

TOWN OF BAY HARBOR ISLANDS

November 9, 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:

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:

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.)*

1. **Consideration and Approval** of a resolution requested by Mayor Leonard urging the Florida Legislature to enact legislation that would prohibit discrimination in Florida on the basis of sexual orientation and gender identity or expression. Enclosed find a copy of the proposed resolution.
2. **Consideration and Approval** of the Meeting Minutes for Budget Workshop held on July 28, 2015. Enclosed find a copy of the proposed Minutes.
3. **Consideration and Approval** of an expenditure in the amount of \$16,759.00 to Airstron, Inc for the purchase of a new air conditioning system to regulate the computer / server room. Enclosed is a copy of the invoice and field work order.
4. **Consideration and Approval** of a proposal by Alan Jay Ford, through the Florida Sheriff's Association & Florida Association of Counties, to purchase two (2) 2016 Ford F-150 Trucks in the amount of \$45,037.90. Enclosed is a copy of the proposal from Alan Jay Ford.

5. **Consideration** and **Approval** of housekeeping transfers and supplemental appropriations for the year ended in September 30, 2015. Enclosed find a memorandum from the Finance Director, Alan Short.

STAFF RECOMMENDATION: Approval.

POLL VOTE

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

6. **Consideration** and **Approval** of an ordinance on **first** reading requested by Council Member Yaffe amending Section 5-12.2 of the Town Code relating to driveways in the RD single-family district. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO DRIVEWAYS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING SECTION 5-19.2 OF THE BUILDINGS AND CONSTRUCTION CODE TO PROVIDE REGULATIONS FOR SECURITY GATES AT DRIVEWAY ENTRANCES FOR HOMES ALONG KANE CONCOURSE, TO MODIFY REGULATIONS FOR ALLOWABLE DRIVEWAY WIDTHS, AND TO MODIFY THE LIST OF PERMITTED AND PROHIBITED DRIVEWAY MATERIALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

7. **Consideration** and **Approval** of an ordinance on **first** reading requested by Mayor Leonard amending Section 11 of the Town Code entitled land development regulations to create a new Green / Sustainable Building Program. Enclosed find a copy of the proposed ordinance and supporting documents.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES; AMENDING CHAPTER 11 ENTITLED LAND DEVELOPMENT REGULATIONS; CREATING A NEW ARTICLE V TO BE ENTITLED SUSTAINABLE BUILDING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

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

8. **Discussion** and **possible** action regarding the possibility of sidewalk expansion for the Shepard Broad Causeway Intracoastal Water Bridge and the Indian Creek Bridge. Enclosed find proposal from Bridge Engineers, Kimley-Horn Associates, Inc and Hardesty & Hanover.

STAFF RECOMMENDATION: At this time, Staff would recommend addressing wider sidewalks when the bridges are scheduled to be replaced.

9. **Consideration and Approval** of cost adjustment for the Bay Harbor Islands Community Center in the amount of \$675,923 . Enclosed find the contractor proposals and supporting documents.

STAFF RECOMMENDATION: Approval.

POLL VOTE

10. **Consideration and Approval** of a contract extension BHI 128 to LMK Pipe Renewal, LLC in the amount of \$300,000 for the installation of a T Liner for sewer laterals to reduce infiltration into the sanitary sewer collection system. Enclosed find a copy of sewer lining requirements and supporting documents.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

11. **Discussion and possible** action of Community Showcase Video Program to enhance the Bay Harbor Islands Web Site with community promotions, special events, professional marketing and local BHI business advertising. Attach find a related information pertaining to this request.

STAFF RECOMMENDATION: Approval.

12. **Consideration and Approval** of a proposal from Hazen and Sawyer in the amount of \$65,000 to prepare a Plan of Compliance for utility owned Sanitary Sewer Collection Systems. Enclosed find the proposal from Hazen and Sawyer.

STAFF RECOMMENDATION: Approval.

POLL VOTE

13. **Additional discussion** and direction requested by Town Manager Wasson regarding the concept presented by Council Member Marano at last month's meeting of a cohesive concept for the Causeway Island, which includes an entrance feature and a some passive park features on the island's median. Enclosed is information provided by Council Member Marano. Also attached is a sample message sign, to be placed on Kane Concourse, which ties in with the concept at Causeway Island.

STAFF RECOMMENDATION: Council Discretion.

DISCUSSION ITEMS:

14. **Discussion** requested by Council Member Reid regarding the noise ordinance. Enclosed find a copy staff report and supporting documents.

STAFF RECOMMENDATION: Council Discretion.

15. **Discussion** requested by Council Member Fuller regarding amending the code to allow portable basketball hoops in the Town's Right-of-Way.

STAFF RECOMMENDATION: Council Discretion.

16. **Discussion** requested by Town Attorney Sherman on information requested by Council Member Reid regarding the possible amendments to the Town Code related to vacation rentals. Attached is information provided by Town Attorney Sherman and Town Planner Michael Miller.

STAFF RECOMMENDATION: Council Discretion.

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

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

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 1.

ITEM: Consideration and Approval of a resolution requested by Mayor Leonard urging the Florida Legislature to enact legislation that would prohibit discrimination in Florida on the basis of sexual orientation and gender identity or expression. Enclosed find a copy of the proposed resolution.

DESCRIPTION:

Mayor Leonard request for the Town Council to consider the proposed resolution that promotes and advocates for the passage of the Florida Competitive Workforce Act, that would prohibit discrimination in Florida on the basis of sexual orientation, gender identity or expression.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Jordan Leonard, Mayor

ATTACHMENTS

1.	proposed Resolution	2015.10.30 Resolution - Urging GLBT Legislation .docx
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA, URGING
THE FLORIDA LEGISLATURE TO ENACT SB 120 OR HB
45, ENTITLED THE “FLORIDA COMPETITIVE
WORKFORCE ACT,” OR SIMILAR LEGISLATION THAT
WOULD PROHIBIT DISCRIMINATION IN FLORIDA ON
THE BASIS OF SEXUAL ORIENTATION AND GENDER
IDENTITY OR EXPRESSION**

WHEREAS, Senate Bill 120 (“SB 120”) and House Bill 45 (“HB 45”), both entitled the “Florida Competitive Workforce Act,” have been filed for consideration during the Florida Legislature’s 2016 session by Senator Joseph Abruzzo (D – Boynton Beach) and Representative Holly Raschein (R – Key Largo), respectively; and

WHEREAS, SB 120 and HB 583 would amend the Florida Civil Rights Act and Fair Housing Act, codified at Chapter 760 of the Florida Statutes, to prohibit discrimination in employment, housing, and public accommodations on the basis of sexual orientation and gender identity or expression; and

WHEREAS, The Town of Bay Harbor Islands (the “Town”) prides itself on being a diverse and inclusive community and has demonstrated a long history of opposing discrimination on the basis of, among other things, sexual orientation and gender identity or expression; and

WHEREAS, according to an exit poll conducted by SAVE Dade, Inc. during the 2012 general election, over 90 percent of the County’s voters who were polled felt that people should not be fired from the workplace simply for being gay or transgender; and

WHEREAS, despite these sentiments, Florida state law currently does not offer such protections on a statewide level to lesbian, gay, bisexual, and transgender Floridians; and

WHEREAS, because Florida law currently fails to prohibit discrimination statewide on the basis on sexual orientation and gender identity or expression, the lesbian, gay, bisexual, and transgender Floridians who reside in counties with no local protections are vulnerable to, and without recourse against, such invidious discrimination; and

WHEREAS, there are currently only 10 Florida counties, and approximately 20 municipalities in the State, that have passed measures prohibiting discrimination based on sexual orientation and gender identity or expression, meaning that many thousands of lesbian, gay, bisexual, and transgender Floridians are without protection in the realms of employment, housing, and public accommodations; and

WHEREAS, to that end, the sponsor of HB 45, Rep. Raschein, has observed that in America, “[w]e were founded on the principles of liberty and freedom, and if you can’t allow a person to work or live somewhere because of their sexual orientation, that’s unacceptable”; and

WHEREAS, in addition to ensuring basic fairness and equal treatment for all Floridians, legislation prohibiting discrimination on the basis of sexual orientation and gender identity or expression is increasingly seen as essential to attracting the best and brightest to Florida’s workforce; and

WHEREAS, to that end, the sponsor of SB 120, Senator Abruzzo, has explained that “to remain economically competitive in a global marketplace, Florida must provide an environment that is welcoming to all,” and “[r]ecruiting and retaining talent regardless of their sexual orientation or gender identity will only serve to enhance our reputation and augment our economic viability”; and

WHEREAS, similarly, Rep. Mike Miller (R – Winter Park) has observed that if enacted, “[t]he Competitive Workforce Act will create a stronger workforce in Florida,” because “[p]assing consistent standards across the state will guarantee we are able to draw on the creativity and expertise of all our residents in order to drive our state’s business success”; and

WHEREAS, 84 percent of the nation’s largest companies – many of which do business in Florida – have adopted comprehensive anti-discrimination policies that offer protections to persons who are lesbian, gay, bisexual, or transgender precisely because it is good for business and helps them attract and recruit outstanding talent; and

WHEREAS, the Florida Competitive Workforce Act is supported by the Florida Businesses for a Competitive Workforce (“FBCW”), a coalition comprised of 34 large

employers, including Fortune 500 companies, and more than 400 local businesses in Florida, such as Carnival Corporation, Darden, Office Depot, Raymond James, Walt Disney World Resorts, Wells Fargo, and Winn Dixie; and

WHEREAS, a complete list of the companies and businesses across the State that have united to form the FBCW coalition, and to promote and advocate for the passage of the Florida Competitive Workforce Act, is attached hereto; and

WHEREAS, some version of the Florida Competitive Workforce Act has been introduced in Tallahassee during every legislative session since 2010, but the bill has never received a committee hearing in the House or Senate; and

WHEREAS, to ensure that all Floridians are protected against discrimination on the basis of sexual orientation and gender identity or expression, and to ensure that Florida remains competitive in attracting the best and brightest workers and businesses to the State, it is imperative that the Legislature take action in the upcoming session to enact the Florida Competitive Workforce Act or similar legislation; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands wishes to express its strong support for such legislation,

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

1. The Town Council urges the Florida Legislature to enact SB 120 or HB 45, entitled the “Florida Competitive Workforce Act,” or similar legislation that would prohibit discrimination in Florida on the basis of sexual orientation and gender identity or expression.
2. A copy of this resolution be sent to the Chair and Members of the Miami-Dade State Legislative Delegation, the Governor, the Senate President, the House Speaker, Senator Joseph Abruzzo, and Representative Holly Raschein.

PASSED AND ADOPTED this _____ day of _____ 2015.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 2.

ITEM:

Consideration and **Approval** of the Meeting Minutes for Budget Workshop held on July 28, 2015. Enclosed find a copy of the proposed Minutes.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Minutes - 7-28-15	7-28-15 Budget Wrkp DRAFT.docx
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TOWN OF BAY HARBOR ISLANDS
WORKSHOP MEETING

A Budget Workshop Meeting was held on Tuesday, July 28, 2015 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Member responded:

Mayor Jordan W. Leonard

Council Member Joshua Fuller

Council Member Doris Marano

Council Member Kelly Reid

Council Member Robert Yaffe

Item 1. Brief overview of the proposed budget by Town Manager Ronald Wasson.

Town Manager Wasson gave the Council a brief overview of the proposed Budget. He stated that all of the Directors submitted their department needs and those requests have been addressed. He stated that the property taxes were up almost 12 percent. He explained that there were some areas with challenges; health care coverage was increased by 11 percent; the drawbridge insurance policy also had an increased by \$72,000; the solid waste disposal rate will be increased by 10 percent, the first increase in a few years. He added that this would be the last year with Waste Management under contract, after that the Town will go out to bid. He continue to report the Town will be increasing personnel, 1 for the Town Clerk's Office, 1 for the Police Department, and 3 for the Park and Recreation Department. He added the once the 98th Street Park opened there was need to add more personnel. He stated the proposed millage rate of 4.55 %, would still have a tax increase of 5 %. Town Manager Wasson informed of some of the upcoming events that have been budgeted which included the movies on the green, Story time on the park, 5K / 10K run; Halloween Parade; snow day; summer camp; after care program; 9/11 Ceremony and a Veteran's Day Ceremony.

Town Manager Wasson continued reporting on the proposed budget and explained the they would be funding in to the budget \$1.5 Million for the Community Center; \$65,000 to reserves for the 98th Street Park; \$300,000 for rehabilitation and expansion of Town Hall; new software for Business Tax Receipt, Code and Building Department; new software for the Police Dispatcher Office; \$270,000 for the municipal parking lots to replace the parking meters; \$200,000 for holiday lighting and decorations; \$50,000 to replace 2 Public Works trucks; \$40,000 for the corner landscaping on the East Island and also set money aside for the rehabilitation of the medium on Kane Concourse.

Item 2. Discuss and review the proposed budget.

Mayor Leonard requested to add a spring celebration for Easter. He was opposed to the 10% increase in solid waste and suggested adding 3 percent annually instead.

Town Manager Wasson stated they put funding in to the budget to realign the sewer laterals from the properties to the main line. \$300,000 was budgeted for this year but will hope that the Town would acquire a grant from the State.

On Page 4 & 5, Council Member Yaffe asked for a status update on the Facebook page. Town Clerk Siegel stated that the Town website was almost ready for the launch. Staff finalized the social media policy that will be on the August Agenda for the Town Council consideration. Council Member Reid suggested for the Town to send out e-mail blast to the residents to receive alerts. Town Clerk Siegel stated that the alerts can be added through Facebook and Twitter. Council Member Yaffe asked about the budgeted item for a web app. Town Clerk Siegel stated that the IT Department was still researching this app. Mayor Leonard felt that the Town was too small to invest on a web app.

On page 6, Mayor Leonard stated on the budgeted amount for the expansion of Town Hall, he would like to see other options for Town Hall. Council Member Yaffe asked if the Town Attorney Retainer would remain the same as the last year. Town Manager Wasson responded that there will be increased of \$4,800 a month.

On page 7, Town Manager Wasson explained that funding for a tracking system for the Police department was added to the proposed budget. He felt it would be great feature for management and partially for safety.

On page 9, Council Member Fuller requested funding for the corner landscaping for the East Island. Town Manager Wasson stated that the report was not ready and a specific amount was not budgeted because the Town does not know the total amount. He estimated that it could cost about \$6,000 per corner, and if the Council wishes to add trees, that could increase the price. He stated that they had put \$250,000 on the budget for the causeway and other landscaping. Council Member Fuller asked that the corner landscaping be budgeted for the East Island. Council Member Yaffe asked for staff to research the South Passive Park for additional landscaping.

On page 10, Mayor Leonard requested funding for a new event to be called Spring Celebration. The event will host an egg hunt for the kids to enjoy.

Council Member Reid asked for staff to explain the lightning meter that was currently being used for the 98th Street Park. Town Manager Wasson explained that the park attendant carries a lightning meter, which was very effective. When there is lightning detected within a 6 miles radius, the park attendant is instructed to turn off the water for the splash area of the park as a safety precaution.

On page 12, Council Member Yaffe asked if the money being allocated for the Parking fund was for coin sorting. He asked if that was for the collection of the parking meters. Town Manager Wasson responded yes. Mayor Leonard suggested adding a master meter on the brown parking lot. Town Manager Wasson stated that that can be arranged.

On page 13, Mayor Leonard was opposed to the 10 percent increase in solid waste. He suggested doing 3 percent increases annually until the Town reached the 10 percent goal. Town Manager Wasson stated that it will be changed to 3 percent increase, but they will continue to increase every year until the goal was reached.

On page 14, Causeway fund, Council Member Yaffe requested a presentation for the Holiday lighting decorations. Assistant Manager Jimenez came forward and stated that the proposed plan would be presented at the August regular meeting. He explained the plan would incorporate snowflakes, wrapped palm trees, stars, Montgomery palms lighting, and the decorations on the light poles on the Business District. On the East Island the palm trees in the medium will also be wrapped around with lights. On the Causeway entrance, the 12 royal palms would be wrapped with lighting. There would also be a new additional sign that reads Season Greetings that would be added to the standard holiday decorations. The proposed plan will be at the Town Council discretion to choose the designs.

On page 15, Council Member Fuller was concerned with the Community Center; he did not see funds allocated for an operational center. Town Manager Wasson stated that he did not have an estimated amount for the Community Center, but anticipated to receive donations or grants. Assistant Manager Jimenez stated that the vision on the Community Center was to open from 8:00 a.m. to 6:00 p.m. and have the current Parks and Recreation staff move to the facility. Early morning activities will be catered to the seniors and adults. Afternoon activities will focus to the After School activities and a teen center. There was a discussion regarding the hours of operation for the Community Center; the possible addition of a library to the center; personnel; and the possibility of having the center open 7 days a week.

Council Member Reid asked if there was a need to address the flooding. Town Manager Wasson stated that the staff was working on a plan on redoing the stormwater outfalls to increase capacity, will be changing from 10 inch pipes to 20 inch pipes. He also added that the Town was keeping the drains clear to avoid any flooding.

Council Member Reid suggested a salary study to be performed for all personnel; she would like to see some validation. Town Clerk Siegel stated that a similar study was performed many years by former Town Manager Tindle. Council Member Marano felt that there were some salaries were out of range. Town Manager Wasson stated that every city was different and Bay Harbor was the third lowest paid of the rest of the surrounding cities. He also stated that 50 percent of the general employees were maxed out and they only receive a cost of living increase.

Council Member Reid asked how the Code Compliance department was working with just one Code Officer. Town Manager Wasson responded that officer Merizalde has requested more help with the paperwork, so one position has been budgeted to help with Code and the Town Clerk's Office. He felt that at this point, the Town did not require a full time position for Code.

Council Member Yaffe asked on the salary for law enforcement, Town Clerk, and the Executive staff, all come from the General Fund and Causeway Fund. Finance Director Short stated that was how all of the salaries were distribute, they all come from the General Fund.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward to address Council. He suggested the Town budget for a new Town Hall building; building department; community center services; LED sign to announce the Town

meetings. He urged the Council to revisit the impact fees and permit fees. He recommended having the developers donate some of the trees to make enhancements to the corners landscaping.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She asked if the Police Department would be adding body cameras to the officers. She asked why the taxes were being raised; she felt that the Town has a lot of money from the new developments and TDR's payments. Chief Hemingway, came forward and stated for the body cameras for the officer, that would create about a 2 person job to manage with public records and retention. Finance Director Short, responded the permit fees that the Town receives for new development, go to infrastructure like the community center, and Town Hall. He clarified that those funds cannot be used for operational cost.

CLOSED PUBLIC COMMENT

Item 3. Discussion regarding the tentative millage to be advertised via the Notice of Proposed Taxes to be mailed by Miami-Dade County.

ACTION: Council Member Yaffe made a motion to approve the millage rate of 4.55%. Council Member Fuller seconded the motion and it passed unanimously.

Item 4. Discussion regarding additional workshops (if necessary) and the dates and times for the Budget hearings and Special Council meetings to adopt the millage and budget. It is suggested that the first budget hearing be held at 7:00 PM on September 16th, immediately preceding the regular Council meeting. The second hearing could be scheduled anytime from September 21st through September 30th after 5:00 p.m.

ACTION: Consensus was to hold the first Budget Hearing on September 16, 2015 at 7:00 p.m. and the Second Budget Hearing, September 24, 2015 at 5:00 p.m.

Town Manager Wasson stated that this year was not the best year for Finance Director Short, health wise, but was happy to see return and fully recover.

Mayor Leonard stated that Finance Director Short has received the Financial Reporting Award for 19th consecutive years and thanked him for his dedication.

There being no further business to discuss meeting was adjourned at 8:41 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 3.

ITEM: Consideration and Approval of an expenditure in the amount of \$16,759.00 to Airstron, Inc for the purchase of a new air conditioning system to regulate the computer / server room. Enclosed is a copy of the invoice and field work order.

DESCRIPTION:

Approval of payment in the amount of \$16,759.00 to Airstron, Inc. for providing and installing a new air conditioning system to regulate the computer server room. The old unit was not performing well enough to provide proper cooling of sensitive computer equipment vital to the Town's internal and external computer servers and related systems.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item was a budgeted expense that was included on the 2014-2015 Fiscal year. Work was completed on September 18, 2015.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Randy Daniel, Town Engineer

ATTACHMENTS

1.	INVOICE, PROPOSAL, AND FIELD WORK ORDER TICKET	INVOICE PROPSAL AND FIELD TICKET FOR AC INSTALL FOR COMPUTER SERVER ROOM 08OCT2015.pdf
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Invoice

Airstron, Inc - Dade

Date: 9/29/2015

Invoice No.: 284834

*for work
performed
on 9/18/15*

Bill to: Bay Harbor Town Hall
Attn: Accounts Payable
9665 Bay Harbor Terr
Bay Harbor, FL 33154

Customer ID: BAYHARBORH

Description: 313571/Work Order 222909 A/C-Commercial

Email:

1559 SW 21 AV
Fort Lauderdale, FL 33312
305-940-2962,

Service at: Bay Harbor Town Hall
9665 Bay Harbor Terr
Bay Harbor, FL 33154

Reference: Work Order 222909

PO Number:

Item	Description	Quantity	Unit Price	Amount
Miscellaneous				
	Final Billing	1.00	16,759.00	16,759.00
	- install new 3 ton mini split w/VFD			
Miscellaneous Subtotal				16,759.00

Subtotal:	16,759.00
Sales Tax:	0.00
Total Due:	16,759.00

Airstron, Inc.

Proposal

AIR CONDITIONING/REFRIGERATION
SALES/SERVICE/INSTALLATIONS
1559 SW. 21st Avenue, Ft Lauderdale, FL 33312
Dade (305) 940-2962 · Broward (954) 923-1654
CAC023473

REVISED From 3/5/14

Date: 7/28/15

Proposal Submitted To: Randy Daniel
Name: Bay Harbor Town Hall
Street: 9665 Bay Har. Terr.
City: Bay Harbor
State: FL
Telephone Number: 786 256-8965

Work To Be Performed At: Server Room
Street:
City: State: FL
Date of Plans:
Architect:

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of Based on provided information & operating temperature, we are providing a price to install a 3 ton mini-split Mitsubishi split system. The evaporator section will be mounted on the east wall, & the condensing unit mounted on a new steel frame on the roof along side the existing units. The compressor in this unit comes with a VFD to ramp the compressor up & down according to demand, and also will prevent icing up. Electrical power will have to be connected to your main panel in the storage area. As in the past we assume the City Hall will take care of permitting costs.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars \$ 16,759.00 Delivery time is normally 2 to 3 weeks

With payments to be made as follows: 30% on acceptance, balance on completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Airstron, Inc.

Purchaser (Debtor) agrees to pay all cost of Collection damages, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether Suit be brought or not. The Purchaser (Debtor) agrees that the said materials above described will not be removed from above address without prior written consent of Airstron Inc., The Seller (Secured Party). Purchaser (Debtor) waives demand and all requirements to hold it liable. All delinquent payments shall bear interest at 1 1/2% per month until paid.

If Airstron Inc. is required to make repairs occasioned by improper operation; damage caused by electrolytic action (either battery action or stray currents); negligence or misuse of the equipment or due to any cause beyond our control, purchaser shall reimburse Airstron, for the expenses incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service materials must be purchased by you, from us, at our regular selling prices, and installed by us, during the terms of this contract. Any repairs, refrigerant, chemicals and supplies deemed necessary and recommended by so for efficient operation of your installation are to be authorized by you. Unless these recommendations are accepted by you and authorization given to perform this Service, we will not furnish emergency service. Airstron shall not be liable for injuries to persons, or damages to property, except those due to the negligent acts or omissions of Airstron employees. In no event shall Airstron be liable for any form of damage to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, then the person executing this agreement on behalf of the customer is hereby executing this agreement as an authorized agent of the customer and in addition hereto agrees to serve as a guarantor, and is personally liable for all the debts of the customer, company or corporation arising out of this contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed by the parties that venue or jurisdiction to any litigation arising out of the terms of this contract shall be in Dade County, Florida In the event that any provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full force and effect.

This Proposal may be withdrawn by us if not accepted within 30 Days

Respectfully Submitted Jim Devlin

Per:

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted

Date

Signature

Signature

CUSTOMER

313571

AIR CONDITIONING / REFRIGERATION / SALES / SERVICE / INSTALLATIONS
 1559 S.W. 21st Avenue, Ft. Lauderdale, FL 33312
 534 N.W. Mercantile Place, #104, Port St. Lucie, FL 34986
 1501 Hobbs Street, Tampa, FL 33619 • 3012 Kananwood Court, Suite 130, Oviedo, FL 32765
 Dade (305) 940-2962 • Broward (954) 923-1654 • Tampa (813) 681-1282
 West Palm Beach (561) 900-0707 • St. Lucie (772) 924-3000 • Oviedo (407) 977-0604

WORKORDER #.: 222909

DATE: 09-17-2015
Started

DATE: 9-18-2015
Completed

REG CALL
LAB. CONTRACT
PM CONTRACT
INSURED
T & M
QUOTED ✓
INSTALLATION
SURVEY
COD
WARRANTY
COMPLETED ✓
NO GUARANTEE ON LOSS OF REFRIGERANT OR GAS LEAK

BILL TO:	PHONE NO.:
ADDRESS:	CITY:
WORK DONE AT: BAY Harbor Town Hall	PHONE:
ADDRESS: 9665 BAY Harbor Terr BAY Harbor	CITY: 33154
REASON FOR CALL: Inst new 3TON mini split. c.p. room	JUST PO. NO.:
WORK PERFORMED: Lift new condensor onto roof. Set new aluminum base on wall	

Install Condenser on base and secured it down. Drilled holes in wall to run refrigeration lines. Mounted air handler on IT room wall. Ran new insulated refrigerant lines from condenser on roof to air handler in IT Room. Ran new condensate drain line ~~to~~ and connected it to existing drain line. Pressurized system with nitrogen, check for leaks. OK. Put system on vacuum. OK. Open refrigerant valves, left system ready for start up. *Electricians need to run power*

UNIT MODEL	PXA-A36KAG
UNIT SERIAL	PXA-A36NAG.t
AHU MODEL	AT. 600m
AHU SERIAL	

[illegible]

SERVICEMAN	DATE	START	FINISH	STRAIGHT HRS.	O.T. HOURS	MATERIAL TOTAL	
Augusto R-234	9-17-15			8			
CHRISTIAN Q-758	9-17-15			8			
Steve L702	9-18-15			8			
AUGUSTO R234	9-18-15			8		LABOR	

TERMS AND CONDITIONS: Purchaser (Debtor) for valuable consideration, the receipt of which is hereby acknowledged, does hereby purchase from and grant a security interest to Seller (Secured Party) pursuant to the Uniform Commercial Code. The undersigned Seller (Secured Party) has been authorized to order the above labor and materials on behalf of the undersigned Debtor (Purchaser). The labor and materials described above have been completely and satisfactorily performed and furnished. It is expressly agreed that all of the foregoing said property is to remain personal property, not withstanding any attachment thereof to real estate, and that title to and ownership of said property and the right of possession in the event of any default shall be and remain in the Seller (Secured Party) until the purchase price is fully paid with interest. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMED IS THE WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Payment in full is due within ten (10) days from the date of this contract. Purchaser (Debtor) agrees to pay all costs of collection and damages, including a reasonable attorney's fee for collecting this account or repossessing the said property, whether suit be brought or not. The Purchaser (Debtor) agrees that the said materials described above will not be moved from the above address without prior written consent of AIRSTRON, INC., the Seller (Secured Party). Purchaser (Debtor) waives demand and all requirements necessary to hold it liable. All delinquent payments shall bear interest at the rate of 1 1/2% per month until paid. This contract is intended by the parties hereto at the final expression of their agreement and is the complete and exclusive statement of terms thereof. Federal Environmental Regulations prohibit the removal and disposal of hazardous materials such as asbestos, contaminated oils and refrigerants. Cost of such removal and disposal by AIRSTRON, INC., incidental to this proposal. A fee will be charged to the customer for such services.

TERMS 10TH OF MONTH FOLLOWING INVOICE DATE:



APWD

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a proposal by Alan Jay Ford, through the Florida Sheriff's Association & Florida Association of Counties, to purchase two (2) 2016 Ford F-150 Trucks in the amount of \$45,037.90. Enclosed is a copy of the proposal from Alan Jay Ford.

DESCRIPTION:

Money was budgeted in the FY 2015-16 budget, in the amount of \$50,000.00 to purchase two new Ford F-150 Trucks to replace two existing fleet vehicles - #185 and #197. Vehicle #185, a 1991 Chevy S-10 Blazer, while only totaling 45,000 miles in its 24 years of service to the Town, has come to the end of its useful life as a suitable work vehicle. The engine has compression problems, the interior has degraded, and the exterior of the vehicle shows considerable wear and tear. Repairing this vehicle would be more costly than the vehicle is worth.

Vehicle #197, a 2001 Dodge Dakota pickup truck, has been problematic over the past 48 months. During that period, the Town has spent an average of \$3,204.15 per year in repair costs to keep it running.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This is a budgeted item that was included in the 2015-2016 budget, and should not exceed the budget allocation of \$50,000.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Quotation for Truck Purchases	QUOTATION FROM ALAN JAY FORD FOR NEW FORD F150 TRUCKS 21OCT2015.pdf
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QUICK QUOTE SHEET

PAGE 1 of 1

EMAIL darmstrong@bayharborislands.net

www.flsheriffs.org

PAGE #:	859
BASE DISTRICT PRICE:	\$19,683.00

****All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.**

.....

\$449.95

\$0.00

TOTAL COST LESS TRADE IN(S):	QTY	2	=	\$45,037.90
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cheryl.chavis@alanjay.com

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 5.

ITEM: Consideration and Approval of housekeeping transfers and supplemental appropriations for the year ended in September 30, 2015. Enclosed find a memorandum from the Finance Director, Alan Short.

DESCRIPTION:

Transfer of unexpended appropriations to cover over-expenditures in other departments.

Attach find a Memorandum of Explanation from Finance Director.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

1.	Year End Budget Transfers	Budget Amendments 093015.doc
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TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: OCTOBER 23, 2015
TO: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: HOUSEKEEPING TRANSFERS FOR THE YEAR ENDED SEPTEMBER 30, 2015

It is recommended that the following budget transfers and supplemental appropriations be approved for the year ended September 30, 2015:

Description	Account Number	Amount (From) To
Town Council – Printing & Binding	001-511.0-400047.000	\$5,000
Building Department – Communications & Freight	001-524.0-400041.000	\$5,000
Other Public Safety – Other Salaries & Wages	001-529.0-400013.000	(\$10,000)

Costs for the Town's newsletter and communications services in the building department exceeded budgeted amounts. Savings in other general fund departments can be used to offset the over expenditures without increasing total general fund appropriations.

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 6.

ITEM: Consideration and Approval of an ordinance on **first** reading requested by Council Member Yaffe amending Section 5-12.2 of the Town Code relating to driveways in the RD single-family district. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

At the October 13th, Council Meeting, Staff was instructed to prepared an ordinance for first reading on the driveways on the RD single-family district. Enclosed find a staff report and proposed ordinance prepared by Town Planner Miller.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	Staff Report	BHI TC Agenda Package SFR Driveways Oct 26 2015.pdf
2.	proposed ordinance	Driveways - Draft Ord Oct 26 2015-.pdf

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

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

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

Date: October 26th, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Single-Family Driveways
MMPA Acct. No.: 01-0702-0500A

ISSUE

At the August 10th, 2015 Town Council meeting a discussion occurred about driveways (material, coverage, design, etc.) for single-family homes within the Town. Comments included "too much of the front yard areas were being paved" / "not enough landscaping". MMPA was requested to study this and report back with observations / recommendations. Due to a lengthy meeting, discussion on this item was differed at the September 16th, 2015 Town Council meeting. At the October 13th, 2015 Town Council meeting this topic was discussed. The Town Council expressed support for "turf block" as a permissible driveway material, without any delineated borders as recommended by MMPA. The Town Council instructed staff to revise the draft Ordinance accordingly and schedule the item for adoption through the normal process.

ANALYSIS

MMPA researched other municipal codes and researched existing site conditions at homes in the Town to observe how modifying the single-family driveway regulations may affect future development. One key observation is that while the Town requires at least two (2) parking spaces for each home, none are required in a garage (required on exterior driveway). Typically a garage can accommodate 1-2 vehicles with room for 2-3 more vehicles on driveways (straight / circular). A number of homes have removed their garages; therefore, all parking must be done outdoors.

Percentage of Pervious (Green) Space – One way to reduce the expansive hard appearance from adjoining streets is to require a pervious (green) percentage (overall site / front yards). Currently there is no Code requirement for a minimum pervious area for single-family homes within the Town. Many other local municipalities require a pervious percentage for the lot with one municipality (North Miami Beach) requiring a certain percentage in the front (street side) yard.

The attached table (Exhibit "A") shows the 18 single-family homes that have been approved by the Town since January 2014. The average pervious area for the entire lot for these projects is 41% with the lowest being 31% and the highest being 53%. The research of local municipalities show that most require at least 35% pervious (green) open space with some as high as 50%.

The attached table (Exhibit "A") also shows that of the 18 single-family homes approved by the Town since January 2014, the average front (street side) yard pervious area is 50% with the lowest being 30% and the highest being 70%. North Miami Beach requires at least 25% of the front yard area to be pervious.

As stated above it is noted that the Town does not require an interior garage for single-family homes. Many other municipalities require this; this would also potentially reduce the hard appearance along adjoining streets. As the public roadways on the West Island have paved shoulders adjoining the main travel lanes / curbs this adds to the "harder" appearance of the community. When homeowners construct driveways / parking courts in front yard areas without any landscape separation / materials this compounds the appearance issue.

MMPA recommends the Town Council discuss the idea of a pervious (green) space requirement (overall site / front yards) and instruct staff on how they would like to proceed.

Driveway Setbacks from Property Lines – The Town Council felt that a few recent single-family driveways are rather expansive and have a hard appearance from the street, as many of the newer homes approved include a so-called "parking court" in street yards (primary front / side-street for corner lots). One way to potentially soften the appearance is to require a minimum setback from the street property line to on-site parking areas, similar in concept to what the Town requires for multifamily developments (not as wide). Currently Sec. 5-19.2 only requires a 5-foot setback from the side property lines for driveways. There are currently no regulations to require an on-site parking area (driveway / parking space / other impervious area) to be setback from the front / street-side property line. It is unlikely that the Planning and Zoning Board would approve such designs but there are no Code requirements. MMPA recommends that a minimum setback of 3-5 feet be required from the front property line to any interior parking area (driveway / parking space). There would need to be accommodations for circular drive designs (curved islands). Most single family homes on the West Island still have paved parking areas in the adjoining Town swales – the majority of residents wanted this to remain in the Community Enhancement improvements. This also adds to the "hardscape" appearance along the roadways. A minimum landscape setback requirement would provide for some green space prior to any on-site parking areas. See the attached draft Code language (Exhibit "B") for consideration.

Driveway Setbacks from Structures – In addition to setbacks from property lines, Town staff feels that there should be a setback between driveways and walls of structures (other than garage door openings) with landscaping provided. Currently the Code does not require any setback between driveways and a structures. In addition to softening the hard appearance from the street, this would enhance the appearance of a structure when an existing garage is enclosed.

Driveway Material – The Town Council also mentioned that the allowable driveway material for single-family homes must be addressed. Some recent homes have installed decorative concrete "panels" separated by grass / metal / wood / stone (approved by PZB / staff). This was viewed as desirable by the Town Council but the existing Code language is somewhat vague, as it

prohibits "plain concrete". Recently a few single-family homes installed (without Town permission) open "turf block" as their driveway material (one in illegal location too). The Town Council discussed this material at recent meetings and originally opined that this material is not appropriate and that "turf block" should be added to the list of prohibited driveway materials in Sec. 5-19.2(e). However, at the October 14th, 2015 Town Council meeting it was determined to reverse that previous determination and allow the driveway material. MMPA agrees that turf block can look "cheap" and unsightly if not "edged" or maintained properly, and the material can be a liability (tripping). However, the use of turf block is encouraged in some of the "green" / LEED models. It can be difficult to determine where the driveway is located with the use of turf block material. MMPA previously recommended that if the Town Council allowed turf block a distinct visual hardscape border around perimeter of the turf block driveway be required. The Town Council felt this was not necessary and instructed that this proposed requirement be deleted.

Although not discussed MMPA notes that numerous existing driveways are asphalt but are not prohibited. The draft Ordinance will now prohibit "new" driveways from being asphalt (existing driveways may remain). Also, a solid plain concrete driveway stained "grey" would technically meet the Code as it is currently written (if stained OK). No change was requested.

Section 5-19.2(e)(3) lists "plain" concrete as a prohibited material; however, the Town Attorney has opined that if this material is decorative and broken up, it is permitted. Many driveways have been approved with this design / material. The Town Council requested that this language be included in the Code.

Security Gates – In addition to the items discussed at the August 10th, 2015 Town Council meeting, at an April 2015 Planning and Zoning Board meeting a discussion occurred about security gates for a new single-family home located at 1361 Kane Concourse. It was discovered that there is no Code requirement to provide enough space for the vehicular stacking of at least one vehicle off of Kane Concourse so that through traffic is not blocked. The Town has "required" this during site plan approval but no formal Code language exists. MMPA was instructed to draft Code provisions to address this issue.

Section 23-30(c) of the Town Code currently states that adequate provisions shall be made for the stacking of vehicles so that vehicles waiting to enter or exit a site do not block traffic on the adjoining street. Any security gates shall be set back to accommodate at least one in-bound vehicle inside the property line. However, at the April 7th, 2015 PZB meeting, it was discovered that this section only applies to multi-family developments on the East Island. Section 5-19.2, which is the Code section that regulates driveways for the single-family homes (West Island), is silent on the issue.

At that PZB meeting, it was mentioned that two homes on Kane Concourse (1331 and 1351) currently have fenced front yards with vehicular security gates that provide ample room for the stacking of one (1) inbound vehicle off of the street. MMPA inspected the sites, took photographs and measured the distances that were provided. Both gates provided a distance of 18-19 feet from the street curb line to the face of the security gate for inbound vehicles. MMPA / Town staff feels that the space provided is sufficient as the standard parking space size used in the Town is 18-feet in length. It should be mentioned that traffic is relatively calm on the interior West Island roadway, other than Kane Concourse; therefore, it would not be necessary to provide stacking of inbound vehicles. See the attached draft Code language (Exhibit "B") for consideration.

Minimum Driveway Width for Straight Driveways – Another item that has recently been discussed between MMPA / Town staff has been the minimum driveway width for straight-in driveways. Section 5-19.2(d)(1) currently states that straight driveways must be a minimum of 18-feet in width. The intent of this section of the Code is to provide for the required two (2) parking spaces in the driveway. However, a few recent designs submitted to the Town show two separate single car straight-in driveways, one on each side of the lot. The Town Manager has the ability to approve such permits and has instructed staff to approve several. MMPA feels that two straight-in driveways would meet the intent of providing for two (2) parking spaces. MMPA recommends the Code be amended to provide regulations for this type of driveway design. See the attached draft Code language (Exhibit "B") for consideration.

SUMMARY

At the August 10th, 2015 monthly Town Council meeting a discussion occurred about driveways (material, coverage, design, etc.) for single-family homes within the Town. Due to a lengthy meeting, discussion on this item was deferred at the September 16th, 2015 Town Council meeting. At the October 13th, 2015 Town Council meeting this topic was discussed. The Town Council expressed support for "turf block" as a permissible driveway material, without any delineated borders as recommended by MMPA. The Town Council instructed staff to revise the draft Ordinance accordingly and schedule the item for adoption through the normal process.

MMPA recommends the Town Council review and discuss the above revised analysis and proceed with adoption as is, or with additional modifications as deemed necessary.

Attachments: Exhibit "A" – Analysis of Approved Single- Family Homes
 Exhibit "B" – Draft Code Language
 Exhibit "C" – Single-Family Lot Analysis

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO DRIVEWAYS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING SECTION 5-19.2 OF THE BUILDINGS AND CONSTRUCTION CODE TO PROVIDE REGULATIONS FOR SECURITY GATES AT DRIVEWAY ENTRANCES FOR HOMES ALONG KANE CONCOURSE, TO MODIFY REGULATIONS FOR ALLOWABLE DRIVEWAY WIDTHS, AND TO MODIFY THE LIST OF PERMITTED AND PROHIBITED DRIVEWAY MATERIALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Buildings and Construction Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town residents, by providing regulations for driveway security gates for homes along Kane Concourse, by modifying regulations for driveway widths, and modifying the list of permitted and prohibited driveway materials; and

WHEREAS, a public meeting was held before the Local Planning Agency (LPA) of the Town to review the proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Section 5-19.2 to provide regulations for driveway security gates for homes along Kane Concourse, to modify regulations for driveway widths, and to modify

the list of permitted and prohibited driveway materials, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

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

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

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

PASSED on First Reading this ____ day of _____, 2015.

PASSED on Second Reading this ____ day of _____, 2015.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 5

BUILDINGS AND CONSTRUCTION

ARTICLE I. IN GENERAL

Sec. 5-19.2. - Driveways, general; restriction on location and size; prohibited materials in construction of driveways and parking areas; approval of planning and zoning board.

- (a) *Driveways, general.* All single-family residences in the town shall have an outside driveway for off-street parking of at least two vehicles.
- (b) *Location of driveways.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than five feet to the side and to any front (street) yard lot line, except at the driveway connection to the roadway. For circular driveways the landscape strip dimension may taper at the property line. Further, no portion of such driveway shall be installed in the side yard setback beyond the imaginary extension of a line extended from the front wall of the residence to the side yard lot line.
- (c) *Driveway setback from structures.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than two feet to a wall of the structure. Notwithstanding the above, the two-foot setback requirement is not required at garage door openings. If an existing garage is to be enclosed, a setback of two feet must be provided between the enclosed garage and any driveway surface. Within the two-foot setback area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.
- ~~(e)~~(d) *Intersection with streets.* Driveways for residential lots shall not encroach into the street corner radius of two intersecting streets, or be closer than 25 feet to the intersection of extended right-of-way lines.

~~(e)~~ At the intersection of any single-family driveway on the West Island and Kane Concourse, adequate provisions shall be made for the stacking of inbound vehicles so that vehicles waiting to enter a site do not block traffic on Kane Concourse. Any inbound security gate shall be set back a minimum of 18-feet from the street curb line to the face of the security gate to accommodate at least one inbound vehicle inside the street curb line.

~~(d)~~ (f) Size of driveways.

(1) *Straight driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any straight driveway in the RD single-family district of the town shall be 18 feet and the maximum width shall be 20 feet. Notwithstanding the above, the minimum width of straight driveways may be reduced to 12 feet for a single vehicle driveway, provided there are two separate individual driveways for the residence.

(2) *Circular driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any circular driveway in the RD single-family district shall be 12 feet, and the maximum width shall be 20 feet, and further provided that no portion of the driveway may be wider than 20 feet at the right-of-way line.

~~(e)~~ (g) [Prohibited construction materials.] The following materials shall be prohibited in the construction of new driveways and all other parking areas, except as provided in subsection ~~(f)~~(h) below:

- (1) Loose gravel.
- (2) Epoxy ~~e~~Chattahoochee.
- (3) Plain concrete.
- (4) Asphalt.

- ~~(f)~~ (h) *[Use of colored or decorative concrete.]* The use of plain concrete impregnated with color, stamped concrete, decorative concrete slabs separated by grass (natural or artificial), pavers, stone, or similar material, or any combination thereof is allowed. The use of plain concrete in the BAA B-1 zoning district is also allowed.
- (i) *Use of turf blocks.* The use of turf block is allowed. If the turf block is not maintained adequately, as determined by the Town Manager, the Town reserves the right to require the driveway material to be modified or replaced with an acceptable material.
- ~~(g)~~ (i) *[Conformance of existing driveways or paving area.]* At any time when the value of improvements, made within a twelve-month period to a property through construction-related work, equals or exceeds 25 percent of the assessed value of the structure, based on the most recent published assessment of the county tax assessment office, the existing driveways or parking areas for the property shall be brought into conformance with ~~subsections (e) and (f)~~ the current day standards of this section.
- ~~(h)~~ (k) *[Construction-related work.]* "Construction-related work" includes, but is not limited to, landscaping, roofing, improvement of utilities, remodeling and building additions.
- ~~(i)~~ (l) *[Prior filing of application for permit.]* All driveways and parking areas under this section shall require the prior filing with the town of an application for a driveway permit together with scale drawing(s), and approval of the town manager or planning and zoning board as to design, location, size, materials and color.
- ~~(j)~~ (m) *Section application.* This section applies to all driveways in the RD single-family district of the town which are newly constructed; it also applies to reconstruction and/or renovation of existing driveways in that district. Seal-coating or overlay of existing asphalt driveways, absent any change in shape, size or location, shall not be considered as reconstruction or renovation for purposes of this section.

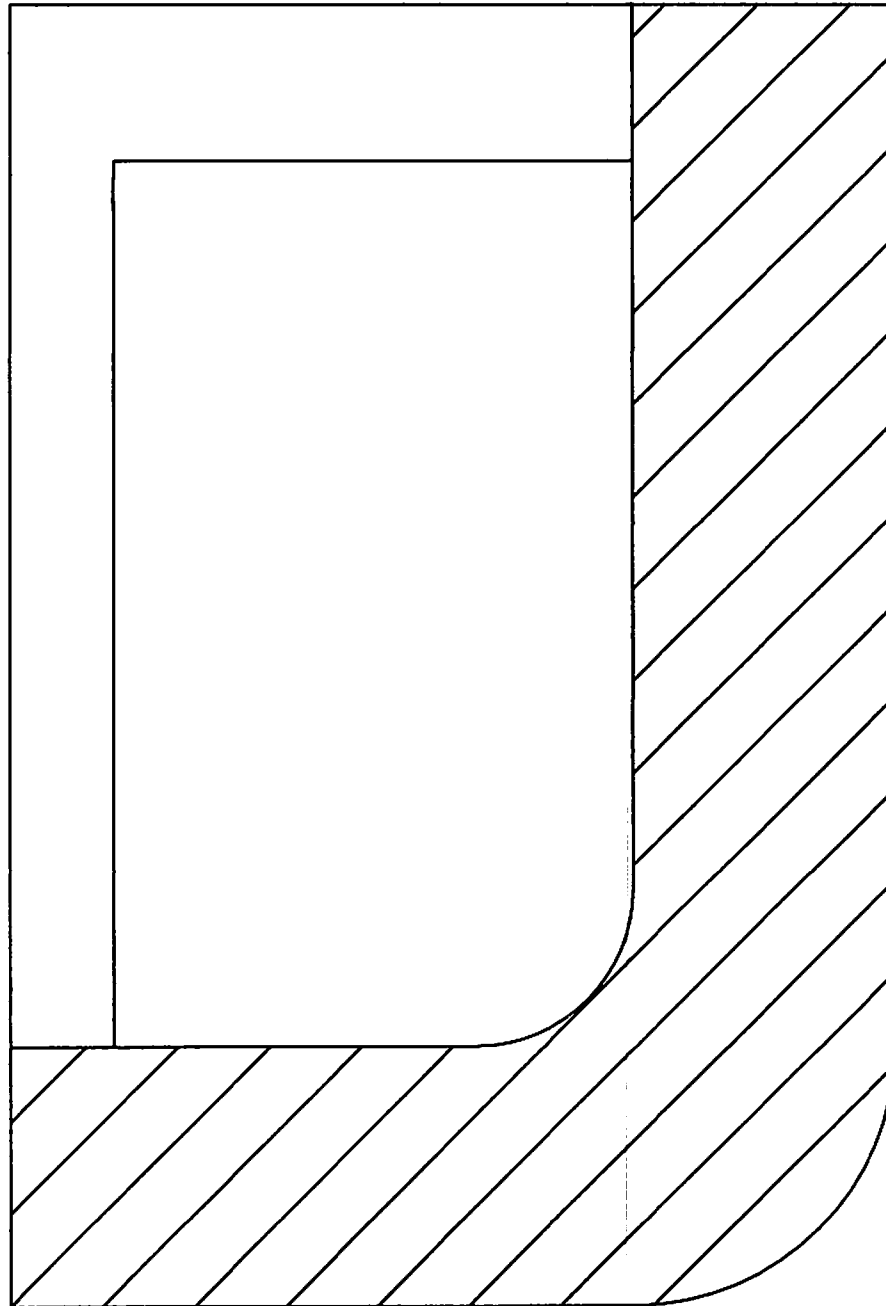
Exhibit "A"
Town of Bay Harbor Islands
Analysis of Approved Single Family Homes as of January 2014

Project Name	Address	PZB Approved	Total Lot Pervious (Green)	Front Yard Pervious	Pool	Garage	Driveway Type	Driveway Width at PL
Finvarb	9500 WBVD	9/2/14	41%	30%	Yes	2 Car	2 Straight	14'-0" for both
Seiden	1288 101 st Street	6/17/14	38%	66%	Yes	2 Car	1 Straight	24'-0"
Albergel	9811 WBHD	2/4/14	41%	52%	Yes	2 Car	1 Straight	22'-7"
Eichen	10340 WBVD	2/4/14	37%	45%	Yes	3 Car	Straight with Parking Court and Side Entry Garage	18'-0"
Casa Bahia Mar	1261 101 st Street	9/16/14	52%	40%	Yes	None	1 Straight Portico	18'-0"
Popiloff	1270 95 th Street	5/20/14	42%	70%	Yes	2 Car	1 Straight	20'-0"
Karam	9530 WBHD	5/20/14	36%	53%	Yes	3 Car	1 Straight with Parking Court and Side Entry Garage	25'-0"
Oren	1261 99 th Street	5/6/14	35%	45%	Yes	2 Car	2 Straight	20'-0" for both
Moezinia	9740 WBVD	6/17/14	38%	51%	Yes	2 Car	1 Straight	20'-4"
1350 BH LLC	1350 98 th Street	8/19/14	32%	34%	Yes	2 Car	Circular	18'-0"
Gebara	1311 100 th Street	11/5/14	37%	44%	Yes	2 Car	Circular	12'-0" 20'-0"
Yoran	1360 98 th Street	1/20/15	53%	53% existing	No	2 Car	Circular	12'-0" 20'-0"
Tabacinic	10200 WBVD	4/7/15	48%	61%	Yes	2 Car	Circular with Parking Court and Side Entry Garage	13'-0" for both
Gross	1361 Kane Conc.	5/5/15	39%	54%	Yes	2 Car	Straight with Parking Court	21'-10"
Garden House I	1260 95 th Street	3/3/15	54%	65%	Yes	2 Car	1 Straight	20'-3"
Mizrahi	1330 97 th Street	8/18/15	42%	29%	Yes	1 Car	Straight with Parking Court	20'-0"
Burstyn	1310 95 th Street	5/19/15	40%	65%	Yes	2 Car	Straight	21'-6"

Exhibit "A"
Town of Bay Harbor Islands
Analysis of Approved Single Family Homes as of January 2014

Project Name	Address	PZB Approved	Total Lot Pervious (Green)	Front Yard Pervious	Pool	Garage	Driveway Type	Driveway Width at PL
9420 WBVD	9420 WBVD	8/4/15	38%	39%	Yes	2 Car	Straight with Parking Court and Side Entry Garage	14'-0"
Average:			41%	50%				

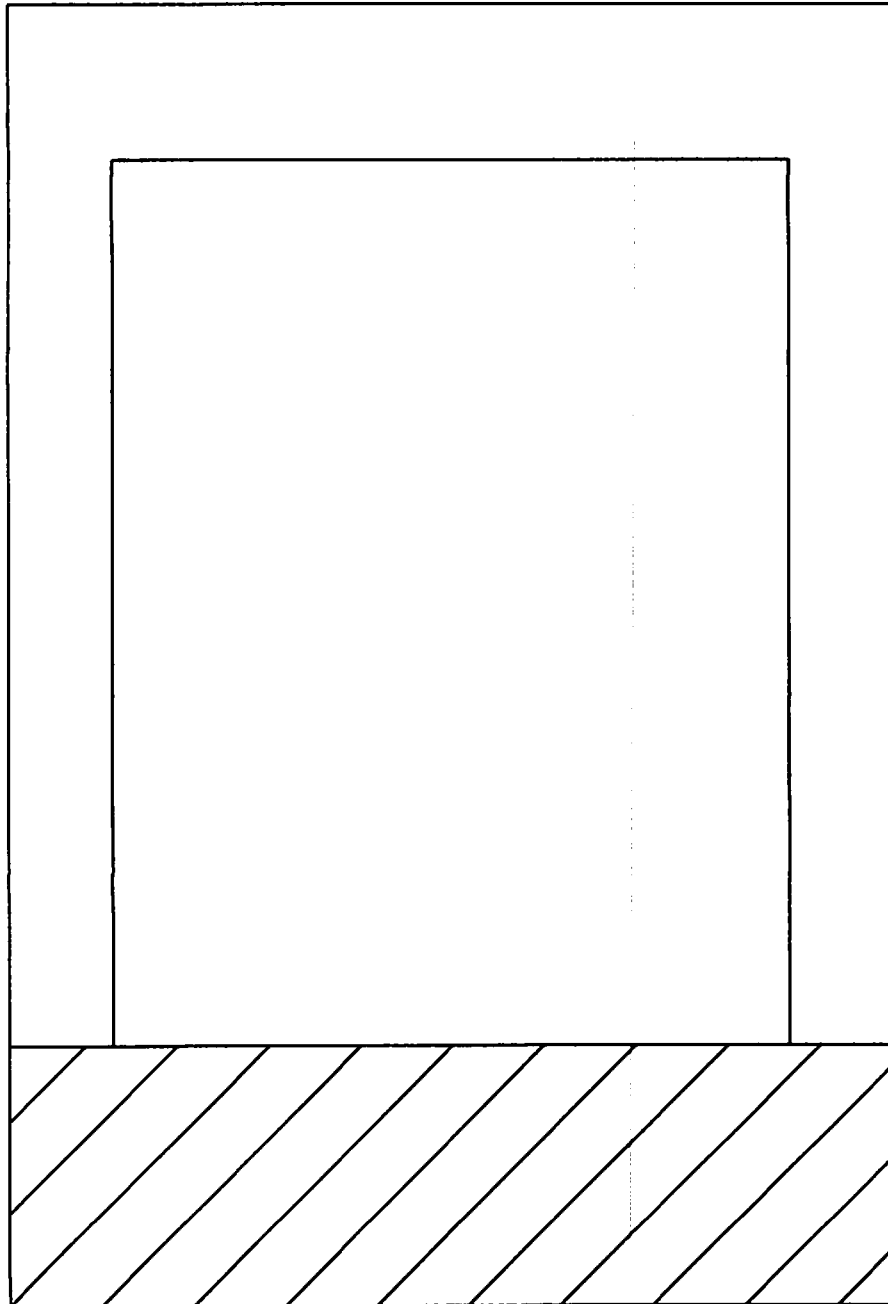
Town of Bay Harbor Islands
Single-Family Driveway Study



Average Interior Corner Lot (80' x 125')

Average Front Yard Setback Area: 4,500 square feet

Town of Bay Harbor Islands Single-Family Driveway Study

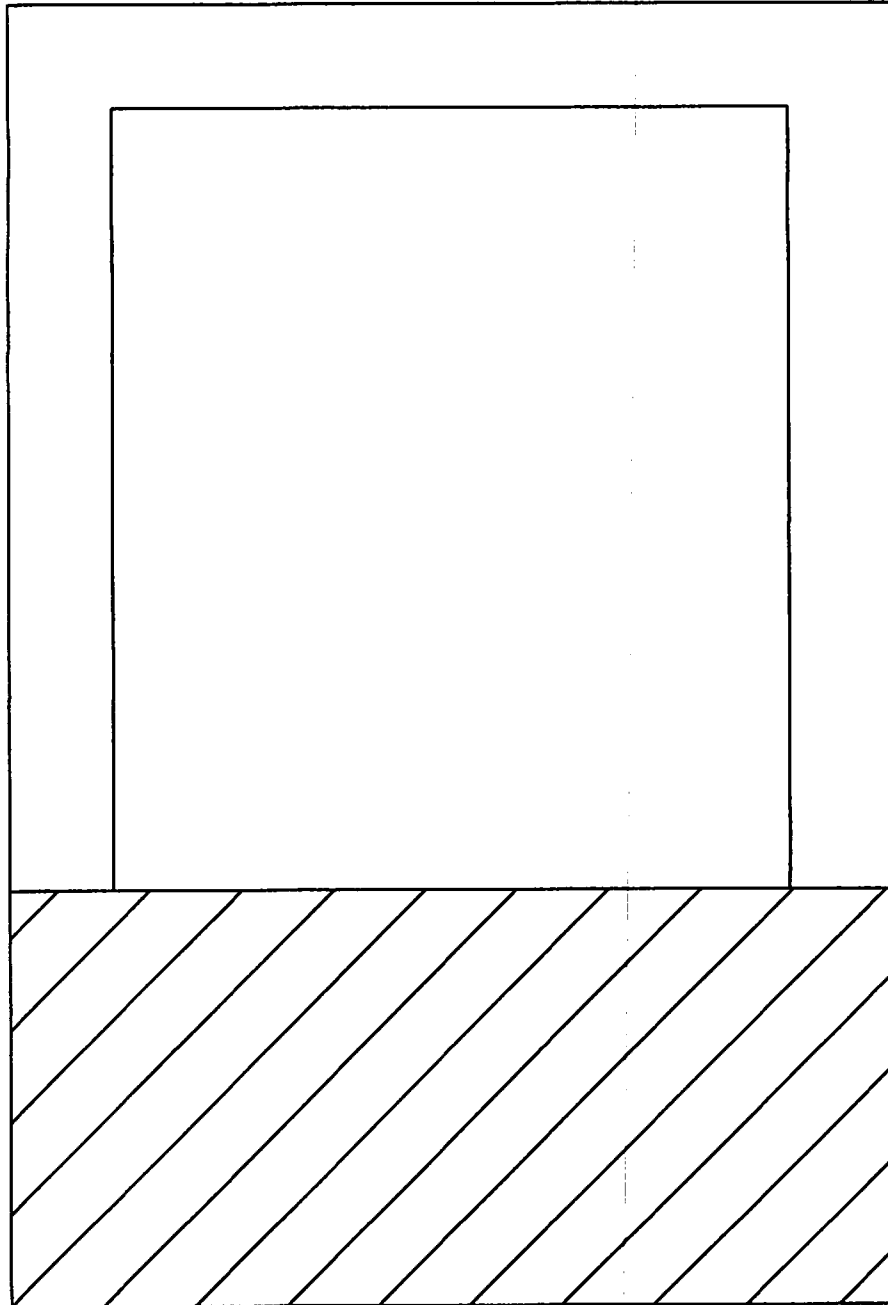


Average Interior Lot (80' x 125')

Average Front Yard Setback Area: 2,000 square feet

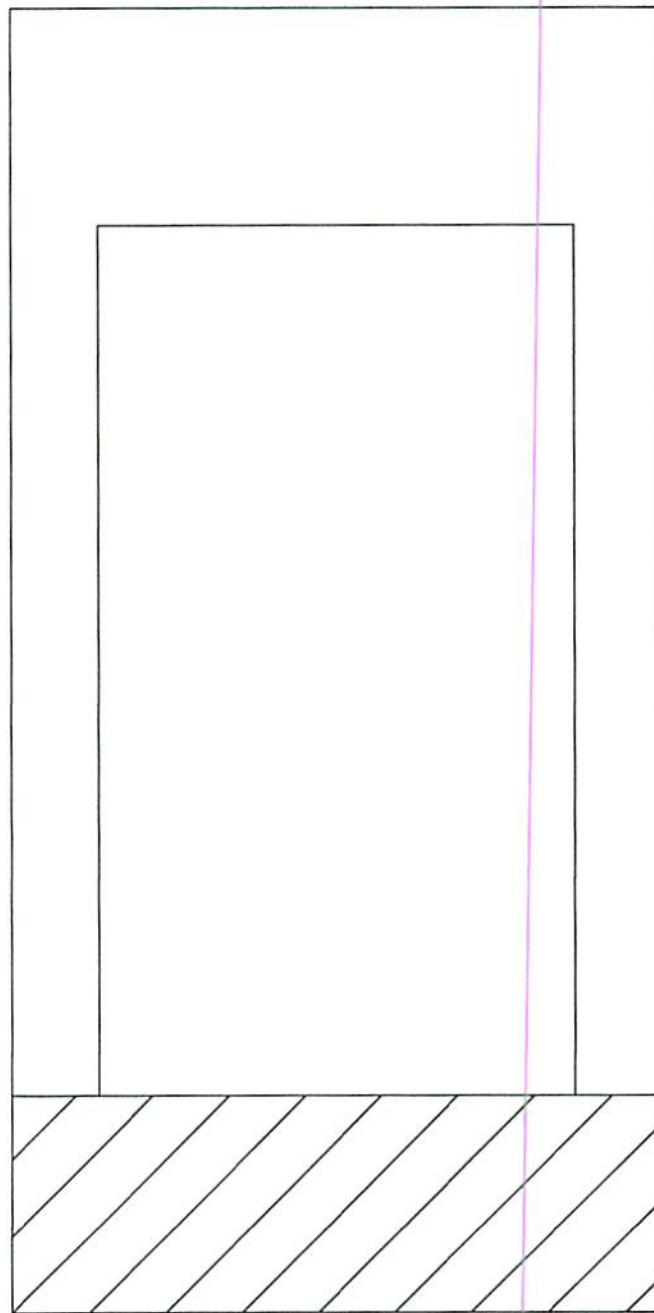
Average Corner Lot on Kane Concourse (80' x 125')
Average Front Yard Setback Area: 5,400 square feet

Town of Bay Harbor Islands Single-Family Driveway Study



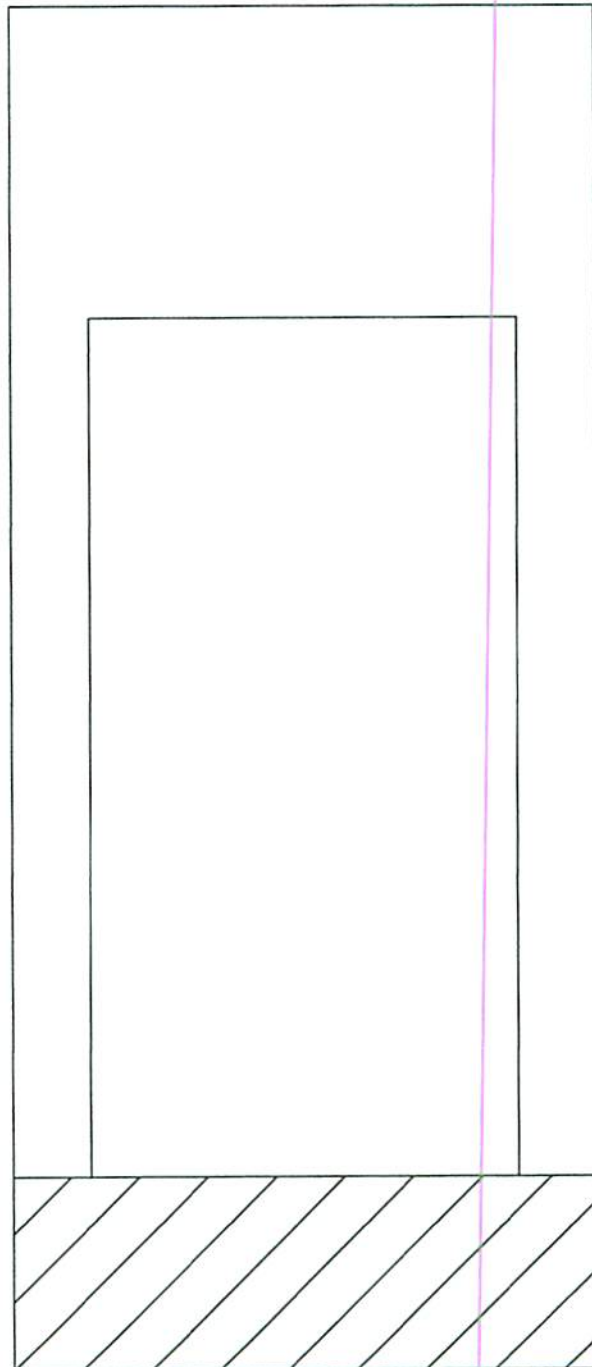
Average Interior Lot on Kane Concourse (80' x 125')
Average Front Yard Setback Area: 3,200 square feet

Town of Bay Harbor Islands
Single-Family Driveway Study



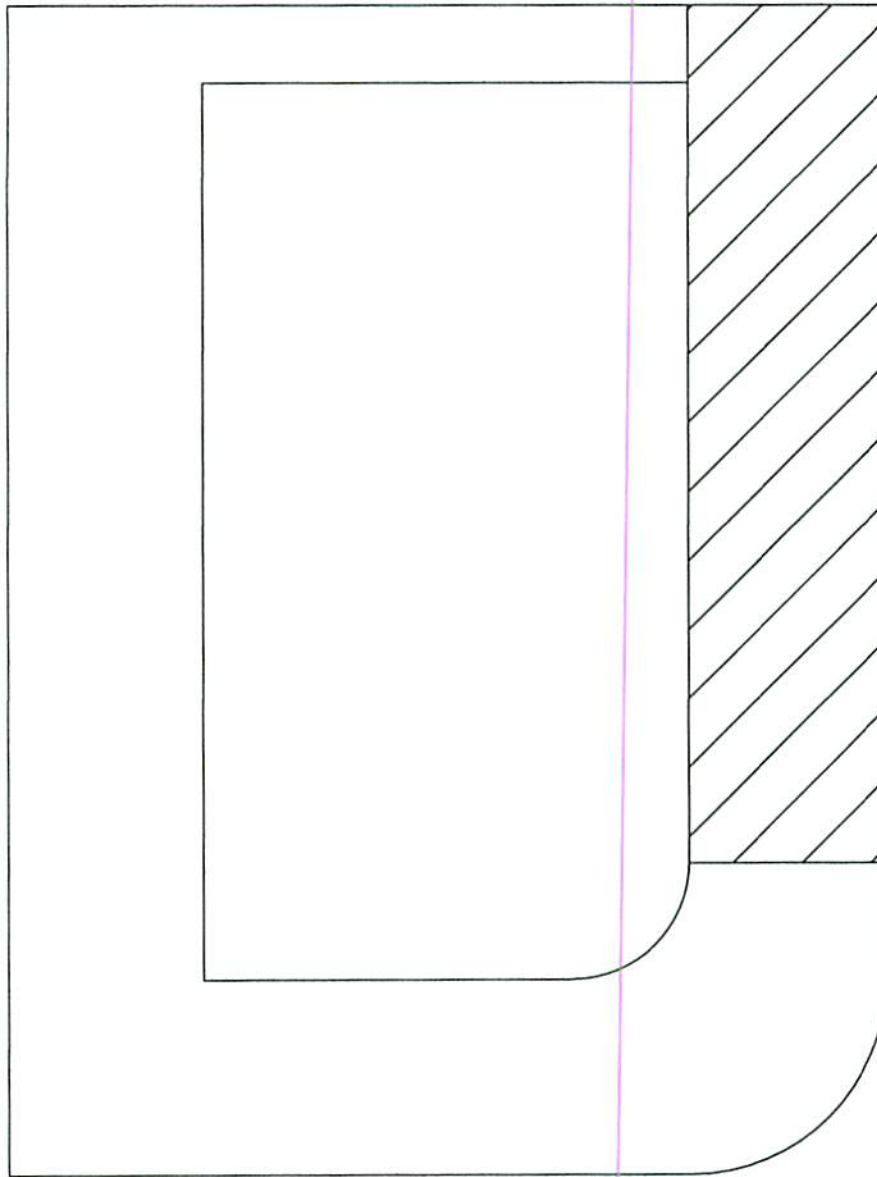
Average Waterfront Lot on Bay Harbor Waterway (75' x 150')
Average Front Yard Setback Area: 1,875 square feet

Town of Bay Harbor Islands Single-Family Driveway Study



Average Waterfront Lot on Biscayne Bay (75' x 175')
Average Front Yard Setback Area: 1,875 square feet

Town of Bay Harbor Islands Single-Family Driveway Study



Average Waterfront Corner Lot on Bay Harbor Waterway
(75' x 175')

Average Front Yard Setback Area: 2,750 square feet



To see all the details that are visible on the screen, use the "Print" link next to the map.



• Asphalt Driveway

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO DRIVEWAYS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING SECTION 5-19.2 OF THE BUILDINGS AND CONSTRUCTION CODE TO PROVIDE REGULATIONS FOR SECURITY GATES AT DRIVEWAY ENTRANCES FOR HOMES ALONG KANE CONCOURSE, TO MODIFY REGULATIONS FOR ALLOWABLE DRIVEWAY WIDTHS, AND TO MODIFY THE LIST OF PERMITTED AND PROHIBITED DRIVEWAY MATERIALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Buildings and Construction Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town residents, by providing regulations for driveway security gates for homes along Kane Concourse, by modifying regulations for driveway widths, and modifying the list of permitted and prohibited driveway materials; and

WHEREAS, a public meeting was held before the Local Planning Agency (LPA) of the Town to review the proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Section 5-19.2 to provide regulations for driveway security gates for homes along Kane Concourse, to modify regulations for driveway widths, and to modify the list of permitted and prohibited driveway materials, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become

and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this ____ day of _____, 2015.

PASSED on Second Reading this ____ day of _____, 2015.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 5

BUILDINGS AND CONSTRUCTION

ARTICLE I. IN GENERAL

Sec. 5-19.2. - Driveways, general; restriction on location and size; prohibited materials in construction of driveways and parking areas; approval of planning and zoning board.

- (a) *Driveways, general.* All single-family residences in the town shall have an outside driveway for off-street parking of at least two vehicles.
- (b) *Location of driveways.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than five feet to the side and to any front (street) yard lot line, except at the driveway connection to the roadway. For circular driveways the landscape strip dimension may taper at the property line. Further, no portion of such driveway shall be installed in the side yard setback beyond the imaginary extension of a line extended from the front wall of the residence to the side yard lot line.
- (c) *Driveway setback from structures.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than two feet to a wall of the structure. Notwithstanding the above, the two-foot setback requirement is not required at garage door openings. If an existing garage is to be enclosed, a setback of two feet must be provided between the enclosed garage and any driveway surface. Within the two-foot setback area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.
- ~~(e)~~(d) *Intersection with streets.* Driveways for residential lots shall not encroach into the street corner radius of two intersecting streets, or be closer than 25 feet to the intersection of extended right-of-way lines.
- (e) At the intersection of any single-family driveway on the West Island and Kane Concourse, adequate provisions shall be made for the stacking of inbound vehicles so that vehicles waiting to enter a site do not block traffic on Kane Concourse. Any inbound security gate shall be set back a minimum of 18-feet from the street curb line to the face of the security gate to accommodate at least one inbound vehicle inside the street curb line.
- ~~(d)~~ (f) *Size of driveways.*
 - (1) *Straight driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and

aesthetic characteristics of a particular location, the minimum width of any straight driveway in the RD single-family district of the town shall be 18 feet and the maximum width shall be 20 feet. Notwithstanding the above, the minimum width of straight driveways may be reduced to 12 feet for a single vehicle driveway, provided there are two separate individual driveways for the residence.

- (2) *Circular driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any circular driveway in the RD single-family district shall be 12 feet, and the maximum width shall be 20 feet, and further provided that no portion of the driveway may be wider than 20 feet at the right-of-way line.

~~(e)~~ (g) *[Prohibited construction materials.]* The following materials shall be prohibited in the construction of new driveways and all other parking areas, except as provided in subsection ~~(f)~~(h) below:

- (1) Loose gravel.
- (2) Epoxy ~~e~~Chattahoochee.
- (3) Plain concrete.
- (4) Asphalt.

~~(f)~~ (h) *[Use of colored or decorative concrete.]* The use of plain concrete impregnated with color, stamped concrete, decorative concrete slabs separated by grass (natural or artificial), pavers, stone, or similar material, or any combination thereof is allowed. The use of plain concrete in the ~~BAA~~ B-1 zoning district is also allowed.

~~(i)~~ (j) *[Use of turf blocks.]* The use of turf block is allowed. If the turf block is not maintained adequately, as determined by the Town Manager, the Town reserves the right to require the driveway material to be modified or replaced with an acceptable material.

~~(g)~~ (i) *[Conformance of existing driveways or paving area.]* At any time when the value of improvements, made within a twelve-month period to a property through construction-related work, equals or exceeds 25 percent of the assessed value of the structure, based on the most recent published assessment of the county tax assessment office, the existing driveways or parking areas for the property shall be brought into conformance with ~~subsections (e) and (f)~~ the current day standards of this section.

- ~~(h)~~ (k) *[Construction-related work.]* "Construction-related work" includes, but is not limited to, landscaping, roofing, improvement of utilities, remodeling and building additions.
- ~~(i)~~ (l) *[Prior filing of application for permit.]* All driveways and parking areas under this section shall require the prior filing with the town of an application for a driveway permit together with scale drawing(s), and approval of the town manager or planning and zoning board as to design, location, size, materials and color.
- ~~(j)~~ (m) *Section application.* This section applies to all driveways in the RD single-family district of the town which are newly constructed; it also applies to reconstruction and/or renovation of existing driveways in that district. Seal-coating or overlay of existing asphalt driveways, absent any change in shape, size or location, shall not be considered as reconstruction or renovation for purposes of this section.

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on **first** reading requested by Mayor Leonard amending Section 11 of the Town Code entitled land development regulations to create a new Green / Sustainable Building Program. Enclosed find a copy of the proposed ordinance and supporting documents.

DESCRIPTION:

At the September 16th, Regular Meeting, Staff was instructed to draft a ordinance on first reading setting forth a Green / Sustainable Building Program for new developments. The program is gear to encourage new developments to design and built "greener" buildings. The initial draft ordinance would mandate Town buildings to be LEED certified and private development this would be optional, but incentives would be given to those who meet certain ratings.

Enclosed find a copy of the proposed ordinance and staff report from Town Planner, Michael Miller.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

Fiscal impact will be provided prior to the meeting.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Jordan Leonard, Mayor

ATTACHMENTS

1.	Staff Report	TC Staff Report Sept 30 2015.pdf
2.	Draft Ordinance	Sustainable Building Program Draft Ord Sept 29 2015.pdf

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

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

CC: Ronald J. Wasson - Town Manager
Craig Sherman, Esq. - Town Attorney
Marlene Marante, CMC - Town Clerk

From: Michael J. Miller, AICP
Consultant Town Planner

Date: September 30th, 2015

Subject: Town of Bay Harbor Islands, Florida
Green / Sustainable Building Program
Draft Land Development Regulations
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS:

The Town has recently been discussing ways to set forth the Town's desired objectives for "green / sustainable building programs". This topic has been in the forefront of government discussions for several years now, including the Federal, State, Counties and local levels. State law (Sec. 255.2575 F.S.) requires that county and municipal buildings must meet certain sustainable building ratings. For private development this is mostly optional, but incentives are given to encourage developers to meet certain ratings. There are several private groups that have developed sustainable building rating / incentive systems for designing and building "greener" buildings. In some cases incentives are given such as tax credits or fee reductions. Some "green initiatives" are simple such as using more energy efficient light bulbs or light sensors / timers, upgraded air-conditioning systems, fleet fuel changes or Landscape Codes that require shade trees. The Florida Building Code is one of the toughest in the world - it is estimated by most Building Officials / architects that new buildings built today would be equal to a "Bronze" LEED rating. Several local governments in South Florida have enacted various forms of Policy statements, action plans and land development regulations (LDRs), some of which are quite costly. Some of the local governments have very detailed / elaborate LDRs that require while others are more passive. Research was done of several other communities, including the City of Pinecrest, which was noted to have an advanced program. MMPA was instructed to prepare a draft set of LDRs for the Town based on the "Pinecrest Model" (mandatory for government / optional for private). Attached is our initial draft Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES; AMENDING CHAPTER 11 ENTITLED LAND DEVELOPMENT REGULATIONS; CREATING A NEW ARTICLE V TO BE ENTITLED SUSTAINABLE BUILDING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development and re-development of lands within the Town, and amends the Zoning and Planning Code accordingly; and

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

WHEREAS, Section 255.2575 of the Florida Statutes requires that county and municipal buildings meet certain sustainable building ratings such as the U.S. Buildings Council's LEED system, GBI's Green Globes, the Florida Green Building Coalition green building standards, or other nationally recognized building rating standard; and

WHEREAS, the Town Council also desires to promote and encourage the construction of sustainable buildings by the private sector; and

WHEREAS, the U.S. Green Building Council (USGBC) has developed the Leadership in Energy and Environmental Design (LEED) rating system that is a voluntary, multi-tiered certification program for sustainable buildings; LEED buildings conserve materials, energy, water, and other natural resources and provides occupants with healthier and more productive interior environments; and

WHEREAS, the Florida Green Building Coalition (FGBC), a non-profit corporation, has developed the Florida Green Building Residential and Remodeling Designation Standard, the Florida Green Commercial Designation Standard, the Florida Green Development Designation Standard, and Green Local Government standard providing opportunities for development to "be green", and providing examples and resources for achieving certification; and

WHEREAS, the University of Florida (UF) Institute of Food and Agriculture Sciences (IFAS) has developed a landscaping education and recognition program, Florida

Yards and Neighborhoods, that addresses serious problems of pollution in storm-water runoff, water shortages, and disappearing habitats with environmentally conscious landscaping principles; and

WHEREAS, the U.S. Department of Energy (DEO) and U.S. Environmental Protection Agency (EPA) have developed the Energy Star labeling program to identify and promote energy-efficient products and programs to reduce greenhouse emissions; and

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

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Land Development Regulations contained within Chapter 11 is hereby amended to add a new Article V, establishing a Sustainable Building Program, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

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

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

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

PASSED on First Reading this ____ day of _____, 2015.

PASSED on Second Reading this ____ day of _____, 2015.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT “A”

**The Town of Bay Harbor Islands, Florida Code of Ordinances
is hereby amended as follows:**

CHAPTER 11

LAND DEVELOPMENT REGULATIONS

ARTICLE V. SUSTAINABLE BUILDING PROGRAM

Sec. 11-60. - Sustainable building program.

- (a) Purpose and intent.** The purpose is to establish goals, programs and procedures that will help the Town become a more sustainable community. This program shall establish new environmental goals for the Town, define a certification-based sustainable building program with incentives, and define new measurement parameters and reporting criteria to track the Town's performance toward its environmental goals. This program will promote economic and environmental health in the Town, through the design, construction, operation, and deconstruction of its own facilities and provide leadership to both the private and public sectors in the arena of sustainable building and development practices and resource efficiency. Specific practices are outlined below.
- (1)** Promote a sustainable future that meets today's needs of a stable, diverse and equitable economy without compromising the ability of future generations to meet their needs by:
- a. Protecting the quality of the air, water, land, and other natural resources;
 - b. Conserving native vegetation, wildlife and habitat;
 - c. Minimizing human impacts on local ecosystems and ecosystems worldwide;
 - d. Reducing greenhouse gas emissions.
- (2)** Become a leader in setting policies and practicing service delivery innovations that promote environmental sustainability.
- (3)** Create a sustainable community by delivering renewable energy and energy-efficient projects, developing green buildings and water-thrifty landscapes, resource education, and utilizing recycling and environmentally sound solid-waste services.
- (4)** Establish a sustainable building program to:
- a. Improve the economic and environmental health of the Town through measurable objectives;
 - b. Track and analyze key indices to measure performance in Town buildings and facilities;
 - c. Commit the Town to achieve green designations in a fiscally responsible manner;

- d. Provide incentives for voluntary compliance;
- e. Provide green building educational opportunities for the community; and
- f. Assist the Town in meeting its overall goal of reducing emissions, energy needs, and water consumption.

(b) Government leadership.

- (1) To demonstrate the Town's commitment to a sustainable building program, the Town shall:
 - a. Strive to achieve a Gold Level FGBC Local Government designation. For any building or office project undertaken by the Town, the Town will participate in the sustainable building program; and
 - b. Track and report the Town's monthly water and energy use; and
 - c. Publish an annual report that outlines the Town's energy and water use for the prior year and outlines methodologies for potential reductions in the subsequent year.
- (2) The Town recognizes USGBC, FGBC, and Energy Star as the official standards for the Town, and it shall be the policy of the Town to finance, plan, design, construct, manage, renovate and maintain its facilities and buildings to be sustainable. It is the Town's intent that all buildings constructed meet criteria standards of USGBC LEED, Florida Green Building Coalition Green Building certification, Energy Star, or similar state or nationally recognized program certification standards.

(c) Applicability.

- (1) For all private construction projects, compliance with this Code is voluntary.
- (2) For all new buildings constructed and owned by the Town, and for all modifications to existing town-owned buildings where the total renovation includes more than 50 percent of the total building square footage, the Town is expected to design and construct buildings and modifications in accordance with the criteria and standards of USGBC LEED, Florida Green Building Coalition Green Building certification, Energy Star, or similar state or nationally recognized program certification standards unless the costs associated with participation significantly outweigh the benefits of participation.

(d) Definitions.

For purposes of this chapter, the following terms, words and phrases shall have the following meanings:

Energy Star means the U.S. Department of Energy (DOE) and U.S. Environmental Protection Agency (EPA) Energy Star labeling program.

FGBC is an acronym for the Florida Green Building Coalition, Inc., a non-profit corporation, whose mission is to establish and maintain a Florida system of statewide green building standards and third party certification programs with environmental and economic benefits.

GBI is an acronym for the Green Building Initiative, a non-profit organization whose mission is to accelerate the adoption of building practices that result in energy efficient, healthier, and environmentally sustainable buildings by promoting credible and practical green building approaches for residential and commercial construction.

GBI's Green Globes means the Green Building Initiative's Green Globes rating system.

LEED means the Leadership in Energy and Environmental Design Rating System of the U.S. Green Building Council.

Sustainable Building means generally the resource efficient design, construction, and operation of buildings by employing environmentally sensible construction practices, systems, and materials. Sustainable building also means an office, residential or Town structure which has obtained sustainable building certification.

Sustainable Building Certification means the final designation awarded to a program participant for a particular project for satisfying all requirements associated with LEED certification, GBI's Green Globes rating system, Energy Star, or FGBC's standards.

USGBC is an acronym for the U.S. Green Building Council, a non-profit organization whose mission is to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy and prosperous environment that improves the quality of life.

(e) Administration.

- (1) The building department is responsible to ensure compliance with applicable requirements of this Code in the construction of new Town-owned buildings, when participation in the sustainable building program is authorized by the Town Manager.
- (2) The building department shall coordinate at least two training workshops per year for the purpose of educating Town staff in the provisions and requirements of the Bay Harbor Islands Sustainable Building Program, and shall provide information and outreach to residents, businesses, and contractors through newsletters, brochures and other community outreach efforts.
- (3) The building department shall make available fast track development review pursuant to the requirements of the sustainable building program.
- (4) The sustainable building program shall be administered on either a per-unit or per-development basis, as specified at the time of permitting. "Per-unit" means each unit built, except that any multi-family dwelling or similarly clustered structure may count as one unit. "Per-development" means each planned development or subdivision.

(f) Environmental sustainability account. The Town shall establish and maintain an environmental sustainability account. The account may be utilized as a source for training, awards, and other direct costs associated with administration of the sustainable building program, subject to availability of funds and appropriation by the Town Council.

(g) Standards. Published LEED standards of the USGBC, FGBC green building standards, GBI's Green Globes rating system, Energy Star standards, or similar state or nationally recognized program certification standards shall be used to measure compliance of buildings participating in the sustainable building program.

(h) Incentives. The incentives contained in this section are intended to encourage the construction of sustainable buildings. For any program participant seeking sustainable building certification for new residential or commercial construction, residential or commercial retrofitting/remodeling, or new Town-owned buildings, the following incentives shall be made available:

- (1) Expedited permitting and fast track development review.
 - a. Development services for sustainable building program projects, including review of site plans and review of applications for building permits, shall be given priority over review of applications for projects that are not sustainable building program projects by all Town departments reviewing such applications. Building permit applications for green buildings shall be accompanied by the appropriate sustainable building permit program application form.
 - b. Applications for subdivision plat approval shall be given priority over other applications provided the developer records in the public records of Miami-Dade County covenants or other restrictions sufficient to require that the development meets the certification criteria as an FGBC Green Development or all homes in the subdivision will be constructed so as to qualify for sustainable building certification.
 - c. Applicants who obtain priority status pursuant to this Code shall provide proof of sustainable building certification, or preliminary sustainable building certification, to the building department within 120 days of construction completion, as defined by the certificate of occupancy or certificate of use issue date. Application forms for sustainable building certification and agreements with property owners or developers seeking priority status may provide that property owners or developers who obtain priority status but fail

to obtain sustainable building certification may be denied future priority status by the Town Manager.

- d. Applicants for building permits who wish to receive expedited permitting and fast track development review for buildings that are not eligible for sustainable building certification may receive expedited permitting and fast track review upon payment of permit fees in the amount of 125 percent of regular permit fees as adopted by Town Council by resolution.
- (2) Rebate of permit fees. Building permit and plan review fees shall be rebated upon certification of sustainable building program projects, including one- and two-family residential projects, and remodeling projects that meet the certification requirements of USGBC, FGBC, GBI's Green Globes, or Energy Star. Proof and verification of certification shall be required as a condition of the rebate of fees by the Town and shall be submitted to the town within 120 days of issuance of a certificate of occupancy or certificate of use to be eligible. Rebates shall be provided pursuant to the following schedule:
 - a. A rebate of thirty (30) percent of paid permit and plan review fees for FGBC "Gold," USGBC "Platinum," or four (4) Green Globes certification;
 - b. A rebate of twenty-five (25) percent of paid permit and plan review fees for FGBC "Silver," USGBC "Gold," or three (3) Green Globes certification;
 - c. A rebate of twenty (20) percent of paid permit and plan review fees for FGBC "Bronze," USGBC "Silver," or two (2) Green Globes certification; and
 - d. A rebate of fifteen (15) percent of paid permit and plan review fees for FGBC "Certified," USGBC "Certified," Energy Star "Certified," "Certified" remodel, or one (1) Green Globe certification.
 - (3) Green building award. For the purpose of publicly recognizing outstanding commitment to "green building and construction practices" the sustainable building program shall provide for an award of a framed Town proclamation to be awarded annually to each program participant receiving a recognized certification.
 - (4) Recognition. The Town shall coordinate a program of recognition, on the Town web site or through other additional means, identifying participating sustainable building projects.
 - (5) Signage.
 - a. A builder may install one additional temporary construction sign, not to exceed twenty-four (24) square feet in area that notes: "This project is a Town of Bay Harbor Islands Green Certified Project by (Company Name)" and/or "Certified Florida Yards & Neighborhoods."
 - b. A developer of a commercial project may add the notation, "Town of Bay Harbor Islands Green Certified Project" in four-inch letters on permitted project entry and identification signs.

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 8.

ITEM: Discussion and **possible** action regarding the possibility of sidewalk expansion for the Shepard Broad Causeway Intracoastal Water Bridge and the Indian Creek Bridge. Enclosed find proposal from Bridge Engineers, Kimley-Horn Associates, Inc and Hardesty & Hanover.

DESCRIPTION:

Earlier in the year, Town Council instructed Staff to research the feasibility and financial impact to make sidewalk expansion for the Intra-Coastal bridges and Indian Creek wider (6 FT). The Town requested proposal from Kimley-Horn and Hardesty & Hanover for the proposed improvements. In past years, this issue has been raised and because of aging structural bridge and financial impact, these projects were deemed not practical.

On the Shepard Broad Causeway, Intracoastal Water Bridge, the structure is over 60 years old. The current renovation that are currently under construction would be impacted, a new concrete retaining wall would need to be install; new lighting system and the entire bridge house and generator house would have to be removed and redesigned. Furthermore, the bascule bridge span would also need to be redesign to accommodate the heavier steel. When adding engineering cost, MOT and inspection services, the estimated costs are approximately \$5,000,000.

The Indian Creek Bridge would also face similar challenges, predating the newer ADA requirements. However, two of the areas of most concern is utility relocation and right of way (ROW). The redesigning for a new wider sidewalk would require the relocation of the Miami Dade water main, which serves Bay Harbor Islands, Town of Surfside, and the Village of Bal Harbor. In addition, the Bay Harbor Islands Force Sewer Main would need to be relocated and redirected to Surfside. If that could be accomplished, both sides of the bridge, north and south face very difficult right of way issues that would impact park facilities in Surfside and Bal Harbour. The estimated cost for for a job of this magnitude would cost approximately \$2,000,000 and would require extensive work in Bal Harbor and Surfside.

At this time Bridge Engineer Hardesty & Hanover recommend that a project of this magnitude be incorporated in a new bridge design, when the current bridges are scheduled to be replaced.

Attach find the proposal submitted by Bridge Engineers Kimley-Horn and Hardesty & Hanover.

RECOMMENDED ACTION:

At this time, Staff would recommend addressing wider sidewalks when the bridges are scheduled to be replaced.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager

ATTACHMENTS

1.	Kimley Horn Sidewalk Study	BHI Bridge Sidewalk Improvements.pdf
2.	Hardesy & Hanover	Hardesy Hanover Sidewalk Estimate.pdf



October 9, 2015

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

**Re: Town of Bay Harbor Islands
Indian Creek and Intracoastal Bridge Sidewalk Improvements
Feasibility Study**

Dear Mr. Wasson:

In accordance with our general services agreement, Kimley-Horn and Associates, Inc. (ENGINEER) is pleased to submit this letter agreement (AGREEMENT) to the Town of Bay Harbor Islands (TOWN) for providing professional services to research the feasibility of improving the existing Indian Creek and Intracoastal bridges with wider sidewalks. Our scope of services and fee are below.

SCOPE OF SERVICES

The intent is to research options associated with modifying existing or adding new sidewalks so that the sidewalk width is six feet for both east and west bound pedestrian traffic. This feasibility study is for the review and analysis of the existing bridge structures to develop possible sidewalk widening alternatives as well as review of sidewalk connections to adjacent properties. Sidewalk improvement alternatives and preliminary costs will be provided to assist the Town in determining the feasibility of six foot wide sidewalks as well as selecting a sidewalk project approach if feasible. The feasibility report will include preliminary sidewalk widening alternatives, preliminary permitting requirements, preliminary opinions of probable construction cost, and estimated construction schedules. This feasibility study will identify impacted properties for possible sidewalk connections, but at this time does not include property ownership research, coordination with impacted property owners, or research necessary for land acquisition or development of easements. Any proposed sidewalk improvements will be provided at a planning/schematic level of detail. This scope of services does not include any field topographic survey, geotechnical services, design plans, permit packages, construction documents, or post design services.

TASK 1 - PROJECT KICK-OFF AND SITE VISIT

The ENGINEER will attend an initial kick-off meeting to discuss available project information and TOWN criteria to be used for this project. The ENGINEER will perform one (1) site visit to obtain available bridge information, existing utility information impacting the bridges, field measurements, and to observe the existing bridge structures as well as adjacent properties. If bridge plans and

current FDOT inspection reports are not available, FDOT requires that the request for bridge information come directly from the municipality. The ENGINEER will assist the TOWN in developing the written request to FDOT.

As part of developing proposed sidewalk improvement alternatives, available property issues such as public right-of-way availability, private property restrictions, and existing or proposed easements will be reviewed as it relates to readily available property appraiser maps. This scope of services also does not include coordination with property owners or public meetings to obtain community input related to sidewalk improvements. Detailed property research and public involvement efforts can be provided as an additional service.

TASK 2 – SCHEMATIC DESIGN AND PERMITTING RESEARCH

Based on review of the information obtained as part of Task 1, the ENGINEER will evaluate and generate up to three (3) proposed sidewalk modification approaches. The intent is to review modifying existing sidewalks, adding new sidewalks, and potentially adding new pedestrian bridges if existing bridge widths and available right-of-way do not allow sidewalk widening. The ENGINEER will develop a schematic plan for each project approach. The schematic plans will be generated on available aerial information if needed. The ENGINEER will review available aerial information to determine potential sidewalk to adjacent property connection issues.

Based on the schematic designs, the ENGINEER will research the anticipated permitting requirements and authorities having jurisdiction. The permitting research will be to develop an estimated level of design permitting required for planning purposes, but does not include any actual project permitting or preparation of permit applications.

The ENGINEER will develop preliminary opinions of probable cost associated with the proposed sidewalk improvement approaches. Based on the preliminary nature of the schematic designs, the preliminary opinions of probable cost will be conservative estimates to assist in determining the feasibility of the sidewalk improvement approaches. This report does not include a financial or cost benefit analysis.

The ENGINEER will attend one meeting with TOWN staff to discuss the proposed sidewalk modification alternatives and preliminary findings prior to developing the feasibility report. The intent is to select one approach for each bridge as the most feasible for further analysis.

TASK 3 – FEASIBILITY REPORT

The intent of this task is to prepare the feasibility report to discuss the sidewalk modification approaches developed in Tasks 1 and 2 and to further review the selected approach for both the Indian Creek and Intracoastal bridges. The ENGINEER will further evaluate issues such as sidewalk or pedestrian bridge designs, constructability, property availability, adjacent property sidewalk

connections, and permitting requirements for the selected alternatives.

The feasibility report will discuss the design criteria, existing information utilized, and include the schematic designs for the selected sidewalk modification approaches for both the Indian Creek and Intracoastal bridges. The feasibility report will include updated opinions of probable construction costs with anticipated contingencies and project schedules that outline the design and construction phases. As with the costs, the project schedules will be conservative in nature based on the preliminary level of design. Consultant will also include estimated engineering fees for survey, design development, construction documents, permitting, bidding, and construction phase services as part of the feasibility analysis.

The ENGINEER will provide three (3) draft copies of the feasibility report to the Town for review and attend one meeting with TOWN staff to discuss the report. The ENGINEER will incorporate Town review comments and provide ten (10) copies of the final feasibility report.

TASK 4 - ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or for a pre-negotiated fee. Additional services we can provide include, but are not limited to, the following:

- Surveying
- Geotechnical
- Meetings and coordination beyond that specifically outlined above
- Presentations to Town Council
- Development of construction documents
- Project permitting
- Environmental Engineering

INFORMATION TO BE PROVIDED BY THE TOWN

- Available plans, surveys, permits, and documents for the Indian Creek and Intracoastal bridges.
- Utility information, sizes, types, etc. that are currently and proposed to be supported on either bridge.
- Access to both sites for under bridge inspections, i.e. a small powerboat and operator.
- Reports such as FDOT, engineering, environmental, hydraulic, etc. that are relevant to either bridge.

DELIVERABLES

- Schematic plans
- Preliminary opinions of probable construction costs
- Anticipated project schedules

- Draft and final feasibility reports

SCHEDULE

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

FEE AND BILLING

The ENGINEER will perform the services described in the Scope of Services for a lump sum fee of **\$48,800.00**. Payment to the ENGINEER will be in accordance with the general services agreement. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the date of the invoice.

The following task items represent a breakdown of the lump sum amount for reference:

TASK	DESCRIPTION	LABOR FEE
1	Project Kick-off and Site Visit	\$6,500.00
2	Schematic Design and Permitting Research	\$18,500.00
3	Feasibility Report	\$23,800.00
LUMP SUM FEE		\$48,800.00

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Gary R Ratay, P.E.
Senior Associate

Copy To: Jamea Long/Tom Farnan/File

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

TOWN OF BAY HARBOR ISLANDS

Agreed to this _____ day of _____, 2015

By: _____

Title: _____

_____, Witness

(Print or Type Name)

Official Seal:



Hardesty
& Hanover
engineering that moves you

1000 Sawgrass Corporate Parkway, Suite 544 Sunrise, FL 33323
T 954.835.9119 • F 954.835.9130

www.hardesty-hanover.com

October 22, 2015

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

RE: Town of Bay Harbor Islands Bridge Sidewalk Widening

Dear Mr. Wasson,

Please find attached our construction cost estimate to widen the sidewalks for the Bay Harbor ICW Bridge and the Indian Creek Bridge. The cost estimate developed uses the most recent unit prices from FDOT Contracts recently bid and the currently ongoing Bay Harbor ICW Bridge rehabilitation. Included in the cost are design and construction inspection fees. The estimated grand total cost is approximately \$8 million dollars in 2015 dollars.

Please note these costs do not include the following issues that are difficult to assess at this time without adequate background information. This includes the following:

The Indian Creek Bridge:

1. The Indian Creek Bridge is on very tight Right of Way available to the Town. The Town of Bay Harbor will be required to negotiate with the town of Surfside and Bal Harbour Village to acquire easements in order to construct the wider sidewalk on the east approach.
2. There is a 48" sanitary water force main attached to the north side of the Indian Creek Bridge that will require relocation with a directional bore. An additional \$200-500k will be required.
3. The structural integrity of the superstructure and the substructure will require assessment to determine if additional load can be added without compromising the capacity of the bridge.

The Bay Harbor ICW Bridge:

1. The bascule span sidewalks were replaced in 2013. This would require removal of this work recently accomplished.



Hardesty
& Hanover
engineering that moves you

2. Widening the sidewalks on the bascule span would require reconstruction of the control house and the generator house on the west bascule pier. Reconstruction of these facilities will require a temporary relocation of the bridge control systems.
3. The bascule span will also require assessment of its integrity to support the additional load of the widened sidewalks, which includes rebalancing the bascule span. This may also require replacement of the mechanical and electrical system.
4. The approach span concrete deck, superstructure and substructure will also require assessment to ensure the wider sidewalks can be supported on the existing structure.

Very Truly Yours,

Timothy J. Noles, PE
Principal
Hardesty & Hanover

BAY HARBOR BASCULE SIDEWALK WIDENING

BRIDGE NOS. 875101 - ICU

PAY ITEM NO.	PAY ITEM NAME	UNIT	UNIT COST	QTY	COST
TRAFFIC CONTROL					
101 - 1 -	MOBILIZATION	LS	\$381,547	1	\$381,547
102 - 1 -	MAINTENANCE OF TRAFFIC	LS	\$455,208	1	\$455,208
102 - 60 -	WORK ZONE SIGN	ED	\$0.35	4,688	\$1,641
102 - 71 - 14	BARRIER WALL, TEMPORARY, F & I, TYPE K	LF	\$26.00	638	\$16,575
102 - 71 - 24	BARRIER WALL, TEMPORARY, RELOCATE, TYPE K	LF	\$15.00	983	\$14,738
102 - 74 - 1	TEMPORARY BARRICADE, TYPE I, II, DI, VP, DRUM	ED	\$0.30	47,513	\$14,254
102 - 74 - 2	BARRICADE, TEMPORARY, TYPE III, 6'	ED	\$0.50	1,650	\$825
102 - 76 -	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	\$5.07	825	\$4,183
102 - 77 -	HIGH INTENSITY FLASHING LIGHT, TEMPORARY, TYPE B	ED	\$0.50	825	\$413
102 - 79 -	LIGHTS, BARRIER WALL MOUNT, TEMP, TYPE C, STEADY BURN	ED	\$0.17	5,925	\$1,007
102 - 89 - 7	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	LO	\$1,000	5	\$4,500
102 - 99 -	PORTABLE CHANGEABLE MESSAGE SIGN - TEMPORARY	ED	\$15.00	863	\$12,938
710 - 11 - 111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	LF	\$0.16	12,245	\$1,959
710 - 11 - 211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LF	\$0.16	13,531	\$2,165
711 - 16 - 111	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	LF	\$0.76	4,082	\$3,082
711 - 16 - 131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP	GM	\$1,325.00	1	\$1,411
711 - 16 - 211	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	LF	\$0.82	4,510	\$3,682
SUB TOTAL					\$920,125

**BAY HARBOR BASCULE SIDEWALK WIDENING
BRIDGE NOS. 875101**

PAY ITEM NO.	PAY ITEM NAME	UNIT	UNIT COST	QTY	COST
APPROACH SPAN					
110 - 3 -	REMOVAL OF EXISTING STRUCTURE (SIDEWALK AND BARRIER)	LS / SF	\$20	10863	\$217,260
400 - 4 - 4	CLASS IV CONCRETE-SUPERSTRUCTURE (SIDEWALK AND CURB)	CY	\$2,000	919	\$1,838,000
415 - 1 - 4	REINFORCING STEEL (SUPERSTRUCTURE)	LB	\$1.00	183,800	\$183,800
460 - 1 - 15	STRUCTURAL STEEL, (REHAB) MISCELLANEOUS (SIDEWALK BRACKET)	LB	\$10	84,216	\$842,160
460 - 71 - 2	METAL TRAFFIC RAILING (STEEL POST AND RAIL)	LF	\$350	2,960	\$1,036,000
SUB				TOTAL	\$4,117,220

BASCULE LEAF					
110 - 3 -	REMOVAL OF EXISTING STRUCTURE (SIDEWALK AND BARRIER)	LS / SF	\$15	659	\$9,885
507 - 70	ALUMINUM SIDEWALK FLOOR	SF	\$90	1,647	\$148,230
460 - 1 - 5	STRUCTURAL STEEL, (REHAB) BASCULE LEAF (SIDEWALK BRACKET)	LB	\$15	5,082	\$76,230
460 - 1 - 15	STRUCTURAL STEEL, (REHAB) MISCELLANEOUS (STEEL CURB)	LB	\$10	15,372	\$153,720
460 - 71 - 2	METAL TRAFFIC RAILING (STEEL POST AND RAIL)	LF	\$350	183	\$64,050
512 - 1 - 1	MOVABLE BRIDGE - CONTROL HOUSE / GENERATOR HOUSE MODIFY	LF	\$750,000	1	\$750,000
SUB				TOTAL	\$452,115

MECHANICAL					
465 - 3 - 17	MOVABLE BRIDGE COUNTERWEIGHT, F&I, BALANCE BLOCKS	EA	\$100	1,000	\$100,000
465 - 3 - 50	MOVABLE BRIDGE COUNTERWEIGHT, ADJUST	EA	\$20,000	2	\$40,000
SUB				TOTAL	\$452,115

**BAY HARBOR BASCULE SIDEWALK WIDENING
BRIDGE NOS. 875101**

PAY ITEM NO.	PAY ITEM NAME	UNIT	UNIT COST	QTY	COST
465 - 20 -	MOVABLE BRIDGE - PREVENTIVE MAINTENANCE	LS	\$20,000	1	\$20,000
465 - 71 - 3	MOVABLE BRIDGE - FUNCTIONAL CHECKOUT	LS	\$40,000	1	\$40,000

SUB TOTAL \$200,000

BRIDGE NOS. 875103 - Indian Creek					
110 - 3 -	REMOVAL OF EXISTING STRUCTURE (SIDEWALK AND BARRIER)	LS / SF	\$20	4272	\$85,440
400 - 4 - 4	CLASS IV CONCRETE-SUPERSTRUCTURE (SIDEWALK AND CURB)	CY	\$2,000	28	\$56,000
415 - 1 - 4	REINFORCING STEEL (SUPERSTRUCTURE)	LB	\$1.00	5,600	\$5,600
460 - 1 - 15	STRUCTURAL STEEL, (REHAB) MISCELLANEOUS (SIDEWALK BRACKET)	LB	\$10	8,000	\$80,000
460 - 71 - 2	METAL TRAFFIC RAILING (STEEL POST AND RAIL)	LF	\$350	712	\$249,200

SUB TOTAL \$476,240

SUBTOTAL					
DESIGN & CONSTRUCTION ENGINEERING SERVICES (15%)					\$ 1,037,355.03
GRAND TOTAL					\$ 7,953,055.21

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 9.

ITEM: Consideration and Approval of cost adjustment for the Bay Harbor Islands Community Center in the amount of \$675,923 . Enclosed find the contractor proposals and supporting documents.

DESCRIPTION:

The Bay Harbor Islands Community Center original cost estimate of \$1,505,951 which was submitted last year needs to be readjusted for the following reasons; Thermal and Moisture Protection has been changed due to the change in the Florida Building Code. Specifically as it relates to wind loads and glazing. Finishes; Terrazzo flooring is a more costly item due to the strong demand and that we are using it throughout the structure. Specialties; Construction drawing to accommodate the new building code changes, sound reduction requirements for the heating and cooling HVAC system. These changes as well as making some additional suggested changes by the Town Council to the design to enhance the Community Center have added to the cost to build out the space. (Please see attached memo's from Recreational Design and Construction, RDC) The new cost is \$1,906,874 which is an increase of \$400,923 dollars. Also being submitted at this time is the selected furniture and seating for the Community Center. The cost for the furniture as submitted is \$143,436.95. This cost was not included in the design build as it was to be selected latter as the project neared construction.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

Town Manager requests an additional \$400,923 dollars be allocated from reserves for the construction of the BHI Community Center with all the finishes and recommended enhancements made by the Council

Town Manager requests as \$175,000 dollars to be allocated from reserves for furniture, chairs and tables for the BHI Community Center. (Allows for a \$31,563.05 contingency for furniture changes if required)

Town Manager requests an additional \$100,000 dollars contingency for the BHI Community Center for any changes that need to be made during construction.

Total allocation from reserves of \$675,923 dollars for BHI Community Center.

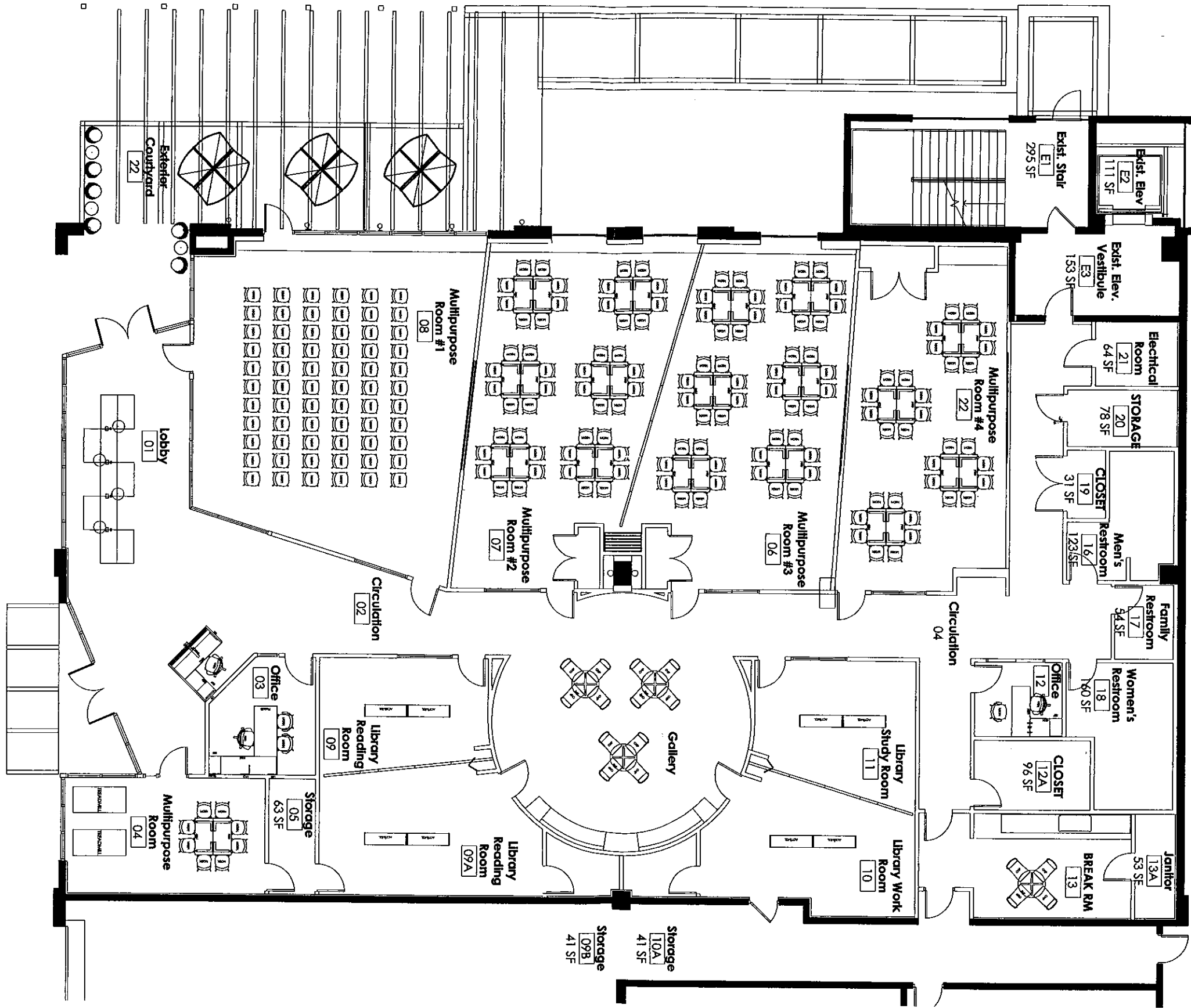
Funding for the Community Center cost revisions will need to be appropriated from General Fund Reserves, which include more than \$3 million collected from Transfer Development Right (TDR' s) sales.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager

ATTACHMENTS

1.	BHI CC Furniture Layout	BHI Community Center Furniture Layout.pdf
2.	BHI CC Furniture Selection & Budget	BHI Community Center Furniture Selections & Budget.pdf
3.	BHI CC Revised Cost Survey and Memo	BHI Community Center Revised Cost Survey.pdf



BAY HARBOR COMMUNITY CENTER



The Images in this document are for furniture installation purposes only. They are not for construction. This document and the intellectual concepts it conveys are for the sole property of CBI. Any attempt to reproduce or copy this document with out the written authorization by CBI is considered a violation of internal copyright laws.

Acceptance of Furniture Plan Solution

Sheet Number

Location

Revision

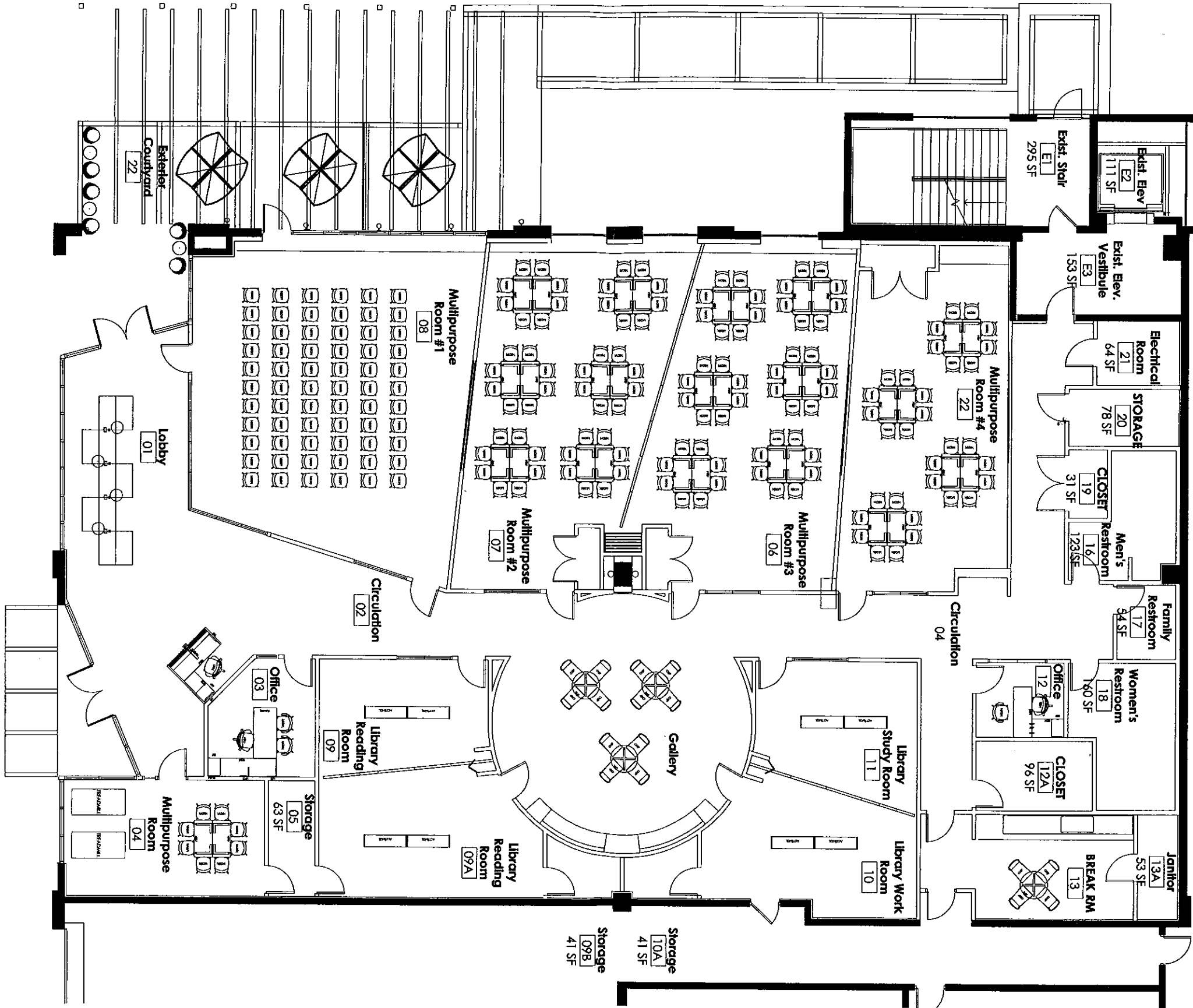
LM
Project Manager

NTS
Scale

10-13-15
Date

Note

Description



BAY HARBOR COMMUNITY CENTER

Acceptance of Furniture Plan Solution

Sheet Number

Location

Revision

LM
Project Manager

NTS
Scale

10-13-15
Date

Note

Description



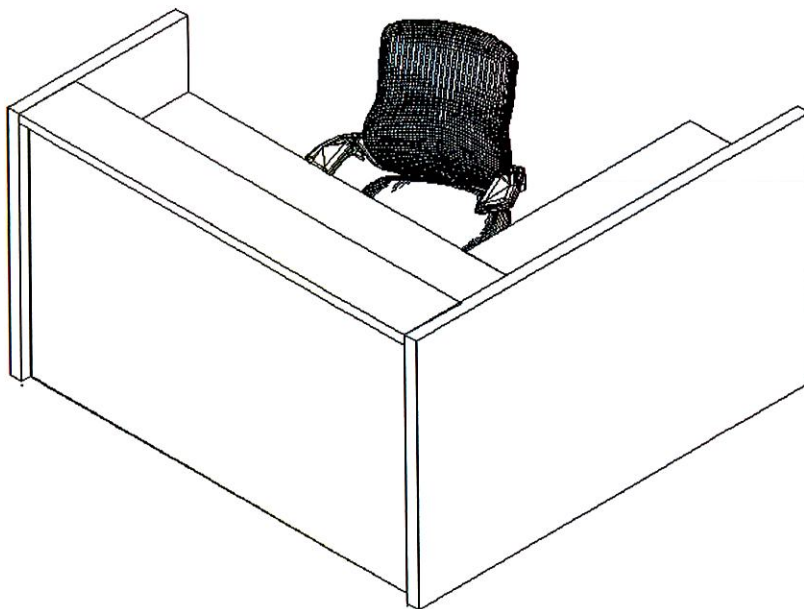
Proposed Product Solutions

Bay Harbor Community Center

This document was prepared by CBI.
All information, specifications and
drawings associated with this client
are confidential and for use only on
this project.

10/14/15

A **Knoll** Dealer



Reception Desk

Bay Harbor Community Center

Location

Lobby

Manufacturer

Knoll

Reff Profiles

Dimensions

6'-0" x 6'-0"

Details

- Laminate Case
- Back Painted Glass Front
- Stone Transaction Top
- One Box/Box/File Pedestal

Finish Selection

Reception Desk

White Laminate

Top

White Stone Solid
Surface

Back Painted Glass



Lobby

Bay Harbor Community Center

Location

Lobby

Manufacturer

Coalesse

Await

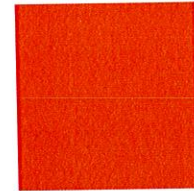
Dimensions

45" x 45" each

Details

- Large Bench
- Side Table

Finish Selection



DesignTex
Faux Sure w/ knit
backing

Orange



DesignTex
Faux Sure w/ Knit
Backing

Royal

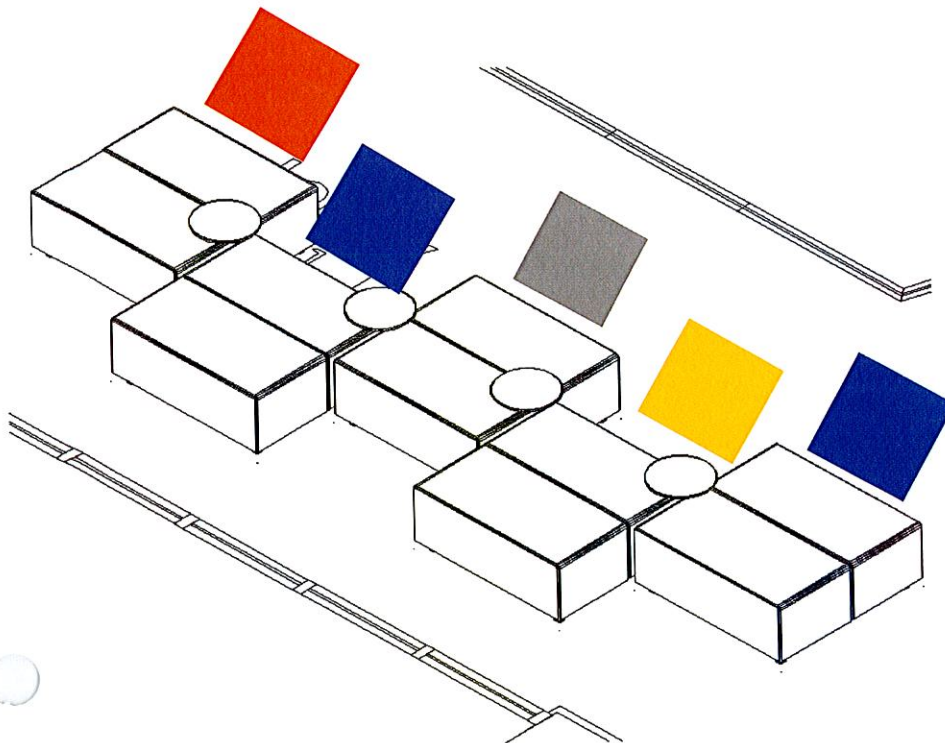


DesignTex
Faux Sure w/ Knit
Backing

Taxi



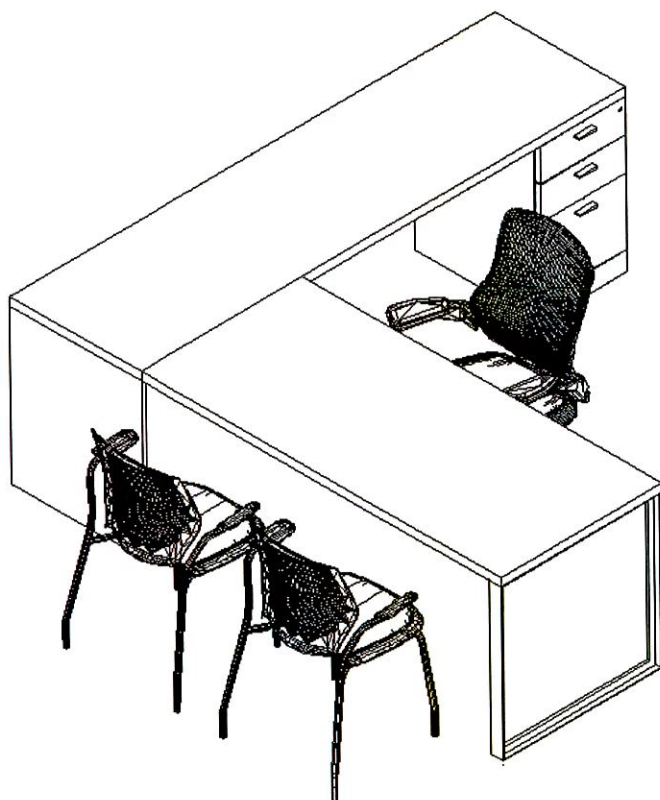
Coalesse
AM08 Iceberg



Acceptance of Product Selection



*Image for product reference only. Actual components specified shown in the Isometric below



Desk

Bay Harbor Community Center

Location

Offices

Manufacturer

Knoll

Reff Profiles

Dimensions

6'-0" x 6'-0"

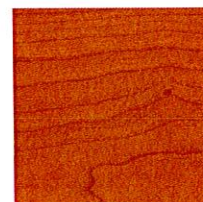
Details

- One Box/Box/File Pedestal
- Open A Leg Support
- Laminate Surfaces

Finish Selection

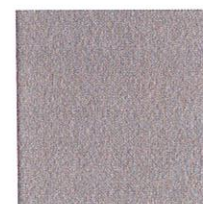
Desk

White Laminate



Storage

Natural Cherry
Laminate



Base

Silver

Acceptance of Product Selection



Task Chair

Bay Harbor Community Center

Location

Reception, Offices

Manufacturer

Knoll

Generation

Dimensions

Width: 28.5" Depth: 26" Height*: 39.25 - 44.5"

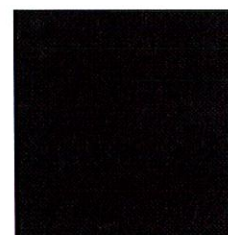
Details

- Generation by Knoll task chair, height adjustable arms, plastic base, standard cylinder, no lumbar, hard casters

Finish Selection



Back
Pebble



Fabric
Storm



Base
Polished

Acceptance of Product Selection



Guest Chair

Bay Harbor Community Center

Location

Offices

Manufacturer

Knoll

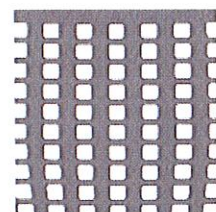
Multigeneration

Dimensions

Width: 21" Depth: 21" Height: 32.5"

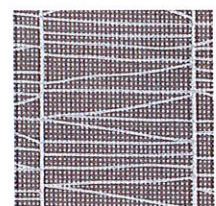
Details

Finish Selection



Shell

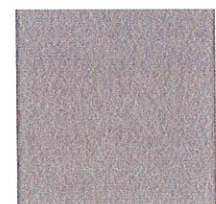
Gray



Seat Pad

Tight Rope

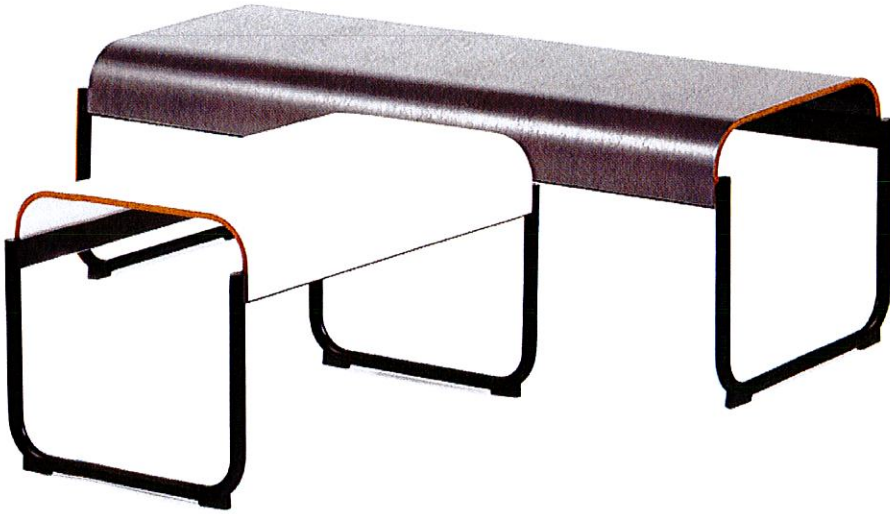
K1798/8



Base

Silver

Acceptance of Product Selection



Reading Bench

Bay Harbor Community Center

Location

Library Reading Rooms

Manufacturer

Knoll

Toboggan

Dimensions

Height: 15.8" Width: 56" Depth: 15.8"

Details

- Seat is molded plywood with laminate or veneer surface
- Frame is powder coated steel

Finish Selection



White Oak Veneer

Legs

White



High Top Seating

Bay Harbor Community Center

Location

Gallery, Break Room

Manufacturer

Knoll

Chip Barstool

Dimensions

Width: 29 1/2" Depth: 17 1/2" Height: 33 3/4"

Details

Finish Selection

Seat

White

Legs

Chrome





High Top Seating

Bay Harbor Community Center

Location

Gallery, Break Room

Manufacturer

Knoll

Dividends Table

Dimensions

Details

Finish Selection

Top

White

Base

Silver



Multi Purpose Chair

Bay Harbor Community Center

Location

Multi Purpose Rooms

Manufacturer

Knoll

MultiGeneration

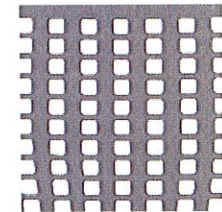
Dimensions

Width: 25.6" Depth: 21.4" Height: 33.6"

Details

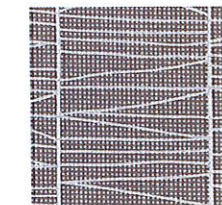
- MultiGeneration by Knoll stacking chair, armless, glides

Finish Selection



Shell

Gray



Seat Pad

Tight Rope

K1798/8



Base

Silver

Acceptance of Product Selection

Multi Purpose Table

Bay Harbor Community Center

Location

Multi Purpose Rooms

Manufacturer

Knoll

Propeller

Dimensions

Width: 48" Depth: 24 " Height: 28.5"

Details

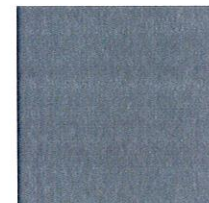
- Plastic Laminate Top
- Painted Flip Top
- C-Legs



Finish Selection



Top
Folkstone Gray



Edgeband
Medium Gray



Legs
Medium Metallic
Gray

Acceptance of Product Selection



Outdoor Lounge

Bay Harbor Community Center

Location

Exterior Courtyard

Manufacturer

Coalesse

Re-Trouve

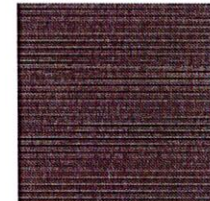
Dimensions

Width: 48" Depth: 24 " Height: 29.5"

Details

- Plastic Laminate Top
- Painted Flip Top/Nesting Base
- Casters

Finish Selection



DesignTex
Granite



DesignTex
Sunshine

Base
White

Outdoor Lounge

Bay Harbor Community Center

Location

TBD

Manufacturer

Landscape Forms

35 Collection

Dimensions

Details



Finish Selection



Buttercup

White



Acceptance of Product Selection

Outside Waste Receptacles

Bay Harbor Community Center

Location

TBD

Manufacturer

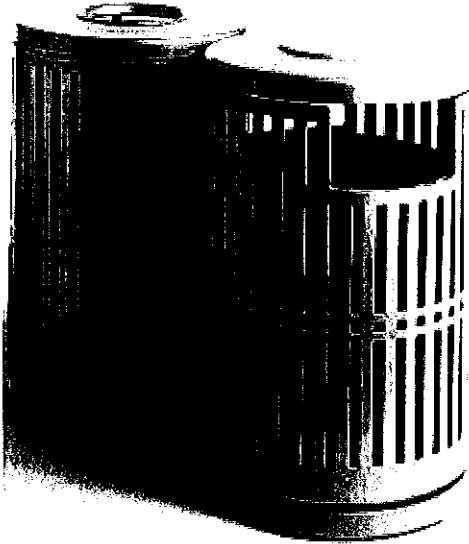
Landscape Forms

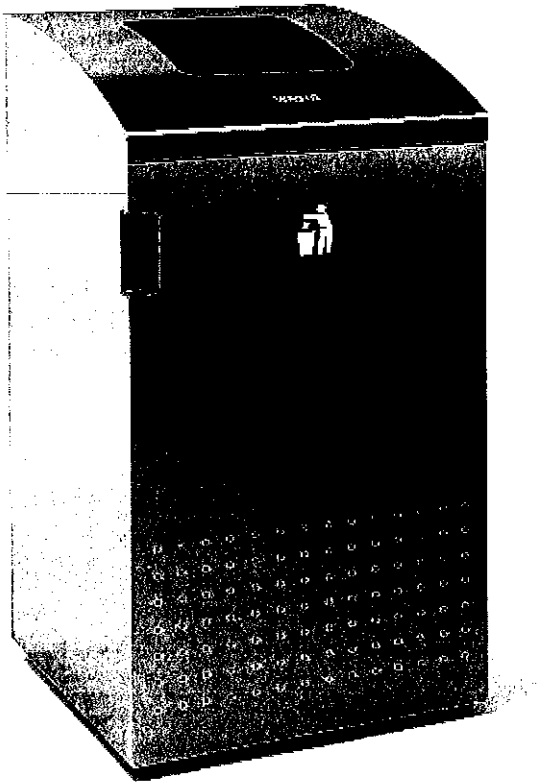
Chase Park

Dimensions

Details

Finish Selection





Interior Waste Receptacles

Bay Harbor Community Center

Location

TBD

Manufacturer

Petter Pepper

Resort - Modular

Dimensions

Details

Finish Selection



BCCH001

Prepared For:

Carmen Uriarte
Stantec
2 South Biscayne Boulevard
Suite 1670
Miami FL 33131

Prepared By:

Luigi Maggio
954-315-3113
Page 1 of 8
10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
1	KNO	2SDOLLY	Stacking Dolly for up to 10 MultiGeneration stacking chairs	22	\$ 141.71	\$ 3,117.62
						Subtotal: \$ 3,117.62
Break Room						
2	KNO	23CH	Antti Kotilainen Chip Barstool, bar height	4	\$ 304.88	\$ 1,219.52
		WV	COL: White			
		C	BASE: Chrome			
3	KNO	DT1ACX3642	Round Table with X Base, 42H, 36" Wide	1	\$ 290.47	\$ 290.47
		613T	BASE: Silver (Textured)			
		(CORE)	Core Laminates			
		118	TOP: Bright White			
		118	TOP EDGE: Bright White			
						Subtotal: \$ 1,509.99
Gallery						
4	KNO	23CH	Antti Kotilainen Chip Barstool, bar height	12	\$ 304.88	\$ 3,658.56
		WV	COL: White			
		C	BASE: Chrome			
5	KNO	DT1ACX3642	Round Table with X Base, 42H, 36" Wide	3	\$ 290.47	\$ 871.41
		613T	BASE: Silver (Textured)			
		(CORE)	Core Laminates			
		118	TOP: Bright White			
		118	TOP EDGE: Bright White			
						Subtotal: \$ 4,529.97
Library Reading Rooms						
6	KNO	ACTTB4GL	Toboggan Bench	8	\$ 636.40	\$ 5,091.20
		118T	FRAME: Bright White			
		VWO	SEAT: White Oak veneer			

Remit to Address:

CBI Charlotte
4020 Yancey Road
Charlotte, NC 28217
Phone: 704.525.7630

Prepared For:
Carmen Uriarte
Stantec
2 South Biscayne Boulevard
Suite 1670
Miami FL 33131

Prepared By:
Luigi Maggio
954-315-3113
Page 2 of 8
10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
					Subtotal:	\$ 5,091.20
Lobby						
7	CLW	461-2B	Await; Bench, 2 section connector	5	\$ 1,308.09	\$ 6,540.45
		GRADE 12	*UPHOLS:GRADE 12 TEXTILE SELECTION			
		GR12	GRADE 12 TEXTILE SELECTION			
		CSM				
		FAB BACK	*REQ:ACRYLIC LATEX BACKING			
		BACK REQ	FABRIC BACKER REQUIRED			
		***	----			
8	CLW	460-GANGPKG	Await; Kit-Ganging, Modular	4	\$ 23.36	\$ 93.44
		GANG DEV	*GANG KIT:GANGING DEVICE KIT- BLACK STL			
		GNGK	GANGING DEVICE KIT			
9	CLW	46-T1	Await; Table-Freestanding, Round, Low	4	\$ 652.99	\$ 2,611.96
		METALFRM	*MTLFRAME:METAL FRAME FINISH			
		SLGL	SILVER GLOSS			
		CLEAR	*TOPSELT:ABSOLUTE CLEAR GLASS			
		ACF	ABSOLUTE CLEAR FROSTED			
10	KNO	RAESDHL20	Desk Height End Support, Left, 20Wx28-3/8H, for 28-3/8" planning	1	\$ 105.57	\$ 105.57
		(L)	FIN: Core Laminate			
		118	LAM: Bright White			
11	KNO	RASW7230	Desk Single Wide Unit with Worksurface and Modesty, 72Wx30Dx42H	1	\$ 287.46	\$ 287.46
		(L)	MOD: Core Laminate			
		118	LAM: Bright White			
		(L)	TOP: Core Laminate			
		118	LAM: Bright White			
12	KNO	RAFRL7220	Full Return Panel, Left, 72Wx20Dx42H	1	\$ 321.21	\$ 321.21
		N	No Grommet			
		~	No grommet finish necessary			
		(L)	MOD: Core Laminate			

Remit to Address:
CBI Charlotte
4020 Yancey Road
Charlotte, NC 28217
Phone: 704.525.7630

Prepared For:
Carmen Uriarte
Stantec
2 South Biscayne Boulevard
Suite 1670
Miami FL 33131

Prepared By:
Luigi Maggio
954-315-3113
Page 3 of 8
10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
		118	LAM: Bright White			
		(L)	TOP: Core Laminate			
		118	LAM: Bright White			
		G	OPT: Gable Drilling			
13	KNO	RAGSR30	Gable Support for Desk, Right, 2Wx30Dx42H	1	\$ 132.66	\$ 132.66
		(L)	FIN: Core Laminate			
		118	LAM: Bright White			
14	KNO	111HP4SXHC	Generation by Knoll task chair, high performance arms, polished aluminum	1	\$ 475.20	\$ 475.20
		LT	FINISH: Light			
		03	BACK: Pebble			
		USF	SEAT: Ultra Seat Foam			
		~	Standard Textile or Leather			
		(GEN)	TEX: Generation Fabric			
		GENU01	COL: Storm			
15	KNO	RAIPRG572	Infill Panel, 1 Piece, Glass , Recessed, 72W	1	\$ 645.43	\$ 645.43
		118	FRAME: Bright White			
		GL18	FINISH: Back Painted White Glass			
16	KNO	RMSCB	Mid-Span Cantilever Bracket	1	\$ 17.20	\$ 17.20
		P1	OPT: P1 Paint			
		(CORE)	Core Paint			
		118	PAINT: Bright White			
17	KNO	RP161J	Pedestal, Box/Box/File, 16Wx19Dx28-3/8H, for 28-3/8" planning	1	\$ 282.30	\$ 282.30
		L	CASE: Laminate			
		(CORE)	Core Laminates			
		118	LAM: Bright White			
		L	FRONT: Laminate			
		(CORE)	Core Laminates			
		118	LAM: Bright White			
		M	INT: Metal			

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 10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
		F	Bar Pull			
		613	PULL: Silver			
		L	Lock Hole Drilled			
		S	Silver lock			
		(RANDOM)	LOCK: Randomly Keyed			
18	KNO	RAATDS72	Transaction Top, Formica, 72Wx10Dx1-1/2H	1	\$ 645.65	\$ 645.65
		AW	SURFACE: Arctic White			
						Subtotal: \$ 12,158.53
Multi Purpose Rooms						
19	KNO	2SCSXGL	MultiGeneration by Knoll stacking chair, armless, glides	220	\$ 159.84	\$ 35,164.80
		4	FRAME: Silver			
		GY	SHELL: Grey			
		~	Standard Textile			
		(K1798)	TEX: Tight Rope (C)			
		K17988	COL: Nickel			
20	KNO	P6-C12	Propeller Flip Top Rectangular Table, 48Wx24Dx28-1/2H, with C-Legs	34	\$ 1,005.55	\$ 34,188.70
		(CORE)	Core Laminated Top			
		114	LAM: Folkstone Grey			
		5	EDGE: Medium Grey			
		Y	No cutout			
		612	FINISH: Medium Metallic Grey			
						Subtotal: \$ 69,353.50
Offices						
21	KNO	111HP4SXHC	Generation by Knoll task chair, high performance arms, polished aluminum	2	\$ 475.20	\$ 950.40
		LT	FINISH: Light			
		03	BACK: Pebble			
		USF	SEAT: Ultra Seat Foam			
		~	Standard Textile or Leather			
		(GEN)	TEX: Generation Fabric			
		GENU01	COL: Storm			

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 954-315-3113
 Page 5 of 8
 10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
22	KNO	RSDHL12	L-Base, 12Wx28-3/8Hx12D, for 28-3/8" planning	1	\$ 102.99	\$ 102.99
		L	Laminate			
		(CORE)	Core Laminates			
		126	LAM: Natural Cherry			
23	KNO	RSDHL24	L-Base, 24Wx28-3/8Hx12D, for 28-3/8" planning	1	\$ 112.02	\$ 112.02
		L	Laminate			
		(CORE)	Core Laminates			
		126	LAM: Natural Cherry			
24	KNO	2SASXGL	MultiGeneration by Knoll stacking chair, fixed arms, glides	3	\$ 180.56	\$ 541.68
		4	FRAME: Silver			
		GY	SHELL: Grey			
		~	Standard Textile			
		(K1798)	TEX: Tight Rope (C)			
		K17988	COL: Nickel			
25	KNO	RPDHB6	Pedestal Back Filler, 6Wx28-3/8H, for 28-3/8" planning	1	\$ 46.01	\$ 46.01
		L	Laminate			
		(CORE)	Core Laminates			
		126	LAM: Natural Cherry			
26	KNO	RP162J	Pedestal, Box/Box/File, 16Wx23Dx28-3/8H, for 28-3/8" planning	2	\$ 295.63	\$ 591.26
		L	CASE: Laminate			
		(CORE)	Core Laminates			
		126	LAM: Natural Cherry			
		L	FRONT: Laminate			
		(CORE)	Core Laminates			
		126	LAM: Natural Cherry			
		M	INT: Metal			
		F	Bar Pull			
		613	PULL: Silver			
		L	Lock Hole Drilled			

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 Page 6 of 8
 10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
		S	Silver lock			
		(RANDOM)	LOCK: Randomly Keyed			
27	KNO	RPTDOFMR6630	Peninsula Top, Rectilinear, Right, 66Wx30Dx1-1/2H, Open Frame Leg w/Flush	1	\$ 290.90	\$ 290.90
		N	No Grommet			
		~	No grommet finish necessary			
		(L)	TOP: Laminate			
		118	LAM: Bright White			
		118	EDGE: Bright White			
		118	LEG: Bright White			
28	KNO	RTRDOF66242	Rectangular Table, 66Wx24Dx1-1/2H, 28-3/8H Open Frame Leg	1	\$ 368.94	\$ 368.94
		(L)	TOP: Laminate			
		118	LAM: Bright White			
		118	EDGE: Bright White			
		118	LEG: Bright White			
29	KNO	RBF	Top to Top Bracket (2)	1	\$ 1.08	\$ 1.08
30	KNO	RSD422	Worksurface, Rectangular, 42Wx24Dx1-1/2H	1	\$ 101.48	\$ 101.48
		N	No Grommet			
		~	No grommet finish necessary			
		(L)	TOP: Laminate			
		118	LAM: Bright White			
		118	EDGE: Bright White			
31	KNO	RSD902	Worksurface, Rectangular, 90Wx24Dx1-1/2H	1	\$ 152.44	\$ 152.44
		N	No Grommet			
		~	No grommet finish necessary			
		(L)	TOP: Laminate			
		118	LAM: Bright White			
		118	EDGE: Bright White			
32	KNO	AHHS60	Modesty, half height suspended, 57-1/2Wx13H, for 60W worksurface	1	\$ 86.44	\$ 86.44

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Page 7 of 8
10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
		(CORE)	Core Laminate			
		118	LAM: Bright White			
					Subtotal:	\$ 3,345.64
Outdoor						
33	LSF	CPSO	Chase Park Side Opening Litter Receptacle	2	\$ 1,552.94	\$ 3,105.88
34	CLW	CO2565MB	Emu Retrouve; Chair-Mid back	6	\$ 665.20	\$ 3,991.20
		METAL	*BASIC:METAL			
		4254	WHITE			
35	CLW	CO2566C	Emu Retrouve; Cushion-Seat and back, Outdoor	6	\$ 226.15	\$ 1,356.90
		COM	*UPHOL:COM - CUSTOMER'S OWN MATERIAL			
		5999	MISC FABRIC			
		CSM				
36	COM	DTEX	COM	12	\$ 58.82	\$ 705.84
37	CLW	CO2575C	Emu Retrouve; Cushion-Seat, Outdoor	3	\$ 124.75	\$ 374.25
		COM	*UPHOL:COM - CUSTOMER'S OWN MATERIAL			
		5999	MISC FABRIC			
		CSM				
38	COM	DTEX	COM	6	\$ 58.82	\$ 352.92
39	CLW	CO2575	Emu Retrouve; Pouf	3	\$ 430.54	\$ 1,291.62
		METAL	*BASIC:METAL			
		4254	WHITE			
40	LSF	MINGLE4	Mingle w/Catena Powdercoat	1	\$ 1,544.87	\$ 1,544.87
			Backless Four Seat			
41	LSF	MINGLE4	Mingle w/Catena Powdercoat	2	\$ 1,603.27	\$ 3,206.54
			Backed Four Seat			
42	LSF	UMBRELLA	Shade Umbrellas	3	\$ 1,751.92	\$ 5,255.76
			Alum. Perf Panels			

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10/13/2015

<u>Line #</u>	<u>Mfg</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Ext. Sell</u>
					Subtotal:	\$ 21,185.78
Waste Receptacles						
43	PPP	RS20	ReSort - 20" w with Top Opening	12	\$ 1,087.06	\$ 13,044.72
					Subtotal:	\$ 13,044.72
	CBI	Labor	Installation Services to install Product During Normal Business Hours, M-F, 8-5		\$ 10,100.00	\$ 10,100.00
					Total:	\$ 143,436.95

Delivery is based on one trip. Attached Terms & Conditions apply. Payment terms are 50% deposit, balance Net 10.
Your signature below denotes acceptance of our Conditions. All orders are subject to FL sales tax. Quote valid for 30 days.

Remit to Address:

CBI Charlotte
4020 Yancey Road
Charlotte, NC 28217
Phone: 704.525.7630



Recreational Design & Construction, Inc.
3990 North Powerline Road
Fort Lauderdale, FL 33309

RDCDesignBuild.com
tel 954.566.3885
fax 954.566.3335

October 19th, 2015

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

Re: Town of Bay Harbor Community Center
Contractor Proposals and GMP

Dear Mr. Wasson:

It was a pleasure meeting with you last Friday to discuss and review the project budget for the Town's new community center. RDC Design-Build (RDC) would like to take this opportunity, in response to your request, to elaborate on the latest iteration of the project budget.

As you are aware, the project design and construction plan has developed and evolved, which is reflected in the most recent pricing. In addition, producing the greatest impact to the project budget, the project now falls under the requirements of the 2014 Florida Building Code, instead of the 2004/2010 version under which the architect was attempting to "grandfather" the project.

The cost impacts can be identified as follows:

- **Thermal and Moisture Protection:** This item increased in cost due to the code change and additional insulation requirements detailed in the construction drawings.
- **Finishes:** This item experienced the greatest cost increases due to finish specifications reflected in the construction drawings, including terrazzo tile flooring and wall base, wood ceiling system, and additional acoustical panels. The terrazzo was also designed with multiple accent colors (5) at a cost premium.
- **Specialties:** This item increased in cost due to changes in code requirements and additional items detailed in the construction drawings. Also, as an added sound control measure, sound attenuating devices were added to the Heating Ventilation and Air Conditioning System

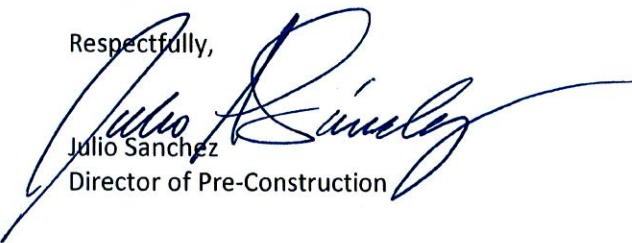
Impacting the project budget further, due to market conditions and demand, some of the original contractors have elected to withdraw or re-submit their proposals. In either case, we were required to rely on alternate contractors or updated quotes, which increased the project costs.

As we have discussed in the past, certain measures can be taken to help mitigate the cost increases to the project. RDC has identified the following opportunities for cost savings and value engineering:

- Remove aluminum site canopy (shade screen/walkway canopy), and reduce exterior plaza area. This measure could save the project approximately \$60,000. We are currently pricing the canopy/shade screen based on our discussion, updated drawings and code requirements.
- Remove barrier ceiling assembly. While we do not recommend this option, it does represent approximately \$60,000 in potential savings. However, it should be noted that some acoustical sound transmission reduction can be had by maintaining the acoustical ceiling assembly suspended from the proposed framing system.
- Remove terrazzo flooring specification. Value engineering this option to replace the specified terrazzo tile flooring and base with resilient flooring could save the project approximately \$65,000
- Eliminate decorative soffits and wood veneer ceiling. This option could save the project approximately \$20,000
- Alternate signage package. We believe that selecting a different design or reducing scope could save the project between \$5,000 and \$10,000.
- Owner direct purchasing arrangements can also be used to eliminate taxes paid on certain materials. For example, should the Town elect to purchase the terrazzo tile directly, the project could save approximately \$6,000 in taxes. We see an opportunity to use this method in the tile as well as the light fixtures.

Please feel free to contact me, should you have any questions, or if you would like to discuss this further.

Respectfully,



Julio Sanchez

Director of Pre-Construction



Community Center DD Estimate Summary

RDC

October 15, 2015

9,000 SF (approximate)

N/A AC

17

4

CSI #	DESCRIPTION	Totals	\$/SF	Division Total
02-000	SITE WORK			\$68,960
02070	Selective Demolition/ Removals/ Core Drilling	\$20,000	\$2.22	
02700	Storm Sewerage	\$34,360	\$3.82	
02840	Sidewalks	\$0	\$0.00	
02900	Landscaping	\$9,600	\$1.07	
02910	Irrigation	\$5,000	\$0.56	
03-000	CONCRETE			\$37,000
03300	Cast-in-Place Concrete	\$37,000	\$4.11	
04-000	MASONRY			\$6,000
04230	Reinforced Unit Masonry	\$6,000	\$0.67	
05-000	METALS			\$81,000
05100	Structural Metal Framing, Include ceiling barrier and steel framing for storefronts	\$81,000	\$9.00	
06-000	WOOD & PLASTICS			\$39,063
06100	Rough Carpentry	\$6,000	\$0.67	
06400	Millwork (cabinets, counters, bookshelves and seating)	\$29,563	\$3.28	
06400	Millwork (cushions and fabrics)	\$3,500	\$0.39	
07-000	THERMAL/MOISTURE PROTECTION			\$10,000
07200	Building Insulation (sound insulation above ceilings and in wall cavities)	\$10,000	\$1.11	
07900	Sealants & Caulks	\$0	\$0.00	
08-000	DOORS & WINDOWS			\$114,400
08100	Metal Doors & Frames	\$15,900	\$1.77	
08200	Wood Doors	\$0	\$0.00	
08400	Entrances & Storefronts / Interior Glazing	\$82,500	\$9.17	
08700	Hardware	\$16,000	\$1.78	
09-000	FINISHES			\$482,257
09200	Stucco & EIFS	\$4,500	\$0.50	

CSI #	DESCRIPTION	Totals	\$/SF	Division Total
09250	Framing and Gypsum Board	\$160,000	\$17.78	
09300	Tile (walls)	\$27,746	\$3.08	
09300	Terrazzo	\$132,600	\$14.73	
09500	Acoustical / Acoustical wall panels / Wood ceiling	\$48,000	\$5.33	
09650	Resilient Flooring and Entire Floor Preparation / Misc.	\$74,411	\$8.27	
09900	Painting Interior / Exterior	\$35,000	\$3.89	
10-000	SPECIALTIES			\$164,688
10150	Toilet Partitions	\$9,638	\$1.07	
10240	Aluminum Grilles/ Screen/ Canopy (South elevation)	\$27,850	\$3.09	
10400	Building Sign/ Room Signage	\$37,000	\$4.11	
10520	Fire Extinguishers	\$1,200	\$0.13	
10650	Operable Partitions	\$35,000	\$3.89	
10700	Aluminum Canopy (Court yard area)	\$54,000	\$6.00	
10800	Toilet & Bath Accessories	\$0	\$0.00	
11-000	EQUIPMENT			\$0
12-000	FURNISHINGS			\$0
13-000	SPECIAL CONSTRUCTION			\$0
14-000	CONVEYING SYSTEMS			\$0
15-000	MECHANICAL			\$169,050
15300	Fire Protection	\$12,750	\$1.42	
15400	Plumbing	\$48,300	\$5.37	
15500	HVAC	\$108,000	\$12.00	
16-000	ELECTRICAL			\$255,000
16100	Electrical, Fire Alarm & Low Voltage Systems (Empty Conduits for Surveillance)	\$255,000	\$28.33	
SUB-TOTAL		\$1,427,418		\$1,427,418
GENERAL CONDITIONS		\$113,312		113,312
GENERAL LIABILITY INSURANCE		\$8,166		8,166
BUILDERS RISK INSURANCE		\$0	By Owner	
PAYMENT & PERFORMANCE BOND		\$14,718		14,564
MANAGEMENT FEE		\$265,815		265,815
CONTINGENCY		\$77,445		77,445
GRAND TOTAL		\$1,906,874	\$211.87	1,906,874

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a contract extension BHI 128 to LMK Pipe Renewal, LLC in the amount of \$300,000 for the installation of a T Liner for sewer laterals to reduce infiltration into the sanitary sewer collection system. Enclosed find a copy of sewer lining requirements and supporting documents.

DESCRIPTION:

The cost of treating sewage has increased and it is currently 57% more expensive to treat 1,000 gallons of sewage than to purchase 1,000 gallons of water. Therefore it is imperative that water that enters the sanitary system through cracked pipes, off set joints and other means, is eliminated to reduce operating costs.

Furthermore, operators of sanitary collection systems are mandated by the State to reduce infiltration to 5,000 gallons per day/ inch, diameter, mile of collection pipe, by November 2016.

The reduced rates offered by LMK to perform this contract extension match those in the Contract signed with the City of Plantation on August 13, 2015. This contract was competitively bid and subsequently awarded to the low bidder, LMK Pipe Renewal LLC.

A copy of the contract with Plantation is attached. Also attached is a white paper that discusses the newer standard for sewer lining ASTM F2561, and the requirement for a "One Piece Main and Lateral Cured-in-Place Liner", otherwise referred to as T Liner. List of references is also attached.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

This is a budgeted expenditure for fiscal 2015-2016.

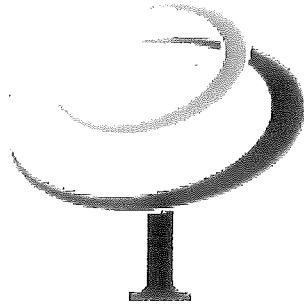
BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Plantation Contract	Plantation Contract Only.pdf
2.	White Paper on Sewer Renovations	White Paper Rate Payer Financial Burden 052715.pdf

3.	Memo to Extend Contract with LMK	2015-2016 LMK Contract Extension 5 for Lateral lining.doc
4.	Reference List	Customer Referance List.pdf



Plantation
the grass is greener

AGREEMENT

Between

THE CITY OF PLANTATION

And

LMK PIPE RENEWAL, LLC.

For

Gravity Sewer Lateral Rehabilitation- Term Contract

ITB No. 042-14

OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor

UTILITIES DEPARTMENT

Charles Spencer
Utilities Budget & Purchasing Manager



CITY COUNCIL

Chris P. Zimmerman AIA, *President*
Ron Jacobs, *President Pro Tem*
Dr. Robert A. Levy
Lynn Stoner
Peter S. Tingom

July 16, 2015

John F. Rinehart
LMK Pipe Renewal, LLC
1131 NW 55th Street
Fort Lauderdale, Florida 33309

RE: ITB No. 042-14; Gravity Sewer Lateral Rehabilitation- Term Contract; All City Lift Station Basins

Dear Mr. Rinehart:

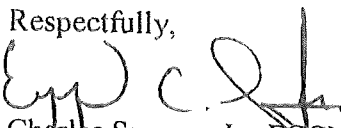
The City of Plantation is pleased to announce that your company is the lowest, successful, responsive bidder relative to the "Gravity Sewer Lateral Rehabilitation- Term Contract" project.

This was approved by our City of Plantation Council July 8th, 2015, on consent agenda item No. 10.

After the required protest period has passed, we will be contacting you to execute a formal contract.

Please take this opportunity to obtain the required performance/payment bond and Certificate of Insurance (naming the City as additionally insured)

Respectfully,


Charles Spencer Jr., FCCN, FCCM
Utilities Budget and Purchasing Manager

AGREEMENT

This Agreement is dated as of the [31] day of [July], in the year 201[5], by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as City)

AND

[LMK Pipe Renewal Services, LLC]
[1131 NW 55th Street]
[Fort Lauderdale, Florida 33309]
(Hereinafter referred to as Contractor)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation
[Gravity Sewer Laterals Rehabilitation-Term Contract]
[RFSP No. 042-14]

and generally described as follows but not limited to: [Furnish and install cured-in-place pipe lining for sewer laterals along with, clean-out installation, and associated work such as cleaning, tv, lateral reinstatement, bypass pumping, and traffic control] as further defined in the Specification/Scope of Services

Article 2 – ENGINEER

The OWNER has engaged [N/A] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [N/A]

Article 3 – CONTRACT TIME

The initial contract period shall be for [two (2) years], commencing [August 7, 2015]. In addition, the City reserves the right to renew the contract for [three (3) additional one (1) year renewal periods], under the same terms, conditions and specifications contingent upon Budget approval.

Or If a Construction Contract (N/A)

The work will be substantially completed within [N/A] calendar days and finally completed within [N/A] calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 19 of the Instructions to Respondents contains Liquidated Damages provision.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Plantation (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

Article 4 – COMPENSATION/PAYMENTS

The OWNER shall pay to the CONTRACTOR for the performance of the Work \$[378,187.50 (estimated over the first initial contract period.) All payments for services shall be in accordance with unit cots as designated on Contractor's response to ITB No. 042-14]. For portions of the Contract that are in the accepted proposal as being unit priced, the Contract Sum will be based upon the amounts determined for the total number of each of the units of work completed at the unit price stated. The City reserves the right to increase and decrease quantities, and the final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by this contract.

The Contractor will bill the City at the completion of each job for services rendered of the work defined herein at the rates submitted in their proposal documents now made apart of this contract. Submit invoices to:

City of Plantation
Attn: [Charles Spencer, Utilities Budget and Purchasing Manager]
[400 NW 73 Avenue]
Plantation, FL [33317]

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Financial Services Department for

payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

Progress payments and retainage and final payment provisions are provided for in the Contract Documents. Generally, these documents call for monthly progress payments for approved Work completed less 10% retainage. The balance of the final contract sum shall be due to the CONTRACTOR from the within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Article 5 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Contract Documents.

- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR

Article 6 – RECORDS AND AUDIT

City reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four hours notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

See Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SERVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of work.

Article 19 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

- A. This Agreement
- B. Exhibits (if any)
- C. Notice of Award
- D. Supplementary Conditions, if any
- E. General Conditions
- F. Specifications bearing the project title
- G. Drawings bearing the project title None this project
- H. Addenda numbers [1] to [7],
- I. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award
- J. Any Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement
- K. The Instructions to Respondents
- L. The Insurance Coverage's and Bonds required by the Contract Documents

These are no other Contract Documents than those listed above in the Article.

Article 20 – MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions
- B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or

proprietor of the CONTRACTOR, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

- C. The CONTRACTOR and OWNER designate the following persons who shall receive notices pursuant to the Contract Documents:

For the OWNER: The Honorable Diane Veltri Bendekovic, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to: [Chuck Flynn, Utilities Director]
City of Plantation
[400 NW 73 Avenue]
Plantation, Florida 33317

&

With copy to City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the ENGINEER [N/A]
Project Manager
[N/A]
[N/A]
[N/A]

For the CONTRACTOR: [LMK Pipe Renewal, LLC]
[1131 NW 55th Street]
[Fort Lauderdale, Florida 33309]
[John F. Rinehart]

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery;

registered or certified mail, return receipt requested;

overnight courier; or

facsimile to:

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

on the date of transmission with confirmed answer back if by fax.

Section 21 in the event of conflict between this Agreement and terms and conditions in [ITB No. 042-14], the terms of this Agreement shall control.

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND [LMK PIPE RENEWAL, LLC.] have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: Susan K. Slattery

Susan K. Slattery, City Clerk

Witness:

Karen W. Wright

Karen W. Wright
Typed Name of Witness

Witness:

Edward C. Spencer Jr.

Edward C. Spencer Jr.
Typed Name of Witness

Witness:

Susan K. Slattery

CITY OF PLANTATION

By: Diane Veltri Bendekovic
Diane Veltri Bendekovic, Mayor

As to legal form: Donald J. Lunny Jr.
City Attorney

As to Scope: Administration Department

As to Contract Insurance Requirements:

Risk Management Department

As to Procurement Requirements:

Susan Graham
Typed Name of Witness

Chuck Flynn
Utilities Department

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this 13th of August, 201[5] by Diane Veltri Bodeaux, Mayor and Susan Graham, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this 13th day of August, 201[5].

My commission expires:

My commission number is:



CHRISTINE GUIFARRO
MY COMMISSION # FF 208088
EXPIRES: March 10, 2019
Bonded Thru Budget Notary Services

Christine Guifarro
Printed Name of Notary

(Notary Seal)

Signed, Sealed in the presence of:

Witness:

Mark Guifarro
Mark Guifarro
Typed Name of Witness

Witness:

William Rivera
William Rivera
Typed Name of Witness

LMK PIPE RENOVATION LLC
Name of Contractor

By: [Signature]
Signature by Authorized Agent

JOHN F. RENEWART
Print Name of Authorized Agent

VICE PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this 31st of July, 201[5] by JOHN F. RENEWART, VICE PRESIDENT, (Title)

of LMK PIPE RENOVATION LLC, who are personally known to me or who has
produced _____ (type of identification) as
identification and did (did not) take an oath.

WITNESS my hand and official seal this 31st day of July, 201[5].

Maria E. Suarez

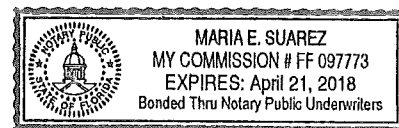
Maria E. Suarez

Printed Name of Notary

My commission expires: April 21, 2018

My commission number is: FF097773

(Notary seal)



SECTION 00300 – BID SCHEDULE

SECTION 00300 - BID SCHEDULE

CITY OF PLANTATION
GRAVITY SEWER LATERALS REHABILITATION-TERM CONTRACT
ALL CITY LIFT STATION BASINS

ITB NO.042-14

Notice To All Bidders

It is the intent of the OWNER to award this contract based on the Grand Total Base Bid for all bid items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

For each payment item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. The unit prices include all mobilization and demobilization costs. A more detailed description of the Pay Items is located in Section 01025 of the Technical Specifications.

Group#3 - CIPP Lateral Connection and Lateral Pipe Lining					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3-1	CIP Lining, 8 to 15-inch full circle main connection 4" or 6" x 4.5mm lateral piping, minimum 10 LF of lateral (all depths).	50	EA	\$ 2,875. ⁰⁰	\$ 143,750. ⁰⁰
3-2	CIP Lining, <u>stack pipe, double lateral</u> , 8 to 15-inch main 4 to 6-inch stack, full circle main connection 4", 6" or 8" x 4.5mm lateral piping, minimum 10 LF of lateral each way (all depths).	5	EA	\$ 4,975. ⁰⁰	\$ 24,875. ⁰⁰
3-3	CIP Lining, <u>Siamese, double lateral</u> , 8 to 15-inch main 4 to 6-inch Siamese laterals, full circle main connection 4", 6" or 8" x 4.5mm lateral piping, minimum 10 LF of lateral each way (all depths).	5	EA	\$ 4,975. ⁰⁰	\$ 24,875. ⁰⁰
3-4	Lateral Liner 4" & 6" x 4.5mm pipe, beyond 10 linear feet (all depths).	900	LF	\$ 33. ⁰⁰	\$ 29,700. ⁰⁰
3-5	CIP Lining, 8 to 12-inch full circle main drop connection, 6" thru 10" x 4.5mm drop pipe, up to 10 LF of drop (all depths).	5	EA	\$ 1,725. ⁰⁰	\$ 8,625. ⁰⁰
3-6	CIP Lining, 4" & 6" x 4.5mm laterals, all depths (includes 10 feet of lateral)	10	EA	\$ 1,725. ⁰⁰	\$ 17,250. ⁰⁰
3-7	CIP Lining 4" & 6" x 4.5mm pipe, beyond 10 linear feet all depths.	200	LF	\$ 33. ⁰⁰	\$ 6,600. ⁰⁰
3-8	Transitional Liner 4" to 6" x 4.5mm transition (all depths). Transitions may occur in stackpipe, straight laterals or in Siamese configurations.	20	EA	\$ 25. ⁰⁰	\$ 500. ⁰⁰
3-9	Work in rear-yard easement (items 1 through 8)	10	EA	\$ 300. ⁰⁰	\$ 3,000. ⁰⁰
3-10	Sewer main cleaning and TV inspection (8-inch through 10-inch)	5,000	LF	\$ 1.25	\$ 6,250. ⁰⁰
3-11	Sewer main cleaning and TV inspection (12-inch through 15-inch)	5,000	LF	\$ 2.15	\$ 10,750. ⁰⁰
3-12	Sewer lateral TV inspection from main (up to 30 feet)	100	EA	\$ 165. ⁰⁰	\$ 16,500. ⁰⁰
3-13	Sewer lateral TV inspection from main (beyond 30 feet)	1,000	LF	\$.25	\$ 250. ⁰⁰

SECTION 00300 – BID SCHEDULE

3-14	Work in rear-yard easement (items 10 through 13 and 15 through 20)	10	EA	\$ 300. ⁰⁰	\$ 3,000. ⁰⁰
3-15	Cleanout Installation in grass area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	40	EA	\$ 850. ⁰⁰	\$ 34,000. ⁰⁰
3-16	Cleanout Installation in asphalt area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	10	EA	\$ 975. ⁰⁰	\$ 9,750. ⁰⁰
3-17	Cleanout Installation in concrete area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	5	EA	\$ 1,100. ⁰⁰	\$ 5,500. ⁰⁰
3-18	Cleanout Installation in pavers, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	5	EA	\$ 975. ⁰⁰	\$ 4,875. ⁰⁰
3-19	Cleanout Installation beyond 5 feet in depth.	50	VF	\$ 1. ⁰⁰	\$ 50. ⁰⁰
3-20	Bypass pumping (8-inch to 15-inch sewer)	10	EA	\$ 250. ⁰⁰	\$ 2,500. ⁰⁰
3-21	Double wye	250	EA	\$ 75. ⁰⁰	\$ 18,750. ⁰⁰
3-22	Traffic control - hourly charge for each flagger.	250	HR	\$ 25. ⁰⁰	\$ 6,250. ⁰⁰
3-23	Traffic control - daily charge for arrow board.	10	DAY	\$ 40. ⁰⁰	\$ 400. ⁰⁰
3-24	Traffic control - daily charge for each barricade.	250	EA	\$.75	\$ 187.50
Total Bid Group #3:				\$ 378,187.50	

TOTAL BASE BID FOR ALL ITEMS IN BASIN 3:

THREE HUNDRED SEVENTY EIGHT THOUSANDONE HUNDRED EIGHTY SEVEN Dollars and 50 Cents \$ 378,187.50

Unbalanced bids may be rejected at the sole option of The City. This is a Unit Price contract each item must represent the items full cost to provide the service as specified in these contract documents. The quantities bid are not representative of the entire project.

The contractor is directed to quote and install the above minimum CIPP material thicknesses. The contractor is responsible for providing sealed design calculations confirming the stated thicknesses are appropriate for the intended installation. Design requirements that indicate a thicker material will be compensated at the above unit prices for additional thickness. All designs in accordance with ASTM F1216, X1.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

LMK Pipe Renewal, LLC
1131 NW 55th Street
Fort Lauderdale, FL 33309

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 52233

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Gravity Sewer Laterals Rehabilitation - Term Contract, All City Lift Station Basins, City of Plantation, Florida
ITB NO. 042-14

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days. *

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May, 2015.

(Witness)

LMK Pipe Renewal, LLC

(Principal)

(Seal)

By:

(Title) John F. Rinehart, V.P.

North American Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) Dione R. Young Attorney-In-Fact

* Now, therefore, if the obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the obligee in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the bond or Contract Documents with good and sufficient surety acceptable to the Obligor, and furnish insurance coverages to obligee as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Obligor immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Obligor may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Dione R. Young

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: LMK Pipe Renewal, LLC

Bond Number: Bid Bond

Obligee: City of Plantation

Bond Amount: See Bond Form

Bond Description: Gravity Sewer Laterals Rehabilitation - Term Contract, All City Lift Station Basins, City of Plantation, Florida ITB NO. 042-14

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of May, 2015.

[Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

When Sewer Renovation Specifications Do Not Adhere To Practical Engineering Principles, Rate Payers Bear the Financial Burden*

Introduction

Public wastewater utilities across the United States spend billions of dollars annually to rehabilitate aging sewer collection systems that are defective and have outlived their useful design life, therefore infiltrating extraneous, unwanted water. Too often, the rehabilitation project does not fix the problem, defects reappear and sometimes become worse, infiltration continues, and the money spent to fix the pipeline is wasted. In some cases, the work must be done a second time, resulting in avoidable expenditures of ratepayer revenues and State Revolving Fund (SRF) loans.

This happens because utilities allow marketing pitches, poor project specifications, and low bid requirements to trump sound science, well-established engineering principles, and the duty to use the public's money wisely. If only these utilities had begun by basing their projects on technically solid specifications and a commitment to cost-effective best value rather than lowest cost, they could have gotten it right the first time.

The ability to operate a collection system that is as watertight as possible reflects numerous practical considerations. For example, it is important to prevent the infiltration of extraneous water, which can overload pipes and unduly use up treatment plant capacity. Similarly, it is critical that wastewater not be able to leak from the collection system, which can lead to the pollution of surrounding soils and waterways.

To achieve the goal of a watertight collection system, the scope of rehabilitation can extend to mains and manholes, as well as to the sewer laterals that connect abutting homes and businesses to the main system. There are typically two options from which a utility owner can choose to accomplish the needed rehabilitation:

- The first option is to dig up the old pipe and replace it with a new one, which results in a leak-free line where each segment, including the main, the lateral pipes and manholes, are connected as a watertight system by using an engineered compression gasket. The use of this methodology ensures that tried and proven engineering principles for constructing a watertight installation are applied and enforced. The result is not only a long-term system design life, but also a long service life, whereby infiltration is prevented from entering into the collection system.
- The second option is to employ a trenchless technology solution to accomplish system rehabilitation, which requires no digging. Instead, the sewer system is repaired from within. As with the first option, however, an engineered compression gasket must be used to ensure a leak-free installation by applying the same engineering principles for rehabilitation that are used for new construction. An engineered gasket (unlike sealants, which must bond to the pipe material to be effective) will provide a proven long-term sealing mechanism for underground utilities.

*Biographies of the authors included on the last page.

The choice of either option should produce the same result: a new or a restored collection system that is “as good as new.”

Utility managers are turning to trenchless collection system rehabilitation because of its speed, lower cost, efficiency, minimal disruption of other nearby underground utilities, and lower social impact when compared with full excavation and surface restoration. However, the use of trenchless technology must also be accompanied by a commitment to sound science and adherence to established engineering standards. For the utility manager to achieve “as good as new” trenchless rehabilitation, the same standards of quality used for new construction must also be followed by the manager for rehabilitation. Inspected and tested high quality construction materials and engineered gasket sealing techniques will result in a rehabilitated pipeline achieving “as good as new” results.

Trenchless Technology: A Tale of Two Liners

Trenchless pipe lining uses the existing pipeline as a mold to install an engineered, resin saturated liner, creating what is known as cured-in-place pipe (CIPP) (refer to figure 1). The pipe lining process forms and cures a new continuous, jointless pipe within the old pipe without digging a single trench. The process requires a robotic cutting device to be deployed through the pipe for the purpose of cutting holes in the continuous, jointless new pipe-liner in order to reestablish service from buildings that feed into the city owned main pipe (refer to figure 2). The process is fast and economically desirable, but CIPP alone will not provide the entire rehabilitation solution. It will provide structural characteristics that will sustain soil, hydraulic and live loading, but will not necessarily provide a watertight piping system.



Fig 1. Trenchless CIPP Lining

Utility Owners expect a new pipe to be engineered to sustain buckling from loading and be completely watertight. If a Utility Owner expects CIPP to be watertight, several challenges must be considered:

1. The environment of an old sewer pipe is constantly wet and greasy due to the constant introduction of sewage. Service pipes from homes and buildings are continuously introducing sewage, including fats, oils, and grease. As a result, it is impossible for a product to form a chemical bond to the old pipe surface without extensive preparation, and that cannot reasonably occur with the constant introduction of sewage into a collection pipe system that is active during the rehabilitation process.



Fig 2. Pipe Renewed by CIPP

2. A mechanical bond between two materials, even if initially achieved, will fail over time with the movement of the earth, as well as the thermal expansion and contraction of plastic materials used to rehabilitate the pipes.

3. Shrinking of the CIPP liner typically occurs as the liner cures (polymerization) and the resin hardens. This phenomenon also creates an annular space between the host pipe and the liner (refer to figure 3). Water moves easily and does not require much space. This annular space provides a path for groundwater to flow between the liner and the pipe and simply reenters the sewer collection system where holes are robotically cut in the new continuous CIPP.

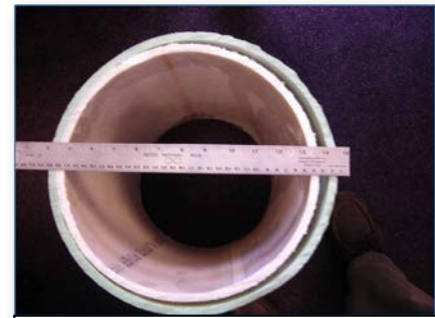


Fig 3. Annular Space CIPP

4. When CIPP liners are installed, holes must be cut into the new jointless, continuous liner at each lateral junction in order to reconnect service pipes from homes and buildings to the main sewer. Groundwater that tracks between the liner and the host pipe will enter through numerous newly cut holes along the length of the new continuous CIPP.

The annular space that remains between the outside of the new lining and the inside of the old pipe allows groundwater to continue to infiltrate the pipe unless additional steps are taken to create a watertight seal. It should be understood that the service lateral pipes typically have the same water tracking and leakage issues as the main pipe.

Technology experts have developed proven ways to structurally rehabilitate pipes using CIPP and create a watertight seal through the use of engineered compression gaskets (refer to figure 4). These compression gaskets are produced from neoprene rubber and produce an engineered seal that is comparable to the gasket seal used in new piping systems. CIPP installations using compression gaskets provide a watertight connection between pipe rehabilitation components to



Fig 4. Pipe Renewed by CIPP

stop future infiltration from entering the newly lined pipeline so that the job is done right the first time.

Low Bid Award

Municipal projects typically award the work to the lowest bidder, and, too often, contractors try to cut corners to improve margins. Proper technical specifications that adhere to practical engineering principles are the main line of defense to insure the owner will receive the highest quality products available. However, if the specifications do not require gaskets for CIPP as required for new pipe, the contractor will typically try to convince the utility owner of the alleged quality of alternative approaches using glue, adhesives, or caulk like pastes that do not meet the definition of a gasket and ultimately miss the mark of producing a new watertight pipe

while employing trenchless techniques (refer to figure 5). The reason is simple: their application is neither engineered for pipeline sealing nor subject to stringent manufacturing standards or testing for pipeline sealing applications like that of preformed pipe compression sealing gaskets. These materials fail to create a watertight seal, and, while lower in cost than engineered compression gaskets, they often do not perform as claimed and continued infiltration is the result. The job is not done right the first time, and the result is the ratepayers pay for a pipe to be renewed “as good as new,” while also paying for continued leakage by transporting otherwise clean groundwater to the wastewater treatment plant—ultimately treating it.

It is easy to explain why this inferior alternative approach is used. Too often, utilities rely on the manufacturers’ claim of their product’s alleged quality, and specifications are prepared by engineers who lack in-depth knowledge and experience with the standards for achieving a watertight seal for a pipeline. Furthermore, in the name of keeping project costs low, the lower cost alternative adhesives or expanding pastes are specified as an equal to a molded gasket that is specifically designed for the purpose of forming a watertight pipe juncture seal. Ironically, this only



Fig 5. Paste Substituted for a Gasket

occurs in the field of trenchless technology: in the application of installing new direct bury pipe, one will typically not find a specifying engineer who will allow a paste to be used in place of a pipe gasket to seal a pipe joint or a juncture where two pipes intersect and connect. Contracts should specify the best products that have a proven and verifiable history in similar applications at the best competitive cost. Specifications must emphasize proven, long-term technology solutions that include design life and service life for all products specified. If we are to satisfy federal mandates that lead to municipalities and utilities spending billions of taxpayer dollars for the elimination of sanitary sewer overflows (SSOs), then the reliability of the technical specifications and the products installed must be established and adhere to practical engineering principles.

The Role of Industry Standards

A variety of standards provide solid guidance to industry professionals when they consider trenchless sewer liner installation, including those of the American Society for Testing and Materials (ASTM International). ASTM F1216, an older standard, was written primarily for mainline rehabilitation. ASTM F1216 provides

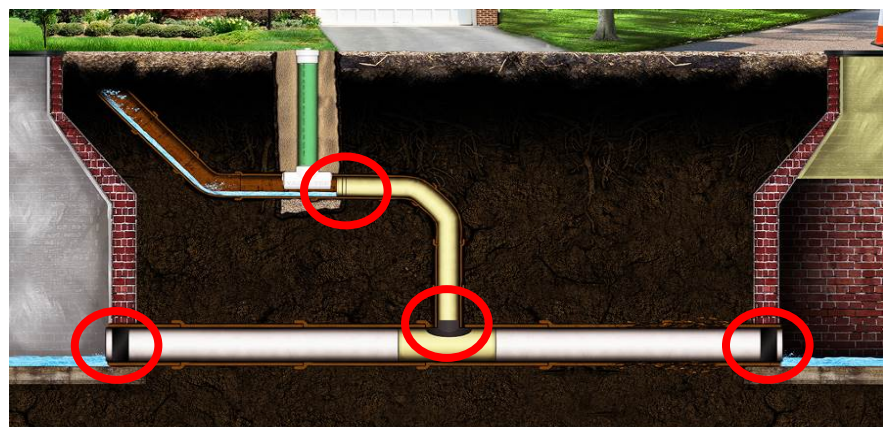


Fig 6. Engineered Gasket Sealed System

liner field installation specifications only and does not call for the use of hydrophilic, engineered seals. However, the newer standard, ASTM F2561, *Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner*, which was written and published for renewing and sealing the connection of the mainline and the lateral pipes where the two pipes form a juncture (refer to figure 6). The F2561 standard practice contains provisions for stopping leakage between CIPP liners by the use of engineered compression gaskets that form a long-term seal that is comparable to new pipe.

When trenchless technology is employed to provide a watertight collection system, adherence to industry standards such as the ASTM F2561 standard would lead to the job getting done right the first time. Yet, whether by choice or lack of knowledge, engineers too often fail to follow the guidance of ASTM F2561, and projects are implemented using substitutes, which fail to provide a long-term remedy to leakage problems in the collection systems.

Marketing efforts by CIPP providers focus on the structural reconstruction capabilities of the CIPP product and not the infiltration reduction characteristics. When a utility or municipality plans its capital improvement program, the use of engineered gaskets must be considered if long-term water tightness of the system is to be achieved just as it would if replacing the old pipe with new pipe. Too often, salesmen convince local governments and their specifying engineers that their products bond to wet, greasy sewer pipes, despite the inability for their liners to ever create a watertight seal. In addition, relationships often play a significant role in how specifications are written, and the result too often is that adherence to the highest engineering standards is not required, resulting in reoccurring failed rehabilitation projects and no accountability for the professional who did not specify the same requirements for the new CIPP as they would for a new, direct bury pipe.



Fig 7. Delaminated Lateral Liner

Taxpayers Left Holding the Bucket

When a collection system is not completely sealed during rehabilitation, there can be consequences. Not only will sewage continue to leak into the soil, causing environmental concerns, but groundwater will also infiltrate into the sewer system, requiring expensive pumping and processing at a treatment plant and loss of capacity throughout the system.

For ratepayers to receive the best value for the repair of their collection system, engineers must be educated on the best approach and best engineering practices to achieve the required design life and expected service life of the selected rehabilitation technology. Ratepayers should never be required to pay for an incomplete design or a failed collection system rehabilitation program and then have to continue paying for treatment of extraneous water, or worse yet, pay to try to get it right a second time. The correct solution must be selected the first time through research and education on what products and technologies are best suited for the utility's rehabilitation

needs. We trust and hope this is the same practice that is employed when engineers design a bridge, and the bridge contractors build according to plan.

Although unfamiliarity with modern technology is part of the problem, deception and outright fraud also exist in the world of municipal procurement of sewer restoration projects. Fraud, by definition, is the knowing misrepresentation of the truth or the concealment of a material fact to induce another to act to his or her detriment. When manufacturers, engineers, or other industry representatives intentionally describe bonding of materials to a host pipeline or release specifications that allow the use of cheap, unproven products that do not comply with industry standards, the public is defrauded and must bear the cost of this deception.

In many cases, the cost of rehabilitation is not limited only to the locality and its ratepayers. Often, these restoration projects are funded with federal and state dollars from State Revolving Funds. Thus, across the nation, federal and state funds are being inadvertently misdirected to ineffective restoration technologies that have limited effectiveness, leading to additional project spending in order to fix what should have been fixed the first time. A key factor in the decision to approve SRF assistance is to optimize the results that SRF funds will achieve. Clearly, the use of such funds to finance sewer water tightness projects that do not require the utilization of compression gaskets ultimately fails to meet the goal of creating a watertight collection system.

Case in Point #1: New Castle County, DE

New Castle County, Delaware has had an extensive amount of experience in renewing sewer mains, sewer service lateral pipes and main-to-lateral connections in their efforts to seal their sewer collection systems from infiltration. For many years, this County had implemented contract specifications that required that the minimum level of quality to be met for materials and installation methods adhere to the standards described in ASTM F2561 (refer to figure 8).

However, in the past two years, the County lowered the minimum level of quality and did not require the work to comply with the ASTM F2561 Standard. The results are troubling: already, more than a dozen lower-cost CIPP lateral pipe-liners have buckled and failed. These incidents demonstrated the ineffectiveness of the lower standard products, which caused emergency excavations costing hundreds of thousands of dollars to repair the collapsed sewer pipes.

To avoid any further problems the County removed the contractor from the project and abandoned its decision to accept lower quality products and ruled that the several hundred remaining laterals that had yet to be restored on the project be renewed using the county's previous specifications including requirements described in the industry standard ASTM F2561.

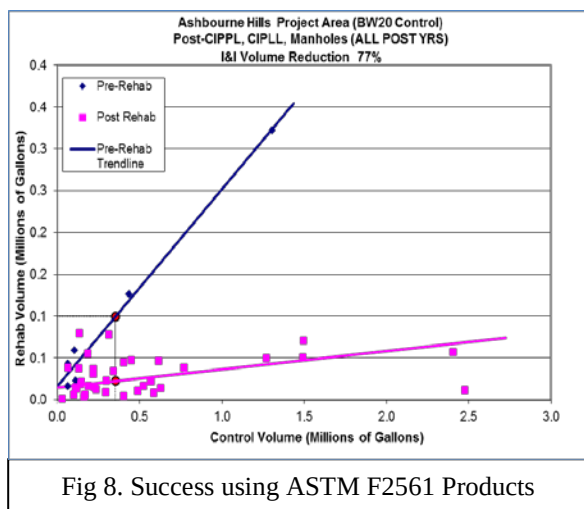


Fig 8. Success using ASTM F2561 Products

Case in Point #2: Coral Springs, FL

Coral Springs Improvement District, Florida is another example where a local government used traditional CIPP to rehabilitate its main sewers. Initially, the results appeared satisfactory, but over time the grout began to fail, and leakage into the system increased to a point where the district hired a contractor to investigate.

It soon became apparent, however, that large amounts of water were entering the sewer collection system through defects in the lateral pipe connections. Also water was tracking between the old pipe and the new CIPP liner and was flowing back into the sewer at each manhole. To remedy the problem, the District invested roughly \$1 million to rehabilitate and seal lateral connections using CIPP outfitted with engineered compression gaskets to stop leakage and seal the system.

After rehabilitation was complete, including the installation of CIPP outfitted with engineered compression gaskets at required locations, the District reduced infiltration into their system by 232 million gallons annually. This reduction in flow has saved the District approximately \$365,000 each year since work was completed. At this rate, the project will pay for itself in just 2.6 years, with further savings of \$365,000 in each year thereafter. Despite the lining of the system years earlier without the use of compression gaskets, it was not until the laterals were lined with the engineered compression gaskets that the value in the previous lining project was finally realized.

Case in Point #3: Naperville, IL

Another example can be found in Naperville, Illinois. The City had designed a multimillion-dollar treatment facility expansion to address the increased flows in its collection system that needed processing. However, while the engineering department was designing and planning the expansion, the operations and maintenance department were aggressively rehabilitating sewer mains, service laterals, and manholes. The city required the use of compression pipe gaskets as part of their sewer renovation project,. As a result of the renovation projects over several years, flows within the system were significantly reduced despite an increase in user population in the system. Amazingly, the City has yet to expand their treatment facility, as the installation of CIPP outfitted with compression gaskets has significantly reduced flows to the City's treatment facility. Even as the population rose, the flows to the treatment facility decreased.

Summary

Municipal infrastructure projects are intended to be long-term investments and must meet design and service requirements for many years. This can only be achieved through the use of the most modern, heightened standards of performance. Additionally, sound engineering principles must apply in local, state, and federal government bid specifications in order for the public to receive the best return on its investment and ultimately provide the most effective solution at the lowest long-term cost, thereby optimizing the use of ratepayer dollars.

It is important that practical engineering principles and proven industry standards guide engineers in the preparation of specifications for all public projects, especially sewer restoration projects, where the use of lower cost products may lead to a failed restoration effort by the utility. The required use of published industry standards, such as ASTM F2561, is one way to ensure that projects are implemented using the best technology to provide the highest value to ratepayers and eliminate the need to redo rehabilitation projects when they are ineffective due to the use of lower cost materials.

BIOGRAPHIES

Bevin Beaudet is a registered professional engineer with over 45 years of experience in the management of water/wastewater capital improvement projects. As the former Director of Palm Beach County, Florida Water Utilities, the third largest such utility in the state, he worked extensively to implement trenchless technology for cost effective repair and replacement of valuable underground infrastructure. Mr. Beaudet has been the recipient of numerous industry awards including in 2014, the National Environmental Achievement Public Service Award from the National Association of Clean Water Agencies (NACWA).

Ed Kampbell is a registered professional engineer with 40 years of experience, including over 32 years in the trenchless pipeline rehabilitation industry and a unique engineering skill set; specializing in CIPP, deformed/reformed HDPE, fold and form PVC, large-diameter segmental slip-lining, and grout in place liner systems. Mr. Kampbell's technical expertise includes engineering design of the renewal pipeline system, development of the proper installation process to suit a wide variety of applications and environments, proper materials selection and handling, and Quality Assurance evaluation of the installed product. Mr. Kampbell regularly serves as an engineering expert witness, is a globally recognized technical consultant, and has chaired numerous industry groups shaping the future of the trenchless industry.

Gerry Muenchmeyer is a registered professional engineer instrumental in the development of the trenchless industry over the last 35 years working in the United States and abroad. Mr. Muenchmeyer was instrumental in initially installing the cured-in-place-pipe (CIPP) application in the United States and his professional career has been dedicated to the development, support and promotion of trenchless pipeline renewal technologies. Mr. Muenchmeyer has been instrumental in teaching, training and certifying trenchless professionals and has written numerous articles, papers and specifications for the benefit of the renewal industry. He has chaired numerous industry organizations including most recently serving as technical director of the National Association of Sewer Service Companies (NASSCO), being inducted into the Select Society of Sanitary Sewer Sleuths and selected as 2014 Trenchless Technology Person of the year by Trenchless Technology Magazine.

Bruce Tobey, a Partner with the law firm of Pannone Lopes Devereaux & West, a recognized specialist in municipal infrastructure and related issues, he has extensive experience with the management, operation, financing and maintenance of wastewater systems. Mr. Tobey was the longest-serving Mayor/CEO of the City of Gloucester, Massachusetts and a long-time senior attorney with the Massachusetts Water Resources Authority.

Interoffice
MEMORANDUM



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

To: Ron Wasson - Town Manager

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

Date: October 13th 2015

Subject: Contract # 128 Repairs to Sewer Lateral Clay Hubs
Request for Contract Extension with LMK Pipe Renewal LLC for T-Liner

1.0 Preamble

This memorandum seeks approval for LMK Pipe Renewal LLC, to continue sewer lateral lining to reduce the volume of infiltration that enters the sanitary collection system and which the Town must pay the City of Miami Beach, a premium amount of \$6.72 (effective October 1st 2015) per 1,000 gallons to treat! (The cost of drinking water is \$4.28 per 1,000 gallons).

The gravity sewer collection system consists of Vitrified Clay Pipe (VCP), which over the years has developed cracks (expected for VCP) and weakened joints (at the time VCP was installed in 3 foot sections). Given our ground water conditions and tidal influences, both scenarios allow tremendous infiltration.

2.0 Background

In September 2007 Council approved the contract award to LMK Pipe Renewal, LLC (LMK) to inspect all sewer laterals and repair the worst ones using T-Liner. The work associated with that contract was successfully performed and 49 sewer laterals were repaired. As a result of the bid process and subsequent verification that T-Liner continues to be superior to other alternatives, this Contract was extended in 2009-2010, 2012-2013, 2013-2014 and 2014-2015 when 17, 18, 42 and 23 additional sewer laterals were repaired, respectively. A summary of previous contract extensions, council approvals and associated work is presented in Table 1.

TABLE 1
Previous Contract Extensions

	Fiscal Year	Amount Paid	Amount Approved	Laterals lined	Comments
Original Contract	2007-2008	\$236,384.00	\$298,745.00	49	Contract cost included inspection of all sewer laterals
1 st Extension	2009-2010	\$69,725.00	\$70,000.00	17	
2 nd Extension	2012-2013	\$64,812.00	\$70,000.00	18	
3 rd Extension	2013-2014	\$159,610.52	\$140,000.00	42	Funds carried over from 2012-2013;\$70,000 budgeted in fiscal 2013-2014
4 th Extension	2014-2015	\$103,455.00	\$105,000.00	23	
5 th Extension	2015-2016		TO BE APPROVED		\$300,000 budgeted in fiscal 2015-2016
TOTAL		\$633,986.52	\$683,745.00	149	

This memorandum seeks to obtain approval to extend the contract with LMK for a fifth time.

3.0 Contract Competiveness

When the contract was awarded in 2007 the rate for a twenty five foot sewer lateral was \$3,875.00. The rates were unchanged for the first extension but LMK offered a reduction of \$375.00 per lateral for the second extension, to \$3,500.00.

On August 13th 2015, LMK signed a contract with the City of Plantation. Based on the rates in this Contract the same work that we are paying \$3,500.00 for will cost \$3,370.00. LMK has offered the Town of Bay Harbor Islands the same low bid rate as the City of Plantation. Therefore, this contract extension is akin to piggybacking on the Plantation Contract. A copy of Plantation Contract is attached.

4.0 Determination of locations for T- liner

All previous T- Liner work focused on the West Island, where infiltration was deemed to be more severe and subsequently 149 laterals were repaired and infiltration is within tolerable levels.

Table # 2 identifies the catchment basins where sewer lining work is being proposed and the associated streets on the East Island. Basin numbers 3, 4 and 5 have been targeted for repairs as the levels of infiltration in these basins are above the allowable levels established by the State.

In addition, developers on the East Island are required to use the sewer laterals that exist on their properties and in this regard it is imperative that these laterals are structurally sound and hydraulically efficient. Wherever a construction site exists, all the laterals between the set up manholes, in addition to those servicing the construction site, are proposed to be lined.

TABLE # 2
Property addresses of Proposed Repairs in 2015-2016
5th Contract Extension for LMK Pipe Renewal LLC

Sewer catchment Basin #	No	MH-MH	Sewer Lateral Diameter (in)	Number of Laterals	Street Name	Anticipated Cost
5	1	55-56	6"	5	103 rd	\$16,850.00
	2	60-63	6"	5	102 nd	\$16,850.00
	3	54-57	6"	9	102 nd	\$30,330.00
	4	44-50	6"	12	101 st	\$40,440.00
	5	47-64	6"	4	100 th	\$13,480.00
	6	51-58	6"	9	100 th	\$30,330.00
6	7	69-70	6"	6	98 th	\$20,220.00
3	8	107A-107	6"	7	94 th	\$23,590.00
	9	106A -106	6"	10	93 rd	\$33,700.00
	10	101-105	6"	6	92 nd	\$20,220.00
4	11	102-108	6"	7	91 st	\$23,590.00
	12	92A -82	6"	5	95 th	\$16,850.00
				85	Sub-total	\$286,450.00
					Contingency	\$13,550.00

					Total	\$300,000.00
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5.0 Discussion

T-liner continues to be the superior technique/ product for preventing infiltration into sewer laterals, primarily because there are no joints in this system. The alternative to T Liner is a system referred to as “Top Hat” which involves a joint at the main line.

The rate offered to the Town for T-Liner has been reduced to match current rates that have been competitively bid.

The experience with the T-Liner product has been exceptional; LMK has conducted CCTV inspections of work that was installed in 2007 and the results clearly illustrate that the product is still in good condition after six years in service.

6.0 Recommendation

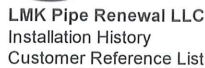
It is recommended that the contract with LMK be extended in an additional amount not to exceed \$300,000.00.



LMK Pipe Renewal LLC
Installation History
Customer Reference List

LMK Pipe Renewal has installed T-Liner with Insignia Seals in all the installations.

No.	Prime/Sub	Installer	St.	Project #	Project Name	Owner Information			Additional Project Contacts		T-Liner / Sectional MH Shots (Lat Line) Additional LF Stack Double Wye Siemens Lateral Transitions Vac-A-T Chimney Seal Sectional Liner										Start	Comp.
						Name	Contact	Phone	Contact	Phone	5,674	257	13,732	36	44	84	500	0	65			
1	Sub	PR	FL	06-002	Countywide one-year contract for Removal/Replacement and Rehabilitation of Sanitary Sewer Laterals	Miami Dade County			Ethan Heijn, P.E.	954-987-0066	151	26	198							Aug-06	Sep-07	
2	Sub	PR	FL	06-099	Sub for Mansen/Barr Corporation	City of Miramar	Hong Guo	954-538-6825	John Barr	954-448-4181c	3									Oct-06	Aug-06	
3	Sub	PR	VA	06-001	B.Frank Joy (prime)	Manassas / BFJ	Sharon Shelton	301-679-9499			25	4	128							Jul-06	Jul-06	
4	Sub	PR	FL	06-004	AW / Margate	City of Margate	Gus Gustitus	954-972-0828	Mike Cannon	954-561-0942	4		13							Oct-06	Jan-07	
5	Sub	PR	FL	06-003	Broward County / AW	Broward County	Mr. Ethan Heijn	(954) 987-0066	Mike Cannon	954-561-0942	32	2	28							Oct-06	Mar-07	
6	Sub	PR	FL	07-001	Sanitary Sewer Repairs	North Miami Beach	Pedro Melo	305-733-1187	Louis Woska	866-423-6621	43	1	189							Jan-07	May-07	
7	Sub	PR	FL	07-003	Wilton Manors - Reynolds	City of Wilton Manors	Dave Archacki	954-818-7315	Mike Cannon	954-561-0942	611	45	1,200							Nov-07	Dec-08	
8	Sub	PR	FL	07-002	Coral Springs	Coral Springs	Dave Moore	954-345-2167	Mike Cannon	954-561-0942	4	1	60							Oct-07	Mar-08	
9	Prime	PR	FL	07-004	North Key Largo Utility OR	Ocean Reef	Jeff Oeltjen	305-522-1706	Ethan Heijn, P.E.	954-987-0066	4		15					8		Apr-07	Dec-07	
10	Sub	PR	FL	07-006	Sanitary Sewer Repairs	North Miami Beach	Pedro Melo	305-733-1187	Jeff Newman-MP	317-617-0547	22	2	97							May-07	Aug-07	
11	Sub	PR	FL	07-007	Sanitary Sewer Rehabilitation	Broward County-Reynolds	Mr. Ethan Heijn	(954) 987-0066	Mike Cannon	954-561-0942	8							1		Oct-07	Feb-08	
12	Sub	PR	FL	07-008	Lateral Rehabilitation	City of St Petersburg			Fred Tingberg	954-973-9700	14									Jul-07	Apr-07	
13	Sub	PR	FL	07-009	Pembroke Pines - Reynolds	Pembroke Pines	Dan Pringle	954-435-6511	Ethan Heijn, P.E.	954-987-0066	6		28							Jul-07	Oct-07	
14	Sub	PR	FL	07-010	Plantation Sewer Repairs	City of Plantation	Darryl Richardson	954-673-0836	Jeff Jones	954-797-2159	8		12							Jul-07	Sep-08	
15	Prime	PR	FL	07-011	Clermont Sewer Repairs	City of Clermont	Paul Billingsley	352-241-0178			27									Sep-08	Nov-08	
16	Prime	PR	FL	07-012	Repairs to Sewer Lateral Clay Hubs	Bay Harbor Islands	Randy Daniel	305-866-6241			49		227							Oct-07	Mar-08	
17	Prime	PR	FL	08-001	Medley Sewer Repairs	Town of Medley	Joe Soto	305-889-1915	Rod Rodriguez	305-445-2900	6							4		Oct-07	Mar-08	
18	Prime	PR	FL	08-002	Plantation Serer Repairs	City of Plantation	Darryl Richardson	954-673-0836	Jeff Jones	954-797-2159	12									Jan-08	Mar-08	
19	Sub	PR	FL	08-003	Sanitary Sewer Rehabilitation	Broward County-Reynolds	Mr. Ethan Heijn	(954) 987-0066	Mike Cannon	954-561-0942										Mar-08	Jun-09	
20	Prime	PR	FL	08-004	Deerfield Beach NE 20 Ave	City of Deerfield Beach	Fred Scott	954-480-4403			16									Apr-08	Jul-08	
21	Sub	PR	FL	08-006	City of Hollywood - Reynolds	City of Hollywood	James Mortel	954-921-3930	Bill Rivera	954-561-0942	5									Jun-08	Jul-08	
22	Sub	PR	FL	08-007	Largo Sewer Repairs	City of Largo	Jim Weaton	727-424-5121	Mike Cannon	954-561-0942	45	3								Aug-08	Oct-08	
23	Sub	PR	FL	08-009	Hialeah - RI	City of Hialeah	Armando Vidal	305-556-3800	Ethan Heijn, P.E.	954-987-0066	28	2	184							Sep-08	Sep-09	
24	Sub	PR	FL	08-010	Sewer Rehabilitation	North Miami Beach	Pedro Melo	305-733-1187	Jeff Newman-MP	317-617-0547	3		14							Oct-08	Nov-08	
25	Prime	PR	FL	08-011	Brooksville Sewer Repairs	City of Brooksville	Laureen Busacca	352-544-5465			59	3	341			18		2		Nov-08	May-09	
26	Sub	PR	FL	08-012	Sewer Rehabilitation	City of St. Petersburg	Mark Laney	727-420-8931	Fred Tingberg	954-973-9700	13									Oct-08	Dec-08	
27	Sub	PR	FL	09-001	Sewer Pipe Rehabilitation	Coral Gables - MP			Louis Woska	866-423-6621	8	54	98							Jan-09	Jun-11	
28	Sub	PR	FL	09-002	Lateral Repairs / Lateral Survey	Homestead - MP	Ethan Heijn, P.E.	954-987-0066	Louis Woska	866-423-6621	0							6		Jan-09	Jan-11	
29	Sub	PR	FL	09-003	Lateral Lining	Pembroke Pines - MP	Dan Pringle	954-435-6511	Louis Woska	866-423-6621	16		237							Jan-09	Jun-09	
30	Sub	PR	FL	09-004	Lateral Repairs / Lateral Survey	North Lauderdale - Reynolds	Joe Santi	954-724-7070	Peter Martin	954-561-0942	10							2		Jan-09	Apr-09	
31	Prime	PR	FL	09-005	Sewer Repairs, T-Liner, vac-a-tee	North Key Largo Utilities	Bob Orr	305-522-3854	Jeff Oeltjen	305-522-1706	8									Feb-09	Apr-09	
32	Prime	PR	FL	09-006	Lateral Repairs / Lateral Survey	Bay Harbor Islands	Randy Daniel	305-866-6241			18									May-09	Aug-09	
33	Prime	PR	FL	09-007	Lateral Repairs / Lateral Survey	Deerfield Beach	Fred Scott	954-480-4403			7		25							Mar-09	Apr-09	
34	Prime	PR	FL	09-008	Plantation Sewer Repairs	City of Plantation	Darryl Richardson	954-673-0836	Jeff Jones	954-797-2159	6		86					3		Apr-09	Jun-09	
35	Sub	PR	FL	09-009	Boca Raton - MP	City of Boca Raton	John Sfropoulos	561-338-7382			38		150							Jan-09	May-10	
36	Prime	PR	FL	09-010	Margate	City of Margate	Gus Gustitus	954-972-0828			15		332							Jun-09	Sep-09	
37	Prime	PR	FL	09-011	Cooper City	City of Cooper City	Robertson Jeff	(954) 434-5519			24		27							Aug-09	Sep-09	
38	Sub	PR	TN	09-012	Knoxville, TN - Imp Tech	City of Knoxville, TN			Kenny Zinzer	(865) 670-6677	14									Jun-09	Jun-09	
39	Prime	PR	FL	09-014	Wilton Manors	City of Wilton Manors	Dave Archacki	954-818-7315	John Pilch	954-818-7323	139	11	545					6		Sep-09	Jan-10	
40	Sub	PR	FL	09-015	Pembroke Pines - Reynolds	City of Pembroke Pines	Pembroke Pines	Dan Pringle	954-435-6511		30									Sep-09	Mar-10	
41	Sub	PR	FL	09-016	Orange County - Tec. Insp.	Orange County			Pat Dean	(954) 563-4233	77	4								Sep-09	May-10	
42	Prime	PR	FL	09-017	Brooksville Sewer	City of Brooksville	Laureen Busacca	352-544-5465	Alan Schaffer, PE	352-754-4551	70	5	200					25		Oct-09	Apr-11	
43	Sub	PR	FL	09-018	North Miami Beach - MP	City of North Miami	Pedro Melo	305-733-1187	Jeff Newman-MP	317-617-0547	12		69							Sep-09	Apr-10	
44	Sub	PR	FL	09-019	PBC - Pahokee - AKA Services	City of Pahokee	Adam Galicki	(561) 493-6122		No Work Rel	---	---	---							Oct-09	Jun-10	
45	Prime	PR	FL	09-020	Hialeah Sewer Rehabilitation	City of Hialeah	Roman Erias	305-556-3800	Ethan Heijn, P.E.	954-987-0066	0		0							Oct-09	Oct-11	
46	Sub	PR	FL	09-021	PBC - Pahokee - Shenandoah	Palm Beach County WUD	Adam Galicki	(561) 493-6122	Danny DiMura	954-975-0098	23		228							Oct-09	Jun-10	
47	Sub	PR	FL	09-022	Fort Lauderdale - Lanzo	City of Fort Lauderdale				No Work Rel	---	---	---							Dec-09	Dec-10	
48	Sub	PR	FL	09-023	Hollywood - Lanzo	City of Hollywood	James Mortel	954-980-2244	Ethan Heijn, P.E.	954-987-0066	45		59							Dec-10	Aug-11	
49	Sub	PR	FL	09-024	Broward County - Lanzo	Broward County	No work Released													Dec-09	Dec-10	
50	Prime	PR	FL	09-025	Fort Lauderdale - LasOlas	City of Fort Lauderdale	Scott Sawyer	954-522-2604	Jean Examond	954-492-2852	425	17	2,375							Dec-10	Dec-11	
51	Prime	PR	FL	10-001	Coral Springs Wastewater Rehab	City of Coral Springs	Mike Medley	954-345-2189			14	2	225							Jan-10	Mar-11	
52	Sub	PR	FL	10-002	Lee County	Lee County Utilities	David Sabiston	(239) 693-2992 x201			15		81							Mar-10	Jun-10	
53	Prime	PR	FL	10-003	DBI - Fla Tpx Clean/TV	Maintenance Contract	Gerald Kibynhans	954-444-1090												Mar-10	Dec-11	
54	Prime	PR	FL	10-004	Cooper City 2010	City of Cooper City	Jeff Robertson	(954) 434-5519			32									Apr-10	Dec-10	
55	Sub	PR	FL	10-005	Hollywood - Pipe Con - Sectionals	City of Hollywood	Lane Berg	(954) 971-1195												Apr-10	Aug-11	
56	Sub	PR	FL	10-006	Pinellas Park - RI	City of Pinellas Park	Jim Davis	(727) 541-0771			50									Apr-10	Jun-11	
57	Sub	PR	FL	10-007	Pembroke Pines - MP	City of Pembroke Pines	Joe McLaughlin	954-435-6511	Jeff Newman-MP	317-617-0547	10									Apr-10	Jun-10	
58	Prime	PR	FL	10-008	Coconut Creek	City of Coconut Creek	Chad Hancock	(954) 448-9066			6									May-10	Nov-10	
59	Prime	PR	FL	10-009	Deerfield Beach	City of Deerfield Beach	Fred Scott															



No.	Prime/Sub	Installer	St.	Project #	Project Name	Owner Information			Additional Project Contacts		# T-Line / Sectional MW Shots (Lat Liner) Additional LF Stack Double Wye Siamese Lateral Transitions Vacc-A-T Chimney Seal Sectional Liner									
						Name	Contact	Phone	Contact	Phone	5,674	257	13,732	36	44	84	500	0	65	Start
86	Prime	PR	FL	12-099	Miscellaneous Projects						28		51						Jan-12	Dec-11
87	Prime	PR	FL	12-001	Surfside - Ric-Man	City of Surfside					---								Feb-12	Aug-12
88	Prime	PR	FL	12-002	DBI - Fla Tpx Clean / TV	Maintenance Contract	Gerald Kibynhans	954-444-1090			---								Mar-12	Dec-12
89	Prime	PR	FL	12-003	Jurgensen I-595						---								Jul-12	Dec-12
90	Prime	PR	FL	12-004	Charlotte County	Charlotte Count	Charlie Rine	941-764-4555			3	12							Feb-12	May-12
91	Prime	PR	FL	12-005	Coral Springs Imp Dist.	Coral Springs Imp District	Dan Daly	954-796-6639			213	22	620	7					Mar-12	Oct-13
92	Sub	PR	FL	12-006	Pinellas County - LI	Pinellas County					7		60						Mar-12	Mar-14
93	Prime	PR	FL	13-007	Palm Beach County	Palm Beach County WUD	Adam Galicki	561-493-6122			12								Mar-12	Jul-12
94	Prime	PR	FL	12-008	Boynton Beach	City of Boynton Beach	George Peck	561-742-6437			4								Mar-12	Jul-12
95	Sub	PR	VA	12-009	WSSC - MP	Washington - WSSC			Matthew Calahan	301-277-1983	10	4	352						Mar-12	Jun-12
96	Sub	PR	FL	12-010	Cooper City - LI	City of Cooper City	Jeff Robertson	954-434-5519			26	3	120						Mar-12	May-12
97	Prime	PR	FL	12-011	Deerfield Beach	City of Deerfield Beach	Fred Scott	954-480-4403			30	2	198						Apr-12	Aug-12
98	Sub	PR	FL	12-012	Dania Beach - ITI	City of Dania Beach	Fred Bloetscher	239-250-2423	Ian Lancaster	813-627-0007	70								Apr-12	Open
99	Sub	PR	FL	12-013	Lee County - MP	Lee County Utilities	David Sabiston	239-693-2992	Jeff Newman-MP	317-617-0547	260		621						Apr-12	Open
100	Sub	PR	FL	12-014	Hollywood - LZ	City of Hollywood	James Mortel	954-921-3930			91			8					May-12	May-14
101	Prime	PR	FL	12-015	North Miami	City of North Miami	Wisler-Pierre-Louis	305-895-9834			---								Jun-12	Closed
102	Sub	PR	FL	12-016	Fort Pierce - MP	City of Fort Pierce	Mark Kobbe	772-466-1600			33								Jun-12	Open
103	Sub	PR	FL	12-017	American Engineering	One Plantation Place	Mark Carpenter	305-825-9800			16								Jun-12	Mar-13
104	Prime	PR	FL	12-018	Bay Harbor Islands	Town of Bay Harbor Islands	Randy Daniel	305-866-6241			18		17	2					Jul-12	Aug-12
105	Sub	PR	FL	12-019	Coral Gables	City of Coral Gables	Batista Giovanni	305-460-5069	Ethan Heijn, P.E.	954-987-0066	72	37							Jul-12	Jul-13
106	Sub	PR	FL	12-020	Broward Aviation (Airport)	Broward County Aviation	Roy Rowland	954-359-1250			---		90						Jul-12	Sep-12
107	Prime	PR	FL	12-021	Miami-Dade Aviation (Airport)	Miami Dade County			Ethan Heijn, P.E.	954-987-0066	---								Aug-12	Sep-12
108	Prime	PR	FL	12-022	Lauderhill	City of Lauderhill	Inder Maharaj	954-391-2810			27								Sep-12	Open
109	Sub	PR	FL	12-023	Oakland Park - ITI	City of Oakland Park	Susan Smith	954-630-4432	Ian Lancaster	813-627-0007	49		88						Sep-12	Jan-14
110	Sub	PR	FL	12-024	Homestead - ITI	City of Homestead	Project Canceled, prime contractor deficiencies.				0								Sep-12	Closed
111	Sub	PR	FL	12-025	Sarasota - DEMO	City of Sarasota	Susan Blake	941-365-4840			19	2	75						Sep-12	Open
112	Sub	PR	FL	12-026																

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 11.

ITEM: Discussion and **possible** action of Community Showcase Video Program to enhance the Bay Harbor Islands Web Site with community promotions, special events, professional marketing and local BHI business advertising. Attach find a related information pertaining to this request.

DESCRIPTION:

CGI Communications Inc. of 130 East Main Street, Rochester, NY 14604, is a well respected and known company that offers professionally produced videos to be added to community websites. The company would write the copy and produce the videos which will viewed by persons who visit our website. Additionally, there will be the ability for the Town to upload videos of local events and even news worthy events that could impact residents. This company currently is working with 40 Florida Communities and thousands more across the nation.

The cost to BHI would be zero. (\$0) If we chose to work with CGI, they would ask that we endorse their company with a letter from the Town allowing them to approach local businesses to offer putting their businesses into the videos as click on attachments. There would be no requirement for businesses to advertise their services. Only if the businesses chose to advertise would there be charge. (That cost would be determined based on the length of the add/video)

Staff recommends authoring the Manager to enter into agreement with CGI, Inc. to produce professional website videos for BHI and to showcase the community, residents and businesses.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager
Robert Gonzalez, I.S. Manager
Ronald Wasson, Town Manager

ATTACHMENTS

1.	CGI Marketing Information	CGI Marketing Information.pdf
2.	CGI Frequently Asked Questions	CGI Frequently Asked Questions.pdf
3.	CGI Client List	CGI Client List.docx

COMMUNITY SHOWCASE VIDEO PROGRAM

DRIVING RESIDENTS, BUSINESS, AND TOURISM TO YOUR COMMUNITY



TO LEARN MORE ABOUT THIS PROGRAM

🌐 VISIT www.mayors.tv

✉️ EMAIL nicoler@cgicommunications.com

📞 CALL Vice President of Marketing and Acquisitions, Nicole Rongo at 800-398-3029 x203



COMMUNITY PROMOTION

The Community Showcase Video Program provides unique video content for municipalities to enhance their website. Delivered FREE OF CHARGE, our program is designed to meet the promotional needs of all communities, large and small.



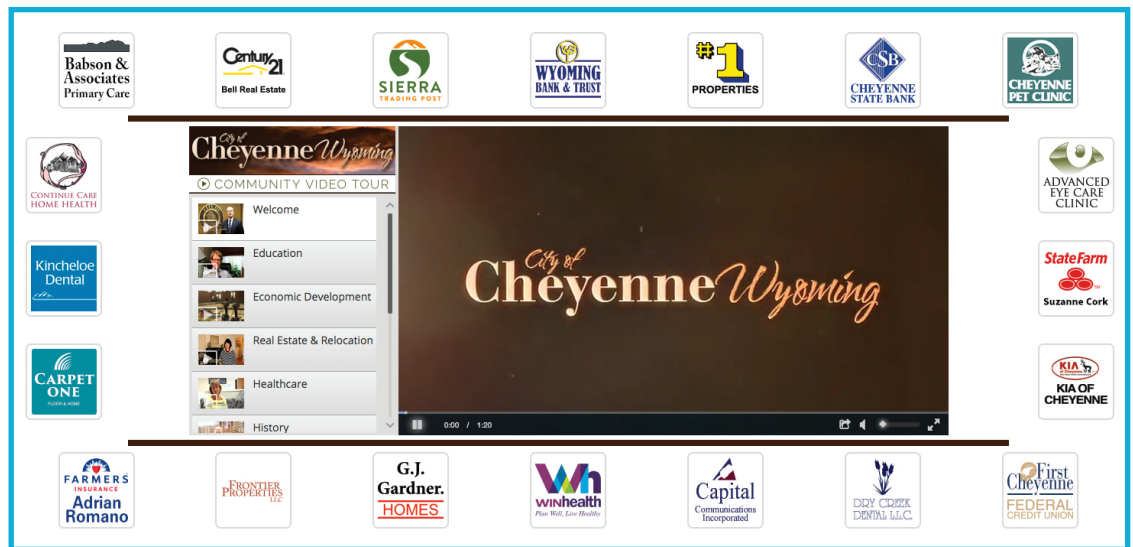
COMMUNITY ORGANIZATIONS

CGI will provide an additional overview video that depicts the important role non-profits play in enriching the quality of life for residents each day. Non-profit organizations receive a FREE logo that links directly to their website, providing them with additional exposure through the community's participation.

CGI works directly with your community to produce a series of videos for your official website. The videos help communities promote tourism, educate and welcome new families and residents and attract new businesses.

Your Video Tour will include a message from your mayor (or other civic leader), and has additional content to highlight quality of life, recreation, business & industry, shopping & dining, and much more.

VIDEO TOUR



GOCAST™ MOBILE APP

GoCast™ gives you the power to record and upload videos to your official website and social media pages instantly! Operated right from your smart phone or device, GoCast™ allows you to record up to two minutes of video at a time with no limitation as to how often it's used. It is the perfect solution to adding new content to your website every day! From ribbon cuttings, festivals, departmental messages, emergency notifications, holiday greetings, event promotion...GoCast™ lets you capture it all.



BENEFITS

- NO COST to your municipality
- Simple implementation process
- Professional video production
- Captivating interface on your website homepage
- Enhanced online communication
- Optimized Internet presence



FREQUENTLY ASKED QUESTIONS

Who is CGI Communications, Inc.?

Formed in 1988, CGI Communications, Inc. is a leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving the Top 100 Award for 6 years since 1999 in the Greater Rochester Area.

Are there any hidden costs?

No. There is never a point where your municipality will ever see an invoice for any services we provides.

What if no businesses sign up for sponsorship?

Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.

How long does the video production take?

Video production is typically takes 10 to 14 weeks from inception to completion.

What is the relationship between CGI and the United States Conference of Mayors, the National League of Cities, and National Association of Counties?

CGI works closely with the USCM and NLC to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in. In addition, CGI is a Premier Corporate Member of NACo and have partnered with hundreds of counties on our County Showcase Program.

Who fulfills the sponsorship element of the Community Video Program?

CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses that you would like to see have first right of refusal, we encourage and welcome you to do so.

Do we have a choice of what season we are filmed in?

Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole. Keep in mind however, being a free program our production calendar fills up quickly no matter what time of year.

Do we need an Official Representative in our Welcome video?

Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.

Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?

Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.

Is there a special rate for non-profit organizations that want to get involved?

We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.

The 2015 Community Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: Ronald J. Wasson

Title: Town Manager

Address: 9665 Bay Harbor Terrace

Town, State, Zip: Bay Harbor Islands, Florida 33154

Phone: 305-866-6241

Email: rwasson@bayharborislands.net

Website: www.bayharborislands.org

This agreement is between CGI Communications, Inc. ("CGI") and the Town of Bay Harbor Islands (the "Town") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.bayharborislands.org homepage, including any alternate versions of your homepage, for viewer access on different devices.

During the term of this Agreement, CGI shall:

- Produce video content with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide script writing and video content consultation
- Have a videographer come to your location to film the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to your approval (up to 3 sets of revisions allowed). Any request for approval of revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Provide our patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Have the duration of sponsor participation be one year and CGI is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from your website, including any alternate versions of your homepage for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.bayharborislands.org website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Own copyrights of the master Community Video Program
- Assume all cost for the Community Video Program
- Honor any request for termination of sales upon 30 day notice and only if the Town continues to provide the Community Video Program linkage from its homepage for the duration of this agreement

Program add-ons will include:

- The GoCast™ recording app and up to three (3) instant GoCast™ video widgets for placement on the Town website. Each Cast allows for up to two (2) minutes of video which can be replaced or updated anytime

During the term of this Agreement, the Town of Bay Harbor Islands shall:

- Provide a letter of introduction for the program on its letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use Town name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.bayharborislands.org homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.bayharborislands.org homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Feature business sponsors around the perimeter of video panels
- Allow businesses to purchase various digital media products and services from CGI and its affiliates
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program only
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

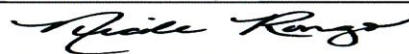
This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, have read and understand the above information and have full authority to sign this agreement.

The Town of Bay Harbor Islands, FL

CGI Communications, Inc.

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: September 23 2015

DATE

Dear Valued Business Owner:

The Town of Bay Harbor Islands is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology. As a community with 4G LTE coverage the Town of Bay Harbor Islands is ready to embrace the mobile revolution, as residents are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages, with the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official town website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the town's official website will backlink to CGI's www.elocallink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Bay Harbor Islands; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this town-wide program as it provides an exciting new opportunity to showcase your business as part of this official town program, and affords all business owners the opportunity to utilize the power of video on your own websites and social media pages.

A representative from CGI Communications will be contacting you to provide detailed information regarding their video products, mobile video apps, and other services to enhance your online presence.

Best Regards,

Signatory
Title

Thank you for taking the time to speak with me this afternoon regarding our video program proposal. Attached you will find our Community Brochure and I have also re-mailed it to your attention as well. If you do not receive it by the end of next week, please let me know.

We also work with over 3,000 partners across the U.S. and Canada; many of those are communities from within the state of Florida. Below are some of our current partners:

1. Alachua
2. Aventura
3. Boynton Beach
4. Cocoa
5. Cocoa Beach
6. Crestview
7. Daytona Beach
8. Defuniak Springs
9. Deltona
10. Doral
11. Fernandina Beach
12. Fort Pierce
13. Groveland
14. Hallendale Beach
15. High Springs
16. Indian Harbour Beach
17. Key Biscayne
18. Kissimmee
19. Lake Alfred
20. Lauderdale Lakes
21. Longwood
22. Marathon
23. Marco Island
24. Miami Gardens
25. Miami Lakes
26. Milton
27. North Miami Beach
28. Ocoee
29. Orange City
30. Orange Park
31. Palmetto Bay
32. Pinellas Park
33. Plantation
34. South Daytona
35. St. Pete Beach
36. Tamarac
37. Temple Terrace
38. Venice
39. Wilton Manors

40. Winter Haven

Please keep in mind, this list does not include our County and Chamber of Commerce partners.

If you have any other questions, please let me know.

Amy Curran
Marketing and Acquisitions Executive

P: 800.398.3029 x 589

F: 866.429.8611

CGI Communications, Inc.
Granite Building, 5th Floor
130 East Main Street
Rochester, NY 14604

View my Company Bio: http://www.cgicompany.com/the_process/marketing/meet_amy.php

Like us on Facebook: www.facebook.com/cgicomcommunications

Follow us on Twitter: www.twitter.com/cgi_comms

Connect with me on LinkedIn: www.linkedin.com/in/amycurran/

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a proposal from Hazen and Sawyer in the amount of \$65,000 to prepare a Plan of Compliance for utility owned Sanitary Sewer Collection Systems. Enclosed find the proposal from Hazen and Sawyer.

DESCRIPTION:

As a result of the new EPA Consent Decree, which became effective in December 6, 2013, all Volume Sewer Customers (VSC) are required to provide a Plan of Compliance (the Plan) to document how they will comply with the new requirements of the Consent Decree. The new Decree shall require new concepts of system management to prevent sewer overflows; address asset management, information management, and life cycle lost.

Staff recommends that the Town Council approve expenditure of \$65,000.00 in favor of Hazen and Sawyer to prepare a Plan of Compliance for the Town.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This expenditure will require appropriations General Reserves Fund.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Proposal from Hazen and Sawyer	2015-1027 - Bay Harbor Islands - Plan of Compliance proposal.pdf
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October 27, 2015

Randy Daniel, PE
Town Engineer/Director of Public Works

TOWN OF BAY HARBOR ISLANDS

9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Proposal for Development of the Plan of Compliance

Dear Mr. Daniel:

Hazen and Sawyer is pleased to submit this proposal to provide professional engineering services for development of the Plan of Compliance on behalf of the Town of Bay Harbor Islands (Town). A scope of work, fee, schedule, and assumptions for this requested Work Authorization are presented in sequence below.

SCOPE OF WORK

Changes to the Miami-Dade County Code compel all wastewater volume sewer customers of the Miami-Dade Water and Sewer Department (MDWASD) to provide a Plan of Compliance documenting how sanitary sewer operating practices will ensure compliance with a set of new requirements derived from MDWASD's Consent Decree with the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and the United States Department of Justice. **Attachment A** provides a detailed scope of work including a project background and task descriptions.

Please note that while for purposes of completeness the Attachment A scope of work addresses all required components of the Plan of Compliance, for purposes of project implementation we are proposing that the work be conducted in two phases as follow:

- Phase 1 would define and describe the required activities, procedures, and programs along with the necessary personnel, equipment, supplies, and outside services contracts. Phase 1 would also provide a Level of Service definition and identify critical assets that are essential to maintaining the Level of Service.
- Phase 2 would present the Information Management System requirements and staffing and funding plans needed to support the activities, procedures, and programs defined in Phase 1. Phase 2 would also include generation of Life Cycle Costs for critical assets.

We believe that this type of phased approach not only reflects the necessary logical sequence of the task execution but will also constitute a more cost effective and efficient approach to completing the project. This requested Work Authorization addresses Phase 1 and Phase 2 activities.

FEE

The task budgets requested for the work are summarized in the table below.

Phase 1 Program Activity		Budget
1	Compliance Plan for Modifications to Existing Requirements	\$1,110
2	Sewer Overflow Response Plan	\$8,550
3	Information Management System ¹	\$9,830
4	Sewer System Asset Management Plan ¹	\$11,990
5	Gravity Sewer System Operation and Maintenance Program ¹	\$7,890
6	Pump Station Operations and Preventative Maintenance Program ¹	\$12,570
7	Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program ¹	\$12,550
8	Implementation Schedule	\$830
Total ²		\$65,900

¹ Task to be initiated in Phase 1 and completed in Phase 2 (reference Attachment B).

² Includes \$600 in reimbursable costs.

Attachment B provides a cost breakdown of the anticipated tasks and quantities for this Work Authorization. Tasks shown in Attachment B reflect the requirements contained in guidance provided by the Miami-Dade County Department of Regulatory and Economic Resources, Environmental Resource Management (RER-DERM).

SCHEDULE

Authorized tasks will be completed in accordance with the due dates established by RER-DERM. March 11, 2016 has been established by RER-DERM as the official due date for the Plan of Compliance.

ASSUMPTIONS

The following assumptions apply to this scope of work.

1. The work effort detailed herein assumes the City will assist with various information needs, including but possibly not limited to the following:
 - a. Plans, specifications, and as-built drawings for existing facilities and infrastructure.
 - b. Infrastructure inventories and data.
 - c. Equipment and parts inventory data.
 - d. Review of operating practices.
 - e. Data relative to the age and maintenance history of infrastructure.

- f. Access throughout the project to engineering and operations staff for field visit accompaniment and interviews to help supplement existing data and document existing conditions.
 - g. Regulatory reports and/or correspondence.
2. Funding to provide for meetings, communications, and resubmittals related to RER-DERM review comments and information requests has not been included in this requested work authorization.
3. In an effort to minimize the total cost of the work, this scope of work envisions a collaborative approach that relies on the assistance of Town personnel in some subtasks. In particular, funding levels for the various staffing and funding plans are very limited and the Town's participation in the development of these items will be needed.

In view of the very challenging schedule constraints affecting this project, please advise us as soon as possible of any further clarifications that may be needed concerning our proposal. We are grateful for the opportunity to assist the Town with this important program.

Very truly yours,

HAZEN AND SAWYER, P.C.



Christopher L. Kish, PE

Senior Associate

cc: J. Page (Hazen and Sawyer)
F. B. Chiriboga (Hazen and Sawyer)
E. Heijn (Hazen and Sawyer)
P. Carney (Hazen and Sawyer)

Attachment A – Scope of Work

PROJECT BACKGROUND

The County has signed a new Consent Decree (CD) with the Florida Department of Environmental Protection (FDEP), the United States Environmental Protection Agency (EPA), and the US Department of Justice requiring the County to make changes to its sanitary sewer operating practices to ensure compliance with State and Federal codes for the operation of sanitary sewer collection systems. The CD has been formally approved by the EPA and the Board of County Commissioners with an effective date of December 6, 2013.

As a result of the new CD, all wastewater volume sewer customers (VSCs) in Miami-Dade County are required to provide a Plan of Compliance (the Plan) documenting how they will comply with the new requirements of the CD. As these requirements represent a substantial change and expansion to previous requirements, the Miami-Dade County Department of Regulatory and Economic Resources, Environmental Resource Management (RER-DERM), has created a detailed guidance document to aid in preparation of the Plan. RER-DERM has also drafted proposed amendments to the Miami-Dade County Code, Chapter 24-42.2, and submitted them for EPA review on April 4, 2014. While the Plan must be a unique document reflecting the specific details and conditions of a specific utility, in general the submittal must address each of the items noted below and demonstrate how the utility will meet the requirements for that section.

1. Sewer overflow response plan
2. Information management system program
3. Sewer system asset management plan
4. Gravity sewer system operation and maintenance program
5. Pump station operations and preventative maintenance program
6. Force main operations, preventative maintenance and assessment/rehabilitation program

The requirements for the overall program are based on Paragraphs 17, 18, 19, and Appendix B of the CD, and the associated proposed changes to Chapter 24-42.2. The new CD is an extension of the previous CD, to include new concepts of system management and prevent sanitary sewer overflows to the maximum extent possible. Under the previous CD a number of sewer system Capacity, Management, Operation and Maintenance (CMOM) programs were developed. Included in the new CD are new sections concerning asset management, information management, and life cycle costs. Each utility, moreover, will be required to provide a staffing and funding plan to demonstrate capacity to comply with the new regulations. The requirements collectively comprise, in effect, an updated and expanded CMOM Program.

The Plan is required to be delivered to RER-DERM for review no later than six months after the final approval of the changes in County Code Section 24-42.2 that support the new requirements of the CD. It is currently anticipated that the Plan will be due sometime between July and September of 2015. RER-DERM has emphasized, in its communications to VSCs, that the required submittal will be complex and extensive and will require considerable time to prepare.

Attachment A – Scope of Work

The RER-DERM Guidelines remain in draft form at this time, and the proposed County Code amendments are pending EPA approval, and therefore the exact level of effort required for ultimate compliance remains to be seen. The Guidelines and proposed amendments are sufficiently detailed, however, to allow utilities to initiate planning and budgeting for Plan development – an imperative given the extensive nature of the new requirements and the relatively expedited completion schedule for the work. Hazen and Sawyer has relied on the Guidelines and proposed amendments, along with information obtained from Utility Round Table meetings and other direct communications with RER-DERM, to arrive at a scope of work for Plan development and an estimated funding level for this authorization. Each task is described in sequence below.

SCOPE OF WORK

Hazen and Sawyer (CONSULTANT) shall provide engineering services to assist with the development of the Town's Plan of Compliance in accordance with the RER-DERM Guidelines dated January 2, 2014, and the proposed amendments to Chapter 24-42.2 dated April 4, 2014.

Task 1 – Compliance Plan for Modifications to Existing Requirements

The first CD required a number of actions by the VSCs. Existing programs are not required to be addressed in the Plan except where modifications of the program are included as a part of the requirements of the new CD. However, since the plan is intended to be a comprehensive operating document for the utility, existing programs and any associated modifications will be briefly outlined in the Plan. RER-DERM is requiring that staffing and funding to carry out existing requirements be included as part of the staffing and funding considerations required by the new CD.

Subtasks by CONSULTANT

- Briefly summarize applicable requirements pertaining to the following programs that will not be modified under the new CD:
 - o Sanitary Sewer Evaluation Survey (SSES).
 - o Regional Rainfall Dependent Peak Flow Management Study.
 - o Reporting of pump station operating time or the equivalent value from pump station power consumption for each pump station on a monthly basis.
 - o Reporting and correction of stormwater discharges into the sanitary sewer.
 - o Annual report describing all sewer system evaluation and rehabilitation work completed during the previous year.
 - o Inspection of all pump stations to identify and correct equipment malfunctions and deficiencies that could lead to malfunctions.
- Briefly summarize applicable requirements pertaining to the following programs that will be modified under the new CD:
 - o Submittal of a map showing all sewer service areas and sewer subsystems including the total length of gravity sewer lines according to pipe diameters and material. This requirement has been modified in that the submittal is required in an electronic format compatible with the Miami-Dade GIS system.

Attachment A – Scope of Work

- o Monitoring of pump stations to prevent overflows. The new CD will require additional monitoring functions.
- o Participation in a County-wide regional computerized collection and transmission system model to optimize capacity and evaluate the impact of rehabilitation programs, system modifications, upgrades, and expansions. This requirement will be modified to require that the model be updated at intervals of no more than five years.
- o Maintenance of sanitary sewer collection systems so as to prevent or minimize the possibility of overflows. The extent of the required written maintenance plan will be increased and also expanded to require an operations plan.
- o Maintenance of an inventory of spare parts for the system. This requirement will be modified and expanded.
- o Performance of a peak flow management study and submittal of monthly flow data for each pump station to determine adequate capacity. This requirement will be discontinued under the new CD but similar study will be required for specific pump stations where the station has a one or more monthly readings above 15 hours and allocations meeting certain requirements are requested.

Subtasks by TOWN

- Respond to information requests by CONSULTANT.
- Review and comment on CONSULTANT's draft deliverable.

Task 2 – Sewer Overflow Response Plan

The Sewer Overflow Response Plan (SORP) is intended to provide a complete description of the utility's response to a sanitary sewer overflow (SSO), and requires sections addressing the detection, reporting, evaluation, and remediation of any SSO occurring within the utility service area.

Subtasks by CONSULTANT

Reporting, evaluation, notifications and recordkeeping

- Document a 24-hour, convenient method(s) for the public, and all government agencies operating within the service area, to report sanitary sewer overflows, backups, or other failures, including:
 - o Information to be obtained such as location, general conditions and size of overflow, start time of event if known, and contact information for the caller.
 - o Notification of personnel who will instigate an inspection of the reported problem.
 - o Logging of the time of the incoming communication, and the time of the utility response to the notification.
 - o Means to make the public aware of the reporting method(s).
 - o Method as to how all such reports will be stored as permanent records.

Attachment A – Scope of Work

- Document how the utility will investigate the event and the maximum time allowed for such determination, including who in the utility will be notified and who is responsible for initiating response action.
- Document methods to ensure that sufficient personnel will always be available to respond in a timely manner to any SSO, specifically including methods to be used to contact personnel outside of normal working hours and to provide substitutes for personnel who fail to respond.
- Develop guidelines for estimating the flow rate and for determining the total volume of the SSO, including required training for initial responders to provide flow estimates.
- Describe how, after a SSO has been identified by the utility, the following notifications will be made:
 - o Verbal reporting of any SSO, with all information specifically required by the RER-DERM-Guidelines, to the RER-DERM emergency number within 2 hours of identification of the event.
 - o Preliminary written reporting of any SSO, with all information specifically required by the RER-DERM-reporting form or an equivalent form, to RER-DERM within 24 hours of identification of the event.
 - o Verbal reporting of any SSO to waters of the State, to the FDEP State Warning Point Hotline within 24 hours of the utility becoming aware of the event, if the SSO equals or exceeds 1,000 gallons or will endanger public health or the environment.
 - o Detailed written reporting of any SSO, with all information specifically required by the RER-DERM-Guidelines, within 5 days of the utility becoming aware of the event, with a copy to FDEP if the SSO equals or exceeds 1,000 gallons or will endanger public health or the environment.
- Describe how the utility shall keep for at least 5 years all records associated with each SSO, including steps taken to prevent recurrence, work order records associated with investigation and repair activities, and a list and description of complaints from customers or others.

Response

- Describe procedures for responding to all SSOs to minimize the environmental impact and potential human health risk, including:
 - o Actions the utility will undertake to immediately provide notice to the public.
 - o Actions the utility will undertake to provide notice to appropriate Federal, State or local agencies/authorities.
 - o A detailed plan, and response standard operating procedures, to minimize the volume of untreated wastewater transmitted to the portion of the system impacted by the events precipitating the SSO to minimize overflow volumes.
 - o The utility's response in the event of building backups found to be caused by conditions in the utility's sewer system, including the timeframe for responses and the measures to be taken for cleanup, disinfection, and replacement of property where required.

Attachment A – Scope of Work

Preventive actions

- Present a detailed plan of the resources to be used to correct or repair the condition causing or contributing to the SSO, and to prevent a reoccurrence, including:
 - o Staffing, equipment, and funding required to implement these practices.
 - o Description of a program for response training of the utility's employees, and personnel of other affected agencies, necessary for the effective implementation of the SORP in the event of a SSO. Detailed description of procedures for estimating SSO volumes, methods and practices for providing a response to an event which occurs outside normal working hours including how reports of a SSO from the public will be received by the utility and which personnel are responsible for activating the response to the event, and what status conditions reported by the SCADA system will require an immediate response by utility personnel.
 - o Identification of those locations that have been recorded as previously suffering a SSO and those locations for each pump station (PS) at which a SSO is likely to occur first in the event of a PS failure.
 - o PS emergency bypass strategies and procedures, including the equipment, vehicles, and personnel to effect these actions and the methods and practices for providing a bypass outside normal working hours, as well as the storage locations for the equipment and supplies to carry out the bypassing.
 - o Description of all actions to be taken to disinfect an area after an SSO, including agents to be used, dosing rates, differing practices for when the release reaches surface water, and minimum stocks of on-hand supplies of disinfecting agents.

Subtasks by TOWN

- Respond to information requests by CONSULTANT.
- Collaborate with CONSULTANT to arrive at Standard Operating Procedures (SOPs) for the required elements.
- Review and comment on CONSULTANT's draft deliverable.

Task 3 – Information Management System

The Plan is also required to describe the implementation and management of an Information Management System (IMS) to support and enhance the effective operation of the sanitary sewer utility, indicate what components of the system, if any, are shared with other divisions of the municipal government, and document how the system is maintained to assure continuing operation and availability of the system.

Subtasks by CONSULTANT

- Provide detailed descriptions of the required IMS components, including:
 - o *A Management IMS component* to provide the utility Managers with guidance and instruction relative to the evaluation of operations, maintenance, customer service, and sewer system rehabilitation activities.
 - o *An Operations IMS component* to provide the utility Managers and Field Supervisors with guidance to adequately track scheduled operational activities.

Attachment A – Scope of Work

- o A *Maintenance IMS component* to provide the utility Managers and Field Supervisors with guidance to adequately track scheduled maintenance activities.
- o What information will be fed into the system, along with how it will be entered and recorded.
- o What management reports will be generated from the input data, including examples and periodicity for review.
- o What work reports will be prepared and submitted, including examples and periodicity for review.
- o Standard forms that will be used by field personnel and management, including those resulting from implementation of other parts of the CMOM program.
- o Record maintenance procedures, including a listing of the minimum retention dates for the different types of files, the formats for the files, the methods for long term storage, data security, and provisions for secure off-site duplicate records.
- o Computer software to be utilized, characteristics considered in the selection of the software, processes by which the need for upgrades to the system will be identified and met, and security system to prevent unauthorized access to the system.
- o Personnel authorized to enter, read, create reports from, edit, and delete each of the different types of files in the IMS, as well as applicable training to assure security of operation.
- o Implementation of a Geographic Information Systems (GIS) map of the overall system, including the parameters to be included and changes in the data required to provide the annual submittal to RER-DERM in a format compatible with the County GIS system.

Subtasks by TOWN

- Respond to information requests by CONSULTANT.
- Collaborate with CONSULTANT to arrive at detailed descriptions of the required elements.
- Review and comment on CONSULTANT's draft deliverable.

Task 4 – Sewer System Asset Management Plan

The Plan is also required to describe the implementation of an asset management plan designed to assure reliable and economical operation of the system as well as compliance with regulatory requirements. Subtasks will address the required asset management plan components as summarized below.

Subtasks by CONSULTANT

- Provide a current *Condition Assessment* of all sewer system components including gravity sewer lines, manholes, siphons if applicable, pump station components including force mains, aerial crossings if applicable, reporting and control systems, and maintenance and repair equipment and facilities. (Note: data gathered from the recent SSES will be used as a baseline conditional assessment to meet this requirement.)

Attachment A – Scope of Work

- Develop a statement of the *Level of Service* (LOS) the utility intends to provide the customers it serves to ensure compliance with regulatory requirements of the VSCO. The LOS statement must address in detail how the utility will provide uninterrupted sanitary sewer service without backups, avoid overflows, limit excessive infiltration and inflow, control odors, provide suitable maintenance and replacement of aging components, prevent nuisance conditions at pump stations, and avoid excessive costs.
- Identify *Critical Assets* within the sewer system that are essential to the LOS, including the gravity collection system, pump stations, force mains, generators, maintenance vehicles and equipment, information and records, and trained employees.
- Identify the minimum *Life Cycle Cost* (LCC) for each critical asset:
 - o LCC is to address the total cost of the component during its lifetime, including initial cost, length of life, operating costs, maintenance and repair costs, salvage value, and costs from interruption of service. In general, the LCC shows the relative effects of more or less maintenance with the higher costs of increased maintenance being offset by a longer operational life, and fewer service interruptions, and the minimum LCC occurs when increasing maintenance costs are equal to the increased value of a longer service life.
 - o LCC calculations are valid only as long as the LOS is maintained, since if the failure of a component leads to a failure of service or an overflow, or other violation of the LOS, that component is assumed to have received inadequate (underfunded) maintenance.
 - o The minimum standard for maintenance is to be able to identify and remedy any point of possible failure that would lead to an overflow before the component fails. It should be recognized that at some point the required maintenance activities will become more expensive than replacing the component. Identification of this point is the reason for the LCC process.
- Describe a *Long-Term Funding Plan* to pay for all identified LCC for each critical asset, including preventative maintenance and replacement costs when a component reaches the end of its service life, and taking into account the effects of expected inflation and other changes in costs over time. The long-term funding plan must provide detailed descriptions of:
 - o All potential sources of revenue, as well as the amount of funding available over time from each source, including sewer service fee charges, impact fees, grants, bonds, and payments from parties seeking upgraded utility services.
 - o The likelihood of securing funding from each source, and the probable level of funding from each source over time along with factors that may impact the funding from each source.
 - o Methods for increasing current funding sources or finding new funding sources to offset shortages that may occur for whatever reason.
 - o Changes to be made in funding for the utility, within one year of submittal of the Plan, in the event it cannot be demonstrated that currently available funding is sufficient to provide the level of system maintenance shown to produce the lowest

Attachment A – Scope of Work

determined LCC for each critical system component and cover both the short term and long term requirements of the utility.

- o A listing of all critical components, based on the LCC of the components, showing when each component will require replacement and how replacement will be funded for at least the next ten years. (Note: For projects exceeding 2% of the annual maintenance spending, the annual contribution to the sinking fund for the project is to equal that part of the project cost not yet funded divided by the number of years until the project is scheduled.)

Subtasks by TOWN

- Provide SSES report and supporting data.
- Respond to information requests by CONSULTANT.
- Collaborate with CONSULTANT to arrive at detailed descriptions of the required elements.
- Review and comment on CONSULTANT's draft deliverable.

Task 5 – Gravity Sewer System Operation and Maintenance Program

The Plan is also required to describe operation and maintenance with a focus on the gravity system. Subtasks will address the required components as summarized below.

Subtasks by CONSULTANT

- Develop written preventative operations and maintenance schedules and procedures addressing:
 - o Inspection, condition assessment, and maintenance of all gravity sewers, manholes, and inverted siphons or canal crossings (where applicable), including the associated easements and the need to control vegetative growth or encroachment of man-made structures or activities.
 - o Documentation of inspection and condition assessment results and scheduling of preventive maintenance as warranted, including the removal of plantings or unauthorized construction in easements where warranted to ensure access to the main in the event of emergency. (Note: Mains located where access is not possible are to be scheduled for early replacement.)
 - o Identification of particular locations requiring more frequent maintenance due to past accumulations of fats, oil, and grease (FOG).
- Conduct an engineering evaluation of potential sulfide and corrosion control options and develop a summary report of findings along with a recommendation of the preferred sulfide and corrosion control method(s). Incorporate in the evaluation aging-related issues for all types of pipe present in the utility's system.
- Develop prioritization criteria for evaluating the gravity sewers based upon pipe size, location of previous SSOs, community input, and other appropriate criteria.
- Present data attributes for the utility's mapping to allow program data to be compared in the utility's IMS against other pertinent data such as the occurrence of reported blockages, SSOs, and permit violations.

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- Describe an inventory management system for the system that includes a list of critical equipment and spare parts, including both a list and storage location for critical equipment and spare parts stored by the utility, as well as a list of sources where critical spare parts and equipment not stored by the utility may be obtained to permit repairs in a reasonable amount of time. Include written procedures for updating the critical equipment and spare parts inventories in the IMS no less frequently than once a year.
- Develop reports, to be available in the IMS, which list equipment problems and the status of work orders generated during the prior month.
- Describe a staffing and funding plan sufficient to allow completion of the activities required for the Gravity Sewer System Operation and Maintenance Program, including the functions, qualifications, numbers, and total cost of necessary personnel. Continuing costs for maintenance equipment, supplies, and materials are also to be determined.

Subtasks by TOWN

- Provide existing Operation and Maintenance Manual and supporting information.
- Respond to information requests by CONSULTANT.
- Collaborate with CONSULTANT to arrive at detailed descriptions of the required elements.
- Review and comment on CONSULTANT's draft deliverable.

Task 6 – Pump Station Operations and Preventative Maintenance Program

The Plan is also required to describe operation and maintenance focused on the pump stations. Subtasks will address the required components as summarized below.

Subtasks by CONSULTANT

- Identify means of communication between pump stations, field crews, and supervising staff. The system must be capable of coordinating a rapid response to any system problem in order to prevent overflows, and may include the SCADA system, cell phones, e-mail, and dedicated radio systems.
- Compile and summarize the technical specifications of each PS within the system, including at minimum:
 - o The number, type, manufacturer, model, impeller size, serial number, horsepower, normal full load amperage and operating voltage of pumps.
 - o The pump curves along with the rated and typical operating points for the pump station.
 - o Wet well dimensions and nominal operating levels, and dry well dimensions where applicable.
 - o The nominal station voltage. The type, manufacturer, rating, and pertinent serial numbers for pump controls and variable speed drives.
 - o The type and capabilities of the installed remote reporting and control system.
 - o The type, ratings, voltage, speed, model number, and fuel type for generators where applicable.

Attachment A – Scope of Work

- o Upstream and downstream pump stations where applicable.
 - o The electrical service fee structure.
- Describe systems used to continuously monitor and report information for each PS to a central monitoring station, provisions and requirements for maintaining the monitoring system, and procedures for notifying response personnel whenever an out of compliance condition is identified. The monitoring system must at minimum report pump running times and provide alarm functions for high and low level, pump shutdown or failure to start, and loss of power to the station.
- Develop written preventative operations and maintenance schedules and procedures addressing, at minimum:
 - o Periodic service and calibration of instrumentation such as flow meters, liquid level sensors, pressure sensors, alarm systems, elapsed time meters, and remote monitoring equipment.
 - o Predictive (including non-physical) and/or physical inspection and service for all pump stations to (a) record information from the elapsed time meters and pump start counters; (b) observe and document wet well conditions including grease and/or debris accumulation; (c) confirm and/or adjust wet well level control elevations; (d) record system pressure; (e) check SCADA and alarm components; (f) check stand-by power sources, with emergency generators to be test run at least once per week; (g) check motor electrical system for line voltage, current draw, and resistance of windings on each leg at least quarterly; and (h) identify maintenance needs.
- Develop written standard emergency/reactive O&M procedures addressing, at minimum:
 - o Criteria used to determine the necessity for and nature of emergency operations and maintenance.
 - o Methods for notification and activation of emergency repair personnel.
 - o Use of portable generators and portable bypass pumps where applicable.
 - o Evaluation of the need for additional equipment for emergency/reactive operations based on the station flow and operational characteristics and the ease or difficulty of employing various emergency operations at the station.
 - o Evaluation of the need for on-site standby power (on-site generator and/or second electrical feed from the power grid).
 - o Standard forms, reporting procedures and performance measures for emergency/reactive operations and maintenance.
- Describe an inventory management system for the system that includes a list of critical equipment and spare parts, including both a list and storage location for critical equipment and spare parts stored by the utility, as well as a list of sources where critical spare parts and equipment not stored by the utility may be obtained to permit repairs in a reasonable amount of time. Include written procedures for updating the critical equipment and spare parts inventories in the IMS no less frequently than once a year.

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- Develop reports, to be available in the IMS, which list equipment problems and the status of work orders generated during the prior month.
- Describe a staffing and funding plan sufficient to allow completion of the activities required for the Pump Station Operation and Preventive Maintenance Program, including the functions, qualifications, numbers, and total cost of necessary personnel. Continuing costs for maintenance equipment, supplies, and materials are also to be determined.
- Document the extent to which any services required under the Consent Decree are to be provided by an outside entity, the competencies and resources that the outside entity or entities will provide, the utility's means of immediately notifying the service provider upon detection of a problem, and the utility's ability to pay for contracted services in a timely manner. The requirements for work by outside contractors are to be the same as for work done by the utility, including documentation and IMS compatibility. For emergency response the utility is to document a maximum guaranteed 24-hour turnaround time for the service contractor to respond and correct the problem.

Subtasks by TOWN

- Provide available equipment manuals and maintenance schedules.
- Respond to information requests by CONSULTANT.
- Collaborate with CONSULTANT to arrive at detailed descriptions of the required elements.
- Review and comment on CONSULTANT's draft deliverable.

Task 7 – Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program

The Plan is also required to describe a multi-step program to evaluate the condition of all force mains in the utility's system, and then develop a process based on LCC and LOS considerations to provide long term reliable and effective operation of the system. Each force main (FM) is to be considered separately in the program, and subtasks will address the required components as summarized below.

Subtasks by CONSULTANT

- Conduct an engineering evaluation of potential sulfide and corrosion control options and develop a summary report of findings along with a recommendation of the preferred sulfide and corrosion control method(s). Incorporate in the evaluation aging-related issues for all types of pipe present in the utility's system, along with any failure histories and environmental considerations affecting pipe condition.
- Develop a plan for inspection of FMs and document the need to control vegetative growth or encroachment of man-made structures where warranted to ensure access in the event of emergency. Include a schedule for the maintenance of easements and specify the differing requirements for maintenance for paved streets, unpaved areas adjacent to streets, and off-street areas. Note minimum required clearances for utility maintenance vehicles and mowing frequency for unpaved areas.

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- Describe an inventory management system for the system that includes a list of critical equipment and spare parts, including both a list and storage location for critical equipment and spare parts stored by the utility, as well as a list of sources where critical spare parts and equipment not stored by the utility may be obtained to permit repairs in a reasonable amount of time. Include written procedures for updating the critical equipment and spare parts inventories in the IMS no less frequently than once a year.
- Develop reports, to be available in the IMS, which list equipment problems and the status of work orders generated during the prior month. Air release valves are to be specifically included, and the work order listing is to include the start date of the order, subject, work required, completion status, and date of completion.
- Describe a staffing and funding plan sufficient to allow completion of the activities required for the overall FM Operations, Preventative Maintenance and Assessment/Rehabilitation Program, including the functions, qualifications, numbers, and total cost of necessary personnel. Continuing costs for maintenance equipment, supplies, and materials are also to be determined.
- Develop a FM Criticality Assessment and Prioritization program outline describing how the utility will develop, for submittal to RER-DERM at a specified regular frequency, a FM Prioritization Report documenting the results of the utility's FM Criticality Assessment of the structural integrity of its FMs and the risk of FM critical failure.
 - o The Criticality Assessment of a FM is to be based on any previous assessments or investigations regarding the structural integrity, as well as on diameter, average daily and/or peak flow transmitted, age, pipe material, length, availability and proximity of the nearest system component which could handle flows in the event of failure, operating pressure during peak flow events, and availability of new pipe for repairs in case of failure.
 - o The utility is to use the Criticality Assessment to prioritize FMs for further assessment to determine the need for rehabilitation/replacement.
 - o The FM Prioritization Report is to include the results of the utility's FM prioritization for further assessment and/or rehabilitation/replacement, along with a prioritized schedule for implementation of the FM assessment program.
- Develop a FM Assessment program outline describing how the utility will implement assessment activities in accordance with the schedule set forth in the FM Criticality Assessment and FM Prioritization Report. The program is to determine, for each force main in the utility system, if the force main needs to be repaired, rehabilitated, or replaced within the five year cycle, based on providing the lowest LCC for the FM while providing the primary required LOS considerations of avoiding SSOs and reducing operating costs by avoiding excessive head pressures. The FM assessment program outline is to address, at minimum:
 - o Standard procedures and schedules for continual aboveground assessment of the route(s) of each FM in the system, specifically including all crossings of water bodies or drainage ways, including standard forms for the visual assessment of FM routes and aboveground conditions that may indicate belowground leakage or structural issues with the FM.

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- o Standard procedures and schedules for inspecting and identifying FM that are either corroded or at risk of corrosion. This component is to include a system for anticipating locations and conditions that would lead to corrosion risk, identifying corrosion, and prioritizing repair of corrosion defects.
- o Standard procedures and schedules for inspecting and identifying FM that are at risk of failure due to age or type of construction. This component is to include a system for prioritizing replacement of mains that have exceeded their reasonable service life.
- o Standard procedures and schedules for monitoring all existing FM cathodic protection measures, as well as detailed cathodic protection requirements for new installations and explanation of instances in which cathodic protection may not be specified for ductile iron pipe.
- o Standard procedures and schedules for implementing acoustic monitoring of the FMs, where applicable. The acoustic monitoring component shall include leak detection, acoustic monitoring for wire breaks in pre-stressed concrete cylinder pipe (PCCP), and sonar or ultrasonic monitoring for pipe defect analysis including pipe wall deflections, corrosion, pits, voids, cracks, and debris. Any internal wall thickness measurements are to be used to establish a list of potential corrosion problems and prioritize rehabilitation of the FM to prevent line breaks and/or ensure the ability to reliably operate under pressures experienced during peak flow events.
- o Criteria for use of ground-penetrating radar to assess leaks as well as FM bedding conditions and/or voids.
- o A review of improvements in station capacity and reduction in power use for pump stations upstream of the FM when upgrades to a larger size are made. This assessment is to be made using the system model for the utility.
- o Analysis of the feasibility of parallel FM installation to provide redundant capacity for FMs determined to be highly critical, and/or to reduce head losses and power consumption.
- Develop a FM Rehabilitation/Replacement Program outline describing in detail how the utility will select a particular method based on consideration of cost, speed of implementation, street conditions, and requirements for manpower and specialized expertise. The program outline is to address, at minimum –
 - o Standard procedures for repairs, including method selection criteria. Alternatives to be considered should include open cut replacement of pipe sections; spot repairs using cured-in-place pipe (CIPP), mechanical sleeves or repair clamps; and, joint repairs using internal sleeves or external devices.
 - o Standard procedures for rehabilitation, including method selection criteria. Alternatives to be considered should include spray-on linings, close fit linings, CIPP, and woven hose linings (including adhesive-backed linings, non-adhesive backed linings and glass-reinforced thermoplastic linings).

Attachment A – Scope of Work

- o Standard procedures for replacing or upgrading, including method selection criteria. Alternatives to be considered should include open cut replacement of pipe, sliplining, pipe bursting, directional drilling, micro-tunneling, and pipe jacking.
- o Procedures for updating the IMS following completion of the remedial work.

Subtasks by TOWN

- Respond to information requests by CONSULTANT.
- Collaborate with CONSULTANT to arrive at detailed descriptions of the required elements.
- Review and comment on CONSULTANT's draft deliverable.

Task 8 – Implementation Schedule

The Plan is also required to provide an implementation schedule for all components of the Plan, including the initial start date and the repeat cycle time for recurring requirements, as described in the RER-DERM guidelines.

Subtasks by CONSULTANT

- Develop and present schedules that clearly identify due dates for all one-time and recurring compliance requirements, including all evaluation, inspection, training, software system implementation, and submittal requirements.

Subtasks by TOWN

- Review and comment on CONSULTANT's draft deliverable.

Attachment B
FEE PROJECTION
TOWN OF BAY HARBOR ISLANDS
Plan of Compliance

Task	Vice President	Associate	Senior Principal Engineer	Engineer	Drafter	Secretarial Support	Total Hours	Total Fee
LABOR:								
Task 1 <u>Compliance Plan for Modifications to Existing Requirements</u>								
Requirements for existing programs not modified under CD	0	1	2	0	0	0	3	\$430
Requirements for existing programs modified under CD	0	1	4	0	0	0	5	\$680
subtotal	0	2	6	0	0	0	8	\$1,110
Task 2 <u>Sewer Overflow Response Plan</u>								
Reporting, evaluation, notifications and recordkeeping	0	4	8	2	0	0	14	\$1,940
SSO response procedures	0	4	6	0	0	1	11	\$1,540
Staffing, training, equipment, and funding for SSO prevention	0	2	8	2	0	1	13	\$1,670
Assessment of SSO locations	0	2	4	0	2	0	24	\$1,080
Emergency bypass procedures and preparedness	0	4	4	2	8	0	34	\$2,320
subtotal	0	16	30	6	10	2	96	\$8,550
Task 3 <u>Information Management System</u> ¹								
Management, operations, and maintenance components	1	6	10	2	0	2	21	\$2,910
Information management processes	1	4	8	0	0	0	13	\$1,920
Reports to be generated along with review frequency	0	2	8	0	0	1	11	\$1,450
Records maintenance	0	2	6	0	0	0	8	\$1,110
Software and security	0	1	8	0	0	1	10	\$1,280
Implementation of GIS	0	1	6	2	0	0	9	\$1,160
subtotal	2	16	46	4	0	4	72	\$9,830
Task 4 <u>Sewer System Asset Management Plan</u>								
Condition assessment	0	6	8	2	0	2	18	\$2,440
Statement of level of service	1	4	2	0	0	0	11	\$1,160
Identification of critical assets	1	4	6	0	4	0	19	\$2,120
Determination of life cycle costs ¹	1	6	16	8	0	2	33	\$4,350
Long term funding plan ¹	1	4	8	0	0	0	13	\$1,920
subtotal	4	24	40	10	4	4	94	\$11,990
Task 5 <u>Gravity Sewer System Operation and Maintenance Program</u>								
Preventive O&M procedures and schedules	0	4	6	0	2	2	26	\$1,840
Engineering evaluation of corrosion control	0	4	6	0	0	1	19	\$1,540
Prioritization for gravity sewer evaluation	0	2	2	0	4	1	17	\$1,130
Inventory management system and IMS reports	0	2	6	2	0	2	12	\$1,500
Staffing and funding plan ¹	2	4	6	0	0	0	12	\$1,880
subtotal	2	16	26	2	6	6	86	\$7,890

Attachment B
FEE PROJECTION
TOWN OF BAY HARBOR ISLANDS
Plan of Compliance

Task	Vice President	Associate	Senior Principal Engineer	Engineer	Drafter	Secretarial Support	Total Hours	Total Fee
<u>Task 6 Pump Station Operations and Preventative Maintenance Program</u>								
Communications and monitoring/control systems	0	2	2	0	0	0	4	\$600
Pump station technical specifications	0	2	4	20	6	1	41	\$3,850
Preventive O&M procedures and schedules	0	2	6	0	0	2	10	\$1,270
Emergency procedures	0	4	6	0	2	1	17	\$1,760
Inventory management system and IMS reports	1	4	6	2	0	2	15	\$2,050
Staffing and funding plan ¹	1	4	6	0	0	0	11	\$1,670
Outside service providers	0	2	8	0	0	0	10	\$1,370
subtotal	2	20	38	22	8	6	108	\$12,570
<u>Task 7 Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program</u>								
Engineering evaluation of corrosion control	0	4	6	0	0	0	18	\$1,460
Inspection procedures	0	4	4	0	0	1	9	\$1,280
Criticality assessment and prioritization	1	4	4	0	2	0	19	\$1,640
Condition assessment procedures	1	4	4	2	4	1	24	\$2,160
Rehabilitation/replacement program	1	4	4	2	4	1	32	\$2,160
Inventory management system and IMS reports	0	4	4	8	0	1	17	\$2,180
Staffing and funding plan ¹	1	4	6	0	0	0	11	\$1,670
subtotal	4	28	32	12	10	4	130	\$12,550
<u>Task 8 Implementation Schedule</u>								
Implementation schedules	0	2	2	0	2	0	14	\$830
subtotal	0	2	2	0	2	0	14	\$830
Total Labor Fee	14	124	220	56	40	26	608	\$65,320
REIMBURSABLE COST:					Units		Unit Price	Amount
Mileage, printing/copying, and miscellaneous					Lump Sum		\$600	\$600
Total Reimbursable Cost								\$600
TOTAL PROJECT COST (LUMP SUM)								\$65,900

LABOR RATES	\$208	\$173	\$128	\$112	\$112	\$80
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¹ Phase 2 subtask

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 13.

ITEM: Additional discussion and direction requested by Town Manager Wasson regarding the concept presented by Council Member Marano at last month's meeting of a cohesive concept for the Causeway Island, which includes an entrance feature and a some passive park features on the island's median. Enclosed is information provided by Council Member Marano. Also attached is a sample message sign, to be placed on Kane Concourse, which ties in with the concept at Causeway Island.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

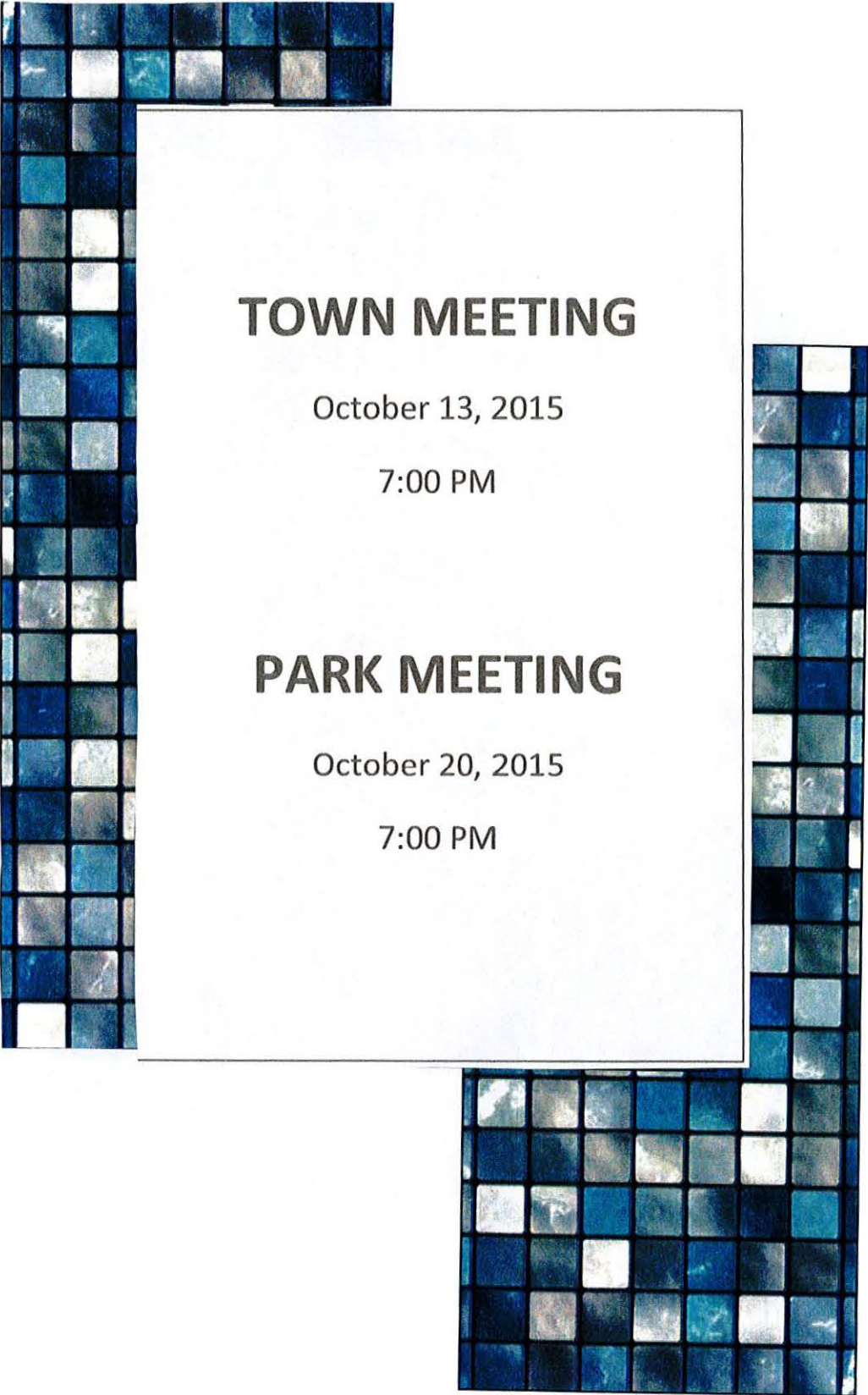
FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposed Signs	Entry Signs1.pdf
2.	proposed sign2	entry signs2.pdf



TOWN MEETING

October 13, 2015

7:00 PM

PARK MEETING

October 20, 2015

7:00 PM



Bay Harbor Islands

Shepard Broad Causeway



Bay Harbor Islands



Shepard Broad Causeway

BAY HARBOR ISLANDS

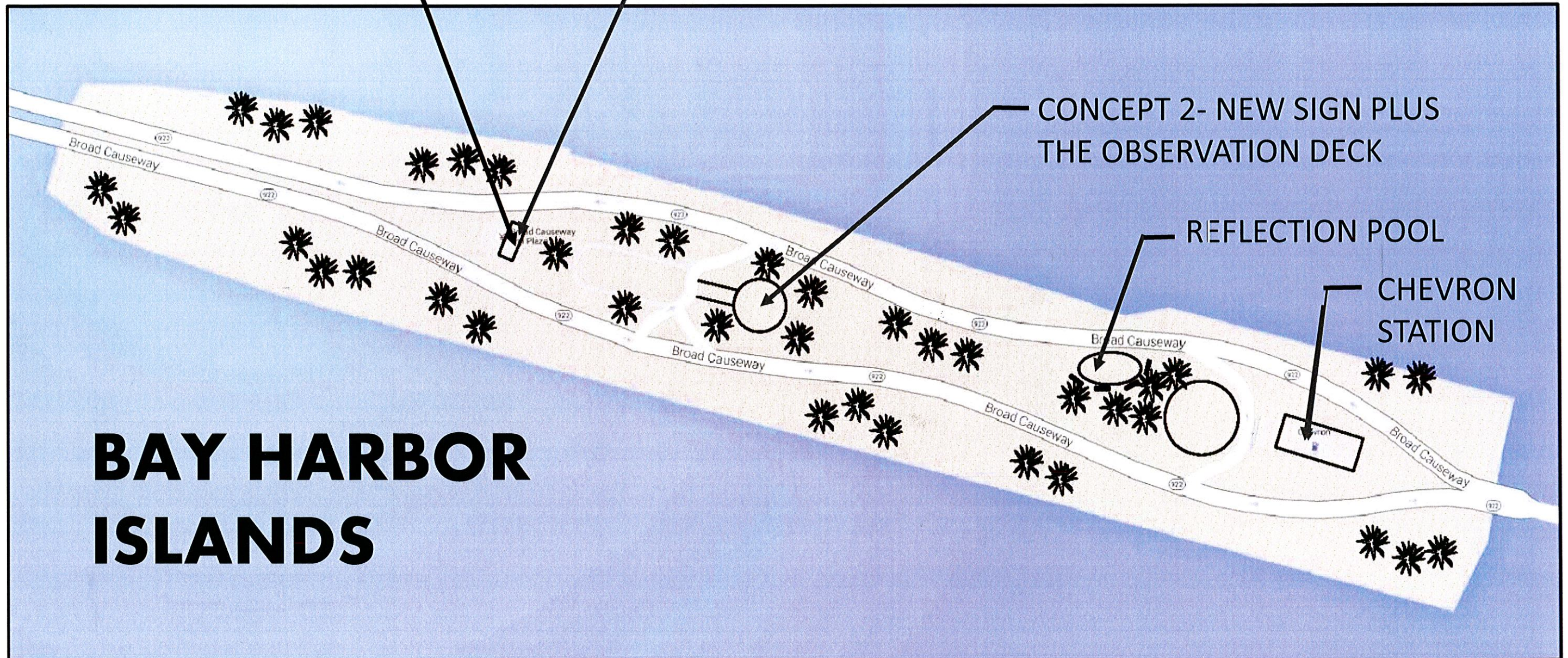
OPTION 2 - BHI SIGN PLUS OBSERVATION DECK

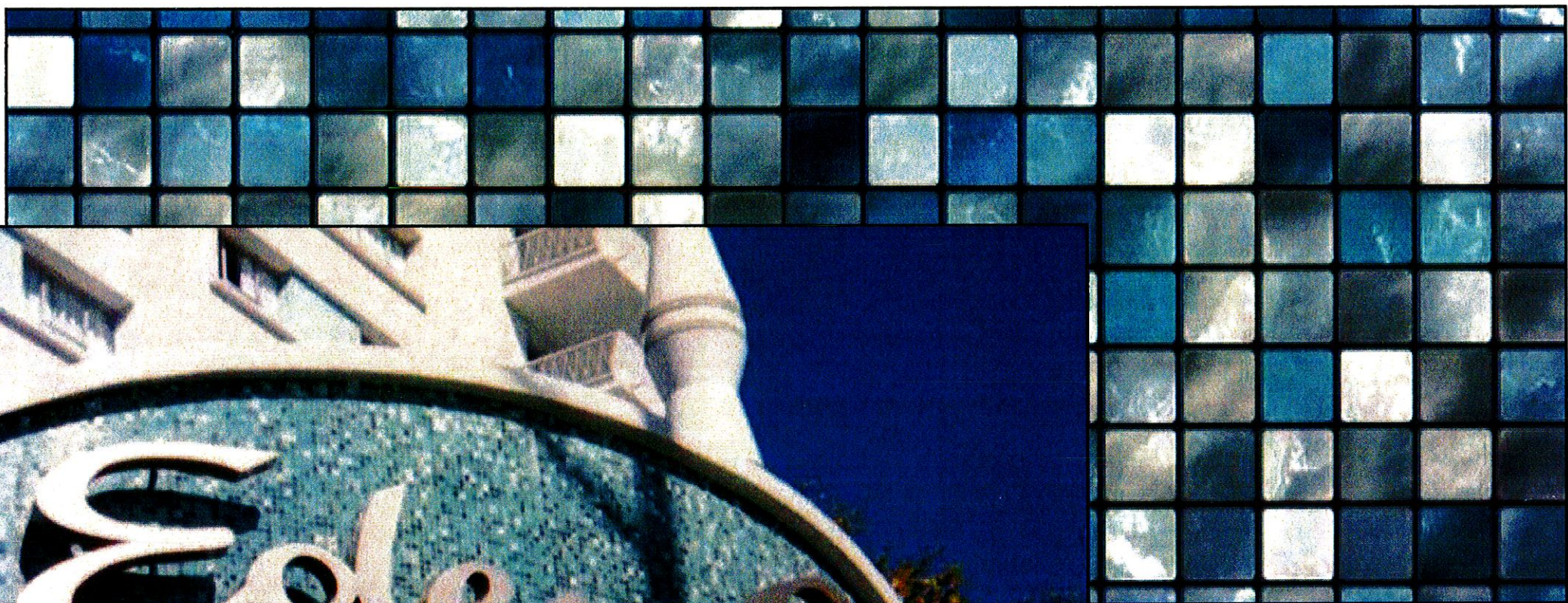
CONCEPT 1- SIGN IS THE TOWER

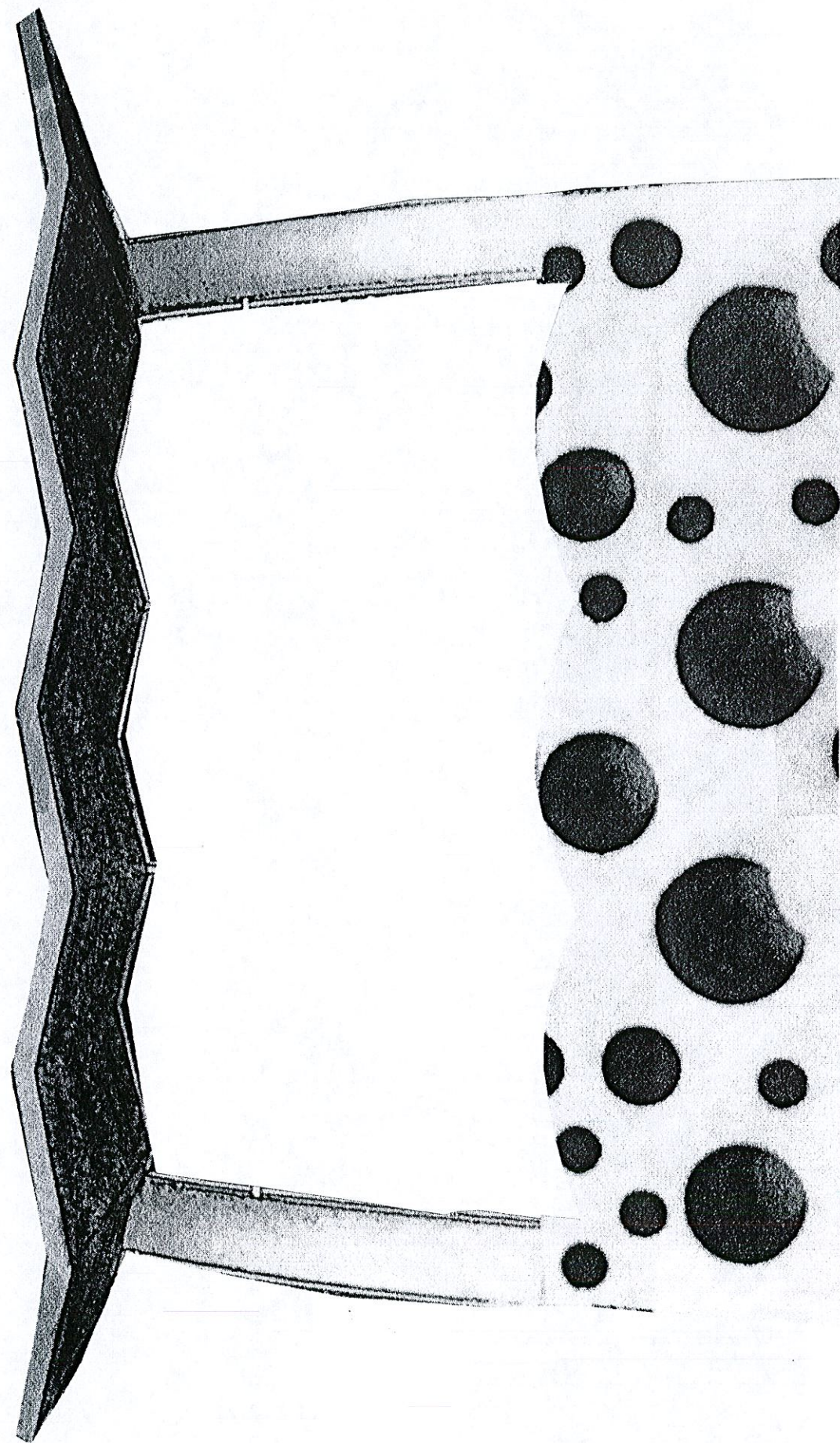
CONCEPT 2- NEW SIGN PLUS THE OBSERVATION DECK

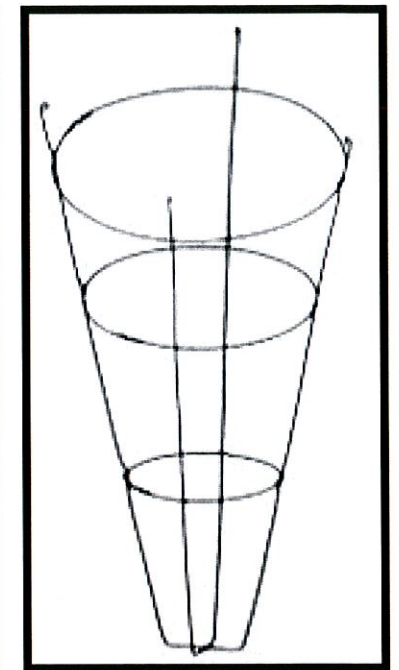
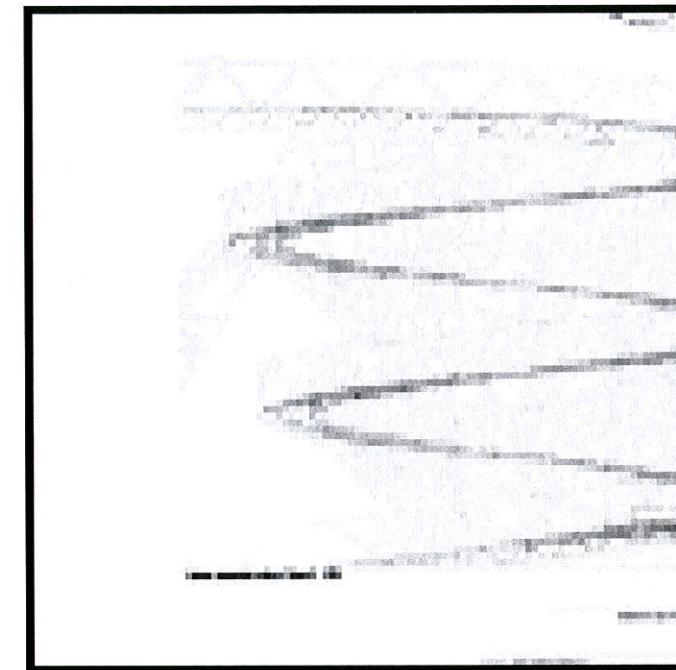
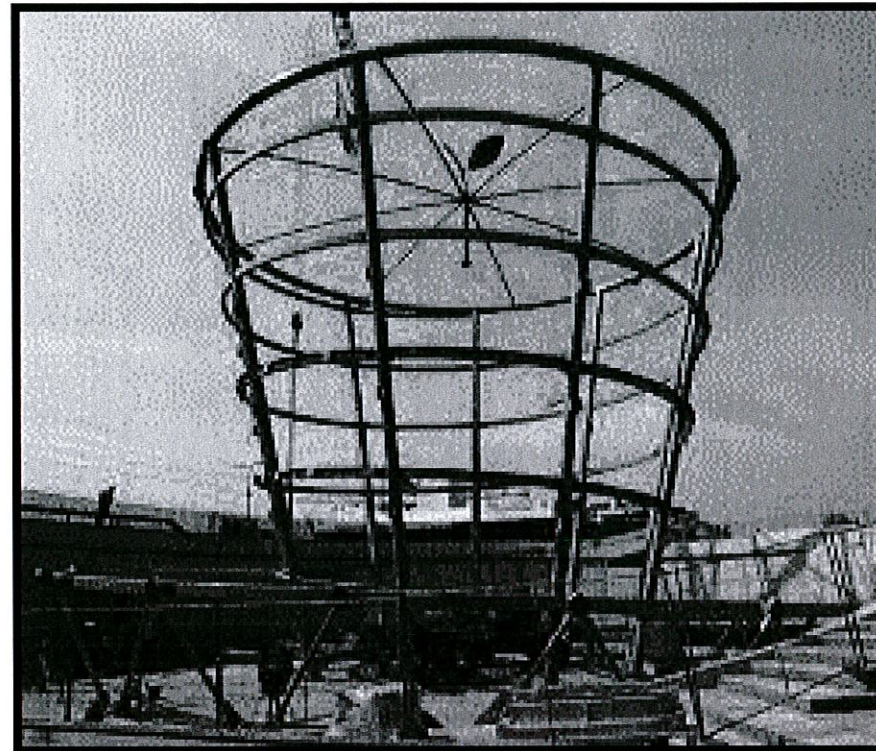
REFLECTION POOL

CHEVRON STATION

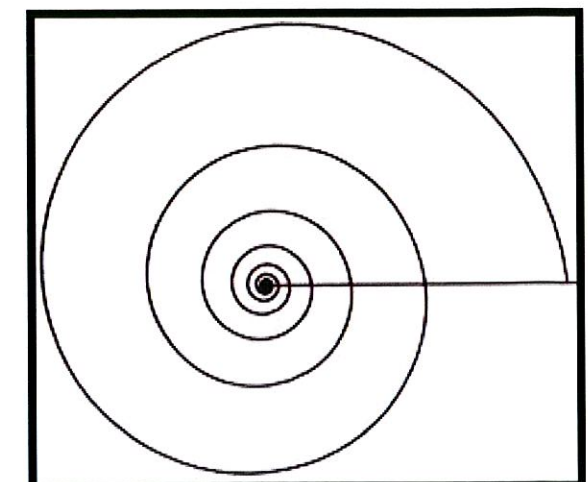
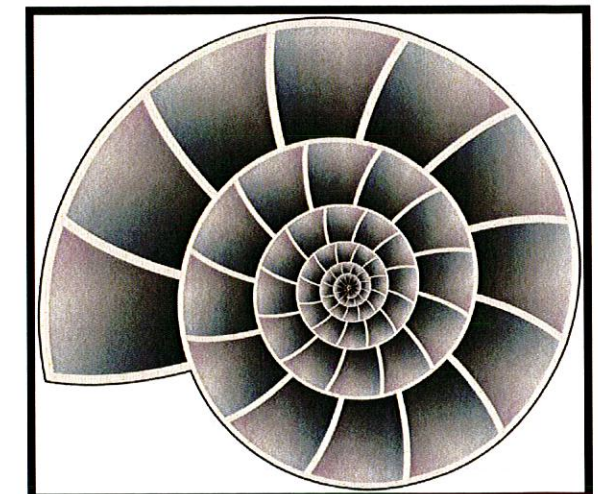
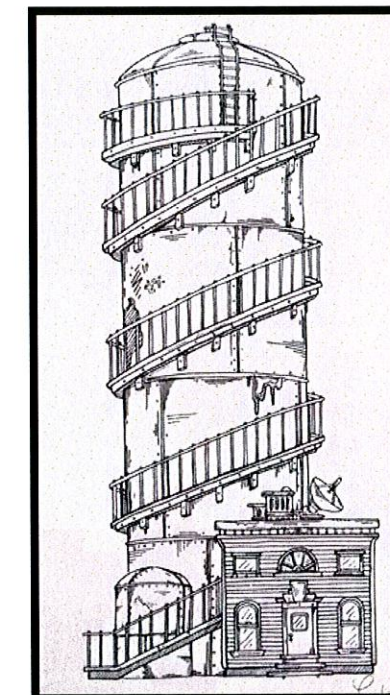
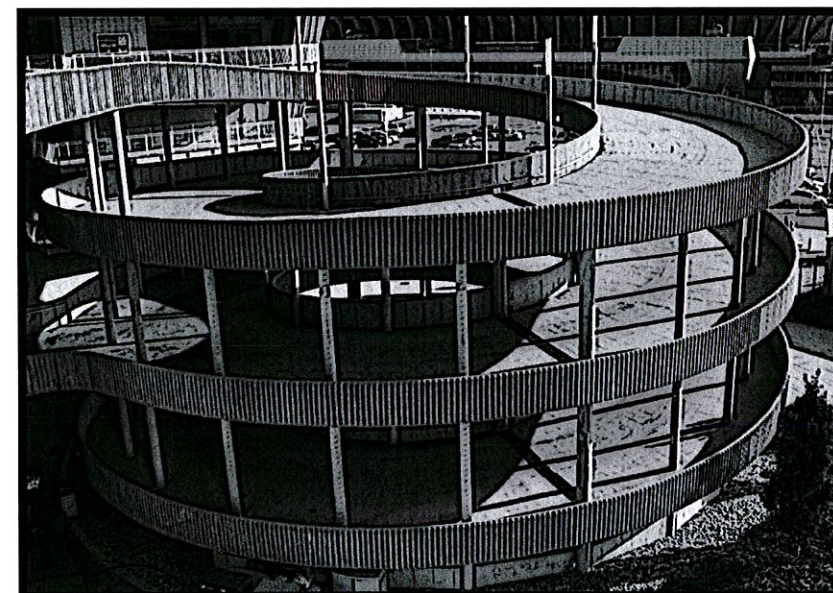
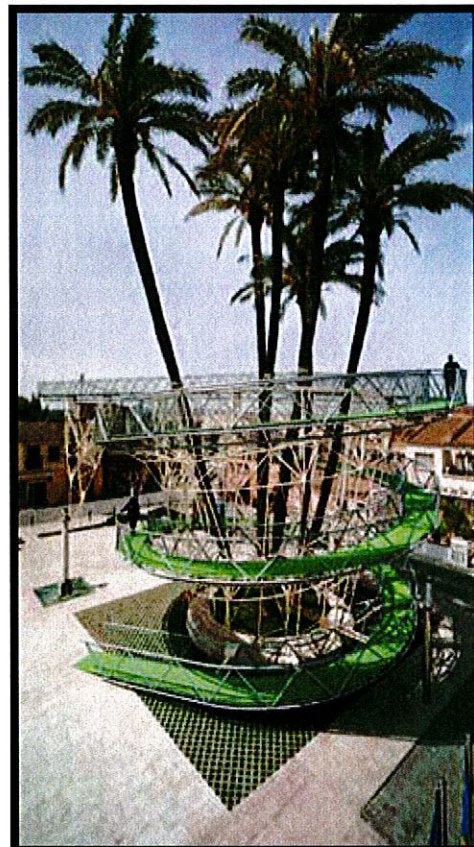
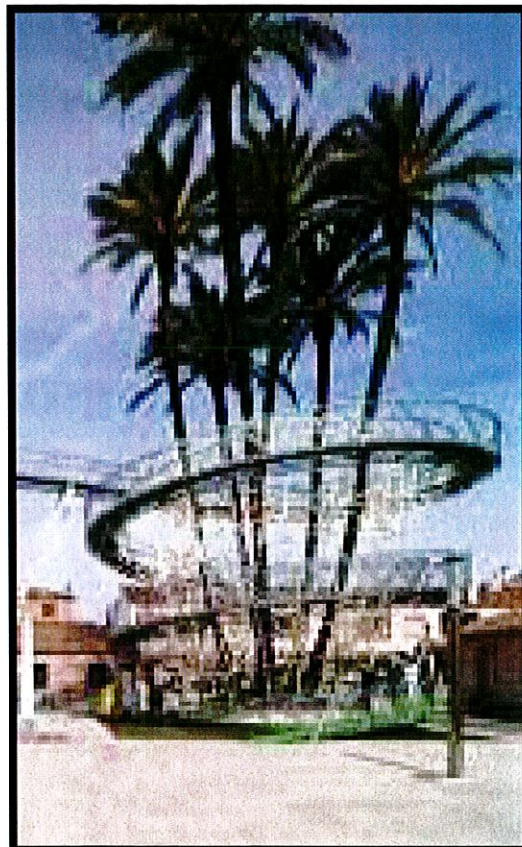


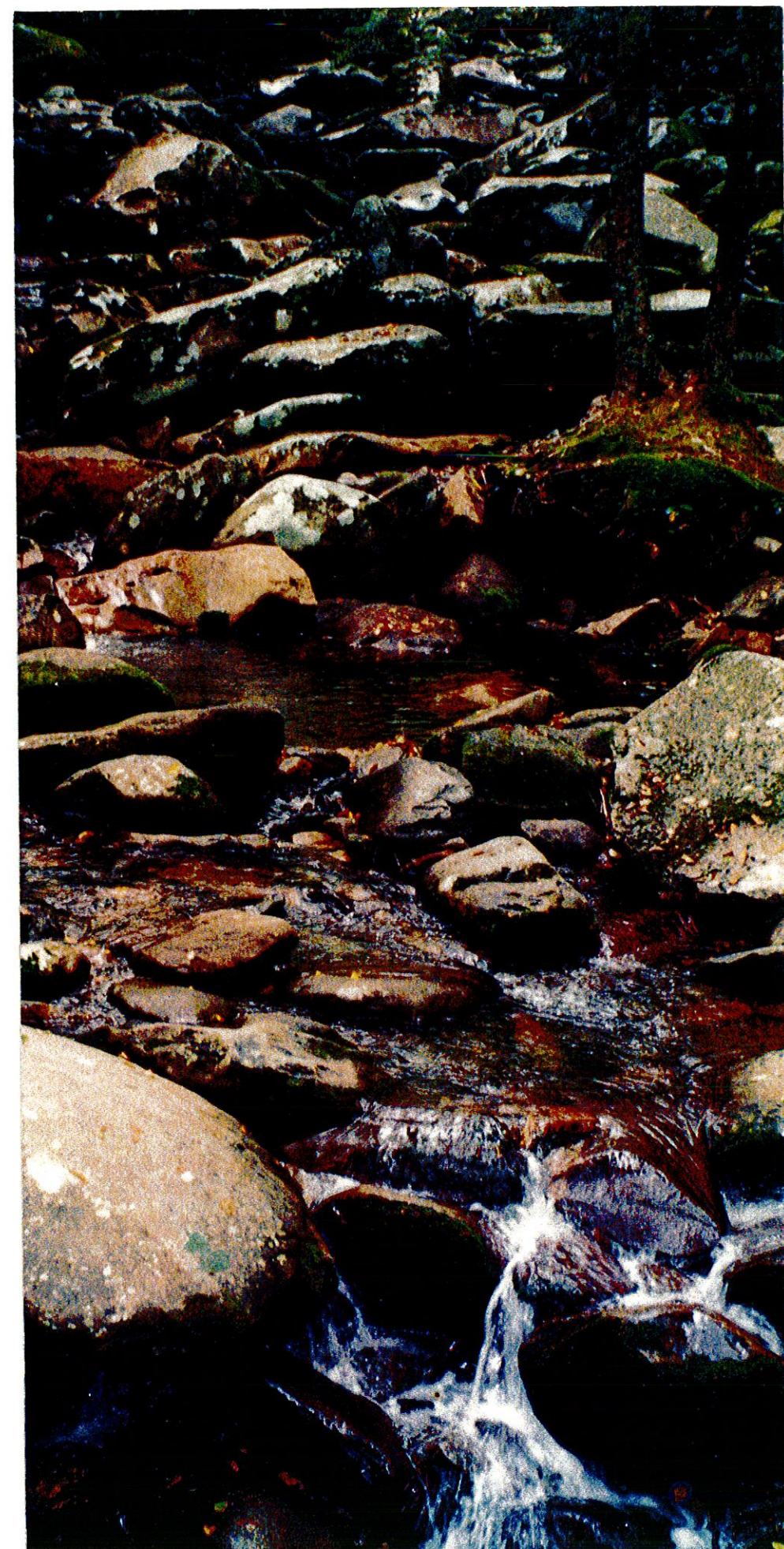






OBSERVATION DECK
SPIRAL ADA COMPATIBLE RAMP







AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 14.

ITEM: Discussion requested by Council Member Reid regarding the noise ordinance. Enclosed find a copy staff report and supporting documents.

DESCRIPTION:

Included is a copy of the Town's noise ordinance and general information on noise levels.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Staff Report	Staff Report - Noise - Sept 30 2015.pdf
2.	Chapter 12 - Article II - Noise	ARTICLE II.pdf
3.	How loud is too loud?	Dangerous Decibels » How Loud is Too Loud .pdf
4.	noise chart	Noise Level Chart.pdf

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

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

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: September 30th, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Noise – Maximum Decibel Allowances
MMPA Acct. No.: 01-0702-0500A

ISSUE

At the September 16th, 2015 Town Council meeting a brief discussion occurred about the maximum decibel allowances within the Town. MMPA was requested to study this and report back with observations.

BACKGROUND / ANALYSIS

In 2005 / 2006 the Town received numerous requests emergency power generators as a result of hurricane events. In 2006 the Town adopted the first maximum decibel allowances which were designed to allow for emergency power generators while protecting neighboring properties. At that time MMPA conducted extensive research and consulted with industry representatives. The nuisance noise section of the Code has been amended several times since then (not by MMPA / WSH). The currently maximum decibel allowances are 65 dB during the hours of 9:00 a.m. and 10:00 p.m. and 60 dB during the hours of 10:00 p.m. and 9:00 a.m. in residential areas.

MMPA recently researched other local municipal codes and found that the Town's maximum decibel allowances are very similar to the surrounding municipalities current limitations for those municipalities with specific maximum decibel allowances listed.

Municipality	Decibel Limit in Residential Areas	Decibel Limit in Commercial Areas
Bal Harbour	57 (7:00 a.m. – 10:00 p.m.) 54 (10:00p.m. – 7:00 a.m.)	64 (7:00 a.m. – 10:00 p.m.) 61 (10:00p.m. – 7:00 a.m.)
Bay Harbor	65 (9:00 a.m. – 10:00 p.m.) 60 (10:00 p.m. – 9:00 a.m.)	65 (9:00 a.m. – 10:00 p.m.) 60 (10:00 p.m. – 9:00 a.m.)

**Town of Bay Harbor Islands
Town Council Staff Report
Analysis of Single-Family Driveways
September 30th, 2015
Page 2**

Hallandale Beach	60	60
Sunny Isles Beach	60	60
Surfside	60	60
Aventura, Hollywood, North Miami, and North Miami Beach do not have specific maximum decibel allowances listed.		

SUMMARY

At the September 16th, 2015 Town Council meeting a brief discussion occurred about the maximum noise allowances within the Town. MMPA was requested to study this and report back with observations. MMPA found that the Town's maximum decibel allowances are very similar to surrounding municipalities. The comments were primarily a result of a recent installation of A/C units on exterior platforms / balconies at a new multi-family development. In the specific case discussed (Bay Harbor Club) the A/C units are screened from view and the Town took noise readings. It was found that the noise levels met the Town Code requirements. Commonly A/C compressor units are placed on rooftops. However, the Town has many different placements of A/C units, from older "window shakers" to centralized large units to smaller individual units.

MMPA recommends the Town Council review and discuss the above analysis and instruct staff on how they would like to proceed.

ARTICLE II. - NOISE

Sec. 12-20. - Purpose.

The purpose and intent of this article is to control and restrict noises that may cause hardship or offense to residents or disrupt their right to the quiet enjoyment of their property.

Sec. 12-21. - Definitions.

Appliance means any air conditioner, pool pump, clothes washer, clothes dryer, or generator in service within the town prior to the effective date of this section.

Commercial landscaping means the cutting or trimming of grass, trees, shrubs or other foliage by a business entity or individual other than the owner or resident of the property for a fee.

Construction activity means any activity associated with the construction, renovation, repair alteration or demolition of any building, structure or any part thereof.

Noise means any audible sound emanating from any source.

Noise disturbance means any sound in quantities which are or may be potentially harmful or injurious to human health or welfare, or which unnecessarily interferes with the enjoyment of life or property, including outdoor recreation, of a reasonable person with normal sensitivities. Noises measured at an A-weighted equivalent sound level (Leq) in excess of 65 decibels between the hours of 9:00 a.m. and 10:00 p.m. (daytime decibel levels) or in excess of 60 decibels between the hours of 10:00 p.m. and 9:00 a.m. (nighttime decibel levels), taken with a calibrated sound level meter at the location of the dwelling unit or premises of the complaining party shall be considered prima facie evidence of a violation of this article. If there is no complaining party, the measurement shall be taken at approximately 100 feet from the property from which the noise is emanating.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and A-weighted sound level network with fast and slow integrating time constants used to measure sound pressure levels. The sound level meter shall be capable of measuring the A-weighted equivalent sound level (Leq) and maximum sound level. The period of time over which sound levels are measured shall reflect the nature of the sound.

Sec. 12-22. - Prohibited acts generally.

The following acts and the causing or permitting thereof, are presumed to be in violation of this article.

- (1) Operating or playing any radio, television, phonograph, drum, musical instrument or other machine or device for the production, reproduction or amplification of sound which creates a noise disturbance.
- (2) Owning, possessing or harboring any animal or bird which frequently or for a continued duration howls, barks or makes other noises which create a noise disturbance.
- (3) Operating or causing the operation of any tools or equipment used in construction activity and landscaping outside the hours specified in section 12-26 without first receiving a permit from the town manager pursuant to section 12-25
- (4) Using or firing explosives, fire crackers, firearms, sirens or similar devices, except in an emergency, or using or firing firecrackers, skyrockets or the like if prior permission is not obtained from the town manager.

Sec. 12-23. - Exceptions.

The terms and prohibitions of this article shall not be applied to or enforced against:

- (1) Any motor vehicle, motor boat or other vehicle of the town, the county, the state or licensed public utility vehicle within the town while engaged in necessary public business.
- (2) The use of electric generators during a state of emergency as declared by the state, county or town.
- (3) Noise generated for the purpose of alerting someone to an emergency or in the performance of emergency work.

Sec. 12-24. - Appliance replacement.

Appliances emitting noises that constitute a noise disturbance must be made to comply with the provisions of the chapter or must be removed from service in accordance with the following schedule:

- (1) Appliances emitting noises with a decibel level exceeding the permissible level (65 decibels) by ten or more decibels must be removed from service within one year from the date on which this ordinance [chapter] is adopted.

Sec. 12-25. - Permits.

- (1) *Authorized.* Upon written application to the town manager or his designee submitted a minimum of seven days prior to the event or project at which noise levels are expected to reach the level of a noise disturbance, a permit may be granted exempting an individual from the prohibitions or hour restrictions contained in this article, subject to such conditions as the town manager may impose. The decision of the town manager shall be final and not subject to appeal, except by writ of certiorari in accordance with law.
- (2) *Application.* The application for a permit under this section shall contain the following information:
 - (a) The name, date of birth, address and telephone number of the person who will be in charge of the activity or event for which a permit is requested (the "supervisor");
 - (b) The name of the person, company or organization seeking the permit;
 - (c) The exact dates and times for which the permit is sought;
 - (d) The exact location of the activity or event for which a permit is requested;
 - (e) A description of the activity or event for which a permit is requested.
- (3) *Administrative procedures.* The town manager is hereby authorized to promulgate reasonable rules and procedures for application for, issuance and revocation of such permits. These rules and procedures shall serve to implement the intent and purpose of this article so that necessary and beneficial activities may occur while providing for protection of the public.
- (4) *Supervisor to be present at event.* The supervisor of the activity or event for which the permit is sought must remain at the location of the activity or event during the entire time stated in the permit.

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:

- 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.

Sec. 12-27. - Penalties.

The following fines and penalties shall be imposed on violators of this article:

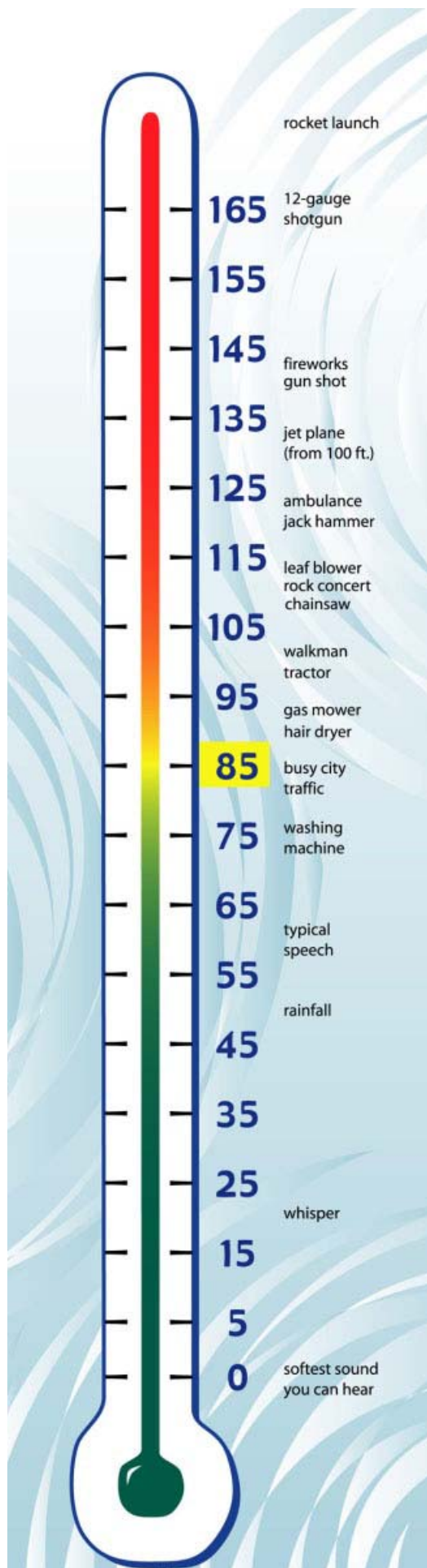
- (a) For the first violation, the violator shall receive a notice of violation imposing a fine of \$250.00.
- (b) For any subsequent violation, the violator shall receive a notice of violation imposing a fine of \$500.00.

Sec. 12-28. - Granting exceptions.

Whenever and wherever it shall appear to the satisfaction of the town manager that work on buildings within said town is of such a nature that the same cannot be stopped immediately within the time specified herein without substantial loss and damage to the contractor or the owner of said property, then, and only then, the town manager is hereby authorized in his discretion to except said work from the provisions of hereinabove only until the time necessary to complete such emergency work, or to relieve such undue hardship.



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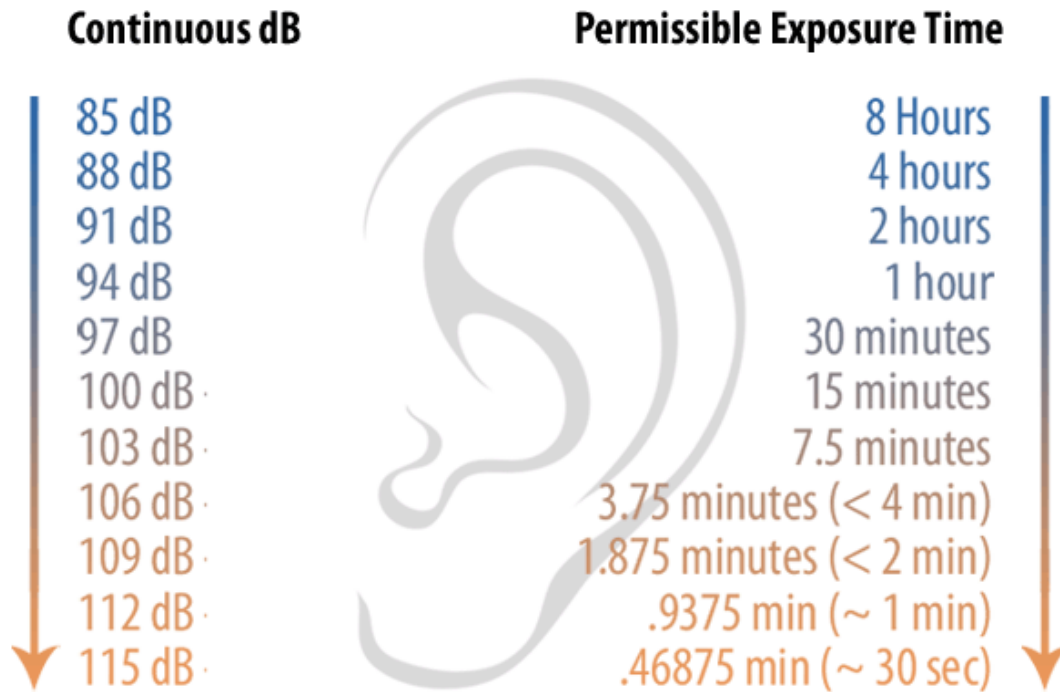


Decibel Exposure Time Guidelines

How loud is too loud?

Exposure Time Guidelines

Accepted standards for recommended permissible exposure time for continuous time weighted average noise, according to [NIOSH and CDC, 2002](#). For every 3 dBAs over 85dBA, the permissible exposure time before possible damage can occur is cut in half.



The Noise Navigator®: a database of over 1700 noise sources.

Developed by Elliott Berger, MS, Senior Scientist with 3M Occupational Health and Environmental Safety Division.

- Noise Navigator Spreadsheet - http://www.e-a-r.com/pdf/hearingcons/Noise_Nav.xls – see the tabs at the bottom of the page to find sound levels for settings occupational, non-occupational, military, aircraft, etc.
- E.A.R. Hearing Conservation FAQs - http://www.e-a-r.com/hearingconservation/faq_main.cfm (Visit this link for a list of interesting articles and graphics.)

(See item 2 on this list of interesting articles and graphics.)

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Noise Level Chart

Like 211

A noise level chart showing examples of sounds with dB levels ranging from 0 to 180 decibels.

dBa	Example	Home & Yard Appliances	Workshop & Construction
0	healthy hearing threshold		
10	a pin dropping		
20	rustling leaves		
30	whisper		
40	babbling brook	computer	
50	light traffic	refrigerator	
60	conversational speech	air conditioner	
70	shower	dishwasher	
75	toilet flushing	vacuum cleaner	
80	alarm clock	garbage disposal	
85	passing diesel truck	snow blower	
90	squeeze toy	lawn mower	arc welder
95	inside subway car	food processor	belt sander
100	motorcycle (riding)		handheld drill
105	sporting event		table saw
110	rock band		jackhammer
115	emergency vehicle siren		riveter
120	thunderclap		oxygen torch
125	balloon popping		
130	peak stadium crowd noise		
135	air raid siren		
140	jet engine at takeoff		
145	firecracker		
150	fighter jet launch		
155	cap gun		
160	shotgun		
165	.357 magnum revolver		
170	safety airbag		
175	howitzer cannon		
180	rocket launch		
...			
194	sound waves become shock waves		

Most noise levels are given in [dBA](#), which are decibels adjusted to reflect the ear's response to different frequencies of sound. Sudden, brief impulse sounds, like many of those shown at 120 dB or greater, are often given in dB (no adjustment).

Noise Chart

Specifics about the measurement of a particular sound source can be found in the [Noise Navigator® Sound Level Database, E-A-R 88-34/HP](#), by Elliott H Berger, Rick Neitzel, and Cynthia A Kladden, E•A•RCAL Laboratory, 3M Occupational Health & Environmental Safety Division, an extensive compilation of data on noise level measurements, including many of the values appearing on this chart.

Learn more:

[What is a decibel?](#)

[What are the safe noise exposure limits?](#)

Get a poster or quality print of this noise chart!

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AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 15.

ITEM: Discussion requested by Council Member Fuller regarding amending the code to allow portable basketball hoops in the Town's Right-of-Way.

DESCRIPTION:

Below is a copy of the current code for discussion.

23-12(26)Basketball.

*i) Outdoor basketball poles, including moveable relocatable poles, **shall not be installed or placed within public road rights-of-way.***

ii) No exterior lighting shall be allowed specifically for basketball use, except as approved by the town manager.

iii) No driveway may be enlarged to serve as a basketball game court.

iv) No striping (paint/decal) for any basketball game court shall be placed on any public roadway. No striping (paint/decal) for a basketball game court shall be placed on any private roadway, driveway or sidewalk without the prior approval of the town. Any such striping or markings shall be limited to inconspicuous colors.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Joshua Fuller, Council Member

ATTACHMENTS

AGENDA ITEM REPORT

November 9, 2015

ITEM NUMBER: 16.

ITEM: Discussion requested by Town Attorney Sherman on information requested by Council Member Reid regarding the possible amendments to the Town Code related to vacation rentals. Attached is information provided by Town Attorney Sherman and Town Planner Michael Miller.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	News article	scanner@shermanslaw.com 20151022 102859.pdf
2.	Hollywood Draft Ordinance	Hollywood Vacation Rental Draft Ord Oct 2015.pdf
3.	Ft. Lauderdale	Fort Lauderdale Vacation Rental Ord Summary.pdf
4.	LHP Rental Application	LHP Transient Rental Application Form.pdf
5.	LHP Rental Fees	LHP Transient Rental Fees Res Oct 13 2015.pdf
6.	LHP Website info	LHP Website Info Transient Rentals.pdf

New rules for rentals

Hollywood cracks down on vacation 'party homes' after residents' complaints

By SUSANNAH BRYAN
Staff writer

HOLLYWOOD — Critics here say some vacation rentals have turned into party homes, disturbing family neighborhoods with late-night noise, unwanted trash and parking nightmares.

Under new regulations approved Wednesday, short-term vacation rentals must follow a slew of new rules that include obtaining a yearly \$200 license to operate in Hollywood and requiring a local contact to respond to emergencies within one hour.

City commissioners say they are trying to balance property rights with the right of homeowners to enjoy a little peace and quiet.

"There are people who would like to see vacation rentals go away," Mayor Peter Bob-er said. "But state law prevents us from doing that. I'm willing to do something stronger in the near future if it's warranted."

Like Fort Lauderdale, Hollywood has

been getting flurries of complaints about vacation rentals over the past few years, but until recently city officials could do nothing but listen.

In 2011, the state barred local governments from regulating vacation rentals. Last year, legislators returned some regulation rights back to local officials, but did not reverse the prohibition on bans or time limits.

In August, Fort Lauderdale approved strict regulations that take effect Nov. 1 and include a \$750 application fee.

In Hollywood, the regulations take effect Feb. 1.

Hallandale Beach and Tamarac officials have discussed similar regulations. Lighthouse Point approved new rules for vacation rentals last week.

On Wednesday, several Hollywood residents urged city leaders to finally take action.

Jim Lamey griped that the vacation rentals and their late-night parties have ruined his little piece of paradise.

Tal Mazor told commissioners at least one vacation rental was used to shoot porn movies and another had an inflatable sex toy on the lawn because someone was hav-

ing a bachelor party.

"Sound like a nightmare? This is our nightmare," Mazor said.

The new rules apply to single-family homes rented out more than three times a year, for periods of less than 30 days at a time. A separate license will be required for each rental.

Hollywood's regulations limit the number of occupants to four per bedroom; require the posting of the city's noise ordinance; the days and times of trash pickup; the location of the nearest hospital; and a map showing the location of off-street parking.

Violations can bring a \$250 fine for the first offense and \$500 for subsequent offenses.

Vacation rentals with three offenses in the same year risk having their license suspended for one year.

"We don't want everyone coming to these party homes and making our neighborhoods unsafe," Commissioner Patty Asseff told the Sun Sentinel. "I have no problem with people parking on the street, but when it becomes a nuisance it's a problem."

sbryan@sunsentinel.com or 954-356-4554

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, CREATING CHAPTER 131 OF THE CODE OF ORDINANCES ENTITLED "VACATION RENTAL LICENSE PROGRAM" TO INCLUDE BUT NOT BE LIMITED TO PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR A VACATION RENTAL LICENSE; PROVIDING FOR A VACATION RENTAL REPRESENTATIVE; PROVIDING FOR SAFETY AND OPERATIONAL REQUIREMENTS; PROVIDING FOR PARKING STANDARDS; PROVIDING FOR SOLID WASTE HANDLING AND CONTAINMENT; PROVIDING FOR THE POSTING OF VACATION RENTAL INFORMATION; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2011 Florida's legislature enacted House Bill 883 (Florida Chapter 2011-119, Laws of Florida)(hereafter "HB 883") which preempted the local regulation of specific land use commonly called short-term vacation rentals (transient rentals less than thirty (30) days in duration and commonly located in residential areas); and

WHEREAS, the 2014 Florida Legislature enacted Senate Bill 356 (Florida Chapter 2014-71, Laws of Florida)(hereafter "SB 356") which rescinded the previous preemption on local regulation of short-term vacation rentals, but provided that a local law, ordinance, or regulation adopted after June 1, 2011 may not prohibit short-term vacation rentals or regulate the duration or frequency of rental of vacation rentals; and

WHEREAS, SB 356 returned some local control back to communities to mitigate the effects of short-term vacation rentals in an attempt to make them safer, more compatible with existing neighborhoods, and accountable for their proper operation; and

WHEREAS, short-term vacation rental occupants, due to the transient nature of their occupancy, are unfamiliar with local evacuation plans, the location of fire extinguishers, residence's exit routes, pool and home safety features, and other similar safety measures that would readily be provided to guests in traditional lodging establishments; and

(Coding: Words in ~~struck-through~~ type are deletions from existing law; words underscored are additions).

WHEREAS, the presence of short-term vacation rentals within single-family dwelling units in established residential neighborhoods can also create negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, many local jurisdictions in the State of Florida and across the nation have standards in place to minimize the negative impacts caused by short-term vacation rentals; and

WHEREAS, the majority of complaints the City has received to date have been from single- and two-family neighborhoods regarding short-term vacation rentals; and

WHEREAS, the City desires to encourage short-term vacation rentals that are safe, fit in with the character of the neighborhood, provide positive impacts on the community, increase property values, and achieve greater neighborhood compatibility; and

WHEREAS, the City seeks to balance respect for private property rights and incompatibility concerns between the investors/short-term vacation rentals and families/permanent single-family residences in established residential neighborhoods through the use of reasonable development and regulation standards; and

WHEREAS, these standards are deemed necessary by the City of Hollywood City Commission to preserve property values and to protect the health, safety, and general welfare of permanent residents, lot/parcel owners, investors, and transient occupants and visitors alike; and

WHEREAS, the application of these minimum standards to short-term vacation rental properties ensures that transient occupants are provided the same minimum protections as is required by the current statutes and codes for single- and two-family residences;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That Chapter 131 of the Code of Ordinances entitled "Vacation Rental License Program" is hereby created as follows:

TITLE XI: BUSINESS REGULATIONS

* * *

CHAPTER 131. VACATION RENTAL LICENSE PROGRAM

GENERAL PROVISIONS

§131.01 PURPOSE.

The purpose of this chapter is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:

- (A) for a vacation rental license;
- (B) for safety and operational requirements;
- (C) for parking standards;
- (D) for solid waste handling and containment;
- (E) for licensure requiring posting of vacation rental information;
- (F) for administration, penalties and enforcement.

§131.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY. The City of Hollywood, Florida, as geographically described in the City Charter.

HABITABLE ROOM. A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

OCCUPANT. Any person who occupies, either during the day or overnights, a Vacation Rental.

TRANSIENT PUBLIC LODGING ESTABLISHMENT. Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

VACATION RENTAL. Any ~~unit or group of units in a condominium or cooperative or any~~ individually or collectively owned single family, ~~two family, three family, or four family~~ house or dwelling unit that is also a transient public lodging establishment and is located in an area zoned ~~single family residential~~ RS or RM, ~~but that is not a timeshare.~~

VACATION RENTAL REPRESENTATIVE. A Vacation Rental property owner, or his/her authorized designee, as identified in the application for a City Vacation Rental license.

VACATION RENTAL LICENSE

§ 131.010 LICENSE REQUIRED.

After ~~April~~ February 1, 2016, an active Vacation Rental license shall be required to operate a Vacation Rental within the City. After ~~April~~ February 1, 2016, only Vacation Rentals holding an active Vacation Rental license issued by the City of Hollywood may operate within the City. ~~Prior to the issuance of a Vacation Rental license, the City shall ensure that the building in which the Vacation Rental is, or will be, located is in full compliance with the appropriate portions of the Florida Building Code and the Florida Fire Prevention Codes, as determined by the building official.~~ A separate Vacation Rental license shall be required for each Vacation Rental.

§ 131.011 APPLICATION FOR VACATION RENTAL LICENSE.

(A) A property owner seeking initial issuance of a Vacation Rental license, or the renewal, or modification of a Vacation Rental license, shall submit to the City a completed Vacation Rental license application in a form promulgated by the City, together with an application fee in an amount set by resolution of the City Commission.

(B) A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental license shall demonstrate compliance with the standards and requirements set forth in this chapter through the following submittals:

(1) A completed Vacation Rental license application form, which must identify; the property owner, address of the Vacation Rental, Vacation Rental Representative, and as well as the phone number of the Vacation Rental Representative.

(2) Payment of applicable fees.

(3) A copy of the Vacation Rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.

(4) A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.

(5) Evidence of the Vacation Rental's current and active account with the Broward County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Broward County Tax Collector.

(6) A copy of the current Local Business Tax Receipt.

(7) Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this chapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, fire extinguishers and exit signage/lighting.

(8) A sketch showing the number and the location of all on-site parking spaces for the Vacation Rental.

(C) Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.

(D) Vacation Rental license applications shall be sworn to under penalty of perjury, and Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

§ 131.012 MODIFICATION OF VACATION RENTAL LICENSE.

An application for modification of a Vacation Rental license shall be required in the event that any of the following changes to the Vacation Rental are proposed:

(A) An increase in the gross square footage.

(B) An increase in the number of bedrooms.

(C) An increase in the maximum occupancy.

(D) An increase in the number of parking spaces, or a change in the location of parking spaces.

(E) An increase in the number of bathrooms.

(F) Any other material modifications that would increase the intensity of use.

§ 131.013 DURATION OF VACATION RENTAL LICENSE.

The Vacation Rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this Chapter.

§ 131.014 RENEWAL OF VACATION RENTAL LICENSE.

A property owner must apply annually for a renewal of the Vacation Rental license no later than 60 days prior to the expiration date of the previous Vacation Rental license.

~~§ 131.015 COMPLIANCE INSPECTIONS OF VACATION RENTALS.~~

~~(A) Inspection of a Vacation Rental to verify compliance with this chapter, the Florida Building Code, and the Florida Fire Prevention Codes, shall be required prior to issuance of an initial Vacation Rental license. If instances of noncompliance with the standards and requirements set forth in this chapter are found, all such instances of noncompliance shall be corrected and the Vacation Rental shall be re-inspected prior to the issuance of an initial Vacation Rental license.~~

~~(B) Once a Vacation Rental license is issued for a Vacation Rental, such Vacation Rental shall be properly maintained in accordance with the standards and requirements set forth in this chapter. All violations of this chapter or the Code of Ordinances identified in such inspection shall be corrected and re-inspected within 30 calendar days after the issuance of a notice of violation, with the exception of life safety violations, which must be corrected within the earlier of 3 working days or the start of the next rental period. Failure to correct such violations within the timeframes provided shall result in the suspension of the Vacation Rental license until such time that the violations are corrected, re-inspected, and found in compliance.~~

~~(C) The City may inspect a Vacation Rental at any time upon reasonable notice to the Vacation Rental Representative. Inspections shall be made by appointment with the Vacation Rental Representative. If a City inspector has made an appointment with a Vacation Rental Representative for an inspection, and the City inspector is unable to complete the inspection as a result of any action or inaction of the Vacation Rental Representative or Occupant, the property owner shall be charged a "re-inspection" fee in an amount set by resolution of the City Commission to cover the inspection expense incurred. The re-inspection fee shall be paid prior to scheduling the re-inspection.~~

~~(D) If, after two attempts, a City inspector is unable to complete an inspection of a Vacation Rental as a result of an action or inaction of the Vacation Rental Representative, or an Occupant of the Vacation Rental, the City inspector shall provide notice of failure of inspection to the Vacation Rental Representative at the address shown on the Vacation Rental license or application for Vacation Rental license. With respect to an application for a Vacation Rental license, such notice of failure of inspection shall constitute a basis for the denial of the Vacation Rental license. With respect to an active Vacation Rental license, such notice of failure of inspection shall result in the suspension of the Vacation Rental license until such time that the Vacation Rental is inspected and found in compliance.~~

§ 131.04615 LICENSES NON-TRANSFERABLE, NON-ASSIGNABLE.

Vacation Rental licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental license as to that Vacation Rental shall be null and void upon the sale or transfer.

VACATION RENTAL REPRESENTATIVE

§ 131.020 DUTIES OF VACATION RENTAL REPRESENTATIVE.

Every Vacation Rental Representative shall:

(A) Be available by landline or mobile telephone answered by the Vacation Rental Representative at the listed phone number 24-hours a day, 7 days a week to handle any problems arising from the Vacation Rental; and

(B) Be willing and able to be physically present at the Vacation Rental within 60 minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the City for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and

(C) Conduct an on-site inspection of the Vacation Rental at the end of each rental period to assure continued compliance with the requirements of this chapter.

STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 131.030 GENERAL

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of Vacation Rentals in the City.

§ 131.031 MINIMUM SAFETY AND OPERATIONAL REQUIREMENTS LOCAL PHONE SERVICE REQUIRED.

~~Vacation Rentals in the City shall meet the following minimum safety and operational requirements, and the applicable standards under the Florida Statutes, Florida Building Code and the Florida Fire Prevention Code, as determined by the building official. Whenever there is an inconsistency among the requirements of this section, the Florida Statutes, the Florida Building Code, or the Florida Fire Prevention Code, the most restrictive requirement shall apply.~~

~~(A) Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub offered or made available as an amenity at a Vacation Rental shall meet the applicable~~

~~requirements of the Florida Building Code for swimming pools, spas and hot tubs. The property owner shall cause the swimming pool drain system, any underwater lighting system, and the electrical pump system of such swimming pools, spas, and hot tubs to be inspected annually by an appropriately licensed technician. The Vacation Rental Representative shall maintain a contemporaneous log of such inspections, which shall be made available to the City for inspection upon request during normal business hours.~~

~~(B) Without limitation all, bedrooms, smoke and carbon monoxide (CO) detection and notification systems, fire extinguishers, fire sprinklers, fire alarms, emergency egress maintenance and lighting, and occupant loads shall comply with applicable requirements of the Florida Building Code, and the Florida Fire Prevention Code.~~

~~(C) Local phone service. At least one landline telephone with the ability to call 911 shall be available in the main level common area in the Vacation Rental.~~

§ 131.032 PARKING STANDARDS.

Occupants and visitors to the Vacation Rental shall comply with all relevant parking codes as found in Chapter 72 of the Code of Ordinances.

§ 131.033 SOLID WASTE HANDLING AND CONTAINMENT.

Requirements for garbage storage and collection shall be as follows:

(A) Trash storage containers shall be provided and shall be screened with a 6 foot fence or landscaping, with an opening for container removal.

(B) The Vacation Rental shall contract with the waste management provider for side door pick-up service.

(C) Properties with alley garbage collection are exempt from (A) and (B).

(D) Notice of the location of the trash storage containers and rules for collection shall be posted inside the Vacation Rental.

§ 131.034 MAXIMUM OCCUPANCY.

Requirements for space shall be as follows:

(A) Each Vacation Rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.

(B) Every room in a Vacation Rental occupied for sleeping purposes shall:

(1) Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.

(2) Have a minimum width of 8 feet.

(C) Gross area shall be calculated on the basis of total habitable room area, and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.

(D) Every habitable room in a Vacation Rental shall have a ceiling height of not less than 7 feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of 5 feet or less shall not be included in calculating the total floor area of such room.

§ 131.035 POSTING OF VACATION RENTAL INFORMATION.

(A) In each Vacation Rental, located on the back or next to the main entrance door there shall be posted as a single page the following information:

(1) The name, address and phone number of the Vacation Rental Representative;

(2) The maximum occupancy of the Vacation Rental;

(3) A statement advising the Occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the City; as per the City Noise Ordinance, Chapter 100.

(4) A sketch of the location of the off-street parking spaces;

(5) The days and times of trash pickup;

(6) The notice of sea turtle nesting season and sea turtle lighting regulations, if applicable;

(7) The location of the nearest hospital; and

(8) The local non-emergency police phone number.

(B) A copy of the building evacuation map – Minimum 8-1/2" by 11" shall be provided to the renter upon the start of each vacation rental.

ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 131.055 ADMINISTRATION OF VACATION RENTAL LICENSE PROGRAM.

The ultimate responsibility for the administration of this chapter is vested in the City Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental licenses for proposed and existing Vacation Rentals as set forth in this chapter. Additionally, the City Manager, or his/her authorized designee, is responsible for inspecting any proposed or existing Vacation Rental in order to ascertain compliance with this chapter, and all applicable building codes, fire codes, statutes, ordinances and regulations.

§ 131.056 APPEALS.

Any decision of the City Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a Vacation Rental license under this chapter shall be rendered in writing, and reviewed by the City Commission if a notice by the applicant is filed with the City Clerk within 10 days after the action to be reviewed. The City Clerk shall place the matter on the agenda of an upcoming meeting of the City Commission, at which the matter will be reviewed. The decision of the City Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

§ 131.057 NOTICE.

Any notice required under this chapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the Vacation Rental Representative set forth on documents filed with the City under this chapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the Vacation Rental Representative.

§ 135.058 PENALTIES AND ENFORCEMENT.

(A) Any violation of this chapter may be punished by citation, as specifically described in Chapter 36 of the Code of Ordinances, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental license as provided hereinafter, for the third offense.

(B) *Other enforcement methods and penalties.* Notwithstanding anything otherwise provided herein, violations of this chapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the City as provided in section 10.99 of the Code of Ordinances. Nothing contained herein shall prevent the City from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.

(C) Suspension of license.

(1) In addition to any fines and any other remedies described herein or provided for by law, the City Manager shall suspend a Vacation Rental license upon a third violation of this chapter in any continuous 12 month period. Such suspension of a Vacation Rental license shall be for a period of 1 year, and shall begin following notice, commencing either at the end of the current Vacation Rental lease period, or after 30 calendar days, whichever is less.

(2) For violations of ~~section 131.031, or violations of~~ the Florida Building Code, or Florida Fire Prevention Code, a Vacation Rental license shall be subject to temporary suspension starting immediately 3 working days after citation for such violation if it is not corrected, re-inspected, and found in compliance. ~~Such suspension shall remain in place until corrected, re-inspected, and found in compliance.~~

(D) Revocation of license.

(1) The City Manager may refuse to issue or renew a license or may revoke a Vacation Rental license issued under this chapter if the property owner has willfully withheld or falsified any information required for a Vacation Rental license.

(2) The City Manager shall revoke a Vacation Rental license issued under this chapter upon the fifth adjudication of either a noise violation where such noise emanated from the Vacation Rental or receipt of a parking violation where such parking violation occurred on the Vacation Rental property within any continuous 12 month period, or any combination thereof.

(3) The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the Vacation Rental license.

(E) For all purposes under this chapter, service of notice on the Vacation Rental Representative shall be deemed service of notice on the property owner and Occupant.

(F) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental license.

VESTING

§ 136.01 RENTAL AGREEMENT VESTING.

It is recognized that there are likely existing rental/lease agreements for short-term Vacation Rentals as the time of passage of this ordinance which may not be in

compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.

* * *

Section 2: That it is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall be made a part of the Code of Ordinances of the City of Hollywood, Florida, and the sections of this Code may be renumbered to accomplish such intention.

Section 3: That if any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

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

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

Advertised _____, 2015.

PASSED on first reading this _____ day of _____, 2015.

PASSED AND ADOPTED on second reading this _____ day of _____, 2015.

PETER BOBER, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.

JEFFREY P. SHEFFEL, CITY ATTORNEY

On August 18, 2015, the City Commission of the City of Fort Lauderdale created and adopted Ordinance C-15-29 (Article X) – Vacation Rentals, of Chapter 15 – Business Tax Receipts and Miscellaneous Business Regulations, of the Code of Ordinances of the City of Fort Lauderdale, providing for regulation of vacation rentals as defined in Section 509.242, Florida Statutes (2015). Ordinance C-15-29 is effective November 1, 2015. The ordinance defines vacation rental as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is rented to Transient Occupants more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to Transient Occupants, but that is not a timeshare project. On September 1, 2015, pursuant to Ordinance C-15-29, the City Commission adopted a fee schedule by Resolution 15-183.

The Vacation Rental Program requires property owners to register their property and provide proof of registration with the Florida Department of Revenue for sales tax collection, proof of registration with Broward County for Tourist Development Tax, proof of licensure with the Florida Department of Business and Professional Regulation for a transient public lodging establishment for the entity and/or property, and proof of payment for the City of Fort Lauderdale Business Tax Receipt or Business Tax ID number. The ordinance also requires the property be and remain in compliance with all local and state laws regarding property maintenance and life safety codes, and the City will conduct inspections of each property that applies for a Certificate of Compliance. The ordinance establishes a method for the City to contact the property owner or a responsible party (designated by the property owner) in instances where there is a concern regarding the property or guests at the property. A line of communication and standards to hold all parties responsible for compliance with local and state laws is outlined in the ordinance.

The website for the Vacation Rental Program launched on October 12, 2015. The website has information regarding how to register a vacation rental, the ordinance/resolution for the Vacation Rental Program, contact information for agencies and departments related to the program, and information regarding the fee schedule. The website also provides citizens with information on how to file a complaint if they suspect that a vacation rental is being operated in violation of Ordinance C-15-29. Website: <http://www.fortlauderdale.gov/departments/sustainable-development/code-compliance/vacation-rental-registration-program>

Vacation Rental Fee Schedule	
Vacation Rental New Registration Fee	\$750.00
Renewal Registration Fee	\$500.00
Safety Inspection, Re-Inspection and No-Show Inspection	\$75.00
Late Registration Payment Fee	\$75.00
Transfer Rental Agent Fee	\$35.00
Business Tax Receipt Fee	\$157.50



City of Lighthouse Point

Transient Rental Certificate Application

Initial (I) _____ Renewal (R) _____ Modification (M) _____
\$750 \$500 \$150

Transient Rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or Dwelling unit that is rented to Transient Occupants for periods of six (6) months or less, or which is advertised or held out to the public as a place rented to Transient Occupants, including, but not limited to, Vacation Rentals.

The owner is required to obtain an annual Transient Rental Certificate of Compliance for each dwelling unit prior to renting any dwelling unit as a Transient Rental. A Transient Rental Certificate of Compliance is nontransferable. A transfer of ownership of a Transient Rental shall require the new owner to obtain a new Transient Rental Certificate for the Transient Rental.

Certificates of Compliance are valid for no more than one (1) year, and all Certificates expire September 30 of each year regardless of when issued.

Date of Submittal ____/____/____
Month Day Year

Applicant/Property Owner:

Property Owner Name (Name/Entity)

Mailing Address (Street, City, State, and Zip Code)

Daytime Phone ____/____/____ Cell Phone ____/____/____ Email Address _____

Transient Rental Responsible Party

Name of Responsible Party (available 24 hours a day, 7 days a week):

Local Address (Street, City, State, and Zip Code)

Contact Phone Number * ____/____/____ Alternate Phone ____/____/____ Email Address _____

- Main Contact Phone Number must be answered twenty four (24) hours a day, seven (7) days a week.

Acceptance of Responsible Party (signature): _____

Legal Description of Property:

_____/_____/_____/_____
 Block Lot Subdivision Parcel ID

 Street Address (Street, City, State, and Zip Code)

**Acknowledgment of Owner to terms of Compliance
 (Please initial each item)**

_____ All vehicles associated with the Transient Rental must be parked on hard surface off-street parking provided on the property, and no more than one (1) vehicle per bedroom in the Transient Rental shall be permitted;

_____ The Transient Occupant of any Transient Rental shall comply with the noise limitations of Section 42-448(4)(a) of Ordinance 2015-0926.

_____ The owner of the property shall comply with all applicable City, County, State and Federal laws, rules, regulations, ordinances and statutes.

_____ Neither the property that is the subject of this application, nor any other property owned by the titled owner of the property that is the subject of this Application, are in violation of any section of the Code of Ordinances of the City of Lighthouse Point.

_____ There are no unsatisfied City liens recorded against the property that is the subject of this application, or any other property owned by the titled owner of the property that is the subject of this application, as a result of any violation of any section of the Code of Ordinances of the City of Lighthouse Point.

_____ No solid waste or recycling container for the property that is the subject of this application shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and the solid waste and recycling containers shall be removed before 9:00 p.m. of the day of pickup.

_____ Whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance on a Residential Property, or, having been authorized, licensed, or invited, is warned by the owner or Transient Occupant, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance.

_____ Other properties are not jointly shared commodities and should not be considered available for use by Transient Occupants of the Transient Rental subject of the application.

_____ Prior to permitting occupancy by a Transient Occupant, the owner shall confirm that such occupancy is not prohibited by the City's sexual offender and predator residency prohibitions set forth in Sections 54-9 through 54-12 of the City's Code of Ordinances.

All the following must be submitted to have a complete application submittal:

- _____ **Complete Transient Rental Application (I, R, M)**
- _____ **Correct Fee (check or money order payable to the City of Lighthouse Point) (I, R, M)**
- _____ **Proof of Ownership (i.e.: Recorded Deed or BCPA page) (I, R, M)**
- _____ **Proof of Registration with the Florida Department of Revenue for Sales Tax, or proof that no sales tax collection is required for the use (I, R, M)**
- _____ **VACATION RENTALS ONLY: Proof of Registration with the Broward County for the Tourist Development Tax (I, R, M)**
- _____ **VACATION RENTALS ONLY: Proof of Licensure with the Florida Department of Business and Professional Regulation for Transit Public Lodging Establishment (I, R, M)**
- _____ **Copy of form of Transient Rental Agreement (I)**
- _____ **Exterior Sketch (Drawn to scale: all structures, pools, fencing, off street parking spaces, trash containers) (I, M)**
- _____ **Interior Sketch (Drawn to scale: floor plan, bedrooms/sleeping rooms (numbered), exits, smoke/carbon monoxide detectors, and fire extinguishers) (I, M)**
- _____ **Fire Extinguisher Inspection Certificate (I, R, M)**
- _____ **Smoke/Carbon Monoxide Detector Inspection Certificate (I, R, M)**

Are you requesting a Reasonable Accommodation be granted based on Federally Recognized Disabilities?

Yes _____ No _____

If yes, please briefly explain and proceed pursuant to Section 42-455 of Ordinance 2015-0926:

CERTIFICATION

I have reviewed Ordinance No. 2015-0926 and certify that all provisions and regulations set forth therein shall be met.

I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete, and accurate.

I grant the City of Lighthouse Point the right to inspect the premises of the Transient Rental prior to the issuance of the initial Certificate of Compliance and for the required annual inspections.

Printed Name _____ Signature _____ Date _____

STATE OF _____
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me this _____ day of _____, 20____,
by _____, who is known to me or has presented identification,
and who did take an oath.

Signature of Notary Public

[SEAL]

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2015 – 2042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, ESTABLISHING FEES FOR TRANSIENT RENTAL CERTIFICATE OF COMPLIANCE ADMINISTRATION; PROVIDING FOR INCLUSION OF FEES IN APPENDIX A – FEE SCHEDULE OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2015-0926, created a new Division 8, entitled "Transient Rentals, in Article IV "Zoning" of the City's Code of Ordinances, including new Section 42-444, which authorized the establishment of fees associated with Certificates of Compliance to be established and provided by Resolution; and,

WHEREAS, the City Commission provides for the fees associated with Certificates of Compliance for Transient Rentals herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The following fees shall be charged by the City for administrative expenses associated with Certificates of Compliance for Transient Rentals:

Initial Application: \$750.00

Renewal Application: \$500.00

Modification of Application: \$150.00

Inspection "No Show" Fee: \$70.00

Reinspection Fee: \$70.00

Late Renewal Fees: 10% for the month of October, plus an additional 5% for each subsequent month until paid. However, the total delinquency penalty may not exceed 25% of the delinquent establishment.

Section 3. It is the intention of the City Commission of the City of Lighthouse Point that the provisions of this Resolution shall become and be made a part of the Code of Ordinances of the City of Lighthouse Point, Florida, specifically Appendix A – Fee Schedule of the City's Code of Ordinances, that the Sections of this resolution may be renumbered, re-lettered in order to accomplish such intention.

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2015 – 2042

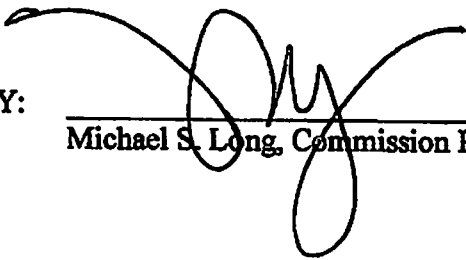
Section 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective upon its passage and adoption.

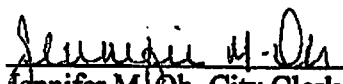
Passed this 13th day of October, 2015.

BY:


Michael S. Long, Commission President

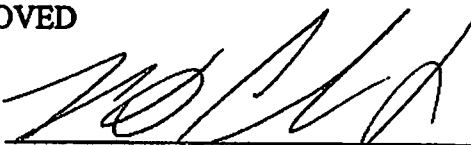
ATTESTED

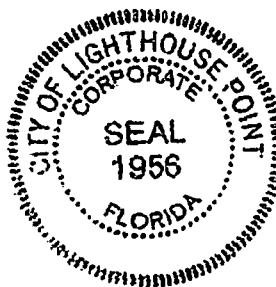
BY:


Jennifer M. Oh, City Clerk

APPROVED

BY:


Office of the City Attorney



Commission President Michael S. Long
Commission Vice President Kyle Van Buskirk
Commissioner Jason D. Joffe
Commissioner Sandy Johnson
Commissioner Earl Maucker

Yes	No	Absent
<u>x</u>	_____	_____
<u>x</u>	_____	_____
<u>x</u>	_____	_____
<u>x</u>	_____	_____
<u>x</u>	_____	_____



Welcome to the City of
Lighthouse Point

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EVENTS

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TRANSIENT RENTALS

Transient Rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or Dwelling unit that is rented to Transient Occupants for periods of six (6) months or less, or which is advertised or held out to the public as a place rented to Transient Occupants, including, but not limited to, Vacation Rentals.

The owner is required to obtain an annual Transient Rental Certificate of Compliance for each dwelling unit prior to renting any dwelling unit as a Transient Rental. A Transient Rental Certificate of Compliance is nontransferable. A transfer of ownership of a Transient Rental shall require the new owner to obtain a new Transient Rental Certificate for the Transient Rental.

Occupancy:

- a. One (1) person per one hundred fifty (150) gross square feet of permitted, air-conditioned living space.
- b. Two (2) persons per bedroom, as the term bedroom is defined in the Florida Building Code
- c. In the RS-3 and RS-5 zoning districts, the maximum occupancy shall be limited to eight (8) Transient Occupants per Transient Rental. In all other zoning districts and developments predominantly developed with greater than two-family dwelling units, the maximum occupancy shall be limited to sixteen (16) Transient Occupants per Transient Rental.

[Color Zoning Map](#)

[Ordinance 0926 - Transient Rentals](#)

[Transient Rental Application](#)

Applications can be submitted to:
City of Lighthouse Point City Clerk's Office
2200 NE 38th Street
Lighthouse Point, FL 333064
Please call 954-943-6500 with any questions.

[2042 - Transient Rental Application Fees](#)

SEARCH

SUB

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Police

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Flood Information
Household Hazardous Waste & Electronics Disposal
If You See Something, Say Something
LHP Auto Decals