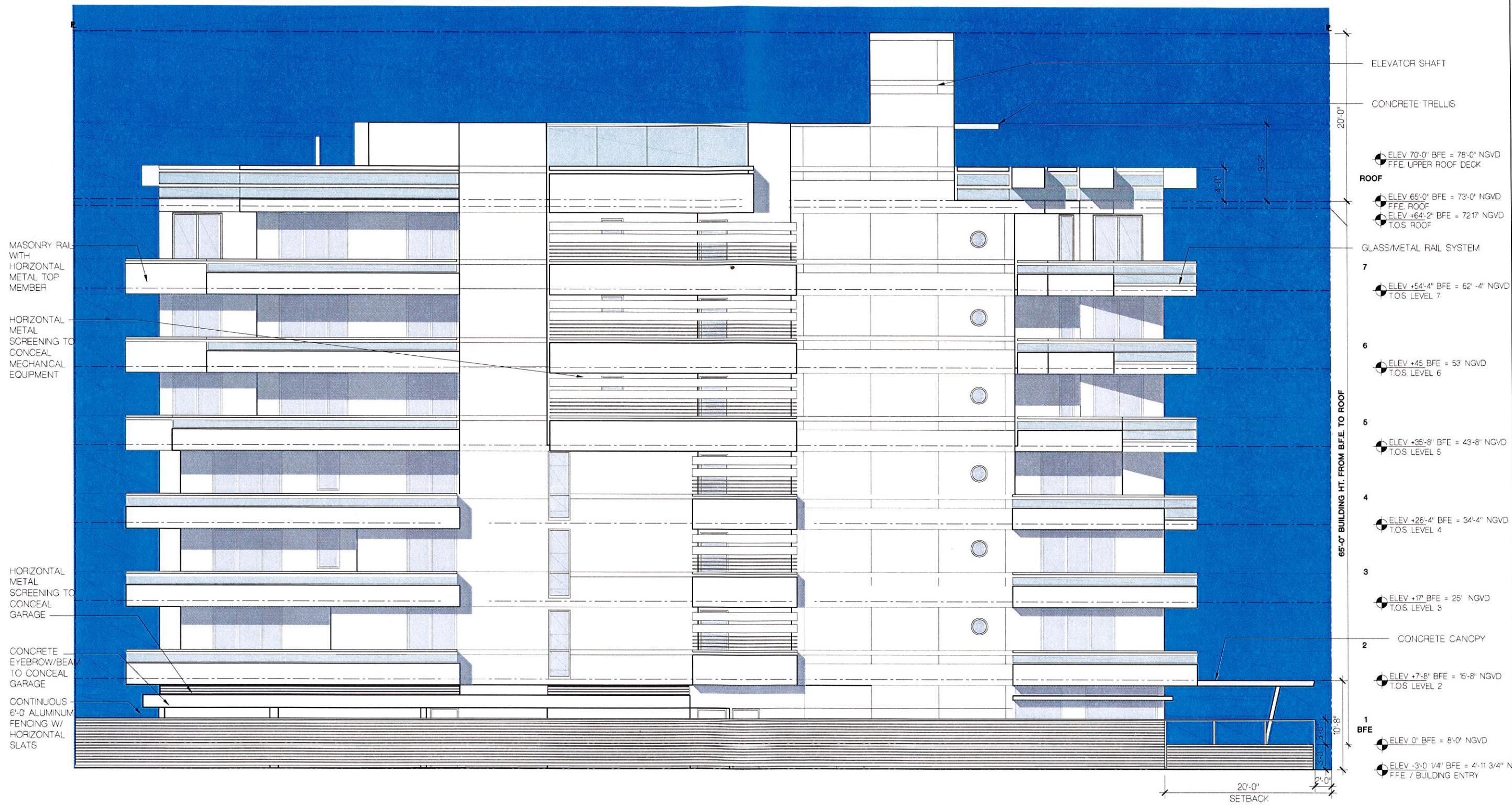
- ROOF
- ELEV 70'-0" BFE = 78'-0" NGVD
F.F.E. UPPER ROOF DECK
 - ELEV 65'-0" BFE = 73'-0" NGVD
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- 4
- ELEV +26'-4" BFE = 34'-4" NGVD
T.O.S. LEVEL 4
- 3
- ELEV +17' BFE = 25' NGVD
T.O.S. LEVEL 3
- 2
- ELEV +7'-8" BFE = 15'-8" NGVD
T.O.S. LEVEL 2
- 1 BFE
- ELEV 0" BFE = 8'-0" NGVD
- GRADE
- ELEV -3'-0 1/4" BFE = 4'-11 3/4" NGVD
F.F.E. / BUILDING ENTRY

WEST ELEVATION
SCALE: 3/16" = 1'-0"

CAL. ENG. HOLLAND ENGINEERING INC. Civil Engineers 3800 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 - (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH. GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 400 S.W. 41 STREET - MIAMI, FL 33135 PHONE: 313-461-0441 FAX: 313-461-0442	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-C001458 MARQUE A. FRANKEL - LICENSE NO. AR000143 FRANKEL BENAYOUN FIRM INC. LICENSE NO. AR0012273 1177 KANE CONDOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (202) 658-1645 FAX: (202) 658-3650 E-MAIL: INFO@FRANKELBENAYOUN.COM	NO. REVISION DATE BY	DRAWING TITLE WEST ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER A-2.02 P&Z BOARD SUBMITTAL
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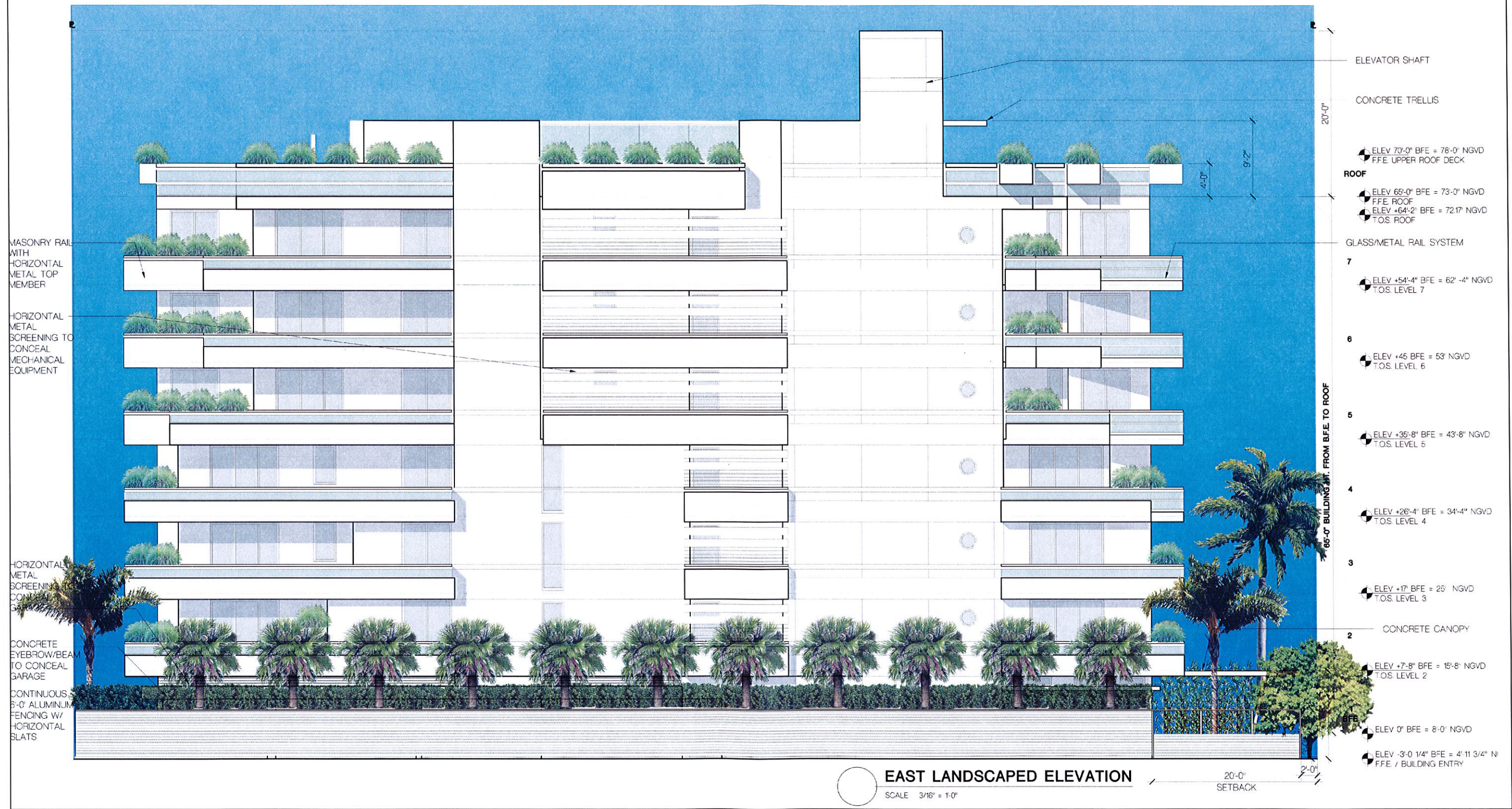


DATE: 11/04/2014 HOLLAND ENGINEERING INC. Engineers 3300 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 3302 (954) 351-1121 (954) 351-1122 Fax SUSAN C. HOLLAND, PE REG. NO. 47851	LANDSCAPE ARCH: GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARKLEY A.S.L.A. 1100 N. W. STREET, SUITE 110 TALLAHASSEE, FL 32304	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER: PEARL HOUSE, LLC 300 BISCAYNE BOULEVARD, SUITE 4750 MIAMI, FLORIDA 33139	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIORS LICENSE NO. AA00001444 MEMBER OF THE FLORIDA ARCHITECTS ASSOCIATION 1997 PAPER CONSTRUCTION, ELEV. 125 - BAY HARBOR ISLANDS, FLORIDA 33154 300 BISCAYNE BOULEVARD, SUITE 4750, MIAMI, FLORIDA 33139 P. (305) 581-1100 F. (305) 581-1101 WWW.FRANKELBENAYOUN.COM	NO. 1 REVISION DATE BY	DRIVER TITLE: WEST ELEVATION SCALE: 3/16" = 1'-0" DATE: NOVEMBER 4, 2014 SHEET NUMBER: A-2.02 PLZ BOARD SUBMITAL
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EAST ELEVATION
SCALE: 3/16" = 1'-0"

CIV. ENG.  HOLLAND ENGINEERING INC. civil engineers 3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0371 (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTS ROBERT PARSLEY A.S.A. 4001 N.W. 11 STREET MIAMI, FL 33147 PHONE: (305) 456-1940 FAX: (305) 456-1940	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001488 ENGINEER NO. AR0007143 FRANK BENAYOUN, FLSHAM LICENSE NO. AR0017373 1177 KANE CONDOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 888-3845 FAX: (305) 888-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM 	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table> SIGNATURE DATE	NO.	REVISION	DATE	BY																	DRAWING TITLE EAST ELEVATION SCALE 3/16" = 1'-0" DATE NOVEMBER 13, 2014 SHEET NUMBER A-2.03 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																									



DATE ENG HOLLAND ENGINEERING INC. 2890 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954) 367-0371, (954) 367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY, A.S.L.A. 1801 SW 41 STREET MIAMI, FL 33135 PHONE: 783-207-7400 FAX: 783-207-7474	STRUCTURAL ENG	MEP ENG	CITY/STATE OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD, SUITE 4705 MIAMI, FL 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33434	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS DESIGN JENNIFER W. FRANKEL, AIA, LEED AP, NCARB FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS 1170 KAZZ CONDOURSE, SUITE 110 BAY HARBOR ISLANDS, FLORIDA 33434 PH: 305-367-1000 FAX: 305-367-1001 E-MAIL: INFO@FRANKELBENAYOUN.COM	DATE	NOVEMBER 4, 2014	EAST ELEVATION SCALE 3/16" = 1'-0" A-2.03 PAZ (CARE) SUBMITTAL
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METAL & GLASS GUARD RAIL
AROUND THE UPPER POOL
DECK TO 48" HT.

20'-0"

9'-2"

4'-0"

MASONRY & GLASS RAIL WITH
HORIZONTAL METAL TOP
MEMBER

MASONRY PLANTER WALL

CONTINUOUS METAL LOUVER
SCREENS

PEARL COLORED
STONE/PORCELAIN WALL
CLADDING

ELEV 70'-0" BFE = 78'-0" NGVD
FFE UPPER ROOF DECK

ROOF

ELEV 65'-0" BFE = 73'-0" NGVD
FFE ROOF
ELEV +64'-2" BFE = 72'-17" NGVD
T.O.S. ROOF

7

ELEV +54'-4" BFE = 62'-4" NGVD
T.O.S. LEVEL 7

6

ELEV +45' BFE = 53' NGVD
T.O.S. LEVEL 6

5

ELEV +35'-8" BFE = 43'-8" NGVD
T.O.S. LEVEL 5

4

ELEV +26'-4" BFE = 34'-4" NGVD
T.O.S. LEVEL 4

3

ELEV +17' BFE = 25' NGVD
T.O.S. LEVEL 3

2

ELEV +7'-8" BFE = 15'-8" NGVD
T.O.S. LEVEL 2

1

ELEV 0' BFE = 8'-0" NGVD

GRADE

ELEV -3'-0 1/4" BFE = 4'-11 3/4" NGVD
FFE / BUILDING ENTRY

65'-0" BUILDING HT. FROM BFE TO ROOF



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

CIVIL ENG.

HOLLAND ENGINEERING INC.
Civil Engineers

3900 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTS

ROBERT PARSLEY A.S.L.A.
200 S.W. 41 STREET, MIAMI, FL 33134
PHONE: 753-6000 FAX: 753-6000

STRUCTURAL ENG.

MEP ENG.

CONTRACT OWNER

PEARL HOUSE, LLC
200 BISCAYNE BOULEVARD SUITE 4709
MIAMI, FLORIDA 33131

PEARL HOUSE

NEW CONDOMINIUM BUILDING

1170 101 STREET

BAY HARBOR ISLANDS, FLORIDA 33154

**FRANKEL BENAYOUN
ARCHITECTS INC.**
ARCHITECTS PLANNERS DESIGN

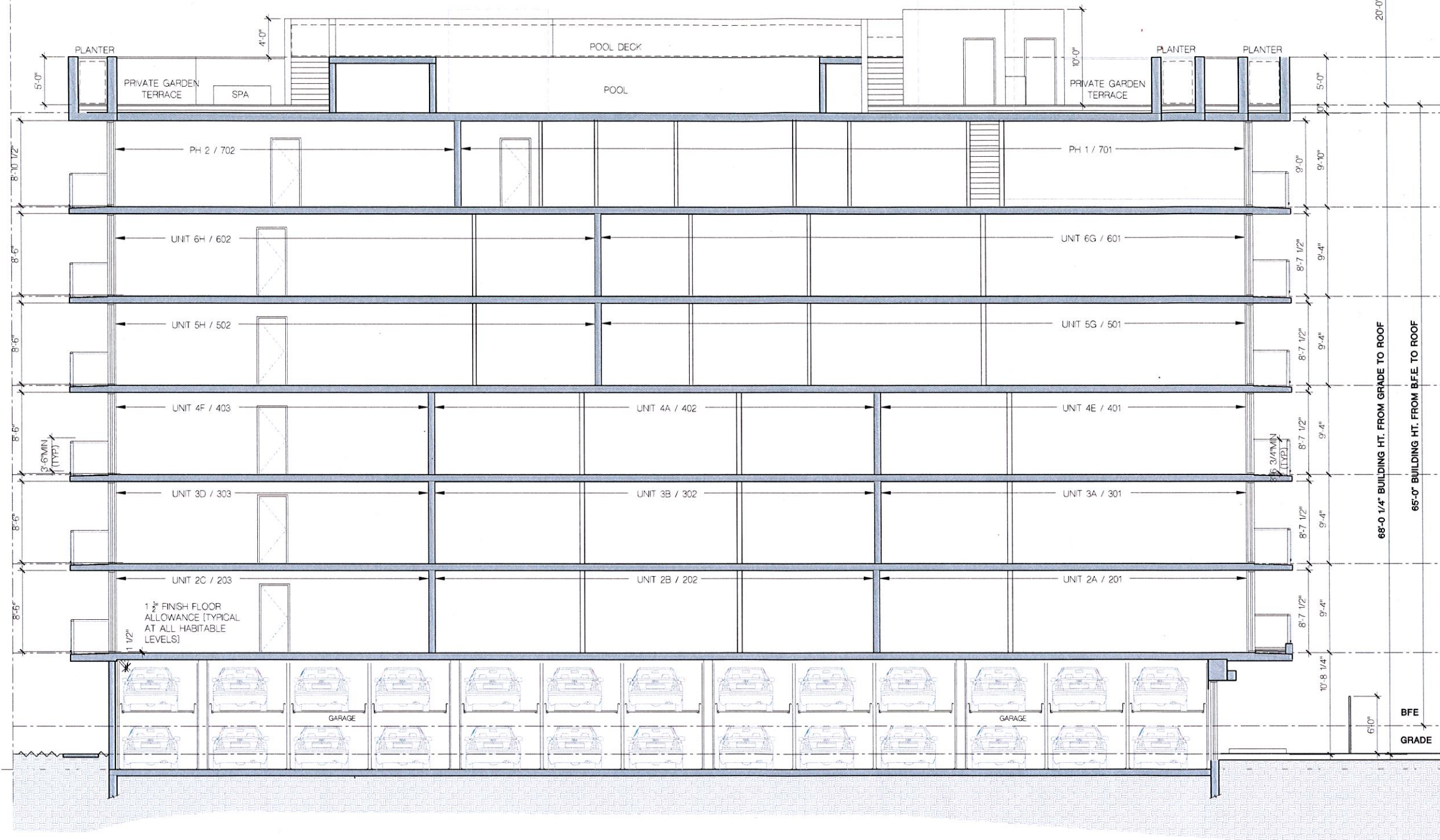
LICENSE NO. AA-C001494
MARCOUS A. FRANKEL LICENSE NO. AR0001143
FRANKEL BENAYOUN FRANKEL LICENSE NO. AR0001275
1177 KANE CONDOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154
P: (305) 888-3880 FAX: (305) 888-3880
E-MAIL: INFO@FRANKELBENAYOUN.COM



SIGNATURE DATE

NO.	REVISION	DATE	BY

SOUTH ELEVATION
SCALE: 3/16" = 1'-0" DATE: NOVEMBER 13, 2014
SHEET NUMBER: **A-2.04**
P&Z BOARD SUBMITTAL



ROOF	ELEV 70'-0" BFE = 78'-0" NGVD F.F.E. UPPER ROOF DECK
	ELEV 65'-0" BFE = 73'-0" NGVD F.F.E. ROOF
	ELEV +64'-2" BFE = 72.17' NGVD T.O.S. ROOF
7	ELEV +54'-4" BFE = 62'-4" NGVD T.O.S. LEVEL 7
6	ELEV +45' BFE = 53' NGVD T.O.S. LEVEL 6
5	ELEV +35'-8" BFE = 43'-8" NGVD T.O.S. LEVEL 5
4	ELEV +26'-4" BFE = 34'-4" NGVD T.O.S. LEVEL 4
3	ELEV +17' BFE = 25' NGVD T.O.S. LEVEL 3
2	ELEV +7'-8" BFE = 15'-8" NGVD T.O.S. LEVEL 2
1	ELEV 0" BFE = 8'-0" NGVD ELEV -2'-11" BFE = 5'-1" NGVD F.F.E. / BUILDING ENTRY ELEV -4'-6 1/2" BFE = 3'-5 1/2" NGVD T.O.S. / GARAGE

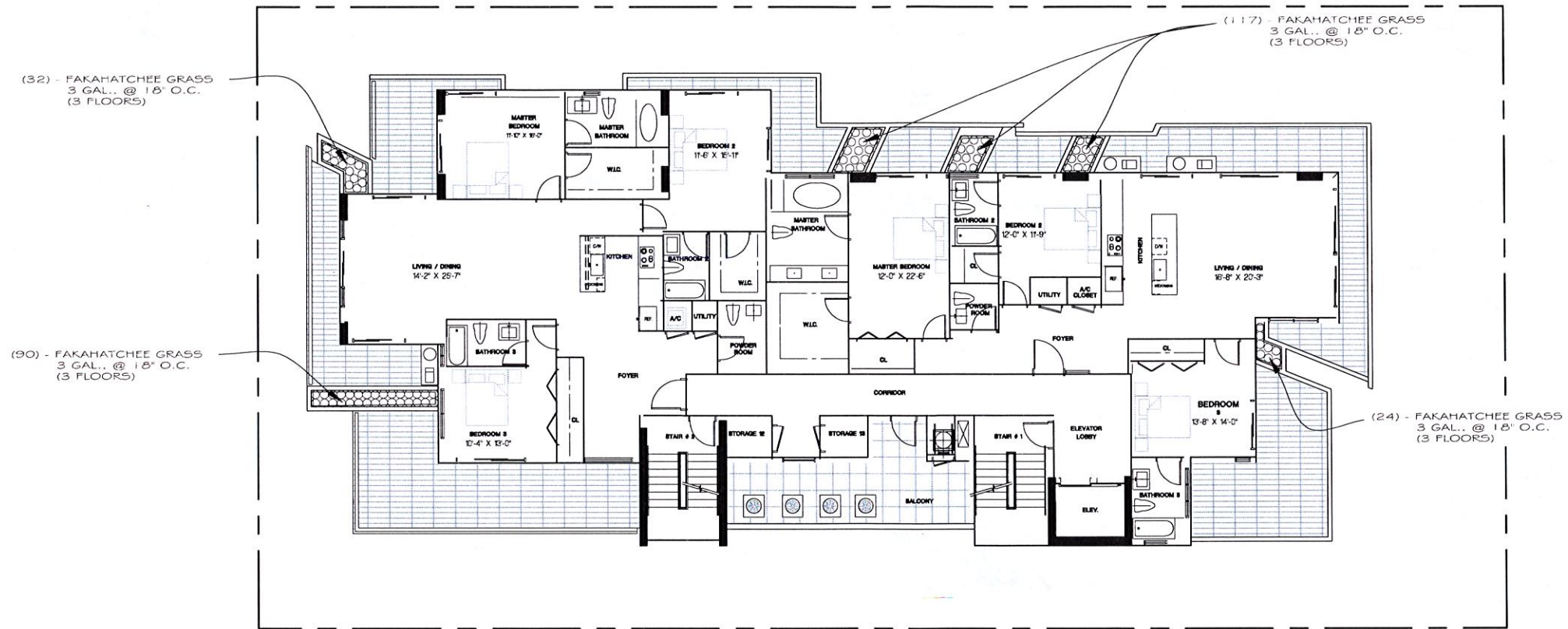


SECTION

SCALE 3/16" = 1'-0"

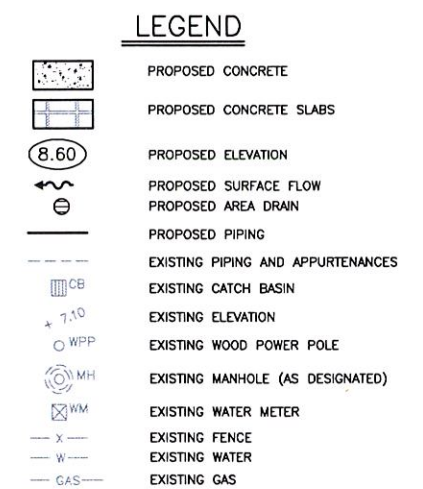
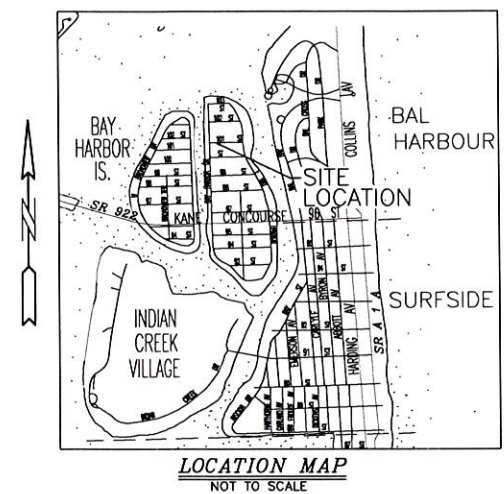
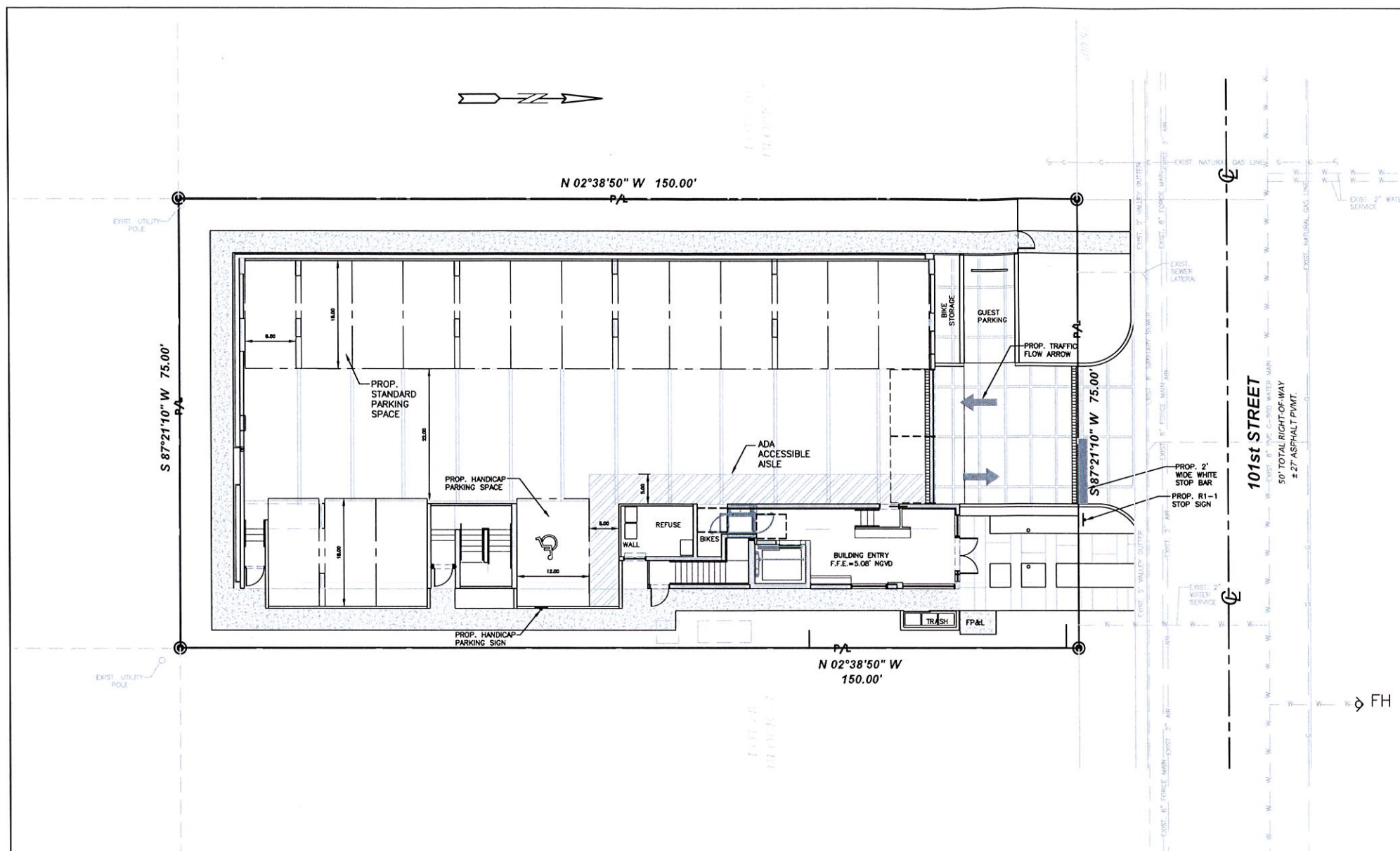
CIV. ENG.  HOLLAND ENGINEERING INC. Civil Engineers 3900 HOLLYWOOD BOULEVARD- HOLLYWOOD, FL - 33021 (954)367-0371 - (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTS/PLANNERS ROBERT PARSLEY A.S.L.A. 200 N. W. 17TH ST. SUITE 100 MIAMI, FL 33136 FAX: 305.441.4444	STRUCTURAL ENG.	MEP ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001454 MANUEL A. FRANKEL LICENSE NO. AR0007143 FRANK BENAYOUN LICENSE NO. AR0017973 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 858-3445 FAX: (305) 858-3550 E-MAIL: INFO@FRANKELBENAYOUN.COM 	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table> SIGNATURE DATE	NO.	REVISION	DATE	BY																																					DRAWING TITLE SECTION SCALE 3/16" = 1'-0" DATE NOVEMBER 13, 2014 SHEET NUMBER A-3.01 P&Z BOARD SUBMITTAL
NO.	REVISION	DATE	BY																																													

5/20/2014 3:50 PM J:\PROJECTS\FRANKEL-BENAYOUN MULTIPLE PROJECTS\2014\170-101 ST PEARL HOUSE-PEARL HOUSE PLANTING.DWG

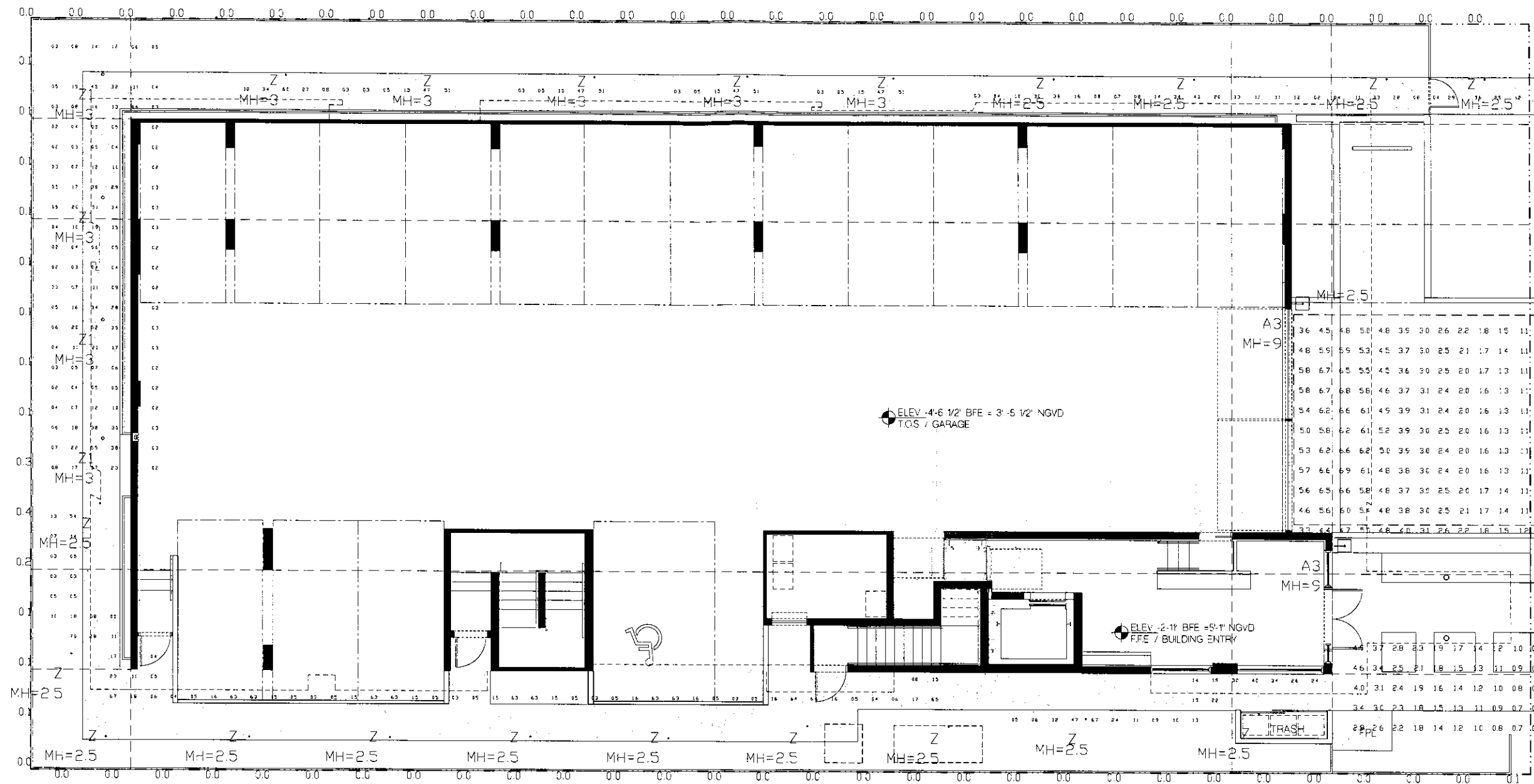


LEVELS 5,6 & 7 PLANTING PLAN 
SCALE: 1/8" = 1'-0"

O&L ENG	LANDSCAPE ARCH  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 4601 S.W. 117 STREET SUITE 101 MIAMI, FL 33154	STRUCTURAL ENG	MEP ENG	CONTRACT OWNER	DIMITRY ROMANTSOV & ROMAN TEMPKIN 200 BISCAYNE BOULEVARD WAY SUITE 4709 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-0001484 NATHAN A. FRANKEL LICENSE NO. AR0002143 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 856-3855 FAX: (305) 856-3850 E-MAIL: INFO@FRANKELBENAYOUN.COM 	SIGNATURE DATE	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	REVISION	DATE	BY																													DRAWING TITLE LEVELS 5,6 & 7 PLANTING PLAN SCALE: 1/8" = 1'-0" DATE: OCTOBER 13, 2014 SHEET NUMBER L-3 P&Z BOARD SUBMITTAL
									NO.	REVISION	DATE	BY																														



3/30/2014 3:30 PM 1:13 SIGNATURE DATE	LANDSCAPE ARCH. DATE	STRUCTURAL ENG. DATE	MEP ENG. DATE	CONTRACT OWNER DIMITRY ROMANTSOV & ROMAN TEMPKIN 200 BISCAMITE BOULEVARD WAY SUITE 4705 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. PLANNERS INTERIOR DESIGN LICENSE NO. AA-C0011484 MARCUS A. FRANKEL, LICENSE NO. AR00011143 FRANK BENAYOUN, FLSBEN, LICENSE NO. AR00019935 1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (954) 367-0371 FAX: (954) 367-0372 E-MAIL: INFO@FRANKELBENAYOUN.COM 	CIVIL ENG. HOLLAND ENGINEERING INC. civil engineers 3600 HOLLYWOOD BLVD., SUITE 303 - HOLLYWOOD, FL - 33021 (954)367-0371, (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831 SIGNATURE DATE FR7325	NO. REVISION DATE BY <
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Numeric Summary					
Project: Millennium 930: REV1					
Label	Avg	Max	Min	Avg/Min	Max/Min
SIDEWALK (SOUTH) Planar	2.11	7.0	0.3	7.03	23.33
PROP. LINE	0.03	0.4	0.0	0.00	0.00
ENTRANCE & LOADING	3.06	6.9	0.6	5.10	11.50
SIDEWALK TO MAIN ENTRANCE	5.34	18.3	1.5	3.56	12.20
SIDEWALK (NORTH)	1.55	4.3	0.2	7.75	21.50
SIDEWALK (RIGHT TOP)_6_P	1.21	6.0	0.2	6.05	30.00

Luminaire Schedule						
Project: D Group - Apartment Building						
Symbol	Qty	Label	Description	NOTE	Lumens	LLF
	2	A3	DECORATIVE ACORN 175W MH WALL MNT		16000	0.750
	4	Z1	BEGA B582 40WT3DCB (BOLLARD)		540	0.750
	19	Z	BEGA B685 40WT3DCB (BOLLARD)		540	1.000
	5	AA	LUMINAIRE: ARV13 226PL		1800	0.750

SITE PLAN
SCALE: 1/8" = 1'-0"

HOLLAND ENGINEERING INC. Civil Engineers 3830 HOLLYWOOD BOULEVARD - HOLLYWOOD, FL - 33021 (954)367-0377 - (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831	LANDSCAPE ARCH.	STRUCTURAL ENG.	MECH. ENG.	CONTRACT OWNER PEARL HOUSE, LLC 200 BISCAYNE BOULEVARD, SUITE 4700 MIAMI, FLORIDA 33131	PEARL HOUSE NEW CONDOMINIUM BUILDING 1170 101 STREET BAY HARBOR ISLANDS, FLORIDA 33154	FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS LICENSE NO. AA-0001484 MARQUEE A. FRANKEL, LICENSE NO. AR0007143 PETER BENAYOUN, LICENSE NO. AR0007275 1177 BAYVIEW BLVD., SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 886-3845 FAX: (305) 886-3850 E-MAIL: FRANKELBENAYOUN@GMAIL.COM	NO. REVISION DATE BY DRAWING FILE	SITE PLAN - PHOTOMETRIC SCALE: 1/8" = 1'-0" DATE: NOVEMBER 13, 2014 SHEET NUMBER: E-100 P&Z BOARD SUBMITTA
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7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES. INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP *mjm*

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 6/1/2015

Re: Transfer of Development Rights (TDR)

CC:

Pearl House (15 Total DU)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request – 3 Private DU

Donor Site: 9900 E. Bay Harbor Dr. / Lot 20 of Block 8 (9900 Townhomes)

Receiving Site: 1170 101st Street / Lot 9 of Block 7 (Pearl House)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the **receiving site** (Pearl House) was granted Site Development Plan approval by the Town's PZ Board on January 6th, 2015 for a total of 15 DU. The allowable base zoning density of 34 DUA would allow 9 DU on the receiving site (.26 acres X 34 DUA = 8.84 or 9 DU). Since the proposed project includes 15 total dwelling units this requires the acquisition of 6 TDR units.

The donor site has been approved by the Planning and Zoning Board (1/21/14) for a 6 DU Townhouse development known as 9900 Townhomes. A demo permit has been issued for the site (survey shows the lot is now vacant) and the Building Permit plans are currently under review by the Town; initial construction has not yet commenced. The donor site, as currently approved by the PZB and currently shown on the BP plans, will be developed as a single-lot / 3-story / 6 DU townhouse complex. The donor site is located on Lot 20 of Block 8. The survey submitted to MMPA, shows the donor site never conveyed the 11-foot right-of-way to the Town for parking as many others did in the past. The lot is a full lot. The total donor site land area is 11,408 sq. ft. / .26 acres is size according to the survey and is entitled to 9 DU (.26 acres at 34 DUA = 8.84 or 9 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). With 6 DU approved for the site and 9 DU allowed by right, the donor site has the ability to convey the three (3) TDR units requested. If the 3 TDR units requested are approved, the receiving site will still need to acquire an additional 3 TDR units.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



9900 East Bay Harbor Drive



1170 101 Street

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 16.

ITEM: Discussion requested by Council Member Yaffe to support the 1,000,000 Trees Campaign. Enclosed find an application for the Tree City USA and related back up information.

DESCRIPTION:

The Million Trees Miami Campaign is a community wide effort to plant 1 million trees by 2020 in order to achieve 30% tree canopy for Miami-Dade County. This campaign promotes a health and sustainable urban forest to achieve social, economic and environmental benefits.

Enclosed is an application for the Tree City USA , fees and requirements.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary
Robert Yaffe, Mayor

ATTACHMENTS

1.	Tree City USA Brochure	promo tree city.pdf
2.	Tree City USA	Tree city usa application.pdf



Why your city should become a Tree City USA Community

The Tree City USA program provides direction, assistance, and national recognition to your community by supporting the framework for a sustainable urban forest.

- **Reduce costs** for energy, storm water management, and erosion control. Trees yield up to three times their cost in overall benefits to the city, averaging \$273 per tree.
- **Cut energy consumption** by up to 25%. Studies indicate that as few as three additional trees planted around each building in the United States could save our country \$2 billion, annually, in energy costs.
- **Boost property values** across your community. Properly placed trees can increase property values from 7-21% and buildings in wooded areas rent more quickly and tenants stay longer.
- **Build stronger ties** to your neighborhood and community. Trees and green spaces directly correlate to greater connections to the neighborhood and neighbors.
- **Honor your community** and demonstrate your commitment to a healthier environment through Arbor Day celebrations and Tree City USA recognition.

Learn More: www.arborday.org/TreeCity
(888)448-7337
E-mail: TreeCity@arborday.org

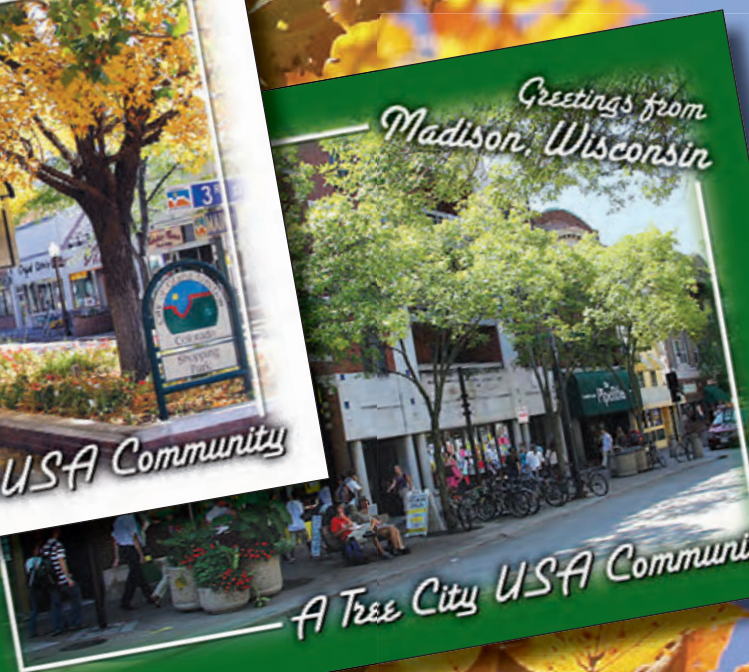


*Greetings from
Grand Junction, Colorado*



A Tree City USA Community

*Greetings from
Madison, Wisconsin*



A Tree City USA Community

Photo courtesy of Dan Burden (Glattling, Jackson Kercher & Anglin)

Photo courtesy of Dan Burden (Glattling, Jackson Kercher & Anglin)

TREE CITY USA® APPLICATION

Select one: ☐ First Time Applicant OR ☐ Recertification



TREE CITY USA status is awarded for work completed by the community during the calendar year. Please contact your State Urban Forestry Coordinator for your state's deadline, mailing address and any additional information required by your state. The common deadline is December 31 but can vary by state. Completed applications with attachments can be mailed to your State Urban Forestry Coordinator. To apply online and for additional information, please visit **portal.arboday.org**.

Community Information

Community Name (as it should appear on recognition materials) _____

Community Website _____

Mayor or Equivalent

First Name _____ Last Name _____

Professional Title _____

Address _____

City _____ State _____ Zip Code _____

Email Address _____

Phone Number (ex. 402-473-9553) _____ Fax Number _____

City Forestry Contact: Person who is responsible for completing and answering questions about this application.

First Name _____ Last Name _____

Professional Title _____

Address _____

City _____ State _____ Zip Code _____

Email Address _____

Phone Number (ex. 402-473-9553) _____ Fax Number _____

Standard ①: Tree Board or Department

Frequency of Tree Board Meetings: ☐ Weekly ☐ Bi weekly ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

Chairperson: If your city or town has a Tree Board, list your chairperson or head board member. If your city or town doesn't have a Tree Board, list your city department or manager.

First Name _____ Last Name _____

Professional Title _____

Address _____

City _____ State _____ Zip Code _____

Email Address _____

Phone Number (ex. 402-473-9553) _____ Fax Number _____

Other Tree Board Members or Staff

First Name _____ Last Name _____

First Name _____ Last Name _____

First Name _____ Last Name _____

First Name _____ Last Name _____

If additional Tree Board members are needed, please attach.

OVER

– Page 1 of 2 –

Standard ②: A Community Tree Ordinance

Date Current Tree Ordinance was established _____

NEW Applicants (required): ☐ Current ordinance is attached.

RECERTIFICATIONS: ☐ Our ordinance as last submitted is unchanged and still in effect.
☐ Our ordinance has been changed. The new version is attached.

Standard ③: A Community Forestry Program with an Annual Budget of at Least \$2 per capita

Community Population _____

To review program standards and application resources, visit arborday.org/treecity.

Tree Planting and Initial Care\$ _____

Tree Maintenance\$ _____

Tree Removals\$ _____

Management\$ _____

Utility Line Clearance.....\$ _____

Volunteer Time\$ _____

Other (please explain) _____ \$ _____

Total Community Forestry Expenditures.....\$ _____

Please attach Annual Work plan (if required by your state) and supporting budget documents.

Trees Planted _____ Trees Pruned _____ Trees Removed _____

Standard ④: Arbor Day Observance and Proclamation

Date of observation _____

Please attach program of activities, photos, and/or news coverage. Attach Arbor Day Proclamation.

Mayor or Equivalent Signature

Title

Date

Application Certification To Be Completed By The State Forester:

Community: _____

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained therein, said community is eligible to be certified as a Tree City USA community, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date

Mail completed application with requested attachments to your state forester no later than December 31 (unless your state has instituted a different deadline.)

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 17.

ITEM:

Discussion requested by Council Member Marano regarding the possible amendments the Town Charter to require an election for the office of Mayor and establish term limits for the Town Council. Enclosed please find copies of Sections 2.02 and 2.04 of the Town Charter which are relevant to the discussion.

DESCRIPTION:

At the May Regular Council Meeting Council Member Marano requested that this item be placed for discussion for the Town Council to consider amending to the Town Charter. She asked that the Town Council consider the Charter amendments to have the Mayor run for office (Section 2.02) and to limit the term of office for the Town Council (Section 2.04).

Enclosed find a copies of Section 2.02 and Section 2.04 of the Town Charter. Also enclosed are minutes of Council meetings and Charter and Ordinance Committee meetings where this issue was previously discussed.

The Town Charter can be amended by the Town Council with the adoption of an ordinance setting forth a question or questions for the electorate or in accordance with Section 6.02, Initiative Referendum, which is hereby attached for reference. Both actions will require a special election.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Recording Secretary

ATTACHMENTS

1.	Town Code	Code - section 2.02 -2.04.pdf
2.	Initiative Referendum	initiative refendum.pdf
3.	Minutes of previous meetings	minutes - term limits and Mayor election.pdf

Section 2.02. - Mayor; Vice-Mayor.

- (a) Election. The Council shall elect a Council Member to serve as Mayor and another to serve as Vice-Mayor at the first Council meeting following each election.
- (b) Mayor. The Mayor shall have the following powers and duties:
 - (1) Preside over meetings of the Council.
 - (2) Be recognized as the head of the Town government for all ceremonial purposes and for the purposes of administering martial law as directed by the Governor.
- (c) Vice-Mayor. In the absence or disability of the Mayor, the Vice Mayor shall assume all the powers, authority, duties and responsibilities of the Mayor. Where the office of the Mayor has been vacated, the Vice-Mayor shall succeed the Mayor and assume his/her powers and duties for the remainder of the Mayor's unexpired mayoral term.

Section 2.04. - Election; Term of Office.

Council Members shall be elected to a four year term of office. Elections shall be held annually. In an election to fill two Council seats, the two qualified candidates receiving the highest number of votes shall be elected to the office of Council Member. In an election to fill a single seat on the Council, the qualified candidate receiving the highest number of votes shall be elected to the office of Council Member. Where an election for a Council seat results in a tie, the Town shall conduct a runoff election, which shall be held within thirty (30) days unless all but one of such candidates receiving such tie vote withdraws from further participation by filing a written notice with the Clerk, in which event the one candidate remaining shall be declared elected. Newly elected Council Members shall take office at the first Council meeting following a Town election. The Council shall take no action following an election, except in the case of an emergency, until newly elected Council Members have taken office and the Council has elected a Mayor and Vice Mayor in accordance with Section 2.02 of this Charter. An incumbent Council Member shall serve until his/her successor is sworn into office unless an elected successor is unwilling or unable to be sworn into office. In that event, the seat shall be deemed vacant and shall be filled in accordance with Section 2.05(c) of this Charter.

Section 2.04. - Election; Term of Office.

Council Members shall be elected to a four year term of office. Elections shall be held annually. In an election to fill two Council seats, the two qualified candidates receiving the highest number of votes shall be elected to the office of Council Member. In an election to fill a single seat on the Council, the qualified candidate receiving the highest number of votes shall be elected to the office of Council Member. Where an election for a Council seat results in a tie, the Town shall conduct a runoff election, which shall be held within thirty (30) days unless all but one of such candidates receiving such tie vote withdraws from further participation by filing a written notice with the Clerk, in which event the one candidate remaining shall be declared elected. Newly elected Council Members shall take office at the first Council meeting following a Town election. The Council shall take no action following an election, except in the case of an emergency, until newly elected Council Members have taken office and the Council has elected a Mayor and Vice Mayor in accordance with Section 2.02 of this Charter. An incumbent Council Member shall serve until his/her successor is sworn into office unless an elected successor is unwilling or unable to be sworn into office. In that event, the seat shall be deemed vacant and shall be filled in accordance with Section 2.05(c) of this Charter.

Section 6.02. - Initiative; Referendum.**(a) Power to initiate and reconsider ordinances.**

- (1) Initiative. The electors of the Town shall have the power to propose ordinances to the Council and, if the Council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a Town election.
- (2) Referendum. The electors of the Town shall have power to require reconsideration by the Council of any adopted ordinance and, if the Council fails to repeal an ordinance so reconsidered, to approve or reject it at a Town election.

(b) Commencement of proceedings. A minimum of ten (10) electors may commence initiative or referendum proceedings by filing an affidavit with the Clerk (the "Affidavit") stating that they will constitute the petitioners' committee (the "Committee") and be responsible for circulating the initiative or referendum petition (the "Petition") and its filing in proper form. The Affidavit shall state the names and addresses of the Committee and shall specify the address to which notices to the Committee are to be sent. The Affidavit shall set out the full text of the proposed initiative ordinance or cite the ordinance sought to be reconsidered. After the Affidavit is filed, the Clerk may, at the Committee's request and expense, issue the appropriate Petition blanks to the Committee. The Committee's proposed ordinance shall be approved as to legal sufficiency by the Town Attorney prior to circulation of the Petition blanks.**(c) Petitions.**

- (1) Number of signatures. Initiative and Referendum Petitions must be signed by at least twenty percent (20%) of the total number of electors registered to vote at the last regular Town election.
 - (2) Form and content. All portions of a Petition shall be assembled as one instrument. Each signature shall be executed in ink or indelible pencil and shall be followed by the printed name and address of the person signing.
 - (3) Affidavit of circulator. When filed, each page of a Petition shall have attached to it an affidavit executed by the circulator thereof stating:
 - (i) That s/he personally circulated the page;
 - (ii) The number of signatures contained on each page;
 - (iii) That all the signatures were affixed in his/her presence;
 - (iv) That s/he believes them to be the genuine signatures of the persons whose names they purport to be.
 - (4) Filing deadlines. All initiative and referendum Petitions must be filed within forty five (45) days of the date on which proceedings with respect to such initiative or referendum are commenced.
- (d) Procedure for filing petitions. Certificate of Clerk.** Within twenty (20) business days after a Petition is filed, the Clerk shall complete a certificate as to its compliance with the provisions of Subsection (c) of this Section (the "Certificate"). If insufficient, the Certificate shall specify the particular deficiency. A copy of the Certificate shall be sent promptly to the Committee by certified mail.
- (e) Amendment.** A Petition certified as insufficient may be amended within ten (10) business days of the date the Certificate was issued by the Clerk (the "Supplementary Petition"). Within five (5) business days after a Supplementary Petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the Petition as amended by the Supplementary Petition (the "Amended Petition") and promptly forward a copy of the certificate to the Committee by certified mail.
- (f) Effect of Certification of a Referendum Petition.** When the Clerk certifies that a Referendum Petition is sufficient, the ordinance specified in the Referendum Petition shall not go into effect, or if in effect

at the time of certification, no further action shall be taken under the ordinance, until and unless the Referendum Petition is withdrawn or is approved or rejected by the Town electors as hereinafter provided.

- (g) Submission to Council. If a Petition or Amended Petition is certified sufficient, or if a Petition is certified insufficient and the Committee does not elect to file a Supplementary Petition, or if an Amended Petition is certified insufficient, the Clerk shall promptly present the Certificate to the Council as the final determination of sufficiency of the Petition.
- (h) Action on Petitions.
 - (1) Actions by Council. Upon receipt of a Certificate determining a Petition sufficient, the Council shall promptly consider the proposed initiative ordinance or reconsider the referred ordinance by voting its adoption or repeal at its next regular meeting. The Council shall take final action on the ordinance not more than sixty (60) days following the date the Petition was submitted to Council. If the Council fails to act on a proposed initiative or referred ordinance within the requisite time period, the Council shall be deemed to have failed to adopt the proposed ordinance or failed to repeal the referred ordinance on the last day that the Council was authorized to act.
 - (2) Submissions to electors. The vote of the electorate on a proposed ordinance shall be held not less than thirty (30) nor more than ninety (90) days from the date that the Council acted or was deemed to have acted pursuant to paragraph (1) of this subsection. The vote of the electorate on a referred ordinance shall be held not less than thirty (30) days nor more than one (1) year from the date that the Council acted or was deemed to have acted pursuant to paragraph (1) of this subsection.
 - (i) Form of ballot for proposed or referred ordinances. The ballot for the initiative or referendum elections shall comply with the requirements of Chapter 101, Florida Statutes, as amended from time to time.
 - (3) Withdrawal of petitions. An initiative or referendum petition may be withdrawn at any time prior to the 15th day preceding the day scheduled for a vote of the Town electors by filing with the Clerk or other official designated by the Town a request for withdrawal signed by at least eight of the members of the Committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- (i) Availability of list of qualified electors. If any organization or group requests it for the purpose of circulating descriptive matter relating to the ordinance to be voted on, the Clerk or other officer of the Town having the list of qualified electors shall either permit such organization or group to copy the names and addresses of the qualified electors or furnish it with a list thereof.
- (j) Results of election. If a majority of the electors voting on a proposed initiative ordinance shall vote in favor thereof, it shall thereupon be an ordinance of the Town. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (k) Repealing ordinance; publication. Initiative and referendum ordinances adopted or approved by the electors shall be posted in the same manner as other ordinances, and may be amended or repealed by the Council, as in the case of other ordinances.

Vice Mayor Leonard stated that \$341,000 was the remaining price, but if they paid \$65,000 they could obtain a building permit and then close on the contract.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward to address the Council. He felt that the TDR asking price should be increased and be paid in full at the time of purchase.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the 6 month contract extension with the condition that the developer pays the current rate for TDR prices at an additional \$65,000. Council Member Rousselot seconded the motion and it passed 6-1 with Council Member Reid opposed.

Item 8. Request for Approval of Contract Extension BC 128 to LMK Pipe Renewal, LLC (LMK) for repairs to the sewer laterals clay hubs. This fiscal year, the Town has budgeted \$105,000.00 to complete 30 additional laterals, which would bring the total amount lined to 156.

Town Manager Wasson stated that the request was for a contract extension to LMK Pipe renewal, LLC for repairs to the sewer laterals. He explained that this project would provide 30 more laterals and added that the system was highly effective.

ACTION: Council Member Salver made a motion to approve the contract extension. Council Member Bruder seconded the motion and it passed unanimously by poll vote.

Item 9. Discussion requested by Council Member Reid regarding holding a workshop meeting to discuss possible Charter Amendments on Town elections.

Council Member Reid proposed to have a Council Workshop in January or February to review the Charter and Ordinance Committee. She would like an amendment to hold a Mayor's Election; discuss term limits and possibly changing the date of the Town Elections.

There being no motion to discuss, item failed.

Item 10. Discussion requested by Council Member Reid regarding making Columbus Day a Town holiday.

Council Member Reid would like for the Council to consider changing the Regular Council meetings in November to be held the Tuesday after the Columbus Day Holiday.

ACTION: Council Member Reid made a motion to hold the Regular Council on Tuesday after the Columbus Day holiday. Council Member Fuller seconded the motion and it passed unanimously.

Item 11. Discussion requested by Council Member Reid regarding setting written guidelines or a policy for authorization of (council, manager, attorneys, or employees) to represent the Town.

Council Member Reid felt that there was confusion on how the staff and Council attend other local meetings. She suggested having a written guideline for all when attending other meetings, and also stated

Vice Mayor Leonard stated that last year he had requested to create a Town historical preservation board, but it was not approved. He wanted the residents to have a stake in the issue. He knew that there were a lot of property owners that were afraid of this designation. If the County comes in and designates this as preservation and the owners have no say. He stated that he was concerned about protecting the residents. He also felt that there was a lot of stuff being done behind the scenes that was not ethical and it was embarrassing. He stated that the Town had as strict a building code as Coral Gables. He thought the Town needed to have a real discussion on this issue, because all of this was really about stopping a specific new project being built.

Council Member Rousselt stated that she disagreed with the historic designation. The historic buildings should be based on age and there were lot of buildings that were not well maintained.

Mayor Yaffe thanked the residents that came out to speak. He felt it was import for the residents to speak as a democratic Town that we are. We need to maintain open communication with the residents and the County. He stated that this would be an ongoing discussion.

Item 7. Discussion and possible action requested by Council Member Reid regarding putting some questions on the ballot to amend the charter. Enclosed is a list of questions to be addressed.

Council Member Reid stated that this discussion had been ongoing regarding changes to appoint the citizen committees. She stated that there had been citizens that had made suggestions to be made to the Town Charter; such as separating the Mayor from the Council race and the scheduling of the election date. She knew that this would need to be settled by February in order to be on the April 2015 election ballot and that is why she put it on the agenda.

Mayor Yaffe stated, as for the committees, the appointments have been done at the organizational meeting. This year had been different because the council chose to put it on the next Council agenda. He stated that the Charter and Ordinance Review was a Committee that was established back in 2008. There was a complete re write on the charter in 2012 and he would like that Committee to meet every few years to review the Charter.

Paul Ruthfield, 1231 95 Street, came forward to address the Council. He felt that there had been a lot of thought put into the suggested items. He also stated that Bay Harbor Islands was the only community in Miami-Dade County that did not have term limits and suggested to separate the Mayor race, because he felt that the Mayor was the face of the community. He also felt the rescheduling of the elections was simple and would save a lot of money, about \$30,000 a year.

Town Clerk Marante stated that there had been a lot of discussion on the citizen committees and that she was still working on those issues. A survey had been done and at the last meeting the decision was made that the Council members would not be on the committees and there would be a 2 year term limit on members on the committees, giving others a chance to serve the community. Some of the committees do not meet very often and the new members have been notified of the changes. She stated that this would be on the next agenda.

Council Member Bruder felt that they needed to separate the committees and they needed to move forward on appointing residents to committees.

- Item 13. Discussion and approval of the Inter-Local Agreement with Florida Turnpike Enterprise defining how the Sunpass All Electronic Tolling will operate in the Town.**

Town Manager Wasson informed the Council that he needed this agreement so he could proceed forward with the implementation of the SunPass. They were updating their system and had asked the Town to bill the annual accounts. There was a brief discussion regarding the process.

ACTION: Vice Mayor Leonard made a motion to approve the agreement. Council Member Bruder seconded the motion and it passed unanimously.

- Item 14. Discussion and approval for Construction Engineering & Inspection Services for the Sunpass Gantry Construction with Atkins CEI Services in the amount of \$135,000. Approval will need to include an appropriation for the entire amount from the Causeway Sunpass Project Fund.**

Town Manager Wasson informed the Council that Atkins would be designing the gantry.

ACTION: Vice Mayor Leonard made a motion to approve the Ordinance on second reading. Council Member Bruder seconded the motion and it passed by unanimous poll vote.

- Item 15. Discussion and approval of Bid Documents for Construction of the SunPass Gantry. This project was approved by the Town Council in September 2011 for an amount of \$189,093.**

ACTION: Vice Mayor Leonard made a motion to approve the Bid Documents. Council Member Bruder seconded the motion and it passed unanimously.

- Item 16. Discussion and approval of a licence agreement with CAR2GO for a one year pilot program allowing the placement of short term lease vehicles in Town parking lots to be used by Town residents.**

ACTION: Vice Mayor Leonard made a motion to approve the license agreement. Council Member Temprano seconded the motion and it passed unanimously.

- Item 17. Discussion requested by Council Member Temprano regarding term limits.**

Council Member Temprano stated that he had been approached by residents to implement term limits. He understood that if you leave quickly there is a loss of history, but having new members brings change. He thought that staggered terms were good, the leaving of two Council members each year. Council Member Temprano felt it was time to discuss the possibility of implementing term limits to two terms, 8 years.

Council Member Rousselot felt that, since Bay Harbor Islands was a small Town, it would not be good for a productive Council member to leave because the time was up. She stated that, if a resident wanted to be a Council member, they could just run for office.

Mayor Yaffe stated that on several occasions term limits had been discussed and it could be again.

Vice Mayor Leonard remembered the discussions before and felt the main issue was that it was a small community and there was not a lot of people to run for office. He stated that sometimes only ½ the residents were registered to vote. He felt the will of the people was important and, if they wanted something, they would get it done. Vice Mayor Leonard also stated that, in the past, some Council members stayed in office much longer than anyone on the Council now.

Kathleen Kennedy, 9721 West Bay Harbor Drive, came forward to address the Council. She felt they needed term limits because there were members on the Council that did not listen to the people.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she felt the elders brought some perspective and history that was valuable. But, on the other side, some stayed on the Council when it would have been to the best interest to step down. It was up to the residents to take

responsibility and elect those best suited for the community. She stated that she wished Council Member Ruder could have another term. She did not support term limits.

Council Member Bruder stated that the last election had 722 voters out of 5,000 and she agreed with Susan Luck that if the residents wanted something done, they could get it done.

Council Member Reid stated that they had discussed the item for a long time and questioned if some other measures should be considered because she sure did not want to loose Mayor Yaffe

ACTION: Council Member Salver made a motion to direct the Town Attorney to prepare appropriate documents for the modification to limit Council participation to two terms to be put to the voters. Council Member Temprano seconded it, but the ~~motion failed 3 - 4~~ with Council Member Bruder, Council Member Rousselot, Vice Mayor Leonard and Mayor Yaffe opposed.

Item 18 Discussion and approval of an interlocal agreement to have the Village of Biscayne Park join the Clean Energy Coastal Corridor PACE Program.

Vice Mayor Leonard stated that Biscayne Park wanted to join our program. This would move things forward and the program could begin with the agreement being approved.

ACTION: Council Member Bruder made a motion to approve the agreement. Vice Mayor Leonard seconded the motion and it passed unanimously.

Item 19. Nomination and amendment of a Board Member to represent the Town on the Clean Energy Coastal Corridor Board ("Authority") for a four year term, as per the agreement.

Kathleen Kennedy, 9721 West Bay Harbor Drive, came forward to address the Council. She questioned why Vice Mayor Leonard wanted to do this. She felt this program could take advantage of the seniors and the working class people. She wanted to know why he was in charge.

Vice Mayor Leonard stated that when this program started there were more cities wanting to join than there were spots for them. To make it clear he stated that this program is for a specific individual and is a personal matter. He felt it important that, as government,, they could make some positive changes. The PACE Program would be a substitute for the lack of financing in the open market for residents to use to rehabilitate their properties. You can only use the program if you implement something to save you money. It could also be used on commercial properties. He stated that the entire Council voted for the implementation of the program. He cautioned residents to be educated on the program before taking part in it, but re-interated that no one was obligated to get a PACE loan.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she felt someone with a broader interest should represent the Town, perhaps someone from the Environmental Committee. Vice Mayor Leonard was not sure if the representative needed to be a Council member or not, but his purpose for being involved was to benefit the Town.

ACTION: Council Member Salver made a motion to nominate Vice Mayor Leonard to represent the Town for a four year term. Council Member Rousselot seconded the motion and it passed 5 - 2 with Council Members Reid and Temprano opposed.

ACTION: Vice Mayor Leonard made a motion to extend the meeting past 10:00 p.m. Council Member Rousselot seconded the motion and it passed unanimously.

NEW BUSINESS:

Item 20. Discussion and approval requested by Council Member Rousselot of a Resolution urging the Governor and Florida Legislature to ban texting while driving

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA; URGING THE
HONORABLE GOVERNOR AND FLORIDA LEGISLATURE TO**

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS APPROVING THE DELETION OF SECTION 59 OF THE CHARTER OF THE TOWN OF BAY HARBOR ISLANDS, SUCH DELETION TO REFLECT THE FACT THAT THE TOWN MUNICIPAL COURT IS NO LONGER IN EXISTENCE.

ACTION: Councilwoman Bruder made a motion to approve the proposed ordinance as presented on second reading. Councilman Ruder seconded the motion and it was approved unanimously.

- Item 7.** Consideration on second reading of a proposed Ordinance # _____ amending Section 64 of the Town Charter as approved by the voters at the general election held November 4, 2008.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS APPROVING AN AMENDMENT TO SECTION 64 OF THE CHARTER OF THE TOWN OF BAY HARBOR ISLANDS, SUCH AMENDMENT PROVIDING FOR MODIFICATION OF THE DATE OF THE FORMATION OF BAY HARBOR ISLANDS TO REFLECT THE CORRECT FORMATION DATE.

ACTION: Councilman Salver made a motion to approve the proposed ordinance as presented on second reading. Councilman Ruder seconded the motion and it was approved unanimously.

- Item 8.** Consideration on second reading of a proposed Ordinance # _____ amending Section 18 of the Town Charter as approved by the voters at the general election held November 4, 2008.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS APPROVING AN AMENDMENT TO SECTION 18 OF THE CHARTER OF THE TOWN OF BAY HARBOR ISLANDS, SUCH AMENDMENT PROVIDING FOR MODIFICATION TO THE PERIOD OF TIME FOR WHICH A COUNCILPERSON SHALL HOLD OFFICE AND THE ADDITIONAL REQUIREMENT THAT ALL CANDIDATES FOR THE OFFICE OF COUNCILPERSON SHALL BE QUALIFIED PERMANENT RESIDENTS OF THE TOWN FOR AT LEAST SIX (6) MONTHS PRIOR TO THE ELECTION.

Frances Neuhut, 9920 West Broadview Drive, came forward and stated that she felt there was antiquated language in the proposed ordinance that would possibly allow for unfair Town elections. She thanked the County's Elections Department for advising the Council that the Department would need a minimum of 30 days to print the ballots for the Town's April Election. She felt this proposed ordinance should have changed the election time as well. Town Clerk Marante responded that the Town was still in the process of changing antiquated language and when this ordinance was drafted, the Town was not aware that the Elections Department would need more time to print the ballots. She added that the qualifying time would be addressed for future Town elections.

Howard Hollander, 1330 100th Street, came forward and voiced his opposition to the proposed ordinance. He felt it would pose restrictions on the democratic process and that it was an unintended insult to the voters of the community. He was opposed to any restriction on running for office and he felt the voters should be able to determine who the best candidate would be. He also felt that term limits were not good on a local level. Councilman Yaffe informed Mr. Hollander that the proposed ordinance did not address term limits. Councilman Ruder felt that Mr. Hollander had some good points, but he informed Mr. Hollander that the matter was approved by the voters of the community and the Council was approving the ordinance to make it go into effect. Mr. Hollander reiterated that he felt the Council should not approve an ordinance posing restrictions on candidates.

Council. She wants to see a discussion of a code of ethics move forward even though Chairman Leonard is against it.

Councilman Yaffe requested that the subject of an indemnification ordinance be added to the agenda for the next meeting. He further advised that recommendations of committees in Bay Harbor do not have the force of law.

Chairman Leonard stated that he had worked for a municipality where all committee members were on the Council and non-Council members were not allowed to serve. He said that Miami-Dade County is the same way. People in Bay Harbor are lucky to be on committees.

Resident Kathleen Kennedy observed that there is a conflict of interest between the husband and wife, one who is a Council member and the other who is chairman of a committee. She stated that all the committees are interconnected and sees a big time conflict of interest. She was previously blocked from further service on a committee even though she did a good job on the Town's 60th anniversary committee. She applied for other committees and was refused. It is not fair that committee members don't show up for meetings of this Committee when other people want to serve on committees.

Marlene Marante advised that there are rules concerning absenteeism and that it is up to Committee Chairman Leonard to put the absenteeism issue on the agenda.

Ken Shear talked about the "buzz in town" and the extreme apathy of residents because they don't think they can make a difference. The recent changes in the makeup of the Council have only made things worse. We need to have less Council members and more residents on each Committee. The work product of some of the committees is very slanted and there is a fear of retribution.

Councilman Ruder pointed to the progress that the Town has made in the last few years to get citizens involved in its government. Although there is always room for improvement, the fact that several Citizen Committees have been created, that notices not go out to affected citizens when new development projects are going to be dealt with by both the Design Review Committee and the Planning and Zoning Boards are all positive developments as far as engaging citizens in their community is concerned. Councilman Ruder observed that the Parks & Recreation Committee had done a lot of legwork for various projects in Town, had recently completed renovation of the Tot Lot and is working on getting a new park on the East Island.

Chairman Leonard stated that he is always in favor of ways to change policies for the better.

Dr. Neuhut made a proposal to preclude officers of committees from being on the Council. No action was taken on this proposal. Nothing was done as to the proposal for a Code of Ethics.

Jed Frankel made a motion to have term limits consisting of three consecutive four-year terms for members of the Council. He explained that this was important to allow new people a real

opportunity to run for election to the Council. We should encourage new people who want to become involved with the Town. The Motion was seconded by Dr. Neuhut.

Resident Aurora Contreras stated that there should be term limits of less than 12 years. Twelve years is simply too much. There should not be a concern about losing experience because not all Council members are elected at once.

Resident Terry D'Amico, 9101 East Bay Harbor Drive stated that Council members should be better compensated and that the Town needs term limits. Those two things should go hand in hand. Eight or ten years would be a better limit. Everyone in Town wants term limits.

Councilman Yaffe stated that he believes his long time in office is the exception rather than the rule. He has seen a number of seats change hands for various reasons during the time he has served.

Councilman Salver stated that in a town this size the ballot box should dictate term limits and we don't need separate ordinances setting term limits. Citizens can vote people out of office if they want. He takes pride in representing the people who put him in office. It is easy to criticize elected officials from the audience, but people should know that new Council members don't walk into the job and hit the ground running. It takes at least 1-2 years for new members to give valuable input and add to the discussion on important items. He commended Councilman Yaffe for providing valuable analysis of issues.

Chairman Leonard observed that everyone on the Committee in attendance had run for office in Town. While term limits would be in his personal interest because he wants to run for office again, he did not believe it would be in the best interest of the Town for such term limits. The reality is this Town is unique because it has an election every year and people who don't like things can vote out two Council members (every fourth year 1 member). Citizens can change things right away if they are not happy. The reality is that the people decide how long someone serves on the Council. He commented that prior Council people he did not agree with like Steven Brown and Linda Zilber worked hard for the Town. Chairman Leonard is not going to be the person to take away the right of the people to elect their representatives by passing term limits. In some cases people may need to serve more than 12 years. You should think about term limits and the long term problems they will cause the Town. It is rare that this Town can even have people who are willing to serve. Term limits would mean unqualified people might be elected. This has more to do with people voting – after all the people who vote are educated and they will make the right decisions.

Councilman Ruder indicated that he would not be voting in favor of term limits at this time because he did a lot of research on this matter including contacting the National League of Cities and doing research on the National Civic League's web site and found that there was no evidence that term limits necessarily leads to better government. There are good arguments on both sides as to the pros and cons about term limits. He added that as far as the Town of Bay Harbor is concerned, he has seen how the historical background of some of the longer serving Council members is valuable when deciding on an issue. Additionally, he reiterated what he said at a prior meeting that if the intent was to try to attract more people to run for office, it would be

important to look at the issue of the compensation of our elected officials along with term limits.

Unfortunately, do to the tremendous challenges being placed on municipalities to reduce budgets now and in the years to come in order to provide needed tax relief to our citizens, he could not at this time support the additional expense of any type of compensation for the Town's elected officials. Councilman Ruder stated that four of the people currently on the Council have been there less than 4 years. He pointed to Jose Smith in Miami Beach as an example of a good person who could not run again because of term limits. Also Jay Beskin in Aventura. The County does not have term limits.

Councilman Ruder suggested that the Committee discuss whether there should be a provision requiring a review of the Town Charter every so many years.

Councilman Yaffe left the meeting at 8:30 pm.

Chairman Leonard told those in attendance that any citizen can put together a Charter Amendment whenever he/she wishes to do so, just like he did the height limit. If they want term limits, they can do it themselves.

The Motion failed 3-2 with Jed Frankel and Dr. Neuhut voting in favor, Chairman Leonard, Councilman Salver & Councilman Ruder voting against it.

The Committee took no action with regard to remuneration for Council members.

Dr. Neuhut made a motion to suggest allowing a phone number and website information to be posted in the B1 business district within the existing allowed lettering. Seconded by Councilman Salver.

Dr. Neuhut further suggested posting a marquis in the middle of the business district listing businesses and offices.

Councilman Salver believed that it would be too much of a burden to have a marquis. He wanted the 18-inch vs. 5-foot requirements reviewed. Dark tinted windows are not inviting for pedestrian traffic and promoting business, the glass should be transparent. Councilman Salver requested further feedback from Town Planner Michael Miller. Councilman Ruder agreed that it would be beneficial to obtain input from Michael Miller regarding this matter.

Resident Aurora Contreras stated that the Town should not change ordinances simply because a councilperson does not personally like a particular business as apparently happened in this case. Coral Springs, the City which the Town planner copied the window ordinance from is not a small town like Bay Harbor. We want to attract business people to our business district not scare them away like the Council has done.

Resident Fran Neuhut said that the recently changed ordinance is an example of how the Town Council passes ordinances it does not understand. Many of the ordinances passed recently were

Disaster Preparedness Committee for their Hurricane Symposium and requested that the Town consider taping the event and broadcasting it on Channel 77. She reported that on September 28, she attended an annual ceremony organized by the Dade County PBA with Assistant Chief Sjoberg and Detective Robertazzi and that this year's event was dedicated to fallen police officer, Jose Somohano. She thanked the Police Department for their service to the community. She added that the Mayor and she also attended the kick off event for "Fire Prevention Month." She informed the Council that they received smoke detectors for the community.

Councilman Yaffe reported that the Charter and Ordinance Review Committee Meeting for the month of September had to be cancelled and the next meeting was scheduled for October 22. He stated that they would be discussing various charter amendments including ethics and term limits. He added that they had received a memorandum from Town Manager Wasson at the suggestion of Town Attorney Sherman that the Town advertise a bid to have the entire Code of Ordinances reviewed and updated.

Councilman Salver questioned if the Town would have a disclaimer on the cable channel regarding meeting dates and if an individual hears of an incorrect meeting date that it would not qualify as notice of the meeting. Town Clerk Marante stated that the official dates would be listed on the cable channel. Councilman Salver reported that he attended the Florida League of Cities Municipal Loan Council meeting held September 27, which was the lender for the Town's Community Enhancement Project Loans. He stated that they discussed the fixed rate bond program for municipalities and at the meeting he was appointed Vice Chairman of the Municipal Loan Council. He added that he also attended the Florida League of Cities Executive Board meeting, where they discussed passing the budget for the coming fiscal year. He informed the Council that on the Legislative agenda there was a case that they were following closely, Strand vs. Escambia County, where the appellate court found that municipalities and other governing bodies would be restricted in the way they finance capital improvement projects and the opinion specifically mentioned tax increment financing bonds and certificates of participation. He informed the Council that he would inform them as the League received more information on the case.

Vice Mayor Weinstein commended Assistant Town Manager J.C. Jimenez for his hard work with the Reverse-911 System. He announced that there was additional information located on the tables near the entrance to the Chambers. He hoped that the system would be running by the end of the current hurricane season. He added that the Town, along with the Education Committee, was looking to provide crime prevention programs for the residents and he gave a brief overview of what would be presented at the upcoming workshop.

Mayor Lynch reported that he, along with Council and staff, attended the Florida League of Cities Installation Dinner on Saturday. He reported that he and Councilman Salver had been reinstated to the Executive Board. He added that Councilwoman Wallace and he received smoke detectors from the Fire Department. The smoke detectors were available at Town Hall for senior citizens and other residents in the community and the fire fighters of the Doral Fire Department would install them at no charge.

Councilwoman Wallace added that there were security magnets located near the entrance to the Chambers.

CONSENT AGENDA:

Item 4. Approval of minutes of the following meeting:

- A. Budget Workshop held July 25, 2007 - Corrected
- B. Public Hearing held September 10, 2007 - Corrected
- C. Public Hearing held September 17, 2007

Item 5. Request from Town Manager of an after the fact approval for a contract with Systems Integration and Maintenance, Inc. in the amount of \$13,255.75 for work associated with the Toll Plaza Widening Project. The work entailed the installation of Closed Circuit Television (CCTV) Cameras for the lanes being added and the contract was approved by staff in order to keep the project on schedule.

7/23/07

development rights and bring their property into compliance after the fact. Shouldn't the Town reward those property owners who maintain their property?

No Motion was made with regard to changes to the TDR Ordinance.

Dr. Neuhut made a motion for term limits which was seconded by Jed Frankel. The Motion was withdrawn to allow Staff to investigate further term limits in other municipalities.

Resident Aurora Contreras offered that terms limits would force citizens to get involved and bring different visions to the Town which would be beneficial.

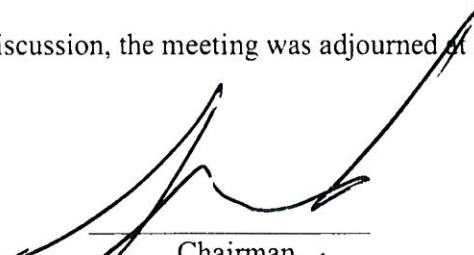
Councilman Ruder suggested to Staff that it look at both term limits and benefit packages.

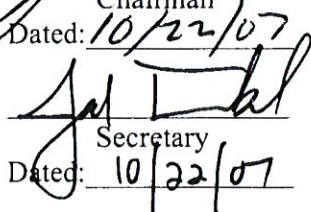
The Committee considered changing the sign ordinance for windows in the business district upon referral from Planning & Zoning. Town Clerk Marante advised that any change would apply in the future, not retroactively.

GOOD AND WELFARE:

Resident Fran Neuhut suggested that the process involving Code Compliance and the Special Master needs to be examined.

There being no further business for discussion, the meeting was adjourned at 9:45 pm.


Chairman
Dated: 10/22/07


Secretary
Dated: 10/22/07

Motion by Councilman Leonard, seconded by Councilman Yaffe, to recommend approval of the proposed ordinance subject to further drafting of the provisions relating to amortization and netting. Unanimous.

3. **Term Limits:** Vice Chairman Neuhut opened the discussion by stating that he believes new people are discouraged by running against incumbents and that incumbents develop cozier relationships with certain persons they longer they are in office.

Susan Luck questioned the number of terms Vice Chairman Neuhut was proposing. He stated Aventura has 2 terms; when the Committee last discussed the issue in 2005, 3 terms was discussed.

Councilman Yaffe discussed advantages and disadvantages of terms limits. Vice Chairman Neuhut stated that terms limits are needed to attract new people and new ideas. Councilman Salver commented on the benefit of experience.

The Committee previously discussed term limits in 2005 but did not recommend same to the Town Council.

Councilman Ruder is not opposed to further review of the issue. Noted Bal Harbour and Surfside presently do not have term limits. Miami-Dade County does not have term limits; City of Miami Beach and Aventura lost good commissioners. Vice Chairman Neuhut stated that term limits will be on the Surfside ballot in November.

Chairman Leonard reminded the Committee that Town Clerk Marante had previously provided an excel spreadsheet regarding term limits and requested it be provided for next meeting. Cannot make a decision without looking at other ordinances and obtaining feedback form other communities.

Motion by Vice Chairman Neuhut, seconded by Councilman Ruder, to review other Towns' ordinances and consider the issue further. Chairman Leonard stated that the matter would be considered under old business at the next meeting

Discussion regarding date of next meeting, noting that Town Council will appoint a new committee at its May meeting. The Committee decided to meet the last Monday in April.

GOOD AND WELFARE

Citizen Frances Neuhut stated that citizens did not understand ordinances adopted by the Town Council, such as the landscape ordinance, and noted that the Committee had not met for a long time.

Councilman Salver stated that he had proposed a citizens academy after discussing same with one of the town manger candidates. The academy would provide citizens with a better understanding of how ordinances are adopted.

was also looking into using school funds. He stated that all the towns would share in the total cost of the program, which would be approximately \$15,000.

ACTION: Councilwoman Wallace made a motion to approve the placement of the portable trailer for the Summer Program. Councilman Yaffe seconded the motion and it passed unanimously.

Item 13.

Request for consideration and discussion of recommendations by the Charter and Ordinance Committee for changes to the Town Charter. The list has been provided to the Town Attorney for comment and guidance.

Mayor Lynch suggested that the Council go through each item on the list provided. He asked that Councilman Yaffe give an explanation of the item before discussion. Mayor Lynch asked for an explanation from Town Attorney Sherman as to the proper procedure for the changes to be made. Town Attorney Sherman informed the Council, if they wished to have a Charter change, they could initiate it or citizens may also initiate the procedure. In this case, the Charter & Ordinance Review Committee had made several recommendations and he preferred to have the Council go through each item and tell him which one to pursue for possible inclusion in a Charter amendment. The next step would be for the Committee to research the law because of the changes in the law since the Charter was written. He would report back to the Council within 30 to 60 days with the information as to which changes could be accomplished or, if not, what has to be done to conform to State law. After that process, an ordinance could be drafted with the requested changes. If the proposed ordinance passes with Council approval, then it would be submitted to the voters on a ballot. The changes passed by the voters, would require the Town to pass an ordinance to adopt the changes. There was a brief discussion regarding the timing of having Charter changes on a ballot.

Item 1: Change Chief Building Inspector to Building Official/Director of Building and Code Enforcement.

Councilman Yaffe stated that this was a housekeeping issue. Vice Mayor Weinstein felt that the titles were based on skill level and that Code Enforcement should be taken out of the title. When Mayor Lynch asked for a motion, there was no interest in making this change.

Item 2: Amend Section 30 of the Charter to provide 7 days notice of text of proposed ordinances prior to the first reading.

Councilman Yaffe asked Town Clerk Marante to speak to this issue. Town Clerk Marante stated that the statutes required an ad to be placed prior to second reading only. She also informed the Council that, sometimes, the final version of the proposed ordinance is not ready until the last minute. Councilman Yaffe stated that advertising for first reading would slow the process of approving ordinances. Resident Frances Neuhut came forward and stated that she felt that ordinances and changes were not explained well enough to the residents and agreed on the noticing of first reading. Town Attorney Sherman stated that he would look into the law on this issue.

Item 3: Delete Section 59 of the Charter.

Councilman Yaffe stated that, since there was no copy of the section of the Charter, he would like Town Clerk Marante to provide more information on this issue at a later date and to start looking into the law on this.

Item 4: Section 64 of the Charter - change the date of the year of formation of the municipality to 1947.

Councilman Yaffe stated that this is a housekeeping issue.

REGULAR COUNCIL MEETING held March 12, 2007-----7

ACTION: Councilwoman Wallace made a motion to make the date change. Councilwoman Bruder seconded the motion and it passed unanimously.

Item 5: Delete Section 67 of the Charter - Council to make necessary arrangements for elections.

Councilman Yaffe stated that, since the Council was not involved in the election at all, this should be deleted.

ACTION: Councilwoman Bruder made a motion to delete Section 67 of the Charter. Councilwoman Wallace seconded the motion and it passed unanimously.

Item 6: Make the Canvassing Board three Town Council Members, the Town Clerk, and the Town Manager.

Item 7: Change time of the Canvassing Board meeting to after the election, rather than at 12:00 p.m the day following the election.

Councilman Yaffe stated that the next Charter and Ordinance Review Committee Meeting would be March 26 at 6:30 p.m. He felt the date of the Canvassing Board needed to be changed because the State law now provided three days to count the provisional ballots. Town Clerk Marante confirmed that was correct. Therefore, that issue was just housekeeping, but Councilman Yaffe wanted Town Clerk Marante to provide more information on the State law regarding Canvassing Boards and to bring Items six and seven back at a later date.

Item 8: Make the term of Town Council members end upon swearing in of successor.

Councilman Yaffe stated that there were issues in the past when a term ended before the new member was sworn in.

ACTION: Councilwoman Bruder made a motion to approve the term of office to end when the new member is sworn in. Councilwoman Wallace seconded the motion and it passed unanimously.

Item 9: New Council members to be sworn in at the next Council meeting following an election.

Councilman Yaffe stated that the Charter now reads that the members are elected in April and sworn in at the May Council meeting and he felt there was no reason to have a thirty day period of time between the two events. He stated that most communities swear them in right after the election.

ACTION: Councilwoman Bruder made a motion to swear in the winning candidates after the election. Councilwoman Wallace seconded the motion and it passed unanimously.

Item 10: Make the "Mayor" a position to be voted upon by the electorate rather than the Council.

Councilman Salver stated that there are only a couple of cities left that make the selection of the Mayor as Bay Harbor Islands does. He felt it was more modern to have the Mayor position elected by the residents.

ACTION: Councilman Salver made a motion to have the Mayor position be an elected position. There being no second to his motion, the motion failed.

Item 11: Institute a 6 month residency requirement for candidates to run for a Town Council seat.

Councilman Yaffe stated that there was no time period requirement in the Charter for a candidate to be able to run for a Council seat.

ACTION: Councilwoman Bruder made a motion to require a candidate to be a resident for six (6) months before they are able to run for a Council seat. Councilwoman Wallace seconded the motion and it passed unanimously.

Item 12: Establish voting districts.

Councilman Yaffe withdrew this item stating it was not a recommendation.

This concluded discussion on Agenda Item #13.

ACTION: Councilman Yaffe made a motion to table items 2, 3, 6, and 7 until further research had been done. Councilwoman Bruder seconded the motion and it passed unanimously.

Town Clerk Marante informed the Council that a special election would cost approximately \$11,000.

Item 14. Request from Councilwoman Wallace for approval to set up tables and chairs in front of Gloria Couture, Inc. at 1060 Kane Concourse for a special charity event March 21st from 6:30 p.m. to 8:30 p.m.

Councilwoman Wallace informed the Council that this was a charity event for the Miami Heart Association and felt it would be a good thing to approve. Consensus was that it would be ok if she picked up the tables and chairs after the event.

ACTION: Councilman Salver made a motion to approve the temporary use of the tables and chairs for the event to be held on March 21. Councilwoman Bruder seconded the motion and it passed unanimously.

Item 15. Discussion requested by Councilwoman Wallace, Chair of the Education Committee regarding the possibility of having an educational/informational meeting for residents regarding Crime Prevention. Vice Mayor Weinstein has also volunteered to assist the Education Committee and Mrs. Wallace in organizing the symposium.

There was a very brief discussion regarding the benefits of providing this information to the residents and the consensus was that it would be a good thing to do.

ACTION: Councilwoman Bruder made a motion to approve the symposium on Crime Prevention. Councilman Yaffe seconded the motion and it passed unanimously.

Item 16. Request for consideration of a proposal from Violeta Horne, "Movies on the Green" Bay Harbor Islands Art and Culture Foundation, for additional funding for the March event. Ms. Horne has offered to advertise the event as part of the 60th Anniversary Celebration weekend by having free admission to all. She is also enhancing the event by having the Nautilus Jazz Band perform prior to the movie. If approved, this expense would need to be funded from general fund reserves since there are no surplus funds available from the 60th Anniversary fund raising campaign.

Charter and Ordinance Committee Recommendations

(date of meeting; moved by/seconded by; vote)

Change "Chief Building Inspector" to Building Official/Director of Building and Code Enforcement" (6/05; Ruder/Leonard; unanimous)

Amend Section 30 of Charter to provide 7 days' notice of text of a proposed ordinance prior to first reading (6/05; Leonard/Ruder; 3-1)

Delete §59 of Charter (6/05; Leonard/Ruder; unanimous) (power to inquire into conduct of an office or department, etc)

Section 64 of Charter – change date to 1947 (6/05; Leonard/Ruder; unanimous) (year of formation of municipality)

Delete §67 of Charter (6/05); Frankel/Ruder; unanimous) (council to make necessary arrangements for elections, etc.)

Make Canvassing Board Three Town Council Members, Town Clerk & Town Manager (7/05; Frankel/Yaffe; unanimous) (not clear that discussion to disqualify incumbent candidates from Canvassing Board included in motion)

Change time of canvassing board meeting to after election, rather than 12:00 p.m. day following election (1/06; Yaffe; Frankel; unanimous)

Make term of Town Council member end upon swearing in of successor (7/05; Ruder/Yaffe; unanimous)

New council members to be sworn in at next council meeting following an election (7/05; Yaffe/Leonard; unanimous)

Make the "Mayor" a position to be voted upon by electorate rather than Council. (11/05; Salver/Neuhut; 4-2)

Institute a 6 month residency requirement for candidates to Town Council (11/05; Leonard/Salver; 5-1)

Establish voting districts: 2 Council members from East Island; 2 Council members from West Island; 2 Council members and the elected Mayor at large. District candidates must reside in their respective districts; all seats voted upon by entire electorate. (11/05; Leonard/Salver; unanimous) (1/06; Herssein/Salver motion to withdraw prior recommendation to establish voting districts passed unanimously)

(Note: committee apparently not interested in term limits or reducing council terms to 2 years)

**MINUTES OF A MEETING OF THE CHARTER AND ORDINANCE REVIEW
COMMITTEE OF THE TOWN OF BAY HARBOR ISLANDS**

A meeting of the Charter and Ordinance Review Committee of the Town of Bay Harbor Islands was held on November 22, 2005 commencing at 6:37 pm in the Council Chambers. Upon roll call, the following Committee Members responded:

Chairman Jordan Leonard
Secretary Jed Frankel
Dr. Dennis Neuhut
Councilman Isaac Salver
Councilman Alberto Ruder

Town Clerk Marlene Marante was also present, along with Town Attorney Craig Sherman.

Councilman Robert Yaffe arrived thereafter.

PLEDGE OF ALLEGIANCE

OLD BUSINESS:

Minutes of the August meeting were approved.

Marlene Marante reported on several items. There may be a conflict between Section 30 of the Town Charter and the Florida Statutes regarding changes in language to a proposed ordinance made at second reading. The Charter provides, in relevant part: "no amendments to such proposed ordinance may be adopted by the Town council at such second reading thereof." Discussion was had regarding the importance of this provision and its effect upon continuation of debate until a date certain.

Marlene Marante further reported that she will be checking with Municode to get the current price for updating references to the Florida Statutes in the Town Code.

Town Attorney Craig Sherman advised that using the Municode service to update the Code would be more cost effective than having him do the same task. He stated further that changes to the Town Code needed to be made on an item-by-item basis.

NEW BUSINESS:

Chairman Leonard began a discussion of changes to the current electoral system, with the following suggestions:

**PROPOSED CHANGES TO THE
BAY HARBOR ISLANDS CHARTER
ELECTED MAYOR/COUNCIL TERMS**

April 2006	Council Seat (1 Year Term)
April 2007	Mayor (2 Year Term) Council Seat 1 (4 Year Term) Council Seat 2 (4 Year Term)
April 2008	Council Seat 3 (3 Year Term) Council Seat 4 (1 Year Term)
April 2009	Mayor (2 Year Term) Council Seat 4 (4 Year Term) Council Seat 5 (4 Year Term) Council Seat 6 (4 Year Term)
April 2011	Mayor (2 Year Term) Council Seat 1 (4 Year Term) Council Seat 2 (4 Year Term) Council Seat 3 (4 Year Term)

Changes:

Elected Mayor
Elections Every Two Years
Council Members Are Elected By Individual Seat

Councilmen Yaffe, Ruder and Salver spoke of their experiences in government and various electoral issues. Town Attorney Sherman advised that the Charter is based upon a strong manager with "mayor" being a ceremonial title. The strong manager model is the most popular.

Chairman Leonard stated that he was especially irked by the "top vote getter" provision which he believes favors incumbents and prevents non-incumbents from winning election.

It was determined that Chairman Leonard's new electoral plan could not be voted on in an election at which the proposed new terms would be in effect because any Charter changes would have to be in effect prior to governing the election of Council members. Accordingly, the earliest an election under any new system could take place would be 2007.

Chairman Leonard explained that he wants to make changes for the long term, long after the Coalition is gone and that he wants a more modern system where incumbents don't have an advantage. If there is any question about whether a change to the system should be made, he wants to let the voters decide.

Town Attorney Craig Sherman gave a historical perspective explaining that Sheppard Broad managed to keep new blood flowing into this system and that many citizens had the opportunity to serve over the years. He also opined that in the event the Committee recommends changes, that they need to be consistent with the form of government, that is strong manager, strong mayor, etc.

Town Clerk Marlene Marante offered that having an elected mayor might change the face of Bay Harbor's entire form of government and that the position of elected mayor would have to have well defined duties so that the Town would be able to operate as efficiently as possible.

Councilman Salver made a motion to make the "mayor" a position to be elected by the voters consistent with Chairman Leonard's suggestions, rather than the current system where the "mayor" is selected by the Council members. Seconded by Dr. Neuhut. Passed 4-2, Secretary Frankel and Councilman Yaffe voted against.

At the request of several citizens and with the Town Attorney present, Dr. Neuhut raised the issue of term limits. After discussion it was the feeling of the Committee that term limits would not be a good idea because it would force qualified people off of the Town Council. Given recent elections, bringing in "new blood" to the Council did not appear to be a problem.

Chairman Leonard suggested adding "districts" to the electoral system as follows: 4 Council members to come as follows – one each from the North part of the East Island, the South part of the East Island, the North part of the West Island and the South Part of the West Island. Discussion was had including problems of what the Town would do if a candidate did not come from one of the districts especially given the current unwillingness of people to serve in government.

Chairman Leonard made a motion to impose a one year residency requirement for candidates. The motion was not seconded.

Chairman Leonard made a motion to impose a six month residency requirement for candidates. Seconded by Councilman Salver. The motion passed 5-1 with Secretary Frankel opposing it.

Councilman Yaffe requested that we check whether the issue of the date of the Canvassing Board's meeting had been addressed in prior meetings of the Committee.

Chairman Leonard made a motion to establish voting districts with two Council Members from the East Island; two Council Members from the West Island; and two Council Members and the (elected) Mayor elected at large (subject to the six month residency requirement). Although candidates from the "districts" would have to reside in those "districts" the electorate from the entire Town would vote for each candidate. Seconded by Councilman Salver. Passed unanimous.

At the request of several citizens and with the Town Attorney present, Dr. Neuhut raised a question about recall. Town Attorney Sherman advised that the process was governed by State Statute.

**MINUTES OF A MEETING OF THE CHARTER AND ORDINANCE REVIEW
COMMITTEE OF THE TOWN OF BAY HARBOR ISLANDS**

A meeting of the Charter and Ordinance Review Committee of the Town of Bay Harbor Islands was held on July 13, 2005 commencing at 6:36 pm in the Council Chambers. Upon roll call, the following Committee Members responded:

Chairman Jordan Leonard
Secretary Jed Frankel
Councilman Robert Yaffe
Councilman Isaac Salver
Councilman Alberto Ruder
Dr. Dennis Neuhut

Town Clerk Marlene Marante was also present.

PLEDGE OF ALLEGIANCE

OLD BUSINESS:

Defer consideration of June Minutes until next meeting.

NEW BUSINESS:

Discussion of having Town Attorney appear to present proposals to change ordinances/charter.

Discussion of term limits, method of selecting mayor, role of mayor.

Suggestion for straw poll for charter changes. Maybe send out with Newsletter.

Discussion of canvassing board membership. Disqualify Council Members who are running for election. Appearance of fairness.

Motion to make Canvassing Board three Town Council members, the Town Clerk & Town Manager by J. Frankel and seconded by R. Yaffe. Passed unanimous voice vote.

Motion to make the term of Town Council Member end upon swearing in of successor made by A. Ruder and seconded by R. Yaffe. Passed unanimous voice vote.

Motion for new Town Council Members to be sworn in at the next Council meeting following an election made by R. Yaffe and seconded by J. Leonard. Passed unanimous voice vote.

Chuck Wallace, 9300 W. Bay Harbor Drive spoke about terms limits, election issues and selection of Mayor.

**MINUTES OF A MEETING OF THE CHARTER AND ORDINANCE REVIEW
COMMITTEE OF THE TOWN OF BAY HARBOR ISLANDS**

A meeting of the Charter and Ordinance Review Committee of the Town of Bay Harbor Islands was held on June 8, 2005 commencing at 6:07 pm in the Council Chambers. Upon roll call, the following Committee Members responded:

Chairman Jordan Leonard
Councilman Alberto Ruder
Secretary Jed Frankel

Dr. Dennis Neuhut joined the meeting at 6:20 pm.

Town Clerk Marlene Marante was also present.

PLEDGE OF ALLEGIANCE

OLD BUSINESS:

Charters from other municipalities provided.

NEW BUSINESS:

First Staff Report provided.

Discussion about how Charter amendment process might be voted on.

Discussion about Charlie Cangianelli's request to change ordinances. Motion made by A. Ruder seconded by J. Leonard to change "chief building inspector" to "Building Official/Director of Building and Code Enforcement." Motion passed by unanimous voice vote.

Defer consideration of suggestions by Duncan Young.

Discussion about voting issues. Want further discussion on term limits. Jordan Leonard will present suggestions to election changes at next meeting.

Amanda Hoffman, 3181 S. Ocean Drive asked about how urgent, last minute items will be addressed.

J. Leonard made motion to amend Section 30 of the Charter to provide 7 days' notice of the text of a proposed ordinance before first reading. Seconded by A. Ruder. Passed on voice vote, three in favor, one against.

Suggested changes in Charter will be pulled together and given to the Council at one time.

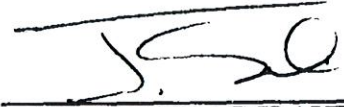
Frances Neuht came forward and thanked the Town Council for keeping the lights on the palms on Kane Concourse. She stated that she wanted to bring up term limits for Town Council people. She stated that the term should be limited to two years. Councilman Yaffe explained that this change would take a Charter amendment and someone would have to start a petition and get signatures so that it could be placed on the ballot.

Taryn Copeland came forward and stated that this has been a great evening for kids and thanked Councilman Reycraft for his suggestion of a \$1,000 scholarship.

Ken Shear, 9660 West Bay Harbor Drive, came forward and submitted a notice that had been circulated to the owners of their condominium. Councilman Yaffe stated that this deals with the Gateway Ordinance. Town Manager Greg Tindle stated that this flyer refers to the Gateway Ordinance and the language on it is pretty extreme. He stated that he has a sample of what a building could look like under the Gateway regulations that he would make available to anyone interested.

Vice Mayor Lynch stated that whoever distributed this flyer didn't understand the ordinance because with the current setback provisions it would be impossible to have such a high building. He stated that the flyer is inaccurate.

There being no further business the meeting was adjourned at 8:33 p.m..


MAYOR ISAAC SLAVER

ATTEST:


TOWN CLERK

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 18.

ITEM: Discussion requested by Council Member Reid regarding possible amendments to the Town Code for the regulation of below grade parking garages and vehicle parking lifts. Enclosed please find a staff report from Town Planner Miller.

DESCRIPTION:

At the May Town Council Meeting Council Member Reid asked for Staff to research possible amendments to the Town Code regarding the vehicle parking lifts, and the underground parking garages.

Enclosed find a Staff Report from Town Planner Michael Miller.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

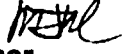
Submitted By: Alba Chang, Recording Secretary
Kelly Reid, Council Member

ATTACHMENTS

1.	MM Staff Report	BHI TC Staff Report Garages May 28 2015.pdf
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**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: May 28th, 2015

Subject: Town of Bay Harbor Islands
Town Council Discussion Item
Below Grade Parking Garages / Vehicle Lifts
MMPA Acct. No. 01-0702-0500A

ISSUE:

At the May 11th, 2015 Town Council meeting Council Member Reid requested two (2) items be added to the June 2015 Town Council agenda for discussion. The first topic was to discuss banning future underground parking garages in new developments. The second topic was to discuss banning vehicle lifts in new developments. MMPA was requested to research existing developments and proposed new developments and provide information on those developments that have those features.

BACKGROUND / ANALYSIS

Due to the small size of the Town's development lots the Code, the realization that property owners were seeking re-development approvals, and the Town Code has required for many years that when a site is re-developed all on-street swale parking must be removed and all new required parking must be placed on the development site, the Town Council modified its Codes about 10 years ago to not only specify a certain amount / size / location of off-street parking spaces, but further, the Code specifically allows alternative parking lot designs, including tandem and mechanical lifts. Underground parking garages have never been prohibited in the Town and a few older complexes have this feature. About 1/3 of the newer re-development projects have either below grade parking garages and/or mechanical lifts (see attached chart). Five (5) of the newer projects have "deep" garages while most are depressed just a few feet. Any area in a building below Base Flood Elevation (BFE) must prove it is protected from flood waters and provide pumps / flood panels / etc. that satisfy the Building Official. Based on the Town Council's discussion staff can take the requested actions.

Town of Bay Harbor Islands

May 2015

East Island Multi-Family Residential

Existing/Under Construction/Approved Properties with Parking Lifts and Garages Below Grade / Below BFE

Property Name	Property Address	Below Grade	Below BFE	Lifts
Existing Residential Properties				
Ten Thousand Plaza	10000 West Bay Harbor Drive	N/A	N/A	N/A
Riva Bay Harbor	9400 West Bay Harbor Drive	-8'-11"*	-12'-4"*	Yes

Under Construction Residential Properties				
Monarch Hotel	9540-50 West Bay Harbor Drive	-8'-0"***	-11'-8"***	Yes
"O" Residences	9821-41 East Bay Harbor Drive	-0'-6"	-5'-10"	No
Bay Harbor Club	1025-35 92 nd Street	-3'-5"	-7'-6"	No
Ivory Condo	9261 East Bay Harbor Drive	-5'-4"	-7'-3 1/2"	No
Bay Harbor Residences	9940 West Bay Harbor Drive	-2'-6"	-6'-2"	Yes

Approved Residential Properties				
Royal House	9431-81 East Bay Harbor Drive	-10'-4"	-16'-0"	Yes
Island House	9201 East Bay Harbor Drive	-10'-10"	-16'-0"	Yes
Town Lofts	1100-20 100 th Street	-2'-0"	-6'-4"	No
La Boutique	9521-41 East Bay Harbor Drive	-4'-8"	-8'-8"	Yes
9290 Condo	9290 West Bay Harbor Drive	-10'-6"	-15'-4"	Yes

N/A – Information not available

* Based on 2010 Revised Plans at MMPA Office

** Based on Jan 31, 2014 Arch Plans – Note lobby level assumed to be BFE

AGENDA ITEM REPORT

June 8, 2015

ITEM NUMBER: 19.

ITEM: Discussion requested by Town Manager Wasson regarding the possibility of amending the Town Code for consistency requiring submittal of final working plans for approved projects within 12 months and allow a one time extension of 180 days to be granted by the Town Manager.

DESCRIPTION:

It has been discovered that the Town Code contains some conflicting provisions on the time a development project must submit final working plans. Below are sections contained in (1) Chapter 5 which refer to the expiration of a development approval in general terms and also (2) sections contained in Chapter 23 relating to the expiration of development projects on the Gateway and PUD districts.

The Town Manager recommends that the code be made consistent requiring submittal of final working plans within 12 months and allow an extension of 180 days to be granted by the Manager.

Section 5-23 - Time for submitting final working plans.

Final working plans must be submitted to the Town Manager within 180 days of the approval of the preliminary plans. if not submitted within that time, the approval of the preliminary plans is automatically vacated. the Town Manager may extend the 180 day period for no more than 180 days.

Sec. 23-21 (j) - Gateway (G) Zoning District - *Legal effect of town approval*. Notwithstanding anything in the Code to the contrary, the approval of the application shall constitute the approved site development plan and the development regulations applicable to the property. The town council shall be prohibited from approving an application that would increase the intensity, density or height of development above that which is allowed by the adopted comprehensive plan and any land development regulations to implement the intensity standards. Multiple uses or utilization of the provisions of the transfer of development rights (TDR) provisions shall be permitted.

Any prior land development permits issued by the town, including but not limited to the PUD Overlay designation on Lots 35 through 37 of Block 4, shall remain in effect until such time as the town or property owner seeks to remove the designation and/or modify the approved development plan. The development criteria contained in this section shall supersede any other code provisions, however, existing development shall be permitted to remain until redevelopment is requested.

In the event that the owner wishes to modify an approved site development plan application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new application shall be filed and shall be subject to the terms and conditions of this section.

In the further event that the owner does not submit complete plans for building permits of

the main building to the town within 12 months and begin development within 18 months from the date of approval, the town's approval shall lapse. For the purposes of this section, the term "begin development" shall mean substantial construction such as land clearing, utility construction, foundation work, etc. The term shall not include property fencing, placement of construction trailers, equipment and materials. Once construction commences, construction activities shall occur continuously with regular inspections. The town, upon a demonstration of just cause by the owner, may grant a reasonable extension of time to commence development. If construction ceases for more than 60 days, the project shall be deemed abandoned and the town's approval shall lapse.

Sec. 23-18 (f) - Planned Unit Development (PUD) zoning overlay district - *Legal effect of PUD.* Notwithstanding anything in the Code to the contrary, the approval of a PUD application shall be deemed a rezoning of the property. Notwithstanding anything in the zoning code to the contrary, breezeways shall not be required in this district unless the town council determines that a breezeway is necessary for aesthetic or other purposes. The approved PUD application shall constitute the approved development and the development regulations applicable to the property and shall not be subject to any variances as may be required by other sections of this Code, except that the town council shall be prohibited from approving a PUD application which would increase the intensity, density or height of development above that which is allowed by the comprehensive plan or underlying zoning district. Multiple uses or utilization of the provisions of the transfer of development rights (TDR) provisions shall be permitted. Upon demonstration by an applicant that the provisions herein conflict with federal, state, and/or county laws, statutes, ordinances, or regulations, the town council is empowered to waive inconsistent provisions of this section.

Upon demonstration by an applicant that the provisions herein conflict with federal, state, and/or county laws, statutes, ordinances, or regulations, the town council is empowered to waive inconsistent provisions of this ordinance.

In the event that the owner wishes to modify an approved PUD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new PUD application shall be filed and shall be subject to the terms and conditions of this section. **In the further event that the owner shall not begin development pursuant to the approved PUD application for a period exceeding six months, the PUD designation shall lapse and the overlay district shall terminate.**

The town council shall have full authority to approve, approve with modifications, or deny a PUD application based upon its legislative determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare to at least an equivalent degree as the underlying zoning. Likewise, the town council shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any PUD application.

RECOMMENDED ACTION:

Amend the Town Code.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager
 Craig Sherman, Town Attorney

ATTACHMENTS