

TOWN OF BAY HARBOR ISLANDS

January 13, 2021

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.

SPECIAL NOTICE – HYBRID / VIRTUAL MEETING

Pursuant to Ordinance No. 1054, the January 13, 2021 Regular Town Council Meeting will be held as a Hybrid Meeting where a quorum of the Town Council will be physically present at the Town's 95th Street Park located 1185 95th, Bay Harbor Islands, FL 33154. The general public and other members of staff will be able to view and participate in the meeting (Virtually) by utilizing the Zoom video conferencing platform.

Zoom Link: <https://zoom.us/j/93610946391>

Meeting ID: 936 1094 6391

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 877 853 5247 or 888 788 0099

Meeting ID: 936 1094 6391

Participant ID: Press the # key

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the zoom platform.

Members of the Public can also submit their request to speak and/or comments via e-mail to the Office of the Town Clerk at achang@bayharborislands-fl.gov

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

TOWN ATTORNEY'S REPORT :

1. Report and possible action requested by Vice Mayor Fuller on the December 14th, 2020 filing in the 11th Circuit Court of Appeals for petition for review of Agency order. The order challenges the FAA's findings of no significant impact and records of decision concerning their order diverting flight patterns effecting the Town.

Vice Mayor Fuller request the Town Council consideration and possible action to authorize the Town Manager to hire a lobbyist to represent the Town on this issue.

2. Report requested by Council Member Leonard regarding the December 18, 2020 filing to join an amicus brief filed in the 11th Circuit Court of Appeals requesting a rehearing in the banc in Otto v. City of Boca Raton, which decision held that ordinances that ban conversion therapy are unenforceable.
3. Report on the updated demand letter submitted by Mr. Barry Smith for request of funds that were previously held in escrow by Mr. Craig Sherman.

TOWN CLERK'S REPORT:

4. Report on the Business District Coronavirus (COVID-19) Assessment.

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

PUBLIC COMMENT:

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

COMMITTEE REPORTS:

5. **Consideration and approval** of a request for appointment for the Parks & Recreation and the Sustainability & Resiliency Committees. Enclosed is a copy of the resumes of residents that seek appointment.

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

6. **Approval** of the following Meeting Minutes:
 - a. February 18, 2020 - Regular Council Meeting
 - b. March 9, 2020 - Regular Council Meeting
 - c. March 19, 2020 - Regular Council Meeting
 - d. April 6, 2020 - Special Council Meeting
 - e. April 22, 2020 - Special Council Meeting
 - f. May 14, 2020 - Regular Council Meeting
 - g. June 8, 2020 - Regular Council Meeting
 - h. June 18, 2020 - Special Council Meeting
 - i. June 22, 2020 - Special Council Meeting
 - j. July 7, 2020 -Special Council Meeting
7. **Consideration** and **Approval** of the Regular Council Meeting dates for the 2021 calendar year. Enclosed is a copy of the proposed dates.
8. **Consideration** and **Approval** to carry-forward unexpended appropriations from the 2019-2020 budget year into the 2020-2021 fiscal year. Enclosed is a Memorandum provided by the Finance Director.
9. **Consideration** and **Approval** of an agreement between the Town and David Caserta Government Relations, Inc for consulting services related to government relations efforts at the State level. Enclosed is a copy of the proposed agreement.
10. **Consideration** and **Approval** of an Employment Agreement with the Chief of Police, Raul M. Diaz. Enclosed is a copy of the proposed agreement.
11. **Consideration** and **approval** of a renewal of a Mutual Aid Agreement with the Miami Dade County and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.
12. **Consideration** and **Approval** of a contract with Off Duty Management (ODM) Inc. for the off-duty assignments software upgrade to the Bay Harbor Islands Police Department. Enclosed is a copy of the contract and other supporting documents.
13. **Consideration** and **Approval** of an Amendment to Toll System Maintenance Agreement between the Town and TransCore, LP for outstanding compensation in the amount of \$11,752.25 for labor and materials from November 2019 through October 2020. Enclosed is a copy of the proposed agreement.
14. **Approval** of a Memorandum of Understanding between the Miami Dade County School Board through the School Board Police Department and the Town of Bay Harbor Islands Police Department as it relates to the School Based Law Enforcement Officers (SBLEO). Enclosed is a copy of the agreement.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

15. **Consideration and Approval** of an ordinance on first reading providing for local implementation of the mandatory year-round landscape irrigation conservation measures rule of the South Florida Water Management District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ORDINANCE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING FOR CODIFICATION OF THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

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

16. **Consideration and Approval** of the 2020-2021 Collective Bargaining Agreement between the Town and the Dade County Police Benevolent Association, Inc. (PBA). Enclosed is a copy of the Collective Bargaining Agreement.

STAFF RECOMMENDATION: Deny

17. **Consideration and Approval** of a proposal provided by Lakes Engineering Inc. in the amount of \$60,013.00 for construction engineering and inspection services related to the repairs for the utility line support C-Channel on the Indian Creek Bridge. Enclosed is a copy of the proposal provided by Lakes Engineering.

STAFF RECOMMENDATION: Approval

POLL VOTE

18. **Consideration and Approval** of a proposal provided by Lakes Engineering in the amount of \$27,540.00 for engineering and consulting services for the emergency repairs of a damaged Florida Power & Light (FPL) conduit and powerline located on the north side of the Inter-Coastal Waterway Bridge. Enclosed is a copy of the proposal and other supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

19. **Consideration and approval** of a proposal by Lakes Engineering Inc. in the amount of \$308,100 for engineering consulting services for the rehabilitation of the Intra Costal Waterway Bridge to address the repairs as provided in the inspection report provided by Marlin Engineering.

STAFF RECOMMENDATION: Approval

POLL VOTE

20. **Consideration** and **approval** of a proposal from KCI Technologies Inc. in the amount of \$127,950 to develop a Town wide Storm Water Master Plan. Enclosed is a copy of the proposal and other supporting.

STAFF RECOMMENDATION: Approval

POLL VOTE

21. **Consideration** and **approval** of a proposal from Kimley-Horn Engineering in the amount of \$217,500.00 to provide professional services to design, permit and certify ±200 linear feet of a proposed 18" gravity sewer extension from Bay Harbor Terrace to the Town's existing lift station. This upgrade is mandatory to be in compliance with DERM standards to accept the 1177 Kane Concourse project's new sewer line. Enclosed is a copy of the proposal provided by Kimley-Horn Engineering.

STAFF RECOMMENDATION: Approval

POLL VOTE

22. **Consideration** and **Approval** of a request from One Kane Concourse, LLC for extension of time to submit the Building Permit for project to be located at 9551 East Bay Harbor Drive. Enclosed is a copy of the request letter and other supporting documents.

STAFF RECOMMENDATION: Council Discretion

DISCUSSION ITEMS:

23. **Discussion** and **possible action** regarding the installation of Automatic Vehicle Locating Service (AVLS/GPS) devices for all Town owned vehicles. Enclosed is a Memorandum provided by Lt. Johnson and other supporting documents.

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

January 13, 2021

ITEM NUMBER: 4.

ITEM: Report on the Business District Coronavirus (COVID-19) Assessment.

DESCRIPTION:

At the October 28th, Regular Council Meeting, the Town Council directed staff to conduct a Business District Coronavirus (COVID-19) Assessment.

Notification to respond to the survey was sent to all the local businesses via regular mail along with a list of federal, state and local Coronavirus resources currently available. Notice of Survey was also sent via the Town Latest News text blast, and posted on all of the Town social media platforms.

Enclosed find a copy of the survey results.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

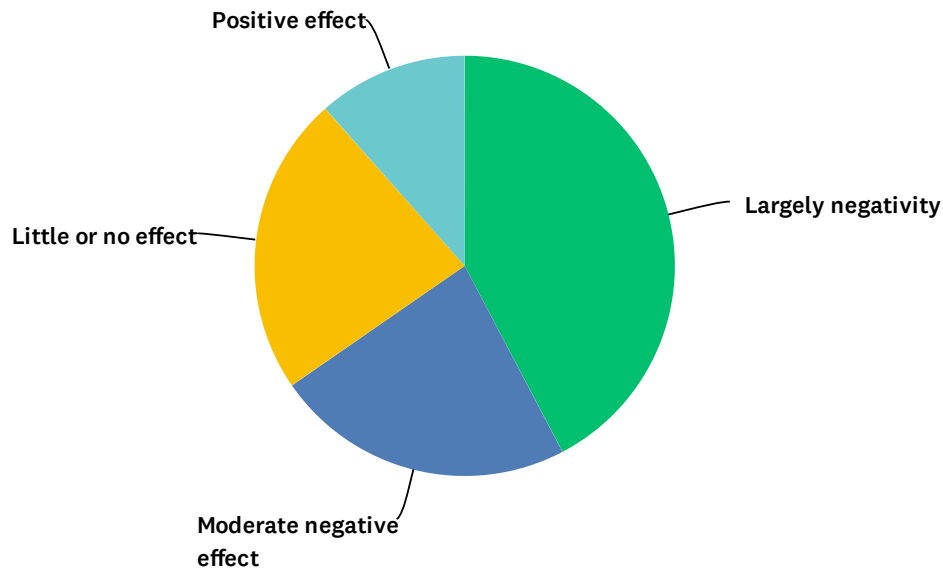
Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Business District Assessment 01.05.20_2

Q3 Has your business been impacted by the Novel Coronavirus (COVID-19) Pandemic?

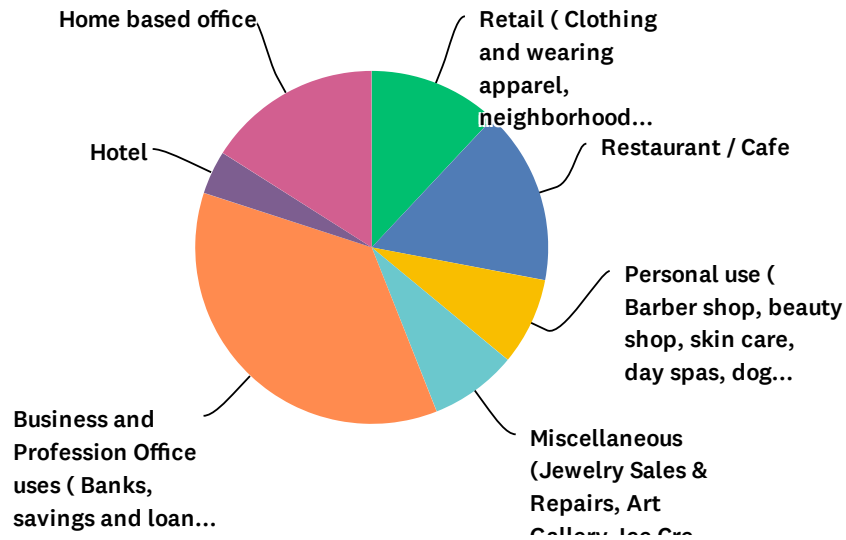
Answered: 26 Skipped: 0



ANSWER CHOICES	RESPONSES	
Largely negativity	42.31%	11
Moderate negative effect	23.08%	6
Little or no effect	23.08%	6
Positive effect	11.54%	3
TOTAL		26

Q4 What type of business do you currently operate?

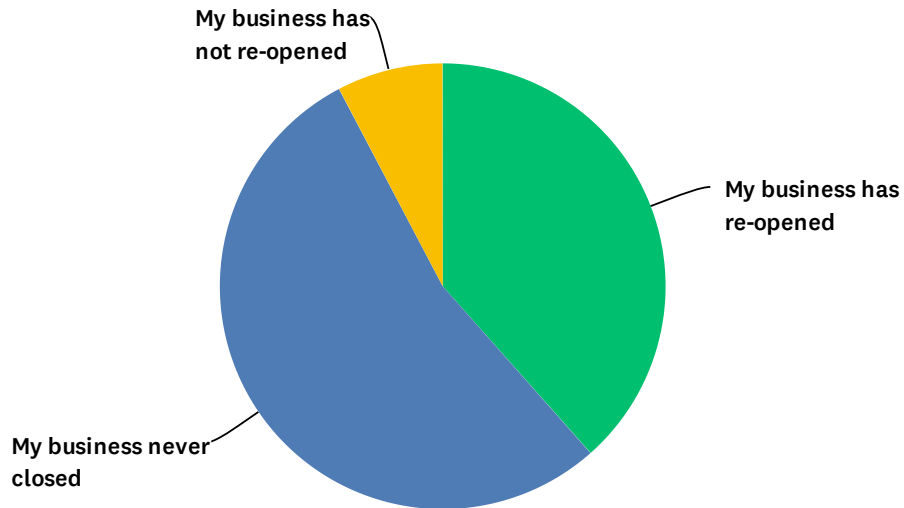
Answered: 25 Skipped: 1



ANSWER CHOICES	RESPONSES	
Retail (Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, etc.)	12.00%	3
Restaurant / Cafe	16.00%	4
Personal use (Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.)	8.00%	2
Miscellaneous (Jewelry Sales & Repairs, Art Gallery, Ice Cream shop)	8.00%	2
Business and Profession Office uses (Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, and similar uses.)	36.00%	9
Hotel	4.00%	1
Home based office	16.00%	4
TOTAL		25

Q5 Which of the following statements best describes your business re-opening status?

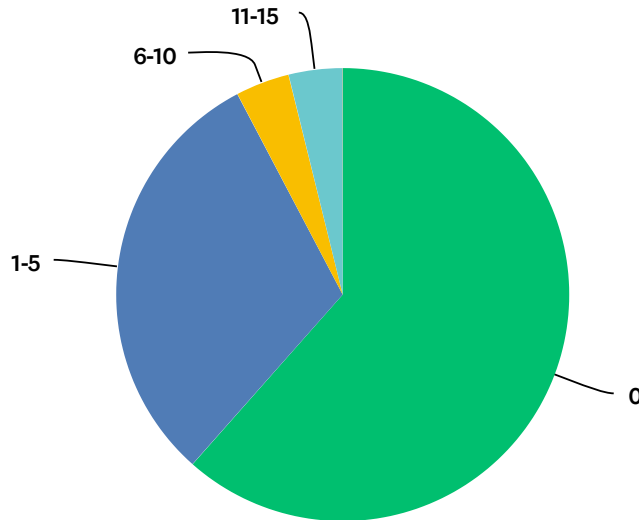
Answered: 26 Skipped: 0



ANSWER CHOICES	RESPONSES	
My business has re-opened	38.46%	10
My business never closed	53.85%	14
My business has not re-opened	7.69%	2
TOTAL		26

Q6 How many of your employees are at risk of unemployment and/or layoffs as a result of the Coronavirus?

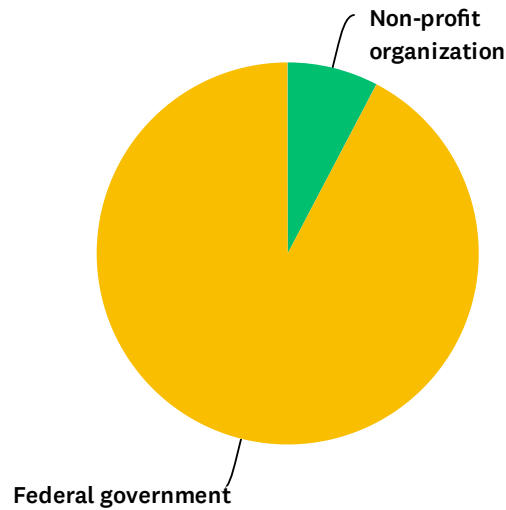
Answered: 26 Skipped: 0



ANSWER CHOICES	RESPONSES	
0	61.54%	16
1-5	30.77%	8
6-10	3.85%	1
11-15	3.85%	1
more than 20 employees	0.00%	0
TOTAL		26

Q7 Which local, State and/or non-profit organization did you receive support from prior to Coronavirus (COVID-19), during the stay at home order, and present?

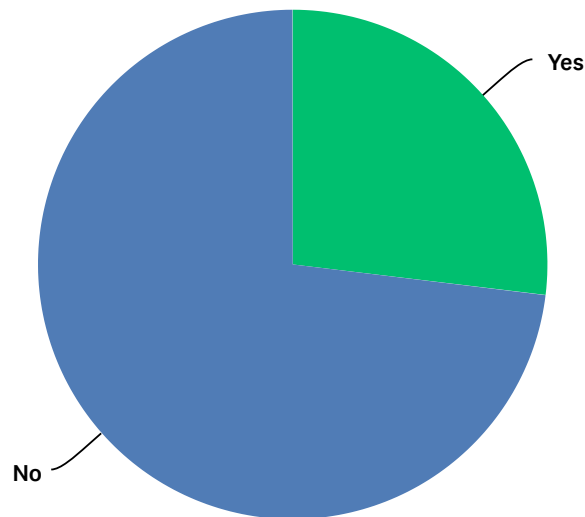
Answered: 13 Skipped: 13



ANSWER CHOICES	RESPONSES	
Non-profit organization	7.69%	1
County government	0.00%	0
Federal government	92.31%	12
Chamber of Commerce	0.00%	0
TOTAL		13

Q8 Since the Stay at Home order imposed by the federal government (March 13, 2020) has this business missed any regularly scheduled payments, such as rent, utilities and payroll?

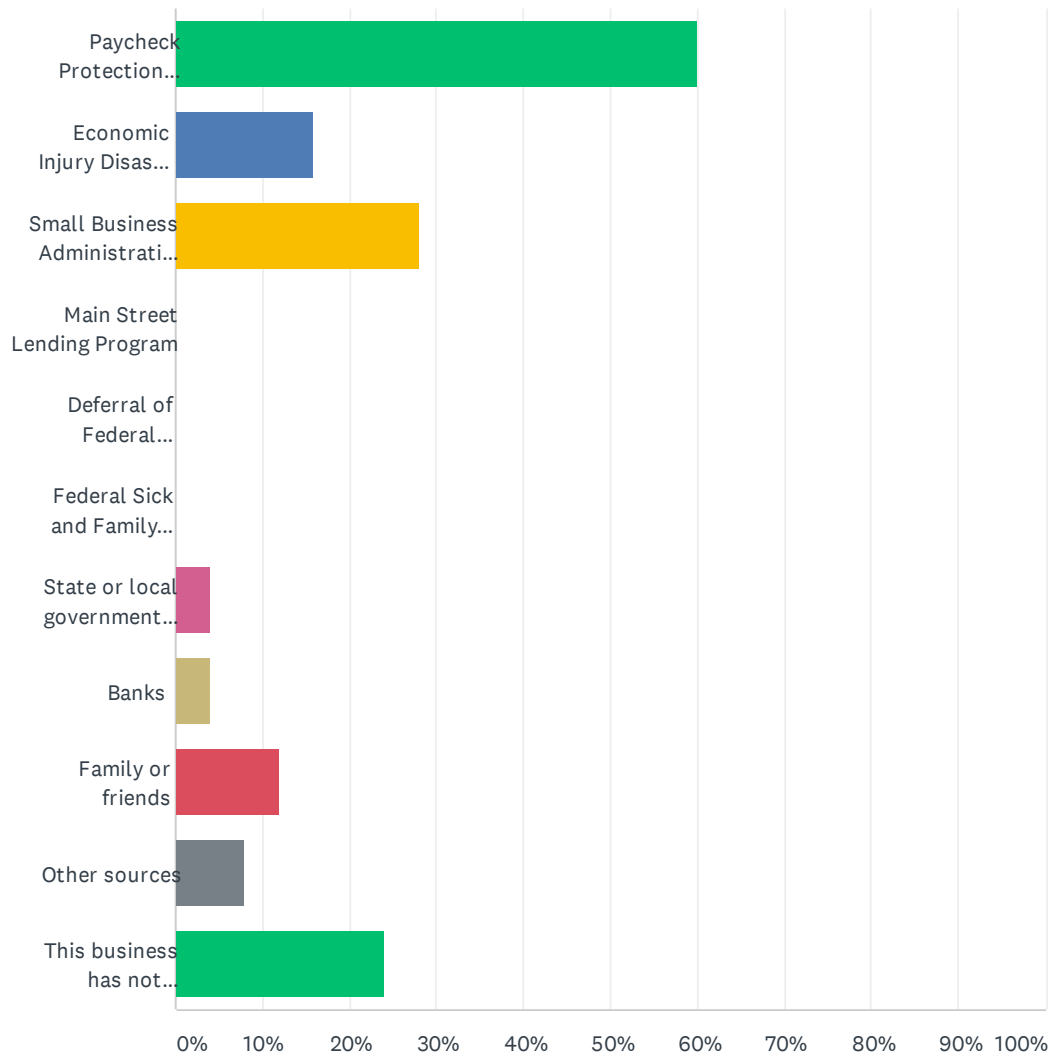
Answered: 26 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	26.92%	7
No	73.08%	19
TOTAL		26

Q9 Since March 13, 2020 Stay at Home Order, has this business requested financial assistance from any of the following sources?

Answered: 25 Skipped: 1

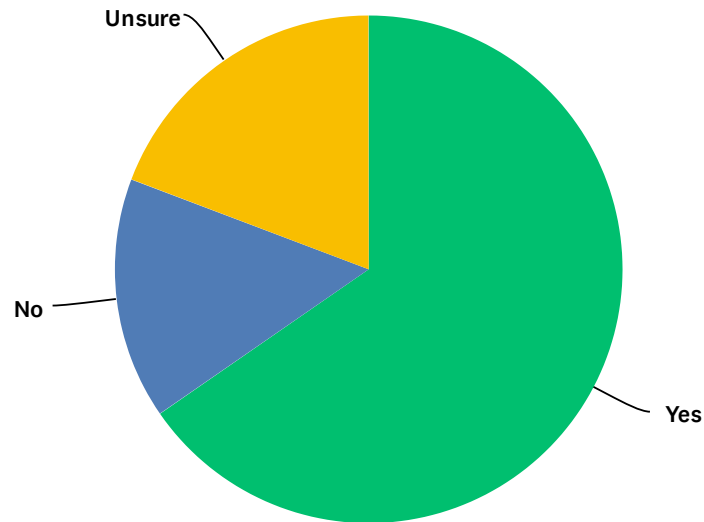


Business District Coronavirus (COVID-19) Assessment

ANSWER CHOICES	RESPONSES	
Paycheck Protection Program (PPP)	60.00%	15
Economic Injury Disaster Loans (EIDL)	16.00%	4
Small Business Administration (SBA) Loan Forgiveness	28.00%	7
Main Street Lending Program	0.00%	0
Deferral of Federal Employment Tax Deposits and Payments	0.00%	0
Federal Sick and Family Leave Tax Credits	0.00%	0
State or local government programs	4.00%	1
Banks	4.00%	1
Family or friends	12.00%	3
Other sources	8.00%	2
This business has not requested financial assistance from any source since March 13, 2020.	24.00%	6
Total Respondents: 25		

Q10 Do you see the continued potential impact of Coronavirus having negative effects on your business revenue through 2021?

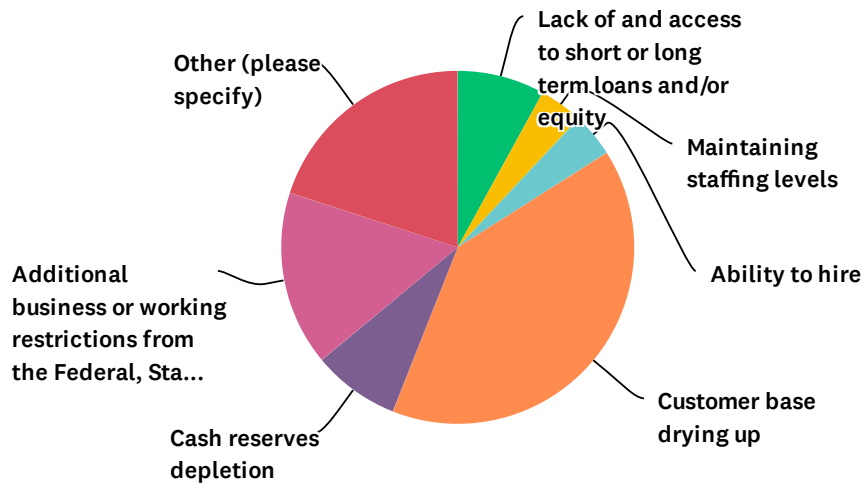
Answered: 26 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	65.38%	17
No	15.38%	4
Unsure	19.23%	5
TOTAL		26

Q11 How do you expect the Coronavirus (COVID-19) to impact your business in the future? Select all that apply.

Answered: 25 Skipped: 1



ANSWER CHOICES	RESPONSES	
Lack of and access to short or long term loans and/or equity	8.00%	2
Employee transportation	0.00%	0
Maintaining staffing levels	4.00%	1
Ability to hire	4.00%	1
Customer base drying up	40.00%	10
Cash reserves depletion	8.00%	2
Additional business or working restrictions from the Federal, State, or Local government	16.00%	4
Fundraising	0.00%	0
Other (please specify)	20.00%	5
TOTAL		25

Q12 Would you like to provide any information about your responses to these questions or this business's experiences during the Coronavirus pandemic?

Answered: 10 Skipped: 16

#	RESPONSES	DATE
1	NO	12/29/2020 3:42 PM
2	I have always paid, may have been later. But my rent and utilities have been paid. But It has proven difficult!	12/29/2020 12:31 PM
3	I own a travel agency, one of the most affected fields of our economy	12/22/2020 9:28 AM
4	Question 11 only allows to select one option.	12/21/2020 11:44 AM
5	(N)	12/21/2020 10:55 AM
6	NO	12/16/2020 2:52 PM
7	NO	12/16/2020 1:59 PM
8	NO	12/15/2020 3:24 PM
9	We provide now only remote accounting services	12/12/2020 12:23 PM
10	My customers are highly reliant on tourism to generate revenue in their respective economies, so they are severely impacted in their ability to generate business or pay what is currently owed to us.	12/8/2020 10:08 AM

Q13 How can the Town help your business minimize the impact due to the Coronavirus Pandemic? Please explain in a brief statement.

Answered: 9 Skipped: 17

#	RESPONSES	DATE
1	Lower the tax.	1/4/2021 9:37 AM
2	Helping to maintain my monthly rent and utilities until I get back on my feet.	12/29/2020 12:31 PM
3	provision of grants to alleviate the impact due to the pandemic	12/22/2020 9:28 AM
4	1. No curfew 2. Help with marketing to attract more customers 3. Access to local funds or grants or loans 4. PPE and sanitation material expenses / relief	12/21/2020 11:44 AM
5	Throughout educational programs about actual and future entrepreneurship opportunities and advantages, as well as, seminars and lectures detailing how and why town labor force should take advantage of 1099's structure rather than keep on looking for W2's which do not promote job creation and work retention among their peers and/or related services providers.	12/21/2020 10:55 AM
6	encouraging the community to support local businesses. using the town resources to help us advertising and marketing in the community.	12/16/2020 11:52 AM
7	Grants for small business	12/9/2020 4:28 PM
8	Promoting the restaurant on the island online and on the newsletter , allowed more outside seating	12/9/2020 12:27 PM
9	Wear masks and maintain safe and clean offices	12/9/2020 12:13 PM

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 5.

ITEM: Consideration and approval of a request for appointment for the Parks & Recreation and the Sustainability & Resiliency Committees. Enclosed is a copy of the resumes of residents that seek appointment.

DESCRIPTION:

For your consideration before the Town Council are request for appointment to the following committees:

The Parks & Recreation Committee (one vacant seat)

- * Alex Ranger
- * Lauren Radick

The Sustainability & Resiliency Committee (four vacant seats)

- * Megan Blenet
- * Paulo Cardoso
- * Everton Dias
- * Greg Sim
- * Tamia Souto

Enclosed is a copy of their resumes and/or interest letter.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Parks-Recreation Request
2. Sustainability-Resiliency Request

**TOWN OF BAY HARBOR ISLANDS
PARKS & RECREATION COMMITTEE**

NEW INTERESTED RESIDENTS:

- ❖ Alex Rangel
- ❖ Lauren Radick

Alba Chang

From: Lauren Radick <laurenradick@hotmail.com>
Sent: Thursday, November 5, 2020 4:54 PM
To: Alba Chang
Subject: Parks and Recreation Committee Volunteer

Dear Ms. Chang,

I was thrilled to read in the November town bulletin that you are seeking out volunteers for The Town of Bay Harbor Islands planning committees. I am reaching out to you to seek an appointment as a member of the Parks and Recreation Committee. As a person committed to community involvement, I would like very much to contribute to the growth and future of our town.

As I we raised our children, we practiced what we preached about the importance to community involvement. I served as PTA President to Ruth K. Broad K-8 (formerly Ruth K. Broad Elementary School), PTSA President of Nautilus Middle School, and various committees including the Educational Excellence School Advisory Council (EESAC) in our feeder pattern and the Committee for Quality Education in Miami Beach. We attended Town Council meetings with our young children, even as they would hang under my legs like young children do! Our two sons both served as our town representatives to Nautilus Middle School and Miami Beach Senior High for several years. For 12 years we had an active family community service project called A NOVEL IDEA, collecting and donating over 50,000 used books to MDCPS Title-One Schools, public libraries and Florida prisons. For 20 years, I worked in event planning, fundraising, social media, and community outreach for a non-profit organization/preschool in North Miami.

I am an active member of our town book club, participate in our online Zumba and yoga program and visit our town parks daily which is highly demanded by my recently adopted Greyhound racer. 😊 I will provide sound feedback and creative recommendations for our beautiful park facilities and recreational programs. We have been proud residents of The Town of Bay Harbor Islands for over 20 years, and I hope to play an active role in shaping the development of the city. Please seriously consider me to serve on the Parks and Recreation Committee.

Thank you.

Best wishes,
Lauren B. Radick
(305)308-7350

Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov
From: laurenradick@hotmail.com

Message Score: 1
My Spam Blocking Level: High

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**

[Block](#) this sender
[Block](#) hotmail.com

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

Alba Chang

From: Alex Rangel <alex.rangel84@gmail.com>
Sent: Saturday, November 14, 2020 10:44 AM
To: Alba Chang
Subject: Volunteer for Bay Harbor Committee
Attachments: Alex_Rangel_Bay_Harbor_Committee_Letter.pdf; Rangel_Resume_2020.pdf

Hello,

My name is Alex Rangel, and I am writing to you in regards to an article in the Bay Harbor newsletter, calling for committee volunteers. I would like to be considered for a committee role and have provided a letter of intent and my resume for consideration.

I am very interested in helping the overall wellbeing of our town, and would greatly welcome an opportunity to serve the community.

Please let me know if you have any questions, or need any additional information regarding this matter,

Best regards,
Alex Rangel
(818) 458-3594
10101 E Bay Harbor Dr. Apt. 306
alex.rangel84@gmail.com

Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov [Remove](#) gmail.com from my allow list
From: alex.rangel84@gmail.com

You received this message because the domain gmail.com is on your allow list.

Saturday, November 14, 2020

To Deputy Town Clerk Alba Chang,

I am writing to you to express my interest in volunteering for the Parks and Recreation Committee for Bay Harbor Islands.

My name is Alex Rangel, and I am a new resident of Bay Harbor Islands. My wife and I recently purchased our first home at The Belmont Condominium (10101 East Bay Harbor Drive). After a long and careful evaluation, we choose the Town of Bay Harbor for its quality of life, and the self-evident sense of community found amongst its residents and businesses. As such, I would like to contribute to the town's continued well-being and growth.

I am originally from Southern California but have been living in the greater Miami-Dade area for the last eight years. I consider this region to be my permanent home and look forward to raising a family here. I'm currently employed as the Director of Marketing for the Invicta Watch brand, headquartered in Hollywood Florida. In addition to my professional experience, I have also served with local non-profit organizations, such as Save The Water.

If selected to serve on this committee, I will promise to provide my full commitment, professionalism, and creativity. We are fortunate to live in a beautiful community, and I would be thrilled to be part of the team that helps safeguard and grow our public spaces.

In addition to this letter of intent, I have also provided my resume, outlining my years of professional experience. If you have any questions or would like additional information please feel free to reach out to me.

Best regards,

Alex Rangel

(818) 458-3594

alex.rangel84@gmail.com

CAREER SUMMARY

Senior professional with ten years of demonstrated success in creating memorable brand experiences, building creative strategies, and overcoming challenges. Excellent communicator with the ability to leverage strategic, creative, and business acumen to execute bottom-line gains. A respected leader who drives excellence, improves collaboration, and exceeds expectations.

WORK EXPERIENCE

Director of Marketing - Invicta Stores.....August 2018 - Current

Invicta Stores is the official retail and e-commerce channel for the Invicta Watch Group. Responsible for the planning, organizing, and management of all marketing projects, digital advertising, and customer experience. Directly responsible for developing the company's annual marketing plan, and leading a cross-functional team to execute accordingly.

Key Responsibilities and Achievements:

- Planning and executing omni-commerce strategies across 70 US retail locations, e-commerce, and social media
- Develop annual marketing plans based off LY metrics, product launches, and revenue forecasts (retail and online)
- Manage all CRM marketing and loyalty program memberships for over 250,000 customers
- Ensure brand positioning is communicated in a compelling and consistent manner across all channels

Senior Marketing Consultant - ZIP USA LLC.....October 2017 - July 2018

ZIP USA is a private equity firm that owns several commercial craft breweries and spirit distilleries. Hired on an initial half-year, extendable contract to design, develop, and white-label a new e-commerce subscription platform enabling online shoppers to order craft spirits that are fulfilled by local retailers through a fully customizable app.

Key Responsibilities and Achievements:

- Conducted customer research to identify and develop user experience models
- Created detailed wireframe schematics with annotated functionality for software development
- Developed brand positioning, copywriting, and final consumer-facing UI design elements
- Managed external software development vendor through project life cycle, ensuring content accuracy

Director of Brand Strategy - Outform Inc.....May 2015 - September 2017

Outform is an independent marketing agency specializing in brand strategy, shopper marketing, and digital development. Led the agency's strategy department in developing multi-channel marketing programs for global brands and national retailers. Directed teams of multi-disciplined creatives, strategists, and account managers through the development of initial concepts to finalized production on all marketing programs. Key Accounts: Absolut, Perrier-Jouët, Tag Heuer, Amazon, Apple, Beats, Google, Nest, Motorola, Bed Bath & Beyond, Home Depot

Key Responsibilities and Achievements:

- Developed multi-channel campaign concepts to generate brand awareness and increase product velocity
- Uncovered consumer insights using qualitative and quantitative research to inform creative development
- Responsible for program planning and creative management throughout project life cycles
- Liaised with cross-functional teams (CRM, Digital, Channel) to ensure program implementation and compliance
- Managed client relationships by effectively communicating development status with senior teams and stakeholders
- Grew agency revenue 30% by adding new client accounts and successfully launching campaigns within budget

Creative Services Lead - Lionshead Studios.....July 2012 - April 2015

Lionshead Studios is a commercial photography and video production agency contracted to work as the in-house creative team for sport brands: Adidas, Ashworth and TaylorMade. Directly responsible for the creation of original brand assets used by the brands and their affiliated creative agencies.

Key Responsibilities and Achievements:

- Developed print, digital, and video collateral for online campaigns, POS marketing, and branded retail executions
- Translated visual assets into channel marketing toolkits and monitored vendor usage for visual brand compliance
- Work featured in top national publications - Sports Illustrated and Golf Magazine

Art Director - THQ Inc.....June 2009 - June 2012

THQ published the UFC Undisputed video game franchise over three titles, culminating in UFC 3 selling 3.2 million units worldwide, and receiving a 9.0 review from IGN, and 86 from Metacritic. Directed and managed the development of key in-game assets, and was the primary liaison between the creative development team and brand marketing team.

Key Responsibilities and Achievements:

- Conceived and delivered in-game assets by managing a team of artists through critical development phases
- Supervised outsourced vendors to ensure quality control and the judicious expenditure of budget resources
- Produced and directed video, interactive, and static key art used for official marketing campaigns
- Created wireframes and user experience models to enhance the in-game UX/UI

EDUCATION

Master of Science - Strategic Communication, Advertising & Marketing.....Graduated May 2015
Florida International University

Bachelor of Fine Arts - Fine Art, Photography.....Graduated December 2008
Art Center College of Design

CORE SKILLS

- | | | | | |
|----------------------|--------------------|----------------------------|-----------------------------|----------------------------------|
| • Marketing Strategy | • Brand Management | • Digital & Omni Marketing | • Customer/Brand Experience | • Annual Planning & P&L Tracking |
|----------------------|--------------------|----------------------------|-----------------------------|----------------------------------|

TOWN OF BAY HARBOR ISLANDS SUSTAINABILITY & RESILIENCY COMMITTEE

NEW INTERESTED RESIDENTS

- ❖ Megan Blenet
- ❖ Paulo Cardoso
- ❖ Everton Dias
- ❖ Greg Sim
- ❖ Tamia Souto

Alba Chang

From: Megan Blenet <meganblenet@hotmail.com>
Sent: Friday, July 31, 2020 6:18 PM
To: Alba Chang
Subject: Committee

Hello,

I saw in the newsletter that volunteers are needed for the Sustainability and Resiliency Committee. I had inquired a while back. I would love to be a part of that committee. Please let me know if that would be possible. I will send you my resume.

Thank you.

Megan Blenet

Total Control Panel

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To: achang@bayharborislands-fl.gov

Message Score: 1

High (60): **Pass**

From: meganblenet@hotmail.com

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

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MEGAN BLENET

10300 W. Bay Harbor Dr.- Miami, FL. 33154
(305)479-3528/E-mail: meganblenet@hotmail.com

EDUCATION:

August 2018- Present	MIAMI DADE COLLEGE	Miami, FL
August 2014- June 2018	MIAMI BEACH SENIOR HIGH SCHOOL	Miami Beach, FL

WORK EXPERIENCE:

January 2020- Present	TOWN OF BAY HARBOR ISLANDS <i>Aftercare Counselor</i> - Supervision of children - Responsible for child safety - Responsible for oversight of assigned group - Guided children around campus	Bay Harbor Islands, FL
June 2017- Present	TOWN OF BAY HARBOR ISLANDS Parks and Recreation Committee <i>Volunteer Committee Member</i> - Discussing and planning of town activities	Bay Harbor Islands, FL
Summers 2016, 2017, 2019	TOWN OF BAY HARBOR ISLANDS <i>Summer Camp Counselor</i> - Child care - Supervision of children - Helped with activities	Bay Harbor Islands, FL
2017- May 2018	CITY OF MIAMI BEACH Department of Housing and Community Services <i>Intern</i> - Filing - Updating cases - Scoring surveys - Creating graphs of survey results - Assisted in Success University Program	Miami Beach, FL
2015- 2017	HIS HOUSE CHILDREN'S HOME <i>Volunteer</i> - Supervision and care of children in group foster home - Assisted with care of children 0-13 yrs. - Started supplies drive at Miami Beach Senior High - Tutored children	Miami, FL

2015- June 2018	FIENBERG-FISHER K-8 CENTER <i>Child Development Intern</i> - Teacher aide - Child Care ages infant to 7 years old	Miami Beach, FL
2014- 2016	ADOPT-A-STRAY <i>Volunteer</i> - Animal care - Assisted customers	Aventura, FL
Summer 2012	MIAMI CHILDRENS MUSEUM <i>Volunteer</i> - Helped with birthday parties - Served as information source for patrons - Monitored areas for safety - Helped children with arts and crafts	Miami, FL

CERTIFICATIONS:

- Pediatric First Aid CPR AED Certification
- Florida Department of Children and Families (DCF)'s Health, Safety, and Nutrition (HSAN) Certification
- DCF's Identifying and Reporting Child Abuse and Neglect (CAAN) Certification
- DCF's Child Care Facility Rules and Regulations (FACR) Certification
- DCF's Behavioral Observation and Screening (BOSR) Certification
- DCF's Child Growth and Development (CGDR) Certification
- DCF's Preschool Appropriate Practices (PSPR) Certification
- DCF's Understanding Developmentally Appropriate Practices (UDAP) Certification

FOREIGN LANGUAGE: Fluent in French

Alba Chang

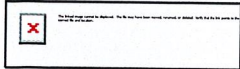
From: Paulo Cardoso <pcardoso@suncomex.com.br>
Sent: Thursday, November 5, 2020 9:54 AM
To: Alba Chang
Subject: Sustainability and resiliency Committee
Attachments: noname

Dep. Town Clerk Alba Chang, good morning!

How are you? I just read at the News Waves about the need for volunteers for town committees. I would like to make myself available to help in any way I can on the Sustainability Committee, this is a topic that I am very familiar with. My company has developed solar projects for over 10 years. Please advise if you would like to schedule a meeting or feel free to call me.

Thank you,

Paulo Cardoso



C: +786-438-6946
Skype: ps.cardoso
Insta: @suncomex
facebook.com/suncomex
www.suncomex.com.br

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To: achang@bayharborislands-fl.gov
From: pcardoso@suncomex.com.br

Message Score: 50
My Spam Blocking Level: High

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**

[Block](#) this sender
[Block](#) suncomex.com.br

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

Alba Chang

From: Everton Dias <everton.dias@gmail.com>
Sent: Thursday, August 6, 2020 11:04 AM
To: Alba Chang
Subject: Volunteering - Sustainability and Resilient Committee - Letter of Interest

Dear Ms. Chang,
Good morning.

I'm Everton Dias, resident at 10000 W. Bay Harbor Drive.
I'd appreciate to volunteer to Sustainability and Resiliency Committee.

Besides being committed to our community, I have a life commitment to Sustainability and Resiliency in areas such as:

1. Security and Fraud prevention: I have more than 10 years experience as a solutions engineer in the field of physical and cyber security. I have worked with Mr. White (our HOA president) providing support on reviewing surveillance needs, making sure cameras and recorders were properly positioned and that we are meeting regulations;
2. Non-violent Self Defense education: I'm a martial artist with more than 20 years experience: Aikido and Jiu-Jitsu. I do believe martial arts fundamentals and education are critical to avoid any kind (I do mean ANY) of potential violence. I am capable of providing basic non-violent self defense seminars to the town employees, police officers, at no cost. It all starts with awareness, and changing mindsets.
3. Environment: I live by the canal, and I'm passionate to work with the town and fellow residents on educating residents, and develop plans and activities to engage and educate the population. We have to be first responders to clean our waters when necessary.

I'm sending you my linkedin profile that speaks for itself as my resumé on the topic #1 (Security and Fraud prevention): <https://www.linkedin.com/in/evertonbritodias/>

Please, let me know how would you like to proceed.

Sincerely,

Everton Dias
786-223-0125

--

Everton Dias.

Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov [Remove](#) gmail.com from my allow list
From: everton.dias@gmail.com

You received this message because the domain gmail.com is on your allow list.

Alba Chang

From: Greg <greg3040@hushmail.com>
Sent: Tuesday, September 8, 2020 11:28 PM
To: Alba Chang
Subject: Volunteer

Dear Alba

I recently moved to BHI which I very much enjoy. I did read you request for volunteers and wanted to put my name forward.

My skills at not those that are published in your recent leaflet. I am a Cyber Security expert with over 15 years in the industry covering commerce, Gov and Intelligence in the USA, UK and other domains

Obviously the recent school attack is a concern to everyone and the rise in online use will only exasperate the increase in such attacks and much more.

I believe I can help the City, businesses and schools with my experience.

I have also met Pablo Lima and stay in touch with him

Please let me know if I can be of help out if I can send you my Bio

Kind regards

Greg

Greg Sim
US +1 786 909 6000
UK +44 7525 600000

Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov

Message Score: 1

High (60): **Pass**

From: greg3040@hushmail.com

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

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GREG SIM

PIONEERING PROFESSIONAL

Greg Sim is an internationally recognized Cyber Security leader. He was the founder, CEO, and president of Glasswall Solutions which he lead from its inception and secured nearly \$40 million in funding, including an investment from InQTel, making it an innovative, globally respected cyber security solutions provider. He was also the founder of Hanson & Robertson Life and Pensions and Kudos Financial Services. Sim's expertise, professionalism, and charitable work have earned him the confidence and laud of political and business leaders from all over the world.

Through his acumen, he has earned a reputation for bridging the "business of Cyber" between Government, Defense, Intelligence Agencies and the Commercial sector. His work includes collaborating with a cross section of people at the highest levels of security in the US, UK, Canada, Australia, Singapore, France, Turkey, and the Middle East. He worked closely with the UK Royal Family and personally arranged visitations for HRH Prince Michael of Kent to NYPD Intelligence Division and USMC Quantico.

INDUSTRY AWARDS



Winner
New IT Product
of the Year



Winner
Best Email
Security Solution



Silver Winner
Email Security
Innovations



Winner
Best IT Email
Security Solution



Winner
Security Innovation
of the Year



Winner
Best Email
Security Solution

CONTACT

E-MAIL: greg3040@hushmail.com

US CELL: 1+ (786) 909-6000

UK CELL: +44 7525 600000

GLOBAL INFLUENCER

Greg Sim has pioneered advancements in the field of Cyber Security and built relationships with some of the most influential leaders of our generation. He has had audiences with US Presidents Obama and Clinton, Vice President Biden, and leading members of the Senate and Congress.

Some of the most high-profile and information-sensitive companies in the world have sought Sim's Cyber Security consultation. These include: Microsoft, AWS, Accenture, EY, KPMG, Oracle, Raytheon, Forcepoint, Citrix, Johnson & Johnson, Merck, Mercedes Benz, BAE Systems, General Dynamics, Boeing, Lockheed Martin, Slaughter & May, and Freshfields. Also, he advised the London Stock Exchange, Citibank, JP Morgan, AT&T, Vodafone, Penske Group, Freddie Mac, FBI, CIA, Department of Defense, UK Ministry of Defense, UK National Cyber Security Centre, Mi5, Mi6, Office of the Director of National Intelligence, the State Department, NYPD Intelligence, New York City Cyber Command. The UK Embassy in DC, and the British Consulates in Miami and New York.

His academic associations include the National Cryptologic Museum Foundation at Fort Meade, The United States Marine Corp University at Quantico, Oxford University and Qufaro, the UK Cyber Security College at Bletchley Park.

In his role as head of Glasswall, Sim assembled an unmatched Advisory Board which included: Sir Iain Lobban, head of GCHQ in the UK; Lord Jonathan Evans, head of Mi5; Lord Bernard Hogan-Howe, head of the Metropolitan Police in London; Paddy McGuinness, UK Head of Security and Cabinet COBRA Committee; and John Noble, Director of the UK National Cyber Security Centre. In the USA he was responsible for bringing to the Advisory, General James Clapper, Director of National Intelligence; Rick Ledgett, Deputy Director of the National Security Agency; Phil Reilly, former Head of Paramilitary Operations and Ground Operations for the CIA; Bob Flores, CTO of the CIA; Professor Raymond Leopold, CTO of Motorola; Greg Kesner, head of Data Intercept at the FBI; Lt Col Cedric Leighton, former US Air Force Intelligence and Member of the Joint Staff at the Pentagon and Stan Black, former CISO at Citrix.

His expertise has also been the subject of leading publications, in-person speaking engagements, and news show appearances. He has been featured on the BBC, Sky TV, and MSNBC. He has also been a guest lecturer at the Global Horizons Program at Oxford University.

CHARITABLE WORKS

Beyond his professional achievements, Sim has dedicated his talents to furthering many charitable causes. He was chairman of the Medicinema Fundraising Council, raising over \$1 million for new cinema facilities to benefit patients in various hospitals, including Guys Hospital in London. He has been a committed supporter of DEBRA, the charity for those suffering from the painful genetic skin condition epidermolysis bullosa and facilitated a full US Senate Hearing on Rare Pediatric Illnesses for the families and scientist directly affected by the disease. He also participated in a Rome-to-London cycle ride with former England rugby captain Lawrence Dallaglio which raised over \$1.2 million to support DEBRA.

Sim is also committed to many charitable causes that directly affect the US and UK military. In the UK, in particular, he assisted Lord Ashcroft on the Military Transition Review and Special Forces charities.

TELEVISION INTERVIEWS



SKY NEWS - IAN KING LIVE
JUNE 27, 2017



SQUAWK BOX EUROPE
MAY 15, 2017



GOOD MORNING BRITAIN - ITV



NOTEWORTHY ONLINE PRESS COVERAGE

CNBC

Raconteur

Financial Times

The National

Huffington Post Blog

Forbes

CNN

Daily Mail

ThisIsMoney

Legal Technology

IoD

SC Magazine

Channel Eye

Dark Reading

Information Age

Vanilla Plus

Information Security Buzz

Computer Business Review

Help Net Security

Alba Chang

From: Tamia Souto <tamiasouto@gmail.com>
Sent: Monday, October 19, 2020 9:19 PM
To: Alba Chang
Subject: Volunteer to the Sustainability and Resiliency Committee
Attachments: Cover letter - Tamia Souto.pdf; Resume-Tamia Souto.pdf

Dear Mrs. Alba Chang,

Please find attached my resume and cover letter to serve as a volunteer on the Sustainability and Resiliency Committee.

I look forward to hearing from you.

Best regards,

Tamia Souto, PhD

Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov [Remove](#) gmail.com from my allow list

From: tamiasouto@gmail.com

You received this message because the domain gmail.com is on your allow list.

9665 Bay Harbor Terrace
Bay Harbor Islands
FL 33154

October 19, 2020

Dear Mrs. Alba Chang,

It is with great enthusiasm that I am submitting my CV to be considered for the Sustainability and Resiliency Committee, as advertised in the Bay Harbor Islands NewsWave.

I have been working for more than 10 years in environmental conservation, specifically protecting the Amazon rainforest, essential to climate change mitigation. I recently moved from DC to Bay Harbor and would love to have an active role supporting local efforts to ensure sustainability and resiliency. As you will find in more detail on my resume, I have a strong scientific background and am experienced in nonprofit management, including fundraising, budgeting, and strategic planning. I am a solutions-oriented thinker, always working to identify, define, and address real-time issues.

Given my experience, I believe I could be a valuable participant in this Committee and would greatly appreciate the opportunity to serve as an active member. I can be reached by phone at 561-699-8039 or via email at tamiasouto@gmail.com.

Thank you for your time and consideration, and I look forward to hearing from you.

Warm regards,

Tamia Souto, PhD

Tamia Souto, PhD

tamiasouto@gmail.com

Miami, Florida

(561) 699-8039

PROFESSIONAL SUMMARY

Conservation practitioner with strong scientific background and 10+ years of experience working in the Amazon in natural resource management, applied research, and biodiversity conservation. Extensive experience in designing, implementing, testing and monitoring conservation strategies and projects that consider the social and environmental complexity of the region. Interested in bridging the gap between science and conservation and supporting local NGOs and indigenous organizations to achieve their maximum potential and conservation success.

- Specialized in conservation planning, adaptive management and monitoring and evaluation
- Experience in participatory natural resource planning and management
- Expertise in collaborative project and team management
- Field experience in the Peruvian Andes-Amazon region and Guiana shield, Venezuela
- Extensive training in the Open Standards for the Practice of Conservation
- Fluent in Spanish

PROFESSIONAL EXPERIENCE

PROGRAM DIRECTOR

Amazon Conservation Association, Washington, DC

June 2014- March 2020

Founded in 1999, Amazon Conservation focuses on uniting science, innovation and community to protect the western Amazon (2019 annual budget \$5.8 million).

Responsible for leading the conservation strategy of the organization, fundraising, and managing projects in Peru and Bolivia. Additionally, served as the *de facto* Technical Director for Amazon Conservation-Peru.

- Led Amazon Conservation's strategic planning process, including training the Peru staff of ~50 people to ensure conservation projects follow a scientific approach and can measure success and failure.
- Served as science adviser to advance the science strategy of the organization at the Biological Stations in Peru and field-based projects.
- Supervised and managed multimillion long-term projects in Peru and Bolivia in topics ranging from protected area establishment (Amazon Andes Fund) to biodiversity corridors (Moore Foundation), Brazil nut management (Google), deforestation monitoring (multiple funders), and combating environmental crimes in the Amazon (Norad).
- Spearheaded the development of proposals, including research, writing, M&E and budgets. Raised \$1.5 million in grants in FY2019.
- Oversaw internal communications between DC and field-based offices to ensure effective grant implementation, monitoring and management throughout the organization.

Tamia Souto, PhD

- Communicated to donors and field stakeholders about project impact and key results.
- Developed presentations and informative materials about program advances for the board of directors

POSTDOCTORAL FELLOW

Smithsonian Conservation Biology Institute, Washington, DC

Jan. 2012 to June 2014

Principal investigator in charge of developing community- based conservation projects with indigenous peoples as part of a partnership between Smithsonian and oil and gas companies in the Peruvian Andes-Amazon region.

- Established common ground among corporations, indigenous peoples, and science in the Peruvian Amazon to develop conservation projects with human well-being goals.
- Managed and supervised staff, created budgets, designed, planned and developed conservation projects and workshops, managed logistics, schedule and personnel.
- Using an adaptive management framework developed project proposals with a rigorous monitoring and evaluation plan that combined scientific and traditional ecological knowledge.
- Established an effective communication strategy for all stakeholders, including the development of reports, presentations and dissemination materials such as brochures, manuals, and posters.
- Developed the roadmap for the organization to identify and select the most viable conservation projects along a gas pipeline using biodiversity indicators, threat levels and stakeholder engagement criteria.
- Trained Smithsonian and industry staff in adaptive management framework for conservation project planning and design.

PRESIDENT AND CO-FOUNDER

River People Initiative, Miami, Florida

2012 to 2014

Established a nonprofit 501 c(3) organization with the mission to improve traditional society's wellbeing while simultaneously protecting tropical river ecosystems in Latin America.

- Developed by-laws, organized documents, coordinated meeting to establish the organization.
- Developed an indigenous capacity building program in conservation planning and design in Latin America, and a Malaria Awareness Campaign project in Venezuela.

BIOLOGY PROFESSOR

Science Department, Broward College, Pembroke Pines, FL

Jan.- Dec. 2011

- Taught biology and ethnobotany classes to over 150 undergraduate students per semester.
- Prepared syllabus for both classes and developed a pilot curriculum for the first ethnobotany course offered at Broward College.

Tamia Souto, PhD

EDUCATION

University of Hawai'i at Manoa PhD, Ethnobotany	2003-2009
Universidad Simón Bolívar, Caracas, Venezuela Bachelor of Science, Biology (Honors Program)	1998-2003

GRANTS AND HONORS

National Science Foundation, Graduate Research Fellowship Funded fieldwork and studies (~\$30,000)	2005-2008
Wildlife Conservation Society Grant Supported field work in Venezuela for dissertation (\$5,000)	2008
National Institute of Health, Minority International Research Training Program Supported fieldwork for research on traditional medicinal plant use in Northern Peru	2004

SELECTED PUBLICATIONS

Souto, T; et al. 2014. Classifying conservation targets based on the origin of motivation: implications over the success of community-based conservation projects. *Biodiversity and Conservation* 23(5).

Souto, T., et al., 2013. Uso de recursos naturales por diez comunidades mestizas del río Tapiche, Peru. En: Linares Palomino et al (eds), *Biodiversidad y uso de recursos naturales en la cuenca baja del Río Tapiche*. IIAP, Iquitos, Peru.

Souto, T, and T., Ticktin. 2012. Understanding Interrelationships Among Predictors (Age, Gender, and Origin) of Local Ecological Knowledge. *Economic Botany* 66(2).

Perez, B and **Souto, T.** 2011. Ethnobotanical Knowledge of *Sarrapia* (*Dipteryx odorata*) Among Three Non-Indigenous Communities of the Lower Caura River Basin, Venezuela. *Journal of Ethnobiology* 31(1).

Finer M, S. Novoa, M. Weisse, R. Petersen, J. Mascaro, **T. Souto**, F. Stearns, and R. Martinez. 2018. Combating deforestation: From satellite to intervention. *Science* 360(6395)

Fisher, J., H. Stutzman, M. Vedoveto, D. Delgado, R. Rivero, W. Dariquebe, L. Contreras, **T. Souto**, A. Harden and R. Sophia. 2019. Collaborative Governance and Conflict Management: Lessons Learned and Good Practices from a Case Study in the Amazon Basin. *Society & Natural Resources*, DOI: 10.1080/08941920.2019.1620389

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 6.

ITEM:

Approval of the following Meeting Minutes:

- a. February 18, 2020 - Regular Council Meeting
- b. March 9, 2020 - Regular Council Meeting
- c. March 19, 2020 - Regular Council Meeting
- d. April 6, 2020 - Special Council Meeting
- e. April 22, 2020 - Special Council Meeting
- f. May 14, 2020 - Regular Council Meeting
- g. June 8, 2020 - Regular Council Meeting
- h. June 18, 2020 - Special Council Meeting
- i. June 22, 2020 - Special Council Meeting
- j. July 7, 2020 -Special Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

- 1. 2-18-20 DRAFT
- 2. 3-9-20 DRAFT
- 3. 3-19-20 Spc DRAFT
- 4. 04.06.20 REG.TC DRAFT
- 5. 04.22.20 SPC. MTG. DRAFT
- 6. 05.14.20 REG. DRAFT
- 7. 06.08.20 REG. DRAFT
- 8. 06.18.20 SPC. MTG. DRAFT

9. 06.22.20 SPC. MTG. DRAFT
10. 07.07.20 SPC. MTG. DRAFT

TOWN OF BAY HARBOR ISLANDS MINUTES OF A REGULAR MEETING

A Regular Meeting of the Town Council was held on Tuesday, February 18, 2020 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Vice Mayor Joshua Fuller
Council Member Kelly Reid Council Member Isaac Salver
Council Member Elizabeth Tricoche Council Member Robert Yaffe

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Tricoche would like a discussion item on the selection of the Police Chief.

Council Member Yaffe requested that Item # 5 of the consent agenda be deferred until the next meeting.

~~Item 5. Consideration and Approval of a resolution to appoint John Cunill as Assistant Town Attorney. Enclosed is a copy of the proposed resolution.~~

Council Member Salver requested to take #11 out of order.

Council Member Reid requested a future agenda item on requiring a security fence for the vacant waterfront lots.

TOWN MANAGER'S REPORT:

Item 1. Report of the Town investment performance for quarter ended December 31, 2019. Presentation will be provided by Gerardo Rodriguez of BNY Mellon.

Gerardo Rodriguez of BNY Mellon came forward to report on the Town Investments. He presented a full report in writing and briefly explained the fourth quarter return of 2%; the water fund was also up by 2% and also had a positive return of 5.8% for the year to date.

Council Member Salver requested that the firm provide a report of the cash assets.

Town Manager Jimenez provided his monthly report on the following:

- The Causeway Corridor Project will be starting soon, there will be doing the asphalt and railings.
- The demolition of the Ocean Cadillac building was scheduled to start tomorrow.
- Tennis Court are back open.
- On February 14th, the Department of Motor Vehicles (DMV) had a mobile office at the Community Center but experienced a few technical issues and the mobile office will be re-scheduled to a later date.

Town Attorney Simone introduced Mr. John Cunill as the assistant Town Attorney. He provided the Town Council with a copy of his resume which outlined his experience in the military, the State Attorney Office and work in municipal matters.

Council Member Tricoche asked for the Council to have a discussion on how the Town Manager selects the Police Chief.

Council Members Salver felt that the Town Council has always follow the Town Charter and urged the Council to allow for the Town Manager to do this administratively.

Council Member Reid agreed with Council Member Salver comments and added the Council can always provide feedback, but the Town Council should not interfere with the Town Manager selection of a Chief of Police.

There was a brief discussion on what the Town Manager will implement for the search, candidates' qualifications and panel comments.

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

Council Member Tricoche reported that an informational email was sent to the parents of students attending the Ruth K. Broad with regards to the Ocean Cadillac Building demolition. She also added that the 92 Street bench and covers were pending delivery.

Council Member Reid reported she attended the Police Chief Retirement Party and had a tour of the new building at the Ruth K. Broad school.

Council Member Salver reported he attended the Chief of Police Retirement Party and was provided with a tour of the new building of the school. He also attended the Florida League of Cities Legislative Action Days to lobby for the Town. He mentioned the recent bills proposed by the state legislators on local Business Tax Receipt, Public Notices and Vacation Rentals.

Council Member Yaffe urged the residents to contact the state legislature to discuss the proposed bills for the Homeowners Associations; vacation rentals; business tax receipt; and added that a condominium reform bill was being proposed by Senator Pizzo. He reported he attended Miami Dade County Dade Days in Tallahassee to lobby for Town Hall renovations and also toured the new building at the Ruth K. Broad.

Vice Mayor Fuller toured for the new building at the school; Chief Hemingway Retirement Party; Pizza with the Cops and reminded the residents of the concert series on the 29th of February.

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.

Residents Thomas Rego of 1150 102 Street; Christine Justice of 9655 E. Bay Harbor Drive; Rudy Kellerman of 9655 E. Bay Harbor Drive and Kathleen Kennedy of 9180 W. Bay Harbor Drive came forward and expressed support for Captain Lindsley Noel to be appointed as the Next Police Chief.

Frances Neuhut, 1060 Kane Concourse, came forward and urged any resident that would like to get involve in government to consider running for Town Council. She was also concerned with the ongoing demolition of the Ocean Cadillac Building.

COMMITTEE REPORTS:

Item 2. Consideration of a request from the Parks and Recreation Committee to use the services of a professional architect/designer to work with the committee to assist in re-designed the 92nd Street Park.

Parks and Recreation Committee Chair Kathleen Kennedy reported on the Committee recommendation to assist in the re-designed of the 92nd Street Park.

Council Member Tricoche suggested for the Committee to look at all the Town parks that include the Tot Lot on 96 Street; the 98 Street Scott Winter Park and the 92 Street park.

Consensus was for staff to budget for the professional architect / design services.

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.)

Item 3. Approval of the following Meeting Minutes:

- a. July 31, 2019 - Budget Workshop
- b. August 13, 2019 - Regular Council Meeting
- c. September 9, 2019 - 1st Budget Public Hearing
- d. September 9, 2019 - Regular Council Meeting

Item 4. Consideration and Approval of a resolution authorizing the Town Manager to enter into an agreement between the Town and the City of North Miami to dispense diesel and unleaded fuel for the operation of Bay Harbor Island service vehicles.

Item 6. Consideration and approval of a renewal of a Mutual Aid Agreement with the Town of Medley Police Department and the Town of Bay Harbor Islands Police Department.

ACTION: Council Member Yaffe made a motion to approve the consent agenda. Council Member Tricoche seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 7. Consideration and Approval of an ordinance on second reading amending Sections 23-11(B2)(9) and 23-11(C)(8) of the Town Code to modify the interior floor to ceiling height requirements.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE MINIMUM FLOOR TO CEILING INSIDE HEIGHT REQUIREMENTS FOR RESIDENTIAL USES IN THE RM-2 MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT (NON-WATERFRONT) AND THE B-1 BUSINESS DISTRICT; AMENDING CODE SECTIONS 23-11(B2)(9) AND 23-11(C)(8) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR

MODIFIED INTERIOR FLOOR TO CEILING HEIGHT REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned that the 1177 Kane Concourse Project did not have to comply with the new code amendment.

CLOSED PUBLIC COMMENT

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on second reading. Council Member Reid seconded the motion and it passed by unanimous poll vote.

Item 8. Consideration and Approval of an ordinance on second reading allowing general employees to participate in the Town's Deferred Retirement Option Plan (DROP).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR AN AMENDMENT TO SECTION 16-83, TO PROVIDE FOR PARTICIPATION OF GENERAL EMPLOYEES IN THE DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and stated she though the Town Pension was only open for former military and police. Staff responded that the Town pension was open to all Town employees.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the proposed ordinance on second reading. Council Member Reid seconded the motion and it passed by unanimous poll vote.

Item 9. Consideration and Approval of an ordinance on second reading allowing general employees to purchase service time for previous employment with a governmental entity.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT GENERAL EMPLOYEES TO PURCHASE CREDITED SERVICE FOR PRIOR EMPLOYMENT WITH A DIFFERENT PUBLIC EMPLOYER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Vincent Martino, 1050 93 Street, came forward and asked why the Town was allowing employees to purchase time if they worked at another local municipality.

Town Manager Jimenez responded that this was added benefit and could also be as a recruiting tool for potential employees.

Council Member Salver clarified that any employees purchasing time will have to pay into the Pension the time they work at other municipality. Those calculation are performed by the actuarial.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the proposed ordinance on second reading. Council Member Reid seconded the motion and it by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 10. Consideration and Approval of an ordinance on first reading amending Section 15, Rule 22 of the Town Code regarding the hours of operation for the Town Parks.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 15 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED PARKS AND RECREATION, BY AMENDING RULE 22 HOURS OF OPERATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Member Tricoche asked for staff to bring back estimates for the lighting of the Town parks. She also requested for the language to be revise to sunset or 8:00 p.m. whichever is later.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated the ordinance did not mention which parks. She urged for the language to clarify which Town parks the code amendment would impact.

CLOSED PUBLIC COMMENT

ACTION: Council Member Tricoche made a motion to approve the proposed ordinance on first reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

TOWN MANAGER ITEMS:

Item 11. Approval of a five-year maintenance agreement with TransCore, LP in the amount of \$366,934.45 to perform daily monitoring of all operational systems.

ACTION: Council Member Tricoche made a motion to approve the proposed agreement with TransCore, LP. Council Member Reid seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 12. Discussion and possible action requested by Council Member Leonard to join COMPASS, Congress of Motion Picture Associations, in the amount of \$1,750. COMPASS is an organization working to bring back filming to Florida. Attached is additional information.

Town Manager Jimenez briefly explained that the State of Florida has taken many incentives on filming. The Town has not had any request for films permits lately. The recent request were mainly for photo shoots.

Chair of COMPASS Chris Ronald, came forward and explained the State of Florida has lost activity in the filming industry and the association was seeking to gather local business leaders to bring back the industry. He offered the Town Council a membership with the association.

Council Member Reid asked what the COMPASS membership offered? Mr. Ronald responded that it would offer a platform for leaders to communicate and worked together to get more business for the industry at a local level.

Council Member Salver did not see the budget impact and fiscal analysis for this item. He asked on how the company determine the membership fee considering the other cities pay more or less

ACTION: Council Member Salver made a motion to approve a \$500 membership contribution for one year. Council Member Reid seconded the motion and it passed unanimously.

Council Member Salver requested for a report on work done in one year and the Town Council will reconsider the membership fee.

There being no further business to discuss meeting was adjourned at 9:00 P.M.

MAYOR

ATTEST

DEPUTY TOWN CLERK

TOWN OF BAY HARBOR ISLANDS MINUTES OF A REGULAR MEETING

A Regular Meeting of the Town Council was held on Monday, March 9th, 2020 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

SPECIAL PRESENTATION:

Item 1. Presentation to the Rotary Club of Bal Harbour of the proceeds of the 5K/10K Annual race for the Chief Mark N. Overton, Chief Miguel De La Rosa Legacy Memorial Scholarship Fund.

Mayor Bruder presented the Rotary Club of Bal Harbour the proceeds of the Towns' Annual 5K/10K race.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid requested an update on the recovery of monies from the previous in-house counsel, Sherman & Sherman, PA.

Town Attorney Simone reported on the ongoing litigation matters regarding the Cone & Graham case and the Sherman & Sherman, PA that could be discuss by the Town Council at a Closed Session Meeting.

He will also be responding via a 57.105-response letter to Barry Smith as he claims that the Town owes him money as it relates to the ongoing litigation against Craig Sherman. a

Vice Mayor Fuller requested an update once the letter was filed.

Council Member Salver suggested parking enforcement for vehicles that parked on the valley gutter or green way. He would also like legislation to address tenants that are sub-leasing the homes to multiple parties.

Council Member Yaffe received complaints about the speeders on 96th Street and requested additional enforcement.

Vice Mayor Fuller requested for item #4 to be defer to the next meeting.

~~Item 4. Consideration and Approval of a resolution to update the Town's Travel Policy. Enclosed is a copy of the proposed resolution.~~

Council Member Reid requested for Item #5 to be defer to the the next meeting.

~~Item 5. Approval of the May 13, 2019 Regular Council Meeting Minutes. Enclosed is a copy of the revised Minutes.~~

Mayor Bruder requested an update on the address verification. She would like to know how many kids have left the school and if the school board has hired the extra help.

TOWN MANAGER REPORT

- Broad Causeway Enhancement Project will start soon the Town was waiting for FDOT to approve the final plans.
- The Mobile office of the Department of Motor Vehicles was cancelled for this week.
- He respectfully submitted his letter of resignation with 60 days anticipation and thanked the Town Council for allowing him to serve the community for the last 18 years.

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

Council Member Tricoche reported she attended the Towns' Concert Series at the Park, the Chief Dinner at Indian Creek Village. She also reminded the residents that spring break camp will be available at the Community Center and the Spring Egg Event.

Council Member Reid was deeply sad to hear of Town Manager departure and asked for him to reconsider.

Council Member Salver echoed Council Member Reid comments on Town Manager departure. He reported attending the Broward County League of Cities and the Palo Concert Series at Town.

Council Member Leonard felt that Town Manager Jimenez work in Town has had a positive impact on the Town. He thanked him for all his efforts.

Council Member Yaffe thanked Town Manager Jimenez for all his work during the last 18 years. He wished him well in his future endeavors.

Vice Mayor Fuller appreciated Town Manager Jimenez for all his years of service with the Town. He reported attending the concert series; local meeting with Miami Dade County Mayor on the preventative measures as it relates to the Corona Virus. He also reported great news from the Federal Aviation Administration (FAA) as some may know the FAA proposed a change of flight pattern over Bay Harbor Islands. The change would have dropped the height of the flights by at least 40 feet. It was great to announced that the Town was successful in their efforts and the FAA will not be changing the patterns for over 50 years. There will be no impact to the Town.

Item 2. Consideration and Approval of a request by Miami-Dade County League of Cities to designate a Director and Alternate Director to serve on the Board of Directors for a period of one year.

ACTION: Consensus was to designate Council Member Yaffe as a Director and Council Member Tricoche as an Alternate Director.

PUBLIC COMMENT: Set for approximately 7:55 p.m. 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.

Ilene Wallace, 10301 W. Bay Harbor Drive, came forward and thanked the Town Manager for all his years of service and stated that he had impacted many people.

Linda Zilber, 1235 95 Street, came forward and thanked the Town Manager for his years of service.

Frances Neuhut, 1060 Kane Concourse, came forward and remind the Town residents that the Town will be having a Town election.

Kathleen Kennedy, 9180 W. By Harbor Drive, came forward and wished the Town Manager well. She was concerned with the upcoming Town events with the recent news of the Corona Virus.

Johnathan Myerberg, 9300 E Bay Harbor Drive, came forward and stated that the internet at the Community Center Library was not operational. She asked for the Town to get involved. Town Manager Jimenez responded that he would set up a temporary area for computer to provide internet access to residents.

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.)

Item 3. Consideration and Approval of a resolution to appoint John Cunill as Assistant Town Attorney. Enclosed is a copy of the proposed resolution.

Item 4.5 Consideration and Approval of a resolution requested by Council Member Reid and co-sponsored by Council Member Yaffe expressing support for Florida Senate Bill 1752 and Florida House Bill 1317 which would revise and strengthen criminal penalties relating to violations for condominium associations. Enclosed is a copy of the proposed resolution and other supporting documents.

Item 6. Consideration and Approval regarding the attendance to the 66th Annual Miami-Dade County League of Cities Gala to be held May 9th, 2020. The Bronze Sponsorship Package in the amount \$3,000 includes a table seating for 10 and recognition the night of the event. Enclosed are the sponsorship packages details.

Item 7. Consideration and Approval of Conduit Access and Sharing Agreement between the Town and Comcast of California/ Colorado / Florida / Oregon, Inc for the shared use of the 10-inch Town owned conduit located on 96th Street between East Bay Harbor Drive and Bay Drive. Enclosed is a copy of the proposed agreement.

Item 8. Consideration and Approval of a Conduit Access and Sharing Agreement between the Town and Hotwire Communications, LTD for the shared use of a 10-inch Town owned conduit located on 96th Street between East Bay Harbor Drive and Bay Drive. Enclosed is a copy of the proposed agreement.

ACTION: Mayor Bruder made a motion to approve the consent agenda. Council Member Yaffe seconded the and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 9. Consideration and Approval of an ordinance on second reading requested by Council Member Tricoche amending Section 15, Rule 22 of the Town Code regarding the hours of operation for the Town Parks. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 15 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED PARKS AND RECREATION, BY AMENDING RULE 22 HOURS OF OPERATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Leonard made a motion to approve the proposed ordinance on second reading. Vice Mayor Fuller seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 10. Discussion requested by Council Member Tricoche on the Selection Process for the Chief of Police. Enclosed is a Memorandum from Town Attorney Frank Simone, Esq. and other supporting documents.

Council Member Tricoche stated that this was the first time how she oversees the process of the selection of the Police Chief position. She felt that the position was a very critical position in our community. She requested for staff to research other cities process on the selection process but would have liked to have seen more options. She suggested a public forum for the selection and would like to see a charter amendment on how the police chief was selected.

Council Member Yaffe felt that this process has been politized and lobbied. He was opposed to changing the current process on how the Chief of Police was hired.

Council Member Salver reminded the Council that the Town was a council-manager form of government. The Town Council impowers the Town Manager to hire the Chief of Police. He was opposed to changing the selection process.

Mayor Bruder understood Council Member Tricoche points and only wants to be part of the process of the selection of candidates and not the hiring decision.

Vice Mayor Fuller agreed that it should be the Town Manager decision on the selection of the chief. He questioned if the Chief of Police should have a contract.

Council Member Leonard felt that he has worked for local government and felt that the selection process and final hiring decision should be at the Town Manager discretion. He felt that the Chief position should not have been politized.

Council Member Reid spoke as a former law enforcement and a retired captain she has sat on many interview panels and was a certified assessor. She felt that the Human Resources and Town Manager had a great process for the Town. She added that having a Town Manager with the institutional knowledge was great and would know what the Town needs. The Town Council should not interfere with the Town Manager selection process.

PUBLIC COMMENT

Kathleen Kennedy, 9180 E. Bay Harbor Drive, came forward and did not like the current process for the selection of Police Chief Position.

At this time Council Member Salver left the meeting.

Captain Linsdley Noel came forward and stated that everyone in the police department was protected by the Collective Bargaining Agreement. He has presented staff with a copy of a contract from a former captain and would like something similar or a policy where an officer can revert to the previous rank.

Town Attorney Simone stated that so long they are not terminated for cause, that could be a clause that could be added to the next collective bargaining agreement.

Item 11. Discussion requested by Council Member Reid regarding the possibility of creating an ordinance to regulate the placement of fencing on waterfront lots. Enclosed is a memorandum provided by the Town Attorney.

Town Attorney Simone provided a memo on the discussion item and explained that there was case law from a few years ago of a grandmother and granddaughter that were drowned in a lake and in turn the family sued the property management company. The case shouldn't have gone to trial and they settle for certain amount of money.

He felt that the legislation could be drafted but could create a liability to the property owners.

Council Member Reid was concerned with the waterfront lots with docks that could possible be a nuisance.

Town Attorney Simone clarified that if there was a dock or seawall in despair, the Town will mandate the property owners to fix so the public is protected.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked why there are only 11 items on the agenda. She felt that residents did have much time to speak on the items.

CLOSED PUBLIC COMMENT

There being no further business to discuss meeting was adjourned at 9:10 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL VIRTUAL MEETING**

A Special Virtual Meeting of the Town Council was held through the Zoom virtual platform on Monday, March 19th, 2020 at 9:30 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

ORDINANCES ON FIRST AND SECOND READING:

Item 1. Consideration and Approval of an emergency ordinance on first and second reading to postpone the Town's General Election schedule for April 7, 2020 to a future date in accordance with the options outline below.

OPTION 1

AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TEMPORARILY AMENDING SECTION 6-2(A) OF THE TOWN'S CODE OF ORDINANCES TO POSTPONE THE TOWN ELECTION FROM APRIL 7, 2020 UNTIL MAY 5, 2020 DUE TO THE CORONAVIRUS (COVID-19) WITH A RUNOFF DATE OF JUNE 4, 2020, IF NECESSARY; KEEPING IN PLACE ALL OTHER PROVISIONS OF SECTION 6-2 AS IF THE ELECTION WERE HELD ON APRIL 7, 2020; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

OPTION 2

AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TEMPORARILY AMENDING SECTION 6-2(A) OF THE TOWN'S CODE OF ORDINANCES TO POSTPONE THE TOWN ELECTION FROM APRIL 7, 2020 UNTIL AUGUST 18, 2020 DUE TO THE CORONAVIRUS (COVID-19) WITH A RUNOFF DATE OF SEPTEMBER 17, 2020, IF NECESSARY; KEEPING IN PLACE ALL OTHER PROVISIONS OF SECTION 6-2 AS IF THE ELECTION WERE HELD ON APRIL 7, 2020; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Siegel explained that with the National Emergency as it relates to coronavirus (COVID-19) the Town was unable to hold its General Election schedule for April 7th, 2020. She explained that the organizational meeting will not take place until after the Town General Election. The Mayor and Vice Mayor will stay in place until then. She recommended the Town Council postpone the Town General Election schedule for April 7th, 2020 until August 18th, 2020.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance to postpone the Town General Election of April 7th, 2020 to August 18th, 2020. Council Member Reid seconded the motion and it passed unanimous poll vote.

Item 2. Any other matter for discussion.

Mayor Bruder asked for the Town Council to consider placing a curfew order for the residents to stay in place.

There was a brief discussion on other surrounding cities curfew orders due to the ongoing national emergency; proposed times for a curfew to start at 11:00 p.m. to 5:00 a.m. for all non-essential population; curfew for minors; the Mayor discretion to imposed the curfew order; Miami Dade County Mayor office emergency orders to imposed closures for non-essential businesses to close; the feasibility to provide senior and students with meals; the meals on wheels program; directed staff to seek options on how to provide the residents who need meals; possible non-profit organizations that could help distribute food to the needy families.

Town Manager Jimenez stated he will study the feasibility and resources to distribute meals to the residents and students in need.

There being no further business to discuss meeting was adjourned at 9:43 a.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A REGULAR MEETING**

A Virtual Meeting of the Town Council was held on Monday, April 6th, 2020 at 9:30 a.m. via the Zoom Platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

CONSENT AGENDA:

Item 1. Consideration and Approval of contract award to KCI Technologies, Inc. in the amount of \$32,060 for the design build services for the SCADA System for the main lift station at Town Hall.

Item 2. Approval of a proposal from Lakes Engineering, Inc. in the amount of \$22,676.80 to render engineering services for the Indian Creek Bridge.

Item 3. Approval to piggyback off an existing Bal Harbour Continuing Services Agreement with Shenandoah General Construction Company and Envirowaste Services Group for Utility System Vacuum Truck Cleaning and Video Inspection Services at their respective unit rate pricing.

ACTION: Council Member Reid made a motion to approve the Consent Agenda. Mayor Bruder seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 4. Approval and Selection of an executive recruitment firm for professional services to conduct a search for a Town Manager. We also asked the firms to provide an option for the same type of search for the Town Attorney.

There was a brief discussion on the recruiting firms' proposals; the option to search for a Town Attorney was deferred to a later date; a request to have an updated process to include virtual meetings and a fixed rate of the recruiting firm travel expenses was not included as part of the proposal.

ACTION: Council Member Leonard made a motion to select Colin Baezinger & Associates as the recruiting firm for the search for the Town Manager. Council Member Reid seconded the motion and it passed by unanimous poll vote.

Item 5. Discussion and possible action requested by Council Member Leonard to implement a Town of Bay Harbor Islands stimulus package to our businesses and residents by 1) providing a business tax receipt (BTR) refund to the local Businesses that have an active BTR with the Town and 2) offer a 50% discount on summer camp fees to the Town's residents.

Council Member Leonard asked for the Town Council consideration to discuss a stimulus package for the Town's local businesses. He would like for the Town to issue refunds of the Business Tax Receipt fees paid

for the 2019 – 2020 fiscal year. He proposed a 100% refund of the fees for home-based businesses and 50% refunds for the restaurants and retail shops.

There was a brief discussion on the financial impact to the Town on the proposed refunds of Business Tax Receipt fees paid; summer camp registration fees discount; consideration on the mostly impacted business such as the restaurants, retail shops and home offices and the verification process of the business owners who were Town residents.

ACTION: Council Member Leonard made a motion to issue refunds for the Business Tax Receipt fees as follow:

1. 100% of the Business Tax Receipt fees to home-based business.
2. 100% of the Business Tax Receipt fees to restaurant
3. 50% of the Business Tax Receipt fees to retail businesses.
4. 50% off to summer camp fees for Bay Harbor Islands residents only.

Mayor Bruder seconded the motion and it failed 2-4 with, Vice Mayor Fuller, Council Members Salver, Reid and Yaffe opposed.

Mayor Bruder asked for the Council to consider a discount for Town residents for the summer camp registration.

ACTION: Council Member Leonard made a motion to provide a 50% discount for the 2020 Summer Camp to Bay Harbor Islands residents only. Mayor Bruder seconded the motion and it passed unanimously.

There being no further business to discuss meeting was adjourned at 10:21 a.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING**

A Virtual Special Meeting of the Town Council was held on Wednesday, April 22, 2020 at 5:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Discussion regarding a selection of an interim Town Manager to be effective May 7th, 2020.

Council Member Leonard nominated Assistant Town Manager / Finance Director Melissa Cruz to be appointed as Interim Town Manager.

Assistant Town Manager / Finance Director Cruz stated that she would accept the nomination but will need additional support for the Budget process from now to August.

There was a detailed discussion on the possible candidate that included Human Resources Manager Jenice Rosado, Building Official Eliezar Palacio and Town Clerk Marlene Siegel; the timeline of the budget process; Town Manager search process was estimated to take 4 to 6 months and opposition to bring an outside consultant to help with the Budget process and estimated cost to hire a financial consultant range over \$20,000.

Council Member Leonard made a motion to appoint Melissa Cruz as the Interim Town Manager. Council Member Tricoche seconded the motion.

There was a brief discussion on the costs to hire an outside financial consultant to help during the budget process versus the appointment of Town Clerk Siegel that had no financial impact the Town.

At this time Council Member Leonard withdrew his motion to appoint Ms. Cruz as Interim Town Manager.

ACTION: Council Member Salver made a motion to appoint Town Clerk Marlene M. Siegel as Interim Town Manager and Alba L. Chang as Interim Town Clerk effective April 24, 2020 with the following condition.

1. Upon the appointment of a permanent Town Manager, Marlene M. Siegel shall resume her role as Town Clerk and Alba L. Chang shall resume her role as Deputy Town Clerk.

Council Member Reid seconded the motion and it passed 6-1, with Council Member Leonard opposed.

Town Attorney Simone stated that it was the Town Council discretion to allow for Town Manager J.C. Jimenez to take the 60-day period off and be paid for his benefits during that time.

ACTION: Council Member Salver made a motion to accept JC Jimenez resignation letter and allow for him to take the 60-day period off and be paid for all his benefits. Council Member Yaffe seconded the motion and it passed unanimously.

Item 2. Request from the office of the Town Attorney to announce a closed litigation meeting to discuss the following matters:

- a. Cone & Graham litigation;
- b. Heavy Civil demand letter;
- c. Possible action against Sherman & Sherman, P.A.

Town Attorney Simone requested the Town Council have a Closed Session to discuss litigation matters regarding Cone & Graham. A date will be provided by the Town Clerk's office for either May or June.

Item 3. Any other matters of concern to the Town Council.

Council Member Reid would like legislation on the waterfront lots. She explained that she received several complaints from resident regarding the vacant waterfront lots and she wants to protect the Town liability. She asked if the Town could contact the property owners to mitigate the ongoing issue of people trespassing.

Town Attorney Simone suggested to have the Code Compliance and the Police Department to enforce the trespassing.

Town Manager Jimenez stated that he has spoken to the Police Department on the enforcement for the vacant waterfront lots.

There being no further business to discuss meeting was adjourned at 5:43 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING**

A Virtual Special Meeting of the Town Council was held on Thursday, May 14, 2020 at 5:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Report by Interim Town Manager Siegel regarding the Coronavirus / COVID-19 Financial impact.

Interim Town Manager Siegal report on the Coronavirus / COVID-19 financial impact to the Town which includes the revenue collections from the park summer camp; licenses; building department; causeway funds and reserves.

The causeway reserves balance was currently at \$11,000,000 and have identify possible cost savings from all departments to mitigate the financial impact. The following measures were taken:

- Furlough part time employees in the community center and crossing guards.
- Implemented a freeze on new hires.
- No overtime unless approved by the Town Manager.
- All employees continuing education to conference were cancelled unless a license was required.
- Analyze contract renewals with vendors for cost savings.
- There will be no vacation pay outs.
- Across the board salary reduction were considered.

Council Member Leonard would like to have a report and projections on all areas.

Mayor Bruder thanked the Town Manager for the comprehensive report and did not want to consider any employees lay off and would rather have salary cuts but no employees' furloughs.

Item 2. Discussion and possible action requested by Interim Town Manager Siegel on the partial re-opening of the 98th Street Scott Winter Park, 95th Street Park and the Tennis Courts.

Miami Dade County had several discussions as it relates to the re-opening of Parks. Interim Town Manager Siegal recommended the 98th Street Park and 95th Street Park re-open on a test basis to be monitor by staff and following the CDC recommendation on social distancing. Town parks will be open to Town residents only.

The Tennis Pro will be responsible for following the safety guidelines at the Tennis Courts. Re-opening times for practice will be limited during the re-opening phase.

Basketball courts will not be re-opening at this time.

There was a brief discussion on the posting of signs at the Town Parks and enforcement on mask.

Item 3. Discussion requested by Interim Town Manager Siegel on the re-opening plan for Town Hall to resume normal operations.

Interim Town Manager Siegel explained that Town Hall was fully operational all services were being provided and staff was being rotated to work onsite and from home. The Town Shuttle Bus also start it normal operations and have taken all necessary precautions.

Item 4. Discussion requested by Council Member Tricoche on the feasibility to offer Town residents a \$500 rental assistance grant.

Council Member Tricoche stated that she was approach by several residents on the how Covid-19 has had financial impact many residents and they were unable to pay for their monthly rent. She urged the Council to consider offering the Town residents some financial relief by offering 10 individual \$500 grants for rental assistance. She suggested for the Town to make a direct \$500 payment or coordinate the credit directly with the property owner.

Council Member Salver thought it was a great idea but felt that Town did not have the resources other bigger cities currently have to accomplish the goal. He also stated that the Town was not in a position to fund the project at this time and that most cities that offer such relief received federal funds for housing support.

Council Member Leonard supported the effort and wanted to help the Town residents and suggested a lottery system and pay the property owner directly.

There was a brief discussion on the amount of grants; lottery system; Town inability to collect federal funding for the grants; how to create a system to select the applicants; conditions of the property and the Town ability to fund the proposed project.

ACTION: Council Member Tricoche made a motion to appropriate a total of 40 grants in the amount of \$250 each from the General Reserves Fund for rental assistance to Town residents. Council Member Leonard seconded the motion and it failed 2-5 with Mayor Bruder, Vice Mayor Fuller, Council Members Reid, Salver and Yaffe opposed.

Item 5. Announcement to the public of a Closed Session Meeting scheduled for Thursday, May 14th, 2020 at 5:05 p.m. for the purpose of discussing settlement negotiation, strategy, cost of litigation and expenditures in the following case:

Cone & Graham, Inc. vs. Town of Bay Harbor Islands

Case #2019-035332-CA-01 filed in Circuit Court of the 11th Judicial Circuit in and for Miami Dade County, Florida.

At 6:07 p.m. Mayor Bruder announced the Closed Session for the purpose of discussion litigation regarding the Cone & Graham meeting was expected to take approximately 20 minutes.

Public Meeting was paused for the closed session.

At 6:46 p.m. the Mayor and Town Council reconvene the public meeting to announce the end of the Closed Session.

There being no further business to discuss meeting was adjourned at 6:46 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

DRAFT

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING

A Virtual Special Meeting of the Town Council was held on Monday, June 8, 2020 at 5:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

SPECIAL PRESENTATION:

Item 1. Introduction of Miami Dade County Judge Christine Bandin - Domestic Violence Division.

Mayor Bruder welcomed Miami Dade County Judge Christine Bandin – Domestic Violence Division. She reminded and welcomed the Town Council to her Court room and would like the Town residents support as she was on the Ballot for the August 18th Election.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

Item 2. Report on grant funding opportunities for the Town.

Interim Town Manager Siegel reported and provided the Town Council with a wish list of grant opportunities.

Council Member Leonard suggested for the Town to apply for the Economic Grant for the Business District and urged the Town Council to support the item.

Item 3. Report on the Town's Summer Care Program

Town Manager reported the Town plan for the re-opening of the Summer Care Program for June 22nd will be as follow:

- Summer Care Fees will have a 50% discount for Town residents.
- 50% intake of kids due to the covid-19 and CDC recommendation for social distancing.
- Outside activities will be limited.
- Camp applications will be process online only.
- Proof of residency will be required.
- Dog Parks will be re-opened from 8:00 a.m. to 11:00 a.m. and 5:00 p.m. to 8:00 p.m.
98th Street Park; 92nd Street Park, following Miami Dade County and CDC Guidelines.
- Tennis Courts will be open for double pay.
- Virtual Vulnerability Assessments Meeting was schedule for June 9th at 5:00 p.m.

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

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

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and suggested for all the Town to be re-opened so that the kids can play outside.

Frances Neuhut, 1060 Kane Concourse, came forward and suggested a moratorium on utilities poles.

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.)

Item 4. Approval of the following Meeting Minutes:

- a. May 13th, 2019 - Regular Council Meeting
- b. September 17th, 2019 - Second Budget Public Hearing
- c. September 17, 2019 - Public Hearing

Item 5. Consideration and approval of a resolution requested by Mayor Bruder and co-sponsored by Council Member Leonard supporting the Anti-Defamation League as they stand against the targeting of individual communities during the COVID-19 pandemic.

Item 6. Consideration and Approval of a request by Council Member Leonard to purchase a sponsorship package in the amount of \$1,500 to attend the Save Dade 2020 Champions of Equality Event to be held on August 28, 2020.

Item 7. Consideration and Approval of an Inter local Agreement with Miami Dade County which would allow Bay Harbor Islands Police to enforce sections of the Miami Dade County Code, including but not limited to the ability to issue civil violations notices.

Item 8. Consideration and Approval by B H Investment, LLC for a temporary sales center for project that will be built on 1135 103rd Street also know as "Onda". The proposed temporary structure would be built just east of the proposed project, to be located at 10301 East Bay Harbor Drive.

Item 9. Consideration and Approval of Change Order #1 and #2 in favor of JVA Engineering in the total amount of \$54,602.90 for work associated with BC 154 Broad Causeway Enhancement Project. Enclosed are copies of the change orders. The Change Order were approved by FDOT and will be reimbursed as part of the grant.

ACTION: Council Member Leonard made a motion to approve the consent Agenda. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

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

Item 10. Consideration and approval to piggyback off the City of Largo, Florida contract with LMK Pipe Renewal in the amount of \$500,000 for the continuation of sanitary sewer Cured-in-Place Pipe (CIPP) lining. This project will take advantage of a \$250,000 matching grant.

ACTION: Council Member Leonard made a motion to approve the contract LMK Pipe Renewal in the amount of \$500,00. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 11. Discussion requested by Council Member Yaffe regarding the next phase for the Town-owned waterfront lot located at 9600 West Bay Harbor Drive.

Interim Town Manager Siegel reported that property will undergo the design phase some time year. The Town will need to budget for the design phase.

Council Member Yaffe would like a faster process to design the waterfront park and suggested funding the next construction phase by utilizing funds from the general reserves.

There was a brief discussion on the \$500,000 to be paid to the Town from the previous owner / developer; developer will pay the funds once a building permit was pulled for the 1177 Kane Concourse project; projections for the require staff; discussion of the park design to be sent to the Park & Recreation Committee for ideas and design.

There being no further business to discuss meeting was adjourned at 5:50 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING

An Emergency Special Meeting of the Town Council was held on Thursday, June 18, 2020 at 3:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Approval and authorization for the Interim Town Manager to execute an amendment to the Inter Local Agreement with Miami Dade Public School Board to allow the Town to operate its Summer Care Program at the Ruth K. Broad Bay Harbor K-8 Center during the COVID-19 Pandemic in compliance with CDC and County Mayor's Emergency Orders. Enclosed is a copy of the proposed amendment and a Waiver that will be signed by Camp participants.

Interim Town Manager Siegel explained that the Miami Dade County Public School Board submitted an amendment to the Inter Local Agreement due to the Coronavirus Covid-19 and for liability purposes.

Vice Mayor Fuller was opposed to the proposed inter local agreement with the School Board. He felt that the proposed agreement could possibly default on the original agreement and there may be legal flaws to the agreement that needed to be reviewed.

There was a detailed discussion on the agreement language possible breach of the original interlocal agreement with the School Board; suggestion for staff and legal attorney to come to an agreement; Town Attorney suggested to amend the language of the first amendment only and the reports of a third party complaints to the school board regarding the tennis courts that lead to the tennis courts closure.

ACTION: Consensus was for Town Attorney Simone, staff and School Board continue to review the agreements with the proposed language and the item will be brought back to the Town Council for consideration.

Item 2. Approval and authorization for the Interim Town Manager to execute an amendment to the Tennis Courts Lease with Miami Dade County School Board for the use of the Tennis Courts during the COVID-19 pandemic in compliance with CDC recommendations and the County Mayor's Emergency Orders.

Miami Dade County School Board ("property owners") requested the Town execute an amendment to the Tennis Courts Lease for the use of the Tennis Courts during the Covid-19 Pandemic. The proposed agreement was assurance for the Town to be in compliance with Miami Dade County Emergency Orders and CDC recommendations due to Covid-19 Pandemic.

ACTION: Consensus was for staff to come back after a discussion with Miami Dade County School Board on the proposed language.

There being no further business to discuss meeting was adjourned at 3:30 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING**

An Emergency Special Meeting of the Town Council was held on Monday, June 22, 2020 at 5:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Approval and authorization for the Interim Town Manager to execute an amendment to the Inter Local Agreement with Miami Dade Public School Board to allow the Town to operate its Summer Care Program at the Ruth K. Broad Bay Harbor K-8 Center during the COVID-19 Pandemic in compliance with CDC and County Mayor's Emergency Orders. Enclosed is a copy of the proposed amendment and a Waiver that will be signed by Camp participants.

PUBLIC COMMENT

France Neuhut, 1060 Kane Concourse, came forward and was confused with the proposed agreement as presented. She felt that the Town already had an inter local agreement with the school board.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed amendment to the inter local agreement with Miami Dade Public School Board. Council Member Tricoche seconded the motion and it passed unanimously.

Item 2. Approval and authorization for the Interim Town Manager to execute an amendment to the Tennis Courts Lease with Miami Dade County School Board for the use of the Tennis Courts during the COVID-19 pandemic in compliance with CDC recommendations and the County Mayor's Emergency Orders.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with the proposed amendment to the Tennis Courts.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed amendment to the Tennis Courts Lease with Miami Dade County School Board. Council Member Tricoche seconded the motion and it passed unanimously.

There being no further business to discuss meeting was adjourned at 6:20 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

DRAFT

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING

A Virtual Special Meeting of the Town Council was held on Monday, July 7, 2020 at 5:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Presentation by Colin Baenziger & Associates of candidates for the position of Town Manager and selection by the Town Council of the finalists.

Colin Baenziger presented the Town Council with a list of the top 12 finalist which included Steven Alexander, Paul Carlisle, Glenn Cullen, Matt Garside, Stanley Hawthorne, Joe Kerby, Kevin Krutson, Maria Lasday, Len Sossamon, Chris Steers, Kathie Brooks and Bob Zienkowski.

There was a detailed discussion on the top candidates experience as Assistant Town Manager versus Town Manager; candidates' qualifications / certifications; education; connection to South Florida; review of the time served with previous employers.

ACTION: Town Council selected the following six candidates to move forward with the next phase of the interview process.

1. Steven Alexander
2. Kathie Brooks
3. Glenn Cullen
4. Stanley Hawthorne
5. Maria Lasday
6. Christopher Steers

The next phase will be for the Town Council and the six selected candidates to do in-person and/or virtual meetings.

Item 2. Other matters of concern of the Town Council.

Interim Town Manager Siegel explained that the Town conducted a Request for Proposal (RFP) for professional legal services and only received three proposals. She requested the Town Council direction on how they wish to proceed and if they would like to hire a search firm for the professional legal services.

There was a brief discussion on re-advertising the Request for Proposal for a longer period of time and open the advertising to other avenues such as the Florida Bar Journal, Miami-Dade County League of Cities and Florida League of Cities.

Consensus was for staff to re-advertise the RFP for professional legal services in more venues for a longer period to get more proposals.

Vice Mayor Fuller provided in update on the FAA proposed flight pattern. The Town succeeded in avoiding a landing pattern over Bay Harbor Islands, however we are trying to obtain an answer as far as the training pattern and how it could impact the Town. He also reported that the City of Miami Beach lobbied to change one of the take-off pattern over the intra-costal, ocean and North Miami. However, even though the pattern was not directly over the Town it was in such proximity that Town will see an impact in noise decibels.

Vice Mayor Fuller will continue to work with local congress members as it relates to this matter. He will continue to update the Town on any modifications.

There being no further business to discuss meeting was adjourned at 6:10 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 7.

ITEM: Consideration and Approval of the Regular Council Meeting dates for the 2021 calendar year. Enclosed is a copy of the proposed dates.

DESCRIPTION:

The 2021 proposed regular council meeting dates have been revised and schedule for the second Wednesday of the month with the following exception:

Thursday, September 9th, 2020 due to the Rosh Hashanah Holiday.

Enclosed is a list of the proposed dates.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 2021 meeting dates-TC_REV



**REGULAR COUNCIL MEETING
MEETING DATES - 2021
(second Wednesday of each month)**

Council Meeting Dates
Wednesday, January 13th
Wednesday, February 10th
Wednesday, March 10th
Wednesday, April 14th
Wednesday, May 12th
Wednesday, June 9th
Wednesday, August 11th
Thursday, September 9th *
Wednesday, October 13th
Wednesday, November 10th

*September 6-8 Rosh Hashanah

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 8.

ITEM: Consideration and Approval to carry-forward unexpended appropriations from the 2019-2020 budget year into the 2020-2021 fiscal year. Enclosed is a Memorandum provided by the Finance Director.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Maria Lasday, Town Manager

ATTACHMENTS

1. Carryforwards 093020

DATE: DECEMBER 11, 2020
TO: MARIA LASDAY, TOWN MANAGER
FROM: MELISSA CRUZ, ASSISTANT TOWN MANAGER/CFO
RE: CARRYFORWARD OF FUNDING INTO THE 2020/2021 BUDGET

Description	Funding Account	Amount to Carryforward into 20/21
HR - Employee Banquet	001-5137-400048.000	17,500.00
Consultant for Town Hall Renovation design	001-519.0-400034.000	75,000.00
Town Hall Renovation	001-519.0-400063.000	118,500.00
IT - PCI Compliance	001-513.5-400049.000	3,000.00
IT work order software	001-513.5-400066.000	7,000.00
Town Clerk Document Scanning	001-512.5-400031.000	10,000.00
PD - Patrol Shields	001-521.0-400064.000	5,425.00
PD - LPR System	001-521.0-400064.000	8,000.00
PD - Rifle Plates	001-521.0-400064.000	5,400.00

TOTAL	\$ 249,825.00
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AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an agreement between the Town and David Caserta Government Relations, Inc for consulting services related to government relations efforts at the State level. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The proposed agreement between the Town and David Caserta Government Relations, Inc. is for consulting services related to government relations efforts at the State level.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Town Lobbyist	1/14/2021	\$50,400.00	001.5120.400031		\$50,400.00

Submitted By: Alba Chang, Deputy Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. Dave Caserta bay harbor agreement2020-21

AGREEMENT

This Agreement for services is entered into this 1st day of November 2020 by and between, Town of Bay Harbor Islands (Town @ 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154) and David Caserta Government Relations, Inc., (Consultant@ 15165 NW 77th Avenue #1001, Miami Lakes, Florida 33014).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government action. Consultant's services are limited to providing the above stated service and Consultant is

not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

.
3. Term. The term of this Agreement shall commence effective as of November 1, 2020 and end on October 31, 2021.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Fifty Thousand Four Hundred Dollars (\$50,400.00) for services. Fee shall be payable as follows;

- \$4,200.00 payable on November 1, 2020.
- \$4,200.00 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2021, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to \$4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or

representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

David Caserta Government Relations, Inc.

By: _____
David Caserta, President (Consultant)

Town of Bay Harbor Islands,
through its Town Manager

By: _____
Maria Lasday, Manager

(Town Seal)

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an Employment Agreement with the Chief of Police, Raul M. Diaz. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

Consideration and Approval of an Employment Agreement between the Town and Chief of Police Raul M. Diaz.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Chief of Police Raul Diaz salary was budgeted in the 2020/ 2021 fiscal year.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 2020.12.15 V2 EXECUTION VERSION - DIAZ- Chief of Police Employment Agreement

**TOWN OF BAY HARBOR ISLANDS
CHIEF OF POLICE
EMPLOYMENT AGREEMENT**

THIS CHIEF OF POLICE EMPLOYMENT AGREEMENT ("Agreement") executed on this ____ day of January 2021, is by and between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation ("Town"), and Raul M. Diaz ("Diaz" or "Town Chief").

WITNESSED:

WHEREAS, the Town agrees to employ the services of Diaz as the Town's Chief of Police; and

WHEREAS, the Town desires to provide for certain benefits and compensation for the Town Chief and to establish conditions of employment applicable to the Town Chief; and

WHEREAS, Diaz desires to accept employment as the Chief of Police of the Town under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The Town hereby hires and appoints Diaz as its Chief of Police, under the terms established herein, to perform the duties and functions specified by State Law, the Town Charter and the Town's Code of Ordinances ("Code") and to perform such other legally permissible and proper duties and functions as the Town Manager shall assign to the Town Chief.

B. The Town's employment of Diaz as the Chief of Police shall commence on December 14, 2020 ("Commencement Date").

C. This Agreement shall remain in effect from the Commencement Date until terminated by the Town or Diaz, as provided for in this Agreement ("Term").

Section 2. Duties and Obligations.

A. The Town Chief shall fulfill and perform all duties, responsibilities, and obligations set forth in State Law, the Town Charter and Code, and the Collective Bargaining Agreement ("CBA"), as the Chief of Police of the Town to the best of his abilities, in a professional fashion, with full decorum, as historically required of the Chief of Police of the Town, and pursuant to the Code of Ethics of the International Association of Chiefs of Police, applicable local, county, state and federal ethics codes, and the Town's Employee Policies & Procedures Manual ("Employee Manual"), all of which may be amended from time to time.

B. The position of the Chief of Police is an exempt position pursuant to the federal Fair Labor Standards Act. The Town Chief shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, to ensure the proper oversight of the Town's Police Department. The Town Chief shall attend all regularly scheduled meetings of the Town Council and make himself accessible to the Town Manager, Town employees, Town agents, and Town residents. The Town Chief shall perform routine visits and oversight of various patrol shifts on weekends, as reasonably required. The Town Chief shall also attend all Town sponsored events held on weekends, if requested by The Town Manager, unless the Town Chief is on scheduled leave. The Town Chief shall be on call 24 hours a day to respond to emergencies within the Town and shall inform the Town Manager of such emergencies as soon as reasonably practical.

C. In the event the Town Chief is unable to perform his duties for more than fourteen (14) consecutive days, the Town Manager shall designate an Acting Town Chief in accordance with the Town Charter and Code.

Section 3. Salary and Evaluation.

A. The Town shall initially pay the Town Chief an annual base salary of one hundred fifty thousand dollars (\$150,000.00) payable in equal installments at the same time that all other Town employees are paid.

B. The Town, with the Town Manager's approval, will provide the Town Chief with the same cost of living adjustments that it provides to the Town's full-time employees who are not covered by the CBA ("Town Employees").

C. The Town Manager may increase the Town Chief's base salary in such amounts as may be permitted in the Town's Budget and on the basis of an annual performance evaluation of the Town Chief. Such evaluation shall be in such form as the Town Manager deems appropriate and the first evaluation shall be conducted on the one (1) year anniversary of this Agreement, and, thereafter on each annual anniversary of this Agreement.

D. The Town Manager's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with any material provision of this Agreement.

Section 4. Automobile Allowance, Communications, and Computer Equipment.

A. The Town shall provide the Town Chief with a take home police automobile to use for Town business purposes pursuant to the Employee Manual.

B. The Town shall provide the Town Chief with a Town cell phone to use for Town business purposes as set forth in the Employee Manual.

C. The Town shall provide the Town Chief with a laptop computer to use for Town business purposes as set forth in the Employee Manual.

Section 5. Dues and Subscriptions.

The Town agrees to pay the Town Chief's reasonable and customary professional dues and subscriptions that are necessary for full participation in national, regional, state, and local associations and organizations for the Town Chief's growth and advancement for the Town, including the Miami-Dade Chief of Police Association, the Florida Police Chiefs Association, Federal Bureau of Investigations National Academy Associates, Police Executive Research Forum and the International Association of Chiefs of Police. The Town shall pay other dues and subscriptions on behalf of the Town Chief as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Manager.

Section 6. Professional Development.

Subject to the Town Manager's prior approval, the Town agrees to pay reasonable and customary travel and per diem expenses for the Town Chief's travel to and attendance at the Miami-Dade Chief of Police Association, the Florida Police Chiefs Association, and other seminars, conferences, committee meetings, and police chief training as the Town Manager deems appropriate.

Section 7. Community Involvement.

The Town recognizes the desirability of representation in and before local civic and other organizations and encourages the Town Chief to participate in these organizations to foster a continuing awareness of the Town's Police Department's activities.

Section 8. Vacation, Sick Time, and Military Leave.

The Town Chief shall receive the same vacation, sick time, and military leave that the Town Employees receive, pursuant to the Employee Manual.

Section 9. Paid Holidays.

The Town Chief shall receive the same paid holidays that the Town Employees receive, as set forth in the Employee Manual.

Section 10. Health, Dental, Life, Vision, and Disability Insurance.

The Town Chief shall be eligible to participate in the Dental, Life, Health, Vision and Disability Insurance that are offered to the Town's Employees, pursuant to the Employee Manual and all terms and conditions of such insurance plans and policies required by the Town's insurance companies.

On the effective date of this Agreement and during each annual open enrollment period, the Town Chief must inform the Town's Human Resources Manager of the Town Chief's election as to whether he wishes to: a) participate in the Town's Health Insurance plan; or b) receive a monthly

stipend from the Town in lieu of participating in the Town's Health Insurance plan. In the event that the Town Chief elects to receive a monthly stipend from the Town in lieu of participating in the Town's Health Insurance plan, then the amount of the monthly stipend shall be fifty percent (50%) of the monthly health insurance premium paid by the Town for individual HMO coverage, but in no event less than \$350.00, per month.

Section 11. Pension/Retirement/457 Plan.

The Town Chief shall be eligible to participate in the Pension, Retirement, and 457 plan(s) that are offered to the Town's Employees, pursuant to the Employee Manual, except as otherwise provided by Article VIII of the Town Code – Special Funds and Benefits for Policemen (as may be amended from time to time), and all terms and conditions of such plans and policies required by the Town's sponsors and plan administrators.

Section 12. Termination by the Town and Severance Pay.

A. The Town Chief is an employee at will. The Town Manager may terminate this Agreement and the Town Chief's employment with the Town at any time, with or without cause.

B. Should the Town Manager terminate the services of the Town Chief "without cause," within ten (10) business days following such termination: 1) The Town Chief shall return to the Town Manager any and all Town property which the Town Chief has in his possession, use and/or control; and 2) the Town shall pay the Town Chief any sum required by the Employee Manual. The Town Chief shall also be paid a lump sum severance pay equal to twelve (12) weeks of his base salary ("Severance Pay") in exchange for the Town Chief's execution of a general release of all claims that the Town Chief may have against the Town, its Council Members, agents, attorneys, insurers, and employees for all matters related to, arising out of, or concerning this Agreement and the Town Chief's employment from the beginning of time until the date of the general release ("General Release"). The General Release shall be prepared by the Town Attorney.

C. Should the Town Manager terminate the services of the Town Chief "with cause," within ten (10) business days following such termination: 1) The Town Chief shall return to the Town Manager any and all Town property which the Town Chief has in his possession, use and/or control; and 2) the Town shall pay the Town Chief any sum required by the Employee Manual. The Town shall not be obligated to pay the Town Chief's Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town Chief's execution of the General Release. For purposes of this Agreement, termination "with cause" is defined as any of the following:

1. Misconduct as defined by Florida Statutes §443.036(29) (as may be amended).
2. Misconduct as defined by Florida Statutes §838.022(as may be amended).

3. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Chief's duties and responsibilities.
4. Conviction or a plea of guilty or no contest to a misdemeanor or felony, whether or not adjudication is withheld.
5. Neglect of any duty or obligation, including the inability or unwillingness to properly discharge the responsibilities of the Town Chief, as directed by the Town Manager
6. Violation of the Employee Manual, which would subject any Town Employee to termination.
7. The commission of any fraudulent act against the interest of the Town.
8. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
9. A violation of the Code of Ethics of the International Association of Chiefs of Police, and any applicable local, county, state, and federal ethics codes.

Section 13. Resignation/Termination by the Town Chief.

The Town Chief may resign and terminate this Agreement at any time by delivering to the Town Manager a written notice of resignation not later than sixty (60) days prior to the effective date of the termination. If the Town Chief terminates this Agreement, the Town Chief shall only be entitled to such sums as required by the Employee Manual. The Town shall not be obligated to pay the Town Chief Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town Chief's execution of the General Release. The Town shall have no further financial obligation to Town Chief pursuant to this Agreement. The Town Chief shall return to the Town any and all Town property which the Town Chief has in his possession, use and/or control within ten (10) days of his termination.

Section 14. Disability.

If the Town Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any leave authorized by the Employee Manual, the Town shall have the option to terminate this Agreement, and the Town Chief shall receive the Severance Payment in exchange for the General Release (if Town Chief or Town Chief's guardian or attorney in fact or law is lawfully capable of executing the General Release).

Section 15. Indemnification.

The Town shall indemnify the Town Chief as set forth in Section 2.2 of the Code (as may be amended from time to time). The Town, however, shall not be required to indemnify the Town Chief and shall not be liable for the acts or omissions of the Town Chief committed while acting outside the scope of his duties as required by this Agreement, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human life or property (“Unauthorized Acts”). The Town Chief shall indemnify and hold the Town harmless from and against all claims and damages including legal fees and expenses that the Town may incur or otherwise pay, for or on his behalf, or in connection with the Unauthorized Acts.

Section 16. Bonding.

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Chief under any policy, regulation, ordinance or law.

Section 17. Attorneys’ Fees.

If any litigation is commenced between the parties concerning, relating to, or arising out of this Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorneys’ fees and costs incurred in connection therewith, including appellate fees and expenses. The prevailing party shall also be entitled to receive all reasonable attorneys’ fees and costs incurred to litigate the amount of reasonable attorneys’ fees that shall be awarded pursuant to this section.

Section 18. General Provisions.

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

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

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Town Chief.

D. This Agreement contains the entire Agreement of the parties and supersedes any prior conversation, negotiation, or understanding applicable to the matters set forth herein. This Agreement may only be revised or amended in writing signed by both parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Miami-Dade County, Florida.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Signed copies shall be valid for all purposes in lieu of originals.

H. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. This Agreement shall not be effective until it is: a) signed by all parties; and b) approved by the Town Council.

Executed by the TOWN this _____ day of January, 2021.

TOWN OF BAY HARBOR ISLANDS

By: _____
MARIA LASDAY,
TOWN MANAGER

ATTEST:

MARLENE M. SIEGEL,
TOWN CLERK

Executed by the TOWN CHIEF this _____ day of January, 2021.

Witnesses:

Signature

Print Name

Signature

Print Name

By: _____
RAUL M. DIAZ

Town

Diaz

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 11.

ITEM: Consideration and approval of a renewal of a Mutual Aid Agreement with the Miami Dade County and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. Miami Dade Communications MOU



Integrity • Respect
Service • Fairness

Miami-Dade Police Department

Office of the Director
Police Legal Bureau
9105 NW 25th Street • Room 3069
Miami, Florida 33172-1500
T 305-471-2550

miamidade.gov

October 19, 2020

Bay Harbor Islands Police Department
Pablo Lima, Chief
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Dear Chief Lima:

Subject: Interlocal Agreement between Miami-Dade County, by and through the Miami-Dade Police Department, and all other first responder agencies

We are providing three originals of the Interlocal Agreement between Miami-Dade County, by and through the Miami-Dade Police Department, and all other first responder agencies. The enclosed originals have been signed by Miami-Dade County, and now require signature by the Town of Bay Harbor Islands. Once the enclosed agreements have been fully executed by the Town, please keep one for your records and return the other two to my attention at:

9105 NW 25th Street, Suite 3042
Doral, Florida 33172

If you have any questions regarding this matter, please contact Ms. Lyssa Fordin at (305) 471-2503. We look forward to continuing our partnership on these important public safety initiatives.

Sincerely,

Janet Lewis
Commander

Enclosures



**INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND ALL FIRST RESPONDER AGENCIES
OPERATING IN MIAMI-DADE COUNTY
FOR DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC
SAFETY ANSWERING POINTS AND FIRST RESPONDER AGENCIES**

This Interlocal Agreement is made and entered into by and between Miami-Dade County as the metropolitan sheriff operating by and through the Miami-Dade Police Department (hereinafter, the COUNTY) and all first responder agencies operating within Miami-Dade County (See Exhibit A), including those agencies that operate their own 911 public safety answering points (See Exhibit B) (hereinafter, FIRST RESPONDER AGENCY(IES)).

WHEREAS, it is the responsibility of the sheriff of Miami-Dade County, Florida, to ensure that each 911 public safety answering point (hereinafter, PSAP) is capable of direct radio communications with first responders and dispatchers within the surrounding area for which the PSAP would not otherwise provide dispatch; and

WHEREAS, public safety is best served when emergency services are dispatched appropriately and neighboring first responder agencies can share information and communicate seamlessly in the event of an emergency, even when calls are misrouted based on the geographical location from which the call originated; and

WHEREAS, section 365.179, Florida Statutes requires each sheriff, in collaboration with all first responder agency heads in his or her county, to facilitate the development and execution of written interlocal agreements between all primary first responder agencies within the county to coordinate direct radio communication between 911 PSAPs and FIRST RESPONDER AGENCIES regarding dispatch and communication protocols; and

WHEREAS, each agreement must establish written protocols that outline circumstances and public safety emergencies under which a PSAP will directly provide notice by radio of an emergency to the on-duty personnel of a first responder agency for which the PSAP does not

provide primary dispatch functions; and

WHEREAS, each agreement must require the PSAP to have direct radio contact with primary first responder agencies and their dispatchers, for whom the PSAP can reasonably receive 911 communications, without having to transfer a 911 communication to another PSAP or dispatch center for dispatch; and

WHEREAS, each PSAP must be capable of immediately broadcasting 911 communications or public safety information over the primary radio dispatch channels of each first responder agency in the county it serves, except in those first responders service areas where the PSAP cannot reasonably receive 911 calls; and where a county or jurisdiction has multiple PSAPs, each PSAP must have this capability.

WHEREAS, unless technologically precluded due to radio incompatibility, upon written request from a law enforcement agency head, a law enforcement agency head in the same county or in an adjacent jurisdiction in another county must authorize the requesting agency to install the responding agency's primary dispatch channel or channels in the requesting agency's PSAP, dispatch center, or mobile or portable radios; and

WHEREAS, the COUNTY provides primary police service and/or dispatch service for 28 of Miami-Dade County's cities (herein, COUNTY PSAP) with seven entities maintaining their own police departments and PSAPs (hereinafter, OTHER PSAPs); and

WHEREAS, the Parties are entering into this Interlocal Agreement pursuant to section 365.179, Florida Statutes.

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned first responder agencies and their governing bodies, as applicable, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This Interlocal Agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on-duty personnel of a FIRST RESPONDER AGENCY for which the PSAP does not provide primary dispatch functions, and methods by which agencies will conduct such communications.

SECTION II. DEFINITIONS USED HEREIN

- A. "First responder agency" includes each law enforcement agency and fire service agency that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls. See Exhibit A for a comprehensive list of first responder agencies operating in COUNTY.
- B. "911 public safety answering point" or "PSAP" means a municipal or county emergency communications or 911 call center in this state that receives cellular, landline, or text-to-911 communications. See Exhibit B for a comprehensive list of PSAPs operating in COUNTY.
- C. "Public safety emergency" is a law enforcement emergency or priority situation including, but not limited to incidents such as an active shooter, mass casualty incident, act of terrorism, civil disturbance or other similar urgent/unstable situation where serious bodily injury or the loss of human life is imminent and/or occurring. This definition excludes calls dispatched as a 3-41, a sick or injured person, wherein the emergency is entirely medical.

SECTION III. JOINT OBLIGATIONS OF THE PARTIES

- A. The Parties hereby agree to and shall, immediately upon execution of this Agreement, pursuant to Florida Statutes § 365.179(4), unless technologically precluded due to radio incompatibility, authorize any and all requesting agencies in the COUNTY or an adjacent jurisdiction to install a responding agency's primary dispatch channel or channels in the requesting PSAP, dispatch center, and/or mobile or portable radios.
- B. Each Party is required to train all applicable personnel regarding the procedures and protocols specified in this Agreement. The training must also include radio functionality and how to

readily access the necessary dispatch channels in accordance with this Agreement. Training and implementation for existing parties should be an on-going process and any new officers, deputies, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

SECTION IV. OBLIGATIONS OF THE COUNTY

- A. The COUNTY, as the sole provider of law enforcement dispatch within the COUNTY PSAP, shall at all times have installed in the COUNTY's dispatch consoles the primary dispatch channels for all Miami-Dade County FIRST RESPONDER AGENCIES.
- B. The COUNTY hereby agrees to and shall be capable of immediately broadcasting 911 communications or any other public safety information over the primary radio dispatch channels.
- C. The COUNTY shall broadcast information received via 911 or ten digit line to the dispatcher of the FIRST RESPONDER AGENCY, to include the location, nature and any other relevant information, regarding any public safety emergency on the primary dispatch channel designated as the Police Emergency Channel by all FIRST RESPONDER AGENCIES.
- D. The notification by the COUNTY on the Police Emergency Channel should be concise and directed to the dispatcher. The COUNTY shall not dispatch or direct any units of the FIRST RESPONDER AGENCY. The COUNTY may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer and public safety.
- E. The COUNTY PSAP shall, as soon as possible, under existing protocols and best practices, transfer the 911 or ten digit line caller to the FIRST RESPONDER AGENCIES' PSAP or primary dispatch so that the call taker of the FIRST RESPONDER AGENCY may have direct communication with the caller.

SECTION V. OBLIGATIONS OF FIRST RESPONDER AGENCIES

- A. In the event a FIRST RESPONDER AGENCY receives information regarding any public safety emergency and is unsure of the FIRST RESPONDER AGENCY to which such incident should be directed, the dispatcher shall broadcast the incident location, nature and any other relevant information on the Police Emergency Channel.
- B. Each of the FIRST RESPONDER AGENCIES with more than one patrol dispatch channel shall designate, identify and notify the COUNTY of the channel on which the COUNTY is to broadcast notification of any and all emergencies within the FIRST RESPONDER AGENCY's jurisdiction, regardless of the location of the emergency.
- C. Each FIRST RESPONDER AGENCY will receive the notification from the COUNTY's PSAP of a public safety emergency, and as quickly as possible, dispatch on-duty personnel to the incident based on the initial notification.
- D. If any FIRST RESPONDER AGENCY receives information in its dispatch center meeting the criteria in Section IV. C. of this Agreement through a ten digit line or other non-911 source, and the occurrence of the event is outside the FIRST RESPONDER AGENCY's jurisdiction, the FIRST RESPONDER AGENCY agrees to provide the information via radio to the COUNTY and/or FIRST RESPONDER AGENCY with jurisdiction under the criteria set forth in Section IV of this Agreement.

SECTION VI. OBLIGATIONS OF OTHER PSAPs

- A. Each OTHER PSAP shall at all times have installed in their dispatch consoles the primary dispatch channels for all Miami-Dade County FIRST RESPONDER AGENCIES unless technologically precluded due to radio incompatibility.
- B. Each OTHER PSAP shall be capable of immediately broadcasting 911 communications or any other public safety information over the Police Emergency Channel.
- C. Each OTHER PSAP shall, via the Police Emergency Channel, broadcast information received via 911 or ten digit line to the dispatcher of the FIRST RESPONDER AGENCY, including the

location, nature and any other relevant information regarding any public safety emergency.

- D. The notification by each OTHER PSAP via the Police Emergency Channel should be concise and directed to the dispatcher. The OTHER PSAP shall not dispatch or direct any units of the FIRST RESPONDER AGENCY. The OTHER PSAP may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer and public safety.
- E. Each OTHER PSAP shall, as soon as possible, under existing protocols and best practices, transfer the 911 or ten digit line caller to the appropriate FIRST RESPONDER AGENCY PSAP or primary dispatch so that the call taker of the FIRST RESPONDER AGENCY may have direct communication with the caller.

SECTION VII. MUTUAL COOPERATION

The Parties shall mutually cooperate in good faith to carry out the terms and conditions of this Interlocal Agreement. Nothing shall be construed to limit the authority of the parties hereto.

SECTION VIII. INDEMNIFICATION

Each party agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

SECTION IX. EFFECTIVE DATE, TERM AND MODIFICATION

This Agreement shall be effective when signed by all parties. This Agreement shall remain in full force and effect for 10 years from the effective date unless terminated in writing with written notice to all Parties. This Agreement may only be modified or extended in writing and upon signature of all Parties.

SECTION X. THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the Parties any right or cause of action or damages claimed against any of the Parties arising from the performance of the obligation and responsibilities of the Parties.

SECTION XI. FILING

This Agreement shall be filed by Miami-Dade County with the Clerk of the Circuit Court for Miami-Dade County, Florida, as required by Florida Statutes § 163.01(11) and provided to the Florida Department of Law Enforcement as required by Florida Statutes § 365.179(6), along with a certification that all PSAPs in the Miami-Dade County are in compliance.

SECTION XII. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties.

SECTION XIII. NON-ASSIGNABILITY

No Parties shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the Parties, which consent may be withheld within the sole discretion of any Party.

SECTION XIV. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION XV. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and

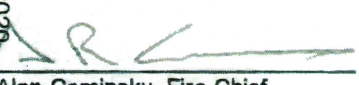
responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible, and all portions of this Agreement shall be interpreted and administered by the Parties accordingly.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

MIAMI-DADE COUNTY: as PSAP and First Responder Agency (Miami-Dade Police and Miami-Dade Fire Rescue)


for Carlos A. Gimenez
Mayor
Date 08/27/2020


Alfredo Ramirez III, Director
Miami-Dade Police Department
Date 7/19/20


Alan Cominsky, Fire Chief
Miami-Dade Fire Rescue
Date 8/5/2020

ATTEST:


Harvey Ruvin, County Clerk
Miami-Dade County, Florida
Date 8/28/20



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Assistant County Attorney
Miami-Dade County, Florida
Date

TOWN OF BAY HARBOR ISLANDS: as First Responder Agency

Maria Lasday
Town Manager

Date

ATTEST:

Marlene Siegel
Town Clerk

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Frank Simone
Town Attorney

Date

BAY HARBOR ISLANDS POLICE DEPARTMENT

Pablo Lima
Acting Chief of Police

Date

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a contract with Off Duty Management (ODM) Inc. for the off-duty assignments software upgrade to the Bay Harbor Islands Police Department. Enclosed is a copy of the contract and other supporting documents.

DESCRIPTION:

Consideration and Approval to enter into a contract with Off Duty Management (ODM) for the invoicing / payment and distribution of all off-duty assignments for the Bay Harbor Islands Police Department.

This is a NO-COST solution to the Town utilizing the ODM software and personnel to oversee the distribution, invoicing and payment of off-duty assignments. Fees associated with the use of the software and resources are paid by the vendor hiring the off-duty police officer.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. ODM Agreement
2. ODM Certificate of Liability
3. ODM FAQ's
4. ODM info
5. ODM Insurance contract



Master Services Agreement

This Master Services Agreement ("**Agreement**") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1908 Avenue D, A100, Katy, Texas 77493 ("ODM" or "Contractor") and _____ Police Department, having its principal offices at _____ ("Client"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties".

"Effective Date"

If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

"Recitals"

In consideration of the reciprocal promises, covenants and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Services

1.1 Statements of Work and the Services.

- (A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, "Statement of Work" or "SOW" means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. "Services" as used in this Agreement means, collectively, the services, deliverables and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff, and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client's off duty uniformed officer outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to: scheduling, billing, payroll, and reporting.
- (B) Each Statement of Work shall include a description of the Statement of work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.
- (C) **Customer is defined as any person or entity requesting Client's off duty officer outside employment services.**

Invoicing and Payment. Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment, and any applicable sales tax as specified in the applicable Statement of Work. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). A late payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower late payment charge, the late payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- o Prepayment Checks: There will be an additional 3.5% fee for all prepayments with checks.

- Credit Card Payments: For customers paying by credit or debit card there will be an additional 3.5% fee.
- Cancellation:
 1. Once an assignment has been approved and scheduled; Customer cancelling or reducing an assignment shall pay the full ODM administrative fees for the first 24 hours of the original assignment.
 2. Customer cancelling or reducing an assignment within 48 hours of the start of the assignment shall pay the greater of officer hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment.

2. Term and Termination

- 2.1 This Agreement is valid for a term of two years from the date of the most recent signature, unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.
- 2.2 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums.
- 2.3 Termination.
- (A) Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination. Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.
 - (B) Each party may terminate this Agreement, if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.
 - (C) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of a termination or expiration of this Agreement.
- 2.4 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses and government approvals needed to perform its obligations under this Agreement.
- 2.5 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.
- 2.6 Contractor's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the "Staff")

3. Relationship

- 3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 **Definition of Confidential Information.** All information disclosed by either Client or ODM as a **"Disclosing Party"** to the other party as a **"Receiving Party"** or otherwise learned by the Receiving Party in connection with performance of the Services here under ("Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.
- 4.2 **Ownership and Use.** The Receiving Party acknowledges that all Confidential Information remains the property of Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) subject to the Texas Public Information Act as provided by Texas Government Code 552.
- 4.3 **Protection.** ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detective and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.
- 4.4 **Security.** ODM will notify Client as soon as possible in the event it believes, or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will provide assistance in identifying appropriate information relating to the breach.
- 4.5 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing or otherwise making the information unreadable or undecipherable.
- 4.6 **Injunctive Relief.** The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property, and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Except as expressly stated herein, each party retains all right, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK software), tools, and equipment.
- 5.3 The performance of the Services may require Client to make use of ODM's proprietary technology, such as, but not limited to OfficerTRAK software, the use of which requires the acknowledgement and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

6. Warranties

6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.

6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services.

7. Insurance

ODM, at its own cost and expense, will maintain the following insurance throughout the term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$2,000,000 Each Occurrence/\$3,000,000 Aggregate
Worker's Compensation	Full statutory coverage
Employer's Liability	\$1,000,000 per occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury and property damage occurring during performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

8.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1908 Ave D, A100, Katy, Texas 77493; and

If to Client, to:

Attn: _____

8.2 Assignment and Delegation

- (a) No Assignment or Delegation. Client may not assign any of its rights nor may Client delegate any performance under this Agreement, except with the prior written consent of ODM. Any assignment of Client's rights or delegation of Client's duties are prohibited under this subsection, whether they are voluntary or involuntary, by subcontract, agency, merger, consolidation, dissolution, operation of law, change of control, or any other manner.
- (b) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.
- (c) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

8.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the applicable Division of the United States District Court where the defendant Party is located, or the Texas District Courts in the county in which the defendant Party is located, and if located in more than one county, in the county in which the principal offices of the defendant Party are

located, and all applicable appellate courts. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought in such courts.

- 8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to apply to the courts for the recovery of any direct and reasonable the costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants,) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.
- 8.5 Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.
- 8.6 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer work-site shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer work-site, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement in behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: President, Off Duty Management

Date: _____

Agency:

By: _____

Printed Name: _____

Title: _____

Date: _____

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Off Duty Management.

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 777 108th Ave NE, #200 Bellevue WA 98004		CONTACT NAME: Bobby Walpole PHONE (A/C, No, Ext): 425-586-1006 FAX (A/C, No): 425-451-3716 E-MAIL ADDRESS: Bobby_Walpole@ajg.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Steadfast Insurance Company	26387
		INSURER B : American Guarantee and Liability Ins Co	26247
		INSURER C : Travelers Casualty and Surety Co of America	31194
		INSURER D : Everest Denali Insurance Company	16044
		INSURER E : Texas Mutual Insurance Company	22945
		INSURER F : Everest National Insurance Company	10120

COVERAGES

CERTIFICATE NUMBER: 1657850979

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Errors & Omission	Y	Y	EOL0288692-02	7/30/2020	7/30/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	51CAD00644-201	6/3/2020	6/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AUC4330963-01	7/30/2020	7/30/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	0001270265 5300004780-201	6/3/2020 6/3/2020	6/3/2021 6/3/2021	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			107100159	6/3/2020	6/3/2021	Limit/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

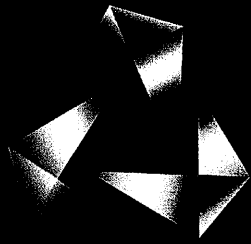
The General Liability policy includes a blanket automatic additional insured endorsement form U-GL-1175-F CW (04/13) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Waiver of Subrogation applies and primary non-contributory applies.

CERTIFICATE HOLDER**CANCELLATION**Proof of Insurance
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OFF DUTY MANAGEMENT

PEOPLE • PROCESS • TECHNOLOGY

Agency FAQs

- ***How much do your comprehensive services, insurance and software cost?***

Our comprehensive off-duty services including OfficerTRAK® software, A+ rated general liability and statutory workers' compensation insurance coverage are absolutely 100% NO COST to your municipality or officers.

- ***How much will the service cost our vendors?***

The agency's needs and requirements for their off-duty program will impact the administrative fee ODM charges the vendors. The largest admin fee influence is whether the municipality or ODM pays the officers directly. Our fee is always reasonable and ensures that all are protected by our program and the vendor receives numerous benefits that will reduce their overall costs and risk exposure.

- ***Do you require our vendors to sign a contract?***

No, we work exclusively for your municipality. We work closely with your agency to craft vendor communication explaining the how the system works, changes they will see, and new benefits they receive as a result of ODM administering your off-duty work. We work closely with any vendors that need additional questions answered.

- ***Who is at risk for non-payment?***

Off Duty Management assumes all of the financial risk for vendor non-payment. The municipality, agency and officers will never have any costs or financial responsibility for vendor delinquency or non-payment. ODM will ensure officers and agency are always paid weekly regardless of vendor payment status.

- ***How do you handle delinquent accounts? Do you send them to collections?***

Vendors are invoiced once a month with payment terms and have 30 days to pay. We will keep the lines of communication open with your agency and if a vendor becomes delinquent your agency's point-of-contact will be informed. At this point, we will work together to create a plan to remedy the situation.

- ***How are vendor complaints handled?***

Your vendors are as important to us as they are to your agency. With that being said, we will always keep you in the loop if there are any complaints regarding officers or ODM. If your vendors are unhappy, we will create a solution to fix the issue. Service is our strength. We guarantee our service!

- ***How do vendors submit a request for an officer and schedule jobs?***

Vendors can go to your agency's website and click on the portal button to submit their request. Vendors will have their own online portal to submit the request and can view the request status at anytime. Vendors can also call ODM 24/7/365 using our contact information listed on the website to submit the request directly with us.

- ***Who pays the officer?***

Off Duty Management will follow the agency's direction for officer payment. We can pay the officer directly or payment can be made to the municipality for internal payroll processing for the officer.

- ***How would the agency's policies be incorporated into ODM's practices?***

We understand that each agency is different and that is why we customize our services to fit your agency's specific policies and needs. We completely follow your rules governing your off-duty program.

- ***How do rate changes take place? Rate escalation caps?***

Our administrative fee will never change during the life of the agreement or contract with the municipality. We understand how important avoiding escalating fees are for your agency and community.

- ***How long is the contract term?***

Our typical contract is a 2-year agreement although we are open to varying options. Within our contract an agency can cancel our agreement at anytime with giving us a 30-day notice. There are no cancellation fees.

- ***What agency position is normally the ODM point-of-contact in the agency?***

The point-of-contact is determined by the agency and can include multiple individuals if needed.

- ***Do you schedule all job details or do you allow “coordinators” to schedule certain permanent details with their established “group” of officers that are familiar with the vendor?***

We can handle all scheduling for jobs and establish groups within our platform. However, your agency can still have coordinators if you choose to do so.

- ***Please elaborate on the workers’ compensation coverage that the officer will receive?***

We follow the state statute on workers’ compensation coverage. In the event that an incident occurs, the officer needs to inform us immediately and we will start working with the officer and agency on the next steps.

- ***Please elaborate on the liability coverage that is offered to the officer and to the vendors?***

We provide multi-million dollar A+ rated comprehensive liability insurance coverage to the agency, officer and vendors. The agency will be named on our COI. We are happy to provide a copy of our COI upon request.

- ***Our community partnership and officer opportunity are top priorities. Will we lose vendors and jobs when an administration fee is attached to our current rates?***

ODM hasn’t seen a net loss in hours or jobs in our history with any agency across the country. Our experience is that we actually see an increase in the number of vendors and the total number of jobs and hours available for officers to work. Additionally, the vast majority of our agency partners experience an increase in job fill rates. Our fee is very reasonable and vendors receive significant value in the form of online access to OfficerTRAK®, comprehensive liability coverage and a reduction in internal processing and labor costs.

- ***Will OfficerTRAK® replicate our current method of distributing jobs to the officers?***

Our software can easily replicate jobs by seniority, sequencing, bidding, fairness factors and immediate release to all. We have the flexibility to customize all jobs based on the agency’s needs, requirements and protocols.

- ***How do the officers sign up for the shifts?***

Officers utilize our OfficerTRAK® mobile app, available for both IOS and Android enabled devices. They have the ability to view and select the shifts they want to work based on their eligibility. OfficerTRAK® also provides all the information an officer requires to work the jobs with industry-leading features.

- ***What is the approval process for requests?***

We follow the agency’s policy and procedure guidelines for all service requests. When we receive a request that requires extra guidance before approval, we contact our designated agency liaison for direction before approving the request. Agency administrators also have realtime access to all requests in the system.

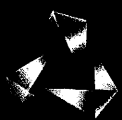
- ***How secure is the officer’s personal information within OfficerTRAK®?***

OfficerTRAK® is a secure web platform meeting PCI DSS certified security protocols. The mobile application meets the Android and Apple security requirements.

- ***Can limits be set for the number of hours/shifts an officer can work in a day/week?***

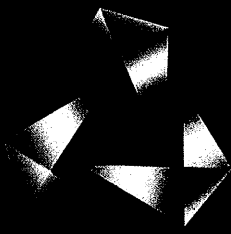
Yes, using OfficerTRAK®, we can restrict an officer’s ability to sign up for additional hours once they have met the agency’s daily, weekly or monthly off-duty hours worked threshold.

BUILT BY OFFICERS FOR OFFICERS



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Off Duty Management Service and Product Description

Off Duty Management (ODM) is a law enforcement service provider that is built by officers for officers. ODM provides a no-cost service that assists law enforcement agencies in the administration, management, and execution of their off-duty program and assignments. We are partners in the facilitation and management of the agency's program and the agency keeps 100% control and oversight. ODM eliminates most of the headaches and risks associated with running an efficient, transparent, and cost-effective off-duty program by utilizing our proprietary OfficerTRAK® technology. With over 18 years of experience working with thousands of officers and agencies, we understand off-duty work like no other company in the industry. We recognize the specific needs that our law enforcement partners have and provide a fully customizable, no-cost solution that keeps agencies completely in control while improving oversight, transparency, and accountability of their off-duty program.

We are the largest, most experienced, and knowledgeable off-duty service provider in the nation. Our services are comprehensive and customizable and include 24/7/365 service support, managing inbound service requests, scheduling, time & attendance, payroll and invoicing, risk, and liability mitigation. Our solution is powered by our proprietary OfficerTRAK® technology that is cloud and mobile app-based that makes managing, administering, and working off-duty jobs simple, easy, and secure.

When your officers are placed on an off-duty assignment through OfficerTRAK®, each one will be covered by our comprehensive A+ rated insurance coverage, including full statutory workers' compensation and multimillion-dollar liability coverage at no cost to the agency or officer.

ODM will provide the following list of services and support with no costs, fees, or charges of any kind to the agency, municipality, and officers. There will NEVER be any type of fee or cost for our services, support, or software.

ODM Service Features and Benefits:

- Full statutory workers' compensation covering the officer while engaging in all off-duty shifts scheduled through the agency and OfficerTRAK®. Our multimillion-dollar A+ rated liability insurance protects the municipality, officers, and vendors.
- ODM works exclusively and contractually for the municipality allowing the agency to maintain complete control while improving the efficiency and oversight of their off-duty program.
- ODM has 18+ years of experience and expertise in managing law enforcement off-duty work.
- ODM was built by officers for officers with 100+ years of law enforcement and off-duty experience.
- ODM/ODS is the largest off-duty provider in the nation with over 2 million officer hours paid out in the last year.
- Unmatched financial health and stability: zero debt, no loans, no private equity, and no factoring. We have the financial strength and liquidity needed to handle any size or combination of agencies across the nation (we can provide bank verification of liquidity if requested). This provides peace of mind that you are partnering with a company that has been and will be around for years.
- We execute all agency rules and policies through our OfficerTRAK® software and mobile app that are personally reviewed by a dedicated ODM operations specialist for every vendor service request.
- We save the municipality and agency significant time, money, and resources. Up to 85% of current off-duty resources, costs, and time can be saved or redeployed into other critical policing activities or equipment.
- We eliminate or reduce most of the risk and liability for municipality, agency, officers, and vendors.
- No-cost A+ rated multi-million-dollar liability insurance for all parties involved in the off-duty assignments.
- No-cost workers' compensation coverage for officers working off-duty jobs paid according to state statute. ODM reimburses at the officer's on-duty pay rate.
- No-cost use of OfficerTRAK® platform and mobile app for internal needs and overtime jobs.
- No-cost 24/7/365 bi-lingual service support and operations support based in the USA.
- Dedicated operations manager for the agency. We want our operations team to understand and know your agency, officers, and vendors personally.
- No-cost scheduling options and support to accommodate your specific requirements. OfficerTRAK® provides speed, accuracy, transparency, and efficiency in scheduling off-duty or overtime jobs.
- Improved vendor job fill rates with simple and easy to use OfficerTRAK® technology.
- Request officers anytime 24/7/365. Vendors will have the option to utilize a dedicated online web portal or call toll free to our service support team at any time to make requests for officer off-duty services.
- ODM charges a small administrative fee to agency vendors to cover our services, insurance, and OfficerTRAK® software. The vendor receives numerous benefits that offset a good portion of the administrative fee. A final percentage for the admin fee is determined once ODM understands the complete scope of work requested by the agency.
- Customized job distribution. Currently, there are over 100 different ways to publish jobs out to officers for fairness, equity, and transparency, virtually eliminating any grievances.
- No-cost off-duty hours and attendance tracking. Agencies can set off-duty hour limits if this is requested or required by your current orders or SOPs.

- No-cost invoicing and collections. We float the money, so the municipality or officers do not have to. ODM assumes all the financial risk for the municipality and officer.
- We GUARANTEE officers are paid weekly. They will never wait for their earned pay.
- All services are provided in-house and always no cost to municipalities and officers.
- Ability to activate partner agencies and/or officers to work unfilled jobs in your jurisdiction, if approved by command staff. Simple and easy functionality that improves job fill rates for vendors and improves overall satisfaction with your agency and officers.
- No-cost comprehensive and customizable real-time and historical reporting.
- Unlimited agency administrators, if desired. Never any cost for additional users.
- Agency administrators have login capability for OfficerTRAK® software for an internally funded special event or overtime scheduling. Administrators also have visibility to all historical, real-time, and future off-duty operations allowing for superior oversight.
- OfficerTRAK® allows you to track officer off-duty hours in real-time. ODM will supply you with monthly reporting, at no cost, that can be customized to serve your specific needs. Agencies also have their own 24/7/365 administrative access to view or generate reports at will.
- ODM provides a no-cost and extensive onboarding process to ensure the agency and officers have the knowledge and training necessary for a seamless transition. We work closely with the agency to build out a customized training and communication plan before going live with OfficerTRAK®, ensuring officers are comfortable and operationally proficient with the new process.
- No-cost online training guides for future agency hires are available when needed.
- No-cost agency administrator training and ongoing 24/7/365 live service support is available.
- No-cost dedicated web portal for all parties involved. No cost mobile app for all officers.
- Billing terms available for regular ongoing vendors. We float the money.
- Single 1099 at year-end for all officers being paid directly from ODM.
- No-cost job notifications. No more phone calls, emails, trading back and forth.
- No-cost off & on-duty calendar function. Officers must manually enter on-duty shifts.
- OfficerTRAK® app allows user-friendly and simple clock-in and clock-out feature to record time.
- No-cost contracts give complete control to the agency and contain an exclusive service guarantee that provides the agency a 30-day out clause for any reason.
- References and testimonials from all existing partners, financial institutions, and insurance providers.

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
EOL0288692-02	07/30/2020	07/30/2021		62294000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

Off Duty Management, Inc
1908 Ave D, Ste A-100
Katy TX 77493-

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
EOL0288692-02	07/30/2020	07/30/2021			\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 6/3/20 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001270265 of Texas Mutual Insurance Company effective on 6/3/20

Issued to: OFF DUTY SERVICES INC

DBA: OD MANAGEMENT

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

6/1/20

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 13.

ITEM: Consideration and Approval of an Amendment to Toll System Maintenance Agreement between the Town and TransCore, LP for outstanding compensation in the amount of \$11,752.25 for labor and materials from November 2019 through October 2020. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The proposed Amendment to Toll System Maintenance Agreement between the Town and TransCore provides the 24/7 monitoring of the Town's AET Collection System, coordinates the repair and/or replacement of all hardware provided as part of the AET Collection System and coordinates the dispatch of onsite technicians to resolve any issue that becomes known through monitoring. This is the system used to capture toll transactions and transmit them to SunPass. Our original contract with TransCore expired in October 2019. An entirely new contract (as opposed to an amendment to the original contract) was submitted for approval by the previous Town Manager, Mr. Jimenez. That contract was missing language that had been present in the previous and original executed contract, particularly related to the payment of additional "Labor and Materials" under which we have been operating and for which the Town presently still owes. The council approved the funds for the Annual Maintenance fee as noted in that contract (\$366,934.45 was budgeted for said fee, which included the 2019-2020 charges of \$69,808.13 plus an additional 4 years.) but that contract could not be approved by Transcore as it left no means for them to collect for Labor & Materials already owed or for new charges incurred. The amount the Town still owes for Labor and Materials from November 2019-October 2020 is \$11,752.25.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maythe Martin, Executive Asst. to Town Manager
Maria Lasday, Town Manager

ATTACHMENTS

1. 2020.11.24 Amendment to Toll System Maintenance Agreement - Transcore

AMENDMENT TO TOLL SYSTEM MAINTENANCE AGREEMENT

This Amendment to Toll System Maintenance Agreement (this “Amendment”) is made and entered into this _____ day of _____, 202__ (the “Effective Date”) by and between the Town of Bay Harbor Islands, FL (the “Authority”), and TransCore, LP, a Delaware Limited Partnership (the “Contractor”), and amends that certain Toll System Maintenance Agreement dated October 30, 2014 between the Authority and the Contractor (“Agreement”). (Authority and Contractor are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”).

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the terms and conditions hereof, and for other good and valid consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct and are incorporated herein.
2. **TERM**. The Term set forth in Section 4.01 shall be extended. The Term shall commence on the Effective Date and end five (5) years thereafter (“Term”).
3. **OUTSTANDING COMPENSATION**. Within ten (10) days of the Effective Date, the Authority shall pay to the Contractor the outstanding compensation due and owing to the Contractor (from November 1, 2019 through October 31, 2020) in the amount of \$11,752.26 for labor and materials.
4. **COMPENSATION**. Section II of the Agreement shall be deleted in its entirety and be replaced with the following language:

Section 2.01. Agreement. The Contractor shall perform the Scope of Work in Exhibit “A” pursuant to the terms and conditions of this Agreement and within the “Maintenance Fees” shown in Exhibit “B.”

Section 2.02. Compensation for Scope of Work. The hourly labor rate payable for the Contractor’s technicians shall be increased by 3% annually during the Term, pursuant to the schedule set forth herein as Exhibit “A.” In addition, Compensation payable to Contractor shall increase by 2.5% annually for Maintenance Fees during the Term, pursuant to the schedule set forth herein as Exhibit “B.” The Compensation paid pursuant to this Amendment may not be increased without an approved written supplement, change order, or amendment to this Amendment, executed by the Parties.

For spare parts replenishment, Contractor shall procure and provide additional materials and equipment for spare parts replenishment. Such materials and equipment shall be provided at an approved cost at the time of purchase, provided that such purchases shall not exceed a 15% markup beyond Contractor’s actual cost.

Section 2.03. Invoicing. Contractor shall provide quarterly detailed invoices to Authority in a form approved by the Authority's Manager.

Invoices shall be submitted at the beginning of each quarter and shall be in the amount of one-fourth of the annual compensation set forth in Exhibit "B," plus any costs associated with spare parts replenishment. Payment shall be due within thirty (30) days of the Authority's receipt of the Contractor's invoice, unless disputed by the Authority.

5. **NOTICE PROVISIONS.** Pursuant to Section 5.15 of the Agreement, the Notice Provisions shall be amended to provide for notices and invoices to be sent as follows:

To Authority: Ms. Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Email to: mlasday@bayharborislands-fl.gov

To TransCore: Mr. Edgardo Torres, P.E., PMP
Associate Vice President
TransCore, LP
2416 Lake Orange Road, Suite 100
Orlando, FL 32837
Email to: edgardo.torres@transcore.com

6. **FULL FORCE AND EFFECT; CONFLICT.** The Agreement shall continue to be in full force and effect. To the extent that there is any conflict between the Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

TOWN OF BAY HARBOR ISLANDS

By: _____
Maria Lasday, Town Manager

TRANSCORE, LP

Signature: _____
Print Name: _____
Title: _____

EXHIBIT “A”

Scope of Work

TransCore will perform maintenance of the AET Collection System in accordance with the following:

► **Warranty Coverage Costs** – TransCore will coordinate the repair and/or replacement of all hardware provided as part of the AET Collection System. Costs associated with equipment repair other than TransCore-provided hardware will be on an RMA basis per each manufacturer's warranties.

► **Baseline Monitoring**– TransCore will perform a baseline of maintenance monitoring that includes:

- 24/7 helpdesk support (phone and email)
- 24/7 MOMS system monitoring
- One round of monitoring per shift (3 shifts per day).

► For any issues that require the Dispatch of onsite technicians to resolve any issue that becomes known through monitoring, the following shall occur shall:

- TransCore shall coordinate for the dispatch of onsite Bay Harbor Islands technicians and provide them with support as required to perform onsite repairs.
- In the event that Bay Harbor Islands’ technicians are unable to resolve such issues, TransCore shall dispatch its own technicians to perform onsite repairs. If used, these repairs shall be considered as additional work to be invoiced as follows, during the Amended Term:

- Labor Rate: \$85.98/hour Year 1
 \$88.56/hour Year 2
 \$91.21/hour Year 3
 \$93.95/hour Year 4
 \$96.77/hour Year 5
- Materials and Miscellaneous: cost plus 15%

EXHIBIT “B”

Annual Maintenance Fees

\$71,553.33 Year 1

\$73,342.16 Year 2

\$75,175.72 Year 3

\$77,055.11 Year 4

\$78,981.49 Year 5

If optional 5-year maintenance period is exercised, the maintenance fee will be negotiated.

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 14.

ITEM: Approval of a Memorandum of Understanding between the Miami Dade County School Board through the School Board Police Department and the Town of Bay Harbor Islands Police Department as it relates to the School Based Law Enforcement Officers (SBLEO). Enclosed is a copy of the agreement.

DESCRIPTION:

The proposed agreement was submitted by The School Board of Miami Dade County through the Miami Dade County School Police Department. The proposed Memorandum of Understanding will set forth the terms of the first amendment to the MOU approved by the Town Council on October 28, 2020.

Enclosed is a copy of the proposed agreement and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 2019-2021 SBLEO MOU - Bay Harbor Islands (002)
2. Amendment to MOU 10.28.20
3. MDCPS- Proposed Agreement - Emails

Memorandum of Understanding

School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (“the School Board”), through The Miami-Dade Schools Police Department (“MDSPD”) and the Town of Bay Harbor Islands (“BHIPD”), through the Bay Harbor Islands Police Department (also referred to as “Law Enforcement Agency”), together referred to as “the Parties.”

Intent

It is the intent of both parties to enter in to this this Memorandum of Understanding (“MOU”) to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the placement of school based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools (“MDCPS”).

SBLEO Orientation

The MDSPD is responsible for providing an orientation for SBLEOs that will include information pertaining, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law. Every SBLEO is required to attend the orientation class prior to being assigned to a school site.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct is the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Education Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as “FERPA”), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency understands the broad nature of Florida’s Public Records Laws and agrees to act in compliance with Chapter 119 of Florida Statutes. With regard to juvenile information obtained by the Law Enforcement Agency, the Law Enforcement Agency agrees to abide by Florida Statute Section 985.04 and any other applicable state and federal laws.

4. SBLEOs shall adhere to their respective Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).
5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEO.
6. SBLEOs are required to complete School Resource Officer (SRO) training, to be provided by MDSPD prior to the start of each school year, and mental health crisis intervention training (CIT), as specified in Florida Statute Section 1006.12. Each SBLEO participating in covering schools must, prior to the start of each school year, provide a copy of his/her CIT certificate as proof of completion of CIT.
7. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency and his/her primary supervisor shall be designated by the Law Enforcement Agency.
8. For each of the School Board's Fiscal Years 2019-2020 and 2020-2021 (July 1, 2019 – June 30, 2021), the School Board shall provide BHIPD with funding in the amount Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per School for which an SBLEO is assigned as indicated in the chart below (Paragraph 9). BHIPD shall provide The School Board prorated invoices for services completed. The School Board will only pay BHIPD's invoices for services completed. The School Board will not pay invoices for future and/or uncompleted services, regardless of the circumstances for non-completion.
9. BHIPD agrees that, during the term of the MOU, at least one (1) BHIPD SBLEO shall be present at each of the schools indicated in the chart below during the entirety of the school day. For the purposes of this MOU, a "school day" is defined as a week day in which school is in regular session, from the hours of 7:00 AM to 3:00 PM or 8:00 AM to 4:00 PM, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.

LOC #	SCHOOL/ FACILITY NAME	ADDRESS
0241	Ruth K Broad/Bay Harbor K-8 Center	1155 93 Street Bay Harbor Islands, FL 33154

10. BHIPD hereby agrees and provides assurances that BHIPD will use the funding provided by the School Board exclusively toward its fulfillment of assigning SBLEOs to the Schools indicated and otherwise completing its performance under the MOU during the School Board's Fiscal Year 2018-2019

Force Majeure and Warranties

The Parties shall not be responsible for interruptions of service due to forces of nature, war, manmade disasters or other such acts beyond the control of any the Parties.

Indemnification and Duty to Defend

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement. Furthermore, each party agrees to indemnify the other party as set forth below.

Subject to the limitations of Florida Statutes Section 768.28, BHIPD agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of BHIPD, the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

Subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend BHIPD from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the School Board's employees arising out of or in connection with the provisions of this agreement.

Public Records

Both parties understand the broad nature of Florida's public records laws and agree to comply with the laws related to record retention and disclosure, in accordance with Chapter 119, Florida Statutes.

Notifications

When the SBLEO learns of an incident which requires him/her to take lawful action, the SBLEO must call 305-995-2677 (COPS) and report all such incidents. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. A MDSPD supervisor will advise the SBLEO if a MDSPD unit will respond to handle the call for service, or if the SBLEO is to proceed with the investigation. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration. All reports generated in conjuncture with this term must be categorized as "Assist other Agency."

Term of the MOU

Such activities are fully described herein below for a term concurrent with the School Board's Fiscal Years 2019-2021, which commences on July 1, 2019 and expires two (2) years thereafter on June 30, 2021, with the option of an additional one (1) year renewal upon written agreement of the parties, if agreed prior to June 30, 2021. Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this agreement and for all noticed hereunder shall be:

The School Board: The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to: The Miami-Dade Schools Police Department
Attn: Interim Chief Edwin Lopez
3300 NW 27th Avenue
Miami, FL 33142

With a copy to: The School Board of Miami-Dade County, Florida
The School Board Attorney's Office
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

The addresses for BHIPD for all purposes under this agreement and for all noticed hereunder shall be:

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

With a copy to:

FRANK SIMONE, P.A
Frank C. Simone, Esq., Assistant Town Attorney
701 Brickell Avenue, Suite 1550
Miami, FL 33131

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA	TOWN OF BAY HARBOR ISLAND
---	----------------------------------

BY: _____ Alberto M. Carvalho Superintendent of Schools or Designee <i>Date</i>	BY: _____ _____ Stephanie Bruder Mayor <i>Date</i>
SUBMITTED BY: Edwin Lopez <i>Date</i> Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD CONTINGENT UPON EXECUTION OF A WAIVER _____ Assistant School Board Attorney <i>Date</i>	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY _____ Frank C. Simone, Esq. <i>Date</i> Assistant Town Attorney
OFFICE OF RISK AND BENEFITS MANAGEMENT _____ Michael G. Fox <i>Date</i> Risk and Benefits Officer	BAY HARBOR ISLANDS POLICE DEPARTMENT _____ Raul Diaz Chief of Police <i>Date</i>



APPROVED

AGENDA ITEM REPORT

October 28, 2020

ITEM NUMBER: 5.

ITEM:

Consideration and Approval of a Memorandum of Understanding (MOU) between the Town and the School Board of Miami-Dade County for the School Based Law Enforcement Officer for the 2019/2020 and 2020/2021 School years. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The School Board of Miami Dade County on behalf of the Miami Dade School Police Department hereby submits the proposed first amendment to the Memorandum of Understanding for School Based Law Enforcement Officers. The proposed amendments are as follow:

- School Based Law Enforcement Officer will be required to complete School Resources Officer Training to be provide by Miami Dade School Police Department prior to the start of each school year.
- The School Board shall provide the Town with funding up to and including the amount of \$70,337.
- The Town agrees to have at least one (1) School Based Law Enforcement Officer during the entirety of each school day.

This agreement was previously on the October 13th agenda for Council approval. The Council did not approve the agreement then; however, without an executed agreement the school board will not reimburse us for the costs of the SRO.

Enclosed is a copy of the Memorandum of Understanding.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The School Board shall provide BHIPD with funding up to and including the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per school for which an School Based Law Enforcement Officer is assigned.

BUDGET IMPACT:

Submitted By: Marlene Marante Siegel, Town Clerk

**First Amendment and Renewal to the of Memorandum of Understanding
for School Based Law Enforcement Officers**

This First Amendment, made and entered into this ____ day of _____, 2020, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("the School Board"), by and on behalf of the Miami-Dade Schools Police Department ("MDSPD") and the Town of Bay Harbor Islands ("the Town"), by and on behalf of the Bay Harbor Islands Police Department ("BHIPD") (also referred to as "Law Enforcement Agency") (collectively referred to as the "Parties").

WHEREAS, the Parties entered into the Memorandum of Understanding ("MOU") on April 22, 2019, for the placement of BHIPD school-based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS") for a term commencing July 1, 2018, and expiring June 30, 2019.

WHEREAS, by executing this First Amendment to the MOU, the Parties agree and intend to amend certain terms and conditions to the MOU, as more fully set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree the terms and conditions outlined below shall be amended as follows:

Paragraph 6 on page 2 of the MOU, is hereby amended to read as follows:

6. SBLEOs are required to complete School Resource Officer (SRO) training, to be provided by MDSPD prior to the start of each school year, and mental health crisis intervention training (CIT), as specified in Florida Statute Section 1006.12. Each SBLEO participating in covering schools must, prior to the start of each school year, provide a copy of his/her CIT certificate as proof of completion of CIT.

Paragraph 8 on Page 2 of the MOU is hereby amended to read as follows:

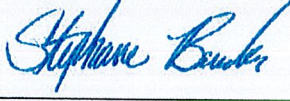
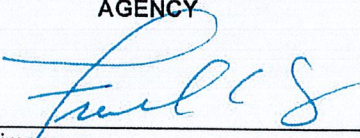
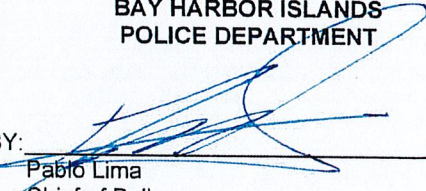
8. For each of the School Board's Fiscal Years 2019-2020 and 2020-2021, the School Board shall provide BHIPD with funding up to and including the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per school for which an SBLEO is assigned as indicated in the chart in Paragraph 9. BHIPD shall provide the School Board prorated invoices for services completed. The School Board will only pay the Town's invoices for services completed. The School Board will not pay invoices for future and/or uncompleted services, regardless of the circumstances for non-completion.

Paragraph 9 on Page 2 of the MOU is hereby amended to read as follows:

9. BHIPD agrees that, during the term of the MOU, at least one (1) BHIPD SBLEO shall be present at each of the schools indicated in the chart below during the entirety of each school day. For the purposes of this MOU, a "school day" is defined as a week day in which school is in regular session, from the hours of 7:00 AM to 3:00 PM or 8:00 AM to 4:00 PM, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.

LOC #	SITE TYPE	SCHOOL/ FACILITY NAME	ADDRESS
0241	K-8	RUTH K. BROAD/BAY HARBOR K-8 CENTER	1155 93 Street, Bay Harbor Islands, FI
			TOTAL: 1

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the date first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ Alberto M. Carvalho, Date Superintendent of Schools or Designee	THE TOWN OF BAY HARBOR ISLANDS  BY: _____ Stephanie Bruder Date Mayor
SUBMITTED BY: BY: _____ Edwin Lopez Date MDSPD Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD BY: _____ Assistant School Board Attorney Date	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY  BY: _____ Frank Simone Date Attorney for Town
OFFICE OF RISK AND BENEFITS MANAGEMENT BY: _____ Michael G. Fox Date Risk and Benefits Officer	BAY HARBOR ISLANDS POLICE DEPARTMENT  BY: _____ Pablo Lima Date Chief of Police

Marlene Siegel

From: Mendez-cartaya, Iraida R. <IMendez@dadeschools.net>
Sent: Friday, December 18, 2020 9:55 AM
To: Marlene Siegel
Cc: Montaner, Martha M.; Alba Chang; Putt, Corina; Lopez, Edwin
Subject: RE: Updated Agreement: MDSPD & Bay Harbor Island PD

The previous agreement had expired.

*Iraida R. Mendez-Cartaya, Associate Superintendent
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Suite 931
Miami, Florida 33132*

*Office 305 995-2532
Mobile- 305 606-6553
imendez@dadeschools.net*

From: Marlene Siegel <msiegel@bayharborislands-fl.gov>
Sent: Friday, December 18, 2020 9:46 AM
To: Mendez-cartaya, Iraida R. <IMendez@dadeschools.net>
Cc: Montaner, Martha M. <MMontaner@dadeschools.net>; Alba Chang <achang@bayharborislands-fl.gov>; Putt, Corina <CPutt@dadeschools.net>; Lopez, Edwin <edwinlopez@dadeschools.net>
Subject: RE: Updated Agreement: MDSPD & Bay Harbor Island PD

CAUTION: This email originated outside of dadeschools.net. Do not click on links or attachments unless you are expecting the email or recognize the sender and know the message is safe.

Good morning Iraida.

I'm not sure I understand. The amendment mentions both school years and the amounts.

Why do we need to sign an additional agreement?

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

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

From: Mendez-cartaya, Iraida R. <IMendez@dadeschools.net>
Sent: Thursday, December 17, 2020 6:15 PM
To: Marlene Siegel <msiegel@bayharborislands-fl.gov>
Cc: Montaner, Martha M. <MMontaner@dadeschools.net>
Subject: FW: Updated Agreement: MDSPD & Bay Harbor Island PD

We need this executed sorry our bad. The previous agreement had expired.

*Iraida R. Mendez-Cartaya, Associate Superintendent
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Suite 931
Miami, Florida 33132*

*Office 305 995-2532
Mobile- 305 606-6553
imendez@dadeschools.net*

From: Putt, Corina <CPutt@dadeschools.net>
Sent: Thursday, December 17, 2020 5:56 PM
To: Mendez-cartaya, Iraida R. <IMendez@dadeschools.net>
Cc: Lopez, Edwin <edwinlopez@dadeschools.net>
Subject: FW: Updated Agreement: MDSPD & Bay Harbor Island PD

Good afternoon Iraida,

Michelle has advised re-routing a revised MOU with Bay Harbor Islands due to expiration of the previous one. She did not catch this prior to our routing it originally. Wanted to keep you informed of what was occurring.

Corry Putt, Director – Police Support Operations
Miami-Dade Schools Police Department
Strategic Planning
3300 NW 27 Ave, Miami FL 33042
786-660-9523

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From: JONES, MICHELE L <mljones@dadeschools.net>
Sent: Thursday, December 17, 2020 3:21 PM
To: frank@franksimone.com
Cc: Putt, Corina <CPutt@dadeschools.net>
Subject: Updated Agreement: MDSPD & Bay Harbor Island PD

Hello Frank,
It was a pleasure speaking with you earlier today. As I mentioned, I am sending you an updated contract since the prior contract expired 18 months ago.

If you have any questions, please let me know. The District closes 12/21-1/1 for winter recess, but I will check my email periodically during that time.

Michele L. Jones

Assistant School Board Attorney
The School Board of Miami-Dade County
1450 Northeast Second Avenue
Suite 430, Miami, FL 33132
TEL: 305-995-1304
FAX: 305-995-1412
MLJones@DadeSchools.net

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AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 15.

ITEM: Consideration and Approval of an ordinance on first reading providing for local implementation of the mandatory year-round landscape irrigation conservation measures rule of the South Florida Water Management District. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

It is the intent and purpose of the proposed ordinance to implement procedures to protect the water resources of the Town of Bay Harbor Islands and to promote water conservation through the efficient use of landscape irrigation and consistency with the South Florida Water Management District's (District) mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida Administrative Code, (F.A.C.).

Enclosed is a copy of the proposed ordinance on first reading.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. 2020.12.18 BHI YRR Ordinance 2-Day-week

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ORDINANCE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING FOR CODIFICATION OF THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Florida Water Management District (“District”) has the responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for regulating the consumptive use of water; and

WHEREAS, the District has promulgated Chapter 40E-2, Florida Administrative Code (F.A.C.), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General Consumptive Use Permits by Rule, regulating landscape irrigation at a single family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger landscape irrigation users; and

WHEREAS, the District promulgated and amended Chapter 40E-24, F.A.C., requiring year-round irrigation conservation measures; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape irrigation restrictions, separate and independent from water shortage declarations, in accordance with Chapter 40E-21, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

WHEREAS, Rule 40E-24.301, F.A.C., provides that local governments may adopt a landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-24.201, F.A.C., including variance and enforcement procedures; and

WHEREAS, the District strongly encourages local governments to adopt an ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

WHEREAS, it is the desire of the Town Council of the Town of Bay Harbor Islands to adopt such an Ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

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 Utilities Code is hereby amended to create Article IV, entitled Water Conservation for Landscape Irrigation, adding Sections 20-30 to 20-39, as more fully set forth in the attached Exhibit “A,” and by reference is made a part hereof.

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

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, 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: All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

PASSED on First Reading this _____ day of _____, 20____.

PASSED AND ADOPTED on Second Reading this _____ day of _____, 20____.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Town Attorney

EXHIBIT “A”

Amendments to the Town of Bay Harbor Islands, Florida Code of Ordinances

Chapter 20 – UTILITIES

ARTICLE IV - WATER CONSERVATION FOR LANDSCAPE IRRIGATION

Sec. 20-30. - Intent And Purpose.

It is the intent and purpose of this article to implement procedures to protect the water resources of the Town of Bay Harbor Islands and to promote water conservation through the efficient use of landscape irrigation and consistency with the South Florida Water Management District’s (District) mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida Administrative Code, (F.A.C.).

Sec. 20-31. – Definitions.

For the purpose of this article, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

Address. The “house number” (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes “rural route” numbers, but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property’s address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community’s address), then the community’s main address shall be the property’s address. If a property has no address, it shall be considered “even-numbered.”

Athletic Play Area. All golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo, tennis, and lawn bowling fields, and rodeo, equestrian, and livestock arenas.

Code Compliance Officer. Any authorized agent or employee of the Town whose duty it is to ensure compliance with the Code.

Consumptive Use Permit (CUP). A permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.

District. The South Florida Water Management District, a government entity created under Chapter 373, F.S.

Even Numbered Address. An address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.

Existing landscaping. Any landscaping which has been planted and in the ground for more than ninety (90) days.

Landscaping. Shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas, as defined in this section.

Landscape Irrigation. The outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.

Low Volume Hand Watering. The watering of landscape by one (1) person, with one (1) hose,

fitted with a self-canceling or automatic shutoff nozzle.

Low Volume Irrigation. The use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

Micro-irrigation. The application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts, such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.

New landscaping. Any landscaping which has been planted in the ground for ninety (90) days or less.

Odd Numbered Address. An address ending in the numbers 1, 3, 5, 7, 9, or the letters N-Z.

Reclaimed Water. Wastewater that has received at least secondary treatment and basic disinfection, and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.

User. Any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

Wasteful and Unnecessary. Allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a

driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks, and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

Water Resource. Any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

Water Shortage. When the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.

Water Shortage Emergency. When the District determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses.

Sec. 20-32. – Applicability.

The provisions of this article shall apply to each user, as defined in Section 20-31, providing landscape irrigation from all water resources within the boundaries of the Town with the following exceptions:

- (a) The use of reclaimed water, which may or may not be supplemented from another source;
- (b) Irrigation at agricultural and nursery operations; and
- (c) Irrigation of athletic play areas and public parks.

Sec. 20-33. - Year-round landscape irrigation conservation measures.

The Town adopts the rules of the South Florida Water Management District, listed in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are set out as follows:

- (1) The year-round landscape irrigation conservation measures contained in this article are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
- (2) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this article which affect each particular water use.
- (3) In addition to the specific conservation measures, all wasteful and unnecessary water use is prohibited.
- (4) The following requirements shall apply to all users, unless specified in Section 20-32 or Section 20-34.
 - (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.
 - (b) Irrigation of existing landscaping shall comply with the following provisions:
 - i. Even addresses, as defined in Section 20-31, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to

accomplish necessary landscape irrigation two (2) days a week, only on Thursday and/or Sunday.

- ii. Odd addresses, as defined in Section 20-31, shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and/or Saturday.

(c) Irrigation of new landscaping shall comply with the following provisions:

- i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
- ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
- iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.
- iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
- v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Subsection if the zone contains at least 50% new landscaping. If a zone contains less than

50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as defined in Section 20-31, or any appropriate method which isolates and waters only the new landscaping.

- (5) Any water shortage, as defined in Section 20-31, restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this article, shall supersede this article for the duration of the applicable water shortage declaration.

Sec. 20-34. - Exceptions to the landscape irrigation schedules.

Landscape irrigation scheduling shall be subject to the following exceptions:

- (1) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
- (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:

- (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
 - (b) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Section 20-33(4)(a) and (b), unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
- (3) Any plant material may be watered using low volume irrigation or micro-irrigation, as defined in Section 20-31, low volume hand watering method, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this Section.

Sec. 20-35. - Additional requirements.

Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of sufficient moisture in accordance with Section 373.62, F.S.

Sec. 20-36. - Variances.

- (1) A variance from the specific day or days identified in Section 20-33(4)(b) may be granted by the Town Manager if strict application of the restrictions would lead to unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant or those served by the applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-

imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this division.

- (2) The Town recognizes all irrigation variances or waivers issued by the District under Rule 40E-24.501, F.A.C.

Sec. 20-37. - Declaration of water shortage or water shortage emergency.

Declaration of a water shortage condition and/or water shortage emergency, as defined in Section 20-31, within all or parts of the Town by the District's Governing Board or Executive Director shall supersede this article for the duration of the applicable water shortage declaration in accordance with Resolution No. 596 dated 5-13-1985, endorsing voluntary water conservation measures and local implementation of water shortage plan of the South Florida Water Management District. A water shortage usually occurs due to drought.

Sec. 20-38. – Enforcement.

- (1) In the absence of a declaration of water shortage or water shortage emergency within all or any part of the Town by the District's Governing Board or Executive Director, the listed landscape irrigation restrictions shall be subject to enforcement action. Any violation of the provisions of Sections 20-33 and 20-34 shall be a violation of this Section.
- (2) The Town authorizes Code Compliance Officers having jurisdiction in the area governed by this article, to enforce the provisions of this article. In addition, the Town Manager may delegate this article's enforcement responsibility to agencies and departments within the Town government.

Sec. 20-39. – Penalties.

- (1) Violation of any provision of this article shall be subject to the following penalties:
 - (a) For a first violation, a [written warning/fine not to exceed \$____.00].
 - (b) For a second violation, a fine not to exceed \$____.00.
 - (c) For subsequent violations, a fine not to exceed \$500.00.
- (2) Each day in violation of this article shall constitute a separate offense. Code Compliance Officers and others as delegated may provide violators with no more than one (1) written warning. In addition to the civil penalties provided, the Town may take any other appropriate legal action, including, but not limited to, injunctive action to enforce the provisions of this article.

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 16.

ITEM: Consideration and Approval of the 2020-2021 Collective Bargaining Agreement between the Town and the Dade County Police Benevolent Association, Inc. (PBA). Enclosed is a copy of the Collective Bargaining Agreement.

DESCRIPTION:

The proposed Collective Bargaining Agreement between the Town and the Dade County Benevolent Association "PBA" shall be effective October 1st, 2020 through September 30, 2021. Below is a summary of the proposed changes to the Agreement.

- **ARTICLE 8 PERSONNEL RECORDS** – Added language that officers will be notified of any public records request having to do with them.
- **ARTICLE 9 INTERNAL INVESTIGATIONS** – added reference to the Law Enforcement Bill of Rights (F.S. 112.532 & F.S. 112.533).
- **ARTICLE 11 BASIC WORKWEEK & OVERTIME** – Call Backs increased from 2 hours to 3 hours (at OT rate).
- **ARTICLE 14 HOLIDAYS**
 - Christmas Eve (December 24th) added as a holiday.
 - If shift is on a holiday pay is at 2 times normal rate (was 1 ½ rate).
- **ARTICLE 22 SENIORITY** – Officer is to bid for shifts, added will also get to bid for the squad (therefore allowing them to select days off).
- **ARTICLE 24 OFF DUTY EMPLOYMENT** – Town will implement a private entity to run off duty employment and officers will follow policy detailing the off duty responsibilities.
- **ARTICLE 26 LAW ENFORCEMENT TRAINING** – Added that if range qualification is scheduled on employee's day off officer is paid at 1 ½ rate of pay.
- **ARTICLE 28 WAGES**
 - 4% wage increase for the year 2020-2021.
 - Annual Clothing allowance increased to \$750 detectives and \$500 to non-detectives.

The Town Attorney Office has reviewed the proposed draft Collective Bargaining Agreement (CBA) and has suggested material revisions. In order to effectuate these revisions, the proposed CBA has to be rejected/ denied by the Town. Once rejected, the Town and the Police Bargaining Associations (PBA) can engage in negotiations of the revisions.

Enclosed is a copy of the proposed Collective Bargaining Agreement.

RECOMMENDED ACTION:

Deny

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant
 Maria Lasday, Town Manager

ATTACHMENTS

1. 2020-2021 BHI CBA

2020–2021 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

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PURPOSE AND INTENT

The general purposes of this Agreement are to provide an Agreement for wages, hours and conditions of employment of the employees covered by this Agreement except as otherwise provided by Constitution, Statute, Charter and Ordinance, to prevent interruption of work and interference with the efficient operation of the Town and performance of Town operations and to provide orderly, prompt, peaceful and equitable procedures for the resolution of differences and the promotion of harmonious relations between the Town and the Association. Upon ratification, the provisions of this Agreement will supersede procedural and operational directives, the Town's policy manual, Administrative Orders and other rules and regulations in conflict herewith. The Town retains the right to establish through Directives, Administrative Orders, or Rules, practices and procedures which do not violate the provisions of this Agreement.

ARTICLE 1. AGREEMENT

1.1 This Agreement is entered into by the TOWN OF BAY HARBOR ISLANDS, hereinafter referred to as the "Town" or the "Employer", and the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA" or the "Association".

ARTICLE 2. RECOGNITION

2.1 The Town hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Police Officers, Police Corporals, Police Sergeants and Police Lieutenants.

EXCLUDED: All other employees of the Town of Bay Harbor Islands.

2.2 Employees shall only be required to perform work within the scope of their official duties or duties related to official Town business.

2.3 The Chief of Police shall have the right to appoint individuals to the rank of Corporal. Such appointments shall be within the Chief's sole discretion. Individuals removed from the rank of Corporal shall not have the ability to use the grievance procedure to contest said removal, and/or grieve/contest the removal in any manner. Upon appointment, employees appointed to the rank of Corporal shall be compensated consistent with Article 28, Section 28.8 of this Agreement.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 The Association and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right:

- 3.1.1 To determine the organization of municipal government;
- 3.1.2 To determine the purposes of each of its constituent agencies;
- 3.1.3 To exercise control and discretion over the organization and efficiency of Town operations;
- 3.1.4 To determine the standards of service, the scope of service and the method of service to be offered to the public;
- 3.1.5 To hire and/or otherwise determine the criteria and standards of selection for employment;
- 3.1.6 To fire, demote, suspend or otherwise discipline for just cause;
- 3.1.7 To promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit, subject to Article 12 herein;
- 3.1.8 To transfer employees from location to location and from time to time;
- 3.1.9 To lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;
- 3.1.10 To rehire employees;
- 3.1.11 To determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 11 herein;
- 3.1.12 To determine the allocation and content of job classification;
- 3.1.13 To formulate and/or amend job descriptions;
- 3.1.14 To establish, change, amend or modify job duties, tasks, responsibilities or requirements;
- 3.1.15 To expand, reduce, alter, combine, assign or cease any job;
- 3.1.16 To establish, change, or modify the number, types and/or grades of positions of employees;
- 3.1.17 To insure that duties within departmental job descriptions, shall be performed by employees;

- 3.1.18 To merge, consolidate, expand, curtail or discontinue operations, temporarily permanently, in whole or in part, whenever in the sole discretion of the Town good business judgment makes such curtailment of discontinuance advisable;
- 3.1.19 To contract and/or subcontract any existing or future work;
- 3.1.20 To determine whether and to what extent the work required in its operation(s) shall be performed by employees covered by this Agreement;
- 3.1.21 To control the use of equipment and property of the Town;
- 3.1.22 To determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
- 3.1.23 To schedule and assign the work to the employees and determine the size and composition of the work force;
- 3.1.24 To determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials facilities and equipment;
- 3.1.25 To take whatever action may be necessary to carry out the mission and responsibility of the Town in emergency situations;
- 3.1.26 Subject to Article 19, to formulate, amend, revise and implement policies, rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is neither arbitrary nor capricious; and
- 3.1.27 To require employees to observe and obey the Town's policies, procedures, programs and rules and regulation.

3.2 The above rights of the Town are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Town in its general capacity as management.

3.3 If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

3.4 The exercise of the above enumerated rights shall not preclude the raising of grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this Agreement or impact upon the present conditions of this Agreement or impact

upon the present conditions of employment, subject to the provisions of the Public Employees Relations Act.

3.5 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices, between the Town and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 4. NON-DISCRIMINATION

4.1 No employee covered by this Agreement will be discriminated against by the Town or the Association with respect to any job benefits or other conditions of employment accruing from this Agreement because of Association activity, race, sex, national origin, religion, physical disability or age.

4.2 Employees shall use the grievance procedure provided in Article 18 for violations of this article prior to filing administrative complaints so long as such action does not prejudice the employee's rights.

ARTICLE 5. ASSOCIATION REPRESENTATIVES

5.1 The Town shall recognize up to two (2) members of the bargaining unit as authorized representatives of the bargaining unit for attendance at sessions to renegotiate an agreement.

5.2 Designation of these authorized representatives shall be made each year in conjunction with any request by the PBA to renegotiate an agreement.

5.3 Two (2) authorized representatives shall attend negotiating sessions without loss of pay and benefits if his/her attendance is required during regular duty hours, and if his/her attendance is specifically authorized by the Chief of Police or his designated representative after manpower availability and operational needs have been met.

5.4 The Town will recognize two (2) representatives from the bargaining unit whose duties shall be to process grievances for members of the bargaining unit who request such representation. These representatives may process such grievances on duty, without loss of pay or benefits, with the express permission of the Chief of Police or his designee, who shall take into account all manpower and service needs. This permission shall not be unreasonably withheld. If scheduling results in both of the representatives working the same shift, only one representative at a time shall be allowed to process grievances. The absence of a representative on any shift shall not be deemed a breach of this Agreement, and any grievance presented during such a shift shall be processed whenever a representative becomes available, either on-duty with approval of Chief of Police or his designee or off-duty.

5.5 Authorized representatives for negotiating sessions and grievance processing shall be appointed by the PBA, and shall be designated in writing to the Chief of Police.

5.6 Except for circumstances and situations mentioned above, authorized representatives and/or other bargaining unit members shall conduct PBA business, attend PBA functions, and otherwise participate in PBA activities on personal, off-duty time.

ARTICLE 6. ASSOCIATION INFORMATION

6.1 The Town will permit the Association to post official notices of the PBA on the existing bulletin board located in the roll call room of the Police Department. Neither the Association nor bargaining unit employees shall post items which might offend, demean, demoralize or in any way impugn the character of any Town employee, department head or elected official. The PBA is responsible for reasonable costs incident to the preparing and posting of Association materials and removing of Association materials from this bulletin board, and for maintaining such board in an orderly condition.

6.2 Upon receipt of a written authorization form from an employee, the Town agrees to deduct the regular Association dues of such employees from his/her pay and remit such deductions to the Association. However, such authorization is revocable at the employee's will upon thirty (30) days written notice to the Town of Bay Harbor Island and the Association.

ARTICLE 7. LEGAL ASSISTANCE

7.1 The Town will undertake the defense of a bargaining unit employee against civil damage suits providing that such suit arose out of actions by the employee in the line of duty. Moreover, in such instance the Town will file proper and appropriate countersuits if such action is in the Town's interests, or if not, the Town will notify the concerned officer that he/she may contact legal counsel regarding the filing of proper and appropriate countersuits.

7.2 Legal representation pursuant to this Article shall be provided for any act or omission of action arising out of the scope of the officer's employment, unless in the case of a tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard of human rights, safety, or property.

ARTICLE 8. PERSONNEL RECORDS

8.1 The Town will maintain the confidentiality of personnel records of employees to the extent permitted by state law and prevailing statutes. Release of employees' records shall only be done by the Town's Records Custodian or designee. Preferably, within 24 hours or as soon as reasonably possible, of a request for an employee's personnel file being made the affected employee will receive written notification of said request.

8.2 At no time shall the news media be directly or indirectly furnished with the home address, telephone number, and photograph of active or former law enforcement personnel; the home address, telephone number, photograph, and place of employment of the spouse or children of active or former law enforcement personnel; and the name or location of schools attended by the children of active or former law enforcement personnel.

8.3 Except for routine administrative material no paperwork will be inserted in an employee's personnel file without a copy being provided to the employee. Placing a copy in the employee's departmental mailbox is sufficient to satisfy the requirements of this paragraph.

8.4 Upon request, any employee shall have the right to inspect his/her official personnel records wherever kept, during the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. Such inspection shall be conducted while the employee is off duty. The employee shall have the right to obtain from the Town duplicate copies, at the employee's expense, of this record for his/her use.

8.5 Employees shall have the right to add to their Personnel records written refutation of any document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information.

8.6 Upon request by the employee, documents in the categories listed below (a through c) shall be removed from an employee's official personnel file by the Town according to the following schedule:

(a) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for similar types of conduct: Five (5) years from date received by employee.

(b) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for dissimilar types of conduct: Five (5) years from date received by employee.

(c) Reprimands: Three (3) years from date received by employee if not followed by a similar action within one (1) year. If similar action does occur during that one year, records of reprimands shall be maintained for the five year period mentioned in (a).

(d) Formal Counseling: Up to three (3) years at the discretion of the Town.

Disputes concerning the time period specified in this paragraph will not be grievable.

NOTE: Removed documents shall be retained by the Town in a separate file. Removed documents may be used by the Town for any administrative action or any lawful purpose.

8.7 Upon request of the affected employee, complaints which are determined to be unfounded or not sustainable will not be inserted in an employee's official personnel file.

ARTICLE 9. INTERNAL INVESTIGATIONS

9.1 Whenever an employee covered by this Agreement has been advised by the Town that he/she is the subject of a formal investigation and thereafter is subject to a formal interrogation for reasons which could lead to disciplinary action, such interrogation will be conducted under the following conditions and shall be consistent with Florida Statute 112.532 and 112.533, the Law Enforcement and Correctional Officers Bill of Rights: (NOTE: A formal investigation shall exist whenever a preliminary investigation, which may include questioning of the affected officer, indicated that disciplinary action is probable.)

- (a) The interrogation will be conducted at a reasonable hour, whenever possible at a time when the employee is on duty, unless of course the seriousness of the investigation is of such an important degree that immediate questioning is required;
- (b) The interrogation will take place at the Police Department or Town Hall, whenever possible and practical based upon the circumstances;
- (c) At the request of the officer who is subject to investigation and interrogation, he/she shall be afforded a reasonable period of time to have a representative of his/her own choice present during the questioning;
- (d) The employee who is subject of the investigation and interrogation will be informed of the name and rank of the person asking the questions and also will be advised of the names and ranks of all persons present during questioning. It is agreed that only one person will question the employee at any time;
- (e) The employee who is subject of the investigation and interrogation, prior to his/her being questioned, will be informed of the nature of the investigation (and the charges against him/her and he/she shall be informed of the name of all persons lodging a complaint against him, and witnesses if any;
- (f) No employee shall be forced to submit to an examination by a polygraph or other mechanical or electronic device (e.g., "PSE") to determine the truth of his/her statement. However, such employee may be asked and may consent to the taking of such an examination;

(g) it is agreed that questioning sessions will be for reasonable periods of time and that break periods will be allowed for the employee to attend to "personal necessities" and rest periods will be allowed when necessary;

(h) The employee under the formal investigation and interrogation will not be subject to offensive language;

(i) The formal interrogation of any employee, including all recess periods, may be recorded by either party;

(j) If the employee who is subject to the investigation is placed under arrest, or if it is likely that he/she will be placed under arrest as a result of the formal interrogation, it is agreed that he/she shall be completely advised of his/her rights prior to the beginning of the formal interrogation.

9.2 If a statement is taken or an interrogation is conducted in violation of the procedures contained in this Article, such violation shall only affect the admissibility of such statement and shall not automatically invalidate any action taken as a result of the statement.

9.3 The employee shall be given an exact copy of any written statement he/she may execute, at no cost to the employee. Upon conclusion of the investigation, the employee will be furnished with a copy of the findings.

9.4 No employee will be compelled to speak or testify before, or be questioned by, any non-governmental agency unless under proper court subpoena, or as directed by the Chief or his designee.

9.5 Whenever possible, the Town will request that citizen complaints be made in writing or that a recorded statement be obtained. An employee will not be disciplined based upon an anonymous complaint unless following a full and fair investigation supported by competent and substantial evidence, it is determined that the complaint is sustained.

ARTICLE 10. DISCIPLINARY MATTERS

10.1 Employees relieved of duty for alleged violations of the law and/or department rules will remain on full salary and allowances until final action is taken by the Town. Such final action shall be any determination by the Chief of Police or his designated representative to demote, suspend, terminate, or otherwise move to affect the pay and benefits of an officer. The Town, in its discretion, may suspend without pay any employee immediately upon the employee being indicted by any grand jury or upon information being filed against him/her by any prosecuting official. Such suspension shall continue until the employee is tried and acquitted, the information or indictment is quashed or dismissed, or a court of competent jurisdiction places the employee in a pre-trial intervention program or withholds adjudication pending rehabilitation, whereupon the particular employee shall be reinstated and entitled to back pay for the period of suspension without pay less any pay withheld by the Town as a result of disciplinary action taken against the employee, and less any sums earned by the person in any other employment during the period of suspension. The Town may terminate the employee at any time it feels the relevant facts warrant such action. When such disciplinary action is taken the procedures in this Agreement shall prevail.

If an employee has been tried and found guilty of a felony or misdemeanor, involving moral turpitude, and his conviction is not reversed, he/she shall automatically forfeit his/her position with the Town and shall not thereafter be eligible for such employment. This rule applies regardless of whether the person is placed on probation or given a suspended sentence.

10.2 Employees shall not be dismissed or disciplined resulting in loss of pay or benefits except for just cause. Discipline shall be administered in accordance with Departmental Directives, as amended from time to time, which are hereby incorporated by reference. However, probationary police officers can be terminated and probationary police **sergeants** and police **lieutenants** can be demoted, without just cause and are not entitled to the procedures set forth in Article 10.4.

10.3 Probationary periods for employees shall be one year. This period may be extended by the Chief of Police at his/her discretion on a one-time basis for no more than ninety (90) days.

10.4 Any employee, other than those excluded under Article 10.2, who has been suspended for two (2) or more days, demoted or terminated for just cause may request arbitration no later than fourteen (14) calendar days after said action has been effectuated or the employee becomes aware of said action. Disciplinary actions with less than two (2) days suspension, including written warnings and reprimands, are not arbitrable and are final.

10.4.1 After giving notice of appeal to binding arbitration to the Town, the Association has thirty (30) days to request the names of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties shall select an arbitrator from the list provided by method of alternate striking of names, with the Town striking first. The final name in the list shall be the arbitrator.

10.4.2 The fees for such arbitrator and his expenses will be split evenly between the parties. It is contemplated that the Town and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue(s) to be submitted, the Town and the Association shall submit a statement of issue(s) to the arbitrator. In the event of the failure of the parties to so agree, the arbitrator shall confine his consideration to the written statement and issue(s) raised.

10.4.3 The binding award shall be final and binding on both parties.

ARTICLE 11. BASIC WORKWEEK AND OVERTIME

11.1 For employees covered by this Agreement and who are on twelve (12) hour shifts, the basic work cycle shall consist of eighty (80) hours of duty within a fourteen (14) day period. Employees may be assigned to work a cycle which provides for regular work assignments which are more or less than eighty (80) hours within a fourteen (14) day period, provided that the assigned hours worked average eighty (80) hours per fourteen (14) day period over a reasonable period of time, not to exceed three (3) months. Officers who are assigned to a twelve (12) hour duty schedule will normally work seven (7) twelve (12) hour shifts in a two (2) week period. These officers will be given a twelve (12) hour shift off with pay every six (6) weeks. In the event the officer is required to work this shift, they shall be paid at one and one half (1 ½) times their current base rate of pay for all hours worked. The determination to implement a twelve (12), ten (10) and/or eight (8) hour work week rests solely in the discretion of the Chief of Police and is not grievable.

11.2 Those who are on ten (10) and eight (8) hour shifts, will have a work week consisting of seven (7) days and any hours worked in excess of forty (40) hours shall either be paid at one and one half (1 ½) times the employee's regular rate of pay or through compensatory time calculated in the same manner.

All paid leave except sick leave and funeral leave shall be considered hours worked. The choice as to Comp Time or pay shall be made by the employee. Comp Time may be earned and accrued up to a maximum of two hundred and fifty (250) hours per fiscal year. Comp Time may only be used with the prior approval of the Chief of Police or his designee requested through the officer's immediate supervisor. At the end of each fiscal year all accumulated Comp Time hours in excess of 250 hours will be paid to the employee at the rate such Comp Time was earned. Employees may request to be paid for up to fifty (50) hours of Comp Time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month.

11.3 In consideration of the above overtime provisions and compensation at one and half (1 ½) times the employee's straight time rate of pay, it is agreed and understood that compensation for roll call and duty transfer time is included in the basic pay for any shift.

11.4 Except in cases of operational necessity officers will be entitled to at least eight (8) hours off-duty before returning to work.

11.5 When it is necessary for the Town to require an employee to return to work, not within his/her regularly assigned shift, the Town will compensate the employee a minimum of Three (3) hours at the overtime rate of pay.

11.6 Employees shall be provided at least thirty (30) days written notice preceding a regularly scheduled shift rotation in order to make an orderly readjustment to their personal schedules. Employees will be provided reasonable notice based upon the circumstances of an interim temporary shift change required by operational necessity. Shifts shall not be adjusted (i.e., employee sent home early; told to come in late, given a day off) to avoid the payment of overtime already worked by an employee, or to avoid overtime based upon a court appearance.

11.7 Employees attending court related matters while off-duty and arising from their official duties and capacity shall be entitled to a minimum of four (4) hours overtime. Court minimums will only apply to those court appearances which occur more than one hour from the employee's regularly scheduled shift.

11.8 Employees shall receive travel reimbursement as provided by Florida Statutes.

11.9 Shifts shall be assigned approximately every four (4) months.

ARTICLE 12. PROMOTIONS

12.1 All promotional vacancies in the Sergeant and Lieutenant classifications shall be filled in accordance with the procedures set forth in this Article. Filling of such a vacancy remains in the discretion of the Town.

12.2 Whenever a budgeted promotional vacancy exists in a Sergeant or Lieutenant classification and there is no existing list, the Town agrees to arrange for the administration of a written examination to all qualified candidates. Filling of such a vacancy remains in the discretion of the Town.

12.3 The Employer will announce promotional examinations at least sixty (60) days in advance of said examinations. This announcement will list the areas which the examination will cover and the sources from which the examination questions are drawn as well as all such references and source material available to eligible candidates.

12.4 The Sergeant's examination shall be restricted to non-probationary employees with not less than three years service in sworn law enforcement at least two of which must be in this Department. The Lieutenant's examination shall be restricted to non-probationary employees, with not less than three (3) years service in sworn law enforcement, at least two of which must be in this Department.

12.5 At the time a new promotional examination is given, all eligible employees who wish to be on the new list must take the new examination. No employee will be placed on the new list as a result of previous test scores. The promotional eligibility list shall be of one (1) year duration unless there are fewer than four (4) candidates on such a list. Thereafter, a new promotional examination may be given at the discretion of the Town.

12.6 The promotional process shall consist of two (2) parts: a written examination worth forty percent (40%) of total cumulative score; an oral examination worth sixty percent (60%) of total score.

12.7 Following the successful completion of the written portion of the promotional exam each candidate shall be evaluated by an interview board composed of the Chief of Police, the Town Manager, and two additional representatives who shall be a Chief of Police and a Police Lieutenant mutually acceptable to the Town and the Association.

12.8 A list of eligible candidates shall be compiled in the order of their final cumulative score. If necessary, seniority by classification shall serve as a tie breaker in determining the final eligibility list. All employees shall be notified of their scores.

12.9 The Chief of Police shall be the final authority in determining which officers are to be promoted to Sergeant or Lieutenant; provided only that his choices shall be limited to the highest four (4) scoring candidates, as determined by a combination of scores.

12.10 When appropriate as determined by the Chief of Police, officers promoted to the next higher rank will receive appropriate training during the probationary period.

12.11 Police Officers and Police Sergeants who are promoted shall receive a minimum of a five percent (5%) pay increase at the time of such promotion.

ARTICLE 13. VACATION LEAVE

13.1 Bargaining unit employees shall be entitled to receive forty (40) hours of paid vacation after completing six (6) months of continuous service; eighty (80) additional hours after completion of their first year of service; one-hundred and twenty (120) hours per year of paid vacation each year thereafter; and a total of one-hundred and sixty (160) hours per year of paid vacation after completing ten (10) years of service. Effective October 1, 2002, employees shall receive two-hundred (200) hours per year of paid vacation after completing fifteen (15) years of service; and two-hundred and forty (240) hours per year of paid vacation after completing twenty (20) years of service. Employees will be permitted to accrue up to 120 hours in a "Vacation Bank". The Vacation Bank hours may be carried over from year to year, arrangements should be made so that vacations are taken each year.

13.2 Employees are encouraged to take advantage of the benefits of a vacation leave each year. Vacation days may be carried over to a subsequent year only with the approval of the Town Manager and for a valid reason.

13.3 The dates of all vacation leaves must be approved by the Chief of Police and should be scheduled so as to create a minimum of hardship on the regular work schedule.

13.4 A vacation leave schedule shall be posted by February 1st of each calendar year.

13.5 Each bargaining unit member on their anniversary date shall be credited with twelve (12) hours of Personal Leave. The Personal Leave must be used within one (1) year of the date it was accrued and shall not be carried over to the next year.

ARTICLE 14. HOLIDAYS

14.1. The Town recognizes the following eleven (11) official holidays and birthday holiday* for bargaining unit employees:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

*Employee's Birthday: May be taken on another date agreed to by the employee and Chief of Police.

14.2. If an employee's shift begins on a holiday, he/she will be paid at a rate of two (2) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.3 If an employee's shift begins on Christmas Day and/or Eve or New Year's Day he/she will be paid at the rate of two (2) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.4 If the employee's shift begins on a holiday, including Christmas Day and/or Eve or New Year's, and the employee calls in sick, is out of work pursuant to Article 23, or takes bereavement leave as described in Article 15, the provisions of paragraph 14.2 or 14.3 shall be inapplicable.

14.5 If a holiday falls on an employee's regular day off or within a vacation period, he/she shall receive one day's pay in lieu of the holiday or at the option of the Chief of Police and with the employee's consent, he/she may be granted an alternate day off for the holiday.

ARTICLE 15. SICK AND BEREAVEMENT LEAVE

15.1. Approval for sick and bereavement leave remains in the discretion of the Town, however, such approval will not be unreasonably denied.

15.2 Up to two (2) additional days of sick or bereavement leave may be granted for circumstances necessitating out of state travel.

15.3 The benefits of this article shall apply to an employee's immediate family. Immediate family shall be defined as spouse, children, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, grandfather or grandmother.

15.4 SICK LEAVE POLICY

- a. Sick leave will be accrued at 1 day per month (12 days per year) beginning on the first year of the policy. Every year thereafter days will be earned on a monthly basis.

Note: New bargaining unit members will be prorated by date of hire and will follow the regular schedule in new calendar year.

- b. Each bargaining unit members will have a sick bank of days based on the following formula: one day will be granted for each month of service with the department. All sick days utilized in the bargaining unit member's career will then be deducted from that total leaving that amount of days left to be the officer's sick bank.

Note: Any bargaining unit members in a negative position will be granted one day for each month left in the year from the signing date of the contract.

- c. Upon separation, bargaining unit members in good standing will be allowed to receive payment of half (50%) of their remaining sick leave balance up to a maximum of 90 day payout for unused sick days. (This payout will not be used for pension calculation).

d. Medical Certification (doctor's note) required for 3 or more days of being out sick. Employees will be required to be at their residence during regular duty hours while on sick leave until they return to work.

- Bargaining unit members will notify Desk Officer/Dispatcher when leaving residence on sick leave during regular duty hours and give reason to Desk Officer/Dispatcher for documentation.

e. 3 or more incidents in 6 months period or 5 or more incidents in a 12 months period will result in a bargaining unit members being designated **Chronic Sick**. Sick Leave incidents shall not include Sick Leave used in connection with a child, family member or spouse's illness or injury.

Note: Incident defined as one of more days per sick occurrence.

- **Chronic Sick** designation will cause the following regulation to be enforced:
 1. Review of bargaining unit member's performance records.
 2. Elimination of discretionary OT and work assignments for 90 days upon 1st chronic Sick designation. Note: Full 8 months curtailment of OT on 2nd and/or additional Chronic Sick Designation.
 3. All tour change requests, requests for IVD will only be granted by the CO or XO.
 4. Record of Chronic Sick designation will be placed in the Bargaining Unit Members permanent record file.
 5. Chronic Sick designation will be considered when bargaining unit members is being considered for promotions, discretionary details/positions with the department.
 6. Subject to Medical evaluation to determine fitness for duty by Town chosen physical.

16. EDUCATIONAL ASSISTANCE

16.1 The Town, in its efforts to encourage its bargaining unit members to acquire a greater knowledge in their field of employment during their personal time agrees to bear the cost of required tuition but not matriculation costs, laboratory fees, books and materials for job related educational courses. In order for an employee to be eligible for reimbursement for a particular course, prior approval for the course must have been received from the Town.

16.2 Reimbursement as provided in 16.1 (above) shall be made, in accordance with the following:

Grade A	100% Reimbursement
B	75% Reimbursement
C	50% Reimbursement
D	0% Reimbursement
F	0% Reimbursement
W	0% Reimbursement

16.3 Employees who voluntarily terminate employment or who are discharged from the Town within two (2) years from the end of a course for which reimbursement from the Town has been received shall reimburse the Town for the cost of the course pursuant to 16.4 (below). In the case of a termination no reimbursement shall be required until all appeals of the termination have been exhausted or until the time to take appeals has expired.

16.4 Reimbursement shall be made on a six (6) month pro rata basis rounded to the nearest six (6) month period. For example, if an employee leaves four (4) months after a course begun after October 1, 1996 ends, the employee will reimburse the Town for three-quarters (3/4) of tuition for that course (two (2) years is 100%; four (4) months rounded to the nearest six (6) month period is six (6) months; two (2) years minus six (6) months leaves three-quarters (3/4) of two (2) years). If an employee leaves one (1) year and one (1) month after the course terminates they would reimburse the Town one half (1/2) tuition (one (1) year and one (1) month rounded to the nearest six (6) months is one (1) year; one (1) year is fifty percent (50%) half of two (2) years).

16.5 No employee shall be reimbursed for tuition in excess of two thousand (\$2,000) dollars in any fiscal year.

ARTICLE 17. DRUG AND ALCOHOL TESTING

17.1 The Town and the PBA recognize that employee drug and alcohol abuse has an adverse impact on Town government, the image of the Town employees, the general health, welfare and safety of the employees, and to the general public at large. Therefore, the parties agree that the Police Department shall have the right to require employees to submit to drug and alcohol testing designed to detect the presence of illegal drugs and alcohol.

17.2 Drug is defined as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above mentioned substances. Alcohol includes distilled spirits, wine, malt beverages, and intoxicating liquors.

17.3 The Department will require members of the bargaining unit to submit to drug and alcohol tests under the following circumstances:

17.3.1 The Department may require all members of the bargaining unit who suffer an injury in the line of duty and/or are involved in a car accident to submit to a drug and alcohol test immediately after the accident.

17.3.2 The Department will require all members of the bargaining unit to submit to a drug and/or alcohol test based on its belief that the employee to be tested is under the influence of or possibly using drugs and/or alcohol drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (a) Observable phenomena while at work, such as direct observation of drug and/or alcohol usage or of the physical symptoms or manifestations of being under the influence of a drug and/or alcohol.
- (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- (c) A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently corroborated.
- (d) Evidence that an individual has tampered with a drug and/or alcohol test

during employment with the current employer.

(e) Information that an employee has caused, or contributed to, an accident while at work.

(f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Inappropriate employee behavior as described above must be personally observed by a superior officer and witnessed by at least one other employee witness, who may or may not be a superior officer or a police officer.

When confronted by a superior officer, the employee under suspicion will be offered an opportunity to explain to the superior officer, prior to being ordered to take the drug and/or alcohol test, why the aberrant or unusual behavior is noticeable. Drug and/or alcohol testing based upon reasonable suspicion will be conducted only with either the consent of the Police Chief or his/her designee or the consent of the Town Manager or his/her designee. Such approval shall be memorialized in writing and indicate the subject matter of the test, why the test was ordered and listing the specific objective fact(s) constituting "reasonable suspicion." A copy of this written order will be provided to the employee as soon as it is practicable to do so.

Any refusal on the part of the suspected employee to immediately comply with a valid "reasonable suspicion" drug and/or alcohol testing order will result in the immediate causal termination of the employee.

17.3.3 The Department, as part of its medical examination process during pre-employment; during a fitness for duty examination, and during the annual physical examinations, will require the members of the bargaining unit to submit to a drug and alcohol test.

17.3.4 All members of the bargaining unit, at the discretion of the Chief of Police, will be randomly tested for drugs. The selection of the employees to be tested will be made using a neutral software selection program.

17.4 An employee required to submit to a mandatory test for the presence of drugs and/or alcohol shall be entitled to have a PBA or other employee representative present during the test. However, under no circumstances will the drug and/or alcohol test be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

17.5 The following procedures shall apply to the substance abuse testing administered to employees who meet the above stated conditions:

17.5.1 Analysis of specimens will be collected and performed only by laboratories, hospitals or clinics certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow custodial collection protocols and properly maintain legal specimen chain-of-custody. Specimens may include urine, blood, and hair follicle samples.

17.5.2 Specimens shall be drawn or collected at a laboratory, hospital, doctor's office, certified medical facility or even on Town premises by a certified health care professional. If the Town or the collector requires an observer when the urine specimen is given, the observer shall be of the same sex as the employee being tested. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee, and his/her witness should be in existence.

17.5.3 All drug and/or alcohol testing will be conducted using recognized technologies and recognized testing standards. The following standards shall be used to determine what level of detected substance shall constitute a **POSITIVE** test result for urine specimens:

Substance	Screening Test	Confirmation
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates (Heroin, Morphine, Phencyclidine (PCP)	Codeine)2000 ng/mL	2000 ng/mL
Propoxyphene	25 ng/mL	25 ng/mL
	300 ng/mL	300 ng/mL
Alcohol (Ethanol)	0.02 g/dl	0.04 g/dl (blood specimen only)

17.5.4 Levels found below those set above shall be determined as negative indicators. Tests for other non-presented controlled substances will be in accordance with federal and state government screening and confirmation standards.

17.5.5 All positive initial tests shall be confirmed using gas chromatograph/mass spectrometry or an equivalent or more accurate scientifically accepted method approved by AHCA. The test must also use a different scientific principle from that of the initial test procedure.

17.5.6 A Certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. The current MRO for the Town is Kenneth Kaplan, M.D. located at Mount Sinai Medical Center, 4304 Alton Road, First (1st) Floor, Occupational Health Department, Miami Beach, Fl 33140, telephone number, (305) 674-2312. Confirmed positive results will only be communicated to the Town's designated human resources professional after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

17.5.7 Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments.

17.5.8 The following is a list of over the counter and prescription drugs which could alter or affect drug and alcohol test results. Due to the large number of obscure brand names and the constant marketing of new products, this list cannot be and is not intended to be all inclusive:

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof).

Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ioanamine, Fastin, Vicks Nasal Inhalers.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine HCI topical solution (Roxanne).

Phencyclidine: Not legal by prescription

Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussiorganidin, etc.

Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Egic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, Etc.

Benzodiazepines: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.

Methodone: Dolophine, Metodose, etc.

Propoxyphene: Darvocet, Darvon N. Dolene, etc.

17.6 Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the Town will inform the employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide to the employee or job applicant upon request, a copy of the test results. Within five (5) working days after receiving written notification of a confirmed positive test result, an employee or job applicant may submit information to the Town explaining or contesting the test results and why the results do not constitute a violation of the employer's policy. If the Town disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of positive confirmed test results, the Town will respond to the employee. If the employee wishes to maintain the challenge, within thirty (30) days of receipt of the Town's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled. Furthermore, any decision made or action taken which adversely affects the employee under this Article is subject to the grievance and arbitration procedure of this Agreement.

17.7 The results of all tests performed hereunder will be held confidential to the extent permitted by law.

17.8 Any specimens found or admitted to have been adulterated or substituted before, during or after the substance abuse test, will constitute immediate grounds for employee discharge from employment.

17.9 All job applicants and employees have a responsibility to notify the laboratory of any administrative or civil actions brought pursuant to the Drug - Free Workplace Act as found in section 112.0455 of the Florida Statutes.

17.10 The results of such tests shall be handled as if part of an internal affairs investigation, and the employee involved shall be afforded all the rights enumerated in Section 112.532 of the Florida Statutes. The taking of drug and/or alcohol tests from a member of the bargaining unit does not constitute an interrogation within the meaning of Section 112.532 of the Florida Statutes, unless questions are asked at the time the test is taken.

17.11 Disciplinary consequences for having a confirmed positive drug test is the immediate discharge of the employee for cause, and the potential denial of Unemployment Compensation as specified in Sections 440.101 and 440.102 of the Florida Statutes. An employee injured in the line of duty and/or involved in an automobile accident and subsequently confirmed positive for drug and/or alcohol abuse based upon post accident testing will also be terminated from employment and may lose Workers' Compensation benefits.

17.12 An employee who tests positive for alcohol and was not involved in an accident and/or did not suffer an injury in the line of duty while under the influence of alcohol must meet the following conditions to remain employed by the Department:

- (1) Completion of an Employee Assistance Program or Substance Abuse Program approved by the Town.
- (2) During the period the employee is out after a positive alcohol test result, he/she will be placed in a "no-pay" status or they may utilize their accrued vacation leave.

- (3) The employee who had a positive test result and is reinstated must sign a Last Chance Agreement that will specify immediate discharge on a second positive alcohol test.

17.13 Nothing in this Article shall prohibit an employee from voluntarily self- identifying as having a substance abuse problem to either his/her immediate supervisor, Department Head, or an Employee Services Representative, but may not do so just prior to being selected for a drug and/or alcohol test. Requests from employees for assistance in this regard shall remain confidential to the extent permitted by law and shall not be revealed to other employees or members of management without the employee's consent. Employees enrolled in substance abuse programs as outpatients, shall be subject to all Town rules, regulations and job performance standards. The Department will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug and/or alcohol related problem, while under the Department's employ if the employee has not entered an employee assistance program for drug/alcohol related problems, or entered a drug/alcohol rehabilitation program for related problems.

Drug and alcohol abuse are serious personal concerns for many individuals. The Town provides employees in such circumstances with the services of an Employee Assistance Program which may be called to obtain *free, confidential, professional referral assistance*. The program available to employees and utilized by the Town is Horizon Employee Assistance Program.

ARTICLE 18. GRIEVANCE AND ARBITRATION PROCEDURE

18.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstanding between the parties arising from the application and interpretation of this Agreement.

18.2 A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement, excluding disciplinary action (i.e. suspension, demotion, termination) which will be handled in accordance with Article 10.

18.3 Grievances shall be processed in accordance with the following procedure:

Step 1:

The aggrieved employee shall discuss the grievance with his immediate supervisor within seven (7) calendar days of the occurrence which gave rise to this grievance. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the seven (7) day period shall commence running immediately upon the employee's return from such authorized leave. The Association representative may be present to represent the employee. The immediate supervisor shall attempt to correct the problem and/or respond to the employee within ten (10) calendar days. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the time limits provided for the submission of the grievance at Step 1 and signed by the aggrieved employee(s) or the Association representative on their behalf. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. (In the event the Association representative signs said grievance, the employee's name will be listed on the grievance.)

Step 2:

If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if so requested by the employee, shall reduce the grievance to writing and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the time the supervisors response was due in Step 1. The written grievance shall include the contractual provisions being grieved, facts surrounding the grievance, and the remedy requested. The Chief of Police or his designee may meet with the employee, and the Association representative. The Chief of Police or his designee shall respond in writing, ten (10) calendar days from receipt of the grievance.

Step 3:

If the grievance remains unresolved the aggrieved employee may present the written grievance to the Town Manager or his designee within seven (7) calendar days from the time the Chief of Police's response was due in Step 2. The Town Manager or his designee may meet with the employee and the Association representative. The Town Manager or his designee shall respond in writing, within twenty (20) calendar days from receipt of the grievance.

Step 4:

If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Town or the Association may request arbitration on behalf of the employee(s) no later than twenty (20) calendar days after the Town Manager's response is due in Step 3. The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, the parties or their representatives shall jointly request the names of five (5) arbitrators from FMCS. The parties shall select an arbitrator from the list by the method as set forth by FMCS. That arbitration shall be conducted under the rules of the FMCS. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article. It is contemplated that the Employer and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue to be submitted, the Town and the Association shall submit a statement of the issues to the arbitrator.

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties. The Employer shall provide the hearing room. Each party shall bear the expenses of its own witnesses, and shall pay one-half the cost of the impartial arbitrator. Parties desiring copies of the transcript of such arbitration shall bear the expense. Nothing in this article shall be construed to prevent any employee from presenting his own grievance, up to but not including a request for arbitration; however, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

18.4 Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

ARTICLE 19. RULES AND REGULATIONS

19.1 It is agreed and understood that the Town and the Police Department currently have rules and regulations governing employment. The Association agrees that said rules and regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the T o , provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious.

19.2 It is agreed and understood that employees wi11 be provided with copies of any rules and regulations which are new and/or which replace, update, and/or supersede the Town's or Department's present rules and regulations.

19.3 The Town shall give a copy of any newly adopted rule or regulation, as well as any amendment or revision to a rule or regulation, to the Association.

ARTICLE 20. SAVINGS CLAUSE

20.1 Should any provisions of this collective bargaining Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request by either party, both parties shall immediately enter into collective bargaining for the purpose of re- negotiating such Article or Section so affected.

ARTICLE 21. PREVAILING RIGHTS

21.1 All job benefits provided for in writing heretofore enjoyed by all the bargaining unit employees who are not specifically provided for or abridged by this Agreement shall continue. The Agreement will not deprive any employee of any benefits or protections granted by the laws of the State of Florida, Ordinances of the Town of Bay Harbor Islands, or the Rules and Regulations of the Bay Harbor Islands Police Department.

ARTICLE 22.
SENIORITY

22.1 Seniority shall consist of continuous accumulated paid service by classification with The Town. Seniority shall be computed from the date of appointment to the classification and shall accumulate during paid absences because of illness, injury, vacation, military or other authorized leave. In the event bargaining unit employees have the same seniority by classification, seniority shall then be determined in the following descending order: Date of Hire by Department/Date of Hire by Town/Draw Lots.

22.2 Provided operational needs are met, seniority shall be used to determine the following:

- (a) Vacation leave.
- (b) Shift selection and squad which includes days off.
- (c) Off-duty employment rotation assignments.

22.3 Provided operational needs are met and qualifications for selection are equal, seniority shall be a tiebreaker for the following: (a) Assignment of department equipment
(b) Vacancies in specialized units.

22.4 Vacancies in specialized units shall only be filled by non-probationary employees unless non-probationary employees are unqualified or decline the position.

ARTICLE 23. INJURIES IN THE LINE OF DUTY

23.1 If an employee is injured in the line of duty and is entitled as a matter of law to receive Worker's Compensation benefits under Florida's Workers' Compensation Act, the Town will supplement such compensation so that the employee will receive full pay, and he will continue to accrue seniority benefits, for up to ninety (90) calendar days resulting from time lost due to the injury. The ninety (90) day period may be extended for one or more additional periods of up to forty-five (45) calendar days by the Town Manager. The Manager's decision shall not be unreasonable. If the employee receives any other payments from social security, the Town's disability insurance plan, etc., the employee shall immediately report said amounts to the Town and the Town will reduce its supplemental payments to the employee by that amount. It is intended that no employee should ever receive more than his/her full pay.

23.2 If the employee is absent from work for more than one hundred eighty (180) calendar days, and the Town Manager determines that he wants to fill the employee's position he may place the employee on a medical leave of absence for the purpose of further rehabilitation or as a prelude to disability retirement. In that event, the employee will remain eligible for reinstatement to an available and open position for an eighteen (18) month period if, in the determination of the Town Manager, based upon reports of a physician designated by the Town, the employee becomes able to perform the job. The employee may also be examined by his/her own physician. If these physician opinions are different, then the employee would be examined by a third physician that would be selected by the first two physicians and whose determination regarding the employee's return to work capabilities shall be binding. Upon reinstatement, the employee will be returned to the pay step and seniority status in effect at the time full pay by the Town was terminated.

23.3 When so directed by the Town, any employee on disability leave shall present himself/herself to an examination at any reasonable time to any physician designated by the Town. The Town will bear the full expense of said examination. The refusal of any such employee to present himself/herself for an examination will operate to automatically terminate his/her disability leave.

23.4 Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the Town, as approved by the employee's treating physician, he/she may be required to do so as a condition to receiving the benefits specified in paragraph 23.1.

ARTICLE 24 OFF-DUTY EMPLOYMENT

24.1 The Town agrees that employees working off-duty employment will receive compensation for off duty work according to a fee schedule set by committee comprised of one member appointed by the Chief, one representative of each shift and a PBA representative.

24.2 Personnel assigned to off-duty law enforcement jobs shall be fully protected in case of line of duty injury during such assignment by Workmen's Compensation and Town disability leave coverage.

24.3 When available, the Town will furnish a hand-held radio unit to an employee working an approved off-duty employment detail.

24.4 In addition to the amount paid the employee, the Town shall charge the permittee a surcharge of two dollars (\$2.00) per hour worked.

24.5 The Town agrees to take the appropriate steps to implement and employ a private entity who will be in charge of the off duty program, including but not limited to off duty record keeping, financial tracking and the assignment of officers to off duty employment. The Town has prepared a detailed off duty departmental policy delineating the responsibilities of employees and the coordinator(s) regarding off duty employment.

ARTICLE 25. UNIFORMS, SAFETY AND EQUIPMENT

25.1 All uniform and equipment benefits provided on a department wide basis shall remain in full force and effect. Employees shall receive replacement items as needed.

25.2 The parties acknowledge that law enforcement is, by its very nature, a hazardous occupation and employees understand that the nature of the job environment exposes them to hazardous conditions. The Town will make a reasonable effort to ensure that its equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in this Agreement. Employees will make a conscientious effort to maintain a safe working environment.

25.3 The Town will make a reasonable effort to ensure that equipment it purchases will not jeopardize the health or safety of bargaining unit employees and will be adequately maintained. Employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to ensure equipment is inspected and not subject to abuse.

25.4 The Town will provide all bargaining unit employees with an approved bullet proof vest, which shall be worn by bargaining unit employees when performing patrol duties or as otherwise directed by the Chief of Police.

25.5 Except for instances involving employee negligence, if an employee's personal property is lost or damaged as a consequence of his official duties, (i.e., through physical violence, accident, or assault) and no other reimbursement source is available, the Town, upon approval by the Manager, will reimburse the employee for the replacement of property to a maximum of one hundred percent (100%) of replacement cost or one hundred fifty dollars (\$150.00), whichever is less.

25.6 Vehicles:

A. Upon ratification of this Agreement, the Town shall implement a Take Home Vehicle Program (hereafter referred to as “THVP”). The Chief of Police shall the right and authority to determine the assignment of vehicles. The removal of an assigned vehicle shall be at the Chief’s discretion. Vehicle assignments are understood to be based on operational necessity and subject to the THVP policy guidelines and standards that shall be established by the Chief of Police as soon as practicable after (or prior to) the execution of this Agreement.

B. All police vehicles will be equipped with:

- (a) Surgical gloves
- (b) One way resuscitation device
- (c) Disinfectant
- (d) Bargaining unit members will be permitted to carry semi-automatic weapons while on duty and off duty under the following conditions:
 - 1) Those employees wishing to carry semi-automatic weapons will make their selection from a choice of types as determined by the Chief of Police, based upon the recommendation of the Firearms Committee.
 - 2) The weapon must be inspected and certified as safe by an expert designated by the Chief of Police.
 - 3) The employee must be able to disassemble and reassemble the weapon.
 - 4) The Town will provide ammunition for use in the approved semi-automatic weapons.

25.7 A Labor/Management Safety Committee will meet, as needed, to address issues involving employees' safety, accident prevention, etc. Labor Representatives shall not be considered on duty and thus are not entitled to compensation when attending such meetings.

25.8 Any bargaining unit member who retires from the Bay Harbor Police Department with twenty (20) years or more of service shall be presented with and receive his/her retiree badge and their service issued handgun.

ARTICLE 26. LAW ENFORCEMENT TRAINING

26.1 Every employee shall be provided mandatory in-service training as required by Florida Statute Section 943.135. Time spent at such training shall be treated as regular duty hours.

26.2 The Town agrees to schedule two (2) days per year for range qualification. The costs of ammunition and range fees are to be paid by the Town.

26.3 A bargaining unit employee assigned to range qualification on his/her days off shall be paid eight (8) hours at the time and half rate of pay unless such range qualification is assigned within (1) one hour or less of his/her regularly scheduled shift. In such cases, the employee shall be paid a minimum of three (3) hours at the overtime rate. An officer who is assigned to fire at the range on his/her regularly scheduled workday while not actively on duty will be paid a minimum of two (2) hours at the overtime rate of pay. Officers firing while working their regular shift (on duty) are not entitled to any extra compensation. If an officer is assigned to the range during his/her regularly scheduled day off and if such range qualification is not assigned within one hour or less of the end of the officer's scheduled shift, he/she shall receive eight (8) hours straight pay. If an officer is assigned to the range during his/her regularly scheduled day off within one (1) hour or less of his/her regular shift, the officer shall receive a minimum of three (3) hours at the overtime rate.

ARTICLE 27. INSURANCE BENEFITS

27.1 The Town shall provide health insurance for all bargaining unit members.

27.2 The Town shall pay the full coverage premium for each bargaining unit member.

27.3 The Town shall pay sixty-five percent (65%) of the premium toward dependent coverage for bargaining unit members who elect to subscribe to such coverage.

27.4 Employees who voluntarily opt out of the Town's health insurance coverage due to coverage eligibility elsewhere shall receive fifty percent (50%) of the monthly health insurance premium paid by the Town for individual HMO coverage. This will be paid to the employee on a monthly basis.

27.5 The Town shall pay three hundred and seventy-five dollars (\$375.00) per month for each bargaining unit member who retires after October 1, 2005 ("Retirees"), under the normal retirement criteria set forth in the police officers' pension plan until such time as the Retiree reaches age 65. These three hundred and seventy-five dollars (\$375.00) shall be used by the Retiree to pay for his/her health insurance premium. In order to qualify for this benefit, Retirees will be required to complete an annual affidavit certifying that they are not receiving other moneys to pay for their health insurance premiums.

27.6 The Town shall provide each bargaining unit member with fifty thousand dollars (\$50,000.00) in life insurance coverage. The Town shall pay the full cost of the premium.

ARTICLE 28. WAGES

28.1 Employees shall be paid as follows:

A. Covered employees in the rank of officers and detectives shall be paid a 4% pay increase effective the first pay period following the beginning of fiscal year October 1, 2020.

B. Covered employees in the ranks of Sergeants shall be paid a 4% pay effective the first pay period following the beginning of fiscal year October 1, 2020.

C. Covered employees in the ranks of Lieutenants shall be paid a 4% pay effective the first pay period following the beginning of fiscal year October 1, 2020.

28.2 Longevity Increases - After completing ten (10) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing twelve (12) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing fifteen (15) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salary shall be increased by another five percent (5%). After completing twenty (20) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing twenty-five (25) years of service employees' base salaries shall be increased by five percent (5%). After completing thirty (30) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%).

28.3 Employees assigned to a position of detective will receive an annual clothing allowance of seven hundred and fifty dollars (\$750) which will be paid on a quarterly basis.

28.4 Employees shall receive a twenty (\$20.00) dollar bi-weekly law enforcement allowance/reimbursement.

28.5 Employees who are assigned and work the twelve (12) hours of the second shift for more than thirty (30) consecutive days shall be paid a three percent (3%) night differential for the twelve (12) hours worked.

28.6 Employees assigned to work as detectives shall receive a five percent (5%) differential.

28.7 Employees not assigned to the position of detective shall receive an annual clothing allowance of five hundred dollars (\$500) annually to be paid in the last check of the calendar year.

28.8 Employees appointed to the rank of Corporal, upon appointment, shall receive an increase in base salary of three percent (3%).

28.9 Field Training Unit: Only CJSTC trained and Field Training Officer (“FTO”) certified shall receive an increase in base salary of five percent (5%) for the time the FTO is training a new officer. Officers who perform field training duties on a temporary basis are not eligible for FTO pay under this section; “temporary basis” is defined as time amounting to less than a work week. The Town’s payroll department shall be notified by the Chief of Police and/or the Chief’s designee of when the FTO assignment commences and when it concludes as to assure that the proper pay adjustments are made.

ARTICLE 29. PENSION

29.1 The town agrees to take the appropriate steps to implement the following benefits to the Police Officer Pension Plan ("Plan") as soon as practicable:

29.1.1 Effective October 1, 2005, employee contribution shall be seven percent (7%) of earnable compensation to the Plan and effective October 1, 2006, employee contribution shall be eight percent (8%) of earnable compensation to the Plan.

29.1.2 The pension multiplier for creditable service rendered on or after October 1, 2014 shall be equal to three point five percent (3.5%) of the monthly average final compensation multiplied by the number of years of creditable service. Bargaining unit employees who elect to receive this benefit shall be required to pay the full eight percent (8%) employee contribution for those years of service. The town agrees to allow the employee up to thirty-six (36) months to pay total eight percent (8%) contribution.

29.2 The employees' pension benefit shall be based on their best three (3) years of service.

29.3 Employees' shall fully vest in the pension plan after five (5) years of creditable service.

29.4 Upon ratification of this Agreement the Town agrees to take the appropriate steps to make the necessary changes to the Town's pension ordinance to include and implement a Deferred Retirement Option Program (hereafter referred to as "DROP") as soon as possible. Upon the execution of this Agreement a committee shall be established for the purpose of initiating a DROP. This committee shall consist of three (3) members: One (1) member to be designated by the Town, one (1) member to be designated by the PBA and one (1) member to be designated pursuant to the mutual agreement of the two initial members designated by the Town and the PBA.

A DROP shall be adopted and administered by the Retirement Board. Participation in the DROP shall be limited to five (5) years. The five (5) year participation period shall be measured from actual retirement of the Participant. Upon entering the DROP, a participant shall elect whether the earnings credited to the Participant's DROP account shall be the actual net investments return realized by the Plan (determined quarterly). Thereafter, on or before

December 1st of each year, Participants shall make an annual irrevocable investment election for the following calendar year between the actual net investment return realized by the Plan. Investment elections shall be in writing and submitted to the Retirement Board. *If a Participant fails to timely submit a written investment election to the Retirement Board, the default investment election for the Participant's DROP account will be the prior year's selection.* The DROP shall contain such other terms and conditions as the Retirement Board deems necessary and appropriate for proper administration of the DROP.

29.5 The Town further agrees to take the appropriate steps to modify the current plan to permit members to purchase up to four (4) years of prior police or military service. The members shall be responsible for the full cost of any years purchased.

Continuous employment shall also include credit for military service occurring prior to a Participant's employment with the Town as well as prior service as a police officer for some other employer as long as the Participant is not entitled to receive a benefit for such other prior service as a police officer provided that the Participant contributed to the Fund the sum that he would have contributed, based upon his salary and the employee contribution rate in effect at the time the service credit is requested, had he been a Participant of the Plan for the years or fractional parts of years for which he/she is requesting credit plus any amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus the payment of costs for all professional services rendered to the Board in connection with the purchase of years of service. Payment by the Participant of the required amount shall be made within six (6) months of his/her request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement.

ARTICLE 30. TERM OF AGREEMENT

30.1. This Agreement shall become effective immediately after ratification by the Association and approval by the Town Council, and shall remain in effect until September 30, 2021 or until a successor Agreement is ratified by the parties.

30.2 It is agreed and understood that this Agreement constitutes the whole Agreement between the Town and the Association, and that after a majority vote of those bargaining unit members voting on the question of ratification and, thereafter, upon the approval of the Town Council, shall become effective as indicated in 30.1 above.

30.3 Agreed to this day ____ of _____, 2020, between the respective parties through an authorized representative(s) of the Town and the Association.

FOR THE TOWN OF BAY HARBOR ISLANDS:

Marlene Siegel, Interim Town Manager

FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION:

Steadman Stahl, President

Michael Braverman, Esq.
Counsel for DCPBA

Cristina Escobar, Esq.
Counsel for DCPBA

SCHEDULE A

PAY PLAN EFFECTIVE FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

POLICE OFFICER SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

LIEUTENANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 17.

ITEM: Consideration and Approval of a proposal provided by Lakes Engineering Inc. in the amount of \$60,013.00 for construction engineering and inspection services related to the repairs for the utility line support C-Channel on the Indian Creek Bridge. Enclosed is a copy of the proposal provided by Lakes Engineering.

DESCRIPTION:

Lakes Engineering Inc has submitted a scope and fee proposal to develop and provide a bid package on behalf of the Town for the advertisement and procurement of the tendon repairs for the Utility Line support C-Channel on the Indian Creek Bridge.

The scope of services is as follow:

- * Assist in developing a bid package that plan assembly, specifications assembly, with pay item list for contractors to bid.
- * Provide reference to plans and specification already developed for the tendon repair.
- * Review and comment on the Town's contract language for the purpose of this specific bid.
- * Provide support during the bidding process such as answering questions to perspective bidders.
- * Provide limited construction engineering inspections services. The firm will provide weekly inspections and conduct biweekly meeting to provide progress reports.

The repair work has been in the planning stages for approximately three years, and the condition of the C-Channel on the Indian Creek Bridge is progressively getting worse.

Attached to this item is the proposal from Lakes Engineering, totaling \$60,013.00 in associated costs. The project is part of the approved budget for FY 20-21.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The proposed project has been budgeted in the 2020/2021 Budget year.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project # (s)	Amount Budgeted
Replace the U-Channel Under the Indian Creek Bridge	1/14/2021	\$60,013.00	401.5415.4000071		\$350,000.00

Submitted By: Douglas Armstrong, Assistant Public Works Director

Maria Lasday, Town Manager

ATTACHMENTS

1. INDIAN CREEK BRIDGE TENDON REPAIR FROM LAKES ENGINEERING
11DEC20



A BCC Engineering Company

November 19, 2020

Douglas P. Armstrong
Public Works Director
Town Of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, Fl 33154

SUBJECT: Lakes Engineering General Engineering Services Task Work Order 3
VIA email: darmstrong@bayharborislands-fl.gov
RE: Indian Creek Bridge Tendon Repair Bridge 875103

Dear Mr. Armstrong:

As discussed, Lakes Engineering, Inc. is preparing this scope and fee proposal for the above referenced project. Lakes Engineering, Inc. a BCC Engineering, LLC company, will develop and provide a bid package on behalf of the town for the advertisement and procurement of the tendon repairs for the Utility line support C-Channel on Bridge 875103. Scope is as follows:

1. Assist the Town in Developing bid package that plan assembly, specifications assembly, with pay item list for Contractor to bid.
2. Provide Reference to Plans and Specification already developed for the Tendon Repair.
3. Review Town's contract Language and Develop changes to Language for the purposes of this bid.
4. Provide Support during the bidding process such reviewing questions and providing answers to perspective bidders.
5. Work with Town Legal Counsel in providing necessary language in Contract.
6. Provide limited CEI services. Given the scope the work does not require a full-time inspection service. We will provide weekly inspections and conduct biweekly meetings and provide progress reports and approval of contractor payments.

Fees: \$37,213.00 Bid Package LUMP SUM \$ 22,800.00 CEI LUMP SUM
Total \$60,013.00

Our Fees are for technical engineering support. The Town's Legal Counsel will be required to provide all Legal work and reviews of Contract prior to issuance of bid package. Our fees include providing support to the Town and Legal Counsel as necessary to prepare the bid package.

Sincerely,

LAKES ENGINEERING, INC.

Eugenio L. Ochoa, P.E.
President

Eugenio L Ochoa

Eugenio L Ochoa
2020.11.19 10:46:51 -05'00'

[https://bcceng-my.sharepoint.com/personal/eochoa_bcceng_com/Documents/Pursuits/Douglas Armstrong10.22.20.docx](https://bcceng-my.sharepoint.com/personal/eochoa_bcceng_com/Documents/Pursuits/Douglas%20Armstrong10.22.20.docx)

6401 SW 87th Avenue Miami Florida 33155 Tel. 305-667-1657

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 18.

ITEM: Consideration and Approval of a proposal provided by Lakes Engineering in the amount of \$27,540.00 for engineering and consulting services for the emergency repairs of a damaged Florida Power & Light (FPL) conduit and powerline located on the north side of the Inter-Coastal Waterway Bridge. Enclosed is a copy of the proposal and other supporting documents.

DESCRIPTION:

The 50,000 volt power cable, encased in PVC conduit and running along the north face of the east half of the ICW Bridge has been deteriorating. The supports holding the electrical conduit to the bridge were initially installed using zinc-coated, galvanized brackets, which are now failing because of the salt environment. Since Hurricane Irma in 2017, Town personnel have had to secure ropes to the conduit, pull it up from near the water, and tied it off to the bridge railing. This strategy has worked; however, it seems that every time there is a heavy wind event, more of the brackets have failed. Tropical Storm Eta, in November of 2020, broke several brackets (see attached photos). It is only a matter of time before all of the brackets fail and the conduit and power line completely fail and fall into the water, creating, which can cause a loss of power to the Bridge and the Chevron station,

In order to make this hazard safe, the Town has sought the assistance of Lakes Engineering in preparing a scope and fee proposal for the preparation of electrical plans for the relocation of the high voltage line and conduit. The scope of work includes; review and development of alternate attachment methods for the conduit; preparation of electrical plans for the relocation; a bid package and after-bid services; and limited Construction Engineering and Inspection Services.

Enclosed is a copy of the proposal and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This is an emergency repair item that was not budgeted for FY '20-'21. The cost of Lakes Engineering services in the amount of \$27,540.00 will require an appropriation from the Causeway Reserve Fund.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1. ICW ELECTRICAL LINE AND CONDUIT REPAIR FROM LAKES ENGINEERING
14DEC20
2. ICW BRIDGE ELECTRICAL CONDUIT NO 1 14DEC20



A BCC Engineering Company

November 19, 2020

Douglas P. Armstrong
Public Works Director
Town Of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, Fl 33154

SUBJECT: Lakes Engineering General Engineering Services Task Work Order 4.

VIA email: darmstrong@bayharborislands-fl.gov

RE: Preparation of Electrical Plans for the Relocation of high voltage line

Dear Mr. Armstrong:

As discussed, Lakes Engineering, Inc. is preparing this scope and fee proposal for the above referenced project. Lakes Engineering, Inc. a BCC Engineering, LLC company, will prepare engineering plans on behalf of the Town for the repair of the damaged FPL power line on Bridge 875101. Scope is as follows:

1. Review of the attachment method of the line.
2. Review and Development of alternative attachment of the FPL line to the bridge for the repair section that can be used throughout the bridge.
3. Repair and Relocation of High Voltage FPL line.
4. Preparation of Electrical Plans for the Relocation of high voltage line.
5. Construction Engineering and Inspection Services for the work. We do not anticipate full time inspection for this work. This would be based on two inspections a week for one month but will include monitoring of Contractor work, progress payments, and final documentation.
3. Schedule. We anticipate 30 days non inclusive of the Town's Time.

Fees: \$27,540.00 LUMP SUM

Should you have any questions, please do not hesitate in contacting me.

Sincerely,

LAKES ENGINEERING, INC.

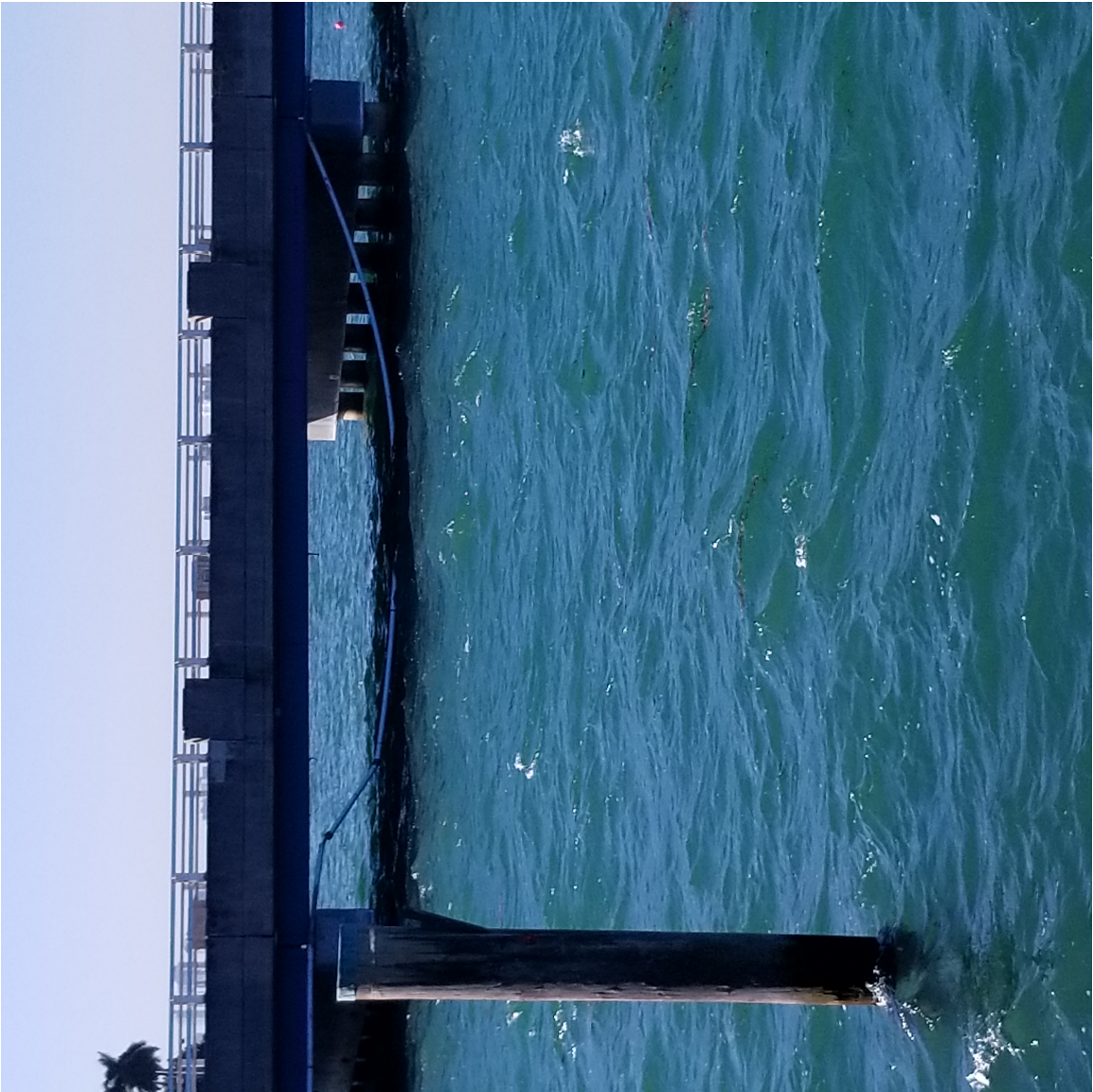

Eugenio L. Ochoa, P.E.
President

Eugenio L Ochoa

Eugenio L Ochoa

2020.11.19 10:55:08 -05'00'

https://bcceng-my.sharepoint.com/personal/eochoa_bcceng_com/Documents/Pursuits/Douglas_Armstrong_FPL_Line10.22.20.docx



AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 19.

ITEM: Consideration and approval of a proposal by Lakes Engineering Inc. in the amount of \$308,100 for engineering consulting services for the rehabilitation of the Intra Costal Waterway Bridge to address the repairs as provided in the inspection report provided by Marlin Engineering.

DESCRIPTION:

This item is for repairs to the ICW Bridge resulting from the inspection report by Marlin Engineering in January 2020. Although there were many items cited by the Marlin inspection which require attention, the proposal from Lakes Engineering only covers those items in the inspection report that Town employees are unable to repair. Lakes' scope is to; perform a field inspection to confirm findings via the action list taken from the January 2020, inspection; confirm MOT conditions; prepare final bridge construction documents; a complete bid package, pre and post bid services and Construction Engineering and Inspection services for the six months of estimated project time.

The attached Lakes Engineering proposal shows those items in need of repair, by photo number, in the Marlin Inspection Report (also attached).

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

A total amount of \$500,000 was budgeted in the 2020/2021 Budget Year for the rehabilitation project of the ICW Bridge.

However, it is unknown, at this time, what the actual cost of the entire scope of repairs will cost.

Because of the initial up-front cost of \$308,100.00 in preparing plans, specifications, a complete bid package, after bid services, and Construction Engineering and Inspection services. The Town can specify that the remaining total of \$191,900.00 be used to partially fund the most pressing repairs in this fiscal year. The cost of the remaining work will be known by the next budget cycle and will be included in 2021/2022 fiscal year.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Rehabilitation of the ICW Bridge	1/14/2021	\$308,100.00	Causeway Operations		\$500,000.00

Submitted By: Douglas Armstrong, Assistant Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1. ICW BRIDGE REPAIR FROM JAN 2020 INSPECTION BY LAKES ENGINEERING
14DEC20
2. 875101 20200131 Routine Bridge Inspection 2020



A BCC Engineering Company

October 27, 2020

Douglas P. Armstrong
Public Works Director
Town Of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, Fl 33154

SUBJECT: Lakes Engineering General Engineering Services Task Work Order 5 rev.
VIA email: darmstrong@bayharborislands-fl.gov
RE: Preparation of Bridge Rehabilitation Plans

Dear Mr. Armstrong:

Thank you for your consideration of our firm. We are pleased to provide this scope and fee estimate for the rehabilitation of the Broad Causeway Bridge over the Intercoastal. As discussed, Lakes Engineering, Inc. (a BCC Engineering Company), will prepare engineering plans on behalf of the Town.

The Scope is as follows: Perform a field inspection to confirm bridge elements that have undergone significant deterioration, compare findings to the latest Bridge Inspection Report and the Town's action list below, and confirm conditions pertaining to Maintenance of Traffic (MOT) needs. Preparation of final repair construction documents (bridge plans and MOT plans), quantities, cost estimates, and Specifications and CEI services for 6 months. Items Identified by the Town:

ITEM	SCOPE
Bridge Inspection Report Photo	Deficiency
306-01	Epoxy inject and secure loose section of deck joint plate.
210-02	Seal voids between footing and seal (underwater).
210-03	Repair spall inside bascule pier - exposed rebars.
8571-E01	Secure the near side submarine cable supports.
152-05	Repair hole in steel gusset plate for cross bracing.
152-07	provide missing bolts at gusset plate connection.
152-08	provide missing bolts at angle connection (similar to above).
12-02	repair concrete sidewalk at bridge approach.
12-08	attach utility pipe that is now supported by rope on spans not covered by Task Work Order 4.
12-09	repair spall on span 1 deck.
12-10	Clean and coat rebars and repair spalls along deck underside.
12-11	Clean and coat rebars and repair spalls under deck random.
301-01 thru 03	Repair damaged joint seal and adjacent spalls on headers.
8290-02 and 03	Fill undermined areas beneath footing of bascule piers.
310-03	Provide one anchor bolt at pier 28.
333-01	Repair delamination on south railing.

October 27, 2020

Douglas P. Armstrong
Page 2 of 2

Any additional deficiencies observed during the BCC field review will be coordinated with the Town on a case by case basis. Project Limits: The project involves "bridge proper" improvements extending to include the limits of the bridge approach slabs.

EXCLUSIONS and LIMITATIONS

Exclusions

The scope of work does not include:

- Load rating of the existing structure.
- Performing traffic counts.

Limitations

* Environmental FEE below is an estimate depending on the disposition from permitting agencies and may require more fees.

** The Scope of Work Includes Construction Engineering Services During Construction. CEI Services are for full contract administration based on six (6) months of Construction time.

FEEES

Design Plans and Specs	\$ 84,000.00	LUMP SUM
Post Design Services	\$24,000.00	COST PLUS
Environmental Services	\$ 30,000.00 *	COST PLUS
CEI Services	\$ 170,100.00 **	COST PLUS

Total Funds to be encumbered are \$308,100.00

Should you have any questions, please do not hesitate in contacting me.

Sincerely,

LAKES ENGINEERING, INC.



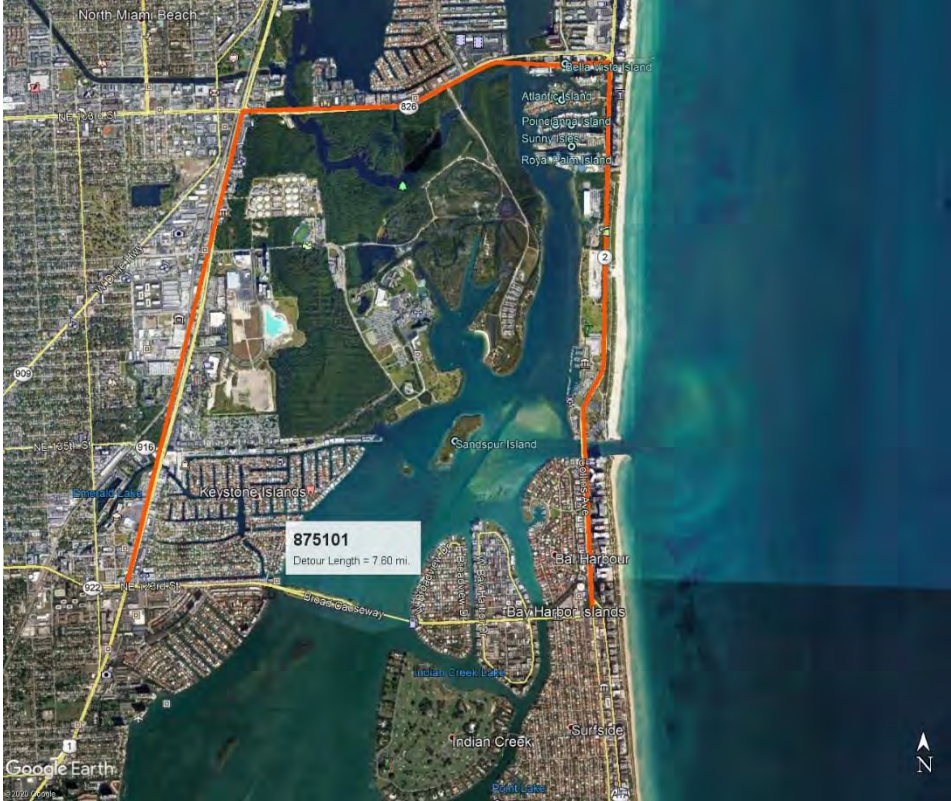
Eugenio L Ochoa

Eugenio L Ochoa

2020.10.27 11:59:14 -04'00'

Eugenio L. Ochoa, P.E.
President

[https://bcceng-my.sharepoint.com/personal/eochoa_bcceng_com/Documents/Pursuits/Douglas Armstrong Task Work Order 5 Bridge Repair Services0.22.20.docx](https://bcceng-my.sharepoint.com/personal/eochoa_bcceng_com/Documents/Pursuits/Douglas%20Armstrong%20Task%20Work%20Order%205%20Bridge%20Repair%20Services0.22.20.docx)

	BRIDGE INSPECTION REPORT PREPARED FOR: FDOT District 6 BRIDGE OWNER: Town of Bay Harbor Island INSPECTION TYPE: Special-Movable CONTRACT No. CA611	Inspected by: Marlin Engineering, Inc.
Bridge No. 875101	REPORT CONTAINS	Inspection Date: 01-31-2020
☒ BrM Inspection Report ☒ CIDR Information ☒ Bridge Profile ☒ UW Inspection Report ☒ Fracture Critical Data ☒ Load Rating Summary Sheet ☒ Addendum ☒ Mechanical and Electrical Data		
 01/31/2020		
NE 123rd Street	Facility Carried & Location	0.8 mi. East of US-1
 875101 Detour Length = 7.60 mi.		
Location Map		Detour Length = 7.60 mi.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875101**DISTRICT: D6 - Miami****INSPECTION DATE: 1/31/2020 JEHM**

BY: Marlin Engineering, Inc.	STRUCTURE NAME: BROAD CAUSEWAY DRAW
OWNER: 4 City/Municipal Hwy Agy	YEAR BUILT: 1951
MAINTAINED BY: 4 City/Municipal Hwy Agy	SECTION NO.: 87 066 000
STRUCTURE TYPE: 3 Steel - 16 Movable-Bascule	MP: 4.214
LOCATION: 0.8 MILE EAST OF US-1	ROUTE: 00000
SERV. TYPE ON: 5 Highway-pedestrian	FACILITY CARRIED: NE123RD ST.
SERV. TYPE UNDER: 5 Waterway	FEATURE INTERSECTED: INTRACOASTAL W/WAY

☒ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI with Movable

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 1/31/2020 UNDERWATER: 1/31/2020

SUFFICIENCY RATING: 46.1
HEALTH INDEX: 95.49

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875101

DISTRICT: D6 - Miami

INSPECTION DATE: 1/31/2020 JEHM

BY: Marlin Engineering, Inc.
 OWNER: 4 City/Municipal Hwy Agy
 MAINTAINED BY: 4 City/Municipal Hwy Agy
 STRUCTURE TYPE: 3 Steel - 16 Movable-Bascule
 LOCATION: 0.8 MILE EAST OF US-1
 SERV. TYPE ON: 5 Highway-pedestrian
 SERV. TYPE UNDER: 5 Waterway

STRUCTURE NAME: BROAD CAUSEWAY DRAW
 YEAR BUILT: 1951
 SECTION NO.: 87 066 000
 MP: 4.214
 ROUTE: 00000
 FACILITY CARRIED: NE123RD ST.
 FEATURE INTERSECTED: INTRACOASTAL W/WAY

- ☒ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS
☐ THIS BRIDGE IS SCOUR CRITICAL
☐ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION
☒ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI with Movable

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 1/31/2020 UNDERWATER: 1/31/2020

OVERALL NBI RATINGS:

DECK: 5 Fair	CHANNEL: 7 Minor Damage
SUPERSTRUCTURE: 5 Fair	CULVERT: N N/A (NBI)
SUBSTRUCTURE: 7 Good	SUFF. RATING: 46.1
PERF. RATING: Fair	HEALTH INDEX: 95.49

FIELD PERSONNEL / TITLE / NUMBER:

Quintana, Jose - Professional Engineer (P.E. #47072) (lead)
 Porras, Omar - Senior Diver Bridge Inspector (CBI#0368)
 Jandreski, Diana - Mechanical Engineer
 Costa, Raphael - Sr. Electrical Engineer, PE
 Campo, Luis - Bridge Inspector Assistant
 Sanchez, German - Bridge Inspector Assistant
 Popp, Jacob - Assistant Bridge Inspector/Diver
 Gomez, Hiram - Bridge Inspector Assistance

INITIALS

JQ Digitally signed by JQ
Date: 2020.03.16
09:50:12 -04'00'
 OP Digitally signed by OP
Date: 2020.03.16
09:50:07 -04'00'
 DJ Digitally signed by DJ
Date: 2020.03.16
09:50:40 -04'00'
 RC Digitally signed by RC
Date: 2020.03.16
09:50:52 -04'00'

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Rego, Alexis - Bridge Inspector (CBI#00409)

AR Digitally signed by AR
Date: 2020.03.16
09:51:03 -04'00'**CONFIRMING REGISTERED PROFESSIONAL ENGINEER:**

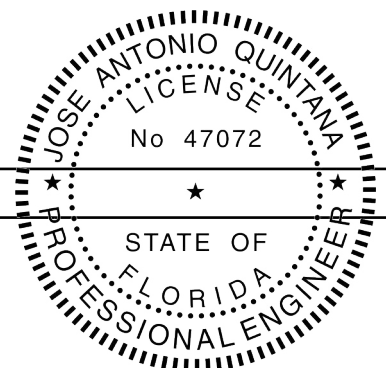
Quintana, Jose - Professional Engineer (P.E. #47072) Marlin Engineering, Inc.
 1700 NW 66 Avenue
 Ste 106
 Plantation FL 33313

Jose A
Quintana

Digitally signed by Jose A
 Quintana
 Date: 2020.03.16 11:00:52
 -04'00'

SIGNATURE: _____

DATE: _____



The official record of this package has been electronically signed and sealed by Julie A. Vers, P.E. on the date adjacent to the seal as required by Rule 61G15-23.004, F.A.C.. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875101

DISTRICT: D6 - Miami

INSPECTION DATE: 1/31/2020 JEHM

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	28 / 4	Steel Deck - Open Grid	4598	99.96	1	0.02	1	0.02	0	.	4600 sq.ft
Unit 0	1010 / 4	Cracking	0	.	0	.	1	100	0	.	1 sq.ft
Unit 0	1020 / 4	Connection	3	75	1	25	0	.	0	.	4 sq.ft

Element Inspection Notes:

28/4 Refer to Defect 1020 and 1010 for deficiencies.

1010/4 CS-3:
 _The Near Adjacent lock compartment access, 4th panel from the west has 5 welds cracked at the NW corner. Refer to Photo 28-01. NEW.

1020/4 CS-2:
 _The Near Adjacent lock compartment access deck grid has 1 of 5 panels loose at the SE corner of the west leaf (Panel 4) due to not fully tight screw (1 of 4). Refer to Photo 28-01. NEW.

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	29 / 4	Steel Deck - Conc Fill Grid	2424	100	0	.	0	.	0	.	2424 sq.ft

Element Inspection Notes:

29/4 SECONDARY:
 _The sidewalks have areas of map cracking and random longitudinal and diagonal cracks up to 1/32in. W. NO CHANGE. NCAR.
 _The 3ft. wide exposed concrete strips in Spans 9 and 11 at the bascule piers deck top have up to full length x 1/32in. W longitudinal cracks. NO CHANGE. NCAR.

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	306 / 4	Other Joint	40	50	0	.	40	50	0	.	80 ft
Unit 0	2370 / 4	Metal Deterioration or Damage	0	.	0	.	40	100	0	.	40 ft

Element Inspection Notes:

306/4 Note: This element represents the traffic plates at each side of the bascule pier span.

Refer to Defect 2370 additional deficiencies.

2370/4 CS-3:
 _The east traffic plate is loose at two locations. In an area 4ft L x 1ft. W located 18ft. from the north sidewalk and the other, 2ft. L x 1ft. W located 44ft. from the north sidewalk. Refer to Photo 306-01. NEW.
 _The east traffic plate has areas up to 1 ft. L x 3in W of pitting corrosion along the edges . NO CHANGE. NCAR.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875101

DISTRICT: D6 - Miami

INSPECTION DATE: 1/31/2020 JEHM

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	210 / 4	Re Conc Pier Wall	0	.	98	87.5	14	12.5	0	.	112 ft
Unit 0	1080 / 4	Delamination/Spall/Patched Area	0	.	0	.	5	100	0	.	5 ft
Unit 0	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	7	100	0	.	7 ft
Unit 0	1130 / 4	Cracking (RC and Other)	0	.	10	83.33	2	16.67	0	.	12 ft
Unit 0	1190 / 4	Abrasion(PSC/RC)	0	.	88	100	0	.	0	.	88 ft

Element Inspection Notes:

210/4 PREVIOUS RECOMMENDED CORRECTIVE ACTION:
 _Seal voids on the footing interfaces of Bascule Piers 10 and 11, north and south faces.

CORRECTIVE ACTION EVALUATION:
 _The corrective action noted above was not completed. Recommendation will be repeated.

CORRECTIVE ACTION TAKEN:
 _Spall/delamination at sidewalk north face at Pier Wall 11 has been repaired. Refer to Photo 210-01.

From the 2020 Underwater Inspection:

SECONDARY:
 _Bascule Piers 10 and 11, south and north faces have voids up to 8in. H x 36in. L of penetration between the footing and seal. Refer to Photo 210-02. NO CHANGE.

Refer to Defects 1080, 1120, 1130 and 1190 for additional deficiencies.

1080/4 From the 2020 Top Side Inspection:

CS-3:
 _Inside Bascule Pier 10, NW pedestal support for the counterweight span exhibits a spall 18in. H x 12in. L x 4in. D with 2 exposed rebars on the NE corner. Refer to Photo 210-03. NEW.
 _The west face of Bascule Pier 11, 2ft. from the top has two painted over spalls up to 10in. L x 5in. H x 1in. D with minor rust staining. Refer to Photo 210-04. NO CHANGE. NCAR.
 _The deck underside at north face in pier wall 10 has a spall up to 12in. diameter with 2 exposed rebars at 2ft from west end. NO CHANGE. NCAR.

From the 2020 Underwater Inspection:

CS-3:
 _Bascule Pier 10, NE corner has a spall 16in. H x 18in. W x 3in. D, 12 in. below high water mark. Refer to Photo 210-05. NO CHANGE. NCAR.

1120/4 From the 2020 Top Side Inspection:

CS-3:
 _Pier wall 11 at west face has corrosion bleed out at north end, 6ft. above high water mark. Refer to Photo 210-06. NO CHANGE. NCAR.
 _Pier wall 11 at south face has corrosion bleed out from pipes in the wall. Refer to Photo 210-07. NO CHANGE. NCAR.

1130/4 From the 2020 Underwater Inspection:

CS-3:

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875101

DISTRICT: D6 - Miami

INSPECTION DATE: 1/31/2020 JEHM

_Bascule Pier 10, SW corner has a vertical crack 4ft. L x 1/16in. W with corrosion bleed out, extending 5in. below high water mark. Refer to Photo 210-08. NO CHANGE. NCAR.
 _Bascule Pier 11, SE corner has a vertical crack 21in. L x 1/16in. W with corrosion bleed out, at top of marine growth. Refer to Photo 210-09. NO CHANGE. NCAR.

CS-2:

_Both bascule piers have a total of 10 vertical cracks up to 12ft. L x 1/32in. W, some with light efflorescence at random locations. NO CHANGE. NCAR.

1190/4 From the 2020 Underwater Inspection:

CS-2:

_There is scaling on pier walls up to 1/8in. D at the top of marine growth. NO CHANGE. NCAR.

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	313 / 4	Fixed Bearing	12	100	0	.	0	.	0	.	12 each
Unit 0	8516 / 4	Painted Steel	36	100	0	.	0	.	0	.	36 sq.ft

Element Inspection Notes:

313/4

Note:

This element represents the bearings for the cross girders and for the beams under the sidewalks in the bascule piers.

No deficiencies were noted during this inspection cycle.

8516/4

No deficiencies were noted during this inspection cycle.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8540 / 4	Open Gearing	0	.	8	66.67	4	33.33	0	.	12 (EA)
Unit 0	9040 / 4	Mechanical Wear/Abrasion	0	.	8	66.67	4	33.33	0	.	12 (EA)

Element Inspection Notes:

8540/4

The total quantity is for three sets of open gearing, including the rack and main pinions, at each leaf.

Repair recommendations were not included in this report for the gears since the deficiencies are not maintenance issues; however, all gearing should be evaluated during the next rehabilitation for either replacement or refurbishing and realigning.

SECONDARY:

_The near leaf right and far leaf left gearing debris covers are dented with corrosion and debris on top. The cover is also missing completely at the far leaf right (adjacent) and missing the center portion at the near leaf left. INCREASE. See Photo 8540-M01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Replace near leaf right gearing debris cover.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

Refer to defect 9040 for additional deficiencies.

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9040/4 CS-2:
 _In general, all gear teeth, including racks and rack pinions have moderate to severe wear, corrosion, light scoring, pitting, and ridging about the pitch lines. INCREASE.
 _The far left (opposite) rack and rack pinion teeth exhibit heavy plastic flow about the pitch line. INCREASE. See Photo 8540-M02. NCAR.
 _Several large deformations were noted at the near leaf left (opposite) rack and rack pinion teeth. INCREASE. See Photo 8540-M03. NCAR.
 _There is heavy scoring from tip and root interference due to radial misalignment at the near leaf right (opposite) P2R/G2R and far leaf right (adjacent) P1R/G1R gear sets. INCREASE. See Photo 8540-M04. NCAR.

CS-3:
 _Excessive backlash was noted at several gear sets, worst at the far leaf left (opposite) rack and pinion. INCREASE. See Photo 8540-M05. NCAR.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8541 / 4	Speed Reducers	0	.	2	100	0	.	0	.	2 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	9040 / 4	Mechanical Wear/Abrasion	0	.	1	100	0	.	0	.	1 (EA)

Element Inspection Notes:

8541/4 The total quantity represents 1 reducer per leaf.

Recommendations were not included in this report for the reducers since the deficiencies are not maintenance issues; however, both reducers should be evaluated during the next rehabilitation for either replacement or refurbishing.

Secondary:

_The near leaf reducer drain pipe was out of plumb. If the pipe is adjusted vertical it may leak. DECREASE. NCAR.

_There is no breather at either reducer. NEW. NCAR.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean and repair leak at Near leaf reducer bottom drain. Install new pipe.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was completed. Recommendation will not be repeated.

Refer to defects 1000 and 9040 for additional deficiencies.

1000/4 CS2:
 _The far leaf reducer was opened during this inspection and noted with extensive surface corrosion and pitting due to corrosion on all gear teeth. NO CHANGE. See Photo 8541-M01.
 _The previous report noted "chipped paint and minor corrosion is present inside the near leaf speed reducer housing." Near leaf speed reducer was not opened during this inspection.
 _The near leaf and far leaf reducers were noted with minor area of paint chipping and surface corrosion. NEW. See Photo 8541-M02. NCAR.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Replace oil and install new desiccant breather at far leaf reducer.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

9040/4 CS2:

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_The near leaf speed reducer was not opened. Prior reports noted "Light scoring are noted on the input pinion teeth and output pinion and gear teeth. Minor knifing is present at the tips of the output pinion teeth. Two teeth of the intermediate gear exhibit small chipping at the tip edge." NO CHANGE.

_The far leaf reducer was opened during this inspection and noted with light to moderate pitting due to loading at the input shaft pinions. NEW. See Photo 8541-M03. NCAR.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8542 / 4	Shafts	16	100	0	.	0	.	0	.	16 (EA)

Element Inspection Notes:

8542/4 The total quantity of 16 is for 4 shaft at the right and left per leaf.

The previous report noted the following:

_The near leaf shaft S-2L is misaligned due to end loading wear on Near Leaf, left Pinion/Gear set P-1L/G-1L teeth.

_The near leaf shaft S-2R is misaligned due to end loading wear on Near Leaf, right Pinion/Gear set P-1R/G-1R teeth.

_Floating shaft oscillates radially, Far Leaf.

These deficiencies were not observed in this inspection and these notes should be removed in the next inspection.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Replace bushing of bearing B1-R, far leaf.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed and not warranted. Recommendation will not be repeated.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8543 / 4	Shaft Bearings and Couplings	10	35.71	18	64.29	0	.	0	.	28 (EA)
Unit 0	1000 / 4	Corrosion	0	.	16	100	0	.	0	.	16 (EA)
Unit 0	9010 / 4	Mechanical Alignment	0	.	2	100	0	.	0	.	2 (EA)

Element Inspection Notes:

8543/4 The total quantity represents 10 bearings and 4 couplings per leaf. Bearings B-4 are not accessible for clearance measurements.

Secondary:

There is dirt and debris scattered throughout the far leaf machinery room floor. INCREASE. See Photo 8543-M01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean and touch paint all F.O. bearing support bases.

_Install new bearing cap bolt.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

_The corrective action noted above was not completed. Recommendation will be repeated.

Refer to defects 1000 and 9010 for additional deficiencies.

1000/4 CS2:

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_There are areas of light to moderate corrosion scattered throughout the far leaf machinery bearings, bearing supports, bearing bolts, and support anchors. Few areas were also noted with light to moderate corrosion at the near leaf. NO CHANGE. See Photo 8543-M02. NCAR.

9010/4

CS2:

_Motor coupling C1-L at the near leaf oscillates axially. NO CHANGE. NCAR. See Photo 8543-M02.

_There is one sheared cap bolt at the near leaf B1-L bearing. NO CHANGE. See Photo 8543-M03.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8544 / 4	Brakes	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	1000 / 4	Corrosion	0	.	4	100	0	.	0	.	4 (EA)

Element Inspection Notes:

8544/4 The total quantity represents 2 brakes per leaf.

Secondary:

_All brake disconnects' wiring have conductor color mismatch between load and line sides. NEW. See Photo 8544-E01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean corrosion, paint bolts and lubricate pins.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

Refer to defect 1000 for additional deficiencies.

1000/4

CS2:

All four brakes exhibited light corrosion on bolts and pins, and some areas lacking paint. INCREASE. See Photo 8544-M01.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8545 / 4	Emergency Drive	0	.	3	100	0	.	0	.	3 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	9020 / 4	Operation	0	.	2	100	0	.	0	.	2 (EA)

Element Inspection Notes:

8545/4 Each leaf has an emergency manual drive consisting of an input square end shaft of a reducer and a chain sprocket set into the primary reducer. There is also an emergency generator to operate the electrical system during a power outage, for a total quantity of 3 under this element.

Secondary:

_ATS has several improperly terminated conductors, the power conductors' phase indicating colors mismatch between load and line sides, there is an opening on the cabinet's bottom, and excessive dust collection. INCREASE. See Photo 8545-E01.

_The sprockets on the primary reducer do not have protective covers for protection during normal operation which is a safety concern. NO CHANGE. See Photo 8545-M01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Properly terminate conductors in the ATS.

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_Install covers over the sprockets on the main speed reducer.
 _Clean and paint MTS enclosure.
 _Clean and spot paint areas of corrosion on generator support channels.
 _Clean and spot paint areas of corrosion on generator battery enclosure.
 _Clean the battery terminals.
 _Find chains and store on machinery level. Place sign on speed reducer for chains.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was completed.
 _The corrective action noted above was not completed. Recommendation will be repeated.

Refer to defects 1000 and 9020 for additional deficiencies.

1000/4

CS2:

_Generator battery charger enclosure has surface corrosion. NO CHANGE. See Photo 8545-E02.
 _Generator support channels exhibit moderate corrosion. NO CHANGE. See Photo 8545-E03.
 _MTS enclosure exhibits moderate corrosion. NO CHANGE. See Photo 8545-E04.

9020/4

CS2:

_The emergency drive chains are missing at both spans. NO CHANGE. See Photo 8545-M01.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8546 / 4	Span Drive Motors	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	1000 / 4	Corrosion	0	.	4	100	0	.	0	.	4 (EA)

Element Inspection Notes:

8546/4 The total quantity represents 2 motors per leaf.

Secondary:

_The VFD cabinet door disconnect/breaker switches are not working properly. NEW. See Photo 8546-E01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean corrosion and paint all motors and supports.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

Refer to defect 1000 for additional deficiencies.

1000/4

CS2:

_Main Span Motors exhibit moderate surface corrosion, and the Near Adjacent Motor has broken cooling fins. INCREASE. See Photo 8546-E02.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8560 / 4	Locks	0	.	2	100	0	.	0	.	2 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	9000 / 4	Lubrication	0	.	1	100	0	.	0	.	1 (EA)

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Element Inspection Notes:

8560/4 Total quantity represents 2 span lock assemblies.

Secondary:

_The adjacent span lock front guide is missing 2 mounting bolts. The opposite span lock receiver is missing 1 mounting bolt and the adjacent span lock receiver is missing 2 mounting bolts. NO CHANGE. See Photo 8560-M01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Install missing bolts at the adjacent side front guide.
 _Install missing bolts at the adjacent side receiver socket.
 _Install missing bolt at the opposite side span lock receiver socket.
 _Install new lubrication lines with fittings for lubrication from roadway.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.

Refer to defects 1000 and 9000 for additional deficiencies.

1000/4

CS2:

_There are areas of light corrosion scattered throughout the span lock assemblies including at the HPUs, cylinders, cylinder pins, guides, receivers, and guide and receiver mounting bolts and studs. NEW. See Photo 8560-M02.

9000/4

CS2:

_Opposite span lock front guide has 1 broken lubrication line. DECREASE. See Photo 8560-M03.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8561 / 4	Live Load Shoes	1	12.5	7	87.5	0	.	0	.	8 (EA)
Unit 0	1000 / 4	Corrosion	0	.	6	100	0	.	0	.	6 (EA)
Unit 0	9010 / 4	Mechanical Alignment	0	.	1	100	0	.	0	.	1 (EA)

Element Inspection Notes:

8561/4 The total quantity represents 2 front live load shoe assemblies and 2 rear live load shoe assemblies per leaf.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean and paint the assembly.
 _Clean all span live load shoes from corrosion and paint (O.S.H.A. Red).
 _Shim Live Load Shoes and/or adjust lock bars.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation for shimming near leaf opposite LL shoe will be repeated.

Refer to defects 1000 and 9010 for additional deficiencies.

1000/4

CS2:

_Light to moderate corrosion was noted at the live load shoes, mounting bolts, and

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anchors. INCREASE. See Photo 8561-M01.

_Both far leaf rear live load shoes exhibit areas of light corrosion and lack of paint. NO CHANGE See Photo 8561-M02.

9010/4

CS2:

_Slight bouncing was observed under heavy live load at the near leaf opposite live load shoe. DECREASE.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8562 / 4	Counterweight Support	4	100	0	.	0	.	0	.	4 (EA)

Element Inspection Notes:

8562/4 No deficiencies were noted during this inspection cycle.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8564 / 4	Counterweight	0	.	1	50	1	50	0	.	2 (EA)
Unit 0	1080 / 4	Delamination/Spall/Patched Area	0	.	0	.	1	100	0	.	1 (EA)
Unit 0	1120 / 4	Efflorescence/Rust Staining	0	.	1	100	0	.	0	.	1 (EA)

Element Inspection Notes:

8564/4 Refer to Defects 1080 and 1120 for additional deficiencies.

1080/4

CS-3:

_The east counterweight exhibits a 16in. diameter spall x 1/2in. deep with one exposed rebar near the northeast corner of the bottom side. NO CHANGE. NCAR

1120/4

CS-2:

_There are several cracks with efflorescence in both counterweights. NO CHANGE. NCAR.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8565 / 4	Trunnion/Straight & Curved Track	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	9030 / 4	Clearances	0	.	4	100	0	.	0	.	4 (EA)

Element Inspection Notes:

8565/4 Note: The total quantity represents 2 trunnion assemblies per leaf.

Secondary:

_Some abnormal noises were observed during operation at the near leaf, appeared to be coming from the opposite trunnion assembly. Monitor. NEW. NCAR.

Refer to defect 9030 for additional deficiencies.

9030/4

CS2:

_All four trunnion bearing were noted with excessive clearance; however, due to loading on lower bushing only no reshimming is required at this time. Refer to the Additional Element Notes for bearing clearance measurements. NO CHANGE. NCAR.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
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Unit 0	8570 / 1	Transformers	3	100	0	.	0	.	0	.	3 (EA)
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Element Inspection Notes:

8570/1 Element quantity includes 1 incoming service transformer assembly and 2 transformers adjacent to the control console. Lighting transformer: Square D, 15kVA, 60Hz, 1 phase, 240/120-240. The FPL owned service transformers are located in a locked room adjacent to generator.

No deficiencies were noted during this inspection cycle.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8571 / 4	Submarine Cable	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	9060 / 4	Cable Geometry (Submarine Cable)	0	.	4	100	0	.	0	.	4 (EA)

Element Inspection Notes:

8571/4 FROM THE 2020 ELECTRICAL INSPECTION:

Note:

_The far side submarine cable terminal cabinet door does not open completely as it is limited by the railing and trunnion pedestal. This is an as-built condition, so a repair recommendation will not be provided.

Secondary:

_The near side submarine cable PVC sleeve supports are broken/separated. NEW. See Photo 8571-E01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Provide new far submarine cable terminal cabinet doors or reconfigure railing to accommodate door.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will not be repeated.

From the 2020 Underwater Inspection

Note: Four submarine cables extend down from the south faces of the Bascule Piers 10 and 11. At both piers, behind the fender systems, the cables are weighted down with blocks and are covered with sand-cement bags. There are abandoned submarine cables throughout.

Refer to Defect 9060 for additional deficiencies.

9060/4

CS-2:

_The cables extend uncovered to the fender system up to 3ft. off the bottom. At the fender system/channel interface the cables angle down into a trench and are buried within 6ft. of entering channel and are trenched and buried throughout channel. See Photo 8571-01. NO CHANGE. NCAR.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8573 / 4	PLCs	1	100	0	.	0	.	0	.	1 (EA)

Element Inspection Notes:

8573/4 Processor: Allen-Bradley SLC 5/04. The Dataliner on the control desk is operational with no faults shown.

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No deficiencies were noted during this inspection cycle.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Remove temporary wiring within the PLC/Relay panel.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was completed.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8574 / 4	Control Console	1	100	0	.	0	.	0	.	1 (EA)

Element Inspection Notes:

8574/4

Note:

_The bypass switches are accessible for use by the bridge tender. Consider installing locking lids or storing the switch keys where prior authorization for use is required. this is an as-built condition, so no repair recommendation is provided.

Secondary:

_There is improperly terminated and unterminated conductors inside the control console, and there are miscellaneous spare parts stored inside it. NO CHANGE. See Photo 8574-E01.
 _The 'generator room door closed' light does not work and the door limit switch has been held 'locked' by a wire. INCREASE. See Photo 8574-E02.
 _The rollers for all span position limit switches are corroded. NO CHANGE. See Photo 8574-E03.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Remove items stored within the control console.
 _Repair the "Generator Room Door Closed" Pilot light.
 _Clean the corroded lever-arm limit switch rollers.
 _Organize the wiring on the floor of the console.
 _Repair the stripped VFD panel disconnect switch releases.
 _Consider installing a locking mechanism for the interlock bypasses during the next scheduled bridge rehabilitation.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will not be repeated.
 _The corrective action noted above was not completed. Recommendation will not be repeated.
 _The corrective action noted above was not completed. Recommendation will not be repeated.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8581 / 4	Operator Facilities	0	.	0	.	0	.	1	100	1 (EA)
Unit 0	9020 / 4	Operation	0	.	0	.	0	.	1	100	1 (EA)

Element Inspection Notes:

8581/4

Lighting and receptacles within the control house are considered incidental to this element.

Note:

_The lighting panel within the main disconnect cabinet is a 3 phase panel fed by a single phase 240VAC power supply, and Phases B and C are jumped. The panel should be replaced with a proper single phase panel. This is an as-built condition, so no repair

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recommendation will be provided.

Secondary:

_The lighting panel within the main disconnect cabinet is missing its cover and the feeder entrance bushing. NO CHANGE. See Photo 8581-E01.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- _Provide panelboard cover.
- _Remove junction box if not being used or install device as originally intended.
- _Provide cover for maintenance lighting junction box.
- _Provide single phase panelboard.
- _Organize conduit, wiring, and receptacles adjacent to the control console.

CORRECTIVE ACTION EVALUATION:

- _The corrective action noted above was not completed. Recommendation will be repeated.
- _The corrective action noted above was not completed. Recommendation will not be repeated.
- _The corrective action noted above was not completed. Recommendation will not be repeated.
- _The corrective action noted above was not completed. Recommendation will not be repeated.
- _The corrective action noted above was not completed. Recommendation will not be repeated.

Refer to Defect 9020 for additional deficiencies.

9020/4

CS4:

_At the time of inspection, both the near and far piers sump pumps were not operational, and the counterweight pits were flooded. NEW. See Photo 8581-E02.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8591 / 4	Warning Gates	3	75	1	25	0	.	0	.	4 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)

Element Inspection Notes:

8591/4

Notes:

- _The previous report note about numerous wire nuts has been moved to Element 8572.
- _The previous report note about the far submarine terminal cabinet door was moved to Element 8571.

Secondary:

- _The Northeast (Far on-coming) traffic gate housing has a cracked top cover and its base is loose. NEW. See Photo 8591-E01.
- _The Southwest (Near on-coming) traffic gate has a broken arm down wire. NEW. See Photo 8591-E02
- _Assembly gate arms bumper rods do not touch the roadway. However, gate arm heights are within FDOT standards limits. NEW. See Photo 8591-E03. NCAR.

Refer to Defect 1000 for additional deficiencies.

1000/4

CS2:

- _The Northwest (Near off-going) traffic gate motor housing exhibits minor surface corrosion. NEW. See Photo 8591-E04.

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8592 / 4	Traffic Signals	2	100	0	.	0	.	0	.	2 (EA)

Element Inspection Notes:

8592/4

Quantity includes 1 system of traffic signals per side (near and far). The

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traffic signals do not meet current MUTCD requirements as noted below. The traffic signals were in the process of being replaced and were temporarily wired during the inspection. Temporary wiring was not inspected.

No deficiencies were noted during this inspection cycle.

SUPERSTRUCTURE : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8572 / 4	Conduit & Junction Box	0	.	1	50	1	50	0	.	2 (EA)
Unit 0	1020 / 4	Connection	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	1220 / 4	Deterioration (Other)	0	.	0	.	1	100	0	.	1 (EA)

Element Inspection Notes:

8572/4 The total quantity of 2 includes 1 system of conduit and junction boxes per side (near and far).

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Remove the water pipe from the trunnion area.
 _Repair the conduit body in the near machinery room.
 _Replace wirenuts with proper splices in electrical enclosures.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will not be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.

Refer to defects 1020 and 1220 for deficiencies.

1020/4 CS2:
 _A conduit body cover is missing from the near machinery area conduit system. NO CHANGE. See Photo 8572-E01.
 _A junction box in the tender house ceiling is open exposing the wiring. NO CHANGE. See Photo 8572-E02.
 _A junction box in the electrical room is open exposing the wiring. NO CHANGE. See Photo 8572-E03.
 _Several pullboxes contain wirenut splices. NO CHANGE. See Photo 8572-E04.
 _The near pier grounding rod connection has separated. NEW. See Photo 8572-E05.
 _A conduit body in the generator room is missing its cover exposing the wiring. NEW. See Photo 8572-E06.

1220/4 CS3:
 _There is a broken conduit in the near machinery area. NEW. See Photo 8572-E07.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	107 / 4	Steel Opn Girder/Beam	271	89.74	3	0.99	28	9.27	0	.	302 ft
Unit 0	1000 / 4	Corrosion	0	.	0	.	28	100	0	.	28 ft
Unit 0	1900 / 4	Distortion	0	.	3	100	0	.	0	.	3 ft
Unit 0	8516 / 4	Painted Steel	3352	99.17	28	0.83	0	.	0	.	3380 sq.ft
Unit 0	3440 / 4	Eff (Stl Protect Coat)	0	.	28	100	0	.	0	.	28 sq.ft

Element Inspection Notes:

107/4 Note: This element represents the main girders in Bascule Span 10 which are considered Fracture Critical. Refer to the fracture critical addendum within this report.

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CS-1:

_The first interior stiffener west of FB10-8 at MG10-2RT is bent along a 6in. long area. NO CHANGE. NCAR.

SECONDARY:

_The Main girders have accumulation of dirt and debris along the top flanges at the connection of the space bars for the steel deck. Refer to Photo 107-01. NO CHANGE.
 _Foam pad on top of MG10-2RT supporting FB10-8 is breaking down to dust due to movement. NEW. NCAR.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean the dirt and debris on the top of the main girder's top flange.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

Refer to Defects 1000 and 1900 for additional deficiencies.

1000/4

CS-3:

_The main girders have painted over pitting up to areas of 2ft H. x 9in. W. X 1/4in. D on the flanges, web and rivets, primarily at connection points. Refer to Photo 107-02. NO CHANGE. NCAR.

_The bottom rivets and angles at the connection of the stub stringer at the tip of MG10-1LT, south face have corrosion with up to 100% painted section loss for areas up to 5in H x 4in W. The same condition exists at the bottom rivet at the tip of MG10-2LT. Refer to Photo 107-03. NO CHANGE. NCAR.

_MG10-1LT, stiffeners have up to 50% section remaining at the lower ends, at the north side over the live load shoe. NO CHANGE. NCAR.

_MG10-2LT, Top cover plate has corrosion with area of 2ft. L x 2in. W with section loss up to 50%, approximately 3ft. from FB10-8. Refer to Photo 107-04. NO CHANGE.

_MG10-1LT, top cover plate has section of corrosion 18in. L x 2in. W with 100% section loss on the south face between stiffeners 8 & 9 from FB 10-1. NO CHANGE.

_MG10-1RT, first stiffener on the north face exhibits two drilled holes and scrapes (probably from recent rehabilitation) with minor corrosion at the bottom section, east of FB10-1. Refer to Photo 107-05. NO CHANGE.

_MG10-1RT, top flange has an area with 58% section loss measuring 6in L x 4in.W x 0.5 in D at the south face, near the first sidewalk brackets. Refer to Photo 107-06. INCREASE.

1900/4

CS-2:

_The end 8ft. of the web and bottom flange of MG10-2LT. are misaligned up to 1-1/2in. and there is a deformation up to 3in. high x 12in. long in the bottom flange at the point of impact. Two of the vertical stiffeners and the two angle iron members along the bottom of the sidewalk support in the affected area are deformed. NO CHANGE. NCAR.

_MG10-2RT has a 12in. x 2in. x 1in. deformation in the cover plate bottom flange at the toe at both sides. NO CHANGE. NCAR.

_There is a permanent 1/2in. off set of the far (east) leaf to the south, which is apparent in the face of the curbs/bridge rails. NO CHANGE. NCAR.

8516/4

Refer to Defect 3440 for detailed deficiencies.

3440/4

CS-2:

_The coating system is affected in the areas where corrosion is observed. Refer to Defect 1000 for details.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	113 / 4	Steel Stringer	1620	99.26	0	.	12	0.74	0	.	1632 ft

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Unit 0	1000 / 4	Corrosion	0	.	0	.	11	100	0	.	11 ft
Unit 0	1010 / 4	Cracking	1	100	0	.	0	.	0	.	1 ft
Unit 0	1020 / 4	Connection	0	.	0	.	1	100	0	.	1 ft
Unit 0	8516 / 4	Painted Steel	3430	100	0	.	0	.	0	.	3430 sq.ft
Unit 0	3440 / 4	Eff (Stl Protect Coat)	1	100	0	.	0	.	0	.	1 sq.ft

Element Inspection Notes:

113/4

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- _Reinforce the stringer to main girder connection at floor beam 10-1.
- _Clean and paint the bottom connection between stringer 10-9 to FB10-8.
- _Install missing fasteners at stringer 10-1 to FB 10-8 connection.

CORRECTIVE ACTION EVALUATION:

- _The corrective action noted above was not completed. Recommendation will not be repeated as it is not required.
- _The corrective action noted above was not completed. Recommendation will be repeated.
- _The corrective action noted above was not completed. Recommendation will not be repeated as it is not required.

Refer to Defects 1000 and 1020 for detailed deficiencies.

1000/4

CS-3:

- _The bottom flange at end stringer at FB 10-1 exhibits pitting with section lost up to 100% at beams connection. Refer to Photo 113-01. NO CHANGE. NCAR.
- _The stringers have painted over pitting up to 1/4in. deep on the flanges, web and rivets, primarily at connection points. NO CHANGE. NCAR.
- _The stringer 10-9 at FB10-8 exhibits severe corrosion with 50% section loss at bottom flange at connection to FB10-8. Refer to Photo 113-02. NO CHANGE.

1010/4

- _Stringer 10-5 at FB10-8 has a 4-1/4in. long vertical crack along the web, extending up from the bottom flange cope . There is no crack at this location. NCAR.

1020/4

CS-3:

- _Stringer 10-1 at FB 10-8 is missing the 2 fasteners at the connection. Refer to Photo 113-03. NO CHANGE. NCAR.

8516/4

Refer to Defect 3440 for deficiencies.

3440/4

CS-3:

- _There is an area of paint failure at the connection of Stringer 10-9 at FB10-8. Refer to defect 1000 for additional details.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	152 / 4	Steel Floor Beam	295	92.19	12	3.75	13	4.06	0	.	320 ft
Unit 0	1000 / 4	Corrosion	0	.	0	.	11	100	0	.	11 ft
Unit 0	1020 / 4	Connection	0	.	0	.	2	100	0	.	2 ft
Unit 0	1900 / 4	Distortion	0	.	12	100	0	.	0	.	12 ft
Unit 0	8516 / 4	Painted Steel	3600	100	0	.	0	.	0	.	3600 sq.ft

Element Inspection Notes:

152/4

Note:

- This element represents the floor beams in Span 10 which are considered Fracture Critical (FC).

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SECONDARY:

_The vertical stiffener of FB10-1 below Stringer 1, previously noted as Stringer 5, has a 1-1/2in. diameter hole, just below the stringer. Refer to Photo 152-01. NO CHANGE. NCAR.

_The mid-span lateral gusset plate angle attached to the east face of FB10-2 has a 3-3/4in. long crack at the north end of angle heel. There is no crack at this location. Refer to Photo 152-02. NCAR.

_The first vertical stiffener from the north of FB10-8 is bent over in two sections up to 6in. long. NO CHANGE. NCAR.

_FB10-4 to span lock support connection angle east side adjacent to MG10-1L and MG10-2R has a 3-1/2in. vertical crack at the bottom connection bolt. There is no crack at this location. NCAR.

_Stiffener No. 9 at FB10-8 is bent up to 3 in. L at the bottom. Refer to Photo 152-03. NO CHANGE. NCAR.

_There is dirt and debris on the bottom west flange of FB10-8. Refer to Photo 152-03. NO CHANGE.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean dirt and debris on the bottom west flange of FB10-8.

_Repair the weld between the L-shaped angle to gusset plate 10-3 connection for cross bracing to FB10-2.

CORRECTIVE ACTION TAKEN:

_The corrective action noted above was not completed. Recommendation will be repeated.

_The corrective action noted above was not completed. Recommendation will be repeated.

However, there is no weld as the connection is rivetted. See Deficiency description below.

Refer to Defects 1000, 1020 and 1900 for additional deficiencies.

1000/4

CS-3:

_The floor beams have painted over pitting 1/8in. to 1/4in. deep in the bottom flanges, web areas and at the stringer and lateral bracing connections. Refer to Photo 152-04. NO CHANGE. NCAR.

_There is a hole 6in. L x 1-1/2in. W (100% section loss) between the L-shaped angle to gusset plate 10-3 connection for cross bracing to FB10-2. Refer to Photo 152-05. NO CHANGE.

_The knee brace angle at FB10-2 has a hole 3in. L x 1in. W at west side on MG10-1 RT. Refer to Photo 152-06. NO CHANGE. NCAR.

1020/4

CS-3:

_East face of FB10-5 is missing 4 of 8 rivets on the angle connection to gusset plate connection at MG10-2LT. Refer to Photo 152-07. NEW.

_East face of FB10-5 is missing 3 of 8 rivets on the angle connection to gusset plate connection at MG10-2R. Refer to Photo 152-08. NEW.

1900/4

CS-2:

_FB10-4 bottom flange exhibits minor intermittent deformations over a 12ft. L area at MG10-1RT. NO CHANGE. NCAR.

_FB10-1 has three minor deformations in the bottom flange near centerline. NO CHANGE. NCAR.

8516/4

No deficiencies were noted during this inspection cycle.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	330 / 4	Metal Bridge Railing	233	100	0	.	0	.	0	.	233 ft
Unit 0	8516 / 4	Painted Steel	375	100	0	.	0	.	0	.	375 sq.ft

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Element Inspection Notes:

330/4

Note:

This element represents the metal rails within the moveable portion of the bridge (Span 10).

SECONDARY:

_Third handrail post from Bascule Pier 10 on the south side has corrosion on the south face between the upper and lower post assembly. Refer to Photo 330-01. NEW.

_Fifth handrail post from Bascule Pier 10 on the south side has 1 of 2 bolts loose on the east face adjacent to bottom rail. Refer to Photo 330-02. NEW.

_Sixth handrail post from Bascule Pier 10 on the south side has 1 of 2 bolts loose on the west face, on the middle rail adjacent to tender sign. Refer to Photo 330-03. NEW.

8516/4

No deficiencies noted.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8563 / 4	Access Ladder & Platform	2	100	0	.	0	.	0	.	2 (EA)

Element Inspection Notes:

8563/4

The total quantity of 2 includes one system of access ladders and platforms per side (near and far). Lighting and receptacles in machinery areas are considered incidental to this element.

Secondary:

_The far counterweight pit area lighting was not operational. NEW. See Photo 8563-E01.

_No ground fault circuit interrupters were noted in the lighting panel. NO CHANGE.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Replace all non-GFCI receptacles in the machinery rooms with GFCI receptacles.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will not be repeated.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8580 / 4	Navigational Lights	1	100	0	.	0	.	0	.	1 (EA)

Element Inspection Notes:

8580/4

The navigational lights are quantified as one navigational lighting system consisting of 6 fender lights, 4 span lights, and 2 clearance gauge lights. The air horn is considered incidental to this element.

Secondary:

_The southwest span navigation light fixture red lens is cracked. NEW. See Photo 8580-E01.

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	12 / 4	Re Concrete Deck	65748	95.07	502	0.73	2904	4.2	0	.	69154 sq.ft
Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	2	0.07	2798	99.93	0	.	2800 sq.ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	500	82.51	106	17.49	0	.	606 sq.ft

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Element Inspection Notes:

12/4 Note: This element represents the deck in Spans 1 through 9 and 11 through 30.

SECONDARY:

_South sidewalk underside on Span 13 has an open electrical junction box with exposed wires. Refer to Photo 12-01. NEW.
 _Span 1 right sidewalk exhibits a delamination 9in. L x 9in. W at the south end of End Bent 1. Refer to Photo 12-02. NEW.
 _There is general condition at sidewalks exhibit transverse cracks up to 1/32in. at random locations. Refer to Photo 12-03. NO CHANGE. NCAR.
 _The right sidewalk exhibits a spall 18in. L x 6in. W x 1-1/2in. D in span 26 near to midspan on traffic edge. Refer to Photo 12-04. NO CHANGE. NCAR.
 _The door frame on pier 11 counterweight housing access on the right side exhibits severe corrosion with section loss. Refer to Photo 12-05. NO CHANGE.
 _The conduit is broken at north side on span 11 and 15. Refer to Photo 12-06. NO CHANGE.
 _The west 10ft. of the sidewalks in Span 1 has longitudinal and transverse cracks up to 1/32in. wide. NO CHANGE. NCAR.
 _There is a 3/4in. difference in elevation between Span 1 deck top and the west approach roadway. Refer to Photo 12-07. NO CHANGE. NCAR
 _There is a 17in. long x 3in. wide x 15in. deep void between the west end of the south sidewalk and a concrete utility slab - NOT FOUND DURING THIS INSPECTION.
 _Several of the utility hangers and connections supporting the small utility pipe on the north side of the bridge over Pier 8 are broken and near Abutment 31 the utility pipe is being supported by rope, resulting in sagging of the conduit. Refer to Photo 12-08. NO CHANGE.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean and paint the door frame on pier 11 counterweight housing access on the right side.
 _Repair the broken conduit at the north side in spans 11 and 15.
 _Clean and coat exposed reinforcement and repair spalls and delaminations along the deck underside as needed.
 _Clean and epoxy inject the longitudinal crack on the deck fascia at span 30.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was completed.

For additional deficiencies refer to Defects 1080 and 1130.

1080/4

CS-3:

_The exposed concrete deck in Span 1 has a 6in. L x 6in. W x 2in. D spall 20ft. from the north curb and 10ft. from End Bent 1. Refer to Photo 12-09. NEW.
 _The exposed deck top concrete on the east side of Bascule Pier 11 has a 2ft. x 1ft. x 1-1/4in. spall/delamination at the centerline of the eastbound lanes. NO CHANGE. NCAR.
 _The exposed deck top concrete on the west side of Bascule Pier 10 has a 6ft. x 3ft. cracked and delaminated repair at centerline of the eastbound lanes. NO CHANGE. NCAR.
 _The overhangs underside exhibit spalls and delaminations with exposed rebars up to 12ft. L x 2ft. W x 3in. D at random locations in the followings spans: 1, 2, 3, 5, 8, 9, 11, 12, 14, 17, 19, 21, 22, 23, 24, 29, 30. Refer to Photo 12-10. NO CHANGE.
 _The deck underside exhibits spalls and delaminations with exposed rebars up to 15ft. x bay width x up to 2-1/2 in. at random locations in the following bays: 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 2-1, 2-4, 2-5, 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 4-1, 4-2, 4-4, 4-5, 4-6, 4-7, 5-3, 7-1, 7-4, 7-5, 7-6, 7-7, 8-2, 8-4, 8-5, 8-6, 8-7, 9-3, 9-4, 9-5, 9-6, 9-7, 11-3, 11-4, 11-5, 11-6, 11-7, 12-2, 12-3, 12-4, 13-4, 13-6, 13-7, 14-3, 14-5, 15-3, 15-4, 15-7, 16-1, 16-3, 17-1, 17-4, 17-6, 18-1, 18-3, 18-6, 19-1, 19-4, 19-6, 19-9, 20-6, 21-3, 21-4, 21-5,

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21-6, 22-4, 22-7, 21-6, 23-2, 23-4, 24-3, 24-4, 26-3, 26-4, 27-3, 27-4 and 28-4. Refer to Photo 12-11. NO CHANGE.

For additional deficiencies refer to TABLE 12-01.

1130/4

CS-3:

_The exposed concrete deck in Span 1 has transverse and longitudinal cracks up to 1/16in. wide and minor edge spalls up to 1/2in. deep along the approach roadway transition. NO CHANGE. NCAR.

_The deck underside in flanking Spans 9 and 11 has transverse cracks up to 1/16in. wide with efflorescence. NO CHANGE. NCAR.

CS-2:

_The deck underside has transverse cracks up to full width x 1/32in. wide throughout the entire deck. NO CHANGE. NCAR.

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	301 / 4	Pourable Joint Seal	1281	99.61	1	0.08	4	0.31	0	.	1286 ft
Unit 1	2320 / 4	Seal Adhesion	0	.	0	.	1	100	0	.	1 ft
Unit 1	2330 / 4	Seal Damage	0	.	0	.	1	100	0	.	1 ft
Unit 1	2360 / 4	Adjacent Deck or Header	0	.	1	33.33	2	66.67	0	.	3 ft

Element Inspection Notes:

301/4

Note:

This element represents the joints at Piers 2 through 9 and 12 through 30. Joints were not coded at the abutments due to no approach slabs.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Repair the damaged sealant at pier 16 joint.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

Refer to Defects 2320, 2330 and 2360 for detailed deficiencies.

2320/4

CS-3:

_Pier 20 joint has a 5in. section with loss of adhesion located 16ft. from the north curb. Refer to Photo 301-01. NEW.

2330/4

CS-3:

_Pier 16 joint has two 1in. diameter holes at 1ft. located 14ft. and 18ft. from the north curb. Refer to Photo 301-02. INCREASE.

2360/4

CS-3:

_The west header at Pier 26 exhibits a spall 24in. L x 8in. W with two exposed rebars located 16ft. from the north barrier. Refer to Photo 301-03. NEW.

CS-2:

_The east header at Pier 20 exhibits a spall 4in. L x 2in. W located 16ft. from the north barrier. Refer to Photo 301-01. NEW.

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MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8290 / 4	Channel	0	.	1	100	0	.	0	.	1 (EA)
Unit 1	9150 / 4	Bank Erosion	0	.	1	100	0	.	0	.	1 (EA)

Element Inspection Notes:

8290/4 Note: A steel sheet pile form is still in-place along the channel side of Bascule Piers 10 and 11 which extends 1/3 the way back on the south and north sides. The bulkheads are evaluated under this element.

From the 2020 Underwater Inspection:

Divers conducting the Underwater Inspection. Refer to Photo 8290-01.

SECONDARY:

_The footers on Bascule Piers 10 and 11 are exposed up to 11ft. 2in. H. Refer to Table 8290 for measurements.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Fill undermined areas beneath the footing of bascule piers and Piers 18, 19, 26, and 27.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was partially completed. Modified recommendation will be repeated.

Refer to Defect 9150 for additional deficiencies.

9150/4

CS-2:

_Bascule Pier 10, NW corner extending toward east face has an undermined area up to 18in. H x 10ft. L x 4ft. of penetration. Refer to Photo 8290-02. NO CHANGE.

_Bascule Pier 11, SE corner extending toward south face has an undermining area up to 10in. H x 11ft. L x 24in. of penetration. Refer to Photo 8290-03. NO CHANGE.

_Footing 18, center of west face is undermined 8in. H x 12ft. L x 3ft. of penetration. NO CHANGE.

_Footing 19, south end is undermined 10in. H x 3ft. L x 18in. of penetration. NO CHANGE.

_Footing 26, south end is undermined 6in. H x 18in. L x 26in. of penetration. NO CHANGE.

_Footing 27, north end is undermined 5in. H x 24in. L x 60in. of penetration. INCREASE.

_There are timber piles scattered on the channel bottom in several areas near the west fender, not affecting the water flow. NO CHANGE. NCAR.

_There is a cut-off concrete pile lying on the channel bottom at mid-point of the east fender. NO CHANGE. NCAR.

_There is construction debris on the channel bottom between the piles throughout the channel, not affecting the water flow. DECREASE. NCAR.

_The east bulkhead cap underside has a 12ft. x 1ft. delamination with a 1/8in. wide crack with corrosion staining at the north end. Refer to Photo 8290-04. NO CHANGE. NCAR.

_The bulkhead typically has 1/64in. W cracks at the joints. NO CHANGE. NCAR.

_The east seawall has intermittent diagonal cracks up to full height x 1/32in. W. NO CHANGE. NCAR.

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8475 / 4	R/Conc Walls	67	91.78	6	8.22	0	.	0	.	73 ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	6	100	0	.	0	.	6 ft

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Element Inspection Notes:

8475/4 Note:
 This element represents the concrete walls at four corners of the bridge and the retaining walls at the southeast and northeast corners of the bridge. New retaining walls have been built (01/19/2018).

SECONDARY:

_The grout between the southeast wingwall and Abutment 31 has a 28in. L x 6in. W delamination. Refer to Photo 8475-01. NO CHANGE. NCAR.

Refer to Defect 1130 for additional deficiencies.

1130/4 CS-2:
 _The southeast wingwall cap has a 6ft. L x 1/32in. W horizontal crack in the west face at Abutment 31. NO CHANGE. NCAR.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	215 / 4	Re Conc Abutment	102	100	0	.	0	.	0	.	102 ft

Element Inspection Notes:

215/4 SECONDARY:
 _The north end of Abutment 31 cap is buried. NO CHANGE. NCAR.
 _The east face of Abutment 1 exhibits corrosion staining at the bearings. NEW. NCAR.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	220 / 4	Re Conc Pile Cap/Ftg	1197	88.14	15	1.1	146	10.75	0	.	1358 ft
Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	15	16.85	74	83.15	0	.	89 ft
Unit 1	1130 / 4	Cracking (RC and Other)	2	2.7	0	.	72	97.3	0	.	74 ft

Element Inspection Notes:

220/4 From the 2020 Underwater Inspection:

NOTE: This element represents Footings 3 through 29 (Footings 2 and 30 have drill shafts).

SECONDARY:

_Bascule Piers 10 and 11 footings are exposed and undermined, refer to Table 8290 for measurements.

Refer to defects 1080 and 1130 for detailed deficiencies.

1080/4 From the 2020 Underwater Inspection:

CS-3:

_Footing 5, north end has a delamination 26in. L x 10in. W with corrosion bleed out, starting at the top of footing, previously noted as a crack. Refer to Photo 220-01. INCREASE. NCAR.

_Piles Footings 3 thru 9, 12 thru 21, 23, and 25 thru 29 have spalls/delaminations up to 36in. H x 12in. W x 5in. D, and voids up to 2ft. H x 5ft. W x 2ft. D. Refer to Table 220-01 for detailed defect list. NO CHANGE. NCAR.

CS-2:

_Footing 6, west face has a delamination 3ft. H x 16ft. L between piles 5 and 6, at top of

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footing. Refer to Photo 220-02. INCREASE. NCAR.

1130/4 From 2020 Underwater Inspection:

CS-2:

_Piles Footings 7, 9, and 14 thru 22 have vertical cracks up to 4ft. L x 1/32in. W, some with efflorescence. Refer to Table 220-01 for detailed defect list. NO CHANGE. NCAR.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	225 / 4	Steel Pile	0	.	0	.	88	100	0	.	88 (EA)
Unit 1	8519 / 4	Other Steel Coatings	1760	100	0	.	0	.	0	.	1760 sq.ft

Element Inspection Notes:

225/4 From the 2020 Underwater Inspection:

NOTE: Piles in Pier Bents 2, 3, 4, 23, 24, 25, 26, 27, 28, 29 and 30 have been jacketed. All piles are placed in CS-3 due to the unknown condition prior to jacketing.

Piles cleaning log: Piles 2-1, 2-4, 23-2, 23-4, 24-8, 25-7 and 30-6 were cleaned by the divers during this inspection cycle.

No deficiencies were noted during this inspection cycle.

8519/4 No deficiencies were noted during this inspection cycle.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	234 / 4	Re Conc Pier Cap	1271	99.92	1	0.08	0	.	0	.	1272 ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	1	100	0	.	0	.	1 ft

Element Inspection Notes:

234/4 Refer to Defect 1130 for detailed deficiencies.

1130/4 CS-2:

_Pier cap 23 has a vertical crack up to 1/32in. with efflorescence on the south end. Refer to Photo 234-01. NO CHANGE. NCAR.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8298 / 4	Pile Jacket Bare	88	100	0	.	0	.	0	.	88 (EA)

Element Inspection Notes:

8298/4 NOTE: This element represents the 24in. diameter jackets installed on Bents 2 through 4 and Bents 23 through 30.

From the 2020 Underwater Inspection:

CORRECTIVE ACTION TAKEN:

_Jacket 2-4, spall on west quadrant at jacket drill shaft interface has been repaired.

_Jacket 2-6, spall on the NW quadrant has been repaired.

_Jackets 24-1 and 26-1, areas of honeycombing where columns meet the footings have been repaired.

No deficiencies were noted during this inspection cycle.

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SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8390 / 4	Other Fender/Dolphin	330	100	0	.	0	.	0	.	330 ft

Element Inspection Notes:

8390/4 Note: A new Fiber Reinforce Plastic (FRP) fender system was installed, quantity has been field verified during this inspection cycle.

From the 2020 Underwater Inspection:

SECONDARY:

_The navigation clearance gauge sign on the south end of east fender is not attached.

Refer to Photo 8390-01. NEW.

_The navigation clearance gauge sign on the north end of west fender is missing. Refer to Photo 8390-02. NEW.

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	311 / 4	Moveable Bearing	216	90	0	.	24	10	0	.	240 each
Unit 1	1000 / 4	Corrosion	0	.	0	.	24	100	0	.	24 each
Unit 1	8516 / 4	Painted Steel	684	95	0	.	36	5	0	.	720 sq.ft
Unit 1	3440 / 4	Eff (Stl Protect Coat)	0	.	0	.	36	100	0	.	36 sq.ft

Element Inspection Notes:

311/4 Note:
The bearings from span 1 to 30 have been coated and painted.

Refer to Defect 1000 for detailed deficiencies.

1000/4 CS-3:
_Approximately the 10% of the moveable bearings exhibit corrosion with areas of up to 10% section loss. No section loss was previously noted. Refer to Photo 311-01. INCREASE. NCAR.

8516/4 Refer to Defect 3440 for detailed deficiency.

3440/4 CS-3:
_The coating system is affected in the areas where corrosion is observed. Refer to Defect 1000 for details.

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	313 / 4	Fixed Bearing	215	95.98	6	2.68	3	1.34	0	.	224 each
Unit 1	1000 / 4	Corrosion	0	.	6	75	2	25	0	.	8 each
Unit 1	1020 / 4	Connection	0	.	0	.	1	100	0	.	1 each
Unit 1	8516 / 4	Painted Steel	648	96.43	0	.	24	3.57	0	.	672 sq.ft
Unit 1	3440 / 4	Eff (Stl Protect Coat)	0	.	0	.	24	100	0	.	24 sq.ft

Element Inspection Notes:

313/4 Note:
The Bearings from span 1 to 30 have been coated and painted.

Refer to Defects 1000 and 1020 for detailed deficiencies.

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- 1000/4 CS-3:
 _The north anchor bolt for Bearing 19-5 at Pier 20 has 100% section loss (it is painted over). NO CHANGE. NCAR.
 _The north anchor bolt for Bearing 27-8 at Pier 28 has 10% section loss. Refer to Photo 313-01. NEW. NCAR.
- CS-2:
 _There is surface corrosion and paint failure in the painted bearings at Abutment 1. Refer to Photo 313-02. NO CHANGE. NCAR
- 1020/4 CS-3:
 _The north anchor bolt for Bearing 28-8 at Pier 28 is missing. Refer to Photo 313-03. NEW.
- 8516/4 Refer to Defect 3440 for detailed deficiency.
- 3440/4 CS-3:
 _The coating system is affected in the areas where corrosion is observed. Refer to Defect 1000 for details.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	107 / 4	Steel Opn Girder/Beam	11490	98.85	27	0.23	107	0.92	0	.	11624 ft
Unit 1	1000 / 4	Corrosion	0	.	27	20.15	107	79.85	0	.	134 ft
Unit 1	8516 / 4	Painted Steel	89370	99.85	134	0.15	0	.	0	.	89504 sq.ft
Unit 1	3440 / 4	Eff (Stl Protect Coat)	0	.	134	100	0	.	0	.	134 sq.ft

Element Inspection Notes:

- 107/4 Note: This element represents the steel beams in Spans 1 through 9 and 11 through 30. The interior beams in Spans 1 thru 6, Span 24 and Spans 26 thru 30 are painted blue.
- SECONDARY:
 _The ends of Beams 30-1 and 30-2 are buried at Abutment 31. Refer to Photo 107-07. NO CHANGE.
- Refer to Defect 1000 for detailed deficiencies.
- 1000/4 CS-3:
 _Beam 27-5 has a 2ft. long area of heavy corrosion and section loss in the bottom south flange at Pier 28, with the flange edge having a minimum of 1/4in. remaining section. Now deficiency is painted over pitting. NO CHANGE. NCAR.
 _Paint over pitting in the beams with 11/16in. section remaining. Now deficiency is painted over pitting. Refer to Photo 107-08. NO CHANGE. NCAR.
 _The diaphragm at Bay 30-2 has a 3in. diameter 100% section loss in the web at 1/3 diaphragm from steel beam 30-2. NO CHANGE. NCAR.
 _The top and bottom flange of diaphragm have corrosion area of diaphragm length x 2in. wide with section loss up to 100%. NO CHANGE. NCAR.
 _The top flange of the steel beam on the span 1 near to abutment 1 has corrosion with pitted areas. NO CHANGE. NCAR.
- CS-2:
 _Moderate surface corrosion with paint failure at the bottom flange of the beams at abutment 1. NO CHANGE. NCAR.
 _The bottom flanges at span 18 and 30 exhibit corrosion stain. NO CHANGE. NCAR.
- 8516/4 Refer to Defect 3440 for deficiencies.

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3440/4 CS-2:
 _The coating system is affected in the areas where corrosion is observed. Refer to Defect 1000 for details.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	333 / 4	Other Bridge Railing	2824	97.18	6	0.21	76	2.62	0	.	2906 ft
Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	4	100	0	.	0	.	4 ft
Unit 1	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	76	100	0	.	76 ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	2	100	0	.	0	.	2 ft

Element Inspection Notes:

333/4 Note:
 This element represents the concrete barriers with steel handrails in the approach Spans 1 through 9 and 11 through 30. The lights in the barriers are considered incidental to this element.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Replace lens for lamp on pedestals 27 and 29 on the left barrier.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was completed.

Refer to Defects 1080 and 1130 for detailed deficiencies.

1080/4 CS-2:
 _South railing in Span 7 exhibits a delamination 16in. L x 6in. W located 15ft. from Pier 8. Refer to Photo 333-01. NEW.
 _North railing over Pier 21 exhibits a delamination 20in. L x 12in. W on the east corner. NEW. NCAR.

1120/4 CS-3:
 _The north face of the north concrete barrier has multi-directional cracks with corrosion bleed-out in in an area of 76ft. L at Span 1. NO CHANGE. NCAR.

1130/4 CS-2:
 _Span 9 right barrier has map cracking up to 1/32in. W in a previously repaired area in Segment 1. NO CHANGE. NCAR.

Total Number of Elements*: 45

*excluding defects/protective systems

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UNIT: Unit 0 DECKS**ELEMENT/ENV: 28:1010 / 4 Cracking****ELEM CATEGORY: Decks/Slabs**

CONDITION STATE			PRIORITY
3	MMS Quantity: 4 mh	Element Estimated Quantity: 2 sq.ft	3
WORK ORDER RECOMMENDATION: Weld/Repair cracked welds and tight loose screw at 4th panel of the Near Adjacent lock compartment. Photo 28-01.			

ELEMENT/ENV: 306:2370 / 4 Metal Deterioration or Damage**ELEM CATEGORY: Joints**

CONDITION STATE			PRIORITY
3	MMS Quantity: 40 lf	Element Estimated Quantity: 40 ft	3
WORK ORDER RECOMMENDATION: Epoxy inject and secure the loose sections at the east traffic plate at the bascule span. Refer to Photo 306-01.			

UNIT: Unit 0 SUBSTRUCTURE**ELEMENT/ENV: 210 / 4 Re Conc Pier Wall****ELEM CATEGORY: Substructure**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 20 mh	Element Estimated Quantity: 2 ft	3
WORK ORDER RECOMMENDATION: Seal voids on the footing interfaces of Bascule Piers 10 and 11, north and south faces. Photo 210-02.			

ELEMENT/ENV: 210:1080 / 4 Delamination/Spall/Patched Area**ELEM CATEGORY: Substructure**

CONDITION STATE			PRIORITY
3	MMS Quantity: 8 mh	Element Estimated Quantity: 2 ft	3
WORK ORDER RECOMMENDATION: Repair spall on the NE corner of the NW pedestal support inside Bascule Pier 10. Photo 210-03.			

UNIT: Unit 0 SUPERSTRUCTURE**ELEMENT/ENV: 107 / 4 Steel Opn Girder/Beam****ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
1 , 2 , 3	MMS Quantity: 8 mh	Element Estimated Quantity: 40 ft	3
WORK ORDER RECOMMENDATION: Clean the dirt and debris on the top of the Main Girders top flange. Photo 107-01.			

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UNIT: Unit 0 SUPERSTRUCTURE**ELEMENT/ENV: 107:1000 / 4 Corrosion****ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
3	MMS Quantity: 5 mh	Element Estimated Quantity: 38 ft	3
WORK ORDER RECOMMENDATION:			
Spot paint main girders and secondary elements as needed. Photos 107-4 to 107-06.			

ELEMENT/ENV: 113:1000 / 4 Corrosion**ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
3	MMS Quantity: 4 mh	Element Estimated Quantity: 1 ft	3
WORK ORDER RECOMMENDATION:			
Clean and paint the bottom connection between stringer 10-9 to FB10-8. Photo 113-02.			

ELEMENT/ENV: 152 / 4 Steel Floor Beam**ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
1 , 2 , 3	MMS Quantity: 2 mh	Element Estimated Quantity: 10 ft	3
WORK ORDER RECOMMENDATION:			
Remove dirt and debris on the bottom west flange of FB10-8. Photo 152-03			

ELEMENT/ENV: 152:1000 / 4 Corrosion**ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
3	MMS Quantity: 8 mh	Element Estimated Quantity: 2 ft	3
WORK ORDER RECOMMENDATION:			
Repair hole on FB10-2 above L-shaped angle and below gusset plate 10-3 connection. Photo 152-05			

ELEMENT/ENV: 152:1020 / 4 Connection**ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
3	MMS Quantity: 2 mh	Element Estimated Quantity: 1 ft	3
WORK ORDER RECOMMENDATION:			
Provide missing bolts at angle connection to gusset plate at MG10-2RT. Photo 152-08			
3	MMS Quantity: 2 mh	Element Estimated Quantity: 1 ft	3
WORK ORDER RECOMMENDATION:			
Provide missing bolts at angle connection to gusset plate at MG10-2LT. Photo 152-07			

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UNIT: Unit 0SUPERSTRUCTURE**ELEMENT/ENV: 330 / 4 Metal Bridge Railing****ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
1	MMS Quantity: 1 lf	Element Estimated Quantity: 1 ft	3
WORK ORDER RECOMMENDATION:			
Tighten loose bolt on west face on south side of sixth handrail post from Bascule Pier 10. Photo 330-03.			
1	MMS Quantity: 1 lf	Element Estimated Quantity: 1 ft	3
WORK ORDER RECOMMENDATION:			
Tighten loose bolt on east face on south side of fifth handrail post from Bascule Pier 10. Photo 330-02.			
1	MMS Quantity: 3 lf	Element Estimated Quantity: 3 ft	3
WORK ORDER RECOMMENDATION:			
Clean and paint south side of third handrail post from Bascule Pier 10. Photo 330-01.			

ELEMENT/ENV: 8540 / 4 Open Gearing**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 40 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION:			
Replace all missing and damaged gearing covers. Refer to Photo 8540-M01.			

ELEMENT/ENV: 8541:1000 / 4 Corrosion**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 16 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION:			
Properly clean and paint NL and FL reducers. Refer to Photo 8541-M01.			

ELEMENT/ENV: 8543 / 4 Shaft Bearings and Couplings**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
1 , 2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION:			
Remove all dirt and debris out of the far leaf machinery room floor. Refer to Photo 8543-M01.			

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UNIT: Unit 0 SUPERSTRUCTURE**ELEMENT/ENV: 8543:9010 / 4 Mechanical Alignment****ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 4 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace the bearing cap bolt at near leaf B1-L. Refer to Photo 8543-M03			

ELEMENT/ENV: 8544 / 4 Brakes**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly color code the brake disconnect wiring between line and load side. Refer to Photo 8544-E01.			

ELEMENT/ENV: 8544:1000 / 4 Corrosion**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 32 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint all 4 brake mounting bolts, non interfacing areas of pins and hubs. Refer to Photo 8544-M01.			

ELEMENT/ENV: 8545 / 4 Emergency Drive**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace missing emergency drive chains and keep protected in machinery rooms. Refer to Photo 8545-M01.			
2	MMS Quantity: 16 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly term. and color code conductors at ATS. Patch hole and clean inside of enclosure. Refer to Photo 8545-E01.			
2	MMS Quantity: 24 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Provide protective covers at main reducer emergency drive sprockets, not reqd on aux reducer. Refer to Photo 8545-M01.			

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CONDITION STATE			PRIORITY
2	MMS Quantity: 12 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint the MTS enclosure. Refer to Photo 8545-E04.			
2	MMS Quantity: 16 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint the generator support channels. Refer to Photo 8545-E03.			
2	MMS Quantity: 12 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint the generator battery charger enclosure. Refer to Photo 8545-E02.			

ELEMENT/ENV: 8546 / 4 Span Drive Motors**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Repair or replace the VFD cabinet door disconnect/breaker switches. Refer to Photo 8546-E01.			

ELEMENT/ENV: 8546:1000 / 4 Corrosion**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 32 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint all 4 span drive motors. Refer to Photo 8546-E02.			

ELEMENT/ENV: 8560 / 4 Locks**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace missing bolts at SL receivers (1 at opp and 2 at adj) and front guide (2 adj.). Refer to Photo 8560-M01.			

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CONDITION STATE			PRIORITY
2	MMS Quantity: 40 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint SL HPUs, cylinders, pins, guides, receivers, and bolts and studs. Refer to Photo 8560-M02.			

ELEMENT/ENV: 8560:9000 / 4 Lubrication**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace the broken lubrication line at the opposite SL front guide. Refer to Photo 8560-M03.			

ELEMENT/ENV: 8561:1000 / 4 Corrosion**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 12 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint both rear live load shoes at the far leaf. Refer to Photo 8561-M02.			
2	MMS Quantity: 32 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly clean and paint the live load shoes, mounting bolts, and anchors. Refer to Photo 8561-M01.			

ELEMENT/ENV: 8563 / 4 Access Ladder & Platform**ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
1	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Repair or replace far counterweight pit area lighting. Refer to Photo 8563-E01.			

ELEMENT/ENV: 8571 / 4 Submarine Cable**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly secure the near side submarine cable PVC sleeve supports. Refer to Photo 8571-E01.			

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UNIT: Unit 0**SUPERSTRUCTURE****ELEMENT/ENV: 8572 / 4 Conduit & Junction Box****ELEM CATEGORY: Other Elements**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 4 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Properly ground wires at near leaf pier wall. Refer to Photo 8572-E05.			
2 , 3	MMS Quantity: 2 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace missing conduit body cover at near machinery area conduit system. Refer to Photo 8572-E01.			
2 , 3	MMS Quantity: 16 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Repair or replace broken conduit in near machinery area. Refer to Photo 8572-E07.			
2 , 3	MMS Quantity: 2 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace missing junction box cover in the electrical room. Refer to Photo 8572-E03.			
2 , 3	MMS Quantity: 2 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace missing conduit body cover in the generator room. Refer to Photo 8572-E06.			
2 , 3	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace wirenut splices with mechanical crimps at pullboxes throughout. Refer to Photo 8572-E04.			
2 , 3	MMS Quantity: 2 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace missing junction box cover at the tender house ceiling. Refer to Photo 8572-E02.			

ELEMENT/ENV: 8574 / 4 Control Console**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
1	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Repair or replace span position limit switches. Refer to Photo 8574-E03.			

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UNIT: Unit 0**SUPERSTRUCTURE****ELEMENT/ENV: 8574 / 4 Control Console****ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
1	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Remove miscellaneous spare parts from cabinet and properly terminate conductors. Refer to Photo 8574-E01.			
1	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Repair or replace 'generator room door closed' light and remove wire holding back door LS. Refer to Photo 8574-E02.			

ELEMENT/ENV: 8580 / 4 Navigational Lights**ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
1	MMS Quantity: 4 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Replace the cracked southwest span navigation light fixture red lens. Refer to Photo 8580-E01.			

ELEMENT/ENV: 8581 / 4 Operator Facilities**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
4	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Install cover on main disconnect panel and install feeder entrance bushing. Refer to Photo 8581-E01.			

ELEMENT/ENV: 8581:9020 / 4 Operation**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
4	MMS Quantity: 40 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION: Pump out & properly dispose of sitting water in both counterweight pits & repair sump pumps. Refer to Photo 8581-E02.			

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UNIT: Unit 0SUPERSTRUCTURE**ELEMENT/ENV: 8591 / 4 Warning Gates****ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
1 , 2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION:			
Replace the broken arm down at the SW (Near on-coming) traffic gate. Refer to Photo 8591-E02.			
1 , 2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION:			
Properly secure the base at the NE (Far on-coming) traffic gate. Refer to Photo 8591-E01.			

ELEMENT/ENV: 8591:1000 / 4 Corrosion**ELEM CATEGORY: Movable**

CONDITION STATE			PRIORITY
2	MMS Quantity: 8 mh	Element Estimated Quantity: 1 (EA)	3
WORK ORDER RECOMMENDATION:			
Properly clean and paint NW (Near off-going) traffic gate motor housing. Refer to Photo 8591-E04.			

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UNIT: Unit 1 DECKS**ELEMENT/ENV: 12 / 4 Re Concrete Deck****ELEM CATEGORY: Decks/Slabs**

CONDITION STATE		PRIORITY
1 , 2 , 3	MMS Quantity: 4 sf Element Estimated Quantity: 1 sq.ft	3
WORK ORDER RECOMMENDATION:		
Repair the broken conduit at the north side in spans 11 and 15. Photo 12-06.		
1 , 2 , 3	MMS Quantity: 40 sf Element Estimated Quantity: 40 sq.ft	3
WORK ORDER RECOMMENDATION:		
Properly attach utility pipe on the north side near Abutment 31. Photo 12-08.		
1 , 2 , 3	MMS Quantity: 1 sf Element Estimated Quantity: 1 sq.ft	3
WORK ORDER RECOMMENDATION:		
Repair delamination on Span 1 right sidewalk adjacent to Bridge number. Photo 12-02.		
1 , 2 , 3	MMS Quantity: 1 sf Element Estimated Quantity: 1 sq.ft	3
WORK ORDER RECOMMENDATION:		
Properly cover loose wires at electrical junction box on south side of Span 13. Photo 12-01.		
1 , 2 , 3	MMS Quantity: 24 sf Element Estimated Quantity: 5 sq.ft	3
WORK ORDER RECOMMENDATION:		
Clean and paint the door frame on pier 11 counterweight housing access on the right side. Photo 12-05.		

ELEMENT/ENV: 12:1080 / 4 Delamination/Spall/Patched Area**ELEM CATEGORY: Decks/Slabs**

CONDITION STATE		PRIORITY
2 , 3	MMS Quantity: 2800 sf Element Estimated Quantity: 2800 sq.ft	3
WORK ORDER RECOMMENDATION:		
Clean and coat exposed reinforcement and repair spalls and delaminations along the deck underside as needed. Photos 12-10 and 12-11.		
2 , 3	MMS Quantity: 1 sf Element Estimated Quantity: 1 sq.ft	3
WORK ORDER RECOMMENDATION:		
Repair spall on Span 1 exposed concrete deck. Photo 12-09.		

ELEMENT/ENV: 301:2330 / 4 Seal Damage**ELEM CATEGORY: Joints**

CONDITION STATE		PRIORITY
3	MMS Quantity: 3 lf Element Estimated Quantity: 3 ft	3
WORK ORDER RECOMMENDATION:		
Repair the damaged sealant joint at Piers 16 and 20. Photos 301-01 and 301-02.		

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UNIT: Unit 1 DECKS**ELEMENT/ENV: 301:2360 / 4 Adjacent Deck or Header****ELEM CATEGORY: Joints**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 3 lf	Element Estimated Quantity: 3 ft	3
WORK ORDER RECOMMENDATION: Repair spalls on adjacent headers at Piers 20 and 26. Photos 301-01 and 301-03.			

UNIT: Unit 1 MISCELLANEOUS**ELEMENT/ENV: 8290:9150 / 4 Bank Erosion****ELEM CATEGORY: Channel**

CONDITION STATE			PRIORITY
2	MMS Quantity: 60 mh	Element Estimated Quantity: 30 (EA)	3
WORK ORDER RECOMMENDATION: Fill undermined areas beneath the footing of bascule piers and Piers 26 and 27. Photos 8290-02 and 8290-03.			

UNIT: Unit 1 SUBSTRUCTURE**ELEMENT/ENV: 8390 / 4 Other Fender/Dolphin****ELEM CATEGORY: Substructure**

CONDITION STATE			PRIORITY
1	MMS Quantity: 2 mh	Element Estimated Quantity: 1 ft	3
WORK ORDER RECOMMENDATION: Provide clearance gauge sign on the north end of west fender. Photo 8390-02.			
1	MMS Quantity: 1 mh	Element Estimated Quantity: 1 ft	3
WORK ORDER RECOMMENDATION: Properly attach clearance gauge sign on the south end of east fender. Photo 8390-01.			

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UNIT: Unit 1 SUPERSTRUCTURE**ELEMENT/ENV: 107 / 4 Steel Opn Girder/Beam****ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
1 , 2 , 3	MMS Quantity: 8 mh	Element Estimated Quantity: 30 ft	3
WORK ORDER RECOMMENDATION:			
Remove dirt and debris from the ends of Beams 30-1 and 30-2 at Abutment 31. Photo 107-07.			

ELEMENT/ENV: 313:1020 / 4 Connection**ELEM CATEGORY: Bearings**

CONDITION STATE			PRIORITY
3	MMS Quantity: 1 mh	Element Estimated Quantity: 1 each	3
WORK ORDER RECOMMENDATION:			
Provide north anchor bolt for Bearing 28-8 at Pier 28. Photo 313-03.			

ELEMENT/ENV: 333:1080 / 4 Delamination/Spall/Patched Area**ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
2	MMS Quantity: 2 lf	Element Estimated Quantity: 2 ft	3
WORK ORDER RECOMMENDATION:			
Repair delamination on south railing in Span 7. Photo 333-01.			

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS
 This structure was inventoried west to east.

Note: This structure is divided into two separate units:

UNIT 0 = Main Span Elements

UNIT 1 = Approach Span Elements

Steel Deck Conc Grid and Steel Deck Open Grid on Paint Stl Opn Girders, Paint STOL Stringers and Paint STOL Floor Beams on Concrete Pier walls (1 span). Twenty nine (29) approach spans composed by UMP Conc Deck on AP/S Concrete Beams on R/Conc Caps, AP/S Concrete Columns and R/AC Sub Pile Cap Footings.

An under bridge inspection vehicle is required for routine inspections.

TRAFFIC RESTRICTIONS: Based on the current load rating analysis dated 2/9/96, posting is not required. The structure is not posted

REVIEWED BY:

Digitally
signed by JQ
Date:
2020.03.16
09:51:26
-04'00'

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INSPECTION NOTES: JEHM 1/31/2020

Sufficiency Rating Calculation Accepted by knmeigs at 3/11/2020

LOAD CAPACITY EVALUATION:

Since the current load rating dated 2/9/96, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 01/31/2020 per Jose Quintana, P.E.

The following elements were inspected underwater by the divers:

210 Re Conc Pier Wall
220 Re Conc Pile Cap/Ftg
225 Steel Pile
8290 Channel
8298 Pile Jacket Bare
8390 Other Fender/Dolphin
8571 Submarine Cable

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

MG: Main Girder

FB: Floor Beam

ST: Stringer

RT: Right

LT: Left

NC: No Change

INC: Increase

CAT: Corrective Action Taken

L: Long

W: Wide

H: High

D: Deep

UW: Underwater

ME: Mechanical & Electrical

CORR: Corrosion

CG: Counterweight

ST: Stiffeners

S.L.: Section Loss

in.: Inches

ft.: Feet

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Photo 28-01 Element/Env 28/4: Steel Deck - Open Grid

The Near Adjacent lock compartment access, 4th panel from the west has 5 welds cracked at the NW corner.

WORK ORDER RECOMMENDATION:

Weld/Repair cracked welds and tight loose screw at 4th panel of the Near Adjacent lock compartment.

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Photo 306-01 (Element/Env 306/4: Other Joint)

The east traffic plate is loose at two locations. In an area 4ft L x 1ft. W located 18ft. from the north sidewalk and the other, 2ft. L x 1ft. W located 44ft. from the north sidewalk.

WORK ORDER RECOMMENDATION:

Epoxy inject and secure the loose sections at the east traffic plate at the bascule span.

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Photo 210-01 (Element/Env 210/4: Re Conc Pier Wall)

CORRECTIVE ACTION TAKEN:

Spall/delamination at sidewalk north face at Pier Wall 11 has been repaired.

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Photo 210-02 (Element/Env 210/4: Re Conc Pier Wall)

Bascule Piers 10 and 11, south and north faces have voids up to 8in. H x 36in. L of penetration between the footing and seal.

WORK ORDER RECOMMENDATION:

Seal voids on the footing interfaces of Bascule Piers 10 and 11, north and south faces.

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Photo 210-03 (Element/Env 210/4: Re Conc Pier Wall)

Inside Bascule Pier 10, NW pedestal support for the counterweight span exhibits a spall 18in. H x 12in. L x 4in. D with 2 exposed rebars on the NE corner.

WORK ORDER RECOMMENDATION:

Repair spall on the NE corner of the NW pedestal support inside Bascule Pier 10.

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Photo 210-04 (Element/Env 210/4: Re Conc Pier Wall)

The west face of Bascule Pier 11, 2ft. from the top has two painted over spalls up to 10in. L x 5in. H x 1in. D with minor rust staining.

WORK ORDER RECOMMENDATION:

None

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Photo 210-05 (Element/Env 210/4: Re Conc Pier Wall)

Bascule Pier 10, NE corner has a spall 16in. H x 18in. W x 3in. D, 12 in. below high water mark.

WORK ORDER RECOMMENDATION:
None

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Photo 210-06 (Element/Env 210/4: Re Conc Pier Wall)

Pier wall 11 at west face has corrosion bleed out at north end, 6ft. above high water mark.

WORK ORDER RECOMMENDATION:

None

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Photo 210-07 (Element/Env 210/4: Re Conc Pier Wall)

Pier wall 11 at south face has corrosion bleed out from pipes in the wall.

WORK ORDER RECOMMENDATION:
None

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Photo 210-08 (Element/Env 210/4: Re Conc Pier Wall)

Bascule Pier 10, SW corner has a vertical crack 4ft. L x 1/16in. W with corrosion bleed out, extending 5in. below high water mark.

WORK ORDER RECOMMENDATION:

None

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Photo 210-09 (Element/Env 210/4: Re Conc Pier Wall)

Bascule Pier 11, SE corner has a vertical crack 21in. L x 1/16in. W with corrosion bleed out, at top of marine growth.

WORK ORDER RECOMMENDATION:
None

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Photo 8540-M01 (Element/Env 8540/4: Open Gearing)

The near leaf right (shown) gearing debris cover is dented with corrosion and debris on top, similar at the far leaf left. The cover is also missing completely at the far leaf right (adjacent) and missing the center portion at the near leaf left.

REPAIR RECOMMENDATION:

Replace all missing and damaged gearing covers.

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Photo 8540-M02 (Element/Env 8540/4: Open Gearing)

The far left (opposite) rack teeth exhibit heavy plastic flow about the pitch line, similar at the rack pinion.

REPAIR RECOMMENDATION:
None.

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Photo 8540-M03 (Element/Env 8540/4: Open Gearing)

Several large deformations were noted at the near leaf left (opposite) rack teeth, similar at the rack pinion teeth.

REPAIR RECOMMENDATION:
None.

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Photo 8540-M04 (Element/Env 8540/4: Open Gearing)

Heavy scoring at the near leaf (opposite) G2R teeth roots from tip and root interference due to radial misalignment with P2R, similar at the far leaf (adjacent) P1R/G1R gear sets.

REPAIR RECOMMENDATION:
None.

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Photo 8540-M05 (Element/Env 8540/4: Open Gearing)

Excessive backlash was noted at the far leaf left (opposite) rack and pinion, similar at several gear set locations.

REPAIR RECOMMENDATION:
None.

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Photo 8541-M01 (Element/Env 8541/4: Reducer)

The far leaf reducer was noted with minor area of paint chipping and surface corrosion, similar at the near leaf.

REPAIR RECOMMENDATION:

Properly clean and paint NL and FL reducers.

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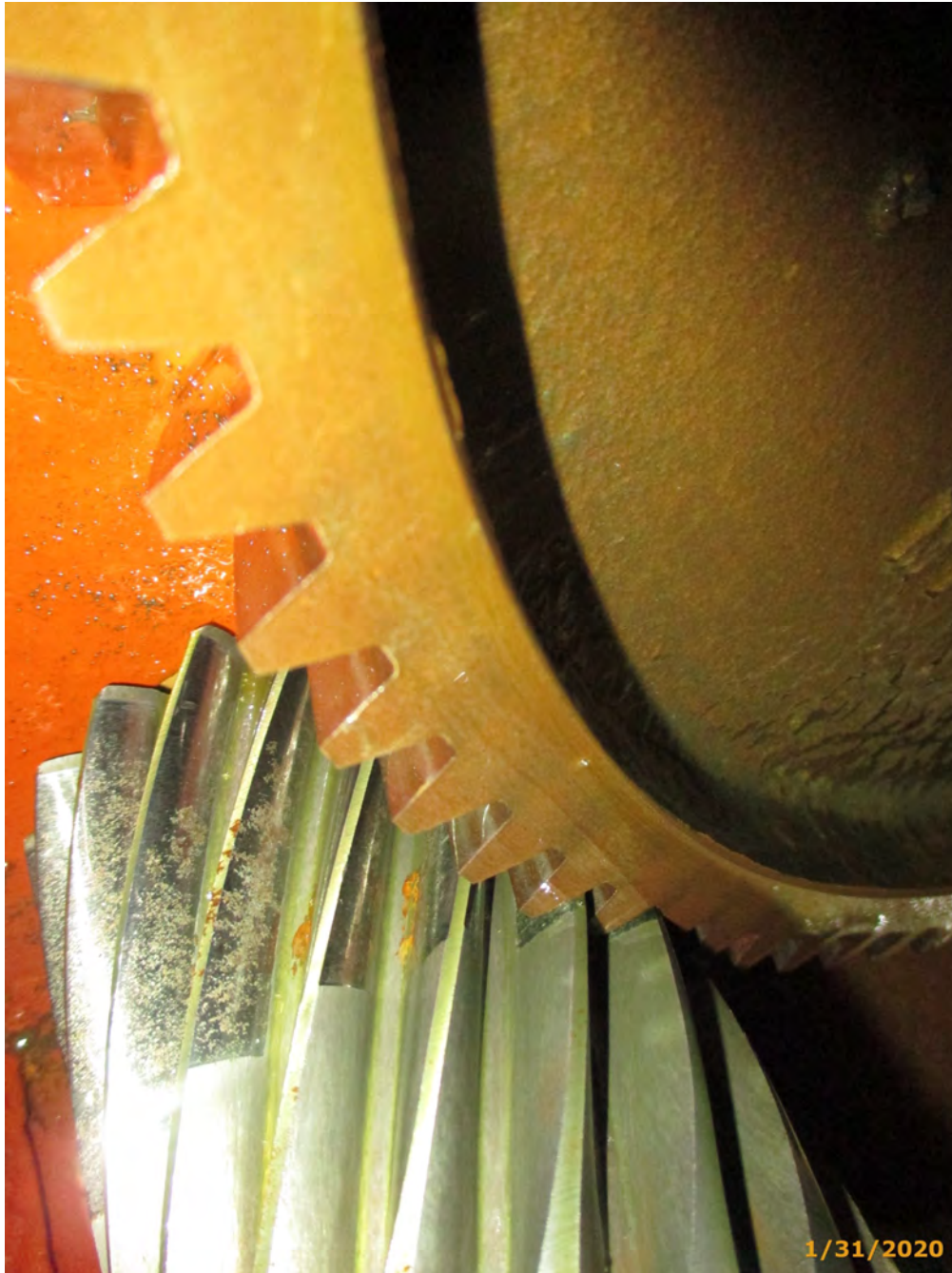


Photo 8541-M02 (Element/Env 8541/4: Reducer)

The far leaf reducer was opened during this inspection and noted with light to moderate pitting at the input shaft pinions.

REPAIR RECOMMENDATION:
None.

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Photo 8541-M03 (Element/Env 8541/4: Reducer)

The far leaf reducer was opened during this inspection and noted with extensive surface corrosion and pitting due to corrosion on all gear teeth.

REPAIR RECOMMENDATION:
None.

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Photo 8543-M01 (Element/Env 8543/4: Shaft Bearings and Couplings)

There is dirt and debris scattered throughout the far leaf machinery room floor. Note the corrosion at the bearing supports and anchors.

REPAIR RECOMMENDATION:

Remove all dirt and debris out of the far leaf machinery room floor.

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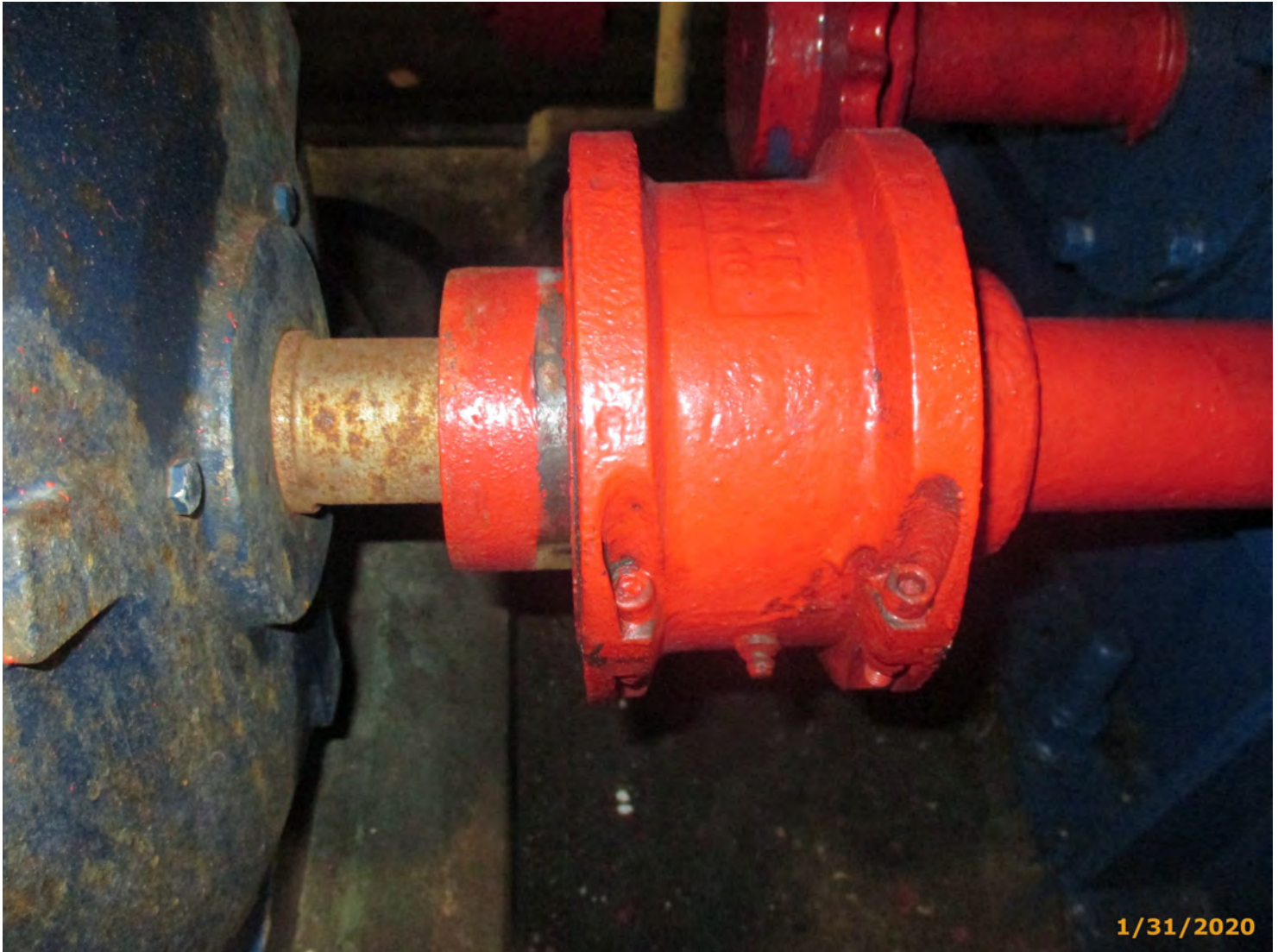


Photo 8543-M02 (Element/Env 8543/4: Shaft Bearings and Couplings)

Motor coupling C1-L at the near leaf oscillates axially.

REPAIR RECOMMENDATION:
None.

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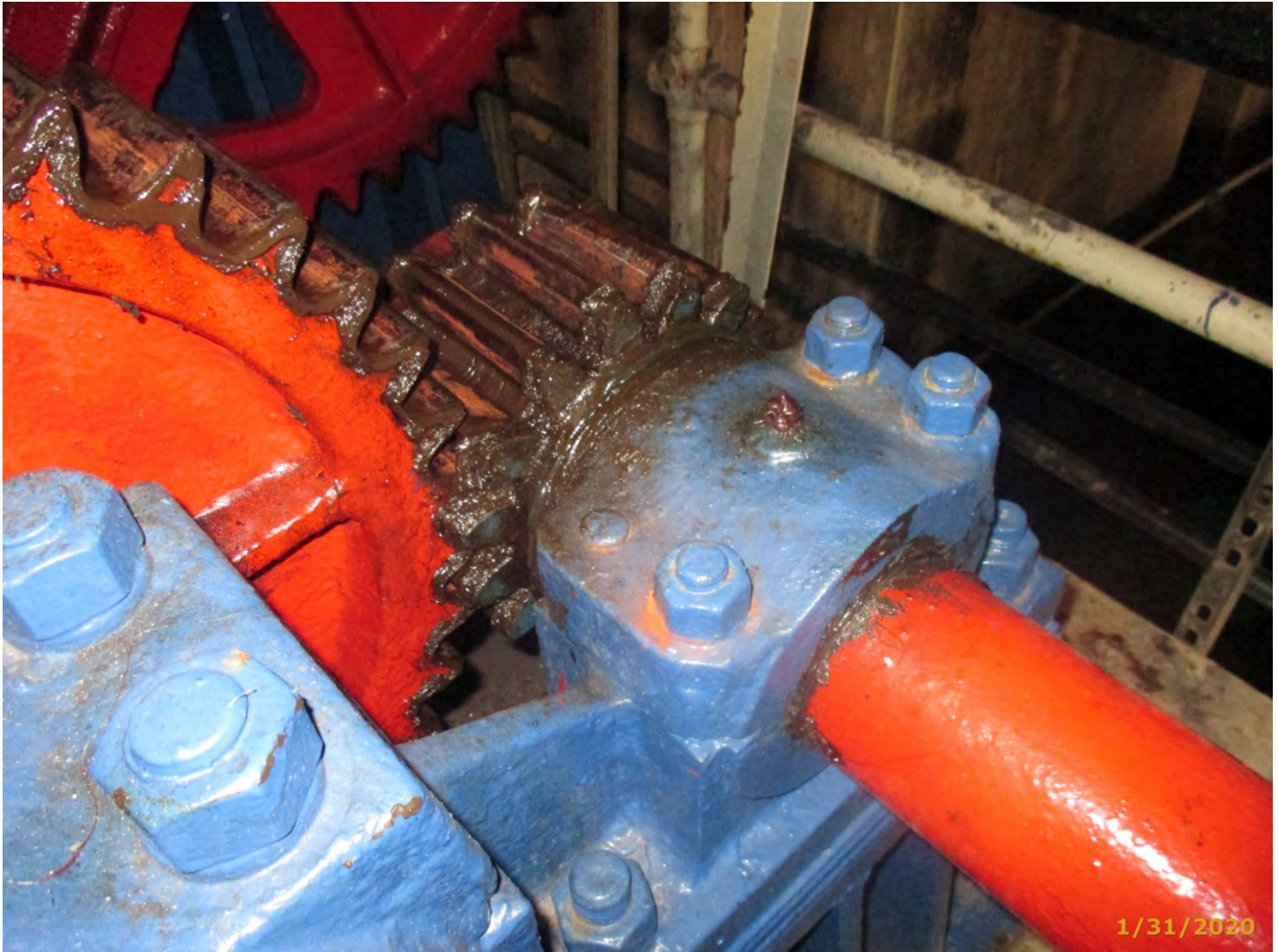


Photo 8543-M03 (Element/Env 8543/4: Shaft Bearings and Couplings)

There is one sheared cap bolt at the near leaf B1-L bearing.

REPAIR RECOMMENDATION:

Replace the bearing cap bolt at near leaf B1-L.

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Photo 8544-E01 (Element/Env 8544/4: Brakes)

All brake disconnects' wiring have conductor color mismatch between load and line sides.

REPAIR RECOMMENDATION:

Properly color code the brake disconnect wiring between line and load side.

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Photo 8544-M01 (Element/Env 8544/4: Brakes)

All four brakes exhibited light corrosion on bolts and pins, and some areas lacking paint.

REPAIR RECOMMENDATION:

Properly clean and paint all 4 brake mounting bolts, non interfacing areas of pins and hubs.

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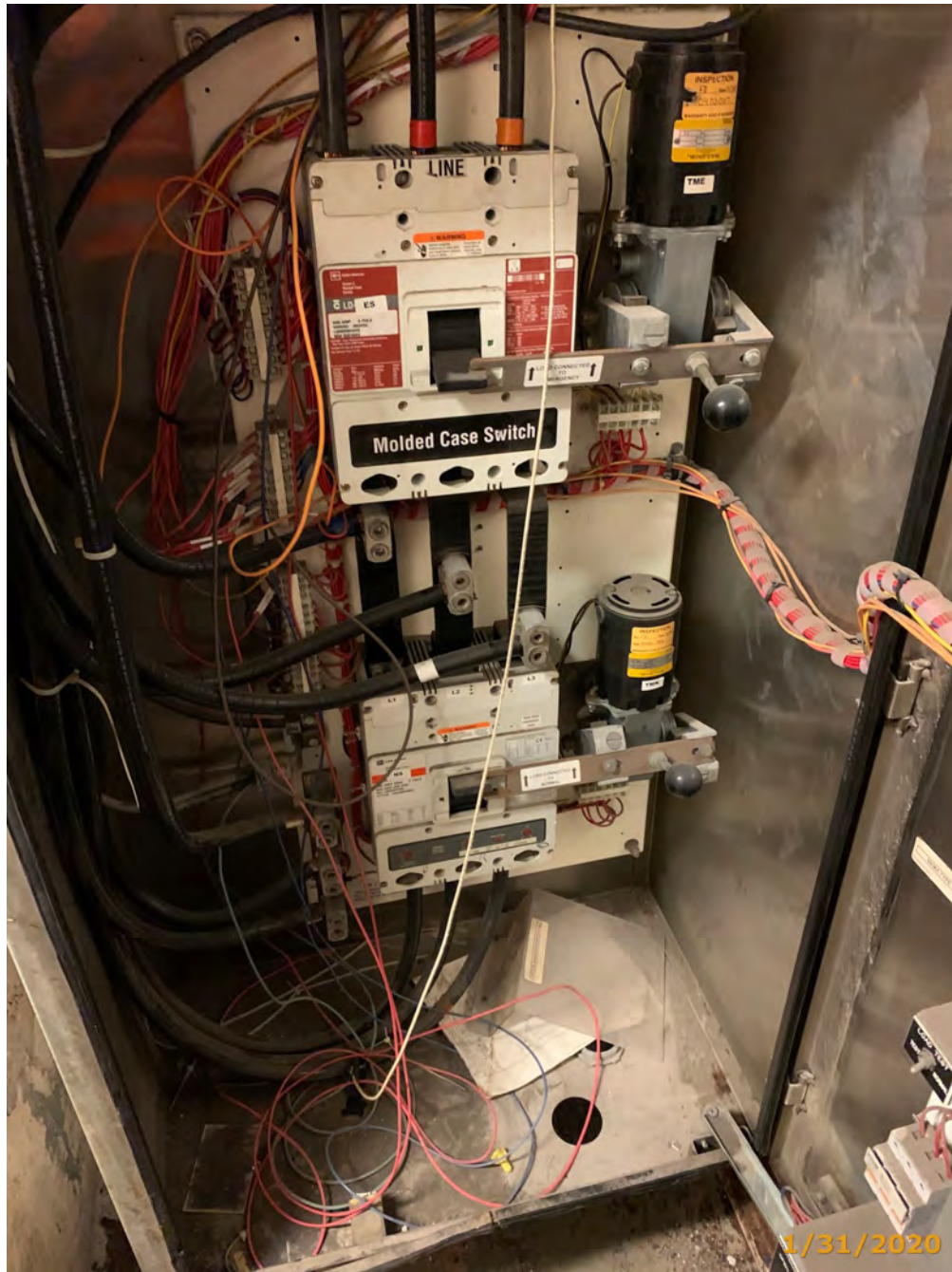


Photo 8545-E01 (Element/Env 8545/4: Emergency Drive)

ATS has several improperly terminated conductors, the power conductors' phase indicating colors mismatch between load and line sides, there is an opening on the cabinet's bottom, and excessive dust collection.

REPAIR RECOMMENDATION:

Properly term. and color code conductors at ATS. Patch hole and clean inside of enclosure.

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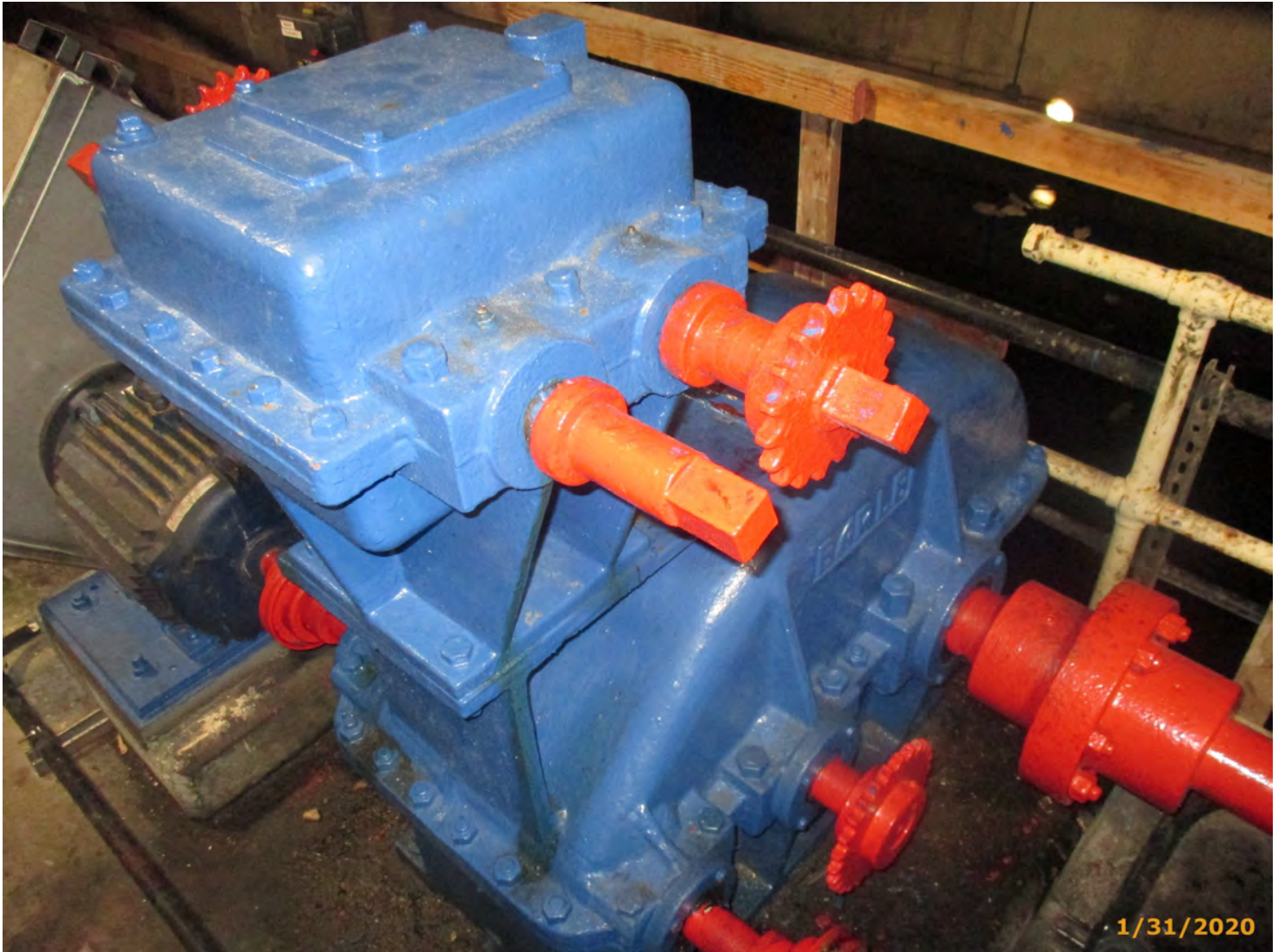


Photo 8545-M01 (Element/Env 8545/4: Emergency Drive)

The emergency drive sprockets do not have protective covers at the main reducers which is a safety concern. Note the chains are also missing at both spans.

REPAIR RECOMMENDATION:

Provide protective covers at main reducer emergency drive sprockets, not reqd on aux reducer.
Replace missing emergency drive chains and keep protected in machinery rooms.

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Photo 8545-E02 (Element/Env 8545/4: Emergency Drive)

Generator battery charger enclosure has surface corrosion.

REPAIR RECOMMENDATION:

Properly clean and paint the generator battery charger enclosure.

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Photo 8545-E03 (Element/Env 8545/4: Emergency Drive)

Generator support channels exhibit moderate corrosion.

REPAIR RECOMMENDATION:

Properly clean and paint the generator support channels.

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Photo 8545-E04 (Element/Env 8545/4: Emergency Drive)

MTS enclosure exhibits moderate corrosion.

REPAIR RECOMMENDATION:

Properly clean and paint the MTS enclosure.

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Photo 8546-E01 (Element/Env 8546/4: Span Drive Motors)

The VFD cabinet door disconnect/breaker switches are not working properly.

REPAIR RECOMMENDATION:

Repair or replace the VFD cabinet door disconnect/breaker switches.

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Photo 8546-E02 (Element/Env 8546/4: Span Drive Motors)

Main Span Motors exhibit moderate surface corrosion, and the Near Adjacent Motor has broken cooling fins.

REPAIR RECOMMENDATION:

Properly clean and paint all 4 span drive motors.

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Photo 8560-M01 (Element/Env 8560/4: Locks)

The adjacent span lock receiver is missing 2 mounting bolts, similar at the opposite receiver and adjacent front guide.

REPAIR RECOMMENDATION:

Replace missing bolts at SL receivers (1 at opp and 2 at adj) and front guide (2 adj.).

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Photo 8560-M02 (Element/Env 8560/4: Locks)

Adjacent span lock cylinder clevis pin with corrosion, similar areas of corrosion scattered throughout both span lock assemblies.

REPAIR RECOMMENDATION:

Properly clean and paint SL HPUs, cylinders, pins, guides, receivers, and bolts and studs.

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Photo 8560-M03 (Element/Env 8560/4: Locks)

Opposite span lock front guide has 1 broken lubrication line.

REPAIR RECOMMENDATION:

Replace the broken lubrication line at the opposite SL front guide.

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Photo 8561-M01 (Element/Env 8561/4: Live Load Shoes)

Light to moderate corrosion was noted at the live load shoes, mounting bolts, and anchors.

REPAIR RECOMMENDATION:

Properly clean and paint the live load shoes, mounting bolts, and anchors.

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Photo 8561-M02 (Element/Env 8561/4: Live Load Shoes)

Both far leaf rear live load shoes exhibit areas of light corrosion and lack of paint.

REPAIR RECOMMENDATION:

Properly clean and paint both rear live load shoes at the far leaf.

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Photo 8571-E01 (Element/Env 8571/4: Submarine Cables)

The near side submarine cable PVC sleeve supports are broken/separated.

REPAIR RECOMMENDATION:

Properly secure the near side submarine cable PVC sleeve supports.

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Photo 8571-01 (Element/Env 8571/4: Submarine Cable)

The cables extend uncovered to the fender system up to 3ft. off the bottom. At the fender system/channel interface the cables angle down into a trench and are buried within 6ft. of entering channel and are trenched and buried throughout channel.

WORK ORDER RECOMMENDATION:
None

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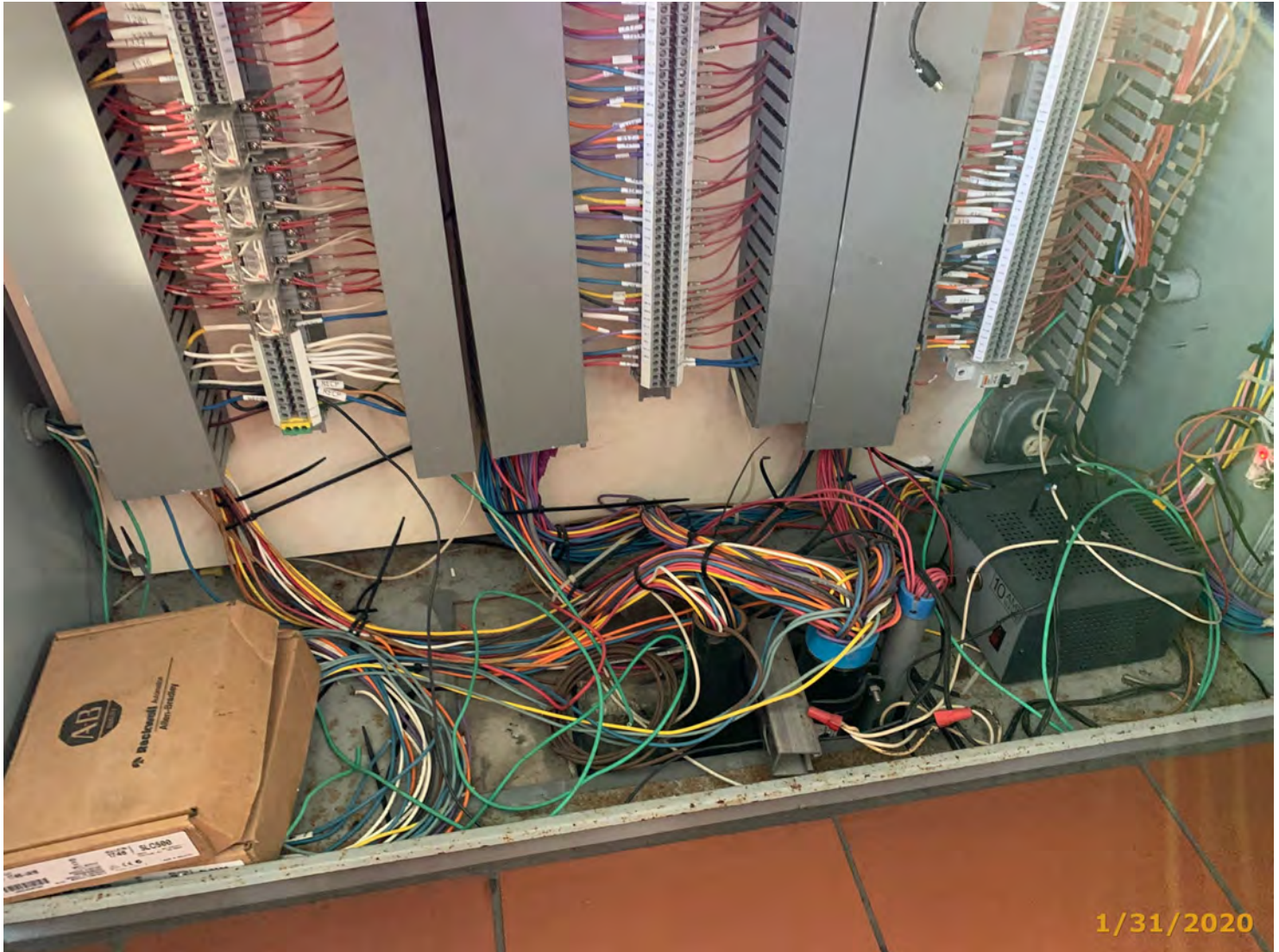


Photo 8574-E01 (Element/Env 8574/4: Control Console)

There is improperly terminated and unterminated conductors inside the control console, and there are miscellaneous spare parts stored inside it.

REPAIR RECOMMENDATION:

Remove miscellaneous spare parts from cabinet and properly terminate conductors.

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Photo 8574-E02 (Element/Env 8574/I: Control Console)

The 'generator room door closed' light does not work and the door limit switch has been held 'locked' by a wire.

REPAIR RECOMMENDATION:

Repair or replace 'generator room door closed' light and remove wire holding back door LS.

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Photo 8574-E03 (Element/Env 8574/I4: Control Console)

The rollers for all span position limit switches are corroded.

REPAIR RECOMMENDATION:

Repair or replace span position limit switches.

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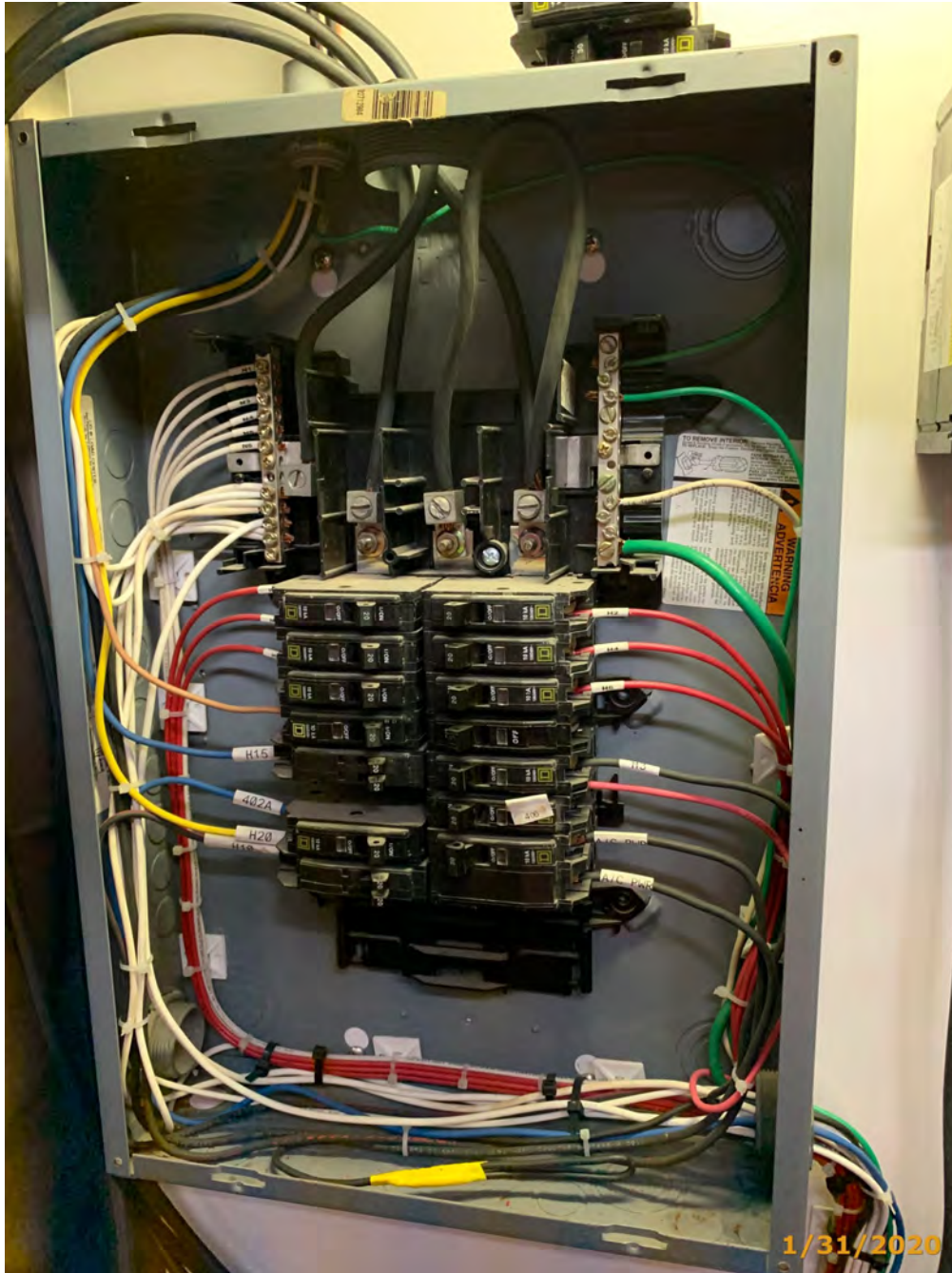


Photo 8581-E01 (Element/Env 8581/4: Operators Facility)

The lighting panel within the main disconnect cabinet is missing its cover and the feeder entrance bushing.

REPAIR RECOMMENDATION:

Install cover on main disconnect panel and install feeder entrance bushing.

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Photo 8581-E02 (Element/Env 8581/4: Operators Facility)

At the time of inspection, both the near and far piers sump pumps were not operational, and the counterweight pits were flooded.

REPAIR RECOMMENDATION:

Pump out & properly dispose of sitting water in both counterweight pits & repair sump pumps.

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Photo 8591-E01 (Element/Env 8591/4: Warning Gates)

The Northeast (Far on-coming) traffic gate housing has a cracked top cover and its base is loose.

REPAIR RECOMMENDATION:

Properly secure the base at the NE (Far on-coming) traffic gate.

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Photo 8591-E02 (Element/Env 8591/4: Warning Gates)

The Southwest (Near on-coming) traffic gate has a broken arm down wire.

REPAIR RECOMMENDATION:

Replace the broken arm down at the SW (Near on-coming) traffic gate.

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Photo 8591-E03 (Element/Env 8591/4: Warning Gates)

Assembly gate arms bumper rods do not touch the roadway. However, gate arm heights are within FDOT standards limits.

REPAIR RECOMMENDATION:
None.

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Photo 8591-E04 (Element/Env 8591/4: Warning Gates)

The Northwest (Near off-going) traffic gate motor housing exhibits minor surface corrosion.

REPAIR RECOMMENDATION:

Properly clean and paint NW (Near off-going) traffic gate motor housing.

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Photo 8572-E01 (Element/Env 8572/4: Conduit & Junction Box)

A conduit body cover is missing from the near machinery area conduit system.

REPAIR RECOMMENDATION:

Replace missing conduit body cover at near machinery area conduit system.

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Photo 8572-E02 (Element/Env 8572/4:Conduit & Junction Box)

A junction box in the tender house ceiling is open exposing the wiring.

REPAIR RECOMMENDATION:

Replace missing junction box cover at the tender house ceiling.

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Photo 8572-E03 (Element/Env 8572/4:Conduit & Junction Box)

A junction box in the electrical room is open exposing the wiring.

REPAIR RECOMMENDATION:

Replace missing junction box cover in the electrical room.

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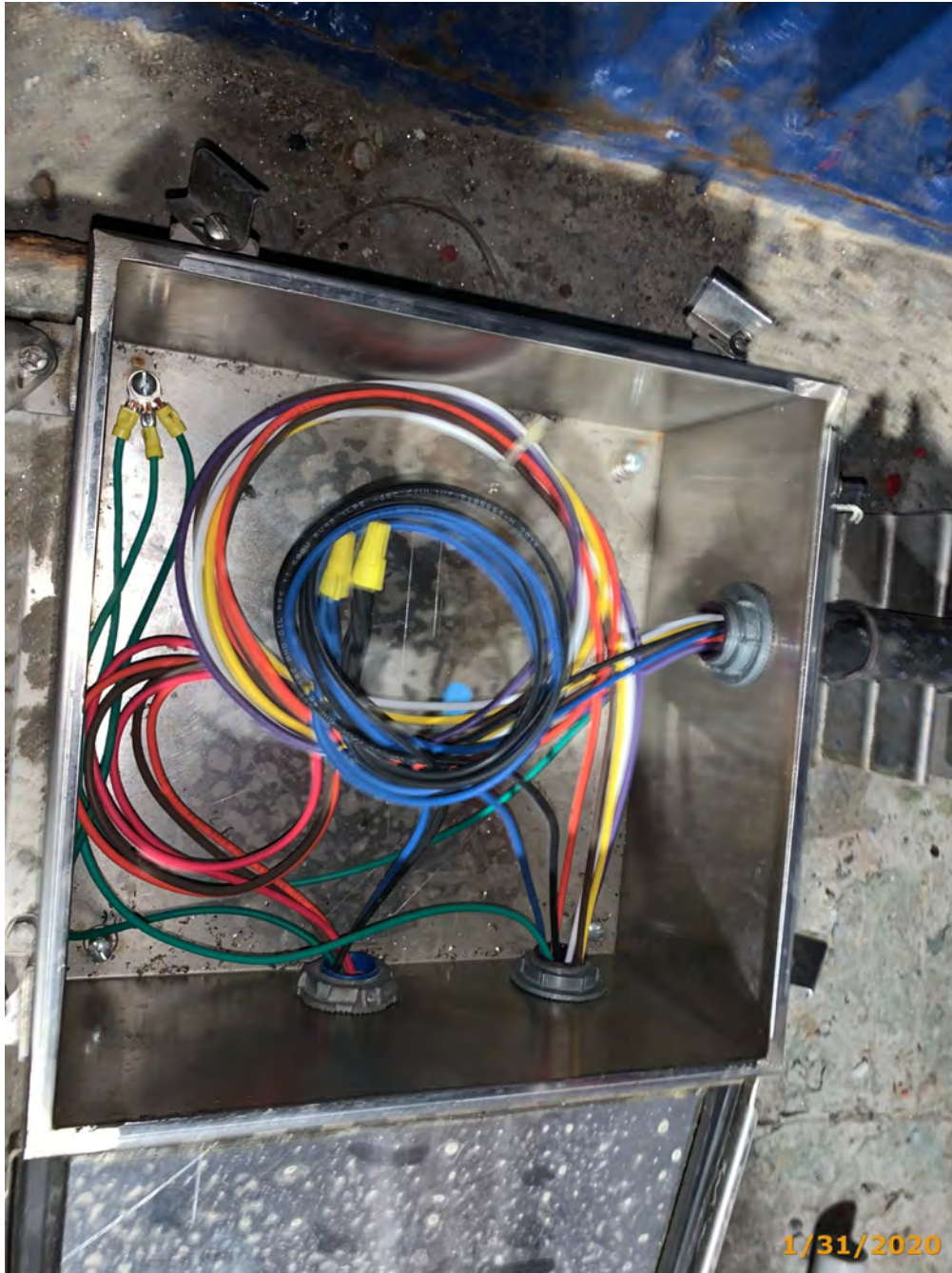


Photo 8572-E04 (Element/Env 8572/4:Conduit & Junction Box)

Several pullboxes contain wirenut splices.

REPAIR RECOMMENDATION:

Replace wirenut splices with mechanical crimps at pullboxes throughout.

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Photo 8572-E05 (Element/Env 8572/4:Conduit & Junction Box)

The near pier grounding rod connection has separated.

REPAIR RECOMMENDATION:

Properly ground wires at near leaf pier wall.

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Photo 8572-E06 (Element/Env 8572/4:Conduit & Junction Box)

A conduit body in the generator room is missing its cover exposing the wiring.

REPAIR RECOMMENDATION:

Replace missing conduit body cover in the generator room.

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Photo 8572-E07 (Element/Env 8572/4:Conduit & Junction Box)

There is a broken conduit in the near machinery area.

REPAIR RECOMMENDATION:

Repair or replace broken conduit in near machinery area.

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Photo 107-01 (Str Unit 0 Element/Env 107/4: Steel Opn Girder/Beam)

The Main girders have accumulation of dirt and debris along the top flanges at the connection of the space bars for the steel deck.

WORK ORDER RECOMMENDATION:

Clean the dirt and debris on the top of the Main Girders top flange.

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Photo 107-02 (Str Unit 0 Element/Env 107/4: Steel Opn Girder/Beam)

he main girders have painted over pitting up to areas of 2ft H. x 9in. W. X 1/4in. D on the flanges, web and rivets, primarily at connection points.

WORK ORDER RECOMMENDATION:
None

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Photo 107-03 (Str Unit 0 Element/Env 107/4: Steel Opn Girder/Beam)

The bottom rivets and angles at the connection of the stub stringer at the tip of MG10-1LT, south face have corrosion with up to 100% painted section loss for areas up to 5in H x 4in W. The same condition exists at the bottom rivet at the tip of MG10-2LT.

WORK ORDER RECOMMENDATION:
None

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Photo 107-04 (Str Unit 0 Element/Env 107/4: Steel Opn Girder/Beam)

MG10-2LT Top cover plate has corrosion with area of 2ft. L x 2in. W with section loss up to 50%, approximately 3ft. from FB10-8.

WORK ORDER RECOMMENDATION:

Spot paint main girders and secondary elements as needed.

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Photo 107-05 (Str Unit 0 Element/Env 107/4: Steel Opn Girder/Beam)

MG10-1RT, first stiffener on the north face exhibits two drilled holes and scrapes (probably from recent rehabilitation) with minor corrosion at the bottom section, east of FB10-1.

WORK ORDER RECOMMENDATION:

Spot paint main girders and secondary elements as needed.

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Photo 107-06 (Str Unit 0 Element/Env 107/4: Steel Opn Girder/Beam)

MG10-1RT, top flange has an area with 58% section loss measuring 6in L x 4in. W x 0.5 in D at the south face, near the first sidewalk brackets.

WORK ORDER RECOMMENDATION:

Spot paint main girders and secondary elements as needed.

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Photo 107-07 (Str Unit 1 Element/Env 107/4: Steel Opn Girder/Beam)

The ends of Beams 30-1 and 30-2 are buried at Abutment 31.

WORK ORDER RECOMMENDATION:

Remove dirt and debris from the ends of Beams 30-1 and 30-2 at Abutment 31,

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Photo 107-08 (Str Unit Element/Env 107/4: Steel Opn Girder/Beam)

Paint over pitting in the beams with 11/16in. section remaining. Now deficiency is painted over pitting.

WORK ORDER RECOMMENDATION:
None.

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Photo 113-01 (Element/Env 113/4: Steel Stringer)

The bottom flange at end stringer at FB 10-1 exhibits pitting with section lost up to 100% at beams connection.

WORK ORDER RECOMMENDATION:

None.

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Photo 113-02 (Element/Env 113/4: Steel Stringer)

The stringer 10-9 at FB10-8 exhibits severe corrosion with 50% section loss at bottom flange at connection to FB10-8.

WORK ORDER RECOMMENDATION:

Clean and paint the bottom connection between stringer 10-9 to FB10-8.

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Photo 113-03 (Element/Env 113/4: Steel Stringer)

Stringer 10-1 at FB 10-8 is missing the 2 fasteners at the connection.

WORK ORDER RECOMMENDATION:
None.

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Photo 152-01 (Element/Env 152/4: Steel Floor Beam)

The vertical stiffener of FB10-1 below Stringer 1, previously noted as Stringer 5, has a 1-1/2in. diameter hole, just below the stringer.

WORK ORDER RECOMMENDATION:

None

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Photo 152-02 (Element/Env 152/4: Steel Floor Beam)

The mid-span lateral gusset plate angle attached to the east face of FB10-2 has a 3-3/4in. long crack at the north end of angle heel. There is no crack at this location.

WORK ORDER RECOMMENDATION:
None

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Photo 152-03 (Element/Env 152/4: Steel Floor Beam)

The first vertical stiffener from the north of FB10-8 is bent over in two sections up to 6in. L.
There is dirt and debris on the bottom west flange of FB10-8.

WORK ORDER RECOMMENDATION:

Remove dirt and debris on the bottom west flange of FB10-8.

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Photo 152-04 (Element/Env 152/4: Steel Floor Beam)

The floor beams have painted over pitting 1/8in. to 1/4in. deep in the bottom flanges, web areas and at the stringer and lateral bracing connections.

WORK ORDER RECOMMENDATION:

None

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Photo 152-05 (Element/Env 152/4: Steel Floor Beam)

There is a hole 6in.L x 1-1/2in.W (100% section loss) between the L-shaped angle to gusset plate 10-3 connection for cross bracing to FB10-2.

WORK ORDER RECOMMENDATION:

Repair hole on FB10-2 above L-shaped angle and below gusset plate 10-3 connection.

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Photo 152-06 (Element/Env 152/4: Steel Floor Beam)

The knee brace angle at FB10-2 has a hole 3in. L x 1in. W at west side on MG10-1 RT.

WORK ORDER RECOMMENDATION:

None

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Photo 152-07 (Element/Env 152/4: Steel Floor Beam)

East face of FB10-5 is missing 4 of 8 rivets on the angle connection to gusset plate connection at MG10-2LT.

WORK ORDER RECOMMENDATION:

Provide missing bolts at angle connection to gusset plate at MG10-2LT.

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Photo 152-08 (Element/Env 152/4: Steel Floor Beam)

East face of FB10-5 is missing 3 of 8 rivets on the angle connection to gusset plate connection at MG10-2RT.

WORK ORDER RECOMMENDATION:

Provide missing bolts at angle connection to gusset plate at MG10-2RT.

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Photo 330-01 (Element/Env 330/4: Metal Bridge Railing)

Third handrail post from Bascule Pier 10 on the south side has corrosion on the south face between the upper and lower post assembly.

WORK ORDER RECOMMENDATION:

Clean and paint south side of third handrail post from Bascule Pier 10.

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Photo 330-02 (Element/Env 330/4: Metal Bridge Railing)

Fifth handrail post from Bascule Pier 10 on the south side has 1 of 2 bolts loose on the east face adjacent to bottom rail.

WORK ORDER RECOMMENDATION:

Tighten loose bolt on east face on south side of fifth handrail post from Bascule Pier 10.

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Photo 330-03 (Element/Env 330/4: Metal Bridge Railing)

Sixth handrail post from Bascule Pier 10 on the south side has 1 of 2 bolts loose on the west face, on the middle rail adjacent to tender sign.

WORK ORDER RECOMMENDATION:

Tighten loose bolt on west face on south side of sixth handrail post from Bascule Pier 10.

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Photo 8563-E01 (Element/Env 8563/4: Access Ladder & Platform)

The far counterweight pit area lighting was not operational.

REPAIR RECOMMENDATION:

Repair or replace far counterweight pit area lighting.

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Photo 8580-E01 (Element/Env 8580/4: Navigational Lights)

The southwest span navigation light fixture red lens is cracked.

REPAIR RECOMMENDATION:

Replace the cracked southwest span navigation light fixture red lens.

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Photo 12-01 (Element/Env 12/4: Re Concrete Deck)

South sidewalk underside on Span 13 has an open electrical junction box with exposed wires.

WORK ORDER RECOMMENDATION:

Properly cover loose wires at electrical junction box on south side of Span 13.

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Photo 12-02 (Element/Env 12/4: Re Concrete Deck)

Span 1 right sidewalk exhibits a delamination 9in. L x 9in. W at the south end of End Bent 1.

WORK ORDER RECOMMENDATION:

Repair delamination on Span 1 right sidewalk adjacent to Bridge number.

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Photo 12-03 (Element/Env 12/4: Re Concrete Deck)

There is general condition at sidewalks exhibit transverse cracks up to 1/32in. at random locations.

WORK ORDER RECOMMENDATION:

None

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Photo 12-04 (Element/Env 12/4: Re Concrete Deck)

The right sidewalk exhibits a spall 18in. L x 6in. W x 1-1/2in. D in span 26 near to midspan on traffic edge.

WORK ORDER RECOMMENDATION:

None

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Photo 12-05 (Element/Env 12/4: Re Concrete Deck)

The door frame on pier 11 counterweight housing access on the right side exhibits severe corrosion with section loss.

WORK ORDER RECOMMENDATION:

Clean and paint the door frame on pier 11 counterweight housing access on the right side.

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Photo 12-06 (Element/Env 12/4: Re Concrete Deck)

The conduit is broken at north side on span 11 and 15.

WORK ORDER RECOMMENDATION:

Repair the broken conduit at the north side in spans 11 and 15.

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Photo 12-07 (Element/Env 12/4: Re Concrete Deck)

There is a 3/4in. difference in elevation between Span 1 deck top and the west approach roadway.

WORK ORDER RECOMMENDATION:
None

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Photo 12-08 (Element/Env 12/4: Re Concrete Deck)

Several of the utility hangers and connections supporting the small utility pipe on the north side of the bridge over Pier 8 are broken and near Abutment 31 the utility pipe is being supported by rope, resulting in sagging of the conduit.

WORK ORDER RECOMMENDATION:

Properly attach utility pipe on the north side near Abutment 31.

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Photo 12-09 (Element/Env 12/4: Re Concrete Deck)

The exposed concrete deck in Span 1 has a 6in. L x 6in. W x 2in. D spall 20ft. from the north curb and 10ft. from End Bent 1.

WORK ORDER RECOMMENDATION:

Repair spall on Span 1 exposed concrete deck.

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Photo 12-10 (Element/Env 12/4: Re Concrete Deck)

The overhangs underside exhibit spalls and delaminations with exposed rebars up to 12ft. L x 2ft. W x 3in. D at random locations

WORK ORDER RECOMMENDATION:

Clean and coat exposed reinforcement and repair spalls and delaminations along the deck underside as needed.

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Photo 12-11 (Element/Env 12/4: Re Concrete Deck)

The deck underside exhibits spalls and delaminations with exposed rebars up to 15ft. x bay width x up to 2-1/2 in. at random locations

WORK ORDER RECOMMENDATION:

Clean and coat exposed reinforcement and repair spalls and delaminations along the deck underside as needed.

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Photo 301-01 (Element/Env 301/4: Pourable Joint Seal)

Pier 20 joint has a 5in. section with loss of adhesion and a spall located 16ft. from the north curb.

WORK ORDER RECOMMENDATION:

Repair the damaged sealant joint at Piers 16 and 20.
Repair spalls on adjacent headers at Piers 20 and 26.

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Photo 301-02 (Element/Env 301/4: Pourable Joint Seal)

Pier 16 joint has two 1in. diameter holes at 1ft. located 14ft. and 18ft. from the north curb.

WORK ORDER RECOMMENDATION:

Repair the damaged sealant joint at Piers 16 and 20.

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Photo 301-03 (Element/Env 301/4: Pourable Joint Seal)

The west header at Pier 26 exhibits a spall 24in. L x 8in. W with two exposed rebars located 16ft. from the north barrier.

WORK ORDER RECOMMENDATION:

Repair spalls on adjacent headers at Piers 20 and 26.

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Photo 8290-01 (Element/Env 8290/4: Channel)

Divers conducting the Underwater Inspection.

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Photo 8290-02 (Element/Env 8290/4: Channel)

Bascule Pier 10, NW corner extending toward east face has an undermined area up to 18in. H x 10ft. L x 4ft. of penetration.

WORK ORDER RECOMMENDATION:

Fill undermined areas beneath the footing of bascule piers and Piers 26 and 27.

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Photo 8290-03 (Element/Env 8290/4: Channel)

Bascule Pier 11, SE corner extending toward south face has an undermining area up to 10in. Hx 11ft. L x 24in. of penetration.

WORK ORDER RECOMMENDATION:

Fill undermined areas beneath the footing of bascule piers and Piers 26 and 27.

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Photo 8290-04 (Element/Env 8290/4: Channel)

The east bulkhead cap underside has a 12ft. x 1ft. delamination with a 1/8in. wide crack with corrosion staining at the north end.

WORK ORDER RECOMMENDATION:

None

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Photo 8475-01 (Element/Env 8475/4: R/Conc Walls)

The grout between the southeast wingwall and Abutment 31 has a 28in. L x 6in. W delamination.

WORK ORDER RECOMMENDATION:

None

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Photo 220-01 (Element/Env 220/4: Re Conc Pile Cap/Ftg)

Footing 5, north end has a delamination 26in. L x 10in. W with corrosion bleed out, starting at the top of footing, previously noted as a crack.

WORK ORDER RECOMMENDATION:

None

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Photo 220-02 (Element/Env 220/4: Re Conc Pile Cap/Ftg)

Footing 6, west face has a delamination 3ft. H x 16ft. L between piles 5 and 6, at top of footing.

WORK ORDER RECOMMENDATION:

None

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Photo 234-01 (Element/Env 234/4: Re Conc Pier Cap)

Pier cap 23 has a vertical crack up to 1/32in. with efflorescence on the south end.

WORK ORDER RECOMMENDATION:

None

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Photo 8390-01 (Element/Env 8390/4: Other Fender/Dolphin)

The clearance gauge sign on the south end of east fender is not attached.

WORK ORDER RECOMMENDATION:

Properly attach clearance gauge sign on the south end of east fender.

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Photo 8390-02 (Element/Env 8390/4: Other Fender/Dolphin)

The clearance gauge sign on the north end of west fender is missing.

WORK ORDER RECOMMENDATION:

Provide clearance gauge sign on the north end of west fender.

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Photo 311-01 (Element/Env 311/4: Moveable Bearing)

The bearings have corrosion with up to 10% section loss.

WORK ORDER RECOMMENDATION:
None

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Photo 313-01 (Element/Env 313/4: Fixed Bearing)

The north anchor bolt for Bearing 27-8 at Pier 28 has 10% section loss.

WORK ORDER RECOMMENDATION:

None

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Photo 313-02 (Element/Env 313/4: Fixed Bearing)

Surface corrosion and paint failure in the painted bearings at Abutment 1.

WORK ORDER RECOMMENDATION:
None

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Photo 313-03 (Element/Env 313/4: Fixed Bearing)

The north anchor bolt for Bearing 28-8 at Pier 28 is missing.

WORK ORDER RECOMMENDATION:

Provide north anchor bolt for Bearing 28-8 at Pier 28.

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Photo 333-01 (Element/Env 333/4: Other Bridge Railing)

South railing in Span 7 exhibits a delamination 16in. L x 6in. W located 15ft. from Pier 8.

WORK ORDER RECOMMENDATION:

Repair delamination on south railing in Span 7.

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SCOUR EVALUATION

Channel Looking North

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection**

Structure ID: 875101

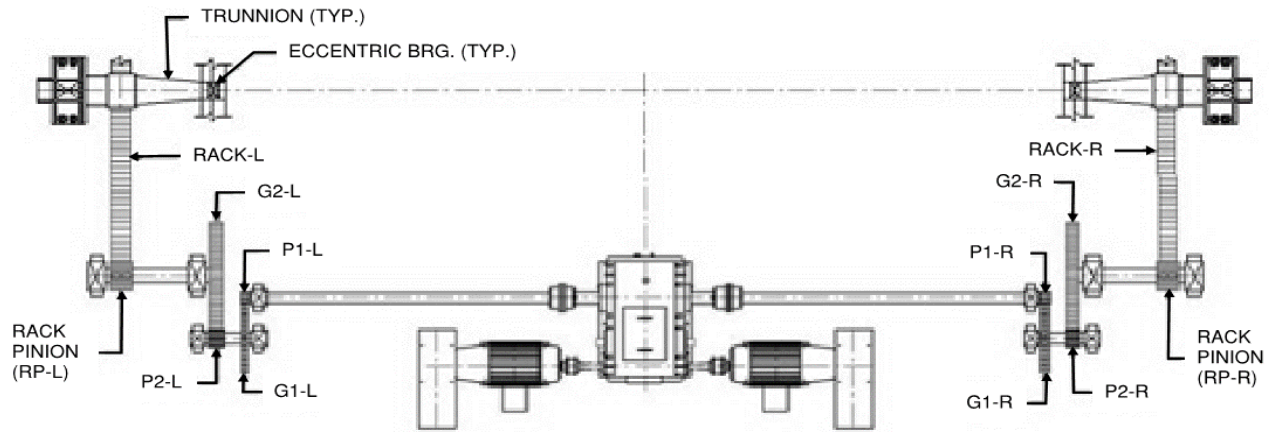
DISTRICT: D6 - Miami

INSPECTION DATE: 1/31/2020 JEHM

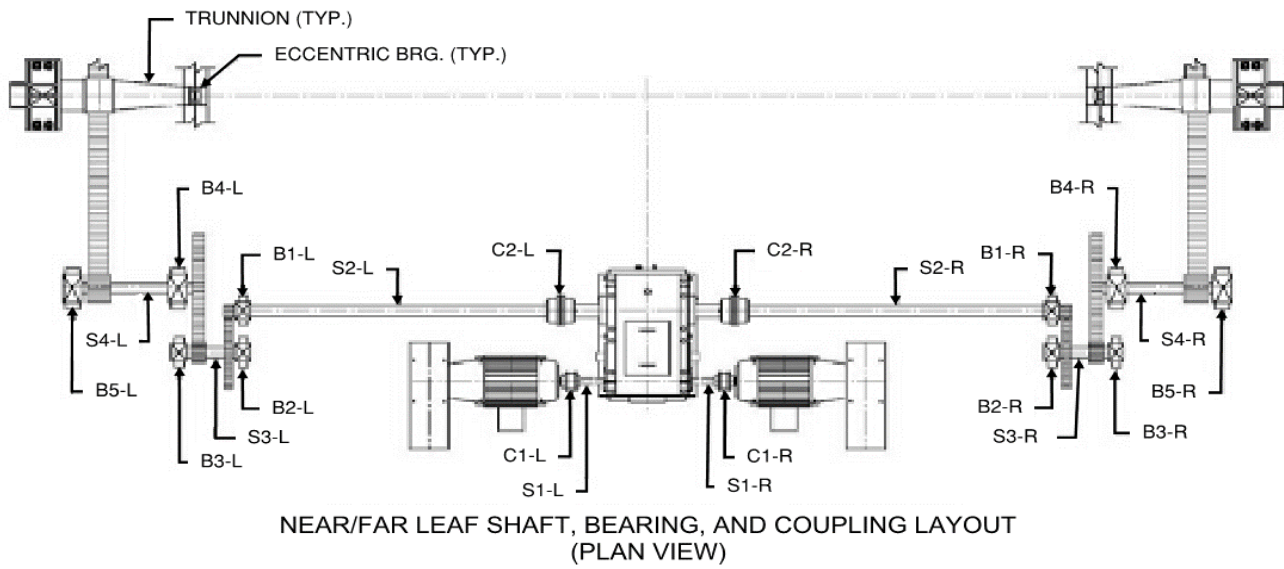


SCOUR EVALUATION

Channel Looking South

ELEMENT 8540 - OPEN GEARING**SKETCH 1****NEAR/FAR LEAF OPEN GEARING LAYOUT
(PLAN VIEW)****ELEMENT 8540 - OPEN GEARING****TABLE 1**

RACK / PINION BACKLASH MEASUREMENTS (INCHES)					
Location	2020	2019	2018	2017	2016
Near (West) Leaf					
P1-L / G1-L	0.162	0.261	0.120	0.091	0.168
P2-L / G2-L	0.295	0.164	0.263	0.141	0.230
Rack-L / RP-L	0.212	0.278	0.270	0.333	0.272
P1-R / G1-R	0.140	0.189	0.127	0.171	0.100
P2-R / G2-R	0.203	0.166	0.160	0.192	0.121
Rack-R / RP-R	0.155	0.134	0.123	0.388	0.080
Far (East) Leaf					
P1-L / G1-L	0.163	0.151	0.110	0.187	0.100
P2-L / G2-L	0.295	0.145	0.145	0.267	0.185
Rack-L / RP-L	0.460	0.434	0.374	0.347	0.268
P1-R / G1-R	0.070	0.169	0.065	0.090	0.090
P2-R / G2-R	0.151	0.090	0.135	0.151	0.140
Rack-R / RP-R	0.305	0.274	0.250	0.252	0.274

ELEMENT 8543 - SHAFT BEARINGS AND COUPLINGS**SKETCH 2**

ELEMENT 8543 - SHAFT BEARINGS AND COUPLINGS**TABLE 2**

Bearing ID	RC9 Fit	Max Radial Clearance (inches @ Location)				
		2020	2019	2018	2017	2016
Near (West) Leaf						
NA Trun.	0.051	0.062 @ 11:00	0.072 @ 11:00	0.054 @ 11:00	0.052 @ 11:00	0.054 @ 11:00
B1-L	0.024	0.008 @ 3:00	0.007 @ 12:00	0.005 @ 12:00	<0.003	<0.003
B2-L	0.028	0.009 @ 11:00	0.009 @ 11:00	0.009 @ 11:00	0.013 @ 11:00	0.011 @ 11:00
B3-L	0.028	0.017 @ 8:00	0.018 @ 8:00	0.018 @ 8:00	0.018 @ 8:00	0.027 @ 8:00
B4-L	0.034	N/A	N/A	N/A	N/A	N/A
B5-L	0.034	0.020 @ 1:00	0.020 @ 1:00	0.013 @ 1:00	0.009 @ 1:00	0.010 @ 1:00
NO Trun.	0.051	0.180 @ 11:00	0.208 @ 11:00	0.210 @ 11:00	0.190 @ 11:00	0.210 @ 11:00
B1-R	0.024	0.007 @ 3:00	0.005 @ 2:00	0.004 @ 1:00	<0.003	<0.003
B2-R	0.028	0.017 @ 12:00	0.022 @ 12:00	0.009 @ 1:00	0.009 @ 1:00	0.009 @ 1:00
B3-R	0.028	0.018 @ 5:00	0.022 @ 5:00	0.018@ 5:00	0.017 @ 5:00	0.015 @ 5:00
B4-R	0.034	N/A	N/A	N/A	N/A	N/A
B5-R	0.034	0.007 @ 4:00	0.007 @ 4:00	0.005 @ 4:00	0.005 @ 11:00	0.006 @ 11:00
Far (East) Leaf						
FO Trun.	0.051	0.093 @ 12:00	0.122 @ 12:00	0.079 @ 1:00	0.027 @ 1:00	0.106 @ 11:00
B1-L	0.024	0.013 @ 1:00	0.017 @ 1:00	0.015 @ 12:00	0.008 @ 1:00	0.005 @ 1:00
B2-L	0.028	0.020 @ 12:00	0.020 @ 11:00	0.012 @ 3:00	0.012 @ 4:00	0.014 @ 11:00
B3-L	0.028	0.026 @ 1:00	0.031 @ 11:00	0.016 @ 11:00	0.023 @ 11:00	0.020 @ 11:00
B4-L	0.034	N/A	N/A	N/A	N/A	N/A
B5-L	0.034	0.014 @ 12:00	0.019 @ 12:00	0.010 @ 9:00	0.012 @ 10:00	0.014 @ 11:00
FA Trun.	0.051	0.073 @ 12:00	0.073 @ 12:00	0.045 @ 1:00	0.040 @ 1:00	0.040 @ 10:00
B1-R	0.024	0.010 @ 1:00	0.014 @ 1:00	<0.003	<0.003	<0.003
B2-R	0.028	0.010 @ 11:00	0.013 @ 11:00	0.004 @ 1:00	<0.003	<0.003
B3-R	0.028	0.015 @ 12:00	0.019 @ 1:00	0.004 @ 1:00	<0.003	0.005 @ 4:00
B4-R	0.034	N/A	N/A	N/A	N/A	N/A
B5-R	0.034	0.006 @ 12:00	0.009 @ 10:00	<0.003	<0.003	0.004 @ 7:00

ELEMENT 8544 - BRAKES**TABLE 3**

2020 Brake Thruster Electrical Measurements		
Location	Insulation Resistances (megohms)	Current
Near North Brake	390	0.8
Near South Brake	260	0.7
Far North Brake	400	0.8
Far South Brake	200	0.7

Note: Insulation testing taken at the local disconnects. Current readings taken at the motor control cabinet.

ELEMENT 8546 - SPAN DRIVE MOTORS**TABLE 4**

2020 Span Drive Motor Electrical Measurements			
Location	Insulation Resistance (megohms)	Raising Current	Lowering Current
Near North	500+	15	17
Near South	500+	20	17
Far North	500+	18	17
Far South	500+	18	16

Note: Insulation testing taken at the local disconnects. Current readings taken at the drives cabinet.
Motors nameplates: 15HP, 880RPM, 3 phase, 240VAC, 50FLA

ELEMENT 8560 - LOCKS**TABLE 5**

Span Lock Clearances									
Location	2020			2019			2015		
	Rear Guide	Front Guide	Rec.	Rear Guide	Front Guide	Rec.	Rear Guide	Front Guide	Rec.
Opposite Assembly	N/A	N/A	N/A	N/A	<0.020	-	-	0.035	N/A
Adjacent Assembly	N/A	N/A	N/A	N/A	<0.020	-	-	0.010	N/A

Notes: The recommended RC9 fit maximum clearance is 0.034 inches.

ELEMENT 8560 - LOCKS (CONT.)**TABLE 6**

2020 Span Lock Electrical Measurements			
Location	Insulation Resistance (megohms)	Driving Current	Pulling Current
Span Lock A	11.32	4.75	5
Span Lock B	116.6	4.25	4.5

Note: Insulation testing taken and current readings taken at the motor control cabinet.

ELEMENT 8591 - WARNING GATES**TABLE 7**

Component	Insulation Resistance (Meg Ohms)	Lowering Current	Raising Current	Gate Arm Height (in.)
Near On-Coming	447	1.8	1.9	50
Near Off-Going	216.4	2	1.9	51
Far On-Coming	247	1.9	1.9	45
Far Off-Going	56.7	2	1.9	48

Note: Insulation testing taken and current readings taken at the motor control cabinet.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT**

Bridge No: 875101Inspection Date: 01/31/20

ADDITIONAL ELEMENT NOTES

Unit: 1, Element 12 Re Concrete Deck (Continued)

Defect 1080**TABLE 12-01**

The following is a list of deficiencies noted in the deck underside:

SPAN	LOCATION	DEFICIENCY	CS	REPAIR
1	Right overhang near Pier 2	1-1/2ft. x 2ft. x 1in. spall with exposed rebar	3	YES
2	Right overhang near Pier 2	1-1/2ft. x 2ft. x 1-1/2in. spall with exposed rebar	3	YES
	Bay 2-4 near mid-span	15in. x 6in. x 1in. spall with exposed rebar	3	YES
3	Bay 3-3 at mid-span	6t. x 6ft. x 1in. spall/delamination	3	YES
4	Left overhang over Pier 4	2ft. x 1ft. x 3in. spall with exposed rebar	3	YES
	Bay 4-5 at mid-span	10in. diameter x 1in. spall with exposed rebar	3	YES
	Bay 4-6 at Pier 4	1-1/2ft. x 10in. x 1-1/2in. spall with exposed rebar	3	YES
7	Bay 7-6, 1-1/2ft. from Pier 7	3ft. x 1ft. delamination	2	YES
8	Left and right overhangs	(8) spalls/delaminations with exposed rebar up to 2ft. x 14in. x 1-1/2in.	3	YES
9	Left overhang, 10ft. from Pier 9	(5) spalls with exposed rebar up to 10in. x 8in. x 1in.	3	YES
	Bay 9-3, 5ft. from Pier 9	15in. x 1ft. x 2in. spall with exposed rebar	3	YES
	Right overhang, 10ft. from Bascule Pier 10	2ft. x 14in. x 1in. spall/delamination with exposed rebar	3	YES
	Right overhang at Bascule Pier 10	7ft. x 2ft. x 1in. spall/delamination	3	YES
11	Left and right overhangs	Intermittent spalls/delaminations with exposed rebar up to 10in. diameter x 1in.	3	YES
	Bay 11-7 between 1/3 and 2/3 point diaphragms	(2) spalls/delaminations with exposed rebar up to 3ft. x 2-1/2ft. x 1in.	3	YES
12	Right overhang at Pier 12, mid-span and Pier 13	Spalls/delaminations with exposed rebar up to 3ft. x 2ft. x 1in.	3	YES
14	Left overhang at Pier 15	1ft. 9in. x 9in. x 2in. spall with exposed rebar	3	YES
15	Bay 15-4, 3ft. east of 2/3 point diaphragm	1ft. x 7in. x 1in. spall with exposed rebar	3	YES
18	Bay 18-3 adjacent to east side of 2/3 point diaphragm	4ft. x 14in. x 1in. spall with exposed rebar	3	YES
19	Left overhang at 1/4 point and 3/4 point	(3) spalls/delaminations with exposed rebar up to 1ft. x 6in. x 1in.	3	YES
	Bays 19-1, 4 and 6 near 2/3 point diaphragm	Spalls/delaminations with exposed rebar up to 1-1/2ft. x 1ft. x 1-1/2in.	3	YES
	Right overhang, 6ft. from Pier 19	1ft. x 1ft. x 1-1/2in. spall with exposed rebar	3	YES
21, 23 & 24	Left and right overhangs	Intermittent spalls/delaminations with exposed rebar up to 1ft. diameter x 1in.	3	YES
21	Bay 21-4 near 3/4 point	Spalls/delam. with exposed rebar up to 2ft. x 1ft. x 1in.	3	YES

NOTE: The above deficiencies show NO CHANGE unless noted otherwise. (Estimated quantity 84 s.f.)

Table 8290: Exposed footer heights on Bascule Piers 10 and 11:

	Pier 10			Pier 11		
	2017	2018	2020	2017	2018	2020
SW Corner	8ft.	8ft.	8ft.	9ft.	8ft.-6in.	8ft.-6in.
SE Corner	9ft.	9ft.	9ft.	10ft.*	9ft.*	9ft.*
NW Corner	10ft.-4in.	10ft.	9ft.	9ft.	3ft.	10ft.
NE Corner	11ft.	11ft.-2in.	11ft.-2in.	8ft.	4ft.-2in.	7ft.

*Measurement to groundline outside of the sheet pile

Bridge 875101

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Table 220-01: Element 220 Pile Footing Defects

CS	Footing	Defect	Location	Type	Size	Qty	Comment
3	3	1080	North end, 5ft. Below top of footing	Void	20in. H x 6ft. L x 10in. D	1 ft	NOT FOUND
3	4	1080	North end, 5ft. Below top of footing	Void	20in. H x 6ft. L x 5in. D	1 ft	NOT FOUND
3	5	1080	SW corner, top of footing	Spall/ Delamination	32in. H x 8ft. L x 1/2in. D	8 ft	W/Corrosion bleed out. NO CHANGE
3	5	1080	East face at Pile 4, top of marine growth	Spall/ Delamination	24in. H x 4in. L x 1in. D	1 ft	NO CHANGE
3	5	1080	East face at Pile 5, 10in. below top of footing	Spall	10in. L x 8in. H X 1-1/2in. D	1 ft	NO CHANGE
3	5	1080	North end, starting at top of footing	Spall/ Delamination	26in. H x 10in. L x 1in. D	1 ft	W/Corrosion bleed out. Photo 220-01. INCREASE
3	6	1080	North end 9ft. below top of footing	Void	16in. H x 4ft. L x 3in. D	1 ft	NOT FOUND
3	6	1080	South end 9ft. below top of footing	Spall	3ft. H x 5in. L x 6in. D	1 ft	NO CHANGE
3	6	1080	SW corner	Spall/ Delamination	29in. H x 4ft. L x 1in. D	3 ft	NO CHANGE
2	6	1080	West face, at top of footing	Delamination	3ft. H x 16ft. L	16 ft	Photo 220-02.
3	7	1080	South end 9ft. 6in. below top of footin	Void	16in. H x 5ft. L x 7in. D	1 ft	NOT FOUND
3	7	1080	North face 8ft. below top of footing	Void	3in. H x 12in. L x 6in. D	1 ft	NO CHANGE
3	7	1080	West face at Pile 4, 1ft. below top of footing	Spall	3in. H x 3in. L x 2in. D	1 ft	NEW
2	7	1130	West face at Pile 5 starting at column	Vertical Crack	24in. L x 1/32in. W	1 ft	NEW
3	8	1080	West face at Pile 2, 5ft. below top of footing	Spall	2in. diameter x 3in. D	1 ft	NO CHANGE
3	8	1080	South end 8ft. below top of footing	Spall	3in. H x 18in. L x 1in. D	1 ft	NO CHANGE
3	9	1080	South end 8ft. 6in. below top of footing	Spall	3ft. H x 12in. L x 5in. D	1 ft	NO CHANGE

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Table 220-01: Element 220 Pile Footing Defects (Cont.)

3	9	1080	West face between Piles 1 and 2, 6ft. below top of footing	Spall	13in. H x 3ft. 6in. L x 2in. D	4 ft	NO CHANGE
2	9	1130	Both faces at each pile	8 vertical cracks	24in. L x 1/32in. W	8 ft	NEW
3	12	1080	South end ext to east face, 7ft. below top of footing	Void	12in. H x 5ft. L x 20in. D	1 ft	NO CHANGE
3	12	1080	North end, 11ft. below top of footing	Void	12in. H x 6ft. L x 24in. D	1 ft	4in. of exposed H-pile. NO CHANGE
3	12	1080	South end 6ft. below top of footing	Void	24in. H x 3ft. L x 14in. D	1 ft	NO CHANGE
3	13	1080	North end 11ft. 6in. below top of footing	Void	24in. H x 24in. L x 24in. D	2 ft	NOT FOUND
3	13	1080	South end 11ft. below top of footing	Void	12in. H x 5ft. L x 24in. D	2 ft	NOT FOUND
3	13	1080	SE corner 6ft. below top of footing	Spall	18in. H x 5ft. L x 6in. D	3 ft	NO CHANGE
3	14	1080	SW corner 10ft. 6in. below top of footing	Void	12in. H x 12in. L x 24in. D	1 ft	6in. of exposed H-pile. NO CHANGE
3	14	1080	East face top of marine growth at Pile 1	Spall	9in. H x 3in. L x 4in. D	1 ft	NO CHANGE
2	14	1130	West and east faces	7 intermitt. vertical cracks	Up to 4ft. L x 1/32in. W	7 ft	NO CHANGE
3	15	1080	South end 11ft. below top of footing	Void	20in. H x 3ft. L x 20in. D	2 ft	NO CHANGE
2	15	1130	West and east faces	6 intermitt. vertical cracks	Up to 4ft. L x 1/32in. W	6 ft	W/ efflorescence. NO CHANGE
2	15	1130	South end	Vertical crack	4ft. L x 1/32in. W	1 ft	NO CHANGE
3	16	1080	North end 10ft. below top of footing	Void	8in. H x 5ft. L x 6in. D	1 ft	NO CHANGE
3	16	1080	South end 10ft. below top of footing	Void	6in. H x 8in. L x 10in. D	1 ft	NOT FOUND
2	16	1130	West face	9 vertical cracks	Up to 4ft. L x 1/32in. W	9 ft	NO CHANGE
2	17	1130	West and east faces	7 vertical cracks	Up to 4ft. L x 1/32in. W	7 ft	W/ efflorescence. NO CHANGE

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Table 220-01: Element 220 Pile Footing Defects (Cont.)

3	17	1080	South end, 9ft. 5m. below top of footing	Void	24in. H x 5ft. W x 24in. D	2 ft	NO CHANGE
	17		North end	Exposed seal	6in. H		NO CHANGE
3	18	1080	South end 9ft. below top of footing	Void	3ft. H x 10in. L x 6in. D	1 ft	NOT FOUND
2	18	1130	West and east faces	9 intermitt. vertical cracks	Up to 4ft. L x 1/32in. W	9 ft	W/ efflorescence. NO CHANGE
2	19	1130	All faces	8 intermitt. vertical cracks	Up to 4ft. L x 1/32in. W	8 ft	W/ efflorescence. NO CHANGE
3	19	1080	South end, 9ft. 6in. below top of footing	Void/failed repair	10in. H x 3ft. W x 18in. D	2 ft	NO CHANGE
3	20	1080	South end, 10ft. below top of footing	Void	10in. H x 3ft. L x 24in. D	2 ft	NO CHANGE
2	20	1130	West and east faces	6 intermittent vertical cracks	Up to 4ft. L x 1/32in. W	6 ft	NO CHANGE
3	21	1080	South end, 9ft. below top of footing	Void	30in. H x 4ft. L x 3in. D	1 ft	NO CHANGE
	21		North end	Exposed seal	12in. H		NOT FOUND
3	21	1080	North end 9ft. below top of footing	Spall	12in. H x 12in. L x 5in. D	1 ft	NOT FOUND
2	21	1130	West and east faces	6 intermittent vertical cracks	Up to 4ft. L x 1/32in. W	6 ft	W/ efflorescence. NO CHANGE
2	22	1130	West and east faces	5 intermittent cracks	Up to 4ft. L x 1/32in. W	5 ft	W/ efflorescence. NO CHANGE
	23		South and north ends	Exposed seal	Up to 11in. H		NOT FOUND
3	23	1080	East face 14in. below footing between Piles 7 and 8	Spall	6in. H x 24in. L x 6in. D	2 ft	NO CHANGE
3	25	1080	South end, 8ft. 6in. below top of footing	Void/failed repair	12in. H x 4ft. W x 24in. D	2 ft	NO CHANGE

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Table 220-01: Element 220 Pile Footing Defects (Cont.)

3	26	1080	South end, 8ft. below top of footing	Void	6in. H x 18in. W x 26in. D	3 ft	NO CHANGE
3	27	1080	West face between Piles 5 and 6, 6ft. below top of footing	Void	8in. H x 4 ft. 5in. W x 1in. D	5 ft	NO CHANGE
3	27	1080	West face 3ft, top of footing	Void	4in. diameter x 12in. D	1 ft	NO CHANGE
3	27	1080	South end, top of footing	Spall	18in. H x 24in. W x 3in. D	1 ft	NO CHANGE
3	27	1080	South end, 3ft. 4in. below top of footing	Spall	18in. W x 6ft. W x 4in. D	1 ft	NO CHANGE
3	28	1080	North end, top of footing	Void	4ft. 6in. H x 4ft. W x 3ft. D	3 ft	NO CHANGE
3	28	1080	South end 5ft. below top of footing	Spall	24in. H x 3ft. W x 4in. D	1 ft	NO CHANGE
3	29	1080	North end 4ft. below top of footing	Spall	12in. H x 12in. W x 5in. D	1 ft	NO CHANGE
3	29	1080	North end 12in. below top of footing	Spall	12in. H x 12in. W x 5in. D	1 ft	NO CHANGE

BRIDGE REPORT ADDENDUM

Bridge No. :

875101

31-Jan-20



BRIDGE REPORT ADDENDUM

SUBMITTED BY: Marlin Engineering, Inc

CONTENTS OF ADDENDUM

- * A. Location Map
- * B. Plan and Elevation Photos
- * C. Load Rating Analysis Summary
- * D. Inspection Field Preparation
- * E. Element Notes

- * F. Photo Section
- G. Fracture Critical Data**
- * H. Recommended Repairs
- * I. Scour Evaluation
- * J. Mechanical and Electrical

PREPARED FOR: FDOT
BY: MARLIN ENGINEERING, INC.

REPORT IDENTIFICATION

Bridge No.: 875101 Bridge Name: Broad CausewayRoad Name/Number: NW 123rd StreetFeature Intersected: Intracoastal WaterwayLocation: 0.8 mi. East of US-1Type of Inspection: Routine ☒ Interim ☐ Fracture Critical ☒Field Inspection Date: 1/31/2020 Underwater: 1/31/2020

Traffic Restrictions:

Critical Deficiency Notes:

Personnel / Title / Number

Initials

Quintana , Jose - Professional Engineer (P.E. # 47072)
 Campo, Luis - Assistant Bridge Inspector
 Sanchez, German - Assistant Bridge Inspector

Rego, Alexis - Bridge Inspection Supervisor

Quintana , Jose - Professional Engineer (P.E. # 47072)
 Marlin Engineering, Inc.

SIGNATURE: _____

DATE: _____

FRACTURE CRITICAL ADDENDUM

G: FRACTURE CRITICAL DATA

I. DEFINITION

The AASHTO Guide Specification for Fracture Critical Members states that, Fracture Critical Members or member components (FCM) are tension members or tension components of members whose failure would be expected to result in collapse of the bridge.

II. DESCRIPTION

Member identification based on South to North inventory.

Bascule Span 7 consists of two leafs. Each leaf consists of two main girders, five (5) floor beams, six (6) lines of roadway stringers, two counterweight girders, two trunnion girders, and lateral bracing. Of these components, only the main girders are fracture critical by definition. The floor beams were treated as fracture critical members because if one floor beam were to fail

it is unlikely that deck loads would be redistributed to adjacent floor beams.

Bascule Span 7, main girders are welded plate "I" sections. The main girders act as cantilevers. The tension zones of the main girders are generally the top flanges and upper portions of the webs.

Bascule Span 7, Floor Beams 7-1 and 7-10 are welded plate "I" sections. Tension areas of these floor beams consist of the bottom flange and the lower portion of the web.

In addition to the bascule span fracture critical components, the fixed sections over the bascule piers also has fracture critical components. The fixed sections are supported by five (5) steel roadway beams and two steel sidewalk beams connected to a single transverse steel girder (also referred to as a cross girder) which is fracture critical by definition. Tension areas of these girders consist of the bottom flange and the lower portion of the web.

III. INSPECTION PROCEDURES

- A. The first step in the inspection of this structure was the review of the previous fracture critical inspection report. The structural engineer reviewed the fracture critical and fatigue sensitive details as shown and briefed the bridge inspectors about such details. Additionally, a pre-inspection site visit was conducted to by the structural engineer and the bridge inspector to observe and verify information presented in the previous fracture critical inspection report.
- B. Proper inspection procedures of the welded members (the four main girders, Floor Beams 7-1 and 7-10) generally includes the following steps:
 1. Ensure that individual components of the built-up sections are functioning as one member
 2. Check for cracked, incomplete, heavily corroded, or missing welds.
 3. Check for missing, corroded or cracked bolts at member connections
 4. Check the main girders around member connections for deformation or cracking due to out of plane bending.
 5. Check for deformation or cracking due to out of plane bending. Also, check Floor Beams 7-1 and 7-10 around the trunnion girder connections.
 6. Check the entire member length, particularly in the tension zones for buckling. Also, check for cracking which may have originated from fatigue, corrosion, nicks, or gouges. Thoroughly inspect any area with impact damage
 7. Check entire member length for temporary erection welds, tack welds, weld repairs, or welded connections not shown on the plans.
 8. Carefully check members at any deck, handrail or parapet attachments
- C. Proper inspection procedures for the rolled shapes (Floor Beams 7-2 through 7-9 and both cross girders) generally included the following steps:
 1. Check the areas around the stringer or beam connections for cracking in the web due to out of plane bending
 2. Check the bascule span floor beams around the lateral bracing connections
 3. Check for missing or cracked rivets or rivet heads (and any bolts) at all connections
 4. Check the cover plates along the bottom flange, particularly at the ends of the plates.

FRACTURE CRITICAL ADDENDUM

5. Check the entire length of the tension flanges and web for cracking which may have originated from corrosion, pitting or section loss, nicks or gouges. Also, thoroughly inspect any areas with impact damage.
6. Check entire member length for temporary erection welds, tack welds, weld repairs, or welded connections not shown on the plans.

IV. CATEGORIES

A. Fatigue Categories:

Category A: This fatigue category generally refers to plain members or components of plain members which are base metal and are away from any connection details. The components are generally rolled, but may be flame cut with ANSI smoothness of 1,000 or less.

Category B: This fatigue category generally refers to connections using continuous full penetration welds or high strength bolts. The base metal and weld metal are subject to this fatigue category.

Category C: This fatigue category generally refers to base and weld metal used in very short connections.

Category D: This fatigue category generally refers to base and weld metal used in longer fillet welded connections than for category C. This category also refers to short groove welded connections with fairly sharp transitions, as well as riveted/bolted connections.

Category E and E': This fatigue category generally refers to base and weld metal of welded connections not mentioned in categories C and D, namely longer fillet and groove welds with sharp transitions.

BRIDGE REPORT ADDENDUM

G: FRACTURE CRITICAL DATA

FRACTURE CRITICAL/FATIGUE SENSITIVE ELEMENTS: MAIN GIRDERS

CONSTRUCTION: Built-up plates and angles with riveted connections

DETAIL DESCRIPTION AND LOCATION	FATIGUE CATEGORY	TYPE CONNECTION	TYPE WELD	COMMENTS
Top Flange to Web Connections (A1)	D	Riveted	N.A.	Inspected, refer to BrM Report
Deck Grating Spaced Bar Connections (A2)	E	Welded	Fillet	Inspected, refer to BrM Report
Bottom Flange to Web Connections (A3)	D	Riveted	N.A.	Inspected, refer to BrM Report
Vertical Web Stiffeners Connections (A4)	D	Riveted	N.A.	Inspected, refer to BrM Report
Web Splices (A5)	D	Riveted	N.A.	Inspected, refer to BrM Report
Lateral Bracing Connections (A6)	D	Riveted	N.A.	Inspected, refer to BrM Report
Floor Beam Connections (A7)	D	Riveted	N.A.	Inspected, refer to BrM Report
Knee Brace Sidewalk Support Connections (A8)	D	Riveted	N.A.	Inspected, refer to BrM Report
Span Lock Connections (A9)	B	Bolted	N.A.	Inspected, refer to BrM Report
Main Girder (A10)	B	N.A.	N.A.	Inspected, refer to BrM Report

() = See sketch for detail location.

BRIDGE REPORT ADDENDUM

G: FRACTURE CRITICAL DATA

FRACTURE CRITICAL/FATIGUE SENSITIVE ELEMENTS: FLOOR BEAMS 10-2 – 10-7 CONSTRUCTION: Rolled members with riveted connections

DETAIL DESCRIPTION AND LOCATION	FATIGUE CATEGORY	TYPE CONNECTION	TYPE WELD	COMMENTS
Stringer to Floor Beam Connections (B1)	D	Riveted	N.A.	Inspected, refer to BrM Report
Floor Beam to Main Girder Connection (B2)	D	Riveted	N.A.	Inspected, refer to BrM Report
Knee Brace Connections to Floor Beams (B3)	D	Riveted	N.A.	Inspected, refer to BrM Report
Cut Short Ends of Floor Beams (B4)	B	N.A.	N.A.	Inspected, refer to BrM Report
Lateral Bracing Connections (B5)	D	Riveted	N.A.	Inspected, refer to BrM Report
Hole for Span Lock Linkage Bar (B6)	B	N.A.	N.A.	Inspected, refer to BrM Report
Span Lock Hole (B7)	B	N.A.	N.A.	Inspected, refer to BrM Report
Floor Beams (B8)	A	N.A.	N.A.	Inspected, refer to BrM Report

() = See sketch for detail location.

FRACTURE CRITICAL/FATIGUE SENSITIVE ELEMENTS: FLOOR BEAMS 10-1 & 10-8 CONSTRUCTION: Built-up plates and angles with riveted connections

DETAIL DESCRIPTION AND LOCATION	FATIGUE CATEGORY	TYPE CONNECTION	TYPE WELD	COMMENTS
Stringer to Floor Beam Connections (C1)	D	Riveted	N.A.	Inspected, refer to BrM Report
Top and Bottom Flange to Web Connections (C2)	D/B	Riveted/Bolted	N.A.	Inspected, refer to BrM Report
Floor Beam to Main Girder Connection (C3)	D	Riveted	N.A.	Inspected, refer to BrM Report
Lateral Bracing Connection (C4)	D	Riveted	N.A.	Inspected, refer to BrM Report
Vertical Web Stiffeners Connections (C5)	D	Riveted	N.A.	Inspected, refer to BrM Report
Trunnion Girder Connections (C6)	D	Riveted	N.A.	Inspected, refer to BrM Report
Hole for Span Lock Linkage Bar (C7)	B	N.A.	N.A.	Inspected, refer to BrM Report
Floor Beams (C8)	A	N.A.	N.A.	Inspected, refer to BrM Report

() = See sketch for detail location.

BRIDGE REPORT ADDENDUM

G: FRACTURE CRITICAL DATA

FRACTURE CRITICAL/FATIGUE SENSITIVE ELEMENTS: FLOOR BEAMS

CONSTRUCTION: Rolled 21 WF 59.

DETAIL DESCRIPTION AND LOCATION	FATIGUE CATEGORY	TYPE CONNECTION	TYPE WELD	COMMENTS
Tail Lock Socket Connections (D1)	B	Bolted	N.A.	Inspected, refer to BrM Report
Traffic Plate Knee Brace Connection (D2)	D	Riveted	N.A.	Inspected, refer to BrM Report
Fixed Section Stringer Connections (D3)	D	Riveted	N.A.	Inspected, refer to BrM Report
Bearing Connections (D4)	B	Bolted	N.A.	Inspected, refer to BrM Report
Vertical Bearing Stiffener Connections (D5)	D	Riveted	N.A.	Inspected, refer to BrM Report
Cap Beam (D6)	A	N.A.	N.A.	Inspected, refer to BrM Report

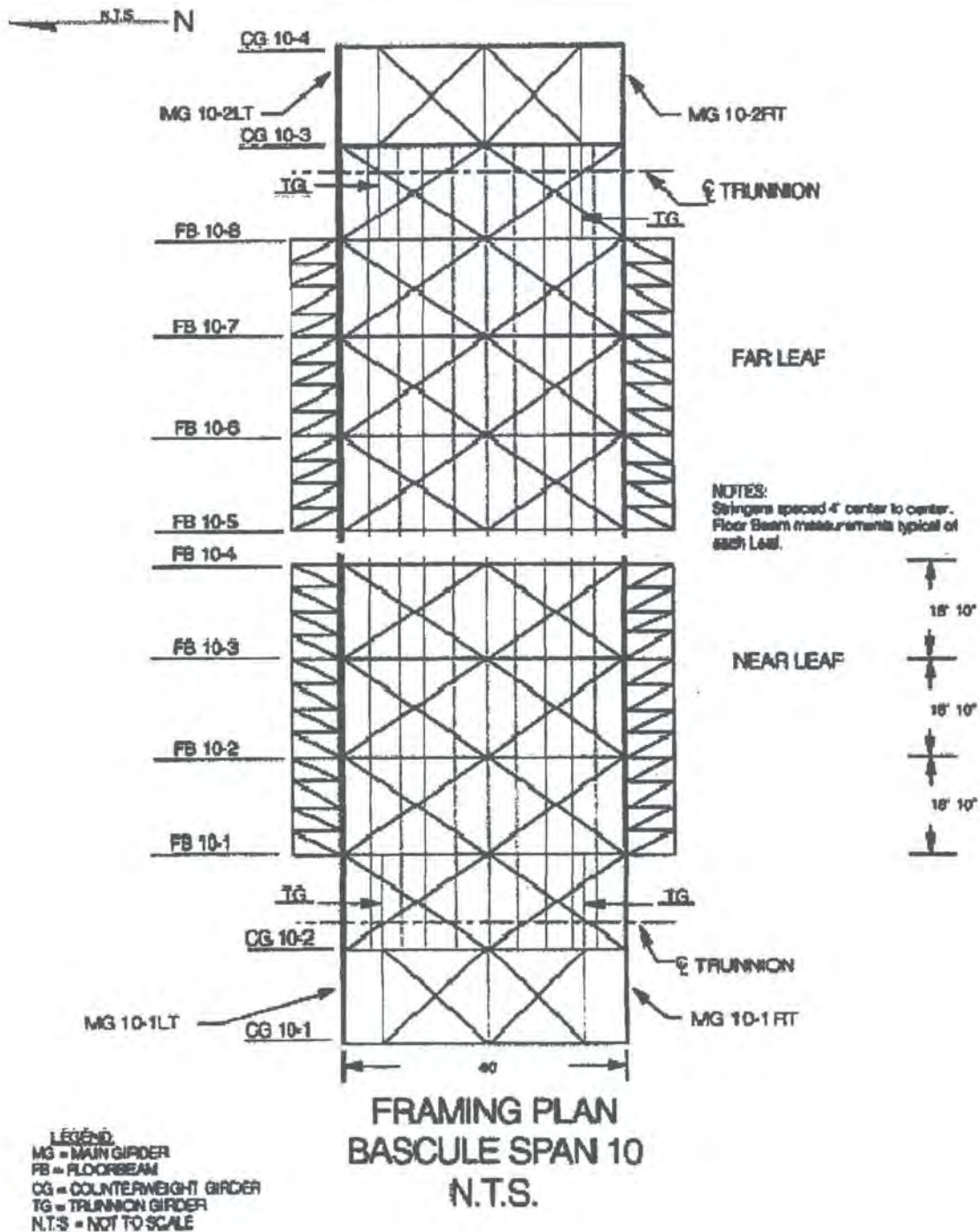
() = See sketch for detail location.

BRIDGE REPORT ADDENDUM

Bridge No.:

875101

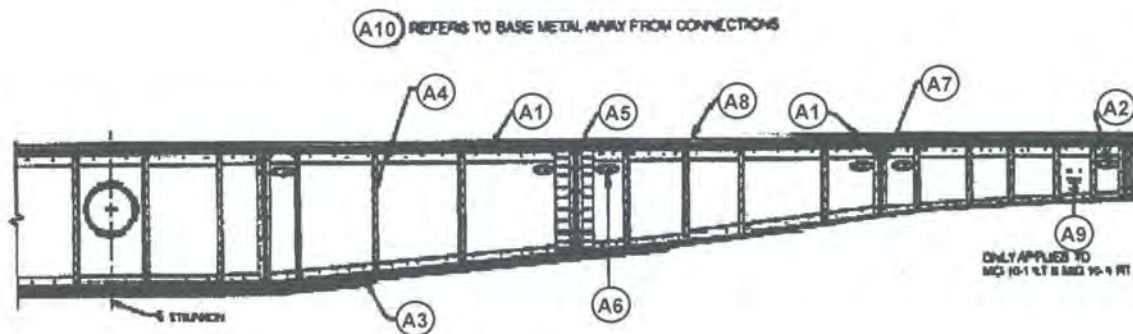
G: FRACTURE CRITICAL DATA



BRIDGE REPORT ADDENDUM

Bridge No.: 875101

G: FRACTURE CRITICAL DATA



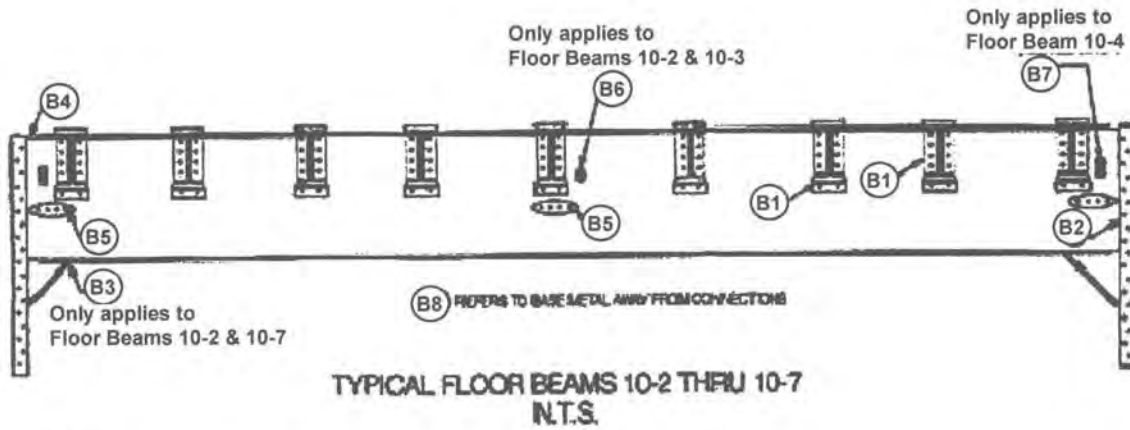
MAIN GIRDER ELEVATION
N.T.S.

LEGEND
 (A1) - Typical fatigue sensitive detail for MAIN GIRDER
 N.T.S. - Not to Scale

BRIDGE REPORT ADDENDUM

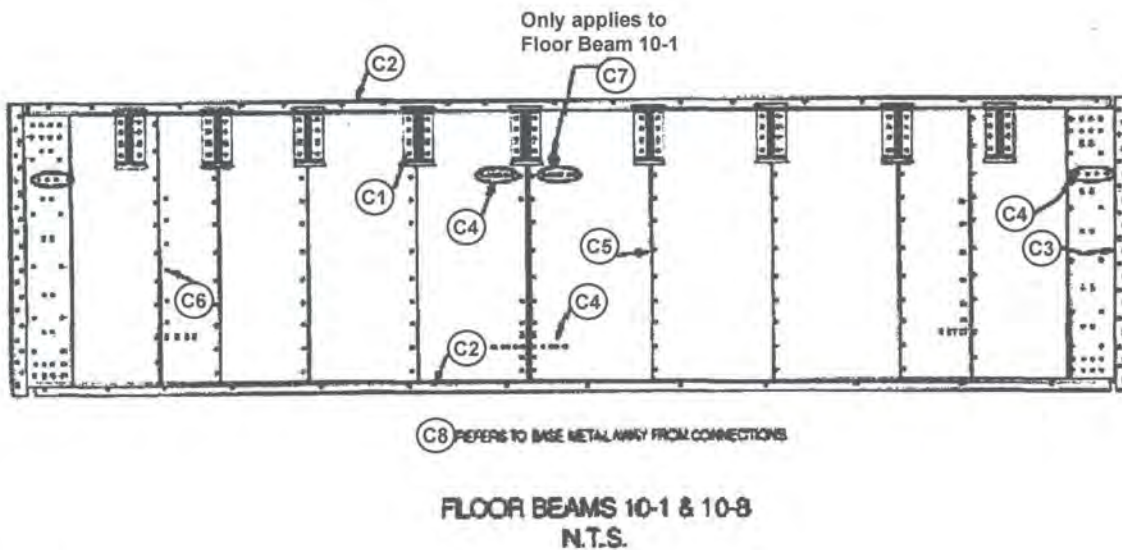
Bridge No.: 875101

G: FRACTURE CRITICAL DATA



LEGEND

- (B1) - Typical fatigue sensitive detail for ROLLED FLOOR BEAMS 10-2 thru 10-7
N.T.S. - Not to Scale



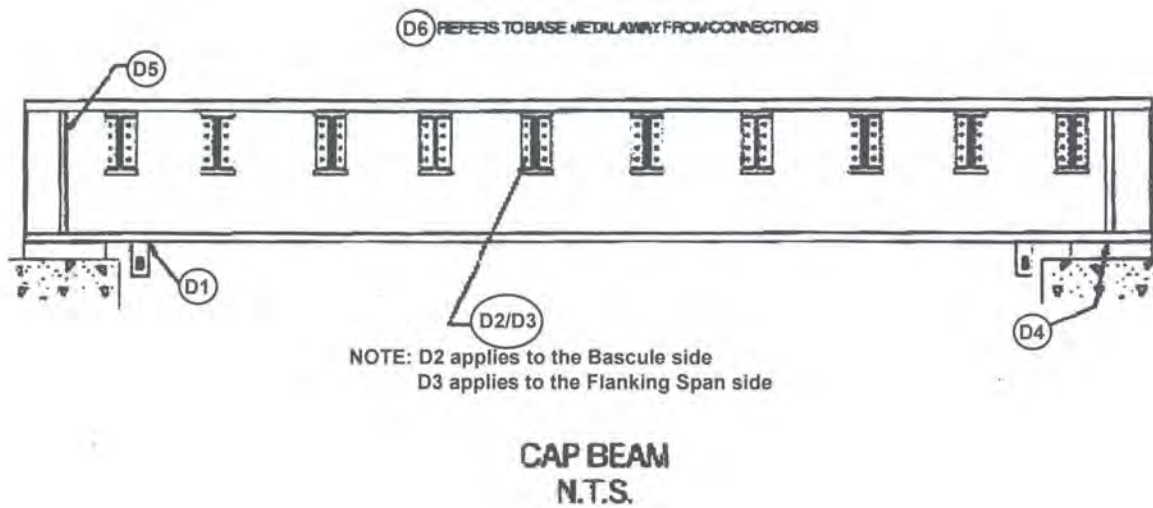
LEGEND

- (C1) - Typical fatigue sensitive detail for ROLLED FLOOR BEAMS 10-1 & 10-8
N.T.S. - Not to Scale

BRIDGE REPORT ADDENDUM

Bridge No.: 875101

G: FRACTURE CRITICAL DATA



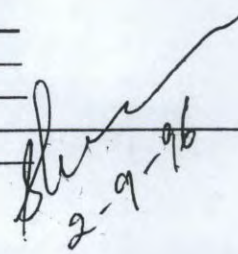
LEGEND
 (D1) - Typical fatigue sensitive detail for CAP BEAMS
 N.T.S. - Not to Scale

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
D: LOAD CAPACITY INFORMATION

2003

1. **BRIDGE DATA:**Bridge Number 875101
STR Type Main [BMIS Item B1(43)] 316Date 02-09-96
STR Type APR [BMIS Item B2(44)] 3022. **POSTING DATE:**Posted NO If yes, Existing
Restrictions
BMIS Item H8(41) APosting Needed NO If Yes, Proposed
Restrictions
BMIS Item H11(70) 5
BMIS Item H7(31) 43. **ANALYSIS DATA:**A. **Method of Analysis:**☒ Load Factor
☐ Working StressB. **Analysis System:**☒ BARS
☐ SALOD
☐ BRUFEM
☐ Load Test
☐ OtherC. **Analysis Based On:**☐ Design Drawings
☐ As-Built Record Plans
☐ Shop Drawings
☐ Field Measurement
☐ Catalogs
☐ Sample Testing
☒ Other existing dataD. **Data Stored:**☒ District Office
☐ Central Office
☐ Microfilm
☐ Bridge Owner
☐ Materials Test Lab
☐ OtherE. **Controlling Member Analyzed:****Material:**1,2,3 Steel
☐ Concrete
☐ Cast in Place
☐ Precast
☐ Prestressed
☐ Post Tensioned
☐ Timber
☐ Other**Function:**☐ Slab
2 Stringer
3 Floor Beam
1 Girder
☐ Culvert
☐ Truss**Substructure:**☐ Bent Construction
☐ Piling
☐ Cap
☐ Pier Construction
☐ Piling
☐ Footing
☐ Column
☐ Cap**Span:**1,2,3 Simple
☐ Continuous
☐ Frame**Slab:**1,2,3 Non-Composite
☐ Composite**Shape:**1,2,3 Rolled
☐ Built-up Welded
☐ Built-up Riveted
☐ Box Shape
☐ AASHTO Girders
☐ Other T-beam4. **Load Rating Summary Table:**

LOAD RATING SUMMARY FOR OPERATING RATING (GROSS TONS)								
VEHICLE TYPE	TONS	OPR RATING	OPR FACTOR	SPAN NO.	SPAN LENGTH	CONTR. MEMBER	M OR V	LLDF
SU2	17	32.1	1.89	1	18.85	2	M	.800
SU3	33	40.1	1.21	1	18.85	2	M	.800
SU4	35	36.8	1.05	1	18.85	2	M	.800
C3	28	53.0	1.89	1	18.85	2	M	.800
C4	36.6	44.5	1.21	1	18.85	2	M	.800
C5	40	48.6	1.21	1	18.85	2	M	.800
ST5	40	58.7	1.47	1	18.85	2	M	.800
HS20	36	46.8	1.3	1	18.85	2	M	.800

HS 20 Inventory Rating 28.1Rating Factor .780Impact Factor .3005. **Comments:**MEMBER 1 IS A STEEL GIRDER WITH SPAN LENGTH OF 49.54 FT. MEMBER 2 IS A STEEL STRINGER WITH SPAN LENGTH OF 18.85 FT. AND HAS SOME SECTION LOSS MEMBER 3 IS A STEEL FLOOR BEAM WITH SPAN LENGTH OF 40.0 FT.6. **Computations:**Performed By R. OGLESBY
Checked By H. KWOH
Reviewed By _____Date 02-09-96
Date 02-09-96
Date 02-09-967. **Responsible Engineer:** SHUAN H. KWOHP.E. # 20208Date 02-09-96


2-9-96

F. FIELD PREPARATION and CHECKLIST

Structure ID: 875101

Inspection Date: 01/31/2020 Underwater: 01/31/2020

A. Tools and Equipment

Full Size Cargo Van:	Yes:	X	No:		Pick-up Truck:	Yes:	—	No:	<u>X</u>
Automobile:	Yes:		No:	X	Video:	Yes:	—	No:	<u>X</u>
Camera:	Yes:		No:						
NDT Equipment:	Yes:		No:	X					
NDT Type:	<u>N/A</u>								
Binoculars:	Yes:		No:	X					
Diving Performed:	Yes:	X	No:		Max Depth:	<u>11.5 ft.</u>		Current:	<u>Mild</u>
Dive Mode:	<u>SCUBA</u>								
Hand Tools:									
	1. Standard Inspection Tools				2. Chipping Hammer				
	3. Inspection Hand Tools				4. Flashlight				
	5. Folding Rulers								

Other:

B. Services

Flag Crew: <u>N/A</u>	Snooper: <u>N/A</u>
Electrician: <u>N/A</u>	Other: _____

C. Scheduling (Brief Explanation)

Routine Inspection, no special scheduling needed.

Man Hours: 0hrs. Dive Time: 6 hrs Travel Time: 1 hrs Office Time: 1 hr

D. Site Conditions

Boat Needed: YES Type of Boat: Dive boat

Location of Boat Ramp: N/A
 Lengthy Travel Required: YES
 Difficult Access: NO
 Water Obviously Polluted: NO
 Water quality is fair: Yes
 Strong Water Current: No
 Other: N/A

E. UNDERWATER ELEMENTS INSPECTED:

- 210 Re Conc Pier Wall – 112 ft.
- 8571 Submarine Cable – 4 ea.
- 8290 Channel – 1 ea.
- 220 Re Conc Pile Cap/Ftg – 1358 ft.
- 225 Steel Pile – 88 ea.
- 8298 Pile Jacket Bare – 88 ea.
- 8390 Other Fender/Dolphin – 330 ft.

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

Description

Structure Unit Identification

Bridge/Unit Key: 875101 0
 Structure Name: BROAD CAUSEWAY DRAW
 Description: Bascule Span 10
 Type: M - Main

Structure Unit Identification

Bridge/Unit Key: 875101 2
 Structure Name: BROAD CAUSEWAY DRAW
 Description: Not Used
 Type: O - Other

Structure Unit Identification

Bridge/Unit Key: 875101 4
 Structure Name: BROAD CAUSEWAY DRAW
 Description: Not Used
 Type: O - Other

Roadway Identification

NBI Structure No (8): 875101
 Position/Prefix (5): 1 - Route On Structure
 Kind Hwy (Rte Prefix): 4 County Hwy
 Design Level of Service: 0 None of the below
 Route Number/Suffix: 00000 / 0 N/A (NBI)
 Feature Intersect (6): INTRACOASTAL W/WAY
 Critical Facility: Not Defense-crit
 Facility Carried (7): NE123RD ST.
 Mile Point (11): 4.214
 Latitude (16): 025d53'14.4" Long (17): 080d08'32.6"

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
 National base Net (12): 0 - Not on Base Network
 LRS Inventory Rte (13a): 87 066 000 Sub Rte (13b): 00
 Functional Class (26): 16 Urban Minor Arterial
 Federal Aid System: ON
 Defense Hwy (100): 0 Not a STRAHNET hwy
 Direction of Traffic (102): 2 2-way traffic
 Emergency: ☒

NBI Project Data

Proposed Work (075A): 35 Rehabilitate-gen.
 Work To Be Done By (075B): 1 Contract
 Improvement Length (076): 1630 ft

NBI Rating

Channel (61): 7 Minor Damage
 Deck (58): 5 Fair
 Superstructure (59): 5 Fair
 Substructure (60): 7 Good

Structure Unit Identification

Bridge/Unit Key: 875101 1
 Structure Name: BROAD CAUSEWAY DRAW
 Description: Approach Spans 1 thru 9 and 11thru 30
 Type: A - Approach

Structure Unit Identification

Bridge/Unit Key: 875101 3
 Structure Name: BROAD CAUSEWAY DRAW
 Description: Not Used
 Type: O - Other

Structure Unit Identification

Bridge/Unit Key: 875101 5
 Structure Name: BROAD CAUSEWAY DRAW
 Description: Not Used
 Type: O - Other

Roadway Traffic and Accidents

Lanes (28): 4 Medians: 0 Speed: 30 mph
 ADT Class: 4 ADT Class 4
 Recent ADT (29): 21216 Year (30): 2015
 Future ADT (114): 22440 Year (115): 2037
 Truck % ADT (109): 4
 Detour Length (19): 7.6 mi
 Detour Speed:
 Accident Count: -1 Rate:

Roadway Clearances

Vertical (10): 99.99 ft Appr. Road (32): 44 ft
 Horiz. (47): 46.17 ft Roadway (51): 40.33 ft
 Truck Network (110): 0 Not part of natl netwo
 Toll Facility (20): 2 On toll road
 Fed. Lands Hwy (105): 0 N/A (NBI)
 School Bus Route: ☐
 Transit Route: ☐

Improvement Cost (094): \$ 10,000,000.00
 Roadway Improvement Cost (095): \$ 0.00
 Total Cost (096): \$ 10,000,000.00
 Year of Estimate (097): 2013

Culvert (62): N N/A (NBI)
 Waterway (71): 7 Above Minimum
 Unrepaired Spalls: -1 sq.ft.
 Review Required: ☒

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

Structure Identification

Admin Area: Miami-Dade
 District (2): D6 - Miami
 County (3): (87)Miami-Dade
 Place Code (4): Bal Harbour
 Location (9): 0.8 MILE EAST OF US-1
 Border Br St/Reg (98): Not Applicable (P) Share: 0 %
 Border Struct No (99):
 FIPS State/Region (1): 12 Florida Region 4-Atlanta
 NBIS Bridge Len (112): Y - Meets NBI Length
 Parallel Structure (101): No || bridge exists
 Temp. Structure (103): Not Applicable (P)
 Maint. Resp. (21): 4 City/Municipal Hwy Agy
 Owner (22): 4 City/Municipal Hwy Agy
 Historic Signif. (37): 5 Not eligible for NRHP

Structure Type and Material

Curb/Sidewalk (50): Left: 2.9 ft Right: 2.9 ft
 Bridge Median (33): 0 No median
 Main Span Material (43A): 3 Steel
 Appr Span Material (44A): 1 Reinforced Concrete
 Main Span Design (43B): 16 Movable-Bascule
 Appr Span Design (44B): 02 Stringer/Girder

Appraisal**Structure Appraisal**

Open/Posted/Closed (41): A Open, no restriction
 Deck Geometry (68): 2 Intolerable - Replace
 Underclearances (69): N Not applicable (NBI)
 Approach Alignment (72): 4-Brake Halfway to Floor
 Bridge Railings (36a): 0 Substandard
 Transitions (36b): 1 Meets Standards
 Approach Guardrail (36c): 1 Meets Standards
 Approach Guardrail Ends (36d): 0 Substandard
 Scour Critical (113): 5 Stable w/in footing

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
 Under (reference) (54a): N Feature not hwy or RR
 Under (54b): 0 ft

Schedule**Current Inspection**

Inspection Date: 01/31/2020
 Inspector: KNMEIJQ - Jose Quintana
 Bridge Group: CA611
 Alt. Bridge Group:
 Primary Type: Regular NBI with Movable
 Review Required: ☒

Geometrics

Spans in Main Unit (45): 1
 Approach Spans (46): 29
 Length of Max Span (48): 151.2 ft
 Structure Length (49): 1630 ft
 Total Length: 1630 ft
 Deck Area: 77588 sqft
 Structure Flared (35): 1 Yes, flared

Age and Service

Year Built (27): 1951
 Year Reconstructed (106): 0
 Type of Service On (42a): 5 Highway-pedestrian
 Under (42b): 5 Waterway
 Fracture Critical Details: 1 or 2 Stl-girder systms

Deck Type and Material

Deck Width (52): 47.6 ft
 Skew (34): 0 deg
 Deck Type (107): 3 Open Grating
 Surface (108): 6 Bituminous
 Membrane: 8 Unknown
 Deck Protection: 8 Unknown

Navigation Data

Navigation Control (38): Permit Required
 Nav Vertical Clr (39): 16 ft
 Nav Horizontal Clr (40): 84 ft
 Min Vert Lift Clr (116): 0 ft
 Pier Protection (111): 2 In-Place, Functioning

NBI Condition Rating

Sufficiency Rating: 46.1
 Health Index: 95.49
 Structural Eval (67): 5 Above Min Tolerable
 Deficiency: Functionally Obsolete

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
 Right Side (55b): 0 ft
 Left Side (56): 0 ft

Next Inspection Date Scheduled

NBI: 01/31/2022
 Element: 01/31/2021
 Fracture Critical: 01/31/2022
 Underwater: 01/31/2021
 Other/Special: 01/31/2021
 Inventory Photo Update Due: 01/19/2028

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

Schedule Cont.

Inspection Types Performed

NBI ☒Element ☒Fracture Critical ☒Underwater ☒Other Special ☒

Inspection Intervals

Required (92)

Frequency (92)

Last Date (93)

Inspection Resources

Fracture Critical

☒

24 mos

01/31/2020

Crew Hours: 80

Underwater

☒

12 mos

01/31/2020

Flagger Hours: 8

Other Special

☒

12 mos

01/31/2020

Helper Hours: 0

NBI

24 mos (91) 01/31/2020 (90)

Snooper Hours: 8

Special Crew Hours: 32

Special Equip Hours: 0

Bridge Related

General Bridge Information

Parallel Bridge Seq:

Channel Depth: 11.5 ft

Radio Frequency: -1

Phone Number:

Exception Date:

Exception Type: Unknown

Accepted By Maint: 01/01/1951

Warranty Expiration: 00/00/0000

Performance Rating: Fair

Bridge Rail 1: Other

Bridge Rail 2: Steel channels/angles

Electrical Devices: Combination values 1-7

Culvert Type: Not applicable

Maintenance Yard: Not FDOT Maintained

FIHS ON / OFF: No Routes on FIHS

Previous Structure:

2nd Previous Structure:

Replacement Structure:

Permitted Utilities: Power ☐ Water ☐ Gas ☐ Fiber Optic ☐ Sewage ☐ Other ☐

Bridge Load Rating Information

Inventory Type (065): 1 LF Load Factor

Operating Type (063): 1 LF Load Factor

Original Design Load (031): 5 MS 18 (HS 20)

Date: 02/09/1996

Initials: SHK

Load Rating Rev. Recom.: No

Load Rating Plans Status: Unknown

Inventory Rating (066): 28.1 tons

Operating Rating (064): 46.8 tons

FL120 Permit Rating: -1.0 tons

HS20/FL120 Max Span Rating: 46.8 tons

Dynamic Impact in Percent: 30 %

Governing Span Length: 18.7 ft

Minimum Span Length:

Distribution Method: Others

Load Rating Notes:

LEGAL LOADS

SU2: 32.1 tons

SU3: 40.1 tons

SU4: 36.8 tons

C3: 53.0 tons

C4: 44.5 tons

C5: 48.6 tons

ST5: 58.7 tons

Posting (070): 5 At/Above Legal Loads

Open/Posted/Closed (041): A Open, no restriction

POSTING

Recom. SU Posting: 99 tons

Recom. C Posting: 99 tons

Recom. ST5 Posting: 99 tons

Actual SU Posting: 99 tons

Actual C Posting: 99 tons

Actual ST5 Posting: 99 tons

Actual Blanket Posting: 99 tons

Emergency Vehicle: 1 EV inapplicable

FLOOR BEAM (FB)

FB Present: Yes

FB Span Length, Gov: 40.0 ft

FB Spacing, Gov: 18.8 ft

FB OPR Rating: 79.9 tons

FB SU4 OPR Rating: 63.3 tons

FB FL120 Rating: -1.0 tons

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft

SEG Web-to-Web Span: -1.0 ft

SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: No pile driving records

Foundation Type: Unknown

Mode of Flow: Tidal

Rating Scour Eval: Scour Susceptible - Med

Highest Scour Eval: Phase II completed

Scour Evaluation Method:

Scour Recommended I: Perform Phase III

Scour Recommended II: No recommendation

Scour Recommended III: No recommendation

Scour Elevation: -1 ft

Action Elevation: -1 ft

Storm Frequency: -1

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

Elements

Inspection Date: 01/31/2020 JEHM

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	28 / 4	Steel Deck - Open Grid	4598	99.96	1	0.02	1	0.02	0	.	4600 sq.ft
Unit 0	1010 / 4	Cracking	0	.	0	.	1	100	0	.	1 sq.ft
Unit 0	1020 / 4	Connection	3	75	1	25	0	.	0	.	4 sq.ft

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	29 / 4	Steel Deck - Conc Fill Grid	2424	100	0	.	0	.	0	.	2424 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	306 / 4	Other Joint	40	50	0	.	40	50	0	.	80 ft
Unit 0	2370 / 4	Metal Deterioration or Damage	0	.	0	.	40	100	0	.	40 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	210 / 4	Re Conc Pier Wall	0	.	98	87.5	14	12.5	0	.	112 ft
Unit 0	1080 / 4	Delamination/Spall/Patched Area	0	.	0	.	5	100	0	.	5 ft
Unit 0	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	7	100	0	.	7 ft
Unit 0	1130 / 4	Cracking (RC and Other)	0	.	10	83.33	2	16.67	0	.	12 ft
Unit 0	1190 / 4	Abrasion(PSC/RC)	0	.	88	100	0	.	0	.	88 ft

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	313 / 4	Fixed Bearing	12	100	0	.	0	.	0	.	12 each
Unit 0	8516 / 4	Painted Steel	36	100	0	.	0	.	0	.	36 sq.ft

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8540 / 4	Open Gearing	0	.	8	66.67	4	33.33	0	.	12 (EA)
Unit 0	9040 / 4	Mechanical Wear/Abrasion	0	.	8	66.67	4	33.33	0	.	12 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8541 / 4	Speed Reducers	0	.	2	100	0	.	0	.	2 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	9040 / 4	Mechanical Wear/Abrasion	0	.	1	100	0	.	0	.	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8542 / 4	Shafts	16	100	0	.	0	.	0	.	16 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8543 / 4	Shaft Bearings and Couplings	10	35.71	18	64.29	0	.	0	.	28 (EA)
Unit 0	1000 / 4	Corrosion	0	.	16	100	0	.	0	.	16 (EA)
Unit 0	9010 / 4	Mechanical Alignment	0	.	2	100	0	.	0	.	2 (EA)

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8544 / 4	Brakes	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	1000 / 4	Corrosion	0	.	4	100	0	.	0	.	4 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8545 / 4	Emergency Drive	0	.	3	100	0	.	0	.	3 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	9020 / 4	Operation	0	.	2	100	0	.	0	.	2 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8546 / 4	Span Drive Motors	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	1000 / 4	Corrosion	0	.	4	100	0	.	0	.	4 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8560 / 4	Locks	0	.	2	100	0	.	0	.	2 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	9000 / 4	Lubrication	0	.	1	100	0	.	0	.	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8561 / 4	Live Load Shoes	1	12.5	7	87.5	0	.	0	.	8 (EA)
Unit 0	1000 / 4	Corrosion	0	.	6	100	0	.	0	.	6 (EA)
Unit 0	9010 / 4	Mechanical Alignment	0	.	1	100	0	.	0	.	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8562 / 4	Counterweight Support	4	100	0	.	0	.	0	.	4 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8564 / 4	Counterweight	0	.	1	50	1	50	0	.	2 (EA)
Unit 0	1080 / 4	Delamination/Spall/Patched Area	0	.	0	.	1	100	0	.	1 (EA)
Unit 0	1120 / 4	Efflorescence/Rust Staining	0	.	1	100	0	.	0	.	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8565 / 4	Trunnion/Straight & Curved Track	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	9030 / 4	Clearances	0	.	4	100	0	.	0	.	4 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8570 / 1	Transformers	3	100	0	.	0	.	0	.	3 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8571 / 4	Submarine Cable	0	.	4	100	0	.	0	.	4 (EA)
Unit 0	9060 / 4	Cable Geometry (Submarine Cable)	0	.	4	100	0	.	0	.	4 (EA)

SUPERSTRUCTURE : Movable

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8573 / 4	PLCs	1	100	0	.	0	.	0	.	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8574 / 4	Control Console	1	100	0	.	0	.	0	.	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8581 / 4	Operator Facilities	0	.	0	.	0	.	1	100	1 (EA)
Unit 0	9020 / 4	Operation	0	.	0	.	0	.	1	100	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8591 / 4	Warning Gates	3	75	1	25	0	.	0	.	4 (EA)
Unit 0	1000 / 4	Corrosion	0	.	1	100	0	.	0	.	1 (EA)

SUPERSTRUCTURE : Movable

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8592 / 4	Traffic Signals	2	100	0	.	0	.	0	.	2 (EA)

SUPERSTRUCTURE : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8572 / 4	Conduit & Junction Box	0	.	1	50	1	50	0	.	2 (EA)
Unit 0	1020 / 4	Connection	0	.	1	100	0	.	0	.	1 (EA)
Unit 0	1220 / 4	Deterioration (Other)	0	.	0	.	1	100	0	.	1 (EA)

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	107 / 4	Steel Opn Girder/Beam	271	89.74	3	0.99	28	9.27	0	.	302 ft
Unit 0	1000 / 4	Corrosion	0	.	0	.	28	100	0	.	28 ft
Unit 0	1900 / 4	Distortion	0	.	3	100	0	.	0	.	3 ft
Unit 0	8516 / 4	Painted Steel	3352	99.17	28	0.83	0	.	0	.	3380 sq.ft
Unit 0	3440 / 4	Eff (Stl Protect Coat)	0	.	28	100	0	.	0	.	28 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	113 / 4	Steel Stringer	1620	99.26	0	.	12	0.74	0	.	1632 ft
Unit 0	1000 / 4	Corrosion	0	.	0	.	11	100	0	.	11 ft
Unit 0	1010 / 4	Cracking	1	100	0	.	0	.	0	.	1 ft
Unit 0	1020 / 4	Connection	0	.	0	.	1	100	0	.	1 ft
Unit 0	8516 / 4	Painted Steel	3430	100	0	.	0	.	0	.	3430 sq.ft
Unit 0	3440 / 4	Eff (Stl Protect Coat)	1	100	0	.	0	.	0	.	1 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	152 / 4	Steel Floor Beam	295	92.19	12	3.75	13	4.06	0	.	320 ft
Unit 0	1000 / 4	Corrosion	0	.	0	.	11	100	0	.	11 ft
Unit 0	1020 / 4	Connection	0	.	0	.	2	100	0	.	2 ft
Unit 0	1900 / 4	Distortion	0	.	12	100	0	.	0	.	12 ft
Unit 0	8516 / 4	Painted Steel	3600	100	0	.	0	.	0	.	3600 sq.ft

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	330 / 4	Metal Bridge Railing	233	100	0	.	0	.	0	.	233 ft
Unit 0	8516 / 4	Painted Steel	375	100	0	.	0	.	0	.	375 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8563 / 4	Access Ladder & Platform	2	100	0	.	0	.	0	.	2 (EA)

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 0	8580 / 4	Navigational Lights	1	100	0	.	0	.	0	.	1 (EA)

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	12 / 4	Re Concrete Deck	65748	95.07	502	0.73	2904	4.2	0	.	69154 sq.ft
Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	2	0.07	2798	99.93	0	.	2800 sq.ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	500	82.51	106	17.49	0	.	606 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	301 / 4	Pourable Joint Seal	1281	99.61	1	0.08	4	0.31	0	.	1286 ft
Unit 1	2320 / 4	Seal Adhesion	0	.	0	.	1	100	0	.	1 ft
Unit 1	2330 / 4	Seal Damage	0	.	0	.	1	100	0	.	1 ft
Unit 1	2360 / 4	Adjacent Deck or Header	0	.	1	33.33	2	66.67	0	.	3 ft

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8290 / 4	Channel	0	.	1	100	0	.	0	.	1 (EA)
Unit 1	9150 / 4	Bank Erosion	0	.	1	100	0	.	0	.	1 (EA)

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8475 / 4	R/Conc Walls	67	91.78	6	8.22	0	.	0	.	73 ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	6	100	0	.	0	.	6 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	215 / 4	Re Conc Abutment	102	100	0	.	0	.	0	.	102 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	220 / 4	Re Conc Pile Cap/Ftg	1197	88.14	15	1.1	146	10.75	0	.	1358 ft
Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	15	16.85	74	83.15	0	.	89 ft
Unit 1	1130 / 4	Cracking (RC and Other)	2	2.7	0	.	72	97.3	0	.	74 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	225 / 4	Steel Pile	0	.	0	.	88	100	0	.	88 (EA)
Unit 1	8519 / 4	Other Steel Coatings	1760	100	0	.	0	.	0	.	1760 sq.ft

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	234 / 4	Re Conc Pier Cap	1271	99.92	1	0.08	0	.	0	.	1272 ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	1	100	0	.	0	.	1 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8298 / 4	Pile Jacket Bare	88	100	0	.	0	.	0	.	88 (EA)

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	8390 / 4	Other Fender/Dolphin	330	100	0	.	0	.	0	.	330 ft

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	311 / 4	Moveable Bearing	216	90	0	.	24	10	0	.	240 each
Unit 1	1000 / 4	Corrosion	0	.	0	.	24	100	0	.	24 each
Unit 1	8516 / 4	Painted Steel	684	95	0	.	36	5	0	.	720 sq.ft
Unit 1	3440 / 4	Eff (Stl Protect Coat)	0	.	0	.	36	100	0	.	36 sq.ft

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	313 / 4	Fixed Bearing	215	95.98	6	2.68	3	1.34	0	.	224 each
Unit 1	1000 / 4	Corrosion	0	.	6	75	2	25	0	.	8 each
Unit 1	1020 / 4	Connection	0	.	0	.	1	100	0	.	1 each
Unit 1	8516 / 4	Painted Steel	648	96.43	0	.	24	3.57	0	.	672 sq.ft
Unit 1	3440 / 4	Eff (Stl Protect Coat)	0	.	0	.	24	100	0	.	24 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	107 / 4	Steel Opn Girder/Beam	11490	98.85	27	0.23	107	0.92	0	.	11624 ft
Unit 1	1000 / 4	Corrosion	0	.	27	20.15	107	79.85	0	.	134 ft
Unit 1	8516 / 4	Painted Steel	89370	99.85	134	0.15	0	.	0	.	89504 sq.ft
Unit 1	3440 / 4	Eff (Stl Protect Coat)	0	.	134	100	0	.	0	.	134 sq.ft

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Unit 1	333 / 4	Other Bridge Railing	2824	97.18	6	0.21	76	2.62	0	.	2906 ft
Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	4	100	0	.	0	.	4 ft
Unit 1	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	76	100	0	.	76 ft
Unit 1	1130 / 4	Cracking (RC and Other)	0	.	2	100	0	.	0	.	2 ft

Total Number of Elements*: 45

*excluding defects/protective systems

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875101

CIDR

DATE PRINTED: 3/16/2020

Inspection Information

Inspection Date: 01/31/2020 **Type:** Regular NBI with Movable

Inspector: KNMEIJQ - Jose Quintana

Inspection Notes: Sufficiency Rating Calculation Accepted by knmeigs at 3/11/2020

LOAD CAPACITY EVALUATION:

Since the current load rating dated 2/9/96, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 01/31/2020 per Jose Quintana, P.E.

The following elements were inspected underwater by the divers:

210 Re Conc Pier Wall
220 Re Conc Pile Cap/Ftg
225 Steel Pile
8290 Channel
8298 Pile Jacket Bare
8390 Other Fender/Dolphin
8571 Submarine Cable

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

MG: Main Girder
FB: Floor Beam
ST: Stringer
RT: Right
LT: Left
NC: No Change
INC: Increase
CAT: Corrective Action Taken
L: Long
W: Wide
H: High
D: Deep
UW: Underwater
ME: Mechanical & Electrical
CORR: Corrosion
CG: Counterweight
ST: Stiffeners
S.L.: Section Loss
in.: Inches
ft.: Feet

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS
This structure was inventoried west to east.

Note: This structure is divided into two separate units:

UNIT 0 = Main Span Elements

UNIT 1 = Approach Span Elements

Steel Deck Conc Grid and Steel Deck Open Grid on Paint Stl Opn Girders, Paint STOL Stringers and Paint STOL Floor Beams on Concrete Pier walls (1 span). Twenty nine (29) approach spans composed by UMP Conc Deck on AP/S Concrete Beams on R/Conc Caps, AP/S Concrete Columns and R/AC Sub Pile Cap Footings.

An under bridge inspection vehicle is required for routine inspections.

TRAFFIC RESTRICTIONS: Based on the current load rating analysis dated 2/9/96, posting is not required. The structure is not posted

REVIEWED BY:

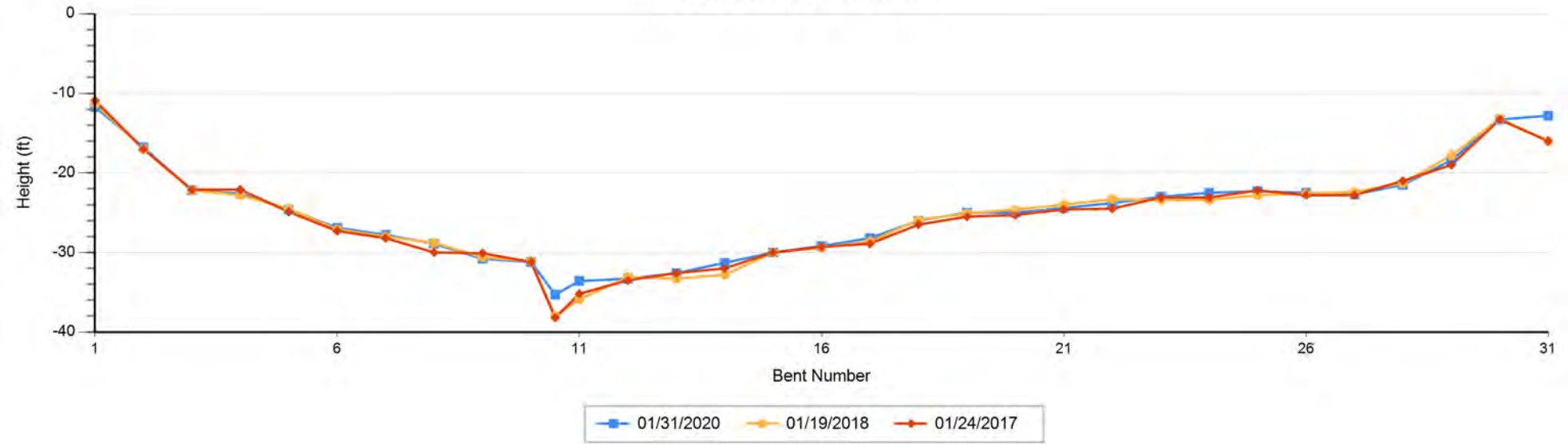
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Schedule Notes

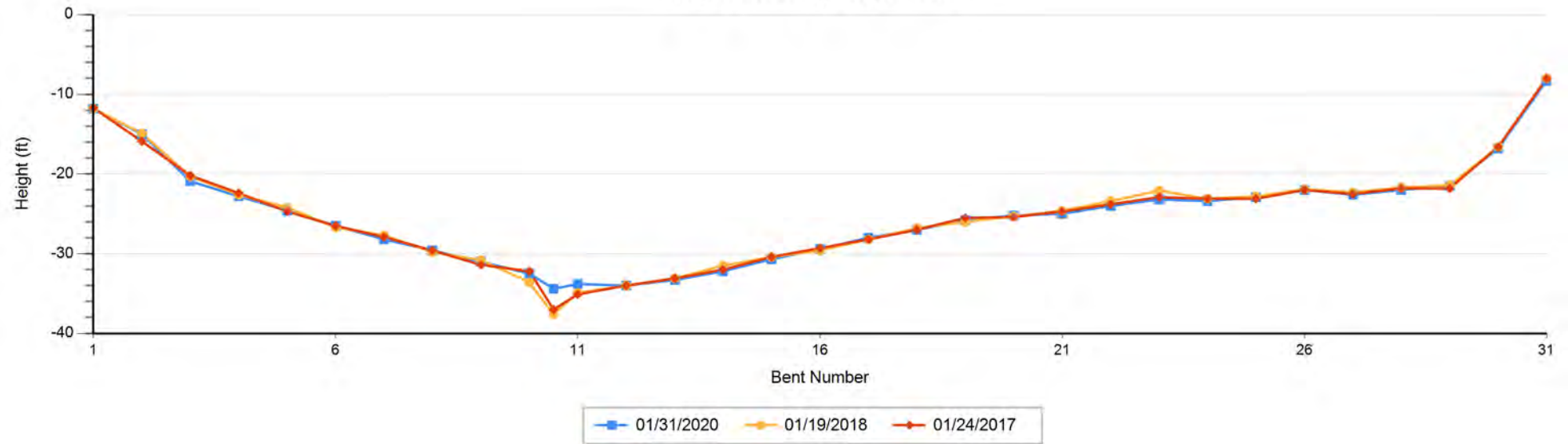
FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

DATE PRINTED: 3/16/2020 9:10:46 AM

Left Profile by Inspection



Right Profile by Inspection



FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

DATE PRINTED: 3/16/2020 9:10:46 AM

Profile Data - Numerical Summary

Inspection Date and Key: 1/31/2020 JEHM		Bent #	Left Height	Right Height	(All Heights are in Feet)
		1	11.70	11.80	
		2	16.80	15.00	
		3	22.20	20.90	
		4	22.60	22.80	
		5	24.60	24.60	
		6	26.90	26.50	
		7	27.80	28.20	
		8	28.90	29.60	
		9	30.80	31.00	
		10	31.20	32.50	
		10.5	35.30	34.40	
		11	33.60	33.80	
		12	33.30	34.00	
		13	32.60	33.30	
		14	31.30	32.20	
		15	30.00	30.70	
		16	29.20	29.40	
		17	28.20	28.00	
		18	26.00	27.00	
		19	25.00	25.80	
		20	25.00	25.20	
		21	24.40	25.00	
		22	23.80	24.00	
		23	23.00	23.20	

REPORT ID : INSP005

Structure ID : 875101

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Bridge Profile

DATE PRINTED: 3/16/2020 9:10:46 AM

Profile Data - Numerical Summary

Bent #	Left Height	Right Height	(All Heights are in Feet)
24	22.50	23.40	
25	22.30	22.90	
26	22.50	22.00	
27	22.70	22.60	
28	21.50	22.00	
29	18.40	21.50	
30	13.30	16.80	
31	12.80	8.30	

Air Temp: 57

Profile Notes:

Notes: Measurements were taken from the top of the concrete bridge rails.
 Waterline taken at mid channel: Left = 23.8 and Right = 24.0
 Maximum channel depth: 11.5 ft.

Inspection Date and Key: 1/19/2018

GCTT

1	11.30	11.80
2	17.00	14.90
3	22.20	20.30
4	22.80	22.60
5	24.50	24.20
6	27.10	26.70
7	28.00	27.70
8	28.80	29.80
9	30.60	30.80
10	31.10	33.60
10.5	38.00	37.60
11	35.90	34.90

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

DATE PRINTED: 3/16/2020 9:10:46 AM

Profile Data - Numerical Summary

Bent #	Left Height	Right Height	(All Heights are in Feet)
12	33.10	34.00	
13	33.30	33.10	
14	32.80	31.50	
15	30.00	30.40	
16	29.40	29.60	
17	28.60	28.20	
18	25.90	26.80	
19	25.10	26.00	
20	24.60	25.30	
21	24.00	24.60	
22	23.30	23.40	
23	23.40	22.10	
24	23.40	23.10	
25	22.80	22.80	
26	22.60	21.90	
27	22.40	22.30	
28	21.30	21.70	
29	17.80	21.40	
30	13.20	16.60	
31	16.00	8.00	

Air Temp: 76
Profile Notes:

Notes: Measurements were taken from the top of the concrete bridge rails.
Waterline taken at mid channel: Left = 26.2 ft. and Right = 26.2 ft.
Maximum channel depth: 11.8 ft.

REPORT ID : INSP005

Structure ID : 875101

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Bridge Profile

DATE PRINTED: 3/16/2020 9:10:46 AM

Profile Data - Numerical Summary

Inspection Date and Key: 1/24/2017	EPCN	Profile Data - Numerical Summary			(All Heights are in Feet)
		Bent #	Left Height	Right Height	
		1	10.90	11.70	
		2	17.00	15.90	
		3	22.10	20.20	
		4	22.10	22.40	
		5	24.90	24.70	
		6	27.30	26.50	
		7	28.20	27.90	
		8	30.00	29.60	
		9	30.10	31.40	
		10	31.20	32.20	
		10.5	38.20	37.00	
		11	35.20	35.10	
		12	33.50	34.00	
		13	32.60	33.10	
		14	32.00	32.00	
		15	30.00	30.40	
		16	29.30	29.30	
		17	28.90	28.20	
		18	26.50	27.00	
		19	25.50	25.50	
		20	25.30	25.40	
		21	24.60	24.70	
		22	24.50	23.80	
		23	23.10	22.90	

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

DATE PRINTED: 3/16/2020 9:10:46 AM

Profile Data - Numerical Summary

Bent #	Left Height	Right Height	(All Heights are in Feet)
24	23.10	23.10	
25	22.20	23.10	
26	22.80	22.00	
27	22.80	22.50	
28	21.00	21.80	
29	19.00	21.80	
30	13.30	16.60	
31	16.00	8.00	

Air Temp:
Profile Notes:

Measurements referenced to the top of the concrete bridge rails.
Waterline taken at Centerline Channel: Left=25.8ft. Right 26.1ft.
Channel Depth=12.4ft.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

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BRIDGE ID : 875101

Structure Inventory Photo Due Date : 01/19/2028



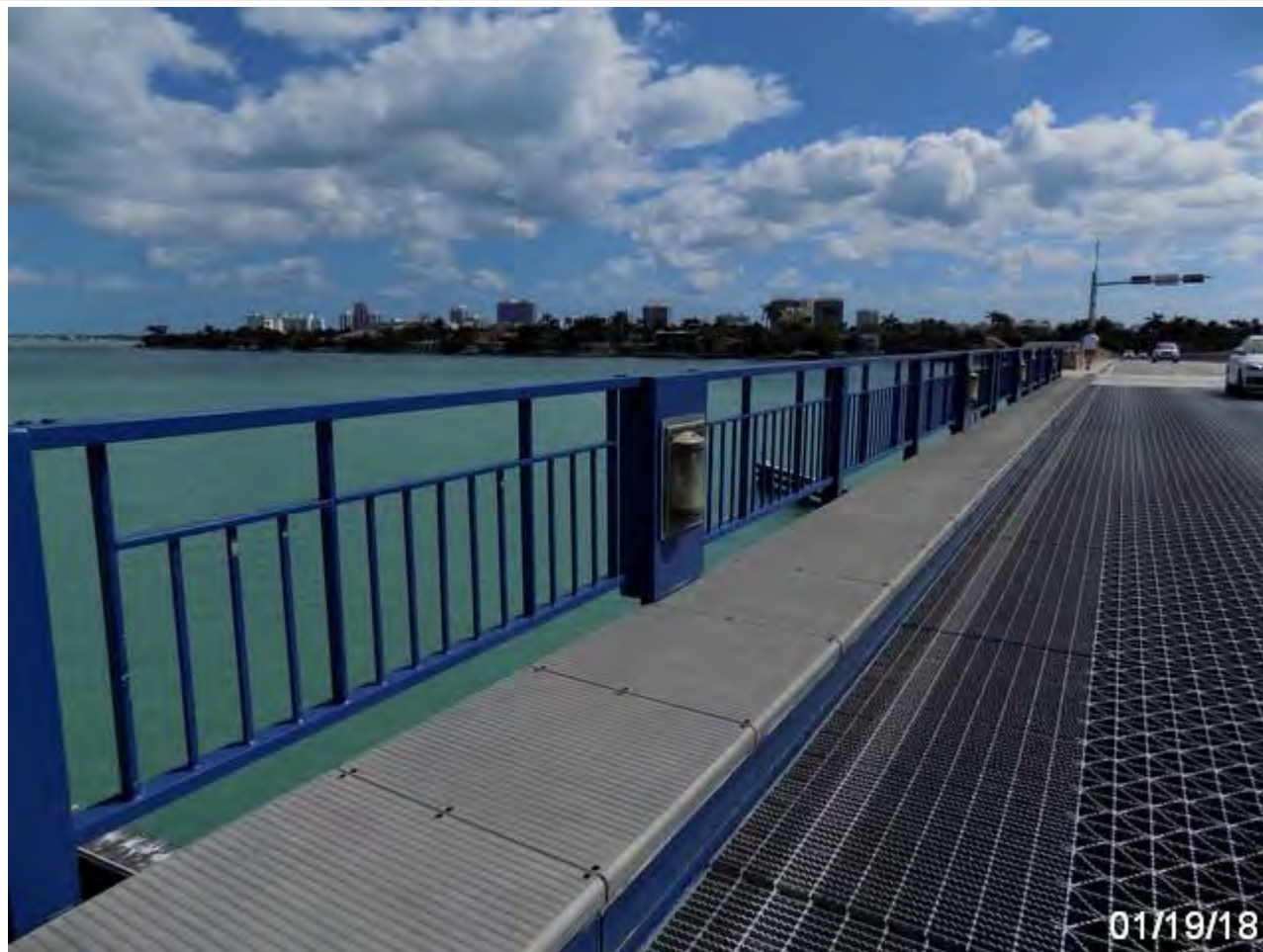
Bridge Number - 1/19/2018

FLORIDA DEPARTMENT OF TRANSPORTATION
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STRUCTURE LEVEL INVENTORY REPORT

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BRIDGE ID : 875101

Structure Inventory Photo Due Date : 01/19/2028



Typical Bridge Rail at Main Span - 1/19/2018

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STRUCTURE LEVEL INVENTORY REPORT

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Structure Inventory Photo Due Date : 01/19/2028



Typical Bridge Rail at Approach spans - 1/19/2018

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STRUCTURE LEVEL INVENTORY REPORT

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Southwest Oncoming Transition - 1/19/2018

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Northeast Oncoming Transition - 1/19/2018

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Northwest Off-Going Transition - 1/19/2018

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Southeast Off-Going Transition - 1/19/2018

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West Approach Looking East - 1/19/2018

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STRUCTURE LEVEL INVENTORY REPORT

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West Approach Looking West - 1/19/2018

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East Approach Looking West - 1/19/2018

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East Approach Looking East - 1/19/2018

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North Elevation - 1/19/2018

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South Elevation - 1/19/2018

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Channel Looking North - 1/19/2018

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Channel Looking South - 1/19/2018

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STRUCTURE LEVEL INVENTORY REPORT

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Typical Underside at Main Span - 1/19/2018

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STRUCTURE LEVEL INVENTORY REPORT

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Structure Inventory Photo Due Date : 01/19/2028



Typical Underside at Approach spans - 1/19/2018

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 20.

ITEM: Consideration and approval of a proposal from KCI Technologies Inc. in the amount of \$127,950 to develop a Town wide Storm Water Master Plan. Enclosed is a copy of the proposal and other supporting.

DESCRIPTION:

KCI will provide a complete storm water model and a prioritization of improvements needed based on implementation and cost. It will allow the Town to prioritize projects based on available funds, including any grant funds that may be available. The final product for the proposal (COA B) will be a true Storm Water Master Plan and a document that can be updated; an actionable document. The proposed fee for this COA B is \$127,950.00. It includes a \$20,000 site survey/video condition allowance and a \$6,000 geotechnical allowance. These allowances can be removed or reduced at your discretion. It is imperative that this study be approved so that the Town can commence the work required to alleviate the localized flooding issues which have persisted for years.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Although no money was budgeted for this fiscal year, the Town needs to take action to seriously reduce, or eliminate, localized street flooding. The services proposed by KCI will place the Town on this path by providing actionable solutions to apply for grant funding opportunities and aid in future budgetary planning. To cover the cost of this proposal the Town must pass a budget amendment in the amount of \$127,950.00 from the Causeway Reserve Fund. The Broad Family Trust has expressed interest in funding this study as well.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1. KCI TOWN WIDE STORMWATER SYSTEM ASSESSMENT ANALYSIS AND RECOMMENDATIONS 15DEC20
2. DETAILED COURSE OF ACTION BY KCI 15DEC20



**TASK WORK ORDER NO. XX
TOWN-WIDE STORMWATER SYSTEM
ASSESSMENT, ANALYSIS AND RECOMMENDATIONS
TOWN OF BAY HARBOR ISLANDS**

KCI Technologies, Inc. (KCI) will provide Professional Engineering Services to the Town of Bay Harbor Islands (Town) to perform a Town-wide Stormwater System Assessment and provide recommendations to mitigate the flooding through a multi-project, multi-year Capital Improvement Program (CIP). KCI will review the existing documents, collect online GIS data, perform a field investigation, develop and calibrate a model of the existing system, and assess the effectiveness of various stormwater BMPs to mitigate and minimize the ponding and flooding at Bay Harbor Islands.

Task 1 – Data Collection and Document Review

The following items were provided by the Town:

- Atlas of the current stormwater collection system showing pipe sizes, pipe routing and outfalls dated 2/2/96 for East and West Island
- Map of Existing Stormwater Outfalls –Comparing Sizes per Atlas vs. Survey, Sheets ST-1 and ST-2 dated 10/6/2010 by CG&A, Inc.
- Environmental Vulnerability Study – Part 1 Vulnerability Assessment prepared by Coastal Risk Consulting, LLC dated June 2020
- Community Enhancement Project – Phase I prepared by Kimley Horn
- GIS layers for existing stormwater system
- Seawall Condition and Resiliency Assessment prepared by Cummins Cederberg, Inc., September 2018
- Geotechnical testing results (if available)

KCI will review the items provided by the Town which include the existing drainage system with all outfalls and control structures that were provided in the Atlas, Maps, and Community Enhancement Project. KCI will also attempt to locate and review any available existing finish floor elevations (FFE) information for the existing buildings and structures by searching for elevation certificates or available as-built plans.

KCI will also review the Environmental Vulnerability Study in depth. This will include reviewing the FEMA and County flood elevation maps, zoning, and flooding complaint logs. KCI will also review historic storm data and the impacts to Bay Harbor Islands.

Upon concurrence of the study and data, KCI will cross reference it with the new data provided by the Town to ensure the accuracy and calibration of all the data which will be used to develop the model.

Task 2 - Site Investigation

KCI will perform a site investigation on both islands. KCI will walk through each island to observe and record the general conditions of the existing structures such as manholes, catch basins, control structures, outfalls, seawalls, piers, and foundations.

KCI will interview current maintenance personnel to identify typical flooding areas as shown in Exhibit 2, photograph those areas, and compile a photo log and accompanying photo location map for future reference.

A Geotechnical Exploration and Site Survey can be provided by KCI if it is needed to supplement the existing data and findings when developing the model and performing the subsequent drainage analysis. Should these services be required, KCI will develop a supplement to this proposal at that time.

Task 3 - Develop Existing Stormwater Drainage Model

KCI will input the data that has been gathered for the existing infrastructure and begin creating a model in ICPR version 4 to accurately model the inland stormwater management system and typical rainfall events. This will include inclusion of any existing stormwater management features that are identified including but not limited to inlets, manholes, culverts, pumps, injection wells, and ponds.

KCI will develop map layers in ICPR version 4 to account for the different land uses and ground coverages on the island. This information will be obtained from online databases, satellite imagery, and from the site investigation if necessary, through Geotechnical Exploration and Site Survey. That information will be used to account for the impact of stormwater runoff in the model.

KCI will take existing DEM data as shown in Exhibit 1, assuming it is found to be valid in Task 1, from the Vulnerability Study and develop stormwater basins within the limits of Bay Harbor Islands. The existing ground elevations from LiDAR, and supplemental survey if needed, will be used to determine the direction of stormwater runoff during and following precipitation events and allow the model to determine the amount of runoff that is going to each basin in the existing stormwater system.

KCI will also input any stormwater management features such as injection wells and existing ponds to account for the reduction runoff that is provided by each feature.

In the event additional survey is not performed along the top of the perimeter seawall on each island, KCI will use the perimeter elevations that were developed in the Seawall Condition and Resiliency Assessment from 2018, by Cummins Cederberg, Inc., which are shown in Exhibits 4 and 5. KCI will use the same Extreme Tidal Elevation that was used in the Seawall Condition and Resiliency Assessment to account for the king tide event that occurred on October 5, 2017 and is shown in Exhibit 3. Those values are:

- East Island Average Perimeter Elevation: 3.0 feet NAVD
- West Island Average Perimeter Elevation: 2.9 feet NAVD
- Extreme Tidal Elevation: 2.3 feet NAVD (Rounded from 2.25 feet NAVD observed)

KCI will begin calibrating the stormwater model once data entry is complete. This will be done by running various rainfall events through the model whereby the results can be compared with historical records. KCI will also run scenarios of recent events to provide the Town and their maintenance personnel a level of confidence that the model is producing realistic simulated results.

Task 4 - Drainage Modeling Analysis and Recommendations

KCI will run the simulations and model the design storms in accordance with the South Florida Water Management District and County requirements. KCI will input the parameters into the model to account for both current and future conditions while evaluating the different flood stages. The results of those model runs will then be analyzed to determine depths of flooding, durations, and frequencies.

The Town and KCI will then identify specific areas on the islands where additional analysis will be performed by implementing various stormwater best management practices to minimize flooding during precipitation events and also assist with recovery in areas where it may not be financially feasible to immediately mitigate all of the flooding.

KCI will then use the results to make data-driven recommendations for remedial measures. The recommendations will be compiled into a report which will discuss area specific issues and potential future mitigation and remediation projects.

KCI will then take the projects and perform a simple benefit-cost analysis for each option. Each project will be given a benefit rating which will correlate to the reduction in flooding the Town can expect to see from making those specific improvements. Each project will also have an opinion of probable cost provided. Those two values will then be converted into a ratio which will allow the project to be tabulated in terms of the most benefit for the least amount of cost.

Lastly, KCI will add categories to each project in the form a matrix which will correlate to the speed at which the improvements can be implemented and the level of involvement for each project. The categories will be:

1. Routine Maintenance
2. Minimal Repairs
3. Major Repairs
4. Rehabilitation
5. New Construction

The matrix that is developed will be the basis of a new Capital Improvement Program for the Town. KCI and the Town will discuss the matrix to determine the sequence of projects. The discussions will consider the necessity of the improvements, the cost of the improvements, the ease of implementation, and the ability of the Town to finance each project.

EXHIBIT 1

Digital Elevation Model Created from NOAA LiDAR Data

Source: Environmental Vulnerability Study – Part 1 Vulnerability Assessment prepared by Coastal Risk Consulting, LLC dated June 2020

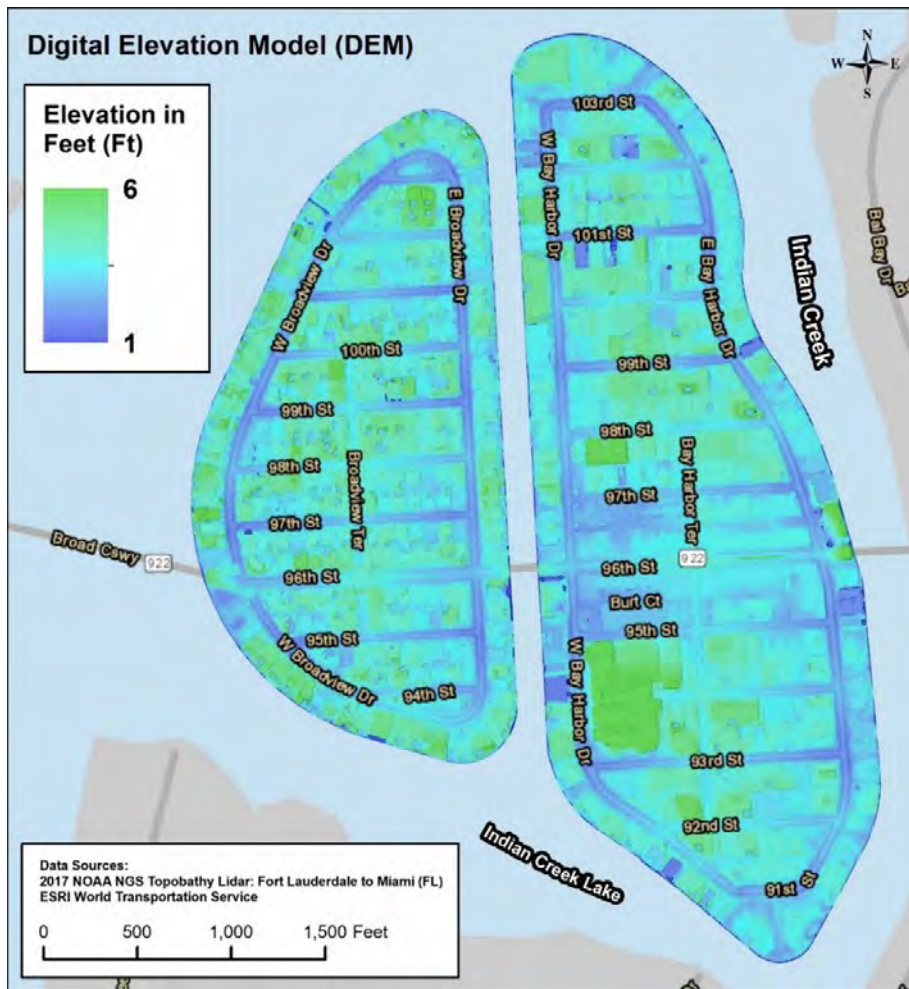


Figure 4: Digital Elevation Model in BHI

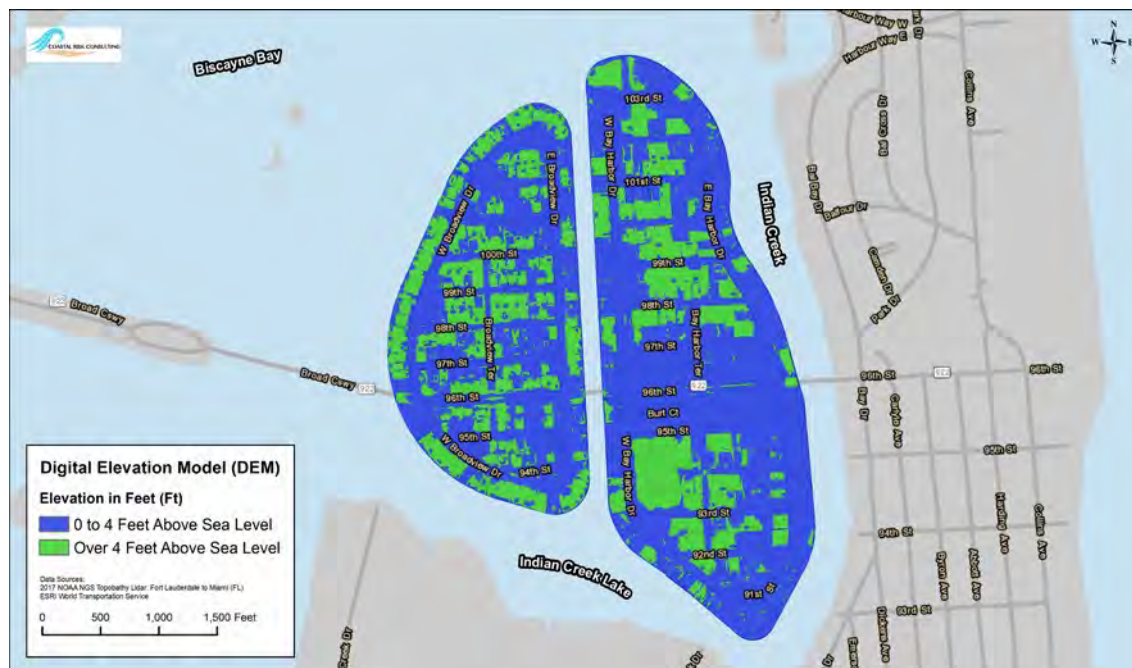


Figure 5: Areas of BHI below 4 feet NAVD88

EXHIBIT 2

Areas of Known Repetitive Flooding

Source: Environmental Vulnerability Study – Part 1 Vulnerability Assessment prepared by Coastal Risk Consulting, LLC dated June 2020

2060. Source: <https://www.lanierupshaw.com/2018/03/high-florida-groundwater-major-contributor-to-inland-flooding/>

Historical Flooding:

The figures modeled above by Coastal Risk correlate well with the known areas of repetitive Tidal, Storm Surge and Heavy Rainfall flooding indicated by Town Management in Figure 16 below.



Figure 16: Areas of known repetitive flooding in BHI; Source: Town Management

Visual Depiction of Flood Risks for Town Hall & Community Center

To visualize flood risk, Coastal Risk created a “flood height chart” superimposed on photos of the entrances of several buildings identified by the Town. Potential Flood levels were shown in 2020 for Category 3 and 5 Storms together with the Finished Floor Elevation (FFE) of the building entrances and the FEMA-recommended Base Flood Elevation (BFE). Figure 17 below illustrates the risk of flood levels for the Town Hall and Figure 18 depicts risk of flood levels for the Community Center. The photos show that

EXHIBIT 3

Observed Tidal Variations

Source: NOAA Tides and Currents, Station 8723214 Virginia Key, Biscayne Bay, FL, www.NOAA.com

NOAA/NOS/CO-OPS
Verified High/Low at 8723214, Virginia Key, Biscayne Bay FL
From 2017/10/01 00:00 GMT to 2017/10/10 23:59 GMT

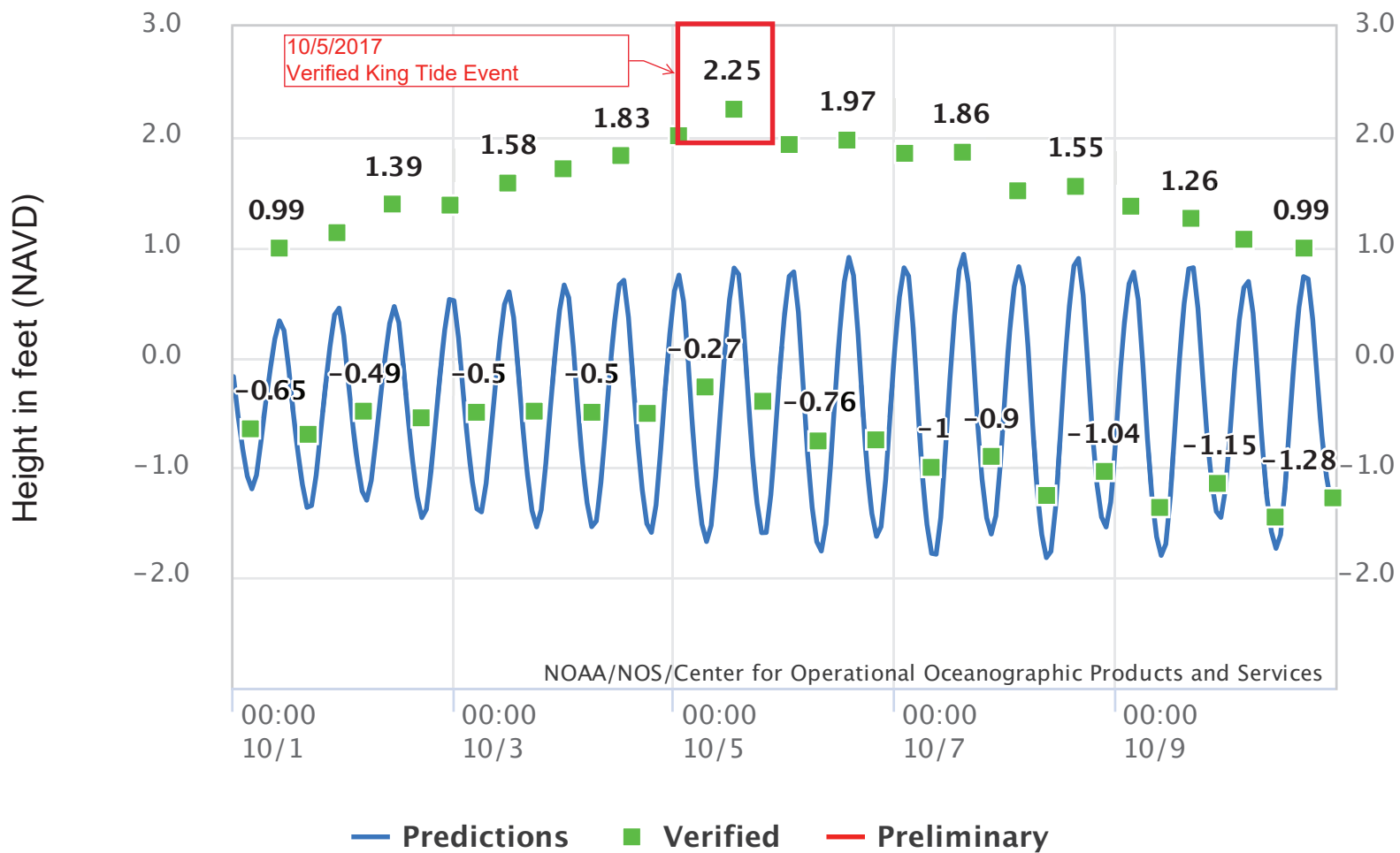
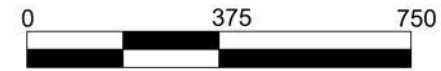


EXHIBIT 4

East Island DEM and Perimeter Seawall Profile

Source: Seawall Condition and Resiliency Assessment prepared by Cummins Cederberg, Inc., dated September 2018



GRAPHIC SCALE
11X17: 1"=375'

PROJECT
BAY HARBOR ISLANDS
INSPECTION PROJECT
BAY HARBOR ISLANDS, FLORIDA

CLIENT
CHEN MOORE AND
ASSOCIATES

2103 CORAL WAY #401
MIAMI, FLORIDA 33145

ENGINEER
CUMMINS CEDERBERG, INC.
7550 RED ROAD, SUITE 217
SOUTH MIAMI, FLORIDA 33143
T: +1 305-741-6155 F: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062

SEAL

JASON TAYLOR, FL. PE NO 60277

[illegible]

PROJECT NO.	57000
DRAWN	LBA
CHECKED	JT/JAC
SCALE	AS SHOWN

SHEET TITLE	EAST ISLAND
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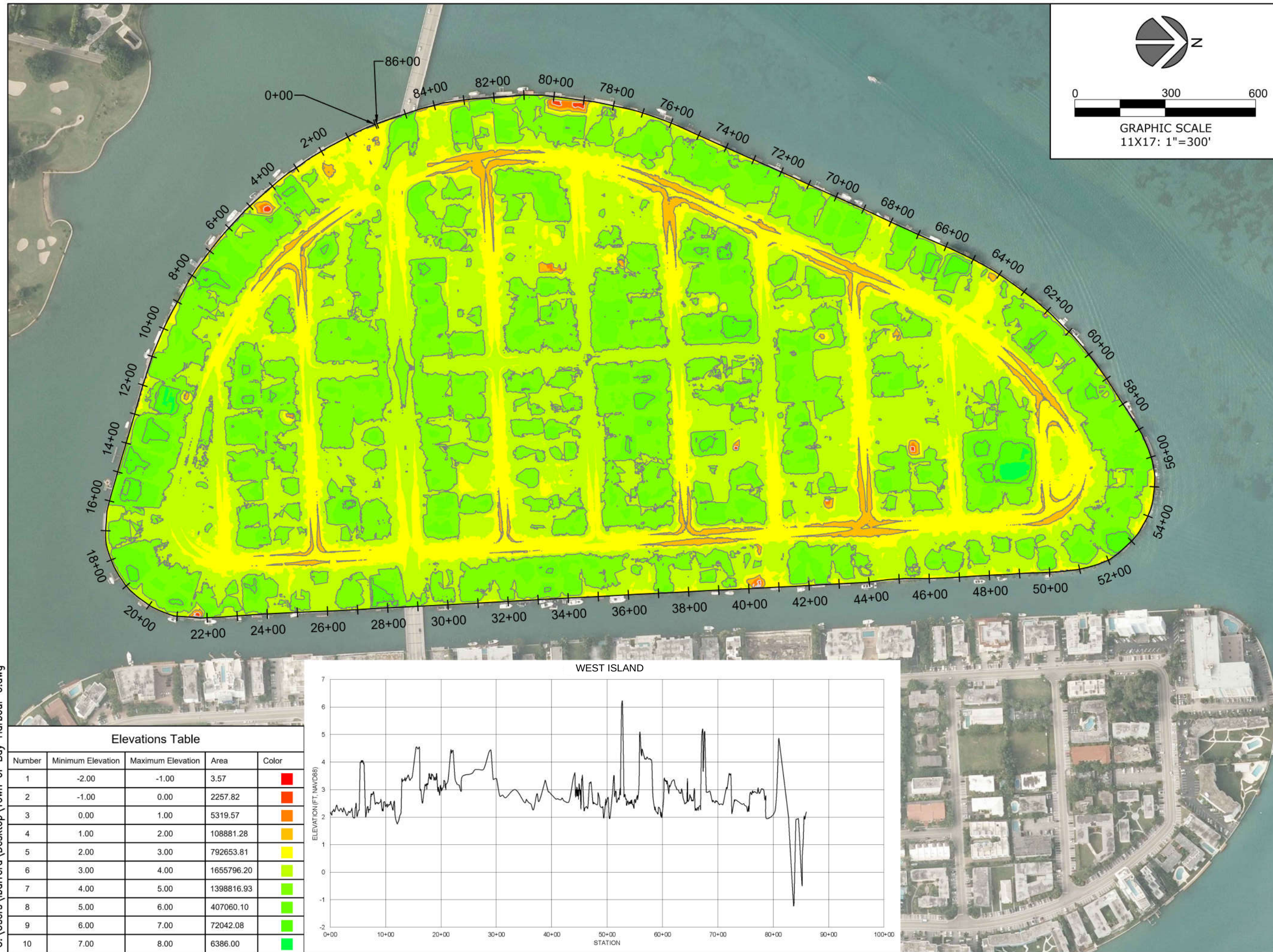
SHEET 3 OF 3

I-1.2

EXHIBIT 5

West Island DEM and Perimeter Seawall Profile

S Source: Seawall Condition and Resiliency Assessment prepared by Cummins Cederberg, Inc., dated September 2018



GRAPHIC SCALE
11X17: 1"=300'

PROJECT
BAY HARBOR ISLANDS
INSPECTION PROJECT
BAY HARBOR ISLANDS, FLORIDA

CLIENT
CHEN MOORE AND
ASSOCIATES

2103 CORAL WAY #401
MIAMI, FLORIDA 33145

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SEAL

JASON TAYLOR, FL. PE NO 60277

[illegible]

PROJECT NO.	57000
DRAWN	LBA
CHECKED	JT/JAC
SCALE	AS SHOWN

SHEET TITLE

WEST
ISLAND

SHEET 2 OF 3

I-1.1

Course of Action B (COA B)

The Scope of Work for COA B is as defined in the Draft Scope of Work provided on November 23, 2020. A detailed list of the deliverables and their contents is provided below as a supplement to that Draft Scope of Work.

The intent of COA B is develop a Town-wide Stormwater model and Stormwater Master Plan that demonstrates robust workable, actionable solutions to the current flooding issues which are then distilled into multiple capital improvement projects that can be used to obtain grant funding to supplement the Town's capital improvement budget for their implementation. COA B is the vehicle that takes the findings from the previous studies and develops data-driven, engineered solutions to those findings which can then be used to seek and compete for supplemental grant funding to implement the projects and realize significant, long-term benefits for the Town of Bay Harbor Islands.

Deliverables

- Task 1 – KCI will provide a brief, written project update regarding the following items:
 - Brief Summary of findings from review of data
 - Summary of additional data found
 - Data to be used and justification
- Task 2 – KCI will provide project documentation for the follow items:
 - Site Survey (if applicable)
 - Geotechnical Report (if applicable)
 - Photo Logbook from the on-site investigation
- Task 3 – KCI will provide the existing model and a report as described below:
 - Existing stormwater system Model in ICPR4
 - Including any data (DEM, GIS, Land Use, etc.) that was used to develop the model delivered in one folder for future use on projects and to be continuously updated moving forward.
 - Report showing parameters and inputs for the existing town-wide stormwater model, as well as the results of each modeled rainfall event.
- Task 4 – KCI will provide the proposed model, a Design Analysis, and Capital Improvement Project list:
 - Model of proposed improvements to stormwater system in ICPR4.
 - Including any data (DEM, GIS, Land Use, etc.) that was used to develop the model delivered in one folder for future use on projects and to be continuously updated moving forward.
 - Design Analysis Document
 - Summary of findings for Tasks 1 – 4
 - Method and approach
 - Potential improvement options
 - Model inputs, parameters and assumptions
 - Results of modeled events
 - Findings
 - Finalized list of improvements based on findings
 - Engineer's opinion of probable project costs (planning level)
 - Matrix of projects based on ease of implementation and benefit-cost ratios
 - Conclusion
 - Proposed Capital Improvement Project list
 - In matrix form based on ease of implementation

Exclusions

- Permit applications and/or submission (KCI will meet once with MDC RER and SFWMD for guidance)
- Engineering Construction Drawings will not be provided
- Specifications will not be provided

COURSE OF ACTION B (COA B) - FEE ESTIMATE

Task 1 - Data Collection and Document Review

Title	Hours	Rate	Fee
Director	2	\$ 190.00	\$ 380.00
Senior Project Manager	4	\$ 175.00	\$ 700.00
Project Manager/Engineer	60	\$ 150.00	\$ 9,000.00
Administrative/Clerical	8	\$ 65.00	\$ 520.00
Task 1 Subtotal:			\$ 10,600.00

Task 2 - Site Investigation

Title	Hours	Rate	Fee
Director	2	\$ 190.00	\$ 380.00
Senior Project Manager	4	\$ 175.00	\$ 700.00
Project Manager/Engineer	60	\$ 150.00	\$ 9,000.00
Administrative/Clerical	8	\$ 65.00	\$ 520.00
Geotechnical Investigation (Allowance)	N/A	N/A	\$ 6,000.00
Site Survey/Video Condition (Allowance)	N/A	N/A	\$ 20,000.00
Task 2 Subtotal:			\$ 36,600.00

Task 3 - Develop Existing Stormwater Drainage Model

Title	Hours	Rate	Fee
Director	4	\$ 190.00	\$ 760.00
Senior Project Manager	8	\$ 175.00	\$ 1,400.00
Project Manager/Lead Modeler	150	\$ 150.00	\$ 22,500.00
Associate 2/Designer	78	\$ 135.00	\$ 10,530.00
Administrative/Clerical	8	\$ 65.00	\$ 520.00
Task 3 Subtotal:			\$ 35,710.00

Task 4 - Drainage Modeling Analysis and Recommendations

Title	Hours	Rate	Fee
Director	8	\$ 190.00	\$ 1,520.00
Senior Project Manager	16	\$ 175.00	\$ 2,800.00
Project Manager/Lead Modeler	160	\$ 150.00	\$ 24,000.00
Associate 2/Designer	120	\$ 135.00	\$ 16,200.00
Administrative/Clerical	8	\$ 65.00	\$ 520.00
Task 4 Subtotal:			\$ 45,040.00

COA B Fee Estimate \$ 127,950.00

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 21.

ITEM: Consideration and approval of a proposal from Kimley-Horn Engineering in the amount of \$217,500.00 to provide professional services to design, permit and certify ±200 linear feet of a proposed 18" gravity sewer extension from Bay Harbor Terrace to the Town's existing lift station. This upgrade is mandatory to be in compliance with DERM standards to accept the 1177 Kane Concourse project's new sewer line. Enclosed is a copy of the proposal provided by Kimley-Horn Engineering.

DESCRIPTION:

As the 1177 Kane Concourse project ramps-up, the developer will be upgrading the existing 15" sewer main to an 18" main to accommodate the additional flow the new complex will eventually add to the Town's sewer system. Located in the 1100 Block of the North Service Alleyway from West Bay Harbor Drive to Bay Harbor Terrace, the new 18" pipe will terminate into a new manhole installed in Bay Harbor Terrace. From that point, the Town committed, per Recorded Ordinance No. 1042, to upgrade the existing 15" sanitary sewer main from the new Bay Harbor Terrace manhole to the Town's main lift station (approximately 200 Ft.) with 18" pipe. DERM will not allow a larger pipe (18") to flow into a smaller diameter pipe (15"); hence, the need for the Town to upgrade.

The developer of 1177 Kane Concourse has indicated that they will be shovel-ready for the sewer upgrade by June of 2021. The Town would like to perform their portion of that work so that the two projects can meet at the new manhole in Bay Harbor Terrace, and comply with the DERM mandated requirements. Once both sewer projects have finished and been connected, the new sanitary sewer will be operational.

Since Kimley-Horn is working closely with the developer on their part of the sewer upgrade, the Town has requested that they also provide a proposal to; obtain permit documents, utility coordination, obtain dewatering documents and regulatory assistance, project management and coordination, bid assistance, post-design assistance, and a part-time resident project representative. The attached proposal from Kimley-Horn goes into more detail concerning the sewer upgrade project for the Town.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This project is not budgeted for the current fiscal year. This project will require an appropriation from the General Reserves Fund.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1. KIMLEY HORN PROPOSAL FOR SEWER UPGRADE SERVICES 16DEC20



December 16, 2020

Douglas Armstrong
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Re: Town of Bay Harbor Islands
96th Street- Proposed Gravity Sewer Upgrade**

Mr. Armstrong:

In accordance with our general services agreement, Kimley-Horn and Associates, Inc. (Kimley-Horn/ ENGINEER/ Consultant) is pleased to submit this letter agreement (AGREEMENT) to the Town of Bay Harbor Islands (TOWN) to provide professional services to design, permit, and certify ± 200 linear feet of proposed 18" (or larger diameter) gravity sewer extension.

PROJECT UNDERSTANDING

Per Recorded Ordinance No. 1042, the TOWN committed to upgrading its existing sewer system along east of the existing alley (between Bay Harbor Terrace and the TOWN's existing lift station-downstream of the developer's portion of gravity sewer upgrade). Kimley-Horn understands that there may be relocations required of existing utilities, both wet and dry, to allow the installation of the proposed sewer upgrade.

The extent of the proposed TOWN sewer upgrade includes existing pipes between existing MH 67 and MH 66 (including the manholes), and existing MH 66 to the terminal MH upstream of the existing lift station. Kimley-Horn assumes that the existing TOWN lift station and its associated appurtenances have sufficient capacity for the proposed pipe diameter upgrade and that no lift station improvements/upgrades. Following is Kimley-Horn's proposal that further describes our scope and fee for the anticipated work requested by the Town of Bay Islands.

SCOPE OF SERVICES

TASK 1 - PERMIT DOCUMENTS

- 1.1 Kimley-Horn will attend one meeting with the TOWN to establish a proposed gravity sewer alignment.
- 1.2 Pursuant to the meeting between the TOWN, Kimley-Horn, and 1177 Kane Concourse owner, Kimley-Horn will provide drawings, calculations, and related documents setting forth



in detail the requirements for construction of approximately ± 200 linear feet of gravity sewer main (as described in the Project Understanding) as confirmed by the evaluation/ data. Specifications will be provided as notes on the plans. Preparation of CSI format contract specifications is not included in this scope of services.

- 1.3 Permit level documents will be finalized after additional gravity sewer data collection confirms the diameter for the upgrade from existing MH 67 to MH 66 and MH 66 to the terminal manhole upstream of the existing station. For the purposes of any utility relocations (see Task 2 if required), it is understood that this line and its associated route takes precedence over all other utilities because of its size and limited space available.
- 1.4 Kimley-Horn will coordinate with a data collection sub consultant to study the total flow in the existing gravity sewer from MH 67 to MH 66 and MH 66 to the terminal manhole upstream of the station. Kimley-Horn will review the data to determine if the existing pipe is required to be upgraded to a size larger than 18-inches. Kimley-Horn will prepare a technical summary to summarize the findings.

Cost estimating for any recommend improvements is not included in this task.

TASK 2 –UTILITY COORDINATION (ALTERNATE)

- 2.1 Kimley-Horn will coordinate with municipal (water, drainage) and franchise utility providers (electric, natural gas, telephone/data) if their existing infrastructure services conflicts with the proposed gravity sewer alignment. Kimley-Horn will attend up to two onsite coordination meetings with each franchise utility provider and the TOWN to review the proposed conflicts in the field.

This task assumes that the franchise utility provider will prepare and permit any required relocation plans and pull any required construction permits. Kimley-Horn will reflect the franchise utility providers' proposed designs on the proposed sewer plans for reference only. The franchise utility owner's contractor will be responsible for coordinating installation scheduling, final installation details, and ordering of required equipment (such as transformers, meters, etc.) for all its utilities.

If the TOWN has existing utilities in conflict with the proposed sewer alignment, Kimley-Horn can provide an additional service to design, permit, and coordinate the re-route of the utility in question.



TASK 3 – DEWATERING DOCUMENTS AND REGULATORY ASSISTANCE (ALTERNATE)

- 3.1 Kimley-Horn will prepare a South Florida Water Management District (SFWMD) water use permit (WUP) application for the proposed dewatering associated with the construction of the gravity sewer. The WUP application will be prepared in accordance with the District's *Applicants Handbook for Water Use Permit Applications*.

Kimley-Horn will coordinate and attend one pre-application meeting with the SFWMD. The purpose of the meeting is to discuss the proposed dewatering activities and permit application requirements.

We will rely on the TOWN to provide documentation regarding the ownership of the properties on which the dewatering will be undertaken.

The WUP application package prepared by Kimley-Horn will include the following:

- Water Use Permit Application Form 1379
- Water Use Permit Supplemental D – Dewatering/Mining
- A written narrative describing the proposed construction dewatering activities and hydraulic or physical controls (if necessary)
- Plan sheets depicting the proposed excavation areas
- Cross-sections depicting excavation depths and dewatering elevations
- Written summary of the numerical modeling methodology and results
- Documentation regarding effluent management and turbidity monitoring

The application package will be signed and sealed by a Professional Geologist licensed in the State of Florida and will be submitted electronically to the District.

Unless otherwise requested by the TOWN, Kimley-Horn will request a short-term WUP from the Water Management District. The short-term permit is good for 365 consecutive days from the day dewatering commences.

Kimley-Horn will be prepared to respond to two requests for additional information (RAI) from the SFWMD.

- 3.2 Kimley-Horn will prepare and submit a Class V Dewatering Permit Application to Miami-Dade County Department of Regulatory and Economic Resources (RER). The Miami-Dade County RER application will be prepared simultaneously to the SFWMD WUP Application and will incorporate the results of the numerical modeling.



The Miami-Dade County RER application will be signed and sealed by a Professional Geologist licensed in the State of Florida. The application package will be submitted to the County electronically.

The Class V Permit will be valid for 90 days from the date dewatering commences. If dewatering will be undertaken for more than 90 days, it will be necessary to renew the permit prior to the expiration date.

TASK 4 – REGULATORY ASSISTANCE

- 4.1 Kimley-Horn will coordinate and prepare the permitting applications and supporting documentation for the following regulatory agencies having jurisdiction over the project:

- **Town of Bay Harbor Islands**
- **Miami-Dade County Department of Regulatory and Economic Resources (DERM) Sewer Section**

Permitting may start after the Town Engineer stamp approves the permit level plans and documents prepared and submitted in Task 1.

Permit fees shall be paid by the TOWN or by Kimley-Horn and reimbursed by the Town. Consultant will address up to two (2) rounds or reasonable, consolidated comments from each agency. Should comments resulting in a design change after the TOWN's approval on permit documents, they shall be addressed upon receipt of an executed additional services change order.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the TOWN. Kimley-Horn is not responsible for extending time limited entitlements or permits. Permit fees and impact fees are not included.

TASK 5 – PROJECT MANAGEMENT AND COORDINATION

5.1 Project Management

Project management activities envisioned under this task include budget and schedule tracking and project communications. A monthly progress status report will be prepared and submitted with each invoice. These monthly reports will include a description of the activities completed during each month, and activities planned for the month ahead. This task includes preparation of up to four (4) monthly status reports.

Deliverables:

- **Project Management Plan and design schedule in electronic (.pdf) format.**
- **Monthly progress status reports in electronic (.pdf) format.**

5.2 Bi-weekly Project Progress Meetings

Consultant will attend a project kick-off meeting and bi-weekly progress meetings with the Town to discuss project progress and coordination issues. The purpose of the project kick-off meeting is to confirm Town goals and objectives, identify roles, responsibilities, and communication protocols for project team members, identify critical success factors, confirm concepts for evaluation in the design, identify existing information in planning documents on the project, and discuss our overall project work plan, deliverables, schedule, and critical milestones. Consultant will prepare agendas, meeting summaries, and other documents required in support of the meetings and project coordination activities. This sub-task includes up to ten meetings.

Deliverables:

- **Project meeting agendas and summaries in electronic (.pdf or email) format.**

5.3 Subconsultant Coordination

Kimley-Horn will coordinate with the subconsultants enumerated in the subconsultant section of this letter agreement as required. Kimley-Horn will establish the subconsultants' scope of services as required for the Project and approved by the Town. Kimley-Horn will perform the following services as part of this task:

- Prepare an exhibit to delineate the extent of the project area for the subconsultant
- Meet with the subconsultant to review the project area and requirements.
- Work with the subconsultants to schedule their work and deliverable turnarounds
- Review the subconsultants' deliverables for completeness in accordance with attached scope and information required for design.



TASK 6 – BID ASSISTANCE

Kimley-Horn will prepare a project manual for the project for use during bid, contract award, and construction. The project manual is expected to consist of standardized contract documents provided by the TOWN in Microsoft Word (.doc or .docx) format, which will be updated for this project by Kimley-Horn and reviewed for completeness and accuracy by the TOWN.

The expected components of the project manual are:

- Contract for Construction
- Change Orders
- Field Orders
- General Conditions
- Supplementary Conditions
- Agency Approved Design Plans
- Bid Documents, including but not limited to: Invitation to Bid, Addendum, Instructions to Bidders and Bid Form provided by Contractor
- Notice of Award and Notice to Proceed

Kimley-Horn will submit electronically for review by the TOWN and TOWN's attorney prior to commencing the bidding process. Kimley-Horn will address one (1) round of comments and resubmit any altered sections of the Project Manual. Additional rounds of comments shall be addressed as additional services.

Kimley-Horn will assist during the Bid and Award Phase of the project by providing the following services to the Client:

- Attend one (1) pre-bid conference after project bid is advertised by the TOWN.
- Prepare up to three (3) bid addenda in response to bidders' request for information ("RFIs").
- Attend one (1) bid opening meeting.
- Tabulate all bids received and provide a written evaluation of up to three (3) of the lowest responsible responsive bidders' bid package submittal for use by the Town in evaluating the responsiveness and responsibility of bidders.
 - bidders to provide references for each bidder
 - responsiveness evaluated on the thoroughness of the bid response package
 - score based on the criteria

This task assumes that the project will only be bid one time. Additional bid packages or effort associated with rebid of the project shall be addressed as additional services.

Deliverables:

- **Electronic copy (.pdf) of Draft Project Manual;**
- **Electronic copy (.pdf) of Bid Project Manual;**
- **Electronic copy (.pdf) of Bid Evaluation;**
- **Up to five (5) hard copies and electronic copy (.pdf) of Construction Project Manual.**

TASK 7 – POST DESIGN ASSISTANCE

- 7.1 Kimley-Horn will aid the Town by performing those duties typically assigned to the design professional. Under this task, Kimley-Horn will:
- Coordinate, attend, prepare agenda for, and meeting minutes after, a pre-construction meeting with the Town's selected Contractor;
 - Coordinate, attend, prepare agenda for, and meeting minutes for bi-weekly meetings with the Town's selected Contractor during construction (up to 8 meetings);
 - Review contractors submittals/shop drawings and material submittals for conformance with the construction documents (up to 4 consolidated reviews). Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - Review Contractor's Monthly Pay Applications and provide comments to the Contractor for revision and/or recommendations to the Town for payment (up to 4 reviews for % completion)
 - Kimley-Horn will receive requests for information (RFIs) and provide responses in a
 - Consultant may recommend Change Orders to the TOWN and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. The TOWN shall approve or disapprove change orders. Consultant will review up to five (5) Change Order requests from the Contractor. Consultant will issue up to five (5) Work Change Directives ("WCD") on behalf of the Town during the course of construction.
 - Review as-built survey prepared by Contractor's registered Surveyor (up to 3 reviews);
 - Prepare project certifications as required for Project permit closures by regulatory agencies if appropriate based upon the Engineer's professional judgement and field observations;

In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the TOWN.



TASK 8 – PART-TIME RESIDENT PROJECT REPRESENTATIVE

Kimley-Horn will serve as Part-Time Resident Project Representative (RPR) for the project. Under this task, Kimley-Horn shall:

- 8.1 Perform on-site field observations of the construction progress for up to five (5) hours per week as coordinated with the Town and Contractor. As part of the field observations, Kimley-Horn shall:
- Attend weekly Project progress meetings at the Project site with Town and Contractor personnel;
 - Attend a punch list development meeting with the Town and Contractor at the time of substantial completion;
 - Track the developed punch list after issuance of substantial completion and notify Town and Contractor of progress;
 - The Consultant shall not be responsible for the testing of materials during the Project, this effort will be completed by a firm hired by the Contractor. Kimley-Horn will coordinate with this Contractor for close-out documents required to verify substantial completion.

In addition to part-time on-site observations, the following services will be provided:

- Facilitate and attend up to one (1) pre-construction conference between the Town, Contractor and Utility Owners prior to mobilization of Contractor;
- Prepare and distribute bi-weekly field reports summarizing the field observations for each week of construction and describing the general working conditions, areas of construction activity, tests performed and special or unusual events;
- Recommend to the TOWN that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents;
- Coordinate with the Contractor and Town the timing of field visits to provide effective use of the RPR's time at the Project site;
- Review additional closeout documentation provided by the Contractor at the end of work and provide comments to the Town (Releases of Lien, Warranty Letter, and Affidavit);
- Schedule a Warranty Inspection for a date approximately 11 months after substantial completion with Town staff and the Contractor.

Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results



certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to the TOWN, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant will review up to four (4) monthly Applications for Payment from the Contractor during construction provide comments, as necessary.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the TOWN free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the TOWN and Contractor that might affect the amount that should be paid.

Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the TOWN and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the TOWN, Consultant considers the Work substantially complete, Consultant will notify the TOWN and Contractor. Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. "As-Built" drawings will also be provided to Engineer of Record or the Town Engineer for their review and use in developing documents/application packages for closing all necessary permits.

If and when the work of Contractor is generally in accordance with the Contract Documents and the final punch list the Consultant may recommend, in writing, final payment to Contractor.



Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the TOWN a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The TOWN agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the TOWN and the Consultant for all claims and liability arising out of job site accidents; and that the TOWN and the Consultant shall be made additional insurers under the contractor's general liability insurance policy.

SUBCONSULTANTS

The following subconsultant services are anticipated in the execution of the Scope of Services. An estimated budget for subconsultant services of \$60,000 has been included. Should services required for completion of the Project exceed this amount they shall be paid directly by the Town or only upon execution of a supplemental work order.

Geotechnical Engineering

Kimley-Horn will retain NV5 to preform geotechnical engineering services for the Project. The scope of geotechnical engineering services will be as required for the Project and approved by the Town.

Surveying

Kimley-Horn will retain Cousins Surveyors & Associates for surveying services for the Project. The scope of surveying services will be as required for the Project and approved by the Town.

Subsurface Utility Engineering and Surveying

Kimley-Horn will retain Blood Hound (or other provider) to preform subsurface utility engineering (SUE) services for the Project. The scope of SUE services will be as required for the Project and approved by the Town.

Existing Sewer Data Collection

Kimley-Horn will retain ADS (or other provider) to preform data collection services for the Project. If the data collection scope of services will be as required for the Project and approved by the Town.



FEE AND BILLING

Kimley- Horn will perform the services described in the Scope of Services for the fees below. Payment to Kimley-Horn will be in accordance with the general services agreement. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the receipt of the invoice.

<i>Task</i>	<i>Description</i>	<i>Lump Sum Fees</i>
1	Permit Documents	\$35,000.00
2	Utility Coordination (ALTERNATE)	\$15,000.00
3	Dewatering Documents and Regulatory Assistance (ALTERNATE)	\$16,000.00
4	Regulatory Assistance	\$12,000.00
5	Project Management and Coordination	\$17,000.00
6	Bid Assistance	\$12,000.00
7	Post Design Assistance	\$20,000.00
8	Part Time Project Representative	\$25,000.00
	Subconsultant Fee Budget	\$60,000.00
	Reimbursable Fee Budget	\$5,500.00

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. Expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage are included in the lump sum and hourly fees. In addition, Kimley-Horn estimates a \$5,500 budget for permitting fees incurred in Task 4.

We appreciate this opportunity to submit a letter agreement. Please contact me at 305-535-7720 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



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 _____, 2020

By: _____

Title: _____

_____, Witness
(Print or Type Name)

Official Seal:

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 22.

ITEM: Consideration and Approval of a request from One Kane Concourse, LLC for extension of time to submit the Building Permit for project to be located at 9551 East Bay Harbor Drive. Enclosed is a copy of the request letter and other supporting documents.

DESCRIPTION:

On December 22, 2020, Town staff met with the property owner to discuss certain proposed revisions to the approved site plan located at 9551 East Bay Harbor Drive. One item discussed was whether the site plan approvals had lapsed for failure to timely request an extension. The property owner informed us that she timely requested an extension from the previous Town Manager JC Jimenez but received no response.

The approved site plan was subject to a Gateway Zoning Site Development Plan (“Gateway Plan”). The Gateway Plan was approved by the Town Council on April 19, 2017 (“Approved Gateway Plan”). Pursuant to the Approved Gateway Plan, the property owner had one (1) year to submit a building permit. One condition of the Approved Gateway Plan was that “ny request for extension [to the one (1) year required to submit the building permit] shall come before the Town Council, regardless of any other legal basis for an extension.” A copy of the Approved Gateway Plan is attached.

Therefore, as a preliminary matter, the Town Council must decide whether it will approve an extension of time to prove an extension to submit the building permit nunc pro tunc based upon the alleged timely request of the property owner that was not placed before the Town Council.

Enclosed is a copy of the letter and other supporting documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. One Kane Concourse - Building Permit Extension Letter

2. One Kane Concourse - Plan Review Report
3. 2119- 9551 EBHD- TC Approval



January 6, 2021

VIA EMAIL: FRANK@FRANKSIMONE.COM;
MSLADAY@BAYHARBORISLANDS-FL.GOV;
AND ACHANG@BAYHARBORISLANDS-FL.GOV

Mr. Frank Simone
Town Attorney
TOWN OF BAY HARBOR ISLANDS
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

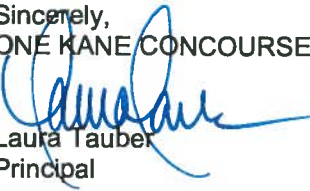
RE: One Kane Concourse, LLC
Folio Number: 13-2227-001-0010
Process Number: B18-000378

Dear Mr. Simone:

One Kane Concourse, LLC, the owners of the property located at 9551 East Bay Harbor Drive previously submitted a building permit application for the One Kane Concourse project under process number **B18-000378**. Please see enclosed document entitled in part "plan review report" which shows comments from the Town through December 10, 2019. Subsequently, One Kane Concourse, LLC had additional communications with the previous Town Manager, JC Jimenez, wherein he assured One Kane Concourse, LLC that the entitlements and the Building Permit for the One Kane Concourse properties would remain valid and in full force and effect due to the COVID public health emergency and the Governor Orders mandating same.

This letter serves to notify the Town of One Kane Concourse, LLC's intent to exercise the tolling and extension of Building Permit no. **B18-000378 (the "Building Permit")**, pursuant to Section 252.363, *Florida Statutes*, and **Executive Order Nos. 20-52, 20-114, 20-166, 20-213, 20-276, and 20-316 (COVID-19 Public Health Emergency), and 20-277 (Tropical Storm Eta) (collectively the "Executive Orders")**. The total tolling period for the COVID Executive Orders is at least 355 days (March 9, 2020 through February 27, 2021) + 6 months. The tolling period for Tropical Storm Eta is wholly encompassed by the tolling period related to the COVID Executive Orders; however, the six-month extension pursuant to Tropical Storm Eta is still applicable. The last activity on the Building Permit was December 10, 2019; therefore the Building Permit would have expired on June 10, 2020 without the above mentioned Executive Orders. Given the Executive Orders, the new expiration date of the building permit is no sooner than **May 31, 2022** (June 10, 2020 + 355 + 12 months).

Sincerely,
ONE KANE CONCOURSE, LLC.



Laura Tauber
Principal

cc: Maria Lasday
Town Manager

Alba Chang
Town Clerk



Plan Review Report

Permit Number: B18-000378

Applicant:

Name:

Phone:

Project Description:

New Commercial Building

Parcel:

Parcel Number: 1322270010010

Zoning:

Address: 9551 East BAY HARBOR Drive

Lot(s): 1-2 Block: 1

Owner:

Name: ONE KANE CONCOURSE LLC

Phone:

Contractor:

Contractor Type:

Name:

Phone:

Approvals:

Building Inspector Review: Eliezer Palacio, Status: Disapproved Start Date: Completed Date: 12/06/2019

1. -NEED TO UPDATE ALL N.O.A. ON PLANS EXAMPLE: 15-1215.09, 13-0219.23, 15-0406.01.
2. -NEED CLARIFY DETAIL 3/A-905 TERRACE RAILING MISSING MISSING.
3. -NEED TO CLARIFY ON DETAIL 1/A-905 NEED TO SHOW CURB @ FLOOR LEVEL OR BARRIER FOR EDGE PROTECTION AS PER F.B.C. 1010.10.
4. -NEED TO TO SHOW MIN. 98" CLEAR FOR VAN PARKING AS PER F.B.C.-A 502.5.
5. -DO NOT REMOVE VOID SHEETS. CLOUD-IN ALL CHANGES. PROVIDE RESPONSE SHEET ADDRESSING EACH OF THE COMMENTS AND INDICATE THE SHEET IN WHICH CORRECTION IS FOUND. ADDITIONAL COMMENTS MAY BE PENDING AFTER REVIEW OF THE REQUESTED DOCUMENTS AS LISTED ABOVE.
6. -NEED A THRESHOLD INSPECTION PLAN AS PER F.B.C. 110.8.
7. -A PRE-CONSTRUCTION MEETING IS REQUIRED WITH THRESHOLD INSPECTOR BEFORE PERMIT APPROVAL. 107.
8. -NEED D.E.R.M. W.A.S.D., FIRE, IMPACT FEES APPROVAL.
9. -NEED TRADE APPROVALS.
10. -SHOW A COMPLETE FLOOD LEGEND (FINISHED FLOOR ELEVATION, LOWEST ELEVATION OF EQUIPMENT, FLOOD ZONE, PANEL NUMBER, BASE FLOOD ELEVATION, HIGHEST CROWN OF ROAD, LOWEST AND HIGHEST ADJACENT GRADE, ETC) AS PER FBC 107.3.5, AND AS PER. ASCE-24.
11. -PROVIDE SURVEY AND ELEVATION CERTIFICATE (CONSTRUCTION DRAWINGS) LESS THAN 1 YEAR OLD. THE SURVEY AND ELEVATION CERTIFICATE SHALL COMPLY WITH THE REQUIREMENTS OF FEMA ASCE-24(ORIGINAL, (NEED SURVEYOR ORIGINAL SIGNATURE ON SURVEY AND ELEVATION CERTIFICATE). AS PER F.S. 472.025.). (NEED TO COORDINATE SURVEY, ELEVATION CERTIFICATE, AND PLANS).
12. -BUILDING SHALL COMPLY WITH F.B.C. 1612.4 DESIGN AND CONSTRUCTION, 1612.5 FLOOD HAZARDS DOCUMENTATION ITEM (1) & AS PER F.B.C. 105.4.1, 110.1 & ASCE 24 SECTIONS TABLE 2-1 B.F.E. (BASE FLOOD ELEVATION) + 1 MINIMUM REQUIREMENTS & ASCE 24 SECTIONS 2.7, 2.7.2.2 ENGINEERED OPENINGS, 2.7.3 INSTALLATION OF OPENINGS & ASCE 24 SECTION 7.5 ELEVATORS & ASCE 24 SECTION 8.1.
13. -NEED TO REMOVE NOTE FROM PLANS "NOT FOR CONSTRUCTION" (STRUCTURAL PAGES.)

Electrical Review: Darrell De Young, Status: Approved Start Date: Completed Date: 09/29/2018

Mechanical Review: Juan Zuniga, Status: Disapproved Start Date: Completed Date: 10/03/2018

1. Project Name: One Kane Concourse Project address: 9551 East Bay Harbor Drive, Bay Harbor Islands, FL 33154 Permit: B18-000378 Plan reviewer: Town of Bay Harbor Islands, Juan Zuniga (FL State Lic. PX3433) Plan review result: Denied. FBC107.2 Mechanical Plan Review Comments: 1. Plans shall be approved by Zoning, MDFD, Structural approval of all roof mounted equipment. 2. Submit Heat Load Calculations 3. Submit Energy Calculations 4. Submit Special Inspector Smoke Control Rational Analysis 5. Show Garage Ventilation Calculations and note gate C.O. Sensors shall have Nitrogen Dioxide sensors as required by FMC 404.1 6. Add specific ductwork notes if using oval, high pressure, internal insulated, low noise ducts for this project (if each unit is 15,000 cfm x 2 = 30,000 cfm) if the static pressure doubles to 7" wg. 7. M-104/M-201 Lobby AC missing outside air, supply air duct missing fire damper at bathroom wall penetration. There shall be no return air opening inside elevator foyer plenum. 8. M-207 Bathroom WSHP missing outside air duct with motorized damper and volume damper. 9. M-208 Smoke exhaust ducts are discharging near all fresh air intakes 10. M-300 Fans Schedule missing smoke exhaust fans and smoke exhaust fans Remarks. Corrections require to HVAC requirement to show "fire rated enclosure", "smoke control" 11. M-400 Garage exhaust fans riser detail shows 2 fans in the same riser. Janitor exhaust riser not showing continued enclosure up to the roof discharge. 12. M-401 Show barometric dampers at both stairwell riser drawing. 13. Show fireman's smoke control graphic panel drawing 14. M-208 cooling tower does not show heat exchangers, pumps, etc. reheat when needed for cold weather. 15. M-401 condenser water piping risers show all piping of same size for return and supply water. Pipe size may need to be calculated for pressure drop. Show material, UL listings and type of pipe assembly required. Show piping all the way down to lobby units. 16. M-500 Details for smoke control sequence and other details like restaurant sequence for scrubber may not apply to this project.

Plan Review: Luis E. Rodriguez, P.E. Civil Engineer, Status: Disapproved Start Date: 12/10/2019 Completed Date: 12/10/2019

1. General - Provide topographic survey of property
2. C-1 Provide calculations / justification for drainage well. (assumptions, conditions, etc for well design)
3. C-1 Provide calculations for sized exfiltration trench (38 LF)
4. C-1 Section A-A show swale elevation +3.71. However drains #3, 2 , 1 and 4 call for Rim elevation 5.0. Please clarify
5. C-1 Provide crosssection C Southern PL
6. C-2 Pavement markings in ROW to be thermo plastic (i.e. stop bars)
7. C-3 Provide/verify existing sewer lateral size and condition
8. C-3 Coordinate location of BFP with FDEP FD-100
9. C-4 Provide copy/proof of notice of intent (NOI) or application for FDEP permit
10. C-7 Please specify the asphalt mix to be used

Plumbing Review: Johnny Lindgren, Status: Disapproved Start Date: Completed Date: 10/03/2018

1. Need DERM plan review and approval 2. Need DERM Sewer Allocation Letter 3. Need DERM F.O.G approval on grease interceptor 4. Need approval from Town of Bay Harbor Islands Public Work's Department 5. Secondary emergency overflow roof drainage not shown on all roofs.

Public Works Review: Randy Daniel, PE, Status: Disapproved Start Date: Completed Date: 12/18/2018

1. See comments under documents tab

Structural Review: Jaime Eisen, P.E., Status: Disapproved Start Date: Completed Date: 10/17/2018

1. See comments attached (Click on Documents Tab)

Town Planner Review: Edward Ploski, Community Planner (954) 757-9909, Status: Disapproved Start Date: Completed Date: 10/09/2018

1. See comments attached (Documents Tab)

RESOLUTION NO. 2119

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING THE GATEWAY ZONING SITE
DEVELOPMENT PLAN APPLICATION FOR THE
ONE KANE CONCOURSE PROJECT.**

WHEREAS, on October 11, 2016, One Kane Concourse, LLC (hereinafter the “Applicant”), filed a revised site plan for a property on Lots 1 and 2 zoned Gateway. Applicant’s site plan requests approval for a commercial building, consisting of six (6) stories and two (2) levels of below grade parking located thereupon at 9551 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 1 & 2 of Block 1 “Bay Harbor Island” according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida;

(hereinafter the “Project” or “Site Plan”); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands’ Code of Ordinances (hereinafter the “Code”); and

WHEREAS, on January 18, 2017, the Town’s Planning and Zoning Board, after Notice of the Public Meeting was properly provided, approved the Site Plan, pursuant to Section 5-23.1(a) of the Code, with the conditions set forth in Resolution No. 2112.

WHEREAS, on February 2, 2017, Applicant filed an Application for Gateway Zoning Site Plan Approval pursuant to the requirements set forth in Section 23-21(i) of the Code, along with a traffic study, as requested by the Town Manager (“Gateway Application”).

WHEREAS, on April 19, 2017, the Town Council, after Notice of the Public Meeting was properly provided, approved the Gateway Application and Site Plan pursuant to Section 23-21(g) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. Findings. The Town Council finds that the Applicant has met its burden of proof. The Gateway Application and the Site Plan are consistent with the criteria set forth in Section of 23-21(g)(1) through (7) of the Code. Specifically, the Town Council finds that:

- a. The Site Plan complies with the standards contained in 23-21(g);
- b. The Application will have a favorable effect on the economy of the Town;
- c. The Application will not generate or result in excessive noise or traffic congestion;

- d. The Application will not cause an undue or excessive burden on public facilities which have been constructed or which are planned and budgeted for construction;
- e. The Application will not cause excessive overcrowding or concentration of people or population;
- f. The Application will be compatible with the surrounding area and its development in scale; and
- g. The Application is a reasonable use of property and results in a public benefit.

The Town Council therefore approves the Application and Site Plan dated October 11, 2016, pursuant to Section 21-21(g) of the Code, subject to the below conditions.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. Conditions of Approval.

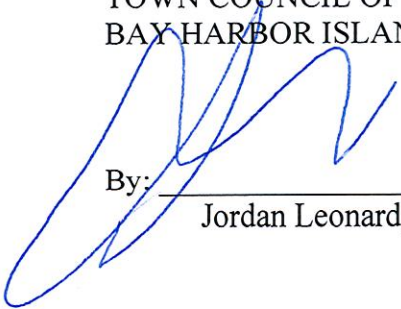
- A. This approval is based on the Gateway Application and Site Plan dated October 11, 2016 that was approved by the Planning and Zoning Board on January 18, 2017, and incorporates conditions A-D, F-G, and I-J set forth in Resolution No. 2112. Any modifications thereto shall require separate approvals from either staff, the Planning and Zoning Board, or the Town Council as specified in the Code.
- B. Applicant shall have one (1) year to submit a building permit. Any request for an extension shall come before the Town Council, regardless of any other legal basis available for an extension.
- C. The building shall be LEED certified.
- D. Applicant shall not demolish the existing building until it receives a building permit.
- E. The First floor shall have a restaurant or non professional office use, unless otherwise approved by the Town Council.
- F. Applicant shall have an adequate amount of valet attendants at all times, and subject to the requirements of the Town Manager.
- G. All conditions shall constitute covenants running with the land and shall be obligations of the present and all future owners of the building.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

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

PASSED this 19th day of April, 2017.

TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS



By: _____

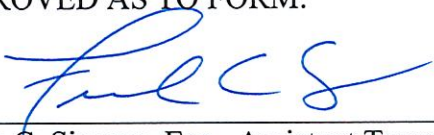
Jordan Leonard, Mayor

ATTEST:



Marlene Siegel, Town Clerk

APPROVED AS TO FORM:



Frank C. Simone, Esq., Assistant Town Attorney

AGENDA ITEM REPORT

January 13, 2021

ITEM NUMBER: 23.

ITEM: Discussion and possible action regarding the installation of Automatic Vehicle Locating Service (AVLS/GPS) devices for all Town owned vehicles. Enclosed is a Memorandum provided by Lt. Johnson and other supporting documents.

DESCRIPTION:

At the October 28th, Regular Council Meeting, the Town Council directed staff to research and obtain new cost estimates for vehicle locating services (AVLS/GPS) for all of Town owned vehicles.

Below is a breakdown of the proposals received for the first five years.

	Startup + 1 st Year (Equip/Monitoring)	2 nd – 4 th Year (Monitoring Only)	5 Year total
Trackstar	\$14,831.00	\$5,800 - Annually	\$42,091.00
Verizon Connect	\$10,687.80 **	\$10,687.80 – Annually	\$53,439.00
Enterprise Fleet Management	No Response to emails and phone calls		
AT&T	\$16,233.00	\$12,408.00 – Annually	\$65,865.00
Fleet Complete			

Contract renewal details:

TrackStar and Verizon have a one (1) year subscription. At the end of the year the customer has the option to renew or not.

AT&T Fleet Complete requires a three (3) year contract with an early termination fee of \$9400.00

Enclosed is a Memorandum provided by Lt. Johnson which summarizes the cost estimates and services to be provided.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

This is not a budgeted expense and will require an appropriation from the General Reserves Fund.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. Lt. Johnson Memorandum
2. Trackstar
3. Verizon
4. AT&T Fleet Complete



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Raul Diaz
Chief of Police

Date: December 17, 2020

From: Curtis Johnson
Lieutenant

Subject: Automatic Vehicle Locating Service (AVLS)

I reached out to the following companies at the request of Town Manager Lasday for quotes on installation and monitoring software for GPS tracking units for all vehicles owned by the Town.

Prior to this being assigned to me a quote was obtained from TrackStar for 40 vehicles. Upon receiving the project, I contacted the other department heads to obtain a list of their vehicles. The Town actually has a total of 47 vehicles. The quote received and attached from TrackStar shows for only 40 vehicles. I have adjusted the quote in my below graph to reflect 47 vehicles.

The breakdown is as follows for the first five years for all of the companies.

	Startup + 1 st Year (Equip/Monitoring)	2 nd – 4 th Year (Monitoring Only)	5 Year total
Trackstar	\$14,831.00	\$5,800 - Annually	\$42,091.00
Verizon Connect	\$10,687.80 **	\$10,687.80 – Annually	\$53,439.00
Enterprise Fleet Management	No Response to emails and phone calls		
AT&T Fleet Complete	\$16,233.00	\$12,408.00 – Annually	\$65,865.00

The type of equipment being utilized:

All of the equipment / tracking devices are plugins. The device plugs directly into the vehicle's OBD-II port and will send an alert if it is unplugged by the operator. All of the tracking units have a built-in battery backup in case of power loss from the vehicle. Any vehicle manufactured after January 1, 1996 was required to have the OBD-II systems. All of the vehicles owned by the Town are newer than 1996 and have the OBD-II ports.

** Verizon does not charge for the equipment, setup and training.

Bay Harbor Islands Police Department

Interoffice Memorandum

Speed of the network:

Trackstar and Verizon are utilizing the 4G LTE technology in their tracking units.

AT&T Fleet Complete is utilizing the FirstNet network. The FirstNet Network is the first high-speed, nationwide wireless broadband network dedicated to public safety. FirstNet is moving away from 4G LTE to a 5G network.

The difference between 4G LTE and 5G is the different suite of spectrum utilized, allowing the 5G to deliver better connection speeds and more capacity for higher volumes of traffic. The 5G rollout is still in its early stages and coverage remains rather limited. Traditionally the data transfer rate of the devices does not require high speed connections. Companies are moving to the high speeds for the addition of in-car video which requires more bandwidth.

Ability to monitor driving habits – All vendors can track and report on driving behaviors like:

- Idling
- Speed
- Rapid Acceleration
- Hard Cornering
- Hard Braking

All companies have the ability to also monitor vehicle diagnostic data and can obtain engine performance information from the vehicle which can aid in diagnosing mechanical issues at an additional cost.

Contracts:

TrackStar and Verizon have a one (1) year subscription. At the end of the year the customer has the option to renew or not.

AT&T Fleet Complete requires a three (3) year contract with an early termination fee of \$9400.00

**Track Star International, Inc.**

9222 Beach Drive SW

Unit 5

Calabash North Carolina 28467

800-661-3515

<http://www.trackstar.com>

Estimate

TS2655

Bill To**Town of Bay Harbour Islands**

9665 Bay Harbour Terrace

Bay Harbour Islands, FL 33154

U.S.A

Estimate Date : 11.24.2020

Sales person : KM

*Quotation Expires 30 days from Estimate Date

#	Item & Description	Qty	Rate	Amount
1	SOF-00001 Track Star AVLS System 6.x: AVLS Server, GeoStream, Mosquitto MQTT Broker, AVLS WebApp, AVLS Client, SQL Server Express, purchase vehicle license separately per vehicle	1.00 N/A	1,000.00	1,000.00
2	SVC-10002 Remote Software Installation Services, 4 hour block time	1.00 N/A	600.00	600.00
3	SVC-10003 Remote Software Training, 2 hour block time	1.00 N/A	400.00	400.00
4	SVC-00007 Track Star AVLS On-Premise Vehicle License, Annually recurring, includes base mapping, aerial imagery, point address data and clustering functions, includes 25Megs cellular (VZW) data	40.00 N/A	145.00	5,800.00
5	PRD-00610 LMU2630 Cat M1 Multicarrier AVLS, AVLS Config	40.00 pcs	128.00	5,120.00
			Sub Total	12,920.00
			Total	\$12,920.00

Notes

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

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

Thank you for the opportunity to provide this quotation and we look forward to receiving your business!

Quote Approved by: _____ **Date:** _____

2002 Summit Blvd., Suite 1800
Atlanta, GA 30319
Fax: (781) 577-4793

SERVICES ORDER FORM

Customer Service: 1-844-617-1100
Customer Service:
reveal.support@verizonconnect.com
www.verizonconnect.com



GENERAL INFORMATION				
Order Date: December 14, 2020	Customer Reference Number:		VCF Salesperson Name: Patrick Nuciforo	Region: VZT
Company Name: Town of Bay Harbor Islands			Officer or Owner: Curtis Johnson	Telephone: (305) 866-6242
Address (Mailing or Invoicing Address): 9665 BAY HARBOR TER			Officer/Owner Email Address: cjohnson@bayharborislands.net	Cell Phone:
City: MIAMI BEACH	State: FL	Zip Code: 33154-2005	Installation Contact if other than Officer/Owner:	Telephone:
Please advise your VCF scheduler if there are multiple shipping or installation addresses			Accounts Payable Contact, if other than Officer/Owner:	Telephone:
			Email:	

SUBSCRIPTION SERVICES:			
QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
47	Vehicle Tracking Subscription	18.95 USD	890.65 USD
47	Engine Connect Data Subscription	0.00 USD	0.00 USD
47	Driving Style Subscription	0.00 USD	0.00 USD
47	30 Second Plotting Subscription	0.00 USD	0.00 USD

TOTAL MONTHLY AMOUNT		890.65 USD
Agreement Length: 12 Months from the Subscription Start Date. The "Subscription Start Date" is the earlier of (i) the date of installation of any Equipment or (ii) 90 days from the execution of the Services Order Form.		Excludes Applicable Taxes and Fees

ONE-TIME FEES (per Occurrence):			
QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE
	Total One-Time Fees		0.00 USD
COVERT INSTALLATION: Unknown		EXCLUDES APPLICABLE TAXES AND FEES	

ORDER TERMS:	
Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect NWF Inc.(VCN) (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #022217-NWF) that are in effect as of the date the order was received by VCN ("Sourcewell Contract"). The Sourcewell Contract terms and conditions are available at https://www.sourcewell-mn.gov/cooperative-purchasing/022217-nwf . If, in accordance with the terms of the Sourcewell Contract, Customer and VCN have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order.	
INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):	

Customer Name: Town of Bay Harbor Islands	
By (signature)	Date:

AT&T Fleet Complete

AT&T Fleet Complete
3455 Peachtree Road NE
Atlanta, GA
30326

QUO-55432-H2L1V9

Effective Date: 12/16/2020

From: Jessica Dives
USA
Jessica.Dives@fleetcomplete.com
979-888-4285

Client: The Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, US-FL 33154
USA

Ship To: The Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, US-FL 33154
USA

PRODUCTS

Quantity	Product Code	Product Type	Product Description	Unit Price	Total	Total ETF
47	102634 FT2- FT Advanced	Kit-1		\$80.00	\$3,760.00	\$200.00
1	101026 Shipping- Ground Shipment 41-50	Shipping		\$65.00	\$65.00	
47	103611 : AT&T FN : : : FT2FN	Hardware		\$0.00	\$0.00	
47	102755 FT2 OBD cable	Accessory		\$0.00	\$0.00	
47	103605 Tracker - Fleet Complete	Platform		\$0.00	\$0.00	

SUBSCRIPTIONS

Quantity	Product Code	Frequency	Price	Total
47	100386 Fleet Complete Fleet Tracker 18	Monthly	\$18.00	\$846.00
47	100620 FirstNet 10MB data plan	Monthly	\$4.00	\$188.00
47	100630 FirstNet free texts	Monthly	\$0.00	\$0.00

ADDITIONAL TERMS AND CONDITIONS

Contract Length:	36 Monthly Terms	Telecommunications Service Provider (TSP):	AT&T
Above prices valid for:	30 days after Effective Date	Total Early Termination Fee (ETF):	\$9400.00
Total Upfront Fees:	\$3,825.00	Fees (Monthly):	\$1,034.00

ORDER COMMENTS/SPECIAL INSTRUCTIONS/INSTALLATION INSTRUCTIONS

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- 1) Sales taxes are not included. Any applicable sales tax will be included on the invoice to the Client.
- 2) A maximum of 8 product installations may be included in a single trip. Additional product installations will require supplementary trip fees.
- 3) Computers must meet the following minimum requirements to run the AT&T Fleet Complete or Courier Complete applications: Windows 7 Professional with latest Windows Updates, minimum 1GB of memory, 64MB or higher video card with a 1024 x 768 or greater screen resolution and the latest version of the Microsoft .NET framework. Courier Complete also requires at least one database server running Windows 2008 Server and SQL Server 2008. It is also recommended having a separate Courier Complete web server running Windows 2008 Server.
- 4) Additional installation/data fees may apply. Please speak to your AT&T Fleet Complete representative for more information.
- 5) To view the complete terms and conditions of the End User License Agreement go to: <https://att.fleetcomplete.com/eula>
- 6) To view the technical Support Terms and conditions go to: <https://att.fleetcomplete.com/supportandmaintenance>
- 7) To view the terms and conditions of the Limited Hardware Warranty go to: <https://att.fleetcomplete.com/limitedhardwarewarranty>
- 8) To view the terms and conditions of the Self Installation Limited Liability Agreement please go to: <https://att.fleetcomplete.com/attinstallerguidebook>
- 9) At such time when products are not available or updated products are introduced, AT&T Fleet Complete reserves the right to deliver an equivalent valued product with equivalent functionalities provided to its Clients.
- 10) Orders are shipped within 3-4 business days. Shipping and delivery dates are not guaranteed.
- 11) Upfront charges will be applied to the credit card by AT&T Fleet Complete in the event Bill-to-Mobile is not available.

Client Authorized Signature:

Date:

Print Name:

Curtis Johnson