



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA **REGULAR VILLAGE COMMISSION MEETING**

VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

TUESDAY, APRIL 25, 2017
7:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL 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. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

B. SPECIAL PRESENTATIONS

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. GRANT WRITER'S REPORT

5. ADVISORY BOARD REPORTS

A. ANIMAL CONTROL ADVISORY BOARD

B. BUSINESS DEVELOPMENT ADVISORY BOARD
None

C. CITIZENS BUDGET & OVERSIGHT BOARD

D. COMMUNITY ENHANCEMENT BOARD

E. PLANNING & ZONING BOARD

6. VILLAGE MANAGER'S REPORT

7. VILLAGE ATTORNEY'S REPORT

8. CONSENT AGENDA: (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE CITY OF FORT LAUDERDALE; SETTING AN EFFECTIVE DATE. (*INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON*)

The proposed Resolution will allow the rendering of assistance between both municipalities during a law enforcement emergency.

B. A RESOLUTION OF THE COMMISSION OF NORTH BY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. NBV 2017-001 FOR THE WATER METER REPLACEMENT PROGRAM TO SANCHEZ ARANGO CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (*INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON*)

The proposed Resolution seeks to award a bid to Sanchez Arango for the Village's Water Meter Replacement Project, which will include replacement of water meters, replacement of meter boxes, and installation of service lines associated with related valves and fittings as necessary.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE THE PURCHASE OF TWO VACANT PARCELS OF LAND AT 7631 AND 7701 COQUINA DRIVE, NORTH BAY VILLAGE; FURTHER AUTHORIZING THE VILLAGE MANAGER TO OBTAIN A CURRENT LAND SURVEY AND AN INDEPENDENT APPRAISAL OF BOTH PARCELS; SUBMITTING THE CONTRACT PROPOSAL TO THE VILLAGE COMMISSION FOR CONSIDERATION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the Village Manager to enter into discussions with the owner of the properties, Mrs. Phyllis Sepe, regarding the purchase of the lands for a potential park on North Bay Island.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PLEDGING TO INCREASE THE UTILITY RATES NECESSARY TO FUND THE DEBT SERVICES ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) LOANS FOR THE WATER MAIN REHABILITATION PROJECT AND THE WATER METER REPLACEMENT PROJECT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution provides assurance to the Florida Department of Environmental Protection (FDEP) that the Village will raise the water and sewer rates in an amount sufficient to repay the loans from FDEP for utility infrastructure improvements.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH FRANCO GOVERNMENT RELATIONS, INC. FOR FEDERAL LOBBYING CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the continuance of services by Franco Government as the Village federal lobbyist to pursue funding and legislative issues in Washington, D.C.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH GOMEZ BARKER ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution calls for the renewal of a contract for lobbying services before the State of Florida for funding assistance for various Village infrastructure projects.

1.) Commission Action

9. ORDINANCES FOR FIRST READING AND RESOLUTIONS

10. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND

READING: Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, IN THE CL, LIMITED COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; FINDINGS; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

1.) Commission Action

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

1.) Commission Action

- C. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – SECOND READING**

1.) **Commission Action**

11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
13. **COMMISSIONERS' REPORTS**
14. **APPROVAL OF MINUTES – COMMISSION MEETINGS**
15. **ADJOURNMENT**



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030

Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: 4/18/2017
Reporting Period: March 1, 2017 – March 31, 2017

Grants Submitted this Reporting Period:

1. Florida Department of Transportation- Transportation Improvement Program

- a. **Date Submitted:** March 31, 2017
- b. **Project Title:** North Bay Village Boardwalk Construction
- c. **Amount Requested:** \$1 Million
- d. **Match Requirement:** Any amount above \$1 million
- e. **Project Summary:** Funding was requested to begin construction of the Village Boardwalk. The Village is now conducting the design phase of this project. If awarded funding from FDOT, the project will be scheduled into FDOT's work plan for FY2023.

Grants "Under Construction"

The following grants are currently open and being considered by the Village.

1. Florida Department of Environmental Protection – Land and Water Conservation Fund

- a. **Date Due:** May 5, 2017
- b. **Project Title:** North Bay Village Boardwalk Construction
- c. **Funding Available:** \$200,000 max
- d. **Match Requirements:** \$1:\$1 (\$200,000)
- e. **Project Summary:** Funding will be requested to support the construction of the Village Boardwalk upon completion of the design and permitting phase.

Grant Updates

1. Grant Reporting Activities

- a. Completed Quarterly Programmatic Reports for Two (2) FDLE- Justice Assistance Grants for the Police Department's Automated External Defibrillator Project.
- b. Completed Fiscal Report for State Revolving Loan Fund



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2. Grant Contract Activities

- a. Worked with Village Staff to complete workplan and support documents for the Town's TMDL Grant in the amount of \$150,000 awarded by Florida Department of Environmental Protection.
- b. Worked with Village Staff to complete contract documents (Press Release, Upload Trainings, Prepare Letters) to begin the High Visibility Enforcement project (\$2,000 award from University of South Florida/FDOT)
- c. Completed Desk Monitoring Report for the Village's FDLE- Justice Assistance Grant for the Police Department's AED Project (County)



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VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION

APRIL 25, 2017

- 1. FINANCE DEPARTMENT OVERVIEW**
- 2. POLICE DEPARTMENT OVERVIEW**
- 3. PUBLIC WORKS DEPARTMENT OVERVIEW**
- 4. MANAGER'S REPORT**
 - a. SET MAY BUDGET WORKSHOP DATE**
 - 1. MAY 30TH – FIRST CHOICE**
 - 2. MAY 25TH – SECOND CHOICE**

Frank K. Rollason, Village Manager



NORTH BAY VILLAGE POLICE



8A

RECOMMENDATION MEMORANDUM

DATE: March 21, 2017

TO: Mayor Connie Leon Kreps
Vice- Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY STAFF/COMMISSIONER:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Carlos Noriega, Police Chief

SUBJECT: April Commission Meeting- Request to Execute Law Enforcement Mutual Aid Agreement.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Law Enforcement Mutual Aid Agreement with the City of Fort Lauderdale Police Department.

BACKGROUND:

Execution of the agreement will allow for the sharing of law enforcement resources and the rendering of assistance amongst the agencies.

BUDGETARY IMPACT:

There will be no impact to the General Fund

PERSONNEL IMPACT:

North Bay Village Officers will assist the various municipalities should the need arise.

CONTACT:

Carlos Noriega, Chief of Police



April 3, 2017

Lieutenant Brian Collins
North Bay Village Police Department
1841 Galleon Street
North Bay Village, FL 33141

Dear Lieutenant Collins:

On May 5 and 6, 2017, the City of Fort Lauderdale will be hosting the Ford Fort Lauderdale Air Show. Due to large number of spectator vessels that attended last year's show, we are anticipating the need for additional Marine Patrol vessels and are requesting your assistance.

Duties of the detail will include securing the "Air Box" with regard to vessel traffic and keeping spectator vessels out of the restricted area and in the approved viewing areas. Most locations will be static posts. This is a two-day event, and the hours of the event are 12:00 pm to 4:00 pm. The actual working hours are 10:00 am to 6:00 pm. All vessels will be Bravo units, and Fort Lauderdale Police Officers can be paired with your officers if needed.

If your department does not participate on-duty, the following detail pay scale will apply:

Officers: \$40.00 per hour
Supervisors: \$45.00 per hours

If your agency can provide assistance, please have your representative contact Sergeant Todd Mills at (954) 828-5441. Please respond by April 18, 2017 in order that scheduling may be completed in advance of the event. We appreciate your consideration and any assistance you may be able to provide.

Sincerely,

Rick J. Maglione
Chief of Police

RJM/tm

Police Department

1300 West Broward Boulevard, Fort Lauderdale, Florida 33312
Telephone (954) 828-5700, Fax (954) 828-6001
www.fortlauderdale.gov



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MEMORANDUM

North Bay Village

DATE: March 23, 2017

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE CITY OF FORT LAUDERDALE; SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:ypb

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE CITY OF FORT LAUDERDALE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, it is the responsibility of the governments of North Bay Village and the City of Fort Lauderdale to ensure the safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

WHEREAS, North Bay Village and the City of Fort Lauderdale have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement for the rendering of law enforcement assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval Agreement. The Mutual Aid Agreement between North Bay Village and the City of Fort Lauderdale attached as "Exhibit 1" is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and Police Chief are authorized to take all actions necessary to implement the terms and conditions of the agreement.

Section 4. Execution of Agreement. The Village Manager and the Police Chief are authorized to execute the agreements on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____. The votes were as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas N. Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED AND ADOPTED this 25th day of April 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Mutual Aid Agreements with the City of Fort Lauderdale.

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT

This agreement is entered into by and between the **City of Fort Lauderdale Police Department**, a Florida municipal corporation ("FLPD"), and the **North Bay Village Police Department**.

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people and in intensive situations including but not limited to emergencies as defined under Section 252.34 Florida Statutes; and

WHEREAS, the **City of Ft. Lauderdale Police Department** and the **North Bay Village Police Department** have the authority under part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for the rendering of assistance in connection with a law enforcement emergency.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Provisions for Requested Operational Assistance

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request or agree to render law enforcement assistance to the other in law enforcement emergencies to include; but not necessarily be limited to, civil disturbances, large protest demonstrations, aircraft disaster, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, incidents or events requiring utilization of specialized units, or other emergency as defined in Section 252.34 Florida Statutes.

Section II. Provisions for Voluntary Cooperation

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, including by way of illustration and not limitation, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, and drug violations, pursuant to Chapter 893, Florida Statutes, back-up services, inter-agency task forces, and/or joint investigations including but not limited to, the City/County/State Traffic Enforcement Unit, Metropolitan Bureau of Investigation, The Special Weapons and Tactics Team, and the Bomb Disposal Unit.

Section III. Policy and Procedure

- A. In the event that a party to this Agreement is in need of assistance as set forth above, it shall notify the agency head or his/her designee from whom such assistance is

required. The agency head or designee whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.

- B. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer, designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.
- C. Where investigative priorities arise during a law enforcement operation that may require the crossing of jurisdictional lines, each party agrees that the agency administrator or his/her designee on duty shall notify the agency administrator of the jurisdiction entered, and request enforcement assistance. The responding agency administrator or his/her designee shall evaluate the situation, consult with his/her appropriate supervisor if necessary, and, if required, insure that proper enforcement assistance is rendered.
- D.
 - 1. Should an officer of a participating agency be in another jurisdiction for matters of a routine nature, or investigative nature, such as traveling through the area on routine business, attending a meeting, or going to or from work, and a criminal violation of Florida Statutes occurs in the presence of said officer, and said violation is a felony or other offense constituting a breach of the peace, the officer shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.
 - 2. In the event a law enforcement officer of one of the parties to this Agreement has probable cause to arrest an individual for a felony offense in his/her jurisdiction and requests assistance in the location and apprehension of the suspect, and a law enforcement officer of one of the other parties to this Agreement is in the jurisdiction of the party requesting assistance and observes the suspect, the officer, representing his/her party, shall be empowered to render law enforcement assistance and act in accordance with the law and this Agreement.
 - 3. Prior to enforcement action being taken in the other agency's jurisdiction, the officer shall notify that jurisdiction's Communications Center of the situation. The only exception would be the situation where immediate action is necessary. In that event, the Communications Center shall be notified immediately thereafter.
- E. Should additional violations of Florida Statutes occur in the presence of said officer, representing his or her respective agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.

Section IV. Powers, Privileges, Immunities, and Costs

- A. Members of the subscribed law enforcement agencies, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their respective agencies, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities, as if they were performing their duties in the jurisdiction in which they are normally employed.
- B. Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to each other party to the Agreement as set forth above, provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services, in furnishing such mutual aid.
- C. The agency furnishing aid, pursuant to this Agreement, shall bear the loss or damages to such equipment, and shall pay any expense incurred in the operation and maintenance thereof.
- D. The agency furnishing aid, pursuant to this Agreement, shall compensate its appointees/employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees/employees are engaged in rendering such aid.
- E. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.

Section V. Liability

Each party shall be responsible for the acts, omissions, and conduct of its agents, employees, and appointees that occur while said persons are engaged in providing services pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable.

Section VI. Insurance Provisions

Each party agrees, upon request, to provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be

canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VIII: Effective Date

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect for the period from April 30, 2017 up through and including May 1, 2019, unless terminated, cancelled or extended in writing by the parties.

Section VIII. Cancellation

This agreement may be canceled by either party upon delivery of written notice to the other party. Cancellation will occur at the direction of any subscribing party.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

FORT LAUDERDALE POLICE
DEPARTMENT

NORTH BAY VILLAGE POLICE
DEPARTMENT

RIC MAGLIONE
Interim Chief of Police

CARLOS NORIEGA
Chief of Police

Date: _____

Date: _____

APPROVED:
CITY OF FORT LAUDERDALE,
FLORIDA

APPROVED:
NORTH BAY VILLAGE,
FLORIDA

LEE R. FELDMAN
CITY MANAGER
Pursuant to Resolution of the City of
Fort Lauderdale No. 00-24

FRANK ROLLASON
VILLAGE MANAGER

Date: _____

Date: _____

“APPROVED AS TO FORM AND
LEGAL SUFFICIENCY”

CONNIE LEON-KREPS
MAYOR

BRADLEY H. WEISSMAN
Assistant City Attorney
Police Legal Advisor

ATTEST:

YVONNE HAMILTON
VILLAGE CLERK

Date: _____

“APPROVED AS TO FORM AND
LEGAL SUFFICIENCY”

VILLAGE ATTORNEY



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

8B

**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: March 20, 2017

TO: Mayor Connie Leon Kreps
Vice-Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

PRESENTED BY STAFF: Village Manager Frank K. Rollason

SUBJECT: Award of Bid No. NBV 2017-001 – Water Meter Replacement Program

RECOMMENDATION:

It is recommended that the Village Commission accepts the recommendation of the Village Manager and approve the attached Resolution awarding Bid No. NBV 2017-001 for the North Bay Village Water Meter Replacement Program to Sanchez Arango Construction at a bid price of \$3,215,410.00; and further authorize the Village Manager to execute the related agreement as per the scope of work outlined in the Bid Documents.

BACKGROUND:

The Village solicited bids for the Water Meter Replacement Program, pursuant to Bid No. NBV 2017-001. Two (2) Bids were received from Giannetti Contracting Corporation at a bid price of \$4,867,917.00 and from Sanchez Arango Construction at a bid price of \$3,215,410.00.

An Evaluation Committee consisting of Anthony Collins, P.E., North Bay Village Project Manager, who also served as Chair of the committee, Juan Pelay, Chief of the Meter Installation Division at MDWASD, Karin Rossy, P.E., Utilities Engineering Manager, and Johnny Saavedra, Village IT Administrator convened on March 17, 2017 at 10:00 a.m. to review and evaluate the bid responses.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

The Committee voted unanimously to recommend award of the Bid to Sanchez Arango Construction, as the lowest responsive bidder, at a bid price of \$3,215,410.00. A copy of their memo is attached.

BUDGETARY IMPACT:

The Florida Department of Environmental Protection (DEP) has approved the Village's application for the Water Meter Replacement Program. The State has tentatively approved the Village's loan in the amount of \$4,202,584 (DEP Loan #130420). The bid award is recommended at \$3,215,410, which leaves \$987,174 for the engineering inspections, construction administration, any other cost of the project, including any Change Orders that may be required. The State has already informed the Village that if the project and related costs exceeds the initial \$4,202,584, the Village has the ability to request additional funds based on actual need. The DEP staff will review the project costs and make the recommendations for additional funds based on their evaluation of the project's needs. The State wants the water system to be fixed properly and they will work with the Village to ensure that goal.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Gary Ratay, P.E.
Kimley-Horn & Associates



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: March 27, 2017

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDDING BID NO. NBV 2017-001 FOR THE WATER METER REPLACEMENT PROGRAM TO SANCHEZ ARANGO CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. NBV 2017-001 FOR THE WATER METER REPLACEMENT PROGRAM TO SANCHEZ ARANGO CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village, in accordance with applicable State and Local laws, has requested bids from qualified companies for the Village Water Meter Replacement Program; and

WHEREAS, two (2) Bids were received from Sanchez Arango Construction and Giannetti Contracting Corporation;

WHEREAS, an Evaluation Committee consisting of Anthony Collins, P.E., North Bay Village Project Manager, who also served as Chair of the committee, Juan Pelay, Chief of the Meter Installation Division at MDWASD, Karin Rossy, P.E., Utilities Engineering Manager, and Johnny Saavedra, Village IT Administrator evaluated the proposals; and

WHEREAS, the Evaluation Committee recommended the award of BID NO. NBV 2017-001 for the Water Meter Replacement Program to Sanchez Arango Construction as the lowest responsible bidder at a bid price of \$3,215,410.00; and

WHEREAS, the Village Manager hereby requests that the Village Commission accepts the recommendation of Sanchez Arango Construction as the lowest most responsive bidder for award of Bid No. NBV 2017-001 and permit authorization to enter into a contract for the scope of services for the Water Meter Rehabilitation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

Section 2. Award of Bid. Bid No. NBV 2017-001 for the Water Meter Replacement Program is hereby awarded to Sanchez Arango Construction at the Bid Price of \$3,215,410.00.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with Sanchez Arango Construction for the scope of services outlined in Bid No. NBV 2017-001 attached hereto as Exhibit 1, subject to approval of State funding for the project and subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditure. The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with Sanchez Arango Construction.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED and ADOPTED this _____ day of April 2017.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE
OF NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Award of Bid for Water Meter Replacement Program-Sanchez Arango Construction.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbv.com

April 7, 2017

Frank Rollason
Village Manager 1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

**Reference: Water Meter Rehabilitation Program North Bay Village
BID NO. NBV 2017-001 Evaluation Committee Meeting**

Dear Mr. Rollason:

On March 10, 2017, bid proposals were received at North Bay Village for the above referenced subject program. The evaluation committee met on March 17, 2017 at 10:00AM to evaluate the bid proposals. The meeting was recorded and the recording was placed in the custody of the Village Clerk. The committee was composed of the following individuals:

1. Mr. Anthony Collins, P.E.; Program Manager, North Bay Village who served as the evaluation committee chair.
2. Mr. Juan Pelay; Chief of the Meter Installation Division, MDWASD.
3. Mr. Karim Rossy, P.E.; Utilities Engineering Manager, North Bay Village.
4. Mr. Johnny Saavedra; City IT Administrator.

Two companies submitted bid proposals for consideration. Giannetti Contracting Corporation with a total bid amount of \$4,867,917.00 and Sanchez Arango Construction with a total bid amount of \$3,215,410.00.

Based upon Section 16.2 of the bid documents, that allows "THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT," the evaluation committee proceeded to determine if all bidders could be considered qualified and responsive.

Our determination was based upon the following:

1. The bid price for Sanchez Arango Construction - \$3,215,410.00 – LOWEST BIDDER.
2. The bid price for Giannetti Contracting Corporation - \$4,867,917.00
3. All provided licenses as Specialty or General Contractors in the state of Florida.
4. All provided proof of references for the quality of work and types of similar projects.
5. All provided signature pages of the receipt of all addendums.

After having evaluated the submitted documents the Technical Review Committee determined that based on the proposal provided, Sanchez Arango Construction was considered to be most responsive of both companies.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

The Technical Review Committee recommends that it is in the best interest of the Village that the Village Manager exercises the authority pursuant to Section 36.25 (N) (1) of the Village Code to negotiate the best terms and conditions with the responsive bidders or proposers. Should the Village Manager choose to exercise his authority, we recommend that a negotiation with Sanchez Arango Construction be ensued in order to determine if the bid is to be awarded to Sanchez Arango Construction.

Thank you.

Kind Regards,

A handwritten signature in blue ink, reading "Raymond S. Rammo". The signature is written in a cursive, flowing style.

Raymond Rammo, P.E., M.S.
Civil Engineer



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbv

MEMORANDUM

DATE: March 17, 2017

TO: Frank K. Rollason
Village Manager

FROM: Anthony Collins, P.E.
Program Manager, North Bay Village

SUBJECT: Bid No. 2017-001, Water Meter Replacement Program
Technical Review Committee Meeting

On March 10, 2017, bid proposals were received at North Bay Village for the above referenced subject program. Two companies submitted bid proposals for consideration. Giannetti Contracting Corporation with a total bid amount of \$4,867,917.00 and Sanchez Arango Construction with a total bid amount of \$3,215,410.00.

The evaluation committee met on March 17, 2017 at 10:00AM to evaluate the bid proposals. The meeting was recorded and the recording was placed in the custody of the Village Clerk. The committee was composed of the following individuals:

1. Mr. Anthony Collins, P.E.; Program Manager, North Bay Village who served as the evaluation committee chair.
2. Mr. Juan Pelay; Chief of the Meter Installation Division, MDWASD.
3. Mr. Karin Rossy, P.E.; Utilities Engineering Manager, North Bay Village.
4. Mr. Johnny Saavedra; City IT Administrator.

The technical review committee performed an evaluation of the criteria required in the bid documents. The proposal evaluation points for each member were as follows:

Bidder: Sanchez Arango Construction						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Anthony Collins, P.E.	Y	92	8	6	8	70
Juan Pelay	Y	99	10	9	10	70
Karim Rossy, P.E.	Y	97	10	9	8	70
Johnny Saavedra	Y	99	10	9	10	70
Total Points Awarded	Y = 4	387	38	33	36	280

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

Therefore, out of a total of 400 points available the proposer, Sanchez Arango Construction, achieved a total of 387 points.

Bidder: Giannetti Contracting Corporation						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Anthony Collins, P.E.	N	51	6	7	8	30
Juan Pelay	N	78	10	8	10	50
Karim Rossy, P.E.	N	80	10	10	10	50
Johnny Saavedra	N	80	10	10	10	50
Total Points Awarded	N = 4	289	36	35	38	180

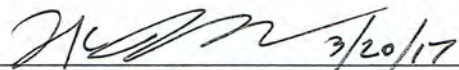
Therefore, out of a total of 400 points available the proposer, Giannetti Contracting Corporation, achieved a total of 289 points.

The Technical Review Committee voted unanimously in favor of selecting Sanchez Arango Construction, the lowest responsive bidder. The committee recommends it is in the best interest of the Village that the Village Manager awards the contract to Sanchez Arango Construction.

Kind Regards,



Anthony Collins, P.E.
Program Manager, North Bay Village



Recommendation Approved/Denied
Frank Rollason, Village Manager

CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village
Mr. Anthony Collins, P.E.; Program Manager, North Bay Village
Mr. Juan Pelay; Chief of the Meter Installation Division, MDWASD
Mr. Karim Rossy, P.E.; Utilities Engineering Manager, North Bay Village
Mr. Johnny Saavedra; City IT Administrator

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Stevenson
Secretary

Memorandum

TO: Affected Parties

FROM: State Revolving Loan Program

**SUBJECT: Record of Final Agency Action
Management of FY 2017 DWSRF Priority List**

DATE: August 22, 2016

This is to notify you of actions taken at the State Revolving Fund Program public meeting on August 10, 2016 concerning management of the Fiscal Year 2017 Drinking Water SRF Priority List.

This project was authorized funding increase based on approved increase request, and was added to the fundable portion of the FY 2017 DWSRF Priority List.

<u>Project Sponsor</u>	<u>SRF Project Number</u>	<u>Loan Type</u>	<u>Principal Loan Amount</u>	<u>Allocated Principal Forgiveness</u>
Orange City	64200	Supply, Treat, & Dist – Segment	\$0	\$4,525,192
Miami-Dade County	13026	Distribution – Segment	\$14,714,450	N/A
Haines City	53045	Treatment – Segment	\$38,630	\$218,902
Lake Worth	50171	Distribution – Increase	\$3,748,096	N/A
North Bay Village	13040	Distribution – Increase	\$4,380,556	N/A
North Bay Village	13042	Distribution – Increase	\$4,202,584	N/A

Amendments to the Agreement for this increase will be initiated by the Department.

The Record of Final Agency Action, including the FY 2017 Priority List, is attached for your reference.

If you have any questions or need more information, call or email:
Tommy Williams at 850-245-2912, Thomas.e.williams@dep.state.fl.us
Shanin Speas-Frost at 850-245-2991, shanin.speas-frost@dep.state.fl.us

North Bay Village Water Meter Facilities Plan

September 2015

Prepared For:

***North Bay Village
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141***



Prepared By:

***Kimley-Horn and Associates, Inc.
600 North Pine Island Rd., Suite 450
Plantation, FL 33324***

Kimley»Horn

KHA Project No.: 043138030

Table 2
North Bay Village
Water Meter Facilities Plan



Alternative 2: Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
GENERAL					
1	MOBILIZATION/DEMobilIZATION	1	LS	\$300,000	\$300,000
2	MAINTENANCE OF TRAFFIC	1	LS	\$300,000	\$300,000
WATER METER REPLACEMENT					
3	5/8" WATER METER, AMR TYPE	265	EA	\$600	\$159,000
4	3/4" WATER METER, AMR TYPE	65	EA	\$700	\$45,500
5	1" WATER METER, AMR TYPE	200	EA	\$800	\$160,000
6	1 1/2" WATER METER, AMR TYPE	75	EA	\$1,800	\$135,000
7	2" WATER METER, AMR TYPE	70	EA	\$2,500	\$175,000
8	3" WATER METER, AMR TYPE	30	EA	\$3,200	\$96,000
9	4" WATER METER, AMR TYPE	15	EA	\$4,000	\$60,000
10	WATER SERVICE PIPING, HDPE	720	EA	\$2,000	\$1,440,000
RESTORATION					
11	ROADWAY RESTORATION	1	LS	\$500,000	\$500,000
12	SITE RESTORATION	1	LS	\$300,000	\$300,000

SUBTOTAL	\$3,671,000
CONTINGENCY (15%)	\$551,000
VILLAGE STAFF	\$100,000
PROFESSIONAL SERVICES DURING CONSTRUCTION	\$368,000
APPROXIMATE OPINION OF PROBABLE COST	\$4,700,000



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

DATE: March 10, 2017

TO: Frank K. Rollason
Village Manager

FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Bid Opening – Water Meter Replacement Program – Bid No. 2017-001

Today, at approximately 4:00 p.m., Jenorgen Guillen, Deputy Village Clerk and I conducted the bid opening of responses to Bid No. 2017-001 for the Water Meter Replacement Program. Two (2) proposals were received from the following companies:

1. Giannetti Contracting Corporation \$4,867,917.00
2. Sanchez Arango Construction \$3,215,410.00

/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

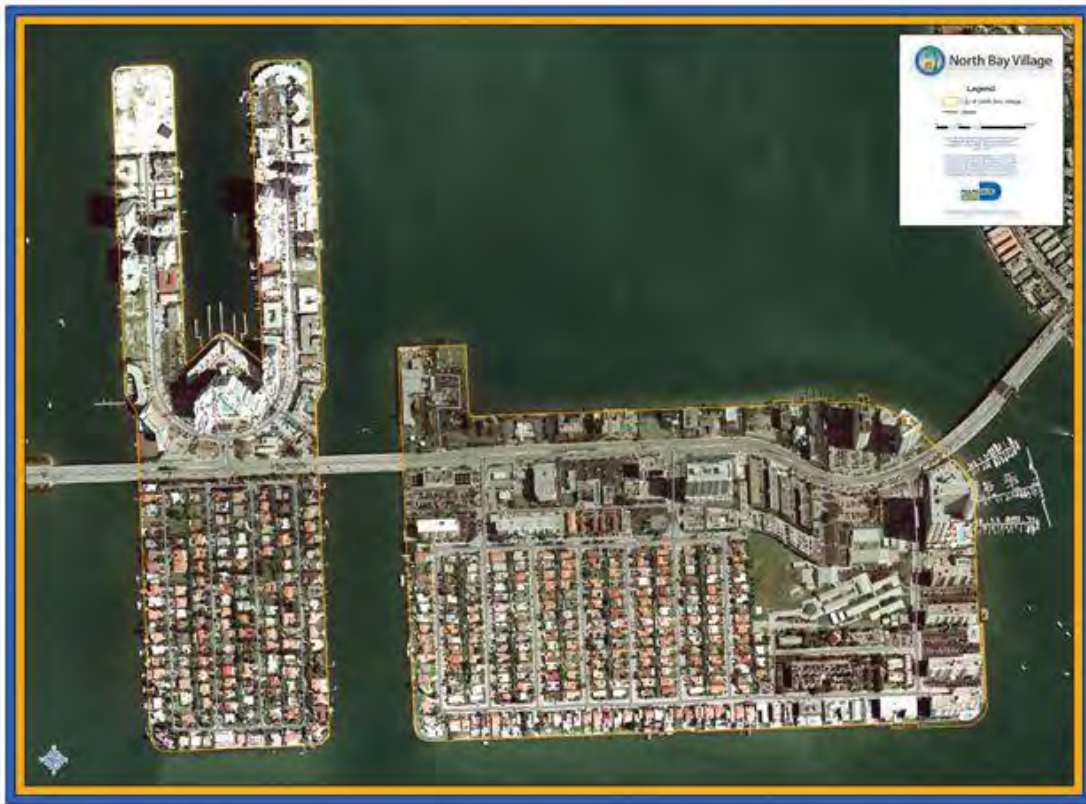
Commissioner
Andreana Jackson

NORTH BAY VILLAGE, FLORIDA



INVITATION TO BID FOR WATER METER REPLACEMENT PROGRAM

BID NO. NBV 2017-001



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE MARCH 10, 2017 4:00 P.M.
NORTH BAY VILLAGE, FLORIDA

**WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE**

CONTRACT DOCUMENTS

Table of Contents

Section	Title	Pages
ITB	Invitation to Bid	4
IB	Instructions to Bidders	7
P	Proposal	16
BB	Bid Bond	24
NA	Notice of Award	27
C	Contract	28
PFB	Performance Bond	34
PYB	Payment Bond	37
NP	Notice to Proceed	39
GC	General Conditions, EJCDC C-700 (2007 Edition)	1 - 62
SC	Supplementary Conditions	41
SS	Sworn Statement	59
01000	General Requirements	63
01020	Allowance	72
01150	Measurement and Payment	75
01300	Submittals	81
01400	Quality Control	84
01500	Construction Facilities and Temporary Controls	86
01700	Contract Closeout	89
01720	Project Record Documents	93
02064	Modification and Rehabilitation of Existing Structures and Equipment	96

**WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE**

CONTRACT DOCUMENTS

Table of Contents

Section	Title	Pages
02800	Restoration of Surface Features	99
A	Appendix A	106
	• Automated Meter Reading System Specifications	
B	Appendix B	128
	• WASD Specifications	
	• WASD Details	
C	Appendix C	130
	• FDEP State Revolving Fund Program Supplementary Conditions	
	• Wage Rates, FL168 – Heavy Construction Projects	
	• American Iron and Steel Guidance for State Revolving Fund Projects	

**NORTH BAY VILLAGE
INVITATION TO BID**

**WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE**

BID NO. NBV 2017-001

Public Notice is hereby given that North Bay Village, Florida is soliciting bids from experienced and qualified vendors for the furnishing of all materials, labor, equipment and supplies necessary for North Bay Village Water Meter Replacement Program, including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

Furnish all labor and materials to manage the design, equipment supply, replacement of existing water meters, field installation, system implementation, and optimization of a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost effective manner as well as reduce the Village's unaccounted for and non-revenue water. The scope of work involves, but is not limited to, providing and installing software, hardware, as well as providing all necessary training and installation support. The project also includes repairing or replacing associated water service piping as needed from the new water meters to the water main, water meter box replacement, water system testing, removal of existing water meters and boxes, maintenance of traffic, trench/roadway restoration, site restoration, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum project duration for project completion is ten (10) months.

Sealed Responses clearly labeled with the BID title and number must be received by mail or hand delivered on or before March 10, 2017, no later than 4:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

All bids must be submitted as a Total Bid Amount with associated Contract Unit Pricing per the Proposal Form. Bid Security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders.

Respondents must submit an original bound package, one unbound copy, five (5) bound additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposals Document may be obtained at DemandStar by Onvia at www.demandstar.com, at the www.nbvillage.com; at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 A.M. to 4:00 P.M., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of this BID including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this BID at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this BID are prohibited.

Yvonne P. Hamilton, CMC
Village Clerk

SCHEDULE OF EVENTS

Below is the current schedule of the events that will take place in the procurement process. The Village reserves the right to make changes or alterations to the schedule as the Village determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Village, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
February 16, 2017	Advertisement
February 17, 2017	Documents Available for Public Inspection and digital copies
February 28, 2017	10:00 AM, Non-Mandatory Pre-bid meeting at: 1666 Kennedy Causeway, Commission Chambers 1st Floor, North Bay Village, Florida 33141.
March 3, 2017	Last day opportunity for questions by emailing yvonne.hamilton@nbvillage.com , no later than 3:00 PM local time.
March 10, 2017	Bid Documents Submittal due in to Village Clerk Office, no later than 3:00 PM local time.
March 17, 2017	Technical Review Committee Meeting
March 21, 2017	Award Recommendation to Village Clerk and Village Manager
April 11, 2017	Commission Public Meeting to review and confirm Award Recommendation 7:30 pm local time

INSTRUCTIONS TO BIDDERS

WATER METER REPLACEMENT PROGRAM NORTH BAY VILLAGE

Each bidder is encouraged to familiarize themselves with the North Bay Village – Code of Ordinances and Consolidated Land Development Regulations. Below is an excerpt of the procurement requirements and general industry practices as they pertain to the Bond and Insurance requirements for North Bay Village. This is **not a full list** of the North Bay Village requirements.

North Bay Village Municode

Article 36.25 - Procurement requirements.

(B) *Responsibilities of the Village Manager.*

... The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

(D) (7) - *Bonds.*

a) *Construction contracts greater than \$50,000.00.* For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:

- 1) A bid guarantee equal to five percent of the bid price;
- 2) A performance bond for 100 percent of the contract price; and
- 3) A payment bond for 100 percent of the contract price.

b) *All other contracts.* The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

Chapter 151 - Buildings

Article 151.12 – Bond

The Village will require a 5% bond of the bid price, to meet requirements of Article 151.12.

Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the NSPE-ACEC Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.6 **Bidder to document as part of their bid any areas of non-compliance with the system specifications. Areas of non-compliance may result in rejection of a bid.**

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

- 6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety as specified in the General Conditions.
- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

7. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which may be supplemented in the General Requirements.

10. SUBCONTRACTORS, ETC.

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.
- 10.2 In contracts or portions thereof, where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

- 10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. BID FORM

- 11.1 The Bid Form is attached hereto; additional copies may be obtained from Engineer.
- 11.2 Bid Forms must be completed in ink or typed. The Bid price of each item on the form must be stated in numerals. Contractor must bid on all alternates in the bid form.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships or joint venture, must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Documentation supporting the partnership or joint venture may be requested at the discretion of the Village.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid.

13. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

14. OPENING OF BIDS

Bids will be opened publicly.

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

15. BIDS TO REMAIN OPEN

All Bids shall remain open for ninety days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, additive/deductive amounts, and unit prices, if requested in the Bid forms. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but award will not be based on alternates and the Owner may accept them in any order or combination.

- 16.3 Owner will consider the qualifications and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Owner.
- 16.4 Owner will conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village.
- 16.5 At the sole discretion of the Owner, the Owner reserves the right to reject the Bid of any Bidder based upon the evaluation noted in Section 16.4 above. References will NOT be limited to those submitted by the Contractor.
- 16.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 10 days after the day of the Bid opening.

17. PERFORMANCE AND OTHER BONDS

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least six (6) unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, Contractor shall sign and deliver at least six (6) counter-parts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

19. CONE OF SILENCE

You are hereby advised that this Invitation to Bid is subject to the “Cone of Silence” in accordance with Section 38.18 of North Bay Village Code of Ordinances. From the time of advertising until the Village Manager issues his recommendation, there is a prohibition on communication with the Village’s professional staff. This ordinance does not apply to oral communications at pre-submittal conferences, oral presentations before evaluation committees contract discussions made to Village Commission during any duly noticed public meeting, contract negotiations with the staff following the award of a bid by any Village Commission, or communication in writing at any time with any Village employee, official, or member of the Village Commission unless specifically prohibited. A copy of all written communications must be filed with the Village Clerk. A proposer who violates these provisions shall not be considered for this Invitation to Bid.

20. STATE REVOLVING FUND PROGRAM

This project is funded through the Florida Department of Environmental Protection State Revolving Fund Program and subject to the Supplementary Conditions included as Appendix C.

PROPOSAL
WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the propose work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

Water Meter Replacement Program BID NO. NBV 2017-001

Furnish all labor and materials to manage the design, equipment supply, replacement of existing water meters, field installation, system implementation, and optimization of a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost effective manner as well as reduce the Village's unaccounted for and non-revenue water. The scope of work involves, but is not limited to, providing and installing software, hardware, as well as providing all necessary training and installation support. The project also includes repairing or replacing associated water service piping as needed from the new water meters to the water main, water meter box replacement, water system testing, removal of existing water meters and boxes, maintenance of traffic, trench/roadway restoration, site restoration, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum project duration for project completion is ten (10) months.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this contract based on the Total Bid Amount and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT \$ _____

TOTAL BID AMOUNT (IN WORDS) _____

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, Bonds & Insurance	1	LS	_____	_____
2.	Maintenance of Traffic	1	LS	_____	_____
3.	Mobile Based AMI System Implementation and Support	1	LS	_____	_____
4.	Mobile AMI Analytics Software Implementation and Support	1	LS	_____	_____
5.	Water Loss Management System Implementation and Support	1	LS	_____	_____
6.	Customer Engagement Program Implementation and Support	1	LS	_____	_____
7.	Furnish and Install (F & I) 5/8" Solid State meters	265	EA	_____	_____

8.	F & I, 3/4" Solid State meters	65	EA	_____	_____
9.	F & I, 1" Solid State meters	200	EA	_____	_____
10.	F & I, 1 1/2" Solid State meters	75	EA	_____	_____
11.	F & I, 2" Solid State meters	70	EA	_____	_____
12.	F & I, 3" Solid State meters	30	EA	_____	_____
13.	F & I, 4" Solid State meters	15	EA	_____	_____
14.	F & I, 5/8" Standard meters	10	EA	_____	_____
15.	F & I, 3/4" Standard meters	10	EA	_____	_____
16.	F & I, 1" Standard meters	10	EA	_____	_____
17.	F & I, 1 1/2" Standard meters	10	EA	_____	_____
18.	F & I, 2" Standard meters	10	EA	_____	_____
19.	F & I, 3" Standard meters	10	EA	_____	_____
20.	F & I, 4" Standard meters	10	EA	_____	_____
21.	1" Service Connections, HDPE	320	EA	_____	_____
22.	2" Service Connections, HDPE	80	EA	_____	_____
23.	4" Service Connections	20	EA	_____	_____
24.	Meter Box and Lid Replacement	420	EA	_____	_____
25.	Site Restoration	1	LS	_____	_____
26.	Allowance	1	LS	<u>\$340,000.00</u>	<u>\$340,000.00</u>

TOTAL BID AMOUNT \$ _____

TOTAL BID AMOUNT (IN WORDS) _____

As part of this Proposal, the Bidder is to provide the following information:

The Bidder shall provide a narrative description of their company, relevant experience, qualifications, past performance, and the project. The narrative should include a system overview of the proposed Mobile Based Advanced Metering Infrastructure and Water Loss Management system as well as the Bidders methodology, project approach, and description of the proposed metering equipment, endpoints, system software, etc.

This narrative description should be included as a separate document generated by the Bidder, but included in the sealed bid response with the Proposal.

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- | | | |
|----|---------------------|----------|
| 1) | NAME OF PROJECT | _____ |
| | YEAR OF PROJECT | _____ |
| | OWNER OF PROJECT | _____ |
| | OWNER TELEPHONE NO. | _____ |
| | LOCATION OF PROJECT | _____ |
| | DESIGNING ENGINEER | _____ |
| | ADDRESS | _____ |
| | SCOPE OF WORK | _____ |
| | APPROXIMATE VALUE | \$ _____ |
| 2) | NAME OF PROJECT | _____ |
| | YEAR OF PROJECT | _____ |
| | OWNER OF PROJECT | _____ |
| | OWNER TELEPHONE NO. | _____ |
| | LOCATION OF PROJECT | _____ |
| | DESIGNING ENGINEER | _____ |
| | ADDRESS | _____ |
| | SCOPE OF WORK | _____ |
| | APPROXIMATE VALUE | \$ _____ |
| 3) | NAME OF PROJECT | _____ |
| | YEAR OF PROJECT | _____ |
| | OWNER OF PROJECT | _____ |
| | OWNER TELEPHONE NO. | _____ |

LOCATION OF PROJECT _____
DESIGNING ENGINEER _____
ADDRESS _____
SCOPE OF WORK _____
APPROXIMATE VALUE \$ _____

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- 1) NAME OF SUBCONTRACTOR _____
- 2) NAME OF SUBCONTRACTOR _____
- 3) NAME OF SUBCONTRACTOR _____

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 270 calendar days and all work within not more than 300 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED	_____
FIRM NAME	_____
BUSINESS ADDRESS	_____
BUSINESS TELEPHONE	_____
SIGNATURE OF RESPONSIBLE OFFICIAL	_____
TITLE	_____
STATE OF INCORPORATION	_____

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS:

Addenda No(s) _____ received and attached hereto.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, (hereinafter called the Principal), and _____ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of _____ Dollars (\$ _____), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
WATER METER REPLACEMENT PROGRAM
BID NO. NBV 2017-001**

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, and attested by its _____, under its corporate seal, this ____ day of _____, A.D., 2017.

ATTEST:

BY: _____(Title)
(Principal)

ATTEST:

BY:
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

PROJECT: NORTH BAY VILLAGE
WATER METER REPLACEMENT PROGRAM
BID NO. NBV 2017-001

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a

result of your bid of: _____

_____(\$_____) submitted to North Bay Village (Owner) on _____

_____ (Date).

Six (6) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____
_____ (Date).

Sincerely yours,

By: _____
Gary R. Ratay, P.E.

AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between North Bay Village (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

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

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor and materials to manage the design, equipment supply, replacement of existing water meters, field installation, system implementation, and optimization of a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost effective manner as well as reduce the Village's unaccounted for and non-revenue water. The scope of work involves, but is not limited to, providing and installing software, hardware, as well as providing all necessary training and installation support. The project also includes repairing or replacing associated water service piping as needed from the new water meters to the water main, water meter box replacement, water system testing, removal of existing water meters and boxes, maintenance of traffic, trench/roadway restoration, site restoration, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum project duration for project completion is ten (10) months.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

NORTH BAY VILLAGE
WATER METER REPLACEMENT PROGRAM
BID NO. NBV 2017-001

Article 2. ENGINEER. The Project has been designed by the following:

ENGINEER

Kimley-Horn and Associates, Inc.
600 N Pine Island Road, Suite 450
Fort Lauderdale, FL 33324

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed within 270 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 300 calendar days after the date when the Contract Time commences to run.
- 3.2 Project Milestones. In accordance with paragraph 2.05 of the General Conditions, the CONTRACTOR is required to provide as part of the Preliminary Schedule the number of days or dates for starting and completing the various stages of work including the following project milestones:
- Mobile based AMI system design for review by the OWNER (not to exceed 1 month from Notice to Proceed)
 - Mobile based AMI system configuration and Set Up (not to exceed 4 month from Notice to Proceed)
 - Installation of the approved mobile based AMI system (not to exceed 8 months from Notice to Proceed)
 - Substantial and Final completion within the time specified in paragraph 3.1 above.
- 3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete. Liquidated damages shall be deducted from the final CONTRACTOR pay request.

Article 4. CONTRACT TIME.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Document in current funds as follows:

According to the TOTAL BID AMOUNT contained in the proposal and the Schedule of Values provided for payment request purposes.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Applications for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.
 - 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

Article 6. INTEREST. Not Applicable

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into Procurement Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (all pages)
- 8.2. Exhibits and Appendices to this Contract Document/Agreement
- 8.3. Performance and Payment Bonds
- 8.4. Notice of Award
- 8.5. General Conditions (pages 1 to 62, inclusive)
- 8.6. Supplementary Conditions

- 8.7. Specifications bearing the following general title:
North Bay Village
Water Meter Replacement Program
BID NO. NBV 2017-001
- 8.8. Drawings bearing the following general title:
North Bay Village
Water Meter Replacement Program
BID NO. NBV 2017-001
- 8.9. Addenda
- 8.10. CONTRACTOR'S BID
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.12. Any Modifications, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed six (6) sets of this Agreement. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER

CONTRACTOR

North Bay Village

ADDRESS

ADDRESS

1666 Kennedy Causeway, Suite 300

North Bay Village, FL 33141

BY _____
(CORPORATE SEAL)

BY _____
(CORPORATE SEAL)

ATTEST _____

ATTEST _____

PERFORMANCE BOND

CONTRACT DATED:

Page 61

(2) Obtain a Bid or Bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible Bidder, or, if Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive, responsible Bidder, arrange for a Contract between such Bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Contract and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

NORTH BAY VILLAGE

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: WATER METER REPLACEMENT PROGRAM

BID NO. NBV 2017-001

CONTRACTOR:

CONTRACT NO:

CONTRACT DATED:

STATE OF § _____

§ _____

COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____
_____, of the City of _____, County of _____
_____, State of _____, as Principal, and _____, a
corporation, authorized, licensed and admitted to do business under the laws of the State of
Florida, as Surety, are held and firmly bound to North Bay Village, as Oblige, in the sum of
\$ _____ for the payment of which Principal and Surety bind ourselves our heirs,
personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in Contract No. () between Principal and obligee (the "Contract") for construction of the WATER METER REPLACEMENT PROGRAM, the Contract being made a part of this Bond by reference; and
2. Pays Oblige all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Oblige sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20____.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process Surety is:

Name: _____

Address: _____

Phone: _____

NOTICE TO PROCEED

TO: _____
Contractor

Street Address

City

ATTN: _____
Name and Title

PROJECT: NORTH BAY VILLAGE
WATER METER REPLACEMENT PROGRAM
BID NO. NBV 2017-001

Gentlemen:

One executed copy of your contract for the above project has been forwarded to you through the Engineer. The Commencement date is _____, 20____. Completion date shall be _____, 20____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Engineer in charge of the Work for North Bay Village will be:

Gary R Ratay, P.E.

Kimley-Horn and Associates, Inc.
600 N Pine Island Road, Suite 450
Fort Lauderdale, FL 33324
954-535-5100

Sincerely yours,

Gary R Ratay, P.E.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794
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American Council of Engineering Companies
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(202) 347-7474
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American Society of Civil Engineers
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(800) 548-2723
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Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words or terms discussed in Paragraph 1.02.B-F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained;

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Owner's Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If,

after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A-D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work

has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE**

SUPPLEMENTARY CONDITIONS

1.01 GENERAL:

These Supplementary Conditions amend or supplement the NSPE-ACEC Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. If there is a conflict between the Contract, General Conditions (EJCDC C-700 (2007 Edition)) and these Supplementary Conditions, the terms of the Supplementary Conditions shall control.

The Contractor shall note physically by cross out or cross reference notations all changes in the General Conditions called for in the Supplementary Conditions before submitting his Bid.

ARTICLE 1 - DEFINITIONS - Page 1

SC-1.01.A

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700 (2007) Edition) have the meanings assigned to them in the General Conditions, unless otherwise indicated.

Amend paragraph SC-1.01.A.28 by replacing the terminology Notice of Award with Notice of Intent to Award.

Amend paragraph SC-1.01.A.43 by replacing it with the following paragraph:

Subcontractor – An individual or entity having a direct contract with Contractor. Sub-Subcontractor is an individual or entity having a direct contract with any Subcontractor for the performance of a part of Work at the Project.

Amend paragraph SC-1.01.A.29 by replacing it with the following paragraph:

Village – The individual, entity, public body, Village Manager, or authority with whom Contractor has entered into the Contract and for whom the Work is to be performed.

Add SC-1.01.A.52 as the following paragraph:

Promptly – The period of time not exceeding five business days.

ARTICLE 2 - PRELIMINARY MATTERS - Page 6

SC-2.03

Amend paragraph 2.03.A by replacing the number of days from “30” to “90”.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS - Page 14

SC-4.04

Amend paragraph 4.04.B.2 by replacing the last sentence with the following:

If Village or Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, a Claim may be made as provided in paragraph 10.05.

ARTICLE 5 - BONDS AND INSURANCE - Page 16

5.01

Amend paragraph 5.01.A by adding the following language at the end of the paragraph:

Any additional costs shall be borne by the Contractor.

5.04

Add the new paragraphs immediately after paragraph 5.04 of the General Conditions.

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04.A.1 and 5.04.A.2 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

1. Comprehensive General Liability:
 - (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual and Personal Injury, and XCU (where applicable).
2. Limits:
 - (a) General Aggregate \$1,000,000
 - (b) Each Occurrence \$1,000,000
 - (c) Personal Injury \$1,000,000
3. Coverage is to be written on an "occurrence" basis.
4. Village's and Contractors Protection:
 - (a) Bodily Injury:

Annual Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
 - (b) Property Damage:

Annual Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
5. Worker's Compensation shall be in accordance with the provisions of the laws of the State of Florida.
- 5.04.A.7 Comprehensive Automobile Liability:
 - (a) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.
 - (b) Limits:

Combined Single Limit	\$1,000,000
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- 5.04.B.8 Umbrella:
 - (a) Limits:

Aggregate	\$1,000,000
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 - (b) Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnification under this Contract.
- 5.04.B.9 North Bay Village, shall be included as a named insured party under the Contractors Liability Insurance. The following paragraph is required to appear unaltered on the Certificate of Insurance.

"North Bay Village, Florida is hereby named Additional Insured under the terms of this policy."

5.04.B.10 A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

5.04.B.11 The Certificate of Insurance shall be issued to North Bay Village, Florida at the following address:

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES - INDEMNIFICATION - Page 22

SC-6.01

Add the new paragraphs immediately after paragraph 6.01.B of the General Conditions.

The Contractor shall perform all work in compliance with all applicable safety codes. A competent English speaking superintendent will be on the job at all times during working hours, and will be subject to call during off-duty hours for emergency situations. The superintendent shall have overall charge of the work with complete authority regarding the Contractor's workmen, equipment and material purchases. The superintendent shall have complete authority to act on behalf of the Contractor. This person must be sufficiently qualified and have read and understood the Drawings, Specifications and all Contract Documents.

SC-6.02

Modify paragraph 6.02.B to allow work on Saturday per the following new paragraph added immediately after paragraph 6.02.B of the General Conditions.

The Project sites being located in a single-family residential area, there shall be no undue noise created, whether by workers arriving at the sites or by actual construction work, before 8:00 a.m. or after 4:00 p.m. Monday through Saturday. No work shall be performed on Sunday or legal holidays as defined by Village Code and Ordinance. There are no public sanitary facilities nearby the work sites, and the Contractor must therefore make arrangements for portable sanitary facilities as authorized by the Village.

SC-6.06

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

Contractor shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as required by 6.06.B and the Instruction to Bidders.

Amend paragraph 6.06.B by adding the words "Instructions to Bidders" before Supplementary Conditions where ever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed.

Amend paragraph 6.06.B by adding the following language at the end of the last sentence of the paragraph:

nor does such acceptance create a contractual relationship between the Village and any subcontractor, supplier, individual or entity.

SC-6.09

Amend paragraph 6.09.C by replacing the first sentence of the paragraph with the following sentence:

Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times.

Add the new paragraphs immediately after paragraph 6.09.C. of the General Conditions:

All vehicles used in connection with the Contractor's operations will be required to have identification signs.

SC-6.11

Amend paragraph 6.11.A.2 by adding the following language at the end of the last sentence:

, as set forth on the Resident Complaint Resolution Protocol attached hereto and made a part of the Contract Documents.

Add the new paragraphs immediately after paragraph 6.11.B. of the General Conditions:

Adjacent residents must have access to their driveways at all times. All barricades and warning signs for any traffic lane closures will be provided and maintained by the Contractor. Cost of all barricades and signs shall be the responsibility of the Contractor. Any off-duty officers as may be required in the maintenance of traffic shall be provided by the Contractor at the Contractor's expense.

SC-6.12

Amend paragraph 6.12.A by replacing the first sentence of the paragraph with the following sentence:

Contractor shall maintain in a safe place at the Project one record copy of all Drawings, Project Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, AsBuilts, and written interpretations and clarifications in good order and annotated to show changes made during construction.

SC-6.13

Amend paragraph 6.13.A.3 by replacing it with the following paragraph:

other property at the Project or adjacent thereto, including, but not limited, to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in course of construction.

SC-6.20

Amend the paragraphs 6.20.A.1 and 6.20.A.2 by replacing them with the following paragraph.

To the fullest extent permitted by Laws and Regulations, the Parties agree that in consideration of the first \$1,000.00 dollars to be paid by Village to Contractor hereunder and other specific consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, defend and hold harmless the Village and Village Engineer and their consultants, agents, officers and employees, and the elected officials of the Village, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is implied by Law and Regulations regardless of the negligence of any such party.

Amend paragraphs 6.20.B by replacing it with the following paragraph:

In any and all claims against Village and Village Engineer and their consultants, agents, officers and employees, and the elected officials of the Village by any Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20 shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 8 - VILLAGE'S RESPONSIBILITIES - Page 36

SC-8.02

Amend paragraph 8.02.A by replacing it with the following paragraph:

In case of termination of the employment of Village Engineer, Village shall appoint an engineer whose status under the Contract Documents shall be that of the former Village Engineer.

ARTICLE 9 - VILLAGE ENGINEER'S STATUS DURING CONSTRUCTION - Page 37

SC-9.03

Amend paragraph 9.03.A by adding the following language at the end of the paragraph:

The Village Engineer will provide a Resident Project Representative for this Project with duties, responsibilities and limitations of authority as outlined in Exhibit "B" attached at the end of these Supplementary Conditions. The Resident Project Representative will not be a full time Representative, but will work such periods of time so as to cover the Project in accordance with Exhibit "B".

SC-9.04

Amend paragraph 9.04.A by deleting the following sentence from the end of the paragraph:

If Village and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefore as provided in paragraph 10.05.

SC-9.07

Amend paragraph 9.07.A by replacing the word "decision" in the second sentence with the word "recommendation" and adding the words "recommendation will be submitted to the Village Manager whose" into the third sentence between the words "written" and "decision".

SC-9.08

Amend paragraph 9.08.D by replacing the word "decision" with "recommendation" in the second paragraph and deleting the words "Village or" from the last sentence.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS - Page 40

SC-10.01

Amend paragraph 10.01.A by replacing the first sentence of the paragraph with the following sentence:

Without invalidating the Contract and without notice to any Surety, Village may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, a Work Change Directive, or a Field Directive.

Amend paragraph 10.05.D by adding the following sentence at the end of the paragraph:

Adherence to the terms of paragraph 10.05 is a condition precedent to bringing any further action in litigation.

SC-10.05

Amend paragraph 10.05.A by replacing it with the following paragraph:

B. Village Manager's Decision: Village Engineer will render a formal recommendation to the Village Manager for a binding decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Village Managers decision on such Claim, dispute, or other matter will be final and binding upon Village and Contractor:

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCE; UNIT PRICE WORK - Page 42

SC-11.01

Amend paragraph 11.01.A.1 by deleting the word Saturday from the last sentence of the paragraph.

Delete paragraph 11.01.A.4 in its entirety.

SC-11.03.C

Amend paragraph 11.03.C by replacing it with the following paragraph:

C. A Claim may be made for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES –
Page 46

SC-12.01.C

Amend paragraph 12.01.C.2.a. by replacing the entire sentence with the following sentence:

for costs incurred under paragraph 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 10 percent;

SC-12.01.C

Modify paragraph 12.01.C.2.c. to change the fee as follows in the first sentence:

Will be paid a fee of 10 percent of the costs incurred by such Subcontractor under paragraph 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

SC-12.03

Amend paragraph 12.03 by replacing the entire paragraph with the following paragraph:

Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on account of hindrances or delays from any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring building permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortages or delay in delivery of materials. It is the specific intent hereunder that an extension of time will be the sole and exclusive remedy for delay of any type, description of category. However, if occasioned by an act of God, or by any act or omission on the part of the Village such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the Work which shall be determined by the Village Engineer, provided that the Contractor will give notice as provided herein.

The foregoing limitations on adjustments to Contract Price also apply to any causes of delay which affect any subcontractor, materialman, supplier or laborer on the Project. In no event, if any such events of delay occur, shall any subcontractor, materialman, supplier or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the Village or Village Engineer.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK - Page 48

SC-13.04

Amend paragraph 13.04.A by replacing it with the following paragraph:

If any Work is covered contrary to the Technical Specifications, Drawings or Contract Documents, it must, if requested by Village Engineer, be uncovered for Village Engineer's observation and replaced at Contractor's expense.

Amend paragraph 13.04.B by adding the following language at the end of the second sentence:

,or direct payment if remaining Contract funds are not sufficient.

SC-13.09

Amend paragraph 13.09.C by adding the following language at the end of the first sentence:

, or direct payment if remaining Contract funds are not sufficient.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION - Page 52

SC-14.02.A.2

Amend paragraph 14.02.A.2 by deleting the existing paragraph and replacing it with the following paragraph:

With each Application for Payment, the Contractor shall include a Partial Waiver Upon Progress Payment or Statutory Waiver and Final Release, as appropriate from each and every materialman, supplier and or laborer ("Potential Lienor") who has provided labor, services or materials for the Project. Contractor shall submit its own Statutory Waiver and Partial Release of Lien or Statutory Waiver and Final Release of Lien, as appropriate, with each Application for Payment. Moreover, Contractor shall ensure that no construction liens, or any encumbrances in the nature thereof or any other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the Contractor or by any Potential Lienor in connection with any Work for which Village has made payment or for which payment is not yet due. As a condition precedent to the receipt of each progress payment from the Village, Contractor must furnish the Partial Waiver Upon Progress Payment Statutory Waiver and Final Release from each Potential Lienor, in the form prescribed by Village and/or Village Engineer, together with a Contractor's Affidavit and Partial Release, in the form prescribed by the Village and/or Village Engineer. Further, as a condition precedent to the receipt of the final payment, the Contractor shall provide Village with a Statutory Waiver and Final Release from each Potential Lienor in the form prescribed by Village and/or the Village Engineer, together with a Contractor's Affidavit and Final Release. Each Release given to the Village shall waive and release any lien rights of the Potential Lienor to the extent payment is made with respect to any Work performed through the date of the Release. For any Potential Lienor who has served a Notice to Village and/or Notice to Contractor, but who has not provided labor, services or materials during the period of time covered by an Application for Payment, the Contractor shall provide a Zero Dollar Release in the form prescribed by Village and/or Village Engineer. Contractor shall comply with all requirements of Florida Statutes, Chapter 713. Contractor agrees to indemnify, defend and hold the Village harmless from and against any and all liens or other claims whatsoever filed against the Village or the Village's property by any Potential Lienor for worked performed or materials or services furnished in connection with the Work for which Contractor has been paid or for which payment is not yet due at the time the Lien is recorded. In the event a Claim of Lien is recorded against the Village's property, the Contractor shall cause the same to be satisfied within ten (10) days following the date of recordation of the Claim of Lien, or in the alternative, shall cause the Claim of Lien to be transferred to a Bond. In the event any Liens are not cleared of record within ten (10) days of recordation, Village shall have the right to settle, satisfy, or transfer such Lien to a Bond at Contractor's sole cost and expense and Village may offset any such cost against the next payment due to Contractor, or Contractor shall make a direct payment if remaining Contract funds are not sufficient.

Village shall not be limited to and is entitled to all other remedies available at law or in equity. The provisions of this paragraph shall be deemed an independent covenant of the Contractor and shall be effective with respect to all Work performed and materials and services furnished under the Contract Documents, Change Orders or any other agreement for work with respect to the Project.

SC-14.02.D.1.b

Amend paragraph 14.02.D.1.b by deleting the existing paragraph and replacing it with the following:

Liens have been recorded in connection with the Work or the Project.

SC-14.07

Amend paragraph 14.07.A.1 by replacing it with the following paragraph:

After Contractor has, in the opinion of Village Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operation instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in paragraph 6.12), final releases, final affidavits, Asbuilts, and other documents, Contractor may make application for final payment following the procedure for progress payments.

Amend paragraph 14.07.A.2 by adding the following language at the end of the first sentence:

or claims made against the Bonds provided by Contractor under the Contract Documents.

Delete paragraph 14.07.A.3 in its entirety.

SC-14.09

Amend paragraph 14.09.A.1 by replacing it with the following paragraph:

a waiver of all Claims by Village against Contractor, except Claims arising from unsettled Liens or Claims against the Bonds, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION - Page 59

SC-15.03

Delete paragraph 15.03.A.3 in its entirety.

Delete paragraph 15.03.A.4 in its entirety.

SC-15.04

Amend paragraph 15.04.B. by deleting the last sentence of the paragraph.

EXHIBIT "B"

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS
OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

Village Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Village Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Village Engineer shall endeavor to provide further protection for Village against defects and deficiencies in the Work; but, the furnishing of such services will not make Village Engineer responsible for or give Village Engineer control or supervisory control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of Village Engineer in Village Engineer's agreement with the Village and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Village Engineer's agent at the site, will act as directed by and under the supervision of Village Engineer, and will confer with Village Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Village Engineer and Contractor keeping Village advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Village with the knowledge of and under the direction of Village Engineer.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Village Engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Village Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Village Engineer in serving as Village's liaison with Contractor when Contractor's operation affect Village's on-site operations.
 - b. Assist in obtaining from Village additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples that are furnished at the site by Contractor, and notify Village Engineer of availability of samples for examination.
 - c. Advise Village Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if Village Engineer has not approved the submittal.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist Village Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Village Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Village Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Village Engineer appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Village Engineer.
6. Interpretation of Contract Documents: Report to Village Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Village Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Village Engineer. Transmit to Contractor decisions as issued by Village Engineer.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Village Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Village Engineer.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- a. Furnish Village Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with Village Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Village Engineer Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to Village Engineer and Village upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Village Engineer, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Village Engineer for review and forwarding to Village prior to final payment for the Work.
12. Completion:
- a. Before Village Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- b. Conduct final inspection in the company of Village Engineer, Village and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Village Engineer concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Village Engineer.
- 2. Shall not exceed limitations of Village Engineer's authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 7. Shall not authorize Village to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Village Engineer.

END OF SECTION

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing

This sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED INT HIS FORM.

[signature]

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally known _____

OR Produced identification _____

Notary Public - State of

My commission expires

(Type of identification)

(Printed typed or stamped commissioned
name notary public)

SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Furnish all labor and materials to manage the design, equipment supply, replacement of existing water meters, field installation, system implementation, and optimization of a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost effective manner as well as reduce the Village's unaccounted for and non-revenue water. The scope of work involves, but is not limited to, providing and installing software, hardware, as well as providing all necessary training and installation support. The project also includes repairing or replacing associated water service piping as needed from the new water meters to the water main, water meter box replacement, water system testing, removal of existing water meters and boxes, maintenance of traffic, trench/roadway restoration, site restoration, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum project duration for project completion is ten (10) months.
- B. Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional cost to Owner.
- C. The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions, or Drawing Sheets. The Drawings and Specifications establish minimum standards of quality for this Project. They do not purport to cover all details entering into the design and construction of materials or equipment.
- D. Where portions of the work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications governing items of work that differ from these specifications, the most stringent requirements shall apply.

- E. The Contractor shall become familiar with the existing operating conditions of the Owner's water distribution system and take such into consideration in planning and scheduling work. No extra claims shall be made for work required to achieve conditions beyond those obtainable under normal operation of the existing water distribution facilities necessary to accomplish the work.

1.02 QUALITY ASSURANCE

- A. Laws and Regulations: Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If Contractor observes that the Specifications or Drawings are at variance therewith, Contractor shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If Contractor performs any work, knowing or having reason to know, that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

1.03 PROJECT SPECIFICATIONS

- A. Automated Meter Reading System specifications are included in Appendix A.
- B. The Miami-Dade Standard Specifications and Details for Design and Construction of water and wastewater improvements, latest edition are hereby incorporated by reference and the Contractor shall comply with all requirements. Select Miami-Dade Water and Sewer specification and details are included in Appendix B for reference.
- C. Portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and their Roadway and Traffic Design Standards, hereinafter referred to as the DOT Standard Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein. Such reference shall mean the current edition, including all supplements. In case of a conflict in the requirements of the DOT Specifications and the requirements stated herein, the requirements herein shall prevail.
- D. Contractor will be required to submit Maintenance of Traffic (MOT) plans for work on the Village streets and State highways. Contractor shall coordinate with MOTs for nearby or highway work and obtain approval for all traffic control as required by the permit jurisdiction having authority

- E. This project is funded through the Florida Department of Environmental Protection State Revolving Fund Program and subject to the Supplementary Conditions included as Appendix C.
- F. The applicable portions of North Bay Village Code and Florida Building Code shall apply to the project.

PART 2 SEQUENCE OF OPERATIONS

2.01 SCHEDULING

- A. General: Prepare and submit schedule in accordance with the provisions of Section 01300.
- B. Plan the Work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the Engineer and Owner's representative to develop an approved work schedule which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times, and at no additional cost to the Owner. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.
- C. No work shall be started until the Contractor has received approved shop drawings, established material/delivery dates for all equipment, and received approval of the construction schedule from the Engineer or Owner. The Contractor shall have sufficient manpower, equipment, and material to complete the project.
- D. No work shall commence without express consent of the Engineer or Owner.
- E. If a privately owned staging area is required, no work shall commence until approval of the facility is obtained in accordance with Village requirements.

2.02 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization shall be included in the lump sum price for the Project.

2.03 COORDINATION

- A. Contractor shall cooperate in the coordination of separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Project Manager or Owner.

2.04 SHUTDOWN OF EXISTING OPERATIONS OR UTILITIES

- A. Continuous operation of the Owner's service functions is of critical importance. The Contractor's work shall not result in the interruption of sewage, water, or solid waste service to any customers.
- B. Minimizing conflicts with the ongoing area-wide commercial activities is of critical importance. The Contractor's work shall minimize in the interruption of operations at any facility or business.
- C. Connections to existing services or utilities, or other work that requires the temporary shutdown of any existing operations or utilities shall be planned in detail with appropriate scheduling of the work and coordinated with the Owner or Project Manager. Two business days advanced notice shall be given in order that the Owner or Project Manager may witness the shutdown, tie-in, and startup. The temporary shutdown must be approved by the Owner. All tie-in and bypass operations shall be the responsibility of the Contractor and are considered incidental to the cost of construction and provided at no additional cost to the Owner.
- D. All materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand prior to the shutdown of existing services or utilities.

2.05 OPERATION OF EXISTING SYSTEM PROHIBITED

- A. At no time undertake to close off any utility lines or open valves or take any other action which would affect the operation of existing systems. The Owner's forces will operate all valves. Provide at least one business day notice to Owner prior to any operations.

PART 3 SITE CONDITIONS

3.01 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.

3.02 UTILITIES

- A. The Contractor shall be responsible for determining and/or confirming, at his cost, the locations of all utilities within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.
- B. The Contractor shall contact potentially affected utilities as needed.
- C. The Contractor shall contact Sunshine State One Call at 1-800-432-4770 at least 2 working days prior to any excavation and make arrangements for locating all utilities in the project area.

3.03 CONTRACTOR RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to utilities, telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor with the owner of the utility affected.
- B. Notify all utility offices which are affected by the construction operation at least 2 working days in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

- C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- D. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. In the event the Contractor encounters water service lines or sewer laterals that interfere with trenching, he may, by obtaining prior approval of the property owner, the Engineer and the Owner, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.
- G. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the Engineer.

3.04 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. Protect underground and aboveground existing structures from damage. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the Project Manager of any damaged underground structure, and make repairs or replacements before backfilling.
- C. Without additional compensation, the Contractor may remove and shall replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the Contractor's operations.

PART 4 SAFETY AND CONVENIENCE

4.01 SAFETY AND ACCESS

- A. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the Project Manager.
- B. The Contractor shall notify all residences and businesses of planned construction at least 5 working days prior to the start of work in the block where they are located. Such notices shall be brochures or door-hangers with sufficient information to describe the extent and duration of the planned work. Notification activities shall be coordinated with the Village Engineer.
- C. Homeowners and business owners shall be provided reasonable access. The Contractor shall provide temporary sidewalks, bridges or driveway access, including safe passage over open excavations as required.

4.02 ACCIDENT REPORTS

- A. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Project Manager.
- B. If a claim is made by anyone against the contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Project Manager, giving full details of the claim.

4.03 PROTECTION OF PROPERTY

- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least two business days in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 2 hours, unless the Contractor has made special arrangements with the affected persons.

- B. The Contractor shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the Project Manager, and the Owner.

4.04 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

4.05 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the Owner's approval of MOT plan. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access.
- B. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service.

PART 5 PRESERVATION, RESTORATION, AND CLEANUP

5.01 SITE RESTORATION AND CLEANUP

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on State or Village rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition.

5.02 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain. Grassed areas shall be restored as specified.

PART 6 PERMITS

6.01 GENERAL

- A. Permits to be Obtained by the Contractor may include, but are not limited to the following:
1. Local Building permits.
 2. Local and State contracting licenses.
 3. State utility permit.
 4. State/County dewatering permit.

END OF SECTION

SECTION 01020

ALLOWANCE

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. Included in the contract sum is an allowance account for unforeseen conditions, potential construction changes and adjustments, if ordered and authorized by the Village in accordance with the contract documents.

1.02 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used only with pre-approval in writing by the Village and issuance of change order.
- B. At the closeout of contract, monies remaining in the allowance account will be credited to the Village by change order.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

- A. Engineer's Duties:
 - 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of Proposal items.
 - 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
 - a. Product, model and/or class of materials.
 - b. Accessories and attachments.
 - c. Supplier and installer as applicable.
 - d. Cost to Contractor, delivered to the site or installed, as applicable.
 - e. Warranties
 - f. Quantities
 - 3. Transmit Owner's decision to the Contractor.
 - 4. Prepare change orders.

B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

1.05 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:

1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF THIS SECTION

- A. The following explanation of the Measurement and Payment for the Bid Form items is provided; however, the omission of reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.

1.02 METHOD OF MEASUREMENT

- A. **Measurement of Length:** Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.
- B. **Measurement of Area:** In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 BID ITEMS

- A. **BID ITEM NO. 1 - Mobilization, Bonds & Insurance**

Measurement: Work as specified in this section shall consist of work preparatory to actual construction at the site. It shall include, but not be limited to, movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities as required by these Specifications and state and local laws and regulations. This cost should include the construction of two

(2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. The costs of permits, bonds and any required insurance, and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in this section. Also included in this section will be all costs associated with meetings and coordination with the Owner and Engineer for the purpose of discussing project progress.

Payment: Payment shall be made as a lump sum quantity in accordance with the following schedule and the contract documents:

<u>Percentage</u> <u>Contract</u> <u>Amount Earned</u>	<u>Allowable</u> <u>Percentage of</u> <u>Lump Sum Price</u>
5%	25%
10%	50%
25%	75%
50%	100%

The standard retainage will be applied to these allowances.

B. BID ITEM NO. 2 – Maintenance of Traffic

Measurement: The cost shall include all work associated with Maintenance of Traffic throughout the duration of the project.

Payment: Payment for this work shall be made at the lump sum price and shall include all labor and equipment needed to maintain vehicular and pedestrian traffic during the replacement of all water meters, repair or replacement of water service lines, site impacts, and site restoration. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.

C. BID ITEM NO. 3 – Mobile Based AMI System Implementation and Support

Measurement: The cost shall include all work associated with the design, material/equipment supply, system implementation, and optimization of a Mobile Based Advanced Metering Infrastructure as specified.

Payment: Payment for this work shall be made at the lump sum price and shall include all labor, materials, personnel, and equipment needed to provide and install the Mobile Based Advanced Metering Infrastructure system as well as all necessary set-up, start-up, training, and support for a period of one year after completion and acceptance of the project.

D. **BID ITEM NO. 4 – Mobile AMI Analytics Software Implementation and Support**

Measurement: The cost shall include all work associated with the design, material/equipment supply, system implementation, and optimization of the Mobile Based Advanced Metering Infrastructure analytics software as specified.

Payment: Payment for this work shall be made at the lump sum price and shall include all labor, materials, personnel, and equipment needed to provide and install the analytics software associated with the Mobile Based Advanced Metering Infrastructure system as well as all necessary set-up, start-up, training, and support for a period of one year after completion and acceptance of the project.

E. **BID ITEM NO. 5 – Water Loss Management System Implementation and Support**

Measurement: The cost shall include all work associated with the design, material/equipment supply, system implementation, and optimization of the Water Loss Management System as specified.

Payment: Payment for this work shall be made at the lump sum price and shall include all labor, materials, personnel, and equipment needed to provide and install a Water Loss Management System associated with the Mobile Based Advanced Metering Infrastructure system as well as all necessary set-up, start-up, training, and support for a period of one year after completion and acceptance of the project.

F. **BID ITEM NO. 6 – Customer Engagement Program Implementation and Support**

Measurement: The cost shall include all work associated with the design, material/equipment supply, system implementation, and optimization of the Customer Engagement program as specified.

Payment: Payment for this work shall be made at the lump sum price and shall include all labor, materials, personnel, and equipment needed to provide and install a Customer Engagement program associated with the Mobile Based Advanced Metering Infrastructure system as well as all necessary set-up, start-up, training, and support for a period of one year after completion and acceptance of the project.

G. **BID ITEM NO. 7 through 13 – Furnish and Install 5/8”, 3/4”, 1”, 1 ½”, 2”, 3” and 4” Solid State Water Meters**

Measurement: The cost shall include material and work associated with installing new water meters in accordance with the unit prices contained in the proposal. Contractor shall receive payment for service connections, Bid Items 21 through 23, on a unit price basis per installed service connection as specified in accordance with the unit prices contained in this proposal.

Payment: Payment for this work shall be made at the unit cost basis and shall include all labor, equipment, material, location and coordination of all existing utilities prior to construction, water meter installation, existing water meter removal, installation of new locking curb stop, fittings, couplings, disposal of undesirable material, associated site restoration, safety, dust/erosion, disinfection and bacteriological testing, survey layout, asbuilt drawings, and repair or replacement of existing utilities impacted or damaged during construction for a complete water meter installations. Any item not specified shall be considered incidental to the work.

H. **BID ITEM NO. 14 through 20 – Furnish and Install 5/8”, 3/4”, 1”, 1 ½”, 2”, 3” and 4” Standard Water Meters**

Measurement: The cost shall include material and work associated with rehabilitant/replacing existing mechanical water meters if needed and as directed by the Village in accordance with the unit prices contained in the proposal. Contractor shall receive payment for service connections if required, Bid Items 21 through 23, on a unit price basis per installed service connection as specified in accordance with the unit prices contained in this proposal.

Payment: Payment for this work shall be made at the unit cost basis and shall include all labor, equipment, material, location and coordination of all existing utilities prior to construction, water meter installation, existing water meter removal, installation of new locking curb stop, fittings, couplings, disposal of undesirable material, associated site restoration, safety, dust/erosion, disinfection and bacteriological testing, survey layout, asbuilt drawings, and repair or

replacement of existing utilities impacted or damaged during construction for a complete water meter installations. Any item not specified shall be considered incidental to the work.

I. BID ITEM NO. 21 through 23 – 1”, 2” and 4” Service Connections

Measurement: The cost shall include material and work associated with installing water service connections as specified by the Miami-Dade Water and Sewer specification and details and in accordance with the unit prices contained in the proposal. Assume 20’ service connection length.

Payment: Payment for this work shall be made at the unit cost basis and shall include all labor, equipment, material, location and coordination of all existing utilities prior to construction, water service installation, existing service piping removal and disposal, water service corporation stops, service piping based on service connection size, fittings, couplings, and taps, connection to water main and water meter, clearing, grubbing, excavation and back fill, dewatering, compaction, disposal of undesirable material, new fill, grading, associated site restoration, safety, dust/erosion, disinfection and bacteriological testing, pressure testing, survey layout, asbuilt drawings, and repair or replacement of existing utilities impacted or damaged during construction for a complete water service installation. Any item not specified shall be considered incidental to the work.

J. BID ITEM NO. 24 – Meter Box and Lid Replacements

Measurement: The cost shall include material and work associated with replacing existing meter boxes with new meter boxes and lids as needed in accordance with the unit prices contained in the proposal.

Payment: Payment for this work shall be made at the unit cost basis and shall include all labor, equipment, material, location and coordination of all existing utilities prior to removal and installation of meter boxes with lids, clearing, grubbing, excavation and back fill, dewatering, compaction, disposal of undesirable material, new fill, grading, associated restoration, safety, dust/erosion, survey layout, asbuilt drawings, and repair or replacement of existing utilities impacted or damaged during construction for a complete installation. Any item not specified shall be considered incidental to the work.

K. **BID ITEM NO. 25 – Site Restoration**

Measurement: The cost shall include all general construction requirements for project restoration not included as part of a separate bid item so that all areas disturbed or damaged during construction shall be restored to conditions existing prior to the work.

Payment: Payment for the site work shall be made at the lump sum price and shall include all materials, labor and equipment necessary to perform site restoration work including grading, planting, sodding, landscape, irrigation, lighting, striping, signage, fencing, monuments, removal and replacement of asphalt, sidewalk, driveway, curb and gutter, limerock, base material, clean-up, and any other work required to restore the project area to its original condition. Any trench or site restoration costs referenced as part of other bid items should be included in those bid items accordingly.

Restoration other than or in addition to what is indicated by the plans, specifications, and defined herein will be considered incidental to the construction and the costs of this incidental restoration should be included in the cost of project.

L. **BID ITEM NO. 26 – Allowance**

Measurement: The cost shall include a fixed amount per the Bid Form.

Payment: Use of the allowance account shall be for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers the requirements for submittal procedures as they pertain to:

1. Construction progress schedules
2. Proposed Products list
3. Shop drawings
4. Product data

1.02 SUBMITTAL PROCEDURES

A. Submittals shall be addressed to:

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village FL 33141

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in triplicate within 15 days after date established in the Notice to Proceed for Engineer review.

- B. Revise and resubmit as project conditions require. Revised schedules shall be submitted a minimum of two (2) weeks prior to commencement of Work covered by schedule.
- C. An updated project schedule in accordance with this section will be provided with every application for payment.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean, Contractor's drawings plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- B. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

1.05 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.06 RECORD DOCUMENTS

- A. Engineer will review submitted record documents for compliance with specifications.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers the work as required to provide and/or coordinate:

1. Quality assurance and control of installation
2. References
3. Inspection
4. Manufacturers' field services and reports

1.02 REFERENCES

- A. Conform to reference standard by date of current issue on date for receiving bids.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Owner or Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner or Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Enclosures and fencing, protection of the Work, traffic control, temporary bypass sanitary pumping, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and temporary buildings.
- D. Some of the items specified herein are not specifically required for the project. However, these items shall be provided as required for the convenience of the Contractor or as required for proper completion of the Work.

1.02 TEMPORARY ELECTRICITY (AS APPLICABLE)

- A. Provide and pay for power service, as required, from Florida Power and Light source.
- B. Provide temporary electric feeder from electrical service. Power consumption shall not disrupt Owner's need for continuous service.
- C. Provide separate metering and pay Florida Power and Light for cost of energy used.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- E. Provide main service disconnect and overcurrent protection at a convenient location.
- F. Permanent convenience receptacles may not be utilized during construction.

1.03 TEMPORARY LIGHTING (AS APPLICABLE)

- A. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- B. Maintain lighting and provide routine repairs.

1.04 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Provide ventilation and other equipment and procedures as required to meet OSHA Confined Spaces Entry Requirements.

1.05 TEMPORARY WATER SERVICE (AS APPLICABLE)

- A. Provide and maintain suitable quality water service, as required, for construction operations.
- B. All water used must be metered by Owner, but Contractor will not be charged for the metered water use.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.
- D. Make arrangements with Owner for obtaining meter. Owner will also direct contractor as to where water may be obtained.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing private facilities shall not be used.

1.07 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6-foot high fence to secure material storage areas. Security fence shall be equipped with gates and locks.

1.08 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from landscaped areas.

1.09 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.10 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- C. Remove waste materials, debris, and rubbish from sites weekly and dispose of at an approved site.

1.11 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary equipment, facilities, materials, prior to Final Inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSE-OUT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Contract Close-out Procedures.
- B. Final Inspection.
- C. Contract Close-out Submittals.
- D. Final Application for Payments.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work is substantially complete, he shall submit to the Owner or Engineer:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Owner or Engineer will make an inspection to determine the status of completion.
- C. Should the Owner or Engineer determine that the Work is not substantially complete:
 - 1. The Owner or Engineer will promptly notify the Contractor in writing, giving the reasons therefor.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Owner or Engineer.
 - 3. The Owner or Engineer will reinspect the Work.

- D. When the Owner or Engineer finds that the Work is substantially complete, he will:
1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 2. After consideration of any objections made by the Owner as provided in the Contract Documents, and when the Owner or Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION

- A. When Contractor considers the Work is complete, he shall submit written certification that:
1. Contract Documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. Work is completed and ready for final inspection.
- B. The Owner or Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Owner or Engineer consider that the Work is incomplete or defective:
1. The Owner or Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Owner or Engineer that the Work is complete.
 3. The Owner or Engineer will reinspect the Work.

- D. When the Owner or Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closet submittals

1.04 RE-INSPECTION FEES

- A. Should the Owner or Engineer perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Owner will compensate the engineer for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSE-OUT SUBMITTALS TO OWNER OR ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Shall be in accordance with Section 01720 - Project Record Documents.
- C. Spare Parts and Maintenance Materials: To requirements of the individual Specification Sections, as applicable.
- D. Evidence of Payment and Release of Liens: To requirements of Contract Documents, Supplementary Conditions, and Supplementary Conditions (Construction) Exhibit WWFS-04Li.
- E. Certificate of Insurance for Products and Completed Operations, as applicable.
- F. Consent of Surety for final payment.
- G. Final building permit inspection documents and Certificate of Occupancy as applicable.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Owner or Engineer.
- B. Statement shall reflect all adjustments to the contract Sum:
 - 1. The original Contract Sum.

2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected Work.
 - e. Penalties and Bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for re-inspection payments.
 - h. As-Built Quantities.
 - i. Other adjustments.
3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01720

PROJECT RECORD DRAWINGS

PART 1 GENERAL

1.01 PROJECT RECORD DOCUMENTS

- A. Maintain at the site for the Owner one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed Shop Drawings.

1.02 RELATED SECTIONS

- A. Section 01300 – Submittals
- B. Section 01700 – Contact Closeout

1.03 MAINTENANCE OF DOCUMENTS

- A. Store documents in approved location apart from documents used for construction.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents available at all times for inspection by Owner and Engineer.

1.04 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in a color code.

1.05 RECORDING

- A. Label each document "RECORD DRAWINGS" in neat large printed letters.

- B. Record information currently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings; Legibly mark to record actual construction:
 - 1. Field changes of dimension and detail.
 - 2. Changes made by Field Order or by Change Order.
 - 3. Details not on original Contract Drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each item actually installed.
 - 2. Changes made by Field Order or by Change Order.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SUBMITTAL

- A. During the entire construction operation, the Contractor shall maintain records of all deviations from the Drawings and Specifications and shall prepare there from "Record Drawings" showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was actually constructed. Each month with the Contractor's Application for Payment, or as otherwise agreed, the Contractor shall submit to the Engineer a current listing and description of each change incorporated into the work since the preceding submittal. These drawings shall conform to recognized standards of drafting, shall be neat and legible, and signed and sealed by a Florida Registered Professional Land Surveyor.

- B. At Contract Close-out, the Contractor is required to provide one (1) set of reproducible "Record Drawings" to the Engineer for the Owner. These drawings shall conform to recognized standards of drafting, shall be neat and legible, and signed and sealed by a Florida Registered Professional Land Surveyor.
- C. Accompany "Record Drawing" submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Signature of Contractor or his authorized representative.

END OF SECTION

SECTION 02064

MODIFICATIONS AND REPLACEMENT OF EXISTING STRUCTURES AND EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all supervised labor, materials, equipment, and incidentals required to modify, rehabilitate, alter and/or convert existing structures as required.
- B. Replacement includes but is not limited to the following:
 - 1. Removal of existing equipment and appurtenances as specified.
 - 2. Installation of proposed utilities and structures.

1.02 NOTICES

- A. The Contractor shall inform the Owner and the Engineer of the date of commencement and anticipated completion of the work one week before actual work begins. Sewage service must be maintained during Replacement work. The Contractor shall coordinate all work and scheduling with the Owner.

1.03 SAFETY

- A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies and shall secure the site for working condition in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site. The Contractor shall perform all work in accordance with the applicable OSHA standards. Emphasis is placed upon the requirements for entering confined spaces, scaffolding, and the handling and storage of chemicals.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall dismantle and remove all existing equipment, piping, and other appurtenances required for the completion of the Work. Where called for or required, the Contractor shall cut existing pipelines for the purpose of making connections thereto.
- B. No existing structure, equipment, or appurtenances shall be shifted, cut, removed, or otherwise altered except as indicated in the Contract Documents or with the express approval of and to the extent approved by the Engineer.
- C. All cutting of existing concrete or other material which requires bonding to new work shall be done in a manner to meet the requirements of the respective section of these Specifications covering the new work. If the work is not covered, the cutting shall be carried on in the manner and to the extent directed by the Engineer.
- D. The surfaces of any seals which are visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- E. Where necessary or required for the purpose of making connections, the Contractor shall cut existing pipelines in a manner to provide an approved, restrained, joint. Where required, the Contractor shall weld beads, flanges, or provide Dresser couplings, as required.
- F. The Contractor shall supply, install and maintain all flumes, hoses, piping, plugs, bulkheads and other related items used to divert or hold back the flow of wastewater, water, or other liquids, as required in the performance of the work under this Contract.

3.02 CONNECTING TO EXISTING PIPING AND EQUIPMENT

- A. The Contractor shall verify exact location, material, alignment, joint, etc., of existing piping and equipment prior to making the connections called out in the Drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.

3.03 REMOVAL AND REPLACEMENT OF PIPING AND APPURTENANCES

- A. Removal of piping, anchors and accessories shall be done in a manner that will cause as little damage to the structure as possible. Pipes and anchors shall be drilled or sawed out with as little hammering as possible. Care shall be made to preserve existing reinforcement as much as possible and not structurally damage the structure. Before grouting of new piping, anchors or appurtenances into place, the concrete surfaces shall be cleaned of all loose material curing compounds, grease oil, standing water. The cleaned surface shall receive a coating of epoxy bonding/grouting adhesive before application of grout.

3.04 FINAL ACCEPTANCE

- A. After the specified work has been completed, the structures shall be visually inspected and tested by the Contractor (as required and specified) in the presence of the Engineer and found to be acceptable.

END OF SECTION

SECTION 02800

RESTORATION OF SURFACE FEATURES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. The work includes restoration of driveways, lawn areas, trees and plants, and any other existing areas affected by the utility replacement, rehabilitation, or relocation work. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.
- B. All areas disturbed or damaged during construction shall be restored to conditions existing prior to the work.

1.02 RELATED SECTIONS

- A. Section 01000 – General Requirements

1.04 SUBMITTALS

- A. Certification of quality by producer shall be delivered to Engineer ten days prior to use.
- B. Submit sod certification for grass species and location of sod source.
- C. Submit mix design for asphaltic concrete.
- D. Submit data on joint filter, concrete admixtures, and curing compound.
- E. Submit mix design for Portland cement concrete.

PART 2 PRODUCTS

2.01 SOD

- A. The sod used for restoration shall match the existing in the area. In areas without well-established sod, Argentine Bahia sod shall be used.

- B. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two inches. The sod shall be live, fresh, and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Engineer before placing.
- C. The sod shall be a minimum age of 18 months, with root development that will support its own weight without tearing when suspended vertically by holding the upper two corners.

2.02 PLANTS

- A. Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous, and free from defects, decay, disfigurement, bark abrasions, plant diseases, insects, and insect eggs/larvae. The new plants shall be approved by the Engineer before placing.
- B. Existing plants may be removed, preserved, and replaced at the Contractor's option. Plants shall be handled by an approved nursery.

2.03 COMMERCIAL FERTILIZER

- A. Commercial fertilizers shall comply with the state fertilizer laws.
- B. The numeral designations for fertilizer indicate the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash contained in the fertilizer.
- C. The chemical designation of the fertilizer shall be 12-8-8. At least 50 percent of the phosphoric acid shall be from normal super phosphate or an equivalent source that will provide a minimum of two units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container.

2.04 WATER

- A. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream, or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance that might be harmful to plant growth or disruptive to traffic. Salt water shall not be used.

2.05 ASPHALTIC CONCRETE PAVING

- A. Asphaltic concrete for surface and base course applications shall be as specified in Section 331 of the FDOT Standard Specifications.
- B. Primer: In accordance with FDOT Section 300, Prime and Tack Coats of Basis Courses.
- C. Tack Coat: In accordance with FDOT Section 300.
- D. Perform work in accordance with FDOT Section 300.
- E. Pavement markings shall be replaced in their original location, color, and material where disturbed.
- F. All equipment associated with the operations of pavement placement and related work shall be entirely suitable for the applicable operations performed and shall be maintained in good condition.

2.06 PORTLAND CEMENT CONCRETE PAVING AND SIDEWALKS

- A. Portland cement concrete used in the performance of this concrete shall be Type I or Type II with a minimum 28-day compressive strength of 3,000 psi and shall conform to the requirements of Section 345 of the FDOT Standard Specifications.
- B. Form materials shall conform to ACI 301.
- C. Joint filter material shall be per FDOT Section 932.
- D. Reinforcement shall be welded steel and wire fabric: Deformed type, A497.
- E. Concrete materials shall be in accordance with FDOT Section 345 and related sections referenced under Section 345.
- F. Curing compound shall be in accordance with FDOT Section 350.
- G. Pavement markings shall be replaced in their original location, color, and material where disturbed.
- H. All equipment associated with the operations of pavement placement and related work shall be entirely suitable for the applicable operations performed and shall be maintained in good condition.

PART 3 EXECUTION

3.01 LANDSCAPING RESTORATION

- A. Any lawn area affected by the required work shall be restored to a condition equal to or better than the conditions existing before the work.
- B. Where required plants shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards." Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

3.02 SOD PLACEMENT

- A. The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation.
- B. Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling, and repairing of any washed or eroded areas as necessary.

3.03 PAVEMENT REPLACEMENT

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and as vertically as possible.
- B. When placing the aggregate base course:
 - 1. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and recompact.
 - 2. Place aggregate in maximum six inch layers and compact to 98% AASHTO T180.
 - 3. Add small quantities of fine aggregate as appropriate to assist compaction.

4. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
 5. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
 6. The following tolerances for the aggregate base course shall be maintained.
 - a. Flatness: maximum variation of 1/4 inch measured with 10 foot (3m) straight edge.
 - b. Scheduled compacted thickness: within 1/4 inch.
- C. When placing asphaltic concrete paving:
1. Verify that compacted granular base is dry and ready to support paving and imposed loads.
 2. Verify gradients and elevations of base are correct.
 3. Apply primer in accordance with FDOT Section 300.
 4. Apply tack coat in accordance with FDOT Section 300.
 5. Install Work in accordance with FDOT standards.
 6. Place asphalt within 24 hours of applying primer or tack coat.
 7. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
 8. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.
 9. All existing pavement edges shall be saw cut prior to placing new abutting asphalt pavement.
 10. The following tolerances for the asphaltic concrete paving shall be maintained.

- a) Flatness: maximum variation of 1/4 inch measured with 10 foot (3m) straight edge.
 - b) Scheduled compacted thickness: within 1/4 inch.
 - c) Variation from true elevation: within 1/4 inch.
- D. When placing Portland cement concrete paving and sidewalks:
- 1. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
 - 2. Verify gradients and elevations of base are correct.
 - 3. Prepare subbase in accordance with FDOT Section 350 Compact Subgrade to 100% maximum density AASHTO T-99.
 - 4. Moisten subgrade to minimize absorption of water from fresh concrete.
 - 5. Notify Engineer at least 24 hours prior to commencement of concrete operations.
 - 6. Place and secure forms to correct locations, dimension, profile, and gradient.
 - 7. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.
 - 8. Place reinforcement at bottom of slabs-on-grade, 2" clear.
 - 9. Place concrete in accordance with FDOT Section 350.
 - 10. Place joint filler between paving components and building or other appurtenances.
 - 12. Sidewalk paving: Broom finished with even, dustless surface.
 - 13. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

3.04 CURB REMOVAL AND REPLACEMENT

- A. Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal. Materials and methods of replacing state highway sidewalks or curbs shall conform to the FDOT Standard Specifications.

3.05 CONCRETE SIDEWALK

- A. Concrete sidewalk shall be removed by saw cutting on a straight line with edges as vertical as possible. The new sidewalk segments shall match the existing sidewalk as to width, thickness, and elevation and have a medium broom finish.
- B. Expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections shall be 1/2-inch joints formed with a preformed joint filler.
Not Used.

END OF SECTION

**WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE**

BID NO. NBV 2017-001

Appendix A

Mobile Based AMI System Specifications:

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1 Introduction

1.1 Overview

North Bay Village is hereby requesting proposals for a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost effective manner as well as reduce the Village's unaccounted for and non-revenue water. The Village also seeks to conduct advanced data analysis through this system based upon the data it provides.

This invitation to bid (ITB) requests a response for purchase of the following:

- Radio endpoints to encode, store, and transmit register data, interval data, leak data and tamper data.
- A Mobile Based AMI reading system (Flexible collection of data, using handhelds, mobile and fixed collection systems in tandem or migrating from one system to another without costly equipment change-outs) to collect register data, interval data, tamper data and reliably process this data, and pass this data to the customer information system (CIS) or Analytics software.
- A Water Loss Management system that values a solution that supports water conservation programs for both the utility and its customers.
- Replacement of residential water meters that support either standard mechanical measuring elements or non-moving part "solid state meters" that can give added benefit and support to the Mobile AMI system.
- An endpoint programming system with the capability to initialize endpoints upon installation and pass pertinent installation data to the system.
- A solution that supports conservation through meter right-sizing without complicated IT support.
- A user interface for all value-added functionality which is simple to use, ubiquitous in nature, and allows access from all appropriate departments.
- Customer support services, including: assistance with software operation; troubleshooting and reconciling failed devices; network growth and the addition of new devices; training needs; recurrent software upgrades; and other activities to sustain proper operation of the system.
- A system with flexible customer engagement options, data presentment through PC and smart phones.
- A system with user-friendly data display so that customer service representatives can provide clear and accurate information to customer who call with usage questions or billing concerns.

- A system that provides multiple, flexible reading options for all endpoints.
- Application software and licenses
- Experienced and Local professional services for installation and training
- Ongoing hardware and software maintenance and support

Any systems and services proposed must cover the meters in use at North Bay Village and must be compatible with standard communication protocols to cover other meters and/or service types, as well as other applications in the future.

North Bay Village seeks to acquire a meter reading system that meets the following objectives:

- Meter reading and meter data collection in the most safe and cost-effective manner possible
- Data collection using mobile based reading processes.
- The System must be capable functioning as a “Hybrid System” for both mobile base and fixed based reading. **This ITB does not include the installation of a fixed based network at this time.**
- Manual entry of meter readings and other meter data using the computer keyboard
- Collection of meter readings, tamper data and up to 40 days of daily and hourly interval data from water meters via handheld, drive-by radio or fixed base.
- Ability to perform remote disconnect and reconnect of water service via handheld, drive-by, or fixed based radio incorporated into meter reading routes
- Ability to collect acoustic water leak sensor data via handheld, drive-by or fixed based radio incorporated into meter reading routes
- Ability to collect data from endpoints where the data is in an encrypted format
- Ability to migrate from walk-by or drive-by data collection to advanced meter capabilities using a networked system using the same meters and modules
- Ability to integrate readings from a network with the mobile system allowing for: mobile to fixed network migration, contingency reading of meters under the network, and a single interface to the billing system for all meter readings
- Provide in-home leak detection flags by monitoring minimum usage to reduce lost water and avoid high water bills for improved customer service.
- Enhance service to our customers with ability to conduct timelier bill complaint investigation and resolution using detailed data collected by the mobile AMI system that can be used by the customer support team as well as shared directly with the customer.

1.2 General Instructions

- 1.2.1 This ITB outlines the requirements for a Mobile Based AMI system to be purchased and owned by North Bay Village.
- 1.2.2 The system shall be comprised of all new equipment. Components shall be produced by established manufacturers. Bidder supplying proposal must provide local service and provide documentation that bidder has been in business for more 10 years.
- 1.2.3 Bidder will provide 3 references of projects in Southeast Florida. References shall include the name and phone number of the Utility contact.
- 1.2.4 **Bidder to document as part of their bid any areas of non-compliance with the system specifications. Areas of non-compliance may result in rejection of a bid.**

2 Technical Requirements

The bidder's system shall meet the following technical requirements:

2.1 Water Endpoints

- 2.1.1 The endpoint must be capable of operating in harsh environments. As a minimum, the endpoint must function accurately and not be damaged over an operating temperature range of -40 to +70 degrees Celsius.
- 2.1.2 The endpoint must withstand submersion in one (1) meter of water for a minimum of 30 minutes in accordance with IPx7 testing, per IEC 529 (EN 60529).
- 2.1.3 **The endpoint must be designed to last in the field without need for servicing for a minimum of 20 years.**
- 2.1.4 **Battery operated endpoints must have a battery design life of 20 years with engineering data to support the claim.**
- 2.1.5 The bidder's solution must provide the same functionality for both indoor water meters and those located in pit settings. Endpoints proposed for pit settings must be able to withstand the harsh pit environment and have no exposed electrical connections.
- 2.1.6 The endpoint must be factory installable at the meter manufacturer.
- 2.1.7 The endpoint in pit setting must offer an in-line connector that enables removal of the meter for periodic testing while allowing the endpoint to stay in the field. Connector must be a proven device with three 3 or more years of use in the field.
- 2.1.8 The endpoint must utilize an accurate and reliable encoding technology to capture readings.
- 2.1.9 The endpoint must be capable of detecting and reporting potential theft. At a minimum, the endpoint must report cut cable tampers, register communication errors, and reprogramming attempts.
- 2.1.10 The system must be capable of detecting and reporting reverse flow events.

- 2.1.11 The endpoint must be capable of detecting and reporting metered leak events.
- 2.1.12 The system shall allow the addition of meter modules at any time without the need for system reconfiguration.
- 2.1.13 The endpoint shall have the option of having a remote antenna for exceptionally unfriendly RF environments where standard mobile read mode is not sufficient for satisfactory reading performance.
- 2.1.14 The endpoint should have a second port to connect an acoustic leak sensor, telemetry device or automatic shut off valve
- 2.1.15 Bidder must have sold a minimum of ten million radio-frequency based endpoints to the water utility market to assure familiarity with the water market.
- 2.1.16 The endpoint must be able to connect to pulse accumulating or absolute encoder-type registers.
- 2.1.17 Endpoints capable of auto-configuring themselves when connected to encoded registers are preferable over endpoints that require programming after being connected to an encoded register.
- 2.1.18 Endpoints shall be capable of reading the water meter on top of the hour every hour and storing a minimum of 40 days of readings. The endpoint shall be capable of transmitting any or all of the readings via radio commands to avoid having to physically visit the endpoint site.
- 2.1.19 The endpoint shall be capable of being read by a Mobile Reading System as well as by a Fixed Network System. If different operating modes are required, the endpoint shall be capable of switching from one mode to the other without the need of replacing any equipment or visiting each meter box. When in Fixed Network mode (future application) the endpoint shall still be capable of being read by a Mobile System for contingency readings.
- 2.1.20 The endpoint should support remote shut-off.
- 2.1.21 As part of North Bay Village's commitment to system integrity and conservation, North Bay Village requires the ability to meter right-size. One-minute resolution is preferred.
- 2.1.22 Endpoint should have secure data communications.

2.2 Radio Frequencies

- 2.2.1 North Bay Village is seeking a solution with low power and high-throughput data handling characteristics.
- 2.2.2 The endpoint can operate in the licensed or non-licensed ISM band according to the rules and regulations of the Federal Communications Commission (FCC) and Industry Canada (IC).

2.3 Meter Compatibility

- 2.3.1 Bidder must be compatible with multiple meter bidders to allow for complete freedom of meter choice.

2.4 Retrofit Hardware Requirements

- 2.4.1 Bidder must be capable of performing retrofit installations of endpoints in the field as needed.

2.5 Application Software for Route Processing

2.5.1 *Application Architecture*

- 2.5.1.1 The application software must be a multi-tier client-server application based on the Microsoft's .NET development environment.
- 2.5.1.2 The application software database management system must support Microsoft® SQL Server 2012 or Oracle® 11g.
- 2.5.1.3 The application software server operating system must support Windows Server 2012.
- 2.5.1.4 The application software client operating system must support Windows 7 and Windows 8.
- 2.5.1.5 The application software must support the ability to horizontally scale to support potential utility growth without installing multiple instances of the software.
- 2.5.1.6 The application software must support the ability to operate in a virtual environment using the VMWare platform.
- 2.5.1.7 The application software must support wired and wireless communications to handhelds and mobile collectors.

2.5.2 *System Configuration*

- 2.5.2.1 The application software must provide the ability to configure lists of codes and translations for the various meter reading and route processing functions.
- 2.5.2.2 The application software must provide the ability to configure various business process rules.
- 2.5.2.3 The application software must provide the ability to integrate user defined scripts, batch files and programs that can then be accessed and executed by application users.
- 2.5.2.4 The application software must provide the ability to configure the main display of the handheld device using drag and drop mechanisms.
- 2.5.2.5 The application software must provide the ability to install and manage multiple versions of handheld software components.

- 2.5.2.6 The application software must automatically update software on handheld devices based on software components assigned to specific handhelds or groups of handhelds by a system administrator.

2.5.3 *Security*

- 2.5.3.1 The application software must provide the ability to configure organizational hierarchy of the utility and assign routes, employees and collection devices to groups in the hierarchy
- 2.5.3.2 The application software must provide the ability to control access to groups of the organizational hierarchy and the routes, employees and collection devices within those groups for each employee on the system.
- 2.5.3.3 The application software must provide the ability to integrate users and authentication with LDAP compliant systems including Windows Active Directory.
- 2.5.3.4 The application software must provide the ability to store and manage user names and passwords for application users and handheld users
- 2.5.3.5 The application software must provide the ability to allow the system administrator to define the minimum length of user passwords.
- 2.5.3.6 The application software must provide the ability to allow the system administrator to define the duration of time before passwords expire.
- 2.5.3.7 The application software must provide the ability to allow the system administrator to define the maximum amount of failed log in attempts by a user before the user is locked out.
- 2.5.3.8 The application software must provide the ability to view a history of successful logins and failed login attempts.

2.5.4 *Drive-by Computer Interface*

- 2.5.4.1. The proposed system must provide for complete interface to the drive-by data collection device. Route unloading and loading must be provided either by manual operation or by automatic loading with pre-assigned reading activity.
- 2.5.4.2. Transfer of route data shall be allowed through the use of external compact flash media including USB drives or via a direct transfer over wired or wireless network connection.
- 2.5.4.3. The application server software must have the ability to automatically post uploaded route files from the mobile computer.

2.6 *Handheld Computer and Related Hardware*

2.6.1 *Collection Characteristics and Memory*

- 2.6.1.1 Memory for application and data used in the data capture devices must be secure data technology, a non-volatile memory that improves data integrity and security.

2.6.1.2 The handheld computer must have the capability to store all meter reading data collection information—including routes—on a removable, user accessible Secure Data (SD) Compact Flash (CF) card. This removable media should be able to be copied to an alternate handheld in the event of a handheld failure to retain and restore the meter reading data.

2.6.1.3 The device must have persistent memory storage of system configuration and user setting to prevent having to reload them after a system reset or the main battery gets completely discharged.

2.6.2 ***Keyboard***

2.6.2.1 The device must have an easy-to-use data input system. The keyboard must provide the following:

- Environmental protection without the need for special covers or cases.
- Alphanumeric data entry without need for a Shift key.
- Dedicated New Service and/or Meter keys.
- A dedicated Change Meter Information key.
- A keyboard legend that facilitates the use of the application indicating software shortcuts or speed keys.
- Large numeric and Enter keys to support use with gloved hands.
- Keyboard and key legends that are backlit for use in low-light settings.
- Keyboard keys must give the user a tactile feedback.

2.6.3 ***Display and Physical Characteristics***

2.6.3.1 The devices must use color liquid crystal display (LCD) technology with a minimum of 16 bits of resolution for applications that require a graphical user interface (GUI).

2.6.3.2 The display must be backlit and be readable in outdoor applications.

2.6.3.3 A touch-screen display shall be standard with every system. It needs to be pressure-sensitive and activated by the finger or a passive stylus.

2.6.3.4 The display must support the use of a protective transparent film without negatively affecting its usability or readability.

2.6.3.5 All handheld devices must be equipped with:

- Hot swappable, field replaceable and rechargeable batteries
- Battery capacity indicator with at least 4 levels
- A battery charging system that completely charges the battery pack within 4 hours

- The handheld computer must provide data security in the event of loss of power from the main battery supply. This protection is required even if the main battery supply is removed while the handheld computer is turned on for a minimum of 24 hours.
- Battery must utilize smart lithium-ion technology with a minimum capacity of 2500 mAH.
- The device must be chargeable outside of the communications cradle, including in a utility vehicle.

2.6.4 *Processing*

2.6.4.1 The system shall support a minimum processor running at least 800 MHz

2.6.4.2 The system must be able to run at a minimum Microsoft® Windows CE® 5.0 Professional.

2.6.5 *Communications*

2.6.5.1 The handheld must have the capability to perform its functions via radio with no wire connections required to the meter or meter module.

2.6.5.2 All radio components must be fully integrated into the handheld computer.

2.6.5.3 Should North Bay Village choose to purchase a non-radio version of the handheld; it must be feasible to upgrade these units in the future to support wirelessly reading meters.

2.6.5.4 The handheld must be IP-addressable and must communicate via Ethernet, USB, and serial port connections.

2.6.5.5 The system shall have, as an option, an internal GPS radio to capture latitude and longitude coordinates.

2.7 *Drive-by Mobile Collection System*

2.7.1. The drive-by system must be capable of operating inside of any utility vehicle in harsh environments.

2.7.2. The drive-by system must be easily installed into new or existing utility vehicles.

2.7.3. The drive-by system must provide the ability collect meter readings, tamper data and up to 40 days of daily and hourly interval data from water meters via handheld or drive-by radio.

2.7.4. The drive-by system must provide the ability to perform remote disconnect and reconnect of water service via handheld or drive-by radio incorporated into meter reading routes. The commands must be secured using industry standard encryption and authentication protocols.

2.7.5. The drive-by system must provide the ability to collect acoustic water leak sensor data via handheld or drive-by radio incorporated into meter reading routes.

- 2.7.6. The drive-by system must provide diagnostics capability to allow troubleshooting in the field.
- 2.7.7. The drive-by system must distinguish endpoints to be read based on priority via colored symbology on the mapping application.
- 2.7.8. The drive-by system must provide a mapping application, including GPS, that allows the meter reader to visually determine which meters have been read and those that remain to be read via colored symbology.
- 2.7.9. The drive-by system mapping application must provide the meter reader the flexibility to see only those meters that have not been read.
- 2.7.10. The drive-by system mapping application must provide the meter reader the ability to view geographically where the vehicle is in relation to the end points being read.
- 2.7.11. The drive-by system application must include functionality to calculate latitude and longitude GPS data for mapping purposes from address locations provided by the utility.
- 2.7.12. The drive-by system must provide the ability to filter out interference that may be interpreted as meter reads.
- 2.7.13. The drive-by system must have 80 channels of read capability.
- 2.7.14. The drive-by system must be able to migrate from handheld to drive-by and to fixed network without changing the endpoint.

2.8 Analytics Software

- 2.8.1. North Bay Village requires that our existing Tyler Technologies billing and customer information software be usable with the Mobile Based AMI system. As a minimum, a utility employee will see the mobile AMI data and be able to accomplish daily activities such as:
 - Reconciling bill complaints
 - Recognizing possible leaks
 - Creating new bills for move-out
 - Identifying usage in unoccupied locations
- 2.8.2. North Bay Village billing department employees and customer service representative need accurate, up-to-date data about individual customers. North Bay Village Manager needs accurate, complete information about routes, groups of customers, and the system as a whole.
- 2.8.3. North Bay Village requires proof of system performance with software that tracks system performance and reports it to North Bay Village employees.

- 2.8.4. As part of our commitment to system integrity and accuracy, North Bay Village requires the ability to identify tampers such as usage on an inactive meter or no usage on an active meter.
- 2.8.5. As part of our commitment to system integrity and conservation, North Bay Village requires the ability to conduct district metering analysis.
- 2.8.6. North Bay Village requires that Interval data be accessible in multiple views such as: Hourly, Daily, Weekly, as well as current billing period, any of the above compared to a previous period, filtered by week, weekend, holidays, etc.
- 2.8.7. North Bay Village requires the ability to schedule reports to be run and e-mailed to customers.
- 2.8.8. North Bay Village requires that the software have the ability to check for reading anomalies (high/low) and report them.
- 2.8.9. North Bay Village requires leak detection capabilities.

2.9 Consumer Engagement

- 2.9.1. North Bay Village requires that vendor's consumer engagement interface provide near real-time data for end-customer use.
- 2.9.2. North Bay Village require that the consumer engagement data be readable by end-customers on a variety of platforms such as a PC and smartphone.
- 2.9.3. North Bay Village requires interactive budgeting capabilities for end-use customers.
- 2.9.4. North Bay Village requires that CIS customers have available multi-site, multi-resource usage data that provide the opportunity to analyze, date limit, and email reports.

2.10 Water Loss Management System

- 2.10.1. North Bay Village requires a permanent monitoring and proprietary (non-third party) integrated distribution level leak detection system.
- 2.10.2. North Bay Village requires leak detection system software that prioritizes leaks by severity.
- 2.10.3. North Bay Village requires that the leak detection system be hosted and accessible in the field.
- 2.10.4. North Bay Village requires a leak management system that can record history of previous leaks/ repairs at sensor locations.
- 2.10.5. North Bay Village requires the leak detection sensors to have a minimum of 10-year battery life and must be completely submersible without impacting sensor integrity or performance.

- 2.10.6. North Bay Village requires a web-based user interface (UI) that displays a digital map of the service territory with each sensor location properly identified with GPS coordinates. UI must also display leak status for each sensor with an appropriate legend, such as: red for probably leak, yellow for possible leak and green for no leak likely.
- 2.10.7. North Bay Village requires that the leak sensor be readable with a two-way radio controller. Digital leak sensors must: employ a two-way, multi-band radio protocol, use advanced direct sequence techniques to increase range; and be approved by the FCC for unlicensed or licensed operation under FCC rules in the U.S. or equivalent applicable rules in other territories.
- 2.10.8. North Bay Village requires that the leak sensors have a self-calibrating, real-time calendar clock for implementation of nighttime recording and power management.
- 2.10.9. North Bay Village requires that the leak sensors record vibrations during the night a minimum of 256 times over a 4-hour period in order to characterize nighttime vibrations in the environment of the sensor.
- 2.10.10. North Bay Village requires that the analysis software include computation of a leak status for every acoustic leak detection sensor. The leak status is derived from a leak index, which is a number between 0 and 99 that represents the relative likelihood of there being a leak in the vicinity of the acoustic leak detection sensor.
- 2.10.11. North Bay Village requires that bidders must offer 24 hours per day customer support, 7 days a week.

3 Scope of Work

3.1 Experienced Project Management

The bidder, and its representatives, shall have a proven program of professional project management to ensure detailed follow-through for successful execution of system installations. Project managers shall be experienced in managing the design, installation and optimization of systems. Project management experience shall include system integration capabilities and any necessary training support.

- 3.1.1 Selected vendor's authorized distributor is to provide local technical support and project management for 1 year after initial system implementation.
- 3.1.2 Project Management will be responsible for working with Utilities and Customer Service to develop Standard Operating Procedures (SOP's) for post implementation maintenance.

3.2 System Configuration

The bidder selected shall provide a preliminary study team that works with North Bay Village to determine exact requirements and recommends a configuration solution. This team will deal with the entire project, including an agreed-upon phased approach to implementation, if required.

3.3 System Design

The Bidder selected shall provide a project team to determine what system configuration, installation options, performance criteria and redundancy will work best. This includes interface requirements with the Village's Tyler Technology billing software, application requirements, platforms supported, and program management responsibilities.

3.4 Configuration and Set Up

Include as part of your pricing proposal (Bid Items #3 through #6) all costs associated with the expected hardware configuration setup, operating system and software installation, parameter setups, definition of required reports, and development of input and output files. If your software must be customized include all costs to customize in your system pricing.

3.5 Installation

3.5.1. Include as part of your pricing proposal all aspects of the installation and construction of the systems used to provide the proposed Mobile Based AMI meter reading services.

3.5.2. Electronic Data Collection

3.5.2.1. Contractor shall utilize a Field Computer or electronic device for the specific purpose of collecting new meter information. The field computer shall be equipped with a barcode code scanner, camera and integrated GPS, at a minimum, to ensure data collection accuracy and integrity. It is acceptable to utilize a hardcopy form in the field for the purpose of production planning and supervision, but at no time should the hardcopy be used to solely collect the new meter information to be later hand keyed into a database for data processing, this is specifically to prevent human error in the field and in the office.

3.5.2.2. It is required that a job Forman, or crew leader, perform the data collection at each location, to include a final quality control review of the installation upon completion. A picture shall be taken of old meter read and new meter set.

3.5.2.3. Contractor shall have the means to automate and perform a thorough quality control review on a daily basis. The specifics are noted below, at a minimum, and must be able to demonstrate their process in detail if required.

- Endpoint – Verify there are no duplicates in the system.

- Endpoint – Utilize Certification File from manufacture and / or supplier to ensure data accuracy.
 - New Meter – Verify there are no duplicates in the system.
 - New Meter – Utilize Certification File from manufacture and / or supplier to ensure data accuracy.
 - Final Read – Compare final read to a threshold, including an upper and lower limit, to prevent erroneous reads from inadvertently entering billing.
 - Meter Attributes – Utilize Certification File from manufacture and / or supplier to ensure data accuracy.
- 3.5.2.4. Contractor shall prepare nightly reports to reflect the day's production.
- 3.5.2.5. Contractor shall prepare weekly project progress reports to communicate inventory levels as well as project progress.
- 3.5.2.6. Contractor shall prepare weekly and / or monthly system integrity reports to include route/book saturation levels as well as read rates.
- 3.5.2.7. Contractor shall have the in-house expertise to work with the client's billing provider to develop and implement an interface that will facilitate the electronic exchange of data.
- 3.5.2.8. Typical interface specification:
- Download:
 - Account Number
 - Account Status
 - Service Type
 - Meter Number
 - Meter Type
 - Meter Size
 - Previous Read
 - Service Address
 - Occupant
 - Occupant Contact
 - Location Notes
 - Upload:
 - Account Number
 - Meter Number
 - Final Read

- New Read
 - New Meter Number
 - New MIU / MXU Number
 - Meter Brand
 - Meter Type
 - Meter Size
 - Install Date
 - Latitude
 - Longitude
- 3.5.3. Contractor will be responsible for any site or utility damage resulting from the installation of meters, meter boxes, and/or new water services. See Bit Item #23 for additional criteria.
- 3.5.4. Contractor shall include a current Safety Program.
- 3.5.5. Contractor is responsible for obtaining all applicable permits from the Village's Public Works and Building Departments and for arranging for all required inspections associated with this project.
- 3.5.6. Contractor shall put out door hangers 24 to 48 hours prior to meter installation.
- 3.5.7. All employees will wear a uniform marked with a visible company logo.
- 3.5.8. All vehicles will be marked with appropriate company logos.
- 3.5.9. Contractor shall schedule appointments for all commercial accounts.
- 3.5.10. Contractor shall report any unauthorized use of water.
- 3.5.11. It is the Contractor's responsibility to return all old meters back into the Village.
- 3.5.12. Experience:
- 3.5.12.1. Contractor shall have a minimum of 8 years of experience performing meter installations with AMR and AMI type systems.
- 3.5.12.2. Contractor shall have a verifiable experience record of having installed 25,000 meters per year, during the previous 4 consecutive years, of this ITB.

3.6 Training

- 3.6.1. North Bay Village requires training on all facets of the Mobile Based AMI System.
- 3.6.2. North Bay Village requires training on the Hand held meter reading system.
- 3.6.3. North Bay Village requires training on the Mobile meter reading system.
- 3.6.4. North Bay Village requires training on Hand held and Mobile meter reading Software.

- 3.6.5. North Bay Village requires training on the Reporting and Analysis Processes.
- 3.6.6. North Bay Village requires training on the Endpoint Installation and Maintenance.
- 3.6.7. North Bay Village requires training on Field Maintenance Procedures for Meter boxes, endpoints and Network hardware.

4 Made in America

In Accordance with Appendix D of the FDEP Supplemental Conditions, North Bay Village requires that all major components of the Mobile Based AMI System be manufactured and supported in the United States of America.

5 Standard Water Meters (Rehabilitation/Replacement of Existing Meters Only)

- 5.1. All meters offered must comply with the latest NSF 372 standards. These specifications include the rehabilitation or replacement of existing water meters if needed and as directed by the Village. The specifications cover cold water meters and the materials and workmanship employed in their fabrication. The displacement meters covered are known as nutating disc meters and are positive in action in that the discs displaces or carries over a fixed quantity of water for each nutation of the disc when operated under positive pressure. Only nutating disc meters offering bronze bodies conforming to NSF 372 standards are acceptable. Displacement meters with coatings applied on their housing bodies to meet NSF 372 standards are not acceptable.
- 5.2. An affidavit from the manufacturer that the meters furnished under the purchaser's order comply with all applicable requirements of AWWA specifications and these detailed specifications.
- 5.3. All meters shall have a bronze outer case with a separate removable bottom plate made of bronze or polymer material for meter sizes 5/8" x 3/4" and bronze for 1" meters. A bronze removable top plate shall be supplied for larger size meters. The size, model, and direction of flow shall be molded in the upper casing of the meter housing. Meters shall meet AWWA standards as it applies to working pressure and shall be in conformance to NSF 61 standards.
- 5.4. The outer case shall be so designed to accept either a totally sealed straight reading or digital absolute encoder register as described in these specifications.
- 5.5. 1 1/2" and 2" meters shall be equipped with female threads or oval flanges. Oval flanged meters shall have casted in place a 1" NPT threaded test plug, for inline field testing, or pressure checks and shall accept the register configurations stated above.

- 5.6. All external closures shall be designed for easy removal after long service. Special torx tamper style seal screws shall be available and provided. Plastic push through pins are not acceptable. Bolts to secure the top and bottom plates to the meter body shall be made of non-corrosive stainless steel.
- 5.7. All meters shall have an absolute encoder register that is permanently sealed using a glass reading dome and brass or stainless steel housing, reading in US gallons. The encoder register shall incorporate a sweep hand and leak indicator on the dial face. The encoder register shall have a plastic lid with the meter serial number stamped on it. The encoder register shall be designed with a resolution encoder which includes eight-digit resolution to AMR/AMI Endpoints and the option of four, five, six, seven or eight-dial resolution. The Encoder register shall be mechanical; LCD or LED will not be accepted.
- 5.8. The measuring chambers shall be self-contained units smoothly finished, firmly seated, easily removed from the main cases, and shall not be a part of the main case. The measuring chamber, 5/8" through 2", shall be made of a dimensionally stable reinforced thermoplastic. They shall be of two-piece snap joint design and shall be secured in the main casing so that the accuracy of the meter will not be affected by any distortion of the cases that may occur when operating under pressures to 150 psi.
- 5.9. The measuring device shall be made of a suitable synthetic polymer as near the specific gravity of water as possible. It shall be smoothly finished and shall be fitted accurately into the measuring chamber. The disc style shall be equipped with a thrust roller and disc spindle. The disc nutations shall not exceed those listed below.
- 5.10. All meters shall be provided with strainer screens of rigid non-ferrous material which fit snugly, are easy to remove, and have an effective straining area at least double that of the main-case inlet.
- 5.11. All meters offered shall meet or exceed the latest AWWA accuracy standards for new water meters.
- 5.12. Meters supplied under these specifications shall operate without leakage or damage to any part at a working pressure of 150 psi.
- 5.13. **All bids shall include the manufacturers nationally published warranty.**

6 Solid State Residential Water Meters (New Meters)

- 6.1. These specifications include the installation of new Solid State meters throughout the Village's system. This specification covers Cold Water Ultrasonic Meter in sizes 5/8", 5/8" x 3/4", 1", and the material and workmanship employed in their fabrication. The meter must utilize ultrasonic measurement technology and have no moving parts within the meter.

- 6.2. The basis for measurement is the use of ultrasonic signals sent consecutively in forward and reverse directions of flow. Velocity is determined by measuring the time difference between the measurement in the forward and reverse direction. Flow totalization can then be calculated from the measure flow velocity using water temperature and pipe diameter. The meter is all electronic with totally potted circuitry, display and battery. There are no moving parts to wear or replace and no part of the meter is removable or serviceable.
- 6.3. The purchaser may require, in their supplemental specifications, an affidavit from the manufacturer or vendor that the meters furnished under the purchaser's order comply with all applicable requirements of this specification. Failure to meet any part of the specification shall be sufficient cause for rejection.
- 6.4. Meters supplied under this specification shall operate without leakage or damage at a working pressure of 175 psi.
- 6.5. The housing shall be lead-free, made of stainless steel or engineered polymer, and shall be designed so that at a working pressure of 175 psi, any distortion will not affect the accuracy of the meter. Metering tube shall not be repaired in any manner. The flow direction and meter size shall also be cast in the meter tube and the inlet and outlet shall have a common axis.
- 6.6. The ultrasonic metering insert shall be self-contained within the meter flow tube, seated, and not removable. The insert shall be secured to the main case, providing a method of minimizing turbulence and cleaning the reflectors, so that the accuracy of the meter will not be affected by any distortions of the case when operating at a pressure of 175 psi. The metering insert shall be made of engineered polymer and stainless steel and the ultrasonic transducers shall be wetted components that extend through the meter tube and shall have a surface of stainless steel.
- 6.7. The electronic circuit shall be micro-processor based and include a non-replaceable battery, and non-volatile memory capable of storing all programmable data and accumulated data. The circuit shall control the ultrasonic transducers. No field programming or calibration shall be necessary. The entire meter circuit and related components shall be fully potted and sealed from water intrusion. No components shall require service or replacement over the life of the meter. For reliability, the use of inductive coil technology shall not be permitted with an electronic residential meter.
- 6.8. The name of the manufacturer shall be permanently molded and the serial number shall be imprinted on the lid of the register box. The lid and shroud components shall overlap to protect the lens. Register box enclosures and lids shall be made of engineered polymer.
- 6.9. The Register shall be encased in an integral non-corrosive polymer housing, with the electronics, display, and battery completely potted within. It must be permanently epoxy sealed to provide moisture resistance to flooded pit or submerged conditions. The permanent seal between the lens and non-corrosive plastic housing shall utilize an adhesive seal.

- 6.10. The Register shall be an integral part of the meter assembly. The register must be available as factory pre-wired to an endpoint, or factory pre-wired to an inline connector that can be used to connect to an endpoint.
- 6.11. The Register shall consist of an electronic local display combined with electronic circuitry to provide either a high resolution absolute encoder output. This electronic register assembly shall transmit a signal through properly shielded (grounded) transmission wire for electronic reading connectivity.
- 6.12. The High Resolution Absolute Encoder Register option, available for the engineered polymer and stainless steel meters, shall use an industry ASCII protocol. Capable of sending a 9-digit encoder output to the endpoint as well as extended status messages. Resolution being sent to the reading software is based on the output of the endpoint.
- 6.13. The display shall be a straight reading, permanently sealed electronic LCD with digits 0.25 inches high. The display will contain 9 digits plus a decimal point and display consumption, units of measure, rate of flow and alarm information. The digital display shall provide a totalized consumption resolution to 0.01 gallons.
- 6.14. The size, model, and direction of flow through the meters shall be permanently visible on the topside of all meter displays. The units of registration, U.S. gallons, cubic feet, or meters cubed shall also be designated on the Register display. The enhanced resolution of the totalized flow display can be utilized as a flow indicator for leak detection.
- 6.15. The Register shall have a lid that covers the display face for added protection and optional identification of serial number.
- 6.16. The meter shall register not less than 98.5% and not more than 101.5% of the water actually passed through the meter. At the extended low test flow rate, the meter shall register not less than 97.0% and not more than 103.0% of the water actually passed through the meter.
- 6.17. **All bids shall include the manufacturers nationally published warranty.**

7 Solid State Commercial Water Meters (New Meters)

- 7.1. These specifications include the installation of new Solid State meters throughout the Village's system. This specification covers Commercial Water Meters sizes 1 ½"- 4" meters under this specification shall be a microprocessor- based electronic water meter capable of displaying total net consumption and flow rate in both forward and reverse flow direction.
- 7.2. The water meter shall have no moving parts to ensure that there is no damage from particulate matter, e.g. stones, sticks, weeds, etc.

- 7.3. The meter shall be suitable for operation from internal batteries that provide an operating life of 10 years for sizes 1 ½" up to 4". The meter shall provide an alarm at least 3 months prior to end of life to alert user of battery status. The alarm shall be visible on the meter display. Once the battery is dead the display should still function, showing the final registered volume, and provide another alarm stating the meter is no longer measuring flow.
- 7.4. As an optional feature, meters 2" and larger may include a replaceable battery pack as the means of powering. The battery pack shall be interchangeable among all of these sizes of meter and shall be labeled with the anticipated battery life for each size of meter to which it may be attached.
- 7.5. The battery pack shall include Torx head screws to secure the battery to the meter. The meter will have further features to indicate or prevent removal of the battery by unauthorized personnel. The battery pack connection port shall be double O-ring sealed and include material to indicate contact with moisture. The battery cells shall be encased in an engineering polymer or epoxy resin to protect them from physical or water damage.
- 7.6. Accuracy in the normal flow range shall be comparable to AWWA C701, AWWA C702, AWWA C703 and AWWA C712 in both forward and reverse flow direction. The meter shall have a turndown ratio of 350:1. The lowest measured flow should be 350th of the max flow and the accuracy shall be >95%.
- 7.7. An accuracy of ±1.50% shall be achieved for normal flows starting at 1% of max flow and up to the stated maximum flow (for 1.5" meters or larger). This performance is required for water management and/or billing purposes.
- 7.8. The battery powered electromagnetic meter shall have a sampling rate of at least 500ms and maintain a 10-year battery life (with sealed battery supply) at this sampling rate. Any slower sampling rate will not be accepted.
- 7.9. The 500ms sampling rate is required to ensure that the meter maintains its accuracy during variable flow rates and will provide an accurate reading in commercial billing applications.
- 7.10. The meter must contain internal grounding rings to ensure that any electro-static charge that could affect the meter's performance is dissipated before entering the flow tube. External groundings rings will not be accepted.
- 7.11. The meter performance shall have been verified on a fully traceable test facility that is internationally accepted (such as NAMA, NIMJ, NIST or equivalent). Laboratory traceability packs shall be available on request.
- 7.12. Meters sizes 1 ½" to 4" shall have laying lengths no more than specified by AWWA C701 Turbine Type Meter Standard, most recent revision.
- 7.13. Flanged ends for meters 1 ½" to 4" shall conform to ANSI B16.5 Class 125.

- 7.14. The wetted materials shall be compatible with, and suitable for, potable water. An internationally recognized body such as AWWA, NSF, WRC or equal shall certify the liner. Acceptable electrode material is 316 Stainless Steel. All other electrode material is not accepted.
- 7.15. The meter body and display enclosure must be constructed of a durable 304 stainless steel. The flow tube shall be constructed of 316 stainless steel.
- 7.16. The flow tube liner must be of a high density polyethylene to ensure that it is not susceptible to mineral build up.
- 7.17. The meter and register display shall be rated to IP68 (NEMA 6P) and be suitable for indefinite submergence to a depth of up to 33 feet (10 m). The meter should be fully IP68 sealed at the factory and not require additional potting material at installation. The sensor shall also be suitable for installation in underground pipes without the need for a meter vault or pit. The manufacturer shall, on request, provide evidence of satisfactory operation of similar sensors for a minimum period of 5 years in buried installations.
- 7.18. A remote-mounted display suitable for installation up to 200 feet from the sensor must be available and easily retrofitted in the field for pit applications.
- 7.19. The remote mounted display must be able to provide a pulse output capable of interfacing with external data loggers, AMR/AMI devices and 4-20mA Frequency to Analog converters.
- 7.20. The Remote display unit shall be protected to IP63 (NEMA 4P) resistant to water spray at a 60° angle. An IP68 (NEMA 6P) protective box may also be required.
- 7.21. There shall be independent totalizer displays to give net total and flow rate.
- 7.22. The meter shall be compatible with electronic meter reading systems, including hand-held scan reading and Walk-by, Drive-by and Fixed Network radio frequency systems.
- 7.23. The meter shall provide two pulse outputs. The pulse outputs must be capable of interfacing with external data loggers, AMR/AMI devices and 4-20mA Frequency to Analog converters. The meter shall also have the ability to provide an absolute encoded output for interfacing with AMR/AMI devices.
- 7.24. The output of the meter shall be easily changed out in the field without removal of the register, without compromising the IP68 rating, without the need to remove and replace potting material and without programming.
- 7.25. Manufacturers shall, on request, provide a reference list of battery-powered electromagnetic flow meters that have been supplied to users on major international leakage detection and water supply projects and which have been in operation for at least 5 years.
- 7.26. **All bids shall include the manufacturers nationally published warranty.**

**WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE**

BID NO. NBV 2017-001

Appendix B

1. Miami-Dade Water and Sewer Department (WASD) Specifications for reference:
 - Section UC-075 Water Service Installations
 - Section UC-080 Meter Boxes, Sectional Plates and Vaults for Water Service
 - Section UC-085 Water Meter Valves
 - Section UC-170 Cleaning and Testing of Main
 - Section UC-175 Disinfection of Water Main
 - Section 15060 Piping and Fittings
 - Section 15100 Valves, General
2. WASD Details for reference:
 - GS 0.5, 1 of 2 Standard Requirements Water and Sewer Construction
 - GS 0.5, 2 of 2 Standard Requirements Water and Sewer Construction
 - GS 2.0, 1 of 5 Standard Requirements Mechanical Thrust Restraint
 - GS 2.0, 2 of 5 Standard Requirements Mechanical Thrust Restraint
 - GS 2.0, 3 of 5 Standard Requirements Mechanical Thrust Restraint
 - GS 2.0, 4 of 5 Standard Requirements Mechanical Thrust Restraint
 - GS 2.0, 5 of 5 Standard Requirements Mechanical Thrust Restraint
 - WS 2.05, 1 of 1 Casting Standards
 - WS 2.10, 1 of 3 Single Meter Box Installation

- WS 2.10, 2 of 3 Single Meter Box Installation
- WS 2.12, 1 of 2 Dual Meter Box Installation
- WS 2.12, 2 of 2 Dual 5/8" Meter Installation
- WS 2.16, 1 of 4 Typical 2" Service Installation with 2" Meter
- WS 2.16, 2 of 4 Typical 2" Service Installation with 1 1/2" Meter
- WS 2.16, 3 of 4 Typical 1" Service Connection (Copper or HDPE)
- WS 2.16, 4 of 4 Typical 2" Service Connection (HDPE)
- WS 2.21, 1 of 3 Easement Requirements for Service and Fire Hydrant
- WS 4.10, 1 of 1 Typical Service Plan
- WS 4.16, 1 of 2 Meter Bank – 2" Supply
- WS 4.16, 2 of 2 Meter Bank – 4" Supply
- WS 4.20, 1 of 4 Typical Fire & Domestic Water Service Connections
- WS 4.21, 1 of 2 Dual 2" Meter Installation for Typical 4" Domestic Service
Lines
- WS 4.21, 2 of 2 Dual 2" Meter Installation for Typical 2" Domestic Service
Lines

SECTION UC-075
WATER SERVICE INSTALLATIONS

PART 1 - GENERAL

1.01 SCOPE

This Contractor shall furnish all labor, material and equipment required to construct water service installations, as specified herein.

1.02 RELATED SECTION

Section UC-080 - Meter Boxes, Sectional Plates and Vaults for Water Service
Section UC-085 - Water Meter Valves

1.03 LEAD FREE REQUIREMENT

- A. It is a requirement that all components of water service installations be certified lead free. All brass components for water service installations shall comply with the S3874 amendment (Reduction of Lead in Drinking Water Act) to Section 1417 of the Federal Safe Drinking Water Act.
- B. All meters, meter accessories, copper pipe, brass pipe, fittings, corporation stops, saddles, washers, tailpieces, couplings and other appurtenant items used for water services shall be "NL" no lead Type for installation in the WASD system. Solders and flux shall contain no more than 0.2% lead.
- C. All brass components shall be marked "NL" to indicate no lead.
- D. All valves 2-inch and smaller shall conform to the No Lead, NL, requirement. Valves larger than 2-inches are exempt.

PART 2 - PRODUCTS

2.01 HDPE Pipe for Services

- A. All 2-inch high density polyethylene pipe used for services shall be IPS-O.D. Controlled with Standard Outside Dimension Ratio (SODR) of 9, pressure rating of 250 psi, nominal outside diameter of 2.375-inches, minimum wall thickness of 0.264-inches, in conformance with Materials Standard PE 4710 "Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter". Pipe shall conform with ANSI/AWWA C901 "Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service" as modified herein. Pipe shall have a (natural) inner core with a blue colored outer shell. Pipe shall have footage marks at a maximum interval of every two feet. Polyethylene material shall have a minimum cell classification in accordance with ASTM D3350 "Polyethylene Plastics Pipe and Fitting Materials" of 445576D for

the core, which shall be 100% virgin material, and 445576E for the outer shell. Note that both of these materials are UV stabilized as signified by the "D" for natural colored and "E" for the colored shell. Pipe shall conform with NSF 61 or 14. Manufacturer shall supply certification of compliance with all of the above requirements. Certification shall ship with the pipe on material sold to the Department and shall always be submitted with shop drawings and catalogue cuts. When required by the Chief, Engineering Division, Miami-Dade Water and Sewer Department or his designee, certification shall be signed and sealed by a professional engineer licensed to practice in the state in which the manufacturer is located or in the State of Florida.

- B. All 1-inch high density polyethylene tubing used for services shall be CTS-O.D. Controlled with Standard Outside Dimension Ratio (SODR) of 9, pressure rating of 250 psi, nominal outside diameter of 1.315-inches, minimum wall thickness of 0.125-inches, PE 3408, all in conformance with Materials Standard PE 4710 "Polyethylene (PE) Plastic Tubing". Tubing shall conform with ANSI/AWWA C901 "Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service" as modified herein. Tubing shall have a (natural) inner core with a blue colored outer shell. Tubing shall have footage marks at a maximum interval of every two feet. Polyethylene material shall have a minimum cell classification in accordance with ASTM D3350 "Polyethylene Plastics Pipe and Fitting Materials" of 445576D for the core, which shall be 100% virgin material, and 445576E for the outer shell. Note that both of these materials are UV stabilized as signified by the "D" for natural colored and "E" for the colored shell. Tubing shall conform with NSF 61 or 14. Manufacturer shall supply certification of compliance with all of the above requirements. Certification shall ship with the tubing on material sold to the Department and shall always be submitted with shop drawings and catalogue cuts. When required by the Chief, Engineering Division, Miami-Dade Water and Sewer Department or his designee, certification shall be signed and sealed by a professional engineer licensed to practice in the state in which the manufacturer is located or in the State of Florida.
- C. All HDPE services require the use of a 10 gauge direct bury stranded copper blue tracer wire tapped every four feet with poly or duct tape for location purposes. The tracer wire shall be accessible at the meter box and connected to the corporation stop for continuity of the signal. The 10 AWG standard tracer wire shall have 0.030" HDPE insulation and measure 0.162" min O.D.

2.02 COPPER

- A. Copper tubing shall conform to the requirements of NSF 61 and ASTM Standard B88. "Seamless Copper Water Tube", Type "K". All tubing shall be furnished in straight lengths. Fittings and valves shall be of the solder-joint type except where specified otherwise. Type L copper shall only be used on the customer side of the property and is not allowed on public right-of-ways.
- B. Fittings for use with copper tubing shall be one of the following:
 - 1. Cast bronze solder-joint fitting shall be in accordance with ANSI Standard B-16.18, "Cast Brass Solder-Joint Fittings", and ASTM Standard B62-90, "Composition Bronze or Ounce Metal Castings". Cast bronze solder-joint fittings shall be as manufactured by Chase Brass and Copper Co., Stanley G. Flagg & Co., Inc. Or approved equal.
 - 2. Wrought copper solder-joint fittings shall be in accordance with ANSI Standard B16.22, "Wrought Copper and Bronze Solder-Joint Pressure Fittings".

Connection of copper pipe or fittings with galvanized pipe or fittings shall be made with dielectric fittings. Solder shall be lead free type.

2.03 SERVICE TERMINAL FITTINGS

A. Single Meter Box Installation

- a. One inch or 2-in copper or High Density Polyethylene (HDPE) tubing and terminal fittings.
- b. 1" lock wing style valve, drilled for wire sealing, Cat. No. KV23-444W Ford Meter Box Co. or Cat. No. 14255, Mueller Co.
- c. C.I. cover and lid as per MDWASD Standard Details

B. Duel Meter Box Installation

- a. One inch or 2-in copper or High Density Polyethylene (HDPE) tubing and terminal fittings.
- b. 1" branch valve assembly, with Standard 7 ½ -in spacing between outlet centers, drilled for wire sealing, Cat. No. UV23-42W Ford Meter Box Co. or 1-in branch connection with Standard 7 ½ in spacing between outlet centers Cat. No. H-15362, fitted with angle stops for 5/8 inch meters, drilled for wire sealing, Cat. No. H-14265, (3/4' Inlet) Mueller Co.
- c. C.I. cover and lid as per MDWASD Standard Details

2.04 CASINGS FOR TORPEDO INSTALLATIONS

- A. Provide a PVC Schedule 40 casing or black steel pipe casing one inch in diameter larger than the service pipe when the service is installed with the use of a torpedo. When the service is installed by the direct bury method, no casing is required.

2.05 BRASS FITTINGS AND VALVES

- A. All brass components shall be marked "NL" to indicate no lead.
- B. Angle Key Meter Valves – Ford Meter Box Company KV-444W, Mueller or approved equal.
- C. Brass Fittings – Merrit Brass or approved equal
- D. Pack Joint, Swivel Nut – A.Y. McDonald Model 4761-22
- E. Ball Corporation Stop – Ford Meter Box Company FB800, Mueller H-10003 or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION OF SERVICES

- A. Services from the new water mains shall consist of corporation stops, HDPE or copper tubing and terminal fittings as shown in the Standard Details. All service installations from the new

main shall be installed by the Contractor. Service installations from existing mains, if required, will be installed by Department forces, and the cost for materials and labor furnished by the Department shall be borne by the Contractor.

- B. Where possible, all meter boxes shall be installed in non-traffic and non-parking areas.
- C. Where meter boxes are located in existing sidewalks, the whole flag of sidewalk shall be removed and replaced with new concrete. The concrete walk shall be 4 inches thick and finished with the proper tools and techniques to resemble the existing walk. The concrete support for meter boxes shall be eliminated when the box is installed in an existing sidewalk. Where meter boxes are located out of sidewalk areas, a concrete support is required. Concrete supports shall be to the established line and grade.
- D. Meter boxes shall be set flush with the finished grade if in sidewalks, or flush with the top of the ground if out of sidewalk areas.
- E. All bends in copper tubing shall be made with an approved type tube bender to the satisfaction of the Department. Flattened, out of round or kinked tubing will not be permitted.
- E. One inch service connections shall be one of the following:
 - 1. Short Single - Consisting of a short run of HDPE or copper tubing from the main on the same side of the street as the proposed meter, to the meter installation approximately 2 ½ feet from property line. Single meter box installation included.
 - 2. Long Single - Same as above but from a main on the opposite side of the street from the proposed meter.
 - 3. Short Dual - Consisting of a short run of HDPE or copper tubing from the main on the same side of the street as the proposed meter to the meter installation, approximately 2 ½ feet from the property line and branched off to serve an additional customer. Dual meter box installation included.
 - 4. Long Dual - Same as above but from a main on the opposite side of the street from the proposed.
- F. If PVC or black steel casing pipe for services crossing existing pavement is required, the pipe may be driven from the side of the street which affords the most room for the driving trench, thus resulting in the least number of couplings in the casing. Extra care shall be used in leveling and heading the first length of casing in the proper direction. One method of driving casing, known to work in this area and offered here as a suggestion, is to use an ordinary coupling screwed on the leading end of the casing as a cutting edge, and driving against a coupling screwed on the tailing end with a special tool in a pneumatic hammer, while maintaining a steady pull forward on the hammer with a small winch. Each length of casing as driven shall be cleaned out with compressed air introduced through a one-half-inch pipe at least as long as the casing. The purpose of driving casing pipe is to make it unnecessary to repair paving over one-inch service cuts. Should the Contractor elect to open-trench any one-inch service line across pavement, he will be required to repair the paving.

- G. The Contractor shall install the meter box, 1-inch branch assembly, 30 inch tailpieces and perforated spacers.
- H. When installing services the Contractor shall temporarily plug the ends of the tail pieces for protection against dirt.
- I. Pipe bedding and the backfill material to at least 6 inches above the crown of the copper tubing shall be clean white masonry sand. Backfilling and compaction of material lying above a point 6 inches above the crown of the tubing and below the surface of the ground shall be as specified in Section 02315, "Trenching and Backfilling for Piping Systems".
- J. Department forces will install the meters into the boxes installed by the Contractor.

END OF SECTION

SECTION UC-080**METER BOXES, SECTIONAL PLATES AND VAULTS FOR WATER SERVICE****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Contractor shall furnish and install all concrete meter boxes, lids, sectional plates and precast vaults required for a complete installation.
- B. All concrete meter boxes, sectional plates and vaults shall be in accordance with the Department's Standard Details and as specified herein.

PART 2 - PRODUCTS**2.01 GENERAL**

All materials used in the production of the concrete meter boxes, lids sectional plates and vaults shall be new and or recent manufacture. Aggregates shall not originate in salt or brackish water areas and no calcium chloride containing admixtures shall be used.

2.02 FINE AGGREGATE

Fine aggregate for concrete mixes shall consist of sand or stone screening, composed of hard durable grains, free of foreign matter such as loam, clay, dirt, organic matter or other impurities. Fine aggregate shall conform to the following gradation requirements:

<u>Size Sieve</u>	<u>Percent Passing</u>
3/8"	100
No. 4	90 to 100
No. 8	70 to 95
No. 16	50 to 85
No. 30	30 to 70
No. 50	10 to 45
No. 100	0 to 10

2.03 COARSE AGGREGATE

- A. Coarse aggregate for concrete mixes shall consist of gravel, broken stone or local limerock.
- B. Coarse aggregate shall be hard, durable and free of foreign matter such as loam, clay, dirt, organic matter or other impurities. It shall be free of adherent coatings. Coarse aggregate shall conform to the following gradation requirements:

1. Meter Boxes, Lids and Sectional Plates

<u>Size Sieve</u>	<u>Percent Passing</u>
3/4"	100
1/2"	90 to 100
3/8"	40 to 70
No. 4	0 to 15
No. 8	0 to 5

2. Vaults

<u>Size Sieve</u>	<u>Percent Passing</u>
1-1/2"	100
1"	95 to 100
1/2"	25 to 60
No. 4	0 to 10
No. 8	0 to 6

2.04 CEMENT

- A. Cement shall be a standard brand of Portland cement meeting the requirements of ASTM C150-86, "Portland Cement", Type I.
- B. Different brands of cement, even if tested and approved, shall not be mixed during use.

2.05 REINFORCING STEEL

- A. General: All reinforcing steel shall be free of rust, grease, dirt or mortar and shall be thoroughly cleaned of any such foreign matter or loose mill scale before being placed in position.
- B. Wire reinforcement shall conform to ASTM A82, "Steel Wire, Plain, for Concrete Reinforcement".
- C. Wire mesh reinforcement shall conform to ASTM A185, "Steel Welded Wire, Fabric, Plain for Concrete Reinforcement".
- D. Bar reinforcement shall conform to ASTM A615-7a, "Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", Grade 60, deformed, except that steel manufactured by the Bessemer process will not be accepted.

2.06 WATER

Water used in mixing concrete that is not in the form of surface moisture on the aggregate shall be from the Department's water supply or other approved source. (See "Water Used in Construction" of Section 01100)

PART 3 - EXECUTION**3.01 MANUFACTURE****A. General**

All concrete meter boxes, lids, sectional plates and vaults shall be manufactured in accordance with the applicable provisions of ASTM C858, "Underground Precast Concrete Utility Structures", as modified herein.

B. Forms

1. The Forms shall be made from of a non-porous material with smooth surfaces and shall be accurate and strong enough to maintain the structure's dimensions within one half of the allowable tolerances given in Section 3.4 of ASTM C858
2. The precast sections for 4' x 4' vaults shall be constructed with a threaded metal insert in accordance with Standard Detail No. WS 2.20, Sheet 1 of 2, contained herein. Also, each section shall be furnished with a corner bolt.

C. Cleaning and Oiling: Forms shall be cleaned before each use, and shall be free of paint or other protective coatings that might cling to the surface of the concrete. Releasing agents applied to the form to aid in breaking the bond shall not be injurious to the concrete.**D. Reinforcement:** Steel reinforcing shall be securely positioned in the form to maintain the concrete cover shown on the Standard Details.**E. Mixture**

1. The aggregates shall be sized, graded, proportioned and thoroughly mixed in a batch mixer with proportions of cement and water that will produce a homogeneous concrete having a compressive strength of 3500 psi at 28 days of age for the boxes and plates and 3000 psi for the vaults after the same curing period.
2. Batched concrete shall be made in standard concrete mixers only, and not in mortar boxes, wheelbarrows or similar equipment.
3. Mixers shall be standard mechanical (power-driven) rotary type for concrete. Mixers normally used for mortar or plaster mixing will not be permitted.

F. Concrete Placement

1. Concrete shall be placed either by gravity into the form at a rate such that the concrete is plastic at all times and flows readily into all parts of the form and around all reinforcement steel without segregation of materials, or by highspeed pneumatic rammer resulting in dense, evenly compacted concrete without disturbing the reinforcement. The surfaces from top to bottom shall show uniform compaction.

2. The top surface of the molded items shall be flat and finished smooth while in the mold. Capping will not be permitted. Where required by the Department, corners shall be rounded.
- G. Curing: Curing shall be by any method or combination of methods that will develop the required compressive strength within 28 days or less.
- H. Repairs: The precast units may not be repaired without specific approval by the Department.
- I. Inspection: The quality of materials, manufacturing process, and the finished units shall be subject to inspection at any time by the Department, and the supplier shall afford access for this purpose, if so required.

3.02 CERTIFICATION

Prior to installation of any of the above mentioned units, the Contractor shall furnish the Engineer, upon his request, with a statement giving the following information:

- A. Name of manufacturer.
- B. The source and type of cement.
- C. The source and specific gravities of the aggregates.
- D. The concrete mix proportions, and strength at 28 days.
- E. Name of admixtures, if any.
- F. Mill certificates for the reinforcement steel.
- G. Source of water.

3.03 REJECTION

The Precast units shall be subject to rejection, either at the manufacturing plant or at delivery, upon failure to conform to any of the specified requirements herein. The following imperfections shall also be cause for rejection:

- A. Defects that indicate any imperfect concrete mixing and molding.
- B. Surface defects such as honey-combed or open textured and damaged area which would affect the structural adequacy.
- C. Repaired areas or capping.
- D. Improper radius at corners or improper tolerances.

END OF SECTION

SECTION UC-085
WATER METER VALVES

PART 1 - GENERAL

1.01 SCOPE

This Contractor shall furnish meter valve and accessories for cold water displacement meters (to be furnished and installed by the Department) and shall supply all labor, material and equipment necessary for a satisfactory installation.

1.02 RELATED SECTION

Section UC-080 - Meter Boxes, Sectional Plates and Vaults for Water Service

PART 2 - PRODUCTS

2.01 METER VALVE ASSEMBLY

- A. Meter valves (inlet side of meter) for single meter box installations, including single meter boxes for multi-story buildings, shall be the lock wing type with coupling nut drilled for wire seal. The inlet end of the valve shall be for 1-inch copper tubing as specified herein, and the outlet end (coupling nut) shall connect to a 1-inch meter. The valves shall be as manufactured by the following or an approved equal:

Ford Meter Box. - Angle Inverted Key Meter Valves, No. KV23-444W

or

Mueller Co. - Angle Meter Stop, No. H-14255

- B. Meter valves (outlet side of meter) for single meter boxes (multi-story building) shall be the plain type with coupling nut drilled for wire seal. The inlet end of the valves (coupling nut) shall be for 1-inch copper tubing as specified herein, and the outlet end shall connect to a 1-inch meter. The valves shall be as manufactured by the following or approved equal:

Ford Meter Box. - Straight Inverted Key Meter Valves, No. KV23-444W

or

Mueller Co. - Straight Inverted Key Meter Valves, No. H-14348

- C. Meter branch valve assemblies (inlet side of meter) with standard 7-1/2 inch spacing for dual meter boxes (two 5/8-inch water meters) shall be lock-wing types with coupling nuts drilled for wire seal. The inlet side of the branch valve assembly shall be for 1-inch copper tubing as specified herein, and the outlet side (coupling nut) shall connect to a 5/8-inch by 3/4-inch meter. The branch valve assembly shall be as manufactured by the following or an approved equal:

Ford Meter Box. - Branch Valve Assemblies, No. UV23-42WW

or

Mueller Co. - "U" branch connection No. H-15362 with 7-1/2 inch spacing, 3/4 I.P. male thread (outlet) and inlet for 1-inch copper tubing

and

Angle meter stops No. H-14265 with 3/4-inch I.P. female thread (inlet), and coupling nut (outlet) for 5/8-inch by 3/4-inch meter and drilled for wire seal.

PART 3 - EXECUTION

(Not Used)

END OF SECTION

SECTION UC-170**CLEANING AND TESTING OF MAIN****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all material, labor and equipment necessary to clean and test force main and/or water main.
- B. The material herein specifies cleaning and testing of mains 24-inches in diameter and less unless otherwise allowed by the MD-WASD.

1.02 RELATED SECTION

Section UC-175 - Disinfection of Main

Section UC-370 - Cleaning and Testing Gravity Sewers

1.03 QUALITY ASSURANCE

- A. Testing shall be in accordance with ANSI/AWWA Standard C-600, latest edition, as modified herein.
- B. Cleaning and testing shall be performed in strict accordance with these specifications.
- C. The Contractor is cautioned that Miami-Dade County or other governing body having jurisdiction over the work location may have regulatory rules and ordinances prohibiting or limiting the discharge of water from any excavation into sanitary and storm sewer systems, or to canals and drainage ditches. The Contractor shall comply with all regulations of all governing agencies.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION**3.01 GENERAL**

- A. As soon as the installation of each run of main is completed, including valves sufficient for control and anchored sufficiently to withstand any test pressure, the run shall be thoroughly cleaned by pigging (or, if required by the MD-WASD, flushing), discharging the water through a riser into the pipe trench, unless some other method of disposal is approved by the MD-WASD. Note that in some circumstances it may be necessary to install valves after the line segment has been pigged. In such an instance, permission to use this sequence of operations must be approved in writing by the MD-WASD.

- B. THE Contractor shall clean the inside of the main in intervals during its installation. The Contractor shall utilize pigging to clean the main unless otherwise specified herein or instructed by the MD-WASD. A Bare Swab No. 5, density 1 lb./ft.³ by Knapp Polly Pig, Inc. 1209 Hardy Street, Houston, Texas 77020, 1-800-231-7205, or approved equal, shall be utilized for this work. Any damage to the pipe lining caused by pigging shall be repaired or replaced to the satisfaction of the MD-WASD at the Contractor's sole expense. The Contractor shall furnish all materials and equipment necessary to clean the mains.
- C. Volume flushing, if required, shall be of sufficient velocity to produce a scouring action in the main meeting the approval the MD-WASD.
- D. The Contractor shall furnish and install all piping necessary to dispose of the flushing water and shall exercise care to prevent any damage to the surrounding area and adjoining and adjacent properties.
- E. Water Main: Mains shall be tested as a whole or in sections between line valves, unless otherwise specified or approved by the MDWASD. Unless otherwise approved by the MDWASD, the total length of pipe for any single test shall not exceed 2,000 feet. Where a segment is being tested which includes more than one line valve to line valve section the maximum allowable leakage, defined below, shall be based on the length of the small segment being tested. All offset connections, fire hydrants, fire hydrant branch mains, and services between line valves shall be tested with the water main.
- F. Force Main: The force main shall be tested in a manner identical to the water main test specified above. Offset connections and blow offs will be tested along with the main. Corporation stops shall be installed prior to testing and shall be included in the test with no leak permitted.

3.02 WATER FOR CLEANING AND TESTING

- A. Water for cleaning and testing shall be furnished as specified in "Water Used in Construction" of Section 01100. The Contractor shall furnish and install all necessary pumps, piping and fittings, including the corporation stop(s), to connect the section under test to the source of water. The test pump shall be a centrifugal or gear pump producing a steady pressure free of pulsation. The MD-WASD may furnish a suitable meter or container for measuring the flow of water into the line, if available and requested by the Contractor in a timely manner, but will not be considered as obliged to do so. If the meter is not furnished by the MD-WASD, a meter or container, calibrated to the satisfaction of the MD-WASD shall be provided by the Contractor. A Contractor-supplied meter or container must be approved in writing by the MD-WASD. The test pressure shall be 100 psi and, as specified in AWWA C600, Section 5.2 "Hydrostatic Testing", shall not vary more than ± 5 psi for the duration of the testing.

3.03 LEAKAGE TESTING

- A. Force Main: All corporation stops and blow offs in the section being tested shall be opened and left open until water comes out of them, in order that as much air as possible may be removed from the line.

- B. Water Main: All fire hydrants, corporation stops, air release valves and meter valves in the section being tested shall be opened and left open until water comes out of them, in order that as much air as possible may be removed from the line.
- C. Water shall be pumped into the line from a MD-WASD approved calibrated container or through a MD-WASD approved meter up to the required pressure, and pumping shall be continued to maintain that pressure for a minimum period of 2 hours, or such longer period as the Inspector requires to inspect the line for leaks. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any isolated section thereof, to maintain the specified leakage test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
- D. The inspector will record the amount of water supplied to the pipeline at the end of the first hour of the test and at each hour thereafter for the full duration of the test. Should the amount of leakage (ie water supplied to the pipe) recorded for any hour exceed the amount recorded for any previous hour, even if the amount of leakage is less than the allowable amount, the test shall continue for additional one-hour periods until the leakage stabilizes or decreases.
- E. The maximum allowable leakage for ductile iron mains shall be determined by the following formula from the ANSI/AWWA Standard C600-05 "Installation of Ductile-Iron Water Mains and Their Appurtenances", latest edition:

$$L = \frac{SD \text{ times the square root of } P}{148,000}$$

where: L is the allowable leakage in gallons per hour; S is the length of pipeline tested in feet; D is the nominal diameter of the pipe in inches; and P is the average test pressure during the leakage test, in pounds per square inch gage.

Note: For force mains, also see "Tightness Standards" in Section UC-370, as applicable.

- E. No pipe installation will be accepted if the leakage is greater than that determined by the above requirements.
- F. The Contractor shall locate and repair all leaks until the leakage is reduced to the limits specified. The Contractor may use the leak detector belonging to the MD-WASD but shall reimburse the MD-WASD for the actual cost of the operation of the instrument by MD-WASD personnel. Any observed leaks or any obviously defective joints or pipes shall be repaired or replaced as directed by the MD-WASD, even though the total leakage is below that specified above. The tests and repairs shall be continued or repeated until the Engineer is assured that the leakage from the section of line under test is less than the amount specified.

END OF SECTION

SECTION UC-175
DISINFECTION OF WATER MAIN

PART 1 - GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish the necessary labor, equipment, and material to disinfect sections of water main and fittings as applicable to this project.

1.02 RELATED SECTION

Section UC-170 - Cleaning and Testing of Main

1.03 QUALITY ASSURANCE

- A. Disinfection shall be performed in strict accordance with these specifications and with AWWA Standard C651, "Disinfection of Water Mains", latest edition, except as otherwise modified herein.

PART 2 - PRODUCTS

2.01 Liquid Chlorine, available from local sources.

2.02 Calcium hypochlorite, HTH, Perchloron, or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall clean, flush and disinfect every piece of pipe, fitting and valve in accordance with these specifications and to the satisfaction of the Department.
- B. Liquid chlorine is available locally and shall be purchased by the Contractor.

3.02 DISINFECTION

- A. The pipelines shall be disinfected after they have been pressure tested and while still full of water, as specified in Section UC-170.
- B. A suitable chlorinator shall be used to inject chlorine into the lines. All connections required for the introduction of chlorine into the water lines shall be made by the Contractor. Chlorine and water shall be introduced at one end and shall be allowed to flow slowly through the lines to the other end where it shall be removed and disposed of at the Contractor's expense. Several points of introduction and removal of chlorine solution may have to be employed to get an even distribution through the entire section being disinfected.

- C. The quantity of chlorine introduced shall be such as to insure a concentration of at least 50 parts per million in the water flowing from the line.
- D. The chlorine solution shall be allowed to stand in the line for at least 24 hours or longer, if required, to destroy all harmful bacteria. At the end of the required time, the concentration of chlorine in all parts of the section shall be at least 25 ppm.
- E. All valves and appurtenances in the section shall be operated at least once during the above period. After the required period, the treated water shall be thoroughly flushed from the section and the system filled with potable water.
- F. The Contractor shall be responsible for coordination with Dade County Department of Health, who shall collect and test samples from main. The Contractor shall provide assistance to the Dept. of Health for the collection of samples. The samples shall be taken from each main or section of main to be placed in service where designated by the Dept. of Health. The samples must be approved by the Department of Health before the main is placed in service.
- G. The Contractor shall be responsible for any rechlorination and retesting that may be required until the Department of Health's approval is obtained. The Contractor shall be responsible for the disposal of all water flushed from the system and shall safeguard all adjoining properties from damage from flooding. The Contractor shall exercise due care in the protection of private property from water damage due to his operations. In addition, the Contractor shall assume complete liability for any damage which was directly or in-directly caused by his operations.
- H. All of the connections shall be disinfected by the Contractor.
- I. The inside of each pipe and fitting laid by the Contractor in connecting to existing mains which are isolated from the main line by valves shall be swabbed with calcium hypochlorite, HTH, Perchloron, or approved equal, mixed in solution with water. The quantity of hypochlorite shall in all cases be subject to the approval of the Department, whose representative shall be present at all times while this phase of the work is in progress.
- J. Wherever practicable, water from the existing mains flowing through the disinfected connections shall be used in disinfecting the main line in order that the hypochlorite may be removed to the greatest extent possible. In other cases, the water from the disinfected connections shall be removed by allowing it to flow into the main line as it is being drained.

END OF SECTION

SECTION 15060**PIPING AND FITTINGS****PART 1 - GENERAL****1.01 SCOPE:**

- A. This section describes materials, testing, and installation of ductile-iron pipe and fittings for water mains, Cast Iron Soil Pipe, and Vitrified Clay Pipe for sanitary Sewer Service, and small diameter Poly Vinyl Chloride Pipe (PVC) with threaded, flanged and solvent cemented joints; Copper Pipe and Fittings, and High Density Polyethylene Pipe for water services. The work included in this section consists of furnishing all material, equipment, craft labor and performing all operations necessary for the supply, installation, and commissioning of all piping, fittings and accessories within the limits of work, as shown on the drawings and specified herein.
- B. Where references are made to other standards or codes, unless specific date references are indicated the latest edition of said standard or code shall govern.

1.02 WORK NOT INCLUDED UNDER THIS SECTION:

Piping installation for various types of piping systems is specified other sections herein that constitute MDWASD's Design Standards and Construction Details. Installations specified in this section are supplementary to those sections and in the case of conflict the more stringent condition shall prevail. For type PSM SDR-35 PVC and AWWA C900 PVC sewer pipe and fittings see Section UC-250, "Gravity Sewer Systems".

1.03 RELATED SECTIONS:

- A. Section 15010 - Basic Mechanical Requirements
- B. Section 15065 - Miscellaneous Materials
- C. Section 15070 - Jacking and Boring
- D. Section 15075 - Aerial Crossings
- E. Section UC-250 - Gravity Sewer Systems
- F. All sections specifying various types of valves.

1.04 PIPING LAYOUT AND DESIGN CRITERIA:

- A. Field verify dimensions prior to preparation of layout and shop drawings. Obtain the following information from the drawings and specifications:
 - 1. Elevation of the pipe centerline and of the completed ground.
 - 2. Alignment of the pipeline.
 - 3. Field test hydraulic gradient elevation (HGL).
 - 4. Nominal internal diameter, ID.
 - 5. Design internal pressure class or HGL

6. Joint types.

- B. Obtain shop drawing approval prior to fabrication of piping. All items not specifically mentioned in the Specifications or noted on the approved Plans, but which are reasonably necessary to for a complete, functional, and satisfactory installation shall be included.

1.05 SUBMITTALS

- A. Submit shop drawings in accordance with the General Provisions.
- B. Provide an affidavit of compliance with standards referenced in this specification, e.g., AWWA C151, AWWA C153, etc.
- C. Submit copy of report of pressure tests for qualifying the designs of all sizes and types of pipe and fittings that are being used in the project. The pressure test shall demonstrate that the minimum safety factor described in relevant standard is met.
- D. Submit piping layout profile drawings showing location and dimensions of pipe and fittings; submit after equipment and valve submittals have been reviewed and marked "**Resubmittal not required.**" Include laying lengths of valves, meters, in-line pumps, and other equipment determining piping dimensions. Label or number each fitting or piece of pipe. Piping having identical design pressure class, laying lengths, and bell-and-spigot dimensions that is to be placed in long straight reaches of alignment may have the same identifying label or number.
- E. Provide the following information:
1. Mortar lining thickness.
 2. Wall thickness.
 3. Material test data for this project.
 4. Show deflections at push-on and mechanical joints.
 5. Submit joint and fitting details and manufacturer's data sheets.
- F. Fully detailed drawings of all fittings proposed shall be supplied by the manufacturer with his bid. The tabulated nominal weight of each size and type of fitting shall also be supplied by the manufacturer for all items proposed. This weight shall be that of the bare casting prior to application of any lining or coating.
- G. Submit calculations and test data proving that the proposed restrained joint arrangement for restrained joint pipe can transmit the required forces with a minimum safety factor of 1.5.
- H. Submit copy of manufacturer's quality control check of pipe material and production. Include hydrostatic test records and acceptance test records. For each acceptance test, submit a stress-strain diagram showing yield strength, yield point, tensile strength, elongation, and reduction in area. Provide specimen test section dimensions and speed and method used to determine speed of testing, method used for rounding of test results, and reasons for replacement specimens, if any. Submit ring-bending test of pipe of the same diameter and pressure class as the pipe required for this project to prove ring-bending stress at 48 ksi results in a factor of safety of 2.0.

- I. For Ductile Iron Pipe and fittings, submit certificate that cement for mortar lining complies with ASTM C150, designating type.
- J. Submit test report on physical properties of rubber compound used in the gaskets.
- K. Submit test reports and certifications for ceramic epoxy lining as specified herein. Submit applicators qualifications. Submit manufacturer's written recommendations for application and repair of coating.
- L. Submit drawing or manufacturer's data sheet showing flange facing, including design of facing serrations.
- M. Submit weld procedure specification, procedure qualification record, and welder's qualifications prior to any welding to ductile-iron pipe or fittings.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. During shipping, delivery and installation of pipe and accessories, handle in a manner that is in compliance with the manufacturer's recommendations, and employ procedures that ensure delivery of an undamaged operable product
- B. Exercise particular care not to damage coatings by limiting exposure or physical contact with other materials, objects, or the environment.

1.07 INSPECTION

The Owner's Representative will inspect materials, production, and testing of pipes, fittings, and special pieces at manufacturer's plant.

1.08 QUALITY ASSURANCE

All pipe, fittings and other materials supplied under this contract shall be subject to inspection while still on the delivery truck. It is the sole responsibility of the vendor and supplier to make prior contact with the Storekeeper or the Construction Management section and provide a minimum of 48-hours prior notice of delivery. When so notified, the Department will make arrangements for inspection of the material upon arrival or within a reasonable time thereafter. Material shall not be unloaded without inspections taking place either prior to or, if necessary for examination, during the unloading procedure. The Department will not be responsible for any delays or additional costs created by non-compliance with the requirement for prior notification or the requirement for thorough inspection.

Materials shall be delivered in complete compliance with the AWWA Standards as modified herein, without damage, and shall match or exceed the quality of any samples supplied. The Department absolutely reserves the right to require samples of any material supplied and to perform whatever tests considered by the Engineer, whose decision shall be final, to be in the Department's best interest on said samples. Where such tests are of a destructive nature, the sample, if it passes the test will be paid for (at cost as shown by invoice) by the Department. Samples failing will be immediately replaced with suitable material at the supplier's/contractor's expense. Samples required prior to order as a condition for purchase or as a materials submittal for approval will be at the supplier's/contractor's expense but, if approved and not used for destructive tests, may be used in the work with permission from

the Engineer.

Materials found to be defective, not in strict compliance with the quality standards of samples supplied or these specifications shall be immediately returned to the vendor at his expense. If defects are discovered at a later time, the vendor shall be required to remove said items and shall bare all costs for so doing together with any replacement costs. Rejection of items may subject the vendor to liquidated and/or actual damages as specified elsewhere herein.

Foundries supplying materials shall maintain their metallurgical records for a minimum period of two years after fabrication and firms not doing so may be found in default.

Flaws which provide cause for rejection include;

1. Incorrect metallurgy or metallurgy which cannot be verified to the complete satisfaction of the Engineer;
2. Foundry identification/location, size, pressure and material identification information lost, removed, non-existent, or not visible when assembled;
3. Not in complete compliance with all applicable AWWA Standards as modified herein and/or these specifications;
4. Not in compliance with NSF;
5. Not in compliance with approved shop drawings;
6. Out of roundness in excess of AWWA requirements;
7. Dimensional differences in excess of AWWA requirements;
8. Rough exterior coating;
9. Chipped, cracked, scratched or otherwise damaged interior or exterior coatings or linings;
10. Interior or exterior coatings which are too thin;
11. Coatings too thick to allow proper assembly; coatings too thick to allow proper grip by restraining gaskets or other restraining elements;
12. Pin holes or honey combing of pipe;
13. Weld spatter or excess metal in gasket grooves or the whole of the bell area;
14. Bell areas which are distorted or otherwise improperly cast;
15. Spigots which are out of round, not of proper dimension, or not beveled to an extent that will allow easy assembly of the pipe joint;
16. Gaskets which are defective or of the wrong material;
17. Lack of joint materials;

18. Improper or defective joint materials;
19. Bolting of the wrong material or size;
20. Electro galvanizing or other exterior plating when hot-dip galvanizing is required;
21. Incorrect, flawed or damaged interior coating or lining;
22. Lack or non-submittal of all required certifications;
23. Non-timely submission of certifications; incorrect/incomplete certifications or certifications lacking the signature, date and seal of a professional engineer when so required;
24. Flanges which are too thin, not a right angles to the pipe centerline, or otherwise distorted;
25. The above listed items together with all other flaws or defects which in the opinion of the Engineer, whose decision shall be final, adversely affect the assembly and/or function of the piping system as intended.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS: DUCTILE IRON

A. GENERAL

As used herein, "ANSI" denotes the American National Standards Institute, "AWWA" denotes the American Water Works Association, and "ASTM" denotes the American Society for Testing and Materials.

All pipe and fittings to be furnished hereunder shall conform to the referenced ANSI and/or AWWA Standard as modified herein, as appearing in the following sections.

All markings required on pipe and fittings, shall be permanent and clearly legible and located such that they will not be hidden or destroyed when assembled into the intended system. Plainly mark each length of straight pipe and each fitting at the bell end to identify the design pressure class, the wall thickness, and the date of manufacture, and the proper location of the pipe item by reference to the layout schedule. Mark the spigot end of restrained joint pipe to show clearly the required depth of insertion into the bell.

B. DUCTILE IRON PIPE

All pipes shall be ductile iron pipe conforming to ANSI/AWWA Standard C151/A21.51-09, "Ductile-Iron Pipe, Centrifugally Cast, for Water". All pipe and fittings for water applications shall be in full compliance with ANSI/NSF 61, "Drinking Water System Components-Health Effects". Manufacturers shall maintain their NSF certification for the duration of the Contract and any extensions thereof.

The pipe thickness and outside diameter of pipe for sanitary sewer and water usage shall

conform to Tables 1 and 2 (for push-on and mechanical joint pipe, respectively) of ANSI/AWWA Standard C151/A21.51-09 for the following sizes. The pressure class specified is the minimum permitted:

Size	Pressure Class
4-inch through 12-inch	350
14-inch through 20-inch	250
24-inch	200
30-inch through 54-inch	150

For restrained joint pipe, the thickness of the pipe barrel remaining after grooves are cut, if required in the design of restrained end joints, shall not be less than the nominal wall thickness of equal sized non-restrained joint pipe as shown above.

Minimum wall thickness for pipe having threaded flanges shall be Special Class 53 or Pressure Class 350.

Minimum pipe wall thickness required for corporation stops and tapped outlets shall be in accordance with Table A.1 of ANSI/AWWA C151/A21.51-09 for three full threads for design pressures up to 250 psi and four full threads for design pressures over 250 to 350 psi.

For flanged ductile-iron pipe with integrally cast flanges or threaded flanges, the nominal wall thickness of the pipe barrel shall be as specified in Section 3.3, "Joints and Accessories" under "Flanged Joints", herein below.

Minimum wall thicknesses for pipe having grooved-end joints shall be as shown in the following table:

DI Pipe and Fitting Sizes (inches)	Grooved End Joint Wall Thickness*
16 and smaller	Special Class 53
18	Special Class 54
20	Special Class 55
24 to 36	Special Class 56
42 and larger	Special Class 53 or Pressure Class 350
*Special Class and Pressure Class per AWWA C151-09.	

Each piece of pipe shall be marked as required in Subsection 4.7 of AWWA C151-09. Letters and numerals on pipe sizes 12-inch and smaller shall be not less than 3/8-inch.

The Water and Sewer Department absolutely reserves the right to require the use of "thickness" class pipe or higher pressure class pipe in applications where in the opinion of the Engineer (i.e. the Chief, Engineering Division, M-D WASD or his representative) such use is in the best interest of the Department. The Engineer's decision in this regard shall be final.

A sufficient quantity of non-toxic vegetable soap lubricant shall be supplied with each shipment of pipe. The soap lubricant shall be suitable for use in subaqueous trench

conditions.

Single gasket push-on pipe shall be shipped in standard 18-foot or 20-foot lengths, but not both. Restrained single-gasket push-on joint pipe shall be shipped in standard 18 or 20-foot lengths as specified above or fabricated lengths as noted in each order. At least two lengths of each size of single gasket push-on pipe furnished under each order shall be tested with circumferential gauges to ensure that the pipe may be cut at any point along its length and have an outside diameter which will be within the manufacturer's standard design dimensions and tolerances for plain pipe. These lengths shall be identified with an easily distinguished, painted marking, longitudinally along the full length of the pipe.

C. FITTINGS

Fittings Conforming to ANSI/AWWA C110/A21.11-12 (Water & Sewer Use)

Restrained push-on joint fittings shall be cast ductile iron for use with ductile-iron pipe as specified above. Standard mechanical joint, push-on joint and flanged joint fittings shall also be ductile iron for use with ductile-iron pipe as specified above. Cast ductile-iron fittings in the 3-inch through 24-inch size range shall be pressure rated at 350 psi, minimum; (except flange-joint fittings shall be rated at 250 psi, minimum); and in the 30-inch through 54-inch size range shall be pressure rated at 250 psi, minimum. All fittings with mechanical joints, flange joints and push-on joints shall conform to ANSI/AWWA Standard C110/A21.10-12, "Ductile-Iron and Gray-Iron Fittings ". In addition, fittings with mechanical joints and push-on joints shall conform to ANSI/AWWA Standard C111/A21.11-12, "Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings".

The weight of fittings shall be as given in ANSI/AWWA C110/A21.11-12 for ductile-iron fittings. The weight of mechanical joint fittings shall be as established in Tables 4 through 13. The weight of flanged joint fittings shall as established in Tables 14 through 21.

Fittings Conforming to ANSI/AWWA C153/A21.53-11 (Water & Sewer Use)

All fittings shall be cast ductile-iron for use with ductile-iron pipe as specified above. Fittings in the 3-inch through 24-inch size range shall be pressure rated at 350 psi, minimum; 30-inch through 48-inch size range shall be pressure rated at 250 psi, minimum; and in the 54-inch through 64-inch size range shall be pressure rated at 150 psi, minimum (except for those fittings such as plugs, caps, and sleeves which are normally rated at a higher pressure). No flanged fittings or mixtures of flanged with other end type fittings will be allowed in the range of 3-inch through 48-inch. All fittings with mechanical joints, flange joints and push-on joints shall conform to ANSI/AWWA Standard C153/A21.53-11, "Ductile-Iron Compact Fittings ". In addition, fittings with mechanical joints and push-on joints shall conform to ANSI/AWWA Standard C111/A21.11-12, "Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings" except as otherwise allowed in C153. Mechanical joint glands shall be ductile-iron only.

The weight of a fitting supplied under the contract shall not be less than ninety-five (95) percent of the tabulated nominal weight supplied by the manufacturer's catalog literature for that fitting. Further, the weight of fittings supplied shall not be more than five (5) percent above the same tabulated nominal weight.

D. JOINTS AND ACCESSORIES

Joints in below-ground piping shall be flexible push-on or Mechanical joints, except where

flanged joints are required to connect to valves, meters, and other equipment. Provide unrestrained buried joints except where restrained joints are specifically shown in the drawings. Joints in aboveground or submerged piping or piping located in vaults and structures shall be grooved end or flanged.

Restrained joints for piping 6 inches and larger shall be American Cast Iron Pipe "Lok-Ring" or "Flex-Ring," U.S. Pipe "TR-Flex," or equal. Weldments for restrained joints shall be tested by the liquid penetrant method per ASTM E165. Restrained joints for field closures shall be "Megalug" by EBAA Iron.

Push-On Type Joints (Single Gasket and Single Gasket with Gasket Restraint)

Push-on joints shall conform to ANSI/AWWA Standard C111/A21.11-12, except that the gaskets for pipe and fittings shall be neoprene unless otherwise specified.

The required number of gaskets for each push-on joint pipe plus one extra for every 50 joints or fraction thereof, shall be furnished with each order. The gaskets shall be shipped in suitable protective containers. All single gasket pipe shall be as manufactured by United States Pipe and Foundry Company (Tyton), by the American Cast Iron Pipe Company (Amarillo Fastite), by McWane, Inc. (Mix of Tyton and Fastite), Tyler/Union (Tyton) or approved equal.

Push-on joints together with both their regular and gasket-restraint gaskets shall be of the design, dimensions and tolerances of either those provided by American Cast Iron Pipe Company (Amarillo Fastite/Fast-Grip) or those provided by United States Pipe and Foundry Company (Tyton/Field Lok). No other designs will be acceptable.

The pressure rating shall be stamped on the restrained gasket. The restrained gasket and joint restraining system shall conform to ANSI/AWWA Standard C111/A21.11-12 (with neoprene required for sewer) rated at the following:

Size	Pressure Rating (Min.)
4-inch through 12-inch	350
14-inch through 20-inch	250
24-inch	200
30-inch and above	150

The restrained gasket shall be manufactured a color other than black to allow for visual inspection of the pipeline. The restrained gasket color shall be consistent throughout the system and shall be inherent within the rubber, not painted.

Mechanical Joints

Mechanical joints for fittings shall conform to ANSI/AWWA Standard C111/A21.11-12, except that the gaskets for each fitting under Groups D and D1 shall be neoprene. Bolt holes for mechanical joints shall be equally spaced, and shall straddle the vertical centerline. Tee head bolts and hexagonal nuts for all mechanical joints in fittings shall be of high strength low-alloy steel with composition, dimensions and threading as specified in ANSI/AWWA Standard C111/A21.11-12. Glands shall be of ductile-iron construction for ductile iron fittings, and cast gray iron or ductile iron for cast gray-iron fittings.

The proper number of gaskets, glands, bolts and nuts, all conforming to ANSI/AWWA Standard C111/A21.11-12, plus one extra gasket for every 10 joints or fraction thereof, shall be furnished with each order. The gaskets and joint accessories shall be shipped in suitable protective containers. Follower glands held in place with set screws will not be acceptable. Segmented glands will not be acceptable.

Mechanical Joint Megalug-Type Restraining Systems

In any mechanical joint or push on joint underground piping system restrained glands may be utilized for underground pipeline. The ASTM A536 ductile iron casting of the restrained gland shall be bonded powder coated. The wedge and wedge assembly shall have a bonded liquid polymer coating applied for corrosion protection. The gland shall utilize torque limiting twist off wedge actuation screws.

Foreign and domestic manufactured restrained glands are allowed for pipelines 24-inches and below unless otherwise required by the Department due to Federal or State funded projects which require domestic manufacture. In sizes 30, 36, 42 and 48-inch the prior written permission of the Engineer is required to use non-domestic manufactured restraining glands. The country of origin shall be clearly identified on the restraining gland and shop drawing.

The Department absolutely reserves the right to require other forms of restraint where in the opinion of the Engineer the use of this form of restraint is not in the best interest of the Department and his decision shall be final. Use of this type of restraint is restricted to underground mechanical joint or push-on joint applications and in general may not be used above grade or as a substitute for flanged joints.

The Megalug restraint systems manufactured by EBAA Iron Sales, Eastland Texas, will be considered the standard of quality for comparison purposes and if the Department has any doubts as to the durability, quality or ability to restrain of a proffered substitute, the entity offering the substitute shall bear the entire burden of proving this equality to the complete satisfaction of the Engineer. Other manufacturers producing this type of restraint system shall submit data with their shop drawings showing that their restraint system has been in the marketplace for a minimum of three years in this country.

Each thrust-resistant mechanical joint or push on joint made up with this type of restraint and the pipe and fitting of which it is a part, shall be designed to withstand an axial thrust from an internal pipeline pressure of at least 150 psi at bulkhead conditions without reduction because of its position in the pipeline nor for support from external thrust blocks.

This type of joint restraint shall not be used above grade except as previously specified nor shall it be used as a carrier pipe within a casing. This type of restraint shall not be used with tape wrapped pipe or with too great a coating thickness on the exterior of the pipe.

Restrained Push-on Joints (Single Gasket Non-Gasket Restrained)

Restrained joints in pipe and fittings shall be of the single gasket push-on type, and shall conform to all applicable provisions of ANSI/AWWA Standard C111/A21.11-12, except that gaskets for pipe and fittings shall be neoprene, where so specified, and the following requirements:

Thickness of the pipe barrel remaining at grooves cut, if required in the design of restrained end joints, shall not be less than the nominal wall thickness of equal sized non-restrained pipe

as specified in Section 3.1 above.

Restrained joints using field welding, set screws, or gaskets with expanding metal inserts are not acceptable.

The restraining components, when not cast integrally with the pipe and fittings, shall be ductile iron or a high strength non-corrosive alloy steel.

Tee head bolts and hexagonal nuts for all restrained joints in pipe and fittings shall be of high strength low-alloy steel with composition, dimensions and threading as specified in ANSI/AWWA Standard C111/A21.11-12, except that the length of the bolts shall meet the requirements for the restrained joint design.

The proper number of gaskets, bolts, nuts and all necessary joint material, plus one extra gasket for every 10 joints or fraction thereof, shall be furnished with each order. The gaskets and joint accessories shall be shipped in suitable protection containers.

Each thrust-resistant joint and the pipe and fitting of which it is a part, shall be designed to withstand the axial thrust from an internal pipeline pressure of at least 150 psi at bulkhead conditions without reduction because of its position in the pipeline nor for support from external thrust blocks.

Restrained push-on joint pipe and fittings shall be capable of being deflected after assembly. During deflection, all components in the restrained system shall be in contact to provide an equal force on all contact areas.

When restrained spigot ends are ordered for items of Group A, the corresponding bell ends of the pipe to be restrained (also within Group A), shall be furnished with the required matching restraining features at no additional cost other than the price bid per foot of pipe.

Flanged Joints

Connecting pieces with one end flanged and the other end either plain-end or mechanical joint, shall conform to ANSI/AWWA Standard C110/A21.10-12. Joint material for both the flanged end and the mechanical joint accessories for connecting pieces with a mechanical joint end shall be furnished as specified.

Other types of flanged fittings, and flanged pipe, shall conform to the following requirements unless otherwise stated in the order:

Flanged fittings shall conform to ANSI/AWWA Standard C110/A21.10-12, as specified hereinabove.

Flanged ductile-iron pipe with integrally cast flanges shall be manufactured in accordance with ANSI/AWWA Standard C151/A21.51-09, and with provisions contained hereinabove for centrifugally cast ductile iron pipe, and shall be furnished with ANSI Standard Class 125 flanges, plain faced and drilled, conforming to ANSI Standard B16.1, "Cast Iron Pipe Flanges and Flanged Fittings", latest revision. Hollow back flanges are not acceptable.

Flanged ductile-iron pipe with threaded flanges shall be manufactured in accordance with ANSI/AWWA Standard C115/A21.15-11, "Flanged Ductile-Iron Pipe With Ductile-Iron or Grey-Iron Threaded Flanges", and shall be rated for a working pressure of 250 psi, minimum. The

nominal thickness of flanged ductile-iron pipe, 6-inch and larger, shall not be less than those shown in Table 1 of ANSI/AWWA Standard C115/A21.15-11. The nominal thickness of 4-inch flanged ductile-iron pipe shall be Class 54 (min.) conforming to Tables 3 and 4 of ANSI/Standard C151/A21.51-09. Flanges shall be solid-back.

The pipe shall be furnished with ANSI Standard Class 125 flanges, plain faced and drilled, conforming to ANSI Standard B16.1, latest revision. Hollow back flanges and grey-iron flanges shall not be acceptable for use as threaded flanges. Threaded flanges shall be individually fitted and machine tightened on the threaded pipe by the manufacturer, and shall not be interchangeable in the field.

Flanges shall be back-faced parallel to the face of flange. Prior to assembly of the flange onto the pipe, apply a thread compound to the threads to provide a leak-free connection. There shall be zero leakage through the threads at a hydrostatic test pressure of 250 psi without the use of the gasket. Pipe lengths shall be as ordered. Removal of flanges, cutting and re-threading the pipe, and re-installing the flanges will not be permitted in any case. Where a raised face flange connects to a flat-faced flange, remove the raised face of the flange.

All flanges on ductile-iron pipe and fittings shall be of ductile iron, class 70-50-5 in accordance with ANSI/AWWA C110/A21.10. All joint materials for flanged pipe and fittings, shall be supplied with all pipe or fittings ordered. Bolts and nuts shall comply with all requirements of Appendix Section A.1 of ANSI/AWWA Standard C115/A21.15-11 except that both shall be stainless steel. Bolts shall be of sufficient length to fully engage all threads in the nut. Unless ring gaskets are specified, gaskets shall be full-faced, and gaskets shall be of 1/8-inch thickness. Gaskets shall fully conform to the requirements of ANSI/AWWA Standard C115/A21.15-11 Appendix Section A.2 except that gaskets shall be SBR for water and neoprene for sewer usages.

Grooved-end Fittings and Couplings

Grooved-end fittings shall conform to ANSI/AWWA C110/A21.10-12 with grooved ends conforming to ANSI/AWWA C606-11, radius cut rigid joints. Fitting material shall conform to ASTM A48, Class 30; ASTM A126, Class B; or ASTM A536, Grade 65-42-10. Wall thickness of ductile-iron (ASTM A536) fittings shall conform to AWWA C110 or C153; wall thickness of cast-iron fittings shall conform to AWWA C110. Fittings and couplings shall be furnished by the same manufacturer.

Grooved-end pipe couplings shall be ductile iron, ASTM A536 (Grade 65-45-12). Gaskets shall be Buna-N and shall conform to ASTM D2000. Bolts in exposed service shall conform to ASTM A183, 110,000-psi tensile strength. Bolts in buried or submerged service shall be ASTM A193, Grade B8, and Class 2.

Couplings for pipe 24 inches and smaller shall conform to AWWA C606 for flexible radius ductile-iron pipe, except where rigid radius couplings are required to connect to fittings. Couplings for pipe sizes 30 and 36 inches shall be in accordance with the coupling manufacturer's published literature for tolerances and dimensions for flexible and rigid radius cut joints. Couplings shall be Victaulic Style 31, Gustin-Bacon No. 500, or equal.

Couplings for pipe larger than 36 inches shall conform to AWWA C606 for shouldered end pipe. Couplings shall be Victaulic Style 44 or equal.

Grooved-end adapter flanges for piping 24 inches and smaller having an operating pressure of 150 psi and less shall be Victaulic Style 341 or 342 or equal. Flange dimensions shall conform to ASME B16.1, Class 125.

Grooved-end transition couplings for connecting ductile-iron pipe 12 inches and smaller to steel pipe shall be Victaulic Style 307 or equal.

Outlets and Nozzles

Provide outlets three quarters of an inch and smaller by direct tapping Ductile Iron Pipe in accordance with AWWA C600-10, Section 4.8. Provide outlets larger than three quarters of an inch up to 2 inches by tapping the pipe and attaching a service clamp. or use a threaded welded-on boss. Use stainless steel clamps for exposed piping. For outlets larger than 2 inches, use a tee with a flanged outlet. For outlets larger than 2 inches in buried piping, use a tee with a restrained joint outlet.

Ductile-Iron Pipe Weldments

All welding to ductile-iron pipe, such as for bosses, joint restraint, and joint bond cables, shall be done at the place of manufacture of the pipe. Perform welding by skilled welders experienced in the method and materials to be used. Welders shall be qualified under the standard qualification procedures of the ASME Boiler and Pressure Vessel Code, Section IX, Welding Qualifications.

Welds shall be of uniform composition, neat, smooth, full strength, and ductile. Completely grind out porosity and cracks, trapped welding flux, and other defects in the welds in such a manner that will permit proper and complete repair by welding.

Material for fittings with welded-on bosses shall have a Charpy notch impact value of minimum 10 ft-lbs under the conditions defined in ANSI/AWWA C151/A21.51-09. Test completed welds by the liquid penetrant method per ASTM E165.

Completed welds shall be inspected at the place of manufacture by the liquid penetrant method. Conform to the requirements specified in ASTM E165, Method A, Type I or Type II. The materials used shall be water washable and nonflammable.

E. LININGS AND COATINGS

Polyethylene Encasement

For non-submerged applications, all Ductile Iron Pipe and fittings shall be wrapped with V-Bio Polyethylene Enhanced Encasement in accordance with AWWA C600 and ANSI/AWWA C105/A21.5-, Standard for Polyethylene Encasement of Ductile-Iron Pipe Systems. . Film low-density, polyethylene film and shall be 8 mils thick. Color shall be Blue for Potable Water, Purple for Recycled water, and green for sanitary sewage service. Alternatively, or if specified, polyethylene encasement for use with ductile iron pipe systems shall consist of three layers of co-extruded linear low density polyethylene (LLDPE), fused into a single thickness of not less than eight mils. The inside surface of the polyethylene wrap to be in contact with the pipe exterior shall be infused with a blend of antimicrobial biocide to mitigate microbiologically influenced corrosion and a volatile corrosion inhibitor to control galvanic corrosion. Product: V-

Bio or equal.

Polyethylene encasement for ductile-iron pipe shall be supplied as a flat tube meeting the dimensions of Table 1 in AWWA C105 and shall be supplied by the ductile-iron pipe manufacturer.

Plastic adhesive tape shall consist of polyolefin backing and adhesive which bonds to common pipeline coatings including polyethylene. Products: Canusa Wrapid Tape; Tapecoat 35; Polyken 934; AA Thread Seal Tape, Inc.; or equal.

Install the polyethylene to completely encase the pipe and fittings to provide a watertight corrosion barrier. Continuously secure overlaps and ends of sheet and tube with polyethylene tape. Make circumferential seams with two or more complete wraps, with no exposed edges. Tape longitudinal seams and longitudinal overlaps, extending tape beyond and beneath circumferential seams. Wrap bell-spigot interfaces, restrained joint components, and other irregular surfaces with wax tape or moldable sealant prior to placing polyethylene encasement. Minimize voids beneath polyethylene.

Place circumferential or spiral wraps of polyethylene tape at 2-foot intervals along the barrel of the pipe to minimize the space between the pipe and the polyethylene. Overlap adjoining polyethylene tube coatings a minimum of 1 foot and wrap prior to placing concrete anchors, collars, supports, or thrust blocks. Hand-wrap the polyethylene sheet, apply two complete wraps with no exposed edges to provide a watertight corrosion barrier, and secure in place with 2-inch-wide plastic adhesive tape. Repair polyethylene material that is damaged during installation. Use polyethylene sheet, place over damaged or torn area, and secure in place with 2-inch-wide plastic adhesive tape.

Repair polyethylene encasement at all service connections in accordance with AWWA C600-10, Section 4.8.

Asphaltic Coating

All Ductile Iron pipe and fittings shall be outside-coated with an asphaltic material applied by means of the airless spray method. The exterior coating shall comply with ANSI/AWWA C151/A21.51-09 for this type of coating, shall be smooth without pinholes, thin, bare or overly thick areas. Smoothness shall be such that when hand rubbed, no "sand paper" feeling will be experienced and such that the spigot area will readily slide through the gasket without pulling, tearing, rolling or otherwise disturbing the sealing capabilities of the gasket. Spigot ends shall be beveled prior to coating to an extent that will permit ready insertion of the spigot through the gasket area.

Cement-Mortar Lining

Ductile Iron Pipe and fittings unless otherwise specified shall be double-thickness cement-lined and seal-coated in accordance with ANSI/AWWA Standard C104/A21.4-14, "Cement-Mortar Lining for Ductile-Iron Pipe and Fittings".

Ceramic Epoxy Lining

Ductile Iron Pipe and fittings where so specified shall be lined with ceramic epoxy

Ceramic epoxy shall contain pigmentation to resist ultraviolet exposure under the same

conditions.

All ductile iron pipe and fittings for which ceramic epoxy lining is to be applied shall be delivered to the application facility without asphalt, cement lining or other lining on the interior surface or the first 6 inches on the spigot end of the pipe exterior.

Ceramic epoxy material shall be a high-build multi-component Amine cured Novalac epoxy, Protecto 401, by Vulcan Painters, Inc. of Bessemer, AL 35021 or Department-approved equal.

Ceramic epoxy material shall meet the following criteria and shall be accompanied by certification of the following test results:

- A. A permeability rating of 0.00 when tested according to Method A of ASTM E96-00 "Test Method for Water Vapor Transmission of Materials", Procedure A with a test duration of 30 days.
- B. The following test must be run on coupons from factory lined ductile iron pipe:
 - 1. ASTM B117 Salt Spray (scribed panel) - Results to equal no more than 0.5mm undercutting after one year.
 - 2. ASTM G95 Cathodic Disbondment 1.5 volts @ 77 degrees F. Results to equal no more than 0.5mm undercutting after 30 days.
 - 3. Immersion Testing rating using ASTM D714-87 (1994).
 - a. 20% Sulfuric Acid - No effect after one year.
 - b. 25% Sodium Hydroxide - No effect after one year.
 - c. 160° F. Distilled Water - No effect after one year.
 - d. 120° F. Tap Water (scribed panel) - 0.0 undercutting after one year with no effect.
- C. A statement from the manufacturer attesting to the fact that at least 20% of the volume of the lining contains ceramic quartz pigment.
- D. A statement concerning recoat ability and repair to the lining.

Ceramic Epoxy Application

- a. The lining shall be applied by a competent firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.
- b. Surface Preparation

Prior to abrasive blasting, the entire area which will receive the protective compound shall be inspected for oil, grease, etc. Any areas where oil, grease or any substance is present which can be removed by solvent shall be solvent cleaned using the guidelines outlined in SSPC-1 Solvent Cleaning. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using compressed air nozzles with sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering annealing oxide may be left on the surface. Any area where rust reappears before coating must be re-blasted to remove all rust.
- c. Lining Application

After the surface preparation and within 8 hours of surface preparation, apply to the interior of pipe and fittings a minimum forty (40) mils dry film thickness of the protective lining. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also shall be dry and dust free. If flange ends are included in the Project, the linings shall not be used on the face of the flange; however, full face gaskets must be used to protect the ends of the pipe. The 40-mil system shall not be applied in the gasket grooves.

d. Coating of Gasket and Spigot Ends

Coat the gasket area and exterior of the spigot end for 6 inches back from the end of the spigot with six (6) mils minimum, ten (10) mils maximum of Protecto Joint Compound. This coating shall be applied by brush to ensure complete coverage. Care shall be taken that the coating is smooth without excess buildup in the gasket groove or on the spigot end. All material for the gasket groove and spigot end shall be applied after the application of the lining as specified in the preceding paragraph.

e. Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The time between coats shall never exceed that time recommended by the lining material manufacturer. No material shall be used for lining which is not indefinitely recoated able with itself without roughening the surface.

f. Touch-Up and Repair

Protecto Joint Compound shall be used for touch-up or repair. Procedures shall be in accordance with manufacturer's recommendations.

F. INSPECTION AND CERTIFICATION

a. Inspection

1. All ceramic epoxy lined ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PC-2 Film Thickness Rating. Re-line any pipe whose lining is below the specified minimum thickness.
2. The interior lining of all pipe and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Re-line any pipe not passing the test.
3. Each pipe joint and fitting shall be marked with the date of application of the lining system and with its numerical sequence of application on the date.

Procedures for Sealing Cut Ends and Repairing Field Damaged Areas

1. Remove burrs caused by field cutting of ends or handling damage and smooth out the edge of the lining if rough.
2. Remove all traces of oil, grease, asphalt, dust, dirt, etc.
3. Areas of loose or damaged lining associated with field cutting the pipe shall be repaired, if approved by the Engineer, as recommended by the pipe manufacturer. The damaged area shall be stripped back by chiseling or scraping about 1 to 2 inches into the well-adhered

lining before patching.

The exposed metal and the 1 to 2-inch lining overlap shall be roughened with a coarse grade of emery cloth (#40 grit), rasp or small chisel. Avoid wire brushing or similar buffing which would make the surface too smooth for good adhesion.

4. With the area to be sealed or repaired absolutely, clean and suitably roughened, apply a coat of Protecto Joint Compound by brush in accordance with the manufacturer's recommendations.

2.02 PIPE AND FITTINGS: CAST IRON SOIL

- A. Cast iron soil pipe and fittings shall be cast gray iron, extra heavy, conforming to the requirements of ASTM Standard A74 "Cast Iron Soil, Pipe and Fittings".
- B. Joints in soil pipe and fittings shall be made with neoprene rubber, compression type gaskets conforming to ASTM Standard C564, "Rubber Gaskets for Cast Iron Soil Pipe and Fittings".
- C. Hubless EHCl with stainless steel and neoprene "Band-Aid" connections is only approved for use in size 2-inches. All EHCl of larger diameter shall be hub pipe.

2.03 PIPE AND FITTINGS: POLY VINYL CHLORIDE (PVC)

- A. Poly (vinyl chloride (PVC) pipe and fittings specified herein are small diameter PVC with threaded, flanged and solvent cemented joints.
- B. All poly (vinyl chloride) (PVC) pipe and fittings shall be made from high impact, rigid poly (vinyl chloride) compounds. Pipe and fittings shall be marked indicating size, type and schedule, ASTM Designation, manufacturer or trade mark, and shall bear the NSF (National Sanitation Foundation) seal of approval. Wherever the abbreviation PVC is used in these Specifications in relation to pipe and fittings, it shall mean poly (vinyl chloride) plastic pipe and fittings as specified herein.
- C. PVC pipe shall be Schedule 80 unless Schedule 120 pipe is called for on the Plans or by the Engineer, Type I, Grade I, or Class 12454B with socket ends, and shall comply with ASTM Standard D1785, "Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120". Products intended for contact with potable water shall be evaluated, tested, and certified for conformance with ANSI/NSF Standard No. 61 or the health effects portion of NSF Standard No. 14 by an acceptable certifying organization when required by the regulatory authority having jurisdiction.
- D. Schedule 80 Socket-type fittings shall comply with ASTM Standard D2467, "Socket-Type Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80" and D2464 "Specification for Threaded Poly Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80, for threaded fittings.
- E. Joining cement for PVC pipe and fittings shall comply with ASTM Standard D2564, "Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings". Cemented joints shall be made in accordance with ASTM Standard D-2855, "Recommended Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings".
- F. Flanges: One piece molded hub type flat face flanges, 125 pound standard as specified under fittings hereinbefore.
- G. Gaskets: Full faced, 1/8-inch thick, neoprene (for sewer) or SBR (for water).

- H. AISI Type 316 stainless steel, ASTM A193, Grade B8M hex bolts and ASTM A 194 Grade E8 hex head nuts. Bolts shall be fabricated in accordance with ANSI B 1812 and provided with washers of the same materials as the bolts.

2.04 PIPE AND FITTINGS: COPPER

- A. Pipe: Copper pipe shall be Type K for interior piping and Type K Soft Temper for exterior piping, both conforming to ASTM B88, seamless, round, drawn tubing.
- B. Fittings: Solder joint fittings shall be wrought copper and bronze fittings conforming to ANSI B16.22 or cast brass fittings conforming to ANSI Standard B16.18. Fittings for use with copper tubing shall be one of the following:
 - 1. Cast Bronze Solder-Joint Fittings: Solder joint fittings of this type shall be cast bronze fittings conforming to ANSI B16.18, "Cast Brass Solder-Joint Fittings", and ASTM Standard B62, "Composition Bronze or Ounce Metal Castings", as manufactured by Chase Brass and Copper Co., Stanley G. Flagg & Co., Inc., or Department-approved equal.
 - 2. Wrought Copper Solder-Joint Fittings: Solder joint fittings of this type shall be wrought copper fittings in accordance with ANSI B16.22, "Wrought Copper and Bronze Solder-Joint Pressure Fittings".
- C. Solder: Solder shall consist of 95 percent tin and 5 percent antimony. Soldering shall be in conformance with Section 3 of the Copper and Brass Research Association Copper Tube Handbook.
- D. Connection of copper pipe or fittings with galvanized pipe or fittings shall be made with dielectric fittings. Connect copper pipe to direct-taps to Ductile Iron Pipe with an insulating union. Wrap the copper pipe with polyethylene tape at least two feet in length beyond the point of connection.

2.05 PIPE AND FITTINGS: VITRIFIED CLAY

Vitrified clay pipe and fittings for gravity sewers shall be extra-strength, non-perforated. Pipe and fittings shall conform to the latest edition of ASTM Standard C700, "Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated", and the following requirements.

- A. Any fracture or crack passing through the socket of the pipe bell and exceeding a length of one-half (½) inch in any direction shall be cause for rejection of the pipe. This requirement supersedes the portion of the ASTM Specifications cited above in conflict herewith.
- B. Only factory bonded joints will be permitted for all vitrified clay pipe. The joints shall have rubber "O" ring type compression seals conforming to "Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings", ASTM C425, latest edition. Department approved pipe joints are Polyester Ring-Type joints as manufactured by Logan Clay Products Company under the trade name of "Logan-O-Ring", Can-Tex Industries under the trade name of "Can-O-Lock," or approved equal.
- C. Where cast iron soil pipe or ductile iron pipe laterals are used with vitrified clay mains, the wye or tee shall be vitrified clay. For the joint between the vitrified clay wye or tee and the lateral

pipe use FERNCO "Donut" No. 6-10-601 with E.H.C.I. soil pipe and "Donut" No. 6-08-607 with ductile iron laterals, or approved equals. When using E.H.C.I. soil pipe with ductile iron tees or wyes, use transition gasket by Romac or approved equal.

2.06 HIGH DENSITY POLYETHYLENE (HDPE) PIPE FOR USE IN POTABLE WATER SERVICES

- A. Smooth wall high density polyethylene pipe for use in potable water services 3.5-inch nominal outside diameter and less shall meet ASTM D3350, and shall be PE 335434C. Pipe shall meet the standards of ASTM F714, as modified herein, including the "Government/Military Procurement" sections. Minimum hydrostatic design basis shall be 1600 psi. In all cases, hydrostatic design basis and pressure rating shall be as determined using the methods of ASTM F714. Pipe of this type shall be butt-fusion welded at joints. All welding of joints shall be in strict conformity with the recommendations of the pipe manufacturer and by a firm or individual recommended to the Engineer of Record in writing by the manufacturer.
- B. As a part of the shop drawing submittals, submit the following signed by a Florida Registered Engineer, all calculations to determine, the pipe thickness, SDR rating, allowable stresses, in accordance with ASME B31.8 -1992, Table A842.22 as required by the pipe manufacturer.
- C. All mechanical fittings utilized with HDPE pipe and tubing services, shall conform with ANSI/AWWA C800-01 "Underground Service Line Valves and Fittings" as modified herein, shall utilize AWWA Standard (Mueller) threads on tapped pipe and tapping saddles; shall be; designed and manufactured to withstand a sustained working pressure of 150 psi and to restrain the pipe against pull out under loading beyond that causing tensile yield in the HDPE pipe or tubing connected. The manufacturer shall supply certification of these capabilities and fittings shall not be accepted or installed without said certification. If fittings are being supplied to the Department the certification shall ship with the fittings and payment will not be made without this certification. At the discretion of the Engineer, this certification may be required to be signed and sealed by a professional engineer licensed to practice in the state where the supplying firm is located or in the State of Florida. His decision in this regard shall be final.
- D. In all cases, fittings shall be installed in strict accordance with the manufacturer's instructions.
 - 1. HDPE PIPE FOR WATER SERVICES:

All 2-inch high density polyethylene pipe used for services shall be IPS-O.D. controlled with Standard Outside Dimension Ratio (SODR) of 9, pressure rating of 200 psi at a Factor of Safety of 2.5 or greater, nominal outside diameter of 2.375-inches, minimum wall thickness of 0.264-inches, PE 3408, all in conformance with ASTM D3035-95 "Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter". Pipe shall comply with ANSI/AWWA C901-96 "Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service" as modified herein. Pipe shall have a (natural) inner core with a blue colored outer shell.

Pipe shall have footage marks at a maximum interval of every two feet. Polyethylene material shall have a minimum cell classification in accordance with ASTM D3350-14 "Polyethylene Plastics Pipe and Fitting Materials" of 345444D for the core, which shall be 100% virgin material, and 345444E for the outer shell. Note that both of these materials are UV stabilized as signified by the "D" for natural colored and "E" for the colored shell. Pipe shall comply with NSF 61 or 14.

Submit manufacturer's certification of compliance with all of the above requirements. Certification shall ship with the pipe on material sold to the Department and shall always be

submitted with shop drawings and catalogue cuts. Certification shall be signed and sealed by a professional engineer licensed to practice in the State of Florida.

2. HDPE TUBING FOR WATER SERVICES:

All 1-inch high density polyethylene tubing used for services shall be CTS-O.D. Controlled with Standard Outside Dimension Ratio (SODR) of 9, pressure rating of 200 psi, nominal outside diameter of 1.125-inches, minimum wall thickness of 0.125-inches, PE 3608, all in conformance with ASTM D2737-12 "Polyethylene (PE) Plastic Tubing". Tubing shall comply with ANSI/AWWA C901-08 "Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service" as modified herein. Tubing shall have a (natural) inner core with a blue colored outer shell.

Tubing shall have footage marks at a maximum interval of every two feet. Polyethylene material shall have a minimum cell classification in accordance with ASTM D3350-14 "Polyethylene Plastics Pipe and Fitting Materials" of 345444D for the core, which shall be 100% virgin material, and 345444E for the outer shell. Note that both of these materials are UV stabilized as signified by the "D" for natural colored and "E" for the colored shell.

Tubing shall comply with NSF 61 or 14. Submit Manufacturer' shall supply certification of compliance with all of the above requirements. Certification shall ship with the tubing on material sold to the Department and shall always be submitted with shop drawings and catalogue cuts. When required by the Chief, Engineering Division, Miami-Dade Water and Sewer Department or his designee, certification shall be signed and sealed by a professional engineer licensed to practice in the State of Florida.

2.07 WALL SLEEVES, PIPES AND CASTINGS

- A. Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel with steel galvanized after fabrication as specified in Section 15065, Miscellaneous Materials, under wall pipe. Sleeves shall be provided with seals and shall be oversized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings, and shall extend 2-inches above the finished floor. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than 3-inches. Escutcheons shall be brass or cast iron, nickel plated split-type.
- B. Interior: Wall sleeves shall be installed for all piping passing through interior walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding.
- C. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cause the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to treated sewage effluent and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or Department-approved equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.
- D. All piping passing through exterior walls and base slabs shall be provided with wall pipes. All

wall pipes shall be of ductile iron and shall have an intermediate flange or waterstop located in the center of the wall. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar outside coating.

2.08 STEEL CASING (JACKING AND BORING)

See Section 15070, "Jacking and Boring"

2.09 STEEL PIPE (AERIAL CROSSING)

See Section 15075, "Aerial Crossings"

PART 3 - EXECUTION

3.01 General:

- A. Furnish and maintain all barricades and flashing warning lights necessary to warn of the construction throughout the Project.
- B. Pipe and fittings shall at all times be handled with great care to avoid damage. Exercise particular care not to injure pipe coatings. In loading and unloading, they shall be lifted with cranes or hoists or slid or rolled on skidways in such manner as to avoid shock. Under no circumstances shall this material be dropped or allowed to roll or slide against obstructions.
- C. All work shall be performed by skilled workmen experienced in pipeline construction.
- D. All pipe and fittings shall be adequately supported by clamps, brackets, straps, concrete supports, rollers or other devices as shown and/or specified. Supports or hangers shall be spaced so that maximum deflection between supports or hangers shall not exceed 0.050 inch for pipe filled with liquid, but shall not be further than 6 feet apart, whichever is closer, unless otherwise shown. All pipe supports shall be secured to structures by approved inserts or expansion shields and bolts.
- E. All pipe shall be thoroughly cleaned internally before being installed. All pipes, except oxygen service, air and gas, shall be flushed with water and swabbed to assure removal of all foreign matter before installation. Air and gas piping shall be tapped with a hammer to loosen scale or other foreign matter that might be within the pipe, and then thoroughly blown with a high pressure air hose. Furnish and maintain suitable air compressor.
- F. Whenever possible, the pipe shall be installed with minimum 48-inches of cover. Deviations shall not be installed without written approval by the Owner.
- G. At all horizontal or vertical pipe deviation, install both restrained pipe and thrust blocks. Joints may only be opened to adjust alignment by half of the AWWA or manufacturer's recommended opening (which is smaller).
- H. Pipe Sleeves and Wall Casings: Pipe sleeves and wall casings shall be provided at the locations called for on the Drawings and specified herein. These units shall be as detailed and of the material as noted on the Drawings and specified herein. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall casings and wall sleeves

shall be of a type consistent with the piping to be connected to them.

- I. Tie Rods: Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi. Tie rods shall be installed as recommended by the manufacturer.

3.02 EXCAVATION FOR PIPING

- A. Make all excavation necessary for the construction of the pipelines, connections, valves and appurtenances, to the lines and grades shown on the Plans.
- B. Excavate the trench at least 6 inches below pipe laying grade as shown on the Plans. Install sheeting and shoring for the protection of workers in trenches, and where it is necessary for pipe installation and property protection or required by the Trench Safety Act. The cost of dewatering any excavation shall be at the Contractor's expense. The disposal of water removed from an excavation shall be in a manner which will not create a hazard, or be detrimental to the public health or to public or private property.
- C. Obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility. Furnish and maintain all construction signs required.

3.03 INSTALLATION OF PIPE, FITTINGS AND VALVES

A. General:

1. The design Drawings are in some cases diagrammatic. They may not show every bend, off-set, elbow or other fitting which may be required in the piping for installation in the space allotted. . Install gravity lines at uniform grade to low point after field verification of low point invert.
2. The centerline of the pipe shall not vary by more than 2 inches from the location shown on the Plans and the top of the pipe shall not vary by more than 2 inches from the established grade, except at points where this tolerance must be changed to clear obstructions, or make connections.
3. Limit onsite pipe storage to a maximum of one week. Use unloading and installation procedures that avoid cracking of the lining. If necessary, use plastic sheet bulkheads to close pipe ends and keep cement-mortar lining moist. Deliver the pipe alongside the pipe laying access road over which the pipe trailer-tractors can travel under their own power. Place the pipe in the order in which it is to be installed and secure it from rolling. Sandbags may be used to support the pipe in the ditch but no pipe shall be laid on blocks, except by the written permission of the Engineer of Record. Do not move pipe by inserting any devices or pieces of equipment into the pipe barrel. Field repair linings damaged by unloading or installation procedures. Flanged joints, mechanical joints and push-on joints in cast iron pipe and fittings may be made under water.

B. Installation of Ductile Iron Pipe

1. Install Ductile Iron Pipe in accordance with ANSI/AWWA C600-10 "Installation of Ductile-iron Mains and Their Appurtenances", and the following. For potable water pipelines, comply with NSF/ANSI 61 "Drinking Water System Components – Health Effects. All bends,

tees, and plugs, unless otherwise specified, shall be backed with concrete to undisturbed ground. Provision shall be made to prevent concrete from adhering to plugs or bolts by wrapping in polyethylene sheet complying with ANSI/AWWA C105/A21.5-05.

2. Bolts, nuts and rubber gaskets for use in flanged and mechanical joints shall be stored under cover. During laying operations, do not place tools, clothing, or other materials in the pipe. Gaskets shall not be exposed to heat, light or any petroleum products, shall be kept clean and shall not be handled with greasy or dirty hands. When pipe laying is not in progress, close the ends of the installed pipe by a child- and vermin-proof plug.
3. Assemble Flanged joints in accordance with the written recommendations of the pipe manufacturer. Before making up flanged joints in cast iron pipe and fittings, the back of each flange under the bolt heads, and the face of each flange shall have all lumps, blisters and excess bituminous coating removed and shall be wire brushed and wiped clean and dry. Cut the bore of the gaskets such that the gaskets do not protrude into the pipe when the flange bolts are tightened.
4. Before laying the ductile iron pipe, all lumps, blisters and excess asphaltic coating shall be removed from the bell and spigot ends of each pipe and the outside of the spigot and the inside of the bell wire brushed and wiped clean and dry. The entire gasket groove area shall be free of bumps or any foreign matter which might displace the gasket. The cleaned spigot and gasket shall not be allowed to touch the trench walls or trench bottom at any time. Vegetable soap lubricant shall be applied in accordance with the pipe manufacturer's recommendations, to aid in making the joint. Exercise caution to prevent damage to the gasket or the adherence of grease or particles of sand or dirt. Deflections shall be made only after the joint has been assembled.
5. Cutting of ductile iron pipe for inserting valves, fittings, etc., shall be done with a mechanical pipe saw in a neat and workmanlike manner without damage to the pipe, the lining, or the coating.
6. Unless otherwise directed, ductile iron pipe shall be laid with the bell ends facing in the direction of laying; and for lines on an appreciable slope, the bells shall, at the discretion of the Engineer, face upgrade. Small angular changes (less than 2.5 degrees) in horizontal alignment defined in the drawings by a point of inflection (PI) with no accompanying curve data shall be approximated as a curve by deflecting an equal amount of equal length pipe segments to create a curve equally distributed on both sides of the given PI. Accomplish a larger (greater than or equal to 2.5 degrees) change in horizontal alignment where a curve is not called for in the drawings through the use of an elbow placed at the station of the PI shown in the drawings. Small angular changes (less than 2.5 degrees) in vertical alignment may be accomplished by the use of pulled joints. For larger vertical deflections, place an elbow at the station and elevation of the vertical PI shown in the drawings.
7. Push-on and mechanical joints in ductile iron pipe and fittings shall be made in accordance with the manufacturer's written recommendations except as otherwise specified herein. Joints between push-on and mechanical joint pipe and/or fittings shall be made in accordance with AWWA Standard Specifications, "Installation of Ductile Iron Water Mains and Appurtenances," C600-10, except that deflection at joints shall not exceed one-half of the manufacturer's recommended allowable deflection, or one-half of the allowable deflection specified in AWWA C600-10, whichever is the lesser amount.
8. Flanged joints shall be used only where indicated on the Plans. Before making up flanged

joints in the pipeline, the back of each flange under the bolt heads and the face of each flange shall have all lumps, blisters and excess bituminous coating removed and shall be wire brushed and wiped clean and dry. Flange faces shall be kept clean and dry when making up the joint, and the workmen shall exercise caution to prevent damage to the gasket or the adherence of grease or particles of sand or dirt. Bolts and nuts shall be tightened by opposites in order to keep flange faces square with each other, and to insure that bolt stresses are evenly distributed.

9. Bolts and nuts in flanged and mechanical joints shall be tightened in accordance with the written recommendations of the pipe manufacturer for a leak-free joint. Exercise caution to prevent overstress. Torque wrenches shall be used until, in the opinion of the Engineer, the workmen have become accustomed to the proper amount of pressure to apply on standard wrenches.

C. Installation of PVC Pipe:

1. In the installation of glue joint PVC pipe, the pipe shall first be cut square and smooth. Wipe all surfaces to be connected with a cloth moistened with an appropriate solvent and remove any foreign matter from socket of fitting. Using an ordinary paint brush of width about equal to the nominal pipe size, apply a generous coat of cement to inside and shoulder of socket, flowing on but not brushing out. A similar coat shall then be applied to the end of the pipe for at least the same distance on the pipe as the depth of socket, and to the cut end. Pipe and fittings shall then be pressed firmly together and the pipe turned a quarter to a half turn to evenly distribute the cement. The cementing and joining operation must not exceed one minute. Allow 24 hours set-up time before applying pressure. Sand shall be used as backfill material around pipe installed underground.
2. Thread Sealant: Teflon tape.
3. All rigid PVC pipe shall be cut, made up, and installed in accordance with the pipe manufacturer's recommendations. Plastic pipe shall be laid by snaking the pipe from one side of the trench to the other. Offset shall be as recommended by the manufacturer for the maximum temperature variation between time of solvent welding and during operation.
4. Schedule 80 pipe shall not be threaded. Use Schedule 80 threaded nipple where necessary to connect to threaded valve or fitting.
5. Only strap wrenches shall be used for tightening threaded plastic joints, and care shall be taken not to over tighten these fittings.
6. Provide adequate ventilation when working with pipe joint solvent cement.
7. Testing: All lines shall be hydrostatically tested at the pressures specified elsewhere herein or at the design pressures.
8. Supports And Hangers: In accordance with the manufacturer's recommendations.

D. Installation of Copper Pipe:

1. Tubing above ground shall, whenever possible, be run in full lengths between fittings, valves and connections and joints shall be kept to a minimum. All connections shall be made without sharp bends or kinks in the tubing. Above ground tubing shall be supported at short intervals to prevent sagging and vibration.

2. All copper pipe shall be reamed to full diameter before joining. The ends of pipe and the inside of fittings shall be cleaned and flux applied to the entire area of pipe to be soldered.

E. Joint Pipe:

1. Threaded Pipe: Ream all pipe after cutting and before threading. Use non-hardening pipe compound "Tite-Seal" or approved equal, on male threads only.
2. Provide nipples of same material and weight as pipe used. Provide extra strong nipples when length of unthreaded part of nipple is less than 1-1/2".
3. Provide reducing fittings rather than bushings where changes in pipe sizes occur.
4. Provide dielectric unions or flanges between copper and steel piping and between brass-ware and steel. Do not use steel and copper piping in the same system without such isolation.

F. Unions: Provide unions or flanges in all domestic water service lines at each piece of equipment, specialty valves or at other locations required for ready disconnect.

G. Pipe Protection:

1. Paint all un-insulated metal (ductile iron or steel) piping underground with two coats of asphaltic paint.
2. Wrap soil pipe that touches metal or is exposed to masonry with a layer of 6 mil polyethylene.
3. Spirally wrap all pipe lines embedded in concrete with two layers of 30 lb. felt prior to placing the concrete.
4. Coat all exposed threads on galvanized steel pipe after assembly with two coats of zinc chromate.

H. Cleaning and Testing: All of the piping installed under this project shall be tested as follows and as directed by the Engineer.

1. With exceptions as noted below, all ductile iron piping installed under this Contract shall be cleaned and tested according to Paragraph I hereinbelow in this Section:
 - a) Only potable water piping shall be disinfected.
 - b) No leakage shall be permitted for flanged piping.
 - c) No leakage shall be permitted for any type of above ground piping.
2. Unless otherwise specified elsewhere herein, all PVC pressure system bushings and galvanized steel piping shall be tested at 100 psig. No leakage will be permitted.

I. Installation of Aboveground and Exposed Piping

1. Aboveground and exposed pipe fittings, valves and accessories shall be installed as shown or indicated on the Drawings.

2. Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings rather than bushings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated and as required to insure adequate support of the piping.
3. Welded connections shall be made in conformity with the requirements of AWWA Standard C 206 and shall be done only by qualified welders. The Engineer may, at his option, require certificates that welders employed on the work are qualified in conformity with the requirements of this standard and/or sample welds to verify the qualifications of the welders. Before testing, field welded joints shall be coated with the same material as used for coating its pipe in accordance with the requirements of AWWA.
4. Flanged joints shall be made up by installing the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with a suitable lubricant immediately before installation.
5. Joints using Dresser couplings shall be made up as recommended by the manufacturer.
6. Use of perforated band iron (plumber's strap), wire or chain as pipe hangers will not be acceptable. Supports for pipe less than 1-1/2 inches nominal size shall not be more than 8-feet on centers and pipe 2-inches nominal size and larger shall be supported at not more than 10-feet on centers, unless otherwise indicated. Supports for PVC pipe shall be spaced one-half the distance specified above unless otherwise indicated. Any noticeable sagging shall be corrected by the addition of extra supports at the Contractor's expense.

J. INSTALLATION OF HDPE SERVICES

Furnish and install a 10 gauge stranded copper blue tracer wire above all HDPE services.

3.04 FIELD QUALITY CONTROL

- A. All water mains shall be flushed to remove all sand, debris, rock and other foreign matter. Dispose of the flushing water without causing a nuisance or property damage.
- B. Pressure and Leakage Testing: Hydrostatically test all pressure pipe. Test Ductile Iron Pipe mains in accordance with ANSI/AWWA C600-10 once all backfill is in place and fully compacted, and after all thrust blocks have cured to their design strength. Do not test against closed valves. All pumps, piping and gauges shall be furnished, installed and operated by the Contractor and all such equipment and devices and their installation shall be approved by the Engineer. Pump shall be of a non-pulsating type suitable for this application and gauge accuracy certification may be required at the Engineer of Record's discretion. All pressure and leakage testing shall be done in the presence of a representative of the Department as a condition precedent to the approval and acceptance of the system.
- C. Disinfection:

Disinfect in accordance with ANSI/AWWA C651-14 – Disinfecting Water Mains. During the period that the chlorine solution or slug is in the section of pipeline, open and close valves to obtain a chlorine residual at hydrants and other pipeline appurtenances. Swab exposed faces of valves and blind flanges prior to bolting flanges in place with a 1% sodium hypochlorite solution. Disinfect isolation valves, pipe, and appurtenances per AWWA C651, Section 4.7.

Flush with potable water until discolored water, mud, and debris are eliminated. Swab interior of pipe and fittings with a 1% sodium hypochlorite solution. After disinfection, flush with potable water again until water is free of chlorine odor. After confirming the chlorine residual, flush the excess chlorine solution from the pipeline until the chlorine concentration in the water leaving the pipe is either within 0.5 mg/L of the replacement water or no higher than that generally prevailing in the distribution system.

Discharge of chlorinated water into watercourses or surface waters is regulated by the National Pollutant Discharge Elimination System (NPDES). Disposal of the chlorinated disinfection water and the flushing water is the Contractor's responsibility. Schedule the rate of flow and locations of discharges in advance to permit review and coordination with Owner and cognizant regulatory authorities. For measuring chlorine concentration, supply and use a medium range, drop count, DPD drop dilution method kit per AWWA C651, Appendix A.1. Maintain kits in good working order available for immediate test of residuals at point of sampling.

D. Tests for Drain and Gravity Sewer Lines:

1. Drain and gravity sewer lines shall be tested for infiltration and exfiltration.
2. The allowable limits of infiltration or exfiltration or leakage for the drain or sewer lines, or any portion thereof shall not exceed a rate of 100 gallons per inch of internal pipe diameter per mile of pipe per 24 hours with no allowance for laterals or manholes. Duration of test shall be a minimum of two hours.
3. Any part or all of the system may be tested for infiltration or exfiltration, as directed by the Engineer. Prior to testing for infiltration, the system shall be pumped out so that normal infiltration conditions exist at the time of testing. The amounts of infiltration or exfiltration shall be determined by pumping into or out of calibrated drums, or by other approved methods.
4. The exfiltration test will be conducted by filling the portion of the system being tested with water to a level which will provide a minimum head of 2-feet in a lateral connected to the test portion, or, in the event there are no laterals in the test portion, a minimum difference in elevation of 5-feet between the crown of the highest portion of the drain or sewer and the test level.
5. Where infiltration or exfiltration exceeds the allowable limits specified herein, the defective pipe, joints, or other faulty construction shall be located and repaired by the Contractor.
6. Furnish all labor, equipment and materials and shall conduct all testing required, under the direction of the Engineer of Record. No separate payment will be made for this work and the cost for this work shall be included in the prices quoted in the Proposal.
7. Locate and repair all leaks until the leakage is reduced to the limits specified. Any observed leaks or obviously defective joints or pipes shall be repaired or replaced as directed by the Engineer of Record, even though the total leakage is below that specified above.

END OF SECTION

SECTION 15100**VALVES, GENERAL****PART 1 - GENERAL****1.01 SCOPE**

- A. The Contractor shall provide all tools, supplies, materials, equipment, and labor necessary for furnishing, installing, adjusting, and testing of all valves and appurtenant work, complete and operable. For buried valves, the Contractor shall furnish and install valve boxes to grade, with covers, extensions, and position indicators.
- B. The provisions of this Section shall apply to all valves and valve operators called out in the various Sections of these Specifications except where otherwise specified. Valves and operators in particular locations may require a combination of units, sensors, limit switches, and controls specified in other sections of these Specifications.
- C. All valves specified herein shall be furnished with an affidavit from the manufacturer(s) certifying that the valves furnished comply with the applicable provisions of the AWWA specifications, as modified herein. That they were factory tested in accordance with the AWWA Standard Leakage and Hydrostatic Tests as modified herein, with a certified test report furnished to the Department for each valve.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Piping, General
- B. Painting
- C. Equipment General Provisions
- D. Electrical
- E. Valve (by type) Specification Sections

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Codes: All codes, as referenced herein, are specified in Section entitled "Reference Standards." As used herein, "ANSI" denotes the American National Standards Institute; "AWWA", the American Water Works Association; and "ASTM", the American Society for Testing and Materials.
- B. Commercial Standards:

ANSI B16.1

Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.

ANSI B16.5	Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and Other Special Alloys.
ANSI/ASME B1.20.1	General Purpose Pipe Threads (Inch).
ANSI/ASME B31.1	Power Piping.
ASTM A 36	Specification for Structural Steel.
ASTM A 48	Specification for Gray Iron Castings.
ASTM A 126	Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
ASTM A 536	Specification for Ductile Iron Castings.
ASTM B 61	Specification for Steam or Valve Bronze Castings.
ASTM B 62	Specification for Composition Bronze or Ounce Metal Castings.
ASTM B 148	Specification for Aluminum-Bronze Castings.
ASTM B 584	Specification for Copper Alloy Sand Castings for General Applications.
ANSI/AWWA C500	Gate Valves for Water and Sewerage Systems.
AWWA C550	Protective Interior Coatings for Valves and Hydrants.

1.04 MANUFACTURER

All valves shall be the product of domestic manufacturing firms which have been engaged in the production of valves for not less than five (5) years.

1.05 QUALITY ASSURANCE

- A. Valve Testing: The Contractor is advised that he is required to furnish all labor, materials and equipment necessary to pressure test each valve furnished by himself or the Department, bi-directionally, prior to installation, to the satisfaction of the Engineer of Record. If the valves are available, the tests shall be performed prior to the start of construction. Otherwise, the tests shall be performed as soon as the valves are available to afford the maximum time for any corrective work required. The Contractor shall include all costs for this requirement under the appropriate Proposal Item(s), no other compensation will be provided.
- B. Bronze Parts: Unless otherwise specified, all interior bronze parts of valves shall conform to the requirements of ASTM B 62.
- C. Provide valves that have the manufacturer's name and valve rating cast in body.

1.06 SUBMITTALS

- A. Shop Drawing: Shop drawings of all valves and operators including associated wiring diagrams and electrical data.
- B. Approved Drawings: The Engineer of Record's drawings, which constitute an integral part of this Contract, indicate the general layout of the complete system. Field verification of scale dimensions on plans is directed since actual locations, distances and levels will be governed by actual field conditions. The Contractor shall also review architectural, structural, and mechanical plans and shall adjust his work to conform to all conditions indicated thereon. Discrepancies shown on different plans, or between plans and actual field conditions, or between plans and specifications, shall promptly be brought to the attention of the Engineer of Record, for a decision. All items not specifically mentioned in the specifications or noted on the drawings, but which can be reasonably assumed as necessary to make a complete working installation shall be included.

PART 2 - PRODUCTS

2.01 VALVES

- A. General: The Contractor shall furnish all valves, gates, valve operating units, stem extensions, operators and other accessories as shown or specified. All valves and gates shall be new and of current manufacture. All non-buried valves, 6-inch and larger, shall have operators with position indicators. Where buried, these valves shall be provided with valve boxes, covers and valve extensions. Valves mounted higher than 6-feet above working level shall be provided with chain operators. All valves shall have a minimum design pressure rating of 150 psi unless otherwise specified elsewhere herein.
- B. Cast iron parts of valves shall meet the requirements of ASTM A126, "Standard Specifications for Gray Iron Castings for Valves, Flanges and Pipe Fittings, Class 'B'." Flanged ends shall be flat-faced and have bolt circle and bolt patterns conforming to ANSI B16.1 Class 125.
- C. All castings shall be clean and sound, without defects of any kind and no plugging, welding or repairing of defects will be permitted. All bolt heads and nuts shall be hexagonal conforming to ANSI B18.2. Gaskets shall be full-face and made of synthetic elastomers in conformance with ANSI B16.21 suitable for the service characteristics, especially chemical compatibility and temperature. Non-ferrous alloys of various types shall be used for parts of valves as specified. Where no definite specification is given, the material shall be the recognized acceptable standard for that particular application.
- D. All buried valves shall be provided with cast-iron valve boxes unless otherwise indicated. The boxes shall conform with Department Standards and be installed perpendicularly, centered around and covering the upper portions of the valve operator. The top of each valve box shall be placed flush with finish grade unless otherwise indicated on the Drawings. Valve boxes shall be as specified elsewhere in this Section.

- E. All buried valves and other valves located below a concrete operating deck or level, specified or noted to be key operated, shall have an operator to finish grade or deck level, non-rising stem, a 2-inch square AWWA nut with skirt, and cover or box and cover, as may be required.
- F. Valve Flanges: The flanges of valves shall be in accordance with Section 15060, "Piping and Fittings."
- G. Gate Valve Stems: Gate valve stems shall be of bronze in accordance with AWWA C515, containing not more than 5 percent of zinc nor more than 2 percent of aluminum.
- H. Protective Coating: Except where otherwise specified, ferrous surfaces, exclusive of stainless steel surfaces, in the fluid passages of all valves 4-inch and larger shall receive an epoxy coating in accordance with AWWA C550. Flange faces of valves shall not be epoxy coated. The valve manufacturer, shall certify in writing that such coating has been applied and tested in the manufacturing plant prior to shipment, in accordance with these Specifications. Exterior coating shall be asphalt varnish conforming to Federal Specification TT-C-494A.
- I. Valve Labeling: A label shall be provided on all shut-off valves exclusive of hose bibs and chlorine cylinder valves. The label shall be of 1/16-inch brass or stainless steel, minimum 2 inches by 4 inches in size, and shall be permanently attached to the valve or on the wall adjacent to the valve or as indicated by the Department.

2.02 VALVE OPERATORS

A. General

- 1. All butterfly valves, plug valves over 8-inch size and gate valves installed horizontally shall be furnished with geared operators, provided by the manufacturer. All valves of a particular size and pressure rating by a given manufacturer shall be supplied with the same operator. No variation will be permitted during the contract. All valve operators, regardless of type, shall be installed, adjusted, and tested by the valve manufacturer at the manufacturing plant. Operator orientation shall be verified with the Department prior to fabrication. If this requirement is not met, changes to orientation shall be made at no cost the Department.
- 2. All operators shall turn counter-clockwise to open. Operators shall have the open direction clearly and permanently marked. Field adjustment and testing of the operators and valves to ensure proper installation and operation shall be the responsibility of the Contractor.

B. Manual Operators

- 1. All manual operators shall be equipped with AWWA square nuts, handwheels or chain drives as appropriate. Some small (6-inch or less) valves may be lever operated if so specified elsewhere herein. Where buried, the valves shall have extensions with square nuts or floor stands as indicated on the Drawings. Valves mounted higher than 6 feet above floor or operating level shall have chain operators with chain terminating 4 feet above operating level.

2. Operation of valves and gates shall be designed so that the effort required to operate the handwheel, lever or chain shall not exceed 40 pounds applied at the extremity of the wheel or lever. The handwheels on valves 14 inches and smaller shall not be less than 8 inches in diameter, and on valves larger than 14 inches the handwheel shall not be less than 12 inches in diameter.
3. Chainwheel operator shall be fabricated of malleable iron with pocketed type chainwheels with chain guards and guides. Chainwheel operators shall be marked with an arrow and the word "open" indicating direction to open. The operators shall have galvanized smooth welded link type chain. Chain that is crimped or has links with exposed ends is not acceptable.

2.03 TORQUE LIMITING DEVICE

Each butterfly valve shall be provided with a torque limiting device designed to protect the actuator and valve parts. The device shall consist of an overtorque protection mechanism enclosed in a hermetically sealed cast iron housing. The mechanism shall be permanently lubricated and factory set to trip between 200 and 220 ft. lbs. of applied torque. The housing shall have integrally cast, 2-inch AWWA operating nut and matching socket to operate and to fit over the actuator or extension shaft nuts, respectively. The socket shall be provided with a set screw to fit the device. The direction of rotation shall be permanently shown with word and arrow next to the operating nut. The entire device shall be coated inside and out with a 2-part epoxy. The torque limiting device shall be as manufactured by Annspace Controls Company of St. Louis, Missouri, or approved equal.

2.04 FLOOR STANDS

Floor stands shall be cast iron, non-rising stem type with lockable hand wheel operator, valve position indicator and stainless steel or bronze extension stem. Hand wheel shall be lockable in the full open and full closed positions. The floor stand shall be furnished with an armored padlock and six keys. Lock shall be as manufactured by Master, Schlage or equal. Floor stand shall be standard pattern type as manufactured by Clow Corporation, or equal.

2.05 VALVE BOXES

Cast iron valve boxes shall be provided for all valves installed underground. All valves boxes shall be No. 2 or 3 (for water) and No. 52 or 53 (for sewer) in accordance with Department Standards.

PART 3 - EXECUTION

3.01 INSTALLATION


- A. General: All work shall be performed by skilled workmen experienced in similar installations. All valves shall be adequately supported by clamps, brackets, straps, concrete supports or other devices as shown or specified. All supports shall be secured to structures by approved inserts or expansion shields and bolts.

- B. All valves shall be thoroughly cleaned internally before being installed. Installation of valves shall be done in accordance with construction methods specified in "Pipes and Fittings" Section of these Specifications.
- C. Install valves as recommended by manufacturer.
- D. Install valves so that they are easily accessible for operation, visual inspection and preventive maintenance.
- E. Location of valves and chain operators: Install valves so as to be accessible for operation and free from interferences when operated. Position so that leakage will not contact any electrical equipment that may be located below.
- F. The installation of all underground valves shall include a valve box and riser in accordance with the Details shown on the Plans or in the Standard Details for the various sizes and types of valves to be installed. Riser pipes and valve boxes shall be carefully centered and set flush with the finished grade if in paving, or with the top of the ground if out of paved areas. All valve boxes shall be held in position with concrete as shown on the Plans or in the Standard Details.
- G. Upon completion of the Project, but prior to final acceptance, the Contractor in the presence of the Engineer, shall fully open each valve installed by him, except at connections to existing Department mains. For valves 16-inch and larger, the Contractor, shall count the number of turns required to operate each valve from a completely closed to a fully opened position, and shall paint the number on the bottom of the valve box lid or manhole cover. Valves at connections to existing Department mains shall only be operated by Department forces.

END OF SECTION

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL M-DWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
 - a. EASEMENTS, IF REQUIRED.
 - b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN.
 - c. ABSOLUTE BILL OF SALE.
 - d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT).
ii. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
 - e. "AS-BUILT" PRINTS 24"x36" SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED FLORIDA SURVEYOR, ALONG WITH PRINTS OF "AS-BUILT" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".
 - f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS.
 - g. BILL OF SALE SKETCH (8½"x11") FOR WATER AND SEWER, SEPARATELY.
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.


I T E M	CROSS REF.	SPEC. REF.

 MIAMI-DADE COUNTY <i>Delivering Excellence Every Day</i> WATER & SEWER DEPARTMENT	ISSUE DATE	APPROVED BY	STANDARD DETAIL STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION	GS 0.5 SHEET 1 OF 2
	03/01/2010	V.F.C.		

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
 - a. AS-BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)
2. "AS-BUILT" FORMAT:
 - a. 24"x36" PRINTS
 - b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION-TOWNSHIP-RANGE SHOULD BE SHOWN.
 - c. THE WORD "AS-BUILT" IN LARGE LETTERS.
 - d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
 - e. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*.
 - f. STREET NOMENCLATURE.
 - g. SEPARATE AS-BUILTS FOR WATER AND SEWER.
 - h. SEPARATE WATER AND SEWER PROFILE.
 - i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., \odot , \otimes , ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
 - j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
 - k. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
 - l. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS-BUILT" INFORMATION REFLECTED IN DRAWINGS.
3. WATER "AS-BUILTS" MUST INCLUDE:
 - a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS AND FITTINGS AT THE MAINLINE (IF PERPENDICULAR TO IT), AND AT MAIN AND END OF SERVICES IF ANY, OTHER ANGLE, AND DEFLECTION OF PIPE, IF ANY.
 - b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "AS-BUILTS" MUST INCLUDE:
 - a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
 - b. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH , ETC), AND STATION STARTING AT EACH 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "AS-BUILT" SAME AS WATER MAIN ABOVE.
6. EACH AS-BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT OF DRAWINGS.

I T E M	CROSS REF.	SPEC. REF.

 MIAMI-DADE COUNTY <i>Delivering Excellence Every Day</i> WATER & SEWER DEPARTMENT	ISSUE DATE	APPROVED BY	STANDARD DETAIL "AS-BUILT" REQUIREMENTS	GS 0.5 SHEET 2 OF 2
	03/11/2009	V.F.C.		

MIN. LENGTH OF PIPE (FEET) TO BE RESTRAINED

(SOURCES: DIPRA RESTRAINT LENGTH CALCULATION PROGRAM FOR DUCTILE IRON PIPE , RELEASE 3.2)

NOTES:

1. THE DATA IN TABLES ARE BASED UPON THE FOLLOWING INSTALLATION CONDITIONS:
 SOIL TYPE-SILT 2 (OR, SOIL WITH EQUIVALENT PROPERTIES)
 TEST PRESSURE-100 PSI TRENCH TYPE-4 SAFETY FACTOR-1.5
 MINIMUM PIPE LENGTH ALONG TEE RUN-20'
2. RESTRAINED PIPE LENGTHS APPLY TO DUCTILE IRON AND PVC PIPES.
3. ALL JOINTS BETWEEN BENDS AT ALL HORIZONTAL & VERTICAL OFFSETS SHALL BE RESTRAINED.
4. DUCTILE IRON FITTINGS UP TO 20-INCHES IN DIAMETER SHALL BE RESTRAINED BY MECHANICAL MEANS, I.E. RESTRAINING JOINTS, MEGALUGS OR APPROVED EQUAL, FIELD-LOK GASKETS OR APPROVED EQUAL.
5. 24-INCH AND ABOVE DIAMETER DUCTILE IRON FITTINGS SHALL BE RESTRAINED BY MECHANICAL MEANS, I.E. RESTRAINING JOINTS, MEGALUGS OR APPROVED EQUAL, FIELD-LOK GASKETS OR APPROVED EQUAL, ETC., WITH THRUST BLOCKS AND CONCRETE ANCHORS BEING OPTIONAL AT THE DISCRETION OF THE ENGINEER OF RECORD.
6. ANY THRUST BLOCKS AND ANCHORS ARE TO BE DESIGNED BY THE ENGINEER OF RECORD. SIGNED AND SEALED CALCULATIONS SHALL BE SUBMITTED TO MDWASD FOR APPROVAL PRIOR TO INSTALLATION.
7. THRUST BLOCKS CONSISTING OF POURED-IN-PLACE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI AFTER 28 DAYS CURING AGE.
8. TABLES SHOWN ON SHEETS 1 OF 5 THRU 5 OF 5 SHALL SERVE AS A GENERAL DESIGN AND CONSTRUCTION GUIDE ONLY. IT IS THE SOLE RESPONSIBILITY OF THE ENGINEER-OF-RECORD TO JUSTIFY AND DOCUMENT ANY DEVIATIONS FROM THE PIPE LENGTHS SPECIFIED IN SAID TABLES BASED ON THE INSTALLATION & FIELD CONDITIONS.
9. AT TIMES ON THE PLANS, DIMENSIONAL ARROWS BETWEEN LOCATOR LINES WHICH ARE EVEN WITH PARTICULAR PIPE JOINTS ARE UTILIZED TO SHOW THE EXTENT OF RESTRAINED LENGTHS OF PIPE AND FITTINGS. IN THESE INSTANCES THE JOINT(S) AT THE LOCATOR LINES SHALL BE CONSIDERED AS A RESTRAINED JOINT. HENCE, THE LENGTH OF PIPE BEYOND THE LOCATOR LINE IS RESTRAINED.



THUS, IN THE SCHEMATIC ABOVE, FOUR LENGTHS OF PIPE ARE BETWEEN THE LOCATOR LINES BUT ALL SIX LENGTHS ARE RESTRAINED.

XXXXX		
I T E M	CROSS REF.	SPEC. REF.


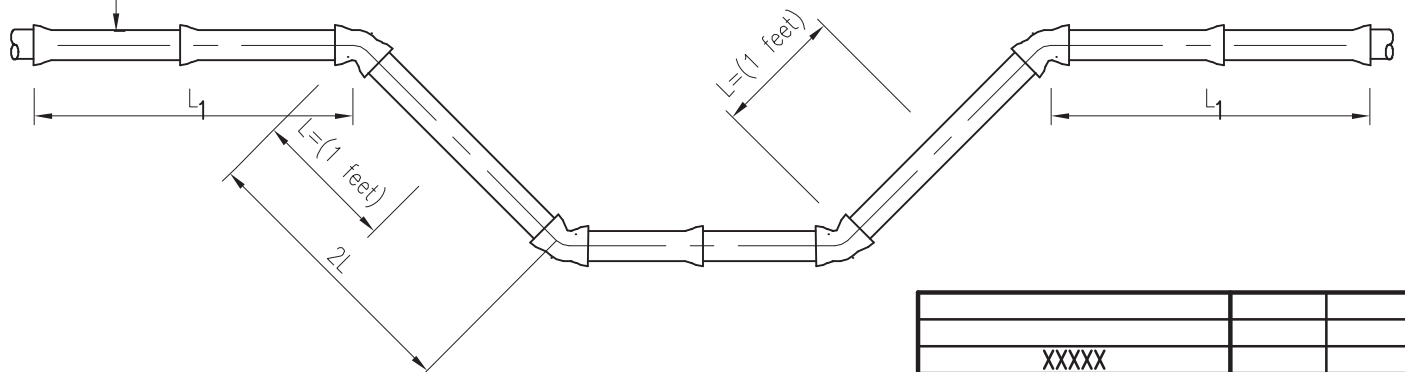
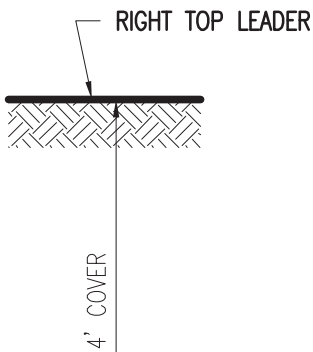
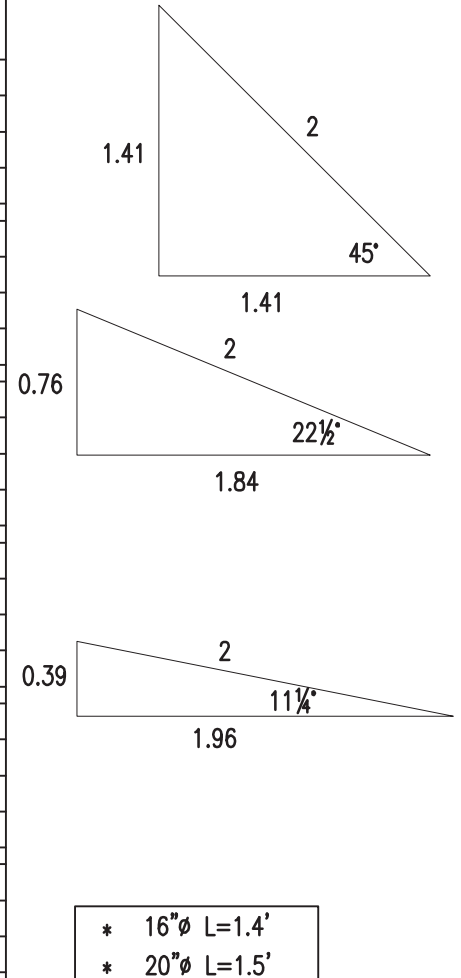
	ISSUE DATE	APPROVED BY	STANDARD DETAIL STANDARD REQUIREMENTS FOR WATER AND SEWER MECHANICAL THRUST RESTRAINT	GS 2.0 SHEET 1 OF 5
	4/10/2014	J. F.		

TABLE No.1
(Combined Vertical Offset Under Object/other utility)
MIN. LENGTH OF PIPE (FEET) TO BE RESTRAINED
100 psi pressure, Soil Designation: Silt 2

L= 1 Feet (Minimum or Maximum) H= Depth of cover (ft.)
 ϕ = Bend angle in degrees D= Nominal diameter (in.)

H	D	ϕ	L ₁ Bare Pipe	L ₁ Polywrapped Pipe
4'	6"	90	62	89
		45	25	36
		22½	12	17
		11¼	5	8
	8"	90	81	116
		45	33	47
		22½	15	22
		11¼	7	11
	10"	90	98	141
		45	40	58
		22½	19	27
		11¼	9	13
	12"	90	115	165
		45	47	68
		22½	22	32
		11¼	10	15
	* 16"	90	148	212
		45	61	87
		22½	28	41
		11¼	13	20
	* 20"	90	180	257
		45	74	106
		22½	35	50
		11¼	16	24



XXXXX		
ITEM	CROSS REF.	SPEC. REF.

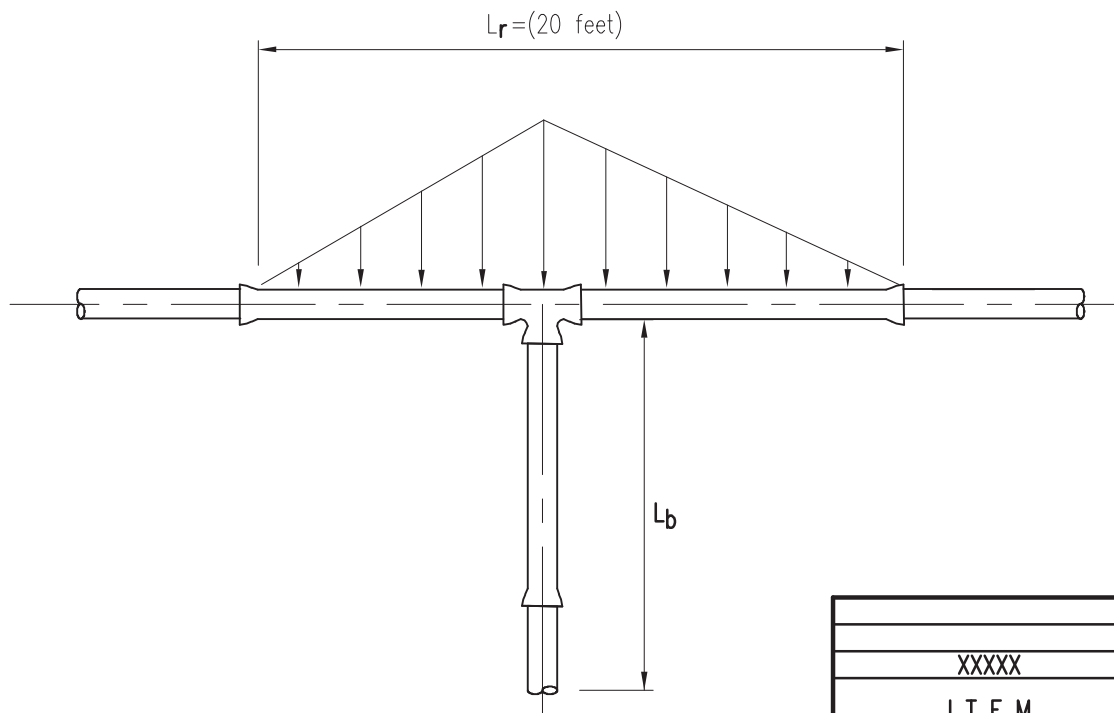
TABLE No.2 (Tee)
MIN. LENGTH OF PIPE (L_b in Feet) TO BE
RESTRAINED

100 psi pressure, Soil Designation: Silt 2

H= Depth of cover (ft.)

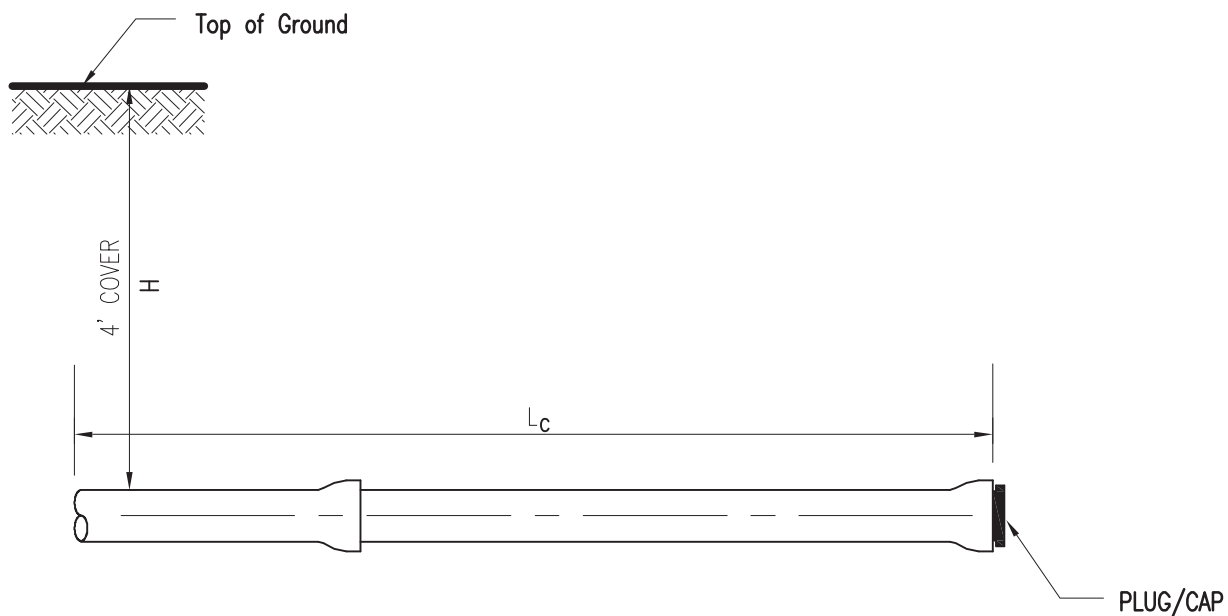
D= Nominal diameter (in.)

D	H=4 Bare Pipe	H=4 Polywrapped Pipe
	L _b	L _b
8" x 8"	10	14
8" x 6"	0	0
10" x 10"	19	26
10" x 8"	2	3
12" x 12"	27	38
12" x 10"	12	17
12" x 8"	0	0
16" x 16"	43	62
16" x 12"	15	22
16" x 10"	0	0
20" x 20"	59	84
20" x 16"	34	49
20" x 12"	3	4
20" x 10"	0	0



XXXXX		
ITEM	CROSS REF.	SPEC. REF.

TABLE No.3 (Dead Ends) MIN. LENGTH OF PIPE (L_c (in feet)) TO BE RESTRAINED 100 psi pressure, Soil Designation: Silt 2 H= Depth of cover (ft.) D= Nominal diameter (in.)			
H	D	DEAD END Bare Pipe	DEAD END Polywrapped Pipe
4'		L_c	L_c
	6"	32	45
	8"	41	58
	10"	50	71
	12"	58	83
	16"	75	107
	20"	91	127



XXXXX		
ITEM	CROSS REF.	SPEC. REF.


	ISSUE DATE	APPROVED BY	STANDARD DETAIL THRUST RESTRAINT DESIGN DUCTILE IRON/PVC PIPE (Dead Ends)	GS 2.0 SHEET 4 OF 5
	11/01/2006	V. E. F.		

TABLE No.4 (Horizontal Bends)

MIN. LENGTH OF PIPE (L_d in feet) TO BE RESTRAINED

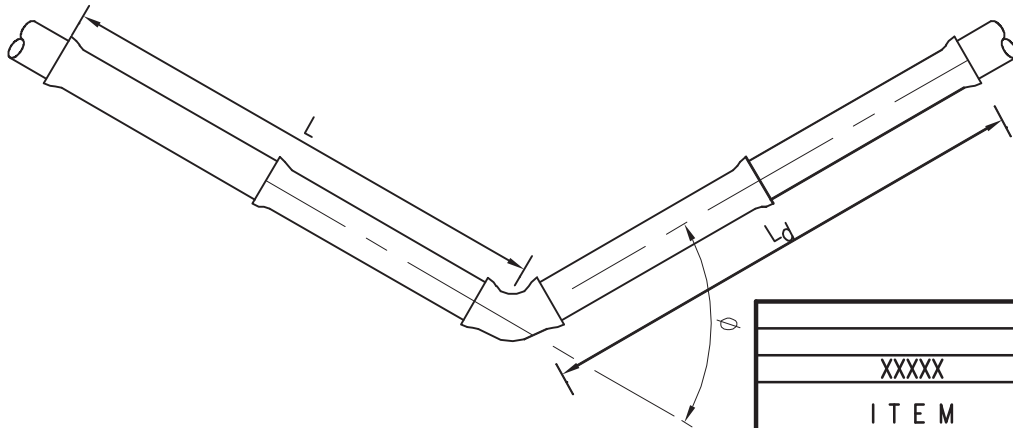
100 psi pressure, Soil Designation: Silt 2

 ϕ = Bend angle in degrees

H = Depth of cover (ft.)

D = Nominal diameter (in.)

		H = 2.5		H = 4		H = 6	
D	ϕ	Bare Pipe	Polywrapped Pipe	Bare Pipe	Polywrapped Pipe	Bare Pipe	Polywrapped Pipe
6"	90	19	22	12	14	9	10
	45	8	9	5	6	4	4
	22½	4	4	2	3	2	2
	11¼	2	2	1	1	1	1
8"	90	25	28	16	18	11	13
	45	10	12	7	8	5	5
	22½	5	6	3	4	2	2
	11¼	2	3	2	2	1	1
10"	90	29	33	19	22	13	15
	45	12	14	8	9	6	6
	22½	6	7	4	4	3	3
	11¼	3	3	2	2	1	1
12"	90	34	38	23	26	16	18
	45	14	16	9	11	7	7
	22½	7	8	5	5	3	4
	11¼	3	4	2	3	2	2
16"	90	43	48	29	33	20	23
	45	18	20	12	14	8	10
	22½	8	10	6	7	4	5
	11¼	4	5	3	3	2	2
20"	90	51	57	35	39	25	28
	45	21	24	14	16	10	12
	22½	10	11	7	8	5	6
	11¼	5	6	3	4	2	3



XXXXX		
ITEM	CROSS REF.	SPEC. REF.

THE FOLLOWING REQUIREMENTS SHALL APPLY TO ALL CASTINGS
(OR FABRICATED MATERIALS) CONTAINED HEREIN:

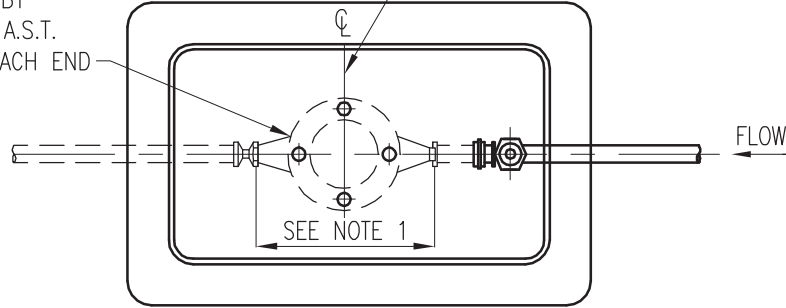
1. SUB-COMPONENTS OF ALL CASTINGS FROM THE SAME SUPPLIER SHALL BE INTERCHANGEABLE.
2. MATING SURFACES OF ALL CASTINGS SHALL BE MACHINED, WITH NO ROCKING PERMITTED.
3. ALL CASTINGS SHALL BE IN ACCORDANCE WITH ASTM-A48, AS MODIFIED HEREIN:
 - A. ARTICLE 10.1.3.1. SHALL NOT APPLY, TIME LIMIT IS 4 HRS. MAXIMUM.
 - B. NOTIFICATION TIME LIMIT IN ARTICLE 16.2 SHALL NOT APPLY.
 - C. SUPPLIER SHALL PROVIDE CERTIFIED TEST RESULTS WITH EACH LOT OF CASTING SHIPPED. CERTIFICATION SHALL IDENTIFY LOT.
 - D. SIGNATURE IN ARTICLE 17.2 SHALL BE REQUIRED. CERTIFICATION SHALL BE SIGNED BY LICENSED PROFESSIONAL ENGINEER, OR EQUIVALENT WHEN IN FOREIGN COUNTRY.
 - E. SUPPLIER SHALL PROVIDE CAST TEST BAR, SUITABLE FOR MACHINING, FOR EACH FOUNDRY LOT OF CASTINGS SHIPPED. TEST BAR SHALL IDENTIFY LOT AND SHALL BE SUITABLE FOR CLASS NO. 35B SPECIMEN.
4. MANUFACTURER'S NAME AND LOCATION (I.E. FOUNDRY AND COUNTRY OF ORIGIN) SHALL BE PERMANENTLY CAST ON THE BOTTOM OF ALL CAST COVERS AND LIDS.
5. SUPPLIER OF FABRICATED ITEMS (I.E. NON-CAST ITEMS) SHALL PERMANENTLY MARK HIS NAME AND DATE OF MANUFACTURE ON MATERIAL, BY WELDING, STAMPING OR OTHER METHOD APPROVED BY THE DEPARTMENT.

ITEM	CROSS REF.	SPEC. REF.

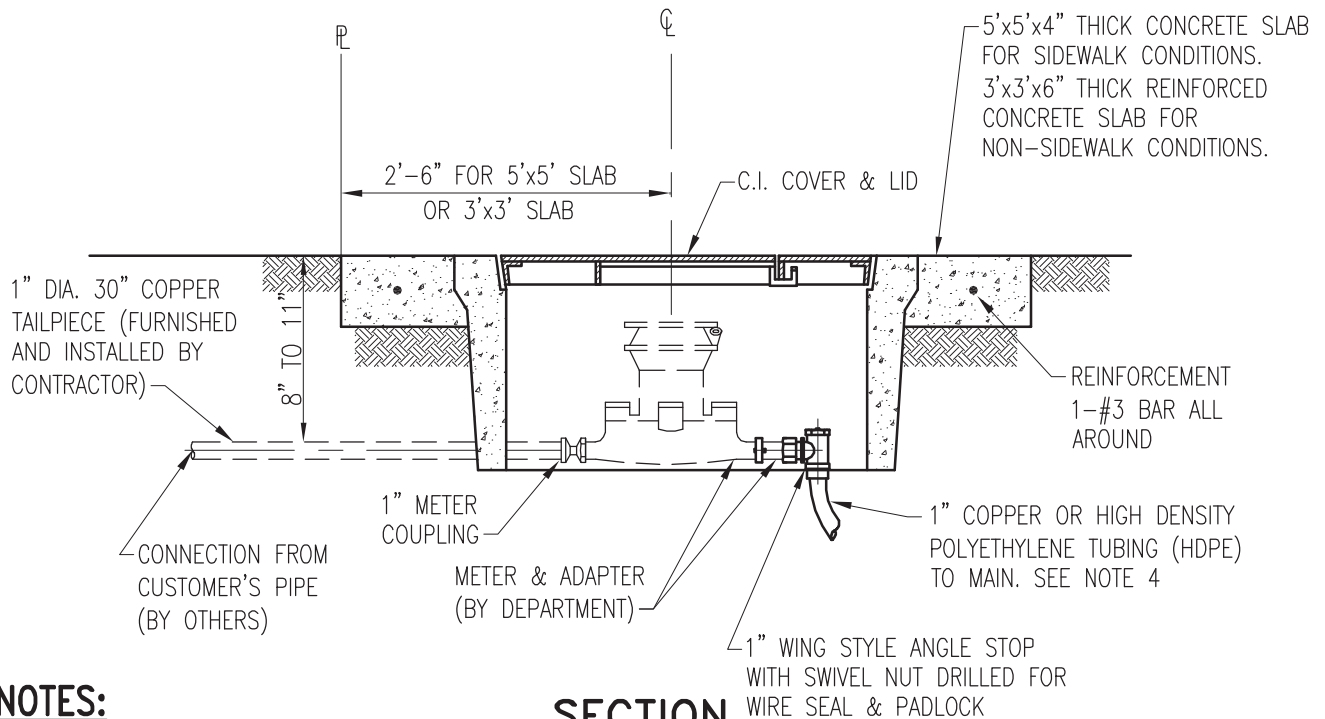
	ISSUE DATE	APPROVED BY	STANDARD DETAIL	WS 2.05 SHEET 1 OF 1
	6/01/2015	J.F.		
CASTING STANDARDS				

5/8" x 3/4" WATER METER (BY DEPARTMENT) WITH 1 1/4" A.S.T. MALE CONNECTION ON EACH END

METER SHALL BE ALIGNED WITH CL OF METER BOX AS SHOWN. (TYP.)



PLAN



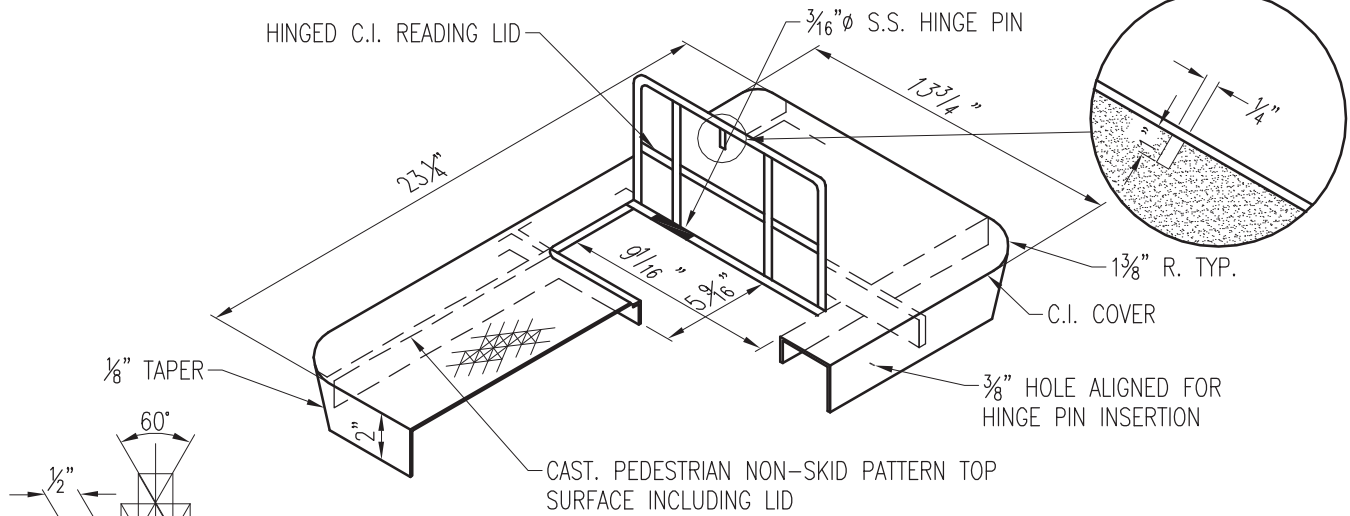
NOTES:

SECTION

- METER LAYING LENGTH AS SHOWN:
10 3/4" (OUTLET TO OUTLET) FOR 5/8" OR 1" METER (11" WITH GASKETS).
- USE SINGLE METER BOX.
- CONCRETE SLAB REINFORCEMENT SHALL HAVE 1-#3 BAR ALL AROUND.
- USE 1" BLUE COLOR HDPE OR 1" COPPER TUBING FOR POTABLE WATER SERVICE. USE ONLY 1" PURPLE COLOR HDPE (NO COPPER ALLOWED) FOR RECLAIMED WATER SERVICE.
- METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.
- WHEN USING 1" HDPE SERVICE A TEN GAUGE BLUE (PURPLE FOR RECLAIMED WATER) DIRECT BURY STANDARD COPPER TRACE WIRE IS TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE SHALL BE ATTACHED TO WATER MAIN. WIRE MUST EXTEND INTO METER BOX.
- IF USED FOR RECLAIMED WATER, THE COVER SHALL BE PERMANENTLY EMBOSSED WITH THE WORDING: "RECLAIMED WATER-DO NOT DRINK-NO BEBER-PA BOUE".
- ALL SPACER TUBES AND TAILPIECES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
- REPAIRS TO SLAB AND METER ARE PROHIBITED.

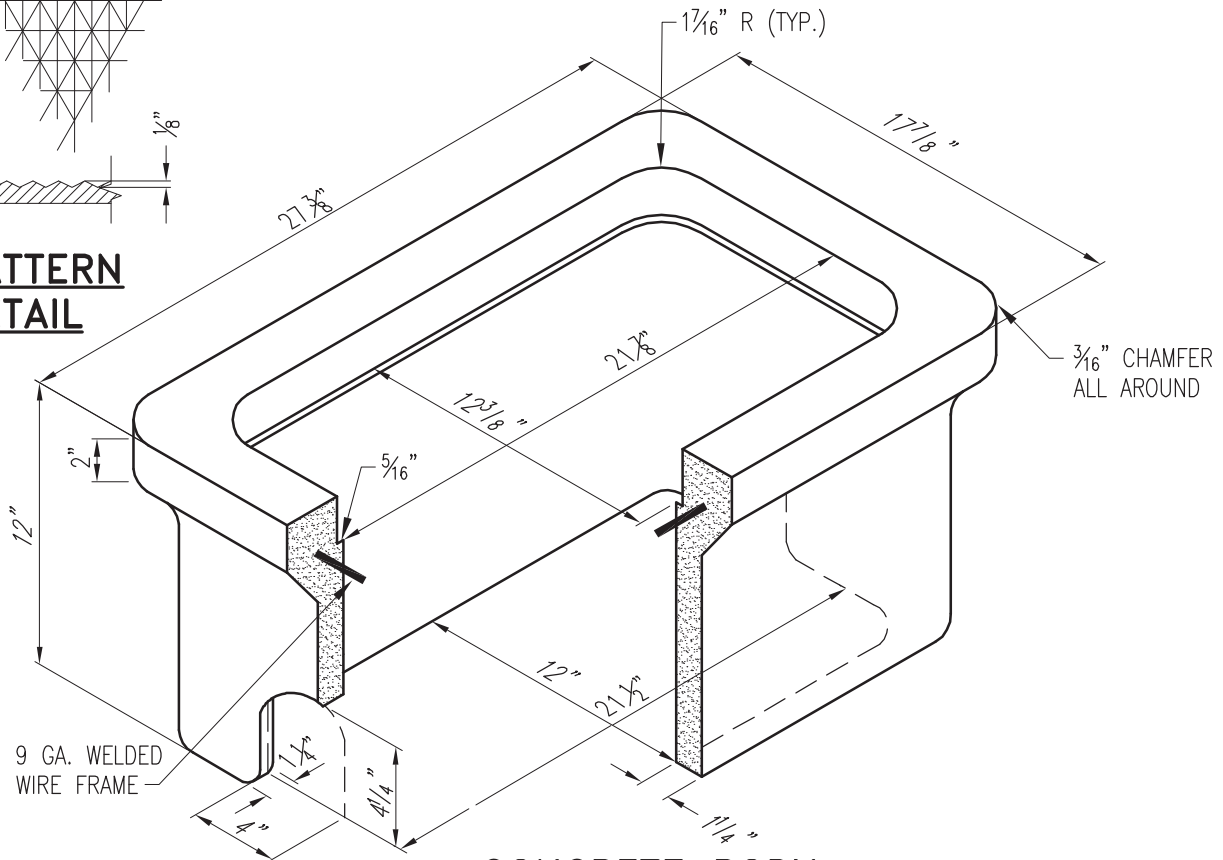
1" SERVICE CONNECTION	WS 4.11	
TYPICAL SERVICE PLAN	WS 4.10	
ITEM	CROSS REF.	SPEC. REF.

PICKHOLE DETAIL



C.I. COVER WITH HINGER LID

PATTERN DETAIL



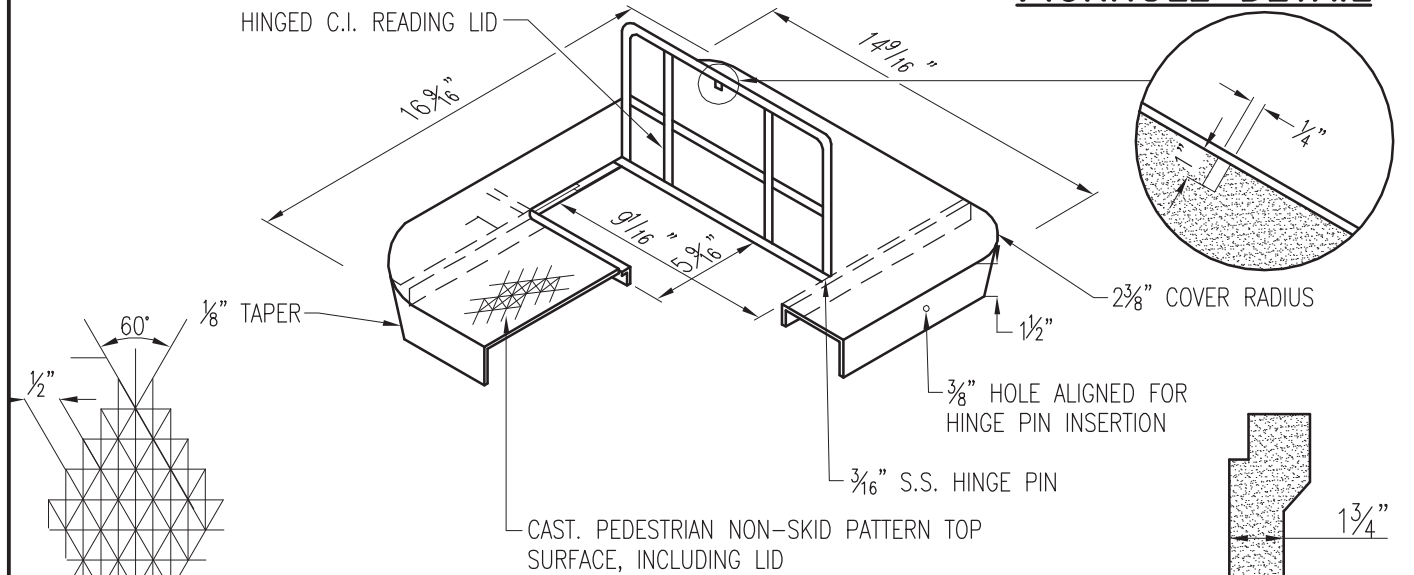
CONCRETE BODY

NOTES:

- SOME DIMENSIONS MAY VARY WITH DEPARTMENT APPROVAL.
LID W.T.= MAX. 53 LBS., MIN. 42 LBS.
- METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.

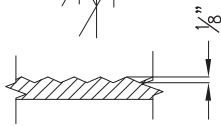
1" SERVICE CONNECTION	WS 4.11	
TYPICAL SERVICE PLAN	WS 4.10	
ITEM	CROSS REF.	SPEC. REF.

PICKHOLE DETAIL

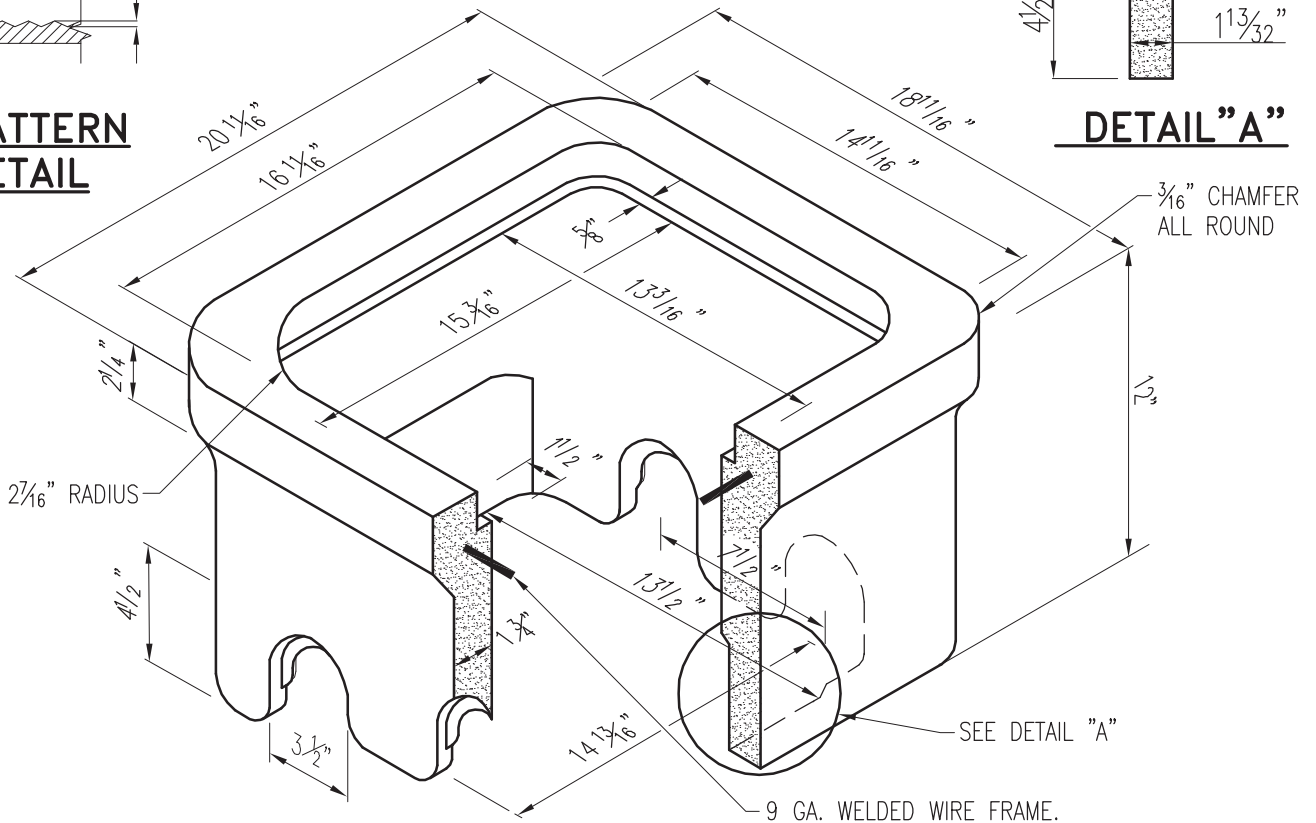


C.I. COVER WITH HINGED LID

PATTERN DETAIL



DETAIL "A"



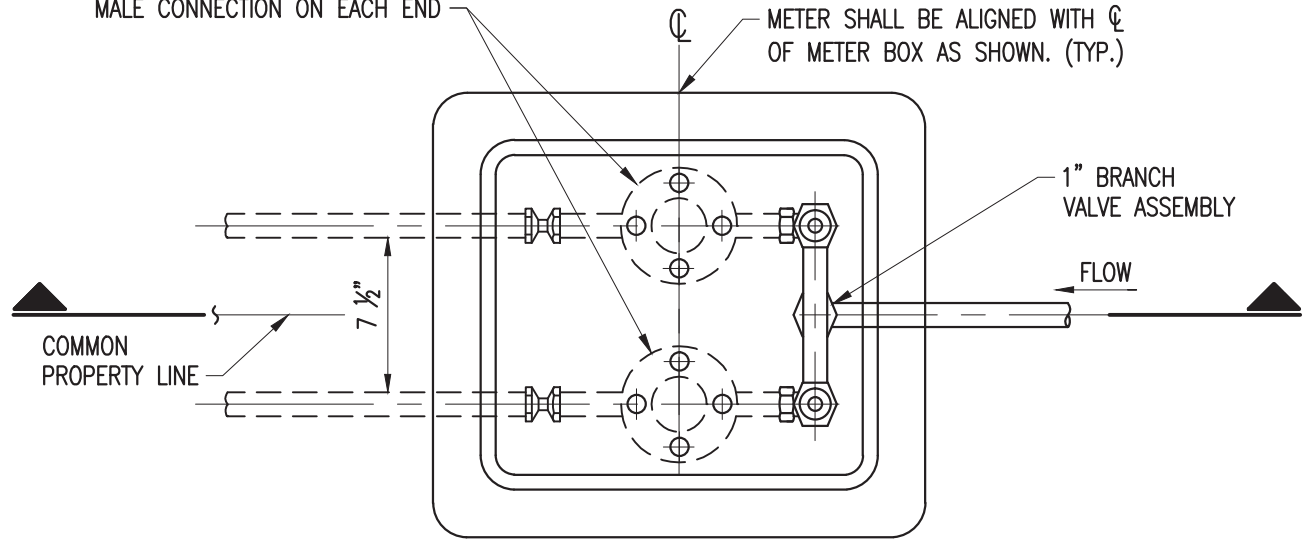
CONCRETE BODY

NOTE:

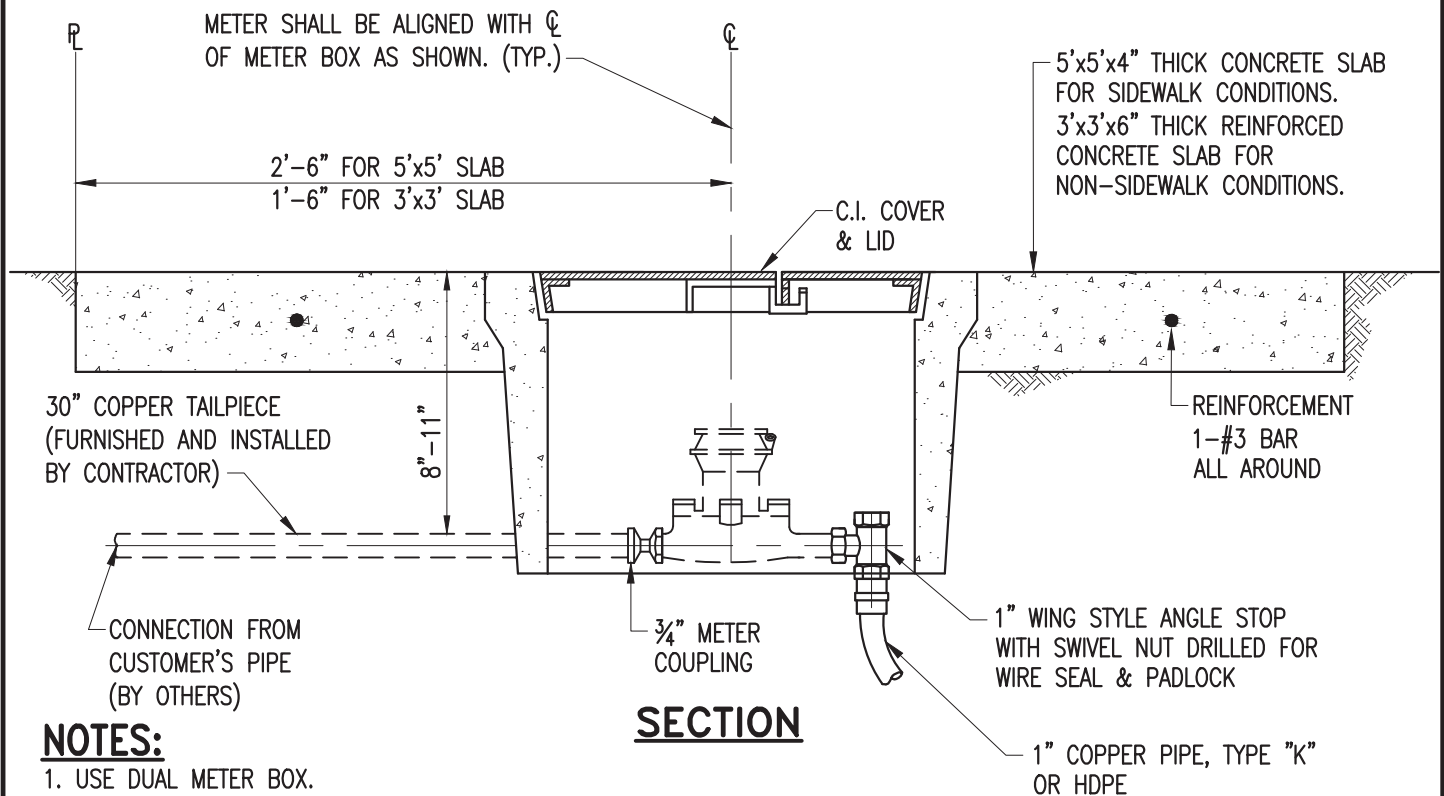
1. SOME DIMENSIONS MAY VARY WITH DEPARTMENT APPROVAL.
LID W.T.= MAX. 33 LBS., MIN. 26 LBS.
2. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.

ITEM	CROSS REF.	SPEC. REF.

(2) $\frac{5}{8}$ " x $\frac{3}{4}$ " WATER METERS (BY DEPARTMENT) WITH $\frac{3}{4}$ " A.S.T. MALE CONNECTION ON EACH END



PLAN

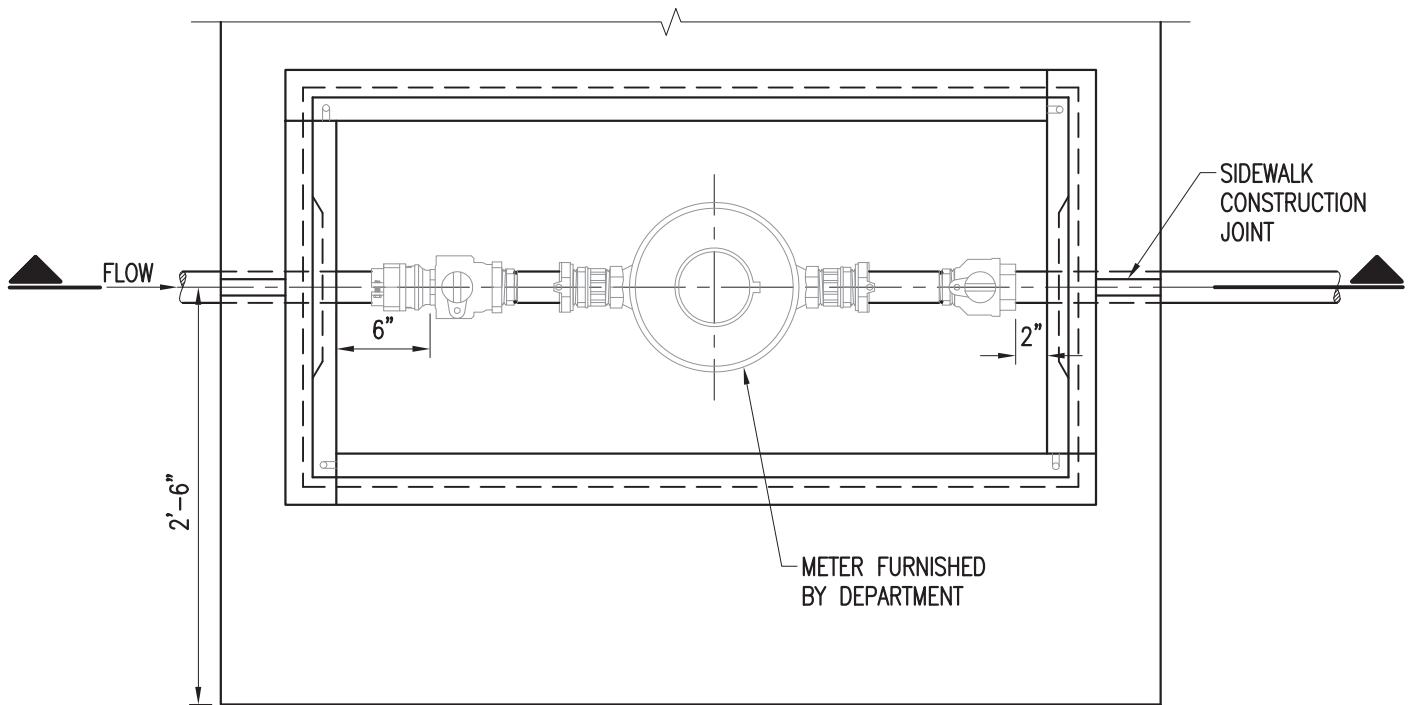


SECTION

NOTES:

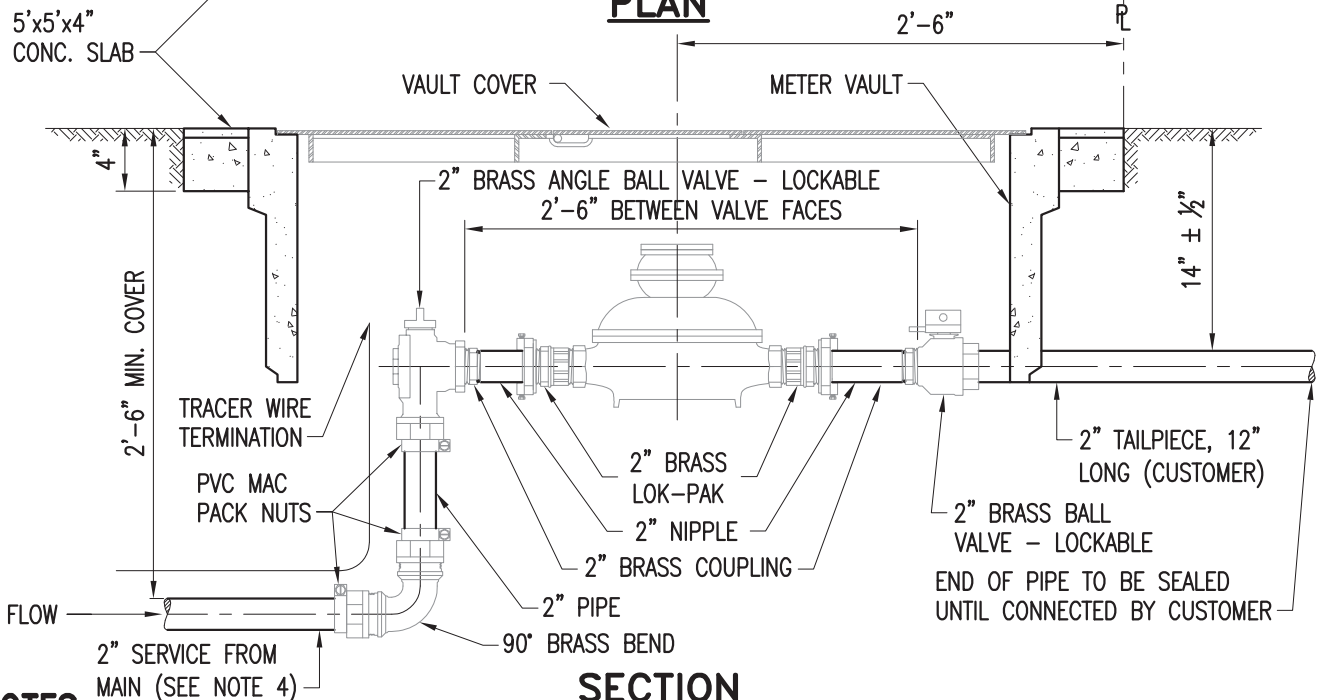
1. USE DUAL METER BOX.
2. CONCRETE SLAB REINFORCEMENT SHALL BE ONE No. 3 BAR ALL ROUND.
3. FOR SIDEWALK CONDITIONS, METER BOX SHALL BE INSTALLED IN A SINGLE CONCRETE SIDEWALK FLAG.
4. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.
5. REPAIRS TO CONCRETE SLAB AND METER BOX ARE PROHIBITED.
6. ALL SPACER TUBES AND TAILPIECES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.

1" SERVICE CONNECTION	WS 4.11	
TYPICAL SERVICE PLAN	WS 4.10	
ITEM	CROSS REF.	SPEC. REF.



PLAN

5'x5'x4"
CONC. SLAB

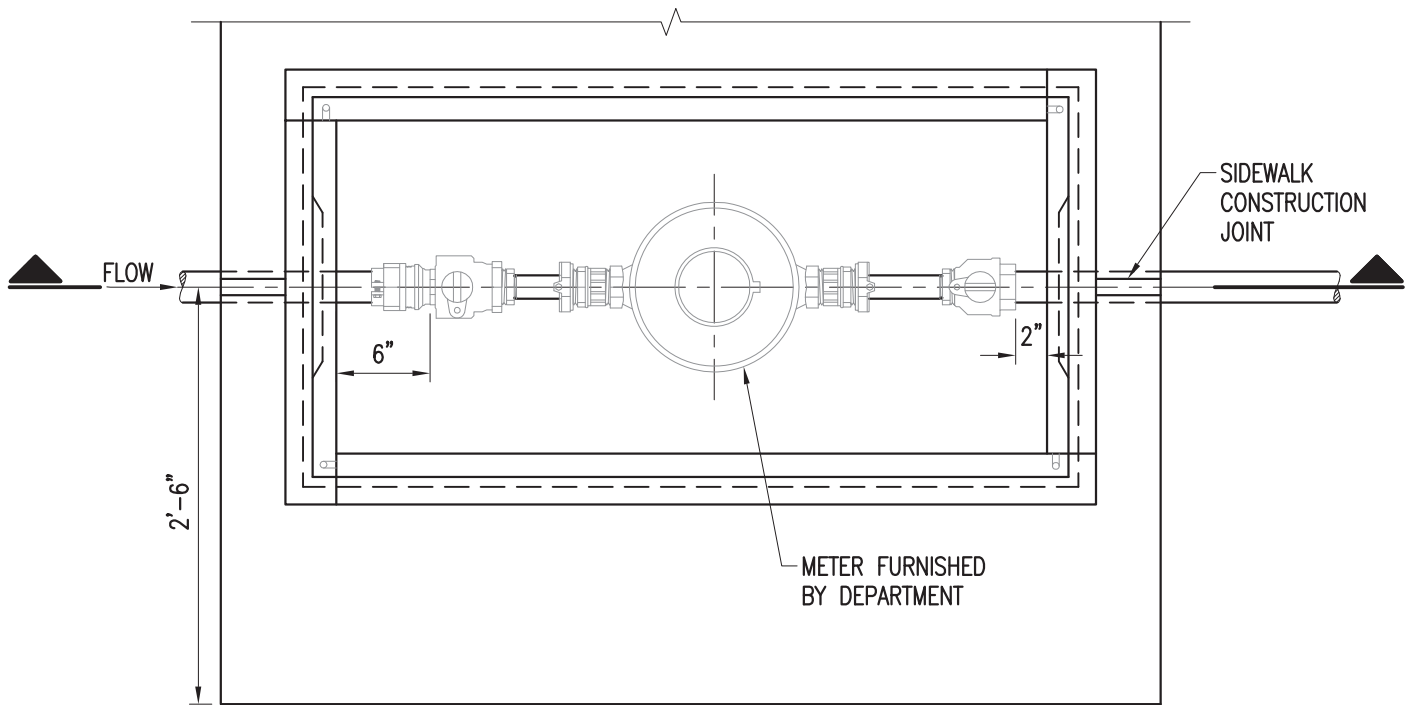


SECTION

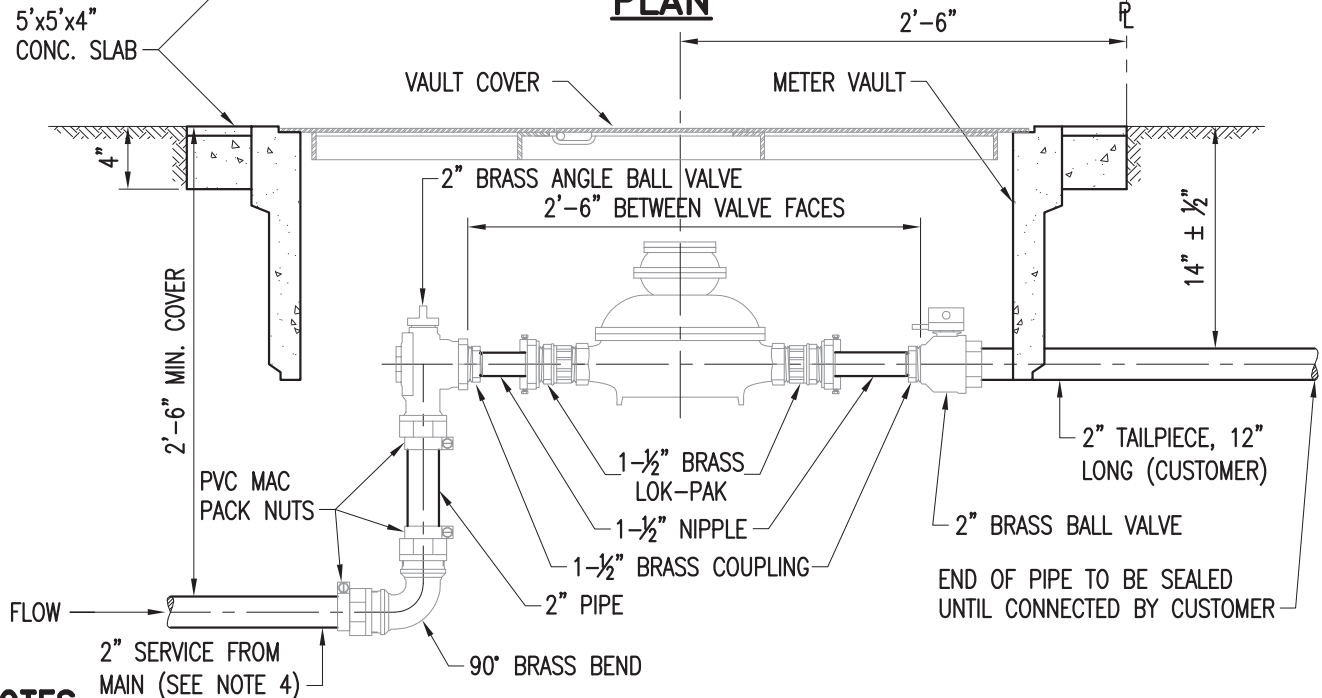
NOTES:

1. USE 2'x4' METER VAULT.
2. METER BOX TO BE IN 5'x5'x4" THICK CONCRETE SLAB WITH 6x6-W1.4xW1.4 W.W.M.
3. A TEN GAUGE BLUE (PURPLE FOR RECLAIMED WATER) DIRECT BURY STRANDED COPPER TRACER WIRE TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE MUST BE ATTACHED TO WATER MAIN AND EXTEND INTO THE WATER METER BOX.
4. USE 2" BLUE COLOR HDPE FOR POTABLE WATER SERVICE. USE 2" PURPLE COLOR HDPE FOR RECLAIMED WATER SERVICE.
5. METERS WILL NOT BE INSTALLED IF THE METER BOX IS LOCATED ON A DRIVING SURFACE.
6. METER BOX SHALL BE INSTALLED BETWEEN TWO SEPARATE FLAGS OF CONCRETE.
7. ALL BRASS COMPONENTS SHALL BE MARKED "NL" MEETING THE S3874 AMENDMENT TO THE SAFE DRINKING WATER ACT.

TYPICAL SERVICE PLAN	WS 4.10	
2'x4' METER VAULT	WS 2.17	
ITEM	CROSS REF.	SPEC. REF.



PLAN

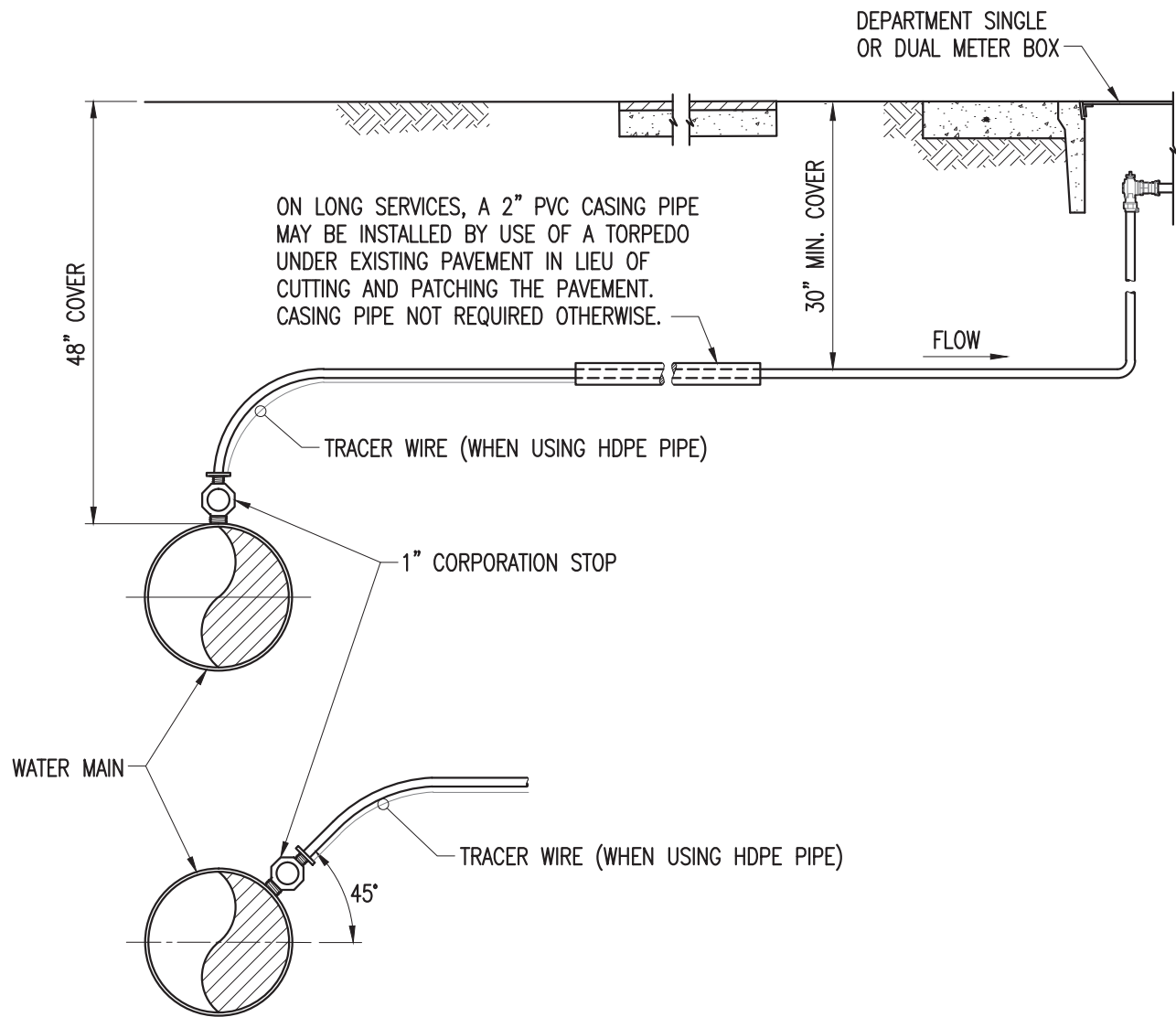


NOTES:

1. USE 2'x4' METER VAULT.
2. METER BOX TO BE IN 5'x5'x4" THICK CONCRETE SLAB WITH 6x6-W1.4xW1.4 W.W.M.
3. A TEN GAUGE DIRECT BURY STRANDED COPPER TRACER WIRE TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE MUST BE ATTACHED TO RECLAIMED WATER MAIN AND EXTEND INTO THE METER BOX.
4. USE 2" BLUE COLOR HDPE FOR POTABLE WATER SERVICE. USE 2" PURPLE COLOR HDPE FOR RECLAIMED WATER SERVICE.
5. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.
6. FOR SIDEWALK CONDITIONS, METER BOX SHALL BE INSTALLED IN A SINGLE CONCRETE SIDEWALK FLAG.
7. ALL BRASS COMPONENTS SHALL BE MARKED "NL" MEETING THE S3874 AMENDMENT TO THE SAFE DRINKING WATER ACT.

SECTION

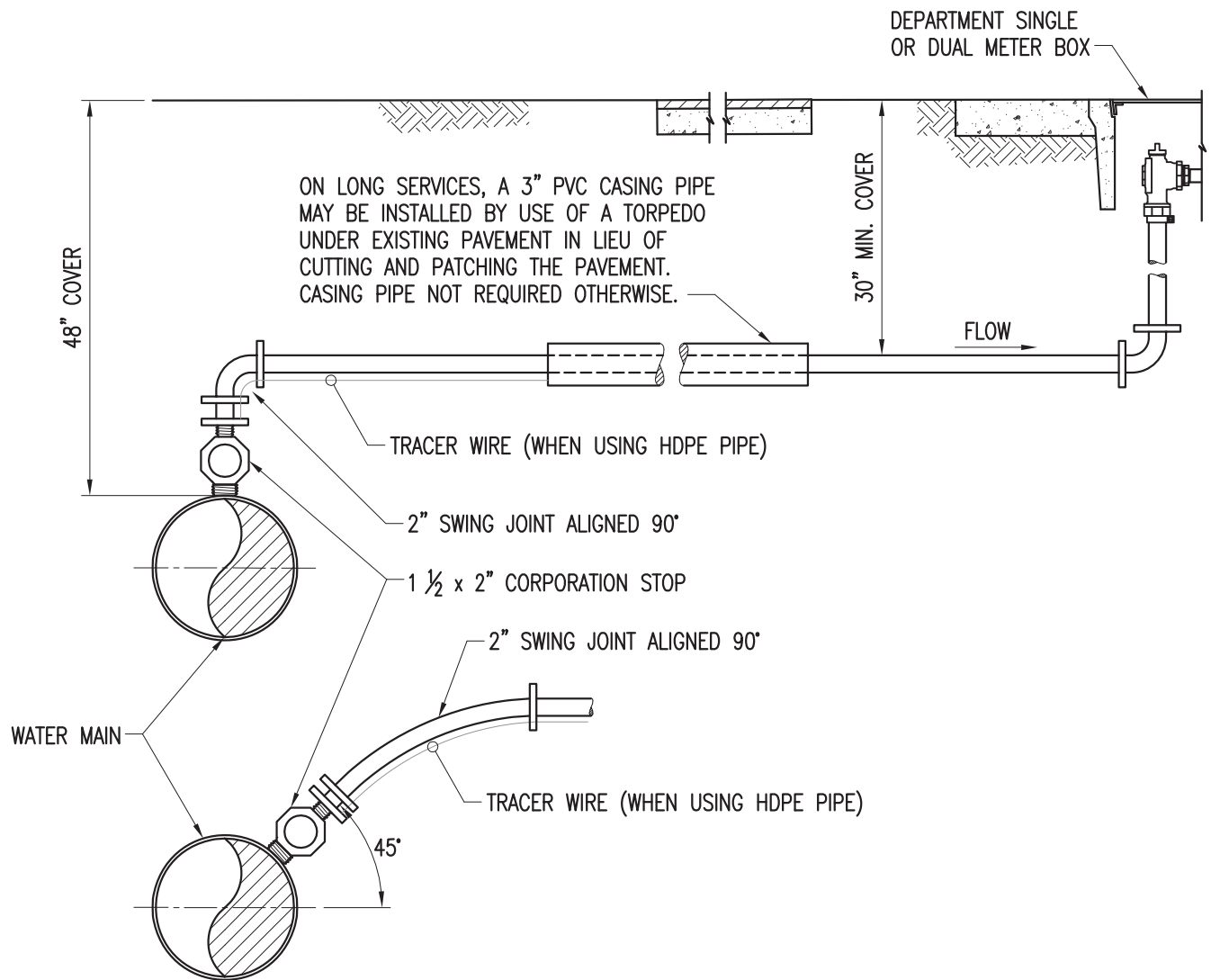
TYPICAL SERVICE PLAN	WS4.10	
2'x4' METER VAULT	WS2.17	
ITEM	CROSS REF.	SPEC. REF.



NOTES:

1. CONTRACTOR HAS THE OPTION OF TAPPING AT 45°.
2. METERS WILL NOT BE INSTALLED IF THE METER BOX IS LOCATED ON A DRIVING SURFACE.
3. PROVIDE 36" MIN. COVER FOR SERVICES INSTALLED WITHIN ARTERIAL ROADS (INCLUDING ALL SECTION LINE AND HALF-SECTION LINE ROADS).
4. INSTALL TAPPING SADDLE FOR: THICKNESS CLASS D.I. MAINS 4" & SMALLER, PRESSURE CLASS D.I. WATER MAINS 6" & SMALLER, OR WHEN MAIN IS PVC, HDPE OR AC PIPE.
5. WHEN MAIN IS SHALLOWER THAN 48", A $\frac{1}{8}$ " OR $\frac{1}{4}$ " BEND MUST BE USED.
6. WHEN USING HDPE SERVICE PIPE, A TEN GAUGE BLUE TRACER WIRE TO BE TAPED TO THE PIPE EVERY 2 FT. WITH POLY OR DUCT TAPE. TRACER WIRE TO BE MECHANICALLY FASTENED TO THE MAIN WHEN A METAL WATER MAIN IS USED.
7. USE SERVICE SADDLE AND TAPPING SLEEVE FOR PVC RECLAIMED WATER MAIN.

TYPICAL SERVICE PLAN	WS. 4.10	
ITEM	CROSS REF.	SPEC. REF.



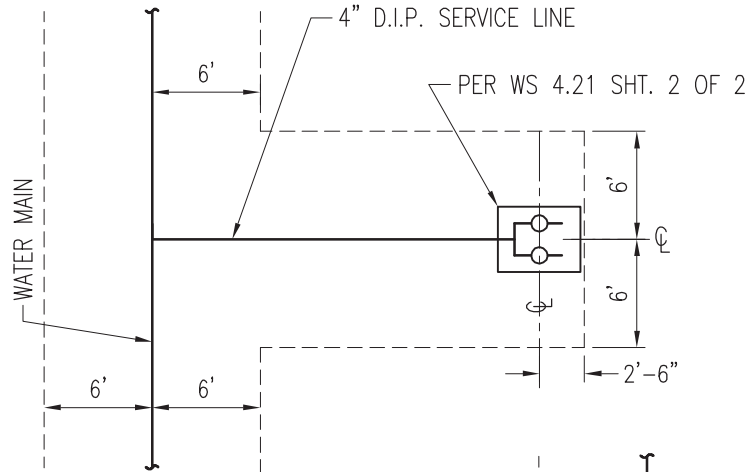
NOTES:

1. CONTRACTOR HAS THE OPTION OF TAPPING AT 45°.
2. METERS WILL NOT BE INSTALLED IF THE METER BOX IS LOCATED ON A DRIVING SURFACE.
3. PROVIDE 36" MIN. COVER FOR SERVICES INSTALLED WITHIN ARTERIAL ROADS (INCLUDING ALL SECTION LINE AND HALF-SECTION LINE ROADS).
4. INSTALL TAPPING SADDLE FOR: THICKNESS CLASS D.I. MAINS 4" & SMALLER, PRESSURE CLASS D.I. WATER MAINS 8" & SMALLER, OR WHEN MAIN IS PVC, HDPE OR AC PIPE.
5. WHEN MAIN IS SHALLOWER THAN 48", A 1/8 OR 1/4 BEND MUST BE USED.
6. WHEN USING HDPE SERVICE PIPE, A TEN GAUGE BLUE TRACER WIRE TO BE TAPED TO THE PIPE EVERY 2 FT. WITH POLY OR DUCT TAPE. TRACER WIRE TO BE MECHANICALLY FASTENED TO THE MAIN WHEN A METAL WATER MAIN IS USED.
7. USE SERVICE SADDLE AND TAPPING SLEEVE FOR PVC RECLAIMED WATER MAIN.

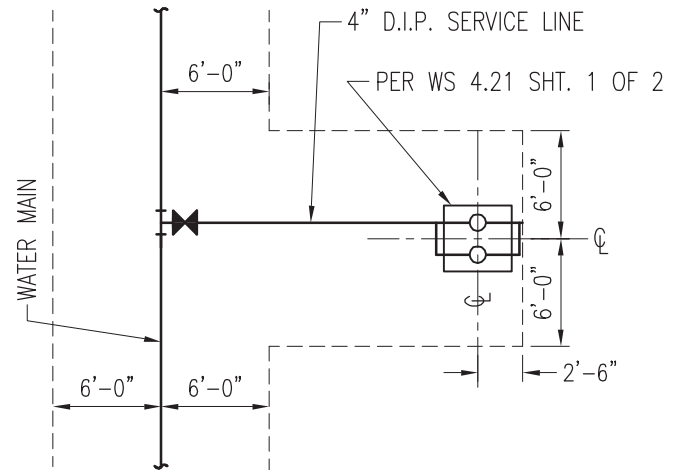
DUAL METER BOX	WS 2.12	
SINGLE METER BOX	WS 2.10	3.02
ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
12/16/2009	V.F.C.

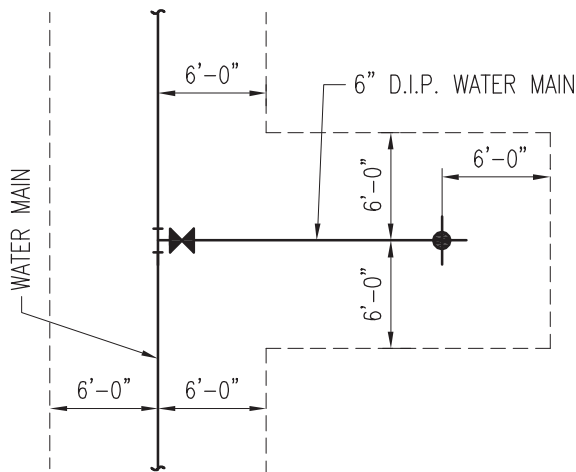
1"-2" & 4"
WATER SERVICE



4" WATER SERVICE



FIRE HYDRANT
F.H. PER WS 4.5



LEGEND:

----- LIMITS OF WASD EASEMENT

ITEM	CROSS REF.	SPEC. REF.



WATER & SEWER DEPARTMENT

ISSUE DATE

10/05/2009

APPROVED BY

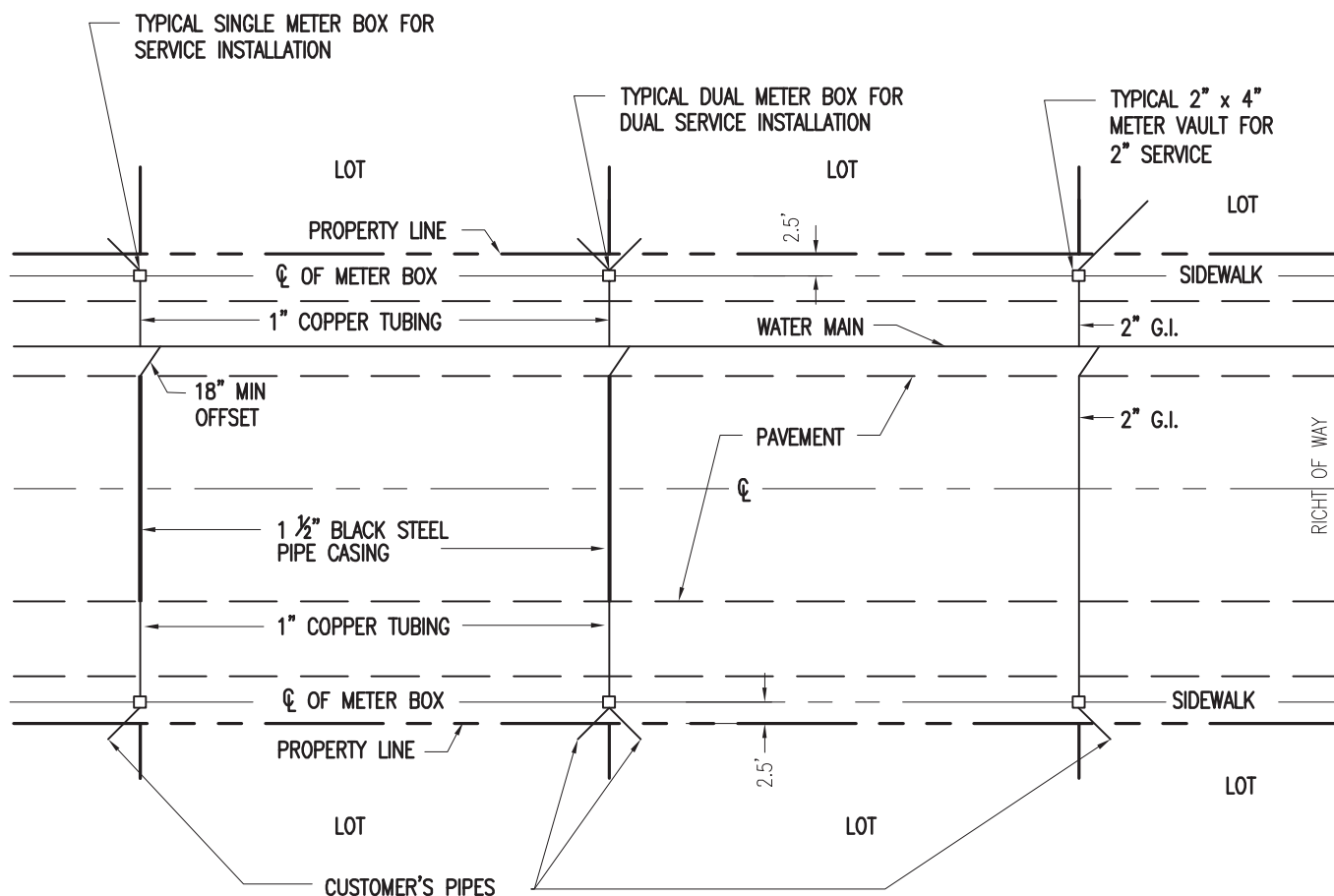
V.F.C.

STANDARD DETAIL
EASEMENT REQUIREMENTS
FOR SERVICE & FIRE HYDRANT

WS

2.21

SHEET 1 OF 3



PLAN

NOTE: METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.

ITEM	CROSS REF.	SPEC. REF.

STANDARD DETAIL

TYPICAL SERVICE PLAN

WS
4.10
SHEET 1 OF 1

ISSUE DATE

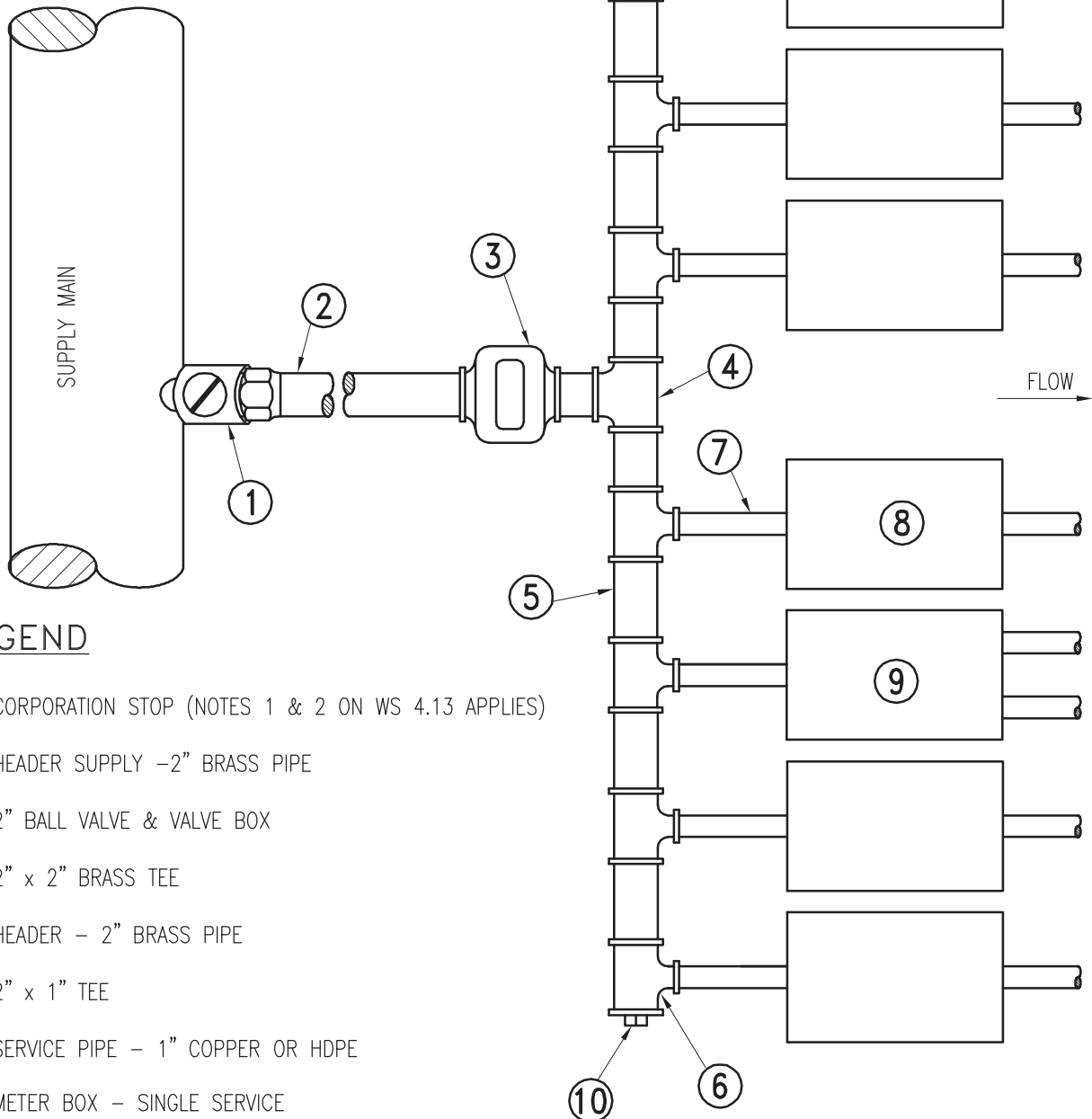
11/01/2006

APPROVED BY

V.E.F.

NOTES:

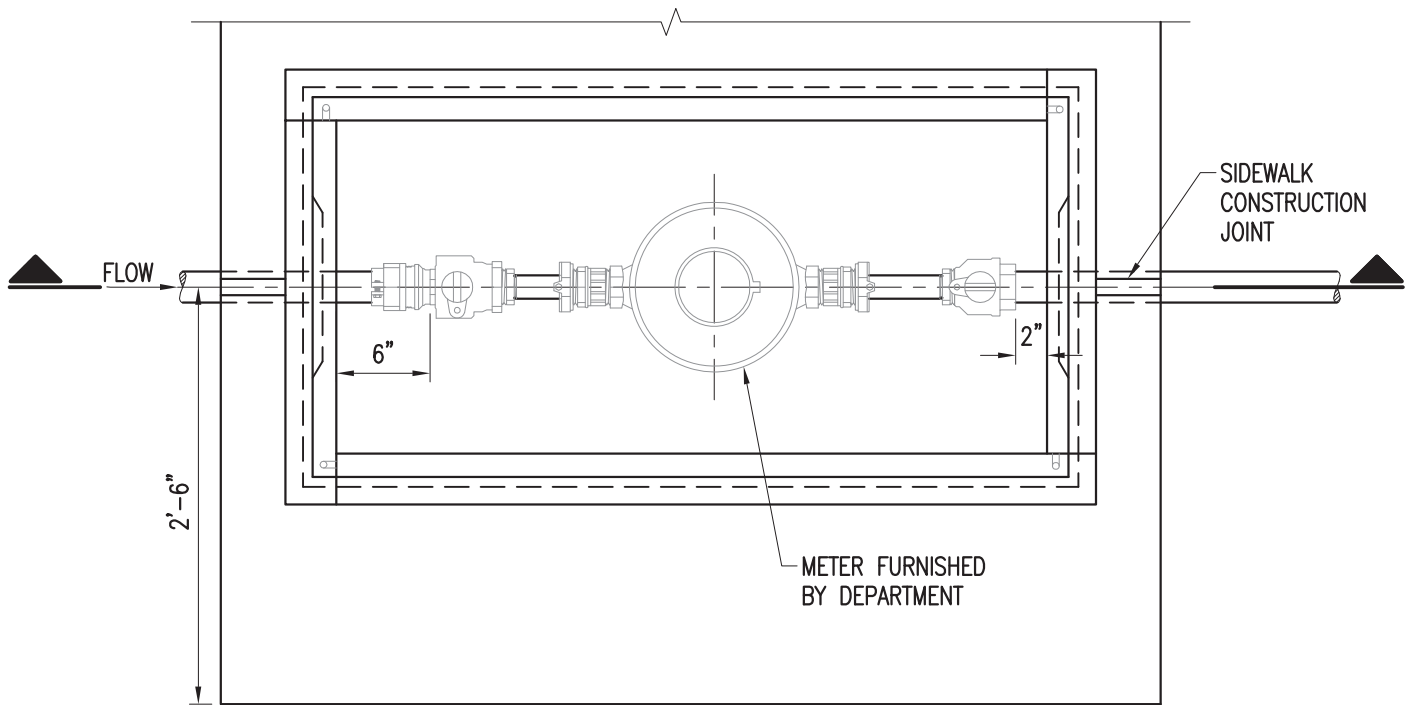
1. MAXIMUM OF 10- $\frac{5}{8}$ " METERS OR 5-1" METERS.
2. FOR LARGER DEMAND SEE WS 4.16 SHEET 2 OF 2.
3. METERS WILL NOT BE INSTALLED IF THE METER BOXES ARE IN A DRIVING SURFACE.



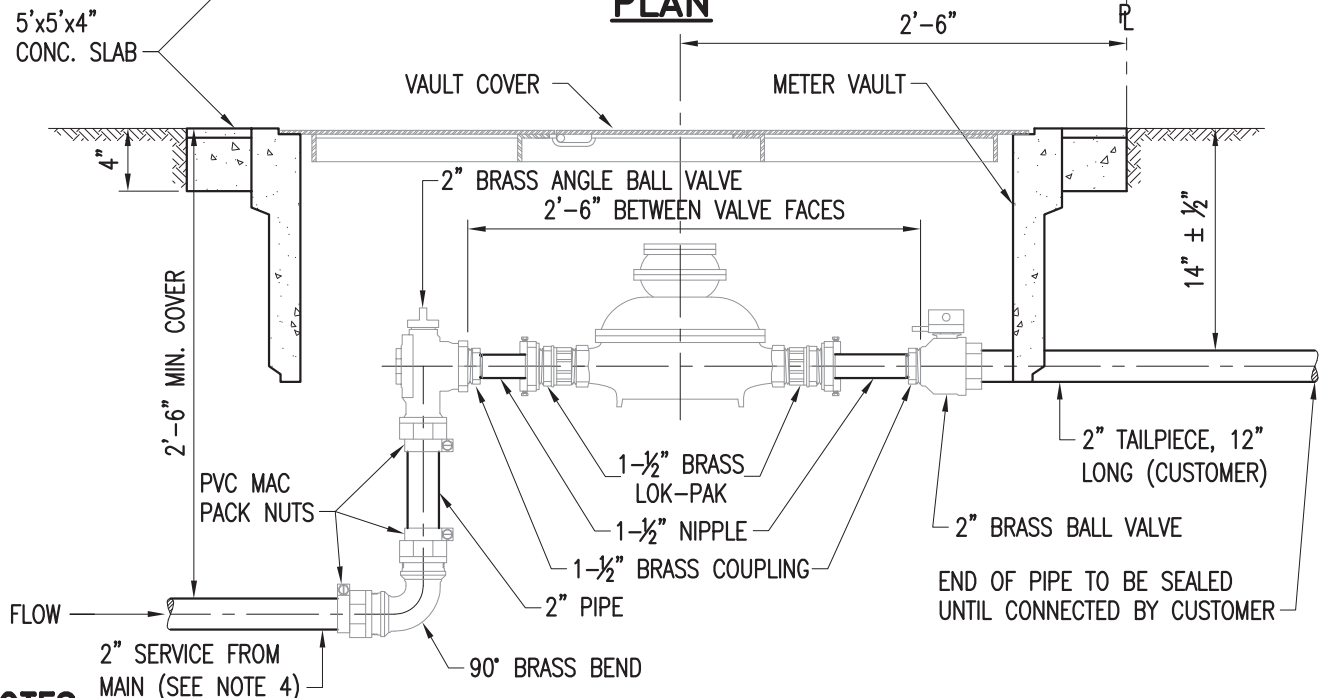
LEGEND

- ① CORPORATION STOP (NOTES 1 & 2 ON WS 4.13 APPLIES)
- ② HEADER SUPPLY - 2" BRASS PIPE
- ③ 2" BALL VALVE & VALVE BOX
- ④ 2" x 2" BRASS TEE
- ⑤ HEADER - 2" BRASS PIPE
- ⑥ 2" x 1" TEE
- ⑦ SERVICE PIPE - 1" COPPER OR HDPE
- ⑧ METER BOX - SINGLE SERVICE
- ⑨ METER BOX - DUAL SERVICE
- ⑩ 2" BRASS PLUG

DUAL METER BOX	WS 2.12	
SINGLE METER BOX	WS 2.10	
TYP. GATE VALVE	WS 1.0	
ITEM	CROSS REF.	SPEC. REF.



PLAN



SECTION

NOTES:

1. USE 2'x4' METER VAULT.
2. METER BOX TO BE IN 5'x5'x4" THICK CONCRETE SLAB WITH 6x6-W1.4xW1.4 W.W.M.
3. A TEN GAUGE DIRECT BURY STRANDED COPPER TRACER WIRE TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE MUST BE ATTACHED TO RECLAIMED WATER MAIN AND EXTEND INTO THE METER BOX.
4. USE 2" BLUE COLOR HDPE FOR POTABLE WATER SERVICE. USE 2" PURPLE COLOR HDPE FOR RECLAIMED WATER SERVICE.
5. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.
6. FOR SIDEWALK CONDITIONS, METER BOX SHALL BE INSTALLED IN A SINGLE CONCRETE SIDEWALK FLAG.
7. ALL BRASS COMPONENTS SHALL BE MARKED "NL" MEETING THE S3874 AMENDMENT TO THE SAFE DRINKING WATER ACT.

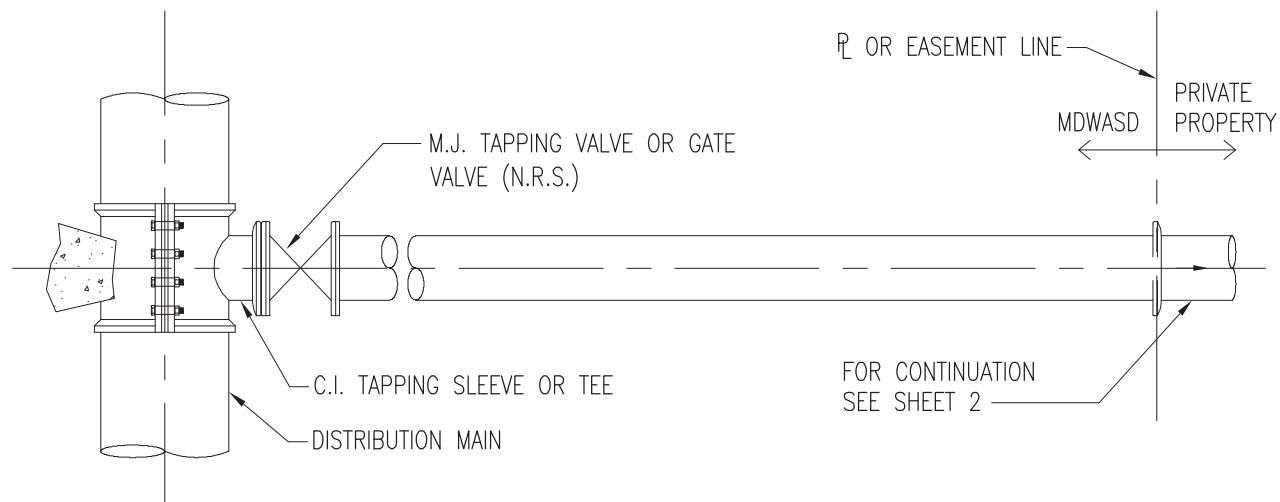
TYPICAL SERVICE PLAN	WS4.10	
2'x4' METER VAULT	WS2.17	
ITEM	CROSS REF.	SPEC. REF.



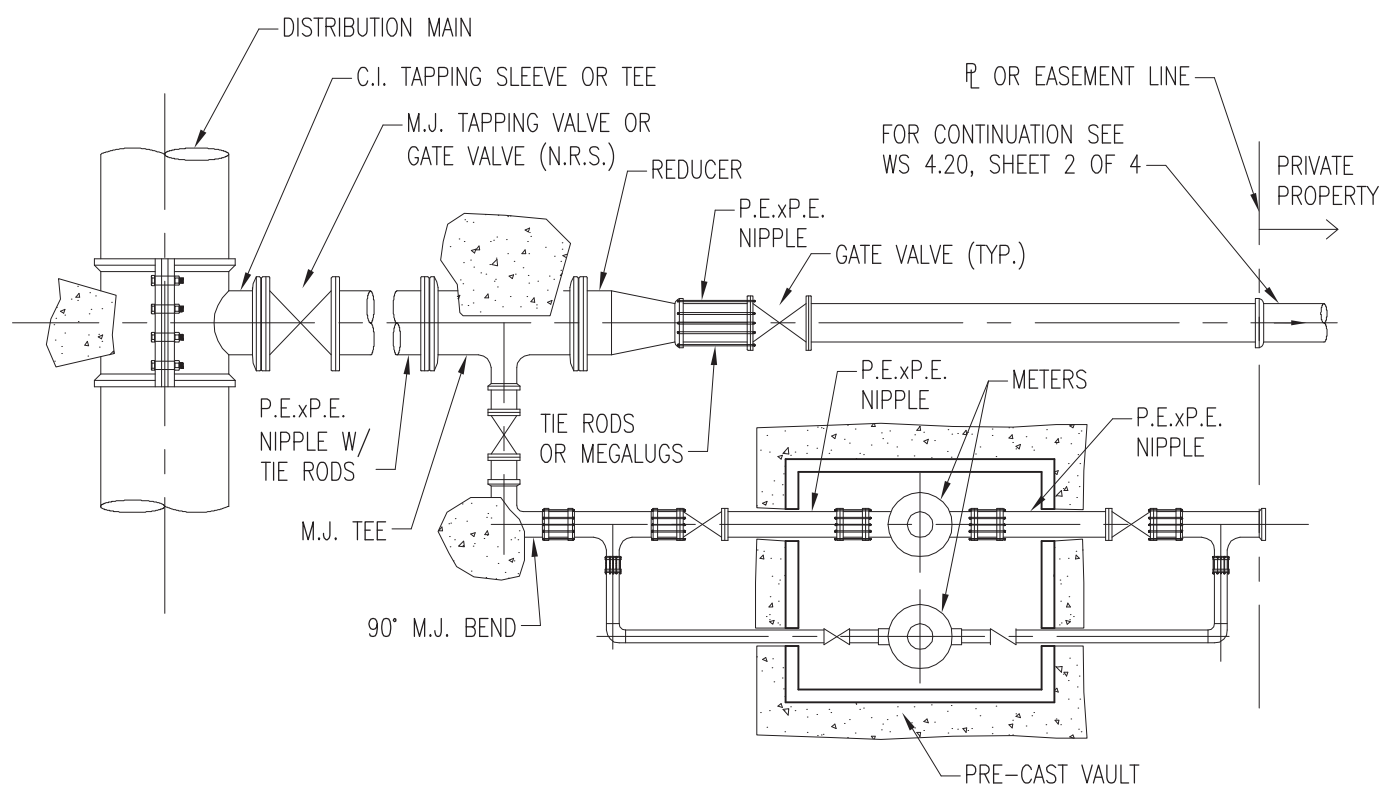
ISSUE DATE	APPROVED BY
5/31/2013	E.A.V.

STANDARD DETAIL
TYPICAL 2" SERVICE
INSTALLATION WITH A 1-1/2" METER

WS
2.16
SHEET 2 OF 4



TYPICAL FIRE SERVICE CONNECTION TO MAIN



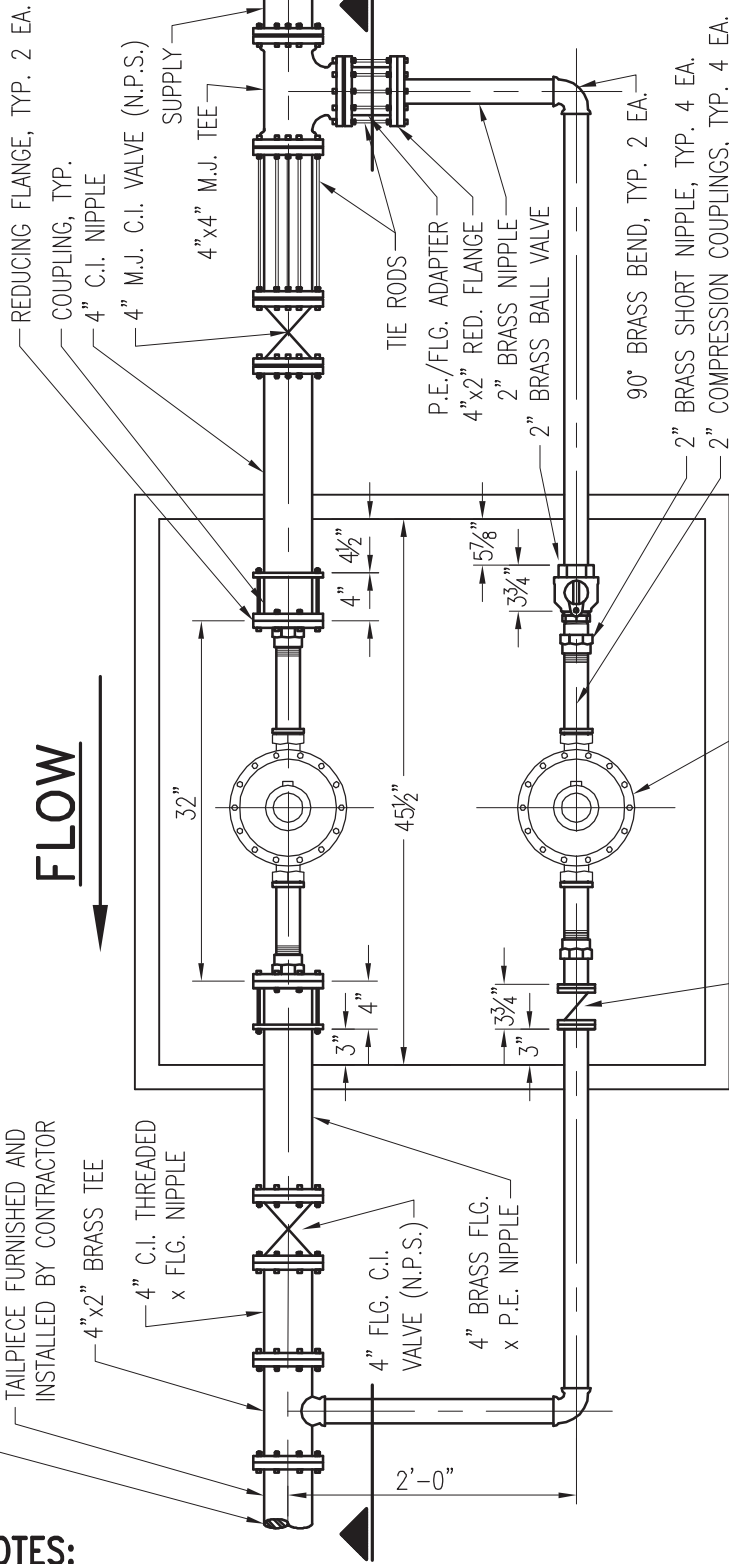
TYPICAL FIRE & DOMESTIC WATER CONNECTION TO MAIN

NOTES:

1. ALL EXPOSED METALLIC THREADS ARE TO BE COATED WITH BITUMASTIC PAINT AFTER INSTALLATION.
2. CONCRETE SLAB REQUIRED FOR SECTIONAL VAULTS ONLY.
3. FOR DETAILS OF TIE RODS, SEE DETAIL WS 1.10.
4. DOMESTIC SERVICES 1", 2" & 4" (PER WS 4.21).

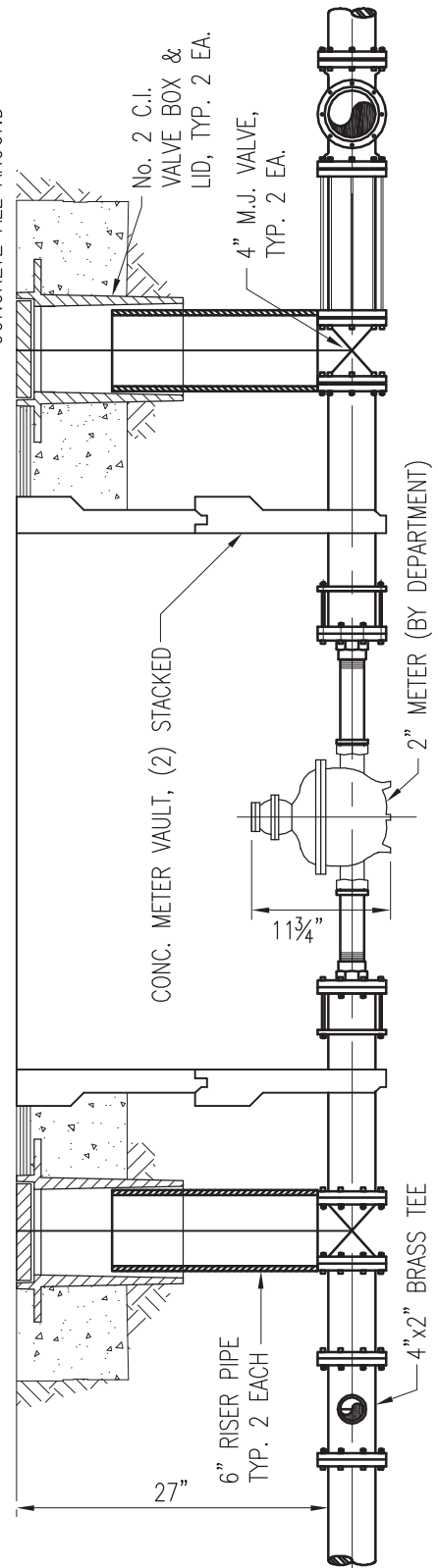
4" x 4" VAULT	WS 2.20	
No. 2 & No. 3 VALVE BOX	WS 3.11	
CONC. ANCHORS	GS 1.1	
ITEM	CROSS REF.	SPEC. REF.

FLOW



PLAN

CONCRETE ALL AROUND

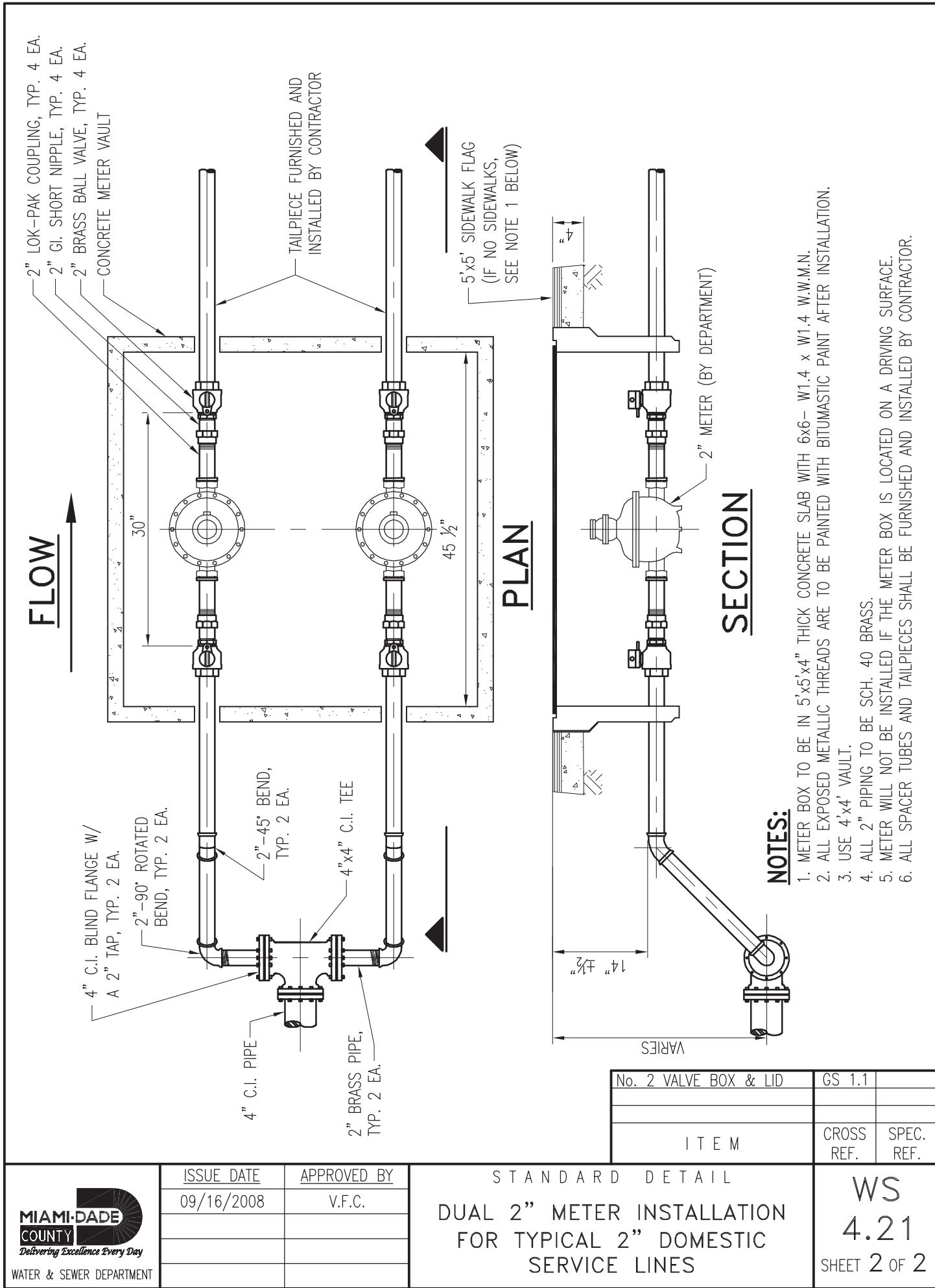


SECTION

NOTES:

1. ALL EXPOSED METALLIC THREADS ARE TO BE COATED WITH BITUMASTIC PAINT AFTER INSTALLATION.
2. USE 4' x 4' VAULT.
3. METERS WILL NOT BE INSTALLED IF THE METER BOX IS LOCATED ON A DRIVING SURFACE.
4. ALL SPACER TUBES AND TAILPIECES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.

No. 2 VALVE BOX & LID	WS 3.10	
TIE RODS	GS 1.0	
CONC. ANCHORS	GS 1.1	
ITEM	CROSS REF.	SPEC. REF.



ISSUE DATE	APPROVED BY
09/16/2008	V.F.C.

STANDARD DETAIL
 DUAL 2" METER INSTALLATION
 FOR TYPICAL 2" DOMESTIC
 SERVICE LINES

**WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE**

BID NO. NBV 2017-001

Appendix C

1. Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions. The Contactor is required to comply with these Supplementary Conditions and include all costs associated with complying with these Supplemental Conditions in the overall cost of the Total Bid Amount.
2. Wage Rates, FL168 – Heavy Construction Projects
3. American Iron and Steel Guidance for State Revolving Fund Projects

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection
State Revolving Fund Program
Supplementary Conditions
for

Formally Advertised
Construction Procurement

Revised July 2015

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ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

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3	PROCUREMENT REQUIREMENTS	FDEP-2
4	RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES	FDEP-2
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Appendix	Title	Page
A	CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS	FDEP-13
B	GOALS AND TIMETABLES FOR MINORITIES AND FEMALES	FDEP-14
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D	AMERICAN IRON AND STEEL PROVISION	FDEP-23

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

11.1. The bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.3. The bidder also certifies that it and its principals:

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

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

12.2. Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding \$10,000)

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

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

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

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

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

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

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

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

12.3.1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

- 12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;
- 12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;
- 12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and
- 12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

- 12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;
- 12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;
- 12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;
- 12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;
- 12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and
- 12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term “segregated facilities” means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eeo1/eeo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
 2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
 3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at

<http://www.dol.gov/ofccp/TAguides/consttag.pdf>. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

APPENDIX C
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, “Consolidated Appropriations Act, 2014,” (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, “Use of American Iron and Steel,”:

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that--

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.

General Decision Number: FL170168 01/06/2017 FL168

Superseded General Decision Number: FL20160168

State: Florida

Construction Type: Heavy

County: Miami-Dade County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* ELEC0349-007 09/05/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 31.61	11.58

ENGI0487-017 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe (Except Loader Combo).....	\$ 28.32	8.80
OPERATOR: Crane		

All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without

Oiler/Apprentice);
 Hydro/Friction Cranes
 without Oiler/Apprentices
 when Approved by Union; &
 All Type of Flying Cranes;
 Boom Truck.....\$ 29.05 8.80
 Cranes with Boom Length
 Less than 150 Feet (With
 or without jib); Hydro
 Cranes 25 Tons & Under, &
 Over 50 Tons (With
 Oiler/Apprentice); Boom
 Truck.....\$ 28.32 8.80
 OPERATOR: Drill.....\$ 25.80 8.80
 OPERATOR: Loader.....\$ 25.64 8.80
 OPERATOR: Oiler.....\$ 22.99 8.80

IRON0272-005 10/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.21	8.28

LABO1652-004 06/01/2013

	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.92

PAIN0365-007 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.50	8.83

SUFL2009-164 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.61	5.52
LABORER: Common or General.....	\$ 13.09	1.26
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Bulldozer.....	\$ 14.95	0.81

OPERATOR: Excavator.....	\$ 21.16	1.67
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

~



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

AMERICAN IRON AND STEEL GUIDANCE FOR STATE REVOLVING FUND PROJECTS

Florida State Revolving Fund Programs

November 2016

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which the Environmental Protection Agency (EPA) may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the requirement. The guidance will be in the form questions and answers that address AIS, the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance.

Implementation

1) What is American Iron and Steel?

The "American Iron and Steel (AIS)" provision requires State Revolving Fund (SRF) projects to use iron and steel products that are produced in the United States. AIS *IS NOT* "Buy American" from the Stimulus of 2009 or "Buy American" that is used by agencies such as the Florida Department of Transportation.

2) What projects need to comply with AIS?

All projects funded with a SRF agreement need to comply with AIS. AIS compliance applies to the entirety of the project, regardless when the construction begins or ends. One dollar in SRF funds requires AIS compliance on the entire project. AIS compliance applies to all parts of the project, regardless of the source of funding.

3) What is an iron or steel product?

The term "iron or steel products" means the following products made primarily of iron or steel:

- Lined or unlined pipes or fittings
- Manhole Covers
- Municipal Castings
- Hydrants
- Tanks
- Flanges
- Pipe clamps and restraints
- Valves
- Structural steel
- Reinforced precast concrete
- Construction materials

4) What is the definition of "primarily iron or steel"?

A product that is primarily iron or steel is a product that is made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs. If a product is not listed in the AIS provision but is composed of more than 50% iron or steel, it does not have to be produced in the United States.

5) What is an iron or steel product?

An iron or steel product is one that is primarily made of iron or steel that is permanently incorporated. Equipment which are eventually removed from the project upon completion are not required to comply with AIS.

6) What does "produced in the United States" mean?

Produced in the United States means that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and

coating. Raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement. Non-iron or steel components of an iron and steel product may come from non-US sources.

7) What components are not covered by AIS?

Mechanical and electrical components, equipment and systems do not have to comply with AIS. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

8) What are some examples of components not covered by AIS?

Examples of components that do not need to comply with AIS include: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

9) What are the steps to document AIS compliance?

- Contract language - the specific contract language given in the FDEP Supplementary Conditions, Appendix D, must be included in each contract, including purchase agreements.
- Step Certification Process – each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was performed domestically.
- Paper Trail – including the originating purchase order, the delivery of service via a bill of lading, and invoice from the manufacturer.

10) What does the certification letter need to contain?

The certification letter should identify:

- What the product is - The letter should list the specific product(s) delivered to the project site.
- Where it was made - The letter should include the manufacturing location of the product(s).
- To whom it was delivered - The letter should include the name of the project and jurisdiction where the project was delivered.

- Signature of a representative who has the authority to speak on behalf of the company.

11) What is the waiver process?

The EPA has the ability to issue waivers when the following can be documented:

- That applying the AIS requirements would be inconsistent with the public interest;
- OR
- Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- OR
- Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25%.

12) What are the steps to request a waiver?

- The waiver request is emailed to the SRF program.
- After review, the SRF program will forward the application to the EPA Headquarters.
- After evaluation and review of public comments, EPA Headquarters will either approve or disapprove the waiver request.
- EPA Headquarters will send notification to the SRF program and the decision will be posted online.

13) What are national waivers?

The EPA has the authority to issue national waivers. The national waivers that have been approved to date include:

- De minimis waiver – allows a small percentage of incidental products of unknown or non-domestic origin to be incorporated. Users of the de minimis waiver should maintain documentation of all the de minimis items in a project.
- Plans and Specifications Waiver – exempts projects with plans and specifications approved by a state agency prior to January 17, 2014 and between and including January 17 and April 15, 2014 (the date the waiver was signed).
- Product waiver for pig iron and direct reduced iron –permits the use of pig iron and direct reduced iron manufactured outside the US to be used in the manufacturing process for iron and steel products.
- Short-term waiver for stainless steel nuts and bolts used in pipe couplings, restraints, joints, flanges, and saddles.

14) What are the penalties for not complying with AIS?

Failure to comply with the AIS requirements may delay, limit, or prevent the disbursement of SRF funds. The SRF program will require corrective actions by the

Contractor as a result of violations of AIS compliance, including the replacement of the deficient products, compensation for costs, and other damages that may result. Violations may subject the Owners, the Contractors, and suppliers to enforcement actions from the EPA and other federal agencies.

15) Where can further information be obtained about AIS?

The EPA has a website to address questions and concerns about AIS and can be found at

http://water.epa.gov/grants_funding/aisrequirement.cfm

Appendix: Sample Certification

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx
3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative



NORTH BAY VILLAGE, FLORIDA



**INVITATION TO BID
FOR
WATER METER REPLACEMENT PROGRAM**

BID NO. NBV 2017-001



Primary Contractor:

Sanchez Arango Construction

Mobile AMI and Water Loss Management Sub-Contractor:

The Avanti Company/Itron, Inc.

Sanchez Arango

CONSTRUCTION

March 3, 2017

Yvonne C. Hamilton, CMC – Village Clerk
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Fl. 33141

Ref: NBV 2016-003 Water Meter Replacement Program Company Narrative and Project Description

Ms. Hamilton,

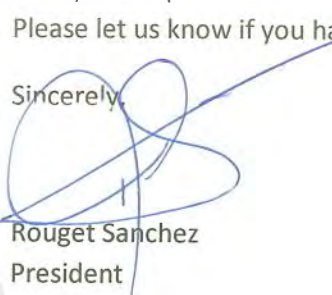
Sanchez Arango Inc. is proposing an Itron Mobile Advanced Metering Infrastructure, along with Itron's Water Loss Management System and Water Meter Replacement Program that fully meets or exceeds all requirements of the advertised request for proposal NBV 2016-003. We take no exceptions to this proposal. The technology specified on this project and offered by Sanchez Arango, future proofs the Villages control over migration and capability for today and tomorrow.

Sanchez Arango along with its team including The Avanti Company, Itron Inc. and Badger Meter proposes to provide the specified system which once installed, will provide new accurate water meters, read via drive-by reading equipment (upgradeable to fixed network) and provide data logged daily or hourly readings which will propagate the data to an advanced Analytics Software and Water Smart's award winning Customer Web Portal. In addition the system will provide leak sensors to be installed every other meter which will listen for leaks to allow for a program of proactive reduction of non-revenue water. Sanchez Arango will also be proposing a Water Loss Asset Management Solution that includes pinpoint leak detection equipment with GIS capabilities to track and manage the Utilities Water Loss.

Sanchez Arango Construction's management's 21 years of water meter installation experience, together with Badger Meter's 105 years, Itron's leading 40 years and local service provided by Avanti's 40 years of flow metering and metering systems support, offers an industry leading team that can assure the Village a successful project delivered on time.

We look forward to working with the Village and hope you will find our proposal fully compliant with your requirements and offered by a team of substantive and experienced professionals. Please let us know if you have any additional questions as we move forward.

Sincerely,


Rouget Sanchez
President



8651 NW 70th Street
Miami, FL 33166
Tel. (305) 592-9252
Fax. (305) 592-9204
www.sanchezarango.com
CGC-057471

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Sanchez Arango Construction Company (hereinafter called the Principal), and FCCL Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Florida with its principal offices in the City of Sarasota and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of Five Percent of Amount Bid Dollars (\$ *****5%*****), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
WATER METER REPLACEMENT PROGRAM
BID NO. NBV 2017-001**

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Sanchez Arango Construction Company, as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said FCCI Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, and attested by its See Power of Attorney Attached, under its corporate seal, this 10th day of March, A.D., 2017.

ATTEST:

Maggie Ena

Sanchez Arango Construction Company

BY: (Signature) (Title)
(Principal) PRESIDENT.

ATTEST:

See Power of Attorney Attached

FCCI Insurance Company

BY: Michael A. Bonet
(Surety) Attorney-in-Fact
Michael A. Bonet

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Roy V Fabry; Michael A Bonet

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company

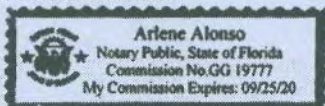


Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

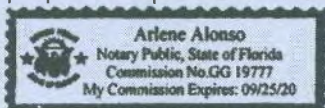


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this

10 day of March, 2011

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary



It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this contract based on the Total Bid Amount and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT

\$ 3,215,410.00

TOTAL BID AMOUNT (IN WORDS) THREE MILLION TWO HUNDRED

FIFTY-THREE THOUSAND FOUR HUNDRED TEN AND 00/100 DOLLARS

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, Bonds & Insurance	1	LS	<u>330,000</u>	<u>330,000</u>
2.	Maintenance of Traffic	1	LS	<u>45,000</u>	<u>45,000</u>
3.	Mobile Based AMI System Implementation and Support	1	LS	<u>182,000</u>	<u>182,000</u>
4.	Mobile AMI Analytics Software Implementation and Support	1	LS	<u>22,000</u>	<u>22,000</u>
5.	Water Loss Management System Implementation and Support	1	LS	<u>26,000</u>	<u>26,000</u>
6.	Customer Engagement Program Implementation and Support	1	LS	<u>5,400</u>	<u>5,400</u>
7.	Furnish and Install (F & I) 5/8" Solid State meters	265	EA	<u>379.00</u>	<u>100,435</u>

8.	F & I, 3/4" Solid State meters	65	EA	<u>436.00</u>	<u>28,340</u>
9.	F & I, 1" Solid State meters	200	EA	<u>472.00</u>	<u>94,400</u>
10.	F & I, 1 1/2" Solid State meters	75	EA	<u>1,025.00</u>	<u>76,875</u>
11.	F & I, 2" Solid State meters	70	EA	<u>1,331.00</u>	<u>93,170</u>
12.	F & I, 3" Solid State meters	30	EA	<u>3,845.00</u>	<u>115,350</u>
13.	F & I, 4" Solid State meters	15	EA	<u>4,338.00</u>	<u>65,070</u>
14.	F & I, 5/8" Standard meters	10	EA	<u>289.00</u>	<u>2,890</u>
15.	F & I, 3/4" Standard meters	10	EA	<u>366.00</u>	<u>3,660</u>
16.	F & I, 1" Standard meters	10	EA	<u>394.00</u>	<u>3,940</u>
17.	F & I, 1 1/2" Standard meters	10	EA	<u>864.00</u>	<u>8,640</u>
18.	F & I, 2" Standard meters	10	EA	<u>1,011.00</u>	<u>10,110</u>
19.	F & I, 3" Standard meters	10	EA	<u>3,825.00</u>	<u>38,250</u>
20.	F & I, 4" Standard meters	10	EA	<u>4,888.00</u>	<u>48,880</u>
21.	1" Service Connections, HDPE	320	EA	<u>2,800.00</u>	<u>896,000</u>
22.	2" Service Connections, HDPE	80	EA	<u>3,500.00</u>	<u>280,000</u>
23.	4" Service Connections	20	EA	<u>8,500.00</u>	<u>170,000</u>
24.	Meter Box and Lid Replacement	420	EA	<u>350.00</u>	<u>147,000</u>
25.	Site Restoration	1	LS	<u>82,000</u>	<u>82,000</u>
26.	Allowance	1	LS	<u>\$340,000.00</u>	<u>\$340,000.00</u>

TOTAL BID AMOUNT

\$ 3,215,410.00

TOTAL BID AMOUNT (IN WORDS) THREE MILLION TWO HUNDRED

FIFTY-ONE THOUSAND FOUR HUNDRED TEN AND 00/100 DOLLARS

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	<u>TRENCH FOS</u>	<u>LS</u>	<u>1</u>	<u>500.-</u>	<u>500.-</u>
B.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
C.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Failure to complete the above may result in the bid being declared non-responsive.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- 1) NAME OF PROJECT CITY OF HOMESTEAD
 YEAR OF PROJECT 2002 - PRESENT
 OWNER OF PROJECT DENNIS MAYTON - UTILITY DEE
 OWNER TELEPHONE NO. 305.345.2944
 LOCATION OF PROJECT HOMESTEAD, FL
 DESIGNING ENGINEER N/A
 ADDRESS 505 NW 19TH ST, HOMESTEAD
 SCOPE OF WORK 23,000 BADGER METER W. IRON SHE
 APPROXIMATE VALUE \$ 5,000,000.-

- 2) NAME OF PROJECT CITY OF WILTON MANORS
 YEAR OF PROJECT 2015
 OWNER OF PROJECT DAVID AREHKE - PWD
 OWNER TELEPHONE NO. 954.390.2190
 LOCATION OF PROJECT WILTON MANORS, FL
 DESIGNING ENGINEER N/A
 ADDRESS 524 NE 21ST ST WILTON MANORS
 SCOPE OF WORK MOBILE AMI INSTALLATION PROJECT
 APPROXIMATE VALUE \$ 750,000.-

- 3) NAME OF PROJECT CITY OF AVALON PARK
 YEAR OF PROJECT 2002 - PRESENT
 OWNER OF PROJECT JULIAN DE LEON - CITY MANAGER
 OWNER TELEPHONE NO. 863.443.4884

LOCATION OF PROJECT IVON PARK, FL
 DESIGNING ENGINEER NONE
 ADDRESS 2301 US27 SOUTH
 SCOPE OF WORK 6300 SERVICE AIR /MI MOBILE
 APPROXIMATE VALUE \$ 2,000,000.-

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- 1) NAME OF SUBCONTRACTOR THE AVANTE COMPANY
- 2) NAME OF SUBCONTRACTOR JTRON INC.
- 3) NAME OF SUBCONTRACTOR BODGER MEIER INC.

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 270 calendar days and all work within not more than 300 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.


The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED
FIRM NAME
BUSINESS ADDRESS
BUSINESS TELEPHONE
SIGNATURE OF RESPONSIBLE OFFICIAL
TITLE
STATE OF INCORPORATION

12.13.2016
SANCHEZ ADRIANO CONSTRUCTION G.
8651 NW 70th St, MIAMI, FL 33166
305.592.9252

PRESIDENT
FLORIDA

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS:

Addenda No(s) 4 received and attached hereto.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Addendum #1 Issued on March 6, 2017

BID NO. 2017-001 FOR WATER METER REPLACEMENT PROGRAM

Issued by: North Bay Village

Notice to all Bidders:

1. Question:
When are the Bid Documents due to the Village:

Answer:

The Bid Documents Submittal is due in to the Village Clerk Office's, no later than 4:00 PM local time on March 10, 2017 to:

North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33 141

2. Question:
Does the village already have a "preferred vendor" for the proposed Mobile Based Advanced Metering Infrastructure and Water Loss Management system?

Answer:

No

3. Question:
What is budget or engineer's estimate for this project?

Answer:

\$3,756,500.00

4. Question:
Can you specify the percentage of CSBE on the following project in North Bay Village?

Answer:

See Appendix C for MBE/WBE recommended goals. This, however, is not a Federal CAP Grant project so Article 10 of the appendix does not apply.

5. Question:
Would the Village consider pushing the “Due Date” for this project out past March 14th?
We would like to bid on it, but not until Village Council has formally approved our Water Main bid.

Answer:

No.

6. Question:
Can you please clarify requirement 2.1.6. What is the goal of this requirement?

Answer:

Per paragraph 1.2.4., Bidders are to document as part of their bid any variations or areas of non-compliance with the system specifications. The Village will review those items as part of the bid evaluation process.

7. Question:
Section 2.9 requires “near real time” data for end customers-This only possible with a Fixed Network which is not being deployed under this project. Please clarify the requirement using a drive-by system.

Answer:

The intent is to establish a “Hybrid System” for both mobile based and future fixed based readings. The “near real time” data reading for end customers is a requirement for the future fixed based network.

8. Question:
In which situations will standard meters be used instead of solid state meters? Can solid state be used in all locations?

Answer:

The intent is to use solid state meters throughout the Village, but per Specification Section 01150, the description of Bid Items 14 through 20 explains standard meters may be used for work associated with rehabilitating/replacing existing mechanical water meters if needed and as directed by the Village.

9. Question:
Can a PD meter with a rotating piston be used to meet specification 5.1 provided it meets all AWWA standards? If not, why not?

Answer:

The Village will review alternatives as part of the bid evaluation process, but per paragraph 1.2.4., Bidders are to document as part of their bid any variations or areas of non-compliance with the system specifications. Areas of non-compliance may result in rejection of a bid.

10. Question:

Electromagnetic solid state meters are acceptable for meter sized 1 ½" through 4". Can electromagnetic solid state meters be used for smaller services?

Answer:

The Village will review alternatives as part of the bid evaluation process, but per paragraph 1.2.4., Bidders are to document as part of their bid any variations or areas of non-compliance with the system specifications. Areas of non-compliance may result in rejection of a bid.

11. Question:

I need to know the engineer's estimate on this project so that I may advise our bonding agent ASAP.

Answer:

Please refer to the answer to question #3.

12. Question:

I need to know if the NBV has already engaged a "preferred" vendor for the Mobile Based Advanced Metering system.

Answer:

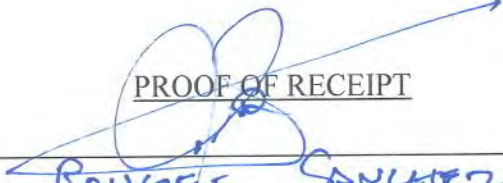
No

Recipient Signature:

Print Name:

Company:

Date:

PROOF OF RECEIPT

ROGER SANCHEZ
SANCHEZ ARANGO CONSTRUCTION
3.10.17.

SUBMIT WITH BID RESPONSE

Experience

Public Works Operations Manager, North Bay Village

January 2014 – September 2015

Supervised the activities of various divisions within the public works department. These divisions included streets and sanitation, grounds, engineering, utilities and equipment maintenance. In general, directed and oversaw the physical facilities of the village and any services within the Right-of-Way. Worked under the direction of and provided administrative assistance to the village manager.

Public Works Operations Manager, City of Miami

June 1983 – September 2011

Assisted in or performed the planning, organizing, overseeing, coordinating and reviewing the work of subordinate staff related to programs and activities of assigned public works maintenance and operations functional area; assist with long- and short-term planning, overseeing the construction, maintenance and operations of public works infrastructure and other programs; coordinated assigned activities with other City departments and outside agencies; provided complex and responsible support to the Director of Public Works, Assistant City Managers and others in areas of expertise.

Skills

- Advanced knowledge of Public Works operations, programs, and methods
- Knowledge of government financial programs
- Knowledge of work order processes and applicable information technology systems
- Knowledge of occupational safety and health standards
- Knowledge of the methods and practices of construction management
- Basic knowledge of construction law
- Advanced skill in Microsoft Office products (Word, Outlook, Powerpoint, and Excel) and government financial programs
- Skilled in providing good customer service
- Ability to multi-task, assign, and prioritize assignments
- Ability to analyze and define problems, identify alternative solutions

Education

Miami Senior High School, Diploma 1983

Miami, Florida

Communication

Fluent in Spanish and English

References

Available upon Request

Corporate Overview

Sanchez Arango Construction Company who will be the Prime Contractor for this project has been in business over 21 years and currently has over 30 employees. We are a second generation company that specializes in civil construction.

History

SAC began as a General Contractor and has evolved into a premier civil contractor throughout the State of Florida. We have invested in our company to stay on top of the AMR, AMI and Smart Metering requirements of the utility world. We hold utility contractor's license status in the State of Florida. We have not failed on a single project in over 300 projects attempted. Our ability to create project managers and technicians that meet today's project needs can be traced to our senior management core. Our senior management includes professionals from the water, gas and electric industries with 21 years' experience or more. It is that bank of experience that has allowed Sanchez Arango Construction Company flourish and become a leader in the meter industry today.

Facilities

Sanchez Arango Construction Company is located in Miami, Florida a centrally located corporate facility to a major portion of Miami-Dade County. We can provide in field testing and recalibration of water meters as well as bench testing as needed. Our fleets of in-field large meter testing and repair vehicles are available coast to coast to assist utilities with revenue generation and retention. Our IT Department is state of the art and our investment in field electronic work order system, inventory control system and water data transference to customers is unparalleled today.

Market Position

Sanchez Arango Construction Company is well positioned to become the leader in the metering industry. We operate independent from the meter and AMR/AMI industry, however our relationships with the manufacturers is well known and we continue to operate as a sought after provider from the industry itself. Our history of excellence and success has allowed us to realize triple digit growth year after year. We have formed alliances with some of the industries most respected names and that will allow SAC to continue to grow into the future.

Principles

Sanchez Arango Construction Company. has at its core the understanding that to be better than the competition you have to make ongoing investments in your own company. SAC accomplishes those principals by routine and ongoing investment in:

- *Securing the best human talent available*
- *Respecting each of its personnel individual talents*
- *Providing the best training and certification available*
- *Being the leader in technology development*
- *Managing every project – one project at a time*
- *Being aware of problems before they expand*
- *Managing for the future*



The Avanti Company, Avon Park, Fl.

The Avanti Company has been in business for 40 years with 18 years of experience delivering successful AMR and AMI projects to Utility customers in Florida. Local service and support is required to assure a successful AMR/AMI implementation and Avanti's in-house Itron technical support team is backed up by industry leading support from Itron's 24/7 technical support and Badger's local and factory support programs.

Avanti Project Management Experience

John Corey – Vice President, Miami Office – Tel. 305-970-9175, email: jcorey@avanticompany.com

John has 35 years of flow metering experience and over 20 years of AMR sales and support experience worldwide. John has written numerous articles on AMR/AMI systems and spoken nationally and internationally on the subject many times. John is fully trained and certified on Itron hardware and software installation and training. John is uniquely positioned to give North Bay Village full Product and Management support during this project. John has a BA from Hiram College and MBA from the University of Miami

Eric Corey – Territory Manager, Miami Office – Tel. 305 – 804-5940

Eric has been with Avanti for eight years offering and project managing AMR and AMI deployments all over South Florida. Eric is fully trained to support the system offered to North Bay Village and work with the Village and our Partners to successfully deploy your mobile AMI system.

Technical Experience

Josh King – AMR/AMI Project Mgr., Avon Park Office – Tel. 863-443-3010, email: jking@avanticompany.com

Josh has been fully trained on FCS reading software implementation and hardware training as well as fixed network certification from Itron and will perform the software and hardware implementation and training of the system for North Bay Village. Josh is Avanti's full time Itron technical support out of Avon Park, Fl. and has been performing those duties for years.



Itron Inc. is the largest provider of AMR/AMI equipment in the world and has over 90 million RF endpoints currently in service. Last year, Itron invested approximately \$100 million in R&D to both sustain and enhance our current solutions and to develop new AMI solutions for the

future. This continuing R&D investment ensures that we are able to deliver upon the District's vision for the future.

Itron is uniquely qualified to partner with the County on this project. We have an unfaltering and unyielding commitment to stand with our customers through, and after, a system deployment and to stand behind every piece of deployed equipment and software for the duration of its life cycle.

Patrick Hamilton – SE Regional Technical Support Mgr., Clearwater, FL. 727-504-7890, email: Patrick.hamilton@itron.com

Patrick is Itron's local technical support Mgr. and will provide onsite support assistance to Avanti and GSCDD as needed. Itron's 24/7 technical support center is a world class call center that will provide complete support as required by North Bay Village

Itron 24/7 Technical Support line – Itron Inc. offers industry leading technical support by phone 24 hours a day 7 days a week. This support service receives rave reviews annually as they will solve your challenge before they let you off the phone, every time. This service is US based with highly trained and experience personnel. Call the support line at 800-635-8725. Itron support is available at no charge during the Warranty period or for all customer under maintenance agreements.

Itron Executive References

Philip Mezey, President and CEO

Philip Mezey was appointed president and chief executive officer and named to Itron's board of directors on January 1, 2013. Mezey has served the company in several capacities during his career at Itron, most recently as chief operating officer for Itron's global Energy segment, with responsibility for the operations of Itron's electricity and gas businesses around the world. He also previously served as senior vice president and chief operating officer — Itron North America, group vice president and general manager, as well as senior vice president for Software Solutions. Upon Itron's acquisition of Silicon Energy in 2003, Mezey joined the company as managing director of Software Development for Itron's Energy Management Solutions group.

Prior to joining Silicon Energy in 2000 as vice president, Software Development, Mezey was a founding member and served 12 years with Indus, a provider of integrated asset and customer management software. Mezey earned his BA degree in history from the University of California, Berkeley.

John Holleran, Executive Vice President and Chief Operating Officer

John Holleran was named executive vice president and chief operating officer of Itron in January 2013. Holleran joined Itron in January 2007 as senior vice president and general counsel. He was also Itron's corporate secretary. In January 2012, his duties shifted to focus

primarily on special projects, board matters and corporate governance. Prior to joining Itron, Holleran spent 25 years with the legal department of Boise Cascade, including 14 years as general counsel. He has extensive corporate law experience, including mergers and acquisitions, international law, antitrust counseling, corporate SEC matters and compliance programs. While at Boise Cascade, he was also responsible for the human resources, transportation, governmental affairs and environmental affairs functions. He earned his bachelor's and law degree from Gonzaga University and attended the Stanford Executive Program in 1990.

W. Mark Schmitz, Executive Vice President and Chief Financial Officer

Mark Schmitz was named executive vice president and chief financial officer in September 2014. Mark has 40 years of experience in finance and executive leadership roles across the manufacturing, service, retail and technology industries. Prior to joining Itron, Schmitz was CFO of Alghanim Industries, a privately held, global multi-industry corporation headquartered in Kuwait. He previously served as CFO at several other global corporations, including The Goodyear Tire and Rubber Co., Tyco International Limited's Worldwide Fire and Security Segment and Plug Power Inc. In addition, he held a number of financial leadership roles at General Motors over 25 years.

Schmitz received a MBA in Finance and a B.A. in Chinese Language and Literature from Ohio State University.

Michel Charles Cadieux, Senior Vice President, Human Resources

Michel Cadieux has worked in human resources his entire career — more than 30 years — for global technology and manufacturing companies, including Betz Laboratories, the Hudson Bay Company, ING Bank of Canada, Advanced Micro Devices/ATI and Freescale. Before coming to lead Itron's worldwide HR department in 2014, he was senior vice president at Freescale Semiconductor in Austin, TX.

Chuck McAtee, Vice President, Information Technology and Chief Information Officer

Chuck McAtee was named vice president of Information Technology in May 2005 and named chief information officer in January 2006. He joined Itron in July 2004 as IT director of the electricity metering business. Before joining Itron, McAtee was director of IT for Schlumberger Electricity Metering in charge of operations in the U.S., Canada, Mexico, France and Taiwan. He spent 18 years with Schlumberger, serving in numerous roles including IT operations manager for its resource management services, which included water, electricity and gas businesses. During his tenure, he helped lead the standardization and implementation of common enterprise resource planning systems across the company. In addition to his management experience, he has served in various technical roles related to applications development, system architecture, database administration and system integration. McAtee earned his bachelor's in computer science with a concentration in business administration from Clemson University.

Shannon Votava, Vice President, General Counsel and Corporate Secretary

Shannon Votava was appointed vice president, General Counsel, effective January 1, 2012. In January 2013, she was appointed Corporate Secretary. Votava joined Itron in May 2010 as an accomplished commercial and patent attorney with extensive transactional experience for large multinational corporations. Throughout her career, Votava has successfully navigated sophisticated commercial agreements, intellectual property issues, mergers and acquisitions, governance, employment law and more. Prior to joining Itron, Votava was General Counsel for Honeywell International's Electronic Materials Business and Associate General Counsel for Cooper Industries. Votava earned her bachelor's degree from Washington State University, her Juris Doctor from Gonzaga University, a Master of Laws in International and Comparative Law from Georgetown University, and an MBA from Duke University's Fuqua School of Business.

Sharelynn Moore, Vice President, Corporate Marketing and Public Affairs

Sharelynn Moore has more than 17 years of experience in the energy and technology sectors. In 2013, she was named vice president of Corporate Marketing and Public Affairs. In this role, Moore is responsible for all global marketing and public affairs activities for Itron, including development of strategic marketing objectives, oversight of internal and external communications and management of external affairs including community investment and government relations.

Previously, Moore served as vice president of Corporate Communications after holding a variety of product- and marketing-related roles during her more than 12 years at Itron. In previous assignments, Moore focused on the strategy, management and marketing of Itron's Automated Meter Reading (AMR) solutions, network technologies, and enterprise meter data management software.

Prior to joining Itron, Moore held marketing and product management roles at Avista Corporation and Micron. She holds a bachelor's degree in business from the University of Idaho and an MBA with an emphasis in IT from Gonzaga University.

Bruce Douglas, Senior Vice President, General Manager of Software and Services

Bruce Douglas was named senior vice president and general manager of Software and Services in January 2015. Douglas is responsible for architecting Itron's software and services strategy, and for integrating this important aspect of our business into Itron's existing electricity, gas and water solutions. He works closely with the Electricity, Gas and Water businesses to integrate new Software and Service offerings as value-added components of the Itron solution portfolio. Under his guidance, Itron is broadening its technology portfolio with value-added software and services, and deliver true business outcomes to our utility customers around the globe.

Douglas brings with him over two decades of insight at both global, multi-national corporations and smaller start-ups. His entrepreneurial mindset and international, strategic and customer-centric experience has helped him build and grow software- and services-related businesses at CIBER Inc., Oracle, Sun Microsystems and Neogent Inc., among others.

Barbara Doyle, Vice President Investor Relations

Barbara Doyle was named Itron's vice president of Investor Relations in September 2011. Prior to joining Itron, Doyle was vice president of investor relations at Lawson Software, Inc., a \$750

million revenue global provider of enterprise software solutions based in St. Paul, Minn. Doyle began her career at IBM Corporation where she held positions of increasing responsibility in budgeting and planning, business development and controllership before moving into the investor relations group in Armonk, N.Y. in 2000. Doyle holds a Bachelor of Science degree in Finance from Pennsylvania State University and an MBA from Duke University.

Simon Pontin, Chief Technology Officer

Simon Pontin was named Chief Technology Officer in January 2011. Pontin joined Itron (then Schlumberger Electricity) in 1989 after graduating from Aston University in England with a degree in electromechanical engineering. He showed natural leadership in his first role, participating in the design of various solid-state metering developments in the United Kingdom. In 2006, he took the helm in developing Itron's smart grid solution, OpenWay®. Today, as CTO of Itron, Pontin is uniquely equipped to ensure that Itron's technology helps utilities solve some of their most pressing challenges.

Russell E. Vanos, Senior Vice President, Strategy and Corporate Development

Russell E. Vanos was named senior vice president of strategy and corporate development in 2012. Vanos manages all business development efforts, including acquisitions, divestitures and licensing/distribution, as well as leads Itron's business strategy and portfolio management initiatives. Vanos has been integral to virtually every acquisition made during his tenure, including SmartSynch, Schlumberger Electricity and others. In addition, Vanos dedicates time to corporate growth initiatives, specifically those focused on smart grid and smart cities.

Vanos joined Itron in 1980 and has held various positions in sales, marketing and operations. Most recently, Vanos served as Itron's vice president, global smart grid and business development. Previously, Vanos served as Itron's vice president of marketing until 2011 and vice president and general manager, sales and marketing for energy until 2010.

Vanos sits on the boards of the Washington State University Energy Innovation Center and the Rypien Foundation; is a member of Edison Electric Institute (EEI) and the Cisco Internet of Things Steering Committee; is a founding member of the Smart Cities Council; and is involved in the World Economic Forum.

BADGER METER CORPORATE OVERVIEW

Founded in Milwaukee, Wisconsin in 1905, Badger Meter has earned an international reputation as a leader in the development and manufacture of flow management solutions. Its products are used to measure and control the flow of liquids, including water, oil and chemicals. Badger Meter is publicly held and its common stock trades on the New York Stock Exchange under the symbol "BMI."

Badger Meter is a founding member and ongoing participant in the American Water Works Association (AWWA), the trade group that sets the industry standards for water measurement in the United States.

Products, Systems and Solutions

Badger Meter serves the global flow measurement market with products for water utilities and industrial and commercial markets including energy and petroleum; food and beverage; pharmaceutical; chemical; HVAC; process; wastewater; and automotive.

Badger Meter specialty application products serve niche flow measurement and control applications across a broad industrial spectrum. Specialized communication protocols that control the entire flow measurement process drive these markets. Specific Badger Meter flow measurement and control technologies offer both customized and standard precision flow measurement solutions.

Products for industrial applications include Research Control® valves; industrial flow meter products; actuators; sensors and monitors; and a full range of electromagnetic; oscillating piston; Cox turbine; Data Industrial® impeller; oval gear; and lube meters.

Facilities

Badger Meter has manufacturing facilities located in Milwaukee, Wisconsin; Tulsa, Oklahoma; Scottsdale, Arizona; Racine, Wisconsin. The corporate headquarters, engineering, sales and marketing, customer service, and manufacturing for selected products for the utility and industrial markets reside in Milwaukee. The focal point of the Badger Meter world-class innovation center is its state-of-the-art hydro lab. The lab includes pumping systems, pressure tanks and a weir tower, enabling engineers to effectively duplicate the water sources found in residential, commercial and industrial applications.

The Badger Meter Silicon Valley Innovation Center, located in Los Gatos, California, serves as a hub for software and technology development to supplement the existing Badger Meter flow measurement portfolio. Badger Meter currently employs approximately 1,400 people worldwide.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

SANCHEZ, ROUGET JESUS
SANCHEZ ARANGO CONSTRUCTION CO
P.O. BOX 669130
MIAMI FL 33166

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC057471

ISSUED: 08/16/2016

CERTIFIED GENERAL CONTRACTOR
SANCHEZ, ROUGET JESUS
SANCHEZ ARANGO CONSTRUCTION CO

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608160002544

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC057471

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



SANCHEZ, ROUGET JESUS
SANCHEZ ARANGO CONSTRUCTION CO
P.O. BOX 669130
MIAMI FL 33166



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD



LICENSE NUMBER	
EC13005044	ADDITIONAL BUSINESS QUALIFICATION

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

PEDERSEN, CHARLES EUGENE
SANCHEZ ARANGO CONSTRUCTION CO.
8651 NW 70 STREET
MIAMI FL 33166



ISSUED: 08/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608160002797

Licensee Details**Licensee Information**

Name: **DOMINGUEZ, ALBERT ABRAHAM (Primary Name)**
SANCHEZ ARANGO CONSTRUCTION CO. (DBA Name)

Main Address: **825 SW 23 ROAD**
MIAMI Florida 33129

County: **DADE**

License Mailing:

LicenseLocation: **8651 NW 70TH STREET**
MIAMI FL 33166

County: **DADE**

License Information

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC1225323**

Status: **Current,Active**

Licensure Date: **06/13/2016**

Expires: **08/31/2018**

Special Qualifications **Qualification Effective**
Construction Business **06/13/2016**

Alternate Names**View Related License Information****View License Complaint**

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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North Bay Village Proposed Product List by Bid item #

3. Mobile Based AMI System

Itron Mobile Collector 3 SME

Itron 100W+ endpoint

Itron Through Lid Kits (no data sheet)

Itron Field Collection System (FCS) Reading software

4. Mobile AMI Analytics Software

Itron Analytics and Web Portal

5. Water Loss Management System

Itron 100W+ with Leak Sensor

6. Customer Engagement Program

(see Itron Analytics and Web Portal)

7. Furnish and Install (F & I) 5/8" Solid State meters

Badger e-series ultrasonic

8. F & I, 3/4" Solid State meters

Badger e-series ultrasonic

9. F & I, 1" Solid State meters

Badger e-series ultrasonic

10. F & I, 1.5" Solid State meters

Badger e-series ultrasonic

11. F & I, 2" Solid State meters

Honeywell EvoQ4

12. F & I, 3" Solid State meters

Honeywell EvoQ4

13. F & I, 4" Solid State meters

Honeywell EvoQ4
14. F&I 5/8" Standard Meters

Badger Model 25

15. F&I 3/4" Standard Meters

Badger Model 30

16. F&I 1" Standard Meters

Badger Model 55

17. F&I 1.5" Standard Meters

Badger Model 120

18. F&I 2" Standard Meters

Badger Model 170

19. F&I 3" Standard Meters

Badger Model CSM450

20. F&I 4" Standard Meters

Badger Model CSM1000

21. High Resolution Encoder Register

22. Meter Lid Replacement

Nicor (AMR Ready Meter Lid)

HDR/Hubbell Power Systems (Matching Meter Box)



MC3

Small Market Edition

For today's budget-minded utilities, collecting meter reads in the most cost-effective manner is a top-of-mind priority. Fortunately, with proven Itron technology, mobile data collection has never been more affordable. The Mobile Collector 3 Small Market Edition, designed for smaller utilities, is an entry-level automated meter reading (AMR) solution, built upon Itron's leading experience in mobile data collection technologies.

FEATURES

The MC3 Small Market Edition increases a utility's operational efficiencies by reducing costs associated with collecting meter data and by eliminating the need to access a premise to obtain meter reads. Highly accurate interval meter data from the MC3 Small Market Edition facilitates faster bill reconciliations, leading to enhanced levels of customer service with greater customer confidence in their bills.

The MC3 Small Market Edition is compatible with all Itron ChoiceConnect™ wireless AMR solutions and is capable of collecting monthly consumption reads or interval (datalogging) reads. As a complete solution, it features Itron's SRead™ radio, laptop computer and cabling. Small enough to fit in any vehicle and easily transferred between vehicles, the MC3 Small Market Edition is a simple and low-cost mobile collection solution for water, gas and electric utilities looking for meter reading performance and accuracy.

The Small Market Edition of the MC3 family is feature-rich, and embraces the level of performance synonymous with the Itron name:

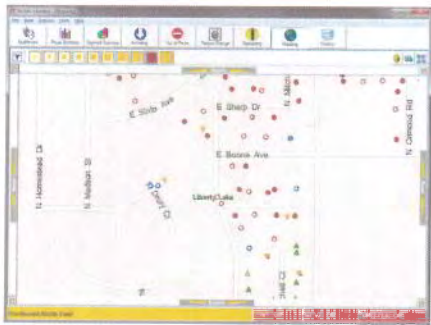
- » Convenient, portable and affordable package
- » Superior wireless performance with SRead radio technology
- » Improved productivity and safety of field staff
- » Read multiple routes simultaneously
- » Reduce drive times and missed reads with GPS mapping
- » Collect out-of-route reads for increased efficiencies
- » Out of box compatibility with MV-RS
- » Support datalogging of 100G and 100W ERT® modules without exiting the vehicle

Functionality Profile

The external SRead radio technology offers unparalleled read sensitivity and

simultaneously listens over 80 channels to improve route reading times and efficiency. MC3 Small Market Edition collects standard consumption and tamper data from water, gas and electric endpoints. Datalogging information can be collected from Itron's ChoiceConnect 100G and 100W endpoints. MC3 Small Market Edition is targeted to customers who don't necessarily need support for legacy endpoints.

A single MC3 Small Market Edition can cover a wide service territory in a single day, collecting up to 32,000 readings across a single route (when using MV-RS® as the head end) or multiple routes read simultaneously. Meter readers can collect reads at normal city driving speeds (average 30 MPH). Compared with a typical walk-by collection system that acquires several hundred reads per day, the savings offered by the MC3 Small Market Edition are substantial.



GPS Mapping

The GPS mapping feature of the MC3 Small Market Edition displays a map with icons on the system laptop, allowing meter readers to visually confirm which meters have been read and which have not, or if any have a special priority on any given route. This helps minimize missed reads and consecutive estimates while reducing drive times. A special display setting provides better viewing when operating at night and a play-back feature of the driven route identifies opportunities to improve the meter reading reliability and reduce future drive times and fuel consumption.

Advanced Data Collection for Water and Gas Metering

With the MC3 Small Market Edition, gas and water utilities can wirelessly collect up to 40 days of hourly or 40 days of daily data from the 100W and 100G Datalogging ERTs. This datalogging capability provides advanced metering functionality for mobile customers with access to:

- » Reads for a specific date to facilitate move in/move outs
- » Daily meter data for customer service and billing disputes
- » Hourly data to facilitate load studies and conservation programs
- » Data to support mid-cycle rate changes

- » Data for meter right sizing programs
- » Monthly gas balancing reads

SPECIFICATIONS

Operating Frequency

- » Receiver operating frequency: 908–924 ISM Band
- » ISM transmit power: 1 Watt
- » Data integrity: Verified in every message

Regulatory

- » FCC compliance: Part 101
- » Industry Canada: 864A-DCU-5310

Functional

- » Power supply: 12V DC vehicle power
- » Power consumption: 5 Amps maximum
- » Operating system: Genuine Windows® 7
- » MC3 Small Market Edition comes complete with MC3 Radio, laptop computer and wiring
- » Docking solutions and hardened shipping cases sold separately

Mounting and Wiring Options

- » Portable wiring includes a magnetic mount antenna base, accessory outlet power cable for the RF unit and accessory outlet DC power supply for the laptop computer
- » Permanent wiring includes a through-the-roof antenna, battery pigtail and power cable for the RF unit and accessory outlet DC power supply for the laptop computer
- » Itron does not supply a mounting system for the laptop computer. Customer must properly install and secure all equipment prior to use

Environmental

- » Operating temperature: -4°F to +122°F (-20°C to +50°C)
- » Storage temperature: -40°F to +160°F (-40°C to +71°C)
- » Humidity limits: 5 to 95% non-condensing relative humidity

Endpoint Compatibility

- » All legacy Itron ERT modules
- » 40G gas ERT modules
- » 100G gas ERT modules
- » 60W water ERT modules
- » 80Wi water ERT Modules
- » 100W water ERT modules
- » Itron CENTRON® with R300 modules
- » Itron CENTRON Polyphase with R300 modules
- » Itron SENTINEL® with R300 modules

Physical Dimensions

- » MC3 Radio: 13"W x 11.25"L X 2.75"H
- » Laptop Toughbook CF-53: 11.1"L x 13.4"W x 2.2"H

Weight

- » MC3 Radio: 10 lbs
- » Laptop: 5.8 lbs

Host Processing Software

MC3 Small Market Edition is compatible with Itron meter reading application MV-RS 8.2 and later.



At Itron, we're dedicated to delivering end-to-end smart grid and smart distribution solutions to electric, gas and water utilities around the globe. Our company is the world's leading provider of smart metering, data collection and utility software systems, with over 8,000 utilities worldwide relying on our technology to optimize the delivery and use of energy and water.

To realize your smarter energy and water future, start here: www.itron.com

CORPORATE HEADQUARTERS

2111 N Molter Road
Liberty Lake, WA 99019
USA

Phone: 1.800.635.5461
Fax: 1.509.891.3355



100W+

Water Communication Module

The 100W+ communication module is the latest addition to Itron's portfolio of advanced metering devices for water utilities. Featuring a compact design, industry-leading battery life and technology designed to adapt and grow with your business, the 100W+ module can help you streamline your operations and maximize your resources today and into the future.

The 100W+ communication module represents the fourth evolution in Itron's line of 100 series water communication modules. This latest release includes a new message called SCM+ with more information than previous generation messages. Additionally, the 100W+ offers industry leading capabilities in security, fixed network performance and improved meter consumption resolution to 9 dials (1/100th gallon).

» 100W+ communication modules are available in two housing designs, supporting both water pit and remote installations. They are identified as follows:

- » 100W+ is to be utilized with encoder registers in a pit environment
- » 100WP+ for pulser registers in a pit environment
- » 100W-R+ for encoder registers in remote applications
- » 100WP-R+ for with pulser registers in remote applications

These communication modules offer advanced two-way meter data collection designed specifically for Itron collection systems using handheld, mobile, fixed network and hybrid solutions. 100W+ communication modules differentiate themselves from other devices on

the market by providing true two-way communications capabilities with walk-by, drive-by and fixed network collection systems. Engineered from the ground up to leverage the benefits of ChoiceConnectSM collection systems, 100W+ communication modules enable easy migration from mobile to fixed network operations as your business needs evolve. With Itron's complementary communications technology, fixed and mobile network systems can be deployed side-by-side in hybrid configurations to ensure maximum efficiency and reliability in both high and low-density meter populations.

SCM+

SCM+ is a new message for Itron's electric, gas and water endpoints. This message transmits more information than previous generation messages, including:

- » All tampers and alarms (including extended tampers and low battery alarm)
- » Up to 1/100th gallon resolution of water meters that support 9 dials

Itron Security Manager

The 100W+ offers optional enhanced security with the addition of authentication and encryption. In parallel to the 100W+ release, Itron released the Itron Security Manager (ISM) solution. ISM represents the initial launch of a new security application that will provide the cryptographic and key management services for Itron's Fixed Network, Field Deployment Manager (FDM) and Field Collection System (FCS) solutions. The ISM application, working in concert with these data collection systems will provide a new application layer of security. This enables authentication of commands and encryption of data communications from the reading applications to new 100 Series communication modules. These enhanced security services will provide added confidentiality, data integrity and availability that utilities require to secure their communications. Every 100W+ will ship with embedded security keys to support utilities current and future requirements for enhanced secure communications. To enable enhanced security, utilities will need Itron Security Manager v1.0, FDM Endpoint Tools Enhanced v3.3 and 100W+ security keys (part number SEC-0000-002).

GeoMode

In order to continually improve our fixed network performance, the 100W+ has added the GeoMode feature. GeoMode is a valuable tool used to read 100W+ communication modules that are installed in RF-unfriendly environment as well as modules installed on the fringe of network coverage. This tool will allow a 100W+ that is not being heard by the fixed network to transmit its NIM (Network Interval Message) via a neighboring 100W+ that has an established link to FN. GeoMode will not impact the 100W+ industry-leading battery performance. Using the GeoMode feature

requires Network Software v5.0. Modules in GeoMode may still be read by Itron handheld and mobile systems.

Water Meter Compatibility

The 100W+ communication module is compatible with water meters from all major manufacturers such as Badger, Elster AMCO, Hersey, Master Meter, Neptune and Sensus, enabling water utilities to consolidate all their water meters under a single reading system. Powered by proven, advanced lithium battery technology; the module is designed for 20 years of battery life in both fixed network and mobile modes.

Data Logging

The 100W+ stores 40 days of hourly consumption information, which can be collected by the fixed network system to leverage real time data collection or can be read by mobile or handheld systems. This data is presented in four basic use cases:

- » A reading from any hour within the last 40 days
- » A set of 24 consecutive hourly readings
- » A set of 40 daily readings
- » A set of 40 days of hourly interval data are available even in mobile mode

Superior Performance

The 100W+ communication module utilizes 120 radio channels in fixed network and 50 radio channels in mobile and handheld modes, randomly selecting one channel for each data message. Itron's unique multi-channel solutions maximize the use of all available bandwidth, allowing more data to flow through the network and enabling faster drive-by speeds. The 100W+ will transmit the fixed network consumption message at peak radiated power greater than 1Watt.

Reliability

100W+ communication modules feature a circuit assembly and battery pack that are fully encapsulated within a specially-formulated potting material to completely protect internal components from water, contaminants, corrosion, rough handling and temperature cycling. With their straight forward, rugged design, 100W+ communication modules use substantially

fewer components than most competing products, resulting in greater reliability. The advanced, integrated antenna operates effectively in a wide range of meter box installations. The 100W+ offers peace of mind with a 20 year limited warranty.

Lower Cost of Ownership

100W+ communication modules feature industry-leading battery life, ensuring your meter data collection investment achieves substantially better financial returns than competing products with batteries that typically last only ten or twelve years. When one considers the advancements in leak, reverse flow (absolute encoder version only) and tamper detection, 100W+ communication modules necessitate fewer field investigations and substantially lower expenditures for installation, meter reading, customer service and field service. And with a low battery alarm, these modules help utilities better plan and manage the replacement of units in the field.



100W+



100W-R+

Leak Management

Water loss management is critical to any water utility's success. 100 Series modules can be paired with Itron's advanced acoustic Leak Sensor. The Leak Sensor collects and analyzes changes in pipe acoustics that indicate probable leaks in the distribution system environment to detect both new and pre-existing leaks automatically. Leak Sensor technology, coupled with the module's internal customer-side leak detection algorithm and the option to use data from groups of 100W+ communication modules (District Metering) provide the utility with a highly accurate picture of the overall health of the water distribution system.

Leak Data

The 100 Series collects and stores the data from the Leak Sensor. The Leak Sensor samples the pipe conditions every 22.5 minutes or 64 times daily. The 100 Series stores the 8 quietest analyses daily and will hold 20 days worth of data. This data is picked up during normal meter reading operations and seamlessly transfers the data to our hosted web based solution (mlogonline).

100W+ COMMUNICATION MODULE SPECIFICATIONS

The 100W+ can be identified by new part number ERW-1300-3XX and units have a + signifier.

Functional

- » Power Source: Two "A" cell lithium batteries warranted for 20 years
- » Operating temperature: -
 - -40°C to +70°C for remote applications
 - -20°C to +60°C for pit applications
- » Storage temperature: -40°C to + 75°C for maximum of 1,000 hours
- » Humidity limits: 0 to 100% (submersible)
- » Maximum register cable dimension: 300 feet with Itron-approved cable and splice connectors
- » Meter compatibility: See Water Module Meter Compatibility Guide (PUB-0063-002)

Transmission Parameters

- » Data message: Multiple RF channel transmissions of meter register value, cut cable and or communication error tamper(s), reverse flow (encoder version only) and system leak status messages, as well as low battery indicator is transmitted every ten seconds in mobile mode. All this information and last 7 time synchronized consumption intervals is transmitted every six minutes along with a contingency SCM+ (Standard Consumption Message) every 60 seconds in fixed network mode
- » Transmitter frequencies:
 - 908 - 924MHz (Standard Power) in mobile mode
 - 923 – 926.8MHz (High Power) in fixed network mode
- » Operates in bubble-up mode and does not require a license from the Federal Communications Commission (FCC) or Industry Canada (IC)
 - FCC Part 15.247
 - Industry Canada RSS-210

Approved Network Reading Systems

- » Network system: Itron Fixed Network 100 Collectors and Repeaters (CCU 100 and Repeater 100) which offer full two-way communication capability.
- » ChoiceConnect Fixed Network software v4.1 or higher
- » If using enhanced security, Itron Security Manager (ISM) v1.0 or higher, is also required

Approved Mobile Reading Systems for SCM+ alone

- » Mobile data collection hardware when used with software listed below:
 - Any MC3 radio with Mobile Collection Software 3.4 or higher
 - Any MC Lite radio
 - Any FC200 handheld computer with SRead radio
 - Any FC300 handheld computer with SRead radio
- » Mobile data collection software:
 - Multi-Vendor Reading System (MV-RS) v8.3 or higher
 - Field Collection System (FCS) v2.4 or higher

Approved Mobile Reading Systems for Data Logging Reads

- » Mobile data collection hardware when used with software listed below:
 - Datalogging capable MC3 radios with Mobile Collection Software 3.4 or higher
 - Datalogging capable MC Lite radios
 - FC200 handheld computers with Datalogging capable SRead radio
 - Any FC300 handheld computer with SRead radio
- » Mobile data collection software:
 - Multi-Vendor Reading System (MV-RS) v8.4 or higher
 - Field Collection System (FCS) v2.5 or higher

Approved Mobile Reading Systems for Enhanced Security Reads

- » Mobile data collection hardware when used with software listed below:
 - Datalogging capable MC3 radios with Mobile Collection Software 3.5 or higher
 - Datalogging capable MC Lite radios
 - FC200 handheld computers with Datalogging capable SRead radio
 - Any FC300 handheld computer with SRead radio
- » Mobile data collection software:
 - Field Collection System (FCS) v2.5 or higher
 - Itron Security Manager (ISM) v1.0 or higher

Approved Programming Systems

- » FC200SR handheld computers
- » FC300SR handheld computers
- » 900 MHz Belt Clip Radios
- » Field Deployment Manager (FDM) v3.3 or higher
- » If using enhanced security, Itron Security Manager (ISM) v1.0 or higher, is also required

The 100W encoder version does not require any programming—it automatically detects the register type within one hour of being connected.

Programmable Mode Options

» Mobile/Handheld Mode

- This is the standard mode in which all 100W+ communication modules will be shipped. This mode should be utilized when mobile or handheld meter reading will be the primary method of collecting the SCM+ or datalogging reads.
- The SCM+ will bubble-up in this mode every 10 seconds at standard power optimized for mobile read rate performance.
- The battery life for this mode is 20 years

» Fixed Network (FN) Mode

- This mode is to be utilized when fixed network will be the method of meter data collection
- A high power Network Interval Message (NIM) will be transmitted every 6 minutes with a contingency SCM+ message transmitted every minute at standard power
- FN mode can be programmed at the factory, during installation with an approved handheld device or through mobile application after initial installation and programming
- The battery life for this mode is 20 years

Programmable Mode Options (cont.)

» Hard-to-Read Mobile/Handheld Mode

- This mode should only be used when communication modules are installed in difficult to read locations where standard mobile mode is not sufficient for satisfactory reading performance
- This mode will bubble-up an SCM+ at 30 seconds with high power output to optimize performance of these unique applications
- The battery life of this mode is greater than 10 years

» High Power Mobile Mode

- This mode should be used when communication modules are installed in difficult to read environments and where standard mobile mode is not sufficient for satisfactory reading performance
- This mode will bubble-up and SCM at 60 seconds with a higher power output to optimize performance of these unique applications
- Battery life for this mode is 20 years

100W+ & 100WP+ Pit Dimensions

- » Height: 4.5 inches
- » Maximum diameter:
 - Lower: 3.90 inches
 - Upper: Approx. 1.70 inches
- » Weight: Approx. 9.6 oz.
- » Module cable length without integral connector: 5 feet and 20 inches (for register direct mounting)

- » In-line connector register cables: 5 feet and 25 feet (ordered separately)
- » Pit models can be installed up to 300 Ft from meter

100W-R+ & 100WP-R+ Remote Dimensions

- » Height: 4.5 inches
- » Width: 5.05 inches
- » Depth: 1.47 inches
- » Weight: Approx. 9.6 oz.
- » Module cable length 10 inches
- » Remote models can be installed up to 300 ft from meter

Mounting Options

The 100W+ and 100WP+ models have a compact housing and features specifically designed for water pit mounting options

- » Direct-mount for Badger, Elster and Hersey meters
- » Rod-mount on a ½ inch diameter fiberglass or other non-metallic rods
- » Shelf-mount for pit lid manufactures that contain recessed cavity on the underside of the pit lid
- » Through-the-lid mounting with a pre-drilled 1.75 inch hole and up to 2.5-inch maximum lid thickness
- » Direct-mount to any flat surface with screw kit

The 100W-R and 100WP-R models are designed for remote mounting applications

- » Wall-mount for installation to the side of residence or building using screw kit
- » Pipe-mount for installation on pipe sizes from ¾ inch up to 4 inch
- » Direct-mount for Badger and Elster meters
- » Direct-mount for Badger and Elster meters



Itron is a global technology company. We build solutions that help utilities measure, monitor and manage energy and water. Our broad product portfolio includes electricity, gas, water and thermal energy measurement and control technology; communications systems; software; and professional services. With thousands of employees supporting nearly 8,000 utilities in more than 100 countries, Itron empowers utilities to responsibly and efficiently manage energy and water resources.

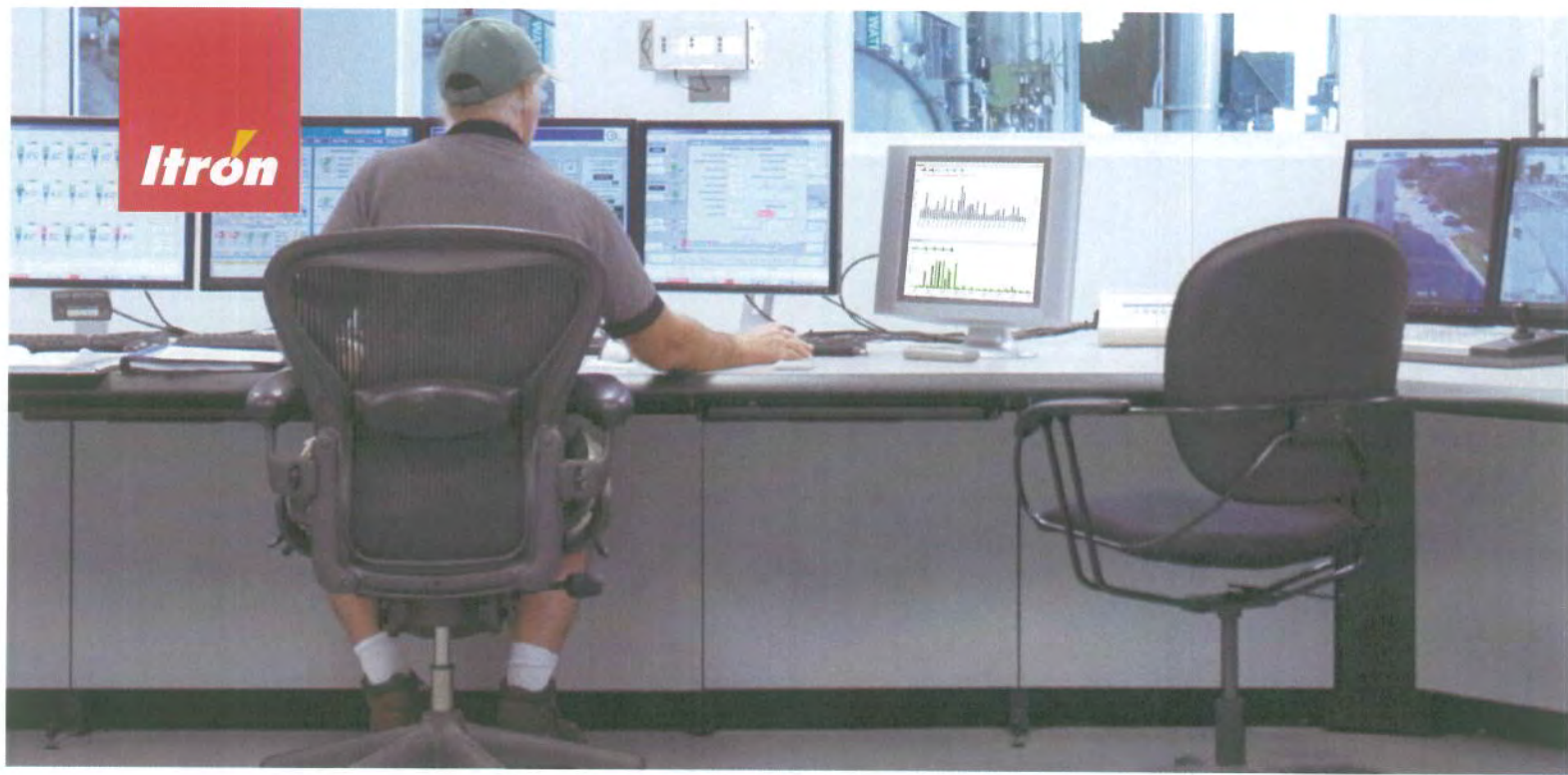
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CORPORATE HEADQUARTERS

2111 N Molter Road
Liberty Lake, WA 99019
USA

Phone: 1.800.635.5461
Fax: 1.509.891.3355

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Itron Analytics-Water

Turning Water Metering Data into Actionable Intelligence

Today's water utilities face a broad range of business challenges from commodity supply and price pressures to rising operational costs. At the same time, they must balance the need to replace aging infrastructure and mitigate water losses in their distribution systems while also providing usage information and tools via smart phones and tablets to consumers so they can manage water use for budgeting and conservation. Despite these challenges, water providers are expected to deliver safe, reliable service to their customers even when faced with ever increasing demand.

By 2025, the United Nations estimates that demand for water is expected to increase by over 50 percent globally and by 18 percent in developed countries. More and more water utilities are turning to automated meter reading (AMR) and advanced metering infrastructure (AMI) systems to collect metering data to improve operational efficiency and customer service.

To better realize the benefits of interval data collected by AMR/AMI investments, Itron has developed a cloud based platform with

applications that deliver critical business outcomes using electricity, gas, and water consumption and meter event data. It is a suite of applications with visualization and reporting tools that offers easy data access, analytics and actionable intelligence to improve asset management and operational efficiency.

HOW DO YOU VIEW YOUR DATA?

Itron Analytics applications manages, analyzes and stores data collected using any of Itron's data collection systems.

It provides users across the enterprise the tools that turn data into actionable intelligence to improve utility operations and asset management. Under the Itron solution, anyone within the utility can have access to role-specific views of the data, structured in ways that are relevant to how they do their jobs. Itron Analytics helps utilities reach business goals through innovative data analysis in the following areas.

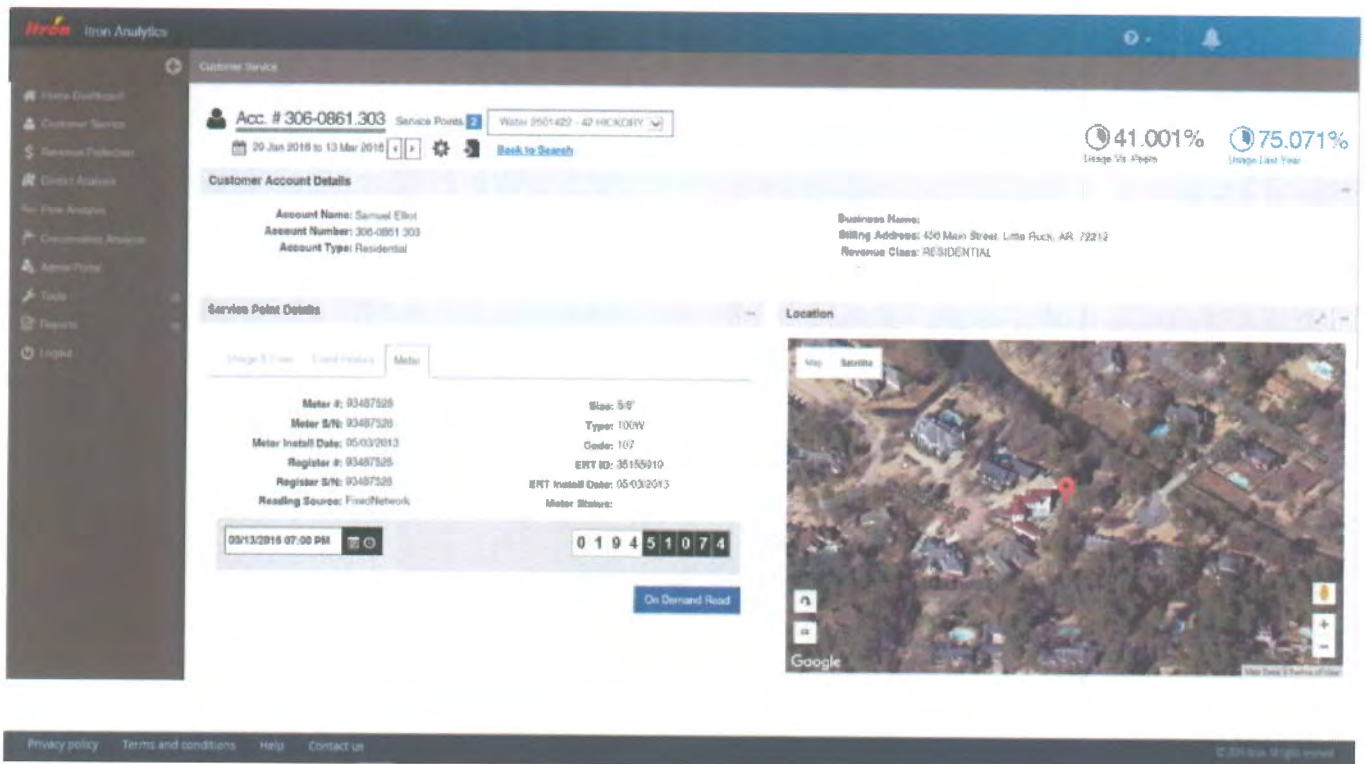


Figure 1. Customer Service application

Enhanced Customer Service: Accelerated Call Resolution with Fast Access to Consumption Data

With easy access to detailed daily and hourly consumption data, customer service representatives (CSRs) are now able to explain unusual consumption patterns to concerned customers, as well as better explain water usage charges. This results in reduced truck rolls, improved operational efficiency and increased customer satisfaction because resolutions are based on tangible data.

District Metering: System Integrity and Non-Revenue Water Loss

Leaks and non-revenue water can be detected and quantified by comparing and analyzing an aggregated group of meters served by a master meter.

Flow Analysis

By trending consumption patterns over selected periods relative to a known baseline, over- and under-utilized assets can be identified over time.

Trending and Forecasting

Time synchronized hourly interval collected by Itron's AMR/AMI solutions can be exported to third party hydraulic load modeling software to help calibrate or fine-tune the modeling with actual customer consumption

Theft Investigation: Correlate Consumption and Event Data

With detailed analysis of consumption data and correlating tamper, reverse flow and other such events, the utility is better able to detect unauthorized consumption and address fraud when it

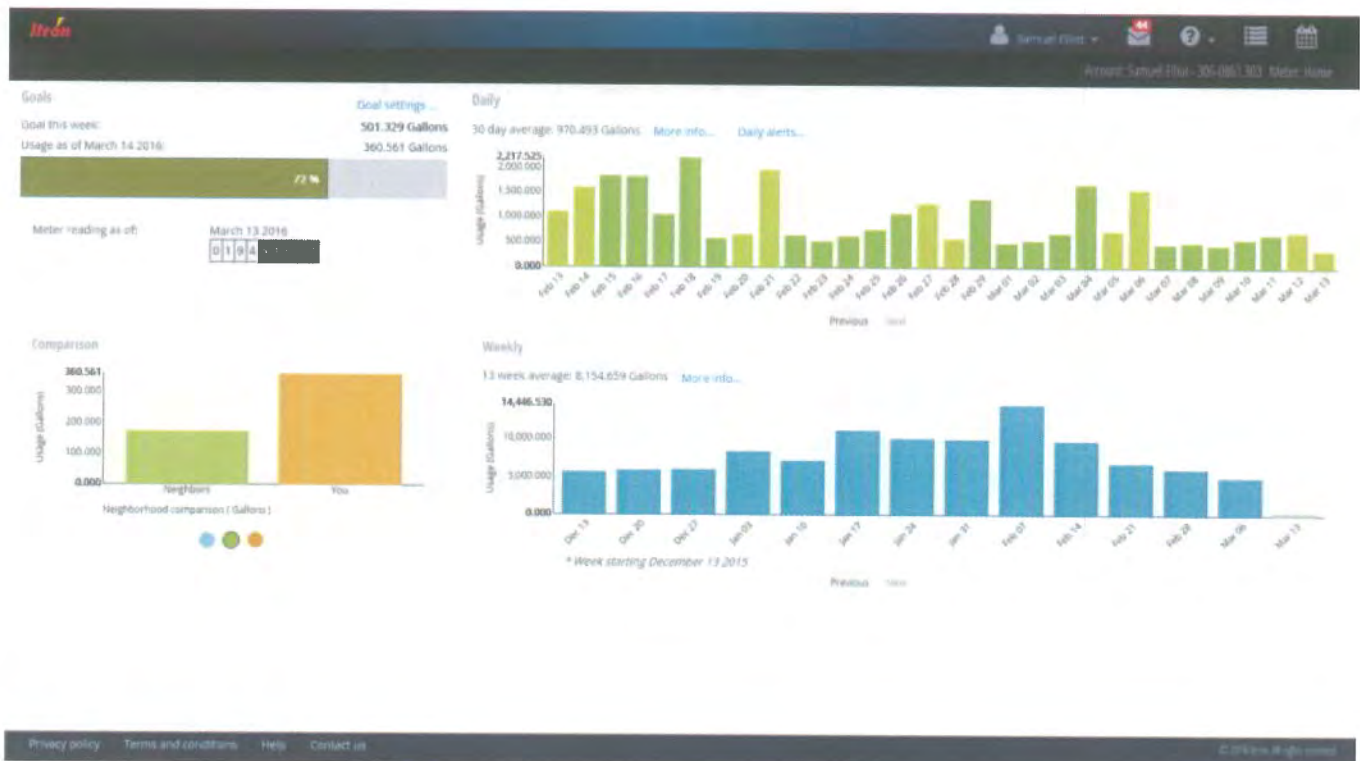


Figure 2. Customer Web Portal

occurs. Additionally, Itron Analytics provides “Usage on Inactive Account” reports, which illustrate inactive accounts that are showing usage, and “No Usage on Active Account” reports, which show all active accounts with no consumption over a specified time frame.

Custom Reporting: Format Data in Ways that Provide the Most Insight

Traditionally, mining data to get exactly what you want can be complicated. Users can now create reports to analyze precisely what they’re interested in seeing.

This information can be visualized in a variety of analytical formats, including summaries and discrete bar charts, summarized or detailed trended line graphs, HTML tables or any combination of these formats as dictated by the specific analysis being conducted.

Comparative Analysis: Spot Trends and Anomalies

Comparative Analysis permits selection of specific account(s) for a desired time frame and comparative period, and then charts the selected consumption data in bar chart format in hourly, daily, weekly, monthly, quarterly or annual granularity.

Consumer Portal

Itron Analytics provides an optional application for utility customers who wish to allow end-use customers web access to their own individual consumption data. The intuitive, browser-based web portal interface minimizes the learning curve and provides consumers with information which they may have sought using traditional customer service channels.

FEATURES AND BENEFITS

Long-Term Data Storage

Itron Analytics effectively manages and stores up to 10 years of collected metering data. This vast data repository of collected data from Itron water communication applications can be accessed for analysis across the utility.

Itron Analytics Web Browser Interface

The Itron Analytics web browser interface is an easy-to-use window to the stored meter data. For analysis purposes, various additional applications are included as value-added benefits.

Browser Requirement

Internet Explorer v11.0 (or greater)

Google Chrome v35.0 (or greater)

Mozilla Firefox v29.0 (or greater)

Feature Set

- » Long term (10 year) data retention
- » Advanced analysis and custom reporting functionality
- » Cloud based Software as a Service applications eliminate infrastructure costs
- » Customer Service with consumption, contextual mapping, and account information
- » Comparative Analysis
- » Automated reporting tools of analytic events
- » Theft Investigator
- » District Metering
- » Optional Customer Portal
- » Conservation
- » Hydraulic Load Model Export



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CORPORATE HQ

2111 North Molter Road
Liberty Lake, WA 99019 USA

Phone: 1.800.635.5461

Fax: 1.509.891.3355



Field Collection System

Itron's latest generation mobile meter data collection software

Field Collection System (FCS) is meter data collection software designed specifically for today's utilities. FCS is a state-of-the-art, open-architecture software solution that works with Itron mobile technologies, field-proven ERT modules and meters for electric, gas and water utilities. FCS seamlessly integrates with Itron networks, existing enterprise billing systems and advanced meter data management systems for flexible and ease-of-use data sharing and management capabilities. FCS combines all the best features from decades of experience with innovative new features that will fulfill your meter data collection needs, now and into the future.

FCS is a client/server application and is Microsoft® .NET-connected. FCS represents Itron's commitment to open software architecture that "plays well with others". XML, a widely-used programming standard, ensures interoperability between

different software applications running on a variety of platforms. Standard file import-export features connect directly to established interfaces.

FCS transfers meter data to and from mobile computers using the TCP/IP

communication protocol. The speed of TCP/IP gets employees to the field quickly which immediately increases daily productivity. The flexible and reliable FCS communication system opens the door for utilities to use a wide array of wired and wireless data backhaul options.



CENTRON® Bridge Meter



METRIS® Meter with 100G ERT® Module



100W ERT Module

ARCHITECTURE

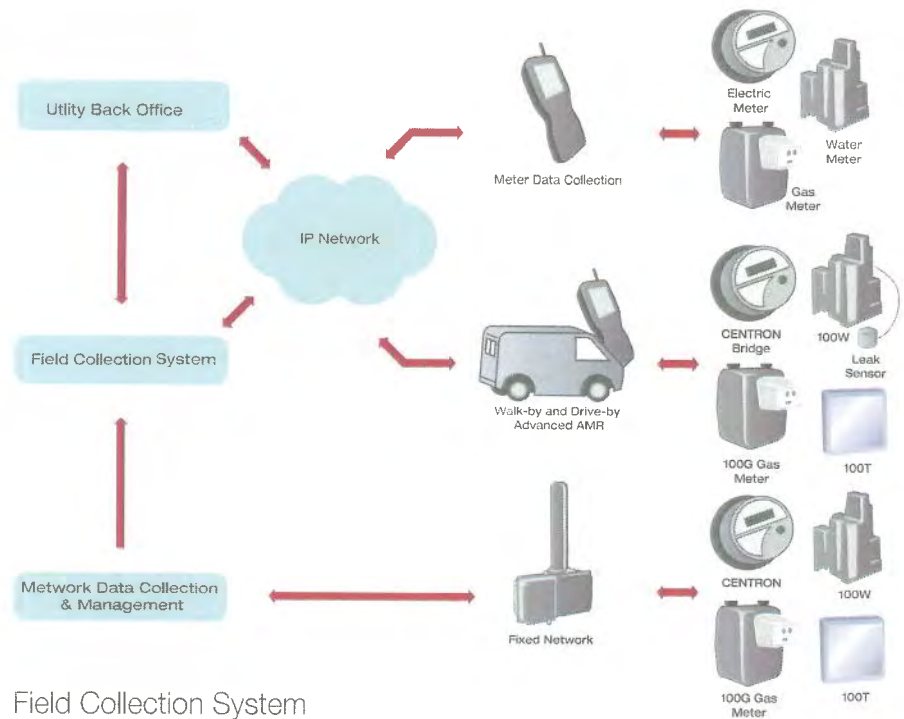
The FCS application server software imports and assigns routes to handheld and mobile collection devices, manages data collected in the field and prepares routes to be exported for billing. The FCS handheld application software provides field employees with an efficient means for collecting meter readings, other valuable data, and performing related work in the field, using rugged mobile devices.

Flexibility

FCS is off-the-shelf software that is highly configurable allowing the utility to configure the business rules for office and field processes.

Security

The FCS security system simplifies user and password management by leveraging existing Microsoft Windows® user accounts. Role based security allows office managers and field managers to easily manage operational rights of groups and individual users.



Field Collection System

Database

FCS stores system parameters, routes and statistics in a relational database. FCS supports Oracle® and Microsoft SQL Server® databases. These open database systems allow utilities to mine the data in the FCS database to satisfy a variety of business needs.

Automation

The integrated Unattended scheduling system reduces office work requirements by using flexible and intelligent tasks automatically at any time of day. Job status notifications improve reaction times and reduce time spent monitoring the system.

Reports

Over 40 standard reports and templates are available along with the tools and ability to customize reports according to specific business needs.

Networking

FCS provides a variety of features to improve operations related to network based metering systems. ChoiceConnect Fixed Network reading data can be imported and applied without changing the monthly route based billing process. FCS filtering dispatches only meters not collected by the network or through out-of-route readings.

Integration

FCS interfaces seamlessly to existing customer information and billing systems using XML, Premierplus4 and MV-RS® import/export file interfaces. A variety of other interfaces link FCS directly to powerful applications such as Itron Security Manager, RouteSmart®, MV-90 xi and Itron Enterprise Edition™ to provide an easy migration path to value-added customer services that are required when business needs evolve.

DATA COLLECTION

FCS transfers data to and from data collections devices with Internet Protocol (IP) based communications offering a flexible array of backhaul options, such as wired and wireless networks, public telephone, and broadband Internet. IP-based communications can transfer data over four times faster than collection systems that require serial communications, getting employees to the field as quickly as possible. Automated network data transfer replaces manual file transfers reducing human error and reducing labor.

Handheld

FCS utilizes ultra-rugged Itron FC300 handheld computers to collect meter data from electricity, gas, and water meters and other field assets. FCS provides handheld meter readers with an expansive suite of account and meter information, allowing for safe and efficient data collection. FCS can process manual readings, optical or touch probe readings, and advanced meter data from Itron radio-based endpoints.

Mobile Collector Lite

FCS with MC Lite provides a low-cost, flexible hybrid solution for rural AMR deployments or where AMR is not fully deployed. The MC Lite uses a low-cost mobile radio unit and an FC300 as the data processor. The FC300 can toggle between standard walking mode and MC Lite drive-by mode for reading AMR-equipped meters. While in walking mode, keyed and probed reads can be collected or reads can be collected via walk-by AMR when using an FC300SR.

Mobile Data Collection

FCS supports the Itron Mobile Collection System, including the MC3, the most widely-used mobile automatic meter reading technology in the world and the most cost-effective way to collect meter readings. FCS integrates seamlessly with Mobile Collection System software via wired or wireless networks to transfer valuable route information quickly and reliably. The ability to collect large volumes of advanced meter data safely and efficiently makes mobile collection a very attractive option. Available with a GPS mapping system for graphical display of meters and mobile routes, Mobile Collection System and FCS are the automatic meter reading choice for utilities that need accurate, reliable and cost-effective meter data.

ADVANCED RADIO TECHNOLOGY

Itron radio technology has taken huge leaps forward in recent years allowing Itron to provide products to meet the rapidly evolving needs of today's utilities. FCS supports two-way radio communications with a new generation of endpoints including the CENTRON Bridge meter, 100W, and 100G Datalogging ERT modules enabling utilities to collect 40 days of time synchronized daily or hourly meter readings. This data can be used to fulfill a wide variety of utility needs and eliminate special trips to the field releasing field service personnel to perform more important tasks. Itron has extended value beyond meter reading with 100T endpoints for monitoring cathodic protection, pressure correction and more. Utilities can also use FCS with radio equipped mobile devices to remotely connect and disconnect service for electric, gas and water. The utility may assign these tasks to specialist employees or perform these tasks automatically as part of existing meter reading operations.



FC300 Handheld Computer



Mobile Collector Lite



MC3 - Mobile Collection System

BENEFITS

Performance

Today's growing utilities face challenges such as managing a variety meter reading systems connected to various customer information databases. FCS provides the power and flexibility to consolidate operations and connect to those systems through various file interfaces—all automatically—and all on a single system. Through a scalable architecture, FCS provides a combination of power and nimbleness not found in any other system.

Improved Data Security

FCS supports advanced user authentication, as well as role-based functional security, so utilities can secure FCS based on specific business requirements. Each collection device is authenticated by FCS prior to downloading data. FCS can limit data access based on the utility's organizational structure and individual employee rights. Upper-level managers may view all data, while office employees see only data relevant to their office. FCS has the ability to read and interact with Itron's latest generation radio-based endpoints in an enhanced security mode where radio transmissions are encrypted and authenticated enhancing security for utilities and their customers.

Increased Field Safety

When used for automated meter reading, FCS enhances employee safety by significantly reducing encounters with potential obstacles such as dogs, irate customers, especially important when reading meters and disconnecting services. FCS also enables the employee to locate the meter efficiently. Account and meter-specific information can be proactively

displayed on the collection devices to provide updates or cautions to meter readers along their route. Meter readers can be notified of this critical information using audible tones or through handheld vibration for the hearing impaired and to avoid potentially alerting dogs to their presence.

Reduced Operational and Equipment Costs

With its IP-based communications, FCS can download routes and upload data from any data collection device given a connection to the utility network. These features eliminate the need for dedicated PCs at every utility office. The FCS software horizontal scaling architecture allows utilities to accommodate an expanding utility and customer base by adding additional servers, rather than replacing existing servers with bigger, more expensive servers. Also, with the ability to set more than 400 processing options, utilities can deploy FCS without costly internal IT or third-party software customizations. When using the FC300 handheld, a utility has access to multiple applications on a single tool for improved workforce automation and field service.

Increased Operational Efficiency

Automated meter reading is significantly faster and more reliable than traditional key-in meter reading, reducing the number of resources devoted to meter reading and reducing the number of attempts to access a meter due to locked gates, dogs and other meter reading obstacles. Through its seamless communications with data collection devices, FCS provides meter readers with the information that enables them to quickly find and process electricity, gas and water meters. FCS and the

multi-purpose FC300 handheld computer enable field employees to perform a variety of tasks allowing the utility to do more with less. Enhanced FCS reports provide managers multiple export formats and data that is automatically summed by office and cycle. FCS collects, stores and matches out-of-route readings to unprocessed meters reducing work dispatched to the field by exploiting readings already collected. When combined with datalogging, telemetry and other capabilities, FCS reduces special trips to the field and gives the field employee the tools to use that time to perform other valuable work.

Guaranteed Investments

FCS guarantees that your current investment in Itron technologies will be protected going forward. FCS is compatible with all Itron mobile collection systems, the FC300 and FC200 handheld computers, all models Itron's industry-leading AMR endpoints, and Itron telemetry endpoints. FCS and Itron advanced endpoints allow the utility to take advantage of AMR and even AMI features today then migrate to a fixed network system for all or just some of the utility territory. This unique combination of backwards compatibility and migration features enables the utility to get the most from investments made in the past, exploit new technology now and perfectly position the utility for the future. Itron's commitment to the scalability and extensibility of our software means that no matter where your business is with respect to AMR, AMI or Smart Grid adoption, Itron's solutions can take you where you want to go.



Itron is a global technology company. We build solutions that help utilities measure, manage and analyze energy and water. Our broad product portfolio includes electricity, gas, water and thermal energy measurement and control technology; communications systems; software; and professional services. With thousands of employees supporting nearly 8,000 utilities in more than 100 countries, Itron empowers utilities to responsibly and efficiently manage energy and water resources.

Join us in creating a more resourceful world; start here: www.itron.com

CORPORATE HEADQUARTERS

2111 N Molter Road
Liberty Lake, WA 99019
USA

Phone: 1.800.635.5461
Fax: 1.509.891.3355

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Itron Analytics Customer Web Portal

Itron Analytics offers utilities' customers access to their own electricity, gas and water consumption information via a customer web portal.

- » Allows end-use customers to log-on and view their consumption on a yearly, monthly, daily, and interval basis
- » Ability for customer to view their consumption against similar customers in their area. Attributes including similar lot size, zip code, or other utility-defined criteria may be used
- » Ability for the end customer to set target consumption and be notified via email/text when limit is within a certain percentage (20% default), as well as notification when it has been exceeded

The Itron Analytics customer service representative (CSR) application and the customer web portal use the same stored data and consistent design. Whether viewing trended data over the last six months, or over the last three years, the CSR experience and the customer experience will be similar. This simplifies customer interaction with the CSR and leads to improved customer satisfaction.

The Itron Analytics customer web portal also offers utilities the ability to transmit broadcast messages, such as boil orders, rate changes, conservation initiatives and more. The web portal is available to customers through a PC or through their mobile devices, such as iPhones, iPads and Android devices.

In addition to its intuitive, user friendly interface, the customer portal has a built-in automated help system that eliminates the need for any customer training.



Customer Web Portal



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100W + Leak Sensor

The American Society of Civil Engineers estimates that seven billion gallons of water go unaccounted for every day in the U.S. alone. This can be attributed, in part, to the accuracy of the water meters in older systems. But more commonly, a good portion of this unaccounted for water is the result of leaking pipes and aging infrastructure.

Integrated Technology

With Itron's 100W ERT® module + Leak Sensor, utilities now have a new approach to distribution system maintenance at their fingertips. The 100 ERT module, when deployed with an integrated Leak Sensor, monitors the utility's entire distribution system around the clock, acoustically surveying the integrity of the system. The 100W + Leak Sensor helps utilities find small leaks before they become large, costly leaks for the utility.

The 100W ERT module offers advanced capabilities such as full two-way communications to the meter and time-synchronized interval meter data. Itron's data collection technology provides utilities with absolute flexibility, whether deployed in an Advanced Metering Infrastructure (AMI) environment, an Automated Meter Reading (AMR) environment, in walk-by situations or in environments where a hybrid solution makes the most sense depending on what best fits the utilities business needs.

The 100W ERT module connects to a Leak Sensor via an in-line connector and is completely waterproof. Leak detection data can be gathered using either an FC300SR for walk-by downloading of data, Mobile Collector 3 (MC3) or Mobile Collector Lite (MCLite) for mobile AMR, or via Itron AMI fixed networks.

The level of flexibility with the 100W + Leak Sensor means it can be used as a stand-alone leak detection system unattached to a water meter in either AMI fixed network, or AMR mobile environments.

Leak Data

The 100W ERT module collects and stores the data from the Leak Sensor. The Leak Sensor samples the pipe conditions every 22.5 minutes or 64 times daily. The 100W stores the eight quietest analyses daily and will hold 20 days worth of data. This data is picked up during normal meter reading operations and seamlessly transfers the data to our hosted Web-based solution, mlogonline.

Revenue Protection

Implementing a Water Loss Program gives a utility the ability to find revenue that is lost through leaks in their system. Finding and repairing these leaks provides real revenue savings by reducing the amount of water the utility either has to pump or buy.

With the 100W + Leak Sensor system, utilities can protect their water revenues, with the potential to save hundreds of thousands of dollars each year.

Water Meter Compatibility

The 100W + Leak Sensor is compatible with industry-leading water meters from Itron—as well as those from all major manufacturers, enabling water utilities to consolidate all their water meters under a single system.

Superior Performance

The 100W + Leak Sensor utilizes 120 radio channels in fixed network mode and 50 radio channels in mobile and handheld modes, randomly selecting one channel for each data message. The 100W ERT module will transmit the Fixed Network consumption messages at peak radiated power greater than 1 Watt.

Reliability

100W ERT modules feature a circuit assembly and battery pack that are fully encapsulated within a specially-formulated potting material to completely protect internal components from water, contaminants, corrosion, rough handling and temperature cycling.

Lower Cost of Ownership

100 Series devices feature industry-leading 20 year battery life, ensuring your meter data collection investment achieves substantially better financial returns than competing products with batteries that typically last only 10 or 12 years.

BENEFITS

The 100W + Leak Sensor solution delivers unprecedented leak detection capabilities including:

- » Advanced acoustic leak detection monitoring and meter data collection in a compact form for easy field installation and lower cost of ownership
- » Automated capture and data transmission of actual vibration recordings to the utility for advanced analysis and applications, rather than simple yes/no flags
- » Historical leak detection data for interpretation, prioritization and leak mitigation

100W SPECIFICATIONS

100 Series ERT Module

The 100W ERT module is available in two housing designs, supporting both water pit and remote installations.

- » 100W is to be utilized with encoder registers in a pit environment
- » 100WP for pulser registers in a pit environment
- » 100W-R for encoder registers in remote applications
- » 100WP-R for with pulser registers in remote applications

Functional

- » Power Source: Two “AA” cell lithium batteries warranted for 20 years
- » Maximum meter register pulse frequency (pulse version only): 4 Hertz
- » Operating temperature:
 - -40°C to +70°C for remote applications
 - -20°C to +60°C for pit applications
- » Storage temperature: -40°C to + 75°C for maximum of 1,000 hours
- » Humidity limits: 0 to 100% (submersible)
- » Maximum register cable dimension: 300 feet with Itron-approved cable and splice connectors
- » Meter compatibility: See Water Endpoint Meter Compatibility Guide (PUB-0063-002)

Transmission Parameters

- » Data message:
 - Multiple RF channel transmissions of meter register value, cut cable and or communication error tamper(s), reverse flow (encoder version only) and system leak status messages, as well as low battery indicator is transmitted every nine seconds in mobile mode. All this information and last seven time synchronized consumption intervals are transmitted every five minutes along with a contingency SCM (Standard Consumption Message) every 60 seconds in fixed network mode.
- » Transmitter frequencies:
 - 908–924 MHz (Standard Power) in mobile mode
 - 923–926.8 MHz (High Power) in fixed network mode
 - Operates in bubble-up mode and does not require a license from the Federal Communications Commission (FCC) or Industry Canada (IC)
 - FCC Part 15.247
 - Industry Canada RSS-210

Approved Reading Devices for Collecting Datalogging Reads

- » Network system: Itron Fixed Network 100 Collectors and Repeaters (CCU 100 and Repeater 100) which offer full two-way communication capability
- » Drive-by system:
 - MC3 with MV
 - RS v8.0 or higher and FCS with v2.2 or higher
 - MCLite with MV
 - RS v8.1 or higher and FCS with v2.3 or higher
- » Walk-by system:
 - FC300 with SRead handheld computers with MV-RS v8.1 or higher and FCS with v2.3 or higher
 - FC200SR (part number FC2-0005-004 or FC2-0006-004 will support datalogging) handheld computer with MV-RS v8.1 or higher and FCS with v2.3 or higher

Approved Reading Applications

Multi Vendor Reading System (MV-RS) version 8.1 or higher software can read the 100W Standard Consumption Message (SCM) and Datalogging with the following reading devices:

- » MC3 version 3.3 or higher
- » Multi Vendor Reading System (MV-RS) version 8.2 or higher software can read the 100W Standard Consumption Message (SCM) and Datalogging with the following reading devices: MC3 version 3.3 or higher, FC200SR, FC300SR and MCLite
- » Field Collection System (FCS) version 2.2 or higher software
- » 900 MHz Belt Clip Radio with Field Deployment Manager (FDM) version 1.1 or higher software

Approved Programming Devices

- » FC200SR with Field Deployment Manager (FDM) version 1.1 or higher software
- » FC300SR with Field Deployment Manager (FDM) version 1.1 or higher software
- » 900 MHz Belt Clip Radio Field Deployment Manager (FDM) version 1.1 or higher software

The 100W encoder version does not require any programming—it automatically detects the register type within one hour of being connected. 100W ERT modules do not require a FCC license.

Programmable Mode Options

- » Mobile/Handheld Mode
 - This is the standard mode in which all 100W ERT modules will be shipped. This mode should be utilized when mobile or handheld meter reading will be the primary method of collecting the Standard Consumption Message (SCM) or datalogging reads
 - The SCM will bubble-up in this mode every 9 sec. at standard power optimized for mobile read rate performance
 - The battery life for this mode is 20 years
- » Fixed Network (FN) Mode
 - This mode is to be utilized when fixed network will be the method of meter data collection
 - A high power Network Interval Message (NIM) will be transmitted every 5 minutes with a contingency SCM message transmitted every minute at standard power
 - FN mode can be programmed at the factory, during installation with an approved handheld device or through mobile application after initial installation and programming
 - The battery life for this mode is 20 years
- » Hard-to-Read Mobile/Handheld Mode
 - This mode should only be used when communication modules are installed in difficult to read locations where standard mobile mode is not sufficient for satisfactory reading performance
 - This mode will bubble-up an SCM at 30 seconds with high power output to optimize performance of these unique applications
 - The battery life of this mode is greater than 10 years
- » High Power Mobile Mode
 - This mode should be used when communication modules are installed in difficult to read environments where there is a high concentration of unfriendly RF and where standard mobile mode is not sufficient for satisfactory reading performance
 - This mode will bubble-up and SCM at 60 seconds with a higher power output to optimize performance of these unique applications
 - Battery life for this mode is 20 years

100W & 100WP Pit Dimensions

- » Height: 4.5 inches
- » Maximum diameter:
 - Lower: 3.90 inches
 - Upper: Approx. 1.70 inches
- » Weight: Approx. 9.6 oz.
- » Module cable length without integral connector: 5 feet and 20 inches (for register direct mounting)
- » In-line connector register cables: 5 feet and 25 feet (ordered separately)
- » Pit models can be installed up to 300 Ft from meter

100WR & 100WP-R Remote Dimensions

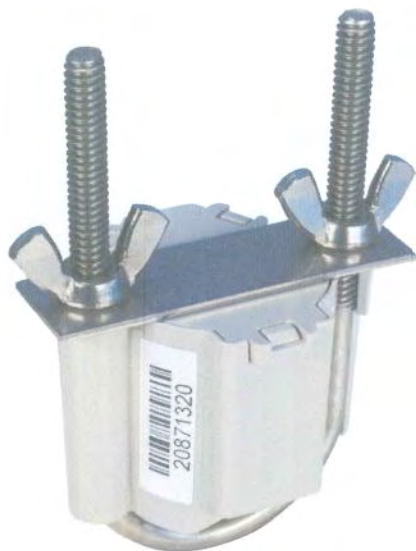
- » Height: 4.5 inches
- » Width: 5.05 inches
- » Depth: 1.47 inches
- » Weight: Approx. 9.6 oz.
- » Module cable length 10 inches
- » Remote models can be installed up to 300 ft. from meter

100W & 100WP Mounting Options

The 100W and 100WP models have a compact housing and features specifically designed for water pit mounting options.

- » Direct-mount for Badger, Elster and Hersey meters
- » Rod-mount on a ½ inch diameter fiberglass or other non-metallic rods
- » Shelf-mount for pit lid manufactures that contain recessed cavity on the underside of the pit lid
- » Through-the-lid mounting with a pre-drilled 1.75 inch hole and up to 2.5-inch maximum lid thickness
- » Direct-mount to any flat surface with screw kit
- » The 100W-R and 100WP-R models are designed for remote mounting applications
- » Wall-mount for installation to the side of residence or building using screw kit
- » Pipe-mount for installation on pipe sizes from ¾ inch up to 4 inch
- » Direct-mount for Badger and Elster meters

*Hardware/Software upgrades/updates may be required



Leak Sensor

LEAK SENSOR SPECIFICATIONS

Sensing

- » Sensitivity: 1V/g
- » Range: Up to ± 300 linear feet of pipe
- » Bandwidth: 10Hz – 1,000Hz Power
- » Source: Powered by the 100W ERT module

100W Functional Specifications

- » 100W Power Source: Two “AA” cell lithium batteries warranted for 20 years
- » Maximum meter register pulse frequency (pulse version only): 4 Hertz

- » Operating temperature:
 - -40°C to +70° C for remote applications
 - -20°C to +60° C for pit applications
- » Storage temperature: -40°C to + 75°C for maximum of 1,000 hours
- » Humidity limits: 0 to 100% (submersible)
- » Maximum register cable dimension: 300 feet with Itron-approved cable and splice connectors
- » Meter compatibility: See Water Module Meter Compatibility Guide (PUB-0063-002)

Leak Sensor

- » Operating temperature: -10° to +50° Celsius
- » Operating humidity: Up to 100% relative humidity
- » Product identification: Numeric and bar-coded serial number
- » Exposure rating: Sealed, water proof and submersible IP68
- » Housing: Molded glass-filled polycarbonate
- » Weight: 1.5 ounces (45g)
- » Dimensions: 1.2 x 1.5 (diameter) inches (3.0 x 3.8 cm)
- » Installation options: Sensor is installed permanently either indoors or outdoors on the water service pipe, usually near a water meter on the service line with a u-bolt, back plate and wing nuts
- » Can be mounted on service lines up to 2” in diameter



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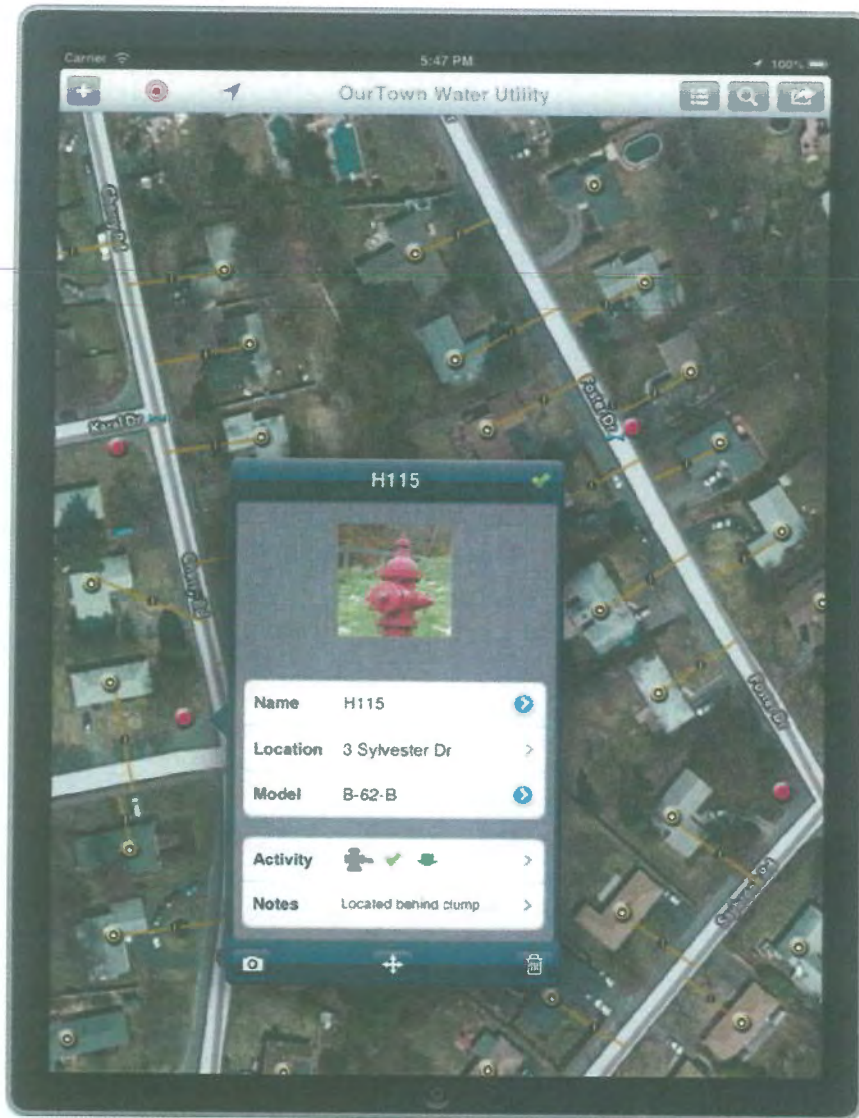
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WaterPoint Network



How to
manage a
water utility
today

WaterPoint Network transforms the day-to-day management of the water utility, enabling real-time decisions in a real-time world.

- Register & map assets
- Track activities
- Schedule work orders
- Communicate anywhere

waterpoint
network

Who. What. When. Where.

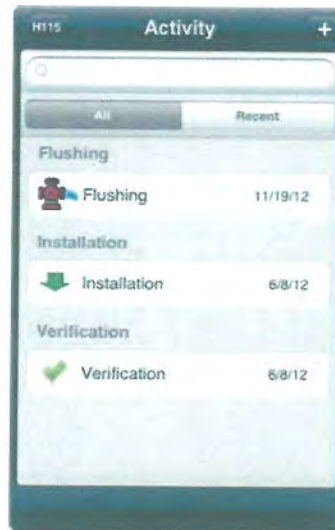


Assets

Map location of utility assets: pipes, hydrants, valves, meters and water sources.

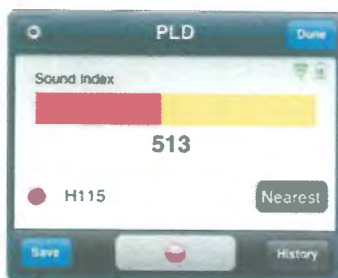
Asset information is always at your fingertips: location, manufacturer, model, photos, associated activities and notes.

waterpoint
network



Activities

Track all maintenance activities, like hydrant flushing, repairs and installations, and log events, like water leaks and pipe breaks.



Recording using WaterPoint Pipeline Leak Detector (PLD)

Leak Detection

WaterPoint leak detection equipment enables the utility to manage leak surveys and pinpoint, store and share recordings in real-time, all within WaterPoint Network.



Tasks

Send work orders to field crews and track job status, materials and cost.



WPN Plan Benefits

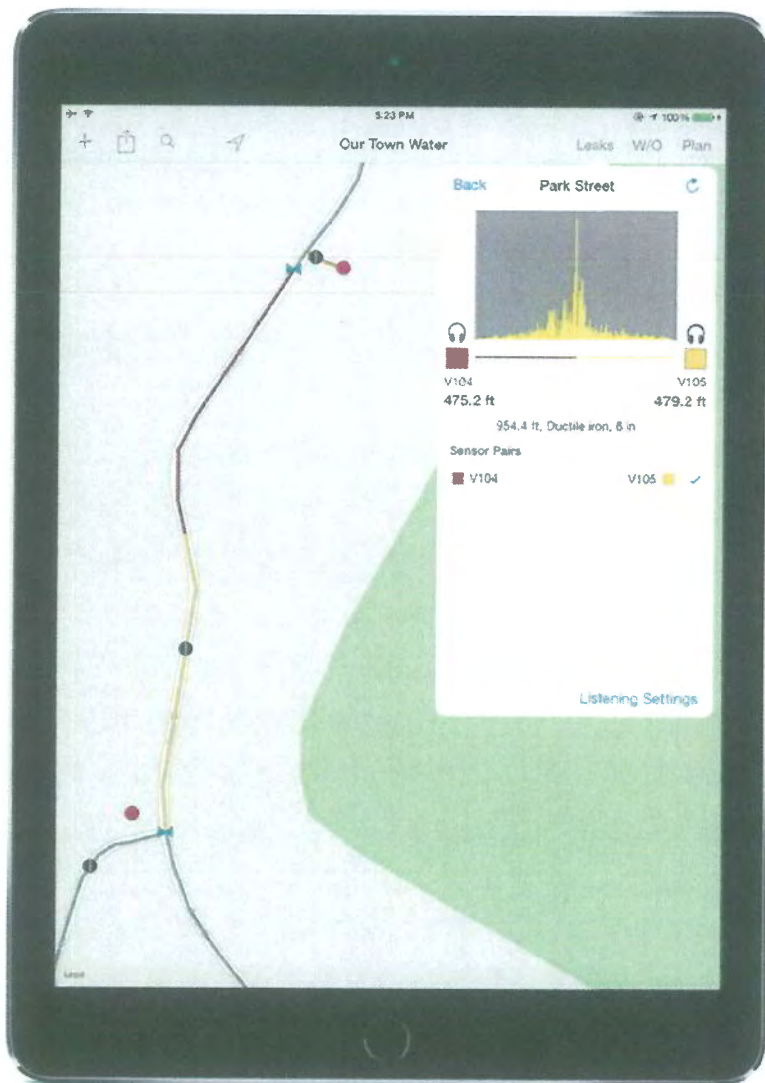
- Training & support
- Multi-user synchronization
- Secured data backup
- Data export
- Data restoration

64seconds

945 Concord Street
Framingham, MA 01701
508.620.4768
508.371.3433 (fax)
www.sixtyfourseconds.com

Contact your 64seconds representative today
for more information.

WaterPoint LNC

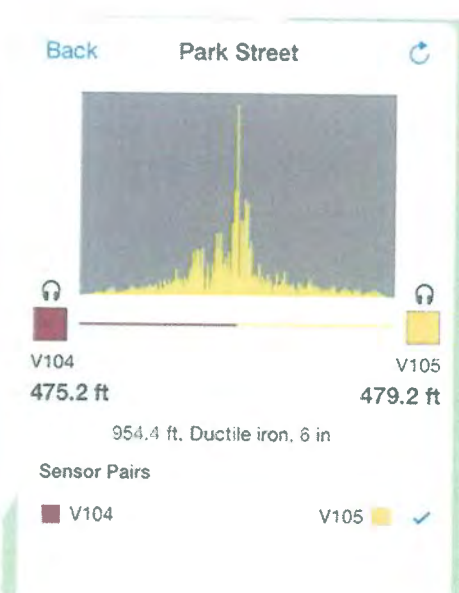
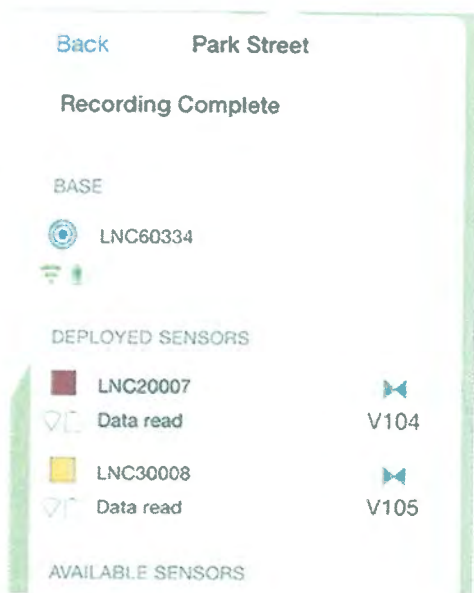


Pinpoint
Pipeline Leaks,
Manage Assets
and Organize
Field Work on
Your iPad ...

... and Save It
All to the Cloud

waterpoint
LNC

Deploy > Pinpoint > Cloud



Deploy

Tap on the iPad map to place LNC Sensors at their locations on the pipe network, usually hydrants or valves. LNC Sensors communicate wirelessly with the iPad via the LNC Base.

Pinpoint

Leaks are pinpointed using the map information and advanced signal processing of the Sensor recordings. Exact leak locations are shown by color-coding pipes on the map.

WPN Cloud Server

LNC data is always stored on the iPad and can be shared via the WPN Cloud Server. 64seconds is your virtual consultant.



waterp^{int}
LNC

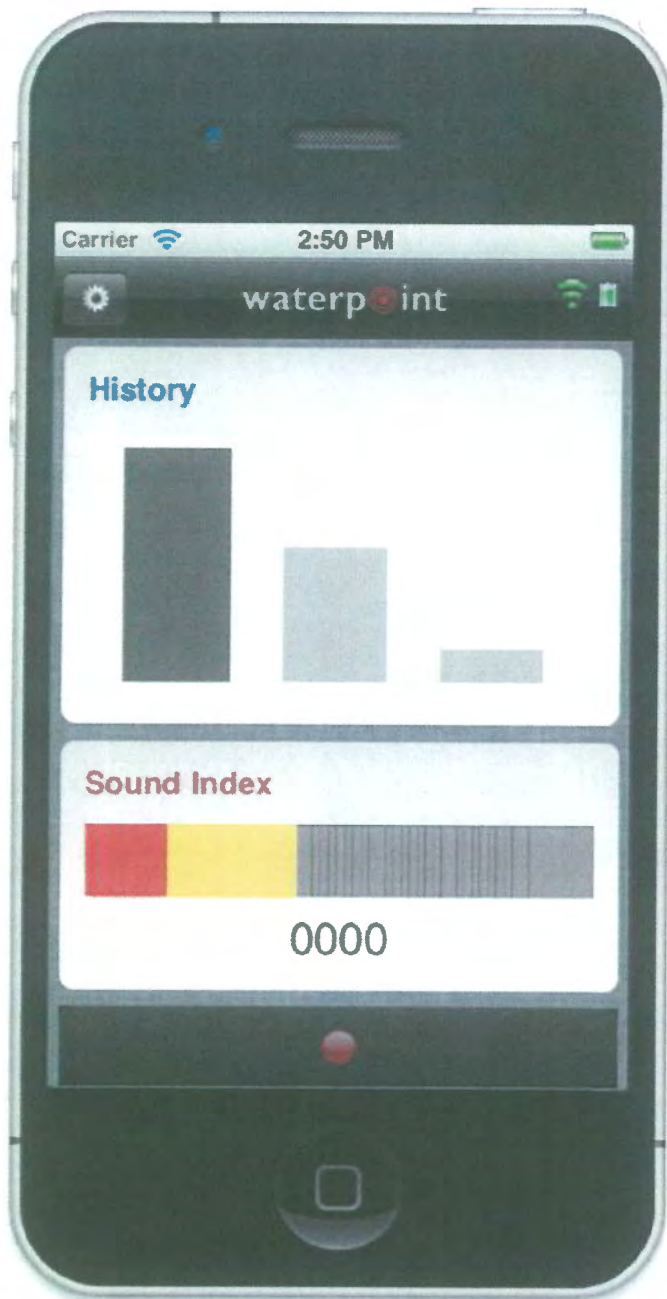
In the Box:

- 2-4 LNC Sensors
- LNC Base, manages communication
- LNC Dock, recharges Sensors
- LNC Stage, for direct asphalt recording
- Protective & eyebolt sensor caps
- Power supply & auto USB adapter
- Cables & carabiners, for chambers

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945 Concord Street
Framingham, MA 01701
508.620.4786/508.371.3433 (fax)
sales@sixtyfourseconds.com

Contact your 64seconds representative today
for more information.



waterp@int
PLD

Leak Detection
has a new
attitude...

and precision.

The all new WaterPoint PLD records and analyzes sounds from underground pipelines using the WaterPoint PLD App for iPod Touch/iPhone. Dynamic, high resolution audio processing allows mobile users to discover and pinpoint leaks faster and easier than ever before.

Fast. Clear. Accurate.



waterpoint PLD

Each WaterPoint PLD system includes:

- Sensing Unit
- Detachable handle rod extension
- Detachable eyebolt lifter
- Base stand
- Short contact probe
- Apple iPod Touch™ with protective case
- Rugged, noise attenuating headphones
- Rugged, Pelican iStorm™ carrying case
- Recharging cables for office & auto
- User's Guide
- One year limited warranty¹

¹ Except iPod Touch which is covered under Apple 90 day warranty.

The WaterPoint PLD is mobile leak detection for everyone.

- Advanced sensor with crystal clear sound
- High resolution signal processor removes unwanted noise, zeroing in on the leak sound
- Frequency boosting detects otherwise inaudible sounds from plastic pipes and ground surfaces
- Intelligent volume level
- Touch filter settings: Contact, Ground, Plastic Pipe
- Playback of leak sounds from last 3 locations
- Wireless communication via Wi-Fi 802.11
- Lithium ion, rechargeable battery



64seconds

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Badger Meter

E-Series® Ultrasonic Meter

Cold Water Stainless Steel Meter, 5/8", 5/8" x 3/4", 3/4" and 1"
NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

The E-Series® Ultrasonic meter uses solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information—such as rate of flow and reverse flow indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

Offered in four sizes and lay lengths, the Ultrasonic meter features:

- Minimum extended low-flow rate lower than typical positive displacement meters.
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

The Ultrasonic meter is available with a wired lead, in-line connector or fully prewired to AMR/AMI devices.

APPLICATIONS

Use the Ultrasonic meter for measuring potable cold water in residential, commercial and industrial services. The meter is also ideal for non-potable, reclaimed irrigation water applications or less than optimum water conditions where small particles exist.

The Ultrasonic meter complies with applicable portions of ANSI/AWWA Standard C700 and NSF/ANSI Standard 61, Annex G. There is currently no AWWA standard that specifically addresses ultrasonic meters for residential applications.

OPERATION & PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD display shows total volume and alarm conditions and can toggle to display rate of flow.



In the normal temperature range of 45...85° F (7...29° C), the Ultrasonic “new meter” consumption measurement is accurate to:

- $\pm 1.5\%$ over the normal flow range
- $\pm 3.0\%$ from the extended low flow range to the minimum flow value

CONSTRUCTION

E-Series Ultrasonic meters feature a stainless steel, lead-free meter housing, an engineered polymer and stainless steel metering insert, a meter-control circuit board with associated wiring, LCD, and battery. Wetted elements are limited to the pressure vessel, polymer/stainless steel metering insert and the transducers. The electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is permanently attached to the meter housing. The transducers extend through the stainless steel housing and are sealed by O-rings.

The metering insert holds the stainless steel ultrasonic reflectors in the center of the flow area, enabling turbulence-free water flow through the tube and around the ultrasonic signal reflectors. The metering insert's patented design virtually eliminates chemical buildup on the reflectors, ensuring long-term metering accuracy.

METER INSTALLATION

The meter is completely submersible and can be installed using horizontal or vertical piping, with flow in the up direction. The meter will not measure flow when an “empty pipe” condition is experienced. An empty pipe is defined as a condition when the flow sensors are not fully submerged.

SPECIFICATIONS

E-Series Ultrasonic Meter Size	5/8" (15 mm)	5/8" x 3/4" (15 mm)	3/4" (20 mm)	1" (25 mm)
Operating Range	0.1...25 gpm	0.1...25 gpm	0.1...32 gpm	0.4...55 gpm
Extended Low-Flow Rate	0.05 gpm	0.05 gpm	0.05 gpm	0.25 gpm
Maximum Continuous Operation	25 gpm	25 gpm	32 gpm	55 gpm
Pressure Loss	4.3 psi at 15 gpm	2.3 psi at 15 gpm	2.0 psi at 15 gpm	1.8 psi at 25 gpm
Reverse Flow - Maximum Rate	4.0 gpm	4.0 gpm	4.0 gpm	9.0 gpm
Operating Performance	In the normal temperature range of 45...85° F (7...29° C), new meter consumption measurement is accurate to: <ul style="list-style-type: none"> • ±1.5% over the normal flow range • ±3.0% from the extended low flow range to the minimum flow value 			
Storage Temperature	- 40...140° F (- 40...60° C)			
Maximum Ambient Storage (Storage for One Hour)	150° F (72° C)			
Measured-Fluid Temperature Range	34...140° F (1°...60° C)			
Humidity	0...100% condensing; meter is capable of operating in fully submerged environments			
Maximum Operating Pressure of Meter Housing	175 psi (12 bar)			
Register Type	Straight reading, permanently sealed electronic LCD; digits are 0.28" (7 mm) high			
Register Display	<ul style="list-style-type: none"> • Consumption (up to nine digits) • Rate of flow • Alarms • Unit of measure factory programmed for gallons, cubic feet and cubic meters 			
Register Capacity	<ul style="list-style-type: none"> • 10,000,000 gallons • 1,000,000 cubic feet • 100,000 cubic meters 			
Totalization Display Resolution	<ul style="list-style-type: none"> • Gallons: 0.XX • Cubic feet: 0.XXX • Cubic meters: 0.XXXX 			
Battery	3.6-volt lithium thionyl chloride; battery is fully encapsulated within the register housing and is not replaceable; 20-year battery life			

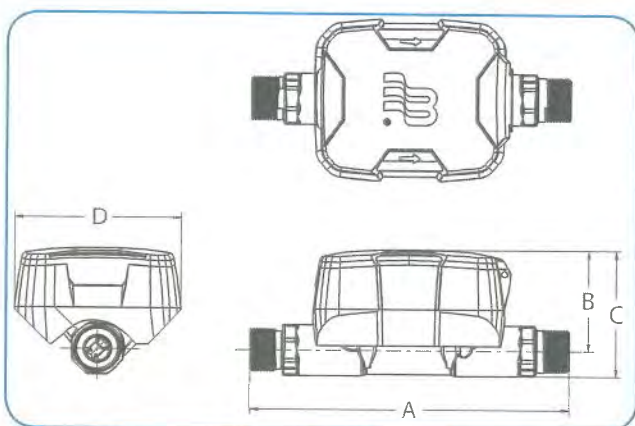
MATERIALS

Meter Housing	316 stainless steel
Measuring Element	Pair of ultrasonic sensors located in the flow tube
Register Housing & Lid	Engineered polymer
Metering Insert	Engineered polymer & stainless steel
Transducers	Piezo-ceramic device with wetted surface of stainless CrNiMo

PHYSICAL DIMENSIONS

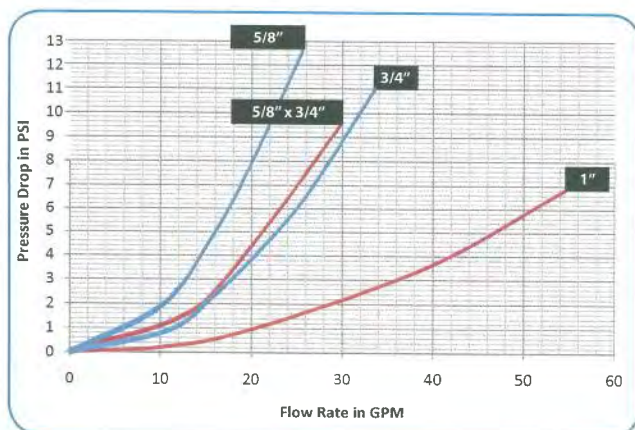
E-Series Ultrasonic Meter Size	5/8" (15 mm)	5/8" x 3/4" (15 mm)	3/4" (20 mm)	1" (25 mm)
Size Designation X Lay Length	5/8" x 7-1/2"	5/8" x 3/4" x 7-1/2"	3/4" x 7-1/2" or 3/4" x 9"	1" x 10-3/4"
Weight (without AMR)	2.2 lb	2.1 lb	3/4" x 7-1/2" : 2.1 lb 3/4" x 9" : 2.4 lb	3.1 lb
See illustration below for Measurement Designations.				
Length (A)	7.5"	7.5"	7.5" or 8.98"	10.745"
Height (B)	2.404"	2.404"	2.404"	2.529"
Height (C)	3.014"	3.014"	3.094"	3.359"
Width (D)	3.898"	3.898"	3.898"	3.898"
Bore Size	5/8"	3/4"	3/4"	1"
Coupling Nut & Spud Thread	3/4" x 14 NPSM	1" x 11-1/2 NPSM	1" x 11-1/2 NPSM	1-1/4" x 11-1/2 NPSM
Tailpiece Pipe Thread (NPT)	1/2"	3/4"	3/4"	1"
Service Pipe Thread (NPT)	1/2"	3/4"	3/4"	1"

Measurement Designations



PRESSURE LOSS CHART

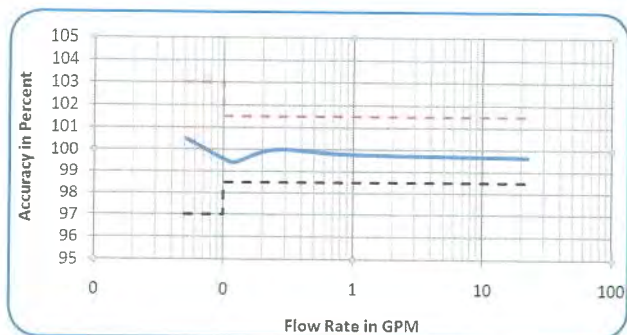
Rate of Flow in Gallons per Minute (gpm)



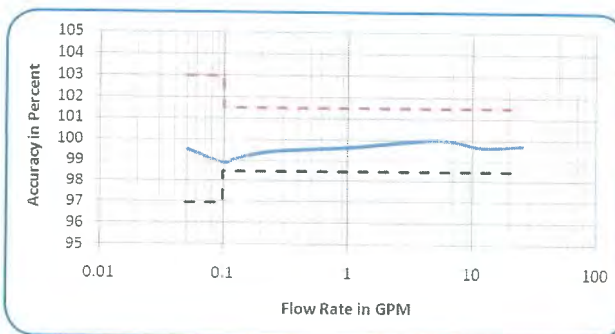
ACCURACY CHARTS

Rate of Flow in Gallons per Minute (gpm)

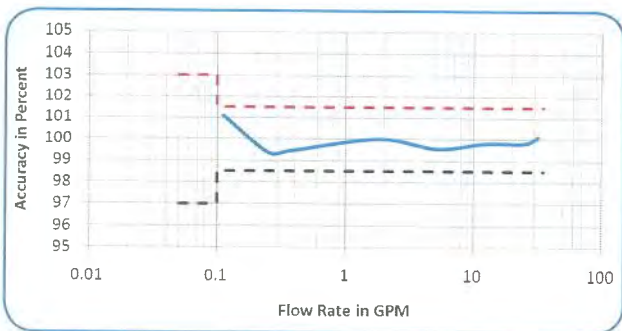
5/8" Meter



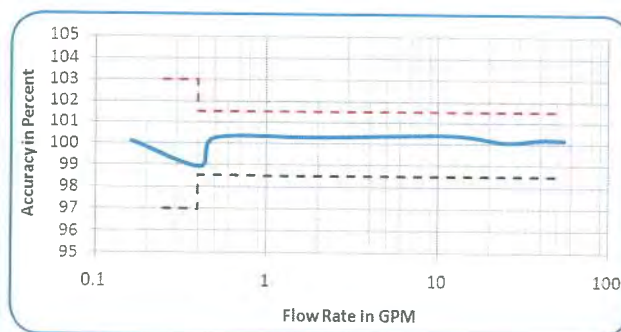
5/8" x 3/4" Meter



3/4" Meter



1" Meter



Making Water Visible®

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www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
 Mexico | Badger Meter de las Americas, S.A. de C.V. | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | Mexico | +52-55-5862-0882
 Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
 Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing L, Office #C209 | Dubai / UAE | +971-4-371 2503
 Czech Republic | Badger Meter Czech Republic s.r.o. | Mělnická 2082/26 | 621 00 Brno, Czech Republic | +420-5-41430411
 Slovakia | Badger Meter Slovakia s.r.o. | Raciánska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63464836
 China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

Legacy Document Number: ESM-T-01-EN



Badger Meter

E-Series® Ultrasonic Meter

Cold Water Stainless Steel Meter, 1-1/2" and 2"
NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

The E-Series® Ultrasonic meter uses solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information—such as rate of flow and reverse flow indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

The Ultrasonic 1-1/2" and 2" meters feature:

- Minimum extended low-flow rate lower than typical positive displacement meters.
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

The Ultrasonic meter is available with a wired lead, in-line connector or fully prewired to AMR/AMI devices.

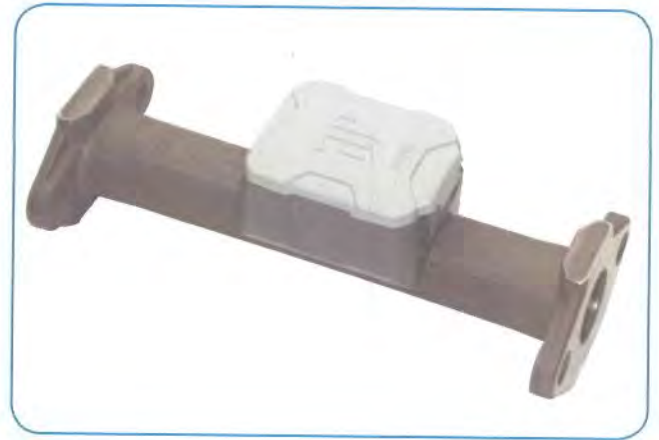
APPLICATIONS

Use the Ultrasonic meter for measuring potable cold water in residential, commercial and industrial services. The meter is also ideal for non-potable, reclaimed irrigation water applications or less than optimum water conditions where small particles exist.

The Ultrasonic meter complies with applicable portions of ANSI/AWWA Standard C700 and NSF/ANSI Standard 61, Annex G. There is currently no AWWA standard that specifically addresses ultrasonic meters for residential applications.

OPERATION & PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD display shows total volume and alarm conditions and can toggle to display rate of flow.



In the normal temperature range of 45...85° F (7...29° C), the Ultrasonic "new meter" consumption measurement is accurate to:

- $\pm 1.5\%$ over the normal flow range
- $\pm 3.0\%$ from the extended low flow range to the minimum flow value

CONSTRUCTION

E-Series Ultrasonic meters feature a stainless steel, lead-free meter housing, an engineered polymer and stainless steel metering insert, a meter-control circuit board with associated wiring, LCD, and battery. Wetted elements are limited to the pressure vessel, the polymer/stainless steel metering insert and the transducers. The electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is permanently attached to the meter housing. The transducers extend through the stainless steel housing and are sealed by O-rings.

The metering insert holds the stainless steel ultrasonic reflectors in the center of the flow area, enabling turbulence-free water flow through the tube and around the ultrasonic signal reflectors. The metering insert's patented design virtually eliminates chemical buildup on the reflectors, ensuring long-term metering accuracy.

METER INSTALLATION

The meter is completely submersible and can be installed using horizontal or vertical piping, with flow in the up direction. The meter will not measure flow when an "empty pipe" condition is experienced. An empty pipe is defined as a condition when the flow sensors are not fully submerged.

SPECIFICATIONS

E-Series Ultrasonic Meter Size	1-1/2" (40 mm)	2" (50 mm)
Operating Range	1.25...100 gpm	1.5...160 gpm
Extended Low-Flow Rate	0.40 gpm	0.50 gpm
Maximum Continuous Operation	100 gpm	160 gpm
Pressure Loss at Maximum Flow	3.8 psi	5.2 psi
Reverse Flow – Maximum Rate	12 gpm	18 gpm
Operating Performance	In the normal temperature range of 45...85° F (7...29° C), new meter consumption measurement is accurate to: <ul style="list-style-type: none"> • ±1.5% over the normal flow range • ±3.0% from the extended low flow range to the minimum flow value 	
Storage Temperature	– 40...140° F (– 40...60° C)	
Maximum Ambient Storage (Storage for One Hour)	150° F (72° C)	
Measured-Fluid Temperature Range	34...140° F (1...60° C)	
Humidity	0...100% condensing; meter is capable of operating in fully submerged environments	
Maximum Operating Pressure of Meter Housing	175 psi (12 bar)	
Register Type	Straight reading, permanently sealed electronic LCD; digits are 0.28" (7 mm) high	
Register Display	<ul style="list-style-type: none"> • Consumption (up to nine digits) • Rate of flow • Alarms • Unit of measure factory programmed for gallons, cubic feet and cubic meters 	
Register Capacity	<ul style="list-style-type: none"> • 100,000,000 gallons • 10,000,000 cubic feet • 1,000,000 cubic meters 	
Totalization Display Resolution	<ul style="list-style-type: none"> • Gallons: 0.X • Cubic feet: 0.XX • Cubic meters: 0.XXX 	
Battery	3.6-volt lithium thionyl chloride; battery is fully encapsulated within the register housing and is not replaceable; 20-year battery life	

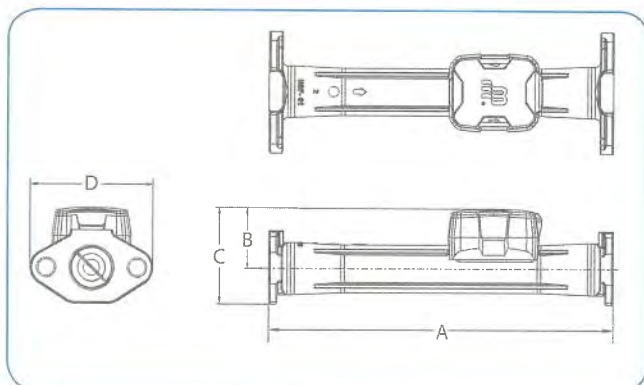
MATERIALS

Meter Housing	316 stainless steel
Measuring Element	Pair of ultrasonic sensors located in the flow tube
Register Housing & Lid	Engineered polymer
Metering Insert	Engineered polymer & stainless steel
Transducers	Piezo-ceramic device with wetted surface of stainless CrNiMo

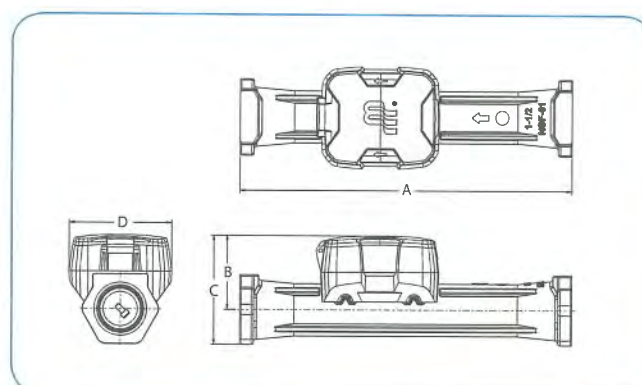
PHYSICAL DIMENSIONS

E-Series Ultrasonic Meter Size	1-1/2" (40 mm)	1-1/2" (40 mm)	2" (50 mm)	2" (50 mm)
Housing	Elliptical	HEX	Elliptical	HEX
Size Designation X Lay Length	1-1/2" x 13"	1-1/2" x 12.62"	2" x 17"	2" x 15.25"
Weight (without AMR)	8.2 lb	6.5 lb	11.9 lb	8.9 lb
See illustration below for Measurement Designations.				
Length (A)	13"	12.62"	17"	15.25"
Height (B)	2.80"	2.84"	3.01"	3.06"
Height (C)	4.55"	4.15"	4.76"	4.68"
Width (D)	5.50"	3.90"	6.08"	3.90"
Bore Size	1-1/2"	1-1/2"	2"	2"
Two-Bolt Elliptical Flange (AWWA)	1-1/2"	—	2"	—
Companion Flange	1-1/2"	—	2"	—
Internal Thread Size	—	1-1/2" NPT	—	2" NPT

Elliptical Measurement Designations

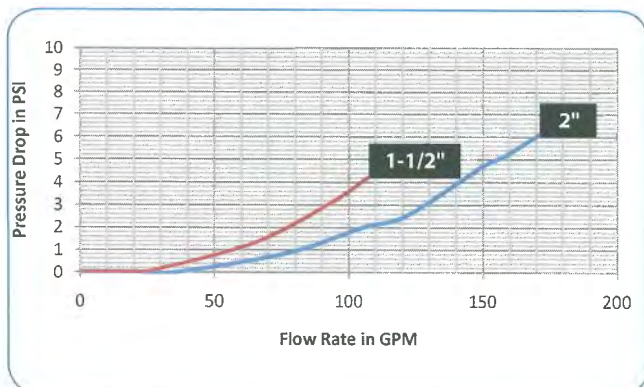


HEX Measurement Designations



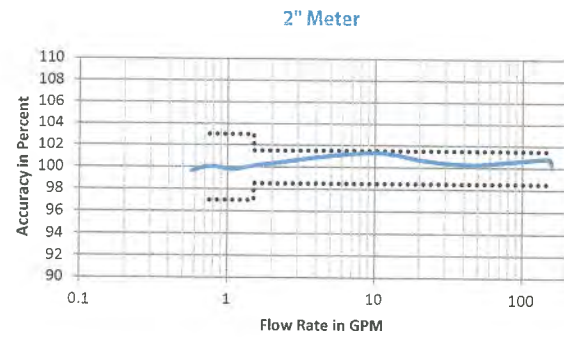
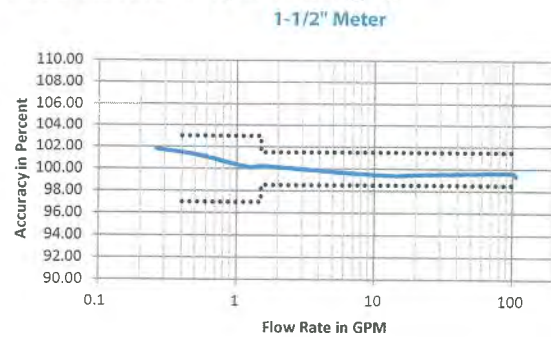
PRESSURE LOSS CHART

Rate of Flow in Gallons per Minute (gpm)



ACCURACY CHARTS

Rate of Flow in Gallons per Minute (gpm)



Making Water Visible®

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The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
 México | Badger Meter de las Américas, S.A. de C.V. | Pedro Luis Ogazon N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
 Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtinger Str. 76 | 72639 Neuffen | Germany | +49-7025-9208-0
 Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341 442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
 Czech Republic | Badger Meter Czech Republic s.r.o. | Markova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
 Slovakia | Badger Meter Slovakia s.r.o. | Rádianska 109/8 | S31 02 Bratislava, Slovakia | +421-2-44 63 83 01
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836
 China | Badger Meter | 2-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201103 | +86-21-57635412

Legacy Document Number: ESM-T-10-EN

evoQ₄ Electromagnetic Meter

Size 2" to 12"



The evoQ₄ is a single meter that meets the needs of traditional turbine, compound, single jet and magnetic meters.

Performance	Inches mm	2 50	3 80	4 100	6 150	8 200	10 250	12 300
> 95% Accuracy	GPM	0.25	0.6	1.7	4	8	32	32
	m3/hr	0.06	0.14	0.4	0.9	1.8	7.3	7.3
98.5% - 101.5% Accuracy	GPM	1-220	2-550	4-880	8-1400	16-3500	50-5500	65-5500
	m3/hr	0.23-50	0.5-125	0.9-200	1.8-318	3.6-795	11.4-1249	14.8-1249
Maximum flow	GPM	220	550	880	1400	3500	5500	5500
	m3/hr	50	125	200	318	795	1249	1249
Max. operating pressure	psi	230	230	230	230	230	150	150
	Bar	16	16	16	16	16	10	10

Materials

Body	Stainless steel grade 304
Flow tube	Stainless steel grade 316
Liner	Polyethylene epoxy
Electrodes	Stainless steel grade 316
Flanges	Epoxy coated cast iron
Register	Stainless steel with glass lens
Register housing/lid	UV-resistant plastic
Environmental class	IP68 hermetically sealed unit waterproof to 30 ft depth

Features

10 year continuous life	Benefits
No moving parts	No need for costly and time-consuming replacement
0.5 second sampling rate	Maintenance free
Wide measuring range	Highest accuracy
Simple installation	Suitable for all commercial applications
Pulse or encoder connectivity	No additional training required
AWWA lay lengths	Pre-equipped or retrofitted for your AMR and telemetry needs
IP68 sealed	Simple changeout
NSF61 Annex G listed	Provides long trouble-free life
	Zero lead contaminants

Operation

The evoQ₄ is a battery powered electromagnetic water meter that is suitable for a wide range of metering applications. Using Faraday's law of electromagnetic induction, two magnets provide a magnetic field within the pipe; two electrodes measure the induced voltage that is proportional to the flow of conductive water through the field in the pipe. Every 0.5 seconds the measurement is taken and the totalized volume is calculated and updated on the LCD display. The meter is designed for 10 years of continuous operation with no battery changes necessary.

Application

The meter is for use only with potable cold water up to 120°F. The meter will typically register at $\pm 0.75\%$ accuracy at normal and high flows and better than 95% accuracy at extended low flows. The evoQ₄ product line is suited for metering utility customer services for potable water. With the addition of outputs described below, the meter can fulfill a number of distribution management roles as well.

Pulse or encoder output

The meter can be fitted with a pulse output device that can be attached to a radio transceiver module or a data logger. The pulse output can be programmed in the factory to meet the needs of the utility. For utilities preferring encoded output technologies, an encoder module is available for interface with AMR or AMI systems.



Remote display

The meter can be fitted with a remote display. A two channelled output can provide both forward and reverse pulses.

Connections

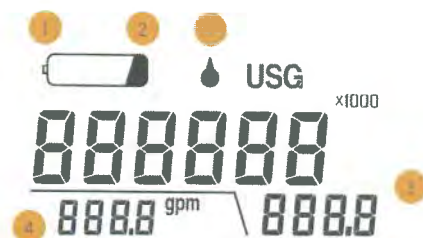
The evoQ₄ comes in AWWA C701 Class II Turbine meter lay lengths. The flanges are epoxy coated cast iron to reduce weight and prevent corrosion. The 2" comes with an oval flange and the 3"- 12" come with a round flange. All flanges conform to ANSI B16.1 Class 125 standards. Allow for 5 pipe diameters of straight pipe upstream and 3 pipe diameters of straight pipe downstream for optimum performance.

LCD

Bright, large and easy-to-read LCD incorporating totalized volume and a reference flow-rate indicator. Alarm functions provide in-situ status ensuring no loss in measuring continuity. An IP68 seal ensures the meter electronics are safely protected providing long term reliability.

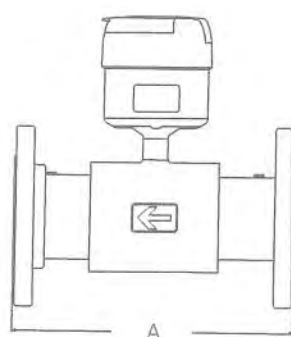
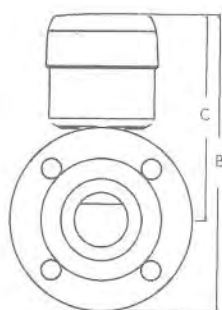
Display functions

- 1 **Low-Battery** – The indicator blinks when the meter has approximately 3 months working life remaining.
- 2 **End of Life Battery** – Measurement stopped. The indicator appears permanently when the meter life expires. Data is displayed for up to 9 months.
- 3 **No-Water** – The indicator blinks when there is an empty pipe condition.
- 4 **Flow Rate** – If water is flowing in the reverse direction a minus sign is displayed to the left of the value.
- 5 **Net Volume** – Any reverse flow is subtracted from the volume display. The top line displays billable units with the multiplier shown in upper right corner. Measurement resolution is provided in the lower right for testing.



Dimensions and net weight

Meter Size	A		B		C		Weight	
	in	(mm)	in	(mm)	in	(mm)	lbs	(kg)
2"	10	(254.0)	11.24	(285.5)	8.12	(206.2)	11.0	(5)
3"	12	(304.8)	12.27	(311.7)	8.52	(216.3)	22.5	(10)
4"	14	(355.6)	13.22	(335.8)	8.72	(221.5)	35.5	(16)
6"	18	(457.2)	15.32	(389.1)	9.82	(249.4)	55.5	(25)
8"	20	(508.0)	17.16	(435.9)	10.71	(272.0)	81.5	(37)
10"	17.75	(450)	19.50	(495.3)	11.50	(292.1)	120.0	(55)
12"	19.7	(500)	21.00	(533.4)	11.50	(292.1)	159.0	(72)



United States
Elster AMCO Water, LLC
10 SW 49th Avenue, Building 100
Ocala, FL 34474
T +1 800 874 0890
F +1 352 368 1950
watermeters@us.elster.com

Canada
Elster Canadian Meter Company Inc.
1100 Walker's Line, Suite 101
Burlington, Ontario L7N 2G3
T +1 866 703 7581
F +1 905 634 6705
watermeters@ca.elster.com

Caribbean
Elster AMCO Water, Inc
P.O. Box 225, Carretera 112 KM 2.3
Isabella, PR 00662
T +1 787 872 2006
F +1 787 872 5427
prwatermeters@pr.elster.com

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The company's policy is one of continuous product improvement and the right is reserved to modify the specifications contained herein without notice. These products have been manufactured with current technology and in accordance with applicable AWWA Standards

www.elsteramcowater.com

Lit Ref: evoQ₄/05-13

evoQ₄ RB Electromagnetic Meter with Replaceable Battery

Size 2" to 12"



The evoQ₄ is a single meter that meets the needs of traditional turbine, compound, single jet and magnetic meters.

Performance	Inches mm	2 50	3 80	4 100	6 150	8 200	10 250	12 300
> 95% Accuracy	GPM	0.25	0.6	1.7	4	8	32	32
	m ³ /hr	0.06	0.14	0.4	0.9	1.8	7.3	7.3
98.5% - 101.5% Accuracy	GPM	1-220	2-550	4-880	8-1400	16-3500	50-5500	65-5500
	m ³ /hr	0.23-50	0.5-125	0.9-200	1.8-318	3.6-795	11.4-1249	14.8-1249
Maximum flow	GPM	220	550	880	1400	3500	5500	5500
	m ³ /hr	50	125	200	318	795	1249	1249
Max. operating pressure	psi	230	230	230	230	230	150	150
	Bar	16	16	16	16	16	10	10

Materials

Body	Stainless steel grade 304
Flow tube	Stainless steel grade 316
Liner	Modified polyethylene
Electrodes	Stainless steel grade 316
Flanges	Epoxy coated cast iron
Register	Stainless steel with glass lens
Register housing/lid	UV-resistant plastic
Environmental class	IP68 hermetically sealed unit waterproof to 30 ft depth

Features

3 cell battery pack	Benefits
No moving parts	Extends meter functional life
0.5 second sampling rate	Maintenance free
Wide measuring range	Highest accuracy
Simple installation	Suitable for commercial billing applications
Pulse or encoder connectivity	No programming required
AWWA lay lengths	Pre-equipped or retrofitted for your AMR and telemetry needs
IP68 sealed	Simple changeout
NSF61 Annex G listed	Provides long, trouble-free life
	Zero lead contaminants

Operation

The evoQ₄ is a battery powered electromagnetic water meter that is suitable for a wide range of metering applications. Using Faraday's law of electromagnetic induction, two magnets provide a magnetic field within the pipe; two electrodes measure the induced voltage that is proportional to the flow of conductive water through the field in the pipe. Every 0.5 seconds the measurement is taken and the totalized volume is calculated and updated on the LCD display. The meter allows replacement battery pack exchanges.

Application

The meter is for use only with potable cold water up to 120°F. The meter will typically register at +/-0.75% accuracy at normal and high flows and better than 95% accuracy at extended low flows. The evoQ₄ product line is suited for metering utility customer services for potable water. With the addition of outputs described below, the meter can fulfill a number of distribution management roles as well.

Pulse or encoder output

The meter can be fitted with a pulse output device that can be attached to a radio transceiver module or a data logger. The pulse output can be programmed in the factory to meet the needs of the utility. For utilities preferring encoded output technologies, an encoder module is available for interface with AMR or AMI systems.



Remote display

The meter can be fitted with a remote display. A two channelled output can provide both forward and reverse pulses.

Connections

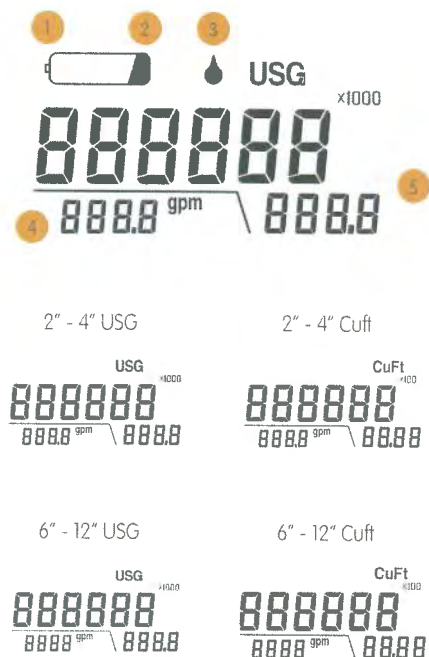
The evoQ₃ comes in AWWA C701 Class II Turbine meter lay lengths. The flanges are epoxy coated cast iron to reduce weight and prevent corrosion. The 2" comes with an oval flange and the 3" - 12" come with a round flange. All flanges conform to ANSI B16.1 Class 125 standards. Allow for 5 pipe diameters of straight pipe upstream and 3 pipe diameters of straight pipe downstream for optimum performance.

LCD

Bright, large and easy-to-read LCD incorporating totalized volume and a reference flow-rate indicator. Alarm functions provide in-situ status ensuring no loss in measuring continuity. An IP68 seal ensures the meter electronics are safely protected providing long term reliability.

Display functions

- 1 **Low-Battery** – The indicator will blink when the meter has approximately 3 months working life remaining.
- 2 **End of Battery Life** – Measurement stopped. The display will go blank. The last recorded value is retained in memory. When the battery is replaced, the meter and display will operate normally.
Typical life per replaceable battery pack:
2" to 4" - Ten years
6" - Seven years
8" to 12" - Five years.
- 3 **No-Water** – The indicator will blink when there is an empty pipe condition or no water in the meter.
- 4 **Flow Rate** – If water is flowing in the reverse direction a minus sign is displayed to the left of the value.
- 5 **Net Volume** – Any reverse flow will be subtracted from the volume display. The top line displays billable units with the multiplier shown in upper right corner. Measurement resolution is provided in the lower right for testing.



2" - 4" USG

2" - 4" CuFt

USG
8888888
8888 gpm \ 888.8

CuFt
8888888
8888 gpm \ 888.8

6" - 12" USG

6" - 12" CuFt

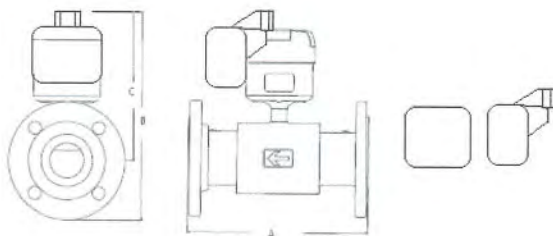
USG
8888888
8888 gpm \ 888.8

CuFt
8888888
8888 gpm \ 888.8



Dimensions and net weight

Meter Size	A		B		C		Weight	
	in	(mm)	in	(mm)	in	(mm)	lbs	(kg)
2"	10	(254.0)	11.07	(281.2)	9.07	(230.4)	11.5	(5.2)
3"	12	(301.6)	13.22	(335.7)	9.46	(240.4)	23.4	(10.6)
4"	14	(355.6)	14.16	(359.7)	9.66	(245.4)	36.6	(16.6)
6"	18	(457.2)	16.26	(413.1)	10.76	(273.4)	57.1	(25.9)
8"	20	(508.0)	18.11	(459.9)	11.35	(288.4)	83.6	(37.9)
10"	17.7	(450.0)	20.42	(518.6)	12.42	(315.4)	116.8	(52.9)
12"	19.7	(500.0)	21.92	(556.7)	12.42	(315.4)	155.4	(70.4)



United States
Elster AMCO Water, LLC
10 SW 49th Avenue, Building 100
Ocala, FL 34474
T +1 800 874 0890
F +1 352 368 1950
watermeters@us.elster.com

Canada
Elster Canadian Meter Company Inc
1100 Walker's Line, Suite 101
Burlington, Ontario L7N 2G3
T +1 866 703 7581
F +1 905 634 6705
watermeters@ca.elster.com

Caribbean
Elster AMCO Water, Inc
P.O. Box 225, Carretera 112 KM 2.3
Isabella, PR 00662
T +1 787 872 2006
F +1 787 872 5427
prwatermeters@pr.elster.com

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www.elsteramcowater.com

Lit Ref: evoQ₃RB/05-13

Standard Utility Guarantee for evoQ4™ Electromagnetic Water Meters (Potable Water Applications)

Scope of Guarantee

This guarantee applies to Elster AMCO Water, LLC, evoQ4 Electromagnetic Water Meters, shipped after February 28, 2014, when used in potable water under 120°F (50°C), in ambient temperatures not to exceed an average of 86°F (30°C), and otherwise used, stored, installed and maintained in accordance with Elster AMCO Water's published Technical Specifications. This guarantee applies exclusively to the original utility purchaser when the product is purchased from either Elster AMCO Water or an Elster AMCO Water authorized distributor ("Business Partner").

Materials and Workmanship

If used and installed as described herein, Elster AMCO Water guarantees the product covered by this guarantee to be free from defects in materials and workmanship for a period of 5 years after shipment by Elster AMCO Water or its authorized Business Partner.

Claims

Any Product that fails to meet the terms of the guarantee above will be repaired or replaced with equivalent or similar product, at the option of Elster AMCO Water, without additional charge to the original utility purchaser. The purchaser is responsible for removing the Product from service, returning it to the factory service center designated by Elster AMCO Water, providing a written or electronic (facsimile or e-mail) claim notice, and for freight costs to and from the service center. The purchaser is also responsible for reinstalling repaired or replaced product.

Optional Extended Warranty

The following extended warranty is offered for purchase and applies if purchased by the purchaser at the initial time of purchase of the Product covered by this guarantee.

After the expiration of the five (5) year warranty period above but before the eleventh anniversary of the date of shipment from Elster AMCO Water, for any Product that fails to perform in material accordance with the specifications in effect at the time of original product shipment, Elster AMCO Water will offer the purchaser the option of purchasing, at a discount, a replacement Product or other meter with equivalent or substantially similar features in accordance with the following table with the purchaser paying the percentage of the then applicable list price set forth in the column on the right that corresponds to the year from the date of shipment from Elster AMCO Water in which a claim is made hereunder set forth in the column on the left below:

Years from Shipment	Percentage of Current List Price to be Paid
Year 6	30%
Year 7	35%
Year 8	40%
Year 9	50%
Year 10	60%

The purchaser is responsible for removing the Product covered by the optional extended warranty from service, returning it to the factory service center designated by Elster AMCO Water, providing a written or electronic (facsimile or e-mail) claim notice, and for freight costs to the service center. The original utility purchaser is also responsible for reinstalling the Product.

This optional extended warranty offered herein shall not include, relate to or cover batteries inherent to the Product.

Limits of Liability

The warranties set forth in this document shall not apply: (a) to consumable parts, such as protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on parts; (c) to any failure, non-conformity or defect of the Product or component thereof caused by aggressive water or environmental conditions (including submersion in,



contaminated ground water or foreign matter in the environment; (d) to damage caused by use with another product; (e) to damage caused by accident, abuse, vandalism, deliberate tampering, theft, mishandling, misapplication misuse, fire, earthquake or other external cause; (f) to improper installation and/or damage caused by operating the Product outside Elster AMCO Water's published Technical Specifications; (g) to damage caused by services (including but limited to upgrades, maintenance, repairs and expansions) performed by anyone who is not a representative of Elster AMCO Water or authorised by Elster AMCO Water to undertake such work; (h) to a Product that has been modified to alter functionality or capability without the written permission of Elster AMCO Water; (i) to defects caused by normal wear and tear or otherwise due to the normal aging of the Product; (j) to negligent acts or omissions or malfeasance of the purchaser or any third party; (k) to damage to the Product caused by the purchaser or any third party or other conditions beyond the control of Elster AMCO Water; (l) if any serial number or security seals have been removed or defaced from the Product, (m) to products and/or components provided by the purchaser; (n) to services enabled by the purchaser; or (o) in case of acts of God or other conditions or circumstances beyond the reasonable control of Elster AMCO Water.

Any description of product, whether in writing or made orally by Elster AMCO Water, its Business Partner or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any original utility purchaser's order are for the sole purpose of identifying product and shall not be construed as an express or implied warranty or guarantee. Any suggestions by Elster AMCO Water, its Business Partner or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee or warranty unless confirmed to be such in writing by Elster AMCO Water.

Communication Protocols:

Without prejudice to anything else stated in this document or in the contract between Elster AMCO Water and the purchaser, the purchaser recognizes and agrees that Elster AMCO Water communication protocols are the sole property of Elster AMCO Water and/or its affiliates. While Elster AMCO Water may agree to allow the purchaser to use Elster AMCO Water's, any such use is subject to the purchaser entering into a separate confidentiality agreement with Elster AMCO Water. Furthermore, any right to use those protocols is non-exclusive, only for the purposes of using and reading the Products, and no warranty is given by Elster AMCO Water as to the interoperability of its communication protocols and Products with any other products or equipment used by the purchaser and Elster AMCO Water accepts no obligations in respect of any costs that may be incurred by the purchaser or any other third party for changes needed to be made to enable integration and/or interface between the Products and the existing meter reading systems or any new/additional meter reading system.

The laws of the State of Florida, excluding its conflicts of law rules, shall exclusively govern this guarantee. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORIGINAL UTILITY PURCHASER'S EXCLUSIVE REMEDY AND ELSTER AMCO WATER'S AND ITS BUSINESS PARTNERS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY METER WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL ELSTER AMCO WATER AND/OR ITS BUSINESS PARTNERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF SUCH ORIGINAL UTILITY PURCHASER OR OTHER THIRD PARTIES.



Recordall® Cold Water Bronze Disc Meter

Size 5/8" (DN 15mm)

NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Lead-Free Alloy. The Lead-Free Alloy (Trade designation: M25-LL) version has been certified to comply with NSF/ANSI Standard 61, Annex G and carries the NSF-61 Mark on the housing. All components of the Lead-Free Alloy meter, i.e., disc, chamber, housing, seals, etc. comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Meter Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Meter Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in bronze and Lead-Free Alloy with externally-threaded spuds. A corrosion-resistant Engineered Polymer material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating Engineered Polymer gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Meter Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger Meter offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 25

SPECIFICATIONS

Typical Operating Range (100% \pm 1.5%)	1/2 - 25GPM (.11 to 5.7 m ³ /hr)
Low Flow (Min. 98.5%)	1/4 GPM (.057 m ³ /hr)
Maximum Continuous Operation	15 GPM (3.4 m ³ /hr)
Pressure Loss at Maximum Continuous Operation	3.5 PSI at 15 GPM (0.24 bar at 3.4 m ³ /hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 Bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m ³ . 6 odometer wheels.
Meter Connections	Available in bronze and thermoplastic to fit 5/8" (DN 15mm) spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES

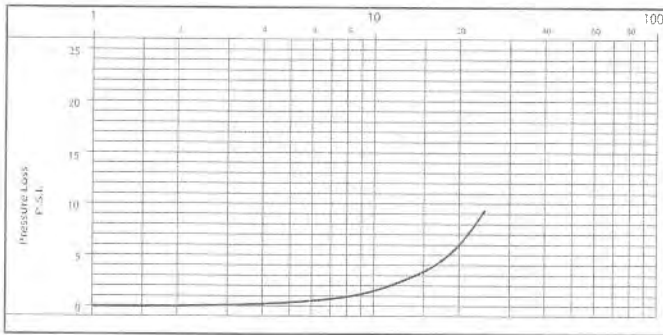
Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
5/8"	x	7½"	5/8"	3/4" (5/8")	1/2"

MATERIALS

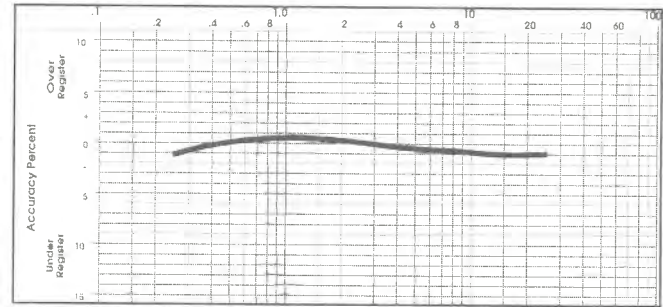
Meter Housing	Cast Bronze, Lead-free Alloy
Housing Bottom Plates	Bronze, Cast Iron, Engineered Polymer, Lead-Free Alloy
Measuring Chamber	Engineered Polymer
Disc	Engineered Polymer
Trim	Stainless Steel, Bronze
Strainer	Engineered Polymer
Disc Spindle	Stainless Steel, Engineered Polymer
Magnet	Ceramic, Polymer-Bonded
Magnet Spindle	Stainless Steel, Engineered Polymer
Register Lid and Shroud	Engineered Polymer, Bronze
Generator Housing	Engineered Polymer

Technical Brief

PRESSURE LOSS CHART
Rate of Flow, in Gallons per Minute



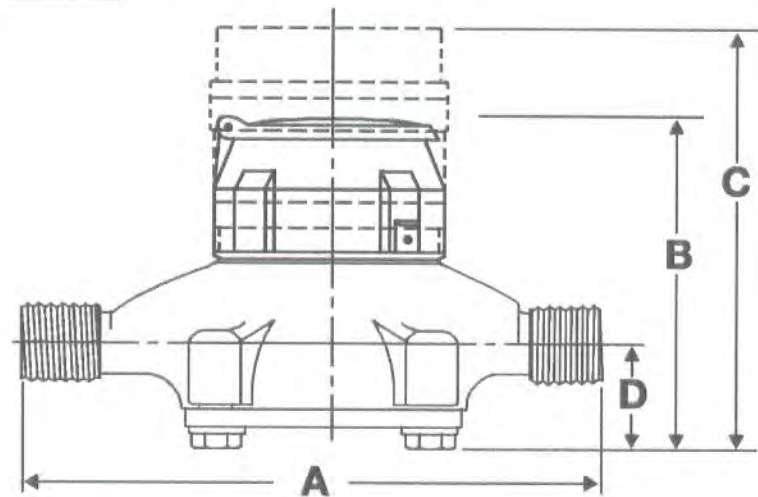
ACCURACY CHART
Rate of Flow, in Gallons per Minute



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	C HEIGHT GEN.	D CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
$\frac{5}{8}$ " (15mm)	25	$7\frac{1}{2}$ " (190mm)	$4\frac{15}{16}$ " (125mm)	$6\frac{5}{16}$ " (160mm)	$1\frac{11}{16}$ " (42mm)	$4\frac{1}{4}$ " (108mm)	$4\frac{1}{2}$ lb. (2.0kg)

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M25	10	1	.1/.01



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Badger Meter | P.O. Box 245036, Milwaukee, Wisconsin 53224-9536
800-876-3837 | infocentral@badgermeter.com | www.badgermeter.com



Recordall® Cold Water Bronze Disc Meter

Size 3/4" (DN 20mm)

NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

Badger Meter offers the Recordall® Disc meter in Cast Bronze and a Lead-Free Alloy. The Lead-Free Alloy (Trade designation: M35-LL) version has been certified to comply with NSF/ANSI Standard 61, Annex G and carries the NSF-61 Mark on the housing. All components of the Lead-Free Alloy meter, i.e., disc, chamber, housing, seals, etc. comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Meter Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Meter Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in bronze and Lead-Free Alloy with externally-threaded spuds. A corrosion-resistant engineered polymer material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating engineered polymer gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Meter Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger Meter offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 35

SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	3/4-35 GPM (.17 to 7.9 m³/hr)
Low Flow (Min. 97%)	3/8 GPM (.085 m³/hr)
Maximum Continuous Operation	25 GPM (5.7 m³/hr)
Pressure Loss at Maximum Continuous Operation	5 PSI at 25 GPM (.37 bar at 5.7 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m³. 6 odometer wheels.
Meter Connections	Available in bronze and engineered polymer to fit 3/4" spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES

Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
3/4"	x	7 1/2"	3/4"	1" (3/4")	3/4"
3/4"	x	9"	3/4"	1" (3/4")	3/4"
3/4" x 1"	x	9"	3/4"	1 1/4" (1")	1"

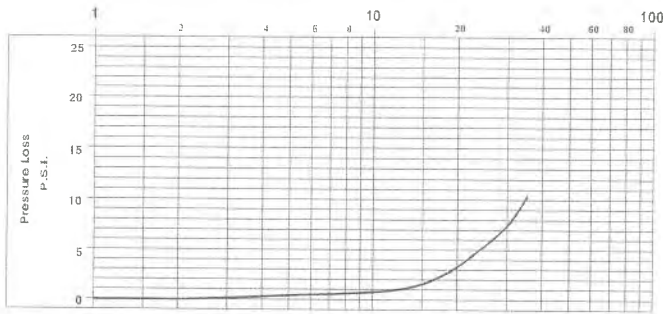
MATERIALS

Meter Housing	Cast Bronze, Lead-Free Alloy
Housing Bottom Plates	Bronze, Cast Iron, Lead-Free Alloy
Measuring Chamber	Engineered Polymer
Disc	Engineered Polymer
Trim	Stainless Steel, Bronze
Strainer	Engineered Polymer
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Shroud	Engineered Polymer, Bronze
Generator Housing	Engineered Polymer

Technical Brief

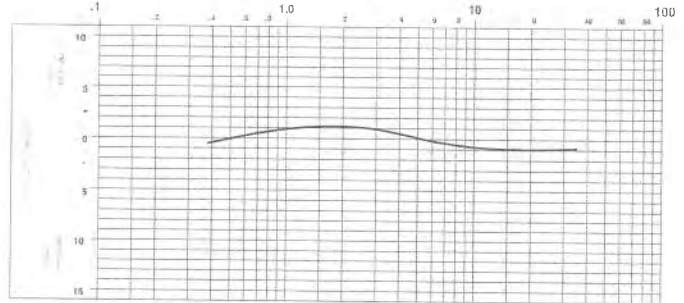
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

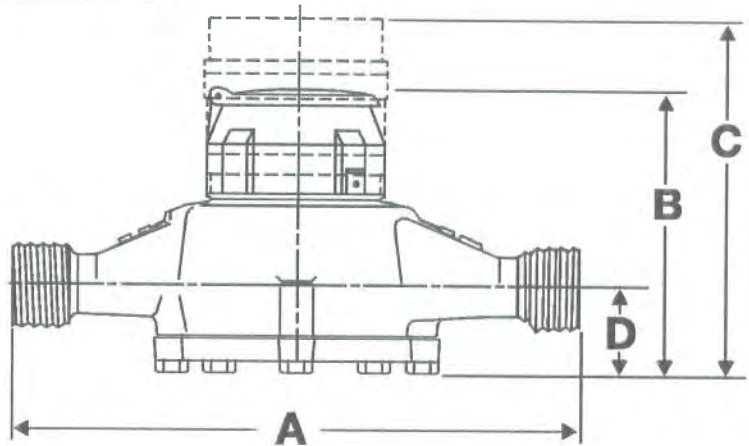
Rate of Flow, in Gallons per Minute



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG. / RTR	C HEIGHT GEN.	D CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
$\frac{3}{4}$ " (20mm)	35	$7\frac{1}{2}$ " (190mm)	$5\frac{1}{4}$ " (133mm)	$6\frac{5}{8}$ " (168mm)	$1\frac{5}{8}$ " (41mm)	5" (127mm)	$5\frac{1}{2}$ lb. (2.5kg)
$\frac{3}{4}$ " (20mm)	35	9" (229mm)	$5\frac{1}{4}$ " (133mm)	$6\frac{5}{8}$ " (168mm)	$1\frac{5}{8}$ " (41mm)	5" (127mm)	$5\frac{3}{4}$ lb. (2.6kg)
$\frac{3}{4}$ " x 1" (20mm)	35	9" (229mm)	$5\frac{1}{4}$ " (133mm)	$6\frac{5}{8}$ " (168mm)	$1\frac{5}{8}$ " (41mm)	5" (127mm)	6 lb. (2.7kg)

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M35	10	1	.1



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800-876-3837 | infocentral@badgermeter.com | www.badgermeter.com



Badger Meter

Recordall® Cold Water Bronze Disc Meter

Size 1" (DN 25mm)
NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Lead-Free Alloy. The Lead-Free Alloy (Trade designation: M55-LL) version has been certified to comply with NSF/ANSI Standard 61, Annex G and carries the NSF-61 Mark on the housing. All components of the Lead-Free Alloy meter, i.e., disc, chamber, housing, seals, etc. comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Meter Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Meter Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in bronze and Lead-Free Alloy with externally-threaded spuds. A corrosion-resistant engineered polymer material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment.

MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating engineered polymer gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Automatic meter reading systems are available for all Recordall Disc meters. See the back of this sheet for additional information. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Meter Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger Meter offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 55

SPECIFICATIONS

Typical Operating Range (100% \pm 1.5%)	1-55 GPM (.23 to 12.5 m³/hr)
Low Flow (Min. 95%)	1/2 GPM (.11 m³/hr)
Maximum Continuous Operation	40 GPM (9.1 m³/hr)
Pressure Loss at Maximum Continuous Operation	3.4 PSI at 40 GPM (.23 bar at 9.1 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m³. 6 odometer wheels.
Meter Connections	Available in bronze and engineered polymer to fit 1" (DN 25mm) spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES

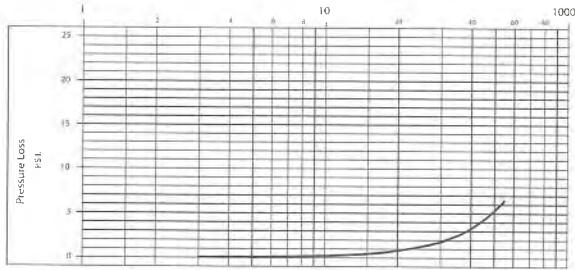
Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
1"	x	10 3/4"	1"	1 1/4" (1")	1"

MATERIALS

Meter Housing	Cast Bronze, Lead-Free Alloy
Housing Bottom Plates	Bronze, Cast Iron, Lead-Free Alloy
Measuring Chamber	Engineered Polymer
Disc	Engineered Polymer
Trim	Stainless Steel, Bronze
Strainer	Engineered Polymer
Disc Spindle	Engineered Polymer
Magnet	Polymer Bonded
Magnet Spindle	Engineered Polymer
Register Lid and Shroud	Engineered Polymer, Bronze
Generator Housing	Engineered Polymer

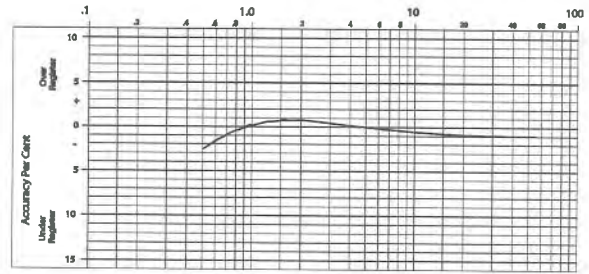
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

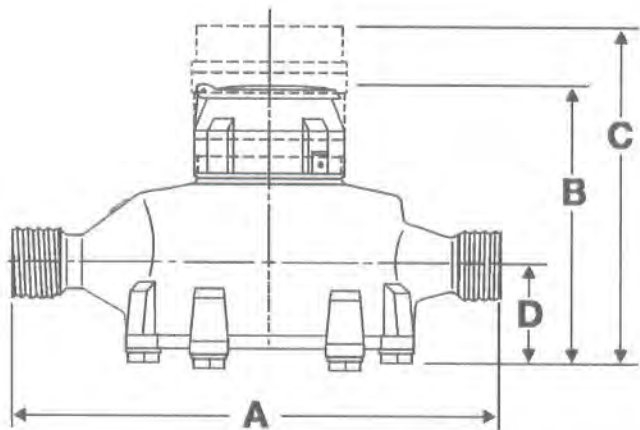
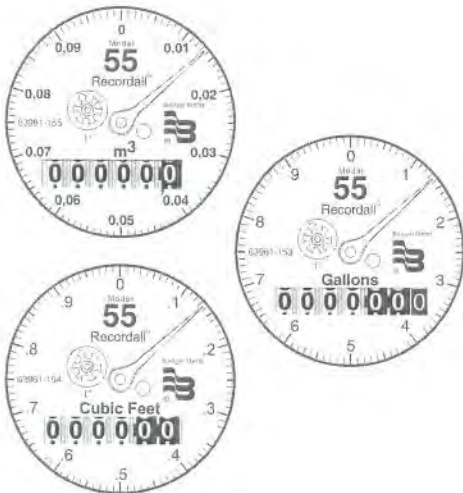
Rate of Flow, in Gallons per Minute



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	B HEIGHT TO ADE	C HEIGHT GEN.	D CENTERLINE TO BASE	WIDTH	METER WEIGHT
1" (25mm)	55	10 3/4" (273mm)	6" (152mm)	6 1/2" (165mm)	7 3/8" (187mm)	2 1/32" (52mm)	6 1/4" (159mm)	8.75 lbs.

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M55	10	1	.1



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Badger Meter

Recordall® Disc Meter

Cold Water Top Load Bronze, Size 1-1/2" (40 mm)
NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

Badger Meter Meter offers the Recordall Disc meter in Cast Bronze and a Lead-Free Alloy. The Lead-Free Alloy (Trade designation: M120-LL) version has been certified to comply with NSF/ANSI Standard 61, Annex G and carries the NSF-61 Mark on the housing. All components of the Lead-Free Alloy meter, i.e., disc, chamber, housing, seals, etc. comprise the certified system.

Applications

For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

Operation

Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

Operating Performance

The Badger Meter Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

Construction

Badger Meter Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: bronze meter housing, measuring chamber, and permanently sealed register. A corrosion-resistant lead-free material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment.

Magnetic Drive

Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading or automatic meter reading options.

Sealed Register

The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating engineered polymer gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

Tamper-Proof Features

Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.



Model 120 shown with optional 1" Test Plug

Maintenance

Badger Meter Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger Meter offers various maintenance and meter component exchange programs to fit the needs of the utility.

Connections

Tailpieces/Flanges for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.

SPECIFICATIONS

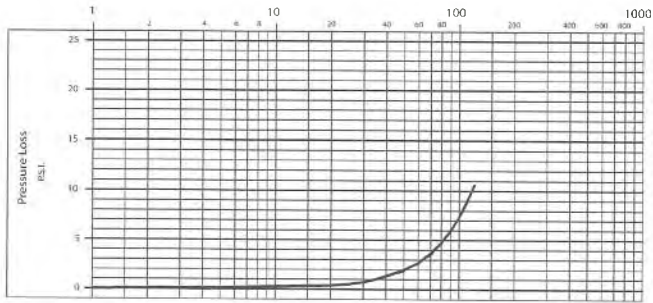
Typical Operating Range	2.5...120 gpm (0.57...27 m ³ /hr) (100% \pm 1.5%)
Low Flow (Min. 95%)	1.25 gpm (0.28 m ³ /hr)
Max. Continuous Operation	80 gpm (18 m ³ /hr)
Pressure Loss at Max.	4.8 psi at 80 gpm (0.33 bar at 18 m ³ /hr)
Max. Operating Temperature	80° F (26° C)
Max. Operating Pressure	150 psi (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently-sealed magnetic drive standard. AMR/AMI units optional.
Registration	100 gallons, 10 cubic feet, 1 m ³ , 0.1 m ³
Register Capacity	100,000,000 gallons 10,000,000 cubic feet, 1,000,000 m ³ 100,000 m ³ 6 odometer wheels
Meter Connections	1-1/2" AWWA two bolt elliptical flange, drilled or 1-1/2...11-1/2 NPT internal pipe threads.
Test Plugs	1" NPT test plug (TP) available on elliptical long and short versions.

MATERIALS

Meter Housing	Cast Bronze, Lead-Free Alloy
Housing Top Plates	Bronze, Lead-Free Alloy
Measuring Chamber	Engineered Polymer
Disc	Engineered Polymer
Trim	Stainless Steel, Bronze
Strainer	Engineered Polymer
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Shroud	Engineered Polymer, Bronze
Generator Housing	Engineered Polymer

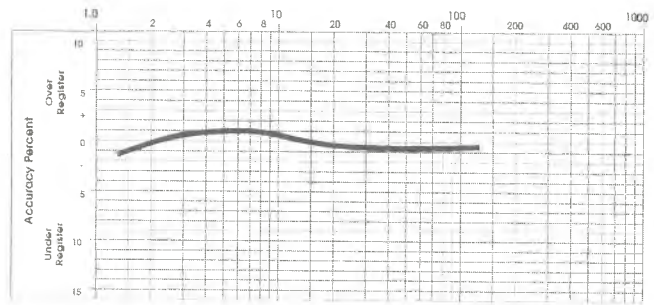
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

Rate of Flow, in Gallons per Minute



Meter Size	Meter Model	A Laying Length	B Height Reg./ RTR	C Height Gen.	D Centerline to Base	Approx.	Shipping
1-1/2" (40 mm)	120 EL, Hex 120 EL, TP	12-5/8" (321 mm)	7" (178 mm)	8-3/8" (213 mm)	2-3/8" (60 mm)	8-3/4" (222 mm)	19 lb (8.6 kg)
1-1/2" (40 mm)	120 ELL 120 ELL, TP	13" (330 mm)	7" (178 mm)	8-3/8" (213 mm)	2-3/8" (60 mm)	8-3/4" (222 mm)	19 lb (8.6 kg)

EL = Elliptical

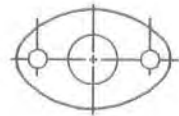
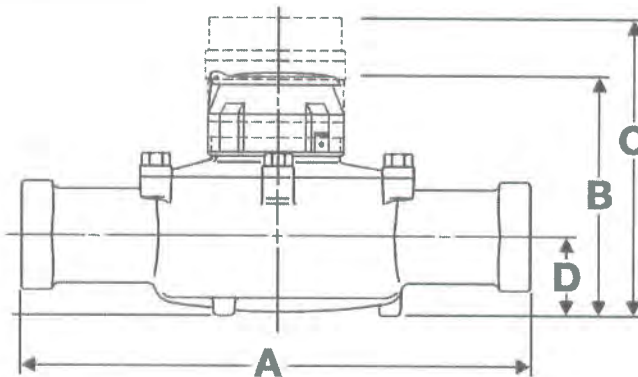
ELL = Elliptical Long

Hex = Hexagon, 1-1/2" - 11-1/2 NPT Thread

TP=Test Plug 1"

Sweep Hand Registration

Model	Gallon	Cubic Feet	Cubic Meter
M120	100	10	1/1



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The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 300-876-3837 | 414-355-0460

México | Badger Meter de las Américas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882

Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtingen Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0

Czech Republic | Badger Meter Czech Republic s.r.o. | Malákovská 2082/26 | 621 00 Brno | Czech Republic | +420-5-41420411

Slovakia | Badger Meter Slovakia s.r.o. | Raciánska 109/8 | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01

Asia Pacific | Badger Meter | 80 Marine Parade Rd | #21-04 Parkway Parade | Singapore 449269 | +65-63464836

China | Badger Meter | Rm 501, N° 11 Longyue Apartment | N° 180 Longjin Rd, Jintong Songjiang District | Shanghai, China | 201615 | +86-21-5763 5412



Badger Meter

Recordall® Cold Water Top Load Bronze Disc Meter

Size 2" (DN 50mm)
NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Lead-Free Alloy. The Lead-Free Alloy (Trade designation: M170-LL) version has been certified to comply with NSF/ANSI Standard 61, Annex G and carries the NSF-61 Mark on the housing. All components of the Lead-Free Alloy meter, i.e., disc, chamber, housing, seals, etc. comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently-sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Meter Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Meter Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: bronze meter housing, measuring chamber, and permanently sealed register. A corrosion-resistant engineered polymer material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading, odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating engineered polymer gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw/or Torx® tamper seal resistant screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Meter Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger Meter offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Flanges for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 170 shown with optional 1" Test Plug

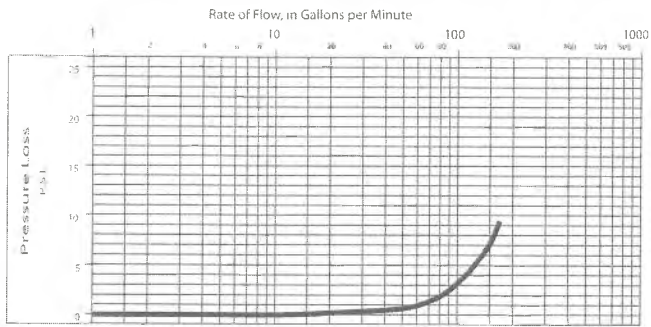
SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	2 1/2 -170 GPM (.57 to 39 m³/hr)
Low Flow (Min. 95%)	1 1/2 GPM (.34 m³/hr)
Maximum Continuous Operation	100 GPM (23 m³/hr)
Pressure Loss at Maximum Continuous Operation	3.3 PSI at 100 GPM (.23 bar at 23 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Registration	100 Gallons, 10 Cubic Feet, 1 m³
Register Capacity	100,000,000 Gallons, 10,000,000 Cubic Feet, 1,000,000 m³. 6 odometer wheels.
Meter Connections	2" AWWA two bolt elliptical flange, drilled, or 2" - 1 1/2 NPT internal pipe threads.
Optional Test Plug	1" NPT test plug (TP) available on elliptical long and short versions.

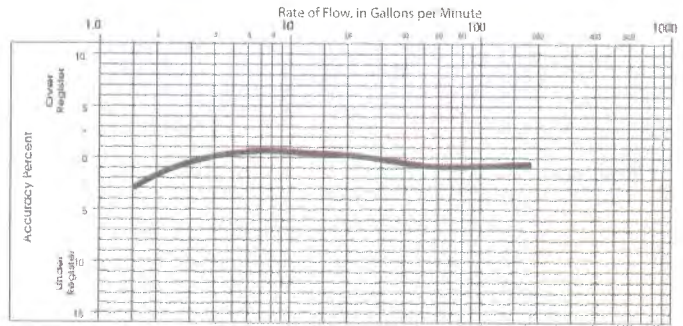
MATERIALS

Meter Housing	Cast Bronze, Lead-Free Alloy
Housing Top Plates	Bronze, Lead-Free Alloy
Measuring Chamber	Engineered Polymer
Disc	Engineered Polymer
Trim	Stainless Steel/Bronze
Strainer	Engineered Polymer
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Box	Engineered Polymer or Bronze
Generator Housing	Engineered Polymer

PRESSURE LOSS CHART



ACCURACY CHART



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	C HEIGHT GEN.	D CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
2" (50mm)	170 EL, Hex. 170 EL, TP	15 1/4" (387mm)	8" (203mm)	9 3/8" (238mm)	2 7/8" (73mm)	9 1/2" (241mm)	30 lb. (13.6kg)
2" (50mm)	170 ELL, 170 ELL, TP	17" (432mm)	8" (203mm)	9 3/8" (238mm)	2 7/8" (73mm)	9 1/2" (241mm)	30 lb. (13.6kg)

EL = Elliptical

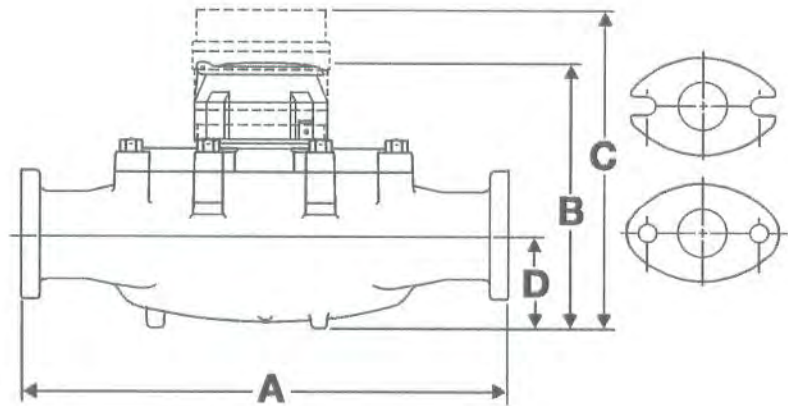
ELL = Elliptical Long

Hex = Hexagon, 2" - 11 1/2" NPT Thread

TP=Test Plug 1"

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M170	100	10	1



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Badger Meter | P.O. Box 245036, Milwaukee, Wisconsin 53224-9536
800-876-3837 | infocentral@badgermeter.com | www.badgermeter.com



Badger Meter Bronze Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Bronze Disc Meters, models 25 through 170, when used to measure potable water, including the registers and encoders used with these meters (collectively "Product") sold on or after November 1, 2012. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

Bronze Housings

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy
Recordall Meter Model, Size	<i>The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:</i>	<i>The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:</i>	<i>Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:</i>
Model 25, 5/8" and 5/8" x 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 35, 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 55, 1"	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.
Model 70, 1"	Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.
Model 120, 1-1/2"	Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.
Model 170, 2"	Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger Meter or Badger Meter agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or Badger Meter agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability. The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Badger Meter shall in no event exceed the contract price. **BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

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The Americas | **Badger Meter** | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | **Badger Meter de las Americas, S.A. de C.V.** | Pedro Luis Ogazon N 32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | Mexico, DF | México | +52-55-5662-9832
Europe, Middle East and Africa | **Badger Meter Europa GmbH** | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Czech Republic | **Badger Meter Czech Republic s.r.o.** | Mafikova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
Slovakia | **Badger Meter Slovakia s.r.o.** | Racianska 109/8 | 831 02 Bratislava, Slovakia | +421-2-44 63 93 91
Asia Pacific | **Badger Meter** | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836
China | **Badger Meter** | Rm 501, N° 11 Longyue Apartment | N° 180 Longjin Rd, Jiuting Songjiang District | Shanghai, China | 201615 | +86-21-5763 5412



Badger Meter Lead-Free Bronze Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Lead-Free Bronze Disc Meters, models LP through 170, when used to measure potable water, including the registers and encoders used with these meters (collectively "Product") sold on or after November 1, 2012. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

Housings

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy
Recordall Meter Model, Size	<i>The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:</i>	<i>The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:</i>	<i>Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:</i>
Model LP, 5/8" and 5/8" x 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 20 gpm safe maximum operating capacity and a 10 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/4 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 25, 5/8" and 5/8" x 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 35, 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 55, 1"	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.
Model 70, 1"	Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.
Model 120, 1-1/2"	Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.
Model 170, 2"	Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger Meter or Badger Meter agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or Badger Meter agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability. The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Badger Meter shall in no event exceed the contract price. **BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

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The Americas | **Badger Meter** | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | **Badger Meter de las Americas, S.A. de C.V.** | Pedro Luis Ogazon N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | Mexico, DF | Mexico | +52-55-5662-0882
Europe, Middle East and Africa | **Badger Meter Europa GmbH** | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Czech Republic | **Badger Meter Czech Republic s.r.o.** | Mafíkova 2982/26 | 621 00 Brno, Czech Republic | +420-5-41420411
Slovakia | **Badger Meter Slovakia s.r.o.** | Raciánska 109/5 | 831 02 Bratislava, Slovakia | +421-2-44 63 33 01
Asia Pacific | **Badger Meter** | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836
China | **Badger Meter** | Rm 501, N°11 Longvue Apartment | N°180 Longjin Rd, Jiuting Songjiang District | Shanghai, China | 201615 | +86-21-5763 5412



Recordall® Compound Series Meter

Cold Water Bronze & Lead-Free Alloy Meter
NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

Badger Meter Recordall® Compound Series meters combine two metering technologies in one innovative package. A positive displacement chamber measures low flow, while a turbine chamber records high flow.

Offered in four sizes, the Compound Series meter features:

- Patented design that eliminates the need for a trigger valve and maintains crossover accuracy.
- Sealed, multi-position register that protects against dirt, moisture and tampering—and eases installation and reading.
- Straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks.
- Compatibility with a range of automatic meter reading systems.

Badger Meter ORION® and GALAXY® AMR/AMI meter reading systems are available for all Compound Series meters. Itron® ERT reading systems are also available. An optional summator can be provided as an integral part of the register assembly. All register options are removable from the meter without disrupting water service.

APPLICATIONS

Use the Recordall Compound meter for measuring potable cold water in commercial and industrial applications where flow is in one direction only. The meter is an ideal choice for facilities that experience rapid and wide fluctuations in water demand, such as hospitals, universities, residential complexes and manufacturing or processing facilities.

Compound Series meters are available in cast bronze or a lead-free alloy and comply with NSF/ANSI Standard 61, Annex G. The meters carry the NSF-61 Mark, Trade Designation: Compound Series LL-NS.

OPERATION & PERFORMANCE

At low flow rates, the Compound Series meter diverts water up through a bypass to the disc chamber. Leaving the chamber's outlet port, water flows beyond the turbine element and main valve. As the flow rate increases, a pressure differential is created that opens the main valve. The water then flows straight through the turbine chamber. In addition, a portion still flows through the disc chamber before exiting the meter.

Rotor and disc movements are transmitted by magnetic drive couplings to individual register odometers. The direct magnetic drive provides a positive, reliable and dependable register coupling for straight-reading or remote reading options. And the self-lubricating thermoplastic register gearing is designed to minimize friction and provide long life.



The Recordall Compound Series meets or exceeds registration accuracy for low, normal operating, maximum continuous operation, and changeover flow rates as specified in AWWA Standard C702.

CONSTRUCTION

The Recordall Compound Series meter's construction complies with ANSI and AWWA C702 standards. It consists of three basic components: meter housing, interchangeable measuring elements, and sealed direct reading registers. The measuring element consists of the disc measuring chamber, turbine head assembly, and high flow valve assembly. To simplify maintenance, the registers and measuring elements can be removed without removing the meter housing from the line.

METER INSTALLATION

The meter is designed for installations where flow is in one direction only. A separate strainer is required to ensure optimum flow conditioning and protection of the measuring element. Companion flanges for installation of meters on various pipe types and sizes are available in cast iron or bronze as an option.

SPECIFICATIONS

Compound Series Model	2" (50 mm)	3" (80 mm)	4" (100 mm)	6" (150 mm)
Meter Flanges, Class 150	2" elliptical or round	3" round	4" round	6" round
	(50 mm)	(80 mm)	(100 mm)	(150 mm)
Typical Operating Range (100% ± 1.5%)	0.5...200 gpm (0.1...45 m ³ /h)	0.5...450 gpm (0.1...102 m ³ /h)	0.75...1000 gpm (0.17...227 m ³ /h)	0.75...2000 gpm (0.17...454.4 m ³ /h)
Low Flow Registration (97% minimum)	0.25 gpm (0.06 m ³ /h)	0.25 gpm (0.06 m ³ /h)	0.375 gpm (0.09 m ³ /h)	0.375 gpm (0.09 m ³ /h)
Maximum Continuous Flow	170 gpm (38.3 m ³ /h)	400 gpm (90.3 m ³ /h)	800 gpm (181.6 m ³ /h)	1500 gpm (340.5 m ³ /h)
Pressure Loss at Maximum Continuous Flow	5.4 psi at 170 gpm (0.38 bar at 38.3 m ³ /h)	6.0 psi at 400 gpm (0.41 bar at 90.3 m ³ /h)	11.0 psi at 800 gpm (0.75 bar at 181.6 m ³ /h)	9.3 psi at 1500 gpm (0.64 bar at 340.5 m ³ /h)
Crossover Flow Rate, Typical	12 gpm	12 gpm	20 gpm	30 gpm
Pressure Loss at Crossover	3.5 psi (0.24 bar)	4.0 psi (0.28 bar)	4.0 psi (0.28 bar)	5.0 psi (0.35 bar)
Minimum Crossover Accuracy	97%	97%	97%	95%
Maximum Operating Pressure	150 psi (10 bar)			
Maximum Operating Temperature	105° F (41° C)			
Register Type	Odometer-type, straight reading, permanently sealed magnetic drive standard. Automatic meter reading systems are optional.			
High Flow Registration	100,000,000 100 gal/sweep hand revolution			1,000,000,000 1000 gal/sweep hand revolution
	10,000,000 10 ft ³ /sweep hand revolution			100,000,000 100 ft ³ /sweep hand revolution
	1,000,000 1m ³ /sweep hand revolution			10,000,000 10 m ³ /sweep hand revolution
Low Flow Registration	10,000,000 10 gal/sweep hand revolution			
	1,000,000 1 ft ³ /sweep hand revolution			
	100,000 0.1m ³ /sweep hand revolution			

Materials

Meter Housing & Cover	Cast bronze (B81) or lead-free alloy
Turbo Cast Head	Cast bronze (B81) or lead-free alloy
Nose Cone & Straightening Vanes	Thermoplastic
Rotor	Thermoplastic
Rotor Radial Bearings	Lubricated thermoplastic
Rotor Thrust Bearing	Sapphire jewels
Rotor Bearing Pivots	Passivated 316 stainless steel
Calibration Mechanism	Stainless steel & thermoplastic
Measuring Chamber & Disc	Thermoplastic
High Flow Valve	Stainless steel & thermoplastic
Magnets	Ceramic
Register Lens	Glass
Register Housing & Cover	Thermoplastic or bronze
Trim	Stainless steel
Drain Plug (3/4")	Stainless steel or lead-free alloy

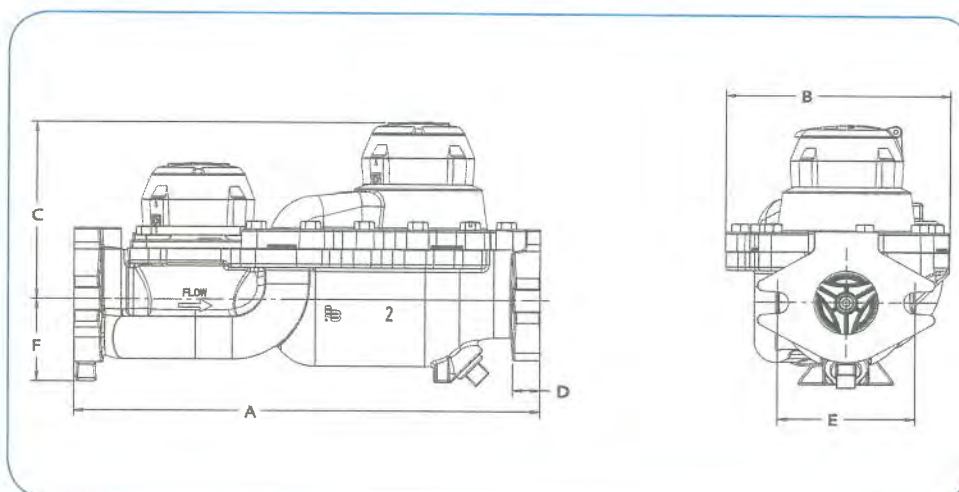
PHYSICAL DIMENSIONS

Compound Series Model	2" Elliptical (50 mm)	2" Round (50 mm)	3" (80 mm)	4" (100 mm)	6" (150 mm)
Meter & Pipe Size	2" (50 mm)		3" (80 mm)	4" (100 mm)	6" (150 mm)
Net Weight	45 lb (20.4 kg)		71.5 lb (32.4 kg)	85 lb (38.4 kg)	152 lb (68.7 kg)
Shipping Weight	63 lb (28.5 kg)		99.5 lb (45 kg)	120 lb (53.8 kg)	200 lb (90.4 kg)
Length (A)	15-1/4" * (387 mm)		17" (432 mm)	20" (508 mm)**	24" (610 mm)
Width (B)	7-3/8" (187 mm)		9-1/4" (235 mm)	9-1/8" (232 mm)	12-3/8" (314 mm)
Height (C)	5-7/8" (149 mm)		6-5/8" (168 mm)	7-1/4" (184 mm)	8-7/8" (225 mm)
Flange (D)	5/8" (16 mm)		3/4" (19 mm)	7/8" (22 mm)	15/16" (24 mm)
Bolt Circle (E)	4-1/2" (114 mm)	4-3/4" (121 mm)	6" (152 mm)	7-1/2" (190.5 mm)	9-1/2" (241 mm)
Centerline (C) to Base (F)	2-3/4" (70 mm)		3-5/8" (92 mm)	4-1/4" (108 mm)	5-3/8" (137 mm)
Number of Bolts	2	4	4	8	8

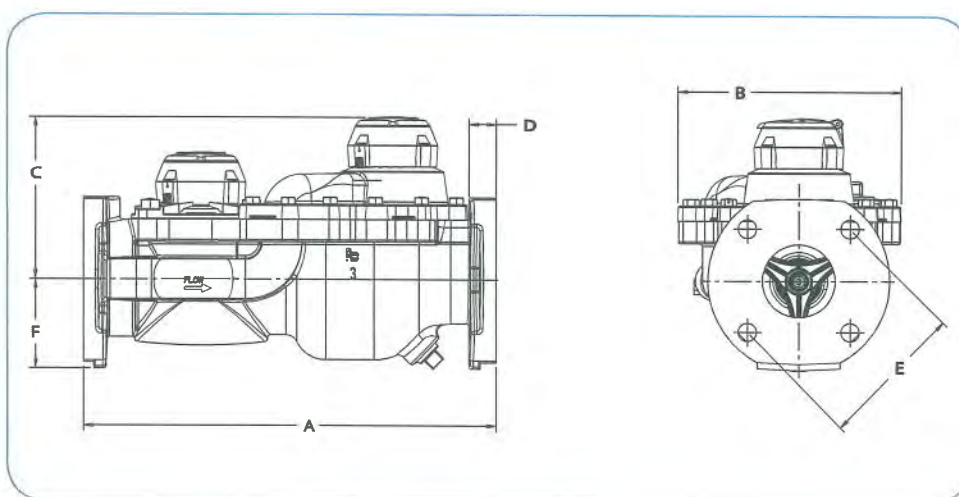
* Adapter available to increase total length to 17" (432 mm).

**Adapter available to increase total length to 24" (610 mm).

Elliptical Flange (2" Only)

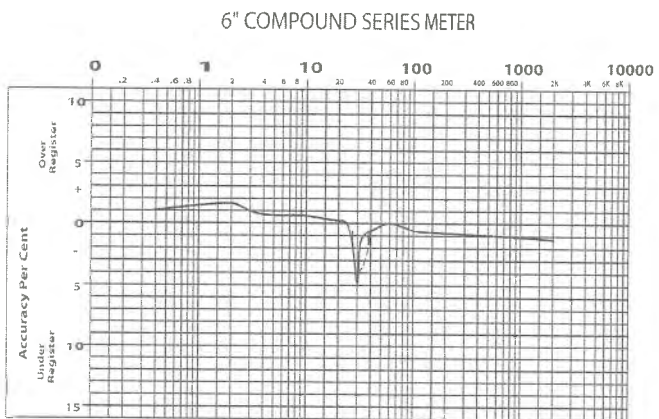
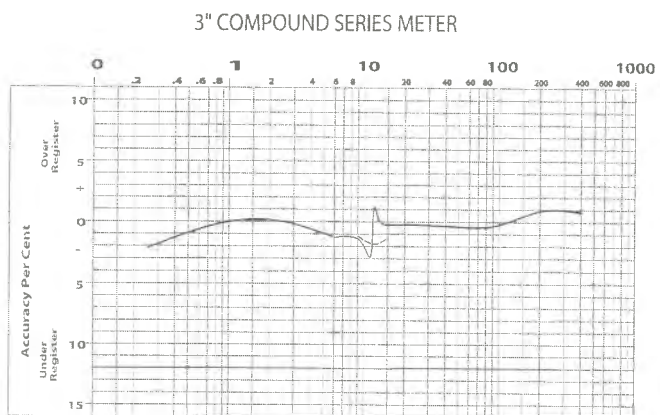
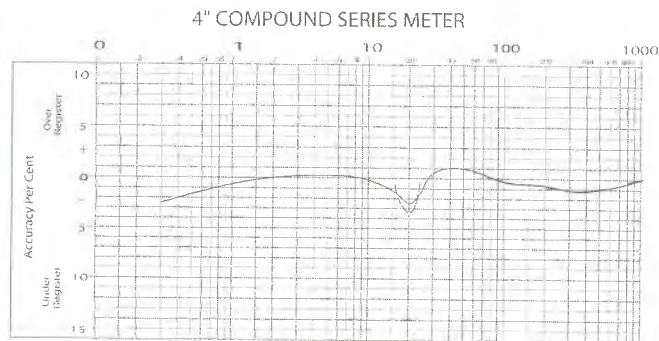
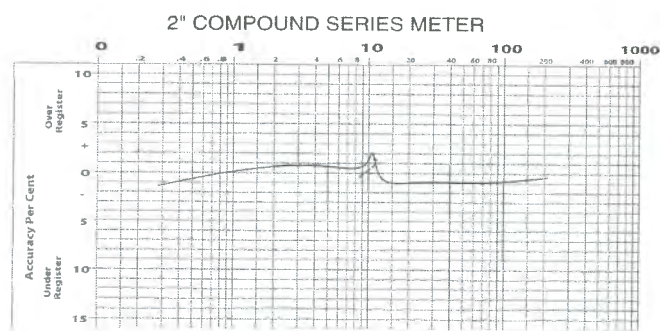


Round Flange



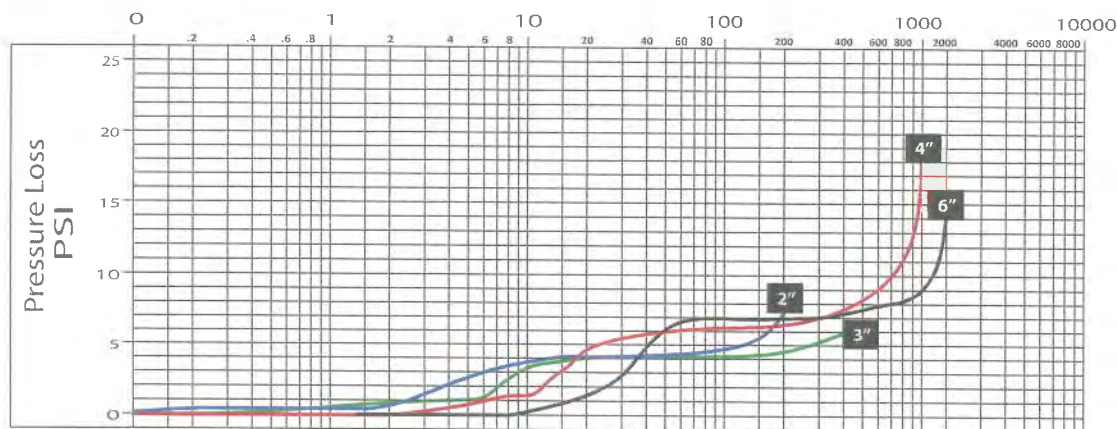
ACCURACY CHARTS

Rate of flow in gallons per minute (gpm)



PRESSURE LOSS CHART

Rate of flow in gallons per minute (gpm)



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The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
 México | Badger Meter de las Américas, S.A. de C.V. | Pedro Luis Ogazon N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | Mexico, DF | México | +52-55-5661-0881
 Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
 Czech Republic | Badger Meter Czech Republic s.r.o. | Mankova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
 Slovakia | Badger Meter Slovakia s.r.o. | Raciarska 169/8 | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836
 China | Badger Meter | Rm 501, N° 11 Longyue Apartment | N° 180 Longjin Rd, Jiating Songjiang District | Shanghai, China | 201615 | +86-21-5763 5412



Badger Meter

Recordall® Compound Series Meters Sizes 2" through 6"

PRODUCTS COVERED

This warranty shall apply to all Recordall® Compound Series Meters, sizes 2" through 6", and the registers and encoders used with these meters (collectively "Product") sold on or after November 15, 2012. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames:

Bronze Housings

One (1) year and six (6) months after shipment from Badger Meter.

Local Registers for Low Flow Registration (Disc Measuring Element) Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers for High Flow Registration (Turbo Measuring Element) Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The meter Product will meet or exceed accuracy standards of AWWA Standard C702 for one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C702 and AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger Meter or Badger Meter agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or agents of Badger Meter regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability. The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Badger Meter shall in no event exceed the contract price. **BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

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México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazon N° 32 | Esq. Angelina N° 24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882

Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0

Czech Republic | Badger Meter Czech Republic s.r.o. | Maříkova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411

Slovakia | Badger Meter Slovakia s.r.o. | Raciánska 109/8 | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01

Asia Pacific | Badger Meter | 60 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836

China | Badger Meter | Rm 501, N 11 Longyue Apartment | JH 180 Longjin Rd, Jiutong Songjiang District | Shanghai, China | 201615 | +86-21-57635412



Badger Meter | HR | E High Resolution Encoder

DESCRIPTION

Applications: The High Resolution Encoder (HR-E) is designed for use with all current Recordall® Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints, BadgerTouch® modules and other AMR/AMI technology solutions approved by Badger Meter.

Electronic Resolution: Encoder output from the HR-E includes eight-dial resolution to AMR/AMI endpoints and the option of four, five, six, seven or eight-dial resolution for touch applications. Refer to tables on the next page for details.

Mounting: The HR-E in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters and assemblies. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The HR-E can be removed from the meter without disrupting water service.

Magnetic Drive: A direct-drive, high-strength magnetic coupling, through the meter body to the wetted magnet, provides reliable and dependable register coupling.

Local Indication: The HR-E face features an eight-dial mechanical odometer wheel stack and a flow finder with a calibrated test circle.

Tamper-Resistant Features: Unauthorized removal of the HR-E is inhibited by the option of a tamper detection seal wire screw, tamper-resistant TORX® seal screw, or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Construction: The housing of the HR-E is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The encoder gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

Temperature: The operating range of the HR-E is – 40...140° F (– 40...60° C). The water meter should not be subjected to temperatures below freezing.

Sealing: The HR-E encoder is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants. The HR-E achieves true water resistance due the unique adhesive technology used to seal the glass dome to the corrosion-resistant metal bottom. Due to this sealing process, the HR-E exceeds all applicable requirements of AWWA Standard C707. With leak rates less than 10-6 cc/sec, as tested by a helium mass spectrometer, the HR-E is suitable for installation in all environments, including meter pits subject to continuous submergence.

Wire Connections: The HR-E is provided as either a factory-wired assembly to an AMR/AMI endpoint or touch pit module, or as an encoder with pre-sized wire harness available for connection in the field. Standardized wire lengths are 3, 10, 25 and 75 feet. An in-line connector is an optional feature that allows connectivity to an AMR/AMI endpoint without the need for a field splice kit.



A terminal screw version of the HR-E is also available. This version features a tamper-resistant cap over the three-wire terminals. The HR-E with terminal screws is designed for indoor installations in protected environments such as residential basements.

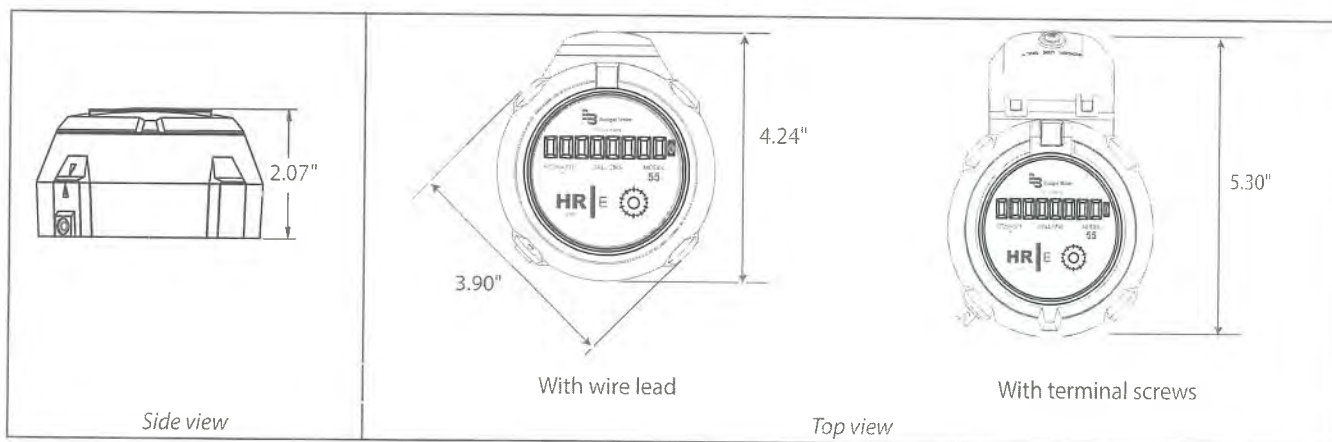
SPECIFICATIONS

Encoder Type	Straight reading, permanently sealed, magnetic drive
Unit of Measure	U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on encoder face
Number Wheels	Eight with 5/32 inch high numerals
Test Circle	360° circle with ten major increments with ten divisions each
Weight	10 ounces
Humidity	0...100% condensing when equipped with potted lead wire, 0...95% non-condensing with screw-terminal wire connections
Temperature	– 40...140° F (– 40...60° C)
Signal Output	Industry Standard ASCII Format
Visual Resolution	1/100th of Test Circle
Electronic Resolution	8-dial resolution for AMR/AMI; 4, 5, 6, 7 or 8-dial resolution for BadgerTouch
Signal Type	3-wire synchronous for AMR/AMI solutions (red=clock/power, black=ground, green=data) 2-wire asynchronous for Touch solutions
Power Source	External

Electrical: The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC1000-4-2, IEC1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.

Operating Characteristics: The reading obtained by an AMR/AMI device is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.

DIMENSIONAL DRAWINGS



MEASUREMENT RESOLUTION

The minimum electronic resolution of the HR-E is as noted below (8-Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

Recordall Disc Series	Size	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
M25/MLP	5/8"	0.1	0.01	0.001
M25/MLP	3/4"	0.1	0.01	0.001
M35	3/4"	0.1	0.01	0.001
M40	1"	0.1	0.01	0.001
M55	1"	0.1	0.01	0.001
M70	1"	0.1	0.01	0.001
M120	1-1/2"	1	0.1	0.01
M170	2"	1	0.1	0.01

Fire Service Series	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
3"	1	0.1	0.01
4"	1	0.1	0.01
6"	10	1	0.1
8"	10	1	0.1
10"	10	1	0.1

Recordall Turbo Series	Size	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
T160	1-1/2"	1	0.1	0.01
T200	2"	1	0.1	0.01
T450	3"	1	0.1	0.01
T1000	4"	1	0.1	0.01
T2000	6"	10	1	0.1
T3500	8"	10	1	0.1
T5500	10"	10	1	0.1
T6200	12"	100	10	0.1
T6600	16"	100	10	1
T10000	20"	100	100	1

Recordall Compound Series	Size	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
High Side T200	2"	1	0.1	0.01
Low Side M25	2"	0.1	0.01	0.001
High Side T450	3"	1	0.1	0.01
Low Side M25	3"	0.1	0.01	0.001
High Side T1000	4"	1	0.1	0.01
Low Side M35	4"	0.1	0.01	0.001
High Side T2000	6"	10	1	0.1
Low Side M35	6"	0.1	0.01	0.001

Resolution stated as individual high and low readings.

Making Water Visible®

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 Europe, Middle East and Africa | Badger Meter Europa GmbH | Hurlinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
 Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
 Czech Republic | Badger Meter Czech Republic s.r.o. | Mankova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
 Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | #21-06 Parkway Parade | Singapore 449269 | +65-63464836
 China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5411

North Bay Village Site Audits

11/28/2016

Meter Sizes:	Address
5/8"X3/4"	7552 W TREASURE DRIVE.
5/8"X3/4"	7532 W TREASURE DRIVE.
3/4"X3/4"	7528 W TREASURE DRIVE.
3/4"X3/4"	1460 S. TREASURE DRIVE.
1"	7556 W. TREASURE DRIVE.
1 1/2"	7500 W TREASURE DRIVE.
1 1/2"	1400 S TREASURE DRIVE.
2"	1790 S TREASURE DRIVE.
2"	1800 S TREASURE DRIVE.
5/8"X3/4"	7552 CUTLASS AVENUE.
5/8"X3/4"	7544 CUTLASS AVENUE.
1"	7549 CUTLASS AVENUE.
1"	7548 CUTLASS AVENUE.
5/8"X3/4"	7536 HISPANOLA AVENUE
5/8"X3/4"	7532 HISPANOLA AVENUE
3/4"X3/4"	7521 HISPANOLA AVENUE
2"	7939 EAST DRIVE.
1 1/2"	7941 EAST DRIVE.
2"	7910 WEST DRIVE
5/8"X3/4"	7537 BOUNTY AVENUE
1 1/2"	7540 BOUNTY AVENUE
2"	7917 WEST DRIVE

Meter box size	Meter Box Condition
10X15	GOOD
21X34	GOOD
24X48	GOOD
10X15	GOOD
11X18	GOOD
10X15	GOOD
10X15	GOOD
31X34	GOOD
21X34	GOOD
10X15	GOOD
10X15	GOOD
11X18	GOOD
11X18	GOOD
11X18	GOOD
10X15	GOOD
24X48	GOOD
(2) 11X18	GOOD
24X36	GOOD
10X15	GOOD
11X18	GOOD
18X28	GOOD

Nicor Inc.

Nicor Inc. Read-Rite™ Polymer Lids



Read-Rite™ Hydrozone HD Lids bring specifically engineered, patented technology to Utility and Water Works customers. The high impact Read-Rite™ polymer construction provides a virtually RF transparent solution making it ideal for all AMR/AMI installations. Read-Rite™ Lids resist common automotive chemical exposure, ultraviolet degradation, and perform in the meter pit at temperature extremes.

Ideal for AMR/AMI Systems

- RF transparency improves performance
- Integrates with all AMR/AMI systems

Lightweight and Strong

- Up to 80% lighter than concrete
- H-20 load rated for light and incidental traffic

Demonstrated Performance

- Xenon Arc tested for UV degradation
- ADA compliant for slip-resistance
- Temperature range of -40°F to 190°F

Seamless Installation

- Simple mounting
- Direct replacement for current lid
- Custom sizing; multiple colors available

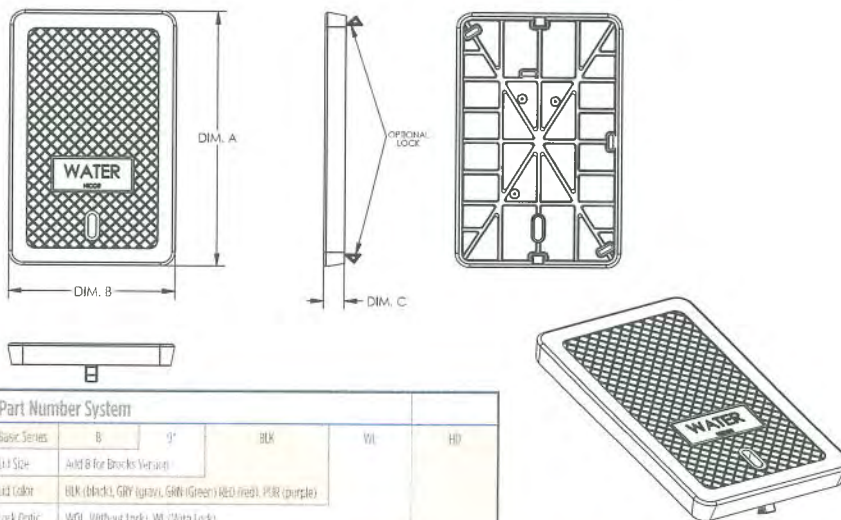
Read-Rite™ offers a complete line of lid products that can be customized by size, shape, and color. Tailor-made logo embossing is also available.

Sample colors:



Nicor Inc.

Read-Rite™ Polymer Lids Specifications:



Part Number System

Basic Series	B	9"	BLK	VA	HD
Lid Size	Add B for Bricks Version				
Lid Color	BLK (black), GRN (green), GRN (green), RED (red), PUR (purple)				
Lock Option	WOL (Without Lock), VIL (Virta Lock)				
HD Option	HD Option: HD (High Density), HDR (High Density Reinforced)				

Read-Rite™	Nominal Size	Lid Sizes			#/Pallet	Pounds/Pound/Lid	Pounds/Pound/Pallet	HD Version			HDR Version		
		Dim. A	Dim. B	Dim. C				#/Pallet	Pounds/Lid	Pounds/Pallet	#/Pallet	Pounds/Lid	Pounds/Pallet
81	9" x 14"	14-1/2"	9-5/8"	1-1/2"	700	154	927	109	154	167	201	223	195
89	10" x 16"	16-1/4"	10"	1-5/8"	720	181	1304	120	181	217	220	228	157
89B	10" x 16"	16-1/4"	10"	1-5/8"	236	181	427	239	181	432	220	181	157
89A	10" x 16"	16-1/4"	10"	1-5/8"	226	4	1065	220	4	1062	220	181	123
892	10" x 16"	16"	10-1/2"	1-7/8"	130	488	765	120	488	1023	120	181	171
896	12" x 22"	22-5/8"	12-1/2"	2"	103	538	1303	104	538	1380	100	181	194
898A	16" x 17"	17-3/8"	16-3/8"	1-1/2"	60	543	1763	150	543	1963	150	181	194
894	15" x 19"	19-5/8"	15-1/8"	2"	100	81	1275	134	81	175	130	181	175
890	15" x 19"	19-5/8"	15-1/8"	2"	100	12	1225	100	12	1225	100	181	125
896	17" x 20"	20-1/2"	17-5/8"	2"	80	18	1440	80	18	1440	80	181	144

Oval	Hydrozone HD	#/Pallet	Pounds/Pallet
6X9PWATH	1.05	400	545
6X13PWATH	1.35	300	530
10X13SLWATH	2.15	250	663
10X16SLWATH	3	200	725
10X18SLWATH	3.6	200	845
12X18SLWATH	4.12	175	846
10X19-Padre	4.7	200	1065

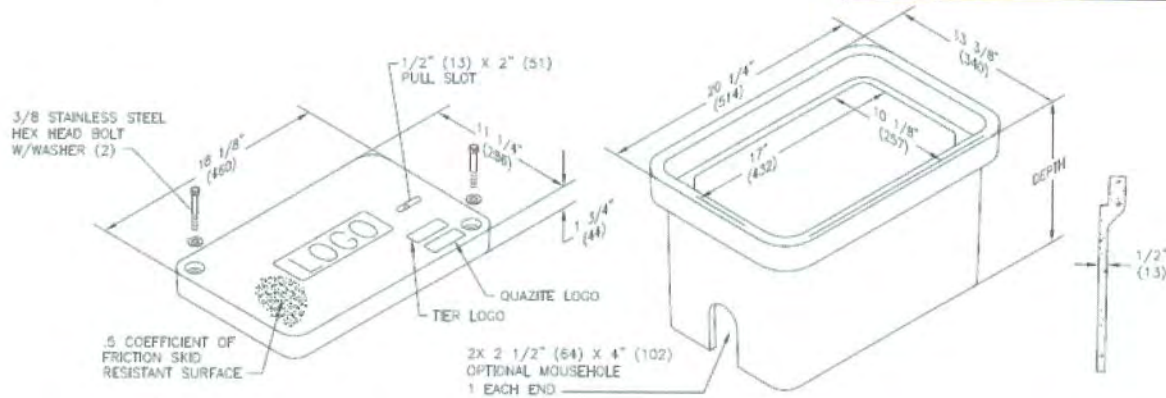
Circular	Hydrozone HD	#/Pallet	Pounds/Pallet
7.25 Valve Box	1.3	250	450
8.75PWATH	1.76	250	565
10.5PWATH-Crescent	1.82	220	525
11.75SLWATH	2.06	220	578
12.0PWATH Mueller	2.42	200	609
12.25PWATH Type A	2.82	200	689
12.5PWATH Type C	3.12	200	749
12.25PWATH Type X	2.75	200	675
14.5PWATH Type X	4.55	175	921
16.5PWATH	5.38	175	1067
15.75LL Mueller	5.12	150	893
18.25LL Mueller	6.85	125	981
20.0SLWATH	10	96	1085
21.25PWATH Monitor	12.5	96	1325

NICOR, INC. 100 Commons Rd., #7-355, Dripping Springs, TX 78620 PH: 707.484.0835 Fax: 512.276.2033		DATE: 10/1/01 DRAWN BY: J. L. BROWN CHECKED BY: J. L. BROWN APPROVED BY: J. L. BROWN
PROJECT: 100 Commons Rd., #7-355, Dripping Springs, TX 78620 DRAWING NO: 100 Commons Rd., #7-355, Dripping Springs, TX 78620 REVISION: 100 Commons Rd., #7-355, Dripping Springs, TX 78620		APPLICATION: RECTANGULAR WATER LIDS SERIES UTILITY BOXES CUSTOMER DRAWING: 100 Commons Rd., #7-355, Dripping Springs, TX 78620

100 Commons Rd., #7-355, Dripping Springs, TX 78620
 PH: 707.484.0835 Fax: 512.276.2033

www.nicorinc.net

Hex Head Bolts are Standard



Covers

Description	Tier	Design/Test Load #	Weight #	Pallet Qty	Part No.
W/2 Bolts	8	8,000 / 12,000	27	40	PG1118CA00**
W/ 2 Bolts	15	15,000 / 22,500	27	40	PG1118HA00**
No Bolts	8	8,000 / 12,000	27	40	PG1118WA00**
W/ 2 Bolts	22	22,500 / 33,750	27	40	PG1118HH00**

To order gasketed covers, replace the letter "A" with the letter "G".

Replace ** with a logo code ([Click Here](#))

NOTE: Gasketed covers and bolt grommets must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.

Boxes

Description	Depth	Tier	Design/Test Load #	Weight	Pallet Qty	Part No.
Standard Open Bottom	12"	22	25,500/33,750	40	30	PG1118BA12
	18"		25,500/33,750	53	24	PG1118BA18
Solid Bottom	12 1/2"	22	25,500/33,750	43	30	PG1118DA12
	18 1/2"		25,500/33,750	60	24	PG1118DA18
Footed Box	12 1/2"	22	25,500/33,750	41	30	PG1118JA12
	18 1/2"		25,500/33,750	55	24	PG1118JA18

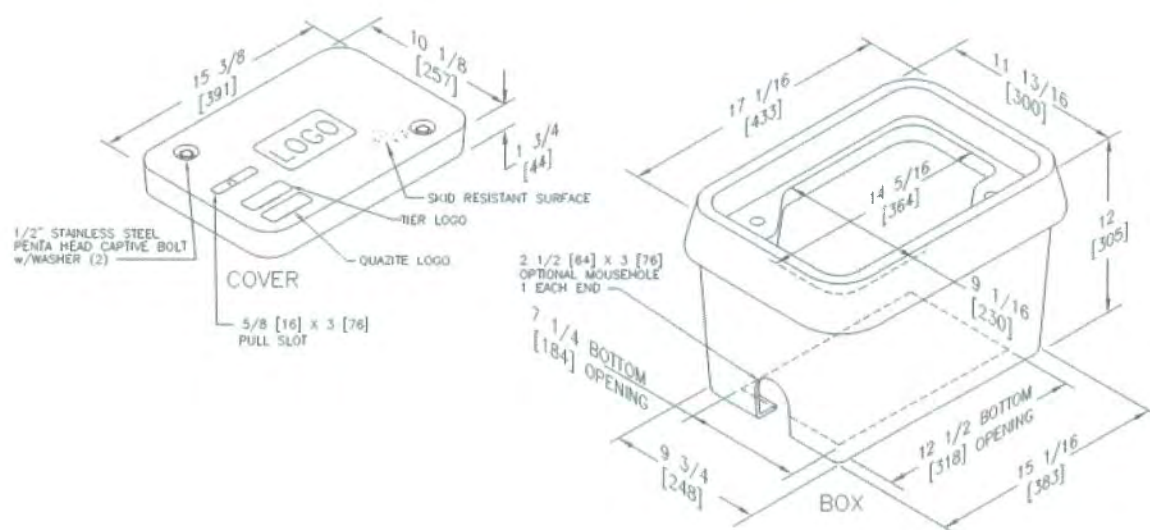
To order boxes with 2 standard mouseholes, replace the letter "A" with the letter "B".

To order gasketed boxes, replace the letter "A" with the letter "G".

NOTE: Gasketed covers and bolt grommets must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.



Penta Head Bolts are Standard



Covers

DESCRIPTION	TIER	DESIGN/TEST LOAD#	WEIGHT #	PALLET QTY	PART NO.
W/2 Bolts	8	8,000 / 12,000	17	100	C10101502A***
W/2 Bolts	15	15,000 / 22,500	19	100	C12101502A***
No Bolts	8	8,000 / 12,000	17	100	C00101502A***
No Bolts, W/CI Reader, Over 90	5	5,000 / 7,500	20	100	C08101502C009
No Bolts , W/CI Reader, Under 90	5	5,000 / 7,500	20	100	C08101502D009

Replace *** with a logo code (Click Here)

Boxes

DESCRIPTION	DEPTH	TIER	DESIGN/TEST LOAD#	WEIGHT #	PALLET QTY	PART NO.
Standard Open Bottom	12"	8	8,000/12,000	24	25	B13101512A
	12"	15	15,000/ 22,500	27	25	B14101512A
Solid Bottom	12"	8	8,000/12,000	28	25	B13101512B
	12"	15	15,000/ 22,500	31	25	B14101512B

To order boxes with 2 standard mouseholes, replace the last character with "M".

To order gasketed boxes, replace the last character with "G".

NOTE: Gasket reduce the inflow of fluids but do not make the enclosure water tight.



To order boxes with 2 standard mouseholes, replace the last character with "M".

To order gasketed boxes, replace the last character with "G".

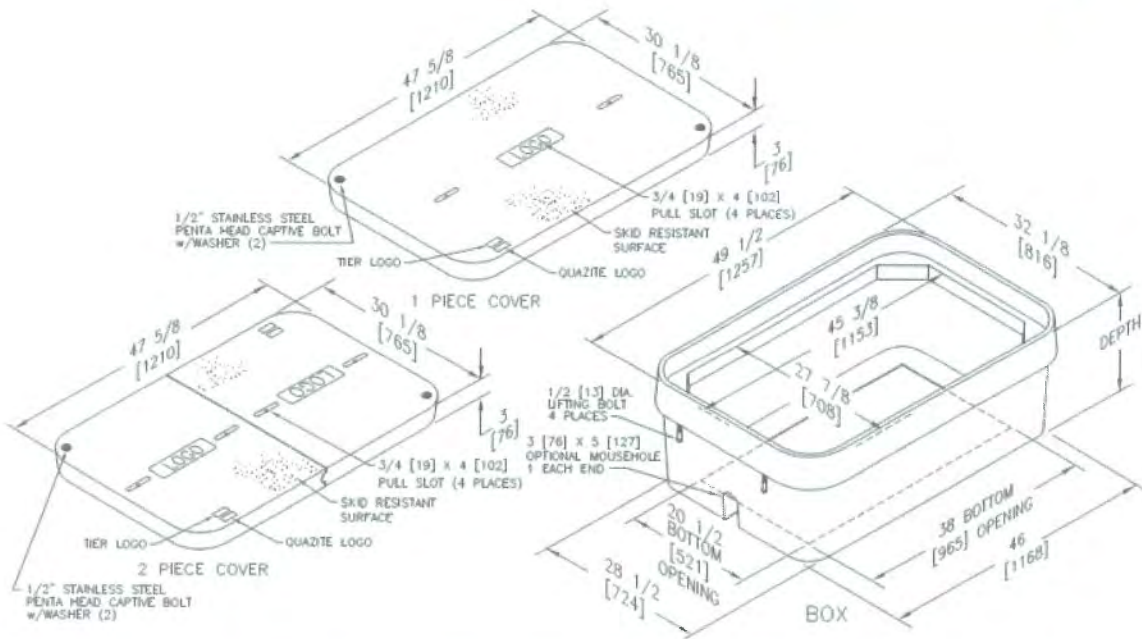
NOTE: Gasket reduce the inflow of fluids but do not make the enclosure water tight.

NOTE: Cover rating cannot exceed box rating.



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Penta Head Bolts are Standard



COVERS

DESCRIPTION	TIER	DESIGN/TEST LOAD#	WEIGHT #	PALLET QTY	PART NO.
2 Piece W/ 2 Bolts	8	8,000 / 12,000	165	10	C10304803A***
2 Piece W/ 2 Bolts	15	15,000 / 22,500	225	10	C12304803A***
2 Piece No Bolts	8	8,000 / 12,000	165	10	C00304803A***
2 Piece W/ 2 Bolts	22	22,500 / 33,750	225	10	C16304803A***
1 Piece W/ 2 Bolts	8	8,000 / 12,000	165	10	C10304803Y***
1 Piece W/ 2 Bolts	15	15,000 / 22,500	225	10	C12304803Y***
No Bolts, W/CI Reader, Over 90	5	5,000 / 7,500	168	10	C08304802E009
No Bolts, W/CI Reader, Under 90	5	5,000 / 7,500	168	10	C08304802F009
W/2 Bolts, W/CI Reader, Over 90	5	5,000 / 7,500	168	10	C18304802E009
W/2 Bolts, W/CI Reader, Under 90	5	5,000 / 7,500	168	10	C18304802F009

Replace *** with a logo code (Click Here)

BOXES

DESCRIPTION	DEPTH	TIER	DESIGN/TEST LOAD#	WEIGHT #	PALLET QTY	PART NO.
Standard Open Bottom	18"	8	8,000 / 12,000	130	6	B13304818A
	24"		8,000 / 12,000	148	5	B13304824A
	36"		8,000 / 12,000	160	4	B13304836A
	18"	15	15,000 / 22,500	135	6	B14304818A
	24"		15,000 / 22,500	153	5	B14304824A
	36"		15,000 / 22,500	170	4	B14304836A

	18"	22	22,500 / 33,750	135	6	B16304818A
	24"		22,500 / 33,750	153	5	B16304824A
	36"		22,500 / 33,750	170	4	B16304836A
Solid Bottom	18"	8	8,000 / 12,000	140	6	B13304818B
	24"		8,000 / 12,000	158	5	B13304824B
	36"		8,000 / 12,000	170	4	B13304836B
	18"	15	15,000 / 22,500	140	6	B14304818B
	24"		15,000 / 22,500	158	5	B14304824B
	36"		15,000 / 22,500	170	4	B14304836B
	18"	22	22,500 / 33,750	140	6	B16304818B
	24"		22,500 / 33,750	158	5	B16304824B
	36"		22,500 / 33,750	170	4	B16304836B

To order boxes with 2 standard mouseholes, replace the last character with "M".

To order gasketed boxes, replace the last character with "G".

NOTE: Gasket reduce the inflow of fluids but do not make the enclosure water tight.

NOTE: Cover rating cannot exceed box rating.



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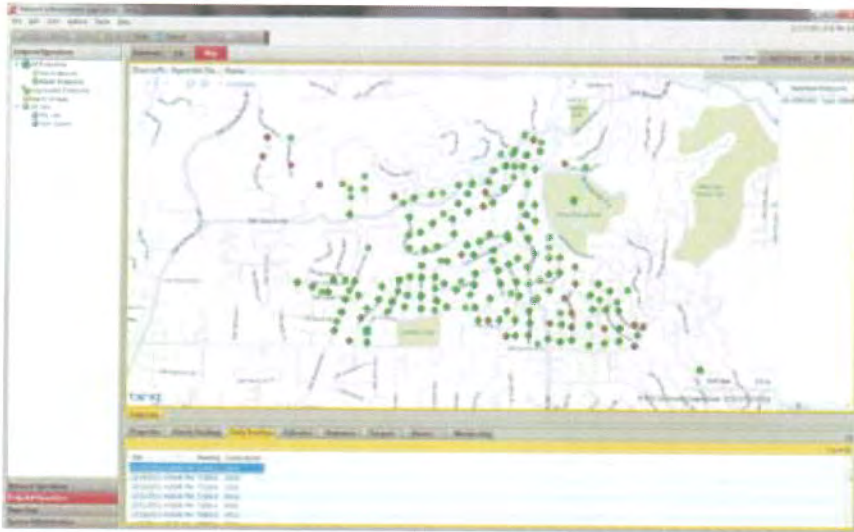
ChoiceConnectTM AMI Network Software

Comprehensive network data collection and system management

Itron's Network Software offers water providers the ability to transform their business through the analysis of meter data collected over the ChoiceConnect network. Network Software is a powerful tool that maximizes the fixed network system's performance and delivers granular data collected by the network into actionable intelligence that today's water providers require.

NETWORK SOFTWARE COMPONENTS

- » Network Administrative Application (NAA)
Administrative application that monitors the health of the entire fixed network system and exports defined reports.
- » Network Performance Application (NPA)
Web-based installation tool with long-term trending and analysis of fixed network performance.
- » Network Web Application (NWA)
Web-based window allows analysis capabilities of up to 400 days of collected data.



NETWORK ADMINISTRATIVE APPLICATION OVERVIEW

NAA runs automatic diagnostics on the current status of the ChoiceConnect fixed network and allows the system administrator to keep the system running smoothly. The application enables the utility to quickly assess the health of the fixed network by accessing reports on system conditions for ERT[®] communication modules and network collectors and repeaters. NAA also manages the network data collection, collecting consumption reads and time synchronized hourly interval reads for data logging and alarms, as well as data presentment and export options of the collected data.

Features and Benefits

NAA is a rich-client application designed primarily to collect and export consumption and event data and to allow the utility's system administrator to address and handle data processing exception and fault conditions as they are encountered.

NAA manages and executes:

» Network Status

- Visualization of collector, repeater and ERT location and status using integrated mapping technology
- Event notification capability for delivery of time critical system status information
- Over a dozen standard reports with capability to customize reports for specific utility needs including:
 - Leak Report
 - Tamper Report
 - Reverse Flow Report
 - Usage on Inactive Account
 - No Usage on Active Account
- ERT Properties
 - Monitor the status and operation of every ERT module in the network
 - See the hour-by-hour read rate of each ERT
 - Filter and search for a particular ERT, group or all ERTs that the system reads

» Data Collection Management

- Register and interval consumption data with 400-day storage
- Two-way communications to the ERT that enables:
 - On-Demand Consumption Read — to extract a specific read from a single ERT or from a specified group of ERTs
 - On-Demand Interval Data — to extract a specified range of historical interval data reads from a single ERT or specified group of ERTs
- ERT Readings
 - View readings for a specific ERT in the system
- ERT Tamper and Alarms
 - View tamper information for a specific ERT

NETWORK PERFORMANCE APPLICATION

Long-term network performance data is provided via the web based NPA. NPA measures network performance during deployment activities to ensure proper read requirements are met. It also provides a comprehensive analysis of long term performance and health of the network using graphs, charts and mapping to articulate critical, device specific information for effective network management.

Features and Benefits

NPA is a deployment tool for use by Itron Professional Services staff during initial rollout of a fixed network system. NPA allows the Project Manager to input a baseline schedule of when ERTs should be installed according to the overall project schedule, and as these ERTs come on-line and are heard by the network. Their actual installation date is shown on a graph superimposed on the original baseline. Thus, NPA allows project managers the ability to track actual project progress against planned. Once deployment has been completed, the customer retains access to NPA.

NPA software provides additional value to customers over the life of the system by allowing customers to trend and analyze system performance beyond the 18 months that is available via the NAA diagnostic tools.

A principal benefit of NPA is to increase the read rate reliability of the network. This is done with the Adaptive Channel Planning. This feature resides in NPA and uses a variety of mathematical and statistical methodologies to detect when and/or if certain RF channels may be suffering degraded performance within the ISM band. Once pre-selected performance thresholds are crossed, Adaptive Channel Planning uses two-way communication (as described in NAA) to transmit a channel plan that blocks suspect channels from further use, therefore increasing overall read rate reliability. Should the suspect channel later be detected as available (hysteresis window is typically about one month), a new channel plan will be issued again via two-way making that channel once again available for use.

NPA enables:

- » Ability to analyze network performance by route, region, city or other configurable group
- » Long-term network performance trending
- » Delivery of daily read and interval data statistics
- » Acquisition of meter read redundancy reports
- » Visualization of Cellular Control Unit's (CCU's), repeaters and communication modules (100W & 60W ERT modules) in map view
- » Scalable network expansion to support future needs

NPA provides utilities with a comprehensive set of CCU performance analysis that allows users to view:

- » **Collector Properties**
Review CCU configuration and change assigned WAN type and grouping.
- » **Communications**
The CCU Detail read-only tab displays the collector's current communication settings.
- » **Scan Schedule**
Show the scan schedule properties inherited from the configuration group the CCU is currently assigned to.
- » **ERT Type**
Summary view of the ERT type.
- » **ERT Type Exclusions**
Summary view of the ERT type exclusion properties inherited from the configuration group that the collector is currently assigned to.
- » **CCU Alarms**
Shows reported alarms for a specific time period.
- » **CCU Data Update Log**
Monitor communication status for the system devices as well as view communication statistics for the selected CCU over a specified time period.



NETWORK WEB APPLICATION

NWA allows you to quickly access and analyze up to 400 days of collected daily and hourly data in an easy-to-use web browser interface — without the necessity of loading and managing rich-client software and without the inconvenience of wading through numerous system administration functions simply to access consumption information for a selected account.

Features and Benefits

- » **Account Search**
Offers the ability to search on specific parameters including Account#, City, State, Zip, ERT ID, Meter ID, Premise ID, and Transformer ID. Wildcards are permissible.
- » **Daily Consumption Tab**
Once an account is selected, all associated properties information is displayed as well as the most current read date, time, and reading.
- » **Hourly Consumption Tab**
Clicking on the HOURLY tab presents all the same information as the DAILY tab, but the daily line graph changes to a bar chart showing hourly consumption for each of the 24 hours of the selected day.
- » **On-Demand Read**
In either the Daily or Hourly tab, there is a button labeled "ON DEMAND READ". This button when clicked delivers the same functionality as the "On-Demand Consumption Read" feature described in NAA.
- » **Current Tamper Tab**
By clicking on the current tamper tab all active tamper will show including cut cable and reverse-flow.

FEATURE SET

Fixed Network Software

Network Administration Application (NAA)

- » Endpoint Operations Domain
 - Summary Page
 - Active Endpoint Count
 - Endpoint List Page
 - Endpoint Properties Tab
 - Daily Readings Tab
 - Hourly Readings Tab
 - Collectors Tab
 - Repeaters Tab
 - Tamperers Tab
 - Alarms Tab
 - Membership Tab
- Collector/Repeater List Page
- Diagnostic Map Page
- System Status Summary Page
- » Operational Reports
 - Leak Report
 - Tamperers Report
 - Reverse Flow Report
 - Usage On Inactive Report
 - No Usage on Active Report
 - Endpoints Reporting Alarms Report
 - Collectors Reporting Alarms Report

Network Web Application (NWA)

- » Daily Consumption - Single Account (400 Day View)
- » Hourly Consumption - Single Account (24 Hour View)
- » Compare 400 days of data (i.e. Daily - same month, previous year)
- » On-Demand Read (Up To 40 Days)
- » On-Demand Read (Up To 40 Days)

Network Performance Application (NPA)

- » Measure network performance against baseline ERT installation schedule
- » Comprehensive performance analysis tool using graphs, charts, mapping



At Itron, we're dedicated to delivering end-to-end smart grid and smart distribution solutions to electric, gas and water utilities around the globe. Our company is the world's leading provider of smart metering, data collection and utility software systems, with over 8,000 utilities worldwide relying on our technology to optimize the delivery and use of energy and water.

To realize your smarter energy and water future, start here: www.itron.com

CORPORATE HEADQUARTERS

2111 N Molter Road
Liberty Lake, WA 99019
USA

Phone: 1.800.635.5461

Fax: 1.509.891.3355

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INDIRECT SALES AGREEMENT

This Indirect Sales Agreement (the "**Agreement**") is entered into as of [month/day/year] (the "Effective Date") by and between Itron, Inc. ("**Itron**") and [redacted] ("**Customer**"). Itron and Customer may each be referred to as a "**Party**" and together as the "**Parties**."

Customer shall execute this Agreement prior to its receipt of any Itron software, services or equipment by an authorized Itron distributor (each a "**Distributor**"). The terms of Customer's agreement with a Distributor shall govern Customer's purchase of Itron equipment or services from a Distributor (it being understood that Distributor will pass certain Itron warranties through to Customer). The terms of this Agreement shall govern (i) any software provided by Itron, regardless of whether the order for such software is placed with a Distributor or directly with Itron, and (ii) any order of equipment or services placed directly with Itron.

The Parties agree as follows:

1. Software Terms

1. Definitions.

"Delivery," with respect to Software, means that Itron has either made the Software available to Distributor via electronic means or has provided the Software to a carrier on physical media for delivery to Distributor.

"Documentation" means all printed or electronic materials published or otherwise that are provided to Customer and that describe or relate to the functional, operational or performance capabilities of the Software.

"Endpoint" means (i) a physical device (e.g., a meter, encoder-transmitter-receiver or other measuring or monitoring device) that is the source of data used in the Software application or (ii) a virtual device created in the Software application to simulate the existence of a physical device. An example of a virtual device that is an Endpoint would include a single electricity meter that serves 10 apartment units. If the consumption data from that electricity meter was divided between the 10 units (e.g., on the basis of square footage) and used in the Software application as if that single electricity meter was actually 10 electricity meters, it would count as 10 Endpoints. Further, each account, whether active or inactive, in the application that is associated with a single physical device counts as a separate Endpoint.

"Object Code" means the binary, machine-readable version of the Software.

"Software" means software identified on Attachment A that is owned by Itron and any modifications, corrections, improvements or enhancements thereto provided by Itron.

"Source Code" means human-readable computer programming code, associated procedural code and related documentation.

"Specifications" means the applicable published Itron functional specifications for an item of Software.

"Third Party Software" means software that is not owned by Itron but is identified on Attachment A as being provided by Itron.

"Use" means the ability to run, execute, display and, subject to the restrictions described below, duplicate and distribute internally.

"Warranty Period," with respect to a particular item of Software, means the warranty term beginning on the warranty start date, as set forth on Attachment A.

2. License Grant.

Subject to the terms of this Agreement, Itron grants to Customer a nonexclusive, nontransferable, perpetual Object Code license to Use the Software and Documentation for its internal business purposes only in connection with the number of Endpoints set forth in Attachment A.

3. Restrictions.

As a condition to the foregoing license grant, Customer shall not (i) violate any restriction set forth on Attachment A, (ii) modify or create any derivative work from the Software, (iii) include the Software in any other software, (iv) use the Software to provide processing services to third parties or on a service bureau basis, (v) reverse assemble, decompile, reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software, or (vi) use the Software to process business information concerning customers derived through merger, asset acquisition or other entity combination. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein. The Software and Documentation shall be considered the confidential information of Itron and, as such, shall be subject to the confidentiality provisions of this Agreement.

4. Invoicing.

Distributor will invoice Customer for the Software and Itron will invoice Distributor.

5. Limited Software Warranty

1. Warranty and Remedy.

For the Warranty Period, Itron warrants to Customer that the Software will perform substantially in accordance with the Specifications. Itron does not warrant that the Software will operate uninterrupted or error-free. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron to repair or replace the non-conforming Software. If Itron, in its sole discretion, is unable to repair or replace non-conforming Software, Itron will refund to Customer the amount paid for such Software. Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer's license to Software for which it has received a refund hereunder shall terminate upon its receipt of a refund.

2. Exclusions.

The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the Software in combination with software, equipment or communications networks not provided by Itron, (ii) a change to the Software's operating environment not made or authorized by Itron, (iii) Customer's failure to install any correction or enhancement provided by Itron, (iv) viruses introduced through no fault of Itron, (v) any use of the Software not authorized by this Agreement. The warranty provided in this Section is valid only if Customer has complied with the terms of this Agreement (including paying the applicable Software license fees) and shall be void to the extent of any modification to the Software not authorized by Itron.

6. *Third Party Software and Documentation.*

Itron shall provide the Third Party Software, if any, identified on Attachment A and any related documentation. Any Third Party Software, and related documentation provided by Itron in connection with this Agreement shall be subject to a separate license agreement between the Customer and the third party software provider and will be subject to separate third party warranties, if any. Customer agrees that it will be bound by and will abide by all such third party software licensing arrangements. Customer is solely responsible for acquiring any software that is required to use the Software or Third Party Software.

7. *Audit.*

Customer will maintain accurate and detailed records as necessary to verify compliance with this Agreement. Itron may audit these records to verify compliance at any time during Customer's regular business hours after giving notice 5 business days in advance of the audit. Except as described below, Itron will bear all costs and expenses associated with the exercise of its audit rights. Any errors in payments identified will be corrected by Customer by appropriate adjustment. In the event of an underpayment of more than 5 percent, Customer will reimburse Itron the amount of the underpayment, reasonable costs associated with the audit, and interest on the overdue amount at the maximum allowable interest rate from the date the obligation accrued.

8. *Obligations Upon Termination for Cause.*

Upon a termination by Itron for cause, Customer's license to any Software and right to receive maintenance and support for such Software shall immediately terminate and Customer shall (i) delete any Software from all of its computers, (ii) immediately deliver to Itron or destroy all copies of such Software and any related Documentation and (iii) certify in writing to Itron within 10 days of any such termination that, to the best of Customer's knowledge, Customer has complied with this Section.

9. *Other Provisions.*

Customer shall not, directly or indirectly, export or transmit the Software to any country to which such export or transmission is prohibited by any applicable regulation or statute. The Parties agree that Software provided under this Agreement shall be deemed to be "goods" within the meaning of Article 2 of the Uniform Commercial Code, except when such a practice would cause an unreasonable result. The Parties agree that the Uniform Computer Information Transaction Act (or a version thereof or substantially similar law) shall not govern this Agreement.

2. **Equipment Terms**

SUB-ITEMS a., b. AND c. BELOW APPLY ONLY TO EQUIPMENT PURCHASED BY CUSTOMER DIRECTLY FROM ITRON:

1. *Equipment Purchase.*

Customer agrees to purchase the equipment, if any, identified on Attachment A (the "**Equipment**") from Itron at the price(s) and in the quantities set forth thereon pursuant to the terms of this Agreement. Prices set forth on Attachment A are valid for one year from the date of this Agreement.

2. *Ordering*

During the term of this Agreement, Customer shall order quantities of Equipment by issuing a purchase order, change order or release (each an "**Order**") to Itron, in each case specifying the type and quantity of Equipment, the shipment destination and the requested delivery date. Unless otherwise agreed in a separate writing signed by an authorized representative of each Party, the requested delivery date in an Order must be no earlier than ninety days following Itron's receipt of such Order.

1. *Firmware*

The purchase of Equipment manufactured by Itron will include a perpetual, irrevocable license to use and execute any software embedded in the Equipment. The license to any software embedded in third party Equipment provided by Itron shall be between Customer and the manufacturer of such third party Equipment.

2. *Invoicing.*

Itron will invoice Customer for the Equipment upon shipment.

3. *Delivery, Title and Risk of Loss.*

Unless otherwise agreed by the Parties, Itron will make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense. For Equipment delivered to Canada, title to the Equipment and risk of loss shall pass to Customer upon delivery to the Customer. For Equipment delivered to all other locations, title to the Equipment and risk of loss shall pass to Customer upon Itron's delivery to a carrier for shipment to Customer.

4. *Limited Equipment Warranty*

1. *Warranty and Remedy.*

Except as otherwise set forth on Attachment A, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment if purchased directly from Itron and 14 months if purchased through a Distributor. Except to the extent otherwise provided in Attachment A, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A shall be for Itron to repair non-conforming Equipment or provide Customer

with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer will pay the cost of returning non-conforming Equipment to the place of repair designated by Itron and Itron will pay the cost of delivering repaired or replacement Equipment to Customer.

2. *Exclusions.*

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied by Itron. The warranty provided herein shall be void if the Equipment is modified in a way not authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer.

3. **Cloud Service Terms**

1. *Access to Cloud Service.*

Subject to the terms of this Agreement, Itron grants to Customer, for its internal business purposes only, the non-transferrable, non-exclusive right to access and use the service identified on Attachment A (the "**Cloud Service**") in accordance with the terms of service attached hereto as Attachment B (the "**Terms of Service**").

2. *Use Restrictions.*

Customer is responsible for maintaining the confidentiality of all information required to access the Cloud Service and for the activities of its employees or representatives that access the Cloud Service. Customer will not (i) access or use the Cloud Service other than in accordance with the Cloud Service documentation; (ii) reverse engineer the software underlying the Cloud Service; (iii) engage in any activity that interferes with or disrupts the Cloud Service or any servers or networks connected to the Cloud Service; (iv) allow a third party to access the Cloud Service or operate the Cloud Service for the benefit of a third party, including as a service bureau; (v) modify or create derivative works based on the Cloud Service; or (vi) use the Cloud Service in a manner that violates any law or regulation or the rights of any third party.

3. *Cloud Service Term.*

Itron will make the Cloud Service available to Customer for an initial one-year period beginning on the Effective Date. Thereafter, Itron shall provide the Cloud Service for successive one-year periods unless the Cloud Service is terminated in writing by either Party at least 90 days prior to the end of the then-current one-year period.

4. *Invoicing.*

Itron shall invoice Customer for the initial annual Cloud Service fee identified on Attachment A immediately following the Effective Date. Thereafter, Itron shall invoice Customer for each successive one-year period prior to the commencement of such period. Itron may elect to increase the annual fee for any successive annual period by providing Customer with written notice of such increase at least 90 days prior to the commencement of such period.

5. *Customer Data.*

Customer retains all right, title and interest in and to any electronic data or information contained in any database, table or similar file or document provided by Customer for use in connection with any Cloud Service (the "**Customer Data**"). Customer grants to Itron a license to use the Customer Data to the extent necessary for Itron to provide the Cloud Service, or as required by law. Customer is solely responsible for the Customer Data, including providing the Customer Data required for proper operation of the Cloud Service, and will not provide, post or transmit any Customer Data or any other information or material that: (i) infringes or violates the rights of any third party or any law or regulation or (ii) contains any virus or programming routine that has the effect of damaging, surreptitiously intercepting or expropriating any system, data or personal information. Itron may take any remedial action it deems advisable to address any violation of this Section but Itron is under no obligation to review Customer Data for accuracy or potential liability. Customer agrees to indemnify Itron for any loss or damage suffered by Itron in connection with Customer's breach of its obligations under this Section.

6. *Service Levels.*

Itron agrees to make commercially reasonable efforts to: (i) maintain Appropriate Security Measures (defined below); (ii) provide regular backups for the Customer Data as further described in the Terms of Service; and (iii) make the Cloud Service generally available 24 hours a day and 7 days a week except for (y) planned downtime in accordance with the Terms of Service and (z) downtime caused by circumstances beyond Itron's reasonable control, including telecommunications or network failures or delays, computer failures that could not reasonably have been prevented by Itron or acts of vandalism (e.g., network intrusions and denial of service attacks). Itron's sole obligation, and Customer's exclusive remedy, in connection with a breach of any obligation of Itron with respect to the performance or availability of the Cloud Service shall be for Itron, at its option, to correct the failure or to refund to Customer the amount paid for the Cloud Service for the period in which it was affected. Customer's subscription to the Cloud Service shall terminate upon its receipt of any such refund. "**Appropriate Security Measures**" means customary technical, physical and procedural controls to protect Customer Data against destruction, loss, alteration, or unauthorized disclosure to third parties. Customer acknowledges that, notwithstanding Appropriate Security Measures, use of or connection to the Cloud Service presents the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Cloud Service and Customer Data. Accordingly, Itron does not guarantee the privacy, security or authenticity of any information stored in connection with or transmitted to or from any Cloud Service.

7. *Federal Communications Commission ("FCC") Licensed Facilities.*

Customer acknowledges and agrees that Itron maintains the exclusive right to operate and control any Federal Communications Commission ("FCC") licensed facilities involved in the provision of services, including the transmitter and other components that produce RF energy (e.g. Itron Cell Control Units, Endpoints, etc.). Itron will make all decisions regarding any FCC licenses used to implement the Cloud Services provided for by this Agreement, including the preparation and filing of applications with the FCC.

4. Payment Terms and Taxes.

The following terms shall apply to any equipment, services or software purchased by Customer directly from Itron. For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement.

5. Changes.

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

6. Confidentiality.

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any software provided by Itron in connection with this Agreement shall be considered the confidential information of Itron.

7. IP Ownership

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

8. Indemnification

1. General Indemnity.

Itron will defend Customer from any third party claim for (i) wrongful death of or bodily injury, to the extent caused by Itron's gross negligence or intentional torts, or (ii) physical damage to tangible personal property, to the extent caused by Itron's gross negligence or intentional torts, and will pay costs and damages awarded against Customer in any such claim that are specifically attributable to Itron's gross negligence or intentional torts or those costs and damages agreed to by Itron in a monetary settlement of such claim.

2. Infringement Indemnity.

Itron will defend at its own expense any action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark, and Itron will pay those costs and damages awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to by Itron in a monetary settlement of such action. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

3. Conditions to Infringement Indemnity.

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service, becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

4. Exclusions.

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed

Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

5. *Right to Defend.*

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense or settlement of the claim and provide Itron with reasonable assistance in connection with such defense or settlement. Customer may employ counsel at its own expense to assist it with respect to any such claim.

6. *Indemnity Disclaimer*

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

9. **Warranty Disclaimer.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

10. **WAIVER OF CONSEQUENTIAL DAMAGES.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

11. **CAP ON LIABILITY.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE HEREUNDER. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

12. **Term and Termination**

1. *Term of Agreement.*

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through December 31st of the year in which any products or services to be provided hereunder have been provided. The term of this Agreement shall thereafter automatically renew for successive one year periods unless either Party provides the other with written notice of its intent not to renew at least 90 days prior to such termination; provided, however, that Customer shall be obligated to purchase and Itron shall be obligated to provide any product or service that is the subject of an unfulfilled order accepted by Itron prior to the time of any such termination. Notwithstanding the foregoing, the term of any license provided by Itron hereunder shall be as set forth in the provision granting such license.

2. *Termination for Cause.*

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement, the Distributor/Customer agreement or the Distributor/Itron agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

3. *Survival.*

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

13. **Miscellaneous**

1. *Entire Agreement.*

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order

acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

2. *Amendments and Waivers.*

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

3. *Governing Law; Jury Trial.*

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Washington without reference to Washington conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

4. *Assignment.*

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment.

5. *Publicity.*

Unless otherwise provided in a separate confidentiality agreement between the Parties, each Party may issue a press release following the execution of this Agreement, subject to the other Party's written approval, which shall not be unreasonably withheld. Each Party hereby consents to the other Party's use of its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

6. *Force Majeure.*

Neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts (a "**Force Majeure Event**"). Notwithstanding the foregoing, no obligation to make any payment required under this Agreement is excused as a result of a Force Majeure Event.

7. *Notices.*

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron: Attn: General Counsel
Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

Customer:

8. *Miscellaneous.*

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and support for products will be provided pursuant to a separate maintenance agreement. Itron shall perform all work to be performed in connection with this Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

Agreed to and accepted:

Itron, Inc.

Customer

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Exempt: _____ Yes/No (if Yes, attach copy of Tax Exemption Certificate)

ATTACHMENT A-1

Please check the type of Software being licensed or hosted (Itron Cloud Service) and enter the number of meters.

Software	Units	Warranty Start Date	Warranty Term	Itron Cloud Service
*MV-RS	Up to _____ Endpoints	Delivery	14 months	N/A
Field Collection System Software	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Network Software	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Network Software – Outage Notification	Up to _____ Endpoints	Delivery	5 months	N/A
Itron Analytics	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Itron Analytics Customer Portal	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Itron Security Manager (ISM)	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Field Deployment Manager (FDM)	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
FDM – Endpoint Tools Enhanced	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Mlogonline	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>

*Customer receives 5 months of Phone Support at no charge for the MV-RS Product.

PRICING SUMMARY FOR PRODUCTS AND SERVICES PURCHASED DIRECTLY FROM ITRON

ATTACHMENT A-2

Warranty Terms

Product	Warranty Terms
Mobile Collector	3 years from shipment
Centron and Sentinel electricity meters	3 years from shipment
Repairs for out-of-warranty electricity meters	Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
200W series water endpoints (including battery)	<p>Standard Warranty: Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p> <p>Optional Extended Warranty (if purchased by Customer):</p> <p>For warranty claims in years 6 through 10, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 100 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
100W and 60W series water endpoints (including battery)	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
Leak Sensor	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p>
Upgraded handhelds or mobile collectors	90 days from shipment
METRIS Meters and I-250 Meters	<p>Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</p> <p>Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron, at its option, to repair any non-conforming METRIS Meters and I-250 Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter and I-250 Meter, Itron will refund to Customer the depreciated value of such non-conforming METRIS Meter and I-250 Meter. At the request of Itron, Customer will provide evidence of a meter's service history to verify warranty coverage.</p>

ATTACHMENT B

Terms of Service - Itron Fixed Network Cloud Services

Fixed Network Managed Services

Itron's Cloud Services provides a managed service package to deliver meter data collected using the Fixed Network Solution with two optional levels of field operations and maintenance. The first option includes operation and maintenance for the network devices. The second option includes the operation and maintenance of the end points.

System Activation and CCU Configuration

When the purchase order is received the Fixed Network solution is setup and ready to start configuring Collectors. Collectors must be configured against the Fixed Network software prior to shipment from manufacturing. If the CCUs are wireless, the wireless cards are provisioned prior to configuration. Once provisioned, airtime will be charged by the vendor to the account owner. If Itron is the account owner, airtime fees begin upon CCU shipment. If Customer is the wireless account owner, a provisioning form must be submitted prior to CCU configuration. This is normally handled during CCU ordering. If the CCU is Ethernet, an Ethernet configuration form must be filled out prior to configuration.

Fixed Network Solution Operations and Maintenance

Managing over all Infrastructure and System Solution operations and maintenance including monitoring and reporting of performance on a daily basis, development of corrective measures to ensure performance requirements are met as defined in this agreement.

Itron's Responsibility

1. All server hardware necessary to run the Fixed Network
2. All 3rd party application software necessary to run the Fixed Network
3. Implement Fixed Network software; apply updates and perform application upgrades as necessary
4. Apply Microsoft and other third party security patches as appropriate
5. Maintain and troubleshoot third party software issues; work with third party to troubleshoot as required
6. Apply upgrades to third party software as appropriate
7. Maintain and administer the Itron Fixed Network Collection Engine software and database
8. Apply updates and perform Fixed Network Solution upgrades as necessary
9. Maintain skill sets necessary to properly operate and administer the Fixed Network system and support the technologies needed
10. Perform initial collector configuration setup (ICS) prior to shipment of CCUs
11. Manage and monitor server hardware and software as well as internet access
12. Manage Collector software revisions, including coordination and scheduling of software downloads
13. Manage the wireless carrier contract if applicable
14. Monitor the CCUs reporting, and troubleshoot head-end issues as necessary including backhaul
15. Monitor the number of repeaters reporting, if applicable, and troubleshoot head-end issues as necessary
16. Support customer technical operations department to handle collector or repeater exceptions
17. Create and manage collector schedules
18. Process collector, repeater, and endpoint location data when provided by Customer (device maintenance file). Data must be delivered via FTP or e-mail and provided in the Itron Fixed Network format
19. Customer's preference of file delivery location - Itron can provide a FTP or Secure FTP site, or Itron can deliver to the Customer's site
20. Create and deliver a daily reads .xml file
21. Create and deliver a daily tamper .xml file (if requested)
22. Create and deliver a daily interval data .xml file (if applicable/requested)
23. Manage collector software revisions, including coordination and scheduling of software downloads
24. Configure and provide notification for system events. Events normally are delivered to the Itron Network Operations department, however by request the Customer can also elect to receive them.
25. Optional Features (fee based):
 1. Operate the Billing Gateway application to process billing reads in MV-RS formatted files.
 2. Provide Endpoint outage/restoration notification AKA PON (for supported endpoints)

Customer Responsibility

1. Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.
2. Provide immediate notification in the event of an employee termination for those with access to the managed system.
3. Maintain system or process to track employee access to the Fixed Network Application.
4. Customer is responsible for providing device maintenance files to Itron in support of the management of the Fixed Network database.
5. Perform field maintenance on Collectors and Repeaters
6. Monitoring of endpoints, endpoint specific reports, and read rates.
7. Perform back office troubleshooting Endpoints; manage exceptions at the Endpoint level
8. Customer is responsible for managing files on the FTP server where the export files are delivered. The FTP server can be Itron's or Customer's.
9. If the FTP server is Itron's, files should be downloaded nightly and files that have been successfully downloaded and processed are to be removed from the FTP location within 7 days.
10. Support Itron in managing interfaces; work with Itron when problems are found
11. The add-on service of Billing Gateway requires a host download file. The decode configuration should be reviewed by the customer to verify that the settings are as expected. A test file must be provided to Itron Cloud Services well in advance of the first production billing run to verify the format, and if need be provide time for iterative testing and modifications. The Billing Gateway host download files can be FTP'd or e-mailed to Itron's Cloud Services department's central e-mail address.
12. Notifying Itron when additional CCUs, repeaters, and endpoints are deployed. The quantity of these components may be changed at any time, however this can affect pricing. Please contact your account manager prior to major system changes.

On-Site Network Managed Services (Optional)

Managing over all Network Field operations and maintenance including monitoring and reporting of network performance on a daily basis, development of corrective measures to ensure network performance requirements are met as defined in this agreement.

Itron's Responsibility

1. Itron will issue identification cards to their field employees in a mutually agreed upon format.
2. Perform field maintenance on Collectors and Repeaters.
3. Itron will identify, investigate and replace as necessary to maintain optimum system performance non-reporting Collectors / Repeaters.
4. RMA, Collectors and Repeaters as outlined in the RMA procedure
5. Network performance reported on Monthly basis; includes collector and repeater level performance and exception resolution
6. Create and manage collector and repeater schedules
7. Relocate network equipment (as required to maintain Performance or if location becomes unavailable)
8. Joint Use Agreement renewals
9. Battery replacement for network equipment (if contracted for 5 year term)

Customer Responsibility

1. Work with Itron when Network problems are found to facilitate resolution.
2. Provide Itron Network equipment location and specific data when expanding the Network and installing new Network equipment.

On-Site Endpoint Operations and Maintenance (Optional)

Managing over all Endpoint Field operating and maintenance including over all monitoring and reporting of read rate performance, development of corrective measures to ensure read rate performance requirements are met as defined in this agreement.

Itron's Responsibility

1. Itron will issue identification cards to their field employees in a mutually agreed upon format.
2. Itron will provide read rate reporting on a monthly schedule.
3. Log trouble tickets for Endpoints and Network Devices requiring field investigations
4. Develop and execute mitigation plans to resolve performance issues.
5. Manage work orders for investigation through completion.
6. Complete field investigations as required; including outages, cut cable, tamper, no usage at active, usage at inactive, customer side leaks
7. RMA endpoints
8. Contingency meter reads
9. Evaluate network statistics including but not limited to RSSI level with RFLAN, and synchronization status
10. Perform desk investigations on exceptions
11. Reporting and Notification: providing over all Endpoint performance reporting and notification in accordance with requirements defined in this agreement. Endpoint performance reporting includes:
 1. Daily read rate performance
 2. Three-day read rate performance
 3. Reporting of any Endpoints that do not read for three (3) consecutive
 4. Reporting on tampers indicators (optional)
 5. Reporting on zero usage on active accounts (optional)
 6. Reporting on usage on inactive accounts (optional)
12. System Performance: A designated Performance Level of XX% shall be used to measure system performance. The performance level is calculated by dividing the number of meters successfully read by the number of meters attempted to be read and processed for the applicable month. Itron will identify, investigate and replace as necessary to maintain optimum system performance non-reporting Endpoints.
 1. **Optional 1:** Itron will investigate the missed radio readings, and non-transmitting meter modules. If Itron finds in its investigations:
 1. Non-transmitting endpoint module: Itron will replace the module where the module is accessible and provide the removed module to the Customer along with account and meter data.
 2. Bad Meter: Itron will identify the bad meter and forward account related information to the Customer
 3. Vacant: If Itron deems the property to be "vacant", then Itron will leave a "96-hour notice" as a door hanger. If the customer does not schedule an appointment with Itron, then Itron will turn these meters over to the Customer for follow-up (these accounts should subsequently be removed from the read list).
 4. Bad endpoint Installation: Meter works properly but readings cannot be obtained by the network. Itron, will within 48 hours of its investigation, notify the Customer of its findings and relocate the endpoint (if possible) to a point at which it can be read by the network.
 5. Inaccessible meter: Itron will notify the Customer of its findings. Customer will investigate and either provides access to Itron or take over investigation of the meter.
 6. Properly transmitting module and good installation: Provide the Customer with the reason the reading was previously missed and corrective actions taken to assure proper reading in the future.
 1. **Option 2** (fee based): Itron will investigate when requested, Zero and Negative Usage readings and Tamper issues, to the extent feasible.
1. Meter readings shall be taken at all meter level investigations that require site visits. These meter readings shall be transmitted to the Customer along with the result of the investigation.
2. If Itron finds "missed reading" problems to be the responsibility of the Customer in greater than 1% of the meter install population over a calendar year basis, Itron reserves the right to invoice the Customer for applicable labor and associated investigation expenses above the 1% of population threshold.

Customer Responsibility

1. **Perform field maintenance on meters; close work orders with Itron.**
2. Provide Itron meter location and meter specific data for the meter investigations targeted for Itron's field investigation personnel.

PROPOSAL SUBMITTED BY



GIANNETTI CONTRACTING CORPORATION

1801 NORTHWEST 18 STREET
POMPANO BEACH, FLORIDA 33069
PHONE: 954-972-8104 FAX: 954-972-8108

SEALED PROPOSAL TO:

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, SUITE 300
NORTH BAY VILLAGE, FLORIDA 33141

PROJECT NAME:

WATER METER REPLACEMENT PROGRAM
BID NO. 2017-001

Date and Time:

March 10, 2017 at 4:00 p.m.

PROPOSAL SUBMITTED BY



GIANNETTI CONTRACTING CORPORATION

1801 NORTHWEST 18 STREET
POMPANO BEACH, FLORIDA 33069
PHONE: 954-972-8104 FAX: 954-972-8108

PROPOSAL SUBMITTED TO:

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, SUITE 300
NORTH BAY VILLAGE, FLORIDA 33141

PROJECT NAME:

WATER METER REPLACEMENT PROGRAM
BID NO. 2017-001

Date and Time:

March 10, 2017 at 4:00 p.m.

PROPOSAL
WATER METER REPLACEMENT PROGRAM
NORTH BAY VILLAGE

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the propose work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

Water Meter Replacement Program BID NO. NBV 2017-001

Furnish all labor and materials to manage the design, equipment supply, replacement of existing water meters, field installation, system implementation, and optimization of a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost effective manner as well as reduce the Village's unaccounted for and non-revenue water. The scope of work involves, but is not limited to, providing and installing software, hardware, as well as providing all necessary training and installation support. The project also includes repairing or replacing associated water service piping as needed from the new water meters to the water main, water meter box replacement, water system testing, removal of existing water meters and boxes, maintenance of traffic, trench/roadway restoration, site restoration, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum project duration for project completion is ten (10) months.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this contract based on the Total Bid Amount and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT

\$ 4,867,917.00

TOTAL BID AMOUNT (IN WORDS)

Four Million Eight Hundred Sixty Seven thousand nine hundred seventeen dollars and zero cents

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, Bonds & Insurance	1	LS	<u>200861.</u>	<u>200861.</u>
2.	Maintenance of Traffic	1	LS	<u>60000.</u>	<u>60000.</u>
3.	Mobile Based AMI System Implementation and Support	1	LS	<u>64680.</u>	<u>64680.</u>
4.	Mobile AMI Analytics Software Implementation and Support	1	LS	<u>20791.</u>	<u>20791.</u>
5.	Water Loss Management System Implementation and Support	1	LS	<u>42750.</u>	<u>42750.</u>
6.	Customer Engagement Program Implementation and Support	1	LS	<u>28350.</u>	<u>28350.</u>
7.	Furnish and Install (F & I) 5/8" Solid State meters	265	EA	<u>1115.</u>	<u>295475.</u>

8.	F & I, 3/4" Solid State meters	65	EA	<u>1139.</u>	<u>74035.</u>
9.	F & I, 1" Solid State meters	200	EA	<u>1325.</u>	<u>265000.</u>
10.	F & I, 1 1/2" Solid State meters	75	EA	<u>6178.</u>	<u>463350.</u>
11.	F & I, 2" Solid State meters	70	EA	<u>6605.</u>	<u>462350.</u>
12.	F & I, 3" Solid State meters	30	EA	<u>7560.</u>	<u>226800.</u>
13.	F & I, 4" Solid State meters	15	EA	<u>8561.</u>	<u>128415.</u>
14.	F & I, 5/8" Standard meters	10	EA	<u>1139.</u>	<u>11390.</u>
15.	F & I, 3/4" Standard meters	10	EA	<u>1183.</u>	<u>11830.</u>
16.	F & I, 1" Standard meters	10	EA	<u>1379.</u>	<u>13790.</u>
17.	F & I, 1 1/2" Standard meters	10	EA	<u>1872.</u>	<u>18720.</u>
18.	F & I, 2" Standard meters	10	EA	<u>2088.</u>	<u>20880.</u>
19.	F & I, 3" Standard meters	10	EA	<u>3032.</u>	<u>30320.</u>
20.	F & I, 4" Standard meters	10	EA	<u>5071.</u>	<u>50710.</u>
21.	1" Service Connections, HDPE	320	EA	<u>2671.</u>	<u>854720.</u>
22.	2" Service Connections, HDPE	80	EA	<u>4234.</u>	<u>338720.</u>
23.	4" Service Connections	20	EA	<u>8773.</u>	<u>175460.</u>
24.	Meter Box and Lid Replacement	420	EA	<u>806.</u>	<u>338520.</u>
25.	Site Restoration	1	LS	<u>330000.</u>	<u>330000.</u>
26.	Allowance	1	LS	<u>\$340,000.00</u>	<u>\$340,000.00</u>

TOTAL BID AMOUNT

\$ 4,867,917.00

TOTAL BID AMOUNT (IN WORDS)

Four Million Eight hundred
Sixty Seven thousand nine hundred seventeen
dollars and zero cents

As part of this Proposal, the Bidder is to provide the following information:

The Bidder shall provide a narrative description of their company, relevant experience, qualifications, past performance, and the project. The narrative should include a system overview of the proposed Mobile Based Advanced Metering Infrastructure and Water Loss Management system as well as the Bidders methodology, project approach, and description of the proposed metering equipment, endpoints, system software, etc.

This narrative description should be included as a separate document generated by the Bidder, but included in the sealed bid response with the Proposal.

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. <u>Slope and Bank</u>	<u>L.S.</u>	<u>1</u>	<u>\$4,500.</u>	<u>\$4,500.</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive.

Only those Bidders and Subcontractor(s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- | | | |
|----|---------------------|--|
| 1) | NAME OF PROJECT | Water Main Repl Program Phase II |
| | YEAR OF PROJECT | <u>N 72 Ave to N 76 Ave from Polk St to Johnson St</u> |
| | OWNER OF PROJECT | <u>completed August 2015</u> |
| | OWNER TELEPHONE NO. | <u>City of Hollywood</u> |
| | LOCATION OF PROJECT | <u>954-921-3930</u> |
| | DESIGNING ENGINEER | <u>N 72 to N 76 Ave from Polk St to Johnson St</u> |
| | ADDRESS | <u>City of Hollywood</u> |
| | SCOPE OF WORK | <u>2600 Hollywood Boulevard</u> |
| | APPROXIMATE VALUE | <u>27K lf of 4" to 12" watermain with 377 water service and 605 residential home connections, cut, cap and grout</u> |
| 2) | NAME OF PROJECT | County Neighborhood Improvement Project BP # 11 |
| | YEAR OF PROJECT | <u>Completed September 2014</u> |
| | OWNER OF PROJECT | <u>Broward County Water and Wastewater Services</u> |
| | OWNER TELEPHONE NO. | <u>954-831-0904</u> |
| | LOCATION OF PROJECT | <u>Northwest quadrant of Pompano Beach</u> |
| | DESIGNING ENGINEER | <u>Craven Thompson & Associates</u> |
| | ADDRESS | <u>3563 NW 53 Street, Ft Lauderdale, FL 33309</u> |
| | SCOPE OF WORK | <u>49K lf watermain, 45K lf reclaimed watermain, 29K lf RCP stormsewer, 780 water service w/private connect</u> |
| | APPROXIMATE VALUE | <u>\$ 17,616,539.50</u> |
| 3) | NAME OF PROJECT | Belvedere Homes Infrastructure Improvements Phase 2 |
| | YEAR OF PROJECT | <u>Completed February 2013</u> |
| | OWNER OF PROJECT | <u>Palm Beach County Water Utilities Department</u> |
| | OWNER TELEPHONE NO. | <u>561-493-6088</u> |

LOCATION OF PROJECT	<u>Congress Ave and Cherry Road</u> <u>West Palm Beach</u>
DESIGNING ENGINEER	<u>Keshavarz & Associates</u>
ADDRESS	<u>711 North Dixie Highway, Suite 201</u> <u>West Palm Beach, FL 33401</u>
SCOPE OF WORK	<u>6K lf of 15"-48" storm sewer, 16K of 8" watermain</u> <u>14K vacuum sewer, vacuum pits & water services</u>
APPROXIMATE VALUE	<u>\$ 3,894,228.70</u>

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- 1) NAME OF SUBCONTRACTOR
- 2) NAME OF SUBCONTRACTOR
- 3) NAME OF SUBCONTRACTOR

HD Supply Sensus

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 270 calendar days and all work within not more than 300 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED

FIRM NAME

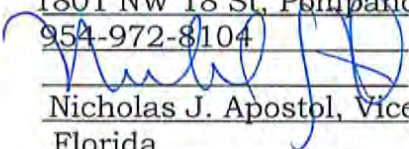
BUSINESS ADDRESS

BUSINESS TELEPHONE

SIGNATURE OF RESPONSIBLE OFFICIAL

TITLE

STATE OF INCORPORATION

Giannetti Contracting Corporation
1801 NW 18 St, Pompano Bch, FL 33069
954-972-8104

Nicholas J. Apostol, Vice President
Florida

FULL NAMES & ADDRESSES OF

PERSONS OR PARTIES INTERESTED

IN THE FOREGOING BID, AS PRINCIPALS:

Richard Gibbs, III, President / Treasurer

Nicholas J. Apostol, Vice President / Secretary

Addenda No(s) 1 received and attached hereto.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Addendum #1 Issued on March 6, 2017

BID NO. 2017-001 FOR WATER METER REPLACEMENT PROGRAM

Issued by: North Bay Village

Notice to all Bidders:

1. Question:
When are the Bid Documents due to the Village:

Answer:
The Bid Documents Submittal is due in to the Village Clerk Office's, no later than 4:00 PM local time on March 10, 2017 to:

North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33 141

2. Question:
Does the village already have a "preferred vendor" for the proposed Mobile Based Advanced Metering Infrastructure and Water Loss Management system?

Answer:
No

3. Question:
What is budget or engineer's estimate for this project?

Answer:
\$3,756,500.00

4. Question:
Can you specify the percentage of CSBE on the following project in North Bay Village?
- Answer:
See Appendix C for MBE/WBE recommended goals. This, however, is not a Federal CAP Grant project so Article 10 of the appendix does not apply.
5. Question:
Would the Village consider pushing the “Due Date” for this project out past March 14th?
We would like to bid on it, but not until Village Council has formally approved our Water Main bid.
- Answer:
No.
6. Question:
Can you please clarify requirement 2.1.6. What is the goal of this requirement?
- Answer:
Per paragraph 1.2.4., Bidders are to document as part of their bid any variations or areas of non-compliance with the system specifications. The Village will review those items as part of the bid evaluation process.
7. Question:
Section 2.9 requires “near real time” data for end customers-This only possible with a Fixed Network which is not being deployed under this project. Please clarify the requirement using a drive-by system.
- Answer:
The intent is to establish a “Hybrid System” for both mobile based and future fixed based readings. The “near real time” data reading for end customers is a requirement for the future fixed based network.
8. Question:
In which situations will standard meters be used instead of solid state meters? Can solid state be used in all locations?
- Answer:
The intent is to use solid state meters throughout the Village, but per Specification Section 01150, the description of Bid Items 14 through 20 explains standard meters may be used for work associated with rehabilitating/replacing existing mechanical water meters if needed and as directed by the Village.
9. Question:
Can a PD meter with a rotating piston be used to meet specification 5.1 provided it meets all AWWA standards? If not, why not?

Answer:

The Village will review alternatives as part of the bid evaluation process, but per paragraph 1.2.4., Bidders are to document as part of their bid any variations or areas of non-compliance with the system specifications. Areas of non-compliance may result in rejection of a bid.

10. Question:

Electromagnetic solid state meters are acceptable for meter sized 1 ½" through 4". Can electromagnetic solid state meters be used for smaller services?

Answer:

The Village will review alternatives as part of the bid evaluation process, but per paragraph 1.2.4., Bidders are to document as part of their bid any variations or areas of non-compliance with the system specifications. Areas of non-compliance may result in rejection of a bid.

11. Question:

I need to know the engineer's estimate on this project so that I may advise our bonding agent ASAP.

Answer:

Please refer to the answer to question #3.

12. Question:

I need to know if the NBV has already engaged a "preferred" vendor for the Mobile Based Advanced Metering system.

Answer:

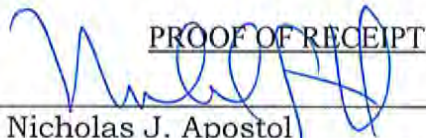
No

Recipient Signature:

Print Name:

Company:

Date:


PROOF OF RECEIPT

Nicholas J. Apostol

Giannetti Contracting Corp.

March 10, 2017

SUBMIT WITH BID RESPONSE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Giannetti Contracting Corporation (hereinafter called the Principal), and Liberty Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of with its principal offices in the City of Boston, MA and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of 5% of the Amount of Bid, good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
WATER METER REPLACEMENT PROGRAM
BID NO. NBV 2017-001**

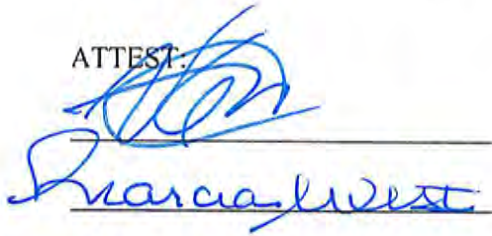
for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Giannetti Contracting Corp., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Liberty Mutual Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-fact, and attested by its _____, under its corporate seal, this 10th day of March, A.D., 2017.

ATTEST:





Marcia West

Giannetti Contracting Corporation


BY:  (Title)
(Principal) Vice President

ATTEST:





Liberty Mutual Insurance Company

BY: 
(Surety) Attorney-in-Fact
Holly Nichols

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7167743

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R. Guy

all of the city of Troy, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of March, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to North Bay Village
[print name of the public entity]

by Nicholas J. Apostol, Vice President
[print individual's name and title]

for Giannetti Contracting Corporation
[print name of entity submitting sworn statement]

whose business address is

1801 NW 18 Street, Pompano Beach, FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is 38-2477625.

(If the entity has no FEIN, include the Social Security Number of the individual signing

This sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

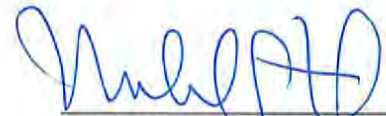
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED INT HIS FORM.

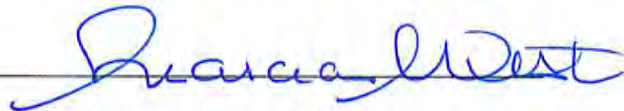

Nicholas J. Apostol, V.P.
[signature]

Sworn to and subscribed before me this 10 day of March, 20 17.

Personally known Nicholas J. Apostol

OR Produced identification _____

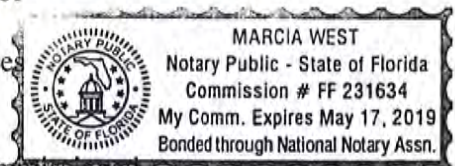
(Type of identification)



Notary Public - State of

My commission expires

(Printed typed or stamped commissioned name notary public)



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ENVIRONMENTAL PROTECTION
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Revised July 2015

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed - The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor - The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

- 10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - 10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - 10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.
- 10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 11.1. The bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 11.3. The bidder also certifies that it and its principals:
 - 11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and
 - 11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

12.2. Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding \$10,000)

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

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

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

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

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

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

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

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

12.3.1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- 12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:
- 12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;
 - 12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;
 - 12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and
 - 12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.
- 12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:
- 12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;
 - 12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;
 - 12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;
 - 12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;
 - 12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and
 - 12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://efgov.eeoc.gov/eeo1/eeo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

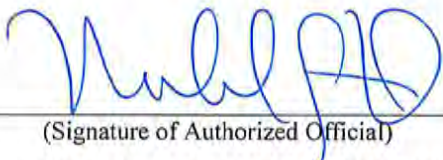
This certification relates to a construction contract proposed by North Bay Village,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.



(Signature of Authorized Official)

March 10, 2017

(Date)

Nicholas J. Apostol, Vice President

(Name and Title of Authorized Official [Print or Type])

Giannetti Contracting Corporation

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

1801 NW 18 Street, Pompano Beach, Florida 33069

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

38-2477625

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at <http://www.dol.gov/ofccp/TAguides/consttag.pdf>. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

APPENDIX C
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the North Bay Village ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.

General Decision Number: FL170168 01/06/2017 FL168

Superseded General Decision Number: FL20160168

State: Florida

Construction Type: Heavy

County: Miami-Dade County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* ELEC0349-007 09/05/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 31.61	11.58

ENGI0487-017 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe (Except Loader Combo).....	\$ 28.32	8.80

OPERATOR: Crane
All Tower Cranes (Must
have 2 operators) Mobile,
Rail, Climbers, Static-
Mount; All Cranes with
Boom Length 150 Feet &
Over (With or without jib)
Friction, Hydro, Electric
or Otherwise; Cranes 150
Tons & Over (Must have 2
operators); Cranes with 3
Drums (When 3rd drum is
rigged for work); Gantry &
Overhead Cranes; Hydro
Cranes Over 25 Tons but
not more than 50 Tons
(Without

Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes; Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Loader.....	\$ 25.64	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0272-005 10/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.21	8.28

LAB01652-004 06/01/2013

	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.92

PAIN0365-007 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.50	8.83

SUFL2009-164 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.61	5.52
LABORER: Common or General.....	\$ 13.09	1.26
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Bulldozer.....	\$ 14.95	0.81

OPERATOR: Excavator.....	\$ 21.16	1.67
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

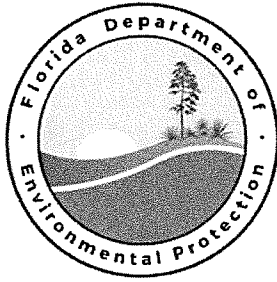
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

□



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

AMERICAN IRON AND STEEL GUIDANCE FOR STATE REVOLVING FUND PROJECTS

Florida State Revolving Fund Programs

November 2016

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which the Environmental Protection Agency (EPA) may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the requirement. The guidance will be in the form questions and answers that address AIS, the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance.

Implementation

1) What is American Iron and Steel?

The "American Iron and Steel (AIS)" provision requires State Revolving Fund (SRF) projects to use iron and steel products that are produced in the United States. AIS **IS NOT** "Buy American" from the Stimulus of 2009 or "Buy American" that is used by agencies such as the Florida Department of Transportation.

2) What projects need to comply with AIS?

All projects funded with a SRF agreement need to comply with AIS. AIS compliance applies to the entirety of the project, regardless when the construction begins or ends. One dollar in SRF funds requires AIS compliance on the entire project. AIS compliance applies to all parts of the project, regardless of the source of funding.

3) What is an iron or steel product?

The term "iron or steel products" means the following products made primarily of iron or steel:

- Lined or unlined pipes or fittings
- Manhole Covers
- Municipal Castings
- Hydrants
- Tanks
- Flanges
- Pipe clamps and restraints
- Valves
- Structural steel
- Reinforced precast concrete
- Construction materials

4) What is the definition of "primarily iron or steel"?

A product that is primarily iron or steel is a product that is made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs. If a product is not listed in the AIS provision but is composed of more than 50% iron or steel, it does not have to be produced in the United States.

5) What is an iron or steel product?

An iron or steel product is one that is primarily made of iron or steel that is permanently incorporated. Equipment which are eventually removed from the project upon completion are not required to comply with AIS.

6) What does "produced in the United States" mean?

Produced in the United States means that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and

coating. Raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement. Non-iron or steel components of an iron and steel product may come from non-US sources.

7) What components are not covered by AIS?

Mechanical and electrical components, equipment and systems do not have to comply with AIS. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

8) What are some examples of components not covered by AIS?

Examples of components that do not need to comply with AIS include: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

9) What are the steps to document AIS compliance?

- Contract language - the specific contract language given in the FDEP Supplementary Conditions, Appendix D, must be included in each contract, including purchase agreements.
- Step Certification Process - each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was performed domestically.
- Paper Trail - including the originating purchase order, the delivery of service via a bill of lading, and invoice from the manufacturer.

10) What does the certification letter need to contain?

The certification letter should identify:

- What the product is - The letter should list the specific product(s) delivered to the project site.
- Where it was made - The letter should include the manufacturing location of the product(s).
- To whom it was delivered - The letter should include the name of the project and jurisdiction where the project was delivered.

- Signature of a representative who has the authority to speak on behalf of the company.

11) What is the waiver process?

The EPA has the ability to issue waivers when the following can be documented:

- That applying the AIS requirements would be inconsistent with the public interest;
- OR
- Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- OR
- Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25%.

12) What are the steps to request a waiver?

- The waiver request is emailed to the SRF program.
- After review, the SRF program will forward the application to the EPA Headquarters.
- After evaluation and review of public comments, EPA Headquarters will either approve or disapprove the waiver request.
- EPA Headquarters will send notification to the SRF program and the decision will be posted online.

13) What are national waivers?

The EPA has the authority to issue national waivers. The national waivers that have been approved to date include:

- De minimis waiver – allows a small percentage of incidental products of unknown or non-domestic origin to be incorporated. Users of the de minimis waiver should maintain documentation of all the de minimis items in a project.
- Plans and Specifications Waiver – exempts projects with plans and specifications approved by a state agency prior to January 17, 2014 and between and including January 17 and April 15, 2014 (the date the waiver was signed).
- Product waiver for pig iron and direct reduced iron –permits the use of pig iron and direct reduced iron manufactured outside the US to be used in the manufacturing process for iron and steel products.
- Short-term waiver for stainless steel nuts and bolts used in pipe couplings, restraints, joints, flanges, and saddles.

14) What are the penalties for not complying with AIS?

Failure to comply with the AIS requirements may delay, limit, or prevent the disbursement of SRF funds. The SRF program will require corrective actions by the

Contractor as a result of violations of AIS compliance, including the replacement of the deficient products, compensation for costs, and other damages that may result. Violations may subject the Owners, the Contractors, and suppliers to enforcement actions from the EPA and other federal agencies.

15) Where can further information be obtained about AIS?

The EPA has a website to address questions and concerns about AIS and can be found at

http://water.epa.gov/grants_funding/aisrequirement.cfm

Appendix: Sample Certification

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

State of Florida

Department of State

I certify from the records of this office that GIANNETTI CONTRACTING CORPORATION is a corporation organized under the laws of the State of Florida, filed on May 16, 2007.

The document number of this corporation is P07000058861.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of March, 2016*



Ken Detjen
Secretary of State

Tracking Number: CC4612477083

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6388664

BUSINESS NAME/LOCATION

GIANNETTI CONTRACTING CORP
DOING BUSINESS IN DADE COUNTY

RECEIPT NO.

RENEWAL
6656509

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

GIANNETTI CONTRACTING CORP
NICHOLAS J APOSTOL, QUALIFIER
Worker(s) 1

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC1519762

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$75.00 09/23/2016
CREDITCARD-16-056528

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: GIANNETTI CONTRACTING CORPORATION

Receipt #: 180-271092
Business Type: GENERAL CONTRACTOR

Owner Name: NICHOLAS JAMES APOSTOL
Business Location: 1801 NW 18 ST
POMPANO BEACH
Business Phone: 9547928104

Business Opened: 08/12/2015
State/County/Cert/Reg: CGC1519762
Exemption Code:

Rooms Seats Employees Machines Professionals
6

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GIANNETTI CONTRACTING CORPORATION
6340 SIMS DR
STERLING HEIGHTS, MI
48313

Receipt #52A-15-00009210
Paid 08/31/2016 30.00

2016 - 2017



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

APOSTOL, NICHOLAS JAMES
GIANNETTI CONTRACTING CORPORATION
6340 SIMS DR
STERLING HEIGHTS MI 48313

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1519762 ISSUED: 08/28/2016

CERTIFIED GENERAL CONTRACTOR
APOSTOL, NICHOLAS JAMES
GIANNETTI CONTRACTING CORPORATION

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date - AUG 31, 2018 L1608280002999

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1519762	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

APOSTOL, NICHOLAS JAMES
GIANNETTI CONTRACTING CORPORATION
1801 NW 18TH AVENUE
POMPANO BEACH FL 33069



ISSUED: 08/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608280002999



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

LYSSENKO, ILIA V
GIANNETTI CONTRACTING CORPORATION
1801 NW 18TH STREET
POMPANO BEACH FL 33069

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC1225383

ISSUED: 02/13/2017

CERT UNDERGROUND & EXCAV CNTR
LYSSENKO, ILIA V
GIANNETTI CONTRACTING CORPORATION

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1702130000528

DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC1225383

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

LYSSENKO, ILIA V
GIANNETTI CONTRACTING CORPORATION
1801 NW 18TH STREET
POMPANO BEACH FL 33069



ISSUED: 02/13/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1702130000528



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

March 29, 2016

GIANNETTI CONTRACTING CORPORATION
6340 SIMS DR
STERLING HEIGHTS, MI 48313

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 5/30/2017. However, the new application is due 3/31/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, WATER MAINS, SEWER

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

GIANNETTI CONTRACTING CORPORATION
March 29, 2016
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Digitally signed by Alan D Autry
DN: c=US, o=IdenTrust ACES Business Representative,
ou=FLORIDA DEPARTMENT OF TRANSPORTATION,
cn=Alan D Autry,
0.9.2342.19200300.100.1.1=A01097C0000014DE2B739
1B00004776
Date: 2016.03.29 16:57:17 -04'00'

Alan Autry, Manager
Contracts Administration Office

AA:cj

**CONSENT RESOLUTION
OF THE SHAREHOLDERS OF
GIANNETTI CONTRACTING CORPORATION**

This Consent Resolution of the Shareholders of Giannetti Contracting Corporation, a Michigan corporation (the "Corporation") is approved as of this 1st day of September, 2015 by the undersigned Shareholders.

The purpose of this Consent Resolution is to set forth the Officers of Giannetti Contracting Corporation as of the date hereof. The undersigned Shareholders, being all the Shareholders of Giannetti Contracting Corporation, hereby agree as follows:

IT IS HEREBY RESOLVED, that the following individuals shall act as Officers of the Corporation:

INDIVIDUAL

OFFICE

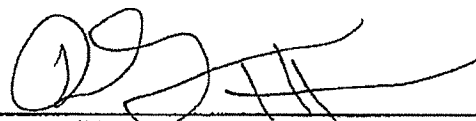
Richard Gibbs III

President / Treasurer

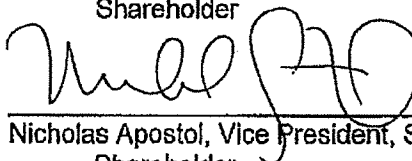
Nicholas Apostol

Vice President / Secretary

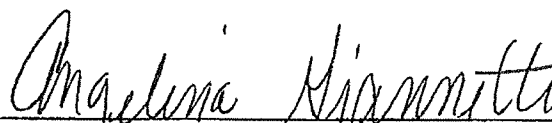
IT IS HEREBY FURTHER RESOLVED, that the following Officer are hereby elected and shall serve on behalf of the Corporation until such time as duly removed by the Shareholders.



Richard Gibbs III, President, Treasurer and
Shareholder



Nicholas Apostol, Vice President, Secretary, and
Shareholder



Angelina Giannetti, Director and Co-Trustee of
the Ricky L. Giannetti Family Trust,
Dated August 1, 2006, Shareholder



Frank Iannuzzi, Co-Trustee of the Ricky L.
Giannetti Family Trust, Dated
August 1, 2006, Shareholder

Project Name:

North County Neighborhood Improvement Project – Bid Package 11, (NE) Northeast Quadrant, Pompano Beach, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

Broward County Water & Wastewater
2555 W Copans Road
Pompano Beach, Florida 33069

Patrick MacGregor, P.E.

Expansion Administrator

pamacgregor@broward.org

Tel. 954-831-0904

Fax. 954-831-0798

Construction Start:

October 2011

Construction Completion:

December 2014

Construction Cost: \$17,807,186.24

Key Personnel:

Richard Gibbs, III – Principal

Patrick Sweet - Project Manager

Jeff Melnechuk – Project Superintendent

Project Description:

The North County Neighborhood Improvement Project (NCNIP) Northeast Quadrant includes approximately 720 acres of land between Dixie Highway and Federal Highway, North of Sample Road in Pompano Beach. This area is primarily residential, built in the 1950's and early 1960's. The area was developed with limited sanitary sewer system, no drainage and an inadequate water distribution system. NCNIP Bid Package 11 included over 29,350 LF of new drainage, 64,000 LF of water main, 553 Water Services, 49,700 LF of reclaimed water main, 796 reclaimed water services, 43,805 LF of gravity sewer main, 750 sewer laterals, lift station, and 1,630 LF of force main. Main line pipe sizes ranged from 4" to 48" in diameter. Project also included over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.



Project Name:

Cudjoe Regional Wastewater Outer Islands Collection System and Transmission System

Prime Contractor:

Layne Heavy Civil
Matt Edison, Project Manager
Matthew.Edison@layne.com
770-318-4362

Project Owner:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040

Tom Walker, P.E.
Deputy Executive Director
TWalker@fkaa.com

Tel. 305-295-2158
Fax. N/A

Construction Start:

May 2014

Construction Completion:

October 2016

Construction Cost: \$14,591,360.93

Key Personnel:

Richard Gibbs, III – Principal
Ilia Lyssenko - Project Manager
Tim Gibbs – Project Superintendent
Tony Donofrio – Project Superintendent

Project Description:

Cudjoe Regional Wastewater Outer Islands Project in Lower Sugarloaf, Ramrod, Middle Torch, Big Torch, Little Torch, Big Pine, and No Name Keys, Florida is an environmentally sensitive sewer replacement project. Giannetti's scope of the Cudjoe Outer Islands Project includes over 30,000 LF of new water main, 469 Water Services, 52,000 LF of gravity sewer, 707 sewer laterals, 18 area lift stations, 18,000 LF of force main. Main line pipe sizes ranged from 2" to 18" in diameter.



Project Name:

Utility Analysis Zone Improvement Program (UAZ) 307 & 315, Dania Beach, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

Broward County Water & Wastewater
2555 W Copans Road
Pompano Beach, Florida 33069

Patrick MacGregor, P.E.

Expansion Administrator

pamacgregor@broward.org

Tel. 954-831-0904

Fax. 954-831-0798

Construction Start:

November 2009

Construction Completion:

November 2011

Construction Cost: \$5,949,866.26

Key Personnel:

Richard Gibbs, III – Principal

Jeff Melnechuk – Project Superintendent

Project Description:

The UAZ 307 and 315 Projects are located in the City of Dania Beach and are located South of SW 42nd Street, North of Griffin Road, East of SW 38th Avenue and West of I-95. The infrastructure improvements to the existing neighborhood included new sanitary sewer and water distribution system. UAZ 307 & 315 included over 19,900 LF of water main, 228 Water Services, 16,800 LF of gravity sewer main, 350 sewer laterals, and 1,930 LF of force main. Main line pipe sizes ranged from 4" to 12" in diameter. Project also included over 36,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.



Project Name:

Belvedere Homes Infrastructure Improvements – Phase 1, West Palm Beach, FL

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

Keshavarz & Associates
711 North Dixie Highway
Suite 201
West Palm Beach, FL 33401

Ralph Davis, III
Project Manager
ralph@keshavarz.com

Tel. 561-627-0027

Fax. N/A

Construction Start:

March 2012

Construction Completion:

April 2013

Construction Cost: \$4,246,809.73

Key Personnel:

Richard Gibbs, III – Principal
Bob Henning – Project Manager
Jeff Melnechuk – Project Superintendent

Project Description:

The Belvedere Homes Infrastructure – Phase I Project is located in the City of West Palm Beach and is located South of the LWDD L-2 Canal, North of Belvedere Road, East of Tallahassee Dr. and West of Congress Ave. The infrastructure improvements to the existing neighborhood included new water, drainage, and vacuum sewer. Belvedere Homes included over 15,100 LF of new water main, 177 water services, 5,700 LF of drainage, 13,900 LF of Vacuum Sewer, 176 Valve Pits, and 1,500 LF of force main. Main line pipe sizes ranged from 4" to 48" in diameter. Project also included over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.



Project Name:

Water Main Replacement Program – Hollywood Blvd. to Johnson St. N. 46th Ave. to N. 52nd Ave.
Hollywood, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020-4807

Clece Aurelus, P.E.

Senior Project Manager

caurelus@hollywoodfl.org

Tel. 954-967-4455

Fax. 954-967-4450

Construction Start:

June 2013

Construction Completion:

May 2014

Construction Cost: \$2,132,773.26

Key Personnel:

Richard Gibbs, III – Principal

Ilia Lyssenko - Project Manager

Jeff Melnechuk – Project Superintendent



Project Description:

The Water Main Replacement Program – Hollywood Blvd. to Johnson St. N. 46th Ave. to N. 52nd Ave. Project is located in the City of Hollywood and is located South of Johnson St., North of Hollywood Blvd., East of N. 52nd Ave., and West of N. 46th Ave. The infrastructure improvements to the existing neighborhood included new water main. This water main replacement program project included over 27,000 LF of new water main and 150 water services. Main line pipe sizes ranged from 4" to 12" in diameter. Project also included over 36,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales.

Project Name:

Water Main Replacement Program - N. 72nd Ave. to N. 76th Ave. Polk St. to Johnson St., Hollywood, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020-4807

Clece Aurelus, P.E.

Senior Project Manager

caurelus@hollywoodfl.org

Tel. 954-967-4455

Fax. 954-967-4450

Construction Start:

September 2014

Construction Completion:

August 2015

Construction Cost: \$3,684,607.50

Key Personnel:

Richard Gibbs, III – Principal

Ilia Lyssenko - Project Manager

Jeff Melnechuk – Project Superintendent



Project Description:

The Water Main Replacement Program – N. 72nd Ave. to N. 76th Ave. Polk St. to Johnson St. Project is located in the City of Hollywood and is located South of Johnson St., North of Polk St., East of N. 76th Ave., and West of N. 72nd Ave. The infrastructure improvements to the existing neighborhood included new water main. This water main replacement program project included over 27,000 LF of new water main and 605 water services. Main line pipe sizes ranged from 6" to 12" in diameter. Project also included over 75,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales.

Project Name:

Water Main Replacement Program – Sheridan St. to Pershing St., N. 22nd Ave. to N. 24th Ave.
Hollywood, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020-4807

Clece Aurelus, P.E.

Senior Project Manager

caurelus@hollywoodfl.org

Tel. 954-967-4455

Fax. 954-967-4450

Construction Start:

September 2015

Construction Completion:

Est. December 2016

Construction Cost: \$2,868,708.00

Key Personnel:

Richard Gibbs, III – Principal

Ilia Lyssenko - Project Manager

Jeff Melnechuk – Project Superintendent



Project Description:

The Water Main Replacement Program – Sheridan St. to Pershing St. N. 22nd Ave. to N. 24th Ave. Project is located in the City of Hollywood and is located South of Pershing St., North of Sheridan St., East of N. 24th Ave., and West of N. 22nd Ave. The infrastructure improvements to the existing neighborhood included new water main. This water main replacement program project included over 28,500 LF of new water main and 356 water services. Main line pipe sizes ranged from 4" to 8" in diameter. Project also includes over 46,000 SY of mill & overlay, sidewalks, and driveway aprons.

Project Name:

Water Main Replacement Program – Hollywood Blvd. to Sheridan St., Federal Hwy. to Intracoastal Waterway. Hollywood, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020-4807

Clece Aurelus, P.E.

Senior Project Manager

caurelus@hollywoodfl.org

Tel. 954-967-4455

Fax. 954-967-4450

Construction Start:

November 2015

Construction Completion:

Est. January 2018

Construction Cost: \$13,689,489.38

Key Personnel:

Richard Gibbs, III – Principal

Ilia Lyssenko - Project Manager

Jeff Melnechuk – Project Superintendent

Project Description:

The Water Main Replacement Program – Hollywood Blvd. to Sheridan St. Federal Hwy. to the Intracoastal Waterway Project is located in the City of Hollywood and is located South of Sheridan St., North of Hollywood Blvd. East of Federal Hwy., and West of the Intracoastal Waterway. The infrastructure improvements to the existing neighborhood included new water main and drainage. This neighborhood project includes over 116,000 LF of new water main and 945 water services and over 3,400 LF of new drainage. Main line pipe sizes ranged from 4" to 48" in diameter. Project also included over 217,000 SY of mill & overlay, sidewalks, and driveway aprons.



Project Name:

Big Coppitt Wastewater Collection System Contract 2 – Rockland & Geiger Key, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040

Tom Walker, P.E.

Deputy Executive Director

TWalker@fkaa.com

Tel. 305-295-2158

Fax. N/A

Construction Start:

June 2008

Construction Completion:

April 2010

Construction Cost: \$9,667,750.16

Key Personnel:

Richard Gibbs, III – Project Manager

Jeff Melnechuk – Project Superintendent

Project Description:

The Big Coppitt Wastewater Collection System Contract 2 Project in Rockland and Geiger Key, Florida is an environmentally sensitive water and sewer replacement project. The Big Coppitt Project included over 24,000 LF of new water main, 297 water services, 40,000 LF of gravity sewer, seven lift stations, 9,900 LF of force main, and one bridge crossing. Main line pipe sizes ranged from 4" to 8" in diameter. Project also included over 76,000 SY of mill & overlay.



Project Name:

Utility Analysis Zone Improvement Program (UAZ) 308, Dania Beach, Florida

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

Broward County Water & Wastewater
2555 W Copans Road
Pompano Beach, Florida 33069

Patrick MacGregor, P.E.

Expansion Administrator

pamacgregor@broward.org

Tel. 954-831-0904

Fax. 954-831-0798

Construction Start:

June 2011

Construction Completion:

January 2013

Construction Cost: \$6,249,174.96

Key Personnel:

Richard Gibbs, III – Project Manager

Jeff Melnechuk – Project Superintendent

Project Description:

The UAZ 308 Project is located in the City of Dania Beach and is located South of Griffin Road, North of SW 52nd St., East of SW 29th Terrace and West of SW 27th Ave.. The infrastructure improvements to the existing neighborhood included new sanitary sewer and water distribution system. UAZ 308 included over 28,700 LF of water main, 219 Water Services, 20,300 LF of Gravity sewer main, 340 sewer laterals, and 1,270 LF of force main. Main line pipe sizes ranged from 6" to 10" in diameter. Project also included over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.



Project Name:

Cudjoe Regional Wastewater Inner Islands Collection System and Transmission System

Prime Contractor:

Giannetti Construction Corporation

Project Owner:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040

Tom Walker, P.E.
Deputy Executive Director
TWalker@fkaa.com

Tel. 305-295-2158

Fax. N/A

Construction Start:

March 2013

Construction Completion Date:

October 2015

Contract Amount: \$42,486,386.00

Key Personnel:

Richard Gibbs, III – Principal
Ilia Lyssenko - Project Manager
Tim Gibbs – Project Superintendent
Tony Donofrio – Project Superintendent

Project Description:

Cudjoe Regional Wastewater Inner Islands Project in Cudjoe, Upper Sugarloaf, and Summerland Keys, Florida is an environmentally sensitive sewer replacement project. The Cudjoe Project includes over 4,000 LF of new water main, 80 water services, 99,000 LF of gravity sewer, 1,783 sewer laterals, 32 area lift stations, 157,000 LF of force main, 416 grinder pump stations, 2 bridge crossings, and 2 master lift stations. Main line pipe sizes ranged from 2" to 16" in diameter. Project also included over 200,000 SY of overlay.



**GIANNETTI CONTRACTING CORPORATION
CURRENT AND PENDING PROJECTS**

CUDJOE REGIONAL WASTEWATER INNER ISLANDS COLLECTION SYSTEM & TRANSMISSION SYSTEM

CONTRACT AMOUNT \$35,722,810
OWNER: FLORIDA KEYS AQUEDUCT AUTHORITY
ENGINEER: CH2MHILL

NOTICE TO PROCEED: 1/24/2013 1080 DAYS COMPLETION: 12/2015

SCOPE OF WORK: 15,600 LF OF WATERMAIN, 164,625 LF OF FORCEMAIN & TRANSMISSION MAIN, 73,880 LF OF GRAVITY SEWER, 33 SANITARY LIFT STATION, 7,100 LF OF 8" HDPE SLIP LINING, 12 DIRECTIONAL BORES, 2 MASTER LIFT STATIONS, 33 DEWATERING WELLS, 572 GRINDER PUMP STATIONS, 2 BRIDGE CROSSINGS, TRENCH RESTORATION, ASPHALT MILLING AND OVERLAY

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM DESIGN BUILD PROJECT FOR OUTER ISLANDS

CONTRACT AMOUNT \$543,365.12
OWNER: FLORIDA KEYS AQUEDUCT AUTHORITY
CONTRACTOR: LAYNE SUB-CONTRACTOR: GIANNETTI CONTRACTING CORP.

NOTICE TO PROCEED: 5/2014 DAYS COMPLETION: SUMMER 2016

SCOPE OF WORK: APPROX 8,000 LF OF WATERMAIN, APPROX 5,000 LF OF FORCEMAIN APPROX 50,000 LF OF GRAVITY SEWER, 18 SANITARY LIFT STATION, 18 DEWATERING WELLS, TRENCH RESTORATION, ASPHALT MILLING AND OVERLAY INSTALL WATER DISTRIBUTION SYSTEM, INCLUDING INSTALLATION OF ALL PIPING, VALVES, FITTINGS, AND ACCESSORIES.

PRE-QUALIFICATION CONTRACT RFQ 2015551

CONTRACT AMOUNT: \$30,000,000.
OWNER: MONROE COUNTY SCHOOL DISTRICT
ENGINEER: various

FEBRUARY 25, 2015 TO FEBRUARY 24, 2016

PRE QUALIFIED TO BID ON DISTRICT PROJECTS IN EXCESS OF \$300,000 IRRESPECTIVE OF THE DELIVERY METHOD: DESIGN BUILD, CONSTRUCTION MANAGEMENT (CM-AT-RISK) OR HARD BID

WATER MAIN REPLACEMENT PROGRAM - SHERIDAN ST to PERSHING ST between N 22 AVENUE to N 24 AVENUE

CONTRACT AMOUNT: \$2,868,708.00
OWNER: CITY OF HOLLYWOOD
ENGINEER: BROWN & CALDWELL

AWARDED: APRIL 16, 2015 DAYS COMPLETION: 365

SCOPE OF WORK: 16,500 LF OF 4 INCH AND 12,000 LF OF 8 INCH PVC C-900 DIP INSTALLATION, 8 INCH HDPE DIRECTIONAL DRILLING, 356 WATER MAIN AND SERVICE CONNECTIONS, MAINTENANCE ACCESS STRUCTURE, DEWATERING, 46,000 SY ROAD RESTORATION, STRIPING, SIDEWALK REPAIR, DRIVEWAY REPAIR, LANDSCAPING AND IRRIGATION REPAIR.

WATER MAIN REPLACEMENT PROGRAM - Hollywood Boulevard to Sheridan Street

CONTRACT AMOUNT: \$13,689,489.38
OWNER: CITY OF HOLLYWOOD
ENGINEER: TETRA TECH

AWARDED: JULY 15, 2015 DAYS COMPLETION: 730

SCOPE OF WORK: CONSISTS OF APPROX 8,000 LF OF 12 TO 24 INCH WATER MAIN, REPLACE 8 INCH WATER MAIN AND APPROX 98,000 LF OF EXISTING POTABLE WATERMAIN RANGING FROM 4 TO 24 INCH, WM STUB OUTS, SERVICES, METER RECONNECTION / RELOCATIONS, FIRE HYDRANTS, ROADWAY RESTORATION AND DRAINAGE IMPROVEMENTS

JUPITER INLET COLONY NEIGHBORHOOD REHABILITATION PROJECT

CONTRACT AMOUNT: \$9,351,325.00
OWNER: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
ENGINEER: ARCADIS U.S.

AWARDED: NOVEMBER, 2015 DAYS COMPLETION: 420

SCOPE OF WORK: 14,000 LF OF NEW WASTEWATER GRAVITY COLLECTION LINES, 1,900 LF FORCE MAINS, 1 LIFT STATION W/GENERATOR, REPLACE APPROX 16,500 LF OF EXISTING WM, 36 HYDRANTS, 246 WATER SERVICES, APPROX 5,000 LF STORMWATER SYSTEM EXFILTRATION TRENCHES, CATCH BASINS, 26,000 LF NEW VALLEY GUTTERS, COMPLETE RESTORATION ROADWAYS & RESTORATION OF NEIGHBORHOOD

EASTSIDE PHASE II INFRASTRUCTURE IMPROVEMENTS

CONTRACT AMOUNT: \$13,275,149.00
OWNER: TOWN OF DAVIE
ENGINEER: CRAVEN THOMPSON AND ASSOCIATES

AWARDED: JUNE, 2016 DAYS COMPLETION: 540

SCOPE OF WORK: 13 ACRE PUBLIC RIGHT OF WAY, DRAINAGE, WATER DISTRIBUTION AND SANITARY SEWER INCLUDING SERVICE LATERALS, METER BOXES RELOCATED, ROADWAYS, SIDEWALKS AND RESTORATION

GIANNETTI CONTRACTING CORPORATION COMPLETED PROJECT REFERENCES

**BROWARD COUNTY WATER AND WASTEWATER SERVICES
2555 WEST COPANS ROAD, POMPANO BEACH, FLORIDA 33069
PAT MACGREGOR (954) 831-0904**

TREASURE COVE SANITARY SEWER EXTENSION PROJECT	\$ 2,770,634.98
SCOPE OF WORK: SANITARY SEWER INSTALLATION, MAINTENANCE ACCESS STRUCTURE, DEWATERING, WATER MAIN AND SERVICES, ROAD RESTORATION AND STRIPING, SIDEWALK REPAIR, DRIVEWAY REPAIR, LANDSCAPING AND IRRIGATION REPAIR.	
COMPLETED AUGUST 2016	
COUNTY NEIGHBORHOOD IMPROVEMENT PROJECT BID PACK # 11 - BID NO. 11152/8629	\$ 17,616,539.50
SCOPE OF WORK: 49,000 LF OF WATERMAIN, 45,000 LF OF RECLAIMED WATERMAIN, 29,350 LF OF RCP STORM SEWER WITH EXFILTRATION TRENCHES, 44,870 LF OF SANITARY SEWER UP TO 16' DEPTHS, 1630 LF OF FORCEMAIN, 750 SEWER LATERALS WITH PRIVATE SIDE SEWER TO HOMES, 780 WATER SERVICES INCLUDING PRIVATE PROPERTY CONNECTIONS TO EXISTING HOME. 124,000 SY OF ROADWAY REPLACEMENT, 33,000 SY OF DRIVEWAY REPLACEMENT, 40,000 SY OF SIDEWALK REPLACEMENT AND 122,000 SY OF SOD AND SWALE RESTORATION.	
COMPLETED SEPTEMBER 2014	
BROADVIEW PARK BID PACK # 3 NEIGHBORHOOD IMPROVEMENT PROJECT	\$ 13,919,000.00
SCOPE OF WORK: 45,000 LF OF SANITARY SEWER, 1032 SEWER LATERALS, 20,000 LF OF STORM SEWER AND EXFILTRATION TRENCH. 6200 LF OF FORCE MAIN. LIFT STATION. EXCAVATION AND REPLACEMENT OF 150,000 SY OF ROADWAYS, SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS.	
COMPLETED APRIL 2013	
AIR RELEASE VALVE REPAIR REPLACEMENT ON SAMPLE RC	\$ 177,675.00
SCOPE OF WORK: REMOVAL AND REPLACEMENT OF 11 AIR RELEASE VALVES AND STRUCTURES LOCATED IN SAMPLE ROAD RIGHT-OF-WAY.	
COMPLETED DECEMBER 2012	
UAZ 308 WATER & SEWER IMPROVEMENTS	\$ 6,488,392.00
SCOPE OF WORK: 16,500 LF OF SANITARY SEWER, 340 SEWER LATERALS, 19,800 FEET OF WATERMAIN 1300 LF OF FORCE MAIN, LIFT STATION, EXCAVATION AND REPLACEMENT OF 65,000 SY OF ROADWAYS, SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS.	
COMPLETED JUNE 2012	
UAZ 303 WATER & SEWER IMPROVEMENTS	\$ 1,782,302.00
SCOPE OF WORK: 3,400 LF OF GRAVITY SANITARY SEWER, WITH 18 LATERALS AND MODIFICATIONS OF 2 LIFT STATIONS, 8,000 LF OF 4" - 16" WATER MAIN, 34 WATER SERVICES, CUTTING CAPPING, AND ABANDONMENT OF EXISTING WATER MAINS	
COMPLETED MARCH 2012	
UAZ 307 & 315 WATER & SEWER IMPROVEMENTS	\$5,674,404.00
SCOPE OF WORK: 17,000 LF OF 8" - 12" GRAVITY SEWER, 340 SEWER LATERALS, 20,000 LF OF 6" - 12" WATER MAIN, 290 WATER SERVICES, ABANDON OF 22,000 LF OF EXISTING WATER MAIN, PROPOSED LIFT STATION, REPLACEMENT OF PUMPS AT EXISTING LIFT STATIONS, 2000 LF OF FORCEMAIN, ROADWAY EXCAVATION AND REPLACEMENT OF BASE AND ASPHALT APPROXIMATELY 49,000 SY	
COMPLETED NOVEMBER 2011	

CENTRAL BROWARD WATER CONTROL DISTRICT
8020 STIRLING ROAD, HOLLYWOOD, FLORIDA 33023

N-30 CANAL CULVERT EXTENSION

\$ 747,000.00

DON SHAVER, 954-739-6400

SCOPE OF WORK: 2,534 LF OF 60" STORM SEWER, WITH HEADWALL & PRECAST STRUCTURES

COMPLETED APRIL 2013

CITY OF BOCA RATON
201 WEST PALMETTO PARK ROAD, BOCA RATON, FLORIDA 33432

BOCA BATH AND TENNIS WATERMAIN REPLACEMENT

\$ 641,333.60

JUSTIN BARRINGTON, 561-393-7871

SCOPE OF WORK: 4,100 LF OF 8" DIP WATER MAIN, TAPPING SLEEVE CONNECTIONS, 43 WATER SERVICES 2" DIAMETER, ABANDONMENT OF EXISTING WATER MAIN, TRENCH REPLACEMENT, AND ASPHALT OVERLAY

COMPLETED JUNE 2015

CITY OF NORTH LAUDERDALE
701 SOUTHWEST 71ST AVENUE, NORTH LAUDERDALE, FLORIDA 33068

HIGHLAND COURT IMPROVEMENTS

\$ 274,611.00

MIKE SHIELDS 954-724-7070

SCOPE OF WORK: WATERMAIN WITH SERVICES, STORM SEWER, SANITARY SEWER WITH LATERALS, PARKING LOT REPLACEMENT, CONCRETE CURBS GUTTERS AND SIDEWALKS FOR HIGHLAND COURT COMPLEX

COMPLETED JANUARY 2013

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
8100 FOREST HILL BOULEVARD, WEST PALM BEACH, FLORIDA 33413

BELVEDERE HOMES PHASE 2

\$ 3,894,000.00

SCOPE OF WORK: 5,800 LF OF 15" - 48" STORM SEWER, 16,000 LF OF WATERMAIN 8" - 12" DIAMETER, 14,000 LF OF 8" VACUUM SEWER, VACUUM PITS AND LATERALS, WATER SERVICES, ROADWAY RESTORATION, SWALE GRADING

COMPLETED FEBRUARY 2013

FLORIDA KEYS AQUEDUCT AUTHORITY
1100 KENNEDY DRIVE, KEY WEST, FLORIDA 33041

BIG COPPITT WASTEWATER SEWER COLLECTION SYSTEM ROCKLAND KEY,
ROCKLAND GULF, & GEIGLER KEY

\$ 12,500,000.00

RAY SHIMOKUBO (305) 296-2454

SCOPE OF WORK: INSTALLATION OF 38,000 LF OF 8" GRAVITY SEWER WITH 400 SEWER LATERALS, 11,000 LF OF LOW PRESSURE FORCE MAIN 2" - 8", SANITARY LIFT STATIONS - 7 EACH, 24,000 LF OF 4" - 8" WATERMAIN, 36,000 LF OF 4" - 8" REUSE WATERMAIN AND 730 WATER & RECLAIM WATER SERVICES.

COMPLETED NOVEMBER 2009

24" WATER MAIN INSTALLATION FROM MILE MARKER 12.5 TO STOCK ISLAND

\$ 3,300,000.00

TOM MORGAN (305) 296-2454

SCOPE OF WORK: 38,000 LINEAR FEET OF 24" DIP WATER MAIN ALONG US1 DOT RIGHT-OF-WAY, 7 METER VAULTS & 1 BRIDGE CROSSING

COMPLETED 1998

CITY OF FORT LAUDERDALE
100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301

JEAN EXAMOND (561) 577-5427
CAPITAL IMPROVEMENTS PROGRAM LARRY BOWER (954) 520-1713

SHADY BANKS SMALL WATER MAIN REPLACEMENT PROJECT # 11471 \$ 1,149,074.00

SCOPE OF WORK: 7,000 LF OF 6" - 8" WATER MAIN REPLACEMENT, WITH 134 WATER SERVICES, ASPHALT TRENCH PATCH, ASPHALT OVERLAY, CUT PLUG AND GROUT ABANDONMENT OF EXISTING WATER MAINS

COMPLETED JANUARY 2014

EMERGENCY 18" SEWER REPAIRS ON NE 19TH AVE \$ 433,200.00

SCOPE OF WORK: REPLACE APPROXIMATELY 400 LF OF COLLAPSED 18" SANITARY SEWER WITH BYPASS PUMPING, ASPHALT TRENCH REPLACEMENT, ASPHALT OVERLAY

EMERGENCY REPAIRS AT WWTP \$ 69,678.00

SCOPE OF WORK: EMERGENCY REPAIRS TO EXISTING 48" - 60" WATER MAIN AT WWTP. INSTALL 460 FEET OF FLANGED AND MJ 48" DIP WATERMAIN WITH REMOVAL OF EXISTING 54" & 60" PCCP. CONNECTION TO EXISTING 48" & 60" WATER MAINS

COMPLETED 2011

DAVIE BLVD 54" FORCE MAIN EXTENSION \$1,672,000.00

SCOPE OF WORK: INSTALLATION OF 600 LF OF 54" FORCEMAIN, 140 LF OF 48" FORCEMAIN, 240 LF OF 36" FORCEMAIN, & 640 LF OF 16" FORCEMAIN. TAPPING SLEEVE AND VALVE CONNECTIONS FROM 16" TO 54", SHEET PILING, AND PAVEMENT RESTORATION INCLUDING OVERLAY.

COMPLETED NOVEMBER 2009

CITY OF MIAMI

3500 PAN AMERICAN DRIVE, MIAMI, FLORIDA 33133

NORTH BAYSHORE DRIVE IMPROVEMENTS \$1,257,935.00

SCOPE OF WORK: STORM SEWER REPLACEMENT WITH DRAINAGE WELLS, EXCAVATION AND EMBANKMENT, CONCRETE CURBS AND GUTTERS, SIDEWALKS, ASPHALT ROADWAY REPLACEMENT, LANDSCAPING AT NORTH BAYSHORE DRIVE APPROXIMATELY 3,000 FEET OF ROADWAY & UTILITIES ASSOCIATED WITH RESTORATION.

COMPLETED DECEMBER 2009

INDIAN RIVER COUNTY UTILITIES DEPARTMENT
1801 27th STREET, VERO BEACH, FLORIDA 32960

INDIAN RIVER COUNTY, LARRY BROWN (772) 770-5300
ECKLER ENGINEERING, DON ECKLER (954) 510-4700

MITIGATED SEWER ROCKRIDGE SUBDIVISION \$ 6,700,000.00

SCOPE OF WORK: INSTALLATION OF 21,000 LF OF 4 - 8" VACUUM SEWER ALONG WITH 256 VACUUM PITS, PUMPING STATION BELOW AND ABOVE GRADE BUILDING - 1,500 SF, LATERALS ON PRIVATE PROPERTY FOR 413 RESIDENTS, 2,100 LF OF 8" FORCE MAIN, 1 JACK AND BORE

COMPLETED DECEMBER 2007

COUNTY ROUTE 510 WATERMAIN AND FORCEMAIN \$ 2,378,000.00

INDIAN RIVER COUNTY, LARRY BROWN (772) 770-5300

SCOPE OF WORK: INSTALLATION OF 12,000 LF OF 14" WATERMAIN AND FORCEMAIN BY DIRECTIONAL DRILL INSTALLATION OF 1,400 LF OF WATERMAIN OPEN CUT METHOD

COMPLETED DECEMBER 2008

DEPARTMENT OF VETERANS ADMINISTRATION
MICHIGAN

GREAT LAKES NATIONAL CEMETERY PHASE 1

\$ 9,800,000.00

JIM HESS AT URS CORORATION (248) 204-5900

SCOPE OF WORK: SITE BALANCING, MASS GRADING, & EXCAVATION FOR 30 ACRES, ONE MILE OF NEW ROADWAYS WITH CURB AND GUTTER & SIDEWALKS, INSTALLATION OF 5,200 CRYPTS, 10" - 24" STORM SEWER, 10' X 10' BOX CULVERT INSTALLATION, CONSTRUCTION OF THE FOLLOWING BUILDINGS: PUMP HOUSE, PUBLIC INFORMATION CENTER, ADMINISTRATION BUILDING, AND TWO COMMITAL SHELTERS, SITE LANDSCAPING, IRRIGATION, SIGNAGE

COMPLETED JUNE 2007

TOWN OF JUPITER
210 MILITARY TRAIL, JUPITER, FLORIDA 33458

SOUTH PENNOCK LANE IMPROVEMENTS

\$ 800,000.00

STEVE MONTEMAYOR (561) 741-2580

SCOPE OF WORK: WIDENING OF 3,000 LF OF ROADWAY WITH EXCAVATIONS, STORM SEWERS, CURBS AND GUTTERS, TRAFFIC SIGNALAZATION, ASPHALT PAVING & OVERLAY & STRIPING.
COMPLETED DECEMBER 2008

CITY OF HALLANDALE BEACH
400 SOUTH FEDERAL HIGHWAY, HALLANDALE, FLORIDA 33009

20" FORCE MAIN EXTENSION

\$ 880,000.00

GORDON DOBBINS

SCOPE OF WORK: 2,000 LF OF 20" FORCEMAIN EXTENSION, ONE 30" DIRECTIONAL BORE CASING PIPE WITH 20' CARRIER PIPE TOTAL OF 500 LF ACROSS US HWY 1, PAVEMENT RESTORATION AND REPAIRS.

COMPLETED DECEMBER 2008

CITY OF HOLLYWOOD
2600 HOLLYWOOD, FLORIDA 33021

CLECE AURELUS, PE 954 921-3930 OR CAURELUS@HOLLYWOODFL.ORG

WATER MAIN PROGRAM PHASE 1 HOLLYWOOD BLVD TO JOHNSON ST FROM N 46TH AVE TO N 52ND AVE

\$ 2,363,773.00

SCOPE OF WORK: 27,000 LF OF 4" - 12" WATERMAIN WITH 150 WATER SERVICES, CUT, CAP AND GROUT ABANDONMENT OF EXISTING WATERMAINS, ASPHALT TRENCH REPLACEMENT, AND ASPHALT OVERLAY

COMPLETED JULY 2014

WATER MAIN REPLACEMENT PROGRM PHASE II, N 72ND AVE - N 76TH AVE FROM POLK ST TO JOHNSON ST

\$ 3,684,607.50

SCOPE OF WORK: 27,025 LF OF 4" - 12" WATERMAIN WITH 377 WATER SERVICES AND 605 RESIDENTIAL HOME CONNECTIONS, CUT, CAP AND GROUT ABANDONMENT OF EXISTING WATERMAINS, ASPHALT TRENCH REPLACEMENT, AND ASPHALT OVERLAY

COMPLETED AUGUST 2015

Giannetti Contracting and HD Supply Waterworks is pleased to present to North Bay Village with our response to Bid No. NBV 2017-001 for a Meter Replacement Program.

Giannetti has been established since 1968 in Michigan. After 15 years of performing work in Southeast Michigan, we expanded our operations to Florida. Giannetti was officially established in Florida in 1983. The company is owned by Richard Gibbs, Nicholas Apostol, and the Rick Giannetti Family Trust. Giannetti has completed some of the most difficult projects in Florida. During those 34 years, Giannetti has attained a reputation for completing all projects on time and within budget. Moreover, our reputation is one where we put our clients' best interest in mind. Over the last five years alone, Giannetti has completed over \$95,000,000.00 of municipal work. We have constructed over 713,000 linear feet (135.09 miles) of pipe for multiple governmental agencies including Broward County, Palm Beach County, City of Hollywood, City of Fort Lauderdale, City of Boca Raton, City of North Lauderdale, Central Broward Water Control District, and Florida Keys Aqueduct Authority in the past five years.

Our proposed Senior Project Manager, Victor G. Menocal, and Assistant Project Manager / Public Information Liaison, Yamile Fernandez, recently completed (2 years ago) a similar project for the Town of Surfside where it was a full neighborhood improvement project which included the replacement of over 1,600 AMR Water Meters for the entire town. This project was done in conjunction with HD Supply Waterworks. For additional information of the project for the Town of Surfside please check Mr. Victor G. Menocal and Yamile Fernandez' resume.

HD Supply Waterworks is the exclusive distributor of the Sensus metering and technology solutions for the entire State of Florida. The combination of HD Supply and Sensus provides a complete solution which includes superior meters, data collection technology and software applications.

HD Supply Waterworks is the largest distributor in the water industry. We have personnel with years of experience in the water utility field and in particular in the metering technology industry. We have the depth of knowledge and experience to bring together the multiple facets of a Metering project. Beyond a history of distributing and supporting metering technologies throughout the country, HD Supply Waterworks has multiple levels of metering dedicated support. At the local level, HD Supply Waterworks offers local product availability in Miami with dedicated sales experts to support your daily needs. This is a crucial aspect of quickly reacting to the many challenges faced when executing a project of this magnitude. Adding to the local level of support, HD Supply Waterworks has a dedicated Technical Support person and a Product Specialist to support this Metering project in South Florida. Our local personnel have years of experience supporting the product and knowledge of water utility operations. Additionally, to supplement the local and regional product support, HD Supply Waterworks has a dedicated National Services Group (NSG) assembled to help support, develop and execute metering projects nationwide. The NSG provides Project Management services, financing options, and hires all subcontractor personnel when required for turnkey proposals.

In addition to an exceptional product offering, HD Supply Waterworks is also uniquely qualified to offer additional value added services that enhance customer service and reliability. In order to deliver the project properly, we realize that this project will require a partnership with the utility in which we will work together to implement changes, work to deliver a system that exceeds the utilities current needs and performs beyond its expectations. An example of these value added services include:

- A proven product with over 10 million fixed base endpoints installed to date.
- A local inventory in Miami.
- Knowledgeable, local personnel to work with the utility personnel in order to solve issues quickly, before they can become problems.
- Project management and installation services to quickly implement the metering conversion should the utility desire.
- Our Company has been selling and supporting AMR/AMI projects for several decades starting with AMR's Infancy in TouchRead through its evolution to RadioRead, and now Fixed Base deployments.

HD Supply Waterworks, Ltd. has the experience and the vision to help North Bay Village deploy a metering system that will allow improvement of operational efficiency, reduce costs by accurately retrieving meter readings and interval data, automatically alert leaks, tampering, theft, high/low consumptions, allow customer driven billing schedules, and a host of data mining capabilities for trending analysis. HD Supply Waterworks is very familiar with the challenges inherent in a project of this size and we are confident the detailed information provided in the following proposal will demonstrate that our solution will not only meet, but also exceed, your expectations through the HD Supply Waterworks offering. We look forward to partnering with you.

Proposed Product & Capabilities

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Capabilities

The Sensus metering product line offers a full scope of metering products. For residential installations, Sensus offers positive displacement meters, solid state meters and turbine meters.

- The Sensus SR11® meter has a bronze body, positive displacement meter which utilizes a nutating disc to measure the volume of water. This technology provides accurate measurement and lower wear than competing technologies.
- The Sensus Accustream® utilizes the same metering technology with a polymer body.
- The Sensus iPERL® meter is the industry leading solid state meter. It has no moving parts and therefore does not lose accuracy over its 20 year anticipated life. The iPERL uses electromagnetic sensors to provide better measurement at low flows and over the entire flow range.

Sensus also offers a line of larger meters. The OMNI® meter line offers versions for several applications:

- The OMNI R2 meter is designed for larger single family residential or small multi-family applications
- The OMNI T2 meter is designed for traditional turbine meter applications. If the usage profile does not vary greatly, this meter is the best solution.

- The OMNI C2 meter is utilized where traditional compound meters are used: highly variable flow rates dependent of the time of day.
- The OMNI F2 meter is utilized for fire service line applications where the same service line provides both potable water and fire protection.

The Sensus FlexNet® network is a migratable data collection system which allows utilities to collect metering and operational data in walk-by/drive-by mode as well as in fixed network mode. The FlexNet system is designed around the central concepts of simplicity, flexibility, and reliability. The Sensus M520 SmartPoint® is the endpoint proposed for this project. The SmartPoint is compatible with all major meter brands that provide an encoded register data. As a walk-by/ drive-by endpoint the meter reading data can be collected in various methods:

- Handheld Collector: NBV can have personnel carry a handheld computer and a Command Link® transceiver which will collect readings from all meters within proximity. The readings can be collected by route and cycle.
- Vehicle Gateway Base Station: with a vehicle mounted Sensus VGB, NBV personnel can drive-by and collect information in a very rapid and efficient manner.

The FlexNet System is designed with easy migration from walk-by/drive-by to fixed network in mind. At a time that NBV is ready, Tower Gateway Base Station(s) can be installed at strategic locations. Once activated, the TGBs will send a command to the SmartPoints and the SmartPoints will seamlessly convert to fixed network mode. FlexNet supports two way radio frequency (RF) transmission which enables ondemand readings, remote disconnects/reconnects, leak detection capabilities, customer portal, and communications with other network devices. The FlexNet System operates on a licensed frequency which means that the SmartPoint transmits at a higher power on a clear channel. This translates into less infrastructure and a more robust system.

Sensus provides several software applications for use in conjunction with the FlexNet system.

- AutoVu: is used to load routes from the Tyler Technologies CIS system into the Sensus handhelds and/or VGB for reading. Once the reading of the route has been completed and the handheld or laptop is returned, AutoVu will load the reading information into the Tyler System for the billing process.
- FieldLogics is used to program SmartPoints at installation and to reprogram meter registers as needed.
- Regional Network Interface: is used in conjunction with fixed network node. RNI collects all of the raw data from the field and sorts the data (readings, alarms, flags, etc.). The RNI manages the communications with the TGB(s) and SmartPoints.

- Sensus Analytics is a Meter Data Management application. It is the repository of all meter related data and interfaces with the billing system and any other enterprise system in use (GIS, work order system, etc.). Sensus Analytics allows the utility personnel to view
 - Abnormal usage patterns: higher than normal, zero consumption, unexpected consumption etc.
 - Hourly usage to resolve billing complaints
 - Process and automate the move-in/move-out procedures. ○ Leak Analysis
- Sensus Customer Portal is an optional application which allows the end consumer to view their usage information. The end user can configure alerts for high usage or other abnormal situations.

Training

As part of the services proposed, HD Supply and Sensus will be providing training to NBV personnel on the full operations of the proposed solution. This will include training of field personnel on installation and troubleshooting of the meters, SmartPoints and accessories. Training will also be provided to office and field personnel on the software applications proposed. Additionally, HD Supply will be providing the integration services to insure data flow to and from the Tyler Technologies CIS program. This will include optimization of the system to ensure accurate and efficient collection of data. HD Supply's local metering specialist will be available for refresher training to NBV after the initial training has been completed. Additionally, Sensus offers toll-free customer support to deal with issues and problems, in the event it is needed.

Exceptions to Specifications

5.1 The proposed Sensus Standard Water Meter uses an oscillating piston in the measuring chamber. This is a long proven and reliable metering system.

6.2 The proposed Sensus solid state meter uses electromagnetic technology instead of ultrasonic measurement. All of the requirements in this section are met. Electromagnetic technology is more accurate than ultrasonic for low flow and has a better sampling rate.

Warranty

HD Supply and Sensus warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Please refer to the actual terms and conditions on the following page.

Sensus Limited Warranty

G-500 R20

I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

II. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. SR 1-1/2" & 2"...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR	5,000,000 gallons
2" SR	8,000,000 gallons

V. PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

VII. iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet available at sensus.com/iPerl/datasheet or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak® Instrumentation	1 year
TouchRead® Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Hand Held Device	1 year
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year
Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*
Residential Electronic Register	20 years*

* Sensus will repair or replace non-performing:

- RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads, and
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepaies the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepaies the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the

Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (ii) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (iii) ANY IN/OUT COSTS; NOR (iv) MANUAL METER READ COSTS AND EXPENSES; NOR (v) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

VICTOR G. MENOCAL
1801 NW 18th STREET
POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108



Mr. Menocal has over 19 years' experience in construction management since Feb. 1998. He has the experience of overseeing projects ranging from \$1.5 million up to \$177 million. Mr. Menocal has completed over 200,000 LF of water main 8-inch diameter or greater. Furthermore, he has over 8 years of Design/Build experience. The project scopes ranges from water main, gravity sewer, force mains, drainage, pump stations, lift stations, directional drilling, streetscape improvements, lighting, traffic signal improvements, ITS, neighborhood improvements and bridges. His experience includes approximately nine major neighborhood improvement projects of over 1,200 homes each. Mr. Menocal has an excellent knowledge of construction software such as Primavera Project Planner, SureTrak, Microsoft Projects, Expedition, E-Builder and others.

EMPLOYMENT:

Giannetti Contracting Corp. 2016 – Present
Senior Project Manager

Ric-Man International, Inc. – Pompano Beach, FL
Project Manager, up to \$21M in projects (2009-2016)

Condotte America – Miami, FL
Project Manager, up to \$177M in projects (2008-2009)

A² Group, Inc. – Miami, FL
Project Manager, up to \$200M in projects (1999-2008)

RECENT PROJECTS:

Project: Town of Surfside Utility Upgrade Project

Owner: Town of Surfside

Reference: Randy Stokes - 954-494-7497

Construction Cost: \$18.3 Mil - 2014

Role: Senior Project Manager

Description: The project consisted of water, drainage, and sewer infrastructure improvements to the entire Town of Surfside, as well as the restoring 167,000 square yards of road, 33,000 square yards of swale, 1,800 square yards of sidewalk & driveways, and 34,600 feet of curb & gutter. Water construction included the replacing a 31,500-linear feet of water main consisting of 4- to 8-inch DIP and PVC pipe with 955 new water services including the relocating of the existing water services from their rear easements to the front of the homes. **This project includes the replacement of their existing water meters to new AMR Water Meters of over 1,600 services.** This work required the daily coordination with the Town representatives & residents. Drainage construction consisted of installing 5,500 feet of 10- to 36-inch DIP and RCP pipe, 47 structures, 9 wells, and 3 pump stations. Sewer construction consisted of rehabilitating a 49,500-foot sewer system consisting of 8- to 15-inch CIP pipe, over 2,000 laterals, 166 structures, and 2 pump stations; as well as point-repairing 5,800 feet of the existing sewer main and installing 2,500 feet of new 12-inch PVC force main.

Project: Sunset Islands 3 & 4 Infrastructure Imp.

Owner: City of Miami Beach

Reference: Fernando Paiva, Project Manager - 305-970-9815

Construction Cost: \$7.7 Mil - Ongoing

Role: Senior Design/Build Project Manager

Description: Design / Build Project which consists of pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements, water meter replacement, water service conversation from rear easements to right-of-way, storm drainage infrastructure including 2 pump stations, sanitary sewer lining, new conduits, conductors and services points for retrofitting existing lighting system and streetscape/planting improvements.

Project: Broadview Park BP 2 NIP**Owner:** Broward County WWSS**Reference:** Pat Sweet, Project Manager - 954-931-3732**Construction Cost:** \$17.2 Mil - 2010**Role:** Project Manager

Description: Project consisted of sewer and drainage infrastructure improvements to a neighborhood of 760 homes. Sewer installation included 36,500 feet of 6- to 20-inch PVC and DIP gravity sewer with 150 manholes, 3 sewer lift stations, and 14,500 feet of 6- to 12-inch force main. Drainage installation included 16,700 feet of 15- to 24-inch RCP and HDPE pipe and 170 structures. The project required the full reconstruction of 100,000 SY of asphalt including two 1-1/2 inch lifts. This design also included the reclaiming of 65,000 SY of swales for drainage storage.

Project: SW 6 & 7 Utilities Extension Project Area 3**Owner:** City of Cape Coral**Reference:** Paul Clingham - 239-574-0464**Construction Cost:** \$9.7 Mil - 2015**Role:** Senior Project Manager

Description: The project consisted of potable water, irrigation, sanitary sewer, stormwater drainage, and hardscape infrastructure improvements to a neighborhood composed of 844 homes and 2 bridges in Cape Coral, Florida. Potable water improvements included installing 39,800 feet of 6- to 8-inch PVC water main with 438 services for 734 meters, 34 fire hydrants, and an aerial crossing. Irrigation improvements included installing 43,790 feet of reclaimed 4- to 16-inch irrigation mains with 498 irrigation services for 844 meters, as well as a 4-inch and a 16-inch aerial crossing. Stormwater drainage improvements included installing 5,200 feet of 15- to 36-inch HDPE & PVC main, 400 feet of 12x18- to 24x38-inch elliptical HDPE main, and 127 inlet structures. Sanitary sewer improvements included installing 41,100 feet of 8-inch PVC gravity sewer mains up to 16-feet deep including 98 manhole structures and 540 single and double services, 2 wastewater lift station, and 5,620 feet of 6-inch PVC force main. Hardscape and landscape improvements included 100,000 square yards of roadway reconstruction and hardscape restoration, 95,000 square yards of swale reconstruction, and 11,700 square yards of driveways.

Project: Flamingo Lummus Streetscape Imp. BP 10E**Owner:** City of Miami Beach**Reference:** Thais Vieira, R.A. - 305-673-7071**Construction Cost:** \$4.4 Mil. - 2011 (60" RCP)**Role:** Design/Build Project Manager

Description: Design/Build Project which consisted of water, drainage, and roadway infrastructure improvements to a neighborhood composed of 1,600 residences and 65 businesses. Water construction included installing 4,600 feet of new 6- to 8-inch DIP and abandoning 5,100 feet of existing water main. Drainage construction included installing 3,500 feet of 15- to 48-inch HDPE and RCP connecting over 70 structures and gravity wells, as well as 900 feet of 3- by 5-foot box culvert. Roadway construction included over 36,000 SY of roadwork, 4,500 SY of sidewalk, driveway & paver work, 9,500 feet of curb & gutter, 65,000 SY of swale reconstruction, planting or relocating over 200 trees; as well as signalization, decorative lighting, and installing 1,000 feet of FPL conduit. This project required major coordination with residents, a school, public transportation, restaurants, nightclubs, and other businesses to minimize our impact on residents and commerce.

Project: FDOT District 6 Section 2 Project (Personal Exp.)**Owner:** FDOT District 6**Construction Cost:** \$177 Mil. - 2008 - 2009**Role:** Design/Build Project Manager

Description: This was a design/build/finance project for the Florida Department of Transportation District IV. The work consisted of the addition of one general use lane in each direction, auxiliary lanes between all interchanges; interchange improvements and, operation safety improvements long the SR826 mainline and ramps. The Interchanges that will be improved with this project are the SR826 Interchanges at SW 56 Street/Miller Drive, Sr874/Don Shula Expressway and SW 40 Street/Bird Road. Four of the bridges are over the CSX railroad and are comprised of steel girders. The other interchange bridges are design with concrete beams (AASHTO Type IV, Mod. Bulb Tee, Florida I Beams). This project also includes a new pedestrian bridge, new drainage, lighting, landscaping, ITS and signalization Improvements

Project: Broadview Park BP 4 20-Inch WM**Owner:** Broward County WWSS**Reference:** Pat Sweet, Project Manager - 954-931-3732

Construction Cost: \$1.7 Mil - 2009

Role: Project Manager

Description: Due to our performance and qualifications this project was negotiated added scope to our Broadview Park Bid Pack 2 contract. This Neighborhood improvement project consisted of potable water main infrastructure improvements to the City of Plantation's Broadview Park neighborhood along State Road 441, a six-lane commercial road with over 60 businesses. Water infrastructure improvements consisted of installing 8,300 feet of 10- to 20-inch ductile iron water main (most of the work at night due to heavy traffic) and 16 air-release and butterfly valves, including 765 feet of directional drilling required to run the water main below Sunrise Boulevard, a six-lane bridge overpass plus access lanes and canal. Additional streetscape improvements included 14,500 square yards of roadwork and installing 12 traffic detection loops, as well as new curb & gutters, landscaping, and irrigation.

Project: Venetian Causeway Water Main Crossings

Owner: City of Miami Beach

Reference: Robert Rodriguez, Capital Projects Coord. - 305-673-7070

Construction Cost: \$1.0 Mil. - 2011

Role: Senior Project Manager

Description: Project consisted of water infrastructure improvements to the San Marino, Dilido, and Rivo Alto islands along the Miami Beach portion of the Venetian Causeway. Water construction consisted of installing 2,800 linear feet of 4- to 16-inch ductile iron water main, 33 water services, and 6 new fire hydrants. Construction required complex MOT to contend with heavy vehicle and pedestrian traffic; as well as direct coordination between multiple city departments and the contractor performing future roadway improvements.

Project: Section 5 Project Installation of 48-Inch PCCP

Owner: Miami-Dade Water & Sewer Department

Reference: George Aguiar (786-229-0859), Pedro Vigil (305-205-5152), Nelson Cespedes (786-552-8142), Larry Goodwin (786-295-3754)

Construction Cost: \$450,000 - 2015 (200 LF of 48" PCCP)

Role: Sr. Project Manager/Construction Manager

Description: This project was performed for Condotte/CAC/DeMoya, J.V. and it was located on NW 72nd Avenue from NW 8th Street thru NW 12th Street. The project consisted of 48" PCCP including restrained pipe, fittings, closures and connections to existing 48" PCCP. The path of the pipe was on NW 72nd Ave a 6 lane road with extreme heavy traffic. Several businesses existed along the path requiring difficult coordination and access at all times. The work involved; critical demolition of existing PCCP, removing sewage from existing pipe, sheeting and shoring, extensive de-watering, deep excavations, installation of access manholes and air releases, dealing with heavy traffic, working on weekends, nights and multiple crews. Difficult utility support and crossings. The project had tight time restraints due to existing lines requiring minimal shut down period. We succeeded in completing the Installation and connection within the scheduled time frame.

LICENSES AND CERTIFICATIONS:

Work Zone Traffic Control – M.O.T. Advanced Level Cert.

Occupational Safety & Health Association – 10 & 30 Hour Training

Occupational Safety & Health Association Confined Spaces Training

Adult and Pediatric First Aid / CPR / AED

Army Corp of Engineers – CQM for Contractors

OSHA 3015; Excavation, Trenching and Soil Mechanics

Competent Person - Excavation

YAMILE FERNANDEZ
1801 NW 18th STREET
POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108



Ms. Fernandez began her career over 16 years ago with a firm specializing in construction public relations. Subsequently, she joined Ric-Man International in 2006 as their Public Information Officer to take on the challenge of managing the community relations responsibilities for several major multi-million-dollar construction projects in Miami Beach such as the Washington Avenue Streetscape Project, Flamingo/Lummus BP10B Streetscape Project, Nautilus ROW NIP Project and Flamingo BP10E Streetscape Project. In addition to excelling in her role as Public Information Officer, she began assisting in a project management capacity, which in time earned her the dual title. She recently began working with Giannetti Contracting Corp. and currently serving as a Project Manager and Public Information Officer. Ms. Fernandez is an invaluable asset to Giannetti using her years of experience in public relations and construction management to deliver successful projects for all stakeholders involved.

EMPLOYMENT:

Giannetti Contracting Corp. 2016 – Present
Project Manager / Public Information

Infinite Source Comm. – Miami, FL
Public Information Liaison (2014-2016)

Ric-Man International, Inc. – Pompano Beach, FL
Assistant Project Manager/Public Information Liaison (2006-2014)

Protocole – Miami, FL
Public Information Liaison (2000-2006)

RECENT PROJECTS:

Project: Town of Surfside Utility Upgrade Project

Owner: Town of Surfside

Reference: Randy Stokes - 954-494-7497

Construction Cost: \$18.3 Mil - 2014

Role: Assistant Project Manager / Public Information Liaison

Description: The project consisted of water, drainage, and sewer infrastructure improvements to the entire Town of Surfside, as well as the restoring 167,000 square yards of road, 33,000 square yards of swale, 1,800 square yards of sidewalk & driveways, and 34,600 feet of curb & gutter. Water construction included the replacing a 31,500-linear feet of water main consisting of 4- to 8-inch DIP and PVC pipe with 955 new water services including the relocating of the existing water services from their rear easements to the front of the homes. **This project includes the replacement of their existing water meters to new AMR Water Meters of over 1,600 services.** This work required the daily coordination with the Town representatives & residents. Drainage construction consisted of installing 5,500 feet of 10- to 36-inch DIP and RCP pipe, 47 structures, 9 wells, and 3 pump stations. Sewer construction consisted of rehabilitating a 49,500-foot sewer system consisting of 8- to 15-inch CIP pipe, over 2,000 laterals, 166 structures, and 2 pump stations; as well as point-repairing 5,800 feet of the existing sewer main and installing 2,500 feet of new 12-inch PVC force main.

Project: Sunset Islands 3 & 4 Infrastructure Imp.

Owner: City of Miami Beach

Reference: Fernando Paiva, Project Manager - 305-970-9815

Construction Cost: \$7.7 Mil - Ongoing

Role: Assistant Project Manager / Public Information Liaison

Description: Design / Build Project which consists of pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements, water meter replacement, water service conversation from rear easements to right-of-way, storm drainage infrastructure including 2 pump stations, sanitary sewer lining, new conduits, conductors and services points for retrofitting existing lighting system and streetscape/planting improvements.

Project: Englewood Phase II Storm Sewer Project, City of Miami

Owner: City of Miami

Reference: Maurice Hardie – 305-724-8840

Construction Cost: \$600K – 2013

Role: Assistant Project Manager

Description: The project consisted of drainage and streetscape infrastructure improvements, as well as constructing traffic calming improvements, specifically 5 traffic circles and 2 raised intersections, at 7 separate intersections affecting 170 residences between Miami's Southwest 18th and 20th street and Southwest 29th and 31st avenue. Drainage infrastructure improvements included installing 1,400 feet of 24-inch pipe culvert and French drain, as well as 47 manholes and inlets. Hardscape infrastructure improvements included 7,600 SY of roadway milling & resurfacing, 860 SY of sidewalk & driveway reconstruction, 2,700 feet of new curb & gutter, planted 10 trees, and 3,600 SY of swale reconstruction & landscaping.

Project: Southwest 89th Avenue Drainage Improvements, Village of Palmetto Bay

Owner: Village of Palmetto Bay

Reference: Gary Ratay – 954-535-5100

Construction Cost: \$650K – 2012

Role: Assistant Project Manager

Description: The project consisted of paving and drainage infrastructure improvements for the Village of Palmetto Bay. Drainage construction included installing 3,700 feet of 15- to 18-inch French drain and 1,400 feet of 15- to 18-inch polyethylene pipe culvert connecting 33 new drainage manholes and 29 new drainage inlets. Paving improvements consisted of 19,000 SY of asphalt overlay and over \$50,000 worth of swale restoration.

Project: Flamingo Lummus Streetscape Imp. BP 10E

Owner: City of Miami Beach

Reference: Thais Vieira, R.A. - 305-673-7071

Construction Cost: \$4.4 Mil. - 2011 (60" RCP)

Role: Assistant Project Manager / Public Information Liaison

Description: Design/Build Project which consisted of water, drainage, and roadway infrastructure improvements to a neighborhood composed of 1,600 residences and 65 businesses. Water construction included installing 4,600 feet of new 6- to 8-inch DIP and abandoning 5,100 feet of existing water main. Drainage construction included installing 3,500 feet of 15- to 48-inch HDPE and RCP connecting over 70 structures and gravity wells, as well as 900 feet of 3- by 5-foot box culvert. Roadway construction included over 36,000 SY of roadwork, 4,500 SY of sidewalk, driveway & paver work, 9,500 feet of curb & gutter, 65,000 SY of swale reconstruction, planting or relocating over 200 trees; as well as signalization, decorative lighting, and installing 1,000 feet of FPL conduit. This project required major coordination with residents, a school, public transportation, restaurants, nightclubs, and other businesses to minimize our impact on residents and commerce.

Project: Venetian Causeway Water Main Crossings

Owner: City of Miami Beach

Reference: Robert Rodriguez, Capital Projects Coord. - 305-673-7070

Construction Cost: \$1.0 Mil. - 2011

Role: Assistant Project Manager / Public Information Liaison

Description: Project consisted of water infrastructure improvements to the San Marino, Dilido, and Rivo Alto islands along the Miami Beach portion of the Venetian Causeway. Water construction consisted of installing 2,800 linear feet of 4- to 16-inch ductile iron water main, 33 water services, and 6 new fire hydrants. Construction required complex MOT to contend with heavy vehicle and pedestrian traffic; as well as direct coordination between multiple city departments and the contractor performing future roadway improvements.

LICENSES AND CERTIFICATIONS:

Work Zone Traffic Control – M.O.T. Advanced Level Cert.

Occupational Safety & Health Association – 10 Hour Training

Richard Gibbs, III, President/Treasurer
1801 NW 18th STREET
POMPAHO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108
richie@giannetticorp.com



Richie Gibbs has over 22 years' construction experience as a project manager, estimator, superintendent, foreman, and general partner, in the underground construction industry with governmental agencies in Florida and Michigan. Richie also has experience in commercial construction including custom home building in Michigan and Florida over the past 21 years. Richie is "hands-on" with all current projects in the South Florida area.

EMPLOYMENT:

Giannetti Contracting Corp. 1995 – Present Chief Operating Officer/ Treasurer/ President

RECENT PROJECTS:

Florida Keys Aqueduct Authority – Cudjoe Inner Islands 2013 – 2016
Contract \$45,119,495.13.

- Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay. The project is currently over 90% completion.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014
Contract Amount: \$17,807,186.

- Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Palm Beach County Water Utilities Department – Belvedere Homes Phase 2 - 2012-2013
Contract Amount: \$ 4,252,998.

- Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013
Contract Amount: \$6,488,292.

- Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Broadview Park Neighborhood Improvement Project – Bid Pack #3 - 2010 - 2013
Contract Amount: \$13,261,559.

- Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Utility Analysis Zone Improvement Program (UAZ) 307 & 315 - 2009 - 2011
Contract Amount: \$5,949,866.

- Project included over 38,000 LF of new water main, gravity sewer main, and force main from 4" to 12" in diameter. Over 36,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person

Nicholas J. Apostol, V.P. / Secretary
1801 NW 18th STREET
POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108
nick@giannetticorp.com



Nick Apostol has over 29 years' underground utility construction experience with governmental agencies and also commercial vertical construction as project manager, estimator, superintendent, foreman, general partner and controller. As Vice President and Controller of Giannetti Contracting, Nick oversees all contracts, pay estimates and financials for both Michigan and Florida.

EMPLOYMENT:

Giannetti Contracting Corp. 1990 – Present Vice-President / Secretary

Oakland County Drain Commissioners
Oakland, MI 1988-1990 Construction Inspector

RECENT PROJECTS:

Florida Keys Aqueduct Authority – Cudjoe Inner Islands 2013 – 2016
Contract \$45,119,495.13.

- Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay. The project is currently over 90% completion.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014
Contract Amount: \$17,807,186.

- Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013
Contract Amount: \$6,488,292.

- Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Palm Beach County Water Utilities Department – Belvedere Homes Phase 2 – 2012 - 2013
Contract Amount: \$ 4,252,998.

- Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Broward County – Broadview Park Neighborhood Improvement Project – Bid Pack #3 - 2010 - 2013
Contract Amount: \$13,261,559.

- Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

EDUCATION:

Central Michigan University, Bachelor of Science, Construction Technology, 1989,

LICENSES AND CERTIFICATIONS: Florida General Contractor, Michigan Licensed Residential Builder, OSHA Qualified Person, Florida Stormwater Inspector, ATTSA Florida Advanced

Ilia Lyssenko, Project Manager
1801 NW 18th STREET
POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108
ilia@giannetticorp.com



Ilia has over 21 years' construction experience in government and commercial construction industry as a project manager, estimator, and foreman.

EMPLOYMENT:

Giannetti Contracting Corp.	2013 –	<u>Project Manager</u>
Lanzo Construction Co. Fla.	2010 – 2013	<u>Project Manager / Estimator</u>
DBF Construction LLC.	2006 – 2010	<u>Project Manager / Estimator</u>
Giannetti Contracting Corp.	1996 – 2006	<u>Project Manager / Estimator / Foreman</u>

RECENT PROJECTS:

Florida Keys Aqueduct Authority – Cudjoe Inner Islands 2013 – 2016
Contract \$45,119,495.13.

- Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay. The project is currently over 90% completion.

City of Miami Beach, Florida – Central Bayshore and Lake Pancoast Infrastructure Projects – 2012 - 2013
Contract Amount: \$ 17,000,000.

- Over 54,000 LF of new drainage, water main, gravity sewer, and force main from 6" to 48" in diameter. Project also included 1" milling and overlay as well as 6,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

City of Hollywood, Florida – Water Main Replacement Program – Hollywood Blvd. to Johnson St. N. 46th Ave. to N. 52nd Ave. - 2013 - 2014
Contract Amount: \$2,132,773.

- Water Main Replacement Project included over 27,000 LF of new water main. Project also included over 36,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014
Contract Amount: \$17,807,186.

- Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

EDUCATION:

Broward Community College
Associate of Arts, Engineering & Architecture

LICENSES AND CERTIFICATIONS:

Florida General Contractor, Florida Underground Contractor, OSHA Qualified Person, Florida Stormwater Inspector, ATTSA Florida Advanced

Jeffrey Melnechuk, Superintendent
1801 NW 18th STREET
POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108
Mally.1976@yahoo.com



Jeff (Mally) has over 19 years' underground utility construction experience with governmental agencies as superintendent, foreman, and operator in Michigan and Florida. Jeff's experience also includes residential and commercial vertical construction.

EMPLOYMENT:

Giannetti Contracting Corp. 1998 – Present Superintendent

RECENT PROJECTS:

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014
Contract Amount: \$17,807,186.

- Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Palm Beach County Water Utilities Department – Belvedere Homes Phase 2 - 2012-2013
Contract Amount: \$ 4,252,998.

- Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013
Contract Amount: \$6,488,292.

- Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Broadview Park Neighborhood Improvement Project – Bid Pack #3 - 2010 - 2013
Contract Amount: \$13,261,559.

- Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Utility Analysis Zone Improvement Program (UAZ) 307 & 315 - 2009 - 2011
Contract Amount: \$5,949,866.

- Project included over 38,000 LF of new water main, gravity sewer main, and force main from 4" to 12" in diameter. Over 36,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Florida Keys Aqueduct Authority – Big Coppitt Wastewater Collection System Contract 2, Rockland & Geiger Key, Florida - 2008 - 2010
Contract Amount: \$9,667,750.

- Project included over 73,000 LF of new water main, gravity sewer main, and force main from 4" to 8" in diameter. Over 76,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person, First Aid / CPR Certified

Tony D'Onofrio, Superintendent
1801 NW 18th STREET
POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108



Tony has over 41 years' underground utility construction experience with governmental agencies as superintendent, foreman, and operator in Michigan and Florida. Tony's experience also includes residential construction.

EMPLOYMENT:

Giannetti Contracting Corp. 1990 – Present

RECENT PROJECTS:

Cudjoe Regional Wastewater Inner Islands Collection System & Transmission System 2013 – 2016

Contract Amount: \$45,119,495.13.

- Project included 15,600 LF of water main, 164,625 force main and transmission main, 73,880 lf of gravity sewer, 33 sanitary lift station, 7,100 lf of 8" HDPE slip lining, 12 directional bores, 2 master lift stations, 33 dewatering wells, 572 grinder pump stations, 2 bridge crossings, trench restoration, asphalt milling and overlay.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014

Contract Amount: \$17,807,186.

- Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013

Contract Amount: \$6,488,292.

- Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Broadview Park Neighborhood Improvement Project – Bid Pack #3 - 2010 - 2013

Contract Amount: \$13,261,559.

- Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Utility Analysis Zone Improvement Program (UAZ) 307 & 315 - 2009 - 2011

Contract Amount: \$5,949,866.

- Project included over 38,000 LF of new water main, gravity sewer main, and force main from 4" to 12" in diameter. Over 36,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Florida Keys Aqueduct Authority – Big Coppitt Wastewater Collection System Contract 2, Rockland & Geiger Key, Florida - 2008 - 2010

Contract Amount: \$9,667,750.

- Project included over 73,000 LF of new water main, gravity sewer main, and force main from 4" to 8" in diameter. Over 76,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

Michigan Plumbing & Underground
Michigan Mechanical

Robert C. Henning III, Chief Estimator
1801 NW 18th STREET
POMPAHO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108
bob@giannetticorp.com



Robert has over 17 years' construction experience in government and commercial construction industry as a project manager and estimator. Robert also has experience in safety program management.

EMPLOYMENT:

Giannetti Contracting Corp.	2014 –	<u>Chief Estimator</u>	2012 – 2014	<u>Project Manager</u>
Ocean Bay Construction, Inc.	2010 – 2012	<u>Project Manager / Estimator</u>		
GPE Eng. & Gen Cont., Inc.	2010	<u>Estimator</u>		
Welling Construction, Inc.	2004 – 2009	<u>President / Vice President</u>		
The Redland Company, Inc.	2003 – 2004	<u>Pro. Mgr/ Estimator/ Safety Dir.</u> , 1998 – 2002 <u>Office & Field Staff</u>		

RECENT PROJECTS:

Florida Keys Aqueduct Authority – Cudjoe Inner Islands 2013 – 2016
Contract \$45,119,495.13.

- Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay. The project is currently over 90% completion.

Palm Beach County Water Utilities Department – Belvedere Homes Phase 2 - 2012-2013
Contract Amount: \$ 4,252,998.

- Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Central Broward Water Control District – N-30 Canal Culvert Extension - 2012
Contract Amount: \$747,018.

- Project included clearing and installing 2,534 LF of 60" reinforced concrete pipe. Project was particularly challenging due to the extreme hard rock encountered. Averaged approximately 100 LF a day production.

Broward County - North County Neighborhood Improvements Bid Pack # 9 - 2010 -2012
Contract Amount: \$15,100,000.

- Project included over 135,000 LF of new drainage, water main, sewer main (over 15 feet deep), force main, reclaimed water main from 4" to 48" in diameter. Over 70,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

EDUCATION:

American Intercontinental University 2001-2003

Bachelor of Business Administration, January 2003 Minor in Construction Management

Broward Community College 2000-2001

Twenty-three Credit Hours towards Associate Degree in Building Construction Management

Santa Fe Community College 1998-2000

Thirty-five Credit Hours towards Associate Degree in Building Construction Management

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person, Florida Stormwater Inspector, ATTSA Florida Advanced



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2016

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

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

PRODUCER Guy Hurley, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084		CONTACT NAME: Mary Ellen Krakauer PHONE (A/C, No. Ext): (248) 519-1430 FAX (A/C, No.): (248) 519-1401 E-MAIL ADDRESS: mkrakauer@ghbh.com	
INSURED Giannetti Contracting Corporation Giannetti Contracting of Florida, Inc. 6340 Sims Drive Sterling Heights MI 48313		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Amerisure Partners Ins. Co. INSURER C: Indian Harbor Insurance Company INSURER D: Hartford Fire Insurance INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 Master w/Poll 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP2073454	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU Coverage Included						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			CA2073447	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Drive other car \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CU2073448	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2073449	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			35UUMNC7816	12/1/2016	12/1/2017	Installation Floater \$400,000
C	Pollution			PEC0047718	6/17/2016	6/17/2017	Aggregate Limit \$2,000,000

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Lechner/TOPIE



GIANNETTI CONTRACTING CORP.
EQUIPMENT LIST - 2015/2016

Articulated Truck - Cat D250E - 1997	#5TN00947
Asphalt Zipper AZ500B	#50000445
Asphalt Mill - Cat 2014 PM-102	#Z2X00572
Asphalt Paver - Cat 2013 AP255E	#D8A00175
Asphalt Roller - CAT CB24B	#42000227
Backhoe 480F Case	#JJG0004055
Backhoe CAT 420F	#JWJ001135
Dozer - Cat D5XLHST	#7PS01973
Excavator-328 Mini Bobcat	#234211270
Excavator - Cat 307	#2PM00781
Excavator - Cat 330L	#8FK00889
Excavator - Cat 321	#MPG00522
Excavator - Cat 328	#RMX00508
Excavator - Komatsu PC308	#30190
Excavator - Komatsu PC78MR-6	#3429
Skidsteer - Cat 247B W/Attachments	#MTL00464
Skidsteer - New Holland L180	#N7M444620
Skidsteer - Cat 262D W/Bucket	#DTB01656
Skidsteer - Cat 242D	#DZT00400
Planer PC306B (For above skidsteer)	#PCT00507
Loader - Cat 950G 2003	#8950GVBA00262
Loader - Cat 906 2005	#00906AMER00551
Loader - Cat 924K	#PWR02796
Loader - Komatsu WA200/6	#71455
Loader - Komatsu WA200/6	#70758
Loader - Komatsu WA270/7	#K47109
Loader - Cat 924G	#DDA03809
Loader - Cat 257B	#SLK06863
John Deere Broom Tractor 4520	#LV4520H340397
Laser - Dialgrade - Pipe Laser	#10699
Javlin Dual Slope Laser	#2069
Roller-Cat Vibr. Smooth Drum CS433E	#CFP00141
Roller - Ingersoll Rand SD40D	#5778
Deutz Solar Arrow Board	
Boring Machine - Richmond 30"	#5172238
Miscellaneous Supplies	
12" Rotary Wellpoint Pump	#V933
12" Rotary Wellpoint Pump	#V904
Atlantic Wellpoint Pump 10" Duetz Diesel	
Bobcat Sweeper Attachment	#NA
Bobcat Trencher Attachment	#NA

Bobcat Trencher	#045-40505437
Trencher - Vermeer T655DT 1991	#1VRE26074M000492
Trencher - Vermeer V8550A 1999	#1VRT112P2X1000225
Ditch Witch Rock Saw 4x4 - 2002	#5W0318
Cat Broom for Skid Steer Loader	#1425455
Cat Sideshift Trencher	#JAJ04479
Bobcat Mill Attachment	#NA
18.5" Cat Asphalt Cutter	#7AW00901
81 GMC Tool Truck	#2945
McElroy Fusion Machine	#C56349
Gallion Grader A550	#GC-10349
Cat 36 KW Generator	#16MPF08YD027597
Cat 25 KW Generator	#7201133
3 - 8" Hydraulic Pumps	
Mauldin Tack Tank MT300	#Y02912
2003 Terramite TSS38 Ride On Broom	#23TS0435
2012 Rammex 1510CI Trench Comp.	#60387
2000 case Forklift	#589E
Tractor W/Broom - John Deere 4520	#LV4520H440256



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

8C

NORTH BAY VLLAGE RECOMMENDATION MEMORANDUM

DATE: March 20, 2017

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMNENDED BY STAFF: Village Manager Frank K. Rollason

PRESENTED BY STAFF: Village Manager Frank K. Rollason

SUBJECT: Authorization to Negotiate Purchase Parkland on 7631 and 7731 Coquina Drive

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to negotiate with Mrs. Phyllis Sepe for the purchase of two parcels of land immediately adjacent to her property at 7631 Coquina Drive (Tax Folio #23-3209-008-1200) and 7701 Coquina Drive (Tax Folio #23-3209-008-1210) on North Bay Island; and further authorizing the Village Manager to obtain a current land survey and independent appraisal of both parcels along with a proposed contract to be brought back before the Village Commission for consideration and appropriate action.

BACKGROUND:

On January 29, 2008, a Special Election was held in North Bay Village resulting in the voters approving Proposition I – “To preserve the waters of Biscayne Bay, protect open spaces from development and create and improve parks and recreational opportunities, shall the City of North Bay Village be authorized to issue a maximum of \$9,400,000 in general obligation bonds bearing interest not exceeding maximum legal rate, maturing no later than 30 years, and being payable from *ad valorem* taxes levied on all taxable property in the City, with citizen oversight?” – approved by a vote of 516 in favor and 305 against.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

Presently, Mrs. Sepe has two open parcels of land adjacent to her residence on North Bay Island on the market. She has indicated that she would consider an offer from the Village to procure these parcels for the purpose of a perpetual park on North Bay Island. These two (2) lots have a total of 15,400 square feet or .35 acres.

BUDGETARY IMPACT:

In 2008, the Village issued \$6,250,000 of General Obligation Bonds (GO) to implement the projects provided for in the three voter approved bond issues. These bonds were refinanced in 2010 for a total of \$6,350,000. Of the approved \$9,100,000, \$5,701,000 has been spent on Parks and Open Space, which leaves \$3,399,000 available from the approved bond issues to be spent on Parks and Open Space facilities. If the purchase price is somewhere near the current asking price, the Village will have sufficient cash on hand in the Capital Projects Fund to purchase this property. This would not require the issuance of any new debt at this time.

PERSONNEL IMPACT:

The Public Works Department would be required to maintain the grounds and any improvements either with Force Labor or via contract(s) with outside vendors.

CONTACT:

Frank Rollason, Village Manager



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 11, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE THE PURCHASE OF TWO VACANT PARCELS OF LAND AT 7631 AND 7701 COQUINA DRIVE ON NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO OBTAIN A CURRENT LAND SURVEY AND AN INDEPENDENT APPRAISAL OF BOTH PARCELS; SUBMITTING THE CONTRACT PROPOSAL TO THE VILLAGE COMMISSION FOR CONSIDERATION; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE THE PURCHASE OF TWO VACANT PARCELS OF LAND AT 7631 AND 7701 COQUINA DRIVE ON NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO OBTAIN A CURRENT LAND SURVEY AND AN INDEPENDENT APPRAISAL OF BOTH PARCELS; SUBMITTING THE CONTRACT PROPOSAL TO THE VILLAGE COMMISSION FOR CONSIDERATION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, two adjacent parcels of land located at 7631 Coquina Drive (Tax Folio #23-3209-008-1200 and 7701 Coquina Drive (Tax Folio #23-3209-008-1210), on North Bay Island, owned by long-time resident Mrs. Phyllis Sepe, have recently come on the market; and

WHEREAS, the Village has developed parks on Treasure Island and Harbor Island; and

WHEREAS, there are no public parks within the confines of North Bay Island; and

WHEREAS, the Village Commission may determine that the development of a park on North Bay Island could be in the best interest of North Bay Island and the community as a whole; and

WHEREAS, on January 29, 2008, a Special Election was held in North Bay Village resulting in the voters approving Proposition I – “To preserve the water quality of Biscayne Bay, protect open spaces from development and create and improve parks and recreational opportunities, shall the City of North Bay Village be authorized to issue a maximum of \$9,400,000 in general obligation bonds bearing interest not exceeding maximum legal rate, maturing no later than 30 years, and being payable from *ad valorem* taxes levied on all taxable property in the City, with citizen oversight?” – approved by a vote of 516 in favor and 305 against.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to obtain a current survey and appraisal report on said two parcels and to further negotiate with Mrs. Phyllis Sepe and/or her designee to develop an agreed-upon contract proposal for the purchase by the Village of both parcels; and further, if successful in those negotiations, to take the proposal before the Village Commission for consideration and appropriate action.

Section 3. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED AND ADOPTED this 25th day of April 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution: Villagewide Anti-Bullying Program-Treasure Island Elementary School



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/22/2017

Property Information	
Folio:	23-3209-008-1200
Property Address:	
Owner	ARVILLA BERGER & PHYLLIS SEPE
Mailing Address	7621 COQUINA DR N BAY VILLAGE, FL 33141-4026
Primary Zone	0900 SGL FAMILY - 1901-2100 SQ
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	7,700 Sq.Ft
Year Built	0

Assessment Information			
Year	2016	2015	2014
Land Value	\$346,392	\$308,046	\$165,527
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$346,392	\$308,046	\$165,527
Assessed Value	\$118,363	\$107,603	\$97,821

Benefits Information				
Benefit	Type	2016	2015	2014
Non-Homestead Cap	Assessment Reduction	\$228,029	\$200,443	\$67,706

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
NORTH BAY ISLAND PB 40-59 LOT 13 BLK 5 LOT SIZE 70.000 X 110 OR 9662-1048 COC 22338-0888 05 2004 4	



Taxable Value Information			
	2016	2015	2014
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,363	\$107,603	\$97,821
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$346,392	\$308,046	\$165,527
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,363	\$107,603	\$97,821
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,363	\$107,603	\$97,821

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/01/2004	\$0	22338-0888	Sales which are disqualified as a result of examination of the deed
02/01/1977	\$50,000	08888-8888	Deeds that include more than one parcel

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

7631 Coquina Dr - Code Assigned Address



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/22/2017

Property Information	
Folio:	23-3209-008-1210
Property Address:	
Owner	ARVILLA BERGER & PHYLLIS SEPE
Mailing Address	7621 COQUINA DR N BAY VILLAGE, FL 33141-4026
Primary Zone	0900 SGL FAMILY - 1901-2100 SQ
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	7,700 Sq.Ft
Year Built	0

Assessment Information			
Year	2016	2015	2014
Land Value	\$346,392	\$308,046	\$165,527
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$346,392	\$308,046	\$165,527
Assessed Value	\$118,363	\$107,603	\$97,821

Benefits Information				
Benefit	Type	2016	2015	2014
Non-Homestead Cap	Assessment Reduction	\$228,029	\$200,443	\$67,706

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
NORTH BAY ISLAND PB 40-59 LOT 14 BLK 5 LOT SIZE 70.000 X 110 OR 9662-1048 COC 22338-0888 05 2004 4	



Taxable Value Information			
	2016	2015	2014
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,363	\$107,603	\$97,821
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$346,392	\$308,046	\$165,527
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,363	\$107,603	\$97,821
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,363	\$107,603	\$97,821

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/01/2004	\$0	22338-0888	Sales which are disqualified as a result of examination of the deed
02/01/1977	\$50,000	08888-8888	Deeds that include more than one parcel

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Version:

7701 Coquina Dr - Code Assigned Address

Frank Rollason

From: Frank Rollason
Sent: Sunday, March 19, 2017 5:13 PM
To: VILLAGE COMMISSION
Cc: Bert Wrains (bwrains@nbvillage.com) (bwrains@nbvillage.com); Jenice Rosado; Evelyn Herbello (EHerbello@nbvillage.com); Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com); Robert L. Switkes; 'David Acosta'
Subject: AVAILABILITY PROPERTY FOR PURCHASE ON NORTH BAY ISLAND

As you may be aware, Ms. Phyllis Sepe has placed the two parcels adjacent to her home on Coquina on NBI on the market for sale. This is an opportunity for the Village to acquire these two parcels and maintain them as 'open space' as a legacy for the Sepe's and as a passive park within the confines of North Bay Island. As you are well aware, there is a park on Treasure Island and one on Harbor Island, but none on North Bay Island. These two parcels have remained vacant since the Sepe's moved on to North Bay Island and Ms. Sepe would love to see them remain that way forever - if the price is right! I will bring a Resolution to the April 11, 2017 Commission meeting authorizing the Village Manager to negotiate with Ms. Sepe or her designated representative for the purchase of both parcels. As you may recall, there was a bond issue passed sometime back (I will include all details in the Resolution) that approved several million dollars for the purchase of land for 'Open Space' for the Village. If this Resolution is approved, we would obtain a current appraisal from which to negotiate and bring back any offer agreed upon by both parties to the Commission to consider and if accepted authorize the Village Manager to enter into a contract offer on both lots. Be advised that I met with Ms. Sepe this past Friday evening to discuss whether or not she would be interested in such a negotiation and she indicated that she liked the idea of the lots remaining vacant as a passive park forever. I have also had several conversations with Al Blake whom Ms. Sepe has great confidence in his advice in that he would look after her best financial interests. At this point, Mr. Blake also believes it would be a great asset to North Bay Island, and the Village as a whole, to acquire these two parcels and keep it as a passive park.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

Frank Rollason

From: Phyllis <psepe7621@gmail.com>
Sent: Thursday, March 30, 2017 2:37 PM
To: Frank Rollason
Subject:

Dear Frank, Thank you for your help and advice about the properties

I wish to sell. I still need to have them appraised but do not know anyone who can recommend an Appraiser and I am afraid to call one cold. My granddaughter has had several offers and I really cannot consider what I should do without one.. I would greatly appreciate the names of an Appraiser or Appraisers that I could call.

Again, many thanks.

Sincerely,

Phyllis Sepe

March 30, 2017

Yvonne Hamilton

From: Frank Rollason
Sent: Monday, April 03, 2017 7:12 AM
To: Yvonne Hamilton; Jenice Rosado
Subject: FW: Possible purchase of Sepe lot on Coquina Dr.

Please add as back-up to Sepe Lot Item on April 25th Consent Agenda, thanks, Frank.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

From: Gerson Sepin [<mailto:gsepin@aol.com>]
Sent: Monday, April 03, 2017 7:10 AM
To: Alvin M. Blake
Cc: janeblake@earthlink.net; teweldearaia@hotmail.com; Jose Sanchez; jarredleibner@gmail.com; psepe7621@gmail.com; myerlyk@yahoo.com; joseralfvarez@bellsouth.net; maryekramer@cs.com; pcashmanmurphy@aol.com; windymurphy@me.com; dsauvage99@gmail.com; Mohammed A. Sheikh; hossain.mohammed567@gmail.com; ecofresi@hotmail.com; Elyse Auerbach; tim@brodsonconstruction.com; Jan Lupu; nasrrahomes@outlook.com; franckdiadhiou@yahoo.com; agranell@iriddesign.com; Sissyshute; kip@kipdugal.com; Ester Pereira; Lydia Howard; Connie Leon-Kreps; Frank Rollason
Subject: Re: Possible purchase of Sepe lot on Coquina Dr.

I think that would be a great benefit for our community

Best regards,
Gerson Sepin

Sent from my iPhone

On Apr 1, 2017, at 10:23 AM, Al Blake <ablake@earthlink.net> wrote:

Hi Fellow Coquina Drive Residents and other Block Captains on NBI:

The double lot located by 7621 Coquina Dr. owned by the Sepe Family has come up for sale. Once we thought it over, it seemed to me and other residents that this would be a perfect piece of land for the Village to acquire. Since we currently have parks on both Harbor and Treasure Island, this will enable the Village to possibly add another park or open green space on North Bay Island to serve our

residents. This piece of land would enable our Village to acquire more land since we have so little left and the Village currently owns very little. Obviously, this will depend on the money the Village has for this purchase but this e-mail is strictly to see what our residents on our Island think about this. We believe it will be great for both the Village and all the residents of North Bay Village. Please e-mail or call me with your thoughts either way. I'm also asking our other block captains to send this out to their respective streets and let me know those results. There is not much else the Village can do for the residents with the current land we own. Please think this over then let us know. Have a great weekend. Al Blake- 7601 Coquina Dr. 305-979-7604

Yvonne Hamilton

From: Frank Rollason
Sent: Monday, April 03, 2017 5:14 PM
To: Yvonne Hamilton; Jenice Rosado
Subject: FW: Possible purchase of Sepe lot on Coquina Dr.

FYI – another back-up for the Sepe Lot Reso.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

From: Jane [mailto:janeblake@earthlink.net]
Sent: Monday, April 03, 2017 1:32 PM
To: 'Jarred Leibner'
Cc: 'Gerson Sepin'; Alvin M. Blake; teweldearaia@hotmail.com; jrsabi2003@hotmail.com; psepe7621@gmail.com; myerlyk@yahoo.com; joseralvarez@bellsouth.net; maryekramer@cs.com; windymurphy@me.com; dsauvage99@gmail.com; msheikh@nationalsecurities.com; hossain.mohammed567@gmail.com; ecofresi@hotmail.com; eauerbach@atlanticbb.net; tim@brodsonconstruction.com; janlupu@gmail.com; nasrrahomes@outlook.com; franckdiadhiou@yahoo.com; agranell@iriddesign.com; sissyshute@yahoo.com; kip@kipdugal.com; esterp131@aol.com; janeblake@earthlink.com; lydiahoward2015@gmail.com; Connie Leon-Kreps; Frank Rollason; 'Morgan Brooks'; paul murphy
Subject: RE: Possible purchase of Sepe lot on Coquina Dr.

I completely agree with you. The city of Miami acquired the space where the old convention building was located. They idea is to NOT put one thing on this space. The sod is all they want to have. Nothing else. That's what I would like this Sepe two lots to be. That's why we are getting our residents feelings. So, the mayor NBI Commissioner and At large commissioner know our thoughts. If the price is fair for the village and Mrs. Sepe then the commission will make the decision to either leave it just as it is for now. Then it will be open and shaded. The commission needs to know how we feel.

Thanks for responding.

Jane

From: Jarred Leibner [mailto:jarredleibner@gmail.com]
Sent: Monday, April 3, 2017 8:17 AM
To: Paul Murphy <pcashmanmurphy@aol.com>
Cc: Gerson Sepin <gsepin@aol.com>; Al Blake <ablake@earthlink.net>; janeblake@earthlink.net; teweldearaia@hotmail.com; jrsabi2003@hotmail.com; psepe7621@gmail.com; myerlyk@yahoo.com; joseralvarez@bellsouth.net; maryekramer@cs.com; windymurphy@me.com; dsauvage99@gmail.com; msheikh@nationalsecurities.com; hossain.mohammed567@gmail.com; ecofresi@hotmail.com; eauerbach@atlanticbb.net; tim@brodsonconstruction.com; janlupu@gmail.com; nasrrahomes@outlook.com; franckdiadhiou@yahoo.com; agranell@iriddesign.com; sissyshute@yahoo.com; kip@kipdugal.com; esterp131@aol.com; lydiahoward2015@gmail.com; cleonkreps@nbvillage.com; <FRollason@nbvillage.com> <FRollason@nbvillage.com>; Morgan Brooks <morganebrooks@gmail.com>
Subject: Re: Possible purchase of Sepe lot on Coquina Dr.

Agreed great idea keeping this a park.

Best,
Jarred

On Mon, Apr 3, 2017 at 10:30 AM, Paul Murphy <pcashmanmurphy@aol.com> wrote:

Great idea !!

Support it completely.

Paul Murphy

-----Original Message-----

From: Gerson Sepin <gsepin@aol.com>

To: Al Blake <ablake@earthlink.net>

Cc: janeblake <janeblake@earthlink.net>; teweldearaia <teweldearaia@hotmail.com>; Jose Sanchez <jrsabi2003@hotmail.com>; jarredleibner <jarredleibner@gmail.com>; psepe7621 <psepe7621@gmail.com>; myerlyk <myerlyk@yahoo.com>; joseralvarez <joseralvarez@bellsouth.net>; maryekramer <maryekramer@cs.com>; pcashmanmurphy <pcashmanmurphy@aol.com>; windymurphy <windymurphy@me.com>; dsauvage99 <dsauvage99@gmail.com>; Mohammed A. Sheikh <msheikh@nationalsecurities.com>; hossain.mohammed567 <hossain.mohammed567@gmail.com>; ecofresi <ecofresi@hotmail.com>; Elyse Auerbach <eauebach@atlanticbb.net>; tim <tim@brodsonconstruction.com>; Jan Lupu <janlupu@gmail.com>; nasrrahomes <nasrrahomes@outlook.com>; franckdiadhiou <franckdiadhiou@yahoo.com>; agranell <agranell@iriddesign.com>; Sissyshute <sissyshute@yahoo.com>; kip <kip@kipdugal.com>; Ester Pereira <esterp131@aol.com>; Lydia Howard <lydiahoward2015@gmail.com>; Connie Leon-Kreps <cleonkreps@nbvillage.com>; Frank Rollason <FRollason@nbvillage.com>

Sent: Mon, Apr 3, 2017 7:10 am

Subject: Re: Possible purchase of Sepe lot on Coquina Dr.

I think that would be a great benefit for our community

Best regards,
Gerson Sepin

Sent from my iPhone

On Apr 1, 2017, at 10:23 AM, Al Blake <ablake@earthlink.net> wrote:

Hi Fellow Coquina Drive Residents and other Block Captains on NBI:

The double lot located by 7621 Coquina Dr. owned by the Sepe Family has come up for sale. Once we thought it over, it seemed to me and other residents that this would be a perfect piece of land for the Village to acquire. Since we currently have parks on both Harbor and Treasure Island, this will enable the Village to possibly add another park or open green space on North Bay Island to serve our residents. This piece of land would enable our Village to

acquire more land since we have so little left and the Village currently owns very little. Obviously, this will depend on the money the Village has for this purchase but this e-mail is strictly to see what our residents on our Island think about this. We believe it will be great for both the Village and all the residents of North Bay Village. Please e-mail or call me with your thoughts either way. I'm also asking our other block captains to send this out to their respective streets and let me know those results. There is not much else the Village can do for the residents with the current land we own. Please think this over then let us know. Have a great weekend. Al Blake- 7601 Coquina Dr. [305-979-7604](tel:305-979-7604)

Yvonne Hamilton

From: Frank Rollason
Sent: Monday, April 03, 2017 5:16 PM
To: Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com)
Subject: FW: SEPE LOT AGENDA ITEM BACK-UP DOCUMENT

Yvonne/Jen, another back-up document for the Sepe Lot item on the April 25th Consent Agenda, Frank.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

-----Original Message-----

From: Frank Rollason
Sent: Thursday, March 30, 2017 2:24 PM
To: 'Phyllis'
Subject: RE:

Phyllis, good afternoon. Our item is going before the Commission on April 25th instead of April 11th - the meeting got moved back because of Passover. In the Resolution being presented, I am requesting permission to perform a survey and have an appraisal done. If approved, I would be happy to share our appraisal with you - it is public record. If you cannot wait till then, I understand and will see what I can come up with for an appraisal firm that the Village has used in the past, Frank.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

-----Original Message-----

From: Phyllis [<mailto:psepe7621@gmail.com>]
Sent: Thursday, March 30, 2017 2:37 PM
To: Frank Rollason
Subject:

Dear Frank, Thank you for your help and advice about the properties

I wish to sell. I still need to have them appraised but do not know anyone who can recommend

an Appraiser and I am afraid to call one cold. My granddaughter has had several offers and I really cannot consider what I should do without one.. I would greatly appreciate the names of an Appraiser or Appraisers that I could call.

Again, many thanks.

Sincerely,

Phyllis Sepe

March 30, 2017

Yvonne Hamilton

From: Frank Rollason
Sent: Tuesday, April 04, 2017 7:11 AM
To: Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com)
Subject: FW: Possible purchase of Sepe lot on Coquina Dr.

Please add to Sepe item back up, Frank.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frrollason@nbvillage.com
www.nbvillage.com

From: Jarred Leibner [<mailto:jarredleibner@gmail.com>]
Sent: Monday, April 03, 2017 11:17 AM
To: Paul Murphy
Cc: Gerson Sepin; Alvin M. Blake; janeblake@earthlink.net; teweldearaia@hotmail.com; jrsabi2003@hotmail.com; psepe7621@gmail.com; myerlyk@yahoo.com; joseralfvarezbellsouth.net; maryekramer@cs.com; windymurphy@me.com; dsauvage99@gmail.com; msheikh@nationalsecurities.com; hossain.mohammed567@gmail.com; ecofresi@hotmail.com; eauerbach@atlanticbb.net; tim@brodsonconstruction.com; janlupu@gmail.com; nasrrahomes@outlook.com; franckdiadhiou@yahoo.com; agranell@iriddesign.com; sissyshute@yahoo.com; kip@kipdugal.com; esterp131@aol.com; lydiahoward2015@gmail.com; Connie Leon-Kreps; Frank Rollason; Morgan Brooks
Subject: Re: Possible purchase of Sepe lot on Coquina Dr.

Agreed great idea keeping this a park.

Best,
Jarred

RESOLUTION NO. 2008-01A

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY CANVASSING BOARD'S CERTIFICATION OF THE RESULTS OF THE CITY OF NORTH BAY VILLAGE SPECIAL ELECTION OF JANUARY 29, 2008 AND DECLARING THE RESULTS THEREOF; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR JOSEPH S. GELLER)

WHEREAS, by City of North Bay Village Resolutions Nos. 2007-53 and 2007-54, Miami-Dade County Election Officials were authorized to conduct a Special Election of the City of North Bay Village on January 29, 2008; and

WHEREAS, on January 29, 2008, Miami-Dade County Elections Department conducted the City of North Bay Village Special Election; and

WHEREAS, the Certifications of the results of the City of North Bay Village Special Election as submitted by Miami-Dade County Canvassing Board, said certifications dated February 1, 2008 and are made a part of this Resolution; and

WHEREAS, said Certifications reflect the results of the ballot question as set forth below.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, that said Certification is hereby adopted, which reflect the following results upon the following questions:

PROPOSITION I:

**BISCAYNE BAY CLEAN WATER, PARKS, AND RECREATION
BOND REFERENDUM**

To preserve the water quality of Biscayne Bay, protect open space from development and create and improve parks and recreational opportunities, shall the City of North Bay Village be authorized to issue a maximum \$9,400,000 in general obligation bonds, such bonds bearing interest not exceeding maximum legal rate, maturing no later than 30 years, and being payable from *ad valorem* taxes levied on all taxable property in the City, with citizen oversight?

For Bonds 516 votes

Against Bonds 305 votes

PROPOSITION II:

**PUBLIC SAFETY AND CITY HALL COMPLEX BOND
REFERENDUM**

Shall the City of North Bay Village be authorized to issue a maximum \$7,900,000 in general obligation bonds to construct a Public Safety/City Hall Complex with Miami-Dade Fire Rescue, whereby Miami-Dade County will pay the Fire Rescue Station portion, such bonds bearing interest not exceeding maximum legal rate, maturing no later than 30 years, and being payable from *ad valorem* taxes levied on all taxable property in the City, with citizen oversight?

For Bonds 506 votes

Against Bonds 308 votes

PROPOSITION III:

**ACQUISITION OF LAND FOR PUBLIC SAFETY AND CITY HALL
COMPLEX REFERENDUM**

To minimize expenses associated with capital improvements and construction of the Public Safety/City Hall complex, shall the City of North Bay Village be authorized to exchange 2,854.78 square feet of City-owned land abutting the northern property line of 1345 N.E. 79th Street (Kennedy Causeway), in exchange for 2,746.29 square feet located on the southeast corner of 1345 N.E. 79th Street (Kennedy Causeway), owned by North Bay Village, FAA LLC?

For Referendum 543 votes

Against Referendum 265 votes

PROPOSITION IV:

**LANDSCAPING AND AESTHETIC IMPROVEMENTS TO JOHN F.
KENNEDY CAUSEWAY IN NORTH BAY VILLAGE BOND
REFERENDUM**

Shall the City of North Bay Village be authorized to issue a maximum \$2,000,000 in general obligation bonds to beautify the John F. Kennedy Causeway in North Bay Village, by constructing entrance features and upgrading medians, landscaping, irrigation, crosswalks, sidewalks and lighting, such bonds bearing interest not exceeding maximum legal rate, maturing no later than 30 years, and being payable from *ad valorem taxes* levied on all taxable property in the City, with citizen oversight?

For Bonds 489 votes

Against Bonds 335 votes

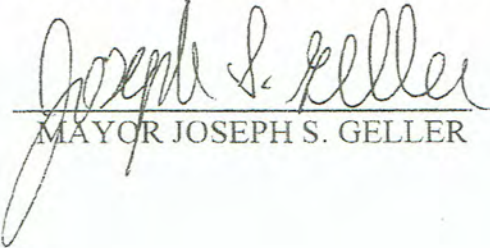
Section 1. Effective Date. That this Resolution shall take effect immediately upon approval.

The motion to adopt the foregoing Resolution was offered by Vice Mayor George A. Kane, seconded by Commissioner Oscar Alfonso.

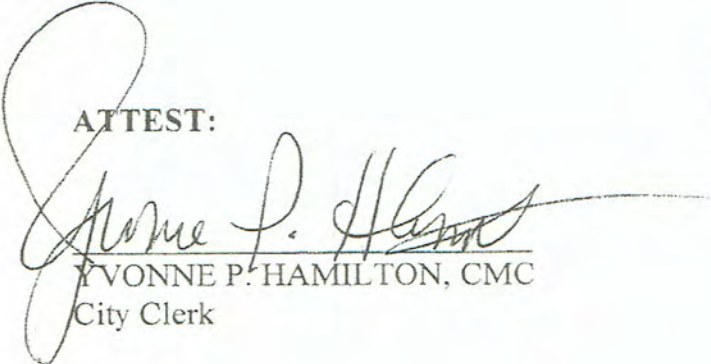
FINAL VOTE AT ADOPTION:

Mayor Joseph S. Geller	<u>Yes</u>
Vice Mayor George A. Kane	<u>Yes</u>
Commissioner Oscar Alfonso	<u>Yes</u>
Commissioner Reinaldo Trujillo	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

PASSED and ADOPTED this 4th day of February, 2008.


MAYOR JOSEPH S. GELLER

ATTEST:


YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:


ROBERT L. SWITKES
City Attorney



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL
33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

8D

NORTH BAY VILLAGE **RECOMMENDATION MEMORANDUM**

DATE: April 25, 2017

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Jose Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY MANAGER: Frank Rollason, Village Manager

SUBJECT: State Revolving Loan Program - Assurances

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution, which provides assurances that the Village will raise the utility rates necessary to meet the debt service on the loans for projects DW 13040 Water Main Rehabilitation and DW 13042 Water Meters Replacements.

BACKGROUND:

The Village has been working on the loan agreements with the staff of the Florida Department of Environmental Protection (FDEP) to secure funding for the remaining two (2) projects, which will complete the rehabilitation of our utility system. The Department has approved the projects and has allocated the related funds. When we sent the application to them, we had to include the FY 2015 financial information. The Village was having several major emergency repairs to the sewer lines, manholes and the sewer pumps. The financials for that year was not a good picture of the Utility System. The financial condition of the Utility System was improved with the Commission approval of water and sewer rate increases on July 14, 2015 under Ordinances 2015-09 and 2015-10.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

The rate increases were billed in September 2015 for the August consumption. The rate increase did not help the net position of the water and sewer funds for the FY 2015 financial statements as it was in place for only one month. These were the financial statements that FDEP reviewed and they did not feel that the Village had sufficient revenues to repay the 2 new loans. They originally requested that we raise the water and sewer rate now to generate the funds for the debt service on the 2 new loans. We do not feel that we should raise the rate now for the debt service that will not be due for 12 to 24 months from now.

We explained this timing factor to them as well as the fact that we do not know the cost of the 2 projects. We have provided them with the projected FY 2016 financial statements for the water and sewer system. We are sending them a copy of the final FY 2016 Financial Statements that we received on March 23, 2016.

They have agreed that if the Commission will pass a resolution stating the Village will raise the water rates necessary to meet the debt service on these 2 loans then they will approve our applications.

CURRENT:

The Village on March 14, 2017 awarded the contract for the Water Main Rehabilitation Project DW 13040 and the Water Meter Replacement Project, DW 13042, is scheduled for April 25, 2017 Commission action. We have notified the FDEP staff that the loan documents have not been approved by their staff and they have agreed that we can still move forward with the bid awards as the funds are allocated to the 2 Village projects. The loan agreements just have to be finished and this rate increase commitment in the last document that they need before they can finalize the loan agreements. If the resolution is passed at the April 25 Commission meeting we may be able to have the loan agreements from the FDEP for the May 9th Commission meeting or the June 13 meeting at the latest.

FINANCIAL:

The Village staff is proposing that the rate increases be developed for Commission action in the time period of April 2018 to September 2018. The projected rate increases will be developed when the projects are nearing completion and the projected final costs are known. The development of the estimated increases that will be needed will be a part of the Financial Advisors (FA) review and report. The FA's report is projected to be before the Commission in September 2017.

PERSONNEL:

None



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: March 20, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PLEDGING TO INCREASE THE UTILITY RATES NECESSARY TO FUND THE DEBT SERVICES ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) LOANS FOR THE WATER MAIN REHABILITATION PROJECT AND THE WATER METER REPLACEMENT PROJECT; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PLEDGING TO INCREASE THE UTILITY RATES NECESSARY TO FUND THE DEBT SERVICES ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) LOANS FOR THE WATER MAIN REHABILITATION PROJECT AND THE WATER METER REPLACEMENT PROJECT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, The Florida State Department of Environmental Protection (FDEP) has a mission to protect the waters of the State of Florida and the waters of Biscayne Bay, and:

WHEREAS, The FDEP has a State Revolving Loan Program to assist municipalities with meeting these goals; and

WHEREAS, North Bay Village has applied for funding for the Water Main Rehabilitation Project (DW13040) and the Water Meter Replacement Program, (DW 13042) and;

WHEREAS, North Bay Village did not have sufficient Net Position in the Fiscal Year 2015 financial statements to cover the debt services on these two new loans; and

WHEREAS, the Commission of North Bay Village, Florida, is committed to improving and protecting the waters of South Florida and Biscayne Bay; and

WHEREAS, North Bay Village is unable to fund these projects without assistance from FDEP, and;

WHEREAS, the Commission of North Bay Village, Florida hereby commit to increase the utility rates to meet the necessary debt services for the Water Meter Replacement Program and the Water Main Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. The Village Commission hereby commits to increasing the utility rates necessary to meet the debt services for the Water Meter Replacement Program and the Water Main

Rehabilitation Project.

Section 3. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED AND ADOPTED this 25th day of April 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Commission's Pledge to increase utility rates to fund debt service for Water Meter Replacement Program and Water Main Rehabilitation Program project.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH FRANCO GOVERNMENT RELATIONS, INC. FOR FEDERAL LOBBYING CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village has determined that it is in the best interest of the community to retain a federal lobbyist to pursue funding and legislative issues in Washington, D.C. on behalf of North Bay Village; and

WHEREAS, Omar Franco and his firm, Franco Government Relations, Inc., has successfully performed lobbying services for North Bay Village and has agreed to continue to provide such services; and

WHEREAS, the Village Commission wishes to enter into a renewal contract with Franco Government Relations, Inc. for the continuance of lobbying services.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted.

Section 2. Direction to the Village Manager. The Village Manager is hereby authorized to enter into an Agreement with Franco Government Relations, Inc. for federal lobbying services in accordance with the agreement attached hereto as "Exhibit 1".

Section 3. Funding. The Village Manager is hereby authorized to expend budgeted funds for this purpose.

Section 4. Effective Date.

This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas N. Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED and ADOPTED this 25th day of April 2017.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Federal Lobbying Contract Renewal with Franco Government Relations, Inc.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 12, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH FRANCO GOVERNMENT RELATIONS, INC. FOR FEDERAL LOBBYING CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

FRANCO GOVERNMENT RELATIONS, INC CONSULTING AGREEMENT

By this agreement entered into this _____ day of _____ 2017, between Franco Government Relations, Inc. (hereinafter designated as "Consultant") and North Bay Village, the services of the Consultant are retained by North Bay Village pursuant to the following terms and conditions:

1. Scope of Engagement

The Consultant will represent the interests of North Bay Village on their appropriations request for funding and grants before the legislative branch of the federal government.

2. Terms

This Agreement will have a term commencing _____ and terminating _____. However, the parties may agree to an extension of the contract on such terms and conditions as are mutually agreeable. Either party may terminate the Agreement for without cause upon not less than thirty (30) days notice to the other party.

3. Fees

In consideration of the foregoing services, North Bay Village agrees to pay the Consultant \$2,500 per month from _____ to _____. The first installment will be due _____ and subsequent payments at the beginning of each successive month, billings to be provided by the Consultant.

Any Expenses incurred by the Consultant in the representation of North Bay Village will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by North Bay Village.

4. Notices

Any notices under this Agreement are to be delivered in writing to the parties at their respective addresses listed below.

In witness whereof, the parties have executed this Agreement.

Omar Franco
Franco Government Relations, Inc.
10915 Blue Roan Road
Oakton, VA 22124

Frank K. Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Suite #300
North Bay Village, FL 33141

Signature_____

Signature_____

Date_____

Date_____

Approved as to Form and Legal Sufficiency:

Attest:

Robert L. Switkes & Associates, P.A.
Village Attorney

Yvonne P. Hamilton, CMC
Village Clerk

RESOLUTION NO. 2010-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ASSIGNING A CONTRACT FOR FEDERAL LOBBYING CONSULTING SERVICES FROM PETRIZZO STRATEGIC GROUP TO FRANCO GOVERNMENT RELATIONS, INC.; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)

WHEREAS, lobbyist resources are necessary to secure federal funding for the City of North Bay Village; and

WHEREAS, the City has utilized the services of Petrizzo Strategic Group to provide federal lobbying services; and

WHEREAS, Omar Franco, representative of Petrizzo Strategic Group, has been the primary lobbyist for the City's account with the firm; and

WHEREAS, Omar Franco has formed his own lobbying firm, Franco Government Relations; and

WHEREAS, Petrizzo Strategic Group has consented to assign the contract to Franco Government Relations, Inc. so that Omar Franco can continue to represent the City of North Bay Village in its lobbying efforts.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1: The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2: That the existing agreement with Petrizzo Strategic Group is hereby assigned to Franco Government Relations, Inc. for the duration of the contract term.

Section 3: Effective Date. That this Resolution shall take effect immediately upon approval.

The motion to adopt the foregoing Resolution was offered by Mayor Oscar Alfonso, seconded by Commissioner Reinaldo Trujillo.

FINAL VOTE AT ADOPTION:

Mayor Oscar Alfonso	<u>Yes</u>
Vice Mayor George A. Kane	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Reinaldo Trujillo	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

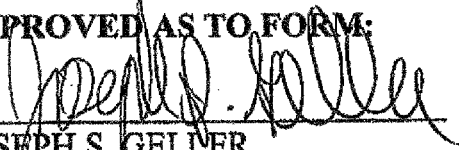
PASSED and ADOPTED this 8th day of June, 2010.


MAYOR OSCAR ALFONSO

ATTEST:


YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:


JOSEPH S. GELLER
City Attorney

City of North Bay Village Resolution: Assignment of Contract from Petrizzo Strategic Group to Franco Government Relations, Inc.

PETRIZZO STRATEGIC
★ GROUP ★

May 26, 2010

DELIVERY METHOD BY EMAIL AND OVERNIGHT EXPRESS

Re: North Bay Village Contract with Petrizzo Strategic Group
Omar Franco

Mr. George Kane
North Bay Village
1666 Kennedy Causeway
Suite 700
North Bay Village, FL 33141-4190

Dear George:

I am writing to inform you that, at the close of business on May 28, 2010, after more than 3 years with Petrizzo Strategic Group, and with Petrizzo Strategic's full support, Omar Franco will be leaving the firm to form his own lobbying firm, and his contact information is below.

During his tenure with Petrizzo Strategic, Omar has been the primary professional servicing your account. While I appreciate your confidence in Petrizzo Strategic, and it is and has been a great pleasure working with you, Petrizzo Strategic desires to assign the Contract with you to Omar so that Omar can continue to work with you.

As you are aware, Petrizzo Strategic may assign the Contract upon your prior written consent.

If you do not have a reasonable objection to Petrizzo Strategic's assignment, I would appreciate if you would countersign this letter where indicated below to evidence your consent to the assignment of the Contract to Omar. We have enclosed an extra original of this letter for your file. We would appreciate your prompt return (by electronic delivery and Federal Express) of one signed original to me.

If you have concerns or do object to Petrizzo Strategic's assignment, please contact me directly to discuss the possibility of Petrizzo Strategic subcontracting services under the Contract to Omar.

601 13th Street, N.W.
Suite 430 North
Washington, D.C. 20005
202.347.8787 ★ 202.347.9599 Fax ★ www.petrizzostrategic.com
Orlando ★ Washington, D.C. ★ Seattle

PETRIZZO STRATEGIC

I extend my best personal wishes, and I hope you will join me in wishing, all possible success to Omar. If you have any comments or questions regarding this transition, please contact me.

Best regards,



T.J. Petrizzo

cc: Omar Franco
President, Franco Government Relations, Inc.
10915 Blue Roan Road
Oakton, VA 22124
703-877-2263 office 202-731-3401 cell

CONSENTED TO CE/M, 2010:

North Bay Village

By: Jorge Forte

Name: Jorge Forte

Title: City Manager

601 14th Street, N.W.
Suite 430 North
Washington, D.C. 20005

202.347.8767 * 202.347.8599 Fax * www.petrizzostrategic.com

Orlando * Washington, D.C. * Seattle

2009-197

PETRIZZO STRATEGIC ★ GROUP ★

CONSULTING AGREEMENT

By this agreement entered into this 1st day of January 2009, between Petrizzo Strategic Group, Inc. (hereinafter designated as "Consultant") and the City of North Bay Village, the services of the Consultant are retained by the City of North Bay Village pursuant to the following terms and conditions:

1. Scope of Engagement

The Consultant will represent the interests of the City of North Bay Village on their appropriations request for funding and grants before the legislative branch of the federal government.

2. Terms

This Agreement will have a term commencing January 1, 2009 and terminating December 31, 2009. However, the parties may agree to an extension of the contract on such terms and conditions as are mutually agreeable. Either party may terminate the Agreement for reasonable cause upon not less than thirty (30) days notice to the other party.

3. Fees

In consideration of the foregoing services, the City of North Bay Village agrees to pay the Consultant \$2,500 per month from January 1, 2009 to December 31, 2009. The first installment will be from January 1, 2009 and subsequent payments at the beginning of each successive month, billings to be provided by the Consultant.

Any Expenses incurred by the Consultant in the representation of the City of North Bay Village will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the City of North Bay Village.

4. Notices

Any notices under this Agreement are to be delivered in writing to the parties at their respective addresses listed below.

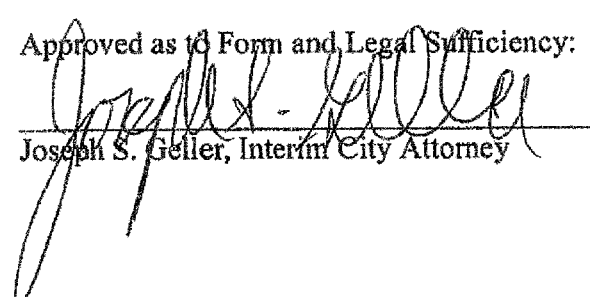
In witness whereof, the parties have executed this Agreement.

T.J. Petrizzo
Petrizzo Strategic Group, Inc.
601 13TH Street, N.W.
Suite 430 North
Washington, D.C. 20005

Signature 

Date 4-15-09

Approved as to Form and Legal Sufficiency:


Joseph S. Geller, Interim City Attorney

Matthew Schwartz
City of North Bay Village
1666 Kennedy Causeway
Suite 700
North Bay Village, FL 33141

Signature 

Date 3/23/09

Attest:


City Clerk

PETRIZZO STRATEGIC
★ GROUP ★

December 9, 2008

Jorge Forte
City Manager, City of North Bay Village
1666 Kennedy Causeway
Suite 700
North Bay Village, FL 33141

Dear Mr. Forte:

Since the Petrizzo Strategic Group (PSG) is currently pursuing a multi-year effort to secure federal funding for the City of North Bay Village, pursuant to our consulting agreement, commencing January 1st, 2009 PSG agrees to extend the contract on such terms and conditions as are mutually agreeable. In consideration of the foregoing services, the City of North Bay Village agrees to pay PSG \$2,500 per month at the beginning of each successive month, billings to be provided by PSG.

As before, any expenses incurred by PSG in the representation of the City of North Bay Village will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the City of North Bay Village.

Thank you for your consideration.

Sincerely,



T.J. Petrizzo
CEO and President

601 13th Street, N.W.
Suite 430 North
Washington, D.C. 20005

202.347.8787 ★ 202.347.9599 Fax ★ www.petrizzostrategic.com
Orlando ★ Washington, D.C. ★ Seattle

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH GOMEZ BARKER ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village submits annual requests for funding assistance to the Governor and Legislature for key infrastructure projects and actively promotes these projects; and

WHEREAS, the Village requires the services of a professional lobbyist to represent its interests at the State and local levels and to provide professional services to the Village Manager and the Village Commission regarding lobbying efforts; and

WHEREAS, Fausto Gomez and his firm, Barker Gomez Associates, Inc., has successfully performed lobbying services for North Bay Village at the State and local levels, and has agreed to continue to provide such services; and

WHEREAS, the Village Commission wishes to enter into a renewal contract with Fausto Gomez Associates, Inc. to continue to provide professional consulting and lobbying services.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted.

Section 2. Direction to the Village Manager. The Village Manager is hereby authorized to enter into an Agreement with Gomez Barker Associates, Inc. for professional legislative consulting and lobbying services at the State and local levels, in accordance with the agreement attached hereto as "Exhibit 1".

Section 3. Funding. The Village Manager is hereby authorized to expend budgeted funds for this purpose.

Section 4. Effective Date.

This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas N. Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED and ADOPTED this 25th day of April 2017.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Gomez Barker Associates, Inc.-State and local lobbying services.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 12, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH GOMEZ BARKER ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:ypb

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

**AGREEMENT FOR PROFESSIONAL SERVICES
GOMEZ BARKER ASSOCIATES, INC.**

Agreement is made this _____ day of _____, 2017 between North Bay Village (hereinafter referred to as the "Village" or "North Bay Village") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

WHEREAS, North Bay Village desires that Gomez Barker make available its services as specified in this document, in support of its government relations and public affairs efforts; and

WHEREAS, Gomez Barker has special professional qualifications in said services and is willing and able to provide same under the terms and conditions set forth in this document;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The period of this agreement shall be from _____, 2017 until September 30, 2019. The parties may renew this Agreement for up to three one-year terms upon written agreement by both parties.
2. For the performance of the services described in the attached Schedule A (Scope of Work), North Bay Village shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).
3. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Gomez Barker must perform the services based, in part, on information provided by North Bay Village and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement and shall not be divulged to a third-party.
4. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of North Bay Village.
5. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.

6. North Bay Village may terminate this Agreement for cause. A termination for cause may occur due to: 1) Gomez Barker's willful misconduct or gross negligence; or 2) Gomez Barker's conscious disregard of its obligations hereunder or of any other duties reasonably assigned by North Bay Village.
7. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
8. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
9. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written

For North Bay Village:

By: _____
Signature

Frank K. Rollason

Village Manager

Attest: _____
Yvonne P. Hamilton, CMC
Village Clerk

Date: _____

For: Gomez Barker Associates, Inc.

By: _____
Signature

Printed Name

Title

Date: _____

**Approved as to Form and Legal
Sufficiency:**

Robert L. Switkes & Associates, P.A.
Village Attorney

SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state and local policy objectives of North Bay Village, Gomez Barker will undertake the tasks outlined below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of North Bay Village at both the state and local levels.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial for helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” North Bay Village’s legislative plan in order to learn how decision-makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of North Bay Village should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above or through information developed for its Miami-Dade efforts. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.

3. **Presentation** - Gomez Barker will present the legislative program of North Bay Village to the appropriate committees in both the House and Senate as well as meet individually with key legislators. Identical efforts will be undertaken at the local level. The firm will testify and articulate the Village's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
4. **Involvement and Coordination** – North Bay Village officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session or County Hall as appropriate. These communications and meetings will be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.
5. **Collateral Support** - Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for North Bay Village. Gomez Barker will also review the legislative goals of these other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on North Bay Village's interests.
6. **Lobbying and Monitoring** - Gomez Barker will provide year-round, full-time, lobbying and representation at the legislative and executive agency level as well as before Miami-Dade County. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occurs.
7. **Reporting** – Focused and accurate communication with the Village Manager about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote North Bay Village's agenda to legislators, legislative staff, and executive officials as well as County Commissioners and the Manager and his staff so that a full understanding of the Village will facilitate legislative requests.

SCHEDULE B

This sets forth the compensation payable by North Bay Village to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$40,000 per annum. This shall be paid on the basis of a monthly retainer of \$3,333.33 the first payment due on 2019 and continuing on the 1st day of each month until October 1st, 2022, inclusive.
2. North Bay Village agrees to reimburse Gomez Barker for any reasonable and appropriate expense associated with performing the services described in Schedule A up to a level of \$5,000 per year. This may include travel, lodging, and meals. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.
3. "Out-of-pocket" expenses will be reimbursed up to an amount of \$3,000 per year. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.

Frank Rollason

From: Frank Rollason
Sent: Saturday, April 15, 2017 5:50 AM
To: Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com)
Cc: Robert Switkes; David Acosta; 'fgomez@gomezbarker.com'
Subject: FW: Lobbying Contract

Importance: High

Bob, I assume your shop will put in final format and provide to Yvonne early on Monday so she can make her print deadline?

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

From: Robert L. Switkes [<mailto:RSwitkes@SwitkesLaw.com>]
Sent: Friday, April 14, 2017 11:06 PM
To: Frank Rollason
Subject: Re: Lobbying Contract

Frank
The new agreement is acceptable

Sent from my iPhone

On Apr 14, 2017, at 9:30 PM, Frank Rollason <FRollason@nbvillage.com> wrote:

Bob/David, Fausto agreed to a two year term with termination for cause and for three more one year extensions upon written agreement by both parties with termination clause for cause and he has offered the below definition of "cause." What do you think, Frank?

Sent from my iPhone

Begin forwarded message:

From: Fausto Gomez <fgomez@gomezbarker.com>
Date: April 14, 2017 at 7:36:32 PM EDT
To: Frank Rollason <FRollason@nbvillage.com>
Subject: RE: Lobbying Contract

Frank. This may work. Let me know.

3. _____ may terminate this Agreement for cause. A termination for cause may occur due to: 1) Gomez Barker's willful misconduct or gross negligence; or 2) Gomez Barker's conscious disregard of its obligations hereunder or of any other duties reasonably assigned by _____. Such termination shall not be effective if that cause has been remedied within fourteen (14) business days after Gomez Barker receives written notice.

From: Frank Rollason [<mailto:FRollason@nbvillage.com>]
Sent: Friday, April 14, 2017 6:29 PM
To: Fausto Gomez
Subject: Lobbying Contract
Importance: High

Fausto, call me on my cell when you have a moment to discuss contract, Frank.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

Do your part in keeping our planet "Green", minimize paper usage. Thank you! -
North Bay Village.

North Bay Village is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

NOTICE: This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone (305-534-4757) or by electronic mail (Mail@SwitkesLaw.com), and delete this message and all copies and backups thereof. Thank you.

AGREEMENT FOR PROFESSIONAL SERVICES

Agreement is made this 15th day of March, 2005 between The City of North Bay Village (hereinafter referred to as the "City" or "North Bay Village") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

WHEREAS, North Bay Village desires that Gomez Barker make available its services as specified in this document, in support of its government relations and public affairs efforts; and

WHEREAS, Gomez Barker has special professional qualifications in said services and is willing and able to provide same under the terms and conditions set forth in this document;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The period of this agreement shall be from March 15th, 2005 until September 30, 2007, inclusive. This Agreement will renew for additional year(s) on the anniversary date upon the consent of both parties.
2. For the performance of the services described in the attached Schedule A (Scope of Work), North Bay Village shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).
3. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Gomez Barker must perform the services based, in part, on information provided by North Bay Village and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement and shall not be divulged to a third-party.
4. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of North Bay Village.
5. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.

6. North Bay Village may terminate this Agreement for cause. A termination for cause may occur due to: 1) Gomez Barker's willful misconduct or gross negligence; or 2) Gomez Barker's conscious disregard of its obligations hereunder or of any other duties reasonably assigned by the City Manager of the City of North Bay Village.
7. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
8. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
9. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written

For City of North Bay Village:

By: [Signature]
Signature

City Manager
Title

Attest: [Signature]

Date: 3/15/2005

Charity Good
Printed Name

Yvonne P. Hamilton

For: Gomez Barker Associates, Inc

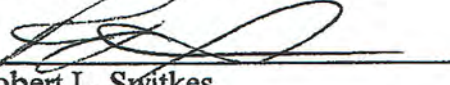
By: 
Signature

FAUSTO B GOMBZ
Printed Name

President
Title

Date: 12/05/05

Approved as to Form:


Robert L. Switkes
City Attorney

SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state and local policy objectives of North Bay Village, Gomez Barker will undertake the tasks outlined below:

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3. **Presentation** - Gomez Barker will present the legislative program of North Bay Village to the appropriate committees in both the House and Senate as well as meet individually with key legislators. Identical efforts will be undertaken at the local level. The firm will testify and articulate the City's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
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7. **Reporting** - Focused and accurate communication with the City Manager of North Bay Village about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** - Gomez Barker will promote North Bay Village's agenda to legislators, legislative staff, and executive officials as well as County Commissioners and the Manager and his staff so that a full understanding of the City will facilitate legislative requests.

SCHEDULE B

This sets forth the compensation payable by North Bay Village to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$40,000 per annum. This shall be paid on the basis of a monthly retainer of \$3,333.33 the first payment due on April 1st, 2005 and continuing on the 1st day of each month until October 1st, 2007, inclusive.
2. North Bay Village agrees to reimburse Gomez Barker for any reasonable and appropriate expense associated with performing the services described in Schedule A up to a level of \$5,000 per year. This may include travel, lodging, and meals. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.
3. "Out-of-pocket" expenses will be reimbursed up to an amount of \$3,000 per year. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.

Authorization to Represent the Principal before the Florida Legislature

At the time of registration, a lobbyist must submit this completed form authorizing the lobbyist to represent the principal.

Type or print clearly the principal represented and the lobbyist's name as they are shown on the registration form. Also provide the North American Industry Classification System (NAICS) 6 digit numerical code that most accurately describes the principal's main business. This designation by the principal is a mandatory requirement before a lobbyist can register for that principal. A principal may obtain its 6 digit code from the website of the US Census Bureau at the following URL: <http://www.census.gov/epcd/www/naics.html>

This authorization to represent the principal before the Legislature will be carried forward each calendar year if the Renewal Form submitted by this lobbyist indicates "Yes" to renew the principal for the next year. The authorization is carried forward until the principal is canceled by either the lobbyist or the principal. Cancellation of a lobbyist's registration by the principal must be provided by written notice from the principal to the Lobbyist Registration Office. Cancellation of a registration by the lobbyist must be done on a Lobbyist's Cancellation form furnished by the office (also available on the legislative web site at www.leg.state.fl.us/lobbyist).

City of North Bay Village

(Name of Principal Represented)

hereby authorizes

Evan J. Power

(Lobbyist's Name)

to represent the Principal

before the Florida Legislature.

Required NAICS 6 digit numerical code (fill in ALL six boxes):

9 2 1 1 2 0


Signature of Principal or Principal's Representative

Jorge Forte
Print name of Principal or Principal's Representative

CITY MANAGER
Title of Principal or Principal's Representative

3/7/07
Date

ATTACH AUTHORIZATION TO THE LOBBYIST'S REGISTRATION FORM



Staff Report Special Use Exception

Prepared for: North Bay Village Commission
Applicant: Carlos Megias
Site Address: 1819 Kennedy Causeway
*Request: Special Use Exception for
Boat Tour*



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

General Information

Owner	Carlos Megias
Owner Address	4731 Alhambra Circle Coral Gables, FL 33146
Site Address	1819 Kennedy Causeway
Contact Person	Carlos Megias
Contact Phone Number	305-979-9900
Contact E-mail Address	cmegias@miamispeedboatadventures.com

	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning District	CL (Limited Commercial)	CL (Limited Commercial)
Use of Property	Hotel	Hotel with Boat Tours
Acreage	1.14 acres	1.14 acres

Legal Description of Subject Property

9 53 42 E135FT OF W2110FT OF TREA IS LYING N OF 79 ST CSEWY PER DB 3879-72

Request

The applicant is requesting a special use exception pursuant to Section 152.098 of the North Bay Village Code of Ordinances to operate a speed boat tour from the existing docks at 1819 Kennedy Causeway.

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Biscayne Bay
East	Future Land Use	Commercial
	Zoning District	Commercial Limited
	Existing Land Use	Condominium
South	Future Land Use	Commercial
	Zoning District	Commercial General
	Existing Land Use	Condominiums and Vacant
West	Future Land Use	Commercial
	Zoning District	Commercial Limited
	Existing Land Use	Restaurant (Shuckers)

General Description

The Applicant is proposing to operate a tour boat business from an existing dock (the easternmost dock) at the Best Western Hotel. Customers would be issued their own 11-foot vessel to drive, following a guide boat on a predetermined route. The applicant has stated that operations would begin with 6 vessels but the lease allows for a maximum of 10 vessels as well as paddleboards. The applicant has stated that all maintenance, repair, and fueling of the vessels will be conducted off site. Please see the Applicant's letter attached below which more specifically describes the business operations. Also, see the proposed boating route and dock lease attached below.

Staff's main concern with the applicant's proposal is related parking. The Village Code requires one parking space per boat slip as well as parking for the employees. The existing hotel parking lot cannot sufficiently accommodate this additional use at the site. However, the Hotel and Shucker's have contracted with the neighboring vacant property to the West (1755 Kennedy Causeway) for use of that site for their parking needs.

Additionally, in order to operate that vacant lot as a commercial parking lot, the owner of 1755 Kennedy Causeway has also been granted a special use exception. When that special use exception was recently renewed by the Village Commission, the approval was contingent upon several things, such as the owner's ability to maintain the seawall, which has been deteriorating. Recent permit approvals have been granted to the 1755 Kennedy Causeway owners to prevent further deterioration of the seawall.

Consistency with Comprehensive Plan

The request for a special use exception to operate speed boat tours is consistent with the Future Land Use Policy 2.1.1a of the Village's Comprehensive Plan, which provides for a broad range of commercial uses.

Consistency with Land Development Code (LDC)

This proposed use is not a permitted use in the Commercial Limited zoning district. Though, Section 152.098 provides for the Village Commission to approve, conditionally approve, or disapprove special use exception applications. The proposed use is a commercial recreational use, as listed in Subsection (B)(9)3.

152.098 - Use exceptions

- (A) *In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, special use exceptions are permitted by these regulations.*

(B) *The City Commission may permit the following buildings and uses as special exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.*

(1) *Day nursery.*

(2) *Religious institution.*

(3) *Private or commercially operated swimming pools or tennis courts, when not a permitted accessory use, and commercial recreational facilities.*

(4) *Exposition center, civic center, art gallery.*

(5) *Golf course, marina.*

(6) *Public buildings and facilities.*

(7) *Public utilities or public service uses, and appurtenances thereto.*

(8) *Structural alterations to special uses, after these uses are approved by the City Commission.*

(9) *Other special uses as may be enumerated in specific zoning districts.*

(10) *Reserved.*

Potential Impacts Upon Adjacent Properties

North Bay Village Land Development Code Section 152.098(B) (above) requires a finding that a special exception use will not substantially affect adversely the uses allowed on adjacent properties. According to the documents provided by the applicant, vessels will be operated at low speeds near shore, in accordance with the required navigational rules, until reaching a safe distance from Treasure Island. All maintenance, repairs, and refueling will be conducted offsite. The operations should not create excessive noise, or generate any other potential conflicts with nearby uses.

Planning & Zoning Board Discussion and Recommendation

At the March 21, 2017 Planning & Zoning Board meeting, four of the five members were present. All four members voted unanimously to recommend approval of the Applicant's request for a special use exception approval to operate the bout tour. The vote for approval included the conditions of approval recommended by staff below. Those conditions were agreed upon by the applicant prior to the vote.

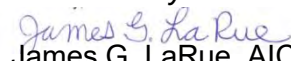
Findings and Recommendations

Staff finds that the request **is** consistent with Sections 152.098 in that this special use exception will not adversely affect the uses permitted in the regulations of adjacent properties.

Staff recommends **approval** of this request to operate a speed boat tour at 1819 Kennedy Causeway with the following conditions:

1. If the special use exception to operate the commercial parking lot at 1755 Kennedy Causeway expires or is revoked for any reason, this special use exception to operate the boat tour at 1819 Kennedy Causeway shall be revoked.
2. If any operations of the boat tour use become a nuisance for neighboring Village residents or business owners, or if the use causes environmental damage to the Bay, the Village Commission may vote to revoke this special use exception approval.
3. Applicant must maintain a BTR for operation of the proposed boat tour operation.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Approval of this special use exception does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. All applicable state and federal permits must be obtained before commencement of operations.

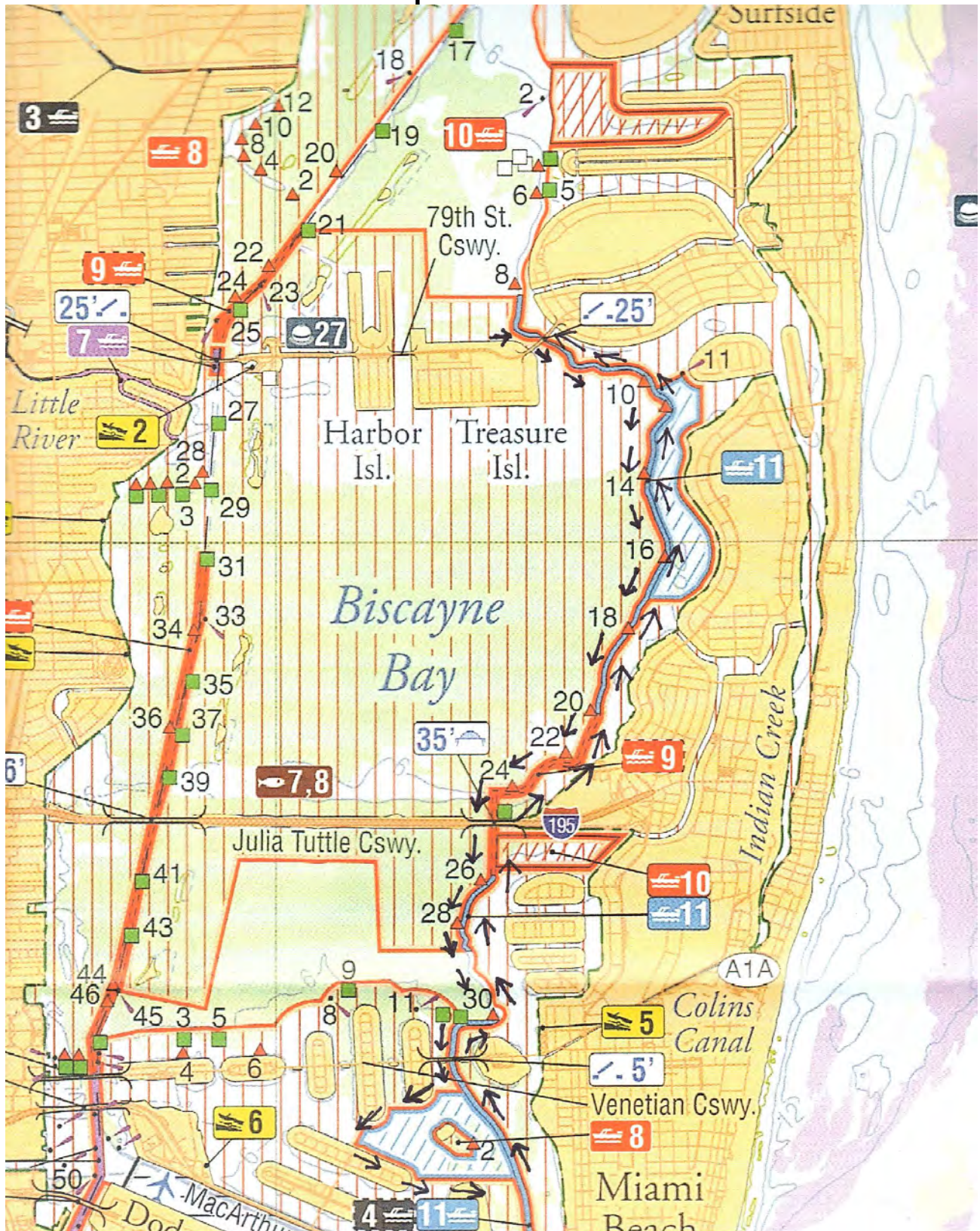
Submitted by:


James G. LaRue, AICP
Planning Consultant

April 11, 2017

Hearing: Village Commission, April 25, 2017

Proposed Route





Speedboat Adventures USA Inc.
1819 79th St Causeway
Miami Beach, Fl. 33141
386 566-1991

Company Operation Overview

Speedboat Adventures USA Inc. is a Florida corporation that provides our customers with fun, exciting, instructional and informational tours of beautiful waterways. Our tours are a safe, informative introduction to boating for novice boaters and fun for experienced boaters. Individual boat rentals will not be allowed, boats will only be operated during supervised group tours.

Customers purchase tour admission through our website or one of our many tourism/marketing partners. Tours depart on scheduled times throughout the day from 9a.m. to 3p.m., Mon.- Sun. Tours will be scheduled at 9, 11, 1 and 3. Including waiver review and signing, tour overview, safe boating operation/instruction and etiquette review, including Speedboat Adventure rules and Florida Fish and Wildlife overview, the guided adventure lasts approximately 2 hours.

Upon arrival, customers are required to provide identification, verifying their age. A map of the designated route will be reviewed. Rules of the water including speed limits, proper passing and safe operations are reviewed. Signage (speed limit, no wake, manatee zone etc.) that will be encountered on the tour will be reviewed and explained. The importance of clean, safe, operation as well as the importance of trash free, environmental responsibility and courtesy to marine life is stressed. Boaters will be presented with what to expect upon starting and throttling their boat. Handling and getting on plane will be explained to prepare the boater for what they will experience. Trained guides, familiar with the local waterways and with boating experience will review the process for following guides at safe distances, safe spacing between other tour guests and hand signals, that will be used by the group. Each boat is equipped with a speaker in order for the tour guide to provide navigation, local history, fun facts and information about local wildlife.

Prior to boarding, each tour participant will be provided with U.S. Coast Guard approved, personal flotation equipment. Required safety equipment will be provided and maintained on each boat. Proper use of emergency shut off safety switch/lanyard will be reviewed and it's use required.

Tours will depart from the Best Western on the Bay Inn and Marina located at 1819 79th St, Miami Beach, Fl. 33141. Tour boats will follow the guide in a straight formation, like baby ducks following their mother. The docks are located on the northeast side of the 79th St. Causeway. It is approximately 150 yards at slow speed, to the eastern most channel of the bay. Tours will enter the channel just north of the 79th St. Bridge and just south of marker #8, according to the Fish and Wildlife Commission, *Biscayne Bay Boating Guide*. From channel entry, heading south to marker #20 is a year round 30 MPH zone. Channel marker #20 to marker #26 is a 30 MPH zone from May 1st. - Nov 14th. It is a slow speed zone from Nov 15th. - April 30th. Just south of channel marker # 28 heading south to marker# #30 is a year round, slow speed zone. The tour will proceed south and circle Star Island, presenting fun facts and points of interest. After circling the island, tours will return north using the same channel, observing the posted speed limits. A dockhand will greet returning customers, helping them to park and secure their boat. (See attached route map).

Speedboat Adventures will be an owner operated and managed business. The safety and comfort of our customers, as well as fun, informative tours are the priority of ownership. Speedboat Adventures has an excellent safety record. In seven years of operation at our two established locations, we have not encountered any accidents, injuries or insurance claims. We carry \$2 million insurance policies at each location. Due to our excellent reputation, safe and responsible operation, we have been awarded additional leases from our marina associates on the west coast. (See accompanying letter of recommendation).

The boats will be fiberglass, hull design 11', equipped with 30 HP, outboard, 4- stroke, low emissions motors. Engine oil capacity is 2 quarts and is a sealed system. Passenger ratings for the boats are 3 persons, up to 375lbs. There will be 6 boats when operations commence.

Authorized Tohatsu Motors dealers will perform required maintenance and repair to the boats and motors. The repair facility will be responsible for disposal of any waste oil produced. Boats will be removed from the water and trailered to repair facilities. Fueling will take place at Pelican Harbor Marina, which is located approximately one mile west of the docking location. Speedboat Adventures will contract with a local marine wash and detail facility to clean boats on a regular schedule. Boats will be removed from the water and trailered to their location.

In the event of severe weather, boats will be removed from the water and stored in a local, warehouse storage facility.

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Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1ST Court
Miami, Florida 33136
Tel 305-372-6575 Fax 305-372-6479

miamidade.gov

August 10, 2016

**RER ANNUAL OPERATING PERMIT RENEWAL
MARINE FACILITIES**

Mr. Chris Grentner (MOP)
THE INN ON THE BAY
1819 79 ST CSWY
NORTH BAY VILLAGE, FL 33141-

Facility: THE INN ON THE BAY @ 1819 79 ST CSWY NORTH BAY VILLAGE, FL 33141-

This is a reminder that your facility's Annual Operating Permit as required by Chapter 24-18 of the Miami-Dade County Code, will expire shortly. The permit fee due as stated on this form is based on the fee schedule approved by the Board of County Commissioners.

Please make your check payable to Miami-Dade County and submit it only with the bottom portion of this form using the enclosed self addressed envelope. If there are changes to the mailing address only, please check the box below and make the changes on the back of this form.

Be advised that failure to renew the Permit by the stated due date shall result at a minimum in the issuance of a Uniform Civil Violation Notice, pursuant to Chapter 8CC, Miami-Dade County Code, requiring compliance with the Code and payment of a civil penalty. In addition, permit fees shall be doubled and departmental administrative enforcement costs of \$100 shall be incurred for each official Notice issued prior to compliance.

If you have any questions on your permit renewal feel free to contact us at 305-372-6575 and reference permit number MOP-00174.

IMPORTANT: If there are any changes in the name of the facility owner, facility name, or location - contact our office at the telephone number listed above and DO NOT submit a payment at this time; operating permits are NOT transferable and will not be issued without additional documentation.

(Tear along perforation and return bottom portion with your payment.)

Account Number 1999-0517-1024-0487	Bill Number 2016-0810-1906-5044	Permit Period 10/01/2016 - 09/30/2017	Due Date 09/30/2016	Total Amount Due \$215.00
Permit Number MOP - 000174	Facility Name THE INN ON THE BAY			

To make changes to the mailing address, check the box below and make the changes on the back of this form. ☐

Please make check payable to: Miami-Dade County

Miami Dade DERM - Permit Renewal
P.O. Box 863532
Orlando, FL 32886-3532

199905171024048772016081019065044400000215002

LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into this 20th day of December, 2016, by and between North Bay Inn, LLC, a Delaware limited liability company ("Licensor"), having an address at 1819 79th Street Causeway, North Bay Village, Florida 33141, Attn: Armando Hernandez, and Miami Speedboat Adventures, LLC, a Florida limited liability company ("Licensee"), having an address at c/o Levine & Partners, P.A., 3350 Mary Street, Miami, Florida 33133 Attn: Alan W. Levine, Esq..

1. **GRANT OF LICENSE:** On the terms and subject to the conditions set forth in this Agreement, Licensor hereby grants to Licensee an exclusive license to use and occupy the entire Easternmost pier (the "Dock Pier") and its dock space (Eastern and Western sides of such pier) of the docks at Inn on the Bay ("Marina") in accordance with this Section 1, commencing on the date of this Agreement ("License Commencement Date"). Licensee shall also have the limited right to the use of, and access to, the common areas of the Marina intended for the general use of Licensee's clients in connection with rental of speed boats, "speedboat tours" and paddleboards and which must be used in connection with the other clients of the Marina; these areas include the docks, walkways, parking area and deck area. Licensee's use of the Dock Pier during the term of this Agreement shall be for the use and mooring of up to 10 speedboats with a minimum of 6 speedboats during the Term (provided that the temporary absence of vessels on account of necessary repairs, maintenance, replacements, emergencies, and the like is permitted and shall not constitute a default by Licensee). Licensor may from time to time change the designation of the Dock Pier to another comparable pier within the Marina that provides comparable space and is sufficient to safely accommodate Licensee's vessels, upon at least ten (10) days written notice to Licensee, provided that Licensor pays any reasonable costs incurred by Licensee to change the location of installations and equipment where Licensee's vessels are moored and provided further that Licensor will not make such change more than two (2) times in any calendar year. The slips that are designated for Licensee's use from time to time during the term of this Agreement, or absent a designation of a specific slip, the slips assigned to Licensee during any stay of the Registered Boat at the Marina are hereinafter, collectively, referred to as the "Licensed Slip."

2. **LICENSE FEE:** Licensee agrees to pay a License Fee equal to Eight Hundred and no/100 (\$800.00) Dollars per Registered Boat (as hereinafter defined) per month (with a minimum usage of 6 speedboats and maximum usage of 10 speedboats). It is acknowledged that in the future Licensee may wish to increase its number of vessels moored at the Marina to a maximum total of twelve (12) vessels. In the event that Licensee wishes to increase the number of vessels moored at the Licensed Slip or Dock Pier to twelve (12) vessels, then the Licensor shall cooperate in good faith to accommodate said additional vessels within the Marina (to the extent such additional dock space is available) and the total License Fee shall be increased accordingly for the prorated period of time that Licensee has such additional vessels moored at the Marina.

3. **TERM OF LICENSE:** This Agreement shall be effective upon execution and delivery hereof by both parties hereto, and the license granted herein shall commence on February 1, 2017 (the "License Commencement Date"). This Agreement and the license granted herein shall expire on December 31, 2019 (the "Term").

4. REGISTERED BOAT:

(a) Licensee may only moor Registered Boats in the Licensed Slip. As used in this Agreement, the term "Registered Boat" means the speedboat or speedboats designated as such from time to time by Licensee as hereinafter provided (collectively, the "Registered Boat"). In order to be a Registered Boat hereunder, a boat must be: (A) legally owned by Licensee or its principles or affiliates; and (B) seaworthy, in the reasonable determination of Licensor.

(b) Licensee shall designate a boat as the Registered Boat hereunder by submitting to Licensor a completed, signed Registered Boat Registration Form developed by Licensor from time to time. Licensee hereby agrees and covenants that the information set forth in each Registered Boat Registration Form submitted to Licensor shall be true and correct. The submission by Licensee of a Registered Boat Registration Form that contains untrue or incorrect information shall constitute a default under this Agreement.

5. **DELIVERIES BY LICENSEE:** Licensee shall, upon demand by Licenser from time to time, deliver to Licenser true, correct and complete copies of all certificates of title, registrations, permits, licenses and similar documents for or pertaining to the Registered Boat, including proof of the insurance required to be maintained by Licensee pursuant to this Agreement. Licensee shall also promptly update and notify Licenser of any changes to or revocations of the same.

6. **NATURE OF LICENSE; USE OF LICENSED SLIP:** Licensee acknowledges and agrees that, except as provided herein, the license granted herein is a personal license, exclusive to Licensee, to use the Dock Pier and Licensed Slip for dockage of the Registered Boats only. Accordingly, except as provided herein, only a Registered Boat will be permitted to dock at the Licensed Slip. Licensee shall utilize the Licensed Slip in connection with the operation of Licensee's business of providing speedboat rentals, tours and water sports equipment rentals (i.e. paddleboards, etc.) to the general public, including Licenser's hotel guests. Licensee's use of the Licensed Slip and Dock Pier shall be exclusive, to the exclusion of all other parties, and Licensee may place signage which designates the Licensed Slip and Dock Pier as being reserved for Licensee's exclusive use. In the event any unauthorized party utilizes or enters upon the Licensed Slip or Dock Pier, Licenser shall cooperate with Licensee at no cost to Licenser to cause such persons and their vessels to be immediately removed therefrom. The license granted herein is not a grant of a leasehold, equity or ownership interest in Licenser or the marina slips, docks, piers, pilings and related facilities at the Marina (collectively, the "Marina Facilities") or submerged lands below the Marina Facilities. Licensee shall not use or permit the use of the Licensed Slip or any part thereof for any unlawful purpose and shall not do or permit any act or thing which would materially impair the value or usefulness of the Licensed Slip or of the Marina Facilities or which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or otherwise cause damage to the Marina Facilities or other users of the Marina Facilities, or which would invalidate any policies of insurance, or increase the premiums thereof, now or hereafter written on the Marina Facilities. In the event Licensee uses the Licensed Slip for any purpose not expressly permitted herein, Licensee shall be in default hereunder and Licenser may terminate this Agreement in accordance with the default and termination provisions of this Agreement, in which event Licensee shall remove the Registered Boats in accordance with the provisions of Section 17 hereof. Licensee agrees and covenants to comply with all applicable laws governing the use and/or operation of the Registered Boat and the Licensed Slip, including without limitation laws governing entry of vessels into the United States and all applicable laws and regulations of the State of Florida as well as any other governmental body or regulatory authority having jurisdiction over the Marina and the Marina Facilities (specifically by those of the town of North a Village, Florida) ("Laws"), and the license granted herein shall be subject to such compliance by Licensee. In the event that the Laws prevent Licensee from utilizing the Licensed Slip or Dock Pier and Licensee is not able to secure proper licensure and permitting for its business, Licensee may terminate this Agreement upon written notice sent to Licenser within sixty (60) days of the date of this Agreement with 15,000\$ penalty payable to Licenser. Licensee further agrees and covenants that all times during use of the Licensed Slip, the Registered Boats (and all other boats using the Licensed Slip with the permission of Licensee) shall be maintained in a safe and seaworthy condition and shall be operated in a careful and safe manner, so as not to cause damage to the Marina Facilities or to any other property, vessel or person.

7. **LICENSE FEES; OTHER CHARGES AND EXPENSES:**

(a) All amounts due by Licensee under this Agreement not paid within five (5) business days following the due date therefor shall be subject to a late charge in the amount of five percent (5%) of the amount thereof and shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full.

(b) The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

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8. LIMITATION ON SIZE OF VESSEL; SUITABILITY AND MAINTENANCE OF LICENSED SLIP:

The Licensed Slip will generally be utilized by Licensee to accommodate vessels up to a maximum of length of 14 feet and with a maximum beam of 7 feet. Licensee shall not register or dock, or permit to be registered or docked, a vessel that exceeds this size limitation, in either length or beam. By docking (or attempting to dock) the Registered Boat, or any other boat, at the Licensed Slip, Licensee shall be conclusively deemed to have inspected the Licensed Slip in advance and determined that the Registered Boat (or such other boat) can be safely docked at the Licensed Slip and that the Licensed Slip is otherwise suitable for Licensee's intended uses thereof. It is acknowledged that multiple Registered Boats will be moored at the Dock Pier and that, notwithstanding the above size limitations, from time to time Licensee may moor a larger vessel in its discretion so long as the Dock Pier properly and safely accommodates same and such vessel is a duly Registered Boat. Licenser agrees that it shall be responsible for, and obligated to, maintain the Dock Pier in good repair and condition and in suitable condition for the dockage and use of Licensee's vessels, provided that Licensee shall be responsible to repair all damages caused by the negligence of Licensee or its employees or customers.

9. INTENTIONALLY OMITTED.

10. QUIET ENJOYMENT. So long as Licensee's complies with its obligations hereunder in all material respects, Licensee shall have quiet enjoyment of the Dock Pier for the purposes expressed herein without interference by Licenser or its representatives or agents.

11. INDEMNIFICATION BY LICENSEE: Except the extent of any loss, damage or injury to person or property which arises out of the gross negligence or willful misconduct of Licenser or its employees, representatives or agents (which Licenser shall remain liable for), Licenser shall not have any liability for the care, security or protection of the Registered Boat, and Licensee agrees to indemnify and hold Licenser, the owner of the submerged land under the Marina, any holder of a mortgage on the Marina Facilities, and their affiliates and their officers, directors, members, partners, employees and agents (each, an "Indemnified Party") harmless from and against any loss, damage or claim arising out of Licensee's (or Licensee's family members', crew's, guests', invitees', permittees' agents' and employees') use of the Licensed Slip or the operation or movement of the Registered Boat within the Marina Facilities, regardless of whether the loss, damage or claim results from the negligence of one or more Indemnified Parties (but subject however to the exclusion set forth above relating to gross negligence or willful misconduct attributable to Licenser). The foregoing shall include Licensee's obligation to pay all attorneys fees and court costs actually incurred by Licenser in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. INTENTIONALLY OMITTED.

13. INSURANCE: Commencing on the License Commencement Date, Licensee covenants and agrees to at all times maintain in full force and effect comprehensive bodily injury and property damage liability insurance with a minimum limit of \$5,000,000 per occurrence and Watercraft Liability Coverage (or equivalent protection and indemnity coverage) with a minimum of \$1,000,000.00 and to cause Licenser and other persons/entities reasonably requested by Licenser to be named additional insureds thereunder. Licenser reserves the right to increase the amount of such minimum coverage limit from time to time, provided such increased amounts are commercially reasonable at the time. Such insurance shall cover all property damage, including property damage caused by pollution, as well as bodily injury, personal injury or death arising from or connected with the use of the Marina Facilities, Licensed Slip or Registered Boat, and mooring of the Registered Boat, by Licensee and Licensee's family members, guests, crew, sub-licensees, invitees, employees, agents and permittees. Licensee further agrees, and the applicable insurance policy shall provide, that Licensee's insurance shall at all times be primary and non-contributory and on an occurrence based form, regardless of whether or not Licenser has any collectible insurance, and that Licenser be notified in the event the policy lapses. Licensee shall provide a true, correct and complete copy of the insurance policy(ies) (with all endorsements) maintained by Licensee pursuant hereto evidencing coverage upon request from time to time by Licenser.

14. RULES AND REGULATIONS: Licensee shall, and shall cause its guests and invitees to, comply with the reasonable rules and regulations of the Marina or its vicinity as promulgated and published by Licenser from time to time.

15. **EMERGENCIES AND EXIGENT CIRCUMSTANCES:** In the interest of safety, in the event of an emergency or other exigent circumstances (including without limitation a hurricane threat, adverse weather conditions or other safety or security related situations), as determined by Licensor in its sole discretion reasonably applied, Licensor shall have the right (but not the obligation), and Licensee hereby grants Licensor the right: (a) to board the Registered Boat, and/or to deny the Registered Boat access to the Licensed Slip, and/or to remove the Registered Boat from the Licensed Slip until such time as Licensor determines, in its sole discretion, that it is safe for the Registered Boat to be docked at the Licensed Slip; and/or (b) to require Licensee to remove the Registered Boat, at Licensor's request, until such time as Licensor determines, in its sole discretion reasonably applied, that it is safe for the Registered Boat to be docked at the Licensed Slip. Licensee acknowledges and agrees, however, that if during or prior to any such event Licensor allows the Registered Boat to remain docked at the Licensed Slip, or requests Licensee to remove the Registered Boat but Licensee fails to do so, or Licensor removes the Registered Boat from the Licensed Slip, then neither Licensor nor any Indemnified Party shall have any liability for any damage to the Registered Boat or any injury to any person or otherwise, as provided in Section 10 of this Agreement. The removal by Licensor of the Registered Boat pursuant to this Section 15 shall not be deemed an assumption of responsibility for the safety, security and/or care of the Registered Boat by Licensor, nor shall Licensor be deemed a bailee of the Registered Boat.

16. **SPECIAL EVENTS:** Licensor shall have the right to temporarily deny Licensee access to the Licensed Slip from time to time to accommodate special events such as regattas and boat shows, provided Licensor makes suitable alternative dock space available to Licensee within the Marina for the period during which access to the Licensed Slip is denied for such purpose.

17. **TERMINATION:**

(a) Intentionally deleted.

(b) In addition to the other provisions of this Agreement expressly giving Licensor the right to terminate this Agreement, this Agreement may be terminated by Licensor, upon the occurrence of any of the following events:

(i) The failure of Licensee to fully cure any breach of this Agreement by Licensee (including, without limitation, (i) non-payment of any amount due to Licensor hereunder when due, (ii) any assignment or sublicense of this License in violation hereof, and (iii) non-compliance with any Laws or the Rules and Regulations of the Marina, as in effect and published from time to time), within 14 days after Licensor delivers written notice of such breach to Licensee or the Primary Contact; or

(ii) habitual breach by Licensee of any material provision of this Agreement (regardless of any prior cure(s) thereof); or

(iii) Licensee becomes the subject of any bankruptcy, receivership, reorganization, insolvency or similar case or proceeding commenced by or against Licensee under applicable law, or Licensee is otherwise declared insolvent under applicable law; or

(iv) substantial destruction or damage to the Licensed Slip or the Marina Facilities to such extent as would render the Licensed Slip unusable or adversely affect access to the Licensed Slip, if insurance proceeds paid to Licensor as a result thereof are insufficient to rebuild or repair the Licensed Slip or the Marina Facilities to permit use of the Licensed Slip or access to the Licensed Slip, as determined by Licensor in its sole discretion, or substantial condemnation or taking by eminent domain of the Marina or the Marina Facilities, as determined by Licensor in its sole discretion; or

(c) Any termination of this Agreement by Licensor shall be effected by means of a written notice to Licensee stating the reason(s) for such termination, and shall be effective on the date set forth in such notice.

(d) Licensee shall not be entitled to any refund of any portion of the License Fee paid by Licensor as a result of the termination of this Agreement pursuant to this Section 17. The parties agree that the retention of the License Fee by Licensee in the event of termination of this Agreement shall constitute agreed and liquidated damages, and shall not constitute a penalty.

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25. GENERAL PROVISIONS:

(a) **WAIVER:** The waiver or forbearance by Licensor of the enforcement of any of its rights or remedies under this Agreement shall not constitute a continuing waiver or a waiver of any other right or remedy provided for in this Agreement.

(b) **NOTICES:** All notices shall be in writing and shall be sent by personal delivery, overnight courier or certified mail to the address of the applicable party set forth in the first paragraph of this Agreement.

(c) **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement [(including the Exhibits and Schedules hereto)] constitutes the entire understanding between the parties regarding the subject matter hereof. No representations, except as herein expressly set forth, have been made by any party to the other. This Agreement cannot be amended or otherwise modified except by a written instrument signed by Licensor and Licensee that specifically states that it is an amendment or modification hereto.

(d) **AGREEMENT NOT TO RECORD:** This Agreement shall not be recorded in the public real estate records. If Licensee violates this provision, this Agreement shall immediately terminate and Licensee shall be subject to an action for all damages incurred by Licensor, including attorneys' fees and costs.

(e) **INTERPRETATION:** All section headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Each party hereto acknowledges that this Agreement has been reviewed by such party and its counsel prior to its execution. If any dispute arises with respect to the interpretation of any provision of this Agreement, such provision shall be deemed to have been drafted by all of the parties hereto and shall not be construed against any party on the basis that such party was responsible for drafting such provision. If more than one person or entity signs this Agreement as Licensee, both or all of such persons or entities shall be jointly and severally liable for the performance of all obligations of Licensee hereunder and, generally, shall be bound by all of the terms and provisions hereof.

(f) **BROKER:** Licensee covenants, warrants and represents that it has not dealt with any broker concerning the licensing of the Licensed Slip. Licensee agrees to indemnify and hold Licensor harmless from and against any claim for a brokerage commission or finder's fee arising out of any conversation or negotiation had by Licensor or Licensee with any broker or finder. This Section 25(f) shall survive the expiration or earlier termination of this Agreement.

(g) **GOVERNING LAW:** The laws of the State of Florida and applicable United States federal maritime law shall govern the validity, construction, enforcement and interpretation of this Agreement and the rights and obligations set forth herein, without regard to or application of conflict-of-law principles.

(h) **MISCELLANEOUS:** Licensor shall provide a space for Licensee to construct at its cost a podium or kiosk (which may be enclosed) on the exterior walkway or parking area directly in front of the Dock Pier subject to the Licensor's reasonable approval of its size and location. Licensor shall permit Licensee's staff (not clients) to utilize Licensor's WIFI for internet access with basic bandwidth use. Licensor and Licensee agree to cooperate with each other with respect to the design of the Licensee's podium or kiosk so as to be aesthetically compatible with Licensor's facilities. Customers of Licensee shall be required to access the Licensee's podium or kiosk by walking through the reception area of Shuckers and then out onto the walkway leading to the Marina Facilities. Licensor shall also provide a land-side area in front of the Dock Pier to build a rack to secure Licensee's paddleboards/water sports rental equipment.

The parties agree that as an accommodation to Licensee, one TV in Shuckers and one TV in the Best Western Hotel (the "Hotel") lobby may be dedicated to show a video loop provided by Licensee for the purposes of promoting the business of Licensee (Licensee shall provide Licensor with such video materials). This video loop may be combined with other promotional videos related to activities and services offered on the property. In addition, a) Licensor agrees to allow placement of Licensee's brochure in the Hotel lobby at a reasonably prominent location; and b) Licensor shall permit Licensee to place, at Licensee's cost (se: at \$2,500), its signage in small permanent lettering as part of the Licensor's street-front

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pylon signage (or in such other area designated by Licensor which has street-front visibility in the event that Licensor's existing pylon sign cannot reasonably accommodate Licensee's signage), provided that same complies with any applicable Laws and Licensor shall have approval rights over the format of such signage, which approval will not be unreasonably withheld or delayed. Licensor recognizes that Licensee's business name, logo and other intellectual property is the sole property of Licensee and/or its franchisor and that all proposed advertising, marketing and other materials which utilize or display such intellectual property must first be approved by Licensee and its franchisor.

Each paying customer of Licensee will be provided with a voucher for a frozen drink/draft beer/soft drink redeemable at Shuckers after their speedboat tour (at the cost of Licensor).

Hotel guests shall have the right to book the speedboat tours or paddleboard rental at a 10% discount if booked through the Hotel.

(i) **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or PDF signatures shall constitute originals.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on and as of the date first written above.

LICENSOR:

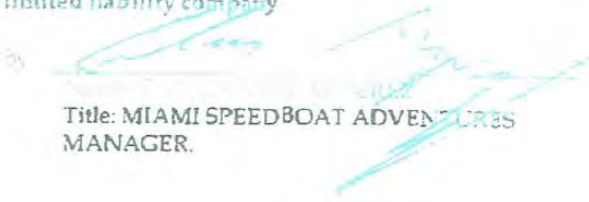
NORTH BAY INN, LLC, a Delaware limited liability company

By: 

Name:
Title:

LICENSEE:

MIAMI SPEEDBOAT ADVENTURES, LLC, a Florida limited liability company


Title: MIAMI SPEEDBOAT ADVENTURES
MANAGER.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Instructions: Submit this application, along with 15 sets of sealed plans (1 set 36"x24" and 14 11"x17" sets) and the required information and fee, to the Village Clerk's Office at 1666 Kennedy Causeway, Suite 300. Applications are due by 12:00 noon on the deadline date and must be complete to be accepted and place on the agenda. A sign will be posted on the property, and public hearings will be conducted by the Planning & Zoning Board and the Village Commission.

Site Address 1819 79th STREET CSWY NORTH BAY VILLAGE FLORIDA

Owner Name CARLOS MEGIAS Owner Phone # 305 979 9900

Owner Mailing Address 4731 ALHAMBRA CIRCLE, CORAL GABLES 33146 FL

Applicant Name _____ Applicant Phone # _____
(if different from Owner)

Applicant Mailing Address CARLOS Megias

Contact Person CARLOS MEGIAS Contact Phone # 305 979 9900

Contact Email Address cmegias@miamispeedboatadventures.com

Legal Description of Property E175FT OF W1975FT OF TREA IS LYING N OF 79 ST CSWY PER D1

Existing Zoning 3095-289 Lot Size 49000 SQFT Folio Number 23-3209-000-0120

Project Description GUIDED BOAT TOURS

Section of North Bay Village Code from which the Applicant is Seeking Relief _____

Variance Requested SPECIAL EXCEPTION APPROVAL

Reason for Request _____

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Mandatory Submittals (check that each item is included with this application):

- ☐ Plans depicting work to be completed (including property survey)
- ☐ Application fees

Optional Submittals:

- ☐ Response to required findings
- ☐ Signed consent letters from neighboring property owners
- ☐ Optional plan versions for consideration by Village Commission

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name CARLOS MEGIAS

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Miami Dade

Sworn to and subscribed to before me this 20 day of January, 2017.

by Carlos M. Perez,

who is personally known to me or who has produced Florida Driver's License as identification.

Notary Public Signature [Signature]

Commission Number/Expiration 03-06-2020



RAUL CHAVARRIA
MY COMMISSION # FF 962231
EXPIRES: March 6, 2020
Bonded Thru Budget Notary Services

**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED
VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

Office Use Only:

Date Submitted: 1/30/17

Tentative Meeting Date: 3/7/17

Date Paid: 1/30/17

Fee Paid: \$ 2,600.00

Cash or Check ☐ # 101



North Bay Village

Administrative Offices

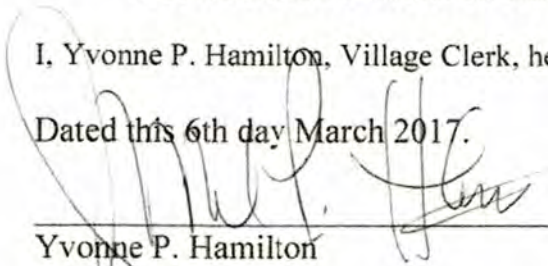
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY CARLOS MEGIAZ FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, IN THE CG, GENERAL COMMERCIAL ZONING DISTRICT.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 6th day March 2017.


Yvonne P. Hamilton
Village Clerk

(North Bay Village Planning & Zoning Board Meeting – March 21, 2017.)

Mayor
Connie Leon-Kreps

Commissioner
Jose Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

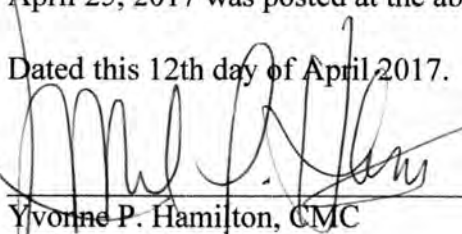
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

RE: AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, IN THE CL, LIMITED COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; FINDINGS; AND AN EFFECTIVE DATE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on April 25, 2017 was posted at the above-referenced property on April 12, 2017.

Dated this 12th day of April 2017.


Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – April 25, 2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

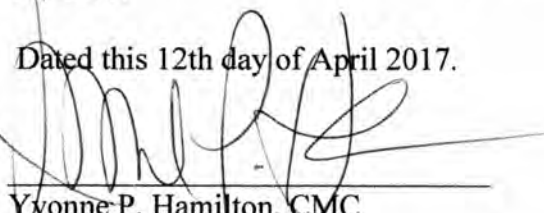
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

RE: AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, IN THE CL, LIMITED COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; FINDINGS; AND AN EFFECTIVE DATE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on April 12, 2017.

Dated this 12th day of April 2017.


Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – April 25, 2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, APRIL 25, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

- 1. AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, IN THE CL, LIMITED COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; FINDINGS; AND AN EFFECTIVE DATE.**

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

CONCORD DEVELOPMENT
719 MERIDIAN AVE STE 2
MIAMI BEACH FL
33239

COLE BN NORTH BAY VILLAGE FL
1665 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

ATLANTIC BROADBAND
1681 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL
33141

THE INN ON THE BAY LTD
1819 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

THE SHOPPES OF NORTH BAY
VILLAGE, LLC
1320 S. Dixie Highway, Suite 781
Miami, Florida 33146

THE LEXI CONDOMINIUM
7901 HISPANOLA AVENUE
N. BAY VILLAGE, FL 33141

THE WHITE HOUSE
CONDOMINIUM
1770 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

BAYVIEW CONDOMINIUM
1625 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

CAUSEWAY TOWER
1666 KENNEDY CSWY., #600
N. BAY VILLAGE, FL 33141



Owner/Occupant
7901 Hispanola Avenue, #601
North Bay Village, FL 33141

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7901 Hispanola Avenue, #602
North Bay Village, FL 33141

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7901 Hispanola Avenue, #2001
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7901 Hispanola Avenue, #2002
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2003
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2004
North Bay Village, FL 33141

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7901 Hispanola Avenue, #2005
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2006
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2007
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2008
North Bay Village, FL 33141

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7901 Hispanola Avenue, #2009
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2010
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2011
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2012
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-
102
Miami Beach, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A103
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-
104
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A105
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A106
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A107
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A108
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A109
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A110
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A111
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A112
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #201
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A202
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A203
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A204
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A205
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A206
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A207
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A208
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A209
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A210
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A211
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A212
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A301
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A302
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A303
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A304
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A305
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A306
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A307
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Owner / Occupant
1800 Kennedy Causeway, #A308
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A309
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A310
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A311
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A312
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B102
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B103
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B104
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B105
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B106
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B107
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B108
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B109
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B110
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B111
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B112
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B201
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B202
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B203
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B204
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B205
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B206
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B301
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B302
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B303
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B304
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B305
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B306
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B307
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B308
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B309
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B310
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B311
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B312
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C101
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C102
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C103
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C104
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C105
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C106
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C107
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C108
North Bay Village, FL 33141

Owner / Occupant
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North Bay Village, FL 33141

Owner / Occupant
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Owner / Occupant
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Owner / Occupant
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Owner / Occupant
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Owner / Occupant
1780 Kennedy Causeway, #C202
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C203
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Owner / Occupant
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North Bay Village, FL 33141

Owner / Occupant
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Owner / Occupant
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Owner / Occupant
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North Bay Village, FL 33141

Owner / Occupant
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Owner / Occupant
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Owner / Occupant
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North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C211
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Owner / Occupant
1780 Kennedy Causeway, #C212
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Owner / Occupant
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Owner / Occupant
1780 Kennedy Causeway, #C302
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C303
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C304
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C305
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C306
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C307
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C308
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C309
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C310
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C311
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C312
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D101
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D102
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D103
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D107
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D105
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D106
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D107
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D108
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D109
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D110
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D111
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D112
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D101
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D102
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D103
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D104
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D105
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D106
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D107
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D108
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D109
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D110
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D111
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D112
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D201
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D202
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D203
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D204
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D205
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D206
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D207
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D208
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D209
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D210
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D211
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D212
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D301
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D302
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D303
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D304
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D305
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D306
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D307
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D308
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D309
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D310
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D311
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D312
North Bay Village, FL 33141

Owner/Occupant
1770 Kennedy Causeway, D314
N. Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D311
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D312
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Causeway
Unit #1-G
N. Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Causeway
Unit #1-H
N. Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #1-I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #1-L
North Bay Village, Fl

Owner/Occupant
1865 Kennedy Cswy., #1N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 2B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Apt. 2E
Miami Beach, Fl 33147

Owner/Occupant
1865 Kennedy Cswy., #2F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Apt. 2-G
Miami Beach, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #2H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 2I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., 2-J
North Bay Village, F33141

Owner/Occupant
1865 Kennedy Cswy., Apt. 2K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., 2-0
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Apt. 2-M
North Bay Village, 33141

Owner/Occupant
1865 Kennedy Cswy. #2N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 3C
North Bay Village, Fl.

Owner/Occupant
1865 Kennedy Cswy., Unit 3-A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 3-B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy, sway #3F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #3D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #3E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 3-I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., # 3-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #3H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #3N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #3M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 3-0
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #4D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Apt. 4E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., 4-F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #4G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4-H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 4-H
North Bay Village, 33141

Owner/Occupant
1865 Kennedy Cswy., #4I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 4J
North Bay Village, 33141

Owner/Occupant
1865 Kennedy Cswy., #5A
North Bay Village, Fl 3314

Owner/Occupant
1865 Kennedy Cswy., #5B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5-E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5-F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 5H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Apt 8G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5-M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5-M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5O
North Bay Village, Fl 3314

Owner/Occupant
1865 Kennedy Cswy. #6A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6-C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 6F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 6J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6-K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 6L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6-M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6-N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy Unit 7D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 7F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 7G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 7H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7-1
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 7J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 7N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy House #7-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7P
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #8B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 8-C
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8D
N. Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8E
N. Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #8F
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8G
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 8H
North Bay Village, FL 33141

Owner/Occupant
8510 NW 10th St
Pembroke Pine, FL 33024

Owner/Occupant
1865 Kennedy Cswy. #8J
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8K
N. Bay Village, FL 3141

Owner/Occupant
1865 Kennedy Cswy. 8-L
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #8M
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 8N
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 8O
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9B
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9B
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Apt 9C
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Apt 9D
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9E
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9-F
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9G
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9H
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #9I
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9J
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9K
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9L
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9M
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9O
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #10A
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #10B
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 10C
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 100
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. 10-E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10F
Miami, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 10J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 10K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10-L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10-N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. U 10-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11-A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11-B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11C
North Bay Village, Fl. 33141

Owner/Occupant
1865 Kennedy Cswy. Apt.11D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11-I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11K
North Bay Village, Fl. 33141

Owner/Occupant
1865 Kennedy Cswy. #11-L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 11-M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 11-M
North Bay Village, Fl. 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 11-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12B
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #12B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12D
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #12E
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #12-F
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #12-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 12J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 12K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12L
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #12M
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #12N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14-D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14-E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #14J
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #14K
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #14L
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #14M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy, Unit 14-N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 15-B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 15-C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15D
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #15E
North Bay Village, Fl 33141

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1865 Kennedy Cswy. Unit 15-F
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #16-A
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #16C
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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1865 Kennedy Cswy. #16F
North Bay Village, Fl 33141

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1865 Kennedy Cswy. Unit 16G
North Bay Village, Fl 33141

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1865 Kennedy Cswy. Apt. 16-H
North Bay Village, Fl 33141

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1865 Kennedy Cswy. Apt 16-I
North Bay Village, Fl 33141

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1865 Kennedy Cswy Unit 16J
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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1865 Kennedy Cswy. Unit 16-0
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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1866 Kennedy Cswy. #PH-B
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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1865 Kennedy Cswy. Unit PHL
North Bay Village, Fl 33141

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1865 Kennedy Cswy. #PHO
North Bay Village, Fl 33141

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1865 Kennedy Cswy. Unit #PH-N
North Bay Village, Fl 33141



Owner/Occupant
1881 79th Street Causeway, #1001
N. Bay Village, FL 33141

Owner/Occupant
1881 79th Street Causeway, #1002
N. Bay Village, FL 33141

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1881 79th Street Causeway, #1003
N. Bay Village, FL 33141

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1881 79th Street Causeway, #2006
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1881 79th Street Causeway, #2007
N. Bay Village, FL 33141

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1881 79th Street Causeway, #401
N. Bay Village, FL 33141

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1881 79th Street Causeway, #501
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1881 79th Street Causeway, #906
N. Bay Village, FL 33141

Owner/Occupant
1881 79th Street Causeway, #907
N. Bay Village, FL 33141





NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, APRIL 25, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS AT PUBLIC HEARINGS:

1. AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, IN THE CL, LIMITED COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; FINDINGS; AND AN EFFECTIVE DATE.
2. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANK FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS 1 COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(SECOND READING)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(April 6, 2017)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE VILLAGE CODE, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, pursuant to Section 152.098 of the North Bay Village Code of Ordinances (the "Village Code"), Carlos Megias has applied to North Bay Village to operate a guided boat tour business from the marina at 1819 Kennedy Causeway, Treasure Island, North Bay Village, Florida, in the CL, Limited Commercial Zoning District; and

WHEREAS, Section 152.098 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a Special Use Exception specified in Section 152.098; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Village Commission was noticed for April 25, 2017 at 7:30 P.M. at the Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, the Village Commission has reviewed the application, and considered the comments from the public, and determined that the proposed use does not substantially affect adversely the subject property or adjacent properties.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Finding.

In accordance with Section 152.098 of the Village Code, the Village Commission finds that the proposed Special Use Exception to operate a temporary commercial parking lot at 1755 Kennedy Causeway in the CL (Limited Commercial) Zoning District will not substantially affect adversely the uses permitted in these regulations of adjacent property.

Section 3. Grant.

The Special Use Exception request to operate a guided boat tour business from the marina at 1819 Kennedy Causeway, in the CL (Limited Commercial) Zoning District, North Bay Village, Florida is hereby granted with the following conditions:

1. If the special use exception to operate the commercial parking lot at 1755 Kennedy Causeway expires or is revoked for any reason, this special use exception to operate the boat tour at 1819 Kennedy Causeway shall be revoked.
2. If any operations of the boat tour use become a nuisance for neighboring Village residents or business owners, or if the use causes environmental damage to the Bay, the Village Commission may vote to revoke this special use exception approval.
3. Applicant must maintain a BTR for operation of the proposed boat tour operation.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Approval of this special use exception does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. All applicable state and federal permits must be obtained before commencement of operations.

Section 4. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 5. Effective Date.

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED and ADOPTED this 25th day of April 2017

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: 1819 Kennedy Causeway Guided Boat Tour Business – Carlos Megias



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 13, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE VILLAGE CODE, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

OFFICIAL MINUTES

PLANNING & ZONING BOARD MEETING

VILLAGE HALL

1666 KENNEDY CAUSEWAY, #101

NORTH BAY VILLAGE, FL 33141

MARCH 21, 2017 – 7:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 7:30 P.M. by the Chair Bud Farrey.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Present at Roll Call were Board Members Bud Farrey, Chair, Marvin Wilmoth, Vice Chair, Dr. Paul Norris, and Aniley Perez. Also present were Frank K. Rollason, Village Manager, Village Clerk Yvonne P. Hamilton, Village Attorney Robert L. Switkes and Ben Smith, of LaRue Planning & Management Services, Inc., Village Planner.

Board Member Doris O'Hare was absent.

- 4. PUBLIC HEARINGS (QUASI-JUDICIAL):** Please be advised that the following items are quasi-judicial in nature. If you wish to object or comment upon any of these items, please inform the Chair when he requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

- A. AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, IN THE CL, LIMITED COMMERCIAL ZONING DISTRICT.**

The Village Clerk Yvonne P. Hamilton read the request into the record.

The Village Attorney Robert L. Switkes swore in those individuals who provided testimony; and he advised on the process for this quasi-judicial proceeding, pursuant to Chapter 29 of the Village Code of Ordinances.

Ben Smith presented the Staff Report recommending approval of the request to allow a Special Use Exception for the operation of a guided boat tour business at Best Western Marina in the CL (Limited Commercial) Zoning District with the following conditions. He noted that refueling and storage of the boats will be off site.

1. If the special use exception to operate the commercial parking lot at 1755 Kennedy Causeway expires or is revoked for any reason, this special use exception to operate the boat tour at 1819 Kennedy Causeway shall be revoked.
2. If any operations of the boat tour use become a nuisance for neighboring Village residents or business owners, or if the use causes environmental damage to the Bay, the Village Commission may vote to revoke this special use exception approval.
3. Applicant must maintain a BTR for operation of the proposed boat tour operation.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Approval of this special use exception does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. All applicable state and federal permits must be obtained before commencement of operations.

The applicant, Carlos Megias, 431 Alhambra Circle, Coral Gables, Florida addressed the Board and gave a presentation on his background in the boat touring business, their concern for safety and security of their customers, and the use of quiet motors to eliminate noise. He noted that the captain usually has contact with the tour boats at all times and drinking is not allowed.

Discussion took place as to whether there is sufficient parking to accommodate the business. It was explained that the parking lot at 1755 Kennedy Causeway should be able to cover the parking. However, pursuant to Condition #1 above, if the Special Use Exception to operate the commercial parking lot at 1755 Kennedy Causeway expires or is revoked for any reason, this Special Use Exception to operate the boat tour at 1819 Kennedy Causeway shall be revoked also.

The applicant accepted the conditions of approval.

Kokoa Woodget, of 7925 West Drive, addressed the Board. She inquired as to whether research was conducted on the company; if customer feedback was obtained to see what impact there would be on the community; and where the loading and unloading of people would take place.

It was explained that their lease gives them the use of certain docks and space and at the marina; and DERM has placed a limitation of six boats. The business will have an area on the exterior walkway with a small kiosk for customer service.

It was also mentioned that if the business becomes a nuisance, the Special Use Exception can be revoked.

The Chair closed the Public Hearing.

Marvin Wilmoth moved to recommend that the request be approved with the conditions listed herein. Bud Farrey seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Dr. Paul Norris, Aniley Perez, Marvin Wilmoth, and Bud Farrey all voting Yes. Doris O'Hare was absent.

5. APPROVAL OF MINUTES

- A. REGULAR PLANNING & ZONING BOARD MEETING – FEBRUARY 7, 2017**
- B. REGULAR PLANNING & ZONING BOARD MEETING – JANUARY 7, 2017**

Marvin Wilmoth made a motion to approve the Minutes as submitted. Bud Farrey seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Dr. Paul Norris, Aniley Perez, Marvin Wilmoth, and Bud Farrey all voting Yes. Dori's O'Hare was absent.

6. ADJOURNMENT

The meeting adjourned at 8:10 p.m.

*Prepared and submitted by: Yvonne P. Hamilton
Village Clerk*

*Adopted by the Planning & Zoning Board on
this ____ day of _____ 2017.*

Bud Farrey

(Note: The Minutes are summary of the proceeding.)



Staff Report

Permit Application for Dock

Prepared for: North Bay Village Commission

Applicant: Holger Piening & Andrea Franke

Site Address: 1700 South Treasure Drive

Request: Permit for a dock, with a waiver to extend more than 25 feet from the bulkhead line, and a boat lift.



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

General Information

Owner	Holger Piening & Andrea Franke
Applicant Address	c/o Nicole Huesmann, D.A. Alhambra Circle, Suite 1200 Coral Gables, Fl. 33134
Site Address	1700 S Treasure Drive
Contact Person	Nicole Huesmann
Contact Phone Number	305-858-0220
E-mail Address	njhuesmann@njhlaw.com
Zoning District	RS-2
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to construct a new dock at a residence in the RS-2 zoning district. The proposed dock will extend 47 feet from the existing seawall into Biscayne Bay and will include a 24,000-pound capacity boat lift. This item was deferred in September 2016 because interested parties to the request could not attend.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

- (A) *No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than 25 feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the Village Commission in accordance with subsection (G), provided further, however the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.*

- (B) *Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the Village Code, shall be approved by the Village Manager, and shall be kept permanently in the records of the Village. Repair or reconstruction may be made in accordance with the original plans.*
- (C) *No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side; and the structure shall not exceed five feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the Village Commission.*
- (D) *No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the Village Manager.*
- (E) *Application for any permit or the transfer of any permit required by this section shall be made to the Village Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) *All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the Village shall require the approval of the Village Commission after a public hearing. During the public hearing the Village Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) *Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than 25 feet, the Village Commission shall additionally consider the following criteria to determine if a waiver shall be granted:*
 - (i) If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
 - (ii) If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and*
 - (iii) If the Village has received any letter(s) of objection from adjoining riparian property owners; and*

(iv) Any other factors relevant to the specific site.

- (H) The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver, pursuant to paragraph (G), which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.*
- (I) A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with.*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

- “(B) No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida.”*

Staff Comments

The dock will be located so that the 7.5 foot side setbacks from the property lines are met.

However, the dock length is greater than 25 feet from the seawall. Section 150.11(A) prohibits docks lengths greater than 25 feet unless a waiver is granted by the Village Commission. Section 150.11(G) provides several criteria for the Commission to consider when reviewing waiver requests (see above code language).

The applicant has provided a biological assessment sketch stating the presence of near-shore marine resources, a letter of consent from the adjacent property owner to the East, and emails from DERM verifying their approval contingent upon agreement from the applicant that boats will be moored only in a bow-in configuration.

The adjacent property owner to the West will not issue a letter of consent for this project, citing the fact that the variances received for the construction of the applicant's single family residence contributed to his loss of scenic view, and that approval of this 54-foot dock would further obstruct his view. Due to this issue, DERM did request a modification of the plans (to remove a westward mooring pile), and the applicant has complied with this request. Staff is not aware whether this modification is more compatible for the neighbor to the west. All interested parties should be in attendance at the April 25, 2017, public hearing.

See attached for all above mentioned documents and correspondence.

At the time of the September deferred meeting, the applicant had not provided any documentation regarding the condition of the seawall at the subject site; and in email correspondence with the applicant's representative, it was stated that they were aware that seawall repairs would be necessary. Since the time of our original staff memo, a permit was issued for the seawall repairs in December 2016, and the applicant is waiting a final engineering inspection.

Based on the materials presented by the applicant, and the preapproval by DERM, the proposed structures are in compliance with the applicable provisions of Sections 152.059 and 150.11. The proposed dock is safe and compatible. However, the seawall should be repaired before the dock permit is issued.

Recommendation

Assuming there are no further affected party objections, staff recommends **approval** of this dock application and approval of the waiver to construct a dock greater than 25 feet in length, with the following conditions being met prior to the issuance of a building permit:

1. Submittal of a seawall repair inspection report, indicating that all necessary repairs have been made and that the seawall is in good condition.
2. Verification of the 5-foot height restriction at the time of building permit issuance.
3. Installation of solar powered lights at end of dock for safety purposes.
4. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
5. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
6. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
7. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James G. LaRue

James G. LaRue, AICP
Planning Consultant

April 11, 2017

Hearing: Village Commission, April 25, 2017

Attachments: Biological Assessment Sketch
 Emails from Miami-Dade DERM

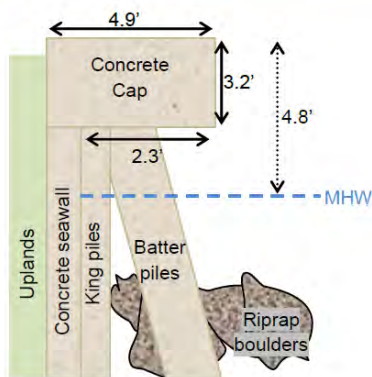
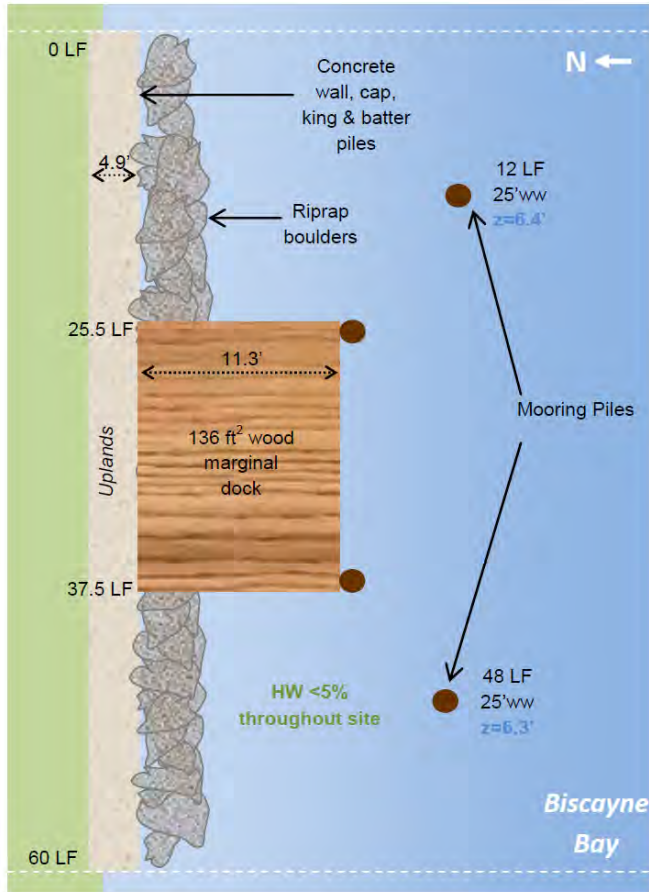
Statement from Applicant Confirming Agreement of Bow-in Mooring
Letters from Adjacent Property Owners
Dock Plans Provided by Applicant

Biological Assessment Sketch

CLI-2014-0247 – Piening – Seawall Cap, Dock & Boatlift
1700 S. Treasure Drive, North Bay Village

Inspection done on 07-22-2014 at 11:00AM

Biologists: M. Rose, A. Alonso



Sea Wall Cross Section

Notes

- All waterward distances taken from wetface of seawall cap.
- Water depths at wall affected by presence of riprap.
- Mooring piles documented at 12 and 48 LF, 25' waterward.

Resources

Halodule wrightii (shoal grass) **HW**
Acetabularia calyculus (mermaid's wine glass)
Siderastrea radians (lesser starlet coral)
Acanthophora spicifera (spiny seaweed)
Padina jamaicensis (white scroll algae)
Caulerpa verticillata (whorled caulerpa)
Caulerpa sertularioides (feather caulerpa)
Halimeda tuna (stalked lettuce leaf algae)
Ceranium sp. (red filamentous algae)
Lutjanus griseus (gray snapper)
Chaetodipterus faber (spadefish)
Caranx hippos (crevalle jack)
Pleuroploca gigantea (horse conch)
 Barnacles
 Sponges

Legend

ww= waterward distance from face of seawall cap
LF= linear feet from east property line
MLW = mean low water
MHW = mean high water
RR = riprap
z = water depth

LF	ww extent of RR	Water Depths				Depth Contours		
		at wall	7.5'ww	11.3'ww	23'ww	4'	5'	6'
10.0	11'	2.5'	2.9'	-	5.5'	13.1'ww	18.8'ww	25.5'ww
20.0	8.4'	1.1'	3.0'	4.9'	5.7'	12.2'ww	16.7'ww	25.4'ww
37.5	7'	0.9'	3.8'	4.8'	5.6'	9'ww	16.3'ww	24.7'ww
40.0	7.5'	Exposed rock	3.4'	-	5.7'	15.5'ww	16.9'ww	24'ww
50.0	9'	0.3'	3.7'	-	5.7'	13.8'ww	19'ww	26'ww

All depths adjusted to MLW. Adjusted 0.5' at 11:30AM.

James,

The permit CLI-2014-0247 is ready to issue pending receipt of the following:

1. Structural and zoning approvals from North Bay Village.
2. A permit fee in the amount of \$1,945.00.
3. A statement from the property owner confirming that any vessel moored in either slip will be limited to bow-in mooring only.
4. A letter of consent from the adjacent property owner to the east.

DERM is able to verify the SAJ-42 and issue on behalf of FDEP for this scope of work.

Please let me know if you have any questions.

Regards,

Emily Goodwin, Biologist II
Coastal and Wetlands Resources Section
Division of Environmental Resources Management (DERM)
Miami Dade County Department of Regulatory and Economic Resources
701 N.W. 1st Court - 6th Floor -Miami, FL 33136
(305)372-6931 – Phone (305)372-6479 - Fax
www.miamidade.gov
goodwe@miamidade.gov

From: Goodwin, Emily (RER)
Sent: Wednesday, June 15, 2016 2:37 PM
To: 'Nicole Huesmann'
Cc: Jamesjamesmjr@aol.com
Subject: RE: Boat Dock Piening-Franke - 1700 S Traesure Drive - Description of Boats

James and Nicole,

After coordinating internally regarding the configuration, we have decided we are willing to proceed with this configuration without a letter of consent from the adjacent property owner to the west provided the most waterward mooring pile currently located 52' waterward of the seawall is removed from the scope of work to minimize the exceedance beyond the D-5 boundary.

James- with this pile removed from the preliminarily approved set, we'll be able to proceed with these plans. The permit is being drafted and while I'll follow up with a finalized list of pending items ASAP, the pending submittals will include structural and zoning approvals from the City, the permit fee of \$1,945.00, a letter of consent from the adjacent property owner to the east, and the statement from the property owner confirming that any vessel moored in either slip will be limited to bow-in mooring only.

Please let me know if you have any questions.

Regards,

Emily Goodwin, Biologist II
Coastal and Wetlands Resources Section
Division of Environmental Resources Management (DERM)
Miami Dade County Department of Regulatory and Economic Resources
701 N.W. 1st Court - 6th Floor -Miami, FL 33136
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North Bay Village

Administrative Offices

1656 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1700 S. Treasure Drive, North Bay Village, FL 33141Owner Name Holger Pining/Andrea Franke Owner Phone # 305 858 0220Owner Mailing Address c/o Nicole J. Huesmann, P.A., 150 Atkamba Circle, Suite 1200, Coral Gables, FL 33134Applicant Name Holger Pining/Andrea Franke Applicant Phone # 305 858 0220Applicant Mailing Address c/o Nicole J. Huesmann, P.A., 150 Atkamba Circle, Suite 1200, Coral Gables, FL 33134Contact Person Nicole Huesmann Contact Phone # 305 858 0220Contact Email Address njhuesmann@njhlaw.comLegal Description of Property Lot 5, Block 1, Treasure Island, PB 50-67Existing Zoning Single Lot Size 60x150 Folio Number 23 3209 001 0010Legal Description see aboveProject Description INSTALL A 10' 4" X 45' LONG WOOD (7' WIDE) MARGINAL DOCK / WITH A 40' LONG X 4' WIDE FINGER PIEN. OVER WATERDock Length Measured Perpendicular from Seawall 47'

Mandatory Submittals (Applicant must check that each item is included with this application)

☐ Site plans which depict:

- North point
- Scale at 1/16 inch to the foot, or larger
- Date of preparation
- Dock structures
- Any mechanical equipment
- Any exterior lighting
- Any other physical features

☐ Property survey

- ☐ Elevations
- ☐ DERM approval
- ☐ Application fees
- ☐ Cost recovery deposit

Contact:

James McKenzie
(305) 785-8682

Mayor

Connie Leon-Kreps

Vice Mayor

Eddie Lim

Commissioner

Dr. Richard Chervony

Commissioner

Wendy Duvall

Commissioner

Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature

[Signature] as attorney in fact
for Holger Piening and
Andrea Franke

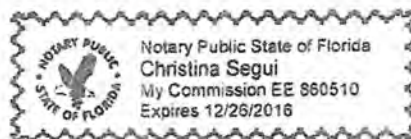
Print Name

Nicole J. Huesmann

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA

COUNTY OF Miami-Dade



Sworn to and subscribed to before me this 28th day of June, 20 16,

by Nicole J. Huesmann,

who is personally known to me or who has produced _____ as identification.

Notary Public Signature

[Signature]

Commission Number/Expiration

EE 860 510 / 12/26/2016

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 6/28/16

Tentative Meeting Date: _____

Fee Paid: \$ 300.00

Cash or Check # 2915

Date Paid: 6/28/16

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that **Holger Piening and Andrea Franke**, have made, constituted and appointed, and by these presents do make, constitute and appoint **Nicole J. Huesmann** their true and lawful attorney for them and in their names, place and stead, giving and granting unto **Nicole J. Huesmann** full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as they might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that **Nicole J. Huesmann** shall lawfully do or cause to be done by virtue hereof.


This Power is specifically intended to empower **Nicole J. Huesmann** to take any and all actions and to execute any and all instruments necessary to effectuate destruction and construction of the following legally described property including, but not limited to, the execution and delivery of any contracts for architectural, construction and building purposes, plan and permit applications to North Bay Village/Miami-Dade County, Florida, Notices of Commencements and any other agreements, documents or affidavits required for the destruction and construction, in the form acceptable to **Holger Piening and Andrea Franke**, in their sole discretion, and they hereby confirm and ratify any and all actions taken by **Nicole J. Huesmann** on their behalf prior to this date:

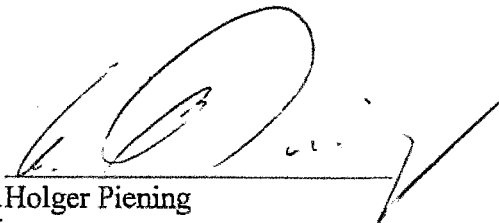
Lot 5, Block 1, Treasure Island as per plat thereof in Plat Book 50 Page 57, of the Public Records of Miami-Dade County, Florida.

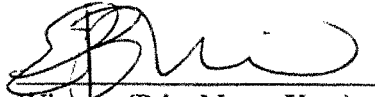
Address: 1700 South Treasure Drive, North Bay Village, Florida 33141

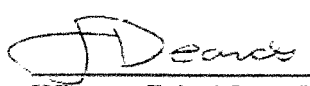
IN WITNESS WHEREOF, the undersigned has executed this instrument on the 23rd day of April, 2014.

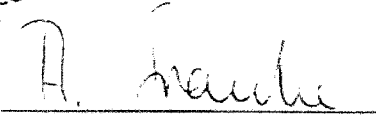
Signed and delivered in the presence of:

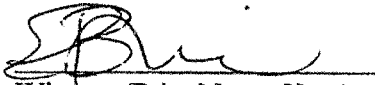

Witness (Print Name Here): Jennifer DeArms


Holger Piening


Witness (Print Name Here): Erica Bianco


Witness (Print Name Here): Jennifer DeArms


Andrea Franke


Witness (Print Name Here): Erica Bianco

Page 2

Power of Attorney

STATE OF FLORIDA)

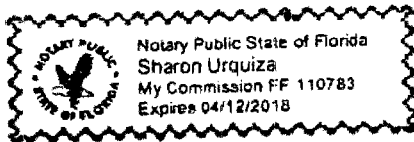
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 23rd day of April, 2014, by **Holger Piening and Andrea Franke**, who are personally known to me or who have produced German Passports as identification, who did not take an oath, and they acknowledged before me that they executed the foregoing instrument as their free act and deed.


NOTARY PUBLIC, STATE OF FLORIDA
Print Name:

My Commission Expires:

[Affix Seal]



Holger Piening and Andrea Franke
1700 S. Treasure Drive
North Bay Village, FL 33141

June 21, 2016

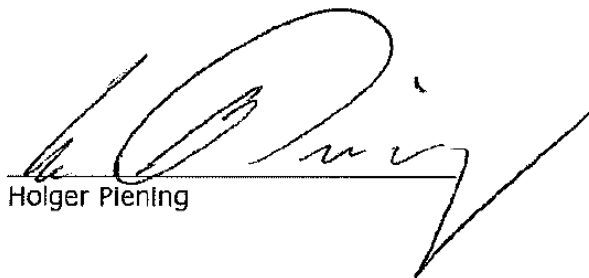
VIA EMAIL

Emily Goodwin, Biologist II
Coastal and Wetlands Resources Section
Division of Environmental Resources Management
701 NW 1st Court
6th Floor
Miami, FL 33136

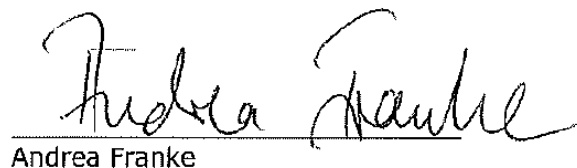
Regarding: Dock/Boatlift located at 1700 S. Treasure Drive, North Bay Village, FL 33141, Folio 23-3209-009-0050

Dear Ms. Goodwin and to whom it may concern:

Please accept this letter as our confirmation that we, Holger Piening and Andrea Franke, as the property owners of the above referenced property, will ensure that any vessel moored in either boat slip will be limited to bow-in mooring only, as further detailed in the plans and applications for this project.



Holger Piening



Andrea Franke

LETTER OF CONSENT

Note: Please insert applicable information

Date: 3.24.16

Miami-Dade County RER
 Class I Permitting Program
 701 NW 1st Court
 Miami FL, 33136

Re: Letter of Consent for Miami-Dade County RER Class I Permit Application Number
CL1 2014 247, (insert Class I Permit application number), for work proposed at

1700 S TREASURE DR NORTH BAY VILLAGE FL 33141
 (insert address of proposed work)

Ladies and Gentlemen:

I, GUILLERMO GARCIA (insert name), am the owner of the property located at

1710 S TREASURE DR NORTH BAY VILLAGE FL 33141
 (insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the plans entitled DOCK/BOATLIFT

(insert title of plans)

prepared by ED LANDERS dated 11-23-15-2-18-16 - 2.23.16, and preliminarily approved by RER on 3.3.16 for the above-referenced project. Pursuant to Section 24-48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-referenced project.

Sincerely,

Guillermo Garcia
 Adjoining Riparian Property Owner

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____, 20____

BY _____

☐ PERSONALLY KNOWN☐ PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED _____

NOTARY PUBLIC

-----Original Message-----

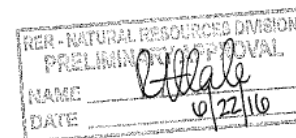
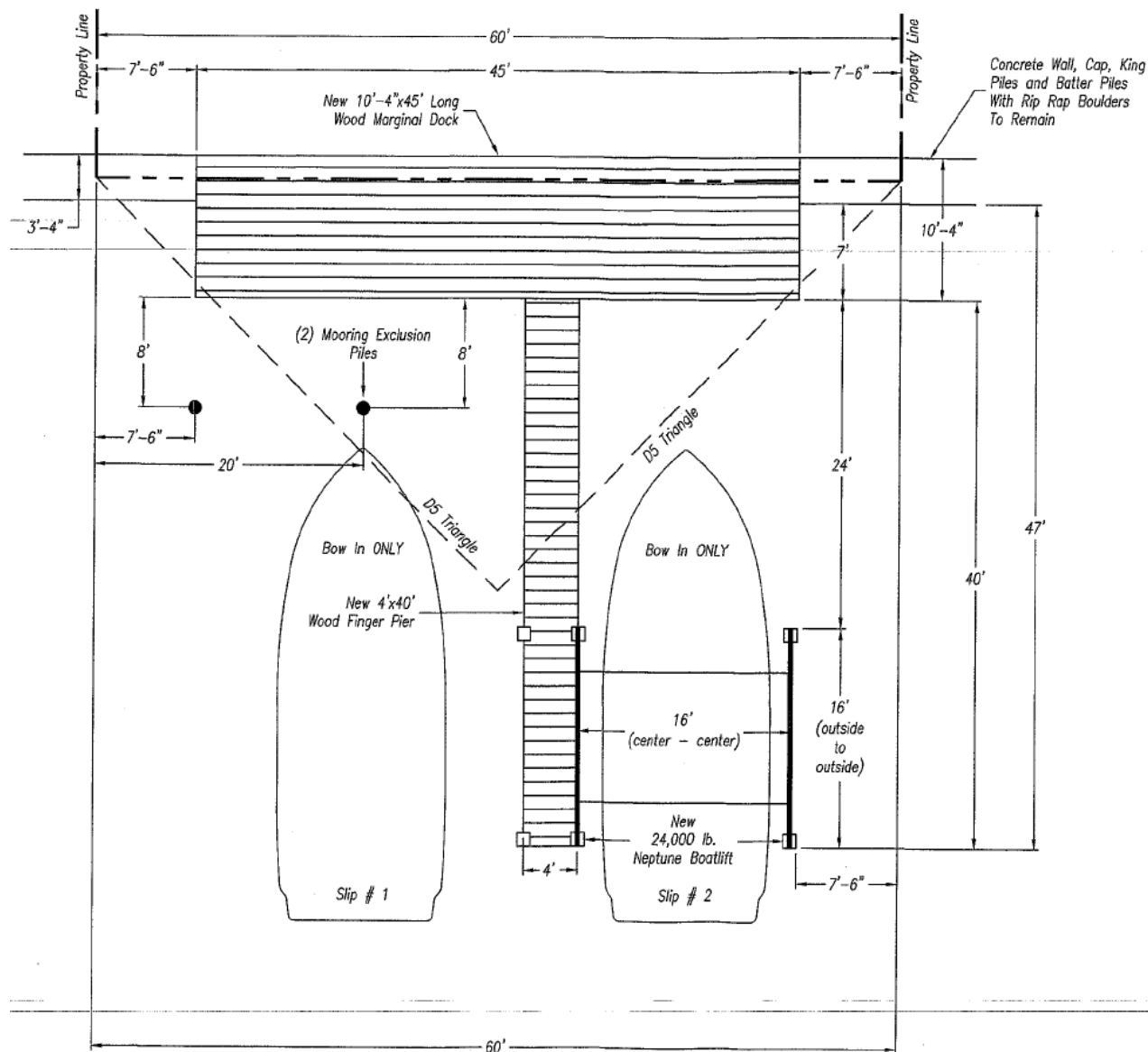
From: Paul Norris [<mailto:pnorris@med.miami.edu>]

Sent: Thu 9/1/2016 2:01 PM

To: Connie Leon-Kreps

Subject: Mayor Connie Leon-Kreps

Hi, Mayor, This is Dr Norris, we met over the weekend. I am writing on a matter regarding my neighbor at 1700 s treasure dr . He is asking for a variance on his dock which will significantly block my eastern view. (his variance on his house has already blocked a considerable part of my view) I believe the hearing is scheduled for this month however I will be out of town this month until the 26th and I want to be present for the hearing on this important matter. Can the hearing on this matter be scheduled for a date that I will be in town?



RECEIVED

JUN 21 2016

DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)

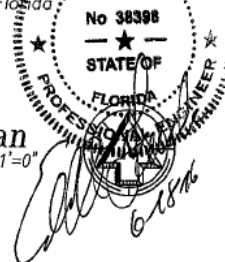
Lot 5 Block 1

TREASURE ISLAND

Plat Book 50

Dade County

Florida



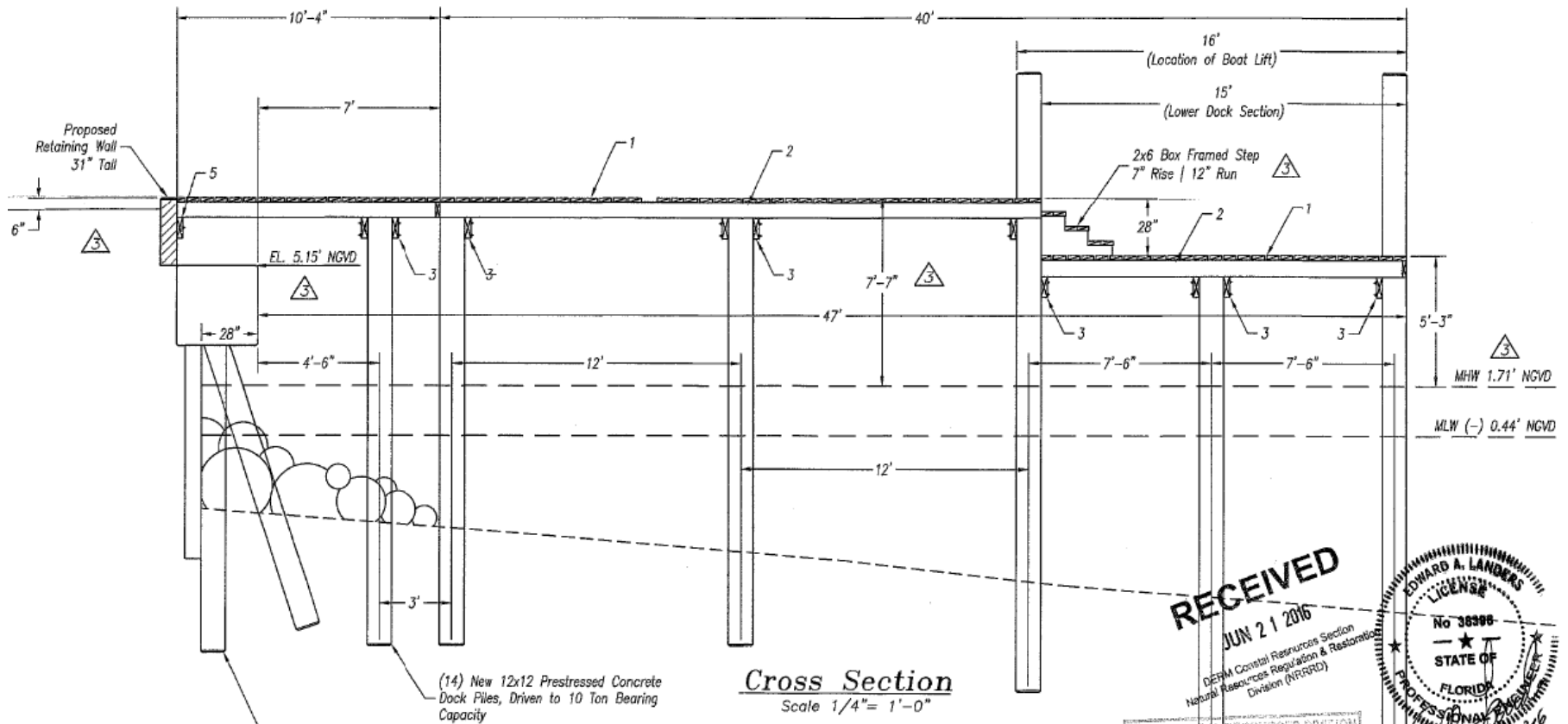
Site Plan

Scale: 1/16" = 1'-0"

Dock / Boatlift	
Pining Holger	
1700 S Treasure Dr	
North Bay Village, Florida 33141	
Edward A Landers PE Inc	
PE License # 038398	
7850 NW 146 Street #509	
Miami Lakes, Florida 33016	
(305) 823-3938	
Edward A Landers, P.E.	

DSN	DWN
WRT	
DATE	
01.08.2014	
PLOT	
88	
DWG No.	
1700 SP 58	
DIRECTORY	
MM/Docile	
Sheet 1	

urvey for exact property information.



Cross Section
Scale 1/4" = 1'-0"

Concrete Wall, Cap, King Piles and Batter Piles With Rip Rap Boulders To Remain

1. 3/4"x6 Azek Wood Decking with 1" spacing fastened with (2) Stainless Steel deck screws per stringer.
2. 2x10 stringers @ 16" max spacing.
3. 3x10 substringer's with (2) 3/4" wedge anchors @ piles (min. embedment = 4").
4. Hurricane Strap Simpson "Strong-Tie" LTS12 FL#10456.
5. 3x10 with 1/2" wedge anchors @ 36" on center into new retaining wall (min. embedment = 4").

3	01.05.2016	Removed one dock pile
3	11.18.2015	Raised Dock Elevation
2	08.11.2015	Changed Dock Dimensions
1	06.05.2015	Lowered Dock Section

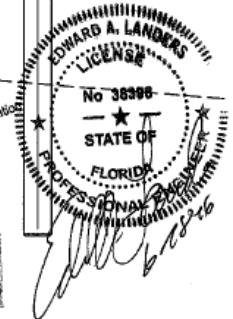
REVISIONS

Dock / Boatlift		DSN	DWG
Piening Holger		WRT	
1700 S. Treasure Dr		DATE	01.08.2014
North Bay Village, Florida 33141		PLOT	48
Edward A Landers PE Inc		DWG No.	1700 Details 48
PE License # 036396		DIRECTORY	MW/Docks
7850 NW 146 Street #509			
Miami Lakes, Florida 33016			
(305) 823-3638			
Edward A Landers, P.E.		Sheet	3

RECEIVED
JUN 21 2016

DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)

PER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME *Ellie*
DATE 6/22/16





**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, APRIL 25, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

- 1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.**

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK



North Bay Village

Administrative Offices

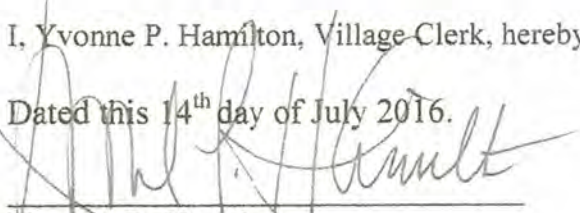
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel. (305) 756-7171 Fax. (305) 756-7722 Website www.nbvillage.com

**RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE
FOR CONSTRUCTION OF A NEW DOCK AND BOAT LIFT AT 1700
SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY
VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE
VILLAGE CODE.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 14th day of July 2016.


Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – September 13, 2016)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on April 25, 2017 was posted at the above-referenced property on April 12, 2017.

Dated this 12th day of April 2017.

Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – April 25, 2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on April 12, 2017.

Dated this 12th day of April 2017.

Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – April 25, 2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

Owner/Occupant
1650 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1660 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1680 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1690 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1700 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1710 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1720 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1730 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1740 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1771 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1741 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1721 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1701 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1671 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1641 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7505 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Jewel Avenue
N. Bay Village, FL 33141



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, APRIL 25, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS AT PUBLIC HEARINGS:

1. AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, IN THE CL, LIMITED COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; FINDINGS; AND AN EFFECTIVE DATE.
2. AN APPLICATION BY HOLGER PLENNING AND ANDREA FRANKFORD FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS 1 COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARJUANNA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (*SECOND READING*)

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

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YVONNE P. HAMBLTON, CMC
VILLAGE CLERK
(April 6, 2017)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 13, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Holger Piening and Andrea Franke has requested a Building Permit to construct a new dock and boatlift at 1700 South Treasure Drive, Treasure Island, in the RS-2, Medium Density Single-Family Zoning District, North Bay Village, Florida; and

WHEREAS, Pursuant to Section 150.11(A) of the Village Code, docks are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless such construction is necessary based on federal, state, or local laws; and

WHEREAS, the structures will extend 47 feet from the existing seawall into Biscayne Bay; and

WHEREAS, the Department of Regulatory and Economic Resources (DERM) has granted preliminary approval of the dock and boatlift; and

WHEREAS, Section 150.11(G) authorizes the Village Commission to consider the approval of docks greater than 25 feet upon the following determination:

1. If Miami-Dade Department of Environmental Management has required specific depth or location criteria; and
2. If the applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners; and
3. if the Village has received any letter(s) of objection from adjoining riparian property owners; and
4. Any other factors relevant to the specific site.

WHEREAS, Sections 150.11(C)(D) and (F) of the North Bay Village Code of Ordinances require all applications for construction of docks and boatlifts to be approved by the Village Commission; and

WHEREAS, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for April 25, 2017, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Findings.

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the dock and the boatlift are safe and environmentally compatible

Section 3. Grant.

In accordance with Section 150.11(G) of the North Bay Village Code of Ordinances, a waiver is granted to construct a dock and a boatlift, which structures will extend 47 feet from the existing seawall into Biscayne Bay as requested by Holger Piening & Andre Franke for the property situated at 1700 South Treasure Drive.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Submittal of a seawall repair inspection report, indicating that all necessary repairs have been made and that the seawall is in good condition.
2. Verification of the 5-foot height restriction at the time of building permit issuance.
3. Installation of solar powered lights at end of dock for safety purposes.
4. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
5. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

6. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

7. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas N. Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED and ADOPTED this 25th day of April 2017.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Construction of New Dock- 1700 South Treasure Drive--Construction of New Dock and Boatlift

Memorandum

10C

To: North Bay Village Commission
From: James G. LaRue, AICP
Date: April 11, 2017
Subject: The Proposed Unified Land Development Code Re-write

The proposed Unified Land Development Code (ULDC) was approved at first reading on March 28, 2017. The attached memo outlines the significant changes that were presented at that meeting. We recommend approval at the second hearing on April 25th, without further modifications.

Once the Village has a truly ULDC we will begin to look at priority areas where the Commission would like us to focus for future improvements to our new regulations.



Memorandum

To: North Bay Village Commission
From: James G. LaRue, AICP
Date: February 14, 2017
Subject: The Proposed Unified Land Development Code Re-write

The Unified Land Development Code (ULDC) re-write has been an ongoing process for the last several years, with numerous sessions before the Planning & Zoning (P&Z) Board as well as a workshop with the Village Commission. At their February 7, 2017 meeting, the P&Z board voted to recommend approval of the ULDC adoption along with some revisions to the procedures for dock approvals. Now the final draft is being presented for adoption by the Commission at the February 28th meeting.

The source of the content for our new ULDC comes mainly from zoning Chapter 152 and the consolidated Chapters 1-6. Other chapters were also examined and text was incorporated from the Off-Street Parking Chapter 171, and the Design Guideline Standards Chapter 155. The format of the new code will be in chapter format similar to our current consolidated regulations. Chapters 152, 155, and 1 – 6, can all be removed concurrently with the adoption of the new ULDC.

To briefly summarize, there are several reasons for adopting a Unified LDC, including contradictions in our current land use regulations, existing unclear or ambiguous language, the need for processes to be streamlined, outdated references, duplications, and current issues that require legislative responses.

Additionally, issues arose over the last year which required short term fixes in our LDC. Those code revisions have been incorporated into the new ULDC and it is now even more important for us to focus on the long-term impact of adopting a better and more comprehensive Unified Land Development Code that will replace our current disjointed land development regulations.

We have enclosed the proposed ULDC document for your review and an outline of the significant changes in the following pages. At the February 28th meeting, we will explain the format of the proposed code, highlight the major differences between the new code and the existing regulations, and highlight the major areas of the present land use regulations we are changing.

Ch. I –GENERAL

Reestablished one Village Land Development Code consistent with the Comprehensive Plan state requirements.

Ch. II – RELATIONSHIP TO THE COMPREHENSIVE PLAN

Modified text to more appropriately describe the relationship between the Comp Plan and the LDC. The Comp Plan should be changed to identify that:

- Government Use District is consistent with the Public Buildings and Grounds Future Land Use Categories (FLUC)
- RS-2 District is consistent with the Educational FLUC
- RM-40 District is consistent with the Recreational FLUC

Ch. III – DEFINITIONS

Specialized definitions necessary for: grow house, marijuana, marijuana based product, marijuana dispensary, mobile marijuana dispensary. (Other definitions will be included in the final process of the LDC.)

Ch. IV – ADMINISTRATION AND ENFORCEMENT

Included:

- More detailed purpose and intent statement
- Detailed procedure for obtaining an official interpretation of the LDC

Changed terms:

- “non-use exception” to “use exception”
- “non-use variance” to “non-hardship variance for single-family properties”

Changed §4.15 to reference and be consistent with the Community Planning Act (HB 7207)

Ch. V – PERMITS AND DEVELOPMENT APPROVALS

Added a new §5.14C covering the handling of permits that are erroneously issued.

Added new section covering vacation of streets, alleys, easements & public rights-of-way.



Ch. VI – NONCONFORMITIES

Added a new §6.5B to address nonconforming lots in the CG District.

Changed §6.6B to:

- Replace provision allowing changing a nonconforming use to a “more restrictive category of nonconforming use” to prohibit changing a nonconforming use to any other nonconforming use.
- Replace allowed destruction of nonconforming use from “more than 50%” to “50% or less”.
- Clarify what is not allowed when a nonconforming use is destroyed and replaced.

Ch. VII – VARIANCES

Changed §7.4A to:

- Replace the term “non use variance” to “non-hardship variance for single-family properties”
- Identify those characteristics of use for which such variances may be granted.
- Limit these non-hardship variances only to single-family uses.
- Clarify that such variances will be heard at Public Hearings before the Planning and Zoning Board and then the Village Commission.

Added provisions in §§7.4B & C and §§ 7.5 & 7.6 that:

- Include criteria for the P&Z Board recommendation and Village Commission approval of a non-hardship variance on a single-family property.
- Extend the time of expiration of a variance from one to two years, consistent with the date of site plan expirations. (§7.5)
- Require at least one year before reapplication for a variance that was disapproved (§7.6).

Ch. VIII – ZONING

Recommending:

- Eliminating the CL District and rezoning all CL properties to CG.
- Adding uses now allowed in the CL, but not the, CG District to be added to the new CG District.

Simplifying text now in §8.10,A,4,c and §8.10,B,4,c (max. height in the RS-1 and RS-2) to simply state that the maximum allowable height is three stories not to exceed 35 feet above FEMA.

Modified the minimum required lot area/unit for efficiency and 1-bedroom units so that density does not exceed 70.0 dwelling units/acre and eliminated the four-story limit for garage structures.

Simplified the RM-70 lot size provision by removing the reference to another section of the LDC and listing the actual minimum area and frontage numbers

Rewritten the confusing “Flex setback” provisions so that they are more understandable.

Added a digital model on a DVD as an alternative to the required architectural model.



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Modified the CG District

- It is the result of the merging the current CG and CL regulations (including rezoning all CL properties to CG).
- The current CG regulations form the basis for the new CG district and ensures that property owners are not adversely affected by the merging of the two existing Districts.

Fast-food restaurants without drive-thru or drive-in service are proposed to be a permitted use.

Other logical commercial uses have been added as “uses by right”.

All drive-thru or drive-in service, regardless of the use to which they are attached are proposed to be special uses subject to use exception provisions.

Changed the term “special use exception” to “use exception” throughout the LDC and added provisions for:

- Extend the time of expiration of a use exception from one to two years, consistent with the date of site plan expirations.
- A minimum of one year for reapplication for a use exception that has been denied.

Per the P&Z Board, accessory storage structures are limited to a height of 12 feet.

The prohibition of wood and vinyl clad fencing within front yard is proposed to be eliminated.

Ch. IX – GENERAL SITE DESIGN STANDARDS

Included:

- 9x18 requirements for parking from §5.1 and §5.2
- Parking requirements for pharmacy and marijuana dispensary
- Requires valet parking if compact car spaces are used
- Docks under 25 ft in length and within the D5 triangle can be approved administratively
- Chapter 155 design criteria

Ch. X – FLOOD DAMAGE PROTECTION

Remains as written.

Ch. XI – SIGNS

- Needs full review for design and site standards by Signage Review Committee
- Reestablished non-conforming amortization time period
- Allows LED signs
- Sign regulations have been removed from other zoning districts.
- Temporary sign regulations have been made consistent with Supreme Court decision.
- Specialized definition necessary for: temporary signs



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Ch. XII – ADULT ENTERTAINMENT

Remains with current language unchanged.

Ch. XIII – VACATION RENTAL LICENSE PROGRAM

- Incorporates 2016 separate North Bay Ordinance.
- Specialized definition necessary for: vacation rentals.
- Vacation rental regulations are proposed to apply in Multi-Family Zoning Districts

Ch. XIV – MARIJUANA DISPENSARIES

- Incorporates 2016 separate North Bay Ordinance.
- Includes comprehensive regulations.

SUMMARY

In summary, the following key items are the major revisions of our proposed Unified Land Development Code:

- A. Collapsing the Limited Commercial Zoning District into the General Commercial Zoning District
- B. Revising the maximum building height allowed in Single Family Zoning District
- C. Changing the criteria for non-hardship variances in Single Family Zoning District
- D. Site plan approvals will require only one public hearing before the Commission
- E. Docks under 25 ft in length and within the D5 triangle can be approved administratively
- F. Allowance of new zoning uses such as: pharmacies, day care, and urgent care facilities
- G. Removal of compact spaces as special exceptions.
- H. Fence standards for vacant properties adopted.
- I. Removal of requirement of internal access to commercial facilities in multi-family developments.





UNIFIED LAND DEVELOPMENT CODE

Proposed: February 2017

Prepared by:



Serving Florida Local Governments Since 1988

CHAPTER 1, GENERAL

§ 1.1 - Title.

This code shall be entitled the North Bay Village Unified Land Development Code and may also be herein referred to as the "ULDC."

§ 1.2 - Authority.

The North Bay Village Unified Land Development Code is enacted pursuant to Chapter 163, Part II, and Chapter 125, Florida Statutes.

§ 1.3 - Findings.

- A. According to Chapter 163, Florida Statutes, each local government in Florida must enact a unified land development code which is consistent with the Comprehensive Plan and implements the same.
- B. The Unified Land Development Code must contain all of the Village's land development regulations.
- C. All proposed developments within North Bay Village must be reviewed to ensure compliance with the Village's Comprehensive Plan and requirements of this Unified Land Development Code.

§ 1.4 - Intent.

The primary intent of this code is to achieve the following:

- A. Guiding and accomplishing coordinated, adjusted, and harmonious development in accordance with the Village's existing and future needs.
- B. Protecting, promoting, and improving the public health, safety, comfort, order, convenience, and general welfare.
- C. Protecting the character and maintaining the stability of the residential areas.
- D. Directing and controlling through the establishment of performance standards, the type, density, intensity, and distribution of development.

§ 1.5 – Interpretation and conflict.

A. Interpretation.

In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the health, safety, morals, order, convenience, and general welfare of the Village.

B. Conflict.

It is not intended by these regulations to interfere with, abrogate, or annul any easements, covenants, or other agreement between parties; however, where these regulations impose a greater restriction upon the use of buildings or premises or upon the height of buildings, or require larger open spaces, yards, lot areas than are imposed or required by other ordinances, rules, regulations, easements, covenants, or agreements, the provisions of these regulations shall govern.

§ 1.6 - Validity.

If any section, paragraph, subdivision, clause, phrase, or provision of these regulations are adjudged invalid or held unconstitutional, this shall not affect the validity of these regulations as a whole, or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.

§ 1.7 - Repeal clause.

All county ordinances, resolutions, or special laws applying only to the Village; any general laws which the Village Commission is authorized by the Charter to supersede, nullify, modify, or amend; or any part of any such ordinance, resolution, or law in conflict with any provision of this ULDC is hereby repealed.

CHAPTER 2, RELATIONSHIP TO THE COMPREHENSIVE PLAN

§ 2.1 - Purpose and intent.

The Future Land Use Element of the adopted Comprehensive Plan for North Bay Village describes the future land use categories within the Village. These land use categories are illustrated on the future land use map in the Comprehensive Plan. All future development or redevelopment of property within North Bay Village must be consistent with the goals, objectives, and policies expressed in the adopted Comprehensive Plan and with the future land use map. The Unified Land Development Code is intended to implement the Comprehensive Plan. In the event of a conflict between the Comprehensive Plan and the Unified Land Development Code, or any other Village regulation, the provisions of the Comprehensive Plan shall take precedence.

§ 2.2 – Relationship between future land use categories and zoning districts.

The future land use categories defined in the future land use element and delineated on the future land use map in said element shall be the determinants of permissible activities on any parcel of land within the Village. They are established to regulate and restrict the location of commercial, public, and semi-public uses, and residences, and the location of buildings erected or altered for specific uses to regulate or limit population density, and intensity of use of lot areas. The zoning districts and associated regulatory provisions identified in the Unified Land Development Code are intended to implement the goals, objectives and policies and Future Land Use Map in the Comprehensive Plan. In the event of a conflict between a provision in the Comprehensive Plan and any provision regulating development within a zoning district, the provisions of the Comprehensive Plan shall take precedence

A. Residential future land use categories.

There are three residential future land use categories in the Village's Comprehensive Plan that are applied to lands throughout the Village. Lands located within these categories are to be devoted to dwelling units used or intended to be used for permanent housing.

1. The single-family residential category allows a density of up to six dwelling units per acre. Zoning districts RS-1 and RS-2 fall under this land use category.
2. The medium density multi-family residential category allows for residential density from seven (7) up to 40 dwelling units per acre. RM 40 is the only zoning district consistent with this future land use category.
3. The high density multi-family residential category allows from 41 up to 70 dwelling units per acre. RM-70 is the only zoning district consistent with this future land use category.

B. Commercial future land use category.

This category designates those areas in the Village suitable for commercial development. Uses permitted include a broad range of general and professional office, retail, banking, hotel, and service establishments and high density residential development.

C. Institutional future land use category.

The purpose of this category is to provide an area for either nonprofit or for profit institutional facilities or quasi-public uses, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics.

D. Public buildings/grounds future land use category.

This category provides sites for public/semi-public uses such as Village hall, police station, public works building, post office, and other agency facilities primarily serving the public. The Government Use zoning district is consistent with this land use category.

E. Educational future land use category.

This category provides sites for public schools, associated facilities, and grounds.

F. Recreation and open space future land use category.

This category is intended to provide for permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers.

CHAPTER 3, DEFINITIONS

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

Accessory building. A detached subordinate building or a portion thereof, the use of which is incidental to or customary in connection with the main building or use and which is located on the same lot with such main building.

Accessory use. A subordinate use, which is incidental to or customary in connection with the main building or use and is located on the same lot with such main building use.

Acre, gross. 43,560 square feet.

Acre, net. That portion of a gross acre exclusive of dedication for official rights-of-way and other easements.

Assisted living facility. Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator

Advertising structure. Any rigid or semi-rigid material, with or without a sign displayed thereon, situated on or attached to real property or mobile objects and vehicles outdoors for the purpose of furnishing a background, base, or support on which a sign may be posted or displayed.

Aggregate area or aggregate width. The sum of two or more designated areas or widths to be measured, limited, or determined under these regulations.

Alcoholic beverage. As defined by Section 561.01(4), Florida Statutes.

Alley. A public or private road which affords only a secondary means of access to abutting property and which is not otherwise designated as a street.

Amusement center. Any indoor place or enclosure which contains three or more amusement devices of any description, including but not limited to pinball games, computer games, or games of chance for the public amusement, patronage or recreation.

Apartment. A room or group of rooms within a multifamily dwelling arranged or designed to be used as a home or residence for one family, with kitchen or kitchenette and bathroom for the exclusive use of the one family.

Apartment, efficiency. A dwelling unit consisting of not more than one habitable room, with kitchen or kitchenette and bathroom.

Apartment hotel. A multi-family residential building designed for or containing both apartments and individual guest rooms or rental units under resident supervision, and which maintains an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units.

Arterial street. A street designated as a major arterial street on the circulation plan for the Village.

Auction market. Any premises on which are held, either regularly or periodically, auction sales of merchandise or personal property.

Automobile rental agency. An establishment whose primary purpose is the renting or leasing of passenger vehicles to the public.

Awning. A detachable, roof like cloth or metal cover, supported from the walls of a building for protection from sun or weather.

Bar. An establishment devoted to selling or dispensing any alcoholic beverages, or any place where a sign is displayed indicating that alcoholic beverages are obtainable for consumption on the premises, and where, if entertainment is provided, it is by no more than one person at a time.

Barrier. A fence, dwelling wall or non-dwelling wall or any combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.

Barrier requirements. Swimming pools shall comply with all the requirements set forth under the building and zoning requirements as set forth in the Village's ordinances and the Florida Building Code.

Basement. That portion of a building between the floor and ceiling which has at least one-half of its height below the grade of the adjoining ground, and the ceiling of which is not more than four feet six inches above grade.

Beer. As defined in Section 563.01, Florida Statutes.

Biscayne Bay. Encompasses all of Biscayne Bay and all associated tributaries of the Bay within the Village limits of North Bay Village.

Block. The length of a street between two street intersections.

Board. The Planning and Zoning Board, which is that duly, designated advisory board charged with reviewing Village planning, zoning, and beautification matters.

Boundary of district. The centerline of a street or right-of-way; also the centerline of the alleyway between the side or rear property lines, or where no alleyway or passageway exists, the rear or side property lines of all lots bordering on any district limits.

Breezeway. A covered passageway or space between the main building and an accessory building open on two sides, and the roof of which is structurally integrated with the buildings it separates.

Building. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons on property.

Building width. The width of the lot left to be built upon after the required side yards are provided.

Building. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

Building completely enclosed. A building having no outside openings other than ordinary doors, windows, and ventilators.

Building line. That line between which and the distance on the lot parallel and back from the street line, in which no building or part thereof may be erected, except as provided in these regulations.

Building Official. The Village official responsible for building inspection and the issuance of permits in this respect, or a duly authorized person acting in the same capacity.

Bulk. A term used in these regulations to describe the size and shape of a building or structure and its relationship to other buildings, to the lot area for a building, and to open spaces and yards.

Bulkhead. A wall constructed along the bay to retain or resist lateral displacement of any material back of it. For the purpose of this chapter, the bayside face of the established bulkhead cap shall be regarded as the point of measurement for setback requirements of all structures fronting on the bay.

Cabana. An accessory structure, usually in connection with a swimming pool.

Cabaret. A bar, which provides entertainment and which may or may not serve food, and which, is accessory to a hotel, motel, or other building as provided in these regulations.

Cafeteria. See Restaurant.

Canopy. A detachable, roof like cloth or metal cover supported from the ground, deck, or floor of a building, and from the walls of a building, for protection from sun or weather.

Carwash. Any building or structure, which uses specialized mechanical devices for the washing of motor vehicles.

Centerline, street. A line parallel or nearly parallel to the right-of-way lines of a street and halfway between them as established by the Building and Zoning Official.

Certified survey. A survey, sketch, plan, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specific professional engineer, registered surveyor, architect, or other legally recognized person.

Child care. See Day care nursery.

Clinic. An establishment where patients are not lodged overnight, but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together. The term does not include a place for the treatment of animals.

Club, private. Building and a facilities or premises used or operated by an organization or association for some common purpose, such as but not limited to a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations shall be incorporated under the laws as a non-profit corporation and the major purpose of such corporations shall not be for the purpose of serving alcoholic beverages to its members or others.

Coffee shop, Snack bar, or Sandwich shop. An establishment where sandwiches, coffee, soft drinks, tea, or similar foods are served, but having no kitchen facilities.

Commercial school. A training institution operated on a profit or non-profit basis offering instruction in stenographic, secretarial, bookkeeping, and related business skills; offering training in electronic data a processing techniques, skills, or equipment repair; or offering training leading to proficiency in a vocational skill.

Concurrency. State law requiring that infrastructure be in place before development occurs.

Convalescent home. A building where regular nursing care is provided for more than one person not a member of the family which resides on the premises.

Customer service area. Inside/outside seating areas for restaurants, bars, lounges exclusive of kitchen, office, hallways, storage, and similar building areas.

Day care nursery. An establishment providing care of children during the day, but not overnight, including four or more children not members of the resident family; nurseries for children of working mothers; kindergartens; nursery schools for children under the minimum age for admission to public schools, or for after-school care of school children; and other establishments of a similar nature.

District. Any section of the Village within which the zoning regulations are uniform.

Drive-in or Drive-through. An establishment that, by design, physical facilities, service, or packaging procedures, encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicles.

Dwelling. A building or portion thereof, designed or used exclusively for residential occupancy, but not including mobile homes.

Dwelling, single-family. A private residence building used or intended to be used as a home in which all living areas are accessible to each other from within the building, and which shall have sleeping quarters, kitchen facilities, bathroom, ventilation, and lighting under control of and designed for the exclusive use of one family.

Dwelling, single-family detached. A single-family dwelling surrounded by yards or other open spaces on the same lot.

Dwelling, multifamily. A building designed for or occupied by three or more families.

Dwelling, efficiency. A residential unit, which is comprised of a single room for sleeping and cooking, exclusive of a bathroom.

Dwelling, hotel room. A residential unit, which is used on a temporary basis by transient guests.

Dwelling, hotel suite. A group of hotel rooms connected together.

Dwelling unit. A room, or group of rooms, occupied or intended to be occupied as separate living quarters by a single family or other group of persons living together as a household, or by a person living alone.

Essential services. The erection, construction, alteration, or maintenance by a public utility or municipal agency of underground or overhead transmission, distribution, or collection systems necessary for the furnishing of adequate service by that utility or agency to the use on the same lot or the surrounding neighborhood of, for the public health, safety, or general welfare.

Family. An individual or two or more persons related by blood or marriage, or a group of not more than five persons who need not be related by blood or marriage, living together as a single housekeeping unit in a dwelling.

Fast order food. Food which is primarily included for immediate consumption; available upon a short waiting line; packaged or preserved in such a manner that it can be readily eaten outside the premises where it is sold; served on paper plates or in paper or styrofoam containers; and of a self-service nature, that is, no waiters or waitresses are involved. Patrons phone in or place their order at a counter and take it to a table on the premises or leave the premises.

Fence. A structure forming a physical barrier which is so constructed that no less than 50% of the vertical surface is open to permit the transmission of light, air, and vision through the surface in a horizontal plane. (For board and other solid barriers, see Wall)

Floor area. The sum of the gross horizontal areas of the several floors of a building or buildings, measured from the exterior faces of exterior walls or from the centerline of walls separating two attached buildings. However, for the purposes of those regulations, the Gross floor area of a building shall not include:

- A. Basement space; however, basement space used for retailing shall be included for the purpose of calculating requirements for accessory off-street parking spaces and accessory off-street loading berths.
- B. Accessory water tanks or cooling towers.
- C. Uncovered steps and exterior balconies.
- D. Attic space, whether or not a floor actually has been laid, providing structural headroom of less than seven feet six inches.
- E. Terraces, breezeways, screen enclosures, or open porches.
- F. Floor space used for permitted or required accessory off-street parking, in any building except single-family and two-family dwellings or buildings accessory thereto.

Frontage, lot. The distance for which the front lot line and the street line are coincident.

Garage, parking. A building or portion thereof used for indoor parking of private passenger vehicles for use of residents in the vicinity.

Garage, repair. An establishment or portion thereof used for the equipping, servicing, repairing, hiring, selling, storing, or parking of motor-driven vehicles. The term Repairing shall not include an automotive body repair shop or the rebuilding, dismantling, or storage of wrecked or junked vehicles.

Garage, storage. A building or portion thereof, designed or used exclusively for term storage of motor-driven vehicles, as distinguished from daily storage, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired, or sold.

Grade. The highest elevation of a paved street in front of any property.

Grow house. A grow house is a property, usually located in a residential neighborhood, that is primarily used for the production of marijuana but may also be used as a dwelling. The houses are typically outfitted with equipment to provide water, food, and light to the marijuana plants, and the houses themselves are usually kept in good condition to blend in with the neighborhood. Illegal electrical hookups are a common feature of grow houses, to both save money and to make it harder for authorities to identify them due to their unusually high electrical usage.

Guest house. Living quarters within a detached accessory building located on the same lot with the main building for use by temporary guests of the occupants of the premises, such quarters having no kitchen facilities or separate utility meters and not rented or otherwise used as a separate dwelling.

Hardship, necessary. Restrictions upon the uses of a particular property which promote the objectives of these regulations, provided such restrictions apply to all land within the same district (e.g. if commercial uses are prohibited in a district, this may result in a hardship to the property owners; but it is a hardship which is necessary to the purpose of this chapter in the first place).

Hardship, unnecessary. Arduous restrictions upon the uses of a particular property, which are unique and distinct from that of adjoining property owners. Granting of relief from an unnecessary hardship should not violate sound zoning principles, including considerations that: adjacent properties will not be substantially reduced in value, it is not granting a special privilege not to be enjoyed by others in similar circumstances, and the public interest is maintained, including following the spirit of this chapter and the comprehensive master plan. Invalid and nonjustifiable bases for pleading unnecessary hardship include but are not limited to:

- A. Loss of the "best" use of the land, and business competition.
- B. Self-created hardships by the applicant's own acts.
- C. Neighboring violations and nonconformities.
- D. Claims of inability to sell the property.
- E. General restrictions of this chapter.

Hedge. A row of bushes or small trees planted close together in such a manner as to form a boundary or barrier.

Height of building. The vertical distance from the grade to: the highest point of a flat roof; the deck line of a mansard roof; the average height between eaves and ridge or gable, hip, and gambrel roofs; or the average height between high and low points of a shed roof.

Home occupation. Any activity for which an occupational license of the Village is required by law, which is conducted within a dwelling unit in a residential district.

Hospital. A building or group of buildings having room facilities for one or more overnight patients, used for providing services for the in-patient medical or surgical care of sick or injured humans, and which may include related facilities such as laboratories, out-patient departments, and training facilities. A central service facility must be an integral part of the hospital operations.

Hotel. A building in which lodging is provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times.

House of worship. A church, synagogue, or other structure used on a permanent basis primarily for the worship of God.

Kennel. The keeping of more than three dogs or other animals for breeding, training, sale, or boarding.

Kitchen facilities. Any form or mechanical refrigeration or cooking equipment except a portable mini-refrigerator, portable microwave oven and coffee-maker.

Junkyard or Salvage yard. Any area or structure used or intended to be used for the conducting and operating of the business of selling, buying, storing, or trading in used or discarded metal, glass, cordage, or any used or disabled fixtures, vehicles, or equipment of any kind.

Loading space. A space within the main building or in the same lot providing for the standing, loading, or unloading of trucks.

Lot. Land occupied or intended for occupancy by a use permitted in these regulations, including one main building together with its accessory buildings, and the yards, loading, and parking spaces required herein and having its principal frontage upon a street or upon an officially approved place.

Lot area. The total horizontal area within the lot lines of the lot.

Lot, corner. A lot abutting upon two or more streets at their intersection.

Lot coverage or Ground coverage. The area of the lot occupied by the ground floor of all buildings, main and accessory, measured from the exterior faces of exterior walls, or from the exterior faces of supporting exterior columns for any portion of the ground floor not enclosed by exterior walls or from the centerline of walls separating two buildings.

Lot depth. The mean horizontal distance between the front and rear lot lines.

Lot, interior. A lot, other than a corner lot.

Lot line. The boundary line of a lot.

Lot of record. A parcel of land shown on a recorded plat or any parcel of land described by a legally recorded deed.

Lot, through (double frontage). An interior lot having frontages on two parallel or approximately parallel streets.

Lot width. The horizontal distance between the side lot lines measured at the required front yard line and parallel to the front street line.

Lumen. A unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source of one candle.

Marijuana. Marijuana is defined as Cannabis, meaning all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

Marijuana-based product. A marijuana-based product means a product that contains marijuana or any of its derivatives, including, but not limited to, tonics, tinctures, balms, salves, lotions, sprays, ointments, drinks, foods, and pills.

Marijuana dispensary. A marijuana dispensary is a facility where marijuana or marijuana-based products are made available for medical purposes in accordance with Florida law. A marijuana dispensary may also be defined as a "dispensing organization" as provided in Section 381.986(1), Florida Statutes. Any medical marijuana treatment center at which marijuana or marijuana-based products are dispensed as part of a program of medical treatment shall be included within the definition of a marijuana dispensary.

Marina. Any area where one or more sites or locations are rented or offered for rent for the location or dockage of boats, vessels, or house boats in water, or to be used for living quarters either temporarily or on a permanent basis.

Mezzanine. An intermediate floor in any story or room with a floor area not exceeding one-third the total floor area in that room or story in which the mezzanine occurs and with a clear height above or below the mezzanine floor construction of not less than seven feet.

Mixed occupancy or use. Occupancy of a building or land for more than one use.

Mobile home. Any unit used for living or sleeping purposes which is equipped with wheels or some device for the purpose of transporting the unit from place to place, whether by motive power or other means, or any unit used for temporary living or sleeping purposes temporarily located in the locality, whether it is on blocks, posts, or any other type of foundation.

Mobile marijuana dispensary. A mobile marijuana dispensary is any legal entity, clinic, cooperative, club, business, or group which transports, delivers, or arranges the transportation or delivery, of marijuana or marijuana-based products to any person.

Motel. A building in which lodging is provided and offered to the public for compensation. Accommodations are usually designed to serve tourists traveling by automobile. Ingress and egress to rooms need not be through a lobby or office, and parking usually is adjacent to the guest room.

Nightclub. An establishment defined by section 111.01 of this Code.

Nonconforming use. The lawful use of land or a building or portion thereof, which use does not conform with the use regulations of the district in which it is located.

Nursing home facility. Any facility which provides nursing services as defined in part I of Florida Statute chapter 464 and which is licensed according to this part.

Occupancy. A condition of an activity or use being upon a lot and/or within a building.

Official rights-of-way. A right-of-way established by ordinance.

Open space. That portion of a lot which:

- A. Is open and unobstructed from grade upward.
- B. Is accessible without restrictions except as may be required for safety.
- C. Is of a pervious nature.

Outdoor dining. A use characterized by outdoor table service of food and beverages prepared for service in an adjacent or attached main restaurant for consumption on the premises. The term also include outdoor bars and outdoor ice cream parlors.

Parcel. A piece of land assembled for a single purpose.

Parking space, off-street. An all-weather surfaced area, exclusive of streets, alleys, and driveways, permanently reserved for the temporary storage of one vehicle and connected with a street or alley by an all-weather surfaced driveway, which affords ingress and egress for a vehicle without requiring another vehicle to be moved. When developing single lot sites under the PRD regulations found in Section 8.10(D)(9), mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.

Penthouse. Any structure above the main roof of a building used for residential, professional, or commercial purposes, or for housing elevator machinery and water storage tanks. Each story of a penthouse, except when used for machinery or a storage for water, is considered as an additional story to the height of the building.

Permit, building. A certificate issued by the Building Official authorizing the construction, reconstruction, remodeling, alteration, or repair of a building or other structure, upon approval of the submitted application and plans.

Pervious area. The surface area of a parcel, which is capable of being penetrated by water.

Planning and zoning board. The Planning and Zoning Board of the Village, as established by this chapter.

Premises. A lot, together with all buildings and structures thereon.

Principal building. The building within which the principal, predominant, or main use or activity upon the lot is conducted. In the event more than one building is upon one lot, the one containing the greatest floor area is the "principal building."

Principal use. The predominant activity or use conducted within a particular building or upon a particular lot.

Public use. Any public building, structure, or land used primarily for public or quasi-public purposes where the building, structure, or land is not privately owned or operated.

Regulations. The whole body of regulations, charts, tables, diagrams, maps, notations, references, and symbols, contained in or referred to in this chapter.

Restaurant. An establishment in which food is prepared and served for compensation.

Right-of-way. See Street line.

Screen enclosure. A frame of metal, wood, or other approved structural material supporting no roof or walls, with only approved insect screening, which screening possesses at least 50 percent open area per square inch.

Service station. An establishment devoted to the retail sale of motor vehicle fuels, oils, or accessories or for the servicing or repairing of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair, or spray painting.

Setback. The minimum horizontal distance between the street and the building; the lot bulkhead or water line and the building; or the side lot lines and the building.

Shopping center. One or more retail stores, commercial buildings, or an office complex with a unified plan or architectural scheme, on a single parcel of land or on separate parcels contiguously arranged.

Story. That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it.

Story, half. A space under a sloping roof, which has the line of intersection of roof decking and wall face not more than three feet above the top floor level and in which space not more than two-thirds of the floor area is finished for use. A half-story containing independent apartments or living quarters shall be counted as a full story.

Street. A public thoroughfare which affords the principal means of access to abutting property.

Street, collector. A public thoroughfare which collects traffic from residential areas for distribution to a major arterial, as defined on the North Bay Village Circulation Plan.

Street or right-of-way line. A dividing line between a lot and a contiguous street.

Structural alterations. Any change, except those required by law or ordinance, which would prolong the life or change the shape or size of any portion of a building or structure or of the supporting members of a building or structure, such as bearing walls, columns, beams, arches, floor or roof joists, or girders, not including openings in bearing walls as permitted by other ordinances.

Structure. Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground; including, but without limiting the generality of the foregoing: signs, backstops for tennis courts, fences, screen enclosures, and pergolas.

Subdivision. Shall be interpreted as defined in the subdivision regulations of Dade County or, if not so defined, then a Subdivision shall be the division of land into two or more lots, or other division of land into parcels of five acres or less for the purpose, whether immediate or of transfer of ownership or building development.

Swimming pool. Any portable, pool or permanent structure containing a body of water 18 inches or more in depth and 250 square feet or more of water surface area located in a residential area that is intended for swimming or recreational bathing and containing 18 inches or more in depth, including but not limited to in-ground, aboveground, and on-ground swimming pools, hot tubs, and non-portable spas, but not including an ornamental reflecting pool or fish pond, unless it is located and designed so as to create a hazard or be used for swimming or wading.

Tent. A canvas or other cloth shelter from sun or weather supported by a wood or metal frame or by poles, stakes, and ropes, or both, and not attached to any building.

Time-sharing condominiums. Any structure, service, improvement, or real property, which is made available to purchasers of a time sharing plan.

Trailer, utility. A vehicle lacking a means of self-propulsion intended to be towed by another vehicle and designed to be used for the transport or hauling of chattel.

Trash. Cuttings from vegetation, refuse, paper, bottles, rags, bulk trash, discarded furniture, etc.

Utilities. Structures of public or municipal utility in excess of lines, piping, conduit, transformers, or other essential utilities. A substation, pumping station, storage yard, or similar installation. Normally a significant structure or combination of structures often enclosed within a building.

Use. Any purpose for which buildings or other structures or land may be arranged, designed, intended, maintained, or occupied; any occupation, business, activity, or operation to be carried on or intended to be carried on in a building or other structure or on land; or a name of a building or other structure or tract of land which indicates the purpose for which it is arranged, designed, intended, maintained, or occupied.

Use, commercial. Any use which is operated as or is accessory to a business.

Use, residential. A use, which accommodates persons, not institutional in character, such as a single-family dwelling or multifamily dwelling, including apartments and hotel or motel rooms.

Variance. A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the provisions of this chapter.

Vehicle, commercial. Any vehicle designed, intended, or used for the transportation of people, goods, or things, other than private passenger vehicles and trailers for private non-profit transport of goods and/or boats.

Wall. A structure forming a physical barrier which is so constructed that less than 50 percent of the vertical surface is open to permit the transmission of light, air, and vision through such surface in a horizontal plane.

Waterfront. Any site shall be considered as waterfront premises provided any or all of its lot lines abut on or are contiguous to any body of water.

Wine. Shall be as defined in Section 561.01(4), Florida Statutes.

Yard. An open area, other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

Yard, front. A yard across the full width of the lot extending from the nearest line of any main or accessory building to the front street right-of-way line of the lot.

Yard, rear. A yard across the full width of the lot extending from the nearest line of any main or accessory building to the rear line of the lot.

Yard, side. A yard extending from the front yard to the rear yard, between the side lot line and the nearest line of any main or accessory building.

CHAPTER 4. ADMINISTRATION AND ENFORCEMENT

DIVISION 1. GENERALLY

§ 4.1 - Purpose and intent.

The purpose and intent of this chapter is to establish general petition procedures, the process for obtaining an official interpretation of a regulation in the Unified Land Development Code, public hearing and notice requirements, procedures for appealing decisions, enforcement of the code, penalties and remedies for violations, establish appropriate commissions, boards and administrative official, and amending the Unified Land Development Code and Comprehensive Plan, for the effective and equitable implementation and enforcement of the Unified Land Development Code.

§ 4.2 – General petition procedure.

A petition for an amendment, variance, use exception, or supplement to these regulations, or for an amendment, change, or supplement to the Comprehensive Plan or district boundaries of the Zoning District Map shall be submitted to the Village Clerk by any person who owns the subject property or who has written permission of the present owner, public official, the Planning and Zoning Board, or by the Village Commission's own motion.

§ 4.3 – Procedure for obtaining an official interpretation of the Unified Land Development Code.

When an individual wants an official interpretation of a regulation contained within the Unified Land Development Code as defined in Chapter 1, Section 1.4, or wants to determine how a regulation may be applicable to specific property within the Village, the following procedures and provisions shall apply.

Written request. The individual shall submit, in writing, a completed preapplication conference request (available from the Village Clerk's department), the request shall be accompanied by payment of the fee as established and set forth in Section 5.12, and shall include the following information:

1. Identification of the section or sections of the Unified Land Development Code for which an interpretation is desired.
2. An explanation of what it is that the individual finds unclear and an explanation of what, if anything, the applicant believes the section in question means.
3. If the applicant is interested in determining how the section or sections apply to or affect specific property, the following information shall be provided:
 - a. A clear representation of the specific property(ies) that is/are the subject of the inquiry including the property address.
 - b. The land area encompassed by the property and the specific dimensions of the property including a description, map or survey showing existing improvements on the property.
 - c. If the question involves whether or not a certain improvement or use is allowed on the property, or the extent, size, or number of units that may be allowed on the property, the applicant shall include a plot plan or detailed description of what he/she wishes to do on the property sufficient to allow the Planning and Zoning Official to make a reasoned determination as to how the ULDC affects that specific property. It shall be the planning and zoning official's decision as to what constitutes adequate information for him to make a decision or interpretation.

d. The Planning and Zoning Official shall accept the written request or inform the applicant of any additional information that may be necessary for him to issue a reasoned interpretation. The Planning and Zoning Official may subsequently request additional information from the applicant, or provide the option of meeting with the applicant

If a meeting is scheduled requiring consultation with, or attendance by, an attorney or professional consultant (e.g., planner or engineer), a deposit in the amount set forth in Section 5.12, shall be paid at least five days prior to said meeting. The final cost of the meeting, calculated as set forth in Section 5.12, shall be the responsibility of the applicant and shall be paid in full prior to the issuance of the written opinion.

e. Within two weeks of accepting the completed request, or having received any additional information requested of the applicant, the Planning and Zoning Official shall issue, in writing, his opinion, supported by citations of the pertinent sections of the Unified Land Development Code, and shall forward said opinion by email or U.S. Mail to the applicant.

f. The time for the Planning and Zoning Official's response may be extended to 30 days if, in the opinion of the Planning and Zoning Official, it is necessary for him to confer with the Village attorney, other Village staff, or outside consultant before rendering a decision. All applicable fees shall be paid by the applicant before the Planning and Zoning Official issues his written opinion.

g. The Planning and Zoning Official's written opinion shall be considered an official interpretation of the subject provisions of the Unified Land Development Code.

h. Verbal statements, interpretations, or comments made by the Planning and Zoning Official or any other representative of the Village with regard to any interpretation of the Unified Land Development Code shall not be considered official interpretations of the Unified Land Development Code. Interested parties who make development decisions or proceed with development activity based upon such verbal information shall do so at their own risk.

§ 4.4 – Public hearing, public notice, and adoption requirements and procedures.

A. Hearings and notices.

1. Table 4.4.A.1 describes the number and type of meetings each application will require. The information in the table is presented for the purpose of assisting the Village, applicants and the public in identifying public meeting and hearing requirements. In the case of conflict between the information presented in the table and the legal requirements of the Unified Land Development Code, the Village Code of Ordinances or Florida Statutes (collectively referred to as legal requirements), the legal requirements and not the table shall control.
2. All applications involving the following shall be considered at public hearings before the Planning and Zoning Board and the Village Commission:
 - a. Amendment, change, or supplement to the Comprehensive Plan;
 - b. Amendments to the Unified Land Development Code;
 - c. Amendments to boundaries of the Zoning District Map;
 - d. Variances;
 - e. Use exceptions and other applications for development approval;
 - f. Appeals of an administrative decision

3. Amendments to the Future Land Use Map, Zoning Map, or which change the actual list of permitted uses, conditional uses, use exceptions, or prohibited uses in a zoning district or future land use category shall be adopted by ordinance, and the notice and hearing requirements shall be as required by Section 166.041(3)(a) and (c), Florida Statutes.
4. Amendments to the Future Land Use Map or Zoning Map which change the actual map designation for a parcel or parcels of land containing ten contiguous acres or less notice shall be provided in the following manner:
 - a. Notice of the public hearing on the proposed change shall be given to property owners at least thirty (30) days prior to the date set for the public hearing as required by Section 166.041(3)(c)1 Florida Statutes.
 - b. As a courtesy notice, a written announcement of a public hearing shall be mailed at least ten (10) days prior to the date of the hearing to all property owners and residents abutting the subject property or within 300 feet of the perimeter of the property. Failure to mail this courtesy notice shall not affect the validity of the final action.
 - c. The list of property owners shall be certified by the Village Clerk. The Village Clerk shall certify that the petition file is complete before the hearing is legally advertised.
5. All public hearings held before the Planning and Zoning Board and/or Village Commission shall be noticed by publishing, at least ten (10) days prior to the hearing, an advertisement showing the date, time, place, and nature of the hearing.
6. Notice of the date, time, place and nature of the hearing shall also be posted conspicuously at least ten (10) days prior to the hearing on any property for which a petition for a variance, use exception, zoning district or future land use boundary change has been submitted.
7. For amendments that require two (2) public hearings by the Village Commission, the second public hearing shall be advertised at least ten (10) days before the public hearing.

Table 4.4.A.1
Public Hearings

<u>Development Approval</u>	<u>Planning and Zoning Board</u>	<u>Village Commission</u>
<u>Amendments to Comprehensive Plan</u>		
<u>Small scale development map amendment</u>	<u>H</u>	<u>H</u>
<u>All other amendments</u>		
<u>Transmittal stage</u>	<u>H</u>	<u>H</u>
<u>Adoption stage</u>		<u>2H</u>
<u>Amendments to the Unified Land Development Code</u>		
<u>Zoning district map</u>	<u>H</u>	<u>2H</u>
<u>Text amendment</u>	<u>H</u>	<u>2H</u>
<u>Others</u>		
<u>Minor Development ⁽¹⁾</u>		
<u>Major Development ⁽²⁾</u>	<u>H</u>	<u>H</u>
<u>Variances</u>	<u>H</u>	<u>H</u>
<u>Non-hardship variance for single-family properties</u>	<u>H</u>	<u>H</u>
<u>Use exceptions</u>	<u>H</u>	<u>H</u>
<u>Appeals of an administrative decision</u>	<u>H</u>	<u>H</u>
H = Public hearing		
⁽¹⁾ Three through six dwelling units or from 300 to 10,000 square feet of commercial use		
⁽²⁾ Seven or more dwelling units or more than 10,000 square feet of commercial use.		

B. Method of adoption.

1. The following shall be adopted by ordinance:

- a. Amendment, change, or supplement to the Comprehensive Plan;
- b. Amendments to the Unified Land Development Code;
- c. Amendments to the Zoning Map and to the actual list of permitted, conditions, or prohibited uses within a zoning category.

2. The following shall be adopted by resolution:

- a. Variances;
- b. Use exceptions and other applications for development approval;
- c. Appeals of an administrative decision.

C. Testimony.

Witnesses desiring to make a statement of fact at a public hearing shall be sworn and give testimony under oath; otherwise, statements shall be considered a matter of opinion only. The Planning and Zoning Board or Village Commission may require attendance of witnesses at a public hearing.

§ 4.5 Procedure for appealing an administrative decision.

A. Any person aggrieved by an order, requirement, decision, or determination relative to these regulations by an administrative official may petition the Village Commission for relief following a recommendation by the Planning & Zoning Board. The petition shall be in a form approved by the Village Attorney, and all properties described in one application must be contiguous.

B. A grant of relief on appeals of administration decisions shall avoid spot zoning.

C. The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

§ 4.6 Exhaustion of remedies; court review.

A. No person aggrieved by any zoning resolution order, requirement, decision, or determination of an administrative official or by any decision of the Planning and Zoning Board may apply to the court for relief unless he has first exhausted the remedies provided for herein and taken all available steps provided in this subchapter. It is the intention of the Village Commission that all steps provided by this subchapter shall be taken before any application is made to the court for relief; and no application shall be made to the court for relief except from resolution adopted by the Village Commission pursuant to this subchapter.

B. Zoning resolutions of the Village Commission shall be reviewed by the filing of a petition for writ of certiorari in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida, in accordance with the procedure and within the time provided by the Florida Appellate Rules for the review of the rulings of any commission or board. Such time shall commence to run from the date the zoning resolution sought to be reviewed is transmitted to the Village Clerk. For the purposes of a certiorari the Village Clerk shall make available for public inspection and copying, the record upon which each final decision of the Village Commission is based; however, the Village Clerk shall make a reasonable charge commensurate with the cost in the event the Village is able to and does furnish copies of all or any portion of the record. Prior to certifying a copy of any record or portion thereof, the Village Clerk or her designee shall make all necessary corrections in order that the copy is a true and correct copy of the record, or those portions requested, and shall make a charge as provided.

§ 4.7 Enforcement.

- A. It shall be the duty of the Building Official, Plan Examiner, and Code Enforcement Officer to enforce the provisions of these regulations, and to refuse to issue any permit for any building or for the use of any premises, which would violate any of the provisions of these regulations. It shall also be the duty of all officers and employees of the Village and especially all members of the Police Department, to assist by reporting to the Village Manager any apparent violation in new construction, reconstruction, or land use.
- B. For the purpose of inspection, the Building Official and Code Enforcement Officer or their authorized representatives shall have free access to materials and work at all times and shall have the power to stop work pending investigation as to materials, work, grades, use, and other provisions of these regulations.
- C. The Building Official, Plan Examiner, and Code Enforcement Officer are authorized, where deemed necessary for enforcement of these regulations, to request the execution of an agreement for recording.
- D. In case any building is erected, constructed, reconstructed, altered, repaired, or converted, or any building or land is used in violation of these regulations, the Building Official and Code Enforcement Officer is authorized and directed to institute any appropriate legal action to put an end to such violation.

§ 4.8 Penalties and remedies for violations.

Any person or corporation who violates any of the provisions of these regulations or fails to comply therewith or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, shall be guilty of a misdemeanor and may be punished by the maximum penalty permitted under §10.99. Each day such violation shall be permitted to exist shall constitute a separate offense. The owner or owners of any building or premises, or part thereof, where anything in violation of these regulations shall be placed or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith who has assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction shall be fined as hereinbefore provided and according to a schedule adopted by the Village Commission.

DIVISION 2, COMMISSION, BOARD, AND ADMINISTRATIVE OFFICIALS

§ 4.9 Village Commission.

A. Powers and duties.

In addition to any authority granted to the Village Commissioners by state law or Village ordinance, the Village Commissioners shall have the following powers and duties:

1. Enter into development agreements, as provided by state law.
2. Approve final plats prior to recording.
3. Adopt and/or amend the North Bay Village Comprehensive Plan.

4. Initiate, review, and adopt amendments to the Unified Land Development Code of North Bay Village and the North Bay Village Code of Ordinances.
5. Approve variances to Unified Land Development Code of North Bay Village.
6. Take such other action as the Commissioners may deem necessary to implement the provisions of the Unified Land Development Code and the Comprehensive Plan.

B. Action by Village Commission.

1. Before action is taken by the Village Commission on any petition the Commission shall consider the recommendations and reports of the Planning and Zoning Board and of the Building Official and Plan Examiner.
2. If an application is before the Village Commission pursuant to this section, accompanied by a Planning and Zoning Board recommendation, the Commission shall have authority to consider and take final action upon any and all matters and requests contained in the application.
3. If the Planning and Zoning Board recommends, after a public hearing as described above, that the proposed amendment, supplement, change, variance, or use exception be disapproved by a unanimous vote of the full Planning and Zoning Board, such amendment, supplement, change, variance, or use exception shall not become effective except by a favorable vote of at least 4/5 of all of the members of the Village Commission.
4. In making any final decision, the Commission shall be guided by these regulations and the purposes thereof stated in § 1.5, and by sound comprehensive planning and zoning principles, and may take any action within the confines of such guides and standards.
5. The action of the Commission may impose conditions or be more restrictive than any petition being considered.
6. No further variances may be granted without prior notice and hearing before the Planning and Zoning Board.
7. When any final action has been taken by the Village Commission, its record together with a certified copy of its minutes and the motion pertaining to such action shall be transmitted to the Building Official and Plan Examiner, and shall be open to the public for inspection during the normal hours of business for Village Hall.
8. At maximum intervals of five years, review the recommendations of the Planning & Zoning Board in regard to their review of the provisions of the Unified Land Development Code, the Comprehensive Plan and land use maps and the Zoning District Map, and adopt the necessary revisions.

C. Quorum.

A majority of the members of the Village Commission constitutes a quorum. Except in the case of an emergency ordinance, which requires four affirmative votes, an affirmative vote of a majority of a quorum present shall be necessary to enact the ordinance.

§ 4.10 Planning and Zoning Board.

A. Establishment and purpose.

The Planning and Zoning Board has been created to recommend to the Village Commission on all matters within the general purview of planning, zoning and development. This authority and duty includes the following:

1. Consider and recommend to the Village Commission as to all petitions for amendments, changes, or supplements to this code, special exceptions, or variances thereto.
2. Consider and recommend to the Village Commission as to all petitions for changes in the district boundaries of the land use maps in the Comprehensive Plan.
3. Prepare, or recommend, special studies on the location, adequacy, and conditions of specific facilities in North Bay Village, including, for example, studies on recreational facilities, historic buildings, etc.
4. Review and recommend to the Village Commission upon all petitions for development orders. In reviewing site plans for development, the Planning and Zoning Board must consider and abide by the provisions of Chapter 155 of the North Bay Village Code of Ordinances currently in effect.
5. Review and recommend whether specified proposed development conforms to the objectives and policies of the North Bay Village Comprehensive Plan.
6. Conduct such hearings as may be required to gather information to render decisions or make recommendations to the Village Commission.
7. At maximum intervals of five years, review the provisions of the Unified Land Development Code, the Comprehensive Plan and land use maps and the Zoning District Map, and forward the results of the review to the Village Commission at a public meeting.

B. Officers.

1. The members of the board shall elect annually, by majority vote, a chair and vice-chair from among its members. The chair shall be the presiding officer; the vice-chair shall preside in the absence or disqualification of the chair.
2. The Village Manager will provide secretarial staff to the board as needed. Professional service advisors may be utilized as determined by the Village Commission.
3. The Mayor and Village Manager shall serve as ex-officio members; however, their participation shall be limited to discussion only. They may not vote or otherwise participate in making recommendations to the Village Commission.

C. Board membership.

1. General requirements for membership and election of office for the Planning and Zoning Board are described below.
2. Membership of the board will consist of five members to be appointed by the Village Commission. Members shall be appointed for a term of two years, coinciding with the term of office of Village Commissioners.
3. The members shall be qualified electors of the Village as defined in the Village Charter.
4. The members shall be, and shall remain during their respective terms of office, residents of the

Village. When a seat becomes vacant on the board, a successor shall be appointed by the Commission to fill the unexpired term.

5. The Village Commission can remove any member from the Planning and Zoning Board by majority vote of the Commission.

D. Meetings.

The Planning and Zoning Board shall hold regular monthly meetings and may hold special meetings at any other time. Special meetings shall be held on written request of the chairman and notices shall be mailed three days prior to the special meeting. In the event the chairman fails to call a special meeting, upon request of any board member, a special meeting shall be held upon written call of two other members of the board, notices shall be mailed three days prior to the called meeting.

E. Quorum and voting.

The presence of three members constitutes a quorum. A majority vote of the board shall be required on all decisions and recommendations to be made to the Village Commission.

F. Authority, duties and decisions.

1. The Planning and Zoning Board as established in § 32.30 through § 32.34 shall have the authority and duty to consider, act upon, and recommend to the Village Commission as to all petitions for amendments, changes, or supplements to these regulations; variances or special exceptions thereto; changes in the district boundaries of the Zoning District Map; petitions appealing an administrative decision and amendments to the Comprehensive Plan. The board shall also have the power to study and recommend to the Village Commission on all matters within the general purview of Comprehensive Planning and zoning.

2. Periodic review.

It shall also be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of these regulations, the Comprehensive Plan, and the Zoning District Map to offer recommendations for the improvement thereof to the Village Commission. At maximum intervals of five years, these regulations, the Comprehensive Plan, and the Zoning District Map shall also be subject to a comprehensive review and a report thereof, with recommendations submitted jointly by the Planning and Zoning Board and the Village Attorney, and shall be presented to the Village Commission at a public meeting.

3. Decisions.

- a. All recommendations of the Planning and Zoning Board shall be made by motion at a public hearing of the board. Any member who has a special financial interest, direct or indirect, shall make that interest known and shall abstain from participation therein in any manner. Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the Village Commission. No action shall be taken without a quorum, and majority vote of those present shall prevail.

- b. The Village Clerk shall forward copies of all petitions to the Planning and Zoning Board, at least two weeks prior to the public hearing called for any such petition. The Planning and Zoning Board, or any of its members, may inspect the premises and area under consideration. Prior to making its recommendation the board shall consider the written recommendations thereon of the Building Official and Plan Examiner.
- c. After the public hearing, the report and recommendation of the Planning and Zoning Board shall be transmitted in writing to the Village Commission as a part of the record. The report of the Planning and Zoning Board shall include a recommendation on each and every request by the petitioner, but shall not be necessarily limited by the scope of the petition.

§ 4.11 Code Enforcement. [REFER TO CHAPTER 153]

§ 4.12 Village Manager.

The Village Manager is designated as the appointing manager of each of the Village's departments and serves as an ex-officio member of the Planning and Zoning Board.

§ 4.13 Planning and Zoning Official.

The Planning and Zoning Official shall serve as head of the planning and zoning department. As such, his duties shall include the following:

1. Oversee the appropriate application of the provisions of this code and county and state laws as they pertain to this code.
2. Receive all applications for development orders and development permits, review them for completeness, and initiate processing procedures.
3. Ensure that a concurrency evaluation, when necessary, is conducted as part of the processing of each request for development permit and that the results of the evaluation are made a part of the application.
4. Assist the Village Commission and Planning and Zoning Board through staff reports and recommendations regarding applications for development orders, permits, and amendments to the Comprehensive Plan and Unified Land Development Code.
5. Ensure appropriate interdepartmental coordination regarding the review and approval of tentative and final plats, final development orders, and final development permits.

§ 4.14 Building Official.

The building official shall serve as head of the building department. As such, his duties shall include overseeing the appropriate application of the provisions of the building code and county and state laws as they pertain to the building code. the following:

DIVISION 3, AMENDMENTS AND CHANGES TO UNIFIED LAND DEVELOPMENT CODE AND COMPREHENSIVE PLAN

§ 4.15 Amendments in general.

A. General.

The Village Commission may, from time to time, after public hearings before the Planning and Zoning Board and the Village Commission, amend or change the Comprehensive Plan, the district boundaries of the Zoning District Map, or the regulations established herein. Such amendments or changes shall be in general accord with sound principles of planning and zoning and with the purpose of these regulations.

B. Process.

1. Any person may apply to the Village to amend the Comprehensive Plan or this Unified Land Development Code.
2. When an application for an amendment is received, it shall be forwarded to the Planning and Zoning Board for its recommendation at least ten days prior to the public hearing at which it will be heard.
3. The Planning and Zoning Official will forward his comments to the Planning and Zoning Board prior to the hearing.
4. The hearing by the Planning and Zoning Board on an amendment to the Comprehensive Plan shall be held as provided in Sections 4.16.B or 4.16.C as applicable and 4.16.D
5. After the hearing, the report and recommendation of the Planning and Zoning Board will be transmitted to the Village Commission.

§ 4.16 Amendments to the Comprehensive Plan.

A. Generally.

Amendments to the Village's Comprehensive Plan shall be undertaken only in accordance with the provisions for such amendments as set forth in Section 163.3184 Florida Statutes (Community Planning Act).

B. Village initiated changes.

1. The Village Commission may initiate amendments to the Comprehensive Plan pursuant to the provisions of Section 163.3184, Florida Statutes.
2. Approval of any change to the Comprehensive Plan shall require the affirmative vote of a majority of the members of the Village Commission present.

C. Property owner-initiated changes.

1. Changes involving land use boundaries or categories.
 - a. A request, by a duly certified property owner or his agent, for a change in land use category or boundaries shall be considered only if owners of at least 51 percent of the property involved in the requested change submit to the Village clerk a duly signed and notarized petition accompanied by the proper fee.

b. The Planning and Zoning Official will review the application for the requested change in land use boundary or category and make a determination whether or not the requested change qualifies as a small scale development activity plan amendment under the provisions set forth in Section 163.3187(1), Florida Statutes.

(1) If the requested change qualifies as a small scale development activity plan amendment under the provisions of Section 163.3187(1), Florida Statutes the Village Clerk will schedule the first required public hearing before the Planning and Zoning Board, acting as the Local Planning Agency, to be held not more than 60 days after the application submission is found to be complete. The Local Planning Agency shall make a recommendation to the Village Commission. Thereafter, the Village shall conduct the amendment process as provided for under the provisions of the Community Planning Act.

(2) If the requested change does not qualify as a small scale development activity plan amendment under the provisions of Section 163.3187(1), Florida Statutes the Planning and Zoning Official will so notify the applicant and the Village Clerk will schedule the first required public hearing before the Planning and Zoning Board, acting as the Local Planning Agency, to be held not more than 60 days after the application submission is found to be complete. Thereafter, the Village shall conduct the amendment process as provided for under the provisions of the Community Planning Act governing the Expedited State Review Process.

c. Approval of any change in a land use category or boundary shall require the affirmative vote of a majority of the members of the Village Commission present.

d. Reapplication.

No property owner application for amendment to the Comprehensive Plan involving changes of land use boundaries or categories shall be filed less than one year after the date of disapproval by the Village Commission or conclusion of an appeal, whichever is later, of an application involving the same land or any portion thereof.

2. *Changes to the Comprehensive Plan not involving land use categories or boundaries.*

a. Any resident of the Village may request an amendment, not involving land use categories or boundaries, to the Comprehensive Plan.

b. Such requests shall be submitted, in writing, to the Village Clerk, accompanied by the reasoning and benefits expected to accrue to the Village as a result of the proposed change.

c. The Village Clerk shall forward the request to the Village Commission for its consideration.

d. If the Village Commission determines that the proposal warrants further consideration, it will schedule the proposal for consideration.

e. Approval of any change to the Comprehensive Plan shall require the affirmative vote of a majority of the members of the Village Commission present.

D. *Public hearings.*

Public hearings conducted to consider amendments to the Comprehensive Plan shall, at a minimum:

1. Comply with the requirements of state law.

2. Permit any person to submit written recommendations and comments before or during the hearing.
3. Permit a reasonable opportunity for interested persons to make oral statements.

E. Expiration of application.

A property owner initiated application to amend the Comprehensive Plan shall expire 180 days after written notice has been served by the Planning and Zoning Official to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the Village with the requested information, has not provided evidence to the Village that he/she has undertaken the specific action(s) set forth in the written notice, or has not requested, in writing, an extension.

§ 4.17 Amendments to the Unified-Land Development Code.

A. Spot zoning.

1. Prohibited.

Spot zoning shall be prohibited with regard to all amendments or changes in the district boundaries of the Zoning District Map or these regulations.

2. Defined.

Spot zoning, for the purposes of these regulations, is defined as having one or more of the characteristics set forth in subsections a – c.

a. Individuals seeking to have property rezoned for their private use, with the application showing little or no evidence of one or more of the following:

- (1) consideration of the general welfare of the public;
- (2) the effect on the surrounding property (including adequate buffers);
- (3) whether all uses permitted in the classification sought are appropriate to the location proposed;
- (4) or conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic);

b. The proposed change is not in conformity with the Comprehensive Plan.

c. The proposed rezoning would grant privileges not generally extended to property similarly located in the area.

B. Amendments rezoning property or substantially changing the uses permitted in zoning districts.

1. Conditions for approval. No proposed zoning amendment shall be approved unless:

- a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an

individual or small group of people.

- c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).
 - d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.
 - e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.
2. Reconsideration of district boundary changes. When a proposed change in district boundaries has been acted upon by the Village Commission and disapproved or failed of passage, such proposed change, in the same or substantially similar form, shall not be reconsidered by the Village Commission for a period of at least six months following the date of such action.

C. Amendments that do not rezone property or substantially change uses permitted in zoning districts.

Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan.

CHAPTER 5, PERMITS AND DEVELOPMENT APPROVALS

§ 5.1 - Purpose and intent.

The purpose of this chapter is to set forth the application and review procedures required to obtain development orders and certain types of permits; to establish regulations, procedures and standards for review and approval of all proposed development in the Village and to adopt a development review process that is efficient in terms of time and expense; effective in addressing the natural resource and public facility implications of proposed development; and, equitable with regard to established regulations and procedures, respect the rights of property owners and consideration of the interest of the citizens of the Village.

§ 5.2 - Development permit required.

No development allowed by this Code, as more fully referred to in Section 5.3, including accessory and temporary uses, shall be established or changed, no structure shall be erected, constructed, reconstructed, altered, or moved and no building used, occupied, or altered with respect to its use after the effective date of adoption of this Unified Land Development Code until there is on file in the Village an approved development order for said action. Nothing herein shall relieve any applicant of the additional responsibility of obtaining any permit(s) required by any applicable statute, ordinance, or regulation in compliance with all of the terms of this Unified Land Development Code or any other applicable laws.

DIVISION I, PROCEDURES FOR OBTAINING DEVELOPMENT ORDERS

§ 5.3 – Application required.

Application for any development order shall be made in writing on the appropriate form obtained from the Village Clerk and shall be made by the owner(s) of the property for which the action is being requested or by his authorized agent.

§ 5.4 – Designation as minor or major development.

At the time the owner or his agent requests an application for development order, the department shall determine whether the proposed project constitutes a minor development 1, minor development 2, or major development.

A. Minor development 1.

1. A development will be designated a minor development 1 if it contains two (2) or fewer dwelling units or not more than 299 square feet of commercial use.
2. Minor development 1 projects will be reviewed and approved administratively by the Building Official.

B. Minor development 2.

1. A development will be designated a minor development 2 if it contains from three (3) to six (6) dwelling units or from 300 to 10,000 square feet of commercial use.
2. Minor development 2 projects will be heard at public hearings before the Planning and Zoning Board and the Village Commission.

C. Major development.

1. A development shall be designated as a major development if it contains seven (7) or more dwelling units or more than 10,000 square feet of commercial use.
2. Major development projects will be heard at public hearings before the Planning and Zoning Board and the Village Commission.

§ 5.5 – Basic application requirements for all developments.

Five (5) copies of the following basic materials shall be submitted before any application for a development order shall be considered complete.

- A. The Village's standard application forms, completed, signed by all property owners or their designated agents, and notarized. In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.
- B. A survey at a scale of not less than one inch equals 40 feet, prepared by a registered land surveyor and not more than one year old and including the legal description of the property, all easements, and rights-of-way.
- C. Except for a single-family residence, a site plan to include physical features in or adjoining the site, proposed driveways, alleys, off street parking and loading areas, storm drainage, sanitary sewer facilities, and lighting systems.
- D. Preliminary floor plans and elevations of proposed buildings at not less than 1/16 inch scale.
- E. Location, height, and type of all proposed buildings, walls, signs, landscaping, and open space. Tabular project summary including total acreage, project density and floor area ratio (FAR) lot coverage, open space, and number of parking spaces. If variances are being requested, the extent of these variances from requirements shall be noted.
- F. Level of service assessment (See Division 2, Sections 5.17 through 5.20).
- G. Filing fees. See Section 5.12 for copy of fee schedule.

§ 5.6 –Major development application requirements.

In addition to the basic application requirements of Section 5.5, five (5) copies of the following may be required to accompany an application for a major development permit:

- A. Development impact study which shall demonstrate whether the impact of the proposed

development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the Village.

B. Description of the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's Comprehensive Plan.

C. Listing of any special permits, variance, or exemptions from the zoning ordinance or any other Village ordinance that may be required.

§ 5.7 – Review of development plan.

A. Within fifteen (15) working days of receipt of a petition for development plan approval the building official shall:

1. Determine whether or not the information is complete and if incomplete inform the applicant in writing of the deficiencies. The applicant may submit an amended plan within ten days without payment of a reapplication fee.
2. Determine that the petition is complete.
 - a. If the petition is for a minor development, approve or disapprove the application.
 - b. If for a major development, proceed with the following procedures.

B. Prepare a written report setting forth the factual conclusions and:

1. Recommend that the petition be approved.
2. Recommend that the proposed development permit be denied; or
3. Recommend that the petition be denied unless specific modifications are made. The modifications shall be described in sufficient detail and exactness to allow the Applicant to amend his request accordingly.

§ 5.8 – Site plan review, site plan and model required.

A. Site plan and model required.

For any proposed development or redevelopment within the Village other than a single-family residence, a site plan and a computer model, or an architectural model built to scale, shall be furnished to the Village Manager, or his/her designee. Within ten (10) days prior to the Planning and Zoning Board public hearing, the applicant shall make available for view a computer model or an architectural model and photographs depicting same. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the Village Commission. The photographs depicting the model and any computer model shall become part of the public records. Any computer or architectural model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that no setback for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.

B. Site plan requirements.

Approval of the site plan shall meet the requirements of Section 8.10.D.4. The site plan shall include but not be necessarily limited to the following material, including conformance with all State laws and those of Dade County.

1. The title of the proposed project and the name of the site planner, engineer, architect, landscape architect, developer, and owner.
2. The north point, scale (1/16 inch to the foot, or larger), and date of preparation of the site plan.
3. Existing and proposed zoning district boundaries.
4. Existing easements (with the ownerships thereof noted on the plan), property lines, streets, buildings, and other physical features in or adjoining the project.
5. Proposed streets, alleys, driveways, walkways, curb cuts, off-street parking spaces, loading areas, outdoor lighting systems, storm drainage, and sanitary sewer facilities.
6. Preliminary floor plans of typical floors and elevations of any proposed building according to a 1/16 inch scale.
7. Location, height, and type of all proposed buildings, structures, uses, signs, fences, walls, landscaping, and open space.
8. Tabular project summary, indicating the total acreage, plot area density, lot coverage, open space, and off-street parking spaces. If variances are being sought, the extent of those variances from the requirements of this chapter shall be included within the tabular summary.
9. Review by Planning and Zoning Board and Village Commission.
 - a. Site plans for a building or buildings which contain more than two (2) dwelling units, or more than 299 square feet of commercial or office space shall be reviewed by the Planning and Zoning Board and the Village Commission.
 - b. In reviewing site plans for development, the Planning and Zoning Board and the Village Commission must consider and abide by the provisions of chapter 155 of the North Bay Village Code of Ordinances currently in effect.
 - c. The review by the Planning and Zoning Board and Village Commission shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the Village and the Florida Building Code; and that the proposed development or redevelopment has a design and arrangement which:
 - (1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.
 - (2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.
 - (3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.
 - (4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.
 - d. The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit.

- e. Requests for variances shall require a separate public hearing.

§ 5.9 – Administrative approval of site plan modification.

- A. An amendment to a site plan that has been approved by the Planning and Zoning Board and the Village Commission pursuant to § 4.2 and § 5.8 may be approved by the Village Manager upon recommendation of the Village Planning and Zoning Official without further review or approval by any such body, as follows:
 - 1. Any modification to the overall combination of unit types within the building(s) shown on the approved site plan or any increase in the total number of units, provided that the additional total number of units does not exceed five percent of the total number of dwelling units of the approved site plan and the resulting total number of units does not exceed the allowable density under the North Bay Village's Unified Land Development Code.
 - 2. Any modification to increase the size of any units shown on the approved site plan provided that the modification is consistent and is not in violation of the North Bay Village's Unified Land Development Code. Further, the total floor area for the site plan modification shall not exceed ten percent of the approved site plan after deducting any increase in total floor area directly attributed to bringing unit sizes into compliance with the current minimum unit size set forth in the North Bay Village's Unified Land Development Code. Any increase in the number or in the size of units will be subject to review in order to determine if concurrency requirements are met.
 - 3. Any modification to increase or decrease the floor-to-ceiling dimensions of any individual floor within the approved site plan, provided that the modification complies with the North Bay Village's Unified Land Development Code and does not result in a modification of the number of floors for the approved site plan.
 - 4. Any modification to increase or decrease the number of parking spaces within the approved site plan made in order to conform off-street parking of the approved site plan to any modification of a nature described in subparagraphs A.1 or A.2, preceding, provided that the modification shall be substantially consistent with the approved site plan and not in violation of the North Bay Village's Land Development Code or any applicable state or federal law.
 - 5. Any modification to the footprint of any building shown on the approved site plan provided that the modification does not change the generalized location of the building(s) shown on the approved site plan nor conflict with buffering requirements and is not in violation of the North Bay Village's Code of Ordinances.
- B. Any modifications approved by the Village Manager upon recommendation of the Village Planning and Zoning Official pursuant to Section 5.9 shall be subject to the following limitations:
 - 1. Any modification to an approved site plan not expressly authorized under § 5.9 shall require review and approval in accordance with the requirements and procedures for review and approval of a new site plan, as set forth in Section 5.8.
 - 2. Modifications to an approved site plan approved pursuant to Section 5.9 shall take effect upon approval by the Village Manager, upon recommendation of the Village Planning and Zoning Official.
- C. Courtesy notification of approved site plan modification review will be given to property owners subject to the requirements of Section 4.4.A, hearing and notices, of the North Bay Village's Unified

Land Development Code.

§ 5.10 – Expiration of site plan approval.

Site plans approved in accordance with these regulations shall expire two (2) years following final approval by the Village Commission unless otherwise approved by development order. Such site plans may be granted no more than two (2) one-year renewals subject to approval by the Village Commission. To avoid expiration of the site plans the applicant must apply for a full building permit within the time frames set forth above.

§ 5.11 – Building permits.

While both development permits and development orders are considered development orders by state law, building permits are distinguished in this Code as approvals for actual construction or installation.

A. Authority.7.1

The South Florida Building Code has been adopted by North Bay Village as the "Building Code of North Bay Village." All applications for building permits shall be submitted to and processed by the Building Official.

B. Requirements and conditions.

The following requirements shall be met prior to the processing of any application for a building permit.

1. All petitions must be accompanied by two sets of plans and specifications prepared in accordance with the requirements of the South Florida Building Code. The plans must include a survey prepared by a registered land surveyor.
2. Petitions must include a level of service assessment (see § 5.18).
3. Petitions for development or redevelopment other than for a single-family residence must contain a site plan which contains:
 - a. Existing and proposed future land use and zoning district boundaries.
 - b. Existing easements and all physical features in or adjoining the project.
 - c. Proposed streets, alleys, curb cuts, off-street parking spaces, loading areas, outdoor lighting, storm drainage, and sanitary sewer facilities.
 - d. Tabular project summary indicating lot area, building area, density, and off-street parking spaces.
 - e. Location, type, height of all proposed buildings, signs, fences, landscaping, and open space.
 - f. Petitions must be accompanied by the appropriate filing fee as set forth in Section 5.12.

§ 5.12 – Filing fees, charges for consultant services, and escrow account.

A. Consultants.

1. The Village Manager and/or his/her designee as part of the review of any development application presented to the Village, may refer any such application to such engineering.

planning, legal, technical, environmental, or other professional(s) consultants employed or retained by the Village ("consultant(s)") as the manager shall deem reasonably necessary to enable him/her to review such application as required by law.

2. Charges made by such consultants shall be made in accordance with the charges customarily made for such services in Miami-Dade County, and pursuant to an existing contractual agreement by and between the Village and the consultant.
3. The consultant's services shall be charged at the hourly rates specified in the particular consultant's agreement with the Village. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery deposit.

B. Cost recovery established.

1. The applicant shall reimburse the Village for the actual cost of Consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.
2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code.

C. Cost recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.
2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.
3. When the balance in the Village's cost recovery escrow account is reduced to one-half (½) of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village may shall suspend its review of the application and the application shall be deemed withdrawn.
4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3, a resubmission fee shall be paid and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.
5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

D. Review of consultant's charges. Upon a determination by the Village Manager or his/her designee that there has been a miscalculation concerning a consultant's fees, the Village Manager or his/her designee is authorized to review the charges and issue a credit or refund a portion of the cost recovery deposit.

E. Schedule of fees and cost recovery deposits. No new development application shall be accepted and no building permit or certificate of occupancy shall be issued for any property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full. All fees and cost recovery deposits shall be paid according to the development approval fee and cost recovery deposit schedule below:

Development Approval Fee and Cost Recovery Deposit Schedule

<u>Type of Request</u>	<u>Filing Fee</u>	<u>Cost Recovery Deposit*</u>
<u>Amendments</u>		
Comprehensive Plan Text Amendment	\$2,000	\$10,000
Comprehensive Plan Future Land Use Map Amendment	\$2,000	\$10,000
Zoning Map Amendment	\$2,000	\$10,000
Unified Land Development Code Amendment	\$2,000	\$10,000
<u>Site Plan Review</u>		
Single Family Residential and Existing Non-Residential	\$1,000	\$2,000
Multifamily Residential and New Non-Residential - Base Fee**	\$1,000	\$6,000
Multifamily Residential with 2-19 Dwelling Units - Additional Fee	\$900	
Multifamily Residential with 20-100 Dwelling Units - Additional Fee	\$1,500	
Multifamily Residential with 101-199 Dwelling Units - Additional Fee	\$2,500	
Multifamily Residential with 200 or more Dwelling Units - Additional Fee	\$3,500	
Non-Residential 399 Square Feet and Under - Additional Fee	\$700	
Non-Residential 400-19,999 Square Feet - Additional Fee	\$1,100	
Non-Residential 20,000-99,999 Square Feet and Under - Additional Fee	\$2,500	
Non-Residential 100,000 Square Feet and Over - Additional Fee	\$3,500	
<u>Site Plan Modification</u>		
Single Family Residential and Existing Non-Residential	\$1,000	\$2,000
Multifamily Residential and New Non-Residential	\$1,000	\$6,000
<u>Administrative Site Plan Modification (no commission review)</u>		
Single Family Residential and Existing Non-Residential	\$600	\$1,000
Multifamily Residential and New Non-Residential	\$600	\$4,000
<u>Variances (per variance)</u>		
Single Family Residential and Existing Non-Residential	\$200	\$1,000
Multifamily Residential and New Non-Residential	\$600	\$2,000
Sign Variance	\$600	\$2,000
Alcoholic Beverage Sales Variance	\$600	\$2,000
<u>Use Exceptions</u>		
Single Family Residential and Existing Non-Residential	\$600	\$2,000
Multifamily Residential and New Non-Residential	\$600	\$4,000
<u>Renewals of Site Plans, Variances, and Use Exceptions</u>		
Single Family Residential and Existing Non-Residential	50% of original filing fee	\$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	\$2,000
<u>Other Requests</u>		
Dock Waiver	\$300	\$2,000
Appeal of Administrative Decision	\$600	\$2,000

Plat	\$1,000	\$10,000
Waiver of Plat	\$1,000	\$4,000
*The applicant is responsible for the actual cost of professional review services including but not limited to: engineering, planning, legal, technical, environmental, etc. These review costs shall be deducted from the cost recovery deposit. Depending on the level of expenses, the applicant shall be required to replenish the cost recovery deposit or if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant.		
** Add base fee to the appropriate additional fee for the total filing fee.		
Note: In addition to application fees and cost recovery deposits, advertising and mailing costs shall be paid by the applicant separately.		

F. Additional review fees. The following fees are required as part of the review process in addition to required filing fees and cost recovery deposits:

1. Advertising; and
2. Mailing costs.

G. Subsequent review and resubmission fees.

1. A resubmission fee shall be required to be submitted by the applicant as specified in this section.
2. If an application is deemed incomplete, is withdrawn prior to the hearing by the board or commission, is deemed withdrawn for failure to respond to a request for information necessary for review, or suspended for nonpayment of required additional cost recovery fees within the required timeframe, any subsequent submission shall be accompanied by a resubmission fee of 50 percent of the original application filing fee.
3. Should the project be substantially changed or modified so that, in the opinion of the Village Manager or his/her designee it represents a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

H. Refund.

1. Fees. All fees shall be deemed nonrefundable unless the refund request has been received prior to administrative review or public advertisement.
2. Cost recovery escrow account. Upon final approval or denial of an application, expiration of any applicable appeal period, and payment of all consultant charges, the Village shall refund to the applicant any funds remaining in the cost recovery escrow account.

§ 5.13 – Fees for copies of records.

The Village Clerk shall charge and collect fees for furnishing copies of plans, permits, and other records to the public, in accordance with a fee schedule established by the Village Manager.

§ 5.14 – Errors, violations, and permits erroneously issued.

- A. The issuance or granting of a permit or approval of plans or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this ULDC. No permit presuming to give the authority to violate or cancel the provisions of this ULDC shall be valid except insofar as the work or use which it authorizes is lawful.
- B. The issuance of a permit upon plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in the plans and specifications or from preventing building operations being carried on there under when in violation of this ULDC, or any ordinance of the Village.
- C. When permits are issued through administrative error, it shall be called to the attention of the permit holder as soon as it is discovered. The situation shall be voluntarily corrected by the permit holder to the satisfaction of the Village Administration. In the event of an unresolved dispute between the permit holder and the Administration, the permit holder shall have the right to an administrative appeal according to the procedures set forth in Section 4.5.

§ 5.15 – Certificates of occupancy.

- A. No premises shall be used and no building hereafter erected or structurally altered shall be used, occupied, or changed in use until a certificate of occupancy and compliance has been issued by the Building Official stating that the building or premises complies with the South Florida Building Code and the provisions of these regulations. In the event there is a question as to the nature or legality of a use, the Building Official shall require affidavits and such other information as he may deem appropriate or necessary to establish the nature and legality of the use before issuance of a certificate of occupancy.
- B. No permanent or final electrical service will be permitted until a final certificate of occupancy has been issued.
- C. Whenever a request has been made to the Building Official for the issuance of a certificate of occupancy, it shall be accompanied by a certificate of compliance consisting of affidavits from the building contractor (or owner-builder) responsible for the building and the architect or engineer whose seal appeared on the original and all supplementary plans filed in support of the application. The affidavits by the architect or engineer and the building contractor (or owner-builder), respectively, shall state affirmatively that the plans and specifications and all changes thereto are in compliance with, and that the buildings or structures have been substantially completed in accordance with, the South Florida Building Code and this chapter or any variance thereto lawfully granted by the Village Commission.
- D. Temporary certificates of occupancy may be issued for commercial or multi-family structures for purposes of testing. No temporary certificate of occupancy may be issued for a single-family residence. No occupancy of a single family residence shall be permitted until a final certificate of occupancy has been issued.

- E. The Building Official shall not issue any certificate of occupancy for any new or remodeled or otherwise structurally altered building without first receiving the certificate of compliance as set forth in subparagraph C, above. Upon the receipt of the certificate of compliance, it shall be examined by the Building Official.
- F. Following a physical examination by the Building Official, determination of compliance with all applicable codes and ordinances, and conditioned upon his written certification of the accuracy of the information contained in the affidavit supporting the certificate of compliance, the Building Official shall issue a certificate of occupancy.
- G. Any person submitting false information by affidavit in support of a certificate of compliance may receive the maximum punishment as provided by the Village Charter. Any certificate of occupancy issued upon information supplied therein shall be subject to revocation.
- H. No final inspection shall be made nor shall any certificate of occupancy be issued until all fees and charges due to the Village pertaining to the property are fully paid.

§ 5.16 –VACATION OF STREETS, ALLEYS, EASEMENTS, AND PUBLIC RIGHTS-OF-WAY

A. Policy declaration.

The Village declares the following to be its general policy regarding vacation of streets, alleys, easements, and public rights-of-way. The vacation of streets, alleys, easements, and public rights-of-way shall be considered based primarily, but not exclusively, on the effect on utilities located in said right-of-ways, emergency services access, feasibility of road construction, access to lots abutting the vacation, area traffic patterns and adjacent landowners' input.

B. Vesting of title upon vacation.

Whenever any property has been conveyed to, or acquired by, the Village for use as a street, alley, easement, or public right-of-way, and thereafter is vacated, title to the lands included within such street, alley, easement, or public right-of-way, or so much thereof as may be vacated, shall vest, subject to the same encumbrances, liens, limitations, restrictions, and estates as the land to which it accrues, as follows:

1. In the event that a street, alley, easement, or public right-of-way, which constitutes the exterior boundary of a subdivision or other tract of land, is vacated, title to vacated property shall vest in the owners of the land abutting the vacated property at the time said property was acquired for public use, was a part of the subdivided land, or was a part of the adjacent land.
2. In the event that less than the entire width of a street, alley, easement, or public right-of-way is vacated, title to the vacated portion shall vest in the owners of the land abutting such vacated portion.
3. In the event that a street, alley, easement, or public right-of-way bounded by straight lines is vacated, title to vacated property shall vest in the owners of the abutting land, with each owner taking to the center of the street, alley, easement or public right-of-way, except as provided in subsections A. and B. of this section. In the event that the boundary lines of abutting lands do

not intersect the roadway at a right angle, the land included within such roadway shall vest as provided in subsection D. herein.

4. In all instances not specifically provided for, title to the vacated property shall vest in the owners of the abutting land, with each owner taking that portion of the vacated property to which his land or any part thereof is nearest in proximity.

5. No portion of a roadway, upon vacation, shall accrue to an abutting roadway.

C. Reservation of land for utility uses.

In the event of vacation, easements may be reserved for the continued use of existing sewer, gas, water or similar pipelines and appurtenances, for ditches, or drainage and appurtenances, and for electric, telephone, cable and similar lines and appurtenances.

D. Vacation to be accomplished by ordinance.

If the Village Commission approves an application for a vacation, the actual vacation of any property within a street, alley, easement, or public right-of-way within the Village shall be accomplished by ordinance.

E. Recordation of vacation ordinance.

Any ordinance for vacation of any street, alley, easement or public right-of-way, once duly passed and effective, shall be recorded or caused to be recorded by the Village in the official records of Miami-Dade County. The vacation shall not be effective until such recording has been completed and the applicant who initially requested the vacation has reimbursed the Village for its recording costs and fees. No permits shall be issued until such time as the recordation of the vacation has been completed.

F. Reapplication.

No application for a vacation of streets, alleys, easements, or public rights-of-way shall be filed less than one year after the date of disapproval by the Village Commission or conclusion of an appeal, whichever is later, of an application for vacation involving the same land, easement or right-of-way or any portion thereof.

G. Expiration of application.

An application for the vacation of a street, alley, easement or public right-of-way shall expire 180 days after written notice has been served by the Building Official to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the Village with the requested information; has not provided evidence to the Village that he/she has undertaken the specific action(s) set forth in the written notice; or has not requested, in writing, an extension.

DIVISION 2, CONSISTENCY AND CONCURRENCY DETERMINATIONS

§ 5.17 – Consistency with North Bay Village Comprehensive Plan.

- A. No development activity may be approved unless it is found that the development is consistent with the density and intensity requirements in the Village's Comprehensive Plan; meets the criteria contained in the Comprehensive Plan; and that those public services and facilities addressed in the Comprehensive Plan will be available at the prescribed levels of service (LOS) concurrent with the impact of the development on those services and facilities.
- B. If a development proposal is found to meet all the requirements of the ULDC it shall be presumed to be consistent with the Comprehensive Plan. If a question of consistency is raised, the Building Official shall make a determination of consistency or inconsistency and support the determination with written findings.

§ 5.18 – Level of service compliance requirements.

All applications for development orders shall be required to demonstrate that the proposed development does not degrade adopted levels of service in North Bay Village. A level of service assessment demonstrating that the proposed development will not degrade the adopted level of service by meeting one of the following general tests, shall accompany each request for development order or development permit approval:

- A. Capacity exists at the time of application to meet the service needs of the proposed development based upon the scheduled completion and occupancy, and based upon the standards described below.
- B. Capacity does not exist at the time of application, but shall exist at the time of completion and occupancy of the proposed development. Existence of capacity shall be ensured through one of the following:
1. Construction is underway to provide additional capacity and is scheduled for completion by or before scheduled occupancy of the development.
 2. Contracts are signed for construction to provide additional capacity on a schedule which provides capacity at the time of occupancy of the development.

§ 5.19 – Determining existing capacity.

For the purposes of these regulations, the available capacity of a facility shall be determined by:

- A. Adding together:
1. The total capacity of existing facilities operating at the required level of service; and
 2. The total capacity of new facilities that will come available concurrent with the impact of the development. The capacity of new facilities may be counted only if one or more of the following is shown:
 - a. Construction of the new facilities is under way at the time of application.

- b. The new facilities are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued.
- c. The new facilities have been included in the appropriate capital improvement program annual budget.
- d. The new facilities are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order pursuant to Chapter 380, Florida Statutes.

B. Subtracting from that number the sum of:

- 1. The demand for the service created by existing development; and
- 2. The new demand for the service that will be created concurrent with the impacts of the proposed development by the anticipated completion of other presently approved developments.

§ 5.20 - Burden of showing compliance.

The burden of showing compliance with level of service requirements shall be upon the developer. In order to be approvable, applications for development approval shall provide sufficient information showing compliance with these standards.

A. Potable water.

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the potable water sub-element of the North Bay Village Comprehensive Plan.

- 1. Minimum design flow: 120 gpd per capita
- 2. Pressure: To meet Dade County fire flow ordinance

B. Wastewater.

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for wastewater treatment as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan:

Minimum design flow: 110 gpd per capita

C. Transportation system.

- 1. Level of service.

New development shall not be approved unless there is sufficient available capacity to sustain the following level of service for transportation systems as established in the Transportation Element of the North Bay Village Comprehensive Plan:

Type of Facility Peak Hour Level of Service

<u>Arterial roadways</u>	<u>D</u>
<u>Collector roadways</u>	<u>D</u>
<u>Limited access roadways</u>	<u>D</u>

2. Determination of impact.

The projected level of service for arterials and collectors within the traffic shed shall be calculated based upon estimated trips to be generated by the project, or where applicable, the first phase of the project, and taking into consideration the impact of other approved but not completed developments within the projected area of impact. Information on committed development within the traffic shed shall be provided by the Village and/or county.

D. Drainage system.

No new development shall be approved unless there is sufficient available capacity to sustain a five year frequency storm event including retention or detention with filtration of the first inch of runoff, as established in the drainage subelement of the North Bay Village Comprehensive Plan.

E. Solid waste.

No new development shall be approved unless there is sufficient available capacity to sustain a level of service for solid waste of seven (7) pounds per capita per day as established in the solid waste subelement of the North Bay Village Comprehensive Plan

DIVISION 3, SUBDIVISION REGULATIONS

§ 5.21 –Purpose and intent.

The public health, safety, comfort, and welfare require the harmonious, orderly, and progressive development of land within the Village. To this end, all lands within the Village must be subdivided and platted before any development approval can be obtained.

§ 5.22 –Preliminary and final plats.

A. Purpose and intent.

The purpose of requiring and regulating the platting of land within the Village is to ensure compliance with the procedural and substantive requirements of the North Bay Village Comprehensive Plan, the Dade County Subdivision Ordinance, chapter 28 of the Dade County Code of Ordinances, and the requirements of Chapter 177, Florida Statutes.

B. Procedures.

1. Fifteen copies of the tentative plat, prepared in accordance with requirements of chapter 28 and prepared by a licensed surveyor, application for tentative plat approval and accompanied by an opinion of title no older than 30 days, a level of service assessment, and a certified survey of the site shall be submitted to the Building Official.
2. The Building Official shall review the tentative plat as to its compliance with objectives of the Village's Comprehensive Plan, including level of service standards.

3. The Building Official shall place the tentative plat on the Planning and Zoning Board's agenda and submit his recommendations to the board.
4. The Planning and Zoning Board votes to approve or disapprove the tentative plat.
5. The Village Manager places the tentative plat on the agenda of the Village Commission and forwards a copy of the Planning and Zoning Board's recommendations and a copy of the Building Official's report.
6. The Village Commission votes to approve or disapprove the tentative plat. If approved, two copies are signed by the Mayor. One signed copy is returned to the surveyor or subdivider; one copy is filed in the public works department.
7. The surveyor or subdivider delivers the signed tentative plat and 14 copies to Miami-Dade County Subdivision Control for processing.
8. Miami-Dade County shall notify the subdivider or surveyor and the Village of its action (approve, approve with conditions, or disapprove).
9. After the surveyor prepares the final plat in accordance with chapter 20 and incorporates all conditions, if any, into the plat, he submits the final plat accompanied by a paving, grading, and drainage plan to the Building Official who then shall review it for consistency with the recommendations made by the Village Commission and Miami-Dade Subdivision Control before placing it with an accompanying report and resolution on the Village Commission's agenda.
10. The Village Commission receives the final plat and concurrency evaluation report from the Building Official at its first public hearing to discuss the proposed plat.
11. The Village Commission holds the second public hearing approximately two weeks later and votes to approve or disapprove the final plat. If the commission votes to approve the plat, the mayor signs the plat as well as the Resolution accepting the (re)subdivision.

CHAPTER 6. NONCONFORMITIES

§ 6.1 –Defined.

For purposes of this chapter, a nonconforming lot, structure, use, or characteristic of use, is defined as a platted lot, structure, or use, or combination thereof that does not comply with the use or site development standards of the zoning district in which the lot, structure, use, or characteristic of use, or combination thereof is located, but which was legally established and in existence before the effective date of this chapter.

6.2. Purpose and intent.

- A. It is the purpose and intent of this chapter to permit the continuation of those lots, structures, uses, characteristics of use or combination thereof, which were lawful prior to the passage of this chapter or future amendment thereto.
- B. This chapter is designed to provide reasonable and equitable standards and guidelines for the control of nonconforming lots, structures, uses, and characteristics of uses in the regulation of change of use, change in kind or quality of use, change in volume or intensity of use, change in location of use, change of ownership or tenancy of use, accessory or incidental uses to nonconforming lots, structures, uses, or characteristics of uses, enlargement of use, replacement of use, addition or expansion of facilities, new activities, products or services connected with the nonconforming lot, structure, repair of a nonconforming structure, restoration of a nonconforming structure, and abandonment or discontinuance of a nonconforming structure or use, or any combination thereof.
- C. It is the further purpose and intent of this chapter allow lawful nonconforming lots, structures, uses, and characteristics of use and combinations thereof to continue, subject to specific conditions, in order to not interfere with the existing circumstances surrounding land development within North Bay Village, prior to the effective date of this chapter any more than is necessary for the proper exercise of police powers relating to the general public welfare of the residents of North Bay Village.

§ 6.3 – Nonconforming classifications.

- A. Within the zoning districts established by this Code, or amendments that may be later adopted to this Code, there may exist:
 - 1. Nonconforming lots
 - 2. Nonconforming structures;
 - 3. Nonconforming uses;
 - 4. Nonconforming characteristics of use;
 - 5. Combinations of nonconforming lots, nonconforming structures, nonconforming uses and nonconforming characteristics of use.

- B. These nonconforming classifications are declared by this chapter to be incompatible with present permitted uses and all or part of the site development standards regulating permitted uses in the district where the nonconforming classifications are located and, therefore, are the proper subject regulations as provided for herein.

§ 6.4 – Scope.

- A. In order to avoid undue hardship, nothing in this chapter shall be deemed to require any change in the plans, construction or designated use of any structure on which actual construction was lawfully done prior to the effective date of adoption of this chapter and upon which actual building construction has been carried on diligently.
- B. For the purposes of this chapter, the term "actual construction" is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner according to approved plans for the specific improvement. Where evacuation or demolition or removal of an existing structure has been substantially begun, preparatory to building, such evacuation or demolition or removal shall be deemed to be actual construction; provided, however, that work has been and shall be carried on diligently pursuant to a valid building permit.

§ 6.5 – Nonconforming lots of record.

- A. Construction of one single-family dwelling unit.

In any district in which single-family dwellings are permitted, a one (1) single-family dwelling and customary accessory building(s) may be erected on a single lot, tract, or parcel of land of record that is nonconforming with respect to minimum lot area or frontage at the effective date of adoption of this chapter, provided, however:

1. Such lots must be in separate ownership and not be of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or frontage that are applicable in the zoning district in which the lot, parcel, or tract is located.
2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum setbacks, minimum floor area, maximum building height and FEMA requirements, unless a variance is granted to such other regulations pursuant to Chapter 7 of this Unified Land Development Code.
3. If two or more lots, or combination of lots, or portions of lots with continuous frontage and single ownership are of record at the time of the passage of this chapter, and if all or part of the lots do not meet the requirements established for lot areas or frontage, the lands involved shall be considered to be an undivided parcel and no portion of such parcel shall be used or sold in a manner which diminishes the degree of compliance with established lot area or frontage requirements
4. It shall be the burden of the property owner to demonstrate that the lot is a legal nonconforming lot of record.

B. Construction of other than one single-family dwelling unit.

Notwithstanding limitations imposed by other provisions of this Unified Land Development Code, any lot of record which is nonconforming as to the required minimum frontage requirement the zoning district in which it is located may be used as permitted by the district regulations of the zoning district in which the lot is located, provided:

1. The density or intensity of such use shall not exceed the maximum density or intensity allowable within the zoning district in which the lot of record is located;
2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum setbacks, minimum pervious area, maximum building height, FEMA requirements, and concurrency requirements, unless a variance is granted to such other regulations pursuant to Chapter 7 of this Unified Land Development Code.
3. It shall be the burden of the property owner to demonstrate that the lot is a legal nonconforming lot of record.

§ 6.6 – Nonconforming uses of land.

A. Defined.

A use of any land or structure, other than a sign, is a nonconforming use if:

1. The use is not listed as a permitted use in the zoning district in which it is located; or
2. The use is not a special use or use exception which was specifically approved by the Village Commission; or
3. The use exists at a density or intensity in excess of that allowable for the zoning district in which it is located.

B. Continuation.

The lawful use of land existing at the time of the passage of this chapter or an amendment thereto, although such uses do not conform to provisions of the Unified Land Development Code may be continued subject to the following limitations and restrictions:

1. Change in location of use.

A nonconforming use shall not be moved in whole or in part to any other portion of the lot parcel occupied by such use at the effective date of adoption of this chapter.

2. Change in ownership or tenancy.

All rights and obligations associated with a nonconforming use of land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy, except if abandoned.

3. Accessory uses.

Uses accessory to a nonconforming use not in existence at the time of the effective date of adoption of this chapter are not permitted.

4. Change of use.

a. A nonconforming use shall not be changed to another nonconforming use.

b. A nonconforming use may be changed to a permitted use for the zoning district in which the

property is located upon the obtainment of all necessary permits and approvals and may not thereafter be permitted to revert to a nonconforming use.

5. Expansion or extension of use.

No nonconforming use shall be enlarged, increased, expanded or intensified beyond what existed at the time it became nonconforming.

6. Replacement of use.

a. Destruction of more than fifty percent (50%).

In the event that any existing nonconforming use is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such use shall not be replaced.

b. Destruction of fifty percent (50%) or less.

(1) If such nonconforming use is destroyed to a level of fifty percent (50%) or less of its total assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser, it may be replaced, except that replacement shall only occur in compliance with those building, plumbing, electrical, gas, fire, and other construction and safety related regulations in effect at the time of application for a permit to allow replacement.

(2) In no event shall the destroyed nonconforming use be replaced such that the replacement structure is higher, contains greater lot coverage or floor area, has greater bulk, or lesser setbacks, than the original structure in which the nonconforming use was located.

7. Abandonment or discontinuance of use.

The abandonment or discontinuance of a nonconforming use for a period of 180 consecutive days or six (6) months shall render the nonconforming use status of the specific nonconforming use null and void. In the factual determination of whether a nonconforming use has been abandoned or discontinued, the following factors shall be used, but not be limited to:

a. An intent to discontinue the nonconforming use through removal of stock in trade or removal of operating equipment.

b. Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the use of the abandoned property as it stood before the abandonment occurred. The mere renewal and maintenance of an active occupational license, without further positive action, shall not constitute continuance of a nonconforming use.

c. Inactive water, sewer, or electrical services at the existing facility.

d. Attempt to continue use shall include but not be limited to an active listing of the property with a realtor or through posting of a for rent sign.

§ 6.7 – Nonconforming structures.

A. Defined

For the purposes of this chapter, a structure or building, other than a sign, is a nonconforming structure if the structure, or any physical characteristic thereof, is not in full compliance with all regulations of the zoning district in which it is located.

B. Continuation.

Where a lawful structure exists at the effective date of adoption or amendment of this section chapter, and it could not be built under the terms of the Unified Land Development Code by reason of restrictions on area, lot coverage, height, yards, location of the lot, or other site development standards concerning the structure, such structure, except as otherwise specifically provided, may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. Alteration, enlargement, or expansion of nonconforming structure.

- a. No such alteration, enlargement, or expansion of a nonconforming structure shall be permitted in a way which increases its noncompliance with present property development and use standards of the zoning district in which it is located.
- b. Any nonconforming structure or portion thereof may be altered to decrease its noncompliance with present site development and use standards of the zoning district in which it is located. Nothing herein shall prohibit the Village Manager's designee from ordering the compliance with all applicable building construction and safety related codes.

2. Replacement, restoration and reconstruction of nonconforming structure.

a. Destruction of more than fifty percent (50%).

In the event any existing nonconforming structure is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such structure shall not be restored, reconstructed or replaced except in compliance with all applicable provisions of the Unified Land Development Code in effect at the time of its restoration, reconstruction or replacement.

b. Destruction of fifty percent (50%) or less.

In the event any existing nonconforming structure is destroyed by any means, including fire, flood, wind, explosion, act of God, or act of a public enemy by fifty percent (50%) or less of its total appraised value according to the latest records of the Miami-Dade County Property Appraiser, such structure shall be permitted to be replaced, restored, or reconstructed according to the site development standards in effect at the time of its original construction except that:

- (1) Replacement, restoration and reconstruction shall occur only in compliance with all other applicable building, plumbing, electrical, gas, fire and other construction and safety related regulations in effect at the time of application for permit to allow replacement, restoration, or reconstruction, and

(2) In no event shall the replacement structure have a greater density or intensity, height, or floor area; or, lesser minimum dwelling unit sizes, yard setback, or pervious area than the destroyed nonconforming structure.

c. *Repairs and maintenance of nonconforming structures.*

Routine repairs and maintenance of nonconforming structures on fixtures, wiring or plumbing or on the repair or replacement of walls shall be permitted.

d. *Change in location of nonconforming structure.*

Should any nonconforming structure be moved for any reason to any distance whatever from its original permitted location, it shall then conform to the regulations for the zoning district in which it is located after it is moved.

e. *Accessory structure.*

Structures normally accessory or incidental to a permitted structure or use in the zoning district in which the nonconforming structure is located may be permitted as accessory structures to the nonconforming structure.

f. *Abandonment or discontinuance of nonconforming structure.*

The abandonment or discontinuance of a nonconforming structure for a period of 180 consecutive days shall render the nonconforming status of the specific nonconforming structure null and void.

§ 6.8 – Nonconforming characteristics of use.

A. *Defined.*

For the purposes of this chapter, characteristics of use are defined as requirements for off-street parking, off-street loading, and landscaping and buffering.

B. *Continuation.*

Where a characteristic of use lawfully exists at the effective date of adoption or amendment of this chapter, and does not conform to the requirements of the Unified Land Development Code such nonconforming characteristic of use may be continued so long as it remains otherwise lawful, provided that, when a use or structure is modified in such a way that the use or structure requires a greater amount of parking, landscaping, or buffering than exists prior to the change, the characteristic(s) of use must be brought into conformance with the requirements associated with the changed use or structure.

§ 6.9 – Nonconforming lots, uses, structures, and characteristics of use in combination.

If on the effective date of this chapter, a lot of record, structure, use or characteristics of use, in any combination thereof, exists that would not be permitted under the terms of this chapter, but was lawful at the time of its original existence, that use may be continued unless otherwise deemed abandoned or terminated or required to be eliminated or brought into conformance by other applicable provisions of this chapter. Sections 6.6 through 6.9 shall apply to all nonconforming lots or record, structures, uses and characteristics of use, and any combination thereof.

CHAPTER 7, VARIANCES

§ 7.1 – Purpose and intent.

The purpose and intent of this chapter is to provide flexibility in the administration of the Unified Land Development Code when the strict enforcement of the provisions of the Unified Land Development Code would result in an unnecessary hardship.

§ 7.2 – Variance prohibited.

Under no circumstances shall the Village Commission grant a variance to:

- A. Permit a use not generally permitted, or permitted by special exception or special use exception, in the district involved, or any use expressly or by implication prohibited by the terms of the Unified Land Development Code in that district, or
- B. Any condition, criteria or site development standard set forth in § 8.10.D.4, pertaining to special exceptions in the high density multiple family residential district, or any condition associated with the approval by the Village Commission of any unusual or new use, special exception, or special use exception.

§ 7.3 – Procedure for consideration of a hardship variance.

A. Planning and Zoning Board public hearing.

The Planning and Zoning Board shall hold a public hearing to consider a request for a hardship variance and shall recommend to the Village Commission, approval, approval with conditions, or denial of the variance.

B. Village Commission public hearing.

The Village Commission shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of this chapter, and to prescribe appropriate conditions and safeguards associated with the granting of a variance

C. Required findings.

In order for the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would

involve an unnecessary hardship for the applicant.

4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

D. These required findings may be made by one (1) motion addressed to all seven (7) findings or, at the request of any member of the Board or Commission as the case may be, a finding or findings shall be considered separately.

E. The findings shall be made prior to the vote on the application.

F. The variance application shall be considered as a whole unless any member of the Planning and Zoning Board, or Village Commission, as the case may be, shall request that the application be considered in parts, in which event the application shall be considered in such parts as requested.

G. In light of the particular circumstances involved with each separate variance request, the grant of any variance shall not constitute or be deemed a precedent for the grant of any other variance.

§ 7.4 – Non-hardship variances for single-family properties.

A. Notwithstanding any other provision of this chapter, upon application duly made upon an application form to be provided by the Village the Planning and Zoning Board will hold a public hearing to consider requests by single-family property owners for a non-hardship variance to setback lines, lot size, restrictions and yard requirements for the location and construction of fences, nonpermanent carports, screen enclosures, sheds, awnings, air conditioning compressors, generators, swimming pool pumps and pool heating equipment, and make its recommendation to the Village Commission. After receiving the recommendation from the Planning and Zoning Board, the Village Commission will hold a public hearing to consider the request for the non-hardship variance.

B. The Planning and Zoning Board may make a recommendation for approval to the Village Commission if the Board finds:

1. The variance will be in harmony with the general appearance and character of the community;
2. The variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
3. The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

C. The Commission may grant such variance requests if the Commission finds:

1. The variance will be in harmony with the general appearance and character of the community;
2. The variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
3. The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

§ 7.5 –Expiration of hardship and non-hardship variance.

After the Village Commission has granted a hardship or non-hardship variance, the variance so approved or granted shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the variance was granted.

§ 7.6 –Reapplication for a hardship and non-hardship variance.

No application for a hardship or non-hardship variance shall be filed less than one year after the date of disapproval by the Village Commission of an application for a variance involving the same land or any portion thereof.

CHAPTER 8. ZONING

DIVISION 1, ZONING DISTRICTS ESTABLISHED; ZONING MAP

§ 8.1 – Title.

This chapter shall be known as the "Zoning Regulations for North Bay Village, Florida; 2017 Revision."

§ 8.2 – Purpose and intent.

The purpose of this chapter is to encourage and promote, in accordance with present and future needs, the safety, morals, health, order, conveniences, prosperity and general welfare of the citizens of the Village, and to provide for efficiency and economy in the process of development, for the appropriate and best use of land, for preservation, protection, development and conservation of the natural resources of land, water and air, for convenience of traffic and circulation of people and goods, for the use and occupancy of buildings, for healthful and convenient distribution of population, for adequate public utilities and facilities, for promotion and the civic amenities of beauty and visual interest, for promotion of large-scale developments as a means of achieving unified civic design, and for development in accord with the Village's adopted comprehensive plan, by establishing zoning districts and by regulating the location and use of buildings, signs and other structures, and land and water for trade and residence by regulating and limiting or determining the height, bulk and access to light and air of buildings and structures, the area of yards and other open spaces, and the density of use. To accomplish this intent, the regulations and districts have been designed with reasonable consideration, among other things, to the character of the districts and their suitability for particular uses.

§ 8.3 – Establishment of zoning districts.

In order to regulate and restrict the location of commercial, public and semi-public uses, and residences, and the location of buildings erected or altered for specific uses, to regulate or limit population density and the intensity of the use of lot areas, and to regulate and determine the areas of yards, courts, and other open spaces within and surrounding such buildings, the following zoning districts are hereby established:

A. Single-Family Residential Districts.

1. RS-1 Low Density Single-Family Residential District (See Section 8.10.A).
2. RS-2 Medium Density Single-Family Residential District (See Section 8.10.B)

B. Multiple Family Residential Districts.

1. RM-40 Medium Density Multiple Family Residential District (See Section 8.10.C).
2. RM-70 High Density Multiple Family Residential District (See Section 8.10.D).

C. CG General Commercial District (See Section 8.10.E).

D. Bay View Overlay District (See Section 8.10F)

E. Government Use District (See Section 8.10G)

§ 8.4 – Reference to district names.

For the purpose of reference hereafter in these regulations, unless specifically provided to the contrary, the term *Residential* shall include both single-family and multi-family districts.

§ 8.5 – Identification of district maps.

Such land and the zoning district classification thereof shall be shown on a map designated as the Zoning District Map of the Village, dated and certified by the Village upon adoption. This Zoning District Map and all notations, dimensions, references, and symbols shown thereon pertaining to such districts, shall be as much a part of these regulations as if fully described herein, and shall be filed as part of these regulations. The map and any later alterations shall be available for public inspection in the offices of the Village Manager or his designee. These regulations shall be similarly dated, filed, and made available for public reference.

§ 8.6 – Publication of district maps.

- A. The Village Manager or his designee shall cause to be published, or prints made available, no later than March 31 of the year following adoption of these regulations, the Official Zoning District Map, clearly showing the zoning district boundaries and zoning district names and designations for the incorporated area of the Village. In each calendar year thereafter, if there have been any changes in the zoning district boundaries or in reorganization of districts and district classifications in the preceding year, such amended map shall be published no later than March 31, and shall reflect all changes as of December 31 of the preceding year.
- B. Any person desiring a copy of the Official Zoning District Map shall pay a fee for each copy, as set by ordinance.

§ 8.7 – Interpretation of district boundaries

- A. *Map symbols.* A district name or letter-number combination shown on the Zoning District Map indicates that the regulations pertaining to the district designated by that name or letter-number combination extend throughout the whole incorporated area of the Village, bounded by the district boundary lines within which the name or letter-number combination is shown or indicated, except as otherwise provided by this section.
- B. *Interpretation.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of these regulations, the following rules shall apply:
1. In cases where a boundary line is given a position within a street, alley, or easement, it shall be deemed to be in the center of the right-of-way of the street, alley, or easement. If the actual location of the street, alley, or easement varies slightly from the location as shown on the Zoning District Map, then the actual location shall control.
 2. In cases where a boundary line is shown as being located a specific distance from a street line or other physical feature, this distance shall control.
 3. Where the district boundaries are not otherwise indicated and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be

the lot lines, and where bounded approximately by lot lines, said lines shall be construed to be the boundary of such districts unless the boundaries are otherwise indicated on the map or by ordinance.

4. In unsubdivided property, unless otherwise indicated, the district boundary line shall be determined by the use of the scale contained on the Zoning District Map.
5. All water areas within the zoning jurisdiction are considered to be within a zoning district and controlled by applicable district regulations. District boundaries over water areas are located by noted or scaled dimensions, by relation to physical features, by coincidence with Village limit lines, or by a straight line projection of the centerlines of streets as indicated on the Zoning District Map. Straight line district boundaries over water areas shall be assumed to continue as straight lines until they intersect with each other, with Village limit lines or county limit lines.

§ 8.8 – New land area.

Any land hereafter created within or annexed to the corporate area of the Village shall take the classification of "RS-1" - Low Density Single-Family Residential. This shall include the extension of existing bulkhead lines or the creation of islands not contiguous to existing islands.

DIVISION 2, APPLICATION OF DISTRICT REGULATIONS

§ 8.9 – General regulations.

A. Compliance with regulations.

1. No land or water area may be used except for a purpose permitted in the district in which it is located.
2. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building or part thereof be used except for a use permitted in the district in which the building is located.
3. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered to exceed the height limit herein established for the district in which the building is located.
4. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the area regulations of the district in which the building is located.
5. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the off-street parking and loading regulations of the district in which the building is located.
6. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area, floor area ratio, or open space ratio regulations of the district in which it is located.

B. Encroachment reduction of lot area.

The minimum yards, parking space, and open spaces, including lot area per family, required by these regulations for each and every building existing at the time of the passage of these regulations or for any building hereafter erected, shall not be encroached upon or considered as required yard or open space for any other building, except as hereinafter provided, nor shall any lot area be reduced below the requirements of these regulations.

C. Accessory buildings; prior construction. No accessory building, structure, or dock shall be constructed upon a lot until the construction of the main use building has actually commenced. No accessory building shall be used unless the main use building on the lot is also being used.

D. Location on a lot required. Every building or structure hereafter erected, moved, or structurally altered shall be located on a lot as herein defined, and except as hereinafter provided, in no case shall there be more than one principal building on one lot.

§ 8.10 – District regulations.

A. RS-1 Low Density Single-Family Residential District.

1. Purpose and intent.

The purpose of this District is to provide for low-density single-family residential development in a spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Uses permitted.

Single-family residential dwellings including duly licensed home occupation.

3. Use exceptions as may be approved under Section 8.11

4. Prohibited uses.

- a. Facility or base for mobile marijuana dispensing.
- b. Grow house.
- c. Marijuana Dispensary.
- d. All other uses not specifically or provisionally permitted herein.

5. Site development standards.

a. Minimum lot size:

Area—7,000 square feet

Frontage—70 feet

b. Minimum yard setbacks:

<u>Setback</u>	<u>Distance (Feet)</u>
<u>Front</u>	<u>20</u>
<u>Side (corner)</u>	<u>20</u>
<u>Side (interior)</u>	<u>10</u>
<u>Rear</u>	<u>15</u>
<u>Waterfront</u>	<u>25</u>

The foregoing is applicable except for Lots 1 through 7 of Block 1 and 1 through 4 of Block 2, respectively, of the subdivision known as North Bay Island, which shall have a minimum waterfront setback of 20 feet.

c. Maximum building height:

Three stories, not to exceed 35 feet above grade.

d. Minimum floor area:

One story—2,000 square feet

Two story—2,600 square feet

B. RS-2 Medium Density Single-Family Residential District.

1. Purpose and intent.

The purpose of this District is to provide for medium-density single-family residential development in a relatively spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Uses permitted.

Single-family residential dwellings including duly licensed home occupation.

3. Use exceptions as may be approved under Section 8.11

4. Prohibited uses.

- a. Facility or base for mobile marijuana dispensing.
- b. Grow house.
- c. Marijuana Dispensary.
- d. All other uses not specifically or provisionally permitted herein.

5. Site development standards.

a. Minimum lot size:

Area—6,000 square feet

Frontage—60 feet

b. Minimum yard setbacks:

<u>Setback</u>	<u>Distance (Feet)</u>
<u>Front</u>	<u>20</u>
<u>Side (corner)</u>	<u>15</u>
<u>Side (interior)</u>	<u>7½</u>
<u>Rear</u>	<u>15</u>
<u>Waterfront</u>	<u>25</u>

c. Maximum building height:

Three stories, not to exceed 35 feet above grade.

d. Minimum floor area:

One story—1,500 square feet

Two story—2,000 square feet

C. RM-40 Medium Density Multiple Family Residential District.

1. Purpose and intent.

The purpose of this District is to provide for medium density multi-family residential development, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible. This district is intended to be utilized as a transitional buffer between single-family residences and high density apartments or commercial uses.

2. Uses permitted.

- a. Multi-family residential dwellings.
- b. Management offices within structures containing eight or more dwelling units.
- c. Duly licensed home occupation.

3. Prohibited uses.

- a. Facility or base for mobile marijuana dispensing.
- b. Grow house.
- c. Marijuana Dispensary.
- d. All other uses not specifically or provisionally permitted herein.

4. Site development standards.

a. Minimum lot size.

Area—10,000 square feet

Frontage—100 feet

b. Minimum yard setbacks.

<u>Setback</u>	<u>Distance (Feet)</u>
<u>Front</u>	<u>25</u>
<u>Side (corner)</u>	<u>25</u>
<u>Side (interior)</u>	<u>20</u>
<u>Rear</u>	<u>15</u>
<u>Waterfront</u>	<u>25</u>
<u>Adjacent single family structure</u>	<u>100</u>

c. Maximum density.

Forty (40) efficiency or one-bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

<u>Unit Type</u>	<u>Required Lot Area (Sq Ft / Unit)</u>	<u>Density (Units/Acre)</u>
<u>Efficiency</u>	<u>1,085</u>	<u>40.1</u>
<u>One-bedroom</u>	<u>1,085</u>	<u>40.1</u>
<u>Two-bedroom</u>	<u>1,200</u>	<u>36.3</u>
<u>Three-bedroom or larger</u>	<u>1,320</u>	<u>33.0</u>

d. Maximum building height.

45 feet or four (4) stories, whichever is less

e. Exclusion of grade level parking from height limitation.

(1) A grade level of parking, not exceeding ten (10) feet in height, shall not be included in this height limitation.

(2) The grade level parking floor may include other nonresidential uses, including laundry rooms, recreational rooms, storage rooms, and an office for building management.

f. Minimum pervious area: 25 percent of the total lot area shall be retained as pervious area and shall be landscaped and maintained.

g. Minimum floor area.

<u>Unit Type</u>	<u>Floor Area (Sq. Ft.)</u>
<u>Efficiency</u>	<u>400</u>
<u>One-bedroom</u>	<u>750</u>
<u>Two-bedroom</u>	<u>1,000</u>
<u>Three-bedroom or larger</u>	<u>1,150</u>

5. Single-family homes approved under the provisions of Section 8.11 consistent with the setback provisions of the RS-1 (Low Density Single-Family Residential District).

6. Use exceptions as may be approved under Section 8.11.

D. RM-70 High Density Multiple Family Residential District.

1. Purpose and intent.

The purpose of this district is to provide for high-density multi-family residential structures together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Use permitted.

- a. Multi-family residential dwellings including duly licensed home occupation.
- b. Management offices within structures containing eight (8) or more dwellings units or guest rooms.
- c. Office retail and service commercial facilities of an ancillary nature within structures containing 100 or more dwelling units or guest rooms subject to the following conditions:
 - (1) Access to such nonresidential facilities shall be only inside the building.
 - (2) There shall be no external advertising signs, display windows or entrances, provided, however, that
 - (3) Within a building containing 400 or more dwelling units, entrances, external signs and display windows are permitted under the following conditions which:
 - (a) The signs do not abut or face a public right-of-way and cannot be read from the public right-of-way;
 - (b) Such external signs shall be affixed flat against the facade or awning canopy of the commercial facility;
 - (c) Such external signs shall not exceed in area ten percent of the area of the facade of the facility;
 - (d) Such external signs shall be compatible as to materials, background and style with all adjacent and contiguous commercial facilities, and
 - (e) Such external signs shall not be self-illuminated, "activated", "animated", "flashing", or "beacon light" signs as defined in Section 11.2 of the ULDC.

3. Prohibited uses.

- a. Facility or base for mobile marijuana dispensing.
- b. Grow house.
- c. Marijuana Dispensary.
- d. All other uses not specifically or provisionally permitted herein.

4. Site development standards.

- a. Minimum lot size.
 - Area—27,000 square feet;
 - Frontage—75 feet

b. Minimum yard setbacks.

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Adjacent single-family district</u>	<u>100</u>
<u>One side (interior)</u>	<u>15</u>
<u>Second side (interior)</u>	<u>20% of the lot width</u>
<u>Total side setback area free of structures at ground level</u>	<u>60</u>

c. Maximum density.

Seventy (70) efficiency or one (1) bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

<u>Unit Type</u>	<u>Required Lot Area (Sq. Ft./Unit)</u>	<u>Density (Units/Acre)</u>
<u>Efficiency</u>	<u>620-623</u>	<u>70.3 70.0</u>
<u>One-bedroom</u>	<u>620-623</u>	<u>70.3 70.0</u>
<u>Two-bedroom</u>	<u>685</u>	<u>63.6</u>
<u>Three-bedroom or larger</u>	<u>750</u>	<u>58.1</u>

d. Maximum building height: 150 feet or 15 stories, whichever is less.

e. Minimum pervious area: Twenty percent (20%) of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

f. Minimum floor area:

<u>Unit Type</u>	<u>Floor area (Sq. Ft.)</u>
<u>Efficiency or hotel room</u>	<u>600</u>
<u>One-bedroom</u>	<u>900</u>
<u>Two-bedroom</u>	<u>1,200</u>
<u>Three-bedroom or larger</u>	<u>1,350</u>

g. Minimum boardwalk/baywalk accessibility criteria.

(1) Properties contiguous to Biscayne Bay and its natural tributaries shall provide a public access boardwalk/baywalk in the riparian right-of-way or an upland shoreline access easement adjacent to and parallel to the riparian right-of-way.

(2) These properties shall also provide a connective public easement connecting contiguous properties and the public right-of-way to these shoreline access areas.

5. Height bonus.

- a. The following maximum building height bonuses are permitted in the RM-70 District when any of the design bonus alternatives listed in subsections 8.10.D.5.c(1) through (6) are incorporated into proposed project and the incorporated alternatives are subsequently approved by the Village Commission upon recommendation of the Planning and Zoning Board.
- b. Bonus approval shall be done at the time of Site Plan Review as required by Section 5.8.B.9. Each bonus alternative may be claimed once for a development and multiple awards for the same bonus feature shall not be permitted.
- c. The Village Commission may grant bonuses subsequent to a public hearing when it is determined by the Commission that the proposed bonus amenities are substantive in nature, contribute to an overall project design which takes into account the public's critical interests in new development and where the proposed plan is otherwise in substantial conformity with the Village's Comprehensive Plan.

(1) Twenty-foot height bonus.

An additional impact fee of \$1,500.00 per unit in the building shall be paid to North Bay Village for beautification of the John F. Kennedy Causeway (State Road 934). This fee shall be set towards a Causeway Beautification Fund and/or

(2) Twenty-foot height bonus.

A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the construction of a Village-wide boardwalk. This fee shall be set towards a Boardwalk Fund and/or

(3) Twenty-foot height bonus.

A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the remodeling of the entrances to the islands. This fee shall be set towards an Island Entrance Remodeling Fund and/or

(4) Ten-foot height bonus.

A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for providing art in public places. This bonus is applicable only in conjunction with one of the above three-mentioned bonuses. This fee shall be set towards an Art in Public Places Fund and/or

(5) Ten-foot height bonus.

A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for the planting of trees for the interior island streets. This fee shall be set towards a tree fund for the interior island streets and/or

(6) Ten-foot height bonus.

A developer shall be required to pay a fee of \$750.00 per unit in the building, which shall be utilized for sidewalk enhancement, as well as the replacement of walkway areas from plain concrete to brick pavers. This fee shall be set towards a sidewalk enhancement fund.

6. Density bonus.

- a. Each parcel shall have the ability to purchase additional buildable units from North Bay Village in the following manner:
 - (1) for a price of \$40,000.00 per unit; or
 - (2) provision of two (2) parking spaces per bonus unit, said spaces to be in the form of surface parking, or ground floor parking within a garage, located on the parcel and such parking spaces shall be labeled as being available at all times to the general public.
- b. These units shall be derived from land currently owned by the Village, which will not be developed into residential buildings in the future.
- c. Any money realized by the Village for such units shall be utilized for future Village parks and for the purchase of land for additional open green space.
- d. These units are to come from the development rights of Village Hall as well as the public works property on Treasure Island.
- e. The total buildable units are: 129 Efficiencies; 129 1-Bedroom Units; 117 2-Bedroom Units; 106 3-Bedroom Units.
- f. Monies due from development under the bonus participation program shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission. After payment of the monies due or construction and approval by the Village of the public parking spaces, the appropriate number of units will be included in the maximum number of units buildable on the property. This fee shall be set towards a Village Park Fund.

7. Allocation of funds.

Funds paid to North Bay Village as a result of the bonus participation program shall be transferred between all accounts created for the purposes listed herein.

8. Additional required features and requirements.

All properties developed under the RM-70 Zoning requirements shall provide the following:

- a. Public access boardwalk as required by the Miami-Dade County Shoreline Review Committee. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor).
- b. All exterior paving surfaces, except for covered parking garages, shall be constructed of brick pavers.
- c. A water feature shall be provided in the front of each development.
- d. Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.
- e. Developments shall provide streetscape benches along the boardwalk areas.
- f. All parking garages shall be constructed with architectural features that hide them from public view (glass, screening, greenery etc.).
- g. Lighting shall be provided in all areas in the front of development where trees are planted.

9. Special exceptions for certain undersized parcels.

- a. Purpose and intent.

This section recognizes that certain parcels exist in the RM-70 District which do not meet the minimum lot size requirements set forth in Section 8.10D4a. to permit a building to be erected, converted, enlarged, reconstructed, moved or structurally altered. Some of said parcels are improved and some unimproved. The purpose of this section is to establish criteria whereby undersized parcels may be put to reasonable use, consistent with the Village's Comprehensive Plan for development and in furtherance of a policy which discourages overdevelopment and urban congestion.

b. Uses permitted.

Uses permitted shall be the same as permitted in Section 8.10.D.2

c. Site development standards:

(1) Minimum lot size:

Area —10,800 square feet

Frontage—30 feet

(2) Minimum yard setbacks shall be the same as specified in Section 8.10.D.4.b provided that existing buildings, which were completed prior to April 1, 1983, (existing structures) and were lawfully constructed so that any existing setback encroaches into the setback area prescribed by current law but not in excess of 33 1/3 percent of the current setback requirements (nonconforming setback) shall be subject to the provisions of subsection (c.(4) hereafter.

(3) Maximum density shall be as prescribed in Section 8.10.D.4.c except that

(a) on minimum undersized parcels of 10,800 square feet in area and frontage of 30 feet, there shall be a maximum of six (6) residential units;

(b) in the case of undersized parcels which exceed the minimum required lot area of 10,800 square feet and the minimum required frontage of 30 feet, in addition to six (6) units there shall be allowed one (1) unit for each whole 750 square feet of land area in excess of the minimum required lot area of 10,800 square feet

(4) Maximum building height on undersized parcels.

(a) The maximum building height on minimum undersized parcels shall be three (3) stories or 36 feet above code-approved grade, whichever is less.

Except-, in the event an existing structure is the subject of a nonconforming setback, the new covered or roofed area of the third floor (if there is one) shall be reduced in area on the basis of one and five-tenths percent (1.5%) of the area of the second floor for each foot of nonconforming encroachment into the setback area.

(b) The maximum building height on undersized parcels which exceed the minimum required lot area of 10,800 square feet and minimum frontage of 30 feet shall be one (1) floor for each whole 1,750 square feet of land area in excess of the minimum required lot area of 10,800 square feet, not to exceed six (6) stories or 72 feet above code approved grade, whichever is less.

(c) Provided further, as to buildings newly constructed under the provisions of this ULDC, grade level beneath the building parking not exceeding ten (10) feet in height shall not be included in the height limitation herein imposed.

(5) Minimum pervious area: 25 percent of the total lot area shall be retained as pervious area and shall be landscaped and maintained.

(6) Minimum floor area shall be as prescribed in Section 8.10.D.4.5

(7) Offstreet parking: The offstreet parking requirements as set forth in Sections 9.1 through 9.3 shall apply to buildings under this section except that every dwelling unit, regardless of size, shall require two (2) parking spaces.

(8) All Village and County landscaping requirements shall be fully applicable to buildings under this section.

10. Planned Residential Development (PRD) Zoning Overlay.

a. Purpose and intent.

The purpose and intent of the Planned Residential Development (PRD) Overlay Zoning District to create a living environment that is responsive to the needs of its residents; to provide flexibility in planning, design, and development consistent with the Village's Comprehensive Plan; to encourage innovative approaches for the design of community environments; to provide for an efficient use of land, to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in development and construction technology; to encourage infill and the redevelopment of the Village's multi-family areas; and to promote the public health, safety and general welfare of North Bay Village. The PRD shall be deemed an Overlay Zoning District and shall be approved only after public hearings for a specific site.

b. Compatibility with existing zoning and existing development.

When applying the terms and conditions imposed by this section, the Planning and Zoning Board and the Village Commission shall determine compatibility with already existing zoning for the property subject to the application and shall require applicants for PRD approval to demonstrate compatibility with already existing or approved developments adjacent to the application property for which the PRD approval is being sought.

c. Ownership requirements.

The applicant for approval of a PRD shall be either the owner(s) or the contract purchaser or lessee of the entire property encompassed by the PRD application. If the applicant is the contract purchaser or a lessee, then the owner of the entire property shall execute a notarized consent to the filing of the application. The application for approval of a PRD shall not be assignable or transferable to other parties.

d. Development parameters.

All applications for PRD shall comply with the following applicable development parameters:

(1) The subject property shall be zoned for RM-70 multi-family use;

(2) The subject property shall contain a minimum of one legally platted lot for the construction of no less than ten (10) residential units and twenty (20) off-street parking spaces, or two (2), but not more than three (3), platted lots contiguous, as of the effective date of this section [Jan. 22, 2002];

(3) The subject property shall be deemed one (1) parcel of land and in the event that two (2) or more platted lots shall constitute a PRD, the applicant shall submit a Unity of Title in a form acceptable to the Village Attorney;

(4) The following definitions shall apply to this section:

(a) Floor area ratio (FAR). Total gross area of a building or buildings, excluding parking garage structure, on any lot divided by the area of the lots.

- (b) Gross floor area. Total area of all floors of a building that are enclosed including common areas such as elevators (area of shafts at ground floor only), stairs (except open stairways and enclosed stairways which are means of egress required by the fire department), corridors, interior recreation areas, storage, cabana, lobby, restrooms, etc. All these items are excluded: The garage structure with any required means of egress, and any open but covered walkways, exterior balconies, open decks, and terraces at the recreational area.
- (c) Pedestal. Portion of a building that contains the parking level entry lobby, office, manager's unit, storage, mechanical room, recreational facilities, and parking structures.
- (d) Tower. Portion of the building that contains residential units, parking structures, and may also include recreational facilities.
- (5) Restrictions on floor area.
- (a) No structure shall contain a FAR of greater than 3.0 for one lot; 3.75 for two lots; and 4.00 for three lots.
- (b) No more than one-half of a floor area used for amenities can be allocated for dwelling units.
- e. Permitted uses. Multifamily residential and recreational facilities ancillary thereof thereto.
- f. Site development standards.

(1) Standard Building Setbacks.

- (a) Setbacks for a new building without pedestal and tower design shall be as set forth in the following table:

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Adjacent single-family district</u>	<u>100</u>
<u>One side (interior)</u>	<u>15</u>
<u>Second side (interior)</u>	<u>20% of the lot width</u>
<u>Total side setback area free of structures at ground level</u>	<u>60</u>

- (b) For buildings with pedestal and tower design, the following setbacks shall apply:

- i. Front pedestal—20 feet
- ii. Front tower—25 feet
- iii. Rear pedestal/tower—25 feet
- iv. Sides pedestal—Ten feet
 - Tower—One side—15 feet
 - Tower—Other side—20 percent of frontage

(2) Flex setback.

Designer has the option to offer creative design solutions to the building configurations and the Village will allow the tower (and pedestal for sites involving only one lot) to encroach into the setbacks as per the following "flex box" criteria.

- i. The aggregate square footage of the floor area encroaching into the setback must be adjusted by deducting it from the buildable "box" allowed under the preceding standard setback regulations
- ii. Up to 25 percent (25%) of the square footage of all balconies shown on the plan as encroaching into the setback may be excluded from the calculation of the total square footage of the encroachment.
- iii. ~~and~~ In no instance is the designer allowed to build more area per floor than what is permitted under this the standard buildable "box".
- iv. In no instance may any wall length, which encroaches into any side yard setback, be longer than one-third of the length of a wall which is permitted under the buildable "box" and the standard setback regulations. Balconies with railings or other physical containment, which do not exceed 42 inches in height are not included in the measurement of the wall length.
- v. The length of wall measurement shall be made at the point of maximum encroachment into the flex setback area.

(3) Building height.

- (a) No structure shall exceed 170 feet in overall height above base flood elevation (BFE) including all structures for stairways, storage, mechanical, elevator, recreational uses, et cetera.
 - i. The total area of ~~these uses~~ stairways, storage, mechanical, elevator, recreational uses, et cetera shall not exceed 30 percent of the footprint of the last residential floor.
- (b) No structure shall exceed 150 feet from base flood elevation to the roof of the last residential floor and 160 feet for the overall height of the structure except that an elevator shaft may exceed 160 feet in height based on evidence of necessity as a result of requirements for elevator construction.
- (c) No Pedestal shall exceed 30 feet in height from grade.

(4) Off-street parking for multiple lot sites.

- (a) Off-street parking shall be required as set forth for residential uses under Section 9.3.C.
- (b) All parking spaces must be screened from ground level view.
- (c) All parking spaces must be designed to meet the requirements of Section 9.3.E.
- (d) The driveway required in 90-degree parking shall be a minimum of 22 feet zero inches wide.

(5) Off-street parking for single lot sites only

- (a) Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps are permitted to be smaller than twenty-two (22) feet in width if they are either limited to one-way traffic

or designed so that gates or other barriers prevent the entry of more than one vehicle at a time. No drive aisle may be less than 10.5 feet in width.

(b) Notwithstanding the above or the requirements of Section 9.3(E), mechanical parking lifts may be permitted in an enclosed garage structure if approved by the Village Commission through the PRD site plan review process, during which time, the Village Commission shall have the right to determine whether a valet parking program will be required for any new development utilizing mechanical parking lifts. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Both parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. A mechanical parking structure may be permitted if it meets the following standards:

- i. The mechanical parking lifts and the garage structure shall be designed so that the noise or vibration from the operation of the lifts shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions.
- ii. All mechanical parking lifts must be installed by the manufacturer or a manufacturer approved installer.
- iii. All lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once every six months. A copy of the inspection report must be provided to the Village.
- iv. All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.
- v. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
- vi. All mechanical lift components shall be Underwriters Laboratories (UL) approved.
- vii. All non-mechanical parking spaces in the garage structure must measure at least nine (9) feet in width by eighteen (18) feet in depth.
- viii. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of lifts. Proof of the service contract must be provided to the Village annually.
- ix. The ceiling height of any parking level with parking lifts within a garage shall be a minimum of 11 feet 6 inches.
- x. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below.

(6) Entrance feature/porte cochere.

- (a) A covered/sheltered entrance feature with a vertical clearance of at least fourteen (14) feet shall be permitted to be located up to the front property line.

(b) If loading spaces are provided at this location, 14½ feet of vertical clearance shall be provided.

(c) Columns may be provided to support a porte cochere.

(7) Balconies.

(a) Exterior balconies/terraces and covered walkways, excluding rooftops and other non-covered areas, may extend into setbacks a maximum of 25 percent of the allowable setback measurement but may not extend beyond the pedestal setback.

(b) Balconies projecting into setbacks shall be deemed as encroachments herein, but shall not be calculated as part of the floor area ratio.

(c) Notwithstanding anything herein to the contrary, in no event shall the total square footage of balconies exceed more than 25 percent of the total square footage of the buildable box.

(8) Landscape requirements. (Refer also to Ch. 18, Miami-Dade Landscape Code.)

(a) A minimum of 30 percent of the exposed roof deck of the pedestal and any open areas with amenities shall be landscaped.

(b) In addition "hardscape" (pavers, fountains, awnings, etc.) may be permitted if approved by the Village.

(c) An applicant shall be required to submit a detailed landscape plan to the Village. The landscape plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.

(9) Minimum Unit size. All units shall comply with the minimum size requirements as follows:

<u>Unit Type</u>	<u>Floor Area (Sq. Ft.)</u>
<u>Efficiency</u>	<u>600</u>
<u>One-bedroom</u>	<u>900</u>
<u>Two-bedroom</u>	<u>1,200</u>
<u>Three-bedroom or larger</u>	<u>1,350</u>

g. Application procedure. The applicant shall submit an application to the Village Manager, or his/her designee, on a form(s) prescribed by the Village Manager. The Village Manager shall require at least the following information which shall be considered the PRD application:

(1) Letter of intent;

(2) Payment of \$5,000.00 development review application fee for each application submitted. Fees incurred by the Village for special planning and/or legal consultant services during the development plan approval process shall be reimbursed to the Village by the applicant;

(3) A detailed site plan showing dimensions of building(s), structure(s), setback(s), open space(s), landscaping and off-street parking. The landscaping plan shall provide buffering and/or masking of all parking facilities;

(4) Proposed floor plans and elevations (including signage) for all buildings and structures encompassing the size, placement and number of units;

- (5) A complete list of uses and the square footage for each use;
- (6) A certified copy of a land survey;
- (7) Detailed calculations of water consumption increase and calculation of wastewater;
- (8) Any other documentation as the Village Manager, or his/her designee, reasonably determines is necessary to properly review the proposed project; and
- (9) Within ten days prior to the Planning and Zoning Board public hearing, the applicant shall furnish to the Village Manager, or his/her designee to make available for viewing
 - (a) an architectural model built to scale and photographs depicting same or a
 - (b) digital model on DVD depicting the proposed lot and structure including elevations all in relation to adjoining properties and structures thereon.
 - (c) Said model shall be retrieved by the developer within thirty (30) calendar days following the final public hearing before the Village Commission, and the DVD and photographs depicting the model shall become a part of the public records.
 - (d) Said model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that all setbacks for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.
- h. Public hearing procedure. At a public hearing, the applicant shall have the burden of proof in demonstrating that the PRD application complies with the purpose and intent of the PRD ordinance. In determining whether to grant approval of the PRD application, with or without appropriate and necessary conditions and safeguards, the Planning and Zoning Board and Village Commission shall determine whether the application complies with the purpose and intent of this section and shall make the following findings:
 - (1) Whether the application is consistent with the Village's Comprehensive Plan.
 - (2) Whether the proposed development will have a favorable effect on the economy of the Village.
 - (3) Whether the proposed development application will generate or result in excessive noise or traffic.
 - (4) Whether the proposed development will cause an undue or excessive burden on public facilities and services, including water, sewer, solid waste disposal, recreation, transportation, streets, roads, highways or other such facilities, which have been constructed, or which are planned or budgeted for construction.
 - (5) Whether the proposed development will tend to create a fire hazard or other dangerous conditions.
 - (6) Whether the proposed development will cause excessive overcrowding or concentration of people or population that would create evacuation concerns.
 - (7) Whether the proposed development will be compatible with the surrounding area and its development, and will demonstrate innovative design in order to minimize impact on surrounding properties.
 - (8) Whether the proposed development is a reasonable use of the property and results in a public benefit including, but not limited to, the enhancement of the subject real property and/or the redevelopment of structures in deteriorated or poor condition.

i. Legal effect of PRD.

- (1) Notwithstanding anything in the Code to the contrary, the approval of a PRD application shall be deemed an Overlay Zoning District to the existing zoning of the property.
- (2) The approved PRD application shall encompass the approved development and the development regulations applicable to the property, and shall not be subject to any variances as may be required by other sections of this Code.
- (3) However, the Village Commission shall be prohibited from approving a PRD application that would increase the intensity, density or height above that which is permitted in these PRD regulations.
- (4) In the event that the owner wishes to modify an approved PRD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space, or create an undue burden on any public facilities, a new PRD application shall be filed and shall be subject to the terms and conditions of this section.
- (5) In the further event that the owner shall not begin development pursuant to the approved PRD application for a period exceeding 12 months, the PRD designation shall lapse and the Overlay Zoning District for the subject property shall terminate.
- (6) The Village Commission shall have full authority to approve, approve with modifications, or deny a PRD application based upon its legislative determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare to at least an equivalent degree as the underlying zoning. Likewise, the Village Commission shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any PRD application.
- (7) Nothing contained in this section shall supersede or abrogate the express provisions of the Village's Comprehensive Plan, and all development orders issued by the Village shall not exceed the density limitations imposed by the Village's Comprehensive Plan. It shall be the duty of the Village Manager, or his/her designee, to advise the Village Commission whether any individual application will cause the density to exceed any density restrictions imposed by the Village's Comprehensive Plan.

E. CG General Commercial District

1. Purpose and intent. The purpose of this district is to encourage the development of general office, retail, service commercial, tourist accommodations, and commercial-residential mixed use.
2. Uses permitted:
 - (a) Bank or financial institution.
 - (b) Clinic, urgent care, or hospital.
 - (c) Dry cleaning substation or laundromat.
 - (d) Lounge or nightclub (subject to the provisions of Chapter 111 of the Village Code).
 - (e) Medical or dental office/laboratory.
 - (f) Personal services establishments, including but not limited to shoe repair, barber and beauty shop, stock brokerage, employment agency, travel bureau, and messenger service.

- (g) Post office.
- (h) Professional offices, including but not limited to architecture, accounting, engineering, investigative, investment and tax counseling law, medicine, and real estate.
- (i) Multi-family residential dwellings.
- (j) Tourist accommodations including hotels, motels, vacation rentals, and time sharing units.
- (k) Restaurants, coffee shops, delicatessens and fast order food establishments (excluding any form of drive-in or drive-thru service regardless of the type of establishment; see subsection E.3.a).
- (l) Outdoor seating/dining shall be subject to the following requirements and conditions:
 - (1) An application must be filed with the Village Manager, or his/her designee, for administrative review and approval, which shall include layout of all tables, chairs, benches, and other furniture; pedestrian ingress and egress; location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/ dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).
 - (2) Outdoor seating/dining areas and uses of the public right-of-way and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the Village Manager. Such permit shall not be transferable in any manner and is strictly a conditional use permit, issued for a period of one year, renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.
 - (3) The fee for outdoor dining/seating use and area will be charged annually in the amount of \$250.00; the permit fee shall be added to the occupational license fee for the main business.
 - (4) The applicant shall provide an indemnity agreement that is acceptable to the Village Manager. This agreement will include specification of liability insurance provided.
 - (5) The conditional use permitting of outdoor seating/dining use and area may be revoked by the Village Manager or his/her designee, upon finding that one or more conditions of these regulations have been violated, or that the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the Village.
 - (6) Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein. The length of suspension shall be determined by the Village Manager as necessary. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.
 - (7) Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area. Use of Village sidewalks for trash and garbage removal shall be prohibited.
 - (8) Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any street intersections, crosswalks, public seating areas and conveniences, bus stops, alleys, service easements, handicap facilities, or access to any other commercial establishments. The

width and location of the sidewalk pedestrian passage shall be as follows:

If there is seating on one side of the sidewalk, a minimum of five feet of sidewalk must remain clear and unobstructed for pedestrian passage;

- (9) Outdoor seating/dining area on the public rights-of-way shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.
- (10) Tables, chairs and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven feet above grade.
- (11) Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment
- (12) Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.
- (13) Carts and trays for serving food are permitted in the outdoor seating/dining area.
- (14) Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.
- (15) Outdoor seating/dining areas may serve alcoholic beverages where such service is strictly incidental to the service of food and from a service bar only; provided no entertainment of any kind is furnished. No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.
- (16) Any administrative decision may be appealed to the Village Commission in accordance with the requirements of this Code.
- (17) The hours of operation shall coincide with that of the primary restaurant.
- (m) Retail sales establishments, including but not limited to the sale of appliances, books, stationery, drugs, hardware, liquor, groceries, meats, produce and fish; however, such retail sales shall be restricted to merchandise stored and displayed within the main structure.
- (n) Radio and television transmitting station and studio.
- (o) Storage facilities in connection with permitted uses or non-industrial mini-storage facilities in conjunction with other retail, commercial or mixed uses, including the rental of motor vehicles and trailers consistent with off-street parking restrictions (Section 9.6(A)) for self-hauling purposes and the storage of said vehicles on premises, subject to site plan approval by the Village Commission; provided, however, that all such material, including waste and cooling systems and the above described motor vehicles and trailers shall be stored or erected entirely within the walls of a building. Such rental vehicles shall not be over 30 feet in length. Parking shall be provided for the storage facility portion of any mixed use facility at the rate of one space for every 8,000 square feet of storage area.
- (p) Studios for artists, photographers, sculptors, or musicians, including: the teaching of art, music, dancing, or artistic instruction.
- (q) Marijuana dispensary meeting the requirements of Chapter 14.
- (r) Daycare or nursery

- (s) Repair service establishments (shoes, watches, appliances, and other similar uses)
- (t) Gym or fitness center
- (u) Commercial parking lot
- (v) Business, vocational, and trade schools
- (w) Pharmacy
- (x) Animal hospital, grooming, and/or kennel
- (y) Funeral home or mortuary
- (z) Art gallery
- aa Religious institution
- bb Lodges, fraternal organizations, and union halls
- 3. Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions (See Section 8.11).
 - a. Drive-thru or drive-in service.
 - b. Marinas, provided that the following provisions are adhered to:
 - (1) No docks or piers, including mooring piles, catwalks, and other appurtenances, shall be constructed closer than 7.5 feet to any adjacent property line.
 - (2) In no case shall a dock or pier project more than ten percent into the width of any waterway.
 - (3) Fire prevention and fire control equipment shall be provided as required by the South Florida Building Code.
 - (4) In conjunction with the dockage or moorage of vessels, the following water-related activities, vessels and structures are prohibited:
 - (a) Commercial vessels.
 - (b) Haul-out facilities for major boat repair or overhaul work.
 - (c) Unscreened storage of boating supplies or accessories in the required front yard setback area.
 - (d) Permanent live-aboard vessels except as required for work or security purposes.
 - c. Mixed-use commercial and multifamily structures, provided they conform with the following requirements and standards:
 - (1) Minimum lot size of 27,000 square feet.

(2) Minimum setbacks:

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Side, (each)</u>	<u>15, plus five feet for each story over three</u>
<u>Second side</u>	<u>20% of lot width</u>
<u>Adjacent to single-family district</u>	<u>100</u>
<u>Total side setback area free structure at the ground level shall be at least 60 feet.</u>	

(3) Maximum building height: 150 feet or 15 stories, whichever is less, a maximum of four stories may be utilized for a parking structure.

(4) Minimum pervious area: 20 percent of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

(5) Maximum density: 70 efficiency or one bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

<u>Unit Type</u>	<u>Required Lot Area (sf/unit)</u>	<u>Density (Units/Acre)</u>
<u>Hotel or motel room with or without kitchen facilities</u>	<u>440</u>	<u>99.0</u>
<u>Efficiency</u>	<u>622</u>	<u>70.0</u>
<u>One-bedroom</u>	<u>622</u>	<u>70.0</u>
<u>Two-bedroom</u>	<u>685</u>	<u>63.6</u>
<u>Three or more bedrooms</u>	<u>750</u>	<u>58.1</u>

(6) Minimum floor area.

<u>Unit Type</u>	<u>Floor area (sf)</u>
<u>Efficiency or hotel room</u>	<u>400</u>
<u>One-bedroom</u>	<u>750</u>
<u>Two-bedroom</u>	<u>1,000</u>
<u>Three or more bedrooms</u>	<u>1,150</u>

(7) Minimum boardwalk/baywalk accessibility criteria: Properties contiguous to Biscayne Bay and its natural tributaries shall provide a public access boardwalk/baywalk in the riparian right-of-way or an upland shoreline access easement adjacent to and parallel to the riparian right-of-way. These properties shall also provide a connective public easement connecting contiguous properties and the public right-of-way to these building

shoreline access areas.

- (8) Height bonus. The following maximum building height bonuses are permitted in the RM-70 District when any of the design bonus alternatives listed in 8(A) through 8(H) are incorporated into proposed project and the incorporated alternatives are subsequently approved by the Village Commission upon recommendation of the Planning & Zoning Board. Bonus approval shall be done at the time of Site Plan Review as required by Section 5.8. Each bonus alternative may be claimed once for a development and multiple awards for the same bonus feature shall not be permitted.

The Village Commission may grant bonuses subsequent to a public hearing when it is determined by the Commission that the proposed bonus amenities are substantive in nature, contribute to an overall project design which takes into account the public's critical interests in new development and where the proposed plan is otherwise in substantial conformity with the Village's Comprehensive Plan.

- (a) Twenty-foot height bonus. An additional impact fee of \$1,500.00 per unit in the building shall be paid to North Bay Village for beautification of the John F. Kennedy Causeway (State Road 934). This fee shall be set towards a Causeway Beautification Fund and/or
- (b) Twenty-foot height bonus. A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the construction of a Village-wide boardwalk. This fee shall be set towards a Boardwalk Fund and/or
- (c) Twenty-foot height bonus. A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the remodeling of the entrances to the islands. This fee shall be set towards an island entrance Remodeling Fund and/or
- (d) Ten-foot height bonus. A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for providing art in public places. This bonus is applicable only in conjunction with one of the above three-mentioned bonuses. This fee shall be set towards an Art in Public Places Fund and/or
- (e) Ten-foot height bonus. A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for the planting of trees for the interior island streets. This fee shall be set towards a tree fund for the interior island streets and/or
- (f) Ten-foot height bonus. A developer shall be required to pay a fee of \$750.00 per unit in the building, which shall be utilized for sidewalk enhancement, as well as the replacement of walkway areas from plain concrete to brick pavers. This fee shall be set towards a sidewalk enhancement fund

(g) Reserved

- (9) Density bonus. Each parcel shall have the ability to purchase additional buildable units from North Bay Village for a price of \$40,000.00 per unit. These units shall be derived from land currently owned by the Village, which will not be developed into residential buildings in the future. The money from these units shall be utilized for future Village parks and for the purchase of land for additional open green space. These units are to come from the development rights of Village Hall as well as the public works property on Treasure Island. The total buildable units are: 129 Efficiencies; 129 1-Bedroom Units; 117 2-Bedroom Units; 106 3-Bedroom Units. Monies due from development under the bonus participation program shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission. Thereafter, the appropriate number of units will be deemed to the property. {This fee shall be set towards a Village Park Fund}.

(10) Other requirements:

- (a) A Public access boardwalk as required by the Miami Dade County Shoreline Review Committee. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor).
 - (b) All exterior paving surfaces, except for covered parking garages, shall be constructed of brick pavers.
 - (c) A water feature shall be provided in the front of each development.
 - (d) Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.
 - (e) Developments shall provide streetscape benches along the boardwalk areas.
 - (f) All parking garages shall be constructed with architectural features that hide them from public view. (glass, screening, greenery etc.).
 - (g) Lighting shall be provided in all areas in the front of development where trees are planted.
- (11) Funds paid to North Bay Village as a result of any bonus participation program shall be transferred between all accounts created for the purposes listed herein.
- (d) Printing and publishing establishments, including blueprinting and photostating, provided that no such use shall occupy more than 1,500 square feet of gross floor area.
- (e) Service stations, provided that the following provisions are adhered to:
- (1) All structures shall be designed in a manner that is compatible with the overall environmental and architectural design goals of the community.
 - (2) All properties shall have at least 150 feet of frontage.
 - (3) All new and used merchandise shall be stored and displayed within the main structure except tires, accessories, and lubrication items, which may be maintained in movable or enclosed cabinets.
 - (4) No used or discarded automotive parts or equipment or permanently disabled or wrecked vehicles shall be located outside the main structure except within an enclosed trash storage area.
 - (5) Major repairs or engine overhauling or transmission repair, painting, body and fender repair, and tire recapping is not permitted.
 - (6) The rental of heavy equipment and the sale or rental of merchandise not related to the motoring public, other than as specified herein, is excluded.
 - (7) The storage of up to ten rental trailers or automobiles is permitted, provided that the trailers or automobiles are backed up against a six-foot high wall, and located not less than 20 feet from any sidewalk, street, or driveway.
 - (8) Car washes are permitted as an ancillary use subject to being located 200 feet from residential uses and subject to hours of operation.
 - (9) Trash shall be stored in areas shielded from public view. Storage trash containers shall be enclosed and covered.
 - (10) Any lights provided to illuminate or advertise the service station, shall be installed and

maintained in a manner so as not to create an undue glare on adjacent properties.

(11) Structures shall not occupy more than 30 percent of the total lot area.

(12) Driveways shall be permitted at the intersections of primary and secondary arterials, provided the construction of driveway entrances is within the curb return, but shall be at least five feet beyond the end of the curb return. At all intersections, whenever possible, combine driveways servicing both service station and adjacent uses, shall be designated and provided.

(13) Planter areas and tree wells shall be constructed and equipped with irrigation and drainage facilities and landscaped prior to final building inspection.

(14) Whenever the use abuts a residential district, a wall shall be erected along the property line eight feet in height.

(15) Service stations shall not be permitted within 300 feet of the property line of any church, synagogue, hospital, and school.

(16) No more than four service stations shall be permitted within the Village at any one time.

(f) Theaters for the showing of motion pictures shall provide no less than 400 fixed seats. When the theater is to be used solely for activities of a performing art, or an event of a cultural or civic nature, a lesser number of seats may be required by the Commission.

(g) Yacht clubs, provided they have a minimum of 150 feet of water frontage and no main building is less than 4,000 square feet in gross floor area.

4. Prohibited uses. Boat storage facilities utilized for the purpose of storing boats shall be prohibited in the CG (General Commercial) District.

5. Site development standards.

a. Minimum lot size:

Area—10,000 sf

Frontage—75 feet

b. Minimum yard setbacks:

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Side, (each)</u>	<u>15, plus five feet for each story over three</u>

c. Maximum building height: 130 feet or 12 stories, whichever is less, two stories of which may be utilized for a parking structure.

d. Minimum pervious area: 20 percent of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

e. Refer also to Miami-Dade Landscaping requirements.

F. Bay View Overlay (BVO) District.

1. General requirements.

a. Purpose and intent. The BVO District is intended to encourage taller, narrower, mixed use buildings on commercial lots on the north side of Kennedy Causeway where such lots front directly on, and provide unimpeded views north to Biscayne Bay. As such, this district provides the opportunity for development and redevelopment of mixed use residential buildings at greater heights than are otherwise permitted in the CG Zoning District if certain requirements are met. In order to provide incentives for re-development and streamline the development approval process, the BVO District has been pre-designated on the official zoning map. Application of the development incentives available in the BVO District to individual properties will be reviewed and approved by the Planning and Zoning Board and Village Commission concurrently with the site plan approval process.

b. Applicability.

- (1) The BVO District provides for an optional set of development regulations that may be voluntarily employed in the mixed use development of lands located within geographic limits of the BVO District shown on the official zoning map.
- (2) All regulations of the underlying zoning district that are not otherwise addressed in these regulations shall apply. Where the underlying zoning district and the BVO District both apply, the BVO District shall govern.
- (3) If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.

c. Procedure.

- (1) BVO standards review. Applications to use the development standards provided in the BVO District shall be processed concurrently with all other required development applications. At a minimum, the following applications are necessary and shall be considered in the following order:
 - (a) Use exception review required;
 - (b) Building height bonus review to 240 feet pursuant to Section 8.10.D.5;
 - (c) Bay View Overlay District standards review; and
 - (d.) Site plan review required.
 - (2) Approval. Applications require approval by the Village Commission following a single public hearing and a recommendation from the Planning and Zoning Board. In order to approve an application, the Village Commission shall find that the development proposed:
 - (a) Is compatible with surrounding intensities and densities of development;
 - (b) Provides access to adequate light and air for surrounding properties; and
 - (c) Preserves views of, and view corridors to, Biscayne Bay consistent with the Village's 2007 Master Charrette Plan.
2. Allowable uses. All uses listed as permitted or special exception uses in the underlying zoning district shall be permitted equally in the BVO District, and such use shall be subject to all conditions, requirements or limitations applicable to the use in the underlying zoning district.

except as may otherwise be set forth in this section.

3. Building heights. A building height of up to a maximum of 340 feet may be proposed under the following conditions:

a. Lots over 500 feet in depth. For parcels where the lot depth is more than 500 feet, the following conditions shall apply:

- (1) The property is approved for a building height of 240 feet under the building height bonus provisions of Section 8.10.D.5.
- (2) The portion of any building that is more than 240 feet in height must be set back from the front property line by a distance that is not less than the height of said portion of the building.
- (3) If any portion of a building on the site exceeds 240 feet in height, no part of any building on the site may be closer to either side property line than a distance equal to 20 percent of the width of the lot.

b. Lots under 500 feet in depth. For parcels where the lot depth is less than 500 feet, the following conditions shall apply:

- (1) The property is approved for a building height of 240 feet under the building height bonus provisions of Section 8.10.D.5.
- (2) The entire portion of a building that is more than 240 feet in height must be set back from the front property line by a distance that is at least 40 feet, plus two feet for each foot of the highest building height in excess of 240 feet.
- (3) If any portion of a building on the site exceeds 240 feet in height, the two side yards together must total 60 percent of the width of the lot, provided the smallest side yard may not be less than 20 percent of the width of the lot.

G. Government Use District

1. Purpose and intent. The Government Use Zoning District is intended for federal, state and local government activities, transportation facilities, public facilities and utilities and other similar facilities owned or operated by government that generally serve and benefit the community.
2. Uses permitted:
 - a. Government owned facilities
 - b. Government operated facilities
3. Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions.
4. Site development standards
 - a. Minimum lot size
 - (1) Area: no minimum lot size
 - (2) Frontage: no minimum frontage
 - b. Minimum yard setbacks
 - (1) Kennedy Causeway: 20 feet

- (2) Other street frontages: 10 feet
- (3) Rear: 10 feet
- (4) Abutting commercial zoning district: 5 feet
- (5) Abutting multi-family zoning district: 7 feet
- (6) Abutting single-family zoning district: 15 feet
- c. Maximum building height: 150 feet
- d. Minimum pervious area: Fifteen percent of the total parcel

§ 8.11 – Use exceptions

A. Purpose and intent.

In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, use exceptions are permitted by these regulations.

B. Use exceptions permitted.

The Village Commission may permit the following buildings and uses as use exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.

- 1.. Structural alterations to special uses, after these uses are approved by the Village Commission.
- 2. Other special uses as may be enumerated in specific zoning districts.
- 3. Assisted living facility or nursing facility.
- 4. Temporary sales/marketing office approval for no more than 12 months.
- 5. Farmers' market

C. Expiration of use exception.

After the Village Commission has approved a use exception, the use exception shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the use exception was granted.

D. Reapplication for use exception.

No application for a use exception shall be filed less than one year after the date of disapproval by the Village Commission of an application for a use exception involving the same land or any portion thereof.

DIVISION 3, SUPPLEMENTAL USE REGULATIONS

§ 8.12 – Supplemental Use Regulations

A. Accessory uses and structures.

The following accessory uses and structures shall be permitted when such uses or structures are ancillary, in connection with, and incidental to, the principal use or structure allowed within the zoning district in question in which the principal use or structure is located.

1. Permitted accessory uses by zoning district

a. In all residential districts:

(1) Private garages or carports provided:

(a) No solid wall exterior facades or enclosures are allowed;

(b) Enclosures must create window facades proportional to the existing windows at the front of the home;

(c) A landscaped area is created in front of the enclosed garage to a depth of 24" inches and covering the width of the original garage opening; and

(d) Such greenspace shall be cut out from any existing driveway material that may run up to the new enclosure, or enclosure may maintain a garage door facade.

(2) Private swimming pools, cabanas, whirlpools, saunas, spas and hot tubs.

(3) Private tennis, basketball or volleyball courts or other similar outdoor recreational uses.

b. In all zoning districts

(1) Television and radio antenna structures, except for those of a microwave relay or transmission nature, subject to the provisions of Section 8.13(N).

(2) Caretaker or watchman quarters when such quarters are associated with an active construction project.

(3) Storage structures, provided no structure exceeds 150 square feet in gross floor area and is not more than 12 feet high from grade.

(4) Doghouse, pens, and other similar structures for the keeping of commonly accepted household pets, provided, however, the requirements of Sections 91.03 and 91.10 through 91.12 of the Village Code of Ordinances are complied with.

(5) Disaster Shelters

2. Special Regulations. The following regulations shall apply to all accessory uses and structures:

a. No accessory structure shall be occupied or utilized unless the principal structure to which it is accessory is occupied or utilized.

b. All accessory uses and structures shall comply with the use limitations applicable in the zoning district in which they are located

c. All accessory uses and structures shall comply with the site development standards applicable in the zoning district in which they are located, unless specifically authorized otherwise herein.

d. All accessory uses shall be arranged and maintained so as not to encroach into any required yard setback area, unless specifically authorized otherwise within the provisions of this chapter.

- e. All accessory structures shall comply with all provisions of the South Florida Building Code, as amended.

DIVISION 4, SUPPLEMENTAL DEVELOPMENT STANDARDS

§ 8.13 – Supplemental Development Standards

A. Awnings and canopies.

1. Pedestrian related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. Awnings have an impact on the appearance of the storefront and building and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:
 - a. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.
 - b. Continuous awnings over several stores are prohibited.
 - c. Individual awnings should be distinct from its adjacent neighbor. When multiple awnings are attached to one building, awnings shall be of identical height and depth.
 - d. High gloss vinyl (plastic) awnings, backlit, and metal awnings are prohibited. These awnings, because of their high visibility, become attention getting devices - such as a sign, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances.
 - e. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.
 - f. Awnings shall be maintained in good repair, free from tears, fading or peeling.
 - g. Awnings may be supported by poles and connected to the building underneath.
 - h. Awnings needing vertical support columns are prohibited in the setback area.
 - i. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.
 - j. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of eight feet above the sidewalk.
 - k. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.

B. Boats, docks and piers. Dockage space and facilities for the mooring of pleasure boats, yachts and other noncommercial watercraft may be permitted in any residential district on any waterway as an accessory use, provided that:

1. No boat may be used or maintained for overnight sleeping or living purposes or as a place of residence. ~~or for any commercial purpose~~
2. No boat may be used for any commercial purpose.
3. No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from

any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida.

4. Temporary piers, floating docks, or similar temporary moorings are prohibited.
5. All the regulations, standards, and requirements of Chapter 150 of the Village Code shall be complied with.
6. Barges and vessels shall be permitted in residential districts only for loading, unloading and on-site construction, in compliance with Chapter 150.

C. Clotheslines.

No clotheslines, drying racks, poles, railings, or other similar devices for hanging clothes, rags, or other fabrics shall be erected or maintained in a front or corner side yard.

D. Construction materials on premises before permit issued; removal of materials.

1. Construction materials and equipment shall not be deposited on any premises, lot, or proposed building site in any district prior to the obtaining of a building permit as required herein.
2. Surplus materials and construction equipment shall be removed from the premises if the job is abandoned, and before occupancy of the completed structure will be permitted.

E. Dumpster enclosures.

1. Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and mechanical rooms shall conform to the following criteria:
 - a. When associated with new construction or rehabilitation valued at more than 30 percent of the building value as determined by the building official:
 - (1) Restaurant and/or drinking uses, trash and garbage facilities shall be within an enclosed, air-conditioned garbage room; and
 - (2) Commercial, office or multifamily uses, trash and garbage facilities shall be within an enclosed, cross-ventilated garbage room.
 - b. When located outside of the building, the trash and garbage facilities shall be enclosed within a decorative CBS, wood, metal or recycled products material, opaque structure. The structure (including opaque gates) shall be painted or finished to match the building appearance. No such containers shall be kept, utilized, left stored or maintained in front of any principal structure, except on collection day.
 - c. Dumpster enclosures shall be located in visually obscure areas of the site and shall be designed in a manner as to visually screen the dumpster from adjacent view, and shall include a dumpster locking device on containers that include food waste to prevent access to the dumpster by birds or rodents.
 - d. Dumpster enclosures shall be placed in such a manner as to allow sanitation trucks to pick up garbage in a manner they are designed for.
 - e. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet

wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.

- f. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.
- g. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.
- h. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

F. Fences, walls and hedges.

1. When required

- a. An eight-foot high wall, hedge, or fence shall be required along all side and rear commercial property lines which are contiguous to a residential zoned property, subject to vision clearance requirements established elsewhere in this section.
- b. All permitted outdoor storage areas in multifamily residential and commercial zones shall be visually screened from public view by an eight-foot high solid wood or masonry fence or wall.
- c. Fences or walls to be built in connection with other permitted recreational uses such as baseball backstops, tennis courts, handball courts, and the like shall be permitted at the height necessary for the particular use.
- d. All vacant lots adjacent to Kennedy Causeway shall be hedged along that portion of the lot which is adjacent to Kennedy Causeway.
 - (1) The hedge shall not exceed four feet in height and not be lower than two feet in height and shall be of sufficient thickness and density so as to provide a physical barrier similar in effect to a fence.
 - (2) The hedges shall be continuously and regularly trimmed, and any dead plants, or plants which fail to bear leaves, shall be regularly and timely replaced.
 - (3) The remainder of the lots shall be fenced or hedged so as to prevent the unauthorized entry of motor vehicles thereon.
- e. Concrete Block Walls. No fence, solid contiguous wall or ledge consisting of blocks or concrete shall be erected, constructed, installed or maintained in any manner parallel to the 79th Street Causeway.

2. Prohibitions

- a. No fence, wall, or hedge may be constructed, installed, or maintained within six feet of any fire hydrant or other emergency apparatus.
- b. No fence, wall, or hedge may be constructed, installed, or maintained which in any manner creates a visual obstruction to vehicular traffic. In no event shall any fence which obstructs or obscures vision, or any wall or hedge exceed four feet in height within 30 feet of the intersection of official right-of-way lines.
- c. No wall or fence shall exceed five feet in height within any required front yard setback, provided such fence or wall does not create a visual obstruction to pedestrian or vehicular traffic. Additionally:
 - (1) Landscaping shall be required on the street side of any such wall or fence;
 - (2) Any concrete wall or concrete block wall shall be sustained in a finished condition.

- d. Hedge heights shall not exceed twelve (12) feet in height in the front, rear and side setbacks in the RS-1 and RS-2 Districts, provided that:
 - (1) Such hedges do not interfere with vehicular traffic or visibility on public rights-of-way;
 - (2) Such hedges are neatly trimmed;
 - (3) The property owner responsible for planting the hedge shall maintain the entire hedge, including the sides facing the neighboring properties in order avoid any hindrance to said neighboring property.
 - (4) Hedge planting is strictly prohibited within the Village right-of-way or easement area.
- e. Walls and fences in the rear and side setbacks shall not exceed-a height of six feet.
- f. No chain link, wire or cable fencing or fences similar in appearance to any of the foregoing, will be permitted within front setbacks. (This includes all areas past the front edge of the house running towards the street.)
- g. Ornamental entrances, fountains, plant containers, and similar architectural features exceeding the wall height restriction will be permitted, provided that:
 - (1) No such feature shall exceed in height the wall height restriction for that district plus three feet; and
 - (2) There shall be only one such feature in any front, side or rear yard, except that there may be two entrance gates.
- h. Planting of vegetation in easement areas shall conform to the following:
 - (1) No trees may be planted within any easement or public right-of-way area as shown on the recorded plats of the various subdivisions of the Village ("easement areas").
 - (a) Nothing in this section shall be construed to prohibit the planting of low growth landscaping in the easement or right-of-way areas ("easement landscaping").
 - (b) Easement or right-of-way landscaping is subject to removal by the Village without notice in the event that this landscaping impedes access to these areas. The Village shall not be responsible for damage to the removed landscaping;
 - (c) Prior to planting such easement landscaping in easement areas, the property owner shall execute a permission for removal, release and indemnification agreement, in a form acceptable to the Village, pertaining to such easement.
- i. North Bay Island. The linear footage of any property's street front Village easement or right-of-way area must maintain a greenspace (pervious) area whereby the permissible paved area is to be limited to only 40 percent of that total linear footage.
 - (1) The protected greenspace shall be restricted from any paving materials including but not limited to asphalt, concrete, brick, pavers, gravel or solid cover of mulch.
 - (2) The depth of that protected pervious area must be maintained at full easement depth from the street to the property boundaries.
 - (3) Any paving of the property frontage beyond the easement area (within front yard), and greater than 40 percent of the permitted linear footage must create a green landscape facade to decrease the sight line of that paved surface from the street view.
- j. All islands.
 - (1) Front yard area may be paved up to 40 percent of the total linear footage.

- (2) The balance of footage may only be paved if a greenspace is created between the Village's sidewalk and the paved area, for a depth of no less than 48 inches, and heavily landscaped to create green landscape facade to decrease the sight line of that paved surface from the street.
- k. Nonconforming uses of land. The lawful use of land existing at the time of the passage of this ordinance or an amendment thereto, although such uses do not conform to the provisions of this ordinance, may be continued subject to the following provisions:
- (1) Front yard areas may not be increased in paved areas.
- (2) All rights and obligations subject to the nonconforming use of the land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy.
3. General requirements
- a. Construction and materials.
- (1) No fence or wall may be constructed of materials which will be hazardous to the health, safety, or welfare of persons or animals.
- (2) Fences which are erected with sheathing, pickets or slats on one side only shall have such materials placed on the side of the fence facing the adjacent property in such a manner as to conceal the structural elements of the fence from off premises view.
- (3) Walls or fences constructed of concrete block shall be constructed so that the side facing away from the property on which the wall or fence is located shall be finished with stucco or some other approved material.
- b. Maintenance. All fences, walls, and hedges shall be maintained in a safe, attractive, and non-hazardous condition.
- (1) Hedges shall not extend over or into the public right-of-way for the full height of the hedge.
- (2) Maximum height.
- (a) No fence or wall shall exceed six feet in height and no hedge shall exceed six feet except as may be permitted or further restricted elsewhere in this section.
- (b) The height of a wall, fence, or hedge shall be the vertical distance measured from the average elevation of the finished building site to the top of the wall, fence, or hedge.
- (c) The average elevation shall be measured along the wall, fence, or hedge line that the same is to be placed.
- (d) The land within the area which the wall, fence, or hedge is to be placed may not be increased or decreased to effect the permitted height unless the entire building site is to be graded to level off this area.
4. Temporary fence around construction site. Nothing in this section shall be deemed to prohibit the erection and maintenance of a temporary fence around construction sites on which actual construction activity is taking place pursuant to a valid active building permit.
- a. The fence may exceed the height limitations in this zoning code if the fence is constructed of solid wood (or plywood) and is decorated in an attractive and artful design as shall be determined by the Village Commission or appropriately designated board.

- b. In no event shall the fence exceed eight feet in height.
- c. Chain link fences shall not be the permitted around construction sites unless screening is used with the chain link to conceal construction materials from outside view.

5. Existing nonconforming fences and/or walls; removal.

- a. Intent. It is the intent of this division to recognize that the eventual elimination of existing fences, that do not conform with the provisions of this chapter, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new fences that would violate the provisions of these regulations. It is also the intent of this division that there shall not be any unreasonable burden upon established private property rights.
- b. Continuance. Subject to the amortization schedule below, a nonconforming fence may be continued and shall be maintained in good condition, but shall not be:
 - (1) Enlarged or changed to another nonconforming fence.
 - (2) Reestablished after its removal.
 - (3) Reestablished after being damaged or deteriorated whereby the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost.
- c. It shall be the responsibility of the Code Enforcement Officer to make an inventory and a record of all nonconforming fences and to serve notice on the owners or users of such fences within 30 days after the adoption of these regulations. The period of nonconformity shall nonetheless begin as of the date of the passing of this division. The inventory shall include the following:
 - (1) Owner.
 - (2) Type of fence
 - (3) Location.
 - (4) Reason for classification as nonconforming.
 - 5) Date fence was erected.

G. Height exceptions.

Church steeples, bell towers, chimneys, tanks, decorative features, elevator lift housing, air conditioning units, or other mechanical or functional features may exceed zoning district height requirements, except as may be otherwise stipulated herein.

H. Outdoor dining and sidewalk cafes.

- 1. Café tables in the right-of-way can bring activity to the street. They can provide a wonderful means of people-watching for diners and pedestrians. Consideration should be given to unification of these elements within a block from street to street.
- 2. Restaurants and bars are also encouraged to provide outdoor service in courtyards or arcades.
- 3. Sidewalk cafés on the public right-of-way may be allowed upon approval by the Village Commission.
- 4. Outdoor restaurants, bars or sidewalk cafés must be associated with an adjacent licensed restaurant and comply with all other zoning regulations and conform to the following criteria:
 - a. An application must be filed with the Village Manager, or his/her designee, for administrative review and approval, which shall include:

- (1) Layout of all tables, chairs, benches, and other furniture;
 - (2) Pedestrian ingress and egress;
 - (3) Location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).
- b. Outdoor seating/dining areas and uses of the public right-of-way and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the Village Manager.
 - (1) Such permit shall not be transferable in any manner and is strictly a conditional use permit, issued for a period of one year, renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.
 - (2) The fee for outdoor dining/seating use and area will be charged annually in the amount of \$250.00; the permit fee shall be added to the occupational license fee for the main business.
- c. The applicant shall provide an indemnity agreement that is acceptable to the Village Manager. This agreement will include specification of liability insurance to be provided.
- d. The conditional use permitting of outdoor seating/dining use and area may be revoked by the Village Manager or his/her designee, upon finding that:
 - (1) One or more conditions of these regulations have been violated, or
 - (2) That the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the Village.
- e. Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein.
- f. The length of suspension shall be determined by the Village Manager as necessary.
- g. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.
- h. Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area.
- i. Use of Village sidewalks for trash and garbage removal shall be prohibited.
- j. Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any street intersections, crosswalks, public seating areas and conveniences, bus stops, alleys, service easements, handicap facilities, or access to any other commercial establishments.
- k. If there is seating on one side of the sidewalk, a minimum of five feet of sidewalk must remain clear and unobstructed for pedestrian passage;
- l. Outdoor seating/dining area on the public rights-of-way shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.

- m. Tables, chairs and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner.
- n. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven feet above grade.
- o. Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment
- p. Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.
- q. Carts and trays for serving food are permitted in the outdoor seating/dining area.
- r. Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.
- s. Outdoor seating/dining areas may serve alcoholic beverages where such service is strictly incidental to the service of food and from a service bar only; provided:
 - (1) No entertainment of any kind is furnished.
 - (2) No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.
- t. Any administrative decision may be appealed to the Village Commission in accordance with the requirements of this Code.
- u. The hours of operation shall coincide with that of the primary restaurant.
- v. Placement of tables, chairs and related equipment shall be situated to ensure that a minimum of five feet straight pathway on the sidewalk is maintained at all times as an unobstructed pedestrian path.
- w. Serving through windows is not permitted.
- x. Food preparation shall only occur in the enclosed restaurant.
- y. Because tables provide sufficient advertisement, no additional signs for sidewalk café are permitted.
- z. Outdoor furniture shall be substantial enough not to blow over with normal winds.
- aa. All outdoor furniture and fixtures shall be tastefully compatible and approved by the Planning and Zoning Official.
- bb. All disposable table materials such as plates, glasses, and napkins shall be imprinted with the name of the café (stickers may be used). This regulation is to control litter.
- cc. Sidewalk cafés shall receive a revocable permit subject to the procedures established by the Village.

l. Recreational and camping equipment.

Recreational and camping equipment in the form of travel and camping trailers, truck trailers, and motor travel homes, designed and used as temporary living quarters for recreation, camping, or travel use may be parked in the open on sites containing single-family residences, subject to the following conditions:

- a. No more than one piece of recreation or camping equipment shall be parked on the site.
- b. Such parking shall be limited to the equipment owned or leased by the owner-occupant or

occupant-lessee of the site concerned, or owned or leased by a bona fide out-of-Dade County house guest of the occupant of the site concerned, with the parking of such equipment by the guest not to exceed 14 days.

- c. The location for such parked equipment shall be to the rear of the front building line and behind the side street building line, in each case the building line referred to being that portion furthest from the street.
- d. Such equipment and the area of parking shall be maintained in a clean, neat, and presentable manner and the equipment shall be in a usable condition at all times.
- e. Such equipment shall, at all times, have attached a current vehicle registration license tag.
- f. No major repairs or overhaul work on such equipment shall be made or performed on the site or any other work performed thereon which would constitute a nuisance under existing ordinances.
- g. When parked on the site, such equipment shall not:
 - (1) Be used for living or sleeping quarters, or
 - (2) Be used for housekeeping or storage purposes and
 - (3) Shall not have attached thereto any service connection lines, except as may periodically be required to maintain the equipment.
- h. The maximum length permitted for such equipment shall not exceed 30 feet and the maximum height shall not exceed ten feet.
- i. Such equipment shall be so secured that it will not be a hazard or menace during high winds or a hurricane.

J. *Safe and sanitary dwelling unit standards.*

The following shall be the minimum standards to be enforced in North Bay Village relative to the safe and sanitary maintenance of dwellings and dwelling units:

- 1. All foundation walls shall be structurally sound, reasonably rodent-proof, and maintained in good repair.
- 2. Foundation walls shall be considered to be sound if they are capable of bearing imposed loads and are not deteriorated.
- 3. Every dwelling unit shall be reasonably weathertight, watertight, and rodent-proof.
 - a. Floors, walls, ceilings, and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair.
 - b. Windows and exterior doors shall be reasonably weathertight, watertight and rodent proof, and shall be maintained in good working condition.
 - c. All parts of the structure that show evidence of rot or other deterioration shall be repaired or replaced.
- 4. Every inside and outside stairway, porch, and every appurtenance thereto, shall be maintained in a safe condition and be capable of supporting loads which normal use may impose.
- 5. Every chimney and smoke pipe, and all flue and vent attachments thereto, shall be maintained in such condition that there will be no leakage or backing up of smoke and noxious gases into the dwelling.
- 6. All exterior surfaces subject to deterioration shall be properly maintained and protected from the

elements by paint or other approved protective coating applied in a workmanlike fashion.

7. Every plumbing fixture, water pipe, waste pipe, and drain shall be maintained in good sanitary working condition, free from defects, leaks, and obstructions.
8. The floor surface of every water closet compartment, bathroom, and shower room shall be maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
9. Every supplied facility, piece of equipment, or utility shall be maintained in a safe and satisfactory working condition.
10. No owner or occupant shall cause any service, facility, equipment, or utility required to be removed from or discontinued for any occupied dwelling or dwelling unit except for such temporary interruption as may be necessary while actual repairs, replacement, or alterations are in process.
11. For these purposes, every owner of a building containing three or more dwelling units, shall provide the continuing service of a person or persons solely to assure that the minimum requirements of maintenance and sanitation, as provided herein are maintained on the premises at all times.
12. The provisions of the Dade County Minimum Housing Code shall apply as a minimum standard for Village enforcement.

K. Security guards.

1. Definitions: The term security guards shall be synonymous with burglar guards and shall refer to steel bars commonly installed on the exterior or interior of doors or entryways and windows or breezeways or private residences, including free standing as well as multifamily residences and commercial and industrial buildings.
2. No security guards may be installed on the exterior of doors and entryways, windows and breezeways on front and side elevations of buildings which face a street or public right-of-way.
3. Continuance and removal of nonconforming security guards.
 - a. A nonconforming security guard (one which is in existence at the effective date of this section) may be maintained and continued in use as a legal nonconforming use.
 - b. However, no such security guard may be enlarged or replaced by another nonconforming device.
 - c. At such time as title to the property changes, all nonconforming security guards shall be removed.
 - d. Title change shall be defined to mean any change of record ownership, other than by survival or by inheritance of a tenant by the entreaties.

L. Setback encroachments.

Every part of every required front, side, and rear yard setback shall be open and unobstructed from the ground to the sky except as herein provided.

1. Cornices, roof overhangs, window air conditioning units, awnings, chimneys, and sills may extend into a required side or rear yard, provided any such extension does not exceed 36 inches into the required yard.
2. Balconies shall be permitted to project to a distance of 48 inches into the required yard, provided there is a seven-foot clear span.

3. A canopy shall be permitted to extend from the entrance door to the street line of any main building in multi-family residential districts provided:
 - a. Where a sidewalk and curb exist, the canopy may extend to within 18 inches of the curb line.
 - b. Such canopies shall not exceed 15 feet in width or 12 feet in height or be screened or enclosed in any manner.
 - c. Such canopies shall provide an unobstructed, clear space between the grade and the bottom of the valance of at least six and one-half feet.
 - d. Such canopies shall be required to be removed during hurricane warning periods.
4. A "garden window" is defined for this subsection as a pre-manufactured window unit constructed to form an interior shelf or shelves enclosed by glass to serve as a miniature greenhouse for the cultivation of small potted plants.
5. A garden window shall be permitted to extend outward from the building into a setback-a perpendicular distance not to exceed 24 inches.
6. In the single-family zoning districts, ground mounted mechanical equipment, including air conditioning equipment, pool equipment, heat pumps, water heaters, generators and other similar equipment, may be placed in a side yard setback area; provided:
 - a. The unobstructed side setback area is not reduced by more than 50 percent of what is required in the zoning district regulations; and
 - b. The equipment placed in the setback area does not operate above 70 decibels; and
 - c. The equipment placed in the setback area does not exceed a height of 48 inches above ground level.

M. Swimming pools.

1. Purpose and intent. The Legislature finds that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa or hot tub will reduce drowning and near-drowning incident.

In addition to the incalculable human cost of the submersion incidents, the health care costs, loss of lifetime productivity and legal and administrative expenses associated with drowning of young children and medically frail elderly persons in this state each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incident each year is enormous.

2. Standards and requirements.

- a. Any swimming pool operated by a residential homeowner, ~~or~~ condominium association, or by the resident of a single-family dwelling shall be permitted as an accessory use and shall exist only in conjunction with the principal use on the same lot, subject to the regulations stated herein.

- b. A swimming pool may be permitted in any rear yard; however, in no instance shall it be located nearer than the following distances from any property line or structure:

<u>Setback</u>	<u>Distance (Feet)</u>
Front	<u>25</u>
Side (interior)	<u>7.5</u>
Rear or Easement	<u>7.5</u>
Structure	<u>5</u>
Side (corner)	<u>15</u>

- c. Access. Exterior access to a swimming pool shall be through a self-closing and self-latching gate with latches placed at least four feet above grade and operable from the pool area only.
- d. Drainage. If a patio is provided adjacent to or surrounding a swimming pool, it shall be designed so as to be self-draining away from the pool.
- e. Lighting. Artificial lighting used to illuminate the premises shall be shielded and directed away from adjacent properties and streets, shining only on the subject site.
- f. Height. Swimming pools and appurtenances shall not exceed a height of two feet above grade.
- g. Additional requirements. In addition to the foregoing requirements, all regulations and standards of Sections 151.01 through 151.18 of the Village's Code of Ordinances, and the Florida Building Code shall be complied with.
3. Barriers for swimming pools, spas and hot tubs required.

Barriers must be placed around the perimeter of the pool, spa or hot tub and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, spa or hot tub that is being used as part of the barrier, and meets the barrier requirements of this chapter, chapter 151 of this Code, and the Florida Building Code.

a. Barrier construction

- (1) A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide direct access from the home to the swimming pool, spa or hot tub.
- (2) Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:
- (a) All doors and windows providing direct access from the home to the pool, spa or hot tub shall be equipped with an exit alarm complying with this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code that has a minimum sound pressure rating of 85 dB.
- (b) At 10 feet the exit alarm shall produce a continuous audible warning when the door and its screen are opened.
- i. The alarm shall sound immediately after the door is opened and be capable of being heard throughout the house during normal household activities.
- ii. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than 15 seconds.
- iii. The deactivation switch shall be located at least 54 inches above the threshold of

the door.

iv. Separate alarms are not required for each door or window if sensors wired to a central alarm sound when contact is broken at any opening.

(c) All doors providing direct access from the home to the pool, spa or hot tub must be equipped with a self-closing, self-latching device with positive mechanical latching/locking installed a minimum of 54 inches above the threshold, which is approved by the authority having jurisdiction.

(d) Exceptions:

i. Screened or protected windows having a bottom sill height of 48 inches or more measured from the interior finished floor at the pool, spa or hot tub access level.

ii. Windows facing the pool, spa or hot tub on floor above the first story. Screened or protected pass-through kitchen windows 42 inches or higher with a counter beneath.

(3) The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(4) The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(5) Where the top of the pool, spa or hot tub structure is above grade the barrier may be at ground level or mounted on top of the pool, spa or hot tub structure.

(6) Where the barrier is mounted on top of the pool, spa or hot tub structure, the maximum vertical clearance between the top of the pool, spa or hot tub structure and the bottom of the barrier shall be 4 inches.

(7) Maximum mesh size for chain link fences shall be a 2¼ inch square unless the fence is provided with slats fastened at the top or bottom which reduce the openings to no more than 1¾ inches. A mesh safety barrier meeting the following minimum requirements shall be considered a barrier as defined in this section:

(a) Individual component vertical support posts shall be capable of resisting a minimum of 52 pounds (229 N) of horizontal force prior to breakage when measured at a 36-inch height above grade.

(b) Vertical posts of the child mesh safety barrier shall extend a minimum of 3 inches below deck level and shall be spaced no greater than 36 inches apart.

(c) The mesh utilized in the barrier shall have a minimum tensile strength according to ASTM D 5034 of 100 lbf., and a minimum ball burst strength according to ASTM D 3787 of 150 lbf. The mesh shall not be capable of deformation such that a ¼ inch round object could pass through the mesh. The mesh shall receive a descriptive performance rating of no less than "trace discoloration" or "slight discoloration" when tested according to ASTM G 53 (Weatherability, 1,200 hours).

(d) When using a molding strip to attach the mesh to the vertical posts, this strip shall contain, at a minimum, #8 by percent-inch screws with a minimum of two screws at the top and two at the bottom with the remaining screws spaced a maximum of 6 inches apart on center.

(e) Patio deck sleeves (vertical post receptacles) placed inside the patio surface shall be of a nonconductive material.

- (f) A latching device shall attach each barrier section at a height no lower than 45 inches above grade. Common latching devices which include, but are not limited to, devices that provide the security equal to or greater than that of a hook and eye type latch incorporating a spring actuated retaining level (commonly referred to as a safety gate hook).
- (g) The bottom of the child mesh safety barrier shall not be more than 1 inch above the deck or installed surface (grade).
- (8) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier as herein described below.
- (9) One end of a removable child barrier shall not be removable without the aid of tools. Openings in any barrier shall not allow passage of a 4-inch-diameter sphere.
- (10) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool, spa or hot tub side of the fence.
- (11) Spacing between vertical members shall not exceed 1¾ inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.
- (12) Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches.
- (13) Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
- (14) Where an aboveground pool, spa or hot tub structure is used as a barrier or where the barrier is mounted on top of the pool, spa or hot tub structure, and the means of access is a ladder or steps:

 - (a) The ladder or steps either shall be capable of being secured, locked or removed to prevent access, or
 - (b) The ladder or steps shall be surrounded by a barrier which meets the requirements of this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code.
 - (c) When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter sphere.
- (15) Any permitted swimming pool may be enclosed by a screen enclosure, provided the enclosure is constructed of material which is 90 percent screening.
- (16) Screen enclosures shall have the same minimum side setbacks as those stated above for swimming pools.
- (17) Standard screen enclosures which meet the requirements of the Florida Building Code, may be utilized as part of or all of the "barrier" and shall be considered a "non-dwelling" wall.
- (18) Removable child barriers shall have one end of the barrier non-removable without the aid of tools.
- (19) Removable child barriers must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may manage to penetrate the

barrier from immediately falling into the water.

(a) Sufficiently away from the water's edge shall mean no less than 20 inches from the barrier to the water's edge.

(b) Dwelling or non-dwelling walls including screen enclosures, when used as part or all of the "barrier" and meeting the other barrier requirements, may be as close to the water's edge as permitted by this Code.

(20) A barrier may not be located in a way that allows any permanent structure, equipment, or window that opens to provide access from the home to the swimming pool, spa and/or hot tub.

b. Access to swimming pools, spas and hot tubs.

Access gates, when provided, shall be self-closing and shall comply with the requirements of this chapter and chapter 151 of this Village's Code and shall be equipped with a self-latching locking device located on the pool, spa or hot tub side of the gate.

(1) Where the device release is located no less than 54 inches from the bottom of the gate, the device release mechanism may be located on either side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap from the outside.

(2) Gates that provide access to the swimming pool, spa or hot tub must open outward away from the pool, spa or hot tub.

(3) The gates and barrier shall have no opening greater than ½ inch within 18 inches of the release mechanism.

c. Adjacent waterways as barriers.

(1) Permanent natural or permanent man-made features such as bulkheads, canals, lakes, navigable waterways, etc., adjacent to a public or private swimming pool, spa or hot tub may be permitted as a barrier when approved by the authority having jurisdiction.

(2) When evaluating such barrier features, the authority may perform on-site inspections and review evidence such as surveys, aerial photographs, water management agency standards and specifications, and any other similar documentation to verify, at a minimum, the following:

(a) The barrier feature is not subject to natural changes, deviations, or alterations and is capable of providing an equivalent level of protection as provided by the code.

(b) The barrier feature clearly impedes, prohibits or restricts access to the swimming pool, spa or hot tub.

d. Schedule of penalties.

Failure to comply with the requirements of any section of this chapter may result in a penalty as provided in Section 153 of the North Bay Village Code.

N. Towers, antennas, poles and masts.

1. Generally.

Prior to the erection of a water tower, standpipe, windmill, tower, aerial, antenna, pole, mast, or other vertical structure over ten feet in height above the roof of a permitted structure, or over 20 feet in height if erected at grade, the requirements of this section and the South Florida Building Code shall be observed.

a. Plans and specification required.

Plans and specifications for the structures listed above shall be submitted to the Building Official showing:

- (1) All dimensions, size, and kind of members, footings, and guy wires;
- (2) The location, depth, and type of guy anchors and footings;
- (3) The type and weight of the antenna, apparatus, or structure to be attached to or supported by the structure; and
- (4) An application made for a permit.

b. Maximum height.

(1) The vertical height of any of the above structures shall not be greater than 90 percent of the horizontal distance from its base to the nearest adjacent street right-of-way line.

(2) Radio towers, where incidental to a business use in the commercial district, may extend to a height of 150 feet measured from ground elevation.

(3) Poles, masts, and towers for supporting antenna used in the operation of amateur radio stations, citizen band radio stations, and citizen band radio stations licensed by the Federal Communications Commission shall be excepted from the above regulations and shall be governed by the following requirements:

(a) All poles, masts, towers, and beam array antennas shall be placed not less than five feet from a public right-of-way line or adjacent property line, or nearer than one foot from any easement.

(b) All such installations shall conform to the requirements of the National Electrical Code and applicable FCC regulations, and be located not less than eight feet from any power line over 250 volts, including the beam elements or any part thereof.

(c) Permits shall be required for the installation of any poles, masts, or towers over 20 feet above the roof of any structure to which they may be attached, and for any installation over 35 feet in height when erected from grade. Applications for permits shall be accompanied by three copies of plans and specifications, ~~three copies~~ showing:

(1) All dimensions, size and kind of members, f

(2) Footings and guy wires;

(3) The location, depth and type of guy anchors and footings; and

(4) The type and weight of the antenna, apparatus or structure to be attached to or supported by the structure.

(d) Poles shall be of an approved creosoted type or treated or painted with a chemical preservative and an outer coat of oil base paint before installation. The color shall match the surrounding development.

- (e) The recommended depth of holes for various type poles shall be subject to acceptable engineering standards:

<u>Pole Height Above-ground (feet)</u>	<u>Hole Depth in Firm Ground (feet)</u>	<u>Hole Depth in Rock Ground (feet)</u>
<u>16</u>	<u>3.5</u>	<u>3</u>
<u>20</u>	<u>4</u>	<u>3</u>
<u>25</u>	<u>5</u>	<u>3</u>
<u>35</u>	<u>6</u>	<u>4</u>
<u>50</u>	<u>7</u>	<u>0.5</u>

- (f) If the earth is damp or soggy, the depth of hole is to be increased by one foot.
- (g) If carrying a beam, poles must be properly guyed, as is the case where the pulling effect of the wire antenna or weight of other installations will require guying.
- (h) Wood masts shall be chemically treated, painted with an outside coat of oil base paint, and suitably guyed at the top and middle in at least three different directions.
- (i) Masts to support a beam, whether of wood or metal pipe, shall comply with all the applicable regulations in regard to the location, guying and the like, and the maximum allowable weight of antenna, rotator and components shall not exceed 150 pounds.
- (j) Towers of steel, iron or aluminum, whether of the rigid non-demountable type or the rigid, demountable type with the crank-up, crank-down and either the hinged base or swivel crank-over features shall carry no more weight on the top than specified by the manufacturers specifications.
- (k) In calculating the height of demountable type towers, the top of the lower rigid section shall be considered the top for the purpose of this section.
- (l) Beam array antennas shall be mounted so as to provide easy servicing and easy access for the removal at approach of hurricanes, or provide for the lowering of such beam.

2. Dish antennas.

- a. Application. This section shall apply only to private noncommercial dish antennas as defined in subsection (B)(2) below. This section shall supplement and not repeal or modify the requirements of Section 8.10(E)(5).
- b. Definitions:
- (1) Dish antenna means a dish antenna intended for the purpose of receiving communications from orbiting satellites and other extraterrestrial sources, a low noise amplifier (L.N.A) which is situated at the focal point of the receiving component for the purpose of magnifying and transferring signals, a coaxial cable for the purpose of carrying signals to the interior of a building.
- (2) A private noncommercial dish antenna is a dish antenna for a single-family residence which is erected solely for the use of its owners. Said antenna shall not be used for the purpose of obtaining revenue.

- c. Placement. Private noncommercial dish antennae may be permitted in North Bay Village provided:
 - (1) They are located in the rear yard.
 - (2) They are placed no closer to any property boundary line than a distance equal to their height as measured from ground level to the top of the antenna but in no event closer than ten feet to said property lines.
 - (3) On corner properties, no portion of the apparatus may extend beyond the imaginary extension of the line of the house structure.
 - (4) Roof-mounted dish antennae shall not be permitted except on two-story buildings with a flat roof, provided the antenna cannot be viewed from ground level, and in no instance is to exceed in height 15 [feet] above the roof.
 - d. Dimensions. The height of dish antennas, on the ground, shall not exceed 15 feet from ground level nor shall their diameter exceed 12 feet.
 - e. Number allowed; color. Only one dish antenna shall be allowed per single-family house, and antennas shall be neutral in color, and one color only.
 - f. Anchorage. All dish antennae shall be anchored securely to the ground or structure in compliance with the requirements of the South Florida Building Code relative to structures.
 - g. Permit required. No dish antenna shall be erected until a permit has been issued by North Bay Village. All applications for a permit shall be accompanied by a site plan showing the proposed location of the antenna, the type, color, height and diameter of the antenna and the proposed landscaping.
 - h. Screening. A private noncommercial dish antenna shall be screened by landscaping on its sides so as to obscure its visibility from the abutting properties' ground view.
 - i. Once installed, dish antennas and related appurtenances must be maintained in good and operable condition, and the surrounding landscaping shall likewise be continuously maintained for the intended screening purpose.
 - j. Nonconforming uses. All dish antennas that are legally existing on October 23, 1990, shall be allowed to remain until such time that they may be replaced, or the cost of repairs exceeds 50 percent of the replacement at which time they shall conform in all respects to this section.
3. Screening of mechanical equipment.

Lack of, or inadequate screening of, mechanical equipment can have negative visual impacts on the Village's streetscape, ambient landscape, and community image. Such impacts shall be minimized through compliance with the following requirements:

- a. Mechanical equipment located on the ground, such as air conditioning units, heating units, satellite dishes, irrigation pumps, propane tank displays and refilling areas, utilities lift stations and the like shall be screened from public view. Screening shall, at a minimum be at the same height as the equipment. Structural screening shall be architecturally integrated into the overall project design and shall be compatible, in terms of style, construction materials, colors, and finish, with the principle structure(s). Landscaping may be substituted for structural screening if plantings are compatible with the landscape plan for the project and are of such size and maturity as to be able to provide a fully opaque screen at time of planting.
- b. Equipment and appurtenances mounted on roof tops shall be kept to a minimum. All

exposed roof top mounted equipment and appurtenances shall be fully screened from view from any public right-of-way. All screening shall, at a minimum be at the same height as the equipment and appurtenances. Screening shall be an integral part of the design of the building(s) and shall be architecturally consistent with the style, colors, construction materials and finish of the building(s).

- c. Painting of exposed appurtenances to blend with the color of adjacent materials of the building may be approved where utilization of approved roof designs precludes full screening of exposed surfaces.

CHAPTER 9, GENERAL SITE DESIGN STANDARDS

DIVISION 1, GENERALLY

§ 9.1 – Purpose and intent

- A. Design guidelines are intended to implement and provide guidance on site and building design. The purpose of these guidelines is to provide direction to private property owners in preparing plans for review concerning property development or redevelopment. It is important to remember that all projects are also subject to the required reviews of North Bay Village. The primary intent of these guidelines is to establish and promote standards for development planning and urban design.
- B. The standards and guidelines provide direction as to how private development should relate to framework of public amenities in a way that will serve the long term vision as well as accommodate immediate opportunities. They have been created to allow flexibility within the parameters of a clearly defined and supported vision that will provide lasting benefit to the citizens of North Bay Village.
- C. The intent of the design standards are to utilize developed public spaces, such as streets, park and parkways, and bay-walks to organize and coordinate development, as well as to accommodate a broad mix of development types and alternate transportation, such as walking.
- D. The general requirements outlined in this chapter shall serve to supplement the minimum aesthetic and design standards for all site development, buildings, structures, alterations or additions. All site development or redevelopment shall, where reasonable and practicable, show proper design concepts consistent with the standards outlined in these guidelines. Buildings or structures, which are a part of an existing or future group of buildings, shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole site. Harmony can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials, and color.

DIVISION 2, OFF-STREET PARKING AND LOADING

§ 9.2 – Purpose and intent

It is the purpose and intent of this subchapter to establish minimum space and design requirements for off-street parking and loading facilities to accommodate both public and private uses. The ever-increasing number of vehicles generated from and attracted to residential, commercial and public activities requires that adequate parking and loading facilities, which permit safe and efficient vehicle and pedestrian movement, be provided in order to protect the health, safety and welfare of the residents of the Village.

§ 9.3 – Off-street parking requirements

- A. General requirements
 - 1. Every use or structure shall provide off-street parking facilities for the use of occupants, employees, visitors or patrons. The provision of off-street parking spaces in conjunction with all land or building uses shall be completed prior to the issuance of a certificate of occupancy and such parking facilities shall be maintained as long as the use is continued.

2. No owner or operator of any use or structure shall discontinue or cause a discontinuance or reduction in required off-street parking facilities required by the applicable code provisions existing at the time of construction, use or occupancy without establishing alternate parking facilities which meet the requirements of this subchapter.
3. When any use or structure is altered or enlarged, with a resultant increase in floor area capacity, or space occupied, whatever necessary additional off-street parking that may be required shall be provided, and a revised site plan shall be submitted for review and approval.
4. Where a use or structure which existed at the effective date of this subchapter is changed in use or occupancy to a category of use or occupancy that requires more off-street parking facilities, the increased amount of those facilities shall be provided.

B. Plan required

1. All proposed off-street parking facilities shall be subject to site plan review and approval. Whenever site plan review is otherwise required in conjunction with a specific use, that review shall satisfy the requirements of this section.
2. Site plans shall include the following:
 - a. All off-street parking facilities shall be designed with consideration given to surrounding street patterns, adjacent properties, and other neighborhood improvements. Consideration shall be given to the number of vehicles to be accommodated, hours of operation, and types of uses served.
 - b. All site plans shall show the location, size, dimensions, and design of:
 - (1) On-site buildings and structures.
 - (2) Parking spaces, loading spaces, driveways, and accessways.
 - (3) Directional markings, traffic-control devices, and signs.
 - (4) Walls, fences, pervious areas, berms, changes of grade, and planting materials.
 - (5) Number of parking spaces required and number provided, amount of landscaping required, and amount of landscaping provided.
 - (6) Any other related information that may be reasonably required by the Village.
 - c. When off-street parking facilities are located within an enclosed structure or upon the roof of a building, the site plan shall also include interior circulation patterns, slope of ramps, and location of interior structural columns.

C. Minimum number of off-street parking spaces required

1. Fractions of a space: All uses shall be subject to the following minimum space requirements unless additional spaces may be required as the condition for securing a permitted conditional use. All fractional space requirements shall be rounded off to the next highest number.
2. Residential uses
 - a. Single-family: Two spaces for each dwelling unit.

b. Multifamily:

- (1) One and one-half (1.5) space for each efficiency unit, two parking spaces for one and two-bedroom units, and three parking spaces for three-bedroom units or larger and two-bedroom units, which contain an enclosed den or other space convertible to a bedroom plus an additional ten) percent of the total number of required spaces for guest parking, which shall be identified as such.
- (2) All of the required minimum number of parking spaces pursuant to these provisions, shall be conveyed for use by the developer to the condominium association, and then made available for use by the unity owners at no charge. Where spaces are indicated by a fraction, at least the whole number must be conveyed. This provision shall apply to development under the PRD Ordinance.

c. Hotels, motels, and other tourist accommodations: One space for each rental sleeping unit, plus an additional ten percent of the total number of required spaces.

3. Commercial uses

- a. Banks and financial institutions: One space for each 300 feet of gross floor area, plus sufficient area for eight stacking spaces for each drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
- b. Business, vocational, and trade schools: One space for each 100 square feet of gross floor area.
- c. Lodges, fraternal organizations, and union halls: One space for each 100 square feet of gross floor area.
- d. Offices (business, professional): One space for each 300 square feet of gross floor area.
- e. Personal service establishments (dry cleaners, laundromats, gym, fitness center, and other similar uses): One space for each 200 square feet of gross floor area.
- f. Repair service establishments (shoes, watches, appliances, and other similar uses): One space for each 200 square feet of gross floor area.
- g. Restaurants, lounges, and nightclubs: One space for each 75 square feet of customer service area.
- h. Retail sales establishments: One space for each 200 square feet of gross floor area, plus sufficient area for four stacking spaces for every drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
- i. Service stations: Three spaces, plus three spaces for every service bay.
- j. Theaters/Auditoriums: One space for each three seats or other accommodations provided. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
- k. Vehicle sales, rental, repair, and service operations: One space for every 400 square feet of enclosed floor area for sales or rental display, plus two spaces for each service bay.
- l. Offices (medical, dental, clinic): One space per 150 square feet of gross floor area.

- m. Barber shops, hair salon, nail salon, spa, therapeutic massage center: Two spaces per station (chair, bed, etc).
- n. Drugstores, pharmacies, and marijuana dispensaries: One space for each 200 square feet of gross floor area.
- o. Funeral home or mortuary: One space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
- p. Animal hospital, grooming, and/or kennel: One space per 300 square feet of gross floor area.

4. Community facilities

- a. Assisted living facilities: Three-quarter space per living unit.
- b. Churches, synagogues, and other houses for worship: One space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
- c. Government offices and facilities: One space for every 300 square feet of gross floor area, plus one space for every four seats in any public assembly area.
- d. Hospitals: One space for each patient bed.
- e. Marinas: One space for every boat slip or berth, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.
- f. Museums, art galleries, and libraries: One space for every 400 square feet of gross floor area.
- g. Nursing or convalescent home facility: One-half (½) space for each bed.
- h. Tennis, handball, and racquetball facilities (indoor or outdoor): Five spaces for every court, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.

5. Educational

- a. Nursery, Daycare, Preschool, Elementary, and Middle School: 1 space/classroom plus one space per employee (excluding teachers), plus 1 space/100 students), plus 10 spaces for stacking/queuing, (student drop-off/pick-up).
- b. High School: 1 space/classroom plus one space per 10 seats plus 5 spaces for auto stacking/queuing.
- c. College/University: 1 space /classroom plus 3 spaces/100 sq. ft. of classroom. 3 spaces/4 beds for dormitories, fraternities, and sororities.

6. Uses not listed

Off-street parking requirements for those uses not enumerated but which are closely related and similar to the uses listed above shall be determined by the Planning and Zoning Board in accordance with the requirements for the listed similar use. Requirements for all nonsimilar uses shall be set by the Village Commission after a recommendation by the Planning and Zoning Board.

D. Exceptions to parking requirements

1. Off-site parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the streets would be best served by permitting such parking off the premises.
2. Waiver or reduction of parking requirements: To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.

E. Design standards

1. Definition: For the purpose of this subchapter an "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved. On single lot sites only, mechanical parking lifts, which may require another automobile to be moved, may be approved within enclosed garage structures in the PRD Overlay district, if they meet the standards of Section 8.10D10f(5). When developing under the PRD regulations found in Section 8.10D10, mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.
2. Paving and drainage:
 - a. All off-street parking facilities shall be surfaced with a minimum of a rolled six-inch rock base and one-inch durable weatherproof asphaltic pavement. The occupancy or use of a given structure or premises shall be prohibited until the required off-street parking area has been improved, inspected and approved.
 - b. All required off-street parking facilities shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards as established by all applicable laws, ordinances, and regulations.
3. Traffic control. Traffic control signs and pavement marking shall be used as necessary to ensure safe and efficient circulation within off-street parking areas. All traffic control measures located on private property shall be approved by the Village.
4. Parking space dimensions. Required and permitted off-street parking spaces shall be clear of columns or other obstructions and have the following minimum dimensions:

<u>Type of Space</u>	<u>Length</u>	<u>Width</u>
<u>Standard</u>	<u>18</u>	<u>9</u>
<u>Handicapped</u>	<u>2018</u>	<u>13</u>
<u>Compact</u>	<u>16</u>	<u>8</u>

5. Compact parking spaces

- a. Upon special approval by the Village Commission in accordance with the provisions on use exceptions, up to 20 percent of all required parking spaces may be designed specifically for small vehicles of the compact or foreign type, provided such spaces

are clearly marked "for compact cars only" and collectively located in a defined area.

- b. Applicants seeking approval for the use of compact parking spaces shall provide valet parking services in perpetuity; and a Business Tax Receipt for valet parking services shall be required annually to ensure compliance with this requirement.

6. Handicapped accessible parking spaces

All required off-street parking facilities shall be developed in accordance with all applicable provisions of the most recent version of the Florida Accessibility Code.

7. Markings

All off-street parking spaces shall be marked by solid stripes of at least four inches in width along each side of the space, except those sides which permit vehicle entry or abut curbs.

8. Wheel stops

Wheel stops or continuous curbing shall be placed two feet from the front of all parking spaces, except those in a parallel configuration. Wheel stops shall be at least six feet in width and be of a design and material approved by the Village.

9. Illumination

All off-street parking facilities, except those which serve single-family residential dwellings, shall be illuminated according to the standards contained herein.

- a. For the purpose of this section, open off-street parking facilities shall include the surface of open-to-the-sky parking spaces, driveways, and accessways. Enclosed off-street parking facilities shall include multi-level parking garages and covered grade-level parking facilities.
- b. Intensity of illumination.
 - (1) Open parking facilities shall provide an average illumination intensity of one foot-candle equal to one lumen per square foot, and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-third foot-candles.
 - (2) Enclosed parking facilities shall provide an average illumination intensity of 50 foot-candles at the entrance, ten foot-candles in traffic lanes, and five foot-candles in vehicle storage areas.
 - (3) The most current edition of the IES Lighting Handbook, published by the Illumination Engineers Society, shall be used as a standard for the design and testing of parking facility lighting.
- c. All site plans shall include a parking facility illumination plan. That plan shall be certified by a registered architect or engineer as providing illumination in accordance with the applicable minimum standards set forth above. Subsequent construction must comply with that lighting plan. If there exists a question concerning whether the work was done in accordance with specifications, the Village may require as a prerequisite to the issuance of a certificate of occupancy that the architect or engineer who prepared the plans certify that all work was done in accordance with specifications.
- d. All required illumination shall be controlled by automatic devices.
 - (1) For commercial uses with open or enclosed parking facilities, the required illumination shall be provided at least 30 minutes after the closing time of any

establishment served by the parking facility.

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

- e. All lighting shall be shaded or screened and positioned in such a manner as to minimize offensiveness to any neighboring property.
- f. All property owners and lessees shall be responsible for the replacement or repair of any light that becomes nonfunctional and reduces the illumination below the required standard.
- g. All additional regulations, standards, and requirements stated in section 151.26 of the Village Code shall be complied with.

10. Landscaping

All parking areas shall be properly landscaped according to the provisions of the current Dade County landscaping ordinance.

11. Right-of-way setback

A minimum setback of 20 feet shall be required between a public street right-of-way line, exclusive of alleys, and the entrance to the nearest parking space.

12. Maintenance

- a. Off-street parking areas shall be maintained in a clean, orderly, and dust-free condition at the expense of the owner or lessee and not used for the sale, repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.
- b. The surface shall be maintained in a structurally sound condition and free of potholes. A pothole is defined as crack, hole, aperture or opening in the surface which penetrates beneath the asphalt layer to any depth and is of any diameter.

13. Separation from walkways and streets

Off-street parking spaces shall be separated from walkways, sidewalks, streets, or alleys by an approved wall, fence, curbing, or other protective device.

14. Entrances and exits

Location and design of entrances and exits shall be in accordance with the requirements of the Village, based upon reasonable requirements for safety traffic regulations and standards. Landscaping, curbing, or approved barriers shall be provided along lot boundaries to control entrance and exit of vehicles or pedestrians.

15. Interior drives

Interior drives shall be of adequate width to serve a particular design arrangement of parking spaces, as prescribed by the Village.

16. Back-out parking prohibited

All off-street parking spaces, except those relating to single-family residential dwellings, shall be designed so that no vehicle shall be required to back into a public street right-of-way to obtain egress.

17. Minimum aisle widths

- a. Parallel parking maneuvering areas shall be at least
 - (1) 13 feet wide for one-way
 - (2) 23 feet wide for two-way
- b. 90 degree parking maneuvering areas shall be at least
 - (1) 23 feet wide for one-way
 - (2) 23 feet wide for two way
- c. 30 degree parking maneuvering areas shall be at least
 - (1) 11 feet wide for one-way
 - (2) 23 feet wide for two way
- d. 45 degree parking maneuvering areas shall be at least
 - (1) 13 feet wide for one-way
 - (2) 23 feet wide for two way
- e. 60 degree parking maneuvering areas shall be at least
 - (1) 18 feet wide for one-way
 - (2) 23 feet wide for two way
- f. Accessway aisles shall be at least
 - (1) 13 feet wide for one-way
 - (2) 23 feet wide for two way

18. Additional design criteria

Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. Except for one-way drives and access ramps on single lot sites developed under in the PRD standards in Section 8.10D10, the following criteria shall also be considered:

- a. Pedestrian circulation facilities, roadways, driveways, and off-street parking and loading areas shall be designed to be safe and convenient.
- b. Parking and loading areas, aisles, pedestrian walks, landscaping, and open space shall be designed as integral parts of an overall development plan an shall be properly related to existing and proposed buildings.
- c. Buildings, parking and loading areas, landscaping, and open spaces shall be designed so that pedestrians moving from parking areas to buildings and between buildings are not unreasonably exposed to vehicular traffic.
- d. Landscaped, paved and gradually inclined or flat pedestrian walks shall be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings. Pedestrian walks should be designed to discourage incursions into landscaped areas except at designate crossings.
- e. Except for single-family and two-family residences, each off-street parking space shall open directly onto an aisle or driveway that is not a public street.

- f. Aisles and driveways shall not be used for parking vehicles, (except that the driveway of a single-family or two-family residence shall be counted as a parking space for the dwelling unit) or as a number of parking spaces as determined by the Planning and Zoning Official, based on the size and accessibility of the driveway.
- g. The design shall be based on a definite logical system of drive lanes to serve the parking and loading spaces.
- h. Parking spaces for all uses, except single-family and two-family residences, shall be designed to permit entry and exit without moving any other motor vehicle.
- i. No parking space shall be located as to block access by emergency vehicles
- j. Compact car spaces should be located no more and no less conveniently than full-size car spaces and shall be grouped in identifiable clusters.
- k. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood building, group of buildings, or facility they serve.
- l. Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the right-of-way. This may be accomplished by providing any or a combination of the following: Masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.
- m. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the principle development and off-site. All pedestrian connections should be well marked and lighted.
- n. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, open space and buildings where ever possible rather than aggregating parking into continuous street facing strips.
- o. Parking areas must provide adequate drainage.
- p. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six-inch curb.
- q. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.
- r. Multiple levels of parking structures should be parallel to grade on waterfront elevations.
- s. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.
- t. Ramps, stairwells and any other portion of the garage should be buffered with the use of decorative grilles and screens.

F. Joint use of required off-street parking spaces

1. Location of spaces

All parking spaces required herein shall be located on the same parcel with the building or use served, except that where an increase in the number of spaces are provided collectively

or used jointly by two or more buildings or establishments, the required spaces may be located and maintained not to exceed 300 feet from the use being served.

2. Joint use for theaters, auditoriums, nightclubs, and churches

Up to 50 percent of the parking spaces required for theaters, auditoriums and nightclubs, and up to 100 percent of the parking spaces required for churches may be provided and used jointly by banks, offices, retail stores, repair shops, service establishments and similar uses not normally open, used or operated during the same hours as theaters, auditoriums, nightclubs or churches; however, a written agreement thereto shall be properly executed and filed as specified below.

3. In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, approved as to form by the Village Attorney, shall be filed and recorded in the public records of Dade County, Florida.

§ 9.4 – Off-street loading and unloading requirements

A. General requirements

1. Off-street loading facilities required

At the time of the erection of any multifamily residential or nonresidential use or at the time any such use is altered, enlarged, or increased in capacity by adding dwelling units or floor area, there shall be space provided and maintained for the loading and unloading of materials, goods, or supplies, and for delivery and shipping so that vehicles for these services may use this space without encroaching on or interfering with the public use of streets, parking facilities, and alleys by pedestrians and other vehicles.

2. Continued provision of required loading facilities

No owner or operator of any such structure or use shall discontinue, dispense with, or cause a discontinuance or reduction in required loading facilities required herein and existing at the time of construction, use, or occupancy without establishing alternate loading facilities which meet the requirements of this subchapter.

3. Modernization, alteration, conversion, or enlargement of structure or use

When any such structure or use is modernized, altered, converted, or enlarged with a resultant increase in floor area, additional off-street loading spaces that may be required shall be provided, and a revised site plan shall be submitted for review and approval.

4. Restrictions

No areas supplied to meet required off-street parking facilities shall be utilized for or deemed to meet the requirements for off-street loading facilities.

B. Number of loading spaces required

1. Retail, personal service, restaurant or wholesale operation

<u>Gross Floor Area (sq ft)</u>	<u>Spaces Required</u>
<u>Under 10,000</u>	<u>0</u>
<u>10,000-20,000</u>	<u>1</u>
<u>20,000-40,000</u>	<u>2</u>

<u>40,000-60,000</u>	<u>3</u>
<u>Over 60,000</u>	<u>4</u>

2. Multifamily residential, hotel/motel, office, hospital, spa, place of public assembly or similar use

<u>Gross Floor Area (sq ft)</u>	<u>Spaces Required</u>
<u>Under 25,000</u>	<u>0</u>
<u>25,000-50,000</u>	<u>1</u>
<u>50,000-100,000</u>	<u>2</u>
<u>Over 100,000</u>	<u>3</u>

C. Design standards

1. Space Dimensions

An off-street loading space shall include an area of at least 12-feet wide by 30-feet long with 14½ feet vertical clearance. Each off-street loading space shall be easily accessible and arranged for convenient and safe ingress and egress by motor truck or trailer combination.

2. Paving and drainage

Proposed grading and drainage for off-street loading facilities shall be approved by the Village. All loading areas shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable weatherproof asphaltic pavement. Loading areas shall be maintained in a manner so as to not create a hazard or nuisance.

D. Joint usage

Combined or joint off-street loading spaces for two or more uses may be collectively provided if off-street loading facilities are equal in size and capacity to the combined requirements of the several uses and are so located and arranged as to be usable by all.

DIVISION 3, LIMITATIONS OF THE USE OF ON-STREET AND OFF-STREET PARKING AREAS

§ 9.5 – In residential zoning districts

- A. Storage, sales or repair of merchandise or vehicles; display of signs or advertising devices; and storage or parking of commercial vehicles prohibited

The storage, sale or repair of merchandise or vehicles or the display of signs or advertising devices on vehicles, structures or land, and the storage and parking of commercial vehicles as defined in subparagraph (2)(a), shall not be permitted in any off-street residential parking areas. This provision shall not prohibit persons from parking vehicles in such areas that contain information that is required by any applicable laws, ordinances or regulations, if such information is provided only to the extent and in the manner required by such laws, ordinances or regulations, nor shall it prohibit the storage or parking of such commercial vehicles in such areas when such vehicles are owned or controlled by a resident of the appurtenant building and where such vehicles nor any part of them are not visible from the public right-of-way.

- B. Limits on duration and time of parking of commercial vehicles

Except as herein provided, in any residential district, it shall be unlawful to park any commercial vehicle for a period of time in excess of two hours between 7:00 a.m. and 6:00 p.m. or at any time between 6:00 p.m. and 7:00 a.m.

The term "commercial vehicle," as herein used, shall mean a motor vehicle of one-ton capacity or more or a motor vehicle or trailer of any size or capacity which is used in commerce. A motor vehicle shall be conclusively presumed to be used in commerce if the vehicle bears a sign, insignia, trademark, tradename or business designation of any nature, wherever the same may be located on the vehicle; or the vehicle is used for the transportation of persons or property for compensation. A motor vehicle will be presumed to be used in commerce if, upon visual inspection, it contains equipment and other personal property regularly, normally and ordinarily used in commerce business or trade, such as, for example, construction tools and equipment, commercial lawn mowers, tractors, ladders, paint, auto mechanics' tools, such as hydraulic jacks, tire changing equipment and towing equipment. Such presumption shall be subject to rebuttal by competent evidence.

C. Exceptions to Section 9.5B

The fact that a motor vehicle used in commerce as above-described is designed for private use or is only used commercially on a part-time basis shall not abrogate or reduce the presumption of use in commerce. Provided, however, that the placement of a temporary (magnetic or otherwise) cover over the sign, insignia, trademark, trade name or business designation shall cause the vehicle to be in compliance.

The foregoing prohibition shall not apply to vehicles used by licensed contractors or service establishments actually doing work on the premises reasonably proximate to the location where parked, nor to vehicles of less than one ton capacity containing federal, state or local government insignia.

§ 9.6 – In all zoning districts

A. Limitations on parking truck tractors, semitrailers, tandem trailer trucks and special mobile equipment

No truck tractor, semitrailer, tandem trailer truck or special mobile equipment as hereafter defined shall be parked or permitted on any parcel of land in any district zoned Parks or General Commercial ("GC") except for purposes of loading or unloading and except as provided elsewhere in this ULDC..

B. Definitions

The following terms shall have the following respective meanings:

1. Truck tractor. Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed to carry a load other than a part of the weight of the vehicle and load so drawn.
2. Semitrailer. Any vehicle with or without motive power other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its rests upon or is carried by another vehicle.
3. Tandem trailer truck. Any combination of a truck tractor, semitrailer and trailer coupled together so as to operate as a complete unit.
4. Special mobile equipment. Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including,

but not limited to, ditch digging apparatus, well boring apparatus and road construction and maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels or other vehicles designed for the transportation of persons or property to which machinery has been attached.

C. Violations

Any person who parks, or permits parking of a truck tractor, semitrailer, tandem trailer truck or special mobile equipment in violation of section 9.3 shall be guilty of a civil infraction and subject to the procedures and penalties prescribed in chapter 153.

DIVISION 4, LANDSCAPING (Refer to Ch. 18A, Miami-Dade Landscaping Code)

§ 9.7 – Landscaping guidelines

- A. Landscaping should compliment the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the district. In addition, public safety will be a priority using the principles of CPTED (crime prevention through environmental design) to create high visibility areas and natural access control.
- B. With regards to landscape design for both new construction and existing buildings, the following should apply:
1. Landscaping should compliment and enhance the overall architectural and design theme of the property, but not overpower it.
 2. Rhythm should be maintained along public streets through the uniform placement of trees.
 3. Blank walls greater than 25 feet in length and other unattractive areas of a site or building should be heavily screened with landscaping. Rooflines or storefronts of 25 feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at 20-foot intervals shall be required to achieve this screening.
 4. Large parking areas and driveways shall be heavily landscaped along the perimeter and with interior and terminal islands.
 5. Landscape design should utilize the CPTED principles of natural surveillance, natural access control and territorial reinforcement.
 6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments. Local flora will be maintained as part of the built environment and the demand on our local water resources will be minimized.
 7. The placement and design of landscaping shall maximize visibility to provide natural surveillance.
 8. Landscape design shall incorporate with design of other physical features, such as sidewalk, pavements, lighting and fences; to emphasize public entrances, define and reinforce ownership of property.
 9. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.
 10. Shrubs and ground cover shall be planted along public rights-of-way or around parking, and

public open areas.

11. Landscape design will utilize principles of xeriscape landscaping, while retaining the tropical beach resort atmosphere.
 12. Landscape plans must be drawn, signed and sealed by a Florida registered architect or landscape architect.
 13. In addition to the design standards, all landscaping shall meet the standards of the Miami-Dade Landscape Code (Ch. 18A).
 14. Landscaping in 15-foot line of site triangle at intersections of rights-of-way and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the Village Code.
- C. Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

§ 9.8 – Landscaping and open space in commercial districts

Trees improve air quality, reduce storm water runoff, provide cooling effects for the urban heat island, increase property values, and create urban wildlife habitat. They can greatly increase the quality of life in a community. For the purposes of developing a consistent landscape theme within the Village, designated street trees and recommended landscape technique are provided in this section.

- A. Trees shall be provided along streets.
- B. Provide a minimum of five-foot by five-foot by three and one-half-foot deep tree wells in existing or new sidewalks, provided there is a minimum 36-inch clear area in front of the tree to permit passing in compliance with ADA requirements. Trees may also be located in islands created in the parking zone.
- C. Consider the use of continuous street tree trenches to provide maximum soil area for roots to spread, and water and air to penetrate.
- D. Allow sufficient room for tree canopies to grow and develop without conflict to other building elements and overhead utilities.
- E. Install irrigation systems to provide adequate water to establish and maintain trees.
- F. In high pedestrian areas, install tree guards to protect the trunks from damage.
- G. Select trees that are adapted to the harsh conditions of a dense urban environment.
- H. Trees shall not be placed near overhead utility lines and shall conform to FPL requirements in terms of clearance and recommended tree species

§ 9.9 – Plant categories

Proposed landscape plans for development or redevelopment shall incorporate the following information into the plant list and summary:

<u>Salt Tolerance</u>	
<u>High</u>	<u>Plants are highly resistant to salt drift and can be used in exposed environments.</u>
<u>Moderate</u>	<u>Plants tolerate some salt spray, but grow best when protected by buildings, fences, or plantings of salt tolerant species.</u>
<u>Low</u>	<u>Plants have poor salt tolerance and always should be used well back of exposed areas and be protected by buildings, fences, or more salt tolerant species.</u>
<u>None</u>	<u>Plants have extremely low to no salt tolerance and should not be used near exposed areas even if protected.</u>
<u>Light Requirements:</u>	
<u>FS</u>	<u>Full Sun; these conditions are generally required for maximum growth and flowering and are met in southern locations in the landscape.</u>
<u>FS-PS</u>	<u>Full Sun - Partial Shade; plants within this category are adaptable to a range of light conditions. Full sun should be provided, but filtered sun through overhead canopy trees is adequate. Eastern, western and southern locations provide these conditions.</u>
<u>FS-DS</u>	<u>Full Sun - Dense Shade; plants that are quite adaptable to varied light conditions and will grow well in any location in the landscape.</u>
<u>PS-DS</u>	<u>Partial Shade - Dense Shade; plants that require shaded conditions for best growth. These conditions are provided under overhead canopy trees and in northern locations of the landscape.</u>
<u>Foliage</u>	
<u>E</u>	<u>Evergreen</u>
<u>D</u>	<u>Deciduous</u>
<u>SEV</u>	<u>Semi-Evergreen</u>

§ 9.10 – Tree removal and relocation

- A. Before the Village issues a tree removal permit that allows the replacement of any tree, the applicant must demonstrate that relocation is not a viable alternative. Relocation shall occur either within the site or off-site with the concurrence of the Village where the site is public property. If any tree is to be relocated either on-site or off-site, a relocation plan shall be submitted in accordance with chapter 100 of the Village Code.
- B. Methods for relocation. The following guidelines shall be utilized to ensure successful transplanting of trees:
 1. Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree.
 2. If the trees have a dormant period, they should be transplanted during that time. Trees should not be transplanted during periods of strong, dry winter winds or during droughts.
 3. Provide adequate space for root and crown development.
 4. Trees shall be root and canopy pruned according to sound arboricultural standards prior to transplanting.
 5. During and following transplanting, the root ball and trunk shall be protected. The root ball

must be kept moist at all times.

DIVISION 5, DESIGN STANDARDS FOR COASTAL SITES

§ 9.11 – Dade County Shoreline Development Review

- A. All development directly abutting North Bay Village's shoreline, except single-family and duplex development, is subject to the requirements of the Miami-Dade County Shoreline Development Review (Ordinance 85-14) which includes standards for setbacks and visual corridors.
- B. An applicant requesting development within the shoreline development review boundary shall obtain approval from the Miami-Dade County Shoreline Development Review Committee, prior to the second public hearing before the Village Commission of North Bay Village.
- C. Applications for shoreline development review are obtained from and submitted to the Miami-Dade County Development Impact Committee Department by the applicant. Prior to applying for shoreline development review, approval for construction or structural alteration of any dock, pier, piling, seawall, or any similar structure in or over the waters in the corporate limits of the Village, Village Commission approval shall be required. Prior to applying for shoreline development review for construction of any marina, approval from both the planning and zoning board and Village Commission shall be required.

§ 9.12 – Coastal Construction within Biscayne Bay (North Bay Village Approval)

A. Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the definitions contained in Section 327.02, Florida Statutes.

Dock. Any fixed or floating structure for securing boats, loading or unloading persons or property, or providing access to the water, and includes the term "pier," "wharf," "float" or any other landing facility.

Docking site. Any "slip," "berth," or space to accommodate a single boat, vessel, or houseboat.

Dolphin or mooring. Any appliance used to secure a boat or other vessel, other than to a pier, which is not carried aboard the boat or vessel as regular equipment when underway.

Houseboat or floating home. Any vessel in fact used or designed primarily to be occupied as living quarters and for any business or occupation whatsoever, or for any private or social club of whatsoever nature, including the use thereof for the entertainment or recreation of guests or tenants while same is moored or docked within the corporate limits of the Village, whether the vessel is self-propelled or not.

Marina. Any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, vessels, or houseboats on land or in water, or to be used for living quarters either permanently or on a temporary basis.

Riparian right-of-way. The water immediately adjacent to any real property located within the Village limits.

Utility hook-up. Any connection between the waterfront property or docks and piers appurtenant thereto located within the riparian right-of-way and any boat, vessel, or houseboat provided to conduct water, electricity, cable, telephone service, gas, or other utility or sewerage to or from the boat, vessel, or houseboat.

Village Manager. For purposes of this chapter, "Village Manager" means the Village Manager or authorized designee.

Waters of the Village. All waters within the corporate limits of North Bay Village, whether immediately tangent to one of the islands or a part of Biscayne Bay.

B. Construction and Structural Alteration

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general

welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.

8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but maybe be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.

C. Seawall Maintenance and Enforcement

1. It shall be unlawful for any person or entity owning real property abutting the waterways to allow the seawall to be or remain in a state of disrepair.
2. Upon learning that any seawall is in a defective or dangerous condition or is in a state of disrepair, the Village Manager shall so notify the property owner or other person(s) having charge of the seawall to immediately repair the seawalls in whatever manner necessary to ensure it meets all applicable regulations governing the same. If such person(s) or entity fail(s) or neglect(s) to make such repairs, the Village Manager shall take whatever action is necessary for the protection of the public, including the hiring of contractors to repair the seawall; charging the cost of such repairs to the property owner or other person(s) having charge of the property; and it shall be a violation of this chapter for any person to interfere with such actions.
3. If any seawall, or any portion thereof, or any material from such seawall, shall fall into the waters of North Bay Village, it shall be the duty of the owner or other person(s) or entity having charge of the property, to forthwith remove the same from the waters of the Village. If they shall fail to do so, the Village Manager may do so or hire the appropriate individual or entity to do so; and the cost thereof shall be recovered from the property owner or other person(s) or entity having charge of the seawall as provided in this chapter.
4. All costs for services, charges, work or fines incurred by North Bay Village in connection with its action to ensure the protection of the public through repair of any seawall or as a result of violations of this chapter shall constitute and are hereby imposed as liens against the real property aforesaid and, until fully paid and discharged, shall be imposed as special assessment liens against the subject real property. Such liens shall remain equal in rank and dignity with the lien of ad valorem taxes and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. The maximum rate of interest allowable by law shall accrue to such costs for services, charges, work or fines incurred by North Bay Village. Unpaid costs for services, charges, work or fines incurred by North Bay Village, together with all penalties imposed thereon, shall remain and shall constitute liens against the real property involved. Such liens for costs for services, charges, work or fines incurred by North Bay Village shall be enforced by any of the methods provided in North Bay Village Code of Ordinances; or in the alternative foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state law, or may be foreclosed per Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The property owner and/or operator shall pay all costs of collection of fees, including attorney fees and court costs, service charges, penalties and liens imposed by virtue of this chapter.

D. Operation of docks in single family zoning districts

1. No person, firm, or corporation shall be permitted to lease or use any boat, vessel, or houseboat for living quarters, or to otherwise occupy same, on a permanent basis in any

area of the Village zoned RS-1, and RS-2. Owners of private docks in those zoned areas will be permitted "utility hook-ups" to one boat from any dock which may be erected upon the riparian right-of-way abutting their property.

2. The renting of such docks or dock bases, moorings, dolphins or seawalls, and the rental of boats or any portion thereof, for any purpose whatsoever, shall be specifically prohibited in areas of the Village zoned RS-1 and RS-2 and, further, residing on boats within the Village limits is prohibited, except where the docks constitute a part of a marina, a yacht club, hotel, or motel.
3. No docks, dockheads, moorings, dolphins, seawalls or other docking facility shall be used for the docking or storage of any vessel, barge or similar boat used for transport or storage of goods, materials, or debris of any kind unless such vessel, barge or boat has a Boat Mooring Permit pursuant to Section 150.16(A) and such goods and materials: 1) are being utilized for construction on the adjacent upland property, or 2) are being loaded or unloaded to the adjacent upland property.

E. Application procedure for Marinas

All marina plans shall be approved by the U.S. Corps of Engineers, state internal improvement board, Village Engineer, building official, Village Manager, the planning and zoning board, and Dade County DERM, prior to being submitted to the Village Commission for its approval. Marina is defined as any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, or vessels, or houseboats on land or on water. There are two classifications for marinas:

1. Ancillary. A secondary operation to the primary function of a hotel, apartment, condominium, or club which permits the use of the facilities exclusively to the tenants residents, or guests of the hotel or club
2. Business. Any marina not included in the foregoing definition of "ancillary."

F. Design guidelines for Marinas

1. Each space intended for a vessel must be provided with an anti-backflow valve, a sewer connection and proper equipment to reach the Village sewer line, and a permanent supply of electricity.
2. Each boat berth or docking site must provide one automobile parking space.
3. Before any license shall be issued or renewed for any line or pipe carrying inflammable fuel or other fluid, the Village Engineer must examine and approve the facilities.

DIVISION 6, OTHER DESIGN GUIDELINES

§ 9.13 – Building and site design relationships shall conform to the following standards.

- A. Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.
- B. Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.
- C. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.
- D. All vending machines, any facility dispensing merchandise, or a service on private property shall be

confined to a space built into the building or buildings, or enclosed in a separate structure compatible with the main building.

- E. When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.
- F. Storefronts shall have easily identifiable entrances.
- G. Window displays shall be done in such a manner as to capture the pedestrian's attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.
- H. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right-of-way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.
- I. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.
- J. All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.
- K. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.
- L. Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.
- M. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.
- N. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.
- O. Pre-fabricated homes are prohibited in new construction.
- P. Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with 40 percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.
- Q. Temporary construction shall be enclosed by black vinyl coated chain-link fences. Construction walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited.
- R. Reflective/mirrored glass shall be discouraged.
- S. Buildings shall not have unfinished surfaces visible to the public.

§ 9.14 – New construction.

Buildings should have a recognizable entrance facing the public street.

- A. Design and location of balconies should reinforce the building form.
- B. All projects should consider the overall form, and detail of the building. Box buildings are discouraged.

§ 9.15 – Site design relationships.

The coordination of facade components establish an identity for an office building, industrial building or shopping plaza. Therefore, for all unified developments and shopping centers including principal buildings and out parcel development, all buildings and signage shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:

- A. Compatibility with adjacent land uses in terms of scale and lot coverage.
- B. Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.
- C. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated and have like details. Such facade treatments include: building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.
- D. Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.

§ 9.16 – Balcony enclosures.

This section refers to the prohibition of the enclosure of a balcony on a residential building as follows:

- A. The enclosure substantially alters the architectural pattern of the building.
- B. The enclosure does not match wall and window designs.
- C. The enclosure may result in serious structural and/or water damage.
- D. The enclosure does not front on a public street.
- E. Reserved.
- F. The enclosure may not alter the Floor Area Ratio (FAR).
- G. Applications for enclosures shall meet all Building and Village Code standards.

§ 9.17 – Shutters.

- A. Roll up or accordion shutters are permitted on ground floor fronting a public street when constructed of a see through, non-solid grate material. The casing for the grilles should be painted to match the building.
- B. Roll up or accordion shutters are permitted on upper floors if all match in building.
- C. Shutters shall not be used to enclose balconies.

§ 9.18 – Bayview.

- A. Buildings should provide view/light/breeze corridors to the bay.
- B. Building pedestal should not form continuous sheer wall along the bay. Decorative surfaces, multi-level decks, berming and sufficient setbacks shall reduce the impact of the pedestal.
- C. Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition.

- D. Pool decks should include landscaping to provide shade and tropical image.
- E. All projects shall provide bay walkways along the rear of the property, which can be connected to other properties.

§ 9.19 – Color palette.

- A. The Village supports a building color criteria for all buildings and accessory structures. The design of these guidelines is to enhance the appearance of development within the Village, which will improve and/or maintain property values for all Village residents and property owners.
- B. Colors for buildings should be expressed as follows:
 - 1. Base building colors - Primary building walls. This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terracotta.
 - 2. Secondary building colors - Larger "trim" areas such as a lower building base, building design details, or accent trim around windows and doors. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 25 percent of the major surface plane they are used upon.
 - 3. Trim colors - Small area of color such as decorative trim along rooflines, and areas around windows, doors, frames, and signage. Trim colors are used for accent purposes and are the most intensive group of colors allowed. They shall be limited to not more than five percent of the building surface. These trim colors are usually darker and more intense than other colors. Dark blues, greens and even reds are appropriate. Light colors for trim, including whites and beiges are encouraged.

§ 9.20 – Commercial specific color palette.

Color should be chosen to add to the retail environment of these buildings. More latitude will be given to retail color use than is given to other buildings within the Village (residential neighborhoods). The use of color to attract attention to a business (using the building or wall colors as a sign) from a distance is prohibited.

This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terra cotta.

- A. Secondary building colors. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 50 percent of the major surface plane they are used upon. Colors that are associated with a business identity also fall into this category provided they are not overly intensive. Base and secondary colors are interchangeable in proportion and hue.
- B. Trim colors. Trim colors are used for accent purposes and are the most intensive group of colors allowed. In addition to business identifying colors, it is encouraged that trim colors be chosen from the "natural palette" of South Florida. These colors include greens, blues, yellows and others that are found in the regions lush landscape, and natural features. These colors shall be limited to five percent of any single wall area.

§ 9.21 – Exterior Lighting.

- A. Parking lot fixtures are to be selected not only for their functional value, but also for their aesthetic qualities. They are to be considered furniture of the parking lot visible both day and night. Light fixtures used in the district shall be decorative for new development or redevelopment within public view and are encouraged throughout the development. The decorative fixtures shall be of a style that compliments the development. Cobra heads are prohibited within a development. Shoe box units may be used but are discouraged at entrances and exits.
- B. Parking area lighting should compliment the lighting of adjacent streets and properties, and should use consistent fixtures, source colors and illumination levels.
- C. Light fixtures in parking lots must be a maximum height of 20 feet.
- D. Poles should be placed to provide a unified, organized appearance throughout the parking area or development and should provide even and uniform light distribution. The use of a greater number of low fixtures in a well-organized pattern is preferred over the use of a minimum number of tall fixtures.
- E. Outdoor storage areas including auto and truck parking and storage should be illuminated from poles similar to those used for parking lot lighting, but at lower illumination levels.
- F. Parking lot and security lighting shall be designed to direct light into the property.
- G. Security lighting should be limited to low-intensity specialty fixtures. The light source should not be visible from the street or adjoining properties. Other wall mounted security lighting is discouraged.
- H. Building lighting should be used to highlight specific architectural features. Lighting of architectural features should be designed with the intent of providing accent and interest or to help identify entry and not to exhibit or advertise buildings or their lots.
- I. Neon is discouraged to border windows or create a false sense of architecture.
- J. The use of neon as an architectural accent is discouraged.
- K. When pedestrian lighting is used in conjunction with street lighting, the pedestrian lighting should be clearly distinguishable from the ambient street lighting to clearly define the pedestrian path of travel.
- L. When adjacent to pedestrian circulation and gathering areas, parking area lighting should not overpower the quality of pedestrian area lighting.
- M. Lighting should be designed to provide even and uniform light distribution without hot spots dark spots or glare. Lighting should be designed to minimize dark areas that could pose a security concern near pedestrian areas. Pedestrian circulation systems should be highlighted by visible light sources that clearly indicate the path of travel ahead.
- N. Placement of fixtures should provide a coordinated and organized appearance that facilitates uniform light levels and works with the placement of sidewalks, landscaping, signage, building entries and other features to contribute to the overall continuity of the streetscape and development.
- O. Accent lighting of landscape areas should be low level and background in appearance.
- P. The color of the light sources shall be consistent throughout the project. High pressure sodium lamps are not permitted.
- Q. Decorative accent lighting of landscape features, at entrances and exits is recommended.

§ 9.22 – Access, public rights of way, and utilities.

Off-site improvements associated with new development or redevelopment shall be subject to the following:

- A. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.
- B. Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.
- C. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.
- D. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public right-of-ways must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.
- E. Off-site improvements associated with new development or redevelopment shall be subject to the following:
 - 1. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.
 - 2. Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.
 - 3. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.
 - 4. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public right-of-ways must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.

§ 9.23 – Crime prevention through environmental design (CPTED).

The U.S. Government "Crime Prevention Through Environmental Design Program" (CPTED) incorporates architectural solutions to reduce the opportunity of crime. Elimination of recessed entryways, provision of adequate lighting and proper design of spaces will reduce the possibility of criminal activity.

- A. Building mounted lighting shall be installed on alley frontage and side yards. This is particularly recommended at service/delivery entrances.
- B. Windows in the alleys or sides provide the appearance of natural surveillance and may discourage break-ins. Such windows shall not be blocked up.
- C. See through fences and gates of metal pickets shall be located to discourage uncontrolled access to service/delivery areas.
- D. Hiding places and blind corners shall be eliminated from site/building, where possible.
- E. The concept of natural surveillance, visibility by the public (shoppers, pedestrians, motorists, and/or personnel) shall be incorporated into the design where possible.

- F. Landscaping shall be designed to discourage crime. Tree heights/spread shall allow sufficient visibility, not completely block views off/from doors and windows. Shrubs shall not be planted where they may become hiding places.

DIVISION 7, STORMWATER MANAGEMENT

§ 9.24 – Standards

The design and performance of all stormwater management systems in North Bay Village at a minimum shall comply with Florida Department of Environmental Protection (FDEP) stormwater rules which requires removal of 80 to 95 percent of stormwater pollutants prior to their discharge into receiving waters. Furthermore, this rule requires treatment by retention or by detention with filtration of the first inch of runoff for sites containing less than 100 acres.

§ 9.25 – Permit Authority and Delegation

FDEP has delegated the authority to permit stormwater management in South Florida to the South Florida Water Management District which, in turn, has delegated its authority in Dade County to DERM with its more stringent criteria.

§ 9.26 – Design Requirements

All new development and redevelopment within the Village, and any future repair, maintenance, or rebuilding of the existing system shall at minimum, conform to Dade County DERM regulations. In North Bay Village, DERM requirements to be met are:

- A. Rainfall frequency – Five-year
- B. Flood limit - To crown of street or to within 15 feet of a dwelling or other occupied building, whichever is lower.

CHAPTER 10. FLOOD DAMAGE PROTECTION

§ 10.1 – Statutory Authorization, Findings of Fact, Purpose, and Objectives

A. Statutory authorization

The legislature of the State of Florida has in Chapters 125 and 163, Florida Statutes delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Village Commission of North Bay Village, Florida has passed the above-named ordinance.

B. Findings of fact

1. The flood areas of North Bay Village are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
2. These flood losses are caused by the cumulative effects of obstructions in flood hazard areas causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damage.

C. Statement of purpose

Statement of purpose. It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural water flows and natural protective barriers which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase erosion or flood damage; and
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

D. Objectives

The objectives of this ordinance are:

1. To protect human life and health;
2. To minimize expenditure of public money for flood control;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodprone areas;

6. To help maintain a stable tax base by providing for sound use and development of floodprone areas and;
7. To ensure that potential homebuyers are notified that property is in a floodprone area.

§ 10.2 – Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls in new construction.

Appeal means a request for a review of the building official's interpretation of any provision of this ordinance or a request for a variance.

Area of special flood hazard is the land in the floodprone area within a community subject to a one per cent chance of flooding in any given year.

Base flood means the flooding having a one percent chance of being equaled or exceeded in any given year.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Coastal high hazard areas means the area subject to velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a FIRM as Zone V1-30, VE or V.

Development means any man-made changes to improved or unimproved real estate, including, but not limited to: building or other structure, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.

Elevated building means a non-basement building built to have the lowest floor elevated above ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), or shear walls.

Existing construction means any structure for which the "start of construction" commenced before June 18, 1984 [2].

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the areas of special flood hazard have been defined as Zone A.

Flood insurance rate map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study means the official report provided by FEMA. The report contains flood profiles, as well as the flood boundary map and the water surface elevation of the base flood.

Floor means the top surface of an enclosed area in a building, i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking of vehicles.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking for loading and unloading of

cargo or passengers, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the building.

Historic structure means any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior;
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Interior, or
 - 2. Directly by the secretary of the interior in states without approved programs.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).

National Geodetic Vertical Datum (NGVD) as corrected in 1929, is a vertical control used as a reference for establishing elevations within the floodplain.

New construction means any structure for which the "start of construction" commenced after June 18, 1984. The term also includes any subsequent improvements to such structure.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site such as the pouring of slabs or footings, installation of pilings, construction of columns, or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is partly above ground.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of market value of the structure before the damage occurred.

Substantial improvement means any combination of repairs, construction, alteration, or improvements including any additions to a building taking place during a minimum five-year period in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of

the building should be (1) the appraised value of the building at the start of the initial repair or improvement, or (2) in case of damage, the value of the building prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the code enforcement official and which are solely necessary to assure safe living conditions.

§ 10.3 – General Provisions

- A. Lands to which this ordinance applies. This ordinance shall apply to all areas within the jurisdiction of North Bay Village.
- B. Basis for establishing the areas of special flood hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study, dated November 4, 1987 with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and declared to be a part of this ordinance.
- C. Establishment of development permit. A development permit shall be required in conformance with provisions of this ordinance prior to the commencement of any development activities.
- D. Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- E. Abrogation and greater restrictions. This ordinance shall not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.
- F. Interpretation. In the interpretation and application of this ordinance all provisions shall be:
 - 1. Considered as minimum requirements;
 - 2. Liberal construed in favor of the officers and agents of the Village; and
 - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- G. Warning and disclaimer of liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Flood heights may be increased by man-made or natural causes. This ordinance shall not create liability on the part of North Bay Village or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully thereunder.
- H. Penalties for violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 60 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violations continue shall be considered a separate offense. Nothing herein contained shall prevent North Bay Village from taking such other lawful actions as is necessary to prevent or remedy any violation.

§ 10.4 – Administration

- A. Designation of building official. The building official is hereby appointed to administer and implement the provisions of this ordinance.
- B. Permit procedures. Application for a development permit shall be made to the building official on forms furnished by him or her prior to any development activities, and may include, but not be limited to: the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed earthen fill; storage of materials or equipment; drainage facilities; and the location of the foregoing. Specifically, the following information is required:
1. Application stage
 - a. Elevation in relation to mean sea level of the proposed lowest floor of all buildings.
 - b. Elevation in relation to mean sea level to which any nonresidential building will be flood-proofed.
 - c. Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the flood-proofing criteria in Section 10.5.B.2.
 2. Construction stage.
 - a. Provide a floor elevation or flood-proofing certification after the lowest floor is completed, or instances where the building is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. Upon placement of the lowest floor, or flood-proofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the building official a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest portion of the horizontal structural members of the lowest floor, whichever is applicable, as built, in relation to mean sea level.
 - b. Said certification shall be prepared by or under the supervision of a registered land surveyor or professional engineer and certified by same. When flood-proofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.
 - c. The building official shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections hereby, shall be cause to issue a stop-work order for the project.
- C. Duties and responsibilities of the building official. Duties of the building official shall include, but not be limited to:
1. Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
 2. Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit.

3. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved buildings, in accordance with Section 10.4.B.2.
4. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with Section 10.4.B.2.
5. When flood-proofing is utilized for a particular building, the building official shall obtain certification from a registered engineer or architect, in accordance with Section 10.5.B.2.
6. Where interpretations as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the building official shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
7. When base flood elevation data have not been provided in accordance with Section 10.3.B.2, then the building official shall obtain, review, and reasonably utilize any base flood elevation available from a federal, state, or other source, in order to administer the provisions of Section 10.5.
8. In coastal high hazard areas, certification shall be obtained from registered professional engineer or architect that the building is designed and securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.
9. In coastal high hazard areas, the building official shall review plans for adequacy of break-away walls in accordance with Section 10.5.B.4.h

D. Variance requirements

1. The planning and zoning board, as established by North Bay Village, shall hear requests for variances from the requirements of this ordinance, in accordance with the procedures prescribed for requests for amendment, variance, special use exception, or supplement to the zoning regulations in Sections 4.2 through 7.3 of the ULDC. The planning and zoning board shall submit its recommendations to the Village Commission for final action on such requests pursuant to procedures therein prescribed, provided, however, that the criteria for granting variances from this ordinance shall be those set forth hereinafter.
2. Conditions and criteria of granting of variances. In considering such applications, the planning and zoning board and Village Commission shall consider all technical evaluations, all relevant factors, all standards specified in other sections of the North Bay Village Land Development Code, and:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;
 - f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, and the effects of wave action, if applicable, expected at the site;
 - k. The costs of providing governmental services during and after the flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges;
 - l. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building;
 - m. Variances shall only be issued upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship, and; (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinance.
 - n. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the building is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
 - o. The building official shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency.
3. Variances for historic structures. Variances may be issued for the repair or rehabilitation of historic structures (see definition) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.
4. Upon consideration of the factors listed above, and the purposes of this ordinance, the planning and zoning board and Village Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- E. Appeals. The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

§ 10.5 – Provisions for flood hazard reduction

- A. General standards. In all areas of special flood hazard the following provisions are required:
- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

2. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 3. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
 4. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 5. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
 6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
 7. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 8. Any alteration, repair, reconstruction, or improvements to a building which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.
 9. Any alteration, repair, reconstruction, or improvements to a building which is not in compliance with the provisions of this ordinance, shall be undertaken only if said nonconformity is not furthered, extended, or replaced.
- B. Specific standards. In all areas of special flood hazard where base flood elevation data have been provided, as set forth in Section 10.3.B, the following provisions are required:
1. Residential construction. New construction or substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with the standards of Section 6.5(b)(3).
 2. Nonresidential construction.
 - a. New construction or substantial improvement of any commercial, industrial, or nonresidential building shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.
 - b. Buildings located in all A-Zones may be flood-proofed in lieu of being elevated provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 10.4.
 3. Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finishing living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (1) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (2) The bottom of all openings shall be no higher than one foot above grade; and
 - (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
4. Coastal high hazard areas (V Zones). Located within the areas of special flood hazard established in Section 10.3.B, are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash, therefore, the following provisions shall apply:
- a. All buildings shall be located five feet landward of the reach of the mean high tide;
 - b. All buildings shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than five feet above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with Section 6.5(b)(4)h.;
 - c. All buildings or structures shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. Water loading values shall equal or exceed the base flood. Wind loading values shall be in accordance with the South Florida Building Code.
 - d. A registered professional engineer or architect shall certify that the design, specifications, and plans for construction are in compliance with the provisions contained in Section 10.5.B.4.b and 10.4.B.4.c this ULDC.
 - e. There shall be no fill used as structural support. Noncompacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free from obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The building official shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
 - (1) Particle composition of fill material does not have a tendency for excessive natural compaction;
 - (2) Volume and distribution of fill will not cause wave deflection to adjacent properties; and

(3) Slope of fill will not cause wave run-up or ramping.

- f. There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage;
- g. Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action, without damage to structural integrity of the building on which they are to be used and provided the following design specifications are met:
 - (1) No solid walls shall be allowed, and;
 - (2) Material shall consist of lattice or mesh screening only.
- h. If aesthetic lattice work or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
- i. Prior to construction, plans for any buildings that will have lattice work or decorative screening must be submitted to the building official for approval;
- j. Any alteration, repair, reconstruction, or improvement to a structure shall not enclose the space below the lowest floor except with lattice work or decorative screening, as provided for in Section 10.5.B.4.h and 10.5.B.4.i.

C. Standards for subdivision proposals.

- 1. All subdivision proposals shall be consistent with the need to minimize flood damage;
- 2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- 3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- 4. Base flood elevation data shall be provided for subdivision proposals and other proposed development.

CHAPTER 11, SIGNS

§ 11.1 – Purpose

The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of street graphics and signs and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen.

§ 11.2 – Definitions

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

Sign. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.

Sign, accessory. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).

Sign area. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.

Sign area, multi-faced. On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.

Sign, detached. A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a fence or wall, not a part of a building, shall be considered a detached sign.

Sign, directional. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").

Sign, flat. A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

Sign, identification. A sign which indicates the name of a use, owner, activity, business, or enterprise.

Sign, outdoor advertising display (character).

Activated sign. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

Animated sign. Any sign upon which a character, letter, figure, or group or combination thereof, show movement or motion to such an extent as to be readily detected.

Banner sign. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

Banners, streamers, spinners, and pennants. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.

Beacon light. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

Double-faced sign. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

Flashing sign. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

Sign, outdoor advertising display (type). A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out-of-doors. These shall include, but are not necessarily limited to, the following:

Combination sign. Any sign incorporating any combination of the features of ground, projecting, or roof signs.

Fluorescent painted sign. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.

Ground sign. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").

Illuminated sign. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.

Marquee sign. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a building, when such canopy or covered structure extends beyond the building, building line, or property line.

Nonilluminated sign. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.

Projection sign. Any sign other than a wall sign which projects from and is supported by a wall, building, or overhang.

Projected sign. Any sign which is affixed to any building wall or structure and extends beyond the building wall, structure, building line, or property line more than 18 inches.

Real estate sign. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.

Roof sign. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.

Sandwich sign. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place.

Shingle sign. Any projection or wall sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.

Snipe sign. Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

Window sign. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

Sign, outdoor advertising display (usage).

Changeable copy sign. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.

Directory sign. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, church directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

Identification; individual entity. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the Building and Zoning Official a transfer (assignment) of all parts of his computed eligibility to the lessee.

Informational sign. Any sign which contains any combination of directory, directional, and/or explanatory information.

Sign information item. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

Outdoor advertising display: off-premises (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.

Outdoor advertising display: premises. Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.

Point of purchase sign. Any structure, device, display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.

Facade. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.

Frontage. That part of the building that faces a public thoroughfare.

Sign, temporary. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.

Window sign—permanent. Any sign visible from the exterior of a building or structure and which is painted, attached, glued or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby.

Window sign—temporary. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.

§ 11.3 – Existing Nonconforming Signs, Removal

- A. It is the intent of this section to recognize that the eventual elimination of existing signs that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.
- B. Any sign which is nonconforming shall adhere to these regulations within five years from [insert date of adoption of this ordinance] or be removed. However, the Village Commission may grant reprieve from this provision if the Village Commission determines that a particular sign has been in existence for at least 20 years and provides historical character to the community.
- C. Any sign, including the supporting structure, now or hereafter existing, which advertises a business no longer conducted, or a product no longer sold, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be found. Such removal shall be within 30 days after notification by the Building Official or other official as designated by the Village Manager.
- D. Snipe signs shall be removed immediately.

- E. A nonconforming sign once removed, either voluntarily or involuntarily, shall not be replaced except in conformity with all applicable provision of this ULDC.

§ 11.4 – Regulations and Specifications

A. General regulations governing signs

Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

1. Interference with public.
 - a. The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public streets or sidewalks.
 - b. Safety requirements.
 - (1) No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.
 - (2) Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the Police Department and confirmed by the Village Commission.
2. Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.
3. Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.
4. Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.
5. Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.
6. Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any structure within the limits of any streets within the Village.

7. Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the right-of-way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

B. Regulations governing specific type signage

Prohibited sign situations:

1. Signs within or upon public property and rights-of-way.
2. Pole (ground) signs projecting over rights-of-way.
3. Flashing, activated, and animated signs.
4. Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.
5. Roof signs.
6. Snipe and sandwich signs.

§ 11.5 – Sign Permits and Fees

- A. No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the Building Official or other official as designated by the Village Manager.
 1. Before any permit is issued, an application, including written approval of the owner of the property, shall be filed, together with five sets of drawings or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the Building Official or other official as designated by the Village Manager with the location, construction materials, manner of illuminating and securing or fastening, number of signs applied for, and the wording of the sign or advertisement to be carried on the sign. For buildings over three stories, the scale shall be 1/8" = 1' 0". A separate scaled drawing shall be prepared at 1/2" = 1' 0" showing dimensions, sizes, colors, materials, and method of installation.
 2. All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null and void and a new permit shall be required.
- B. The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Building Official or other official as designated by the Village Manager.
- C. The Building Official or other official as designated by the Village Manager shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the Building Official or other official as designated by the Village Manager shall not affect any proceedings instituted prior to the removal of the sign.

- D. Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the Building Official or other official as designated by the Village Manager.

§ 11.6 – Exempted Signs

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the South Florida Building Code and in accordance with Section 11.9.

- A. Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.
- B. Changing of the copy of a bulletin board, poster board, display encasement, or marquee.
- C. Temporary signs which meet the criteria of Section 11.7
- D. National flags and flags of political subdivisions of the United States.
- E. Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.
- F. In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.
- G. Signs posted by the Village.

§ 11.7 – Temporary Sign Permits

- A. Scope. Notwithstanding anything to the contrary in the Village's Unified Land Development Code or in any other ordinance or code provision of the Village, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- B. Purpose and intent. It is the purpose of these sign regulations to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the Village Commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
 - (1) Encourage the effective use of signs as a means of communication in the Village;

- (2) Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;
- (3) Improve pedestrian and traffic safety;
- (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
- (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
- (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
- (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
- (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the Village;
- (10) Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
- (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (12) Duration for temporary signs. If a temporary sign pertains to an event, the temporary sign shall be removed no later than seven days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.
- (13) Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.
- (14) Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (15) Exemptions from permitting. A temporary sign does not require a permit from the Village.
- (16) Within each Village zoning district, temporary signs shall conform to the following criteria:

	<u>Single Family Residential RS-1, RS-2</u>	<u>Multi-Family RM-40, RM-70</u>	<u>Commercial CG, CL</u>
<u>Maximum Number of Signs Allowed Per Parcel</u>	<u>3</u>	<u>3</u>	<u>4</u>
<u>Maximum Sign Area</u>	<u>3 sf</u>	<u>12 sf (RM-40) 20 sf (RM-70)</u>	<u>40 sf</u>
<u>Sign Height Maximum for a Freestanding Sign</u>	<u>4 ft</u>	<u>24 ft</u>	<u>24 ft</u>

<u>Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)</u>	<u>15 ft</u>	<u>24 ft</u>	<u>24 ft</u>
<u>Minimum Sign Setback for Ground Signs</u>	<u>2 ft</u>	<u>2 ft</u>	<u>2 ft</u>
<u>Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)</u>	<u>15 ft</u>	<u>15 ft</u>	<u>15 ft</u>
<u>Aggregate Maximum of Surface Area Allocated for All Sign Messages</u>	<u>12 sf</u>	<u>120 sf</u>	<u>160 sf</u>

§ 11.8 – Removal of Signs

Any sign previously associated with a vacated premises shall be removed from the premises by either the owner or lessee not later than 30 days from the time such activity ceases to exist.

§ 11.9 – District Sign Regulations

A. Single-Family Residential (RS-1, RS-2) Districts. No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.7:

A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the dwelling or building.

B. Multifamily Residential (RM-40, RM-70) Districts. No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.7:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.
2. A nonilluminated, flat or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a multifamily dwelling, group of multifamily dwellings, or the name of the motel or hotel. In the case of a detached sign, it shall not be located in any required rear or side yard setback area, nor closer than ten feet from the front property line, nor shall any part of the sign be more than ten feet above the ground.
3. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the building.

C. Commercial (CG) District. No sign will be allowed in this district except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.7:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.
2. A flat illuminated or nonilluminated sign may be erected on one facade of a building or each

portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area. Signs shall not be permitted on any wide bay frontage.

- a. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.
 - b. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.
3. A projection sign, placed at an angle of 90 degrees from the building and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.
All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.
4. A detached illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.

§ 11.10 – Variances to sign regulations

There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning, and would benefit the community. The standards for granting the planning variance are:

- A. The sign variance must relate to a particular piece of land;
- B. The sign variance can be granted without substantial detriment to the public good;
- C. The benefits of the deviation would outweigh any detriment; and,
- D. The variance would not substantially impair the intent or purpose of the Village's Comprehensive Plan and/or Zoning Ordinance.

CHAPTER 12, ADULT ENTERTAINMENT

§ 12.1 – Purpose

A. Purpose

In the development and enforcement of this section, it is recognized that there are adult entertainment uses, which because of their very nature are recognized as having serious objectionable characteristics, particularly when several of them are concentrated in any given locations thereby having a deleterious effect upon the adjacent business and residential areas. It is desirable, therefore, to protect the well-being of the youth of the Village from objectionable operational characteristics of these adult entertainment uses by to locating adult oriented activities away from residential areas and public facilities used frequently by minors such as schools, religious facilities, parks, libraries, playgrounds and day care centers. The Village finds that, just as advertising is designed to stimulate one's appetite for desired goods and services, an overabundance or preoccupation with sexual displays or materials arouses the appetites of those so preoccupied, and encourages criminal sexual behavior.

In recognition of the protections afforded to the citizens of the United States under the First and Fourteenth Amendments to the Constitution of the United States, it is neither the intent nor the effect of this section to:

1. Inhibit freedom of speech or the press; or
2. Impose a limitation or restriction on the content of any communicative materials, including sexually oriented materials; or
3. Restrict or deny access by adults to sexually oriented materials protected by the First Amendment; or
4. Deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

This section balances the legitimate governmental purposes of the Village against the above-described constitutional rights, by imposing incidental, content-neutral place, time, and manner regulations of adult entertainment establishments without limiting alternative avenues of communication. The special regulations deemed necessary to control the undesirable effects arising from these enterprises are set forth in this section.

B. Findings

Based on the evidence and testimony presented before the Village Commission and on the findings incorporated in (i) "Survey of Texas Appraisers - Secondary Effects of Sexually-Oriented Businesses on Market Values" study by Connie B. Cooper, FAICP and Eric Damian Kelly, FAICP in association with David C. Keuhl, Ph.D. and Shawn Wilson, MAI (2008)(Texas); (ii) "Crime-Related Secondary Effects - Secondary Effects of "Off-Site" Sexually Oriented Businesses" study by Richard McCleary, Ph.D. in association with Alexi Alexander, J.D., Larry Bush, M.A., and Mark Vasquez, B.A. (2008)(Texas); (iii) "Crime-Related Secondary Effects of Sexually-Oriented Businesses: Report To The City Attorney" by Richard McCleary, Ph.D. (2007)(Los Angeles, California); (iv) "Survey of Findings and Recommendations of Sexually Oriented Businesses" by Eric Damian Kelly, Ph.D. FAICP and Connie B. Cooper, FAICP (August 2002)(Toledo, Ohio); (v) "A Report on the Secondary Impacts of Adult Use Businesses in the City of Denver," by the Zoning Administration, Office of Planning and Development, Department of Public Safety, Department of Excise and Licenses, Assessor's Office, and in consultation with the City Attorney's Office, Denver, Colorado (January 1998); (vi) "Sexually Oriented Business Ordinance Revision Committee

Legislative Report, Houston, Texas (January 7, 1997); (vii) "Adult Use Study," by the Newport News Department of Planning and Development, Newport News, Virginia (March 1996); (viii) "Report to American Center for Law and Justice on the Secondary Impacts of Sex Oriented Businesses," by Peter R. Hecht, Ph.D. of the Environmental Research Group (March 31, 1996); (ix) "Adult Entertainment Study" by Department of City Planning, City of New York (November 1994); (x) The "Adams County Nude Entertainment Study" by the Adams County Sheriffs Department (1991)(Colorado); (xi) "Effects of Adult Entertainment Businesses on Residential Neighborhoods," by the Department of Planning, Research and Development, City of El Paso, TX (Sept. 26, 1986); (xii) "NLC Summaries of "SOB Land Use" Studies, Crime Impact Studies by Municipal and State Governments on Harmful Secondary Effects of Sexually-oriented Businesses," National Law Center for Children and Families, 1991, 1994, 1996, 1997, 1999, 2000, 2001, 2002, 2005; the Village Commission finds as follows:

1. Establishments exist or may exist within the Village where books, magazines, motion pictures, videos, prints, photographs, periodicals, records, novelties, and devices that depict, illustrate, describe, or relate to specified sexual activities are possessed, displayed, exhibited, distributed, and sold.
2. Establishments exist or may exist within the Village where:
 - a. The superficial tissues of one person are manipulated, rubbed, stroked, kneaded, or tapped by a second person, accompanied by the display or exposure of specified anatomical areas:
 - b. Dancers, entertainers, performers, or other individuals, who, for forms of commercial gain, perform or are presented while displaying or exposing specified anatomical areas: or
 - c. Lap dancing occurs.
3. The activities described in subsections (1) and (2) occur at establishments for the purpose of making a profit and, as such, are subject to regulation by the Village in the interest of the health, safety, and general welfare of Village residents.
4. The competitive commercial exploitation of such nudity and seminudity is adverse to the public's interest, quality of life, tone of commerce, and total community environment.
5. The commercial exploitation of nudity and seminudity consists of the use of nude and seminude entertainment in connection with or for the promotion of the sale of goods or services, and the receipt of money by the person engaging in nude or seminude entertainment in exchange for or as consideration for nude or seminude performance by such individuals.
6. The commercial exploitation of nude and seminude acts, exhibitions, and nude entertainment occurs frequently at commercial establishments either selling or allowing consumption of alcoholic beverages on the premises.
7. There is a direct relationship between the consumption of alcoholic beverages and the nude and seminude activities mentioned above, and an increase in criminal activities, disturbances of the peace and good order of the community. The occurrence of these activities is hazardous to the health and the safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole.
8. The combination of the sale and consumption of alcoholic beverages with the performance of nude and seminude acts, exhibitions and entertainment is adverse to the public's interest and the quality of life, tone of commerce, and total community environment in the Village.

9. To promote and preserve the public peace and good order and to safeguard the health, safety, and welfare of the community and its citizens, it is necessary and advisable for the Village to prohibit nude and seminude acts, exhibitions, and entertainment establishments at which alcoholic beverages are, or are available to be, sold or consumed.
10. There is a direct relationship between the display or depiction of specified anatomical areas as defined in this chapter and an increase in criminal activities and disturbances of the peace and good order of the community, and the occurrence of these activities is hazardous to the health and safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole. These secondary effects are adverse to the public's interest and quality of life, tone of commerce, and total community environment in the Village.
11. When the activities described in subsections (1) and (2) take place in establishments within the Village, other activities that are illegal or unhealthy tend to accompany them, concentrate around them, and be aggravated by them. Such other activities include, but are not limited to, prostitution, solicitation for prostitution, lewd and lascivious behavior, possession, distribution and transportation of obscene materials, sale or possession of controlled substances, and violent crimes against persons and property.
12. When the activities described in subsections (1) and (2) are present in establishments within the Village, they tend to blight neighborhoods, adversely affect neighboring businesses, lower property values, foster an atmosphere that promotes crime, and ultimately lead residents and businesses to move to other locations.
13. The establishments used for the activities described in subsections (1) and (2) are frequently used for unlawful and unhealthy sexual activities, including prostitution and sexual liaisons of a casual nature.
14. To preserve and safeguard the health, safety, and general welfare of the people of the Village, it is necessary and advisable for the Village to obtain sufficient information regarding the owners of establishments where the activities described in subsections (1) and (2) occur in order to preclude the involvement of organized crime.

C. Authority

This section is enacted pursuant to the Village's home rule power to enact regulations to protect the public health, safety, and general welfare of the residents of the Village; Chapters 163 and 166, Florida Statutes; and the Village's authority to regulate the sale and consumption of alcoholic beverages under the Twenty-First Amendment of the Constitution of the United States.

§ 12.2 – Definitions

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the terms relevant to this section provided in Chapter 119 Code of Ordinances.

Adult entertainment establishment shall mean:

- A. Any adult arcade, adult theater, adult bookstore/adult video store, adult modeling establishment, adult motel, encounter studio, or adult dancing establishment as these uses are defined in Chapter 119 Code of Ordinances; or any other establishment or business operated for commercial gain where any employee, operator or owner exposes his or her specified anatomical area for viewing by patrons, including but not limited to massage establishments, whether or not licensed pursuant to Chapter 480, Florida Statutes, tanning salons, modeling

studios, or lingerie studios.

- B. Any establishment where an action is taken which is intended to amuse and which is distinguished or characterized by an emphasis on material depicting, describing or relating to specified sexual activities or specified anatomical areas or which features topless dancers, exotic dancers, strippers, male or female impersonators, the modeling of clothing revealing, or less than completely and opaquely covering, specified anatomical areas, or similar activities.
- C. An adult entertainment establishment shall include the entire site on which the adult entertainment establishment is located, including the exterior and interior of the establishment, or any portion thereof, upon which the activities or operations described in subsection (1) and (2) above are being conducted for commercial gain.
- D. Excluded from this definition are any educational institutions, as defined in Chapter 119 Code of Ordinances, where the exposure of specified anatomical areas is associated with a curriculum or program.
- E. An establishment that possesses an adult entertainment license is presumed to be an adult entertainment establishment.

Adult material shall mean any one or more of the following, regardless of whether it is new or used:

- A. Books, magazines, periodicals or other printed matter, photographs, films, motion pictures, video cassettes, slides, or other visual representations; recordings, other audio matter; and novelties or devices which have as their primary or dominant theme subject matter depicting, exhibiting, illustrating, describing or relating to specified sexual activities or specified anatomical areas; or
- B. Instruments, novelties, devices or paraphernalia that are designed for use in connection with specified sexual activities.

Massage establishment shall mean:

- A. Any shop, parlor, establishment or place of business wherein all of any one or more of the following named subjects and methods of treatments are administered or practiced: body massage either by hand or by any mechanical or electrical apparatus or device (excluding fever therapy), apply such movements as stroking, friction, rolling, vibration, kneading, cupping, petrissage, rubbing, effleurage, or tapotement.
- B. Provided, however, that, for the purpose of this section, the terms "massage establishment" shall not include any massage establishment wherein at least one state licensed massage therapist is employed and on duty full time during the hours opened for business.
- C. Nothing in this section shall be construed as applying to state licensed massage therapist, barbers, cosmetologists, manicurists, pedicurists, physical therapists' assistants, midwives, practical nurses, agents, servants of employees in licensed hospitals or nursing home or other licensed medical institutions, licensed physicians, osteopaths, chiropractors, podiatrists, naturopathic physicians or other licensed medical practitioners, or their agents, or employee acting in the course of such agency, service or employment under the supervision of the licensee.

§ 12.3 – Permitted Use Schedule

Adult entertainment establishments are permitted in the General Commercial (CG) Zoning district, subject to distance requirements set forth below.

§ 12.4 – Regulations

A. Required approval

An application for an adult entertainment establishment requires the approval of the Village Commission after a public hearing. No application for an adult entertainment establishment shall be presented to the Village Commission unless it satisfies the following requirements:

1. The adult entertainment establishment must be located on a parcel of land located in the CG zoning district.
2. The adult entertainment establishment must be located:
 - a. At least 500 feet from any residentially zoned district as designated on the Village's official zoning district map, and at least 500 feet from any property on which over 25 percent of the floor area is devoted to residential use; and
 - b. At least 500 feet from any area of land upon which a religious facility, public school, private school, public park, public playground, library, daycare center or nursery for children is located; and
 - c. At least 500 feet from any hotel or motel; and
 - d. At least 1,000 feet of from any parcel of land upon which another adult entertainment establishment is located; and
 - e. At least 350 feet from a building that contains a business that sells or dispenses alcohol.
3. No variance shall be granted to the spacing requirements of subsection (2) above.
4. The minimum distance separation shall be measured by following a straight line from any portion of the building used for such purpose, or any building located on the property, of the adult entertainment establishment to:
 - a. The nearest point of the property designated as residential on the Village's official zoning district map; or
 - b. The nearest point of the residential area of any property on which over 25 percent of the floor area is devoted to residential use; or
 - c. The nearest point of any area used for a religious facility, public school, private school, public park, playground, library, daycare center or nursery for children, hotel or motel.
5. In cases where a minimum distance is required between an adult entertainment establishment and another adult entertainment establishment, or an establishment licensed to sell or serve alcohol, the distance under this section shall be measured from the building line of the existing licensee to the building line of the proposed licensee and shall be the airline distance between the two buildings.
6. The applicant must show a possessory interest in the property (ownership, leasehold, or contract to purchase/lease) by sufficient documentation.

B. Expiration of approval

Approval of an adult entertainment establishment shall lapse after 24 months unless:

1. A business tax receipt or building permit has been issued, or
2. The next phase of development has been initiated, or
3. The Village Commission has specified a longer approval period.

C. Application requirements

An application for approval of an adult entertainment establishment shall, in addition to the requirements of Section 2.7.2 of the ULDC, include:

1. A property survey by a registered surveyor;
2. A letter of intent;
3. Certified distance survey from a registered land surveyor in the state showing that such use meets the distance requirements as set forth in this section. Such sketch shall indicate the distance between the proposed adult entertainment establishment and:
 - a. Any other adult entertainment establishment; and
 - b. Any establishment licensed to sell or serve alcohol; and
 - c. Any area used for a religious facility, public school, private school, public park, public library, playgrounds, day care center or nursery for children, hotel or motel; and
 - d. Any residential zoning district; and
 - e. The residential area of any property on which over 25 percent of the floor area is devoted to residential use.

Each sketch shall indicate all such distances and routes. In case of a dispute, the measurement scaled by the Village shall govern.

4. Where the use includes a vehicular use area or landscaped buffer, a proposed landscape plan and information regarding permanent maintenance arrangements;
5. A neighborhood location map showing all surrounding zoning, land use designations and existing uses located within 500 feet of the proposed site;
6. Documents establishing ownership of the property, valid leasehold, or a contractual interest in a future ownership or leasehold.
7. The proposed activities and specific type of adult entertainment establishment proposed.
8. For adult entertainment establishments to be established in new construction, a sketch and description showing all new and existing structures on the property, interior layouts and proposed parking areas.
9. For adult entertainment establishments to be established in redeveloped sites, a sketch and description or building plan that details all proposed interior and exterior changes to any existing building or structure.

D. Review of applications

Applications shall be reviewed and be approved or denied by the Village Commission within 60 days of the applicant filing a complete application with the Village, as follows:

1. No application shall be accepted until it is deemed complete by the Village Planner.

2. The Village Planner shall review all of the information submitted to determine conformity with this section.
3. The submitted application will be reviewed for completeness within 20 business days, and any corrections, revisions or deficiencies provided to the applicant within that 20-day period.
4. Upon each re-submittal of corrected plans, the Village Planner shall have ten business days to review the application and provide any corrections, revisions or deficiencies to the applicant. This process shall continue until the applicant has submitted a complete application, or demands that the application be reviewed as is, without further revisions.
5. If an applicant fails to provide additional information as requested by the Village Planner within two months of the request or respond to the Village Planner with a time when the information will be submitted, the application shall be deemed to be withdrawn by the applicant. The applicant shall be entitled to one 60-day extension upon request, providing the request for extension is granted prior to the expiration of the two-month period.
6. The Village Commission shall approve or deny the permit within 60 days of the Village's receipt of the complete application, or the applicant's demand for review as submitted, based on whether it complies with the requirements of this section. A written notice of the Village Commission's decision shall be provided to the applicant, either in the form of an approved permit or written notice of denial. Such notice shall describe the applicant's appeal rights, and be provided to the applicant within ten) business days of the decision.

E. Minimum space requirements

An adult dancing establishment shall be subject to the minimum space requirements (for parking) as provided for "Restaurants, Lounges and Nightclubs," in Section 9.3C3 of this Code.

F. Regulation of obscenity subject to state law

It is not the intent of the Village Commission to legislate with respect to matters of obscenity. These matters are regulated and preempted by general law.

G. Regulation of massage establishments subject to state law

It is not the intent of the Village Commission to legislate, limit, or conflict with respect to matters pertaining to massage establishments that are regulated by state agency, the department of business and professional regulation, board of massage, and by general law, Chapter 480, Florida Statutes.

H. Appeal

The applicant may appeal the decision of the Village Commission by filing a timely notice of appeal with any court of competent jurisdiction in Miami-Dade County in accordance with applicable law and court rules.

CHAPTER 13, VACATION RENTAL LICENSE PROGRAM

DIVISION 1, GENERAL PROVISIONS

§ 13.1 – Purpose

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

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

§ 13.2 – Definitions

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

Village. North Bay Village, Florida, as geographically described in its Charter.

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

Occupant. Any person who occupies, either during the day or overnight, a Vacation Rental.

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

Vacation rental. Any individually or collectively owned single- or multi-family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1, RS-2, RM-40, or RM-70.

Vacation rental representative. A Vacation Rental property owner, or his/her authorized designee, as identified in the application for a Village Vacation Rental license.

DIVISION 2, VACATION RENTAL LICENSE

§ 13.3 – License Required.

After July 1, 2016, an active Vacation Rental license shall be required to operate a Vacation Rental within the Village, except that Vacation Rental's in Village areas zoned RM-40 and RM-70 require a Vacation license only after January 9, 2017. After July 1, 2016, only Vacation Rentals in Village areas zoned RS-1 and RS-2 must holding an active Vacation Rental license issued by North Bay Village may to operate within the Village; and after January 9, 2017 all Vacation Rentals must hold an active Vacation Rental license issued by North Bay Village to operate within the Village. A separate Vacation Rental license shall be required for each Vacation Rental, as defined in Section 13.2.

§ 13.3 - APPLICATION FOR VACATION RENTAL LICENSE.

- A. A property owner seeking initial issuance of a Vacation Rental license, or the renewal, or modification of a Vacation Rental license, shall submit to the Village a completed Vacation Rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.
- B. A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:
1. A completed Vacation Rental license application form, which must identify: the property owner, address of the Vacation Rental, Vacation Rental Representative, and as well as the phone number of the Vacation Rental Representative.
 2. Payment of applicable fees.
 3. A copy of the Vacation Rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.
 4. A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.
 5. Evidence of the Vacation Rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.
 6. A copy of the current Local Business Tax Receipt.
 7. Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.
 8. A sketch showing the number and the location of all on-site parking spaces for the Vacation Rental.
 9. Acknowledgement that each guest room shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the NFPA.
 10. A section indicating whether the Vacation Rental will have 10 or fewer occupants or more than 10 occupants.
 11. A copy of the generic form vacation rental/lease agreement to be used when contracting with transient Occupants and guests.
- C. Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.
- D. Vacation Rental license applications shall be sworn to under penalty of perjury and false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

§ 13.4 - MODIFICATION OF VACATION RENTAL LICENSE.

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

- A. An increase in the gross square footage.
- B. An increase in the number of bedrooms.
- C. An increase in the maximum occupancy.
- D. An increase in the number of parking spaces, or a change in the location of parking spaces.
- E. An increase in the number of bathrooms.
- F. Any other material modifications that would increase the intensity of use.

§ 13.5 DURATION OF VACATION RENTAL LICENSE.

The Vacation Rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this chapter. Vacation Rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.

§ 13.6 - RENEWAL OF VACATION RENTAL LICENSE.

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

§ 13.7 - LICENSES NON-TRANSFERABLE, NON-ASSIGNABLE.

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

DIVISION 3, VACATION RENTAL REPRESENTATIVE

§ 13.8 - DUTIES OF VACATION RENTAL REPRESENTATIVE.

Every Vacation Rental Representative shall:

- A. Be available by landline or mobile telephone answered by the Vacation Rental Representative at the listed phone number 24-hours a day, 7 days a week to handle any problems arising from the Vacation Rental; and
- B. Be willing and able to be physically present at the Vacation Rental within 60 minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the Village for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and
- C. Conduct an on-site inspection of the Vacation Rental at the end of each rental period to assure continued compliance with the requirements of this subchapter.

DIVISION 4, STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 13.9 - GENERAL

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

§ 13.10 - LOCAL PHONE SERVICE REQUIRED.

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

§ 13.11 - PARKING STANDARDS.

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

§ 13.12 - SOLID WASTE HANDLING AND CONTAINMENT.

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

§ 13.13 - MAXIMUM OCCUPANCY.

Requirements for space shall be as follows:

- A. Each Vacation Rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.
- B. Every room in a Vacation Rental occupied for sleeping purposes shall:
 - 1. Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.
 - 2. Have a minimum width of 8 feet.
- C. Gross area shall be calculated on the basis of total habitable room area, and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.
- D. Every habitable room in a Vacation Rental shall have a ceiling height of not less than 7 feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of 5 feet or less shall not be included in calculating the total floor area of such room.

§ 13.14 - POSTING OF VACATION RENTAL INFORMATION.

- A. In each Vacation Rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:
 - 1. The name, address and phone number of the Vacation Rental Representative;

2. The maximum occupancy of the Vacation Rental;
 3. A statement advising the Occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village Noise Ordinance.
 4. A sketch of the location of the off-street parking spaces;
 5. The days and times of trash pickup;
 6. The location of the nearest hospital; and
 7. The local non-emergency police phone number.
- B. A copy of the building evacuation map – Minimum 8-1/2" by 11" shall be provided to the renter upon the start of each vacation rental.

DIVISION 5, ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 13.15 - ADMINISTRATION OF VACATION RENTAL LICENSE PROGRAM.

The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental licenses for proposed and existing Vacation Rentals as set forth in this subchapter.

§ 13.16 - APPEALS.

Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a Vacation Rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within 10 days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

§ 13.17 - NOTICE.

Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the Vacation Rental Representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the Vacation Rental Representative.

§ 13.18 - PENALTIES AND ENFORCEMENT.

- A. Any violation of this subchapter may be punished by citation, as specifically described in Chapter 153 – Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental license as

provided hereinafter, for the third offense. Each day a violation exists shall constitute a separate and distinct violation.

- B. Other enforcement methods and penalties. Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.
- C. Suspension of license.
 - 1. In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period. Such suspension of a Vacation Rental license shall be for a period of 1 year, and shall begin following notice, commencing either at the end of the current Vacation Rental lease period, or after 30 calendar days, whichever is less.
 - 2. For violations of the Florida Building Code, or Florida Fire Prevention Code, a Vacation Rental license shall be subject to temporary suspension starting immediately 3 working days after citation for such violation if it is not corrected, re-inspected, and found in compliance.
- D. Revocation of license.
 - 1. The Village Manager may refuse to issue or renew a license or may revoke a Vacation Rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a Vacation Rental license.
 - 2. The Village Manager shall revoke a Vacation Rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the Vacation Rental or receipt of a parking violation where such parking violation occurred on the Vacation Rental property within any continuous 12 month period, or any combination thereof.
 - 3. The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the Vacation Rental license.
- E. For all purposes under this subchapter, service of notice on the Vacation Rental Representative shall be deemed service of notice on the property owner and Occupant.
- F. No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental license.

DIVISION 6, VESTING

§ 13.19 - RENTAL AGREEMENT VESTING.

It is recognized that there are likely existing rental/lease agreements for Vacation Rentals as the time of passage of this ordinance which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.

CHAPTER 14, MARIJUANA DISPENSARIES

§ 14.1 – Purpose

A. *Dispensaries generally.*

1. A marijuana dispensary may distribute, purchase, sell, convey, or possess with the intent to sell or convey, marijuana or marijuana-based products for medical use only for the purpose of dispensing and selling marijuana or marijuana-based products to a qualifying patient or the patient's caregiver, all as defined and permitted by Florida law. A marijuana dispensary must be licensed by the State of Florida department regulating marijuana. A marijuana dispensary must be licensed before possessing, purchasing, conveying, distributing, or retailing marijuana or marijuana-based products, and copies of its licensure documents must be filed with the Village prior to opening for business. It is the responsibility of the owner and the operator of the marijuana dispensary to have current, valid, and unexpired state licensure documents on file at all times with the Village. No marijuana or marijuana-based products may be obtained from a grow house or marijuana farm located in the Village. All marijuana or marijuana-based products, must be sold by and at a state licensed and approved marijuana dispensary or dispensing organization, and all marijuana must be purchased from a medical marijuana farm that has a valid, state of Florida-issued permit for said purpose. A marijuana dispensary may not conduct wholesale sales or transactions.
2. Marijuana dispensaries must at all times meet all the operating criteria for the dispensing of marijuana or marijuana-based products as required from time to time pursuant to Florida law and administrative regulations.

B. *Conditions for approval.*

1. A marijuana dispensary must be located:
 - a. At least 500 feet from any single family zoned district as designated on the Village's official zoning district map; and
 - b. At least 500 feet from any parcel of land upon which a religious facility, public school, private school, public park, public playground, library, daycare center or nursery for children is located; and
 - c. At least 500 feet of from any parcel of land upon which an adult entertainment establishment is located; and
 - d. At least 50 feet from a building that contains a business that sells or dispenses alcohol; and
 - e. At least 1,000 feet from another building that contains a marijuana dispensary.
2. No variance shall be granted to the spacing requirements of subsection (1) above.
3. The minimum distance separation shall be measured by following a straight line from any portion of the building used for a marijuana dispensary to:
 - a. The nearest point of a property designated as single family residential on the Village's official zoning district map; or
 - b. The nearest point of a building that contains a business that sells or dispenses alcohol; or

- c. The nearest point of any property used for a religious facility, public school, private school, public park, playground, library, daycare center, nursery for children, adult entertainment center, or another marijuana dispensary.
4. No drive-in, drive-up, or drive through use shall be permitted as a part of any marijuana dispensary.
5. At a minimum, a marijuana dispensary must have storage facilities approved and meeting applicable federal and state statutes and rules. If the federal and state governments do not set minimum requirements for storage of marijuana or marijuana-based products or if federal and state law does not prohibit stricter requirements from being adopted by the Village, marijuana or marijuana-based products storage must meet the security and storage requirements for Schedule I and Schedule II drugs (as defined in Section 893.03, Florida Statutes, and 21 U.S.C. s. 812) as provided in 21 C.F.R. s. 1301.72. The storage facility or system must be located on the site of the marijuana dispensary and used solely for marijuana or marijuana-based products storage. The storage facility shall be locked and made secure when the marijuana dispensary is not open and serving the public.

C. Dispensary operation.

1. No marijuana dispensary within the Village shall sell or distribute marijuana or marijuana-based products other than what is manufactured, grown, and processed in the State of Florida and that has not left the state before arriving at the marijuana dispensary.
2. It is unlawful for any person or legal entity operating a marijuana dispensary under the provisions of this code to permit any breach of peace therein or any disturbance of public order or decorum by any riotous or disorderly conduct, or otherwise.
3. It is unlawful for any marijuana dispensary to remain open to the public for the sale, distribution, conveyance of marijuana or marijuana-based products between the hours of 8 p.m. and 8 a.m. the next day. It is unlawful for any person or legal entity operating a marijuana dispensary under the provision of this code to permit such dispensary to remain open, or patrons to remain upon the premises, between the hours of 8 p.m. and 8 a.m. the next day.
4. No living marijuana plants are permitted on the site of a marijuana dispensary.
5. Smoking, ingesting, or other consumption.
 - a. No marijuana or marijuana-based products legally obtained with a physician's recommendation or certification shall be smoked, ingested or otherwise consumed in a marijuana dispensary or in the parking lot for a marijuana dispensary. Any marijuana dispensary must, at all times when such establishment is open to the public or is selling marijuana or marijuana-based products, have a sign on the premises located where it can be readily seen and read by all customers of the marijuana dispensary which is at least six by eight and one-half inches (6" x 8.5") in size and with one-half inch (0.5") minimum lettering and contains the following information:

IT IS UNLAWFUL TO SMOKE, INGEST, OR CONSUME MARIJUANA INSIDE, OR IN THE PARKING LOT, OF THIS ESTABLISHMENT.

- b. It is unlawful for the owner or operator of any marijuana dispensary to fail to comply with this section or for any person to sell or dispense marijuana or marijuana-based products in any establishment which is not in compliance with this section. The requirements of this section apply to all marijuana dispensaries.
6. All sales and dispensing of marijuana or marijuana-based products shall be conducted inside the premises of the marijuana dispensary. No off-site delivery of marijuana shall be permitted by the owner, operator, or any employee of the marijuana dispensary. No mobile marijuana dispensary shall operate, or obtain marijuana or marijuana-based products, from a marijuana dispensary or grow house located in the Village.
7. A marijuana dispensary shall not hold or maintain a State of Florida alcoholic beverage license to sell any type of alcoholic beverages, or operate a business that sells alcoholic beverages. No alcoholic beverages may be consumed on the premises or sold within fifty (50) feet of a marijuana dispensary, except at a package store, bar, or lounge the existence which preceded the date of adoption of these provisions relating marijuana dispensaries. No package store, bar, or lounge shall locate and sell or dispense alcoholic beverages within fifty (50) feet of a marijuana dispensary.
8. A marijuana dispensary shall provide litter removal services and actively remove litter at least twice each day of operation on, inside the premises, in front of the premises, in any parking lot adjacent to the marijuana dispensary or used by patrons of the marijuana dispensary, and, if necessary, on public sidewalks within one-hundred (100) feet of the outer perimeter of the marijuana dispensary.
9. A marijuana dispensary shall provide and maintain adequate security on the premises, including fully operational lighting and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft, both inside the marijuana dispensary and in the parking area adjacent to the marijuana dispensary. Any breaking and entering at a marijuana dispensary, regardless of whether marijuana or marijuana-based products are stolen, shall constitute a violation of this code section if the security alarm shall fail to activate simultaneous with the breaking and entering in a loud and audible manner within the hearing of average police officers and citizens on the public right-of-way within two (200) hundred feet of marijuana dispensary.
10. Notwithstanding other signage provisions of this Unified Land Development Code, a marijuana dispensary shall have one non-illuminated wall sign within 5 feet of the main entrance which is between 2 and 3 square feet in area and which shall include only the following language:

ONLY INDIVIDUALS WITH LEGALLY RECOGNIZED MARIJUANA OR CANNABIS IDENTIFICATION CARDS OR A VERIFIABLE, WRITTEN RECOMMENDATION FROM A PHYSICIAN FOR MEDICAL MARIJUANA MAY OBTAIN MARIJUANA OR MARIJUANA-BASED PRODUCTS FROM A MARIJUANA DISPENSARY.

The text shall be a minimum of two inches in height. This requirement shall remain in effect so long as the system for distributing or assigning medical marijuana identification cards preserves the anonymity of the qualified patient or primary caregiver.

11. The marijuana dispensary shall provide the Village manager and all property owners and tenants located within one hundred (100) feet of the marijuana dispensary with the name, phone number, and e-mail or facsimile number of an on-site community relations staff person

to whom one can provide notice during marijuana dispensary business hours if there are operating problems associated with the marijuana dispensary. The marijuana dispensary shall make every good faith effort to encourage neighbors to call this person to try to solve operating problems, if any, before any calls or complaints are made to the Police Department or other Village officials.

12. It shall be unlawful for any marijuana dispensary to employ any person to engage in the sale, distribution, conveyance of marijuana or marijuana-based products, who is not at least 18 years of age. A person under the age of 18 years of age may be employed to perform routine maintenance or janitorial work in a marijuana dispensary; provided, that such employee under the age of 18 years of age shall not handle or touch any marijuana or marijuana-based product within the marijuana dispensary.
13. Except as permitted in paragraph (11) above, it shall be unlawful for any marijuana dispensary to allow any person who is not at least 18 years of age on the premises during hours of operation, unless that person is a qualified patient with a valid identification card or primary caregiver with a valid identification card or a verifiable, written recommendation from a physician for medical marijuana.
14. A marijuana dispensary shall provide adequate seating for its patients and business invitees. A marijuana dispensary shall not direct or encourage any patient or business invitee to stand, sit (including in a parked car), or loiter outside of the building in which the marijuana dispensary is located, including parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than that reasonably necessary to arrive and depart. A marijuana dispensary shall post conspicuous signs on three sides of any building in which it is located that no loitering is permitted on the property.
15. A marijuana dispensary shall ensure that there is no queuing of motor vehicles in the right-of-way or in any parking lot serving or adjacent to a marijuana dispensary. The marijuana dispensary shall take all necessary and immediate steps to ensure compliance with this paragraph.



CLASS I

Permit Application

*For Coastal
Construction and
Mangrove Trimming
within Miami-Dade
County*

Department of Regulatory and
Economic Resources -
Environmental Resources
Management
701 NW 1st Court
Miami, FL 33136
dermcr@miamidade.gov



Revised February 27, 2014

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INTRODUCTION

Coastal areas contain unique and valuable natural resources that are important to the environment, the quality of life and the economic well-being of Miami-Dade County. Competing demands on these resources must be managed in order to ensure the preservation of their ecological, commercial and recreational values.

Coastal resources in Miami-Dade County include diverse communities such as seagrass beds, mangrove forests and fringes, and coral and sponge hard bottom communities. These communities provide important habitat and nursery area for South Florida's commercial and recreational fisheries. These ecological communities also assist in the maintenance of water quality in Biscayne Bay and its adjacent tributaries by providing biological filtering of stormwater runoff from upland areas, and by slowing currents and trapping sediments to reduce erosion and increase water clarity.

Mangrove communities along the coastal areas of Biscayne Bay stabilize bottom sediments and protect shorelines from erosion and storm surge. Forest and fringe communities provide protection from storm surge and can potentially reduce damage to upland areas from hurricanes. Mangrove trees provide nesting and roosting habitat for many resident and migrating birds in addition to providing shelter and a safe nursery to growing marine life. Mangrove leaves are also a large component of the near shore food web.

Seagrass beds are a prominent feature of Biscayne Bay. Seagrasses are flowering plants that, because of their need for sunlight, live in relatively shallow water. Seagrasses are important to the overall environment for several reasons. In addition to maintaining water clarity and stabilizing bottom sediment, seagrasses provide oxygen that is necessary for animal life. Seagrass beds also provide nursery habitat and feeding grounds for all kinds of sea life. Some organisms live attached to seagrass blades while others live in their root systems, and these organisms provide food for larger fish and birds.

Hard bottom refers to those areas which have less than an inch of sediment on the underlying limestone. Soft corals like sea fans and corky sea fingers are common in hard bottom communities as well as sponges like the loggerhead sponge and the vase sponge. Hard bottom communities are home to numerous kinds of aquatic life, especially juvenile lobster and fish which use these areas as refuge as they migrate to the outer reefs. These areas are especially important in providing food to endangered sea turtles which thrive on sponges.

Human activities in the coastal areas of Miami-Dade County affect these coastal resources. Section 24-48 of the Code of Miami-Dade County provides for the protection of these resources by requiring that a Class I permit be obtained for all work in, on, over, or upon the tidal waters or coastal wetlands of Miami-Dade County, including those areas within municipalities.

Additional permits may be required for certain projects. The U.S. Army Corps of Engineers (USACE), the State of Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD) require that permits be obtained for certain activities within Miami-Dade County's coastal areas. A list of the addresses and phone numbers of these agencies is included in this package.

COMMON QUESTIONS

What is RER?

The Department of Environmental Resources Management (DERM) was created by the Miami-Dade County Board of County Commissioners (BCC) in 1974 in order to regulate and manage activities affecting South Florida's fragile environment. The Department's duties include the administration of pollution control and resource protection programs as well as resource enhancement, restoration and remediation programs. In 2012, as part of improving efficiency in our delivery of services to the businesses and residents of Miami-Dade County, DERM, and the County's Building, Consumer Services, Economic and Business Development, and Planning and Zoning functions, merged to form the **Miami-Dade County Department of Regulatory and Economic Resources (RER)**, and created the Division of Environmental Resources Management.

What is a Class I permit?

Section 24-48 of the Miami-Dade County Code requires that a Miami-Dade County Class I permit be obtained prior to performing any work in, on, over or upon tidal waters or coastal wetlands anywhere in Miami-Dade County including any of the municipalities located within the county. This permitting requirement applies to most work with the exception of a few specific types of minor projects listed on page 6 of this package. A Class I Permit is also required for most mangrove trimming, alteration or removal.

What other permits are needed before I can start work?

The following is a list of other agencies that may have jurisdiction over these projects and some or all require you to obtain a permit for your project. Please be advised that their involvement will depend upon the location, nature, type and size of the project. Please refer to the enclosed list of permitting contacts for names, addresses and telephone numbers:

1. Local Municipality (structural, zoning, building)
2. Construction, Permitting and Building Code Division of RER (if located in unincorporated Miami-Dade County)
3. South Florida Water Management District (SFWMD)
4. Florida Department of Environmental Protection (FDEP)
5. U.S. Army Corps of Engineers (USACE)

What is a short form project?

A short form project is typically a small project (such as a dock at a single family residence) in which RER has the administrative authority to review and approve the proposed work without a public hearing.

What is a standard form project?

A standard form project is typically a large project (such as a marina or a project involving dredging or filling) which requires approval from the BCC at a public hearing. Owners of all riparian or wetland property within 300 feet of the proposed work are notified by mail prior to the hearing. Based on a review of the proposed work, RER makes a recommendation to the BCC, which in turn decides at the hearing to approve, approve with modifications, or deny the project. If approved by the BCC, RER then issues the permit for the project.

Why is a biological assessment necessary?

In order to assess the environmental impacts of a proposed project and to determine if the project as proposed can be approved, RER performs a biological assessment on and adjacent to the property as part of the application evaluation process. Property owners can also request that a biological assessment and/or a delineation of jurisdictional wetlands be performed for planning purposes without applying for a permit.

How much are the application and permit fees?

The application fees and permit fees are based on the cost of construction in all cases except for those limited to mangrove trimming or alteration, which are based on area of canopy proposed for trimming. Please refer to the enclosed fee schedule.

How long is the permit valid?

Most short form permits are valid for 2 years from the date of issuance, while mangrove trimming permits and most standard form permits are valid for 3 years from the date of issuance. If additional time is necessary to perform the work authorized by a Class I permit, it may be extended in 2 or 3 year increments provided the total time period of the extensions granted does not exceed 10 years.

What are RER's objectives?

The main objective when reviewing Class I applications is to determine whether the proposed project has been designed to avoid and/or minimize environmental, aesthetic, and navigational impacts. For example, this may involve an assessment of the potential impacts to water quality or to plants and animals, as well as additional evaluation factors outlined in the Miami-Dade County Code. Proposed projects may need to be modified to account for these impacts.

What is a D-5 boundary?

The D-5 boundary is a theoretical boundary waterward of a property, the intent of which is to protect your neighbor's visual and physical access to the water. Please refer to the enclosed diagram on page 14 of this package.

What if the project extends beyond the D-5 boundary?

Projects should be designed to be located within this boundary if at all possible. If, however, a submitted project is designed such that it extends beyond the D-5 boundary(ies), a letter(s) of consent from the adjacent property owner(s) may be necessary.

What is mitigation?

In cases where all impacts have been avoided and minimized to the greatest extent, any unavoidable impacts will need to be compensated for through mitigation. Types and amounts of mitigation will vary according to the project and the site, but typically mitigation involves natural resources habitat creation, restoration, or enhancement.

Why do I need submerged lands approval?

In order to build a structure on or over someone else's land you need to get their approval, regardless of whether the land is above or below the water. Most submerged lands in Biscayne and Dumfounding Bays and their natural tributaries including the Miami River, Little River, Oleta River and Arch Creek are owned by the State of Florida, and proprietary approval from FDEP is generally necessary prior to the issuance of a Class I permit.

RER has been delegated the authority on behalf of FDEP to grant consent for the use of these submerged lands if the project is consistent with certain standards. During the application review process, RER will review the project to determine if proprietary authorization may be granted by RER on the State's behalf or if it will be necessary for the applicant to apply directly to FDEP for proprietary authorization.

Do I need a Class I permit to trim mangroves?

Most mangrove trimming or alteration projects within Miami-Dade County require a Class I permit. However, some minor trimming projects do not require permits from RER or FDEP. The Florida Legislature enacted the 1996 Mangrove Trimming & Preservation Act in sections 403.9321 – 403.9334 of the Florida Statutes. This law regulates the trimming and alteration of mangroves statewide. However, RER has been delegated the authority on behalf of FDEP to regulate these activities. RER reviews proposed mangrove trimming projects on a case by case basis to determine if a permit is required or if trimming may be performed pursuant to the state permitting exemptions contained in the 1996 Mangrove Trimming & Preservation Act. This determination is based on the specific characteristics of the proposed work, such as:

- ownership of the property on either side of the mean high waterline where the trimming is proposed;
- the size of the mangrove fringe (width and length), the height of the mangrove tree(s), and type of tree to be trimmed;
- objective or purpose for the proposed mangrove trimming work;
- whether there have been any mangrove violations on or adjacent to the property;
- whether mangroves have ever been planted on or adjacent to the property;
- whether mangroves are located within a mitigation or mangrove protection area, or a conservation easement;
- whether mangroves are part of a Coastal Band Community;
- the type of trimming or alteration that is proposed; and,
- who will do the trimming.

Trimming or alteration of mangroves, such as hedging or top pruning or uplifting and windowing (depending on the percentage of mangrove canopy proposed for removal), may require mitigation and/or preparation of plans by a licensed landscape architect. Before beginning any work with mangroves, contact RER for a courtesy review of the proposed work to determine if a Class I permit is required.

Does the Miami-Dade County Manatee Protection Plan (Plan) restrict the construction of power boat slips?

It is not the intent of the Plan to impose any additional restrictions on single family docks within Essential Habitat Areas. Single family docks shall continue to be constructed according to the existing RER coastal construction guidelines. For multifamily residential developments within essential habitat areas, multi-slip docking facilities with more than five boat slips should be permitted to construct no more than one powerboat slip per 100 feet of owned developable shoreline. These areas generally occur along the western shoreline of Biscayne Bay and its tidal tributaries. The plan also identifies areas which are suitable locations for permitting of new or expanded powerboat docking facilities because the number and frequency of manatee sightings has been relatively lower in these areas.

EXEMPT PROJECTS

The following is a list of projects that are exempt from a Class I Permit.

- (a) Repair and/or replacement of the decking or handrails, on an existing dock or limited to their original dimensions.
- (b) Sealing of cracks and spall repair on a bridge, seawall or bulkhead cap or face.
- (c) Repair or sealing of the pilasters of an existing seawall or bulkhead.
- (d) Backfilling landward of existing seawalls or bulkheads.
- (e) Placement of riprap, gunite-filled tube, or other approved material beneath an undercut seawall or bulkhead provided that material does not extend more than two (2) feet waterward of the seawall or bulkhead.
- (f) Placement of sand-cement riprap bags at the toes of a seawall or bulkhead provided the bags do not extend more than two (2) feet or the width of two (2) standard sand-cement bags waterward of the seawall or bulkhead.
- (g) The removal of old or unused or rotting piles or the removal of dilapidated docks, boatlifts, davits or piers.
- (h) The trimming of a mangrove tree(s) performed in accordance with the permit exemption provisions of Section 403.9326, Florida Statutes, provided that notification is given to the Department as required pursuant to Section 24-48.17(1) of the Code of Miami-Dade County
- (i) Installation, repair, or replacement of marine hardware on docks and piers necessary to secure vessels including, but not limited to, cleats, mooring whips, chocks and mooring bits
- (j) Construction, installation, repair, or replacement of permanent uncovered benches and/or tables on docks and piers.
- (k) Construction, installation, repair, or replacement of fenders, **except fender piles, on docks and piers** necessary for the protection of vessels.
- (l) Construction, installation, repair, or replacement of storage boxes, not exceeding thirty-six (36) inches in height, on docks and piers.
- (m) Construction, installation, repair, replacement of ladders on docks and piers to provide access to and from vessels and/or the water.
- (n) The placement of concrete jackets or other forms of protection on existing dock, pier or mooring piles.
- (o) The replacement of fender piles or mooring piles at the same exact location as they presently exist and provided that the following criteria are adhered to:
 - i. The fender piles or mooring piles to be replaced do not protrude into the water more than twenty-five (25) percent of the width of the waterway.
 - ii. The work will be done by a contractor holding an applicable certificate of competency.
 - iii. The contractor shall contact the Director or the Director's designee a minimum of twenty-four (24) hours prior to performing the fender pile or mooring pile replacement work with information on the location and the number of fender or mooring piles to be replaced
- (p) Repair or replacement of uniform waterway markers or uniform waterway regulatory markers, which markers conform with Section 327.40 and 327.41, Florida Statutes, respectively, as may be amended from time to time

EXPEDITED ADMINISTRATIVE AUTHORIZATION

The following activities shall be eligible to receive a written expedited administrative authorization, provided the Department determines the work meets the criteria below and will not result in adverse environmental impacts.

- (a) Scientific, water quality or geotechnical sampling or testing in tidal waters or wetlands
- (b) Work in tidal waters and wetlands, not to exceed thirty (30) days, associated with motion picture, television, photographic or other media production
- (c) Treatment or removal of vegetation which is listed as a prohibited species as set forth in Section 24-49.9 of the Code of Miami-Dade County, Florida, for restoration and enhancement activities
- (d) Work within wetlands performed to restrict access to property for the purpose of maintaining the property in its natural state and protecting the property from trespass, illegal dumping, or damage to wetlands
- (e) The placement of natural limerock boulder riprap waterward of an existing seawall, bulkhead or unconsolidated shoreline provided that the riprap is place on a two (2) horizontal to one (1) vertical slope and the riprap does not extend more than ten (10) feet waterward of the mean high water line; provided, however, the Department conducts an inspection prior to the placement of the riprap and determines that said placement will not result in an adverse environmental impact to benthic communities
- (f) Repair and/or replacement of the tieback systems on an existing seawall or bulkhead, provided that the contractor submits structurally approved plans from the applicably building authority
- (g) Repair and/or replacement of the cap of an existing seawall or bulkhead, provided that the contractor submits structurally approved plans from the applicable building authority

The following is a list of items necessary for RER to process a request for an expedited administrative authorization. If you have any additional questions, please contact the Coastal Permitting Program at (305) 372-6575.

LETTER OF REQUEST: The expedited administrative authorization must be requested by the **current property owner** via a letter of request. The expedited administrative authorization request letter should include:

- Site location and sketch of proposed work
- Full description of the work to be performed
- All relevant information necessary to determine potential environmental impacts
- Administrative fee

SHORT FORM PROJECTS

In most cases, the following may be reviewed as short form projects. If, upon application, RER determines that the project qualifies as an exempt or a standard form project, you or your agent will be notified.

When permissible, a short form permit application may be accepted by the Department of Regulatory and Economic Resources for the following types of work:

- (1) Construction, repair or replacement of seawalls or bulkheads, including the minimum filling or dredging necessary for the installation at the mean high water line or no more than 12 inches waterward of their existing location.
- (2) Construction or the placement of a single-family residence fixed or floating dock, davit, boat lift, mooring or fender pile, all of which are associated with a single family residence provided that none of the foregoing protrude into the water more than twenty-five (25) percent of the width of the waterway.
- (3) Repair, replacement or restoration of docks, piers, davits, boat lifts, mooring or fender piles, provided none of the foregoing protrude into the water more than twenty-five (25) percent of the width of the waterway.
- (4) Installation, repair or replacement of mooring buoys, when it is determined that the proposed work will not present a hazard to navigation.
- (5) Maintenance dredging projects where the dredged material is to be deposited on a self-contained upland site.
- (6) The placement of riprap in front of an existing seawall, bulkhead or shoreline, that does not otherwise qualify under Section 24-48(2).
- (7) Davit installation on a dock, seawall or bulkhead.
- (8) Repair or replacement of wave baffles at their original location and dimensions.
- (9) Construction or the placement of fixed or floating docks, piers, davits, boat lifts, mooring piles and fender piles in order to create fifty (50) or less boat slips at a new or existing boat docking facility other than a single-family residence, provided that the following criteria are adhered to:
 - (a) None of the foregoing protrude into the water more than twenty-five (25) percent of the width of the waterway.
 - (b) No dredging or filling is associated or required for the project.
 A boat docking facility expansion may only be accepted as a short form application if the facility has not been physically expanded during the past two (2) years.
- (10) Installation of a subaqueous cable or pipeline crossing requiring the dredging and backfilling of ten thousand (10,000) cubic yards or less of material.
- (11) Any non-exempt installation of aids to navigation.
- (12) Repair of bridge fender systems.
- (13) Repair or replacement of an existing bridge.
- (14) Construction of artificial reefs.
- (15) Any non-exempt trimming or cutting or any other alteration of a mangrove tree(s) which is not a part of a coastal band community.
- (16) Elevated boardwalks landward of the mean high water line.
- (17) Boat lift installation on a new or existing dock, seawall or bulkhead.
- (18) Clearing, placement of clean fill, dredging or other work in wetlands or surface waters associated with the repair, replacement or maintenance of the Central and South Florida Flood Control Project, performed by the State of Florida or the United States Government.
- (19) Dredging and filling in wetlands or tidal waters for the sole purpose of environmental restoration or environmental enhancement.
- (20) The filling of privately owned boat notches, boat ramps or other man made excavations into uplands in association with the installation of a seawall or bulkhead.
- (21) The construction of monitoring wells or stations in wetlands or tidal waters for the purpose of environmental monitoring or research unless otherwise exempt.
- (22) Work in wetlands or tidal waters associated with scientific studies conducted by public agencies, research or academic institutions that does not otherwise qualify for approval under Section 24-48(1) or 24-48(2).
- (23) Filling at publicly owned beaches for beach renourishment, beach restoration, or remediation of beach erosion.
- (24) The minimum dredging or filling in wetlands or tidal waters necessary for the repair or replacement of utility poles and lines.
- (25) All other work not specifically described in the list of projects requiring a standard form permit application or qualifying for approval under Sections 24-48(1) or 24-48(2).

REQUEST A BIOLOGICAL ASSESSMENT OR WETLAND DETERMINATION

The following is a list of items necessary for RER to process a request for a biological assessment and/or jurisdictional wetland determination. If you have any additional questions, please contact the Coastal Permitting Program at (305) 372-6575.

LETTER OF REQUEST: The biological assessment or jurisdictional wetland determination must be requested by the **current property owner** via a letter of request. The biological assessment or jurisdictional wetland determination request letter should include:

- a legal description of the subject property
- the street address where the subject property is located
- an accurate description and drawing/sketch of the project(s) for which approval is being sought.

APPLICATION FEE: The application fee, made payable to Miami-Dade County, shall be submitted at the time of application. Please refer to the enclosed fee schedule. The application fee is non-refundable, however, if the recipient of a biological assessment applies for a Class I permit and the assessment remains valid, a \$265 credit for single family applications and a \$530 credit for multi-family applications shall be given.

APPLYING FOR A CLASS I PERMIT

The following is a list of items necessary for RER to process a request for a Class I permit. If you have any additional questions, please contact the Coastal Permitting Program at (305) 372-6575.

PERMIT APPLICATION FORM: All fields of the application form located at the back of this package should be completed in full (please indicate N/A if not applicable). Please refer to the application form for information on what signatures are required, relative to the type of owner and applicant.

AFFIDAVIT OF OWNERSHIP AND HOLD HARMLESS AGREEMENT: If required by RER, the affidavit located at the back of this package should be completed, signed, and notarized prior to its submittal and shall include a property description and project description.

APPLICATION FEE: The application fee, made payable to Miami-Dade County, shall be submitted at the time of application. Please refer to the enclosed fee schedule. Said fee is non-refundable. **A Class I permit application will not be processed unless the required application fee is submitted with the application form.**

PLANS AND SKETCHES: Construction plans, sketches and calculations for proposed work must be prepared by an engineer registered in the State of Florida except when the work consists solely of mangrove trimming, fender pilings, mooring pilings, mooring buoys, davits, bridge fender systems and wave baffle systems, which may be prepared by an architect registered in the State of Florida.

To submit a Class I Permit Application, plans or sketches to be submitted to RER should minimally include:

1. Location Sketch.
2. Complete site plan, depicting all existing and proposed structures including dimensions and side setbacks.

Please be advised that the above information is solely an initial requirement, and that prior to Class I permit approval a minimum of 4 sets of Professional Engineer signed and sealed plans must be submitted. Said plans must incorporate all details as required by standards of professional engineering design and shall include the following information:

1. The location of all existing and proposed structures and any mangrove trimming must be depicted relative to a fixed point.
2. The location of the mean high water line, mean low water line and elevations of all existing and proposed structures, all referenced to the same datum.
3. Complete plan, elevation and section views of all existing and proposed structures in, on, over or upon tidal waters, coastal wetlands or mangrove areas.
4. Details of structural components such as precast members, structural connections, steel reinforcement, and expansion joints.
5. Shop drawings for prefabricated components, if available.
6. Complete description of all materials to be used.
7. The D-5 boundary lines must be depicted on the site plan.

Please be advised that additional information may be required during the plan review process.

PERFORMANCE AND MITIGATION BOND(S): Performance and mitigation bond(s) may be required in order to ensure compliance with the permit conditions and to protect the interest of the public and of landowners in the vicinity of the work. The types of bonds that are acceptable include cash, letter of credit, and assignment of collateral bonds. The required bond may remain in force for at least six (6) months after the approved completion date of the work. Paperwork for each type of bond, including IRS W-9 forms, may be required. The project manager assigned to the project will provide the paperwork for any required bonds.

LETTER(S) OF CONSENT: If the proposed project at a single family residence is designed to exceed the boundaries of the D-5 triangle, a notarized letter(s) of consent from the adjoining riparian property owner(s) may be requested. Please refer to the enclosed example on page 15 for the correct language.

STRUCTURAL APPROVAL: If the project is located within an incorporated area of Miami-Dade County (i.e. city), structural approval shall be necessary from the subject municipality. If, however, the project is located within an unincorporated area of Miami-Dade County, structural approval will be necessary from the Construction, Permitting and Building Code Division of Miami-Dade County's RER.

ZONING APPROVAL: If the project is located within an incorporated area of Miami-Dade County (i.e. city), zoning approval shall be necessary from the subject municipality. If, however, the project is located within an unincorporated area of Miami-Dade County, zoning approval will be necessary from the Development Services Division of Miami-Dade County's RER. For projects located within an unincorporated area, a zoning processing fee of \$158.52 (payable to Miami Dade County Board of County Commissioners) should be included with the Class I Permit Application.

SUBMERGED LANDS APPROVAL: Approval is required from the owner of the submerged lands over which any project is proposed. Most submerged lands beneath Biscayne Bay and its natural tributaries are owned by the State of Florida. Consent for the use of such lands is therefore necessary before performing any work or construction over them. RER has been delegated the authority, on behalf of the FDEP, through the Board of Trustees of the Internal Improvement Trust Fund, to grant consent for the use of these submerged lands if the project is consistent with certain standards. In order for RER to review your project for proprietary authorization, an additional copy of the following should be included with the Class I Permit Application:

1. 8½ x 11 Location Map
2. 8½ x 11 Project Drawing
3. Copy of Application

For information regarding this proprietary approval process, the applicant can contact FDEP at (561) 681-6600, or:

Florida Department of Environmental Protection
c/o Environmental Resource Program
400 N. Congress Avenue, Third Floor
West Palm Beach, FL 33401

THE FOLLOWING FORMS ARE ONLY APPLICABLE WHEN PROCESSING STANDARD FORM CLASS I PERMIT APPLICATIONS:

ENGINEER CERTIFICATION LETTER: This letter shall be signed and sealed by the Engineer of Record for the proposed work. Please refer to the enclosed example on page 18 for the correct language.

OWNER'S STATEMENT OF PROJECT: This letter shall be signed by the owner of the subject property. Please refer to the enclosed example on page 17 for the correct language.

LIST OF ALL RIPARIAN OWNERS WITHIN 300 FEET: For the purposes of notification of hearing dates, the applicant must submit peel-off/stick-on labels with the names and addresses of all riparian or wetland property owners within a three hundred (300) foot radius of the proposed work. Said information is available from the latest county tax rolls. Please refer to the enclosed sketch on page 19.

CLASS I APPLICATION AND PERMIT FEES

<u>1. Construction Cost</u>	<u>Application Fee</u>	<u>Permitting Fee¹</u>	
\$0 - \$2,499	\$250	\$205 Short Form \$375 Standard Form	
\$2,500 - \$4,999	\$425	\$205 Short Form \$375 Standard Form	
\$5,000 - \$9,999	\$470	\$375 Short Form \$555 Standard Form	
\$10,000 - \$19,999	\$470 plus \$23 for each thousand dollars of construction cost above \$10,000	\$470 Short Form or \$625 Standard Form	plus \$25 for each thousand dollars of construction cost above \$10,000
\$20,000 - \$74,999	\$470 plus \$25 for each thousand dollars of construction cost above \$10,000	\$470 Short Form or \$625 Standard Form	plus \$25 for each thousand dollars of construction cost above \$10,000
\$75,000 - \$1,000,000	\$470 plus \$25 for each thousand dollars of construction cost above \$10,000	\$470 Short Form or \$625 Standard Form	plus \$28 for each thousand dollars of construction cost above \$10,000
Over \$1,000,000	\$28,750	\$28,750	

Class I application and permit fees are doubled for after-the-fact Class I permits.

In the event that a short form application is forwarded to the County Commission for approval, an additional fee of \$175.00 shall be collected from the applicant. If after County Commission approval is given, the applicant modifies his project or proposes additional work beyond the original boundaries or scope of the project, an additional application fee for the new work shall be assessed according to the Class I Permit fee schedule above.

2. Biological Assessment ²	
a) Single Family	\$400 (for each non-contiguous parcel)
b) Multi-family, commercial or agricultural	\$795 (for each non-contiguous parcel)
c) Other (those requesting establishment of a wetlands management line)	\$690 (shall be added to the fees above)
3. Repeat assessment requiring field inspection	\$265
4. Covenant Recording	\$200 (plus actual recording fee)
5. Review Expedited Administrative Authorizations	
a) Replacement of seawall caps	\$75
b) Replacement of tie rods	\$75
c) Riprap placement inspection	\$170
d) Scientific, water quality or geotechnical sampling and testing	\$220
e) Motion picture, television, photo or other media productions	\$220
f) Exotic vegetation removal or treatment	\$220
g) Work within wetlands to restrict property access	\$220
6. Short Form Permit modification review ³	10% of initial fee or \$200, whichever is greater
7. After-the-fact modification	20% of initial fee or \$400, whichever is greater
8. Permit extension review	25% of permit fee or \$1000 whichever is less
9. Permit transfer review	\$175
10. Variance through the Environmental Quality Control Board	\$320 - \$ 1,150 (based on type requested)
11. Variance for prohibited fixed and floating structures	\$1,240

¹ Fees may vary slightly if, prior to issuance, the estimated cost of the project has changed from the estimate made when the permit application was submitted.

² If recipient of a biological assessment applies for a Class I Permit and the assessment remains valid, a \$265 credit for single family applications and \$530 credit for multi-family applications shall be given.

³ Modification of a standard form project may require additional fees and will be assessed according to the Class I Permit fee schedule above.

12. Mangrove Trimming -

<u>Size of Area to be Trimmed</u>	<u>Application Fee</u>	<u>Permit Fee</u>	
Less than 1,000 square feet	\$225	\$225 Short Form	\$370 Standard Form
1,000 - 5,000 square feet	\$530	\$530 Short Form	\$675 Standard Form
5,001 - 10,000 square feet	\$1,280	\$1,280 Short Form	\$1,425 Standard Form
10,001 - 100,000 square feet	\$1,280 plus \$225 for each additional 10,000 square feet	\$1,280 Short Form	\$1,425 Standard Form plus \$225 for each additional 10,000 square feet
over 100,000 square feet	\$3,305	\$3,305 Short Form	\$3,435 Standard Form
Certification of Professional Mangrove Trimmers by Miami-Dade County		\$305 every 2 years	
Registration of Professional Mangrove Trimmers not Certified by Miami-Dade County		\$500 annually	

COASTAL PERMITTING CONTACTS

AVENTURA

Joanne Carr, Director of Community Development
19200 West Country Club Dr., Aventura, FL 33180
Zoning – Donna Mussatto/ Barry Glading
(305) 466-8940
Building – Janet Lopez/ Raul Rodriguez
(305) 466-8944

BAL HARBOUR VILLAGE:

Daniel Nieda, Building Official
655 - 95 Street, Bal Harbour, FL 33154
(305) 865-7525
Zoning – Daniel Nieda
Structural – Ali Arbad, Engineer PT

TOWN OF BAY HARBOR ISLANDS:

Dale Lee, Building Official
9665 Bay Harbor Terrace,
Bay Harbor Islands, FL 33154
(305) 993-1786
Zoning – Ayanidys Marante
Structural – Jaime M. Eisen

CORAL GABLES:

Manuel Lopez, Building Official (305) 460-5247
405 Biltmore Way, 3rd Floor,
Coral Gables, FL 33114-1549
(305) 460-5235

TOWN OF GOLDEN BEACH:

Linda Epperson, Director, Building & Zoning Dept.
1 Golden Beach Drive, Golden Beach, FL 33160
(305) 932-0744
Zoning – Daniel Nieda, Building Official
Structural – Jaime Eisen

INDIAN CREEK:

Samuel Kissinger, Village Manager
9080 Bay Drive, Indian Creek Village, FL 33154
(305) 865-4121
Zoning and Structural – Dario Gonzalez, Building
Official

KEY BISCAYNE:

Eugenio M. Santiago, Chief Building Official
85 West McIntyre Street, Key Biscayne, FL 33149
Zoning – William Fehr (305) 365-5502
Structural – Eugenio M. Santiago (305) 365-8902

MIAMI:

Miami Riverside Center (MRC)
444 S.W. 2 Avenue 8th Floor, Miami, FL 33130
Building Department (305) 416-1100

MIAMI BEACH:

Richard McConachie, Building Official (305) 673-7610
ext. 6807
Stephen Scott, Building Director (305) 673-7610 ext.
6824
1700 Convention Center Dr., Miami Beach, FL 33139
Building Department (305) 673-7610
Zoning – Zoning Official (305) 673-7550
Structural – Luis Perez (305) 673-7610 ext. 6760

MIAMI SHORES:

Norman Burhn, Building Official (305) 762-4859
10050 N.E. 2 Avenue, Miami Shores, FL 33138
(305) 795-2204
Zoning – David Dacquist, Planning/ Zoning Director
Structural – Norman Buhrn

NORTH BAY VILLAGE:

Raul Rodriguez, Building Official (305) 754-6740
1700 Kennedy Causeway, Suite 700
Permit Dept.: 1700 Kennedy Cswy., Suite 132
North Bay Village, FL 33141
(305) 754-6740

NORTH MIAMI:

John Jackson, Building Official (305) 895-9820 ext.
12178
12340 N.E. 8th Avenue
North Miami, FL 33161
(305) 895-9820
Zoning – Joanne Martin/ Georgette Clairevois/ David
Belaird
Structural – Mehdi Ashkrof

NORTH MIAMI BEACH:

17050 N.E. 17th Avenue
North Miami Beach, FL 33161
Zoning – Christopher Heid (305) 948-2901
Structural – Mehdi Ashraf (305) 948-2965

SURFSIDE:

Paul Gioia, Building Director
Edward Rojas, Building Official
9293 Harding Avenue, Surfside, FL 33154
(305) 861-4863
Zoning and Structural – Darlen Martinat

SUNNY ISLES BEACH

Clayton Parker, Building Official
Sharon Ragoonan, Director of Community
Development
18070 Collins Avenue, Sunny Isles Beach, FL 33160
Zoning – Claudia Hasbun (305) 792-1710
Structural – Jaime Eisen/Frank Prieto (305) 947-0606
General Information: (305) 947-0606

U.S. ARMY CORPS OF ENGINEERS:

Audrey Siu, Project Manager
9900 S.W. 107th Avenue, Suite 203
Miami, FL 33176
Tel: (305) 526-7181
Fax: (305) 526-7184

FL DEPT OF ENVIRONMENTAL PROTECTION

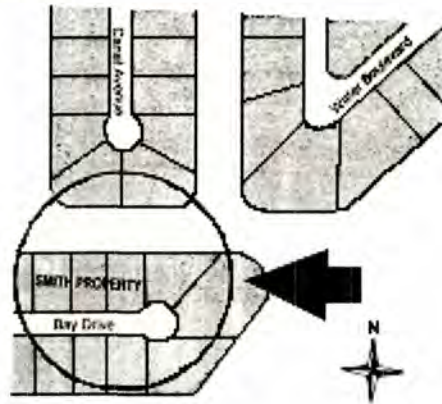
Benny Luedike, Environmental Permitting Manager
Environmental Resource Program
400 N. Congress Avenue, Third Floor
West Palm Beach, FL 33401
(561) 681-6600

SOUTH FL WATER MANAGEMENT DISTRICT

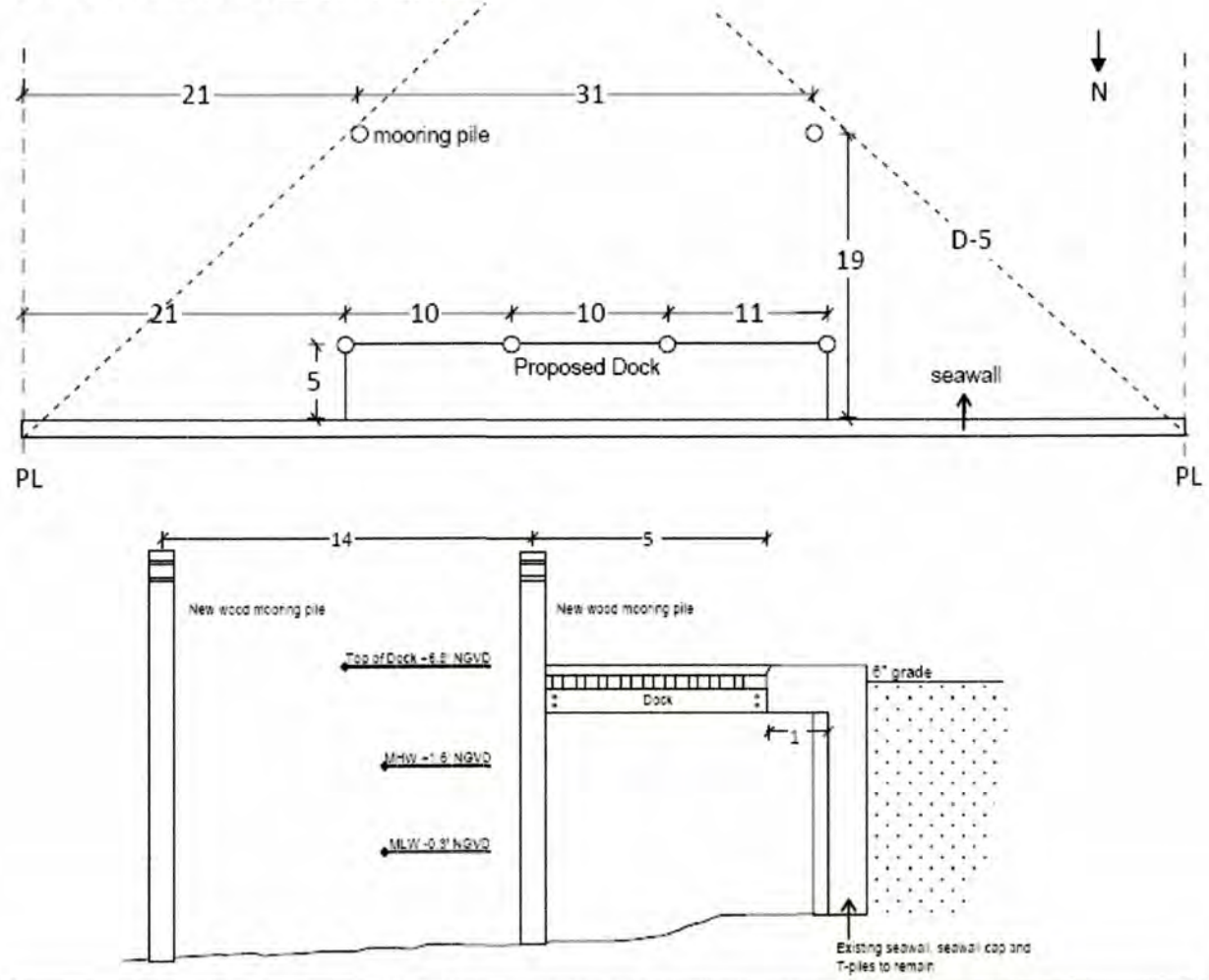
Barbara Conmy, Environmental Analyst
3301 Gun Club Road
West Palm Beach, FL 33416
1-800-432-2045 or 561-686-8800

PLANS AND SKETCHES

SAMPLE PROPERTY OWNERS SKETCH



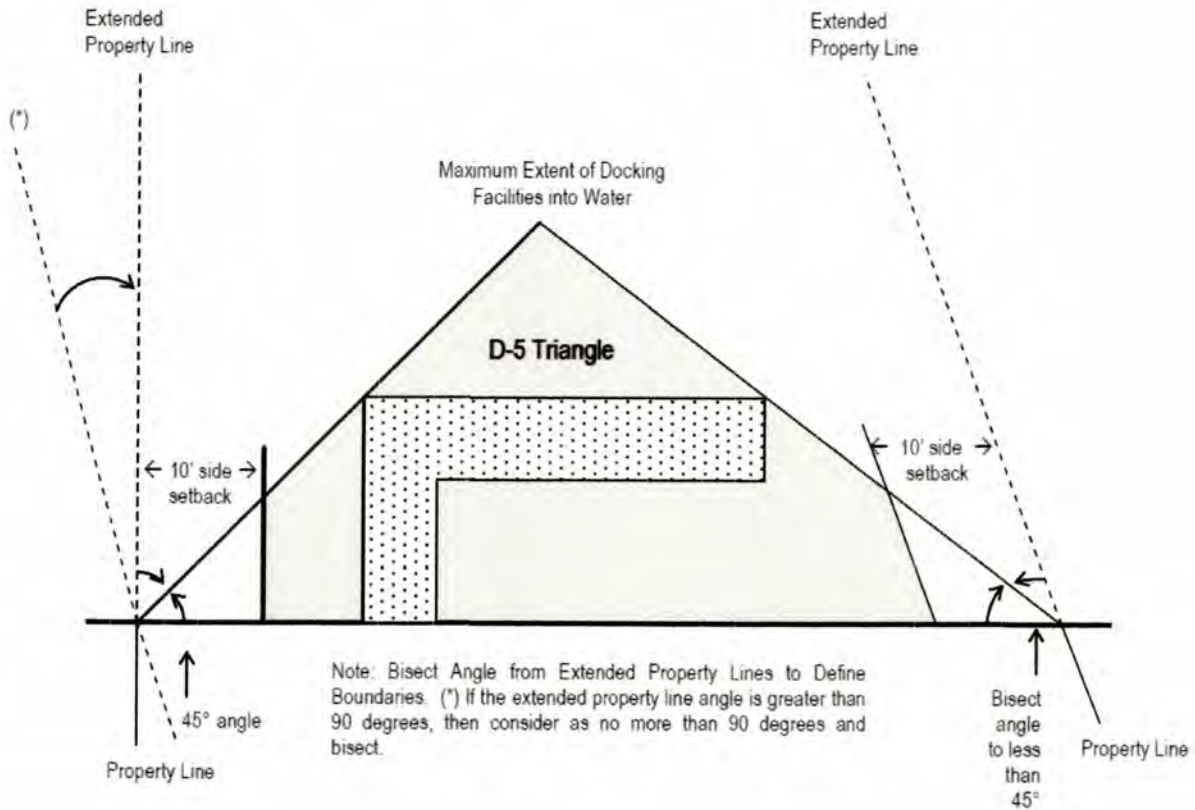
SAMPLE SKETCH OF PROPOSED PROJECT



IN-WATER BOUNDARIES

Note: Please design project within boundaries as indicated if possible

GUIDELINES FOR SINGLE FAMILY RESIDENTIAL PROPERTY



Piers and docks at right angles to the shoreline, or nearly so, shall be located not closer to the side property line, or said line extended, than a distance equal to the length of the pier or dock itself, provided however, no such distance shall be less than 10 feet.

LETTER OF CONSENTNote: Please insert applicable information

Date: _____

Miami-Dade County RER
 Class I Permitting Program
 701 NW 1st Court
 Miami FL, 33136

Re: Letter of Consent for Miami-Dade County RER Class I Permit Application Number
 _____, (insert Class I Permit application number), for work proposed at

 (insert address of proposed work)

Ladies and Gentlemen:

I, _____ (insert name), am the owner of the property located at

 (insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the plans entitled _____

 (insert title of plans)

prepared by _____ dated _____, and preliminarily approved by RER on _____ for the above-referenced project. Pursuant to Section 24-48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-referenced project.

Sincerely,

 Adjoining Riparian Property Owner

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____, 20____.

BY _____

☐ PERSONALLY KNOWN☐ PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED _____

 NOTARY PUBLIC

THE FOLLOWING FORMS ARE ONLY APPLICABLE WHEN
PROCESSING STANDARD FORM CLASS I PERMIT APPLICATIONS:

The language in these documents has been reviewed and approved by the Miami-Dade County Attorney's Office and may not be amended. Please submit the completed forms exactly as they appear in the templates

- PERMIT APPLICANT / AUTHORIZED AGENT STATEMENT
 - ENGINEER LETTER OF CERTIFICATION
 - RIPARIAN OWNERS LIST SKETCH

PERMIT APPLICANT / AUTHORIZED AGENT STATEMENTNote: Please insert applicable information

Date: _____, 20__

To:

Miami Dade County RER
 Class I Permitting Program
 701 NW 1st Court
 Miami FL, 33136

Re: Class I Standard Form Permit Application Number _____,
 _____(insert description of proposed work)

By the attached Class I Standard Form permit application with supporting documents, I,
 _____(insert name), am the permit applicant / applicant's authorized (circle
 one) agent and hereby request permission to perform the following: _____
 _____(describe proposed
 work). I understand that a Miami-Dade County Class I Standard Form Permit is
 required to perform this work.

If approval is granted for the proposed work by the Board of County Commissioners, complete and detailed plans and calculations of the proposed work shall be prepared by an engineer licensed in the State of Florida in accordance with the minimum requirements of Chapter 24 of the Code of Miami-Dade County, Florida. Said plans and calculations shall be subject to the review and approval of the Department. The permit applicant will secure the services of an engineer licensed in the State of Florida to conduct inspections throughout the construction period, and said engineer shall prepare all required drawings of record. In the event that the proposed work which is the subject of this Class I Permit application involves the cutting or trimming of a mangrove tree(s), a detailed plan of the proposed cutting or trimming shall be prepared by a licensed landscape architect and submitted to the Department for review and approval, and the permit applicant will secure the services of a licensed landscape architect to supervise the trimming or cutting.

Respectfully submitted,

 (Permit Applicant's name), Permit Applicant

or

 (Authorized Agent's name), Authorized Agent

ENGINEER STATEMENT

Note: Please insert applicable information

[LETTERHEAD FOR ENGINEERING FIRM]

[Date]

Miami-Dade County RER
Class I Permitting Program
701 NW 1st Court
Miami FL, 33136

RE: Class I Permit Application Number _____, _____
_____(insert description of proposed work)

Ladies and Gentlemen:

This letter will certify that I am an engineer licensed in the State of Florida, qualified by education and experience in the area of engineering design and inspection, and that to the best of my knowledge and belief, the proposed work does not violate any laws, rules or regulations of the State of Florida or any provision of the Code of Miami Dade County which may be applicable, that diligence and recognized standard practices of the engineering profession have been exercised in the engineer's design of the proposed work, and in my opinion based upon my knowledge and belief, the following will not occur:

- a. Harmful obstruction or undesirable alteration of the natural flow of the water within the area of the proposed work.
- b. Harmful or increased erosion, shoaling of channels or stagnant areas of water. (Not applicable to class IV permits)
- c. Material injury to adjacent property.
- d. Adverse environmental impacts from changes in water quality or quantity. (Applicable to class IV permits only)

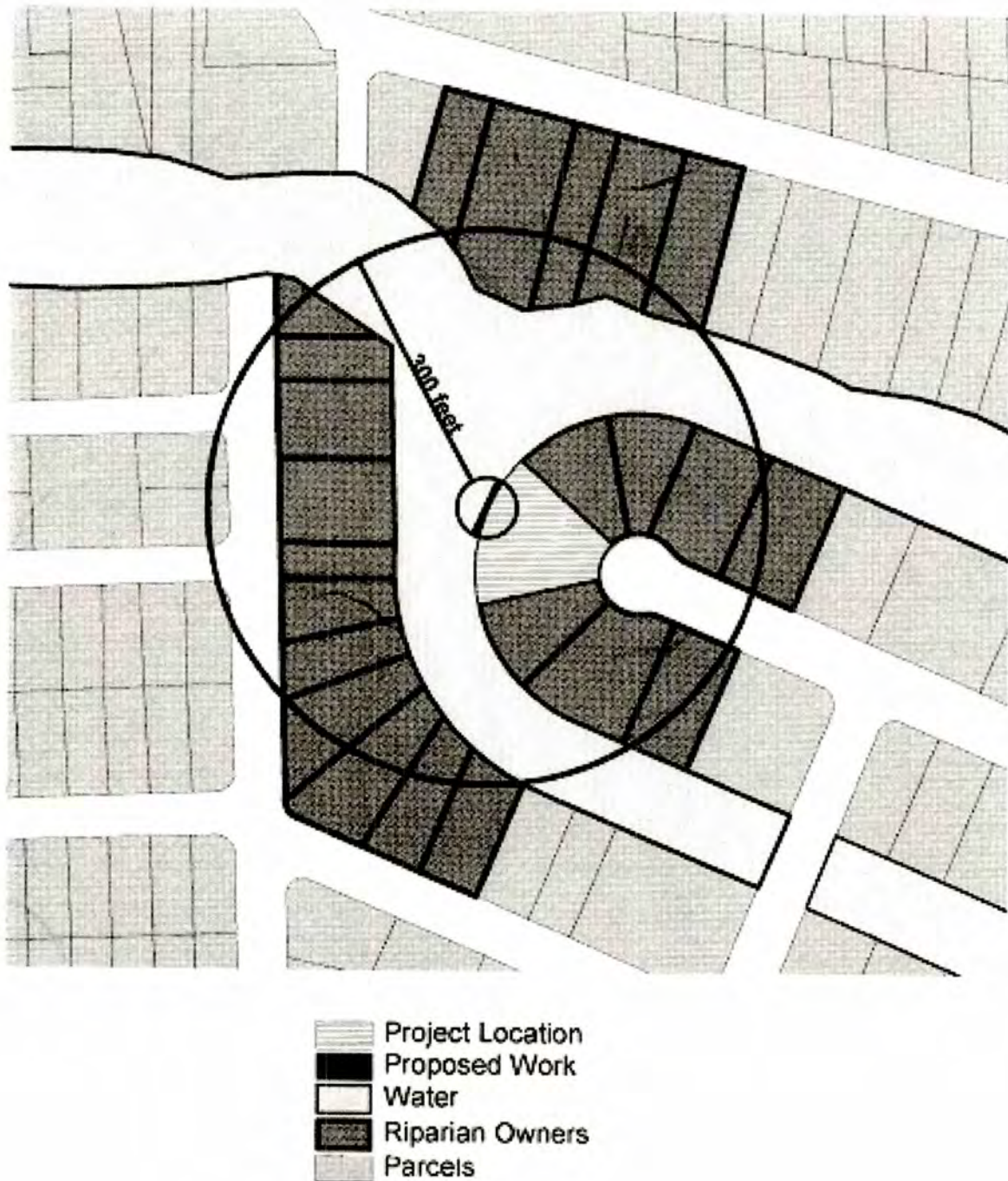
Further, I have been retained by the applicant to provide inspections throughout the construction period and to prepare a set of reproducible record prints of drawings showing changes made during the construction process based upon the marked-up prints, certified surveys, drawings, and other data furnished by the contractor to me.

Sincerely,

[SIGNATURE]

[Print Name, P.E.]

[P.E. # _____]

RIPARIAN OWNERS LIST SKETCH

8. Contractor Information (If known):

Name: _____ License # (County/State): _____
Address: _____ Zip Code: _____
Phone #: _____ Fax #: _____ E-mail: _____

9. IMPORTANT NOTICE TO APPLICANTS: The written consent of the property owner is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Applicant and Owner Consent portion of the application is completed below. You have the obligation to apprise the Department of any changes to information provided in this application.

Application is hereby made for a Miami-Dade County Class I permit to authorize the activities described herein. I agree to or affirm the following:

- I possess the authority to authorize the proposed activities at the subject property, and
- I am familiar with the information, data and plans contained in this application, and
- To the best of my knowledge and belief, the information, data and plans submitted are true, complete and accurate, and
- I will provide any additional information, evidence or data necessary to provide reasonable assurance that the proposed project will comply with the applicable State and County water quality standards both during construction and after the project is completed, and
- I am authorizing the permit agent listed in Section 2 of this application to process the application, furnish supplemental information relating to this application and bind the applicant to all requirements of this application, and
- I agree to provide access and allow entry to the project site to inspectors and authorized representatives of Miami-Dade County for the purpose of making the preliminary analyses of the site and to monitor permitted activities and adherence to all permit conditions.

A. IF APPLICANT IS AN INDIVIDUAL

Signature of Applicant _____ Print Applicant's Name _____ Date _____

B. IF APPLICANT IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON

(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

Print Name of Applicant (Enter the complete name as registered) _____ Type (Corp, LLC, LLP, etc.) _____ State of _____
Registration/Incorporation

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages. *****

Signature of Authorized Representative _____ Print Authorized Representative's Name _____ Title _____ Date _____

C. IF APPLICANT IS A JOINT VENTURE Each party must sign below (If more than two members, list on attached page)

Print Name of Applicant (Enter the complete name as registered) _____ Type (Corp, LLC, LLP, etc.) _____ State of _____
Registration/Incorporation

Print Name of Applicant (Enter the complete name as registered) _____ Type (Corp, LLC, LLP, etc.) _____ State of _____
Registration/Incorporation

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages. *****

Signature of Authorized Representative _____ Print Authorized Representative's Name _____ Title _____ Date _____

Signature of Authorized Representative _____ Print Authorized Representative's Name _____ Title _____ Date _____

10. WRITTEN CONSENT OF THE PROPERTY OWNER OF THE AREA OF THE PROPOSED WORK

I/We are the fee simple owner(s) of the real property located at _____ Miami-Dade County, Florida, otherwise identified in the public records of Miami-Dade County as Folio No. _____.

I am aware and familiar with the contents of this application for a Miami-Dade County Class I Permit to perform the work on or adjacent to the subject property, as described in Section 4 of this application. I possess the riparian rights to the area of the proposed work (if applicable) and hereby consent to the work identified in this Class I Permit application.

A. IF THE OWNER(S) IS AN INDIVIDUAL

Signature of Owner _____ Print Owner's Name _____ Date _____

Signature of Owner _____ Print Owner's Name _____ Date _____

B. IF THE OWNER IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON

(Examples: Corporation, Partnership, Joint Venture, Trust, LLC, LLP, etc.)

Print Name of Owner (Enter the complete name as registered) _____ Type (Corp, LLC, LLP, etc.) _____ State of Registration/Incorporation _____

Address of Owner _____

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Owner, to bind the Owner, and if so required to authorize the issuance of a bond on behalf of the Owner. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.*****

Signature of Authorized Representative _____ Print Authorized Representative's Name _____ Title _____ Date _____

Signature of Authorized Representative _____ Print Authorized Representative's Name _____ Title _____ Date _____

Please Review Above

Appropriate signature(s) must be included in:

Box 9: either A, B or C

AND

Box 10: either A or B

Class I Permit Application Additional Signatures Page
(Please attach to Class I permit application)

Applicant Name: _____
Owner Name: _____
Project Location: _____
Additional signatures for: ☐ Applicant
☐ Owner

1. IF THE APPLICANT/OWNER IS AN INDIVIDUAL

Signature of Applicant/Owner _____ Print Name of Applicant/Owner _____ Date _____

Signature of Applicant/Owner _____ Print Name of Applicant/Owner _____ Date _____

2. IF THE APPLICANT/OWNER IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON
(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

Print Name of Applicant/Owner (Enter the complete name as registered) _____ Type (Corp, LLC, LLP, etc.) _____ State of Registration/Incorporation _____

Under the penalty of perjury, we certify that we have the authority to sign this application on behalf of the Applicant/Owner, to bind the Applicant/Owner, and if so required to authorize the issuance of a bond on behalf of the Applicant/Owner. (If asked, you must provide proof of such authority to the Department). *Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages. *****

Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____
Signature _____	Print Name _____	Title _____	Date _____

~~CONSOLIDATED LAND DEVELOPMENT REGULATIONS VILLAGE OF NORTH BAY VILLAGE, FLORIDA~~

~~Adopted: December 21, 1993~~

~~Republished in 2013 by Order of the Village Commission~~

~~SUPPLEMENT HISTORY TABLE~~

~~The table below allows users of the Consolidated Land Development Regulations to quickly and accurately determine what ordinances have been considered for codification in each supplement. Ordinances that are of a general and permanent nature are codified in the Consolidated Land Development Regulations and are considered "Included." Ordinances that are not of a general and permanent nature are not codified in the Consolidated Land Development Regulations and are considered "Omitted."~~

~~In addition, by adding to this table with each supplement, users of these Consolidated Land Development Regulations will be able to gain a more complete picture of the Consolidated Land Development Regulations' historical evolution.~~

Ord. No.	Included/ Omitted	Supp. No.
2012-02	Included	Supp. No. 6
2012-07	Included	Supp. No. 7
Republication (October, 2013)		

~~Chapter 1—GENERAL PROVISIONS~~

~~§ 1.1—Title.~~

~~This code shall be entitled the North Bay Village Land Development Code and shall be herein referred to as the "code."~~

~~§ 1.2—Authority.~~

~~The North Bay Village Land Development Code is enacted pursuant to F.S. ch. 163, Part II, and F.S. ch. 125.~~

~~Code of Ordinances Reference—Section 10.03.~~

~~§ 1.3 Findings.~~

- ~~(a) According to F.S. Ch. 163, each local government in Florida must enact a unified land development code which is consistent with the comprehensive plan and implements the same.~~
- ~~(b) The code must contain all of the Village's land development regulations.~~
- ~~(c) All proposed developments within North Bay Village must be reviewed to ensure compliance with the Village's comprehensive plan and requirements of this code.~~

~~Code of Ordinances Reference—Section 10.03.~~

~~§ 1.4 Intent.~~

~~The primary intent of this code is to achieve the following:~~

- ~~(1) Guiding and accomplishing coordinated, adjusted, and harmonious development in accordance with the Village's existing and future needs.~~
- ~~(2) Protecting, promoting, and improving the public health, safety, comfort, order, convenience, and general welfare.~~
- ~~(3) Protecting the character and maintaining the stability of the residential areas.~~
- ~~(4) Directing and controlling through the establishment of performance standards, the type, density, intensity, and distribution of development.~~

~~Code of Ordinances Reference—Section 152.002.~~

~~§ 1.5 Definitions.~~

~~The following rules shall be observed in the application and interpretation of provisions of this code, except when the context clearly requires otherwise:~~

~~The words "shall," "should," or "must" are mandatory.~~

~~The word "includes" shall not limit a term to the specified examples but is intended to extend its meaning to all other instances or circumstances of like kind or character.~~

~~Words in the singular shall include the plural; words in the plural shall include the singular.~~

~~Unless specifically defined below, words or phrases used in this code shall have the meaning of common usage which gives this code its most reasonable application.~~

~~Certified survey: A survey of property is said to be certified when a written statement regarding its accuracy is signed by a registered professional land surveyor.~~

~~Code of Ordinances Reference—Section 152.003.~~

~~Development order: An order authorizing a specific use and development and further authorizing the obtaining of necessary permits.~~

~~Code of Ordinances Reference—Section 151.11.~~

~~Development permit: The formal permission to erect, construct, reconstruct, alter, raze, move, remove, or otherwise develop or use land within North Bay Village. This includes but is not limited to building permits, sign permits, etc.~~

~~Code of Ordinances Reference—Section 151.11.~~

~~Dock: Any fixed or floating structure for securing boats, loading or unloading persons or property, or providing access to the water, and includes the term "pier," "wharf," "float," or any other landing facility.~~

~~Code of Ordinances Reference—Section 150.01.~~

~~Dwelling unit: A single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking, and sanitation.~~

~~Code of Ordinances Reference—Section 152.003.~~

~~Floor area ratio (FAR): The floor area of the building or buildings on any lot divided by the net area of the lot.~~

~~Gross floor area (GFA): The sum of the gross horizontal areas of the several floors of a building but not including interior parking areas, loading spaces, or any space where the floor-to-ceiling height is less than six feet.~~

~~Code of Ordinances Reference—Section 152.003.~~

~~Land use: The development, activity, or use that has occurred on or is proposed for the land.~~

~~Code of Ordinances Reference—Sections 152.003—152.026.~~

~~Level of service standards or LOS standards: The standards for minimum acceptable levels of service contained in the Capital Improvements Element of the 1987 North Bay Village Comprehensive Plan.~~

~~Marina: Any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, vessels, or houseboats in water, or on land adjacent to and appurtenant to water.~~

~~Code of Ordinances Reference—Section 150.01.~~

~~Ordinance: An official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.~~

~~Code of Ordinances Reference—Section 30.16.~~

~~Public hearing: A meeting announced and advertised in advance which is open to the public with the public being given an opportunity to talk and participate.~~

~~Code of Ordinances Reference—Section 152.096.~~

~~Resolution: An expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.~~

~~Code of Ordinances Reference—Section 30.16.~~

~~Site plan: The development plan for one or more lots or parcels on which is shown the existing or proposed conditions of the lot(s) or parcel(s) including the requirements set forth in this code.~~

~~Code of Ordinances Reference—Section 151.01.~~

~~Subdivision: Shall be interpreted as defined in the subdivision regulations of Dade County.~~

~~Code of Ordinances Reference—Section 152.003.~~

~~§ 1.6—Reference.~~

~~The number in parentheses following a heading or statement refers to that position of the North Bay Village Code of Ordinances or Florida Statutes (F.S.) which applies to the subject discussed.~~

~~Note—See the editor's note at the beginning of this Land Development Code.~~

~~Chapter 2—ADMINISTRATIVE AND LEGISLATIVE PROCEDURES⁽¹⁾~~

~~Footnotes:~~

~~—(1)—~~

~~Cross reference—References to numbers, § 1.6.~~

~~§ 2.1—Purpose and intent.~~

~~This chapter sets forth the general application and review procedures for obtaining development orders and certain types of permits. It also specifies the requirements for appeal and legislative actions such as code and comprehensive plan amendments.~~

~~§ 2.2—Development permit required.~~

~~No development allowed by this Code, as more fully referred to in § 2.7, including accessory and temporary uses, shall be established or changed, no structure shall be erected, constructed, reconstructed, altered, or moved and no building used, occupied, or altered with respect to its use after the effective date of adoption of this Code until there is on file in the Village an approved development order for said action. Nothing herein shall relieve any applicant of the additional responsibility of obtaining any permit(s) required by any applicable statute, ordinance, or regulation in compliance with all of the terms of this Code or any other applicable laws.~~

~~Code of Ordinances Reference—Section 151.11.~~

No application for a building permit for the construction of a principal building shall be granted unless a plat including the parcel has been recorded in an Official Records Book of Dade County.

~~Code of Ordinances Reference—Section 151.11.~~

~~§ 2.3 Village Commission.~~

~~In addition to any authority granted to the North Bay Village Commissioners by state law or Village ordinance, the Village Commissioners shall have the following powers and duties:~~

- ~~(1) Enter into development agreements, as provided by state law.~~
- ~~(2) Approve final plats prior to recording.~~
- ~~(3) Adopt and/or amend the North Bay Village Comprehensive Plan.~~
- ~~(4) Initiate, review, and adopt amendments to the Consolidated Land Development Regulations of North Bay Village and the North Bay Village Code of Ordinances.~~
- ~~(5) Take such other action as the commissioners may deem necessary to implement the provisions of these regulations and the comprehensive plan.~~

~~Code of Ordinances Reference—Section 151.11.~~

~~§ 2.4 Planning and zoning board.~~

~~§ 2.4.1 Establishment and purpose.~~

~~The planning and zoning board has been created to recommend to the Village Commission on all matters within the general purview of planning, zoning and development. This authority and duty includes the following:~~

- ~~(1) Consider and recommend to the Village Commission as to all petitions for amendments, changes, or supplements to this code, the zoning code, or variances or special exceptions thereto.~~
- ~~(2) Consider and recommend to the Village Commission as to all petitions for changes in the district boundaries of the land use maps in the comprehensive plan.~~
- ~~(3) Prepare, or recommend, special studies on the location, adequacy, and conditions of specific facilities in North Bay Village, including, for example, studies on recreational facilities, historic buildings, etc.~~
- ~~(4) Review and recommend to the Village Commission upon all petitions for development orders. In reviewing Site Plans for development, the planning and zoning board must consider and abide by the provisions of Chapter 155 of the North Bay Village Code of Ordinances currently in effect.~~
- ~~(5) Review and recommend whether specified proposed development conforms to the objectives and policies of the North Bay Village Comprehensive Plan.~~
- ~~(6) Conduct such hearings as may be required to gather information to render decisions or make recommendations to the Village Commission.~~
- ~~(7) At maximum intervals of five years, review the provisions of the land development code, the comprehensive plan and land use maps and the zoning district map, and forward the results of the review to the Village Commission at a public meeting.~~

~~(Ord. No. 2006-17, § 1, 11-8-06)~~

~~Code of Ordinances Reference — Sections 32.30 — 32.34, 152.101.~~

~~§ 2.4.2 — Officers.~~

- ~~(a) The members of the board shall elect annually, by majority vote, a chair and vice chair from among its members. The chair shall be the presiding officer, the vice chair shall preside in the absence or disqualification of the chair.~~
- ~~(b) The Village Manager will provide secretarial staff to the board as needed. Professional service advisors may be utilized as determined by the Village Commission.~~
- ~~(c) The mayor and Village Manager shall serve as ex-officio members; however, their participation shall be limited to discussion only. They may not vote or otherwise participate in making recommendations to the Village Commission.~~

~~Code of Ordinances Reference — Section 32.30.~~

~~§ 2.4.3 — Board membership.~~

~~General requirements for membership and election of office for the planning and zoning board are described below.~~

- ~~(1) Membership of the board will consist of five members to be appointed by the Village Commission. Members shall be appointed for a term of two years, coinciding with the term of office of Village Commissioners.~~
- ~~(2) The members shall be qualified electors of the Village as defined in the Village Charter.~~
- ~~(3) The members shall be, and shall remain during their respective terms of office, residents of the Village.~~
- ~~(4) When a seat becomes vacant on the board, a successor shall be appointed by the commission to fill the unexpired term.~~
- ~~(5) The Village Commission can remove any member from the planning and zoning board by majority vote of the commission.~~

~~Code of Ordinances Reference — Sections 32.30, 32.31.~~

~~§ 2.4.4 — Meetings.~~

~~The planning and zoning board shall hold regular monthly meetings and may hold special meetings at any other time. Special meetings shall be held on written request of the chairman and notices shall be mailed three days prior to the special meeting. In the event the chairman fails to call a special meeting, upon request of any board member, a special meeting shall be held upon written call of two other members of the board, notices shall be mailed three days prior to the called meeting. Appendix A contains a copy of an application for hearings and notices before the planning and zoning board.~~

~~Code of Ordinances Reference — Section 32.33.~~

~~§ 2.4.5 — Quorum and voting.~~

~~The presence of three members constitutes a quorum. A majority vote of the board shall be required on all decisions and recommendations to be made to the Village Commission.~~

~~Code of Ordinances Reference—Section 32.33.~~

~~§ 2.5—Administrative officials.~~

~~§ 2.5.1—Village Manager.~~

~~The Village Manager is designated as the appointing manager of each of the Village's departments and serves as an ex officio member of the planning and zoning board.~~

~~Code of Ordinances Reference—Sections 32.01, 32.11, 32.30.~~

~~§ 2.5.2—Building official.~~

~~The building official shall serve as head of the building department. As such, his duties shall include the following:~~

- ~~(1) Oversee the appropriate application of the provisions of this code and county and state laws as they pertain to this code.~~
- ~~(2) Receive all applications for development orders and development permits, review them for completeness, and initiate processing procedures.~~
- ~~(3) Ensure that a concurrency evaluation, when necessary, is conducted as part of the processing of each request for development permit and that the results of the evaluation are made a part of the application.~~
- ~~(4) Assist the Village Commission and planning and zoning board through staff reports and recommendations regarding applications for development orders and permits.~~
- ~~(5) Ensure appropriate interdepartmental coordination regarding the review and approval of tentative and final plats, final development orders, and final development permits.~~

~~Code of Ordinances Reference—Sections 152.998, 153.09.~~

~~§ 2.6—Procedures for amending the comprehensive plan of this code.~~

~~According to F.S. ch. 163.3187, amendments to comprehensive plans may be made not more than two times during any calendar year, with the following exceptions:~~

- ~~(1) In the case of an emergency, and if the amendment receives approval of all the members of the Village Commission.~~
- ~~(2) The proposed amendment is a residential land use of five acres or less and a density of five units per acre or less or involves other land use categories, singularly or in combination with residential use, of three acres or less.~~
- ~~(3) The proposed amendment does not involve property owned by an individual, corporation, or other entity within 200 feet of property that has been granted exchange to the same individual, corporation, or entity within a period of 12 months.~~

~~Any adopted amendments to the North Bay Village Comprehensive Plan must be transmitted to the department of community affairs so that the plans on file with the state are continually updated.~~

~~§ 2.6.1—Process.~~

~~Any person may apply to the Village to amend the comprehensive plan or these land development regulations.~~

~~When an application for an amendment is received, it shall be forwarded to the planning and zoning board for its recommendation at least ten days prior to the public hearing at which it will be heard. The planning and zoning official will forward his comments to the planning and zoning board prior to the hearing. The hearing by the planning and zoning board shall be held as provided in § 152.096 of the Village Code.~~

~~Code of Ordinances Reference—Section 152.101.~~

~~State Law reference—F.S. § 163.3184(15)(b).~~

~~After the hearing, the report and recommendation of the planning and zoning board will be transmitted to the Village Commission. Amendment to the comprehensive plan or the land development regulations shall be by ordinance. The Village Commission shall hold two public hearings on the proposed amendment as required by F.S. § 163.3184(15)(b); provided, however, that only one hearing by the Village Commission shall be required for small scale development amendments as authorized by F.S. § 163.3187(1)(c)3. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held as provided in § 152.096 of the Village Code.~~

~~Code of Ordinances Reference—Section 152.096~~

~~State Law reference—F.S. § 163.3184(15)(b).~~

~~(Ord. No. 02-19, § 1, 6-25-02)~~

~~§ 2.6.2—Quorum.~~

~~A majority of the members of the Village Commission constitutes a quorum. Except in the case of an emergency ordinance, which requires four affirmative votes, an affirmative vote of a majority of a quorum present shall be necessary to enact the ordinance.~~

~~Code of Ordinances Reference—Section 30.16.~~

~~§ 2.7—Procedures for obtaining development orders.~~

~~Application for any development order shall be made in writing on the appropriate form obtained from the building and zoning department and shall be made by the owner(s) of the property for which the action is being requested or by his authorized agent.~~

~~Code of Ordinances Reference—Section 151.11.~~

~~§ 2.7.1—Designation as major and minor developments.~~

~~At the time the owner or his agent requests an application for development order, the department shall determine whether the proposed project constitutes a major or minor development.~~

- ~~(1) Major development. A development shall be designated as a major development if it satisfies one of the following criteria:
 - ~~a. The development is a residential project of over six dwelling units per acre.~~
 - ~~b. The development involves more than 10,000 square feet of nonresidential floor space.~~~~
- ~~(2) Minor development. A development shall be designated as a minor development if it falls beneath the thresholds appearing in § 2.7(1). Minor developments are further subdivided into minor~~

development I and minor development II. A development which contains more than two dwelling units or more than 299 square feet of commercial space shall be a minor development II. All those falling below these thresholds shall be designated minor development I.

~~§ 2.7.2 Basic application requirements.~~

~~Fifteen copies of the following basic materials shall be submitted together with all required filing fees and deposits required by Section 152.110 of the Village Code of Ordinances, before any application for a development order shall be considered complete.~~

- ~~(1) The Village's standard application forms, completed, signed by all property owners or their designated agents, and notarized. In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.~~
- ~~(2) A survey at a scale of not less than one inch equals 40 feet, prepared by a registered land survey and not more than one year old and including the legal description of the property, all easements, and rights of way.~~
- ~~(3) Site plan, except for single family residence, and to include physical features in or adjoining the site, proposed driveways, alleys, off street parking and loading areas, storm drainage, sanitary sewer facilities, and lighting systems.~~
- ~~(4) Preliminary floor plans and elevations of proposed buildings at not less than 1/16-inch scale.~~
- ~~(5) Location, height, and type of all proposed buildings, walls, signs, landscaping, and open space.~~
- ~~(6) Tabular project summary including total acreage, project density and FAR lot coverage, open space, and number of parking spaces. If variances are being requested, the extent of these variances from requirements shall be noted.~~
- ~~(7) Level of service assessment (see chapter 4).~~

~~(Ord. No. 2012-02, § 5, 4-10-12)~~

~~Code of Ordinances Reference—Section 152.105.~~

~~§ 2.7.3 Major development application requirements.~~

~~In addition to the materials listed above, 15 copies of the following may be required to accompany an application for a major development permit:~~

- ~~(1) Development impact study which shall demonstrate whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the Village.~~
- ~~(2) Description of the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's comprehensive plan.~~
- ~~(3) Listing of any special permits, variance, or exemptions from the zoning ordinance or any other Village ordinance that may be required.~~

~~§ 2.7.4 Review of development plan.~~

~~(a) Within 15 working days of receipt of a petition for development plan approval the building official shall:~~

- ~~(1) Determine that the information is incomplete and inform the applicant in writing of the deficiencies. The applicant may submit an amended plan within ten days without payment of a reapplication fee.~~

- (2) Determine that the petition is complete.
 - a. If the petition is for a minor development I, approve or disapprove the application.
 - b. If for a major development or minor development II, proceed with the following procedures.

Code of Ordinances Reference—Section 152.105.

- (b) Prepare a written report setting forth factual conclusions and:
 - (1) Recommend that the petition be approved.
 - (2) Recommend that the proposed development permit be denied; or
 - (3) Recommend that the petition be denied unless specific modifications are made. The modifications shall be described in sufficient detail and exactness to allow the Applicant to amend his request accordingly.
- (c) Forward copies of all submitted exhibits to the planning and zoning board at least two weeks prior to the public hearing called for by said petition.

Code of Ordinances Reference—Section 152.101.

~~§ 2.7.5 Public hearings.~~

Table 2-1 describes the number and type meetings each application will require. The information in the table is presented for the purpose of assisting the Village, applicants and the public in identifying public meeting and hearing requirements. In the case of conflict between the information presented in the table and the legal requirements of these land development regulations, the Village Code or Florida Statutes (collectively referred to as legal requirements), the legal requirements and not the table shall control.

- (1) Planning and zoning board. The planning and zoning board shall conduct public hearings to hear all applications for major and minor development II development orders and permits, amendments, changes or supplements to this code or the zoning code, use variance or special exceptions, changes in the land use district boundaries and zoning map, or petitions appealing an administrative decision. The hearing by the planning and zoning board shall be held as provided in § 152.096 of the Village Code.

Code of Ordinances Reference—Section 152.101.

- (2) Village Commission. Notice of public hearings on amendments to the comprehensive plan and the land development regulations shall be given as provided in § 2.6.1. Notice of public hearings on amendments to the zoning code and the zoning map, and on other applications for development approval shall be given as provided in § 152.096 of the Village Code.

Code of Ordinances Reference—Section 152.096.

==

Table 2-1
Public Hearings

	Planning and Zoning Board	Village Commission
--	------------------------------	--------------------

Development approval			
Major development			
	Seven or more DUs or over 10,000 sq. ft. commercial use	H	2H
Minor development II			
	Three through six DUs or 300 to 10,000 sq. ft. commercial use	H	2H
Amendments/revisions to existing regulations			
	Comprehensive plan	H	2H
	Land development code	H	2H
	North Bay Village Code	H	1H
	Land use maps	H	2H
	Zoning district map	H	2H
Others			
	Use exception/special use	H	1H
	Nonuse exception		1H
	Variance	H	1H
Rezoning			
	Containing 10 contiguous acres or less	H	2H
	10 or more acres	H	2H

H = Public hearing

(Ord. No. 02-19, § 2, 6-25-02)

~~§ 2.7.6—Variances.~~

~~Any person desiring to undertake a development activity not in conformance with the standards and requirements of this code may apply for a variance in conjunction with his application for development approval. Uses which are prohibited in this code, or a use not permitted in the district involved shall not be eligible for a variance. See Appendix A-1 for application for nonuse variance.~~

~~The Village Commission may grant a variance from the strict application of any provision of this code if the following findings are made:~~

- ~~(1) The condition giving rise to the requested variance has not been created by any person having an interest in the property.~~
- ~~(2) Special circumstances and conditions exist which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same land use district.~~
- ~~(3) The strict application of the code would deprive the applicant of the reasonable use of the land, structure or building, and would involve an unnecessary hardship for the applicant.~~
- ~~(4) The effect of the proposed variance is in harmony with the general intent of this code.~~
- ~~(5) Approval of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.~~
- ~~(6) The proposed variance is the minimum modification of the regulation at issue that will afford relief.~~
- ~~(7) The variance request is not based exclusively upon a desire to reduce the cost of development.~~

~~Code of Ordinances Reference—Section 152.097.~~

~~§ 2.7.7—Major or minor development plan modifications.~~

~~(a) An amendment to a site plan for major or minor development plan modifications that has been approved by the planning and zoning board and the Village Commission pursuant to §§ 150.095 and 152.105(C) may be approved by the Village Manager upon recommendation of the Village planner without further review or approval by any such body, as follows:~~

- ~~(1) Any modifications to the overall combination of unit types within the building(s) shown on the approved site plan, or any increase in the total number of units, provided that the additional total number of units does not exceed five percent of the total number of dwelling units of the approved site plan and the resulting total number of units does not exceed the allowable density under North Bay Village's Code of Ordinances.~~

~~Any modification to increase the size of any units shown on the approved site plan provided that the modification is consistent and is not in violation of North Bay Village's Code of Ordinances.~~

- ~~(2) Further, the total floor area for the site plan modification shall not exceed ten percent of the approved site plan after deducting any increase in total floor area directly attributed in bringing unit sizes into compliance with the current minimum unit sizes set forth in North Bay Village's Code of Ordinances. Any increase in the number or in the size of units will be subject to review in order to determine if concurrency requirements are met.~~
- ~~(3) Any modification to increase or decrease the floor-to-ceiling dimensions of any individual floor within the approved site plan, provided that the modification complies with North Bay Village's~~

Code of Ordinances and does not result in a modification of the number of floors for the approved site plan.

- (4) Any modification to increase or decrease the number of parking spaces within the approved site plan made in order to conform off-street parking of the approved site plan to any modification of a nature described in subparagraphs (a)(1) or (a)(2), provided that the modification shall be substantially consistent with the approved site plan and not in violation of North Bay Village's Code of Ordinances or any applicable state or federal law.
- (5) Any modification to the footprint of any building shown on the approved site plan provided that the modification does not change the generalized location of the buildings shown on the approved site plan nor conflict with the buffering requirements in violation of North Bay Village's Code of Ordinances.
- (b) Any modifications approved by the Village Manager upon recommendation of the Village planner pursuant to § 2.7.7 shall be subject to the following limitations:
 - (1) Any modification to an approved site plan not expressly authorized in this § 2.7.7 shall review and approval in accordance with the requirements and procedures for review and approval of a new site plan, as set forth in §§ 152.095 and 152.105(C).
 - (2) Modifications to an approved site plan approved pursuant to this § 2.7.7 shall take effect upon approval by the Village Manager, upon recommendation of the planner.

Courtesy notification of an approved site plan modification review will be given to property owners subject to the requirements of § 152.096(A)(2), Hearing and notices, of North Bay Village's Code of Ordinances.

(Ord. No. 2002-13, § 2, 5-28-02)

~~§ 2.8 Preliminary and final plats.~~

~~§ 2.8.1 Purpose and intent.~~

~~The public health, safety, comfort, and welfare require the harmonious, orderly, and progressive development of land within the Village. To this end, all lands within the Village must be subdivided and platted before any development approval can be obtained. The purpose of requiring and regulating the platting of land within the Village is to insure compliance with the procedural and substantive requirements of the North Bay Village Comprehensive Plan, the Dade County Subdivision Ordinance, chapter 28 of the Dade County Code of Ordinances, and the requirements of F.S. ch. 177.~~

~~Code of Ordinances Reference — Section 151.11.~~

~~§ 2.8.2 Procedures.~~

- (a) ~~Fifteen copies of the tentative plat, prepared in accordance with requirements of chapter 28 and prepared by a licensed surveyor, application for tentative plat approval and accompanied by an opinion of title no older than 30 days, a level of service assessment, and a certified survey of the site shall be submitted to the building official.~~
- (b) ~~The building official shall review the tentative plat as to its compliance with objectives of the Village's comprehensive plan, including level of service standards.~~
- (c) ~~The building official shall place the tentative plat on the planning and zoning board's agenda and submit his recommendations to the board.~~
- (d) ~~The planning and zoning board votes to approve or disapprove the tentative plat.~~

- ~~(e) The Village Manager places the tentative plat on the agenda of the Village Commission and forwards a copy of the planning and zoning board's recommendations and a copy of the building official's report.~~
- ~~(f) The Village Commission votes to approve or disapprove the tentative plat. If approved, two copies are signed by the mayor. One signed copy is returned to the surveyor or subdivider; one copy is filed in the public works department.~~
- ~~(g) The surveyor or subdivider delivers the signed tentative plat and 14 copies to Dade County Subdivision control for processing.~~
- ~~(h) Dade County shall notify the subdivider or surveyor and the Village of its action (approve, approve with conditions, or disapprove).~~
- ~~(i) After the surveyor prepares the final plat in accordance with chapter 20 and incorporates all conditions, if any, into the plat, he submits the final plat accompanied by a paving, grading, and drainage plan to the building official who then shall review it for consistency with the recommendations made by the Village Commission and Dade Subdivision Control before placing it with an accompanying report and resolution on the Village Commission's agenda.~~
- ~~(j) The Village Commission receives the final plat and concurrency evaluation report from the building official at its first public hearing to discuss the proposed plat.~~
- ~~(k) The Village Commission holds the second public hearing approximately two weeks later and votes to approve or disapprove the final plat. If the commission votes to approve the plat, the mayor signs the linen or mylar as well as the Resolution accepting the (re)subdivision.~~

~~§ 2.9 Building permits.~~

~~While both development permits and development orders are considered development orders by state law, building permits are distinguished in this Code as approvals for actual construction or installation. Appendix B contains a copy of a North Bay Village building permit application.~~

~~Code of Ordinances Reference — Section 151.11.~~

~~§ 2.9.1 Authority.~~

~~The South Florida Building Code has been adopted by North Bay Village as the "Building Code of North Bay Village." All applications for building permits shall be submitted to and processed by the building official.~~

~~Code of Ordinances Reference — Section 151.01.~~

~~§ 2.9.2 Requirements and conditions.~~

~~The following requirements shall be met prior to the processing of any application for a building permit.~~

- ~~(1) All petitions must be accompanied by two sets of plans and specifications prepared in accordance with the requirements of the South Florida Building Code. The plans must include a survey prepared by a registered land surveyor.~~

~~Code of Ordinances Reference — Section 152.105.~~

- ~~(2) Petitions must include a level of service assessment (see section 4.2).~~
- ~~(3) Petitions for development or redevelopment other than for a single-family residence must contain a site plan which contains:~~

~~Code of Ordinances Reference—Section 152.105.~~

- ~~a. Existing and proposed land use district boundaries.~~
- ~~b. Existing easements and all physical features in or adjoining the project.~~
- ~~c. Proposed streets, alleys, curb cuts, off-street parking spaces, loading areas, outdoor lighting, storm drainage, and sanitary sewer facilities.~~
- ~~d. Tabular project summary indicating lot area, building area, density, and off-street parking spaces.~~
- ~~e. Location, type, height of all proposed buildings, signs, fences, landscaping, and open space.~~
- ~~f. Petitions must be accompanied by the appropriate filing fee as described in chapter 152 of the North Bay Village Zoning Code.~~

~~Chapter 3—LAND USE⁽¹⁾~~

~~Footnotes:~~

~~—(1)—~~

~~Cross reference—References to numbers, § 1.6.~~

~~§ 3.1—Purpose and intent.~~

~~The Future Land Use Element of the 1987 Comprehensive Plan for North Bay Village describes land use districts for the Village. These land use districts are illustrated on the future land use maps in the comprehensive plan. The following section contains a description of the district regulations incorporating the provisions of the future land use element with the applicable parts of chapter 152 of the North Bay Village Code of Ordinances. The result becomes a single, integrated description of the Village's land use districts and the uses and criteria permitted within these districts. Thus, all future development or redevelopment of property within the Village shall be accomplished in compliance with the goals, objectives, and policies expressed in the adopted comprehensive plan.~~

~~Code of Ordinances Reference—Section 152.002.~~

~~§ 3.2—North Bay Village land use districts.~~

~~The land use districts and classifications defined in the future land use element and delineated on the 1993 and 1998 land use plans in said element shall be the determinants of permissible activities on any parcel of land within the Village. (See figures 3.1 and 3.2.) They are established to regulate and restrict the location of commercial, public, and semi-public uses, and residences, and the location of buildings erected or altered for specific uses to regulate or limit population density, and intensity of use of lot areas.~~

~~Code of Ordinances Reference—Section 152.012.~~

~~§ 3.2.1—Residential district.~~

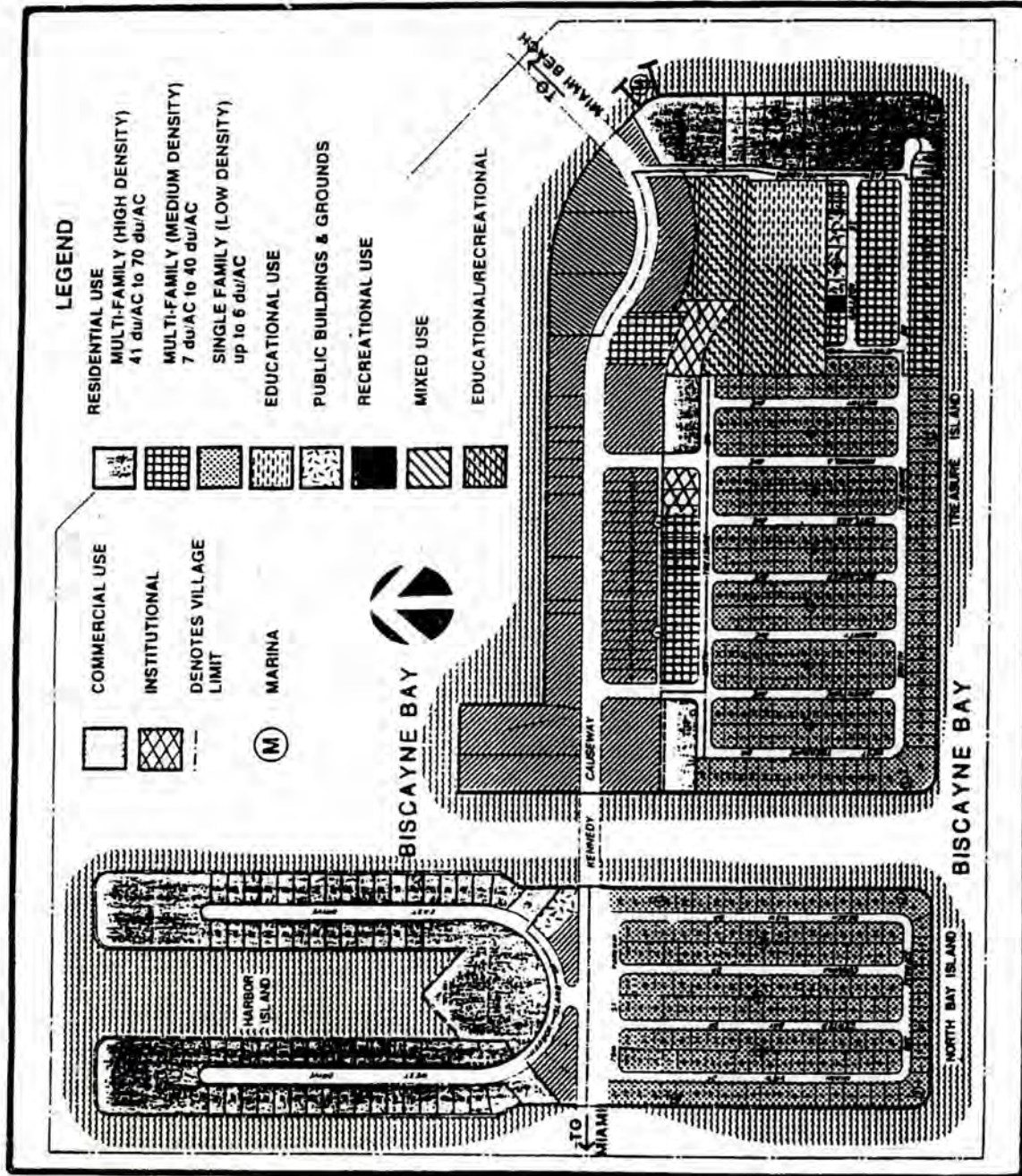
~~This district encompasses all areas with dwelling units used or to be used for permanent housing. The residential land use category is further subdivided into three subdistricts based on density. The single-family or low-density district allows a density of up to six dwelling units per acre. Zoning districts RS-1 and RS-2 fall under this land use category. The medium-density residential district allows for residential density of from seven up to 40 units per acre (Zoning district RM-40), while the high-density category allows from 41 up to 70 dwelling units (RM-70 zoning district).~~

~~Code of Ordinances Reference—Sections 152.026—152.029.~~

~~§ 3.2.2—Commercial district.~~

~~This district designates those areas in the Village suitable for commercial development. Uses permitted include a broad range of general office, retail, hotel, and service establishment development.~~

~~Code of Ordinances Reference—Sections 152.030, 152.031.~~

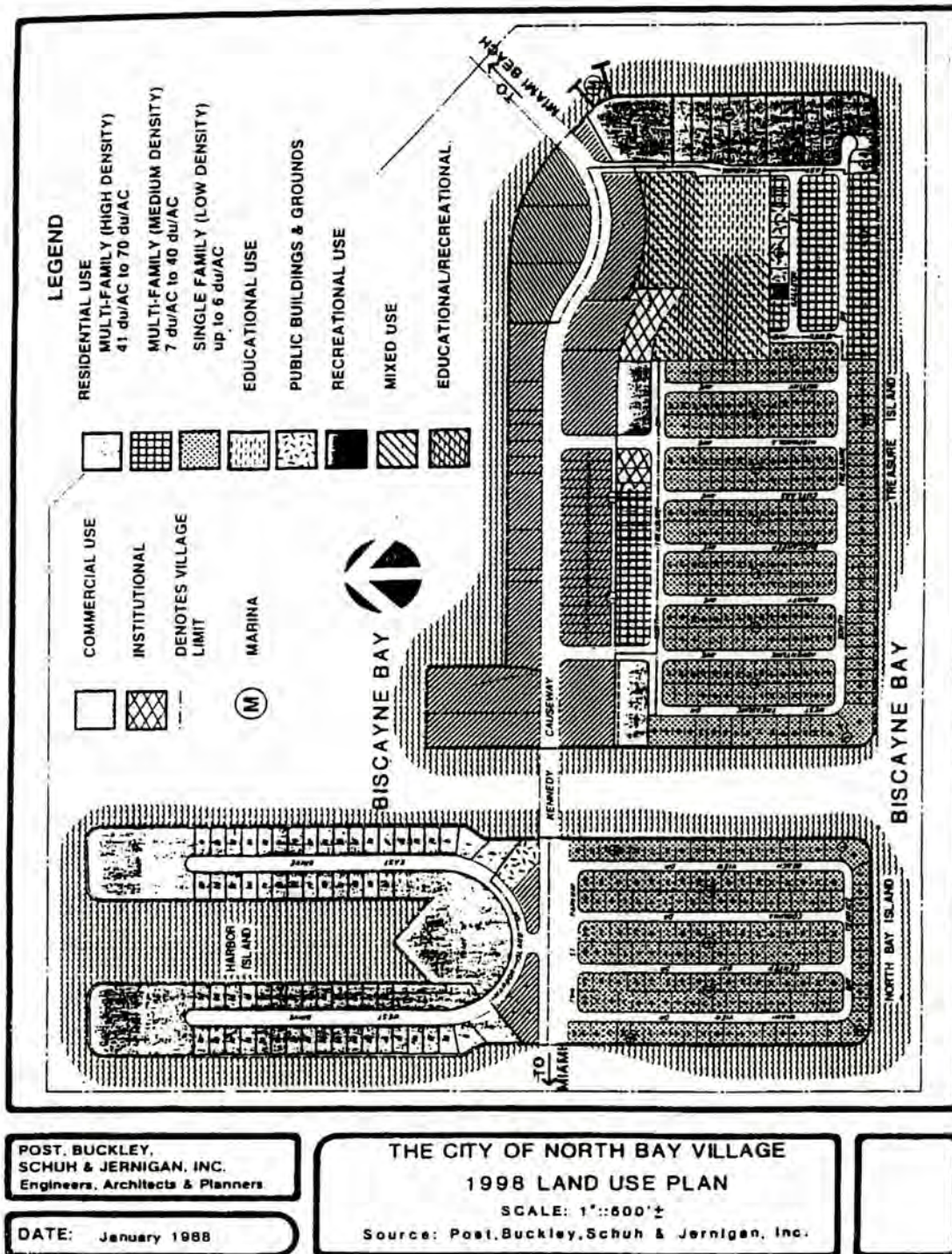


POST, BUCKLEY,
SCHUH & JERNIGAN, INC.
Engineers, Architects & Planners

DATE: January 1988

THE CITY OF NORTH BAY VILLAGE
1993 LAND USE PLAN

SCALE: 1"=600'±
Source: Post, Buckley, Schuh & Jernigan, Inc.



§ 3.2.3 Recreation and open space district.

This district includes all areas designated for public parks within the Village.

§ 3.2.4 Mixed-use district.

The mixed-use district permits a combination of retail, office, hotel, and/or residential uses. Mixed uses on a parcel may consist of up to 1/3 of the parcel developed as medium-density residential and up to 2/3 of the parcel developed as retail, office, or hotel use. Parcels may be developed as either high-density residential or retail/office use where the developer can demonstrate that such use contributes to a balanced mix of land uses within the district as a whole (See sections 4.1 and 4.4 of this Code).

~~§ 3.2.5 Educational district.~~

~~Public schools, associated facilities, and grounds are included in this district.~~

~~§ 3.2.6 Public buildings/grounds district.~~

~~This district provides sites for public/semi-public uses such as Village Hall, police station, public works building, post office, and other agency facilities.~~

~~§ 3.2.7 Institutional district.~~

~~The purpose of this district is to provide an area for institutional facilities such as religious facilities, nursing homes, and community centers.~~

~~§ 3.2.8 Marina district.~~

~~This district provides sites for the location of marinas as defined in chapter 1 of this Code.~~

~~§ 3.3 General district regulations.~~

~~The following regulations apply to all land use districts:~~

~~Code of Ordinances Reference — Section 152.025.~~

~~(1) Compliance with regulations.~~

- ~~a. No land or water area may be used except for a purpose permitted in the district in which it is located.~~
- ~~b. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building or part thereof be used except for a use permitted in the district in which the building is located.~~
- ~~c. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered to exceed the height limit herein established for the district in which the building is located.~~
- ~~d. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the area regulations of the district in which the building is located.~~
- ~~e. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the off-street parking and loading regulations of the district in which the building is located.~~
- ~~f. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area, floor area ratio, or open space ratio regulations of the district in which it is located.~~

- ~~(2) Encroachment of lot area. The minimum yards, parking space, and open spaces, including lot area per family, required by these regulations for each and every building existing at the time of the passage of these regulations or for any building hereafter erected, shall not be encroached~~

~~upon or considered as required yard or open space for any other building, except as hereinafter provided, nor shall any lot area be reduced below the requirements of these regulations.~~

~~Code of Ordinances Reference—Section 152.025.~~

- ~~(3) Accessory buildings; prior construction. No accessory building, structure, or dock shall be constructed upon a lot until the construction of the main use building has actually commenced. No accessory building shall be used unless the main use building on the lot is also being used.~~

~~Code of Ordinances Reference—Section 152.025.~~

- ~~(4) Location on a lot required. Every building or structure hereafter erected, moved, or structurally altered shall be located on a lot as herein defined, and except as hereinafter provided, in no case shall there be more than one main building on one lot.~~

~~Code of Ordinances Reference—Section 152.025.~~

~~§ 3.4—Allowable uses within land use districts.~~

~~The following is a more detailed breakdown of permitted land uses in the residential and commercial districts.~~

~~§ 3.4.1—Residential.~~

~~This encompasses a broad group of residential uses including single family dwellings, duplex dwellings, and multi-family dwellings.~~

~~In those areas designated for multi-family residential medium-density use, management offices within structures containing eight or more units shall be permitted.~~

~~In those areas designated for multi-family residential high-density use, management offices within structures containing eight or more dwelling units or guest rooms, shall be permitted for subject property only. Office, retail, and service facilities of an ancillary nature shall also be permitted within structures containing 100 or more dwelling units or guest rooms. Access to ancillary commercial facilities located within structures containing less than 450 dwelling units shall be from within the structure only and no exterior advertising or display of any kind shall be permitted. Ancillary facilities located within structures containing 450 or more dwelling units may have exterior doors, windows and signage provided that they do not directly abut or face a public right of way and provided that external signage or advertising of any kind be consistent with a facility advertising plan approved by the Village Commission. All structures containing ancillary facilities shall provide parking and meet all requirements of the State, County, and Village codes which are applicable to the type of ancillary commercial facility proposed.~~

~~Code of Ordinances Reference—Sections 152.026—152.029.~~

~~§ 3.4.2—Commercial.~~

~~(a) Permitted uses. A wide variety of general commercial activities are permitted in this category including:~~

- ~~(1) Bank or financial institution.~~
- ~~(2) Clinic or hospital.~~
- ~~(3) Dry cleaning substation.~~
- ~~(4) Lounge or nightclub (subject to the provisions of chapter 111 of the Village Code).~~

- ~~(5) Hotels and motels as per [Code of Ordinances section] 152.031(B)(1).~~
- ~~(6) Medical or dental laboratory.~~
- ~~(7) Personal services establishments, including but not limited to: shoe repair; barber and beauty shop; stock brokerage; employment agency; travel bureau; and messenger service.~~
- ~~(8) Post office.~~
- ~~(9) Professional offices, including but not limited to: architecture; accounting; engineering; investigative; investment and tax counseling; law; medicine; and real estate.~~
- ~~(10) Restaurants, coffee shops, or delicatessens; but not to include a fast order food establishment.~~
- ~~(11) Retail sales establishments, including but not limited to: the sale of appliances; books; stationery; drugs; hardware; liquor; groceries; meats; produce and fish; however, such retail sales shall be restricted to merchandise stored and displayed within the main structure.~~
- ~~(12) Radio and television transmitting station and studio.~~
- ~~(13) Storage facilities in connection with permitted uses; provided, however, that all such material, including waste and cooling systems shall be stored or erected entirely within the walls of a building.~~
- ~~(14) Studios for artists, photographers, sculptors, or musicians, including: the teaching of art; music; dancing; or artistic instruction.~~
- ~~(b) Special uses permitted within the commercial district. The following uses shall be permitted upon approval of the village commission in accordance with the provisions pertaining to use exceptions:~~
 - ~~(1) General educational facilities.~~
 - ~~(2) Fast order food establishments.~~
 - ~~(3) Multifamily dwellings whether or not accompanied by non-residential uses shall be required to conform with all site development standards as set forth under section 152.029(C) of the zoning regulations for North Bay Village. Non-residential uses located on the same parcel as multifamily dwellings shall not be subject to the requirements of § 3.4.1.~~
 - ~~(4) Printing and publishing establishments, including blue printing and photostating, provided that no such use shall occupy more than 1,500 square feet of gross floor area.~~
 - ~~(5) Service stations, provided that the provisions described in section 152.030(C)(5)(a) — (p) of the zoning code are adhered to.~~
 - ~~(6) Theaters for the showing of motion pictures, activities of a performing art, or an event of a cultural or civic nature.~~
 - ~~(7) Yacht clubs, provided they have a minimum of 150 feet of water frontage and no main building is less than 4,000 square feet in gross floor area.~~

~~(Ord. No. 2012-07, § 2, 12-18-12)~~

~~Code of Ordinances Reference — Section 152.030.~~

~~§ 3.5 Use exceptions.~~

~~The following uses and/or buildings may be permitted by the Village Commission provided it can be demonstrated that such exceptions will not adversely affect the permitted uses of adjacent property.~~

- ~~(1) Day nursery.~~
- ~~(2) Religious institution.~~

- ~~(3) Private or commercially operated swimming pools or tennis courts when not a permitted accessory use, and commercial recreational facilities.~~
- ~~(4) Exhibition or civic center, art gallery.~~
- ~~(5) Marina.~~
- ~~(6) Public buildings and facilities.~~
- ~~(7) Public utilities and service.~~
- ~~(8) The extension of an existing nonconforming building and the existing use thereof upon the lot occupied by that building at the time of the passage of these regulations, or erection of an additional building upon a lot required at the time of passage of these regulations, by a nonconforming commercial establishment and which additional building is a part of such establishment.~~

~~Code of Ordinances Reference—Section 152.098.~~

~~§ 3.6—Special exceptions in high density multiple family residential district.~~

- ~~(a) Purpose and intent. This section recognizes that certain parcels exist in the RM 70 district which do not meet the minimum lot size requirements set forth in [Code of Ordinances] section 152.029 to permit a building to be erected, converted, enlarged, reconstructed, moved, or structurally altered (undersized parcels). Some of said parcels are improved and some unimproved. The purpose of this section is to establish criteria whereby undersized parcels may be put to reasonable use, consistent with the Village's comprehensive master plan for development and in furtherance of a policy which discourages overdevelopment and urban congestion.~~
- ~~(b) [Uses permitted.] Uses permitted shall be the same as permitted in [Code of Ordinances] section 152.029(B)(1).~~
- ~~(c) Site development standards.~~
 - ~~(1) Minimum lot size shall be 40 percent of the area prescribed and 40 percent of the front footage requirement of [Code of Ordinances] section 152.029(C)(1).~~
 - ~~(2) Minimum yard setbacks shall be the same as specified in [Code of Ordinances] section 152.029(C)(2) provided that existing buildings, which were completed prior to April 1, 1983 (existing structures) and were lawfully constructed so that any existing setback encroaches into the setback area prescribed by current law but not in excess of 33 1/3 percent of the current setback requirements (nonconforming setback) shall be subject to the provisions of subsection (C)(4) hereafter.~~
 - ~~(3) Maximum density shall be as prescribed in [Code of Ordinances] section 152.029(C) except that (a) on minimum undersized parcels there shall be a maximum of six residential units; (b) in case of undersized parcels which exceed the minimum area and footage prescribed in (C)(1) above, in addition to six units there shall be allowed one unit for each whole 750 square feet of land area in excess of the minimum area prescribed in (C)(1).~~
 - ~~(4) The maximum building height on minimum undersized parcels shall be three stories or 36 feet above code approved grade, whichever is less. However, in the event an existing structure is the subject of a nonconforming setback, the new covered or roofed area of the third floor (if there is one) shall be reduced in area on the basis of 1 1/2 percent of the area of the second floor for each foot of nonconforming encroachment into the setback area.~~

~~The maximum building height on undersized parcels which exceed the minimum areas and footage provided in [Code of Ordinances] section 152.029(C)(1) shall be one floor for each whole 1,750 square feet of land area in excess of the minimum area prescribed in (C)(1), not to exceed six stories or 72 feet above code approved grade, whichever is less.~~

~~Provided further, as to buildings newly constructed under the provisions of this ordinance, grade level beneath the building parking not exceeding ten feet in height shall not be included in the height limitation herein imposed.~~

- ~~(5) Minimum pervious area. The provisions of [Code of Ordinances] section 152.028(C)(5) are adopted and shall apply to buildings under this section.~~
- ~~(6) Minimum floor area. The provisions of [Code of Ordinances] section 152.028(C)(5) are adopted and shall apply to buildings under this section.~~
- ~~(7) Offstreet parking: the offstreet parking requirements as set forth in [Code of Ordinances] sections 152.040 through 152.044 shall apply to buildings under this section except that every dwelling unit, regardless of size, shall require two parking spaces.~~
- ~~(8) All requirements of landscaping of the Village and County Code shall be fully applicable to buildings under this section.~~

~~Code of Ordinances Reference—Section 152.0295.~~

~~§ 3.7 Prohibited uses.~~

~~The following uses, unless approved upon public hearing, shall not be permitted in any commercial district:~~

- ~~(1) Amusement rides and enterprises.~~
- ~~(2) Amusement centers.~~
- ~~(3) Auction market.~~
- ~~(4) Auto, truck, or machinery salvage yards.~~
- ~~(5) Boat salvage.~~
- ~~(6) Carnival and circuses.~~
- ~~(7) Cemeteries.~~
- ~~(8) Convalescent homes.~~
- ~~(9) Dog kennel.~~
- ~~(10) Funeral homes.~~
- ~~(11) Heliports and helipads.~~
- ~~(12) Homes for dependent children.~~
- ~~(13) Junk yards.~~
- ~~(14) Movie theaters (open air) or drive-in theaters.~~
- ~~(15) Nursing homes.~~
- ~~(16) Palmists and psychic readers.~~
- ~~(17) Pawnbrokers.~~
- ~~(18) Satellite communications device (three meter diameter or larger).~~
- ~~(19) Adult congregate living facilities (ACLFs) as defined in F.S. § 400.402.~~

~~Code of Ordinances Reference—Section 152.064.~~

~~Chapter 4—CONSISTENCY AND CONCURRENCY DETERMINATIONS⁽¹⁾~~

~~Footnotes:~~

~~—(1)—~~

~~Cross reference—References to numbers, § 1.6.~~

~~§ 4.1—Consistency with North Bay Village Comprehensive Plan.~~

~~No development activity may be approved unless it is found that the development is consistent with the density and intensity requirements in the Village's comprehensive plan, meets the criteria contained in the land use plans in the comprehensive plan, and that those public services and facilities addressed in the comprehensive plan will be available at the prescribed levels of service (LOS) concurrent with the impact of the development on those services and facilities.~~

~~§ 4.1.1—Determining consistency with the Village comprehensive plan.~~

~~If a development proposal is found to meet all the requirements of this code, it shall be presumed to be consistent with the comprehensive plan. If a question of consistency is raised, the building official shall make a determination of consistency or inconsistency and support the determination with written findings.~~

~~Code of Ordinances Reference—Section 151.11.~~

~~§ 4.2—Level of service compliance requirements.~~

~~All applications for development orders shall be required to demonstrate that the proposed development does not degrade adopted levels of service in North Bay Village. A level of service assessment demonstrating that the proposed development will not degrade the adopted level of service by meeting one of the following general tests, shall accompany each request for development order or development permit approval:~~

- ~~(1) Capacity exists at the time of application to meet the service needs of the proposed development based upon the scheduled completion and occupancy, and based upon the standards described below.~~
- ~~(2) Capacity does not exist at the time of application, but shall exist at the time of completion and occupancy of the proposed development. Existence of capacity shall be ensured through one of the following:~~
 - ~~a. Construction is underway to provide additional capacity and is scheduled for completion by or before scheduled occupancy of the development.~~
 - ~~b. Contracts are signed for construction to provide additional capacity on a schedule which provides capacity at the time of occupancy of the development.~~

~~Code of Ordinances Reference—Section 151.11.~~

~~§ 4.3—Determination of existing capacity.~~

~~For the purposes of these regulations, the available capacity of a facility shall be determined by:~~

~~(1) Adding together:~~

- ~~a. The total capacity of existing facilities operating at the required level of service; and~~
- ~~b. The total capacity of new facilities that will come available concurrent with the impact of the development. The capacity of new facilities may be counted only if one or more of the following is shown:~~
 - ~~1. Construction of the new facilities is under way at the time of application.~~
 - ~~2. The new facilities are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued.~~
 - ~~3. The new facilities have been included in the appropriate capital improvement program annual budget.~~
 - ~~4. The new facilities are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220, or an agreement or development order pursuant to F.S. ch. 380.~~

~~(2) Subtracting from that number the sum of:~~

- ~~a. The demand for the service created by existing development; and~~
- ~~b. The new demand for the service that will be created concurrent with the impacts of the proposed development by the anticipated completion of other presently approved developments.~~

~~§ 4.4 Burden of showing compliance.~~

~~The burden of showing compliance with level of service requirements shall be upon the developer. In order to be approvable, applications for development approval shall provide sufficient information showing compliance with these standards.~~

~~§ 4.4.1 Potable water.~~

~~New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the potable water sub-element of the North Bay Village Comprehensive Plan.~~

Minimum design flow	120 gpd per capita criteria
Pressure	To meet Dade County fire flow ordinance

~~§ 4.4.2 Wastewater.~~

~~New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for wastewater treatment as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan:~~

Minimum design flow	110 gpd/per capita
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~~§ 4.4.3 Transportation system.~~

- ~~(a) Level of service. New development shall not be approved unless there is sufficient available capacity to sustain the following level of service for transportation systems as established in the Transportation Circulation Element of the North Bay Village Comprehensive Plan:~~

Type of Facility	Peak Hour Level of Service
Arterials	D
Collectors	D
Limited Access	D

- ~~(b) Determination of impact. The projected level of service for arterials and collectors within the traffic shed shall be calculated based upon estimated trips to be generated by the project, or where applicable, the first phase of the project, and taking into consideration the impact of other approved but not completed developments within the projected area of impact. Information on committed development within the traffic shed shall be provided by the Village/County.~~

~~§ 4.4.4 Drainage system.~~

~~New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for the drainage system as established in the drainage subelement of the North Bay Village plan:~~

Type of Use	LOS
All development	Five-year frequency storm event including retention or detention with filtration of first inch of runoff

~~§ 4.4.5 Solid waste.~~

~~New development shall not be approved unless there is sufficient available capacity to sustain the following level of service for solid waste as established in the solid waste subelement of the North Bay Village plan:~~

Type of Use	LOS
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All	Seven pounds per capita per day
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~~§ 4.4.6 Recreation.~~

Not applicable. See Appendix C for Florida Department of Community Affairs communication dated June 4, 1990.

~~Chapter 5—DESIGN STANDARDS⁽¹⁾~~

~~Footnotes:~~

~~—(1)—~~

Cross reference—References to numbers, § 1.6.

~~§ 5.1 Design standards for specified uses.~~

Table 5-1 describes the requirements for lot size, setback, minimum floor and height, and impervious area for each of the general land use categories.

~~§ 5.2 Parking design standards.~~

~~§ 5.2.1 General requirements.~~

All proposed off-street parking facilities shall be subject to site plan review and approval. In addition to including the location, number, type and size of the proposed parking and loading spaces, driveways, landscaping, and accessways, and to meet specific objectives in the Traffic Element of the North Bay Village Comprehensive Plan, the site plan must reflect that the following criteria have been incorporated into the plan:

Code of Ordinances Reference—Sections 152.042, 152.043.

- (1) ~~Pedestrian circulation facilities, roadways, driveways, and off-street parking and loading areas shall be designed to be safe and convenient.~~
- (2) ~~Parking and loading areas, aisles, pedestrian walks, landscaping, and open space shall be designed as integral parts of an overall development plan and shall be properly related to existing and proposed buildings.~~
- (3) ~~As a minimum standard, all parking areas shall be landscaped in accordance with the current Dade County landscaping code.~~
- (4) ~~Buildings, parking and loading areas, landscaping, and open spaces shall be designed so that pedestrians moving from parking areas to buildings and between buildings are not unreasonably exposed to vehicular traffic.~~
- (5) ~~Landscaped, paved, and gradually inclined or flat pedestrian walks shall be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and~~

~~adjacent buildings. Pedestrian walks should be designed to discourage incursions into landscaped areas except at designated crossings.~~

- ~~(6) Each off-street parking space shall open directly onto an aisle or driveway that, except for single-family and two-family residences, is not a public street.~~
- ~~(7) Aisles and driveways shall not be used for parking vehicles, except that the driveway of a single-family or two-family residence shall be counted as a parking space for the dwelling unit, or as a number of parking spaces as determined by the Building Official based on the size and accessibility of the driveway.~~
- ~~(8) The design shall be based on a definite and logical system of drive lanes to serve the parking and loading spaces. A physical separation or barrier, such as vertical curbs, may be required to separate parking spaces from travel lanes.~~
- ~~(9) Parking spaces for all uses, except single-family and two-family residences, shall be designed to permit entry and exit without moving any other motor vehicle.~~
- ~~(10) No parking space shall be located so as to block access by emergency vehicles.~~
- ~~(11) Compact car spaces should be located no more and no less conveniently than full-size car spaces and shall be grouped in identifiable clusters.~~
- ~~(12) A minimum setback of 20 feet shall be required between a public street right-of-way, exclusive of alleys, and the entrance to the nearest parking space.~~
- ~~(13) Backout parking shall be prohibited. All off-street parking spaces except those relating to single-family residences shall be designed so that no vehicle shall have to back into a public right-of-way to obtain egress.~~

~~Code of Ordinances Reference — Section 152.042.~~

~~Table 5-1~~

~~Design Standards for Specified Uses (152.026 — 152.031)~~

Element	Low-Density Residential	Medium-Density Residential	High-Density Residential and Mixed-Use	High-Density Undersized Parcels	Hotels/Motels	General Commercial, Institutional, Public Buildings
Minimum Lot Size Area (sq. ft.)	7,000	6,000	28,000	40%	28,000	10,000
Frontage (ft.)	70	60	200	40%	200	75
Setbacks (ft.) Front Kennedy Cswy. (North Side)	N/A	N/A	40	40 ⁴	40	40

Kennedy Cswy. (South Side)	N/A	N/A	60	60 ⁴	60	60
Others	20	20	25	25 ⁴	25	25
Side						
Corner	20	15	15 ¹	15 ⁴	15 ¹	15 plus 5 ft. for each story over 3
Interior	10	7.5	15 ¹	15 ⁴	15 ¹	
Rear	15	15	25	25 ⁴	25	25
Waterfront	25	25	25	25 ⁴	25	25
Min. Floor Area (sq. ft.)						
1-story	2,000	1,500	N/A	N/A	N/A	N/A
2-story	2,600	2,000	N/A	N/A	N/A	N/A
Efficiency	N/A	N/A	400	400 ⁵	400	N/A
1-bedroom	N/A	N/A	750	750 ⁵	750	N/A
2-bedroom	N/A	N/A	1,000	1,000 ⁵	1,000	N/A
3-bedroom	N/A	N/A	1,150	1,150 ⁵	1,150	N/A
Maximum Height	2-stys or 25 ft. above grade, whichever is less	2-stys or 25 ft., whichever is less	150 ft. or 14 stys, whichever is less	3-stys. or 36 ft. whichever is less ⁶	130 ft. or 12 stys ^{2,3}	130 ft. or 12-stys ^{2,3}

Min. Impervious Area				20%	20%	20%
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¹ 100 feet when adjacent to single family residential area, plus five feet for each story over three

² Two stories may be parking

³ Church steeples, bell towers, air conditioning units, etc., may exceed this limit.

⁴ See Section 3.6(c)(2) of this code.

⁵ See Section 3.6(c)(3) of this code.

⁶ See Section 3.6(c)(4) of this code.

Note: Site plans for recreation and open space districts, marinas, and educational districts are subject to the Village's site plan review process and commission approval.

~~§ 5.2.2 Design standards.~~

(a) ~~Off-street parking spaces. The following describes the standard requirements for off-street parking spaces within the Village.~~

(1) ~~A standard parking space shall be nine feet wide and 18 feet long.~~

(2) ~~Compact parking spaces shall be eight feet wide and 16 feet long, up to 20 percent of all required parking spaces may be compact spaces if prior approval is received from the Village Commission.~~

(3) ~~Within all off-street parking facilities of 20 spaces or more, not less than two percent shall be designed and allocated for handicapped usage. Handicapped spaces shall be clearly marked and located as near as possible to the principal entrance of the use or structure being served. Design of handicapped spaces shall comply with all applicable accessibility standards of the State of Florida and Dade County.~~

~~Code of Ordinances Reference—Section 152.042.~~

(b) ~~Loading spaces. The standard off-street loading space shall be 12 feet wide, 30 feet long, and provide a vertical clearance of 14½ feet. Each off-street loading space shall be easily accessible and provide adequate area for maneuvering.~~

~~(Ord. No. 2003-06, § 1, 4-8-03)~~

~~Code of Ordinances Reference—Section 152.045.~~

~~§ 5.2.3 Parking space requirements.~~

~~The following table specifies the required minimum number of parking spaces required in each described use.~~

(1)	Residential uses	Single family; 2 per dwelling unit, du multifamily; 1.5 per efficiency 1.75 per one bedroom du; 2 per two bedroom or larger du plus additional 10% of required number for guest parking, Hotel, Motels; 1 per rental unit plus additional 10% of total number required spaces.
(2)	Commercial uses	
	Banks	1 per 300 sq. ft. gross floor area (GFA) plus eight stacking spaces for each drive in.
	Business, vocational schools, lodges, fraternal halls	1 per 100 sq. ft. GFA
	Offices	1 per 300 sq. ft. GFA
	Professional service establishments; repair service establishments	1 per 200 sq. ft. GFA
	Retail sales stacking spaces per drive thru	1 per 200 sq. ft. GFA plus 4 establishments
	Restaurants, lounges, nightclubs	1 per 75 sq. ft. customer service area
	Service stations	3 spaces plus 3 for each service bay
	Theaters	1 per each 3 seats
	Vehicle sales, repair, area for sales, etc.	1 per 400 sq. ft. enclosed etc., plus 2 per bay
	Wholesale trade establishments	1 per 300 sq. ft. GFA
(3)	Community facilities	

	Adult congregate living facilities, churches, temples, places of worship	$\frac{3}{4}$ spaces per unit 1 per each 4 seats in main assembly area
	Government offices	1 per 300 sq. ft. GFA plus 1 per every 4 seats in public assembly area
	Hospitals	1 per patient bed
	Marinas	1 per boat slip/berth plus additional spaces as may be permitted uses required by (retail, restaurants)
	Museums, art galleries	1 per 400 sq. ft. GFA
	Nursing home	$\frac{1}{2}$ space per bed
	Tennis, handball and racquetball facilities	5 per court

Note: For those uses not enumerated, but similar to and closely related to uses above, the number of spaces shall be determined by the Village Commission. For those dissimilar uses, the number shall be set by the Village Commission after recommendation from the board.

(Ord. No. 02-21, § 1, 7-23-02)

Code of Ordinances Reference — Section 152.044.

§ 5.2.4 Off-street loading requirements.

Use Category		Gross Floor Area (square feet)	Spaces Required
(1)	Retail, personal service, restaurant or wholesale operation	under 10,000	0
		10,000 — 20,000	1

		20,000— 40,000	2
		40,000— 60,000	3
		over 60,000	4
(2)	Multi-family residential use, hotel, motel, office, hospital, spa, place of public assembly, or similar use	under 25,000	0
		25,000— 50,000	1
		50,000— 100,000	2
		over 100,000	3

~~Code of Ordinances Reference—Section 152.045.~~

~~§ 5.3—Sign regulations.~~

~~Code of Ordinances Reference—Sections 152.075—152.083.~~

~~§ 5.3.1—Purpose.~~

~~The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of street graphics and signs and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen. (See Illustrative Sketches 5.1 and 5.2.)~~

~~Code of Ordinances Reference—Section 152.075.~~

~~§ 5.3.2—Definitions.~~

~~For the purpose of this section [5.3], the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~Sign. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.~~

~~Sign, accessory. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g., credit card affiliations, brand symbols).~~

~~Sign area. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.~~

~~Sign, detached. A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a fence or wall, not a part of a building, shall be considered a detached sign.~~

~~Sign, directional. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").~~

~~Sign, flat. A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.~~

~~Sign, identification. A sign which indicates the name of a use, owner, activity, business, or enterprise.~~

~~Sign, outdoor advertising display (character).~~

- ~~(1) Activated sign. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").~~
- ~~(2) Animated sign. Any sign upon which a character, letter, figure, or group or combination thereof, show movement or motion to such an extent as to be readily detected.~~
- ~~(3) Banner sign. Any sign possessing characters, letters, illustrations, or ornamentalions applied to cloth, paper, or fabric of any kind, either with or without frames.~~
- ~~(4) Banners, streamers, spinners, and pennants. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.~~
- ~~(5) Beacon light. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.~~
- ~~(6) Double faced sign. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.~~
- ~~(7) Flashing sign. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.~~

~~Sign, outdoor advertising display (type). A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in~~

any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out of doors. These shall include, but are not necessarily limited to, the following:

- (1) ~~Combination sign. Any sign incorporating any combination of the features of ground, projecting, or roof signs.~~
- (2) ~~Fluorescent painted sign. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.~~
- (3) ~~Ground sign. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").~~
- (4) ~~Illuminated sign. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights or luminous tubes, whether or not the lights or tubes are a part of the sign proper.~~
- (5) ~~Marquee sign. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a building, when such canopy or covered structure extends beyond the building, building line, or property line.~~
- (6) ~~Nonilluminated sign. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light reflective surfaces.~~
- (7) ~~Projection sign. Any sign other than a wall sign which projects from and is supported by a wall, building, or overhang (see Figure 1).~~
- (8) ~~Projected sign. Any sign which is affixed to any building wall or structure and extends beyond the building wall, structure, building line, or property line more than 18 inches.~~
- (9) ~~Real estate sign. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.~~
- (10) ~~Roof sign. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.~~
- (11) ~~Sandwich sign. Any sign which is either single or double faced, is portable, and may readily be moved from place to place.~~
- (12) ~~Shingle sign. Any projection or wall sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.~~
- (13) ~~Snipe sign. Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.~~
- (14) ~~Window sign. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.~~

~~Sign, outdoor advertising display (usage).~~

- (1) ~~Changeable copy sign. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.~~
- (2) ~~Directory sign. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, church directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.~~

~~(3) Identification; individual entity. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the Building and Zoning Official a transfer (assignment) of all parts of his computed eligibility to the lessee.~~

~~(4) a. Informational sign. Any sign which contains any combination of directory, directional, and/or explanatory information.~~

~~b. Sign information item. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.~~

~~(5) Outdoor advertising display: off premises (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.~~

~~(6) Outdoor advertising display: premises. Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.~~

~~(7) Point of purchase sign. Any structure, device, display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.~~

~~(8) Facade. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.~~

~~(9) Frontage. That part of the building that faces a public thoroughfare.~~

~~Window sign—permanent. Any sign visible from the exterior of a building or structure and which is painted, attached, glued or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby (see Figure 1).~~

~~Window sign—temporary. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business (see Figure 1).~~

~~Code of Ordinances Reference—Section 152.076.~~

~~§ 5.3.3—Existing nonconforming signs; removal.~~

~~(a) It is the intent of this section to recognize that the eventual elimination of existing signs that are not in conformity with the provisions of these regulations, in as expeditious a manner as it is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.~~

~~(b) Continuance. Subject to the sign amortization schedule below, a nonconforming sign may be continued and shall be maintained in good condition, but shall not be:~~

~~(1) Enlarged or changed to another nonconforming sign.~~

- (2) ~~Structurally altered so as to prolong the life of the sign.~~
- (3) ~~Reestablished after its discontinuance for 90 days.~~
- (4) ~~Reestablished after damage or destruction if the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost.~~
- (c) ~~Removal or conformance; amortization schedules. All signs, including the supporting structures, which are in existence upon the effective date of these regulations, and which theretofore conformed to all legal requirements, but which are made nonconforming by the provisions of these regulations, shall be brought into conformity or shall be removed in accordance with the following amortization plan:~~

~~Schedule of time periods for removal, replacement, or alteration of on-premise signs to meet ordinance requirements based upon estimated cost of original installation.~~

Estimated Cost of Original Installation	Time Period to Conform
\$ — 0 — \$ 999	1 year
\$1,000 — \$2,999	2 years
\$3,000 and over	3 years

- (1) ~~The above shall be determined by the code enforcement officer after reviewing building permits to determine the estimated cost of original installation.~~
- (2) ~~Any sign, including the supporting structure, now or hereafter existing which advertises a business no longer conducted, or a product no longer sold, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be found. Such removal shall be within 30 days after notification by the building official.~~
- (3) ~~Snipe signs and sandwich signs shall be removed immediately.~~
- (d) ~~Procedure for recording inventory. All of the following required changes in nonconforming signs shall be reported to the building and zoning official and shall be classified as "fee" or "no fee," such classification to be determined in accordance with a prepared list of changes/alterations, relocation, or maintenance descriptions. Such classifications shall declare and record nonconformities and/or a sign meeting the standards of these regulations.~~
 - (1) ~~An owner of a sign who desires to rely on an amortization period longer than that specified in the amortization schedule provided herein, shall file with the code enforcement officer within 30 days of notification of the commencement of amortization regulations, a statement setting forth the cost of the nonconforming sign, the date of erection, and/or the cost and date of the most recent renovation. The Village Commission shall make the final determination on any time extension.~~
 - (2) ~~It shall be the responsibility of the code enforcement officer to make an inventory and a record of all nonconforming signs and to serve notice on the owners or users of such signs. The period of nonconformity shall begin as of the date of this inventory notice and the period of enforced conformity or removal shall begin within 30 days after such notice. Such inventory shall include:~~
 - a. ~~Owner.~~
 - b. ~~Type of sign.~~
 - c. ~~Location.~~

d. ~~Reason for classification as nonconforming.~~

e. ~~Valuation.~~

~~Code of Ordinances Reference—Section 152.077.~~

~~§ 5.3.4—Regulations and specifications.~~

(a) ~~General regulations governing signs. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:~~

(1) ~~Interference with public.~~

a. ~~The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public streets or sidewalks.~~

b. ~~Safety requirements.~~

1. ~~No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "stop," "look," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.~~

2. ~~Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the police department and confirmed by the Village Commission.~~

(2) ~~Immoral nature. Any sign displaying any statement, work, character, or illustration which offends public opinion to the extent that a petition containing at least 50 signatures has been submitted to the Village Clerk requesting a public hearing, shall be removed at the direction of the Village Commission after a public hearing has resulted in a vote for removal.~~

(3) ~~Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.~~

(4) ~~Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.~~

(5) ~~Identification. All signs requiring permits shall be marked with the number of the permit.~~

(6) ~~Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.~~

(7) ~~Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbstone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any structure within the limits of any streets within the Village.~~

(8) ~~Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the right-of-way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right~~

angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

~~(b) Regulations governing specific type signage. Prohibited sign situations:~~

- ~~(1) Off-premise outdoor advertising display (commercial advertising) signs.~~
- ~~(2) Signs within or upon public property and rights-of-way.~~
- ~~(3) Pole (ground) signs projecting over rights-of-way.~~
- ~~(4) Flashing, activated, and animated signs.~~
- ~~(5) Pennants, streamers, spinners, advertising balloons, and all other fluttering, spinning, or similar type signs and advertising devices.~~
- ~~(6) Roof signs; but flat signs may project up to 12 inches above the highest flat roof, parapet, or eave line.~~
- ~~(7) Snipe and sandwich signs.~~
- ~~(8) Provided however, that national flags and flags of political subdivisions of the United States; flags of bona fide civic, charitable, fraternal, and welfare organizations; banner signs; and, during nationally recognized holiday periods, pennants, banners, streamers, and other fluttering, spinning, or similar type advertising devices pertaining to said holiday periods, may be provided on a temporary basis as provided below in this subchapter.~~

~~Code of Ordinances Reference—Section 152.078.~~

~~§ 5.3.5 Sign permits and fees.~~

- ~~(a) No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the building official.~~
 - ~~(1) Before any permit is issued, an application including written approval of the owner of the property shall be filed, together with five sets of drawings, or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the building official with the location, construction materials, manner of illuminating and securing or fastening, number of signs applied for, and the wording of the sign or advertisement to be carried on the sign. For buildings over three stories, the scale shall be 1/8" = 1'0".~~

~~A separate scaled drawing shall be prepared at 1/8" = 1'0" showing dimensions, sizes, colors, materials, and method of installation.~~
 - ~~(2) All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null and void and a new permit shall be required.~~
- ~~(b) The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the building official.~~
- ~~(c) The building official shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the building and zoning official shall not affect any proceedings instituted prior to the removal of the sign.~~
- ~~(d) Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the building official.~~

~~Code of Ordinances Reference—Section 152.079.~~

~~§ 5.3.6 Exempted signs.~~

~~The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit, but in accordance with the structural and safety requirements of the South Florida Building Code and in accordance with [Code of Ordinances] section 152.083.~~

- ~~(1) Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.~~
- ~~(2) Changing of the copy of a bulletin board, poster board, display encasement, or marquee.~~
- ~~(3) Temporary nonilluminated signs, as permitted by the district regulations, advertising real estate for sale or lease, or announcing contemplated improvements of real estate, and located on the premises.~~
- ~~(4) Temporary nonilluminated signs, as permitted by the district regulations, erected in connection with new construction work and displayed on the premises during such time as the actual construction work is in progress. Once the construction work has been completed, such signs shall be removed immediately.~~
- ~~(5) Sign on a truck, bus, or other vehicle while in use in the normal course of business provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.~~
- ~~(6) Temporary political signs within commercial districts. Political signs shall not be permitted in any residential district.~~
- ~~(7) In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the surface valance area of an awning, canopy, roller curtain, or umbrella. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.~~
- ~~(8) Signs posted by the Village.~~

~~Code of Ordinances Reference—Section 152.080.~~

~~§ 5.3.7 Temporary sign permits.~~

~~The building official, upon application as required in [Code of Ordinances section] 152.079, may issue temporary permits for the following signs and displays for a period not exceeding 30 days when, in his opinion, the use of such signs and displays would be in the public interest and would not result in damage to private property:~~

- ~~(1) Signs advertising a special civic or cultural event, such as a fair or exposition, play, concert, or meeting sponsored by a governmental or charitable organization.~~
- ~~(2) Special decorative displays used for holidays, public demonstrations, or promotion of nonpartisan civic purposes.~~
- ~~(3) Special sales promotion displays in a district where such sales are permitted, including displays incidental to the opening of a new business.~~

~~Code of Ordinances Reference—Section 152.081.~~

~~§ 5.3.8 Removal of signs.~~

- (a) ~~Any sign previously associated with a vacated premises shall be removed from the premises by either the owner or lessee not later than 30 days from the time such activity ceases to exist.~~
- (b) ~~Political signs shall be removed within seven days after the last election in which the candidate or issue was on the ballot.~~

~~Code of Ordinances Reference—Section 152.082.~~

~~§ 5.3.9—District sign regulations.~~

- (a) ~~Single family residential (RS-1, RS-2) districts. No sign will be allowed in these districts except the following, or signs otherwise exempted in this subchapter:~~
 - (1) ~~A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the dwelling or building.~~
 - (2) ~~A private directional sign, nonilluminated, not to exceed one square foot in area.~~
 - (3) ~~A temporary nonilluminated real estate sign not to exceed three square feet in area. The sign lettering may contain the name and telephone number of the owner or a registered real estate broker and one or more of the following designations: "For Sale," "For Lease," or "Open For Inspection." ("By Appointment Only" may also be added.) Unless there is a wall or building closer upon which the sign may be placed, it shall be located at least ten feet from any property line, with the top of the sign not more than five feet above the ground. Any such sign shall be immediately removed upon the sale or lease of the lot and/or improvements upon which it is displayed.~~
- (b) ~~Multi-family residential (RM-40, RM-70) districts. No sign will be allowed in these districts except the following, or signs otherwise exempted in this subchapter:~~
 - (1) ~~Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.~~
 - (2) ~~A temporary nonilluminated sign, for a period not to exceed 90 days and not to exceed 12 square feet in area, advertising real estate for sale or for lease, or announcing contemplated improvements of the premises on which the sign is located.~~
 - (3) ~~A temporary nonilluminated sign, not to exceed a total area of 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction work.~~
 - (4) ~~A permanent, nonilluminated, flat or detached identification sign, not to exceed 24 square feet, identifying the name, address, and/or management of a multi-family dwelling, or group of multi-family dwellings. In the case of a detached sign, it shall not be located in any required rear or side yard setback area, nor closer than ten feet from the front property line, nor shall any part of the sign be more than ten feet above the ground.~~
 - (5) ~~Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the business.~~
- (c) ~~Commercial (CG, CL) districts. No sign will be allowed in these districts except the following, or signs otherwise excepted in this section [5.3]:~~
 - (1) ~~Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.~~

- (2) ~~A temporary nonilluminated sign, not to exceed 12 square feet, advertising real estate for sale or for lease. A temporary nonilluminated sign may announce contemplated improvements of real estate, provided such sign does not exceed 24 square feet.~~
- (3) ~~A temporary nonilluminated sign, not to exceed 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction. Once construction has been completed, the sign shall be removed immediately.~~
- (4) ~~A permanent flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multi-story building, only the first floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area. In no case shall signs be permitted on any wide bay frontage.~~

~~All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.~~

~~For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.~~

- (5) ~~A projection sign, placed at an angle of 90 degrees from the building, and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only in which case there is no restriction on proximity (see Figure 4).~~

~~All adjacent, contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.~~

- (6) ~~A permanent, detached illuminated sign may be permitted, not to exceed a total area of 100 square feet. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located on the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.~~
- (7) ~~Detached signs shall be located in a pervious landscaped area or planter. The minimum size of the landscape area shall be equal to the area of the sign copy. No detached signs which lawfully existed prior to the adoption of the "landscape area requirement" shall be deemed non-conforming solely because it does not comply with the "landscape area requirement."~~
- (8) ~~Decals, painted signs, or paper, cardboard, or other temporary signs. A temporary window sign may be attached to street frontage windows. However, the total area of such signs shall not exceed ten percent of the total area of such windows and doors or within five feet of the rear of the window (see Figure 4).~~



✦ Counts towards number of sign informational items.

✱ Maximum of 25% of window/door area.

⊘ Paper Sign - max. 10% of window/door area.

□ Maximum of 10% of ground floor facade area.

- NOTE:
- o Facade wall signage and large window signage (greater than 3" in height) shall not exceed 10 sign information items.
 - o No sign shall be placed on a structure so that it will disfigure or conceal architectural features or details of a structure.
 - o Facade signage shall be proportionate to the facade on which it is located respecting the integrity of the architecture of the building.
 - o Size and location of any sign shall be proportional to the scale of the existing structure and compatible with adjacent signage.
 - o The use of lettering and signs design shall enhance the architecture and character of the facade on which the sign is located.



B. After



A. Before

Before and After

§ 5.4 — Design standards for coastal sites.

§ 5.4.1 — Dade County Shoreline Development Review.

All development directly abutting North Bay Village's shoreline, except single-family and duplex development, is subject to the requirements of the Miami-Dade County Shoreline Development Review (Ordinance 85-14) which includes standards for setbacks and visual corridors.

An applicant requesting development within the shoreline development review boundary shall obtain approval from the Miami-Dade County Shoreline Development Review Committee, prior to the second public hearing before the Village Commission of North Bay Village.

Applications for shoreline development review are obtained from and submitted to the Miami-Dade County Development Impact Committee Department by the applicant. Prior to applying for shoreline development review, approval for construction or structural alteration of any dock, pier, piling, seawall, or any similar structure in or over the waters in the corporate limits of the Village, Village Commission approval shall be required. Prior to applying for shoreline development review for construction of any marina, approval from both the planning and zoning board and Village Commission shall be required.

Appendix D contains the shoreline development review manual, boundary map and shoreline review checklist and questionnaire.

~~(Ord. No. 2006-02, § 1, 1-10-06)~~

~~§ 5.4.2 Coastal construction within Biscayne Bay (North Bay Village approval).~~

~~(a) Application procedure—Private docks.~~

- ~~(1) Plans and specifications for construction, reconstruction or repair of docks, piers, pilings, bulkheads, or similar structures must be approved by the Village Manager and building official and a written permit must be received from the building official prior to any construction, maintenance activity, structural alteration, or dredging and filling in waters within the corporate limits of north bay village. The building official shall not issue such permits until all required state and county permits are first obtained by the applicants. Copies of all such permits shall be provided to the Building Official with the construction application.~~
- ~~(2) All applications for construction or structural alterations (but not repairs) of buildings, docks, piers, seawalls, or similar structures must receive approval from the Village Commission.~~

~~Code of Ordinances Reference—Section 150.11.~~

~~(b) Design Guidelines.~~

- ~~(1) No construction, reconstruction, or repairs shall extend more than 25 feet perpendicular from the seawall or shoreline.~~
- ~~(2) No dock, pier, piling, or similar structure shall be erected unless it is set back a minimum of 7½ feet from the lot line on each side. The structure shall not exceed five feet above ground level unless a "joint dock" is first approved by the Village Commission.~~

~~Code of Ordinances Reference—Section 150.11.~~

~~(c) Application procedure—Marinas.~~

- ~~(1) All marina plans shall be approved by the U.S. Corps of Engineers, state internal improvement board, Village Engineer, building official, Village Manager, the planning and zoning board, and Dade County DERM, prior to being submitted to the Village Commission for its approval. Marina is defined as any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, or vessels, or houseboats on land or on water. There are two classifications for marinas:
 - ~~a. Ancillary. A secondary operation to the primary function of a hotel, apartment or club which permits the use of the facilities exclusively to the tenants of the apartment, or guests of the hotel or club~~
 - ~~b. Business. Any marina not included in the foregoing definition of "ancillary."~~~~

~~Code of Ordinances Reference—Section 150.12.~~

~~(d) Design guidelines shall include:~~

- ~~(1) Each space intended for a vessel must be provided with an anti-backflow valve, a sewer connection and proper equipment to reach the Village sewer line, and a permanent supply of electricity.~~
- ~~(2) Each boat berth or docking site must provide one automobile parking space.~~
- ~~(3) Before any license shall be issued or renewed for any line or pipe carrying inflammable fuel or other fluid, the Village Engineer must examine and approve the facilities.~~

~~§ 5.5 Stormwater management.~~

- ~~(a) The design and performance of all stormwater management systems in North Bay Village at a minimum shall comply with Florida Department of Environmental Regulations (FDER) stormwater rule Chapter 17-25 (FAC) which requires removal of 80 to 95 percent of stormwater pollutants prior to their discharge into receiving waters. Furthermore, this rule requires treatment by retention or by detention with filtration of the first inch of runoff for sites containing less than 100 acres.~~
- ~~(b) FDER has delegated the authority to permit stormwater management in South Florida to the South Florida Water Management District which, in turn, has delegated its authority in Dade County to DERM with its more stringent criteria.~~
- ~~(c) Design requirements. To comply with the foregoing standards, the following requirements shall be met:
All new development and redevelopment within the Village, and any future repair, maintenance, or rebuilding of the existing system shall at minimum, conform to Dade County DERM regulations.~~
- ~~(d) In North Bay Village, DERM requirements to be met are:
 - ~~(1) Rainfall frequency—Five year.~~
 - ~~(2) Flood limit—To crown of street or to within 15 feet of a dwelling or other occupied building, whichever is lower.~~~~

~~§ 5.6 Minimum safe and sanitary dwelling unit standards.~~

~~The following shall be the minimum standards to be enforced in North Bay Village relative to the safe and sanitary maintenance of dwellings and dwelling units.~~

- ~~(1) All foundation walls shall be structurally sound, reasonably rodentproof, and maintained in good repair.~~
- ~~(2) Foundation walls shall be considered to be sound if they are capable of bearing imposed loads and are not deteriorated.
 - ~~a. Every dwelling unit shall be reasonably weathertight, watertight, and rodentproof. Floors, walls, ceilings, and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair. Windows and exterior doors shall be reasonably weathertight, watertight and rodentproof, and shall be maintained in good working condition. All parts of the structure that show evidence of rot or other deterioration shall be repaired or replaced.~~
 - ~~b. Every inside and outside stairway, porch, and every appurtenance thereto, shall be maintained in a safe condition and be capable of supporting loads which normal use may impose.~~
 - ~~c. Every chimney and smoke pipe, and all flue and vent attachments thereto, shall be maintained in such condition that there will be no leakage or backing up of smoke and noxious gases into the dwelling.~~
 - ~~d. All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved protective coating applied in a workmanlike fashion.~~
 - ~~e. Every plumbing fixture, water pipe, waste pipe, and drain shall be maintained in good sanitary working condition, free from defects, leaks, and obstructions.~~
 - ~~f. The floor surface of every water closet compartment, bathroom, and shower room shall be maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.~~
 - ~~g. Every supplied facility, piece of equipment, or utility shall be maintained in a safe and satisfactory working condition. No owner or occupant shall cause any service, facility, equipment, or utility required to be removed from or discontinued for any occupied dwelling~~~~

~~or dwelling unit except for such temporary interruption as may be necessary while actual repairs, replacement, or alterations are in process.~~

~~h. For these purposes, every owner of a building containing three or more dwelling units, shall provide the continuing service of a person or persons solely to assure that the minimum requirements of maintenance and sanitation, as provided herein are maintained on the premises at all times.~~

~~i. The provisions of the Dade County Minimum Housing Code shall apply as a minimum standard for Village enforcement.~~

~~§ 5.7—Screening of mechanical equipment.~~

~~Lack of, or inadequate screening of, mechanical equipment can have negative visual impacts on the Village's streetscape, ambient landscape, and community image. Such impacts shall be minimized through compliance with the following requirements for new construction:~~

~~1. Mechanical equipment located on the ground, such as air conditioning units, heating units, satellite dishes, irrigation pumps, propane tank displays and refilling areas, and the like shall be screened from public view. Screening shall, at a minimum be at the same height as the equipment. Structural screening shall be architecturally integrated into the overall project design and shall be compatible, in terms of style, construction materials, colors, and finish, with the principle structure(s). Landscaping may be substituted for structural screening if plantings are compatible with the landscape plan for the project and are of such size and maturity as to be able to provide a fully opaque screen at time of planting.~~

~~2. Equipment and appurtenances mounted on roof tops shall be kept to a minimum. All exposed roof top mounted equipment and appurtenances shall be fully screened from view from any public right of way. All screening shall, at a minimum be at the same height as the equipment and appurtenances. Screening shall be an integral part of the design of the building(s) and shall be architecturally consistent with the style, colors, construction materials and finish of the building(s). Painting of exposed appurtenances to blend with the color of adjacent materials of the building may be approved where utilization of approved roof designs precludes full screening of exposed surfaces.~~

~~(Ord. No. 2002-24, § 1, 10-8-02)~~

~~Chapter 6—FLOOD DAMAGE PREVENTION⁽¹⁾~~

~~Footnotes:~~

~~—(1)—~~

~~Cross-reference—References to numbers, § 1-6.~~

~~§ 6.1—Statutory authorization, findings of fact, purpose and objectives.~~

~~(a) The legislature of the State of Florida has in F.S. chs. 125 and 163 delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Village Commission of North Bay Village, Florida has passed the above-named ordinance.~~

~~(b) Findings of fact.~~

- (1) ~~The flood areas of North Bay Village are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.~~
- (2) ~~These flood losses are caused by the cumulative effects of obstructions in flood hazard areas causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damage.~~
- (c) ~~Statement of purpose. It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:~~
 - (1) ~~Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;~~
 - (2) ~~Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;~~
 - (3) ~~Control the alteration of natural water flows and natural protective barriers which are involved in the accommodation of flood waters;~~
 - (4) ~~Control filling, grading, dredging and other development which may increase erosion or flood damage; and~~
 - (5) ~~Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.~~
- (d) ~~Objectives. The objectives of this ordinance are:~~
 - (1) ~~To protect human life and health;~~
 - (2) ~~To minimize expenditure of public money for flood control;~~
 - (3) ~~To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;~~
 - (4) ~~To minimize prolonged business interruptions;~~
 - (5) ~~To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodprone areas;~~
 - (6) ~~To help maintain a stable tax base by providing for sound use and development of floodprone areas and;~~
 - (7) ~~To ensure that potential homebuyers are notified that property is in a floodprone area.~~

~~§ 6.2 Definitions.~~

~~Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.~~

~~Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls in new construction.~~

~~Appeal means a request for a review of the building official's interpretation of any provision of this ordinance or a request for a variance.~~

~~Area of special flood hazard is the land in the floodprone area within a community subject to a one per cent chance of flooding in any given year.~~

~~Base flood means the flooding having a one percent chance of being equaled or exceeded in any given year.~~

~~Building means any structure built for support, shelter, or enclosure for any occupancy or storage.~~

~~Coastal high hazard areas means the area subject to velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a FIRM as Zone V1-30, VE or V.~~

~~Development means any man-made changes to improved or unimproved real estate, including, but not limited to: building or other structure, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.~~

~~Elevated building means a non-basement building built to have the lowest floor elevated above ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), or shear walls.~~

~~Existing construction means any structure for which the "start of construction" commenced before June 18, 1984 ⁽²⁾.~~

~~Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the areas of special flood hazard have been defined as Zone A.~~

~~Flood insurance rate map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.~~

~~Flood insurance study means the official report provided by FEMA. The report contains flood profiles, as well as the flood boundary map and the water surface elevation of the base flood.~~

~~Floor means the top surface of an enclosed area in a building, i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking of vehicles.~~

~~Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking for loading and unloading of cargo or passengers, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.~~

~~Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the building.~~

~~Historic structure means any structure that is:~~

- ~~(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;~~
- ~~(2) Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;~~
- ~~(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior;~~
- ~~(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - ~~a. By an approved state program as determined by the Interior, or~~
 - ~~b. Directly by the secretary of the interior in states without approved programs.~~~~

~~Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).~~

~~National Geodetic Vertical Datum (NGVD) as corrected in 1929, is a vertical control used as a reference for establishing elevations within the floodplain.~~

~~New construction means any structure for which the "start of construction" commenced after June 18, 1984. The term also includes any subsequent improvements to such structure.~~

~~(3) Start of construction includes substantial improvement, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site such as the pouring of slabs or footings, installation of pilings, construction of columns, or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.~~

~~Structure means a walled and roofed building that is partly above ground.~~

~~Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of market value of the structure before the damage occurred.~~

~~Substantial improvement means any combination of repairs, construction, alteration, or improvements including any additions to a building taking place during a minimum five-year period in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building should be (1) the appraised value of the building at the start of the initial repair or improvement, or (2) in case of damage, the value of the building prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the code enforcement official and which are solely necessary to assure safe living conditions.~~

~~Footnotes:~~

~~—(2)—~~

~~The date of adoption of Dade County Floodplain Management Ordinance.~~

~~—(3)—~~

~~Not to be deemed synonymous with date of Notice of Commencement as provided in F.S. § 713.13, 1991.~~

~~§ 6.3 General provisions.~~

- ~~(a) Lands to which this ordinance applies. This ordinance shall apply to all areas within the jurisdiction of North Bay Village.~~
- ~~(b) Basis for establishing the areas of special flood hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study, dated November 4,~~

1987 with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and declared to be a part of this ordinance.

- ~~(c) Establishment of development permit. A development permit shall be required in conformance with provisions of this ordinance prior to the commencement of any development activities.~~
- ~~(d) Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.~~
- ~~(e) Abrogation and greater restrictions. This ordinance shall not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.~~
- ~~(f) Interpretation. In the interpretation and application of this ordinance all provisions shall be:
 - ~~(1) Considered as minimum requirements;~~
 - ~~(2) Liberally construed in favor of the officers and agents of the Village; and~~
 - ~~(3) Deemed neither to limit nor repeal any other powers granted under state statutes.~~~~
- ~~(g) Warning and disclaimer of liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Flood heights may be increased by man-made or natural causes. This ordinance shall not create liability on the part of North Bay Village or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully thereunder.~~
- ~~(h) Penalties for violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 60 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violations continue shall be considered a separate offense. Nothing herein contained shall prevent North Bay Village from taking such other lawful actions as is necessary to prevent or remedy any violation.~~

~~§ 6.4 Administration.~~

- ~~(a) Designation of building official. The building official is hereby appointed to administer and implement the provisions of this ordinance.~~
- ~~(b) Permit procedures. Application for a development permit shall be made to the building official on forms furnished by him or her prior to any development activities, and may include, but not be limited to: the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed earthen fill; storage of materials or equipment; drainage facilities; and the location of the foregoing. Specifically, the following information is required:
 - ~~(1) Application stage.
 - ~~a. Elevation in relation to mean sea level of the proposed lowest floor of all buildings.~~
 - ~~b. Elevation in relation to mean sea level to which any nonresidential building will be flood-proofed.~~
 - ~~c. Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the flood-proofing criteria in section 6.5(b)(2).~~~~
 - ~~(2) Construction stage. Provide a floor elevation or flood-proofing certification after the lowest floor is completed, or instances where the building is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. Upon placement of the lowest floor, or flood-proofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the building official a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest portion of the horizontal~~~~

structural members of the lowest floor, whichever is applicable, as built, in relation to mean sea level.

Said certification shall be prepared by or under the supervision of a registered land surveyor or professional engineer and certified by same. When flood-proofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.

The building official shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections hereby, shall be cause to issue a stop-work order for the project.

~~(c) Duties and responsibilities of the building official. Duties of the building official shall include, but not be limited to:~~

- ~~(1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied;~~
- ~~(2) Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit.~~
- ~~(3) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved buildings, in accordance with section 6.4(b)(2).~~
- ~~(4) Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with section 6.4(b)(2).~~
- ~~(5) When flood-proofing is utilized for a particular building, the building official shall obtain certification from a registered engineer or architect, in accordance with section 6.5(b)(2).~~
- ~~(6) Where interpretations as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the building official shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.~~
- ~~(7) When base flood elevation data have not been provided in accordance with section 6.3(b), then the building official shall obtain, review, and reasonably utilize any base flood elevation available from a federal, state, or other source, in order to administer the provisions of section 6.5.~~
- ~~(8) In coastal high hazard areas, certification shall be obtained from registered professional engineer or architect that the building is designed and securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.~~
- ~~(9) In coastal high hazard areas, the building official shall review plans for adequacy of break-away walls in accordance with section 6.5(b)(4)h.~~

~~(d) Variance requirements.~~

- ~~(1) The planning and zoning board, as established by North Bay Village, shall hear requests for variances from the requirements of this ordinance, in accordance with the procedures prescribed for requests for amendment, variance, special use exception, or supplement to the zoning regulations in sections 152.095 through 152.097 of the Village Code. The planning and zoning board shall submit its recommendations to the Village Commission for final action on such requests pursuant to procedures therein prescribed, provided, however, that the criteria for granting variances from this ordinance shall be those set forth hereinafter.~~

- (2) ~~Conditions and criteria of granting of variances. In considering such applications, the planning and zoning board and Village Commission shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:~~
- ~~a. The danger that materials may be swept onto other lands to the injury of others;~~
 - ~~b. The danger to life and property due to flooding or erosion damage;~~
 - ~~c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;~~
 - ~~d. The importance of the services provided by the proposed facility to the community;~~
 - ~~e. The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;~~
 - ~~f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;~~
 - ~~g. The compatibility of the proposed use with existing and anticipated development;~~
 - ~~h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;~~
 - ~~i. The safety of access to the property in times of flood for ordinary and emergency vehicles;~~
 - ~~j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, and the effects of wave action, if applicable, expected at the site;~~
 - ~~k. The costs of providing governmental services during and after the flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges;~~
 - ~~l. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building;~~
 - ~~m. Variances shall only be issued upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship, and, (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinance.~~
 - ~~n. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the building is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.~~
 - ~~o. The building official shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency.~~
- (3) ~~Variances for historic structures. Variances may be issued for the repair or rehabilitation of historic structures (see definition) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.~~
- (4) ~~Upon consideration of the factors listed above, and the purposes of this ordinance, the planning and zoning board and Village Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.~~
- (e) ~~Appeals. The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.~~

~~5-6.5 Provisions for flood hazard reduction:~~

~~(a) General standards. In all areas of special flood hazard the following provisions are required:~~

- ~~(1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.~~
- ~~(2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.~~
- ~~(3) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.~~
- ~~(4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~
- ~~(5) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;~~
- ~~(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.~~
- ~~(7) On site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.~~
- ~~(8) Any alteration, repair, reconstruction, or improvements to a building which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.~~
- ~~(9) Any alteration, repair, reconstruction, or improvements to a building which is not in compliance with the provisions of this ordinance, shall be undertaken only if said nonconformity is not furthered, extended, or replaced.~~

~~(b) Specific standards. In all areas of special flood hazard where base flood elevation data have been provided, as set forth in sections 6.3(b) or 6.4(c)(11), the following provisions are required:~~

- ~~(1) Residential construction. New construction or substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with the standards of section 6.5(b)(3).~~
- ~~(2) Nonresidential construction. New construction or substantial improvement of any commercial, industrial, or nonresidential building shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.~~

~~Buildings located in all A-Zones may be flood-proofed in lieu of being elevated provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in section 6.4.~~

- ~~(3) Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finishing living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.~~

~~a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:~~

1. ~~Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;~~
 2. ~~The bottom of all openings shall be no higher than one foot above grade; and~~
 3. ~~Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.~~
- b. ~~Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and~~
- c. ~~The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.~~
- (4) ~~Coastal high hazard areas (V Zones). Located within the areas of special flood hazard established in section 6.3(b), are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash, therefore, the following provisions shall apply:~~
- a. ~~All buildings shall be located five feet landward of the reach of the mean high tide;~~
 - b. ~~All buildings shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than five feet above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with section 6.5(b)(4)h.;~~
 - c. ~~All buildings or structures shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. Water loading values shall equal or exceed the base flood. Wind loading values shall be in accordance with the South Florida Building Code.~~
 - d. ~~A registered professional engineer or architect shall certify that the design, specifications, and plans for construction are in compliance with the provisions contained in section 6.5(b)(4)b., c., and d. of this ordinance.~~
 - e. ~~There shall be no fill used as structural support. Noncompacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free from obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The building official shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:~~
 1. ~~Particle composition of fill material does not have a tendency for excessive natural compaction;~~
 2. ~~Volume and distribution of fill will not cause wave deflection to adjacent properties; and~~
 3. ~~Slope of fill will not cause wave runoff or ramping.~~
 - f. ~~There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage;~~
 - g. ~~Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action, without damage to structural integrity of the building on which they are to be used and provided the following design specifications are met:~~
 1. ~~No solid walls shall be allowed, and;~~
 2. ~~Material shall consist of lattice or mesh screening only.~~

~~h. If aesthetic lattice work or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.~~

~~i. Prior to construction, plans for any buildings that will have lattice work or decorative screening must be submitted to the building official for approval.~~

~~j. Any alteration, repair, reconstruction, or improvement to a structure shall not enclose the space below the lowest floor except with lattice work or decorative screening, as provided for in section 6.5(b)(4)h. and i.~~

~~(c) Standards for subdivision proposals.~~

~~(1) All subdivision proposals shall be consistent with the need to minimize flood damage;~~

~~(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;~~

~~(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and~~

~~(4) Base flood elevation data shall be provided for subdivision proposals and other proposed development.~~

~~APPENDIX A [APPLICATIONS]~~

~~NORTH BAY VILLAGE~~

~~Date ;daterule;~~

~~Application for NONUSE Variance as described in section 152.0971, Ordinance 89-04, 11-14-89.~~

~~AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 (ZONING) AND ADDING A NEW SUBSECTION 152.0971 TO BE TITLED "NON-USE VARIANCES"; PROVIDING FOR THE CONSIDERATION AND GRANTING OF NON-USE VARIANCES BY THE VILLAGE COMMISSION; DEFINING NON-USE VARIANCES; SETTING GUIDELINES AND CRITERIA FOR GRANTING VARIANCES; REPEALING ALL ORDINANCES IN CONFLICT; AUTHORIZING CODIFICATION; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE~~

~~Applicant's Name _____ Phone ;daterule;~~

~~Address of Subject Variance:~~

~~_____~~

~~Request Variance of ORD. # ;daterule; _____ ;daterule;~~

~~Existing Ordinance Section ;#rule; _____ ;#rule; _____ ;#rule; _____ ;#rule;~~

~~_____~~

~~What Change Requested _____~~

~~_____~~

~~Reason _____~~

~~_____~~

Property Owner/Condo President/Other Approval

All applications to be in the Building Department three weeks prior to Village Commission Monthly Meeting, with all documents attached.

Twenty Dollars (\$20.00) Review Fee as described in ORD. 90-10 (151.11) is hereby acknowledged

Approval As To Form

Building Official

Planning _____ & _____ Zoning _____ Board
Date: _____

**VILLAGE OF NORTH BAY VILLAGE
APPLICATION FOR HEARINGS AND NOTICES BEFORE
THE PLANNING AND ZONING BOARD**

I (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration and review of this petition, including any approvals by the Planning & Zoning Board and staff of North Bay Village, no right shall vest on behalf of the applicant which would be enforceable against the Village until after a public meeting is held by the Village Commission and the Village Commission has voted favorably on the proposed petition. I (We) further acknowledge that I have read and understood sections 12-2, 12-11-3, 12-11-9, and 12-11-4 of the Code and Conditions for appearance before the Planning and Zoning Board and Village Commission. Any person submitting false information or misrepresentation in their presentation shall have all privileges granted to them by the Planning & Zoning Board and Village Commission revoked.

Authorized Signature: _____

Sworn to and subscribed before me this ;#rule; date of ;daterule; 19_____

My commission expires:

____ Notary Public _____

Fees: Publication Notices: \$;daterule;

Date Paid ;daterule;

Other Fees: \$;daterule; Date Paid ;daterule;

APPENDIX B - BUILDING PERMIT APPLICATION

INSTRUCTIONS FOR OBTAINING A PERMIT:

ALL APPLICATIONS FOR PERMIT, BUILDING, ELECTRICAL, PLUMBING, or MECHANICAL MAY ONLY BE SIGNED BY THE COMPANY QUALIFIER. IF THE APPLICATION IS NOT SIGNED IN FRONT OF THE PERMIT CLERK, IT MUST BE NOTARIZED.

CONTRACTOR MUST SUPPLY THE BUILDING DEPARTMENT WITH THE FOLLOWING:

1. _____ DADE COUNTY MUNICIPAL CONTRACTOR'S OCCUPATIONAL LICENSE

~~NOTE: NORTH BAY VILLAGE must be included in the list of Cities where the Contractor is registered to work.~~

- ~~2. CERTIFICATE OF COMPETENCY FOR THE COMPANY AND THE QUALIFIER~~
- ~~3. ALL STATE LICENSES~~
- ~~4. CERTIFICATE OF GENERAL LIABILITY INSURANCE & WORKER'S COMPENSATION~~

~~NOTE: ALL LICENSES MUST BE SIGNED!!~~

~~IF THE WORK YOU ARE GOING TO DO IS FOR A CONDOMINIUM YOU NEED:~~

~~A LETTER OF APPROVAL SIGNED BY AN OFFICER OF THE CONDOMINIUM ASSOCIATION.~~

~~IF THE WORK YOU ARE GOING TO DO IS FOR A RENTAL PROPERTY YOU NEED:~~

~~A LETTER OF APPROVAL SIGNED BY THE OWNER OF THE PROPERTY (OR HIS REPRESENTATIVE),~~

~~TWO (2) COPIES OF A DRAWING SHOWING PROPOSED WORK, LOCATION, MATERIAL TO BE USED, PRODUCT APPROVALS AND ANY OTHER PERTINENT MATERIAL.~~

~~IF YOU HAVE ANY QUESTIONS PLEASE CONTACT (305) 754-6740.~~

~~APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER~~

~~STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
2740 CENTER VIEW DRIVE, TALLAHASSEE, FLORIDA 32389~~

~~BOB MARTINEZ THOMAS G. PELHAM
Governor Secretary~~

~~June 4, 1990~~

~~Mr. James DiPietro,
City Manager
City of North Bay Village
7903 East Drive
North Bay Village, Florida 33141~~

~~Dear Mr. DiPietro:~~

~~Thank you for your letter dated April 10, 1990, concerning the level of Service (LOS) standards for recreation and open lands for the City of North Bay Village. As you know, the city has adopted an LOS standard of 2.75 acres per 1,000 population. This policy requires that the City maintain a ratio of 2.75 acres of recreational lands for every 1,000 residents.~~

~~These recreational lands can be activity based recreational facilities, such as the neighborhood and community parks, which the Recreation and Open Space Element clearly identifies as 5 and 20 acre minimum size sites. They can be passive resource based recreational lands, which policy 10.1.1, states will be defined as open space in the local zoning code, or they can be privately owned lands and/or facilities which are available to the resident public. Table 10-3 of the support documentation of the Recreation and Open Space Element indicates that approximately 17 acres is needed for future needs.~~

~~The analysis on page 10-5 and 10-6 states that 9 acres of recreational land exist at the Treasure Island Elementary School, that the city owns a small parcel dedicated as a tot lot, that private recreational facilities such as swimming pools and tennis courts exist within multifamily residential developments and that over~~

90 percent of resident population has direct beach access. In addition, the future Recreational Needs analysis states that "... because of the unique land characteristics of North Bay Village, the availability of private recreational opportunities within multi-family complexes, the addition of the tot lot, the school's recreational facilities, and the availability of regional park facilities within 20 to 30 minute driving distance, additional recreation facilities, while certainly desirable, will not be necessary to meet future needs."

The support documentation clearly states that there are adequate existing recreational lands to maintain the adopted LOS throughout the planning period, and the City has adopted Objective 10.1 and the associated policies numbered 10.1.1, .3, .4, .5, .6, and .9, which as they are implemented, will increase this already adequate acreage total. However, this supporting analysis does not clearly calculate the exact acreage. Therefore, I recommend that the city revise and update the support documentation for this section of the plan and clearly identify and quantify the amount of passive resource based recreational lands, including linear beach and waterfront acreages, and privately owned facilities, available to City residents. Since this support material is not part of the adopted plan, there is no need for a plan amendment.

If you have any further questions, or require any additional information, please do not hesitate to contact Tony Arrant, Planning Manager, Field Technical Assistance, at (904) 922-5438.

Sincerely,

Robert _____ G. _____ Nave, _____ Chief
Bureau of Local Planning

Enclosures

RGN/tab

Original dated May 10, 1990

Footnotes:

APPENDIX D—SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE

In conjunction with reviewing the Shoreline Development Review Ordinance (85-14) and the Shoreline Development Review Manual (Resolution 257-85) this checklist and questionnaire shall be completed.

The following information shall be required to complete the shoreline development review:

1. A completed shoreline application form which shall include a brief description of all major elements of the project that require coastal construction, building, zoning, or site plan permits or approvals, indicating approving agency, type of approval, date of request (or anticipated date of application) for all required local, regional, state, and federal approvals.
2. Documentation of zoning and ownership of the parcel, including all uplands and submerged lands.
3. A survey showing the location and height of all existing buildings, trees, natural, and archeological features.
4. A site plan including the following information: location of lot lines and setbacks; location, shape, size, and height of existing and proposed buildings, structures and accessory structures, decorative walls and entrance features; location of on-site and off-street parking, loading facilities, service areas, and waste collection areas; location of all streets, alleys, driveways, pedestrian ways, and sidewalks.
5. Floor plans and elevations of all buildings, structures, and accessory structures.

6. ~~A landscape plan including the location, variety, size, and condition of all existing trees; the location, variety, size, quality and quantity of all proposed trees and ground cover; all proposed fences; decorative walls, berms; landscaped areas; and buffers. Location of all public spaces and visual corridors plus landscaping, materials, outdoor furniture, lighting, and trash receptacles to be used in public and private areas along the shoreline. Wherever applicable, site and landscaping should indicate how all historic or archeological features will be incorporated into the site plan.~~
7. ~~Figures indicating the following: gross and net acreage; amount of landscaped open space in square feet required and provided; amount of building coverage at ground level in square feet; total trees and shade canopy required and provided; parking required and provided; total amount of paved area in square feet; such other design data as may be needed to evaluate the project.~~

~~Note: All plans must be signed and sealed by a registered architect and/or landscape architect.~~

~~Please answer the following questions as they relate to:~~

~~Shoreline Setbacks~~

~~Is the required shoreline setback met?~~

~~If no, explain.~~

~~Are there any buildings, accessory uses, above-grade structures, ancillary structures, or other uses in the shoreline setback area?~~

~~If yes, explain.~~

~~Side Setbacks~~

~~Are the required shoreline (25.0 ft; minimum) and applicable municipal side setbacks met?~~

~~If no, explain.~~

~~Visual Corridor~~

~~Is there an unimpeded visual corridor from the public roadway to the water's edge that equals 20% of the width of the property (20.0 ft; minimum, 100.0 ft; maximum required)?~~

~~If no, explain.~~

~~Other~~

~~Are there any additional public or private amenities such as a shoreline walkway, a park, a dock (see DERM design manual), a fishing pier, a boardwalk, or a viewing platform being provided?~~

~~If yes, describe.~~

~~To the best of your knowledge and for those items that are applicable, does this project adhere to the Design Guidelines for the Shoreline Setback Area (section A), the Design Guidelines and Minimum Standards for the Shoreline Walkway (section B), and the Design Considerations for Fishing Piers (section C) as discussed in the Shoreline Development Review Manual (Reso. 275-85)?~~

~~If no, explain.~~

~~Note: Shoreline and side setbacks and visual corridors must be provided except where it would be impossible or highly impractical to meet said requirements as a result of the size or configuration of the subject site.~~

ATTACHMENT A
SHORELINE DEVELOPMENT REVIEW MANUAL

Section A. ~~Design Guidelines for Shoreline Setback Area~~

1. ~~Said shoreline setback shall be landscaped and designed: to provide shade and comfortable pedestrian use and shoreline walkways; to frame views and vistas of water and other shoreline areas; to screen less aesthetic uses; and to provide a variety of visual experiences for the users of the shoreline setback area, as well as users and viewers from the street, from the water, and from within the development at both ground elevation and high elevation. The transition from land to water shall be softened by the use of materials such as riprap, wood structures, and appropriate species of plants. Plant materials shall be selected or preserved on-site, on the basis of salt tolerance and longevity, wildlife and environmental values, hardness, insect and disease resistance, wind tolerance, drought resistance, low maintenance requirement, and compatibility with existing natural areas or features. Plant materials should preferably be native, chosen for attractiveness of form, color and texture.~~
2. ~~Water dependent uses such as approaches to piers or docks shall be permitted within said shoreline setback.~~
3. ~~Water related uses that are designed to encourage public use and enjoyment of the water's edge such as restaurants, outdoor cafes, and boat rental facilities and/or shoreline walkways shall be permitted within said shoreline setback area. Where a shoreline walkway is provided then a covenant with provisions for maintenance of said facilities in perpetuity shall be required.~~
4. ~~Ground-level parking, trash dumpsters, grease traps, trash transfer stations or facilities, loading docks, storage areas, and court games with enclosures shall be prohibited in the shoreline setback area.~~
5. ~~Trees shall be a minimum height of 10 feet overall immediately after planting, and shall have a minimum trunk caliper of 2½ inches. Tree canopy shall provide a minimum of 50% shade over all pedestrian and use areas within five years. Shrubs shall be of sufficient size to assure their survival and spaced closely enough to provide 100% of ground coverage within one year of planting.~~
6. ~~All environmentally sensitive areas shall be protected. Natural ecosystems shall be preserved to the maximum extent possible. Existing natural features (rock outcroppings, topographic undulations, etc.) shall be preserved, utilized, and enhanced.~~
7. ~~Climatic comfort shall be provided by amelioration and utilization of existing and potential microclimatic conditions, including seasonal aspects of summer heat and humidity, and winter cold spells and wind protection.~~
8. ~~Sun position and intensity shall be considered as a prime controlling factor in human comfort, in plant selection and location, in furniture placement, and visibility. Shading from architectural elements shall likewise be considered. Deciduous trees should preferably be used in areas where winter use is to be encouraged.~~

Section B. ~~Design Guidelines and Minimum Standards for the Shoreline Walkway~~

1. ~~The shoreline walkway shall generally consist of the following subareas:~~
 - a. ~~Edge~~ ~~The interface between the land and the water.~~
 - b. ~~Safety Buffer~~ ~~A landscaped area between the shoreline walkway and the water's edge.~~
 - c. ~~Pedestrian Walkway~~ ~~A minimum six foot wide shoreline pedestrian promenade or walkway/surface.~~
 - d. ~~Passive Space~~ ~~A place for amenities such as benches, landscaping, shade structures, drinking fountains, trash receptacles, and signage generally landside of the pedestrian walkway.~~

Note: Subareas a, b and d, may vary in width within the shoreline setback in order to allow the pedestrian walkway to meander and/or change axis. Subareas shall be designed according to the guidelines and criteria included below.

2. ~~Transitional Security Strip—Landside of the shoreline walkway area may be provided to separate the public shoreline walkway from the private space. This strip shall be in harmony with and not interrupt the continuity of the public shoreline walkway area.~~

3. ~~Design Guidelines for the Public Shoreline Walkway and the Transitional Security Strip~~

a. ~~Edge Subarea~~

- 1) ~~Riprap should be placed along any new or existing bulkhead, seawall, or shoreline where a shoreline walkway is constructed or reconstructed. When installed, riprap shall be placed in accordance with the provisions of Chapter 24 of the Code of Metropolitan Dade County, Florida.~~
- 2) ~~The top of the seawall/bulkhead shall be a minimum of 6;inch; and a maximum of 8;inch; higher than the pedestrian walkway surface. The landside edge of the seawall/bulkhead shall be beveled at a 45-degree angle.~~

b. ~~Safety Buffer Subarea~~

- 1) ~~The safety buffer subarea shall be designed, primarily with plant materials to keep persons a safe distance from the water's edge. Where appropriate, a change in elevation may be used to define this subarea.~~
- 2) ~~Where landscaping, rough paving, changes in elevation, or other means of defining the safety subarea are impossible, or if the pedestrian walkway is located at the water's edge, then a barrier at the water's edge shall be installed. When used, such a barrier shall be as visually transparent as possible, such as a simple railing.~~

c. ~~Pedestrian Walkway Subarea~~

- 1) ~~The pedestrian walkway subarea or promenade shall be at least 6 feet wide. Provided that the minimum width is met, the width may vary and the alignments of the pedestrian walkway may meander within the shoreline setback area.~~
- 2) ~~Where public pedestrian walkway(s) are already designed or built on adjacent properties or where there are adjacent public rights-of-way, the pedestrian walkway shall be designed and built to align with those adjacent features.~~
- 3) ~~Some passive areas shall be allowed on the water side of the walkway within the safety buffer subarea so that people can sit near the water's edge. It shall, however, be limited to 25% of the length of the property so that the pedestrian view is maintained.~~
- 4) ~~The pedestrian walkway shall be designed in accordance with the standards for accessibility for the physically disabled and/or handicapped provided in Section 515 of the South Florida Building Code.~~
- 5) ~~Obstructions to movement (trees, bollards, lighting, etc.) within the pedestrian walkway shall not be allowed to reduce the clear width of the walkway to less than 4 feet at any point.~~
- 6) ~~The pedestrian walkway surface shall possess stability and firmness, be relatively smooth in texture, and have a non-slip surface. Materials such as concrete, wood, tile, or brick on concrete should be used as a surface for the pedestrian walkway. The use of expansion and contraction joints no wider than $\frac{3}{4}$ of an inch in width and filled with a substance impervious to water should be encouraged. Where walkway design calls for wood decking, wood, such as pressure treated pine or cedar may be used if elevated above the ground surface and provided with a 6;inch; high curb along each side. In such instances the wood planks should be placed no more than 1/8 of an inch apart.~~

- ~~7) The walkway surface shall be sloped toward an acceptable storm drainage disposal system constructed in accordance with Section 6411 of the South Florida Building Code and Chapter 24 of the code of Metropolitan Dade County, Florida.~~

~~d. Passive Subarea~~

- ~~1) The major subarea for sitting, landscaping, and shading shall generally be located along the inland side of the pedestrian walkway. Lengths of the passive zone may be elevated above the level of the walkway shoreline to improve overall appearance, to satisfy the needs of landscaping materials, or to make it easier to see shoreline vistas.~~
- ~~2) Appropriate additional furniture such as historical or environmental markers, overhead canopies or shelters, drinking fountains, and trash receptacles shall be confined to the passive subarea and shall not infringe on any visual corridor designed in accordance with the provisions herein below. All furniture shall be permanently installed, preferably by direct burial in concrete.~~
- ~~3) Benches shall be provided at a minimum of 2½ foot sections of bench per 100 feet of linear shoreline. All benches shall have backrests and shall be placed to provide direct view of the water. A space of 6 feet shall be provided between the front of a bench and the nearest obstacle. A paved space 36 inch wide between ends of benches, or at the end of one bench shall be provided to allow room for wheelchairs.~~
- ~~4) Trash receptacles shall be provided within the passive zone.~~
- ~~5) Where drinking fountains are provided they shall be placed on hard surface areas in order to be accessible to wheelchair dependent people. Stepping blocks shall be located so as not to interfere with access to the fountain either by ambulant or wheelchair dependent people.~~

~~e. Transitional Security Strip~~

- ~~1) Security to limit public access to private property may be provided by fences, grade changes, or retaining walls. When a security strip is provided, all fences and walls shall be landscapes to reduce their visual impact on the shoreline walkway area and shall provide minimal visual obstructions.~~
- ~~2) For landside adjacent developments that serve the public (i.e. restaurants, shops, hotels, and entertainment) wide, visible, and easy pedestrian access to the shoreline walkway shall be provided. Landscaping and security barriers shall not visually or physically block the shoreline walkway from such adjacent landside uses.~~

~~4. Shoreline Walkway Landscape, Lighting, and Signage Guidelines~~

~~a. Landscaping Guidelines~~

- ~~1) All of the criteria included in section A. 5-8 hereinabove shall also apply to the shoreline walkway area.~~
- ~~2) In addition, trees shall be planted in the shoreline walkway area to provide a minimum percentage of 40% of shade canopy. This may be accomplished using individual trees or groupings of trees.~~

~~b. Lighting Guidelines~~

- ~~1) Sufficient walkway lighting shall be provided using a combination of low fixtures at the water's edge in the safety buffer subarea and peripheral lighting within the passive subarea and transitional security strip in order to illuminate the immediate surroundings, and provide security.~~
- ~~2) Overhead lighting shall be confined to the passive subarea and transitional security strip and posts and standards shall be placed so that they do not present hazards to pedestrians. The lighting shall consist of down lighting with lamps positioned not over~~

14 feet high, 175-watt MV, 50 feet on-center minimum. These overhead lighting fixtures shall be placed so that light patterns overlap at a height of 7;ft;0;inch; to provide views of oncoming persons along the shoreline walkway with a minimum intensity of 1/2 foot-candles over all use areas. Mercury vapor, metal halide lamps, or similar "white" light luminaires shall be positioned so that light patterns overlap to avoid areas of deep shadow.

- 3) ~~Lighting at the water's edge shall be low level fixtures no higher than 30;inch; high with down illumination not extending beyond the bulkhead, seawall, or riprap. These fixtures shall be approximately 20 feet on center.~~
- 4) ~~At hazardous locations, such as changes in grade, supplemental lower level lighting or additional overhead units shall be used.~~
- 5) ~~Once minimum lighting standards for the shoreline walkway are met, uplighting and colored lighting may be used for signs, landscaping, and accenting within the passive subarea and transitional area.~~
- 6) ~~Lighting fixtures shall be designed to complement both the adjacent upland development and walkways, as well as in-water amenities and shall be designed to comply with the provisions of the Shoreline Design Manual following adoption of said manual.~~

~~c. Signage Guidelines~~

- 1) ~~All major public shoreline access points, including parks, walkways, roadways, dedicated midblock walks, and public plazas shall be marked with standard "Public Shorewalk" signs.~~
- 2) ~~Signage shall be used to identify publicly oriented private development, such as cafes or shops, that are accessible from the public shoreline walkway. Such signs shall preferentially be placed in the passive subarea or transitional security strip.~~
- 3) ~~Uniformly designed historic informational or environmental markers or plaques may be placed in the passive subarea or on public piers or overlook areas where such are provided.~~
- 4) ~~Signage visible from the water shall identify access points and adjacent public activities such as cafes or shops, for boaters where public dockage is provided.~~

~~Section C. Design Considerations for Fishing Piers~~

~~Where fishing piers are deemed appropriate, fishing pier design shall address the following:~~

1. ~~The guidelines included in Section B hereinabove shall also apply to fishing pier design.~~
2. ~~The pier surface shall be either concrete or close fitting wood such as pressure treated pine or cedar. Where wood is used, the planks shall be no more than 1/8 of an inch apart.~~
3. ~~Fishing piers should be wide enough to accommodate benches, fish cleaning stations and lighting, and should permit anglers to move along the railing and also allow visitors to walk along the pier.~~
4. ~~Railings should be designed to accommodate anglers and their equipment, including rod holders and bait cutting boards, as well as to provide a safe waterfront area for adults, children, and the handicapped.~~
5. ~~Wherever feasible, riprap and shallow artificial reef materials such as concrete culverts should be included in pier design.~~
6. ~~Ladders should be provided to permit access into and from the water.~~

~~APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION~~

STANDARD FORM PERMIT PROJECTS

A standard form application will be required for any work requiring a Class I Permit not specifically described under the previous category.

CLASS I PERMITS NOT REQUIRED

- a) ~~The placement of natural limerock boulder riprap waterward of an existing seawall, bulkhead, or unconsolidated shoreline provided that the rip-rap is placed on a 2 horizontal to 1 vertical slope and the riprap does not extend more than 10 feet waterward of the mean high water line; provided, however, DERM conducts an inspection prior to the placement of the riprap and determines that said placement will not result in an adverse environmental impact to benthic communities.~~
- b) ~~Repair and/or replacement of the decking or handrails, on an existing dock or pier, limited to their original dimensions.~~
- c) ~~Repair and/or replacement of the tieback systems on an existing seawall or bulkhead, provided that the contractor submits an engineering plan which the Department determines meets accepted standards for professional engineering design.~~
- d) ~~Repair and/or replacement of the cap of an existing seawall or bulkhead, provided that the contractor submits an engineering plan which the Department determines meets accepted standards for professional engineering design.~~
- e) ~~Sealing of cracks in a seawall or bulkhead cap or face.~~
- f) ~~Repair or sealing of the pilasters of an existing seawall or bulkhead.~~
- g) ~~Backfilling landward of existing seawalls or bulkheads.~~
- h) ~~Placement of riprap, gunite-filled tube, or other approved material beneath an undercut seawall or bulkhead provided that material does not extend more than two (2) feet waterward of the seawall or bulkhead.~~
- i) ~~Placement of sand-cement riprap bags at the toe of a seawall or bulkhead provided the bags do not extend more than two (2) feet or the width of two (2) standard sand-cement bags waterward of the seawall or bulkhead.~~
- j) ~~The removal of old or unused or rotted mooring piles or the removal of dilapidated docks or piers.~~
- k) ~~Trimming or cutting or any other alteration of a mangrove tree(s) for the exclusive purpose of conducting a land survey, provided that the area of mangroves affected by the survey line is less than three (3) foot wide and said survey is conducted by a licensed land surveyor.~~
- l) ~~Installation, repair, or replacement of marine hardware necessary to secure vessels including, but not limited to, cleats, mooring whips, chocks and mooring bits on docks and piers.~~

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION

=====

1. Application Number (to be assigned) 2. Date 3. For Official Use Only

Day Mo. Yr.

=====

4. Name, Address, and Zip Code of Applicant

Telephone Number ;date rule;

=====

5. Name, Address, Zip Code, and title of applicant's authorized agent for permit application coordination

Telephone Number ;date rule;

6. Describe the proposed activity, its purpose and intended use including a description of the type of structures, if any, to be erected on fills, or pipe or float supported platforms, and the type, composition, and quantity of materials to be discharged or dumped and means of conveyance.

	Dredged/Excavated				Filled/Deposited			
Volume of Material:	;date rule;	CY	;date rule;	CY	;date rule;	CY	;date rule;	CY
	Waterward of O.H.W. or M.H.W.		Landward of O.H.W. or M.H.W.		Waterward of O.H.W. or M.H.W.		Landward of O.H.W. or M.H.W.	

7. Proposed Use Private ☐ Public ☐ Commercial ☐ Other ☐
(explain in remarks)

8. Name and address including zip code of adjoining property owners whose property also adjoins the waterway

9. Location where proposed activity exists or will occur

Longitude ;date rule; Latitude ;date rule; (If known)

Sec. ;date rule; Twp. ;date rule; Rge. ;date rule;

State County In City or Town Near City or Town

10. Name of waterway at location of the activity

11. Date activity is proposed to commence: _____

_____ Date activity is expected to be completed: _____

12. Is any portion of the activity for which authorization is sought now complete? Yes ☐ No ☐

— If answer is "Yes" give reasons in the remarks section. Month and year the activity was completed: _____; date rule; Indicate the existing work on the drawings.

13. List all approvals or certifications required by other Federal interstate, state, or local agencies for any structures, construction, discharges, deposits, or other activities described in the application, including whether the project is a Development of Regional Impact. Issuing Agency Type of Approval Identification No. Date of Application Date of Approval

14. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? Yes ☐ No ☐ (If "Yes," explain in remarks)

15. Remarks

15a. Estimated project cost =

15b. Contractor's name and address:

16. Application is hereby made for a permit or permits to authorize the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable State Water Quality Standards or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works, if permit is granted. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.

— Signature of Owner — Date

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and says that he has read the foregoing, and that the statements contained herein are true and correct to the best of his knowledge and belief. Sworn to and subscribed before me this _____, date of _____, 19____.

— Notary Public

My Commission Expires:

AFFIDAVIT OF OWNERSHIP
AND HOLD HARMLESS
AGREEMENT

PERSONALLY APPEARED BEFORE ME, _____, date rule; the undersigned authority, and hereby swears and affirms under oath as follows:

1. That your affiant is the record owner of that certain property more fully described as:

2. That your affiant is also the riparian and/or littoral owner of that certain property that is the subject matter of Application No. ;#rule; for a Class I permit under and pursuant to Section 24-58 of the Code of Metropolitan Dade County to construct or engage int he following activity:
3. That your affiant hereby swears and affirms its ownership in the above noted property necessary for the work noted in Paragraph 2 above, and hereby agrees: to defend same and hold the County harmless for any and all liability; claims and damages of any nature whatsoever occurring; incurred; or arising as a result of your affiant not having proper title to all lands that are the subject matter of this application.

STATE OF FLORIDA)		
}	SS	-Owner/Applicant
COUNTY OF DADE }		

BEFORE ME, the undersigned authority, personally appeared ;daterule;, who, after being duly sworn, deposes and says that he has read the foregoing, and that the statements contained therein are true and correct to the best of his knowledge and belief.

Sworn to and subscribed before me this ;#rule; day of ;daterule; 19_____.

____ Notary Public

My Commission Expires:

APPENDIX H - FLOOD CONTROL

NOTICE TO OWNERS AND CONTRACTORS

Effective immediately, the following procedures will be in full effect at the North Bay Village Building Department. These procedures are designed to insure compliance with the Federally Mandated "Flood Damage Prevention Ordinance" (Ordinance No. 93-01) adopted by the Village on January 12, 1993.

1. All Building Permit Applications must be accompanied by an "Application for Permit To Develop in a Flood Hazard Area."
2. If plan review determines that the permit application is for New Construction or Substantial Improvement:
 - A. Developer shall submit a formal written plan which outlines the details of all proposed flood mitigation features necessary for the project prior to the issuance of a permit.
 - B. "As Building" lowest floor Elevation Certificates will be required prior to the inspection of tie beams by the Building Department.
 - C. A final "As built flood protection and Elevation Certificate" which certify the elevation of flood proofing of electrical, heating, ventilation, plumbing, air conditioning and other service facilities identified in the written plan as critical to mitigation will be required prior to the issuance of any temporary Occupancy, Certificate of Occupation or final building inspection.

- D. ~~Required documentation forms will be provided to permit applicants by the Building Department. Mitigation plans and Floodproofing Certificates shall be signed and sealed by a Florida registered architect or engineer, or where appropriate, by a registered land surveyor.~~

~~NORTH BAY VILLAGE~~

~~APPLICATION FOR PERMIT TO DEVELOP IN A FLOOD HAZARD AREA~~

~~The undersigned hereby makes application for a permit to develop in a designated flood hazard area. The work to be performed is described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the Flood Damage Prevention Ordinance of North Bay Village and with all other applicable local, state, and federal regulations. All necessary required permits and/or certificates are attached.~~

~~Owner's _____ Name: _____
Builder's Name: _____~~

~~Address: _____
Address: _____~~

~~Telephone: _____
Telephone: _____~~

- A. ~~Description of Work (check appropriate boxes. Note: All references to elevations are in mean sea levels):~~

~~1. Proposed Development Description:~~

~~_____ New _____ Construction
_____ Grading
_____ Alteration _____ or _____ repair
_____ Dredging
_____ Filling
_____ Manufactured Home~~

~~2. Size and location of proposed developments:~~

~~_____

_____~~

- ~~3. Is the proposed development in an identified floodway? Yes _____
No _____~~

- ~~4. If yes, has a no-rise certification been obtained and attached? Yes _____
No _____~~

- ~~5. As identified on the (FIRM, FIRM, etc.) what is the zone and panel number in the area of the proposed development? Zone: #rule; Panel #: #rule;~~

- ~~6. Type of Construction~~

_____ New _____ Residential
 _____ New Non-Residential
 _____ Addition
 _____ Improvement to existing structure
 _____ Accessory _____ Structure
 _____ Temporary Structure

7. Base Flood elevation at site? ;#rule; feet m.s.l.
 8. Required lowest floor elevation (including basement)? ;#rule; m.s.l.
 9. Elevation to which all attendant utilities, including all heating and electrical equipments will be installed or floodproofed. ;#rule; ft. m.s.l.
 10. Will the proper development require the alteration of any water courses? Yes _____
 No _____

B. Alterations, additions and improvements to an existing structure.

1. What is the estimated market value of the existing structure. \$;#rule;
 2. What is the cost of the proposed construction? \$;#rule;

C. Non-Residential Construction

1. Type of flood protection method?
 a. Floodproofing _____
 b. Elevation _____
 2. Is the structure is floodproofed the required floodproofing elevation is ;#rule; feet m.s.l.

D. Subdivisions

1. Is this subdivision or other development containing 50 lots or 5 acres (whichever is less)?
 Yes _____ No _____
 2. If yes, has flood elevation data been provided by the developer? Yes _____
 No _____

Applicant's Signature _____ Date ;daterule; 19 _____

ADMINISTRATIVE

1. Proposed development:
 a. Must comply with all applicable flood damage prevention standards
 b. Is exempt from flood damage prevention standards. Attach explanation
 2. Filing Fee \$;#rule; Paid ;daterule; 19 _____
 3. Permit Issued ;daterule; 19 _____
 4. Work inspected by ;daterule; 19 _____
 5. Certificate of compliance for as built construction issued on ;daterule; 19 _____
 6. Permit _____ Denied _____ ;daterule; 19 _____
 Reasons _____

7. ~~As built elevation of the lowest floor? ;#rule; feet m.s.l. (elevation)~~

8. ~~As built floodproofing elevation? ;#rule; feet m.s.l.~~

9. ~~Appeals:~~

A. ~~Appeal to the _____ on ;date; 19 _____~~

B. ~~Appeal heard on ;date; 19 _____~~

C. ~~Decisions of the Board _____~~

Local Administrator's Signature _____

Date ;date; 19 _____

NORTH BAY VILLAGE
FLOOD CONTROL ORDINANCE DATA SHEET
PLAN REVIEW SHEET

PROPERTY LOCATION

STREET _____

SUBDIVISION _____ Lot ;#rule; Block ;#rule;

FOLIO NO. 23-3209 _____

ASSESSED _____ VALUATION _____
FIRM MAP # _____

BUILDING _____
PANEL # _____

LAND _____
ZONE _____

TOTAL _____
MAP DATE _____

DATE OF INITIAL CONSTRUCTION _____

NEW CONSTRUCTION: YES _____ NO _____

PRELIMINARY ESTIMATED MARKET VALUE OF BUILDING = _____

ESTIMATED VALUE OF PERMITS (LAST 5 YEARS) (FROM PAGE 2) = _____

ESTIMATED VALUE OF THIS PERMIT = _____

TOTAL FOR 5 YEAR PERIOD = _____

PRELIMINARY CALCULATION FOR SUBSTANTIAL IMPROVEMENT

TOTAL FOR 5 YEAR PERIOD ~~_____~~ ~~_____~~ ~~_____~~

PRELIMINARY EST. MKT. VALUE (BLDG. ONLY)

IF ABOVE VALUE IS ~~.5~~ OR GREATER, A CERTIFIED APPRAISER WILL BE REQUIRED TO DETERMINE IF A SUBSTANTIAL IMPROVEMENT EXISTS.

(ATTACH COPY OF DADE COUNTY PROPERTY RECORD.)

PERMIT HISTORY

VALUE _____ FROM _____ PREVIOUS _____ SHEET
;daterule;

DATE PERMIT # DESCRIPTION ESTIMATED VALUE *5 YEAR Y/N

I.T.S. _____ 5 _____ YEAR _____ = _____ VALUE _____ IS _____ WITHIN
5 YEAR RANGE OF ORDINANCE 93-01 PAGE TOTAL ;daterule;

LAND DEVELOPMENT CODE COMPARATIVE TABLE ORDINANCES

~~—This table gives the location within this Land Development Code of those ordinances adopted since Ordinance No. 93-14, § 1, adopted Dec. 21, 1993.~~

Ordinance Number	Date	Section	Section this Code
00-06	3-14-00	1	App-F
02-13	5-28-02	2	2.7.7
02-19	6-25-02	1	2.6.1
		2	2.7.5
02-21	7-23-02	1	5.2.3(2)
2002-24	10-8-02	1-Added	5.7
2003-06	4-8-03	1	5.2.2(a)
2006-02	1-10-06	1	5.4.1

2006-17	11-8-06	1	2.4.1(4)
2012-02	4-10-12	4 Rpld	App. F
		5	2.7.2
2012-07	12-18-12	2	3.4.2

REFERENCE TABLE

This table shows the location within this Code, either in the text or notes following the text, of references to the Florida Statutes, the North Bay Village Code of Ordinances, or the Dade County Code of Ordinances.

Land Development Code Section	Code of Ordinances	F.S. Section	Dade County Code Section
1.2	10.03		
		chs. 125, 163	
1.3	10.03		
		ch. 163	
1.4	152.002		
1.5	30.16, 150.01,		
	151.01, 151.11,		
	152.003—152.026,		
	152.096		
2.2	151.11		

2.3	151.11		
2.4.1	32.30—32.34,		
	152.101		
2.4.2	32.30		
2.4.3	32.30, 32.31		
2.4.4	32.33		
2.4.5	32.33		
2.5.1	32.01, 32.11,		
	32.30		
2.5.2	152.998, 153.09		
2.6		163.3187	
2.6.1	30.16, 152.096, 152.101	163.3184(15)(b)	
2.6.2	30.16		
2.7	151.11		
2.7.2	152.105		
2.7.4	152.101, 152.105		
2.7.5	152.096, 152.101,		
	152.102		
2.7.6	152.097		
2.8.1	151.11	ch. 177	ch. 28

2.8.2			chs. 20, 28
2.9	151.11		
2.9.1	151.01		
2.9.2	152.105		
3.1	152.002		
3.2	152.012		
3.2.1	152.026—152.029		
3.2.2	152.030, 152.031		
3.3	152.025		
3.4.1	152.026—152.029		
3.4.2	ch. 111		
	152.029		
	152.030		
	152.031		
3.5	152.098		
3.6	152.028, 152.029,		
		152.0295, 152.040—152.044	
3.7	152.064	400.402	
4.1	Ord. No. 90-03		
4.1.1	151.11		

4.2	151.11		
4.3		163.3220, ch. 380	
5.2.1	152.042, 152.043		
Table 5-1	152.026—152.031		
5.2.2	152.042, 152.045		
5.2.3	152.044		
5.2.4	152.045		
5.3	152.075—152.083		
5.3.1	152.075		
5.3.2	152.076		
5.3.3	152.077		
5.3.4	152.078		
5.3.5	152.079		
5.3.6	152.080		
5.3.7	152.081		
5.3.8	152.082		
5.3.9	152.083		
5.4.1			Ord. No. 85-14
5.4.2	150.11, 150.12		
5.5		17-25(F.A.C.)	

5.6			Res. R 95.82
5.7			Minimum Housing Code
6	Ord. No. 93-01		

CODE OF ORDINANCES Chapter 152—ZONING

GENERAL PROVISIONS

~~§ 152.001 Title.~~

~~This chapter shall be known as the "Zoning Regulations for North Bay Village, Florida; 1983 Revision."~~

~~(Ord. of 4-1-83)~~

~~§ 152.002 Purpose and objectives.~~

~~The purpose of this chapter is to encourage and promote, in accordance with present and future needs, the safety, morals, health, order, conveniences, prosperity and general welfare of the citizens of the Village, and to provide for efficiency and economy in the process of development, for the appropriate and best use of land, for preservation, protection, development and conservation of the natural resources of land, water and air, for convenience of traffic and circulation of people and goods, for the use and occupancy of buildings, for healthful and convenient distribution of population, for adequate public utilities and facilities, for promotion and the civic amenities of beauty and visual interest, for promotion of large-scale developments as a means of achieving unified civic design, and for development in accord with the Village's adopted comprehensive plan, by establishing zoning districts and by regulating the location and use of buildings, signs and other structures, and land and water for trade and residence by regulating and limiting or determining the height, bulk and access to light and air of buildings and structures, the area of yards and other open spaces, and the density of use. To accomplish these objectives, the regulations and districts and accompanying maps have been designed with reasonable consideration, among other things, to the character of the districts and their suitability for particular uses.~~

~~(Ord. of 4-1-83)~~

~~§ 152.003 Definitions.~~

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

~~*Accessory building.* A detached subordinate building or a portion thereof, the use of which is incidental to or customary in connection with the main building or use and which is located on the same lot with such main building.~~

~~*Accessory use.* A subordinate use, which is incidental to or customary in connection with the main building or use and is located on the same lot with such main building use.~~

~~*Acre.*~~

~~(1) *Acre, gross.* 43,560 square feet.~~

~~(2) *Acre, net.* That portion of a gross acre exclusive of dedication for official rights-of-way and other easements.~~

~~*Advertising structure.* Any rigid or semi-rigid material, with or without a sign displayed thereon, situated on or attached to real property or mobile objects and vehicles outdoors for the purpose of furnishing a background, base, or support on which a sign may be posted or displayed.~~

~~*Aggregate area or aggregate width.* The sum of two or more designated areas or widths to be measured, limited, or determined under these regulations.~~

~~Alcoholic beverage.~~ As defined by F.S. § 561.01(4).

~~Alley.~~ A public or private road which affords only a secondary means of access to abutting property and which is not otherwise designated as a street.

~~Amusement center.~~ Any indoor place or enclosure which contains three or more amusement devices of any description, including but not limited to pinball games, computer games, or games of chance for the public amusement, patronage or recreation.

~~Apartment.~~ A room or group of rooms within a multifamily dwelling arranged or designed to be used as a home or residence for one family, with kitchen or kitchenette and bathroom for the exclusive use of the one family.

~~(1) Apartment, efficiency.~~ A dwelling unit consisting of not more than one habitable room, with kitchen or kitchenette and bathroom.

~~(2) Apartment hotel.~~ A multi-family residential building designed for or containing both apartments and individual guest rooms or rental units under resident supervision, and which maintains an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units.

~~Arterial street.~~ A street designated as a major arterial street on the circulation plan for the Village.

~~Auction market.~~ Any premises on which are held, either regularly or periodically, auction sales of merchandise or personal property.

~~Automobile rental agency.~~ An establishment whose primary purpose is the renting or leasing of passenger vehicles to the public.

~~Awning.~~ A detachable, roof like cloth or metal cover, supported from the walls of a building for protection from sun or weather.

~~Bar.~~ An establishment devoted to selling or dispensing any alcoholic beverages, or any place where a sign is displayed indicating that alcoholic beverages are obtainable for consumption on the premises, and where, if entertainment is provided, it is by no more than one person at a time.

~~Barrier.~~ A fence, dwelling wall or non-dwelling wall or any combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.

~~Barrier requirements.~~ Swimming pools shall comply with all the requirements set forth under the building and zoning requirements as set forth in the Village's ordinances and the Florida Building Code.

~~Basement.~~ That portion of a building between the floor and ceiling which has at least one-half of its height below the grade of the adjoining ground, and the ceiling of which is not more than four feet six inches above grade.

~~Beer.~~ As defined in F.S. § 563.01.

~~Biscayne Bay.~~ Encompasses all of Biscayne Bay and all associated tributaries of the Bay within the Village limits of North Bay Village.

~~Block.~~ The length of a street between two street intersections.

~~Board.~~ The Planning and Zoning Board, which is that duly designated advisory board charged with reviewing Village planning, zoning, and beautification matters.

~~Boundary of district.~~ The centerline of a street or right of way; also the centerline of the alleyway between the side or rear property lines, or where no alleyway or passageway exists, the rear or side property lines of all lots bordering on any district limits.

~~Breezeway.~~ A covered passageway or space between the main building and an accessory building open on two sides, and the roof of which is structurally integrated with the buildings it separates.

~~Building.~~ Any structure having a roof supported by columns or walls for the shelter or enclosure of persons on property.

~~*Building width.* The width of the lot left to be built upon after the required side yards are provided.~~

~~*Building.* Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.~~

~~(1) *Building completely enclosed.* A building having no outside openings other than ordinary doors, windows, and ventilators.~~

~~(2) *Building line.* That line between which and the distance on the lot parallel and back from the street line, in which no building or part thereof may be erected, except as provided in these regulations.~~

~~*Building Official.* The Village official responsible for building inspection and the issuance of permits in this respect, or a duly authorized person acting in the same capacity.~~

~~*Bulk.* A term used in these regulations to describe the size and shape of a building or structure and its relationship to other buildings, to the lot area for a building, and to open spaces and yards.~~

~~*Bulkhead.* A wall constructed along the bay to retain or resist lateral displacement of any material back of it. For the purpose of this chapter, the bayside face of the established bulkhead cap shall be regarded as the point of measurement for setback requirements of all structures fronting on the bay.~~

~~*Cabana.* An accessory structure, usually in connection with a swimming pool.~~

~~*Cabaret.* A bar, which provides entertainment and which may or may not serve food, and which, is accessory to a hotel, motel, or other building as provided in these regulations.~~

~~*Cafeteria.* See *Restaurant*.~~

~~*Canopy.* A detachable, roof-like cloth or metal cover supported from the ground, deck, or floor of a building, and from the walls of a building, for protection from sun or weather.~~

~~*Carwash.* Any building or structure, which uses specialized mechanical devices for the washing of motor vehicles.~~

~~*Centerline, street.* A line parallel or nearly parallel to the right-of-way lines of a street and halfway between them as established by the Building and Zoning Official.~~

~~*Certified survey.* A survey, sketch, plan, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specific professional engineer, registered surveyor, architect, or other legally recognized person.~~

~~*Child care.* See *Day care nursery*.~~

~~*Clinic.* An establishment where patients are not lodged overnight, but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together. The term does not include a place for the treatment of animals.~~

~~*Club, private.* Building and a facilities or premises used or operated by an organization or association for some common purpose, such as but not limited to a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations shall be incorporated under the laws as a non-profit corporation and the major purpose of such corporations shall not be for the purpose of serving alcoholic beverages to its members or others.~~

~~*Coffee shop, Snack bar, or Sandwich shop.* An establishment where sandwiches, coffee, soft drinks, tea, or similar foods are served, but having no kitchen facilities.~~

~~*Commercial school.* A training institution operated on a profit or non-profit basis offering instruction in stenographic, secretarial, bookkeeping, and related business skills; offering training in electronic data processing techniques, skills, or equipment repair; or offering training leading to proficiency in a vocational skill.~~

~~*Convalescent home.* A building where regular nursing care is provided for more than one person not a member of the family which resides on the premises.~~

~~Customer service area.~~ Inside/outside seating areas for restaurants, bars, lounges exclusive of kitchen, office, hallways, storage, and similar building areas.

~~Day care nursery.~~ An establishment providing care of children during the day, but not overnight, including four or more children not members of the resident family; nurseries for children of working mothers; kindergartens; nursery schools for children under the minimum age for admission to public schools, or for after school care of school children; and other establishments of a similar nature.

~~District.~~ Any section of the Village within which the zoning regulations are uniform.

~~Dwelling.~~ A building or portion thereof, designed or used exclusively for residential occupancy, but not including mobile homes.

(1) ~~Dwelling, single family.~~ A private residence building used or intended to be used as a home in which all living areas are accessible to each other from within the building, and which shall have sleeping quarters, kitchen facilities, bathroom, ventilation, and lighting under control of and designed for the exclusive use of one family.

(2) ~~Dwelling, single family detached.~~ A single family dwelling surrounded by yards or other open spaces on the same lot.

(3) ~~Dwelling, multifamily.~~ A building designed for or occupied by three or more families.

(4) ~~Dwelling, efficiency.~~ A residential unit, which is comprised of a single room for sleeping and cooking, exclusive of a bathroom.

(5) ~~Dwelling, hotel room.~~ A residential unit, which is used on a temporary basis by transient guests.

(6) ~~Dwelling, hotel suite.~~ A group of hotel rooms connected together.

(7) ~~Dwelling unit.~~ A room, or group of rooms, occupied or intended to be occupied as separate living quarters by a single family or other group of persons living together as a household, or by a person living alone.

~~Essential services.~~ The erection, construction, alteration, or maintenance by a public utility or municipal agency of underground or overhead transmission, distribution, or collection systems necessary for the furnishing of adequate service by that utility or agency to the use on the same lot or the surrounding neighborhood of, for the public health, safety, or general welfare.

~~Family.~~ An individual or two or more persons related by blood or marriage, or a group of not more than five persons who need not be related by blood or marriage, living together as a single housekeeping unit in a dwelling.

~~Fast order food.~~ Food which is primarily included for immediate consumption; available upon a short waiting line; packaged or preserved in such a manner that it can be readily eaten outside the premises where it is sold; served on paper plates or in paper or styrofoam containers; and of a self-service nature; that is, no waiters or waitresses are involved. Patrons phone in or place their order at a counter and take it to a table on the premises or leave the premises.

~~Fence.~~ A structure forming a physical barrier which is so constructed that no less than 50% of the vertical surface is open to permit the transmission of light, air, and vision through the surface in a horizontal plane. (For board and other solid barriers, see *Wall*.)

~~Floor area.~~ The sum of the gross horizontal areas of the several floors of a building or buildings, measured from the exterior faces of exterior walls or from the centerline of walls separating two attached buildings. However, for the purposes of those regulations, the Gross floor area of a building shall not include:

(1) ~~Basement space; however, basement space used for retailing shall be included for the purpose of calculating requirements for accessory off-street parking spaces and accessory off-street loading berths.~~

(2) ~~Accessory water tanks or cooling towers.~~

- ~~(3) Uncovered steps and exterior balconies.~~
- ~~(4) Attic space, whether or not a floor actually has been laid, providing structural headroom of less than seven feet six inches.~~
- ~~(5) Terraces, breezeways, screen enclosures, or open porches.~~
- ~~(6) Floor space used for permitted or required accessory off-street parking spaces located not more than 20 feet above grade, in any building except single-family and two-family dwellings or buildings accessory thereto.~~

~~Frontage, lot.~~ The distance for which the front lot line and the street line are coincident.

~~Garage.~~

- ~~(1) Garage, parking.~~ A building or portion thereof used for indoor parking of private passenger vehicles for use of residents in the vicinity.
- ~~(2) Garage, repair.~~ An establishment or portion thereof used for the equipping, servicing, repairing, hiring, selling, storing, or parking of motor-driven vehicles. The term Repairing shall not include an automotive body repair shop or the rebuilding, dismantling, or storage of wrecked or junked vehicles.
- ~~(3) Garage, storage.~~ A building or portion thereof, designed or used exclusively for term storage of motor-driven vehicles, as distinguished from daily storage, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired, or sold.

~~Grade.~~ The highest elevation of a paved street in front of any property.

~~Guest house.~~ Living quarters within a detached accessory building located on the same lot with the main building for use by temporary guests of the occupants of the premises, such quarters having no kitchen facilities or separate utility meters and not rented or otherwise used as a separate dwelling.

~~Hardship.~~

- ~~(1) Hardship, necessary.~~ Restrictions upon the uses of a particular property which promote the objectives of these regulations, provided such restrictions apply to all land within the same district (e.g. if commercial uses are prohibited in a district, this may result in a hardship to the property owners; but it is a hardship which is necessary to the purpose of this chapter in the first place).
- ~~(2) Hardship, unnecessary.~~ Arduous restrictions upon the uses of a particular property, which are unique and distinct from that of adjoining property owners. Granting of relief from an unnecessary hardship should not violate sound zoning principles, including considerations that: adjacent properties will not be substantially reduced in value, it is not granting a special privilege not to be enjoyed by others in similar circumstances, and the public interest is maintained, including following the spirit of this chapter and the comprehensive master plan. Invalid and nonjustifiable bases for pleading unnecessary hardship include but are not limited to:
 - ~~(a) Loss of the "best" use of the land, and business competition.~~
 - ~~(b) Self-created hardships by the applicant's own acts.~~
 - ~~(c) Neighboring violations and nonconformities.~~
 - ~~(d) Claims of inability to sell the property.~~
 - ~~(e) General restrictions of this chapter.~~

~~Hedge.~~ A row of bushes or small trees planted close together in such a manner as to form a boundary or barrier.

~~Height of building.~~ The vertical distance from the grade to: the highest point of a flat roof; the deck line of a mansard roof; the average height between eaves and ridge or gable, hip, and gambrel roofs; or the average height between high and low points of a shed roof.

Home occupation. Any activity for which an occupational license of the Village is required by law, which is conducted within a dwelling unit in a residential district.

Hospital. A building or group of buildings having room facilities for one or more overnight patients, used for providing services for the in-patient medical or surgical care of sick or injured humans, and which may include related facilities such as laboratories, out-patient departments, and training facilities. A central service facility must be an integral part of the hospital operations.

Hotel. A building in which lodging is provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times.

House of worship. A church, synagogue, or other structure used on a permanent basis primarily for the worship of God.

Kennel. The keeping of more than three dogs or other animals for breeding, training, sale, or boarding.

Kitchen facilities. Any form or mechanical refrigeration or cooking equipment except a portable mini-refrigerator, portable microwave oven and coffee maker.

Junkyard or Salvage yard. Any area or structure used or intended to be used for the conducting and operating of the business of selling, buying, storing, or trading in used or discarded metal, glass, cordage, or any used or disabled fixtures, vehicles, or equipment of any kind.

Loading space. A space within the main building or in the same lot providing for the standing, loading, or unloading of trucks.

Lot. Land occupied or intended for occupancy by a use permitted in these regulations, including one main building together with its accessory buildings, and the yards, loading, and parking spaces required herein and having its principal frontage upon a street or upon an officially approved place.

(1) *Lot area.* The total horizontal area within the lot lines of the lot.

(2) *Lot, corner.* A lot abutting upon two or more streets at their intersection.

(3) *Lot coverage or Ground coverage.* The area of the lot occupied by the ground floor of all buildings, main and accessory, measured from the exterior faces of exterior walls, or from the exterior faces of supporting exterior columns for any portion of the ground floor not enclosed by exterior walls or from the centerline of walls separating two buildings.

(4) *Lot depth.* The mean horizontal distance between the front and rear lot lines.

(5) *Lot, interior.* A lot, other than a corner lot.

(6) *Lot line.* The boundary line of a lot.

(7) *Lot of record.* A parcel of land shown on a recorded plat or any parcel of land described by a legally recorded deed.

(8) *Lot, through (double frontage).* An interior lot having frontages on two parallel or approximately parallel streets.

(9) *Lot width.* The horizontal distance between the side lot lines measured at the required front yard line and parallel to the front street line.

Lumen. A unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source of one candle.

Marina. Any area where one or more sites or locations are rented or offered for rent for the location or dockage of boats, vessels, or house boats in water, or to be used for living quarters either temporarily or on a permanent basis.

Mezzanine. An intermediate floor in any story or room with a floor area not exceeding one-third the total floor area in that room or story in which the mezzanine occurs and with a clear height above or below the mezzanine floor construction of not less than seven feet.

~~Mixed occupancy or use.~~ Occupancy of a building or land for more than one use.

~~Mobile home.~~ Any unit used for living or sleeping purposes which is equipped with wheels or some device for the purpose of transporting the unit from place to place, whether by motive power or other means, or any unit used for temporary living or sleeping purposes temporarily located in the locality, whether it is on blocks, posts, or any other type of foundation.

~~Motel.~~ A building in which lodging is provided and offered to the public for compensation. Accommodations are usually designed to serve tourists traveling by automobile. Ingress and egress to rooms need not be through a lobby or office, and parking usually is adjacent to the guest room.

~~Nightclub.~~ An establishment defined by section 111.01 of this Code.

~~Nonconforming use.~~ The lawful use of land or a building or portion thereof, which use does not conform with the use regulations of the district in which it is located.

~~Occupancy.~~ A condition of an activity or use being upon a lot and/or within a building.

~~Official rights-of-way.~~ A right-of-way established by ordinance.

~~Open space.~~ That portion of a lot which:

- ~~(1) Is open and unobstructed from grade upward.~~
- ~~(2) Is accessible without restrictions except as may be required for safety.~~
- ~~(3) Is of a previous nature.~~

~~Outdoor dining.~~ A use characterized by outdoor table service of food and beverages prepared for service in an adjacent or attached main restaurant for consumption on the premises. The term also include outdoor bars and outdoor ice cream parlors.

~~Parcel.~~ A piece of land assembled for a single purpose.

~~Parking space, off-street.~~ An all-weather surfaced area, exclusive of streets, alleys, and driveways, permanently reserved for the temporary storage of one vehicle and connected with a street or alley by an all-weather surfaced driveway, which affords ingress and egress for a vehicle without requiring another vehicle to be moved. When developing single lot sites under the PRD regulations found in section 152.0296, mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.

~~Penthouse.~~ Any structure above the main roof of a building used for residential, professional, or commercial purposes, or for housing elevator machinery and water storage tanks. Each story of a penthouse, except when used for machinery or a storage for water, is considered as an additional story to the height of the building.

~~Permit, building.~~ A certificate issued by the Building Official authorizing the construction, reconstruction, remodeling, alteration, or repair of a building or other structure, upon approval of the submitted application and plans.

~~Previous area.~~ The surface area of a parcel, which is capable of being penetrated by water.

~~Planning and zoning board.~~ The Planning and Zoning Board of the Village, as established by this chapter.

~~Premises.~~ A lot, together with all buildings and structures thereon.

~~Principal building.~~ The building within which the principal, predominant, or main use or activity upon the lot is conducted. In the event more than one building is upon one lot, the one containing the greatest floor area is the "principal building."

~~Principal use.~~ The predominant activity or use conducted within a particular building or upon a particular lot.

~~*Public use.* Any public building, structure, or land used primarily for public or quasi-public purposes where the building, structure, or land is not privately owned or operated.~~

~~*Regulations.* The whole body of regulations, charts, tables, diagrams, maps, notations, references, and symbols, contained in or referred to in this chapter.~~

~~*Restaurant.* An establishment in which food is prepared and served for compensation.~~

~~*Right-of-way.* See *Street line*.~~

~~*Screen enclosure.* A frame of metal, wood, or other approved structural material supporting no roof or walls, with only approved insect screening, which screening possesses at least 50 percent open area per square inch.~~

~~*Service station.* An establishment devoted to the sale at retail of motor vehicle fuels, oils, or accessories or for the servicing or repairing of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair, or spray painting.~~

~~*Setback.* The minimum horizontal distance between the street and the building; the lot bulkhead or water line and the building; or the side lot lines and the building.~~

~~*Shopping center.* One or more retail stores, commercial buildings, or an office complex with a unified plan or architectural scheme, on a single parcel of land or on separate parcels contiguously arranged.~~

~~*Story.*~~

- ~~(1) *Story.* That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it.~~
- ~~(2) *Story, half.* A space under a sloping roof, which has the line of intersection of roof decking and wall face not more than three feet above the top floor level and in which space not more than two-thirds of the floor area is finished for use. A half-story containing independent apartments or living quarters shall be counted as a full story.~~

~~*Street.* A public thoroughfare which affords the principal means of access to abutting property.~~

- ~~(1) *Street, collector.* A public thoroughfare which collects traffic from residential areas for distribution to a major arterial, as defined on the North Bay Village Circulation Plan.~~
- ~~(2) *Street or right-of-way line.* A dividing line between a lot and a contiguous street.~~

~~*Structural alterations.* Any change, except those required by law or ordinance, which would prolong the life or change the shape or size of any portion of a building or structure or of the supporting members of a building or structure, such as bearing walls, columns, beams, arches, floor or roof joists, or girders, not including openings in bearing walls as permitted by other ordinances.~~

~~*Structure.* Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground; including, but without limiting the generality of the foregoing: signs, backstops for tennis courts, fences, screen enclosures, and pergolas.~~

~~*Subdivision.* Shall be interpreted as defined in the subdivision regulations of Dade County or, if not so defined, then a Subdivision shall be the division of land into two or more lots, or other division of land into parcels of five acres or less for the purpose, whether immediate or of transfer of ownership or building development.~~

~~*Swimming pool.* Any portable, pool or permanent structure containing a body of water 18 inches or more in depth and 250 square feet or more of water surface area located in a residential area that is intended for swimming or recreational bathing and containing 18 inches or more in depth, including but not limited to in-ground, aboveground, and on-ground swimming pools, hot tubs, and non-portable spas, but not including an ornamental reflecting pool or fish pond, unless it is located and designed so as to create a hazard or be used for swimming or wading.~~

~~Tent.~~ A canvas or other cloth shelter from sun or weather supported by a wood or metal frame or by poles, stakes, and ropes, or both, and not attached to any building.

~~Time sharing condominiums.~~ Any structure, service, improvement, or real property, which is made available to purchasers of a time sharing plan as defined by the Florida Real Estate Time Sharing Act, F.S. § 72.01 et seq.

~~Tractor, utility.~~ A vehicle lacking a means of self-propulsion intended to be towed by another vehicle and designed to be used for the transport or hauling of chattel.

~~Trash.~~ Cuttings from vegetation, refuse, paper, bottles, rags.

~~Utilities.~~ Structures of public or municipal utility in excess of lines, piping, conduit, transformers, or other essential utilities. A substation, pumping station, storage yard, or similar installation. Normally a significant structure or combination of structures often enclosed within a building.

~~Use.~~ Any purpose for which buildings or other structures or land may be arranged, designed, intended, maintained, or occupied; any occupation, business, activity, or operation to be carried on or intended to be carried on in a building or other structure or on land; or a name of a building or other structure or tract of land which indicates the purpose for which it is arranged, designed, intended, maintained, or occupied.

(1) ~~Use, commercial.~~ Any use which is operated as or is accessory to a business.

(2) ~~Use, residential.~~ A use, which accommodates persons, not institutional in character, such as a single family dwelling or multifamily dwelling, including apartments and hotel or motel rooms.

~~Variance.~~ A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the provisions of this chapter.

~~Vehicle, commercial.~~ Any vehicle designed, intended, or used for the transportation of people, goods, or things, other than private passenger vehicles and trailers for private non-profit transport of goods and/or boats.

~~Wall.~~ A structure forming a physical barrier which is so constructed that less than 50 percent of the vertical surface is open to permit the transmission of light, air, and vision through such surface in a horizontal plane.

~~Waterfront.~~ Any site shall be considered as waterfront premises provided any or all of its lot lines abut on or are contiguous to any body of water.

~~Wine.~~ Shall be as defined in F.S. § 561.01(4).

~~Yard.~~ An open area, other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

(1) ~~Yard, front.~~ A yard across the full width of the lot extending from the nearest line of any main or accessory building to the front street right-of-way line of the lot.

(2) ~~Yard, rear.~~ A yard across the full width of the lot extending from the nearest line of any main or accessory building to the rear line of the lot.

(3) ~~Yard, side.~~ A yard extending from the front yard to the rear yard, between the side lot line and the nearest line of any main or accessory building.

(Ord., passed 4-1-83; Ord. No. 94-01, § 1, 5-10-94; Ord. No. 02-23, § 1, 10-8-02; Ord. No. 03-18, § 1, 11-25-03; Ord. No. 2008-10, § 1, 9-3-08; Ord. No. 2008-23, § 1, 10-14-08; Ord. No. 2014-03, §§ 2, 3, 4-8-14; Ord. No. 2015-12, § 2, 9-8-15)

§ 152.004 Nonconforming uses.

~~(A) Purpose and intent. It is the purpose and intent of this section to permit the continuation of those lots, structures, uses, characteristics of use or combination thereof, which were lawful prior to the passage of this section or future amendment thereto. For purposes of this section, a nonconforming lot, structure, use, or characteristic of use, is defined as a platted lot, structure, or use, or combination thereof that does not comply with the use or site development standards of the zoning district in which the lot, structure, use, or characteristic of use, or combination thereof is located, but which was legally established and in existence before the effective date of this section [Jan. 22, 2002].~~

~~This section is designed to provide reasonable and equitable standards and guidelines for the control of nonconforming lots, structures, uses, and characteristics of uses in the regulation of change of use, change in kind or quality of use, change in volume or intensity of use, change in location of use, change of ownership or tenancy of use, accessory or incidental uses to nonconforming lots, structures, uses, or characteristics of uses, enlargement of use, replacement of use, addition or expansion of facilities, new activities, products or services connected with the nonconforming lot, structure, repair of a nonconforming structure, restoration of a nonconforming structure, and abandonment or discontinuance of a nonconforming structure or use, or any combination thereof.~~

~~It is the further purpose and intent of this section to allow nonconforming lots, structures, uses, and characteristics of use and combinations thereof to continue, subject to specific conditions, in order to not interfere with the existing circumstances surrounding land development within North Bay Village, prior to the effective date of this section any more than is necessary for the proper exercise of police powers relating to the general public welfare of the residents of North Bay Village.~~

~~Nonconforming classifications. Within the zoning districts established by this section, or amendments that may be later adopted to this section, there may exist:~~

~~(B) Nonconforming classifications. Within the zoning districts established by this Code, or amendments that may be later adopted to this Code, there may exist:~~

~~(1) Nonconforming structures;~~

~~(2) Nonconforming uses;~~

~~(3) Nonconforming characteristics of use;~~

~~(4) Combinations of nonconforming lots, nonconforming structures, nonconforming uses and nonconforming characteristics of use.~~

~~These nonconforming classifications are declared by this section to be incompatible with present permitted uses and all or part of the site development standards regulating permitted uses in the district where the nonconforming classifications are located and, therefore, are the proper subject regulations as provided for herein.~~

~~(C) Scope. In order to avoid undue hardship, nothing in this section shall be deemed to require any change in the plans, construction or designated use of any structure on which actual construction was lawfully done prior to the effective date of adoption of this section and upon which actual building construction has been carried on diligently.~~

~~For the purposes of this section, the term "actual construction" is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner according to approved plans for the specific improvement. Where evacuation or demolition or removal of an existing structure has been substantially begun, preparatory to building, such evacuation or demolition or removal shall be deemed to be actual construction; provided, however, that work has been and shall be carried on diligently pursuant to a valid building permit.~~

~~(D) Nonconforming lots of record. In any district in which single family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on a single lot, tract, or parcel of land of record at the effective date of adoption of this section, notwithstanding limitations imposed by other provisions of this section.~~

~~Such lots must be in separate ownership and not be of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area, width or~~

depth, that are applicable in the zoning district in which the lot, parcel, or tract is located, provided, however, that required yard or area dimensions and requirements other than those site development standards applying to area, width, or depth shall conform to the regulations for the zoning district in which such lot is located.

If two or more lots, or combination of lots, or portions of lots with continuous frontage and single ownership are of record at the time of the passage of this section, and if all or part of the lots do not meet the requirements established for lot areas, width or depth, the lands involved shall be considered to be an undivided parcel and no portion of such parcel shall be used or sold in a manner which diminishes the degree of compliance with established lot width, area and depth requirements.

(E) ~~Nonconforming uses of land.~~ The lawful use of land existing at the time of the passage of this section or an amendment thereto, although such uses do not conform to provisions of this Code may be continued subject to the following limitations and restrictions.

- ~~(1) Change in location of use.~~ A nonconforming use shall not be moved in whole or in part to any other portion of the lot parcel occupied by such use at the effective date of adoption of this section.
- ~~(2) Change in ownership or tenancy.~~ All rights and obligations associated with a nonconforming use of land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy, except if abandoned.
- ~~(3) Accessory uses.~~ Uses, accessory to a nonconforming use, not in existence at the time of the effective date of adoption of this section, are not permitted.
- ~~(4) Change to a more restrictive category of use.~~ A nonconforming use may be changed to a more restrictive category of nonconforming use as the resulting change reduces the degree of the nonconformity with applicable site development standards and use regulations. For the purpose of this section, a more restrictive category shall be a use or site development standard contained within a more restrictive zoning district.
- ~~(5) Expansion or extension of use.~~ No nonconforming use shall be enlarged, increased, expanded or intensified beyond what existed at the time it became nonconforming.
- ~~(6) Replacement of use.~~ In the event that any existing nonconforming use as provided for in this section is destroyed by more than 50 percent of its assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such use shall not be replaced.

If such nonconforming use is destroyed to a level of less than 50 percent of its total assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser, it may be replaced, except that replacement can only occur in compliance with those building, plumbing, electrical, gas, fire, and other construction and safety related regulations in effect at the time of application for a permit to allow replacement. In no event shall the destroyed nonconforming use be replaced to a degree or level more restrictive than the original use as to height, lot coverage, total floor area, bulk, or yard setback requirements.

- ~~(7) Abandonment or discontinuance of use.~~ The abandonment or discontinuance of a nonconforming use for a period of 180 consecutive days or six months shall render the nonconforming use status of the specific nonconforming use null and void. In the factual determination of whether a nonconforming use has been abandoned or discontinued, the following factors shall be used, but not be limited to:
 - ~~(a) An intent to discontinue the nonconforming use through removal of stock in trade or removal of operating equipment.~~
 - ~~(b) Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the use of the abandoned property as it stood before the abandonment occurred. The mere renewal and maintenance of an active occupational~~

~~license, without further positive action, shall not constitute continuance of a nonconforming use.~~

~~(c) Inactive water, sewer, or electrical services at the existing facility.~~

~~(d) Attempt to continue use shall include but not be limited to an active listing of the property with a realtor or through posting of a for rent sign.~~

~~(F) Nonconforming structures. Where a lawful structure exists at the effective date of adoption or amendment of this section, and it could not be built under the terms of this Code by reason of restrictions on area, lot coverage, height, yards, location of the lot, or other site development standards concerning the structure, such structure, except as otherwise specifically provided, may be continued so long as it remains otherwise lawful, subject to the following provisions:~~

~~(1) Alteration, enlargement, or expansion of nonconforming structure. No such alteration, enlargement, or expansion of a nonconforming structure shall be permitted in a way which increases its noncompliance with present property development and use standards of the zoning district in which it is located, but any nonconforming structure or portion thereof may be altered to decrease its noncompliance with present site development and use standards of the zoning district in which it is located. Nothing herein shall prohibit the Village Managers designee from ordering the compliance with all applicable building construction and safety related codes.~~

~~(2) Replacement, restoration and reconstruction of nonconforming structure. In the event that any existing nonconforming structure is destroyed by any means, including fire, flood, wind, explosion, act of God, or act of a public enemy by less than 50 percent of its total appraised value according to the latest records of the Miami-Dade County Property Appraiser, such structure shall be permitted to be replaced, restored, or reconstructed according to the site development standards in effect at the time of its original construction except that replacement, restoration and reconstruction can occur only in compliance with all other applicable building, plumbing, electrical, gas, fire and other construction and safety related regulations in effect at the time of application for permit to allow replacement, restoration, or reconstruction. In no event shall the destroyed nonconforming structure be replaced to a degree or level more restrictive than the original structure as to height, lot coverage, floor area, yard setbacks or other applicable site development standards at the time of its original construction.~~

~~(3) Repairs and maintenance of nonconforming structures. Routine repairs and maintenance of nonconforming structures on fixtures, wiring or plumbing or on the repair or replacement of walls shall be permitted.~~

~~(4) Change in location of nonconforming structure. Should any nonconforming structure be moved for any reason to any distance whatever from its original permitted location, it shall then conform to the regulations for the zoning district in which it is located after it is moved.~~

~~(5) Accessory structure. Structures normally accessory or incidental to a permitted structure or use in the zoning district in which the nonconforming structure is located may be permitted as accessory structures to the nonconforming structure.~~

~~(6) Abandonment or discontinuance of nonconforming structure. The abandonment or discontinuance of a nonconforming structure for a period of 180 consecutive days or six months shall render the nonconforming structure status of the specific nonconforming structure null and void.~~

~~(G) Nonconforming characteristics of use. Characteristics of use, such as off-street parking, off-street loading, and landscaping requirements, shall be interpreted to be synonymous with a part of the nonconforming classification of uses and structures legally permitted and existing at the time of the passage of this section or an amendment thereto, although such characteristics of use do not conform to the provisions of this Code.~~

~~(H) Nonconforming lots, structures. Uses and characteristics of use in combinations. If on the effective date of this section, a lot of record, structure, use or characteristics of use of land, in any combination thereof, exists that would not be permitted under the terms of this section, but was lawful at the time~~

of its original existence, that use may be continued unless otherwise deemed abandoned or terminated or required to be eliminated or brought into conformance by other applicable provisions of this section. Subsections (E) and (F) shall apply to all nonconforming lots or record, structures, uses and characteristics of use, and combinations of any or all of them.

(Ord. No. 02-04, § 1, 1-22-02; Ord. No. 02-11, § 1, 4-23-02)

ZONING DISTRICTS AND DISTRICT MAP

~~§ 152.010 Establishment of districts; purpose and intent.~~

~~In order to regulate and restrict the location of commercial, public and semi-public uses, and residences, and the location of buildings erected or altered for specific uses, to regulate or limit population density and the intensity of the use of lot areas, and to regulate and determine the areas of yards, courts, and other open spaces within and surrounding such buildings, the following zoning districts are hereby established:~~

~~(A) Single-Family Residential Districts.~~

~~(1) RS-1 Low Density Single-Family Residential District (See § 152.026).~~

~~(2) RS-2 Medium Density Single-Family Residential District (See § 152.027).~~

~~(B) Multiple-Family Residential Districts.~~

~~(1) RM-40 Medium Density Multiple-Family Residential District (See § 152.028).~~

~~(2) RM-70 High Density Multiple-Family Residential District (See § 152.029).~~

~~(C) Commercial District.~~

~~(1) CG-General Commercial District (See § 152.030).~~

~~(2) CL-Limited Commercial District (See § 152.031).~~

(Ord., passed 4-1-83)

~~§ 152.011 Reference to district names.~~

~~For the purpose of reference hereafter in these regulations, unless specifically provided to the contrary, the term *Residential* shall include both single-family and family districts.~~

(Ord., passed 4-1-83)

~~§ 152.012 Identifications of district maps.~~

~~Such land and the zoning district classification thereof shall be shown on a map designated as the zoning district map of the Village, dated and certified by the Village upon adoption. This zoning district map and all notations, dimensions, references, and symbols shown thereon pertaining to such districts, shall be as much a part of these regulations as if fully described herein, and shall be filed as part of these regulations. The map and any later alterations shall be available for public inspection in the offices of the Village Manager or his designate. These regulations shall be similarly dated, filed, and made available for public reference.~~

~~(Ord., passed 4-1-83; Am. Ord. 85-05, passed 5-28-85)~~

~~§ 152.013 — Publication of district maps.~~

- ~~(A) The Village Manager or his designate shall cause to be published, or prints made available, no later than March 31 of the year following adoption of these regulations, the official zoning district map, clearly showing the zoning district boundaries and zoning district names and designations for the incorporated area of the Village. In each calendar year thereafter, if there have been any changes in the zoning district boundaries or in reorganization of districts and district classifications in the preceding year, such amended map shall be published no later than March 31, and shall reflect all changes as of December 31 of the preceding year.~~
- ~~(B) Any person desiring a copy of the official zoning district map shall pay a fee for each copy, as set by ordinance.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.014 — Interpretation of district boundaries.~~

- ~~(A) Map symbols. A district name or letter-number combination shown on the zoning district map indicates that the regulations pertaining to the district designated by that name or letter-number combination extend throughout the whole incorporated area of the Village, bounded by the district boundary lines within which the name or letter-number combination is shown or indicated, except as otherwise provided by this section.~~
- ~~(B) Interpretation. Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of these regulations, the following rules shall apply:~~
- ~~(1) In cases where a boundary line is given a position within a street, alley, or easement, it shall be deemed to be in the center of the right-of-way of the street, alley, or easement. If the actual location of the street, alley, or easement varies slightly from the location as shown on the zoning district map, then the actual location shall control.~~
 - ~~(2) In cases where a boundary line is shown as being located a specific distance from a street line or other physical feature, this distance shall control.~~
 - ~~(3) Where the district boundaries are not otherwise indicated and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where bounded approximately by lot lines, said lines shall be construed to be the boundary of such districts unless the boundaries are otherwise indicated on the map or by ordinance.~~
 - ~~(4) In unsubdivided property, unless otherwise indicated, the district boundary line shall be determined by the use of the scale contained on the zoning district map.~~
 - ~~(5) All water areas within the zoning jurisdiction are considered to be within a zoning district and controlled by applicable district regulations. District boundaries over water areas are located by noted or scaled dimensions, by relation to physical features, by coincidence with Village limit lines, or by a straight line projection of the centerlines of streets as indicated on the zoning district map. Straight line district boundaries over water areas shall be assumed to continue as straight lines until they intersect with each other, with Village limit lines or county limit lines.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.015 — New land area.~~

~~Any land hereafter created within or annexed to the corporate area of the Village shall take the classification of "RS-1" Low Density Single-Family Residential. This shall include the extension of existing bulkhead lines or the creation of islands not contiguous to existing islands.~~

~~(Ord., passed 4-1-83)~~

DISTRICT REGULATIONS

~~§ 152.025 General regulations.~~

~~(A) Compliance with regulations.~~

- ~~(1) No land or water area may be used except for a purpose permitted in the district in which it is located.~~
- ~~(2) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building or part thereof be used except for a use permitted in the district in which the building is located.~~
- ~~(3) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered to exceed the height limit herein established for the district in which the building is located.~~
- ~~(4) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the area regulations of the district in which the building is located.~~
- ~~(5) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the off-street parking and loading regulations of the district in which the building is located.~~
- ~~(6) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area, floor area ratio, or open space ratio regulations of the district in which it is located.~~

~~(B) Encroachment reduction of lot area. The minimum yards, parking space, and open spaces, including lot area per family, required by these regulations for each and every building existing at the time of the passage of these regulations or for any building hereafter erected, shall not be encroached upon or considered as required yard or open space for any other building, except as hereinafter provided, nor shall any lot area be reduced below the requirements of these regulations.~~

~~(C) Accessory buildings; prior construction. No accessory building, structure, or dock shall be constructed upon a lot until the construction of the main use building has actually commenced. No accessory building shall be used unless the main use building on the lot is also being used.~~

~~(D) Location on a lot required. Every building or structure hereafter erected, moved, or structurally altered shall be located on a lot as herein defined, and except as hereinafter provided, in no case shall there be more than one main building on one lot.~~

~~(Ord., passed 4-1-83)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.026 RS-1 Low Density Single-Family Residential District.~~

(A) ~~Purpose and intent.~~ The purpose of this District is to provide for low-density single-family residential development in a spacious setting, together with such accessory uses as may be necessary and compatible.

(B) ~~Uses permitted.~~ Single family residential dwellings including duly licensed home occupation.

(C) ~~Site development standards.~~

(1) ~~Minimum lot size:~~

~~Area—7,000 square feet~~

~~Frontage—70 feet~~

(2) ~~Minimum yard setbacks:~~

Setback	Distance (Feet)
Front	20
Side (corner)	20
Side (interior)	10
Rear	15
Waterfront	25

~~The foregoing is applicable except for Lots 1 through 7 of Block 1 and 1 through 4 of Block 2, respectively, of the subdivision known as North Bay Island, which shall have a minimum waterfront setback of 20 feet.~~

(3) ~~Maximum building height:~~ Three stories, or 25 feet plus the required FEMA base flood elevation, neither to exceed a cumulative total of 35 feet.

(4) ~~Minimum floor area:~~

~~One story—2,000 square feet~~

~~Two story—2,600 square feet~~

~~(Ord., passed 4-1-83; Ord. No. 02-20, § 1, 7-9-02; Ord. No. 03-01, § 1, 3-11-03)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.027—RS-2 Medium Density Single-Family Residential District.~~

~~(A) Purpose and intent. The purpose of this District is to provide for medium-density single-family residential development in a relatively spacious setting, together with such accessory uses as may be necessary and compatible.~~

~~(B) Uses permitted. Single-family residential dwellings including duly licensed home occupation.~~

~~(C) Site development standards:~~

~~(1) Minimum lot size:~~

~~Area—6,000 square feet~~

~~Frontage—60 feet~~

~~(2) Minimum yard setbacks:~~

Setback	Distance (Feet)
Front	20
Side (corner)	15
Side (interior)	7½
Rear	15
Waterfront	25

~~(3) Maximum height: Three stories, or 25 feet plus the required FEMA base flood elevation, neither to exceed cumulative total of 35 feet.~~

~~(4) Minimum floor area:~~

~~One story—1,500 square feet~~

~~Two story—2,000 square feet~~

~~(Ord., passed 4-1-83; Ord. No. 94-01, § 3, 5-10-94; Ord. No. 02-20, § 2, 7-9-02; Ord. No. 03-01, § 2, 3-11-03)~~

~~**Cross reference**—Penalty, § 152.999.~~

~~§ 152.028—RM 40 Medium Density Multiple-Family Residential District.~~

~~(A) Purpose and intent. The purpose of this District is to provide for medium density multifamily residential development, together with such accessory uses as may be necessary and compatible. This district is intended to be utilized as a transitional buffer between single-family residences and high density apartments or commercial uses.~~

~~(B) Uses permitted:~~

- ~~(1) Multifamily residential dwellings.~~
- ~~(2) Management offices within structures containing eight or more dwelling units.~~
- ~~(3) Duly licensed home occupation.~~

~~(C) Site development standards:~~

- ~~(1) Minimum lot size:~~
 - ~~Area—10,000 square feet~~
 - ~~Frontage—100 feet~~
- ~~(2) Minimum yard setbacks:~~

Setback	Distance (Feet)
Front	25
Side (corner)	25
Side (interior)	20
Rear	15
Waterfront	25
Adjacent single-family structure	100

- ~~(3) Maximum density: 40 efficiency or one-bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other type dwelling unit types permitted.~~

Unit Type	Required Lot Area Sq. Ft./Unit	Density Units/Acre
Efficiency	1,085	40.1
One-bedroom	1,085	40.1
Two-bedroom	1,200	36.3

Three-bedroom —or larger	1,320	33.0
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- (4) ~~Maximum building height: 45 feet or four stories, whichever is less. However, a grade level of parking, not exceeding ten feet in height, shall not be included in this height limitation. The grade level parking floor may include other nonresidential uses, including laundry rooms, recreational rooms, storage rooms, and an office for building management.~~
- (5) ~~Minimum pervious area: 25 percent of the total lot area shall be retained as pervious area and shall be landscaped and maintained.~~
- (6) ~~Minimum floor area:~~

Unit Type	Floor Area (Sq. Ft.)
Efficiency	400
One-bedroom	750
Two-bedroom	1,000
Three-bedroom or larger	1,150

(D) ~~Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions:~~

- (1) ~~Single family homes consistent with the setback provisions of the RS-1 (Low Density Single Family Residential District).~~

(Ord., passed 4-1-83; Ord. No. 94-01, § 4, 5-10-94; Ord. No. 00-08, § 1, 8-8-00)

Cross reference ~~Penalty, § 152.999.~~

§ 152.029 ~~RM 70 High Density Multiple-Family Residential District.~~

(A) ~~Purpose and intent. The purpose of this district is to provide for high-density multifamily residential structures.~~

(B) ~~Use permitted.~~

- (1) ~~Multifamily residential dwellings.~~
- (2) ~~Management offices within structures containing eight or more dwellings units or guest rooms.~~

- (3) ~~Office retail and service commercial facilities of an ancillary nature within structures containing 100 or more dwelling units or guest rooms. Access to such nonresidential facilities shall be only inside the building and there shall be no external advertising signs, display windows or entrances, provided, however, that within a building containing 400 or more dwelling units, entrances, external signs and display windows which do not abut or face a public right-of-way and cannot be read from the public right-of-way shall be permitted, provided further that such external signs shall be affixed flat against the facade or awning canopy of the commercial facility; not exceed in area ten percent of the area of the facade of the facility; be compatible as to materials, background and style with all adjacent and contiguous commercial facilities, and not self-illuminated, "activated," "animated," "flashing," or "beacon light" signs as defined in § 152.076 of the Code.~~

~~(C) Site development standards:~~

- ~~(1) Minimum lot size:~~

~~Area B—27,000 square feet~~

~~Frontage—75 feet~~

- ~~(2) Minimum yard setbacks:~~

Location	Distance (Feet)
Kennedy Causeway (north side)	40
Kennedy Causeway (south side)	60
Other street frontages	25
Rear	25
Adjacent single-family district	100
One side (interior)	15
Second side (interior)	20% of the lot width

~~The total side setback area free of structures at the ground level shall be at least 60 feet.~~

- ~~(3) Maximum density: 70 efficiency or one-bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted:~~

Unit Type	Required Lot Area (Sq. Ft./Unit)	Density Units/Acre
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Efficiency	620	70.3
One-bedroom	620	70.3
Two-bedroom	685	63.6
Three-bedroom or larger	750	58.1

- (4) ~~Maximum building height: 150 feet [or] 15 stories, whichever is less, a maximum of four stories may be utilized for a parking structure. (See subsection (7) below.)~~
- (5) ~~Minimum previous [pervious] area: 20 percent of the total parcel. The lot area at grade level shall be retained as previous [pervious] area and shall be landscaped.~~
- (6) ~~Minimum floor area:~~

Unit Type	Floor area (Sq. Ft.)
Efficiency or hotel room	600
One-bedroom	900
Two-bedroom	1,200
Three-bedroom or larger	1,350

- (7) ~~Minimum boardwalk/baywalk accessibility criteria: Properties contiguous to Biscayne Bay and its natural tributaries shall provide a public access boardwalk/baywalk in the riparian right-of-way or an upland shoreline access easement adjacent to and parallel to the riparian right-of-way. These properties shall also provide a connective public easement connecting contiguous properties and the public right-of-way to these building shoreline access areas.~~
- (8) ~~Bonus. The following maximum building height bonuses are permitted in the RM-70 District when any of the design bonus alternatives listed in 8(A) through 8(H) are incorporated into proposed project and the incorporated alternatives are subsequently approved by the Village Commission upon recommendation of the Planning & Zoning Board. Bonus approval shall be done at the time of Site Plan Review as required by 152.105(C)(9). Each bonus alternative may be claimed once for a development and multiple awards for the same bonus feature shall not be permitted.~~

~~The Village Commission may grant bonuses subsequent to a public hearing when it is determined by the Commission that the proposed bonus amenities are substantive in nature, contribute to an overall project design which takes into account the public's critical interests in new development~~

~~and where the proposed plan is otherwise in substantial conformity with the Village's Comprehensive Plan.~~

- ~~(A) *Twenty-foot height bonus.* An additional impact fee of \$1,500.00 per unit in the building shall be paid to North Bay Village for beautification of the John F. Kennedy Causeway (State Road 934). {This fee shall be set towards a Causeway Beautification Fund} and/or~~
 - ~~(B) *Twenty-foot height bonus.* A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the construction of a Village-wide boardwalk. {This fee shall be set towards a Boardwalk Fund} and/or~~
 - ~~(C) *Twenty-foot height bonus.* A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the remodeling of the entrances to the islands. {This fee shall be set towards an island entrance Remodeling Fund} and/or~~
 - ~~(D) *Ten-foot height bonus.* A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for providing art in public places. This bonus is applicable only in conjunction with one of the above three mentioned bonuses. {This fee shall be set towards an Art in Public Places Fund} and/or~~
 - ~~(E) *Ten-foot height bonus.* A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for the planting of trees for the interior island streets. {This fee shall be set towards a tree fund for the interior island streets} and/or~~
 - ~~(F) *Ten-foot height bonus.* A developer shall be required to pay a fee of \$750.00 per unit in the building, which shall be utilized for sidewalk enhancement, as well as the replacement of walkway areas from plain concrete to brick pavers. {This fee shall be set towards a sidewalk enhancement fund}~~
 - ~~(G) *Reserved.*~~
 - ~~(H) *Density bonus.* Each parcel shall have the ability to purchase additional buildable units from North Bay Village for a price of \$40,000.00 per unit. These units shall be derived from land currently owned by the Village, which will not be developed into residential buildings in the future. The money from these units shall be utilized for future Village parks and for the purchase of land for additional open green space. These units are to come from the development rights of Village Hall as well as the public works property on Treasure Island. The total buildable units are: 129 Efficiencies; 129 1 Bedroom Units; 117 2 Bedroom Units; 106 3 Bedroom Units. Monies due from development under the bonus participation program shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission. Thereafter, the appropriate number of units will be deemed to the property. {This fee shall be set towards a Village Park Fund}.~~
- ~~(9) All properties developed under the RM-70 Zoning requirements shall provide the following:~~
- ~~1. A Public access boardwalk as required by the Miami Dade County Shoreline Review Committee. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor).~~
 - ~~2. All exterior paving surfaces, except for covered parking garages, shall be constructed of brick pavers.~~
 - ~~3. A water feature shall be provided in the front of each development.~~
 - ~~4. Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.~~
 - ~~5. Developments shall provide streetscape benches along the boardwalk areas.~~
 - ~~6. All parking garages shall be constructed with architectural features that hide them from public view. (glass, screening, greenery etc.).~~

7. Lighting shall be provided in all areas in the front of development where trees are planted.

Funds paid to North Bay Village as a result of the bonus participation program shall be transferred between all accounts created for the purposes listed herein.

(Ord., passed 4-1-83; Ord. No. 93-06, § 1, 5-11-93; Ord. No. 94-01, § 5, 5-10-94; Ord. No. 97-14, § 1, 12-9-97; Ord. No. 00-12, § 1, 12-12-00; Ord. No. 01-05, § 1, 6-26-01; Ord. No. 01-07, § 1, 11-27-01; Ord. No. 02-03, § 1, 1-22-02; Ord. No. 02-30, § 1, 1-28-03; Ord. No. 03-18, § 2, 11-25-03)

Cross reference—Penalty, § 152.999.

§ 152.0295—Special exceptions in high density multiple family residential district.

(A) *Purpose and intent.* This section recognizes that certain parcels exist in the RM-70 District which do not meet the minimum lot size requirements set forth in § 152.029 to permit a building to be erected, converted, enlarged, reconstructed, moved or structurally altered (undersized parcels). Some of said parcels are improved and some unimproved. The purpose of this section is to establish criteria whereby undersized parcels may be put to reasonable use, consistent with the Village's Comprehensive Master Plan for development and in furtherance of a policy which discourages overdevelopment and urban congestion.

(B) *Uses permitted.* Uses permitted shall be the same as permitted in § 152.029(B)(1).

(C) *Site development standards:*

(1) Minimum lot size shall be 40 percent of the area prescribed and 40 percent of the front footage requirement of § 152.029(C)(1) (minimum undersized parcels).

(2) Minimum yard setbacks shall be the same as specified in § 152.029(C)(2) provided that existing buildings, which were completed prior to April 1, 1983, (existing structures) and were lawfully constructed so that any existing setback encroaches into the setback area prescribed by current law but not in excess of 33 1/3 percent of the current setback requirements (nonconforming setback) shall be subject to the provisions of subsection (C)(4) hereafter.

(3) Maximum density shall be as prescribed in § 152.029(C)(3) except that (a) on minimum undersized parcels there shall be a maximum of six residential units; (b) in case of undersized parcels which exceed the minimum area and frontage prescribed in subsection (C)(1) above, in addition to six units there shall be allowed one unit for each whole 750 square feet of land area in excess of the minimum area prescribed in subsection (C)(1).

(4) The maximum building height on minimum undersized parcels shall be three stories or 36 feet above code approved grade, whichever is less. However, in the event an existing structure is the subject of a nonconforming setback, the new covered or roofed area of the third floor (if there is one) shall be reduced in area on the basis of one and five tenths percent of the area of the second floor for each foot of nonconforming encroachment into the setback area.

The maximum building height on undersized parcels which exceed the minimum areas and frontage provided in § 152.029(C)(1) shall be one floor for each whole 1,750 square feet of land area in excess of the minimum area prescribed in subsection (C)(1), not to exceed six stories or 72 feet above code approved grade, whichever is less.

Provided further, as to buildings newly constructed under the provisions of this Code, grade level beneath the building parking not exceeding ten feet in height shall not be included in the height limitation herein imposed.

(5) Minimum pervious area: The provisions of § 152.028(C)(5) are adopted and shall apply to buildings under this section.

- ~~(6) Minimum floor area: The provisions of § 152.029(C)(6) are adopted and shall apply to buildings under this section.~~
- ~~(7) Offstreet parking: The offstreet parking requirements as set forth in §§ 152.040 through 152.044 shall apply to buildings under this section except that every dwelling unit, regardless of size, shall require two parking spaces.~~
- ~~(8) All requirements of landscaping of the Village and county code shall be fully applicable to buildings under this section.~~

~~(Ord. No. 93-07, § 1, 7-13-93)~~

~~§ 152.0296 Planned Residential Development (PRD) Zoning Overlay.~~

- ~~(A) Purpose and intent. The purpose and intent of the Planned Residential Development (PRD) Overlay Zoning District is to create a living environment that is responsive to the needs of its residents; to provide flexibility in planning, design, and development consistent with the Village's Comprehensive Plan; to encourage innovative approaches for the design of community environments; to provide for an efficient use of land; to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in development and construction technology; to encourage infill and the redevelopment of the Village's multi-family areas; and to promote the public health, safety and general welfare of North Bay Village. The PRD Ordinance shall be deemed an Overlay Zoning District and shall be approved only after public hearings for a specific site.~~
- ~~(B) When applying the terms and conditions imposed by this section, the Planning and Zoning Board and the Village Commission shall determine compatibility with already existing zoning for the property subject to the application and shall require applicants for PRD approval to demonstrate compatibility with already existing or approved developments adjacent to the application property.~~
- ~~(C) Ownership requirements. An application for approval of a PRD shall be either the owner(s) or the contract purchaser or lessee of the entire property encompassed by the PRD application. If the applicant is the contract purchaser or a lessee, then the owner of the entire property shall execute a notarized consent to the filing of the application. The application for approval of a PRD shall not be assignable or transferable to other parties.~~
- ~~(D) Development parameters. All applications for PRD shall comply with the following applicable development parameters:~~
 - ~~(1) The subject property shall be zoned for RM-70 multi-family use;~~
 - ~~(2) The subject property shall contain a minimum of one legally platted lot for the construction of no less than ten residential units and 20 parking spaces (off-street), or two, but not more than three, platted lots contiguous, as of the effective date of this section [Jan. 22, 2002];~~
 - ~~(3) The subject property shall be deemed one parcel of land and in the event that two or more platted lots shall constitute a PRD, the applicant shall submit a Unity of Title in a form acceptable to the Village Attorney;~~
 - ~~(4) The following definitions shall apply to this section:~~
 - ~~(a) Floor area ratio (FAR). Total gross area of a building or buildings, excluding parking garage structure, on any lot divided by the area of the lots. No structure shall contain a FAR of greater than 3.0 for one lot; 3.75 for two lots; and 4.00 for three lots.~~
 - ~~(b) Gross floor area. Total area of all floors of a building that are enclosed including common areas such as elevators (area of shafts at ground floor only), stairs (except open stairways and enclosed stairways which are means of egress required by the fire department), corridors, interior recreation areas, storage, cabana, lobby, restrooms, etc. All these items are excluded. The garage structure with any required means of egress, and any open but covered walkways, exterior balconies, open decks, and terraces at the recreational area.~~

- ~~(c) *Restricted use of floor area.* No more than one-half of a floor area used for amenities can be allocated for dwelling units.~~
- ~~(d) *Building height.* No structure shall exceed 170 feet in overall height above base flood elevation (BFE) including all structures for stairways, storage, mechanical, elevator, recreational uses, et cetera. The total area of these uses shall not exceed 30 percent of the footprint of the last residential floor. Moreover, an elevator shaft may exceed 160 feet in height based on evidence of necessity as a result of requirements for elevator construction. The roof of any residential dwelling unit shall not be higher than 150 feet from BFE.~~
- ~~(e) *Pedestal.* Portion of a building that contains the parking level entry lobby, office, manager's unit, storage, mechanical room, recreational facilities, and parking structures.~~
- ~~(f) *Tower.* Portion of the building that contains residential units, parking structures, and may also include recreational facilities.~~
- ~~(E) The following uses are permitted in the PRD: Multifamily residential and recreational facilities ancillary thereof.~~
- ~~(F) Site.~~
 - ~~(1) *Setbacks.* Setbacks for a new building without pedestal and tower design shall follow setback requirements outlined in the RM-70 Multi-family High Density Residential Zoning District:~~
 - ~~(a) Front pedestal—20 feet~~
 - ~~(b) Front tower—25 feet~~
 - ~~(c) Rear pedestal/tower—25 feet~~
 - ~~(d) Sides pedestal—Ten feet~~
 - ~~1. Tower—One side—15 feet~~
 - ~~2. Tower—Other side—20 percent of frontage~~
 - ~~(2) *Flex setback.* Designer has the option to offer creative design solutions to the building configurations and the Village will allow the tower (and pedestal for one-lot sites only) to encroach into the setbacks as per the "flex box" criteria.~~

~~The total floor area of encroachment (which shall exclude a maximum of 25 percent of the total square footage of all the balconies on the plan), into the setbacks must be adjusted by deducting it from the buildable "box" allowed under the standard setback regulations provided below and in no instance is the designer allowed to build more area per floor than what is permitted under this buildable box, and in no instance may any wall length which encroaches into any side yard setback be longer than one-third of the length of a wall (which shall not include balconies with railings or other physical containment which do not exceed 42 inches in height) which is permitted under the buildable box and the standard setback regulations provided below. The length of wall measurement shall be made at the point of maximum encroachment into the flex setback area.~~
 - ~~(3) *Building height.* No structure shall exceed 150 feet from base flood elevation to the roof of the last residential floor and 160 feet for the overall height of the structure, as defined in section (4)d. further provided, no pedestal shall exceed 30 feet in height.~~
 - ~~(4) *Off-street parking.*~~
 - ~~(a) Off-street parking shall be required on a basis of two spaces per residential unit, and such other requirements as defined in section 152.042 except as defined herein.~~
 - ~~(b) All parking spaces must be screened from ground-level view.~~
 - ~~(5) *Design.*~~
 - ~~(a) A standard space shall be a minimum of nine feet by 18 feet zero inches long, except for parallel parking in which the space shall be nine feet six inches wide by 21 feet zero inches~~

long. The driveway required in 90-degree parking shall be a minimum of 22 feet zero inches wide. Not less than two percent of required parking spaces shall be allocated for handicapped usage. The parking design for handicapped spaces shall be consistent with applicable state standards.

- (b) ~~For single lot sites only: Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps are permitted to be smaller than 22 feet in width if they are either limited to one-way traffic or designed so that gates or other barriers prevent the entry of more than one vehicle at a time. No drive aisle may be less than 10.5 feet in width.~~

~~Notwithstanding the above or the requirements of section 152.042, mechanical parking lifts may be permitted in an enclosed garage structure if approved by the Village Commission through the PRD site plan review process. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Both parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. A mechanical parking structure may be permitted if it meets the following standards:~~

- ~~1. The mechanical parking lifts and the garage structure shall be designed so that the noise or vibration from the operation of the lifts shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions.~~
 - ~~2. All mechanical parking lifts must be installed by the manufacturer or a manufacturer-approved installer.~~
 - ~~3. All lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once every six months. A copy of the inspection report must be provided to the Village.~~
 - ~~4. All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.~~
 - ~~5. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.~~
 - ~~6. All mechanical lift components shall be Underwriters Laboratories (UL) approved.~~
 - ~~7. All non-mechanical parking spaces in the garage structure must measure at least nine feet in width by 18 feet in depth.~~
 - ~~8. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of lifts. Proof of the service contract must be provided to the Village annually.~~
 - ~~9. The ceiling height of any parking level with parking lifts within a garage shall be a minimum of 11 feet six inches.~~
 - ~~10. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below.~~
- (6) ~~Entrance feature/porte cochere. A covered/sheltered entrance feature shall be permitted to the front property line. Fourteen feet of vertical clearance shall be provided. If loading spaces are provided at this location, 14½ feet of vertical clearance shall be provided. Columns may be provided to support porte cochere.~~

- (7) ~~Balconies.~~ Exterior balconies/terraces and covered walkways excluding rooftops and other non-covered areas may extend into setbacks a maximum of 25 percent of the allowable setback measurement but may not extend beyond the pedestal setback. Balconies projecting into setbacks shall be deemed as encroachments herein, but shall not be calculated as part of the floor area ratio. Notwithstanding anything herein to the contrary, in no event shall the total square footage of balconies exceed more than 25 percent of the total square footage of the buildable box.
- (8) ~~Landscape requirements.~~ A minimum of 30 percent of the exposed roof deck of the pedestal and any open areas with amenities shall be landscaped, and in addition "hardscape" (pavers, fountains, awnings, etc.) may be permitted if approved by the Village. An applicant shall be required to submit a detailed landscape plan to the Village. The landscape plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.
- (9) ~~Unit size.~~ All units shall comply with the minimum size requirements as follows:

Unit Type	Floor Area (Sq. Ft.)
Efficiency	600
One bedroom	900
Two bedroom	1,200
Three bedroom or larger	1,350

- (G) ~~Application procedure.~~ The applicant shall submit an application to the Village Manager, or his/her designee, on a form(s) prescribed by the Village Manager. The Village Manager shall require at least the following information which shall be considered the PRD application:
- (1) ~~Letter of intent;~~
 - (2) ~~Payment of \$5,000.00 development review application fee for each application submitted. Fees incurred by the Village for special planning and/or legal consultant services during the development plan approval process shall be reimbursed to the Village by the applicant;~~
 - (3) ~~A detailed site plan showing dimensions of building(s), structure(s), setback(s), open space(s), landscaping and off-street parking. The landscaping plan shall provide buffering and/or masking of all parking facilities;~~
 - (4) ~~Proposed floor plans and elevations (including signage) for all buildings and structures encompassing the size, placement and number of units;~~
 - (5) ~~A complete list of uses and the square footage for each use;~~
 - (6) ~~A certified copy of a land survey;~~
 - (7) ~~Detailed calculations of water consumption increase and calculation of wastewater;~~
 - (8) ~~Any other documentation as the Village Manager, or his/her designee, reasonably determines is necessary to properly review the proposed project; and~~

- (9) ~~Within ten days prior to the Planning and Zoning Board public hearing, the applicant shall furnish to the Village Manager, or his/her designee to make available for viewing an architectural model built to scale and photographs depicting same. Said model shall be retrieved by the developer within 30 calendar days following the final public hearing before the Village Commission, and the photographs depicting the model shall become a part of the public records. Said model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that all setbacks for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.~~
- (H) ~~Public hearing procedure. At a public hearing, the applicant shall have the burden of proof in demonstrating that the PRD application complies with the purpose and intent of the PRD ordinance. In determining whether to grant approval of the PRD application, with or without appropriate and necessary conditions and safeguards, the Planning and Zoning Board and Village Commission shall determine whether the application complies with the purpose and intent of this section and shall make the following findings:~~
- ~~(1) Whether the application is consistent with the Village's Comprehensive Plan.~~
 - ~~(2) Whether the proposed development will have a favorable effect on the economy of the Village.~~
 - ~~(3) Whether the proposed development application will generate or result in excessive noise or traffic.~~
 - ~~(4) Whether the proposed development will cause an undue or excessive burden on public facilities and services, including water, sewer, solid waste disposal, recreation, transportation, streets, roads, highways or other such facilities, which have been constructed, or which are planned or budgeted for construction.~~
 - ~~(5) Whether the proposed development will tend to create a fire hazard or other dangerous conditions.~~
 - ~~(6) Whether the proposed development will cause excessive overcrowding or concentration of people or population that would create evacuation concerns.~~
 - ~~(7) Whether the proposed development will be compatible with the surrounding area and its development, and will demonstrate innovative design in order to minimize impact on surrounding properties.~~
 - ~~(8) Whether the proposed development is a reasonable use of the property and results in a public benefit including, but not limited to, the enhancement of the subject real property and/or the redevelopment of structures in deteriorated or poor condition.~~
- (I) ~~Legal effect of PRD. Notwithstanding anything in the Code to the contrary, the approval of a PRD application shall be deemed an Overlay Zoning District to the existing zoning of the property. The approved PRD application shall encompass the approved development and the development regulations applicable to the property, and shall not be subject to any variances as may be required by other sections of this Code. However, the Village Commission shall be prohibited from approving a PRD application that would increase the intensity, density or height above that which is permitted in these PRD regulations.~~

~~In the event that the owner wishes to modify an approved PRD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space, or create an undue burden on any public facilities, a new PRD application shall be filed and shall be subject to the terms and conditions of this section. In the further event that the owner shall not begin development pursuant to the approved PRD application for a period exceeding 12 months, the PRD designation shall lapse and the Overlay Zoning District for the subject property shall terminate.~~

~~The Village Commission shall have full authority to approve, approve with modifications, or deny a PRD application based upon its legislative determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare to at least an equivalent degree as the underlying zoning. Likewise, the Village Commission shall have authority to~~

~~impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any PRD application.~~

~~Nothing contained in this section shall supersede or abrogate the express provisions of the Village's Comprehensive Plan, and all development orders issued by the Village shall not exceed the density limitations imposed by the Village's Comprehensive Plan. It shall be the duty of the Village Manager, or his/her designee, to advise the Village Commission whether any individual application will cause the density to exceed any density restrictions imposed by the Village's Comprehensive Plan.~~

~~(Ord. No. 01-09, § 1, 11-27-01; Ord. No. 02-02, § 1, 1-22-02; Ord. No. 02-28, § 1, 11-12-02; Ord. No. 03-07, §§ 1-4, 4-8-03; Ord. No. 2008-06, § 1, 6-10-08; Ord. No. 2015-12, § 3, 9-8-15)~~

~~§ 152.030 CG General Commercial District.~~

~~(A) Purpose and intent. The purpose of this district is to encourage the development of general office, retail, and service commercial uses.~~

~~(B) Uses permitted:~~

- ~~(1) Bank or financial institution.~~
- ~~(2) Clinic or hospital.~~
- ~~(3) Dry cleaning substation.~~
- ~~(4) Lounge or nightclub (subject to the provisions of Chapter 111 of the Village Code).~~
- ~~(5) Medical or dental laboratory.~~
- ~~(6) Personal services establishments, including but not limited to shoe repair, barber and beauty shop, stock brokerage, employment agency, travel bureau, and messenger service.~~
- ~~(7) Post office.~~
- ~~(8) Professional offices, including but not limited to architecture, accounting, engineering, investigative, investment and tax counseling law, medicine, and real estate.~~
- ~~(9) Restaurants, coffee shops, or delicatessens; but not to include a fast order food establishment (See subsection (C)(1) below). Outdoor dining shall be permitted as follows:~~

~~A. Outdoor seating/dining.~~

- ~~(1) An application must be filed with the Village Manager, or his/her designee, for administrative review and approval, which shall include layout of all tables, chairs, benches, and other furniture; pedestrian ingress and egress; location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).~~
- ~~(2) Outdoor seating/dining areas and uses of the public right-of-way and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the Village Manager. Such permit shall not be transferable in any manner and is strictly a conditional use permit, issued for a period of one year, renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.~~
- ~~(3) The fee for outdoor dining/seating use and area will be charged annually in the amount of \$250.00; the permit fee shall be added to the occupational license fee for the main business.~~

- ~~(4) The applicant shall provide an indemnity agreement that is acceptable to the Village Manager. This agreement will include specification of liability insurance provided.~~
- ~~(5) The conditional use permitting of outdoor seating/dining use and area may be revoked by the Village Manager or his/her designee, upon finding that one or more conditions of these regulations have been violated, or that the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the Village.~~
- ~~(6) Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein. The length of suspension shall be determined by the Village Manager as necessary. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.~~
- ~~(7) Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area. Use of Village sidewalks for trash and garbage removal shall be prohibited.~~
- ~~(8) Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any street intersections, crosswalks, public seating areas and conveniences, bus stops, alleys, service easements, handicap facilities, or access to any other commercial establishments. The width and location of the sidewalk pedestrian passage shall be as follows:

If there is seating on one side of the sidewalk, a minimum of five feet of sidewalk must remain clear and unobstructed for pedestrian passage;~~
- ~~(9) Outdoor seating/dining area on the public rights-of-way shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.~~
- ~~(10) Tables, chairs and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven feet above grade.~~
- ~~(11) Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment~~
- ~~(12) Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.~~
- ~~(13) Carts and trays for serving food are permitted in the outdoor seating/dining area.~~
- ~~(14) Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.~~
- ~~(15) Outdoor seating/dining areas may serve alcoholic beverages where such service is strictly incidental to the service of food and from a service bar only; provided no entertainment of any kind is furnished. No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.~~
- ~~(16) Any administrative decision may be appealed to the Village Commission in accordance with the requirements of this Code.~~
- ~~(17) The hours of operation shall coincide with that of the primary restaurant.~~

- ~~(10) Retail sales establishments, including but not limited to the sale of appliances, books, stationery, drugs, hardware, liquor, groceries, meats, produce and fish; however, such retail sales shall be restricted to merchandise stored and displayed within the main structure.~~
- ~~(11) Radio and television transmitting station and studio.~~
- ~~(12) Storage facilities in connection with permitted uses or non-industrial mini-storage facilities in conjunction with other retail, commercial or mixed uses, including the rental of motor vehicles and trailers consistent with off-street parking restrictions (§ 152.041(C)(3)(a)) for self-hauling purposes and the storage of said vehicles on premises, subject to site plan approval by the Village Commission; provided, however, that all such material, including waste and cooling systems and the above-described motor vehicles and trailers shall be stored or erected entirely within the walls of a building. Such rental vehicles shall not be over 30 feet in length. Parking shall be provided for the storage facility portion of any mixed-use facility at the rate of one space for every 8,000 square feet of storage area.~~
- ~~(13) Studios for artists, photographers, sculptors, or musicians, including: the teaching of art, music, dancing, or artistic instruction.~~
- ~~(C) Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions:~~
 - ~~(1) Fast order food establishments.~~
 - ~~(2) Marinas, provided that the following provisions are adhered to:~~
 - ~~(a) No docks or piers, including mooring piles, catwalks, and other appurtenances, shall be constructed closer than ten feet to any adjacent property line.~~
 - ~~(b) In no case shall a dock or pier project more than ten percent into the width of any waterway.~~
 - ~~(c) Where a marina is constructed separately from any other use, 50 square feet of landscaped open space shall be required per boat slip, 50 percent of which shall be pervious area.~~
 - ~~(d) Fire prevention and fire control equipment shall be provided as required by Chapter 3805.5 through 3807.26 of the South Florida Building Code.~~
 - ~~(e) In conjunction with the dockage or moorage of vessels, the following water-related activities, vessels and structures are prohibited:~~
 - ~~1. Commercial vessels.~~
 - ~~2. Haul-out facilities for major boat repair or overhaul work.~~
 - ~~3. Unscreened storage of boating supplies or accessories in the required front yard setback area.~~
 - ~~4. Permanent live-aboard vessels except as required for work or security purposes.~~
 - ~~(f) All the requirements, standards, and regulations of §§ 150.01 through 150.03, 150.10 through 150.12 and 150.15 through 15.21 of the Village Code shall be complied with.~~
 - ~~(3) Mixed-use commercial and multifamily structures, provided they conform with all site development standards as set forth under § 152.029(C). Commercial uses located in mixed-use developments shall not be subject to the requirements of § 152.029(B)(3).~~
 - ~~(4) Printing and publishing establishments, including blueprinting and photostating, provided that no such use shall occupy more than 1,500 square feet of gross floor area.~~
 - ~~(5) Service stations, provided that the following provisions are adhered to:~~
 - ~~(a) All structures shall be designed in a manner that is compatible with the overall environmental and architectural design goals of the community.~~
 - ~~(b) All properties shall have at least 150 feet of frontage.~~

- ~~(c) All new and used merchandise shall be stored and displayed within the main structure except tires, accessories, and lubrication items, which may be maintained in movable or enclosed cabinets.~~
- ~~(d) No used or discarded automotive parts or equipment or permanently disabled or wrecked vehicles shall be located outside the main structure except within an enclosed trash storage area.~~
- ~~(e) Major repairs or engine overhauling or transmission repair, painting, body and fender repair, and tire recapping is not permitted.~~
- ~~(f) The rental of heavy equipment and the sale or rental of merchandise not related to the motoring public, other than as specified herein, is excluded.~~
- ~~(g) The storage of up to ten rental trailers or automobiles is permitted, provided that the trailers or automobiles are backed up against a six-foot high wall, and located not less than 20 feet from any sidewalk, street, or driveway.~~
- ~~(h) Car washes are permitted as an ancillary use subject to being located 200 feet from residential uses and subject to hours of operation.~~
- ~~(i) Trash shall be stored in areas shielded from public view. Storage trash containers shall be enclosed and covered.~~
- ~~(j) Any lights provided to illuminate or advertise the service station, shall be installed and maintained in a manner so as not to create an undue glare on adjacent properties.~~
- ~~(k) Structures shall not occupy more than 30 percent of the total lot area.~~
- ~~(l) Driveways shall be permitted at the intersections of primary and secondary arterials, provided the construction of driveway entrances is within the curb return, but shall be at least five feet beyond the end of the curb return. At all intersections, whenever possible, combine driveways servicing both service station and adjacent uses, shall be designated and provided.~~
- ~~(m) Planter areas and tree wells shall be constructed and equipped with irrigation and drainage facilities and landscaped prior to final building inspection.~~
- ~~(n) Whenever the use abuts a residential district, a wall shall be erected along the property line eight feet in height.~~
- ~~(o) Service stations shall not be permitted within 300 feet of the property line of any church, synagogue, hospital, and school.~~
- ~~(p) No more than four service stations shall be permitted within the Village at any one time.~~
- ~~(6) Theaters for the showing of motion pictures shall provide no less than 400 fixed seats. When the theater is to be used solely for activities of a performing art, or an event of a cultural or civic nature, a lesser number of seats may be required by the Commission.~~
- ~~(7) Yacht clubs, provided they have a minimum of 150 feet of water frontage and no main building is less than 4,000 square feet in gross floor area.~~
- ~~(D) Site development standards.~~
 - ~~(1) Minimum lot size:~~
 - ~~Area—10,000 square feet~~
 - ~~Frontage—75 feet~~
 - ~~(2) Minimum yard setbacks:~~

Location	Distance (Feet)
Kennedy Causeway (north side)	40
Kennedy Causeway (south side)	60
Other street frontages	25
Rear	25
Side, (each)	15, plus five feet for each story over three

(3) ~~Maximum building height: 130 feet or 12 stories, whichever is less, two stories of which may be utilized for a parking structure.~~

(4) ~~Minimum pervious area: 20 percent of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.~~

(E) ~~Prohibited uses.~~ Boat storage facilities utilized for the purpose of storing boats shall be prohibited in the CG (General Commercial) District.

(Ord., passed 4-1-83; Ord. No. 98-03, § 1, 9-15-98; Ord. No. 01-02, § 1, 2-13-01; Ord. No. 01-08, § 1, 11-27-01; Ord. No. 2006-19, § 1, 11-8-06; Ord. No. 2006-21, § 1, 12-28-06; Ord. No. 2008-24, § 1, 10-14-08)

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.031—Limited commercial district.~~

(A) ~~Purpose and intent.~~ The purpose of this district is to provide for an area in which tourist accommodation, including but not limited to hotels and motels and accessory uses thereto, will be permitted.

(B) ~~Uses permitted.~~

(1) ~~Hotels or motels.~~

(2) ~~Multifamily residential dwellings including tourist units or lodging for transients, including any units designed or intended to provide an accommodation or facility of a time sharing plan divided into time sharing periods, including but not limited to units regulated by F.S. Ch. 721, being the Florida Real Estate Time Sharing Act.~~

(3) ~~Management offices within structures containing eight or more dwelling units, time share units, or guestrooms.~~

(4) ~~Office, retail, and service commercial facilities of an ancillary nature within structures containing 100 or more dwelling units, time sharing units, or guestrooms. Access to such nonresidential facilities shall be only from inside the building and there shall be no external advertising signs, display windows, or entrances. Said uses shall be considered accessory uses to the building and~~

not independent therefrom. Such commercial facilities shall be on a separate floor or otherwise segregated from dwelling units.

~~(C) Site development standards:~~

~~(1) Minimum lot size:~~

~~Area—28,000 square feet~~

~~Frontage—200 feet~~

~~(2) Minimum yard setbacks:~~

Location	Distance (Feet)
Kennedy Causeway (north side)	40
Kennedy Causeway (south side)	60
Other street frontages	25
Rear	25
Adjacent single-family district	100
Side, (interior)	15, plus five feet for each story over three

~~(3) Maximum density. 70 one-bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted:~~

Unit Type	Required Lot Area (Sq. Ft./Unit)	Density Units/ Acre
Hotel or motel room	440	99.0
Efficiency	500	87.1
One-bedroom	620	70.3
Two-bedroom	685	63.6

Three-bedroom or larger	750	58.1
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(4) ~~Maximum building height.~~ 130 feet or 12 stories, whichever is less, two stories of which may be utilized for a parking structure. When a CL-zoned property is located in the Bay View Overlay District, all provisions of Section 152.032 shall apply. When the provisions of the Bay View Overlay District are applied to a property in this zoning district, the bonus height provisions of Section 152.029(c)(8) shall also apply.

(5) ~~Minimum pervious area.~~ 20 percent of total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

(6) ~~Minimum floor area:~~

Unit Type	Floor Area (Sq. Ft.)
Efficiency or hotel room	400
One-bedroom	750
Two-bedroom	1,000
Three-bedroom or larger	1,150

(Ord. of 4-1-83; Ord. No. 2013-05, § 2, 6-11-13)

Cross reference — Penalty, § 10.99.

§ 152.032 — Bay View Overlay (BVO) District.

(A) ~~General requirements:~~

(1) ~~Purpose and intent.~~ The BVO District is intended to encourage taller, narrower, mixed-use buildings on commercial lots on the north side of Kennedy Causeway where such lots front directly on, and provide unimpeded views north to Biscayne Bay. As such, this district provides the opportunity for development and redevelopment of mixed-use residential buildings at greater heights than are otherwise permitted in the CG or CL Zoning Districts if certain requirements are met. In order to provide incentives for re-development and streamline the development approval process, the BVO District has been pre-designated on the official zoning map. Application of the development incentives available in the BVO District to individual properties will be reviewed and approved by the Planning and Zoning Board and Village Commission concurrently with the site plan approval process.

(2) ~~Applicability.~~

- (a) ~~The BVO District provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of lands located within geographic limits of the BVO District shown on the official zoning map.~~
 - (b) ~~All regulations of the underlying zoning district that are not otherwise addressed in these regulations shall apply. Where the underlying zoning district and the BVO District both apply, the BVO District shall govern.~~
 - (c) ~~If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.~~
- (3) ~~Procedure.~~
- (a) ~~BVO standards review.~~ Applications to use the development standards provided in the BVO District shall be processed concurrently with all other required development applications. At a minimum, the following applications are necessary and shall be considered in the following order:
 - 1. ~~Special use exception review required by subsection 152.030(C)(3), if the property is located in the CG Zoning District;~~
 - 2. ~~Building height bonus review to 240 feet pursuant to subsections 152.029(C)(8)8(A) through 8(F);~~
 - 3. ~~Bay View Overlay District standards review; and~~
 - 4. ~~Site plan review required by subsection 152.105(C)(9).~~
 - (b) ~~Approval.~~ Applications require approval by the Village Commission following a single public hearing and a recommendation from the Planning and Zoning Board. In order to approve an application, the Village Commission shall find that the development proposed:
 - 1. ~~Is compatible with surrounding intensities and densities of development;~~
 - 2. ~~Provides access to adequate light and air for surrounding properties; and~~
 - 3. ~~Preserves views of, and view corridors to, Biscayne Bay consistent with the Village's 2007 Master Charrette Plan.~~
- (B) ~~Allowable uses.~~ All uses listed as permitted or special exception uses in the underlying zoning district shall be permitted equally in the BVO District, and such use shall be subject to all conditions, requirements or limitations applicable to the use in the underlying zoning district, except as may otherwise be set forth in this section.
- (C) ~~Building heights.~~ A building height of up to a maximum of 340 feet may be proposed under the following conditions:
- (1) ~~Lots over 500 feet in depth.~~ For parcels where the lot depth is more than 500 feet, the following conditions shall apply:
 - (a) ~~The property is approved for a building height of 240 feet under the building height bonus provisions of subsections 152.029(C)(8)8(A) through 8(F).~~
 - (b) ~~The portion of any building that is more than 240 feet in height must be set back from the front property line by a distance that is not less than the height of said portion of the building.~~
 - (c) ~~If any portion of a building on the site exceeds 240 feet in height, no part of any building on the site may be closer to either side property line than a distance equal to 20 percent of the width of the lot.~~
 - (2) ~~Lots under 500 feet in depth.~~ For parcels where the lot depth is less than 500 feet, the following conditions shall apply:
 - (a) ~~The property is approved for a building height of 240 feet under the building height bonus provisions of subsections 152.029(C)(8)8(A) through 8(F);~~

- (b) ~~The entire portion of a building that is more than 240 feet in height must be set back from the front property line by a distance that is at least 40 feet, plus two feet for each foot of the highest building height in excess of 240 feet.~~
- (c) ~~If any portion of a building on the site exceeds 240 feet in height, the two side yards together must total 60 percent of the width of the lot, provided the smallest side yard may not be less than 20 percent of the width of the lot.~~
- (D) ~~Parking. If the building height provisions of subsection (C) above are utilized, the limitations for parking structure stories of subsection 152.029(C)(4) shall not apply if the structure is architecturally designed or screened so that no part of the parking structure, other than the entrance, is visible or discernable from the public right of way.~~

~~(Ord. No. 2012-08, § 2, 12-18-12)~~

OFF STREET PARKING AND LOADING FACILITIES

~~§ 152.040 Purpose and intent.~~

~~It is the purpose and intent of this subchapter to establish minimum space and design requirements for off-street parking and loading facilities to accommodate both public and private uses. The ever-increasing number of vehicles generated from and attracted to residential, commercial and public activities requires that adequate parking and loading facilities, which permit safe and efficient vehicle and pedestrian movement, be provided in order to protect the health, safety and welfare of the residents of the Village.~~

~~(Ord. of 4-1-83)~~

~~§ 152.041 Off street parking requirements.~~

~~(A) General requirements:~~

- ~~(1) Every use or structure shall provide off-street parking facilities for the use of occupants, employees, visitors or patrons. The provision of off-street parking spaces in conjunction with all land or building uses shall be completed prior to the issuance of a certificate of occupancy and such parking facilities shall be maintained as long as the use is continued.~~
- ~~(2) No owner or operator of any use or structure shall discontinue or cause a discontinuance or reduction in required off-street parking facilities required by the applicable code provisions existing at the time of construction, use or occupancy without establishing alternate parking facilities which meet the requirements of this subchapter.~~
- ~~(3) When any use or structure is altered or enlarged, with a resultant increase in floor area capacity, or space occupied, whatever necessary additional off-street parking that may be required shall be provided, and a revised site plan shall be submitted for review and approval.~~
- ~~(4) Where a use or structure which existed at the effective date of this subchapter is changed in use or occupancy to a category of use or occupancy that requires more off-street parking facilities, the increased amount of those facilities shall be provided.~~

~~(B) Joint use of facilities:~~

- ~~(1) All parking spaces required herein shall be located on the same parcel with the building or use served, except that where an increase in the number of spaces are provided collectively or used jointly by two or more buildings or establishments, the required spaces may be located and maintained not to exceed 300 feet from the use being served.~~

- (2) ~~Up to 50 percent of the parking spaces required for theaters, auditoriums and nightclubs, and up to 100 percent of the parking spaces required for churches may be provided and used jointly by banks, offices, retail stores, repair shops, service establishments and similar uses not normally open, used or operated during the same hours as theaters, auditoriums, nightclubs or churches; however, a written agreement thereto shall be properly executed and filed as specified below.~~
- (3) ~~In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, approved as to form by the Village Attorney, shall be filed and recorded in the public records of Dade County, Florida.~~

~~(C) Restrictions:~~

- (1) ~~The storage, sale or repair of merchandise or vehicles or the display of signs or advertising devices on vehicles, structures or land, and the storage and parking of commercial vehicles as defined in subparagraph (2)(a), shall not be permitted in any off-street residential parking areas. This provision shall not prohibit persons from parking vehicles in such areas that contain information that is required by any applicable laws, ordinances or regulations, if such information is provided only to the extent and in the manner required by such laws, ordinances or regulations, nor shall it prohibit the storage or parking of such commercial vehicles in such areas when such vehicles are owned or controlled by a resident of the appurtenant building and where such vehicles nor any part of them are not visible from the public right-of-way.~~
- (2) ~~Except as herein provided, in any residential district, it shall be unlawful to park any commercial vehicle for a period of time in excess of two hours between 7:00 a.m. and 6:00 p.m. or at any time between 6:00 p.m. and 7:00 a.m.~~
 - (a) ~~The term "commercial vehicle," as herein used, shall mean a motor vehicle of one-ton capacity or more or a motor vehicle or trailer of any size or capacity which is used in commerce. A motor vehicle shall be conclusively presumed to be used in commerce if the vehicle bears a sign, insignia, trademark, tradename or business designation of any nature, wherever the same may be located on the vehicle; or the vehicle is used for the transportation of persons or property for compensation. A motor vehicle will be presumed to be used in commerce if, upon visual inspection, it contains equipment and other personal property regularly, normally and ordinarily used in commerce business or trade, such as, for example, construction tools and equipment, commercial lawn mowers, tractors, ladders, paint, auto mechanics' tools, such as hydraulic jacks, tire changing equipment and towing equipment. Such presumption shall be subject to rebuttal by competent evidence.~~
 - (b) ~~The fact that a motor vehicle used in commerce as above described is designed for private use or is only used commercially on a part-time basis shall not abrogate or reduce the presumption of use in commerce. Provided, however, that the placement of a temporary (magnetic or otherwise) cover over the sign, insignia, trademark, trade name or business designation shall cause the vehicle to be in compliance.~~
 - (c) ~~The foregoing prohibition shall not apply to vehicles used by licensed contractors or service establishments actually doing work on the premises reasonably proximate to the location where parked, nor to vehicles of less than one-ton capacity containing federal, state or local government insignia.~~
- (3) (a) ~~No truck tractor, semitrailer, tandem trailer truck or special mobile equipment as hereafter defined shall be parked or permitted on any parcel of land in any district zoned Parks or General Commercial ("GC") or Mixed Use ("MU"), except for purposes of loading or unloading and except as provided elsewhere in chapter 152 of the North Bay Village Code.~~
- (b) ~~Definitions. The following terms shall have the following respective meanings:~~

1. ~~Truck tractor.~~ Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed to carry a load other than a part of the weight of the vehicle and load so drawn.
2. ~~Semitrailer.~~ Any vehicle with or without motive power other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its rests upon or is carried by another vehicle.
3. ~~Tandem trailer truck.~~ Any combination of a truck tractor, semitrailer and trailer coupled together so as to operate as a complete unit.
4. ~~Special mobile equipment.~~ Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including, but not limited to, ditch digging apparatus, well boring apparatus and road construction and maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels or other vehicles designed for the transportation of persons or property to which machinery has been attached.

(b) ~~Any person who parks, or permits parking of a truck tractor, semitrailer, tandem trailer truck or special mobile equipment in violation of section 152.041 shall be guilty of a civil infraction and subject to the procedures and penalties prescribed in chapter 153.~~

(D) ~~Driveway usage.~~ On-site driveways for single-family dwellings in residential districts shall be considered as off-street parking spaces, provided sufficient space is available on such driveways to meet the requirements of this subchapter.

(E) ~~[County-designated streets.]~~ The Village Manager is authorized to request Dade County Public Works to designate streets in residential districts, which are not part of the county's system of arterial highways, as restricted parking, in accordance with the restrictions provided in § 152.042(C).

(Ord. of 4-1-83; Ord. No. 85-07, 7-23-85; Ord. No. 89-01, 1-10-89; Ord. No. 90-16, §§ 1, 2, 11-27-90; Ord. No. 96-07, § 1, 9-24-96)

~~§ 152.042 Design standards.~~

(A) ~~Definition.~~ For the purpose of this subchapter an "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved. On single lot sites only, mechanical parking lifts, which may require another automobile to be moved, may be approved within enclosed garage structures in the PRD Overlay district, if they meet the standards of section 152.0296(F)(5). When developing under the PRD regulations found in section 152.0296, mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.

(B) ~~Paving and drainage:~~

- (1) ~~All off-street parking facilities shall be surfaced with a minimum of a rolled six-inch rock base and one-inch durable weatherproof asphaltic pavement. The occupancy or use of a given structure or premises shall be prohibited until the required off-street parking area has been improved, inspected and approved.~~

- (2) ~~All required off-street parking facilities shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards as established by all applicable laws, ordinances, and regulations.~~
- (C) ~~Traffic control.~~ Traffic control signs and pavement marking shall be used as necessary to ensure safe and efficient circulation within off-street parking areas. All traffic control measures located on private property shall be approved by the Village.
- (D) ~~Handicapped spaces required.~~ Within all required off-street parking facilities of 20 spaces or more, not less than two percent of all such spaces shall be designed and allocated for handicapped usage. Such handicapped spaces shall be located as near as possible to the principal entrance of the use or structure being served and shall be clearly identified as such.
- (E) ~~Compact spaces permitted.~~ Upon special approval by the Village Commission in accordance with the provisions on use exceptions, up to 20 percent of all required parking spaces may be designed specifically for small vehicles of the compact or foreign type, provided such spaces are clearly marked "for compact cars only" and collectively located in a defined area.
- (F) ~~Space dimensions.~~ Required and permitted off-street parking spaces shall be clear of columns or other obstructions and have the following minimum dimensions:

Type of Space	Length	Width
Standard	20	10
Handicapped	20	13
Compact	16	8

- (G) ~~Markings.~~ All off-street parking spaces shall be marked by solid stripes of at least four inches in width along each side of the space, except those sides which permit vehicle entry or abut curbs.
- (H) ~~Wheel stops.~~ Wheel stops or continuous curbing shall be placed two feet from the front of all parking spaces, except those in a parallel configuration. Wheel stops shall be at least six feet in width and be of a design and material approved by the Village.
- (I) ~~Illumination.~~ All off-street parking facilities, except those which serve single family residential dwellings, shall be illuminated according to the standards contained herein.
- (1) ~~For the purpose of this section, open off-street parking facilities shall include the surface of open-to-the-sky parking spaces, driveways, and accessways. Enclosed off-street parking facilities shall include multi-level parking garages and covered grade-level parking facilities.~~
- (2) ~~Intensity of illumination.~~
- (a) ~~Open parking facilities shall provide an average illumination intensity of one footcandle equal to one lumen per square foot, and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-third footcandles.~~
- (b) ~~Enclosed parking facilities shall provide an average illumination intensity of 50 footcandles at the entrance, ten footcandles in traffic lanes, and five footcandles in vehicle storage areas.~~

- ~~(c) The most current edition of the IES Lighting Handbook, published by the Illumination Engineers Society, shall be used as a standard for the design and testing of parking facility lighting.~~
- ~~(3) All site plans shall include a parking facility illumination plan. That plan shall be certified by a registered architect or engineer as providing illumination in accordance with the applicable minimum standards set forth above. Subsequent construction must comply with that lighting plan. If there exists a question concerning whether the work was done in accordance with specifications, the Village may require as a prerequisite to the issuance of a certificate of occupancy that the architect or engineer who prepared the plans certify that all work was done in accordance with specifications.~~
- ~~(4) All required illumination shall be controlled by automatic devices.~~
 - ~~(a) For commercial uses with open or enclosed parking facilities, the required illumination shall be provided at least 30 minutes after the closing time of any establishment served by the parking facility.~~
 - ~~(b) Any parking facility that serves a multifamily residential use must maintain the minimum levels of illumination established by this subchapter through the use of natural or artificial light 24 hours per day.~~
- ~~(5) All lighting shall be shaded or screened and positioned in such a manner as to minimize offensiveness to any neighboring property.~~
- ~~(6) All property owners and lessees shall be responsible for the replacement or repair of any light that becomes nonfunctional and reduces the illumination below the required standard.~~
- ~~(7) All additional regulations, standards, and requirements stated in section 151.26 of the Village Code shall be complied with.~~
- ~~(J) Landscaping. All parking areas shall be properly landscaped according to the provisions of the current Dade County landscaping ordinance.~~
- ~~(K) Right-of-way setback. A minimum setback of 20 feet shall be required between a public street right-of-way line, exclusive of alleys, and the entrance to the nearest parking space.~~
- ~~(L) Maintenance.~~
 - ~~(1) Off-street parking areas shall be maintained in a clean, orderly, and dust-free condition at the expense of the owner or lessee and not used for the sale, repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.~~
 - ~~(2) The surface shall be maintained in a structurally sound condition and free of potholes. A pothole is defined as crack, hole, aperture or opening in the surface which penetrates beneath the asphalt layer to any depth and is of any diameter.~~
- ~~(M) Separation from walkways and streets. Off-street parking spaces shall be separated from walkways, sidewalks, streets, or alleys by an approved wall, fence, curbing, or other protective device.~~
- ~~(N) Entrances and exits. Location and design of entrances and exits shall be in accordance with the requirements of the Village, based upon reasonable requirements for safety-traffic regulations and standards. Landscaping, curbing, or approved barriers shall be provided along lot boundaries to control entrance and exit of vehicles or pedestrians.~~
- ~~(O) Interior drives. Interior drives shall be of adequate width to serve a particular design arrangement of parking spaces, as prescribed by the Village.~~
- ~~(P) Back-out parking prohibited. All off-street parking spaces, except those relating to single-family residential dwellings, shall be designed so that no vehicle shall be required to back into a public street right-of-way to obtain egress.~~
- ~~(Q) Reduction of parking space dimensions. Upon special approval by the Village Commission, parking stall spaces may be reduced in size to nine by 20 feet. In such instances, there shall be clearcut~~

demonstration that the reduction of stall space size serves the purpose of these regulations to relieve congestion in the streets, and that a reduction of size and stall space does not thereby increase the permitted density or maximum number of units of commercially used space and/or dwelling units on the property.

(Ord., passed 4-1-83; Am. Ord. 90-06, passed 5-22-90; Ord. No. 03-06, § 1, 4-8-03; Ord. No. 2015-12, § 4, 9-8-15)

Cross reference—Penalty, § 152.999.

~~§ 152.043—Site plan review required.~~

(A) ~~All proposed off-street parking facilities shall be subject to site plan review and approval. Whenever site plan review is otherwise required in conjunction with a specific use, that review shall satisfy the requirements of this section.~~

(B) ~~Site plans shall include the following:~~

- ~~(1) All off-street parking facilities shall be designed with consideration given to surrounding street patterns, adjacent properties, and other neighborhood improvements. Consideration shall be given to the number of vehicles to be accommodated, hours of operation, and types of uses served.~~
- ~~(2) All site plans shall show the location, size, dimensions, and design of:
 - ~~(a) On-site buildings and structures.~~
 - ~~(b) Parking spaces, loading spaces, driveways, and accessways.~~
 - ~~(c) Directional markings, traffic control devices, and signs.~~
 - ~~(d) Walls, fences, pervious areas, berms, changes of grade, and planting materials.~~
 - ~~(e) Number of parking spaces required and number provided, amount of landscaping required, and amount of landscaping provided.~~
 - ~~(f) Any other related information that may be reasonably required by the Village.~~~~
- ~~(3) When off-street parking facilities are located within an enclosed structure or upon the roof of a building, the site plan shall also include interior circulation patterns, slope of ramps, and location of interior structural columns.~~

(Ord., passed 4-1-83)

Cross reference—Penalty, § 152.999.

~~§ 152.044—Minimum space requirements.~~

All uses shall be subject to the following minimum space requirements unless additional spaces may be required as the condition for securing a permitted conditional use. All fractional space requirements shall be rounded off to the next highest number.

(A) ~~Residential uses.~~

- ~~(1) Single family: Two spaces for each dwelling unit.~~
- ~~(2) Multifamily: One and one-half (1.5) space for each efficiency unit, two parking spaces for one and two-bedroom units, and three parking spaces for three-bedroom units or larger and two-bedroom units, which contain an enclosed den or other space convertible to a bedroom.~~

~~plus an additional ten) percent of the total number of required spaces for guest parking, which shall be identified as such.~~

- ~~(3) Hotels, motels, and other tourist accommodations: One space for each rental sleeping unit, plus an additional ten) percent of the total number of required spaces.~~

~~(B) Commercial uses:~~

- ~~(1) Banks and financial institutions: One space for each 300 feet of gross floor area, plus sufficient area for eight stacking spaces for each drive thru window. Drive thru lanes shall be designed so as to be totally separated from required off street parking spaces and driveways.~~
- ~~(2) Business, vocational, and trade schools: One space for each 100 square feet of gross floor area.~~
- ~~(3) Lodges, fraternal organizations, and union halls: One space for each 100 square feet of gross floor area.~~
- ~~(4) Offices (business, professional, medical, dental, or clinic): One space for each 300 square feet of gross floor area.~~
- ~~(5) Personal service establishments (dry cleaners, laundromats, exercise studios, and other similar uses): One space for each 200 square feet of gross floor area.~~
- ~~(6) Repair service establishments (shoes, watches, appliances, and other similar uses): One space for each 200 square feet of gross floor area.~~
- ~~(7) Restaurants, lounges, and nightclubs: One space for each 75 square feet of customer service area.~~
- ~~(8) Retail sales establishments: One space for each 200 square feet of gross floor area, plus sufficient area for four stacking spaces for every drive thru window. Drive thru lanes shall be designed so as to be totally separated from required off street parking spaces and driveways.~~
- ~~(9) Service stations: Three spaces, plus three spaces for every service bay.~~
- ~~(10) Theaters (motion picture): One space for each three seats or other accommodations provided.~~
- ~~(11) Vehicle sales, rental, repair, and service operations: One space for every 400 square feet of enclosed floor area for sales or rental display, plus two spaces for each service bay.~~
- ~~(12) Wholesale trade establishments: One space for every 300 square feet of gross floor area.~~

~~(C) Community facilities:~~

- ~~(1) Adult congregate living facilities: Three-quarter space per living unit.~~
- ~~(2) Churches, synagogues, and other houses for worship: One space for each four seats in the principal assembly area.~~
- ~~(3) Government offices and facilities: One space for every 300 square feet of gross floor area, plus one space for every four seats in any public assembly area.~~
- ~~(4) Hospitals: One space for each patient bed.~~
- ~~(5) Marinas: One space for every boat slip or berth, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.~~
- ~~(6) Museums, art galleries, and libraries: One space for every 400 square feet of gross floor area.~~
- ~~(7) Nursing or convalescent home: One half (1/2) space for each bed.~~

- ~~(B) Tennis, handball, and racquetball facilities (indoor or outdoor): Five spaces for every court, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.~~

~~(D) Supplemental requirements.~~

- ~~(1) Off-street parking requirements for those uses not enumerated but which are closely related and similar to the uses listed above shall be determined by the Planning and Zoning Board in accordance with the requirements for the listed similar use. Requirements for all nonsimilar uses shall be set by the Village Commission after a recommendation by the Planning and Zoning Board.~~
- ~~(2) For theaters, auditoriums, churches, or other places of public assembly in which occupants may utilize benches, pews, or other similar seating arrangements, each 18-lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.~~

~~(E) Exceptions to parking requirements.~~

- ~~(1) Off-street parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the streets would be best served by permitting such parking off the premises.~~
- ~~(2) To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.~~

~~(Ord., passed 4-1-83; Ord. No. 02-21, § 2, 7-23-02; Ord. No. 05-03, § 1, 3-15-05; Ord. No. 2008-25, § 1, 10-14-08)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.045 Off-street loading requirements.~~

~~(A) General regulations.~~

- ~~(1) At the time of the erection of any multifamily residential or nonresidential use or at the time any such use is altered, enlarged, or increased in capacity by adding dwelling units or floor area, there shall be space provided and maintained for the loading and unloading of materials, goods, or supplies, and for delivery and shipping so that vehicles for these services may use this space without encroaching on or interfering with the public use of streets, parking facilities, and alleys by pedestrians and other vehicles.~~
- ~~(2) No owner or operator of any such structure or use shall discontinue, dispense with, or cause a discontinuance or reduction in required loading facilities required herein and existing at the time of construction, use, or occupancy without establishing alternate loading facilities which meet the requirements of this subchapter.~~
- ~~(3) When any such structure or use is modernized, altered, converted, or enlarged with a resultant increase in floor area, additional off-street loading spaces that may be required shall be provided, and a revised site plan shall be submitted for review and approval.~~

- ~~(B) Space dimensions. An off-street loading space shall include an area of at least 12 feet wide by 30 feet long with 14½ feet vertical clearance. Each off-street loading space shall be easily accessible and arranged for convenient and safe ingress and egress by motor truck or trailer combination.~~

- (C) ~~Joint usage.~~ Combined or joint off-street loading spaces for two or more uses may be collectively provided if off-street loading facilities are equal in size and capacity to the combined requirements of the several uses and are so located and arranged as to be usable by all.
- (D) ~~Paving and drainage.~~ Proposed grading and drainage for off-street loading facilities shall be approved by the Village. All loading areas shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable weatherproof asphaltic pavement. Loading areas shall be maintained in a manner so as to not create a hazard or nuisance.
- (E) ~~Restrictions.~~ No areas supplied to meet required off-street parking facilities shall be utilized for or deemed to meet the requirements for off-street loading facilities.
- (F) ~~Off-street loading requirements.~~

Use Category	Gross Floor Area (Square Feet)	Spaces Required
(1) Retail, personal service, restaurant, or wholesale operation	under 10,000	0
	10,000—20,000	1
	20,000—40,000	2
	40,000—60,000	3
	over 60,000	4
(2) Multifamily residential use, hotel, motel, office, hospital, spa, place of public assembly, or similar use.	under 25,000	0
	25,000—50,000	1
	50,000—100,000	2
	over 100,000	3

(Ord., passed 4-1-83)

~~Cross reference—Penalty, § 152.999.~~

~~SUPPLEMENTAL REGULATIONS~~

~~§ 152.055—Fences, walls, and hedges.~~

~~(A) When required.~~

- ~~(1) An eight foot high wall, hedge, or fence shall be required along all side and rear commercial property lines which are contiguous to a residential zoned property, subject to vision clearance requirements established elsewhere in this section.~~
- ~~(2) All permitted outdoor storage areas in multifamily residential and commercial zones shall be visually screened from public view by an eight-foot high solid wood or masonry fence or wall.~~
- ~~(3) Fences or walls to be built in connection with other permitted recreational uses such as baseball backstops, tennis courts, handball courts, and the like shall be permitted at the height necessary for the particular use.~~
- ~~(4) All vacant lots adjacent to Kennedy Causeway shall be hedged along that portion of the lot which is adjacent to Kennedy Causeway. The hedge shall not exceed four feet in height and not be lower than two feet in height and shall be of sufficient thickness and density so as to provide a physical barrier similar in effect to a fence. The hedges shall be continuously and regularly trimmed, and any dead plants, or plants which fail to bear leaves, shall be regularly and timely replaced. The remainder of the lots shall be fenced or hedged so as to prevent the unauthorized entry of motor vehicles thereon.~~
- ~~(5) Concrete Block Walls. No fence, solid contiguous wall or ledge consisting of blocks or concrete shall be erected, constructed, installed or maintained in any manner parallel to the 70th Street Causeway.~~

~~(B) Prohibitions.~~

- ~~(1) No fence, wall, or hedge may be constructed, installed, or maintained within six feet of any fire hydrant or other emergency apparatus.~~
- ~~(2) No fence, wall, or hedge may be constructed, installed, or maintained which in any manner creates a visual obstruction to vehicular traffic. In no event shall any fence which obstructs or obscures vision, or any wall or hedge exceed four feet in height within 30 feet of the intersection of official right-of-way lines.~~
- ~~(3) No wall or fence shall exceed five feet in height within any required front yard setback, provided such fence or wall does not create a visual obstruction to pedestrian or vehicular traffic. Additionally, landscaping shall be required on the street side of any such wall or fence. Any concrete wall or concrete block wall shall be sustained in a finished condition. Hedges shall not exceed 12 feet in height in the RS-1 and RS-2 Districts.~~
- ~~(4) Walls and fences in the rear and side setbacks will be limited to a height of six feet. Hedge heights will be limited to twelve (12) feet in the front, rear and side setbacks in the RS-1 and RS-2 Districts, provided that such hedges do not interfere with vehicular traffic or visibility on public rights-of-way and are neatly trimmed. The property owner responsible for planting the hedge shall maintain the entire hedge, including the sides facing the neighboring properties in order avoid any hindrance to said neighboring property. Hedge planting is strictly prohibited within the Village right-of-way or easement area.~~
- ~~(5) No wood, chain link, wire or cable fencing or fences similar in appearance to any of the foregoing, or any vinyl clad fencing will be permitted within front setbacks. (This includes all areas past the front edge of the house running towards the street.)~~

~~(6) Ornamental entrances, fountains, plant containers, and similar architectural features exceeding the wall height restriction will be permitted, provided that:~~

~~(a) No such feature shall exceed in height the wall height restriction for that district plus three feet; and~~

~~(b) There shall be only one such feature in any front, side or rear yard, except that there may be two entrance gates.~~

~~(7) Planting of vegetation in easement areas shall conform to the following:~~

~~(a) No trees may be planted within any easement or public right-of-way area as shown on the recorded plat of the various subdivisions of the Village ("easement areas"). Nothing in this section shall be construed to prohibit the planting of low growth landscaping in the easement or right-of-way areas ("easement landscaping"). Easement or right of way landscaping is subject to removal by the Village without notice in the event that this landscaping impedes access to these areas. The Village shall not be responsible for damage to the removed landscaping;~~

~~(b) Prior to planting such easement or right-of-way areas, a landscaping plan shall be provided to the Village for review to ensure compliance with subsection (a) above; and~~

~~(c) Prior to planting such easement landscaping in easement areas, the property owner shall execute a permission for removal, release and indemnification agreement, in a form acceptable to the Village, pertaining to such easement.~~

~~(8) North Bay Island. The linear footage of any property's street front Village easement or right-of-way area must maintain a greenspace (pervious) area whereby the permissible paved area is to be limited to only 40 percent of that total linear footage. The protected greenspace shall be restricted from any paving materials including but not limited to asphalt, concrete, brick, pavers, gravel or solid cover of mulch. The depth of that protected pervious area must be maintained at full easement depth from the street to the property boundaries. Any paving of the property frontage beyond the easement area (within front yard), and greater than 40 percent of the permitted linear footage must create a green landscape facade to decrease the sight line of that paved surface from the street view.~~

~~All islands. Front yard area may be paved up to 40 percent of the total linear footage. The balance of footage may only be paved if a greenspace is created between the Village's sidewalk and the paved area, for a depth of no less than 48 inches, and heavily landscaped to create green landscape facade to decrease the sight line of that paved surface from the street.~~

~~(9) Nonconforming uses of land. The lawful use of land existing at the time of the passage of this ordinance or an amendment thereto, although such uses do not conform to the provisions of this ordinance, may be continued subject to the following provisions:~~

~~(a) Front yard areas may not be increased in paved areas.~~

~~(b) All rights and obligations subject to the nonconforming use of the land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy.~~

~~(C) General requirements.~~

~~(1) Construction and materials. No fence or wall may be constructed of materials which will be hazardous to the health, safety, or welfare of persons or animals. Fences which are erected with sheathing, pickets or slats on one side only shall have such materials placed on the side of the fence facing the adjacent property in such a manner as to conceal the structural elements of the fence from off premises view. Walls or fences constructed of concrete block shall be constructed so that the side facing away from the property on which the wall or fence is located shall be finished with stucco or some other approved material.~~

- (2) ~~Maintenance. All fences, walls, and hedges shall be maintained in a safe, attractive, and non-hazardous condition. Hedges shall not extend over or into the public right-of-way for the full height of the hedge.~~
- (3) ~~Maximum height.~~
- (a) ~~No fence or wall shall exceed six feet in height and no hedge shall exceed six feet except as may be permitted or further restricted elsewhere in this section.~~
 - (b) ~~The height of a wall, fence, or hedge shall be the vertical distance measured from the average elevation of the finished building site to the top of the wall, fence, or hedge. The average elevation shall be measured along the wall, fence, or hedge line that the same is to be placed. The land within the area which the wall, fence, or hedge is to be placed may not be increased or decreased to effect the permitted height unless the entire building site is to be graded to level off this area.~~
- (D) ~~Temporary fence around construction site. Nothing in this section shall be deemed to prohibit the erection and maintenance of a temporary fence around construction sites on which actual construction activity is taking place pursuant to a valid active building permit. The fence may exceed the height limitations in this zoning code if the fence is constructed of solid wood (or plywood) and is decorated in an attractive and artful design as shall be determined by the Village Beautification Board. In no event shall the fence exceed eight feet in height. Chain link fences shall not be the permitted around construction sites unless screening is used with the chain link to conceal construction materials from outside view.~~
- (E) ~~Existing nonconforming fences and/or walls; removal.~~
- (1) ~~Intent. It is the intent of this division to recognize that the eventual elimination of existing fences that do not conform with the provisions of this chapter in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new fences that would violate the provisions of these regulations. It is also the intent of this division that there shall not be any unreasonable burden upon established private property rights.~~
 - (2) ~~Continuance. Subject to the amortization schedule below, a nonconforming fence may be continued and shall be maintained in good condition, but shall not be:~~
 - (a) ~~Enlarged or changed to another nonconforming fence.~~
 - (b) ~~Reestablished after its removal.~~
 - (c) ~~Reestablished after being damaged or deteriorated whereby the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost.~~
 - (3) ~~It shall be the responsibility of the Code Enforcement Officer to make an inventory and a record of all nonconforming fences and to serve notice on the owners or users of such fences within 30 days after the adoption of these regulations. The period of nonconformity shall nonetheless begin as of the date of the passing of this division. The inventory shall include the following:~~
 - (a) ~~Owner.~~
 - (b) ~~Type of fence.~~
 - (c) ~~Location.~~
 - (d) ~~Reason for classification as nonconforming.~~
 - (e) ~~Date fence was erected.~~

~~(Ord., passed 4-1-83; Am. Ord. 85-01, passed 1-22-85; Am. Ord. 85-06, passed 5-28-85; Ord. No. 93-04, § 1, 4-13-93; Ord. No. 97-03, § 1, 3-25-97; Ord. No. 02-01, § 1, 1-8-02; Ord. No. 02-~~

~~22, § 1, 7-23-02; Ord. No. 03-10, § 1, 6-10-03; Ord. No. 04-11, § 1, 5-11-04; Ord. No. 2010-04, § 1, 7-13-10)~~

Cross reference—Penalty, § 152.999.

~~§ 152.056—Setback encroachments.~~

~~Every part of every required front, side, and rear yard setback shall be open and unobstructed from the ground to the sky except as herein provided.~~

- ~~(A) Cornices, roof overhangs, window air conditioning units, awnings, chimneys, and sills may extend into a required side or rear yard, provided any such extension does not exceed 36 inches into the required yard. Balconies shall be permitted to project to a distance of 48 inches into the required yard, provided there is a seven-foot clear span.~~
- ~~(B) A canopy shall be permitted to extend from the entrance door to the street line of any main building in multi-family residential districts. Where a sidewalk and curb exist, the canopy may extend to within 18 inches of the curb line. Such canopies shall not exceed 15 feet in width or 12 feet in height or be screened or enclosed in any manner, and shall provide an unobstructed, clear space between the grade and the bottom of the valance of at least six and one-half feet. Such canopies shall be required to be removed during hurricane warning periods.~~
- ~~(C) A "garden window" is defined for this subsection as a premanufactured window unit constructed to form an interior shelf or shelves enclosed by glass to serve as a miniature greenhouse for the cultivation of small potted plants. A garden window shall be permitted to extend outward from the building into a setback. A perpendicular distance not to exceed 24 inches.~~
- ~~(D) In the single-family zoning districts, ground-mounted mechanical equipment, including air conditioning equipment, pool equipment, heat pumps, water heaters, generators and other similar equipment, may be placed in a side yard setback area; provided:~~
 - ~~(1) The unobstructed side setback area is not reduced by more than 50 percent of what is required in the zoning district regulations; and~~
 - ~~(2) The equipment placed in the setback area does not operate above 70 decibels; and~~
 - ~~(3) The equipment placed in the setback area does not exceed a height of 48 inches above ground level.~~

~~(Ord., passed 4-1-83; Ord. No. 94-08, § 1, 12-13-94; Ord. No. 2014-09, § 2, 9-9-14)~~

Cross reference—Penalty, § 152.999.

~~§ 152.057—Height exceptions.~~

~~Church steeples, bell towers, chimneys, tanks, decorative features, elevator lift housing, air conditioning units, or other mechanical or functional features may exceed zoning district height requirements, except as may be otherwise stipulated herein.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.058—Towers, aerials, antennas, poles, and masts.~~

Prior to the erection of a water tower, standpipe, windmill, tower, aerial, antenna, pole, mast, or other vertical structure over ten feet in height above the roof of a permitted structure, or over 20 feet in height if erected at grade, the requirements of this section and the South Florida Building Code shall be observed.

(A) ~~Plans and specifications required. Plans and specifications for the structures listed above shall be submitted to the Building Official showing all dimensions, size, and kind of members, footings, and guy wires; the location, depth, and type of guy anchors and footings; the type and weight of the antenna, apparatus, or structure to be attached to or supported by the structure; and an application made for a permit.~~

(B) ~~Maximum height.~~

(1) ~~The vertical height of any of the above structures shall not be greater than 90 percent of the horizontal distance from its base to the nearest adjacent street right-of-way line. Radio towers, where incidental to a business use in the commercial district, may extend to a height of 150 feet measured from ground elevation.~~

(2) ~~Poles, masts, and towers for supporting antenna used in the operation of amateur radio stations, citizen band radio stations, and citizen band radio stations licensed by the Federal Communications Commission shall be excepted from the above regulations and shall be governed by the following requirements:~~

(a) ~~All poles, masts, towers, and beam array antennas shall be placed not less than five feet from a public right-of-way line or adjacent property line, or nearer than one foot from any easement.~~

(b) ~~All such installations shall conform to the requirements of the National Electrical Code and applicable FCC regulations, and be located not less than eight feet from any power line over 250 volts, including the beam elements or any part thereof.~~

(c) ~~Permits shall be required for the installation of any poles, masts, or towers over 20 feet above the roof of any structure to which they may be attached, and for any installation over 35 feet in height when erected from grade. Applications for permits shall be accompanied by plans and specifications, three copies showing all dimensions, size and kind of members, footings and guy wires; the location, depth and type of guy anchors and footings; and the type and weight of the antenna, apparatus or structure to be attached to or supported by the structure.~~

(d) ~~Poles shall be of an approved creosoted type or treated or painted with a chemical preservative and an outer coat of oil base paint before installation. The color shall match the surrounding development.~~

(e) ~~The recommended depth of holes for various type poles shall be subject to acceptable engineering standards:~~

Pole Height Above ground (feet)	Hole Depth In Firm Ground (feet)	Hole Depth In Rock Ground (feet)
16	3½	3
20	4	3
25	5	3

35	6	4
50	7	$\frac{1}{2}$

If the earth is damp or soggy, the depth of hole is to be increased by one foot. If carrying a beam, poles must be properly guyed, as is the case where the pulling effect of the wire antenna or weight of other installations will require guying.

- (f) ~~Wood masts shall be chemically treated, painted with an outside coat of oil base paint, and suitably guyed at the top and middle in at least three different directions. Masts to support a beam, whether of wood or metal pipe, shall comply with all the applicable regulations in regard to the location, guying and the like, and the maximum allowable weight of antenna, rotator and components shall not exceed 150 pounds.~~
- (g) ~~Towers of steel, iron or aluminum, whether of the rigid nondemountable type or the rigid, demountable type with the crank-up, crank-down and either the hinged base or swivel crank-over features shall carry no more weight on the top than specified by the manufacturers specifications.~~
- (h) ~~In calculating the height of demountable type towers, the top of the lower rigid section shall be considered the top for the purpose of this section.~~
- (i) ~~Beam array antennas shall be mounted so as to provide easy servicing and easy access for the removal at approach of hurricanes, or provide for the lowering of such beam.~~

(Ord. No. 4-1-83)

Cross reference — ~~Penalty, § 10.99.~~

§ 152.0581 — ~~Dish antennas.~~

(A) ~~Application.~~ This section shall apply only to private noncommercial dish antennas as defined in subsection (B)(2). This section shall supplement and not repeal or modify the requirements of section 152.064(R).

(B) ~~Definitions:~~

- (1) ~~Dish antenna means a dish antenna intended for the purpose of receiving communications from orbiting satellites and other extraterrestrial sources, a low noise amplifier (L.N.A.) which is situated at the focal point of the receiving component for the purpose of magnifying and transferring signals, a coaxial cable for the purpose of carrying signals to the interior of a building.~~
- (2) ~~A private noncommercial dish antenna is a dish antenna for a single family residence which is erected solely for the use of its owners. Said antenna shall not be used for the purpose of obtaining revenue.~~

(C) ~~Placement.~~ Private noncommercial dish antennae may be permitted in North Bay Village provided:

- (1) ~~They are located in the rear yard.~~

- (2) ~~They are placed no closer to any property boundary line than a distance equal to their height as measured from ground level to the top of the antenna but in no event closer than ten feet to said property lines.~~
- (3) ~~On corner properties, no portion of the apparatus may extend beyond the imaginary extension of the line of the house structure.~~
- (4) ~~Roof-mounted dish antennae shall not be permitted except on two-story buildings with a flat roof, provided the antenna cannot be viewed from ground level, and in no instance is to exceed in height 15 [feet] above the roof.~~
- (D) ~~Dimensions.~~ The height of dish antennas, on the ground, shall not exceed 15 feet from ground level nor shall their diameter exceed 12 feet.
- (E) ~~Number allowed; color.~~ Only one dish antenna shall be allowed per single-family house, and antennas shall be neutral in color, and one color only.
- (F) ~~Anchorage.~~ All dish antennae shall be anchored securely to the ground or structure in compliance with the requirements of the South Florida Building Code relative to structures.
- (G) ~~Permit required.~~ No dish antenna shall be erected until a permit has been issued by North Bay Village. All applications for a permit shall be accompanied by a site plan showing the proposed location of the antenna, the type, color, height and diameter of the antenna and the proposed landscaping.
- (H) ~~Screening.~~ A private noncommercial dish antenna shall be screened by landscaping on its sides so as to obscure its visibility from the abutting properties' ground view.
- (I) ~~Once installed, dish antennas and related appurtenances must be maintained in good and operable condition, and the surrounding landscaping shall likewise be continuously maintained for the intended screening purpose.~~
- (J) ~~Nonconforming uses.~~ All dish antennas that are legally existing on October 23, 1990, shall be allowed to remain until such time that they may be replaced, or the cost of repairs exceeds 50 percent of the replacement at which time they shall conform in all respects to this section.

(Ord. No. 90-15, § 1, 10-23-90)

Cross reference—Penalty, § 152.999.

§ 152.0582—Screening of mechanical equipment.

Lack of, or inadequate screening of, mechanical equipment can have negative visual impacts on the Village's streetscape, ambient landscape, and community image. Such impacts shall be minimized through compliance with the following requirements:

1. ~~Mechanical equipment located on the ground, such as air conditioning units, heating units, satellite dishes, irrigation pumps, propane tank displays and refilling areas, utilities lift stations and the like shall be screened from public view. Screening shall, at a minimum be at the same height as the equipment. Structural screening shall be architecturally integrated into the overall project design and shall be compatible, in terms of style, construction materials, colors, and finish, with the principle structure(s). Landscaping may be substituted for structural screening if plantings are compatible with the landscape plan for the project and are of such size and maturity as to be able to provide a fully opaque screen at time of planting.~~
2. ~~Equipment and appurtenances mounted on roof tops shall be kept to a minimum. All exposed roof top mounted equipment and appurtenances shall be fully screened from view from any public right of way. All screening shall, at a minimum be at the same height as the equipment and appurtenances. Screening shall be an integral part of the design of the building(s) and shall be architecturally consistent with the style, colors, construction materials and finish of the building(s).~~

~~Painting of exposed appurtenances to blend with the color of adjacent materials of the building may be approved where utilization of approved roof designs precludes full screening of exposed surfaces.~~

~~(Ord. No. 02-24, § 2, 10-8-02)~~

~~§ 152.059—Boats, docks and piers.~~

~~Dockage space and facilities for the mooring of pleasure boats, yachts and other noncommercial watercraft may be permitted in any residential district on any waterway as an accessory use, provided that:~~

- ~~(A) No boat may be used or maintained for overnight sleeping or living purposes, as a place of residence, or for any commercial purpose.~~
- ~~(B) No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida.~~
- ~~(C) No temporary piers, floating docks, or similar temporary moorings shall be permitted.~~
- ~~(D) All the regulations, standards, and requirements of Chapter 150 of the Village Code shall be complied with.~~
- ~~(E) Barges and vessels shall be permitted in residential districts only for loading, unloading and on-site construction, in compliance with Chapter 150.~~

~~(Ord. of 4-1-83; Ord. No. 2011-02, § 2, 2-22-11)~~

~~**Cross reference—**Penalty, § 10.99.~~

~~§ 152.060—Swimming pools.~~

~~The Legislature finds that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa or hot tub will reduce drowning and near-drowning incident.~~

~~In addition to the incalculable human cost of the submersion incidents, the health care costs, loss of lifetime productivity and legal and administrative expenses associated with drowning of young children and medically frail elderly persons in this state each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incident each year is enormous.~~

~~Therefore, North Bay Village adopts the Florida Building Code and sets forth the following parameters:~~

~~Any swimming pool operated by a residential homeowner or condominium association or by the resident of a single-family dwelling shall be permitted as an accessory use and shall exist only in conjunction with the principal use on the same lot, subject to the regulations stated herein.~~

- ~~(A) *Minimum setbacks.* A swimming pool may be permitted in any rear yard; however, in no instance shall it be located nearer than the following distances from any property line or structure:~~

Setback From	Distance (Feet)

Front	25
Side (interior)	7½
Rear or easement	7½
Structure	5
Side (corner)	15

- (B) ~~Access.~~ Exterior access to a swimming pool shall be through a self-closing and self-latching gate with latches placed at least four feet above grade and operable from the pool area only.
- (C) ~~Drainage.~~ If a patio is provided adjacent to or surrounding a swimming pool, it shall be designed so as to be self-draining away from the pool.
- (D) ~~Lighting.~~ Artificial lighting used to illuminate the premises shall be shielded and directed away from adjacent properties and streets, shining only on the subject site.
- (F) ~~Height.~~ Swimming pools and appurtenances shall not exceed a height of two feet above grade.
- (G) ~~Additional requirements.~~ In addition to the foregoing requirements, all regulations and standards of §§ 151.01 through 151.18 of the Village's Code, and the Florida Building Code shall be complied with.

(Ord. of 4-1-83; Ord. No. 2008-08, § 1, 6-10-08)

~~§ 152.0601—Swimming pool, including spas and hot tub as defined in § 152.003; barriers.~~

Barriers must be placed around the perimeter of the pool, spa or hot tub and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, spa or hot tub that is being used as part of the barrier, and meets the barrier requirements of this chapter, chapter 151 of this Code, and the Florida Building Code.

(Ord. No. 2008-08, § 1, 6-10-08)

~~§ 152.0602—Swimming pool, including spas and hot tub as defined in § 152.003; barrier construction.~~

- A. ~~A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide direct access from the home to the swimming pool, spa or hot tub.~~
- B. ~~Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:~~
1. ~~All doors and windows providing direct access from the home to the pool, spa or hot tub shall be equipped with an exit alarm complying with this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code that has a minimum sound pressure rating of 85 dB.~~
 2. ~~At 10 feet the exit alarm shall produce a continuous audible warning when the door and its screen are opened. The alarm shall sound immediately after the door is opened and be capable of being heard throughout the house during normal household activities. The alarm shall be equipped with~~

a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than 15 seconds. The deactivation switch shall be located at least 54 inches above the threshold of the door. Separate alarms are not required for each door or window if sensors wired to a central alarm sound when contact is broken at any opening.

3. All doors providing direct access from the home to the pool, spa or hot tub must be equipped with a self-closing, self-latching device with positive mechanical latching/locking installed a minimum of 54 inches above the threshold, which is approved by the authority having jurisdiction.
4. Exceptions:
 - a. Screened or protected windows having a bottom sill height of 48 inches or more measured from the interior finished floor at the pool, spa or hot tub access level.
 - b. Windows facing the pool, spa or hot tub on floor above the first story. Screened or protected pass through kitchen windows 42 inches or higher with a counter beneath.
- C. The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub. Where the top of the pool, spa or hot tub structure is above grade the barrier may be at ground level or mounted on top of the pool, spa or hot tub structure. Where the barrier is mounted on top of the pool, spa or hot tub structure, the maximum vertical clearance between the top of the pool, spa or hot tub structure and the bottom of the barrier shall be 4 inches.
- D. Maximum mesh size for chain link fences shall be a 2¼ inch square unless the fence is provided with slats fastened at the top or bottom which reduce the openings to no more than 1¾ inches. A mesh safety barrier meeting the following minimum requirements shall be considered a barrier as defined in this section:
 1. Individual component vertical support posts shall be capable of resisting a minimum of 52 pounds (229 N) of horizontal force prior to breakage when measured at a 36-inch height above grade. Vertical posts of the child mesh safety barrier shall extend a minimum of 3 inches below deck level and shall be spaced no greater than 36 inches apart.
 2. The mesh utilized in the barrier shall have a minimum tensile strength according to ASTM D 5034 of 100 lbf., and a minimum ball burst strength according to ASTM D 3787 of 150 lbf. The mesh shall not be capable of deformation such that a ¼ inch round object could pass through the mesh. The mesh shall receive a descriptive performance rating of no less than "trace discoloration" or "slight discoloration" when tested according to ASTM G 53 (Weatherability, 1,200 hours).
 3. When using a molding strip to attach the mesh to the vertical posts, this strip shall contain, at a minimum, #8 by percent-inch screws with a minimum of two screws at the top and two at the bottom with the remaining screws spaced a maximum of 6 inches apart on center.
 4. Patio deck sleeves (vertical post receptacles) placed inside the patio surface shall be of a nonconductive material.
 5. A latching device shall attach each barrier section at a height no lower than 45 inches above grade. Common latching devices which include, but are not limited to, devices that provide the security equal to or greater than that of a hook and eye type latch incorporating a spring actuated retaining level (commonly referred to as a safety gate hook).
 6. The bottom of the child mesh safety barrier shall not be more than 1 inch above the deck or installed surface (grade).
- E. The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier as herein described below. One end of a removable child barrier shall not be removable without the aid of tools. Openings in any barrier shall not allow passage of a 4 inch diameter sphere.

- F. ~~Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool, spa or hot tub side of the fence. Spacing between vertical members shall not exceed 1¾ inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.~~
- G. ~~Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches.~~
- H. ~~Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.~~
- I. ~~Where an aboveground pool, spa or hot tub structure is used as a barrier or where the barrier is mounted on top of the pool, spa or hot tub structure, and the means of access is a ladder or steps, the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier which meets the requirements of this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter sphere.~~
- J. ~~Any permitted swimming pool may be enclosed by a screen enclosure, provided the enclosure is constructed of material which is 90 percent screening. Screen enclosures shall have the same minimum side setbacks as those stated above for swimming pools. They may be located up to five feet from any rear property line except where an easement in excess of five feet exists, in which case the easement line will govern. Standard screen enclosures which meet the requirements of set forth in this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code, may be utilized as part of or all of the "barrier" and shall be considered a "non-dwelling" wall.~~
- K. ~~Removable child barriers shall have one end of the barrier non-removable without the aid of tools. Removable child barriers must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may manage to penetrate the barrier from immediately falling into the water. Sufficiently away from the water's edge shall mean no less than 20 inches from the barrier to the water's edge. Dwelling or non-dwelling walls including screen enclosures, when used as part or all of the "barrier" and meeting the other barrier requirements, may be as close to the water's edge as permitted by this Code.~~
- L. ~~A barrier may not be located in a way that allows any permanent structure, equipment, or window that opens to provide access from the home to the swimming pool, spa and/or hot tub.~~

~~(Ord. No. 2008-08, § 1, 6-10-08)~~

~~§ 152.0603—Access to swimming pools, spas and hot tubs.~~

~~Access gates, when provided, shall be self-closing and shall comply with the requirements of this chapter and chapter 151 of this Village's Code and shall be equipped with a self-latching locking device located on the pool, spa or hot tub side of the gate. Where the device release is located no less than 54 inches from the bottom of the gate, the device release mechanism may be located on either side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap from the outside. Gates that provide access to the swimming pool, spa or hot tub must open outward away from the pool, spa or hot tub. The gates and barrier shall have no opening greater than ½ inch within 18 inches of the release mechanism.~~

~~(Ord. No. 2008-08, § 1, 6-10-08)~~

~~§ 152.0604—Adjacent waterways.~~

~~Permanent natural or permanent man-made features such as bulkheads, canals, lakes, navigable waterways, etc., adjacent to a public or private swimming pool, spa or hot tub may be permitted as a barrier when approved by the authority having jurisdiction. When evaluating such barrier features, the authority may perform on-site inspections and review evidence such as surveys, aerial photographs, water management agency standards and specifications, and any other similar documentation to verify, at a minimum, the following:~~

- ~~1. The barrier feature is not subject to natural changes, deviations, or alterations and is capable of providing an equivalent level of protection as provided by the code.~~
- ~~2. The barrier feature clearly impedes, prohibits or restricts access to the swimming pool, spa or hot tub.~~

~~(Ord. No. 2008-08, § 1, 6-10-08)~~

~~§ 152.0605 Swimming pools; schedule of penalties.~~

~~Failure to comply with the requirements of any section of this chapter may result in a penalty as provided in § 153 of the North Bay Village Code.~~

~~(Ord. No. 2008-08, § 1, 6-10-08)~~

~~**Cross reference**—Penalty, § 10.99.~~

~~§ 152.061 Accessory uses and structures.~~

~~The following accessory uses and structures shall be permitted when such uses or structures are ancillary, in connection with, and incidental to, the principal use or structure allowed within the zoning district in question:~~

~~(A) Permitted accessory uses by zoning district:~~

~~(1) In all residential districts:~~

~~(a) Private garages or carports.~~

- ~~1. No solid wall exterior facades or enclosures are allowed, enclosures must create window facades proportional to the existing windows at the front of the home, and create a landscaped area in front of the enclosed garage of a depth of 24" inches and covering the width of the original garage opening; and such greenspace shall be cut out from any existing driveway material that may run up to the new enclosure, or enclosure may maintain a garage door facade.~~

~~(b) Private swimming pools, cabanas, whirlpools, saunas, spas and hot tubs.~~

~~(c) Private tennis, basketball or volleyball courts or other similar outdoor recreational uses.~~

~~(2) In all zoning districts:~~

~~(a) Television and radio antenna structures, except for those of a microwave relay or transmission nature, subject to the provisions of § 152.058.~~

~~(b) Caretaker or watchman quarters when such quarters are associated with an active construction project.~~

~~(c) Storage structures, provided no structure exceeds 150 square feet in gross floor area.~~

~~(d) Doghouse, pens, and other similar structures for the keeping of commonly accepted household pets, provided, however, the requirements of §§ 91.03 and 91.10 through 91.12 of the Village Code are complied with.~~

~~(e) Disaster shelters.~~

~~(B) Special regulations. The following regulations shall apply to all accessory uses and structures:~~

- ~~(1) No accessory structure shall be occupied or utilized unless the principal structure to which it is accessory is occupied or utilized.~~
- ~~(2) All accessory uses and structures shall comply with the use limitations applicable in the zoning district in which they are located.~~
- ~~(3) All accessory uses and structures shall comply with the site development standards applicable in the zoning district in which they are located, unless specifically authorized otherwise herein.~~
- ~~(4) All accessory uses shall be arranged and maintained so as not to encroach into any required yard setback area, unless specifically authorized otherwise within the provisions of this chapter.~~
- ~~(5) All accessory structures shall comply with all provisions of the South Florida Building Code, as amended.~~

~~(Ord., passed 4-1-83; Ord. No. 03-09, § 1, 6-10-03)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.062 Recreational and camping equipment.~~

~~Recreational and camping equipment in the form of travel and camping trailers, truck trailers, and motor travel homes, designed and used as temporary living quarters for recreation, camping, or travel use may be parked in the open on sites containing single-family residences, subject to the following conditions:~~

- ~~(A) No more than one piece of recreation or camping equipment shall be parked on the site.~~
- ~~(B) Such parking shall be limited to the equipment owned or leased by the owner-occupant or occupant-lessee of the site concerned, or owned or leased by a bona fide out-of-Dade County house guest of the occupant of the site concerned, with the parking of such equipment by the guest not to exceed 14 days.~~
- ~~(C) The location for such parked equipment shall be to the rear of the front building line and behind the side street building line, in each case the building line referred to being that portion furthest from the street.~~
- ~~(D) Such equipment and the area of parking shall be maintained in a clean, neat, and presentable manner and the equipment shall be in a usable condition at all times.~~
- ~~(E) Such equipment shall, at all times, have attached a current vehicle registration license tag.~~
- ~~(F) No major repairs or overhaul work on such equipment shall be made or performed on the site or any other work performed thereon which would constitute a nuisance under existing ordinances.~~
- ~~(G) When parked on the site, such equipment shall not be used for living or sleeping quarters, or for housekeeping or storage purposes and shall not have attached thereto any service connection lines, except as may periodically be required to maintain the equipment.~~
- ~~(H) The maximum length permitted for such equipment shall not exceed 30 feet and the maximum height shall not exceed ten feet.~~
- ~~(I) Such equipment shall be so secured that it will not be a hazard or menace during high winds or a hurricane.~~

~~(Ord. of 4-1-83)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.063—Construction materials on premises before permit issued; removal of materials.~~

~~Construction materials and equipment shall not be deposited on any premises, lot, or proposed building site in any district prior to the obtaining of a building permit as required herein. Surplus materials and construction equipment shall be removed from the premises if the job is abandoned, and before occupancy of the completed structure will be permitted.~~

~~(Ord. of 4-1-83)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.064—Unusual and new uses.~~

~~Unless approved upon public hearing, the following uses or uses similar thereto shall not be permitted in any district:~~

- ~~(A) Amusement rides and enterprises.~~
- ~~(B) Amusement centers.~~
- ~~(C) Auction market.~~
- ~~(D) Auto truck or machinery salvage yards.~~
- ~~(E) Boat salvage.~~
- ~~(F) carnival and circuses.~~
- ~~(G) Cemeteries.~~
- ~~(H) Convalescent homes.~~
- ~~(I) Dog kennel.~~
- ~~(J) Funeral homes.~~
- ~~(K) Heliports and helipads.~~
- ~~(L) Homes for dependent children.~~
- ~~(M) Junk yards.~~
- ~~(N) Movie theaters (open air) or drive-in theaters.~~
- ~~(O) Nursing homes.~~
- ~~(P) Palmists and psychic readers.~~
- ~~(Q) Pawnbroker.~~
- ~~(R) Satellite and communications structures. No new satellite or communications structure or devices shall be constructed along the 79th Street Causeway.~~
- ~~(S) Adult congregate living facilities (ACLFs) as defined in F.S. § 400.402.~~

~~(Ord. of 4-1-83; Am. Ord. § 4-16, 12-11-84; Ord. No. 04-10, 5-11-04)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.065—Clotheslines.~~

~~No clotheslines, drying racks, poles, railings, or other similar devices for hanging clothes, rags, or other fabrics shall be erected or maintained in a front or corner-side yard.~~

~~(Ord. of 4-1-83)~~

~~**Cross reference—**Penalty, § 152.999.~~

~~§ 152.066—Security guards.~~

~~(A) Definitions: The term security guards shall be synonymous with burglar guards and shall refer to steel bars commonly installed on the exterior or interior of doors or entryways and windows or breezeways or private residences, including free standing as well as multifamily residences and commercial and industrial buildings.~~

~~(B) No security guards may be installed on the exterior of doors and entryways, windows and breezeways on front and side elevations of buildings which face a street or public right of way.~~

~~(C) Continuance and removal of nonconforming security guards. A nonconforming security guard (one which is in existence at the effective date of this section) may be maintained and continued in use as a legal nonconforming use. However, no such security guard may be enlarged or replaced by another nonconforming device, and provided further that at such time as title to the property changes, said right of nonconforming use shall terminate and be of no further force and effect. Title change shall be defined to mean any change of record ownership, other than by survival or by inheritance of a tenant by the entreaties.~~

~~(Ord. No. 97-05, § 1, 4-8-97)~~

SIGN REGULATIONS

~~§ 152.075—Purpose.~~

~~The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of street graphics and signs and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen. (See illustrative sketches labeled Figures 1, 2, and 3 on pages 20, 21 and 22 located in Appendix B.~~

~~(Ord. of 4-1-83; Am. Ord. 90-05, 5-8-90; Ord. No. 99-09, § 1, 9-23-99)~~

~~§ 152.076—Definitions.~~

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

~~*Sign.* An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.~~

~~Sign, accessory.~~ A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).

~~Sign area.~~ The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.

~~Sign area, multi-faced.~~ On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.

~~Sign, detached.~~ A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a fence or wall, not a part of a building, shall be considered a detached sign.

~~Sign, directional.~~ A sign indicating the direction or allocation of some service or facility to a use, or indicating an instruction (e.g.: "no trespassing").

~~Sign, flat.~~ A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

~~Sign, identification.~~ A sign which indicates the name of a use, owner, activity, business, or enterprise.

~~Sign, outdoor advertising display (character).~~

- ~~(1) Activated sign.~~ Any sign which contains or uses for illumination any light, lighting device, or lights which change color flash or alternate, or change the appearance of the sign or any part thereof automatically. (For the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an activated sign).
- ~~(2) Animated sign.~~ Any sign upon which a character, letter, figure, or group or combination thereof, show movement or motion to such an extent as to be readily detected.
- ~~(3) Banner sign.~~ Any sign possessing characters, letters, illustrations, or ornamentalions applied to cloth, paper, or fabric of any kind, either with or without frames.
- ~~(4) Banners, streamers, spinners, pennants.~~ Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.
- ~~(5) Beacon light.~~ Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.
- ~~(6) Double faced sign.~~ Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.
- ~~(7) Flashing sign.~~ Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of affecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

~~Sign, outdoor advertising display (type).~~ A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated

surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out of doors. These shall include, but are not necessarily limited to, the following:

- ~~(1) *Combination sign.* Any sign incorporating any combination of the features of ground, projecting, or roof signs.~~
- ~~(2) *Fluorescent painted sign.* Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.~~
- ~~(3) *Ground sign.* Any sign which is supported by uprights or braces in or upon the ground (also referred to as a *Pole sign*).~~
- ~~(4) *Illuminated sign.* Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights or luminous tubes, whether or not the lights or tubes are a part of the sign proper.~~
- ~~(5) *Marquee sign.* Any sign attached to or hung from a marquee. A marquee shall be known to mean a canopy or covered structure projecting from and supported by a building, when such canopy or covered structure extends beyond the building, building line, or property line.~~
- ~~(6) *Non illuminated sign.* Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light reflective surfaces.~~
- ~~(7) *Projection sign.* Any sign other than a wall sign which projects from and is supported by a wall, building or overhand (see Figure 1 of Appendix B).~~
- ~~(8) *Real estate sign.* Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent, the exact property on which the sign is placed.~~
- ~~(9) *Roof sign.* Any sign which is fastened to and supported by or on the roof of a building, or which extends above the highest flat roof, parapet, or eave line of a building.~~
- ~~(10) *Sandwich sign.* Any sign which is either single or double faced, is portable, and may readily be moved from place to place.~~
- ~~(11) *Shingle sign.* Any projection or wall sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.~~
- ~~(12) *Snipe sign.* Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.~~
- ~~(13) *Window sign—Permanent.* Any sign visible from the exterior of a building or structure and which is painted, attached, glued or otherwise affixed to a window or depicted upon a card, paper or other material and placed on or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby (see Figure 1 of Appendix B).~~
- ~~(14) *Window sign—Temporary.* Any sign visible from the exterior of a building or structure and which is painted, attached, glued or otherwise affixed to a window or door or depicted upon a card, paper or other material and placed on, taped on or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business (see Figure 1 of Appendix B).~~

~~Sign, outdoor advertising display usage.~~

- ~~(1) *Changeable copy sign.* Any sign with a permanent, enframed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.~~

- (2) ~~Directory sign.~~ Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, church directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.
- (3) ~~Identification: individual entity.~~ Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor of record makes a transfer to the Building Official or other official as designated by the Village Manager, a transfer (assignment) of all or part of his computed eligibility to the lessee.
- (4) (a) ~~Informational sign.~~ Any sign which contains any combination of directory, directional, and/or explanatory information.
- (b) ~~Sign information item.~~ Any syllable, group of numbers, initial, abbreviation, logo or pictograph larger than a three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.
- (5) ~~Outdoor advertising display: off-premises (commercial advertising.)~~ Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.
- (6) ~~Outdoor advertising display: premises.~~ Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.
- (7) ~~Point of purchase sign.~~ Any structure, device, display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.
- (8) ~~Facade.~~ Any separate face of a building, including parapet walls or any part of a building which encloses, or covers usable space.
- (9) ~~Frontage.~~ That part of a building that faces a public thoroughfare.

(Ord. of 4-1-83; Am. Ord. No. 90-05, 5-8-90; Ord. No. 99-09, § 1, 9-23-99)

Cross reference—Penalty, § 152.999.

§ 152.077 Existing nonconforming signs; removal.

- (A) It is the intent of this section to recognize that the eventual elimination of existing signs that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.
- (B) Any sign which is nonconforming shall adhere to these regulations within five years from the adoption of these revised regulations or be removed.
- (C) Any sign, including the supporting structure, now or hereafter existing, which advertises a business no longer conducted, or a product no longer sold, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be

found. Such removal shall be within 30 days after notification by the Building Official or other official as designated by the Village Manager.

~~(D) Snipe signs and sandwich signs shall be removed immediately.~~

~~(Ord. of 4-1-83; Am. Ord. No. 90-05, 5-8-90; Ord. No. 99-09, § 1, 9-23-99)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.078—Regulations and specifications.~~

~~(A) General regulations governing signs. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:~~

~~(1) Interference with public.~~

~~(a) The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public streets or sidewalks.~~

~~(b) Safety requirements.~~

~~1. No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.~~

~~2. Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the Police Department and confirmed by the Village Commission.~~

~~(2) Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.~~

~~(3) Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.~~

~~(4) Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.~~

~~(5) Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.~~

~~(6) Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbside, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any structure within the limits of any streets within the Village.~~

~~(7) Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the right-of-way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right~~

angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

~~(B) Regulations governing specific type signage. Prohibited sign situations:~~

- ~~(1) Off-premise outdoor advertising display (commercial advertising) signs.~~
- ~~(2) Signs within or upon public property and rights-of-way.~~
- ~~(3) Pole (ground) signs projecting over rights-of-way.~~
- ~~(4) Flashing, activated, and animated signs.~~
- ~~(5) Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.~~
- ~~(6) Roof signs.~~
- ~~(7) Snipe and sandwich signs.~~
- ~~(8) Provided, however, that national flags and flags of political subdivisions of the United States; flags of bona fide civic, charitable, fraternal, and welfare organizations; banner signs; and, during nationally recognized holiday periods, pennants, banners, streamers, and other fluttering, spinning, or similar type advertising devices pertaining to said holiday periods, may be provided on a temporary basis as provided below in this subchapter.~~

~~(Ord. of 4-1-83; Am. Ord. No. 90-05, 5-8-90; Ord. No. 99-09, § 1, 9-23-99)~~

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.079—Sign permits and fees.~~

~~(A) No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the Building Official or other official as designated by the Village Manager.~~

~~(1) Before any permit is issued, an application, including written approval of the owner of the property, shall be filed, together with five sets of drawings or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the Building Official or other official as designated by the Village Manager with the location, construction materials, manner of illuminating and securing or fastening, number of signs applied for, and the wording of the sign or advertisement to be carried on the sign. For buildings over three stories, the scale shall be 1/8" = 1' 0". A separate scaled drawing shall be prepared at 1/2" = 1' 0" showing dimensions, sizes, colors, materials, and method of installation.~~

~~(2) All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null and void and a new permit shall be required.~~

~~(B) The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Building Official or other official as designated by the Village Manager.~~

~~(C) The Building Official or other official as designated by the Village Manager shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the Building Official or other official as designated by the Village Manager shall not affect any proceedings instituted prior to the removal of the sign.~~

(D) Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the Building Official or other official as designated by the Village Manager.

(Ord. of 4-1-83; Am. Ord. No. 90-05, 5-8-90; Ord. No. 99-09, § 1, 9-23-99)

~~§ 152.080 Exempted signs.~~

~~The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the South Florida Building Code and in accordance with § 152.083.~~

- ~~(A) Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.~~
- ~~(B) Changing of the copy of a bulletin board, poster board, display encasement, or marquee.~~
- ~~(C) Temporary nonilluminated signs, as permitted by the district regulations, advertising real estate for sale or lease, or announcing contemplated improvements of real estate, and located on the premises.~~
- ~~(D) Temporary nonilluminated signs, as permitted by the district regulations, erected in connection with new construction work and displayed on the premises during such time as the actual construction work is in progress. Once the construction work has been completed, such signs shall be removed immediately.~~
- ~~(E) Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.~~
- ~~(F) Temporary political signs within commercial districts.~~
- ~~(G) In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.~~
- ~~(H) Signs posted by the Village.~~

(Ord. of 4-1-83; Am. Ord. No. 90-05, 5-8-90; Ord. No. 92-05, § 1, 10-13-92; Ord. No. 99-09, § 1, 9-23-99)

~~§ 152.081 Temporary sign permits.~~

~~The Building Official or other official as designated by the Village Manager, upon application as required in § 152.079, may issue temporary permits for signs and displays for a period of up to 90 days (including one renewal period up to an additional 30 days) when, the use of such signs and displays would be in the public interest and would not result in damage to private property, such as but not limited to the following:~~

- ~~(A) Signs advertising a special civic or cultural event, such as a fair or exposition, play, concert, or meeting sponsored by a governmental or charitable organization.~~
- ~~(B) Special decorative displays used for holidays, public demonstrations, or promotion of nonpartisan civic purposes.~~
- ~~(C) Special sales promotion displays in a district where such sales are permitted, including displays incidental to the opening of a new business.~~

The Building Official is authorized to grant administrative approval for request for temporary signs that exceeds the size requirements up to a maximum size of 60 square feet, upon proper application for a Building Permit.

(Ord. of 4-1-83; Ord. No. 99-09, § 1, 9-23-99; Ord. No. 2008-12, § 1, 9-3-08)

~~§ 152.082 Removal of signs.~~

(A) ~~Any sign previously associated with a vacated premises shall be removed from the premises by either the owner or lessee not later than 30 days from the time such activity ceases to exist.~~

(B) ~~Political signs shall be removed within seven days after the last election in which the candidate or issue was on the ballot.~~

(Ord. of 4-1-83; Am. Ord. No. 90-05, 5-8-90; Ord. No. 99-09, § 1, 9-23-99)

~~Cross reference—Penalty, § 152.999.~~

~~§ 152.083 District sign regulations.~~

(A) ~~Single-Family Residential (RS-1, RS-2) Districts. No sign will be allowed in these districts except the following, or signs otherwise exempted in this subchapter:~~

(1) ~~A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the dwelling or building.~~

(2) ~~A private directional sign, nonilluminated, not to exceed one square foot in area.~~

(3) ~~One temporary non-illuminated real estate sign per parcel not to exceed 18" x 18." One "rider" sign not exceeding two inches vertically and the width of the base sign horizontally may be suspended from or attached to the base sign. Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and back of the base and rider sign. The sign (including the rider) shall also be subject to the following conditions and restrictions:~~

a. ~~Unless there is a wall or building closer upon which the sign may be placed, it shall be located on the owner's property at least five feet from any sidewalk, the sign may be placed no closer than five feet from the edge of the pavement. The top of the sign shall not be more than four feet above the finished grade of the ground. Any such sign shall be immediately removed upon the sale or lease of the lot and/or improvements upon which it is displayed.~~

b. ~~The sign shall be constructed of metal, plastic, wood, or pressed wood. Said signs shall be fastened to a supporting member constructed of angle iron not exceeding one inch by one inch or two inches by two inches for a wooden post. Said supporting members shall be all white or black in color and have no letters or numbers upon it.~~

c. ~~Where such sign is suspended from an arm of the support, such arm shall not exceed a length of 16 inches.~~

d. ~~The sign shall be placed so that its center line is parallel or perpendicular to the front property line.~~

e. ~~Only one sign shall be permitted on any one premises, provided, however, that where the property abuts a waterway, a sign may also be placed to be visible from such waterway with a setback from the waterway of not less than ten feet.~~

f. ~~The sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material. Flags, streamers, movable items or like devices shall not be attached to the sign.~~

(4) ~~One temporary nonilluminated political sign per parcel not to exceed three square feet in area.~~

~~(B) Multifamily Residential (RM-40, RM-70) Districts. No sign will be allowed in these districts except the following, or signs otherwise exempted in this subchapter:~~

- ~~(1) Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.~~
- ~~(2) One temporary nonilluminated sign per building or on such permit unit basis as may be allowed by applicable condominium or homeowners association bylaws, rules and regulations, such sign not to exceed 12 square feet in area in RM-40 Districts and not to exceed 24 square feet in area in RM-70 Districts, advertising real estate for sale or for lease, or announcing contemplated improvements of the premises on which the sign is located.~~
- ~~(3) One temporary nonilluminated political sign per building or on such per unit basis as may be allowed by applicable condominium or homeowners association bylaws, rules and regulations, such sign not to exceed 12 square feet in area in RM-40 Districts and not to exceed 20 square feet in area in RM-70 Districts.~~
- ~~(4) A permanent, nonilluminated, flat or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a multifamily dwelling, group of multifamily dwellings, or the name of the motel or hotel. In the case of a detached sign, it shall not be located in any required rear or side yard setback area, nor closer than ten feet from the front property line, nor shall any part of the sign be more than ten feet above the ground.~~
- ~~(5) Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the building.~~
- ~~(6) A temporary nonilluminated sign, not to exceed 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction. Once construction has been completed, the sign shall be removed immediately.~~

~~(C) Commercial (CG, CL) Districts. No sign will be allowed in these districts except the following, or signs otherwise exempted in this subchapter:~~

- ~~(1) Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.~~
- ~~(2) A temporary nonilluminated real estate sign, not to exceed 24 square feet, advertising real estate for sale or for lease. A temporary nonilluminated sign may announce contemplated improvements of real estate, provided such sign does not exceed 24 square feet. Political signs are exempt from application of § 152.083(C).~~
- ~~(3) A temporary nonilluminated sign, not to exceed 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction. Once construction has been completed, the sign shall be removed immediately.~~
- ~~(4) A permanent flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area. Signs shall not be permitted on any wide bay frontage.~~

- ~~(a) All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.~~
- ~~(b) For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.~~
- ~~(5) (a) A projection sign, placed at an angle of 90 degrees from the building and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only in which case there is no restriction on proximity (see Appendix B).~~
- ~~(b) All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.~~
- ~~(6) A permanent detached illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.~~
- ~~(7) A temporary sign may be attached to street frontage windows. However, the total area of such signs shall not exceed ten percent of the total area of such windows and doors or within five feet of the rear of the window (see Appendix B).~~

~~(Ord. of 4-1-83; Am. Ord. No. 90-05, 5-8-90; Ord. No. 92-05, § 2, 10-13-92; Ord. No. 96-05, § 1, 5-28-96; Ord. No. 97-06, § 1, 4-24-97; Ord. No. 97-07, § 1, 8-26-97; Ord. No. 99-09, § 1, 9-23-99; Ord. No. 02-07, § 1, 3-26-02; Ord. No. 07-12, § 1, 9-11-07)~~

Cross reference — ~~Penalty, § 152.999.~~

~~§ 152.084 — Variances, planning.~~

~~There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning, and would benefit the community. The standards for granting the planning variance are:~~

- ~~(A) The sign variance must relate to a particular piece of land;~~
- ~~(B) The sign variance can be granted without substantial detriment to the public good;~~
- ~~(C) The benefits of the deviation would outweigh any detriment; and,~~
- ~~(D) The variance would not substantially impair the intent or purpose of the Village's Comprehensive Plan and/or Zoning Ordinance.~~

~~(Ord. No. 99-09, § 1, 9-23-99)~~

ADMINISTRATION

~~§ 152.095—General petition procedure.~~

~~A petition for an amendment, variance, special use exception, or supplement to these regulations, or for an amendment, change, or supplement to the comprehensive plan or district boundaries of the Zoning District Map shall be submitted to the Village Clerk by any person who owns the subject property or who has written permission of the present owner, public official, the Planning and Zoning Board, or by the Village Commission's own motion. Any person aggrieved by an order, requirement, decision, or determination relative to these regulations by an administrative official may petition the Planning and Zoning Board for relief. The petition shall be in a form approved by the Village Attorney, and all properties described in one application must be contiguous.~~

~~(Ord. of 4-1-83)~~

~~§ 152.096—Hearing and notices.~~

~~(A) All applications for amendments to these regulations and boundaries of the Zoning District Map; for variances special use exceptions and other applications for development approval; for an amendment, change, or supplement to the comprehensive plan or appeals of an administrative decision shall be considered at public hearings before the Planning and Zoning Board and the Village Commission.~~

~~(1) Witnesses desiring to make a statement of fact at a public hearing shall be sworn and give testimony under oath; otherwise, statements shall be considered a matter of opinion only. The Planning and Zoning Board or Village Commission may require attendance of witnesses at a public hearing.~~

~~(2) The comprehensive plan and land development regulations shall be amended by ordinance, and the notice and hearing requirements shall be as provided by §2.6.1 of the Land Development Regulations. Amendments to the Zoning Map and to the actual list of permitted, conditional, or prohibited uses within a zoning category shall be by ordinance, and the notice and hearing requirements shall be as required by F.S. § 166.041(3)(a) and (c); provided, however, for amendments that require two public hearings by the Village Commission, the second hearing shall be advertised at least 10 days before the public hearing. Notice of public hearings before the Planning and Zoning Board and Village Commission shall be given by publishing the time, place, and nature of the hearing at least ten days after the date that the advertisement is published. Notice of the date, time, place, and nature of the hearing shall also be posted conspicuously for a period of at least ten days prior to the hearing on any property for which a petition for a variance, special use exception, or zoning district boundary change has been submitted. In cases in which the proposed ordinance changes the actual zoning map designation for a parcel or parcels of land containing ten contiguous acres or less, notice of the public hearing on the proposed change shall be given to property owners at least 30 days prior to the date set for the public hearing, as required by F.S. § 166.041(3)(c)1. As a courtesy notice, a written announcement of a public hearing shall be mailed at least 10 days prior to the date of the hearing to all property owners and residents abutting the subject property or within 300 feet of the perimeter of the property. The failure to mail this courtesy notice shall not affect the validity of the final action.~~

~~The list of property owners shall be certified by the Village Clerk. The Village Clerk shall certify that the petition file is complete before the hearing is legally advertised.~~

~~(B) Notice to adjacent municipalities. When any proposed change of a zoning district boundary lies within 500 feet of the boundary of a municipality, notice of the proposed change, together with the date, time, and place of the public hearing shall be forwarded to the planning board, if such exists, or the governing body of the municipality, in order to give the municipality an opportunity to appear at the hearing and express its opinion on the effect of the boundary change.~~

- ~~(C) Withdrawal of petition or request for postponement. Any petition may be withdrawn by a request in writing from the petitioner at any time before a decision by the Village Commission; however, filing fees shall not be refunded upon any withdrawal. Postponement of a scheduled hearing will normally not be granted unless evidence which is vital to the decision is unavoidably missing or there is objective evidence of the illness or incapacity of a principal.~~

~~(Ord. of 4-1-83; Ord. No. 02-19, § 4, 6-25-02)~~

~~§ 152.097 Variances.~~

- ~~(A) The Village Commission shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of this chapter, and to prescribe appropriate conditions and safeguards associated with the granting of a variance. However, under no circumstances shall the Village Commission grant a variance to permit a use not permitted in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in that district.~~
- ~~(B) In order to authorize any variance from the strict application of the provisions of this Ordinance, the Village Commission must and shall find:~~
- ~~(1) That there are (or are not) special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district; that the special circumstances and conditions were not (or were) self-created by any person having an interest in the property; and that the strict application of the provisions of this chapter would (or would not) deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would (or would not) involve an unnecessary hardship for the applicant.~~
 - ~~(2) That granting the variance requested will not (or will) confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district; and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.~~
 - ~~(3) That granting the variance will (or will not) be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.~~
- ~~(C) In order to recommend approval of a variance, or grant a variance, the Planning and Zoning Board, or the Village Commission, as the case may be, must make an affirmative finding with respect to the criteria contained in division (B) above. These findings may be made by one motion addressed to all three findings or, at the request of any member of the Board or Commission as the case may be, a finding or findings shall be considered separately. The findings shall be made prior to the vote on the application. The variance application shall be considered as a whole unless any member of the Planning and Zoning Board, or Village Commission, as the case may be, shall request that the application be considered in parts, in which event the application shall be considered in such parts as requested. In light of the particular circumstances involved with each separate variance request, the grant of any variance shall not constitute or be deemed a precedent for the grant of any other variance.~~

~~(Ord., passed 4-1-83; Am. Ord. 85-04, passed 5-14-85)~~

~~§ 152.0971 Non-use variances.~~

- ~~(A) Notwithstanding any other provision of this chapter, in residential districts, upon application duly made upon an application form to be provided by the Department, the Village Commission may consider requests for non-use variances which are defined as variances of setback lines, lot size, restrictions and yard requirements for the location and construction of fences, nonpermanent carports, screen~~

enclosures, sheds, awnings and air conditioning compressors, swimming pool pumps and pool heating equipment.

~~(B) The Commission may grant such variance requests if the Commission finds:~~

- ~~(1) The variance will be in harmony with the general appearance and character of the community;~~
- ~~(2) The variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and~~
- ~~(3) The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.~~

~~(C) As a courtesy, notice of the meeting at which the non-use variance request is to be considered shall be provided in writing by regular mail posted at least seven days prior to the meeting to all property owners and residents of property abutting the subject property and immediately across the street.~~

~~(Ord. 89-04, passed 11-14-89; Ord. No. 93-03, §§ 1, 2, 4-13-93)~~

~~§ 152.098 Use exceptions.~~

~~(A) In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, special use exceptions are permitted by these regulations.~~

~~(B) The Village Commission may permit the following buildings and uses as special exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.~~

- ~~(1) Day nursery.~~
- ~~(2) Religious institution.~~
- ~~(3) Private or commercially operated swimming pools or tennis courts, when not a permitted accessory use, and commercial recreational facilities.~~
- ~~(4) Exposition center, civic center, art gallery.~~
- ~~(5) Golf course, marina.~~
- ~~(6) Public buildings and facilities.~~
- ~~(7) Public utilities or public service uses, and appurtenances thereto.~~
- ~~(8) Structural alterations to special uses, after these uses are approved by the Village Commission.~~
- ~~(9) Other special uses as may be enumerated in specific zoning districts.~~
- ~~(10) Reserved.~~

~~(Ord., passed 4-1-83; Ord. No. 02-04, § 2, 1-22-02)~~

~~§ 152.099 Appeal of administrative decisions.~~

~~The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.100 Amendments and changes to zoning, comprehensive plan regulations.~~

~~(A) The Village Commission may, from time to time, after a public hearing, amend or change the comprehensive plan, the district boundaries of the Zoning District Map, or the regulations established herein. Such amendments or changes shall be in general accord with sound principles of planning and zoning and with the purpose of these regulations.~~

~~(B) Spot zoning.~~

~~(1) Spot zoning shall be prohibited with regard to all amendments or changes in the district boundaries of the Zoning District Map or these regulations, and the granting of variances, special use exceptions, or appeals of administration decisions shall avoid spot zoning, spot zoning, for the purposes of these regulations, is defined as having one or more of the following characteristics:~~

~~(a) Individuals seeking to have property rezoned for their private use, with the application showing little or no evidence of consideration of the general welfare of the public, the effect on the surrounding property (including adequate buffers), whether all uses permitted in the classification sought are appropriate to the location proposed, or conformity to the comprehensive master plan or to generally accepted comprehensive planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic).~~

~~(b) The amount of land involved is small (one acre or less).~~

~~(c) The proposed rezoning would grant privileges not generally extended to property similarly located in the area.~~

~~(2) No proposed zoning amendment shall be approved unless:~~

~~(a) The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.~~

~~(b) There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.~~

~~(c) There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).~~

~~(d) There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.~~

~~(e) The proposed change is in accord with the comprehensive master plan and sound comprehensive planning and zoning principles.~~

~~(C) Reconsideration of district boundary changes. When a proposed change in district boundaries has been acted upon by the Village Commission and disapproved or failed of passage, such proposed change, in the same or substantially similar form, shall not be reconsidered by the Village Commission for a period of at least six months following the date of such action.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.101 Planning and zoning board; authority and duties.~~

~~(A) The Planning and Zoning Board as established in §§ 32.30 through 32.34 shall have the authority and duty to consider, act upon, and recommend to the Village Commission as to all petitions for~~

amendments, changes, or supplements to these regulations; variances or special exceptions thereto; amendments; changes in the district boundaries of the Zoning District Map; or petitions appealing an administrative decision. The Board shall also have the power to study and recommend to the Village Commission on all matters within the general purview of comprehensive planning and zoning.

(B) ~~Periodic review.~~ It shall also be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of these regulations, the comprehensive master plan, and the Zoning District Map to offer recommendations for the improvement thereof to the Village Commission. At maximum intervals of five years, these regulations, the comprehensive master plan, and the Zoning District Map shall also be subject to a comprehensive review and a report thereof, with recommendations submitted jointly by the planning and Zoning Board and the Village Attorney, and shall be presented to the Village Commission at a public meeting.

(C) ~~Decisions.~~

(1) ~~All recommendations of the planning and Zoning Board shall be made by motion at a public hearing of the Board. Any member who has a special financial interest, direct or indirect, shall make that interest known and shall abstain from participation therein in any manner. Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the Village Commission. No action shall be taken without a quorum, and majority vote of those present shall prevail.~~

(2) ~~The Village Clerk shall forward copies of all petitions to the Planning and Zoning Board, at least two weeks prior to the public hearing called for any such petition. The Planning and Zoning Board, or any of its members, may inspect the premises and area under consideration. Prior to making its recommendation the Board shall consider the written recommendations thereon of the Building Official and Plan Examiner.~~

(3) ~~After the public hearing, the report and recommendation of the Planning and Zoning Board shall be transmitted in writing to the Village Commission as a part of the record. The report of the Planning and Zoning Board shall include a recommendation on each and every request by the petitioner, but shall not be necessarily limited by the scope of the petition.~~

(Ord., passed 4-1-83)

Cross reference—~~Establishment, organization of Planning and Zoning Board, §§ 32.30—32.34.~~

~~§ 152.102 Action by Village Commission.~~

(A) ~~If an application is before the Village Commission pursuant to this subchapter, accompanied by a Planning and Zoning Board recommendation, the Commission shall have authority to consider and take final action upon any and all matters and requests contained in the application, any other provisions in this subchapter to the contrary notwithstanding. In making any final decision, the Commission shall be guided by these regulations and the purposes thereof stated in § 152.107 of this subchapter, and by sound comprehensive planning and zoning principles, and may take any action within the confines of such guides and standards. The action of the Commission may impose conditions or be more restrictive than any petition being considered. No further variances may be granted without prior notice and hearing before the Planning and Zoning Board. When any final action has been taken by the Village Commission, its record together with a certified copy of its minutes and the motion pertaining to such action shall be transmitted to the Building Official and Plan Examiner, and shall be open to the public for inspection during the normal hours of business for Village Hall.~~

(B) ~~Before action is taken by the Village Commission on any petition, the Commission shall consider the recommendations and reports of the Planning and Zoning Board and of the Building Official and Plan Examiner.~~

~~(C) If a written protest against an amendment, supplement, change, variance, or special use exception is filed with the Village Clerk, signed by the owners of 50% or more within 500 feet of the perimeter of the property being considered, or if the Planning and Zoning Board recommends, after a public hearing as described above, that the proposed amendment, supplement, change, variance, or special use exception be disapproved by a unanimous vote of the full Planning and Zoning Board, such amendment, supplement, change, variance, or special use exception shall not become effective except by a favorable vote of at least 4/5 of all of the members of the Village Commission.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.103—Lapse of special exception or variance.~~

~~After the Village Commission has approved a special use exception or granted a variance, the special use exception or variance so approved or granted shall lapse after the expiration of one year, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the special use exception or variance was granted.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.104—Exhaustion of remedies; court review.~~

~~(A) No person aggrieved by any zoning resolution, order, requirement, decision, or determination of an administrative official or by any decision of the Planning and Zoning Board may apply to the court for relief unless he has first exhausted the remedies provided for herein and taken all available steps provided in this subchapter. It is the intention of the Village Commission that all steps provided by this subchapter shall be taken before any application is made to the court for relief, and no application shall be made to the court for relief except from resolution adopted by the Village Commission pursuant to this subchapter.~~

~~(B) Zoning resolutions of the Village Commission shall be reviewed by the filing of a petition for writ of certiorari in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida, in accordance with the procedure and within the time provided by the Florida Appellate Rules for the review of the rulings of any commission or board. Such time shall commence to run from the date the zoning resolution sought to be reviewed is transmitted to the Village Clerk. For the purposes of a certiorari the Village Clerk shall make available for public inspection and copying, the record upon which each final decision of the Village Commission is based; however, the Village Clerk shall make a reasonable charge commensurate with the cost in the event the Village is able to and does furnish copies of all or any portion of the record. Prior to certifying a copy of any record or portion thereof, the Village Clerk or her designee shall make all necessary corrections in order that the copy is a true and correct copy of the record, or those portions requested, and shall make a charge as provided.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.105—Permits, plans, models and specifications fees.~~

~~(A) Permits.~~

~~(1) No building shall be erected, constructed, altered, moved, converted, extended, or enlarged except in conformity with the provisions of the building and zoning regulations of the Village and the Florida Building Code, and where governed by Miami Dade County or state laws, shall have the prior approval of the appropriate county or state official. The Building Official and Plan Examiner shall certify that the plans and specifications (submitted in accordance with division (B) of this section) meet all of the requirements of the above mentioned regulations prior to issuance of a building permit.~~

- (a) ~~No temporary building permits are to be issued for the structure, based on incomplete plans, which leave open to question whether or not all regulations are being met.~~
- (b) ~~If the plans and specifications require variances or special use exceptions, such variances or special use exceptions shall have prior approval of the Village Commission at a public hearing. No permit shall be valid unless the Building Official has first received and reviewed the decisions of the Village Commission and determined that the complete plans are in conformance therewith.~~
- (2) ~~If charges are to be made after issuance of a building permit which affect the size, location, or type of use of the building, structure, or property, such changes shall be shown and submitted in corrected copies of the plans and specifications. The changes shall not be made in the building, structure, or property until the corrected plans and specifications have been certified by the Building Official as also having met all requirements of the regulations.~~
- (3) ~~No building permit lawfully issued by the Building Official prior to the effective date of these regulations or of any amendments hereto, and which permit by its own terms and provisions is in full force and effect at said date, shall be invalidated by the passage of these regulations or any such amendment, but shall remain a valid permit, subject only to its own terms, provisions, ordinances, rules, and regulations appertaining thereto and in effect at the time of the issuance of the permit. However, all such permits shall expire not later than 60 days from the effective date of these regulations unless actual construction has begun and continued pursuant to the terms of the permit.~~
- (B) ~~Plans and specifications. All applications for a permit to erect, construct, alter, move, convert, extend, or enlarge a building or structure shall be accompanied by three sets of plan specifications, detailed and prepared in accordance with the requirements of the Florida Building Code, or as may be required by the Building Official and Plan Examiner. The drawings shall include a survey prepared by a registered land surveyor showing, at a scale of not less than 1/16 inch to the foot, the lot lines, building or buildings and their location on the lot, and such other information as may be necessary to provide for the enforcement of these regulations. The drawings shall contain suitable notations indicating the proposed use of all land and buildings. A careful record of the original copy of such applications and the approved plans and specifications shall be kept in the office of the Village Clerk and a duplicate copy shall be kept in Village Hall at all times.~~
- (C) ~~Site plan and model required. For any proposed development or redevelopment within the Village other than a single-family residence, a site plan and an architectural model built to scale shall be required and furnish to the Village Manager, or his/her designee. Within 10 days prior to the Planning and Zoning Board public hearing, the applicant shall make available for viewing an architectural model and photographs depicting same. Said model shall be retrieved by the developer within 30 days following the final public hearing before the Village Commission, and the photographs depicting the model shall become a part of the public records. Said model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that all setbacks for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.~~

~~Approval of the site plan shall meet the requirements of § 152.005. The site plan shall include but not be necessarily limited to the following material, including conformance with all Dade County and state laws:~~

- (1) ~~The title of the proposed project and the name of the site planner, engineer, architect, landscape architect, developer, and owner.~~
- (2) ~~The north point, scale (1/16 inch to the foot, or larger), and date of preparation of the site plan.~~
- (3) ~~Existing and proposed zoning district boundaries.~~
- (4) ~~Existing easements (with the owner ships thereof noted on the plan), property lines, streets, buildings, and other physical features in or adjoining the project.~~
- (5) ~~Proposed streets, alleys, driveways, walkways, curb cuts, off-street parking spaces, loading areas, outdoor lighting systems, storm drainage, and sanitary sewer facilities.~~

- ~~(6) Preliminary floor plans of typical floors and elevations of any proposed building according to a 1/16 inch scale.~~
- ~~(7) Location, height, and type of all proposed buildings, structures, uses, signs, fences, walls, landscaping, and open space.~~
- ~~(8) Tabular project summary, indicating the total acreage, plot area density, lot coverage, open space, and off-street parking spaces. If variances are being sought, the extent of those variances from the requirements of this chapter shall be included within the tabular summary.~~
- ~~(9) Site plans for a building or buildings which contain more than two dwelling units, or more than 299 square feet of commercial or office space shall be reviewed by the Planning and Zoning Board and the Village Commission. In reviewing site plans for development, the Planning and Zoning Board and the Village Commission must consider and abide by the provisions of chapter 155 of the North Bay Village Code of Ordinances currently in effect. The review by the Planning and Zoning Board and Village Commission shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the Village and the Florida Building Code; and that the proposed development or redevelopment has a design and arrangement which:

 - ~~(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.~~
 - ~~(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.~~
 - ~~(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.~~
 - ~~(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.~~~~

~~The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit. Requests for variances shall require a separate public hearing.~~

~~(10) Administrative site plan modification.~~

- ~~(a) An amendment to a site plan that has been approved by the Planning and Zoning Board and the Village Commission pursuant to Sections 152.095 and 152.105(C) may be approved by the Village Manager upon recommendation of the Village Planner without further review or approval by any such body, as follows:

 - ~~(1) Any modification to the overall combination of unit types within the building(s) shown on the approved site plan or any increase in the total number of units, provided that the additional total number of units does not exceed five percent of the total number of dwelling units of the approved site plan and the resulting total number of units does not exceed the allowable density under North Bay Village's Code of Ordinances.~~
 - ~~(2) Any modification to increase the size of any units shown on the approved site plan provided that the modification is consistent and is not in violation of North Bay Village's Code of Ordinances. Further, the total floor area for the site plan modification shall not exceed ten percent of the approved site plan after deducting any increase in total floor area directly attributed to bringing unit sizes into compliance with the current minimum unit size set forth in North Bay Village's Code of Ordinances. Any increase in the number or in the size of units will be subject to review in order to determine if concurrency requirements are met.~~
 - ~~(3) Any modification to increase or decrease the floor to ceiling dimensions of any individual floor within the approved site plan, provided that the modification complies~~~~

with North Bay Village's Code of Ordinances and does not result in a modification of the number of floors for the approved site plan.

- ~~(4) Any modification to increase or decrease the number of parking spaces within the approved site plan made in order to conform off-street parking of the approved site plan to any modification of a nature described in subparagraphs (a)(1) or (a)(2), provided that the modification shall be substantially consistent with the approved site plan and not in violation of North Bay Village's Code of Ordinances or any applicable state or federal law.~~
 - ~~(5) Any modification to the footprint of any building shown on the approved site plan provided that the modification does not change the generalized location of the building(s) shown on the approved site plan nor conflict with buffering requirements and is not in violation of North Bay Village's Code of Ordinances.~~
 - ~~(b) Any modifications approved by the Village Manager upon recommendation of the Village Planner pursuant to this Section 152.105(C)(10) shall be subject to the following limitations:~~
 - ~~(1) Any modification to an approved site plan not expressly authorized in this subsection 152.105(C)(10) shall require review and approval in accordance with the requirements and procedures for review and approval of a new site plan, as set forth in Sections 152.095 and 152.105(C).~~
 - ~~(2) Modifications to an approved site plan approved pursuant to this subsection 152.105(C)(10) shall take effect upon approval by the Village Manager, upon recommendation of the Village Planner.~~
 - ~~(c) Courtesy notification of approved site plan modification review will be given to property owners subject to the requirements of subsection 152.096(A)(2), hearing and notices, of North Bay Village's Code of Ordinances.~~
 - ~~(11) Site plans approved in accordance with these regulations shall expire two years following final approval by the Village Commission. Such Site Plans may be granted no more than two one-year renewals subject to approval by the Village Commission. Site Plans already approved shall expire four years following final adoption of this ordinance. To avoid expiration of the Site Plans the applicant must apply for a full Building Permit within the time frames set forth above.~~
- ~~(D) Filing fees.~~
- ~~(1) All persons, firms, or corporations petitioning the Planning and Zoning Board, the Village Commission, and the Village Administration to process special requests shall be required to pay in advance all fees and expenses necessitating the public notification a in the newspaper, and notices to property owners as provided in this Chapter.~~
 - ~~(2) All persons, firms, or corporations applying for permits under the provisions of these regulations or amendments thereto, variances from these regulations, special-use exceptions as required by these regulations in certain instances, or a change in the classification of a district or a portion thereof shall be required to pay in advance for all expenses relative thereto, in accordance with fee schedules adopted by the Village Commission. Permits for signs and other fees shall be in accordance with fee schedules established by the Village Manager.~~
 - ~~(3) The payment of such money in advance to the Village Clerk shall be a condition precedent to the consideration of such petition, permit, or amendment.~~
- ~~(E) Fees for copies of records.~~ The Village Clerk shall charge and collect fees for furnishing copies of plans, permits, and other records to the public, in accordance with a fee schedule established by the Village Manager.
- ~~(F) Errors and violations.~~
- ~~(1) The issuance or granting of a permit or approval of plans or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this~~

~~chapter. No permit presuming to give the authority to violate or cancel the provisions of this chapter shall be valid except insofar as the work or use which it authorizes is lawful.~~

- ~~(2) The issuance of a permit upon plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in the plans and specifications or from preventing building operations being carried on there under when in violation of this chapter, or any ordinance of the Village.~~

~~(Ord., passed 4-1-83; Am. Ord. 84-17, passed 12-11-84; Ord. No. 02-13, § 1, 5-28-02; Ord. No. 2006-18, § 1, 11-8-06; Ord. No. 07-11, § 1, 9-11-07; Ord. No. 2008-07, § 1, 6-10-08; Ord. No. 2012-02, § 2, 4-10-12)~~

~~§ 152.106 Certificate of occupancy.~~

- ~~(A) No premises shall be used and no building hereafter erected or structurally altered shall be used, occupied, or changed in use until a certificate of occupancy and compliance has been issued by the Building Official stating that the building or premises complies with the South Florida Building Code and the provisions of these regulations. In the event there is a question as to the nature or legality of a use, the Building Official shall require affidavits and such other information as he may deem appropriate or necessary to establish the nature and legality of the use before issuance of a certificate of occupancy.~~
- ~~(B) No permanent electrical service will be permitted until a final certificate of occupancy has been issued.~~
- ~~(C) Whenever a request has been made to the Building Official for the issuance of a certificate of occupancy, it shall be accompanied by a certificate of compliance consisting of affidavits from the building contractor (or owner-builder) responsible for the building and the architect or engineer whose seal appeared on the original and all supplementary plans filed in support of the application. The affidavits by the architect or engineer and the building contractor (or owner-builder), respectively, shall state affirmatively that the plans and specifications and all changes thereto are in compliance with, and that the buildings or structures have been substantially completed in accordance with, the South Florida Building Code and this chapter or any variance thereto lawfully granted by the Village Commission.~~
- ~~(D) Temporary certificates of occupancy may be issued for commercial or multi-family structures for purposes of testing. No temporary certificate of occupancy may be issued for a single-family residence. No occupancy shall be permitted until a final certificate of occupancy has been issued.~~
- ~~(E) The Building Official shall not issue any certificate of occupancy for any new or remodeled or otherwise structurally altered building without first receiving the certificate of compliance as set forth in division (C) above. Upon the receipt of the certificate of compliance, it shall be examined by the Building Official.~~
- ~~(F) Following a physical examination by the Building Official, determination of compliance with all applicable codes and ordinances, and conditioned upon his written certification of the accuracy of the information contained in the affidavit supporting the certificate of compliance, the Building Official shall issue a certificate of occupancy.~~
- ~~(G) Any person submitting false information by affidavit in support of a certificate of compliance may receive the maximum punishment as provided by the Village Charter. Any certificate of occupancy issued upon information supplied therein shall be subject to revocation.~~
- ~~(H) No final inspection shall be made nor shall any certificate of occupancy be issued until all fees and charges due to the Village pertaining to the property are fully paid.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.107 Interpretation and conflict.~~

- ~~(A) Interpretation. In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the health, safety, morals, order, convenience, and general welfare of the Village.~~
- ~~(B) Conflict. It is not intended by these regulations to interfere with, abrogate, or annul any easements, covenants, or other agreement between parties; however, where these regulations impose a greater restriction upon the use of buildings or premises or upon the height of buildings, or require larger open spaces, yards, lot areas than are imposed or required by other ordinances, rules, regulations, easements, covenants, or agreements, the provisions of these regulations shall govern.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.108 Validity.~~

~~If any section, paragraph, subdivision, clause, phrase, or provision of these regulations are adjudged invalid or held unconstitutional, this shall not affect the validity of these regulations as a whole, or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.109 Repeal clause.~~

~~All county ordinances, resolutions, or special laws applying only to the Village; any general laws which the Village Commission is authorized by the Charter to supersede, nullify, modify, or amend; or any part of any such ordinance, resolution, or law in conflict with any provision of this chapter, is hereby repealed.~~

~~(Ord., passed 4-1-83)~~

~~§ 152.110 Filing fees and cost recovery.~~

~~A. Consultants.~~

- ~~1. The Village Manager and/or his/her designee as part of the review of any development application presented to the Village, may refer any such application to such engineering, planning, legal, technical, environmental, or other professional(s) consultants employed or retained by the Village ("consultant(s)") as the manager shall deem reasonably necessary to enable him/her to review such application as required by law.~~
- ~~2. Charges made by such consultants shall be made in accordance with the charges customarily made for such services in Miami-Dade County, and pursuant to an existing contractual agreement by and between the Village and the consultant.~~
- ~~3. The consultant's services shall be charged at the hourly rates specified in the particular consultant's agreement with the Village. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery deposit.~~

~~B. Cost recovery established.~~

- ~~1. The applicant shall reimburse the Village for the actual cost of Consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.~~
- ~~2. Payment in full by the applicant to the Village of the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits~~

fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code.

~~C. Cost recovery procedures.~~

- ~~1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.~~
- ~~2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.~~
- ~~3. When the balance in the Village's cost recovery escrow account is reduced to one half (½) of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village may suspend its review of the application and the application shall be deemed withdrawn.~~
- ~~4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3, a resubmission fee shall be paid and the cost recovery deposit shall be replenished to a minimum of one half of the original deposit amount before the application will be reviewed.~~
- ~~5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete and the cost recovery escrow account balance shall be replenished to equal at least one half of the initial deposit amount.~~

~~D. Review of consultant's charges. Upon a determination by the Village Manager or his/her designee that there has been a miscalculation concerning a consultant's fees, the Village Manager or his/her designee is authorized to review the charges and issue a credit or refund a portion of the cost recovery deposit.~~

~~E. Schedule of fees and cost recovery deposits. No new development application shall be accepted and no building permit or certificate of occupancy shall be issued for any property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full. All fees and cost recovery deposits shall be paid according to the development approval fee and cost recovery deposit schedule below:~~

Development Approval Fee and Cost Recovery Deposit Schedule

Type of Request	Filing Fee	Cost Recovery Deposit*
Land use plan map/comprehensive plan text amendments	\$2,000.00	\$10,000.00
Rezoning or code text amendment	\$2,000.00	\$10,000.00
Site plan review		
— Residential — 1 unit, existing commercial	\$1,000.00	\$2,000.00
— Residential over 1 unit, new commercial	\$1,000.00 BASE	\$6,000.00

— (BASE + SIZE/UNIT FEES)		
— SIZE/UNIT FEES		
— Size of building (non-residential, square feet) Fee		
— 399 and under	\$700.00	
— 400 — 19,999	\$1,100.00	
— 20,000 — 99,999	\$2,500.00	
— 100,000 and over	\$3,500.00	
— Number of units (residential) Fee		
— 2 — 19	\$900.00	
— 20 — 100	\$1,500.00	
— 101 — 199	\$2,500.00	
— 200 and over	\$3,500.00	
Site plan modification (no commission review)		
— Residential — 1 unit, existing commercial	\$600.00	\$1,000.00
— Residential over 1 unit, new commercial	\$600.00	\$4,000.00
Site plan modification (commission review)		
— Residential — 1 unit, existing commercial	\$1,000.00	\$2,000.00
— Residential over 1 unit, new commercial	\$1,000.00	\$6,000.00
Site plan renewal		\$1,000.00

—Residential—1 unit, existing commercial	50% of original filing fee	\$1,000.00
—Residential over 1 unit, New Commercial	50% of original filing fee	\$2,000.00
Deck waiver	\$300.00	
Alcohol variance	\$600.00	
Variances	(per variance)	
—Residential—1 unit non use variances	\$100.00	
—Residential—1 unit, existing commercial	\$200.00	\$1,000.00
—Residential over 1 unit, new commercial	\$600.00	\$2,000.00
Sign Variance	\$600.00	
Special Use Exception		
—Residential—1 unit, existing commercial	\$600.00	\$2,000.00
—Residential over 1 unit, new commercial	\$600.00	\$4,000.00
Conditional Use		
—Residential—1 unit, existing commercial	\$600.00	\$2,000.00
—Residential over 1 unit, new commercial	\$600.00	\$4,000.00
Unusual and new uses	\$600.00	\$4,000.00
Plat	\$1,000.00	\$10,000.00
Waiver of Plat	\$1,000.00	\$4,000.00
Appeals of Administrative Decision	\$600.00	\$2,000.00

~~*The applicant is responsible for the actual cost of professional review services including but not limited to: engineering, planning, legal, technical, environmental, etc. These review costs shall be deducted from the cost recovery deposit. Depending on the level of expenses, the applicant shall be required to replenish the cost recovery deposit (section 155.110 C.3.) or if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant (section 155.110 I.).~~

~~Note: In addition to application fees and cost recovery deposits, advertising and mailing costs shall be paid by the applicant separately.~~

~~F. Additional review fees. The following fees are required as part of the review process in addition to required filing fees and cost recovery deposits:~~

~~(1) Advertising; and~~

~~(2) Mailing costs.~~

~~G. Subsequent review and resubmission fees:~~

~~(1) A resubmission fee shall be required to be submitted by the applicant as specified in this section.~~

~~(2) If an application is deemed incomplete, is withdrawn prior to the hearing by the board or commission, is deemed withdrawn for failure to respond to a request for information necessary for review, or suspended for nonpayment of required additional cost recovery fees within the required timeframe, any subsequent submission shall be accompanied by a resubmission fee of 50 percent of the original application filing fee.~~

~~(3) Should the project be substantially changed or modified so that, in the opinion of the Village Manager or his/her designee it represents a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.~~

~~(4) If the applicant is required to resubmit plans or supplement the application after the Village's initial review, in addition to any required additional cost recovery deposits, any resubmittal shall be accompanied by a minimum review fee of \$100.00.~~

~~H. Minimum review fee. The minimum fee for application and plan review shall be no less than \$100.00.~~

~~I. Refund:~~

~~(1) Fees. All fees shall be deemed nonrefundable unless the refund request has been received prior to administrative review or public advertisement.~~

~~(2) Cost recovery escrow account. Upon final approval or denial of an application, expiration of any applicable appeal period, and payment of all consultant charges, the Village shall refund to the applicant any funds remaining in the cost recovery escrow account.~~

~~(Ord. No. 2009-01, § 1, 1-13-09; Ord. No. 2012-02, § 2, 4-10-12)~~

~~§ 152.110.01 Reserved.~~

Editor's note—Ord. No. 2012-02, § 2, adopted April 10, 2012, amended the Code by repealing former § 152.110.01. Former § 152.110.01 pertained to escrow account, and derived from Ord. No. 2009-01, adopted January 13, 2009.

~~SECTION 152.111 ADULT ENTERTAINMENT~~

~~§ 152.111.01 Purpose; findings and authority.~~

- (a) ~~*Purpose.* In the development and enforcement of this section, it is recognized that there are adult entertainment uses, which because of their very nature are recognized as having serious objectionable characteristics, particularly when several of them are concentrated in any given locations thereby having a deleterious effect upon the adjacent business and residential areas. It is desirable, therefore, to protect the well-being of the youth of the Village from objectionable operational characteristics of these adult entertainment uses by locating adult oriented activities away from residential areas and public facilities used frequently by minors such as schools, religious facilities, parks, libraries, playgrounds and day care centers. The Village finds that, just as advertising is designed to stimulate one's appetite for desired goods and services, an overabundance or preoccupation with sexual displays or materials arouses the appetites of those so preoccupied, and encourages criminal sexual behavior.~~

~~In recognition of the protections afforded to the citizens of the United States under the First and Fourteenth Amendments to the Constitution of the United States, it is neither the intent nor the effect of this Section to:~~

- ~~(a) Inhibit freedom of speech or the press; or~~
- ~~(b) Impose a limitation or restriction on the content of any communicative materials, including sexually oriented materials; or~~
- ~~(c) Restrict or deny access by adults to sexually oriented materials protected by the First Amendment; or~~
- ~~(d) Deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.~~

~~This section balances the legitimate governmental purposes of the Village against the above-described constitutional rights, by imposing incidental, content neutral place, time, and manner regulations of adult entertainment establishments without limiting alternative avenues of communication. The special regulations deemed necessary to control the undesirable effects arising from these enterprises are set forth in this Section.~~

- (b) ~~*Findings.* Based on the evidence and testimony presented before the Village Commission and on the findings incorporated in (i) "Survey of Texas Appraisers — Secondary Effects of Sexually Oriented Businesses on Market Values" study by Connie B. Cooper, FAICP and Eric Damian Kelly, FAICP in association with David C. Keuhl, Ph.D. and Shawn Wilson, MAI (2008)(Texas); (ii) "Crime-Related Secondary Effects — Secondary Effects of "Off Site" Sexually Oriented Businesses" study by Richard McCleary, Ph.D. in association with Alexi Alexander, J.D., Larry Bush, M.A., and Mark Vasquez, B.A. (2008)(Texas); (iii) "Crime-Related Secondary Effects of Sexually Oriented Businesses: Report To The City Attorney" by Richard McCleary, Ph.D. (2007)(Los Angeles, California); (iv) "Survey of Findings and Recommendations of Sexually Oriented Businesses" by Eric Damian Kelly, Ph.D. FAICP and Connie B. Cooper, FAICP (August 2002)(Toledo, Ohio); (v) "A Report on the Secondary Impacts of Adult Use Businesses in the City of Denver," by the Zoning Administration, Office of Planning and Development, Department of Public Safety, Department of Excise and Licenses, Assessor's Office, and in consultation with the City Attorney's Office, Denver, Colorado (January 1998); (vi) "Sexually Oriented Business Ordinance Revision Committee Legislative Report, Houston, Texas (January 7, 1997); (vii) "Adult Use Study," by the Newport News Department of Planning and Development, Newport News, Virginia (March 1996); (viii) "Report to American Center for Law and Justice on the Secondary Impacts of Sex Oriented Businesses," by Peter R. Hecht, Ph.D. of the Environmental Research Group (March 31, 1996); (ix) "Adult Entertainment Study" by Department of City Planning, City of New York (November 1994); (x) The "Adams County Nude Entertainment Study" by the Adam's~~

County Sheriffs Department (1991)(Colorado); (xi) "Effects of Adult Entertainment Businesses on Residential Neighborhoods," by the Department of Planning, Research and Development, City of El Paso, TX (Sept. 26, 1986); (xii) "NLC Summaries of "SOB Land Use" Studies, Crime Impact Studies by Municipal and State Governments on Harmful Secondary Effects of Sexually-oriented Businesses," National Law Center for Children and Families, 1991, 1994, 1996, 1997, 1999, 2000, 2001, 2002, 2005; the Village Commission finds as follows:

- (1) Establishments exist or may exist within the Village where books, magazines, motion pictures, videos, prints, photographs, periodicals, records, novelties, and devices that depict, illustrate, describe, or relate to specified sexual activities are possessed, displayed, exhibited, distributed, and sold.
- (2) Establishments exist or may exist within the Village where:
 - (a) The superficial tissues of one person are manipulated, rubbed, stroked, kneaded, or tapped by a second person, accompanied by the display or exposure of specified anatomical areas;
 - (b) Dancers, entertainers, performers, or other individuals, who, for forms of commercial gain, perform or are presented while displaying or exposing specified anatomical areas; or
 - (c) Lap dancing occurs.
- (3) The activities described in subsections (1) and (2) occur at establishments for the purpose of making a profit and, as such, are subject to regulation by the Village in the interest of the health, safety, and general welfare of Village residents.
- (4) The competitive commercial exploitation of such nudity and seminudity is adverse to the public's interest, quality of life, tone of commerce, and total community environment.
- (5) The commercial exploitation of nudity and seminudity consists of the use of nude and seminude entertainment in connection with or for the promotion of the sale of goods or services, and the receipt of money by the person engaging in nude or seminude entertainment in exchange for or as consideration for nude or seminude performance by such individuals.
- (6) The commercial exploitation of nude and seminude acts, exhibitions, and nude entertainment occurs frequently at commercial establishments either selling or allowing consumption of alcoholic beverages on the premises.
- (7) There is a direct relationship between the consumption of alcoholic beverages and the nude and seminude activities mentioned above, and an increase in criminal activities, disturbances of the peace and good order of the community. The occurrence of these activities is hazardous to the health and the safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole.
- (8) The combination of the sale and consumption of alcoholic beverages with the performance of nude and seminude acts, exhibitions and entertainment is adverse to the public's interest and the quality of life, tone of commerce, and total community environment in the Village.
- (9) To promote and preserve the public peace and good order and to safeguard the health, safety, and welfare of the community and its citizens, it is necessary and advisable for the Village to prohibit nude and seminude acts, exhibitions, and entertainment establishments at which alcoholic beverages are, or are available to be, sold or consumed.
- (10) There is a direct relationship between the display or depiction of specified anatomical areas as defined in this chapter and an increase in criminal activities and disturbances of the peace and good order of the community, and the occurrence of these activities is hazardous to the health and safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole. These secondary effects are adverse to the public's interest and quality of life, tone of commerce, and total community environment in the Village.

- ~~(11) When the activities described in subsections (1) and (2) take place in establishments within the Village, other activities that are illegal or unhealthy tend to accompany them, concentrate around them, and be aggravated by them. Such other activities include, but are not limited to, prostitution, solicitation for prostitution, lewd and lascivious behavior, possession, distribution and transportation of obscene materials, sale or possession of controlled substances, and violent crimes against persons and property.~~
- ~~(12) When the activities described in subsections (1) and (2) are present in establishments within the Village, they tend to blight neighborhoods, adversely affect neighboring businesses, lower property values, foster an atmosphere that promotes crime, and ultimately lead residents and businesses to move to other locations.~~
- ~~(13) The establishments used for the activities described in subsections (1) and (2) are frequently used for unlawful and unhealthy sexual activities, including prostitution and sexual liaisons of a casual nature.~~
- ~~(14) To preserve and safeguard the health, safety, and general welfare of the people of the Village, it is necessary and advisable for the Village to obtain sufficient information regarding the owners of establishments where the activities described in subsections (1) and (2) occur in order to preclude the involvement of organized crime.~~
- ~~(c) Authority. This section is enacted pursuant to the Village's home rule power to enact regulations to protect the public health, safety, and general welfare of the residents of the Village; F.S. ch. 163 and ch. 166; and the Village's authority to regulate the sale and consumption of alcoholic beverages under the Twenty-First Amendment of the Constitution of the United States.~~

~~(Ord. No. 2012-03, § 2, 7-25-12)~~

~~§ 152.111.02 Definitions.~~

~~For the purpose of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the terms relevant to this section provided in chapter 119 of this Code.~~

~~*Adult entertainment establishment shall mean:*~~

- ~~(1) Any adult arcade, adult theater, adult bookstore/adult video store, adult modeling establishment, adult motel, encounter studio, or adult dancing establishment as these uses are defined in chapter 119 of this Code; or any other establishment or business operated for commercial gain where any employee, operator or owner exposes his or her specified anatomical area for viewing by patrons, including but not limited to massage establishments, whether or not licensed pursuant to F.S. ch. 480, tanning salons, modeling studios, or lingerie studios.~~
- ~~(2) Any establishment where an action is taken which is intended to amuse and which is distinguished or characterized by an emphasis on material depicting, describing or relating to specified sexual activities or specified anatomical areas or which features topless dancers, exotic dancers, strippers, male or female impersonators, the modeling of clothing revealing, or less than completely and opaquely covering, specified anatomical areas, or similar activities.~~
- ~~(3) An adult entertainment establishment shall include the entire site on which the adult entertainment establishment is located, including the exterior and interior of the establishment, or any portion thereof, upon which the activities or operations described in subsection (1) and (2) above are being conducted for commercial gain.~~
- ~~(4) Excluded from this definition are any educational institutions, as defined in chapter 119, where the exposure of specified anatomical areas is associated with a curriculum or program.~~
- ~~(5) An establishment that possesses an adult entertainment license is presumed to be an adult entertainment establishment.~~

~~Adult material shall mean any one or more of the following, regardless of whether it is new or used:~~

- ~~(1) Books, magazines, periodicals or other printed matter, photographs, films, motion pictures, video cassettes, slides, or other visual representations; recordings, other audio matter, and novelties or devices which have as their primary or dominant theme subject matter depicting, exhibiting, illustrating, describing or relating to specified sexual activities or specified anatomical areas; or~~
- ~~(2) Instruments, novelties, devices or paraphernalia that are designed for use in connection with specified sexual activities.~~

~~Massage establishment shall mean:~~

- ~~(1) Any shop, parlor, establishment or place of business wherein all of any one or more of the following named subjects and methods of treatments are administered or practiced: body massage either by hand or by any mechanical or electrical apparatus or device (excluding fever therapy), apply such movements as stroking, friction, rolling, vibration, kneading, cupping, petrissage, rubbing, effleurage, or tapotement.~~
- ~~(2) Provided, however, that, for the purpose of this section, the terms "massage establishment" shall not include any massage establishment wherein at least one state licensed massage therapist is employed and on duty full time during the hours opened for business.~~
- ~~(3) Nothing in this section shall be construed as applying to state licensed massage therapist, barbers, cosmetologists, manicurists, pedicurists, physical therapists' assistants, midwives, practical nurses, agents, servants of employees in licensed hospitals or nursing home or other licensed medical institutions, licensed physicians, osteopaths, chiropractors, podiatrists, naturopathic physicians or other licensed medical practitioners, or their agents, or employee acting in the course of such agency, service or employment under the supervision of the licensee.~~

~~(Ord. No. 2009-03, § 2, 7-14-09; Ord. No. 2012-03, § 2, 7-25-12)~~

~~§ 152.111.03 Permitted use schedule.~~

~~Adult entertainment establishments are permitted in the General Commercial (CG) Zoning district, subject to distance requirements set forth below.~~

~~(Ord. No. 2009-03, § 2, 7-14-09; Ord. No. 2012-03, § 2, 7-25-12)~~

~~§ 152.111.04 Regulations applicable to adult entertainment establishments.~~

~~(a) Required approval. An application for an adult entertainment establishment requires the approval of the Village Commission after a public hearing. No application for an adult entertainment establishment shall be presented to the Village Commission unless it satisfies the following requirements:~~

- ~~(1) The adult entertainment establishment must be located on a parcel of land located in the CG zoning district.~~
- ~~(2) The adult entertainment establishment must be located:~~
 - ~~(i) At least 500 feet from any residentially zoned district as designated on the Village's official zoning district map, and at least 500 feet from any property on which over 25 percent of the floor area is devoted to residential use; and~~
 - ~~(ii) At least 500 feet from any area of land upon which a religious facility, public school, private school, public park, public playground, library, daycare center or nursery for children is located; and~~
 - ~~(iii) At least 500 feet from any hotel or motel; and~~

- ~~(iv) At least 1,000 feet of from any parcel of land upon which another adult entertainment establishment is located; and~~
- ~~(v) At least 350 feet from a building that contains a business that sells or dispenses alcohol.~~
- ~~(3) No variance shall be granted to the spacing requirements of subsection (2) above.~~
- ~~(4) The minimum distance separation shall be measured by following a straight line from any portion of the building used for such purpose, or any building located on the property, of the adult entertainment establishment to:~~
 - ~~(i) The nearest point of the property designated as residential on the Village's official zoning district map; or~~
 - ~~(ii) The nearest point of the residential area of any property on which over 25 percent of the floor area is devoted to residential use; or~~
 - ~~(iii) The nearest point of any area used for a religious facility, public school, private school, public park, playground, library, daycare center or nursery for children, hotel or motel.~~
- ~~(5) In cases where a minimum distance is required between an adult entertainment establishment and another adult entertainment establishment, or an establishment licensed to sell or serve alcohol, the distance under this section shall be measured from the building line of the existing licensee to the building line of the proposed licensee and shall be the airline distance between the two buildings.~~
- ~~(6) The applicant must show a possessory interest in the property (ownership, leasehold, or contract to purchase/lease) by sufficient documentation.~~
- ~~(b) Expiration of approval. Approval of an adult entertainment establishment shall lapse after 24 months unless:~~
 - ~~(1) A business tax receipt or building permit has been issued, or~~
 - ~~(2) The next phase of development has been initiated, or~~
 - ~~(3) The Village Commission has specified a longer approval period.~~
- ~~(c) Application requirements. An application for approval of an adult entertainment establishment shall, in addition to the requirements of section 2.7.2 of the land development regulations, include:~~
 - ~~(1) A property survey by a registered surveyor;~~
 - ~~(2) A letter of intent;~~
 - ~~(3) Certified distance survey from a registered land surveyor in the state showing that such use meets the distance requirements as set forth in this section. Such sketch shall indicate the distance between the proposed adult entertainment establishment and:~~
 - ~~(i) Any other adult entertainment establishment; and~~
 - ~~(ii) Any establishment licensed to sell or serve alcohol; and~~
 - ~~(iii) Any area used for a religious facility, public school, private school, public park, public library, playgrounds, day care center or nursery for children, hotel or motel; and~~
 - ~~(iv) Any residential zoning district; and~~
 - ~~(v) The residential area of any property on which over 25 percent of the floor area is devoted to residential use.~~

~~Each sketch shall indicate all such distances and routes. In case of a dispute, the measurement scaled by the Village shall govern.~~

- ~~(4) Where the use includes a vehicular use area or landscaped buffer, a proposed landscape plan and information regarding permanent maintenance arrangements;~~

- ~~(5) A neighborhood location map showing all surrounding zoning, land use designations and existing uses located within 500 feet of the proposed site;~~
- ~~(6) Documents establishing ownership of the property, valid leasehold, or a contractual interest in a future ownership or leasehold.~~
- ~~(7) The proposed activities and specific type of adult entertainment establishment proposed.~~
- ~~(8) For adult entertainment establishments to be established in new construction, a sketch and description showing all new and existing structures on the property, interior layouts and proposed parking areas.~~
- ~~(9) For adult entertainment establishments to be established in redeveloped sites, a sketch and description or building plan that details all proposed interior and exterior changes to any existing building or structure.~~
- ~~(d) Review of applications. Applications shall be reviewed and be approved or denied by the Village Commission within 60 days of the applicant filing a complete application with the Village, as follows:~~
 - ~~(1) No application shall be accepted until it is deemed complete by the Village Planner.~~
 - ~~(2) The Village Planner shall review all of the information submitted to determine conformity with this section.~~
 - ~~(3) The submitted application will be reviewed for completeness within 20 business days, and any corrections, revisions or deficiencies provided to the applicant within that 20-day period.~~
 - ~~(4) Upon each re-submittal of corrected plans, the Village Planner shall have ten business days to review the application and provide any corrections, revisions or deficiencies to the applicant. This process shall continue until the applicant has submitted a complete application, or demands that the application be reviewed as is, without further revisions.~~
 - ~~(5) If an applicant fails to provide additional information as requested by the Village Planner within two months of the request or respond to the Village Planner with a time when the information will be submitted, the application shall be deemed to be withdrawn by the applicant. The applicant shall be entitled to one 60-day extension upon request, providing the request for extension is granted prior to the expiration of the two-month period.~~
 - ~~(6) The Village Commission shall approve or deny the permit within 60 days of the Village's receipt of the complete application, or the applicant's demand for review as submitted, based on whether it complies with the requirements of this section. A written notice of the Village Commission's decision shall be provided to the applicant, either in the form of an approved permit or written notice of denial. Such notice shall describe the applicant's appeal rights, and be provided to the applicant within ten business days of the decision.~~
- ~~(e) Minimum space requirements. An adult dancing establishment shall be subject to the minimum space requirements (for parking) as provided for "Restaurants, Lounges and Nightclubs," in subsection 152.044(b)(7) of this Code.~~
- ~~(f) Regulation of obscenity subject to state law. It is not the intent of the Village Commission to legislate with respect to matters of obscenity. These matters are regulated and preempted by general law.~~
- ~~(g) Regulation of massage establishments subject to state law. It is not the intent of the Village Commission to legislate, limit, or conflict with respect to matters pertaining to massage establishments that are regulated by state agency, the department of business and professional regulation, board of massage, and by general law, F.S. chapter 480.~~
- ~~(h) Appeal. The applicant may appeal the decision of the Village Commission by filing a timely notice of appeal with any court of competent jurisdiction in Miami Dade County in accordance with applicable law and court rules.~~

~~(Ord. No. 2009-03, § 2, 7-14-09; Ord. No. 2012-03, § 2, 7-25-12)~~

VACATION RENTAL LICENSE PROGRAM

GENERAL PROVISIONS

~~§ 152.112.01 Purpose.~~

~~The purpose of this subchapter, section 152.112, is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:~~

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

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.02 Definitions.~~

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

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

~~*Occupant.* Any person who occupies, either during the day or overnight, a vacation rental.~~

~~*Transient public lodging establishment.* Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.~~

~~*Vacation rental.* Any individually or collectively owned single-family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1 and RS-2.~~

~~*Vacation rental representative.* A vacation rental property owner, or his/her authorized designee, as identified in the application for a village vacation rental license.~~

~~*Village.* North Bay Village, Florida, as geographically described in its Charter.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

VACATION RENTAL LICENSE

~~§ 152.112.010 License required.~~

After July 1, 2016, an active vacation rental license shall be required to operate a vacation rental within the Village. After July 1, 2016, only vacation rentals holding an active vacation rental license issued by North Bay Village may operate within the Village. A separate vacation rental license shall be required for each vacation rental, as defined in section 152.112.02.

(Ord. No. 2016-005, § 2, 4-12-16)

~~§ 152.112.011—Application for vacation rental license.~~

- ~~(A) A property owner seeking initial issuance of a vacation rental license, or the renewal, or modification of a vacation rental license, shall submit to the Village a completed vacation rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.~~
- ~~(B) A complete application for the initial issuance, or renewal, or modification, of a vacation rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:~~
 - ~~(1) A completed vacation rental license application form, which must identify: the property owner, address of the vacation rental, vacation rental representative, and as well as the phone number of the vacation rental representative.~~
 - ~~(2) Payment of applicable fees.~~
 - ~~(3) A copy of the vacation rental's current and active license as a transient public lodging establishment with the Florida Department of Business and Professional Regulation.~~
 - ~~(4) A copy of the vacation rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.~~
 - ~~(5) Evidence of the vacation rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.~~
 - ~~(6) A copy of the current local business tax receipt.~~
 - ~~(7) Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.~~
 - ~~(8) A sketch showing the number and the location of all on-site parking spaces for the vacation rental.~~
 - ~~(9) Acknowledgement that each guest room shall be equipped with an approved listed single station smoke detector meeting the minimum requirements of the NFPA.~~
 - ~~(10) A section indicating whether the vacation rental will have ten or fewer occupants or more than ten occupants.~~
 - ~~(11) A copy of the generic form vacation rental/lease agreement to be used when contracting with transient occupants and guests.~~
- ~~(C) Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.~~
- ~~(D) Vacation rental license applications shall be sworn to under penalty of perjury and false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.012 – Modification of vacation rental license.~~

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

- ~~(A) An increase in the gross square footage.~~
- ~~(B) An increase in the number of bedrooms.~~
- ~~(C) An increase in the maximum occupancy.~~
- ~~(D) An increase in the number of parking spaces, or a change in the location of parking spaces.~~
- ~~(E) An increase in the number of bathrooms.~~
- ~~(F) Any other material modifications that would increase the intensity of use.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.013 – Duration of vacation rental license.~~

~~The vacation rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this subchapter. Vacation rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.014 – Renewal of vacation rental license.~~

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

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.015 – Licenses non-transferable, non-assignable.~~

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

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~VACATION RENTAL REPRESENTATIVE~~

~~§ 152.112.020 – Duties of vacation rental representative.~~

~~Every vacation rental representative shall:~~

- (A) ~~Be available by landline or mobile telephone answered by the vacation rental representative at the listed phone number 24 hours a day, seven days a week to handle any problems arising from the vacation rental; and~~
- (B) ~~Be willing and able to be physically present at the vacation rental within 60 minutes following notification from a vacation rental occupant, law enforcement officer, emergency personnel, or the Village for issues related to the vacation rental and shall actually be physically present at that location in that time frame when requested; and~~
- (C) ~~Conduct an on-site inspection of the vacation rental at the end of each rental period to assure continued compliance with the requirements of this subchapter.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~STANDARDS AND REQUIREMENTS FOR VACATION RENTALS~~

~~§ 152.112.030 General.~~

~~The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of vacation rentals in the Village.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.031 Local phone service required.~~

~~At least one landline telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.032 Parking standards.~~

~~Occupants and visitors to the vacation rental shall comply with all relevant parking codes as found in the Village Code of Ordinances.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.033 Solid waste handling and containment.~~

~~Requirements for garbage storage and collection shall be as follows:~~

- (A) ~~Notice of the location of the trash storage containers and rules for collection shall be posted inside the vacation rental.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.034 Maximum occupancy.~~

~~Requirements for space shall be as follows:~~

- ~~(A) Each vacation rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.~~
- ~~(B) Every room in a vacation rental occupied for sleeping purposes shall:

 - ~~(1) Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.~~
 - ~~(2) Have a minimum width of eight feet.~~~~
- ~~(C) Gross area shall be calculated on the basis of total habitable room area and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.~~
- ~~(D) Every habitable room in a vacation rental shall have a ceiling height of not less than seven feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of five feet or less shall not be included in calculating the total floor area of such room.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.035 Posting of vacation rental information.~~

- ~~(A) In each vacation rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:

 - ~~(1) The name, address and phone number of the vacation rental representative;~~
 - ~~(2) The maximum occupancy of the vacation rental;~~
 - ~~(3) A statement advising the occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village noise ordinance.~~
 - ~~(4) A sketch of the location of the off street parking spaces;~~
 - ~~(5) The days and times of trash pickup;~~
 - ~~(6) The location of the nearest hospital; and~~
 - ~~(7) The local non-emergency police phone number.~~~~
- ~~(B) A copy of the building evacuation map — Minimum eight and a half by eleven inches (8 1/2" x 11") shall be provided to the renter upon the start of each vacation rental.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

ADMINISTRATION, PENALTIES, AND ENFORCEMENT

~~§ 152.112.055 Administration of vacation rental license program.~~

~~The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling vacation rental licenses for proposed and existing vacation rentals as set forth in this subchapter.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.056—Appeals.~~

~~Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a vacation rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within ten days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.057—Notice.~~

~~Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. mail, postage paid, to the mailing address of the vacation rental representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the vacation rental representative.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~§ 152.112.058—Penalties and enforcement.~~

~~(A) Violation. Any violation of this subchapter may be punished by citation, as specifically described in chapter 153 of this Code, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the vacation rental license as provided hereinafter, for the third offense. Each day a violation exists shall constitute a separate and distinct violation.~~

~~(B) Other enforcement methods and penalties. Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.~~

~~(C) Suspension of license.~~

~~(1) In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a vacation rental license upon a third violation of this subchapter in any continuous 12-month period. Such suspension of a vacation rental license shall be for a period of one year, and shall begin following notice, commencing either at the end of the current vacation rental lease period, or after 30 calendar days, whichever is less.~~

~~(2) For violations of the Florida Building Code, or Florida Fire Prevention Code, a vacation rental license shall be subject to temporary suspension starting immediately three working days after citation for such violation if it is not corrected, re-inspected, and found in compliance.~~

~~(D) Revocation of license.~~

~~(1) The Village Manager may refuse to issue or renew a license or may revoke a vacation rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a vacation rental license.~~

~~(2) The Village Manager shall revoke a vacation rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the vacation~~

~~rental or receipt of a parking violation where such parking violation occurred on the vacation rental property within any continuous 12-month period, or any combination thereof.~~

- ~~(3) The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the vacation rental license.~~

~~(E) For all purposes under this subchapter, service of notice on the vacation rental representative shall be deemed service of notice on the property owner and occupant.~~

~~(F) No occupant shall occupy a vacation rental, and no advertisement for the vacation rental shall occur during any period of suspension of a vacation rental's vacation rental license.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~VESTING~~

~~§ 152.112.070—Rental agreement vesting.~~

~~It is recognized that there are likely existing rental/lease agreements for vacation rentals as the time of passage of this section which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.~~

~~(Ord. No. 2016-005, § 2, 4-12-16)~~

~~VIOLATIONS; ENFORCEMENT; PENALTY~~

~~§ 152.998—Violations; enforcement.~~

~~(A) It shall be the duty of the Building Official, Plan Examiner, and Code Enforcement Officer to enforce the provisions of these regulations, and to refuse to issue any permit for any building or for the use of any premises, which would violate any of the provisions of these regulations. It shall also be the duty of all officers and employees of the Village and especially all members of the Police Department, to assist by reporting to the Village Manager any apparent violation in new construction, reconstruction, or land use.~~

~~(B) For the purpose of inspection, the Building Official and Code Enforcement Officer or their authorized representatives shall have free access to materials and work at all times and shall have the power to stop work pending investigation as to materials, work, grades, use, and other provisions of these regulations.~~

~~(C) The Building Official, Plan Examiner, and Code Enforcement Officer are authorized, where deemed necessary for enforcement of these regulations, to request the execution of an agreement for recording.~~

~~(D) In case any building is erected, constructed, reconstructed, altered, repaired, or converted, or any building or land is used in violation of these regulations, the Building Official and Code Enforcement Officer is authorized and directed to institute any appropriate legal action to put an end to such violation.~~

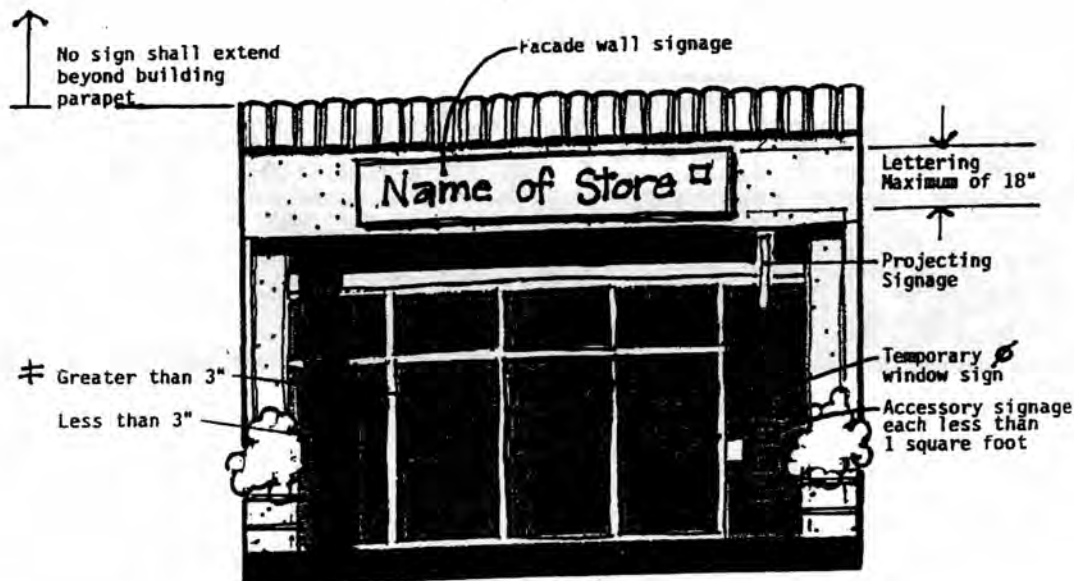
~~(Ord., passed 4-1-83)~~

~~§ 152.999 — Penalty.~~

~~Any person or corporation who violates any of the provisions of these regulations or fails to comply therewith or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, shall be guilty of a misdemeanor and may be punished by the maximum penalty permitted under section 10.99. Each day such violation shall be permitted to exist shall constitute a separate offense. owner or owners of any building or premises, or part thereof, where anything in violation of these regulations shall be placed or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith who has assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction shall be fined as hereinbefore provided and according to a schedule adopted by the Village Commission.~~

~~(Ord., passed 4-1-83)~~

~~APPENDIX B — SIGNAGE ILLUSTRATION~~



≠ Counts towards number of sign informational items.

* Maximum of 25% of window/door area.

∅ Paper Sign - max. 10% of window/door area.

□ Maximum of 10% of ground floor facade area.

- NOTE:
- o Facade wall signage and large window signage (greater than 3" in height) shall not exceed 10 sign information items.
 - o No sign shall be placed on a structure so that it will disfigure or conceal architectural features or details of a structure.
 - o Facade signage shall be proportionate to the facade on which it is located respecting the integrity of the architecture of the building.
 - o Size and location of any sign shall be proportional to the scale of the existing structure and compatible with adjacent signage.
 - o The use of lettering and signs design shall enhance the architecture and character of the facade on which the sign is located.



A. Before



B. After

~~CODE OF ORDINANCES Chapter 155—DESIGN GUIDELINE STANDARDS~~

~~§ 155.01—Establishment of design guideline standards.~~

- ~~(A) Design guidelines are intended to implement and provide guidance on site and building design. The purpose of these guidelines is to provide direction to private property owners in preparing plans for review concerning property development or redevelopment. It is important to remember that all projects are also subject to the required reviews of North Bay Village. The primary intent of these guidelines is to establish and promote standards for development planning and urban design.~~
- ~~(B) The standards and guidelines provide direction as to how private development should relate to framework of public amenities in a way that will serve the long term vision as well as accommodate immediate opportunities. They have been created to allow flexibility within the parameters of a clearly defined and supported vision that will provide lasting benefit to the citizens of North Bay Village.~~
- ~~(C) The intent of the design standards are to utilize developed public spaces, such as streets, park and parkways, and bay walks to organize and coordinate development, as well as to accommodate a broad mix of development types and alternate transportation, such as walking.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.02—Building and site design—Compliance with guidelines.~~

- ~~A. The general requirements outlined in this chapter shall serve to supplement the minimum aesthetic and design standards for all site development, buildings, structures, alterations or additions. All site development or redevelopment shall, where reasonable and practicable, show proper design concepts consistent with the standards outlined in these guidelines. Buildings or structures, which are a part of an existing or future group of buildings, shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole site. Harmony can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials, and color.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.03—Building and site design relationships shall conform to the following standards.~~

- ~~1. Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.~~
- ~~2. Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.~~
- ~~3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.~~
- ~~4. All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the building or buildings, or enclosed in a separate structure compatible with the main building.~~
- ~~5. When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.~~
- ~~6. Storefronts shall have easily identifiable entrances.~~

7. ~~Window displays shall be done in such a manner as to capture the pedestrians' customers attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.~~
8. ~~"Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right of way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.~~
9. ~~Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.~~
10. ~~All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.~~
11. ~~Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.~~
12. ~~Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.~~
13. ~~The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.~~
14. ~~Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.~~
15. ~~Pre-fabricated homes are prohibited in new construction.~~
16. ~~Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with 40 percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.~~
17. ~~Temporary construction shall be enclosed by black vinyl coated chain link fences. Construction walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited.~~
18. ~~Reflective/mirrored glass shall be discouraged.~~
19. ~~Buildings shall not have unfinished surfaces visible to the public.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.04 New construction.~~

- A. ~~Buildings should have a recognizable entrance facing the public street.~~
 1. ~~Design and location of balconies should reinforce the building form.~~
 2. ~~All projects should consider the overall form, and detail of the building. Box buildings are discouraged.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.05 Site design relationships.~~

- A. ~~The coordination of facade components help establish an identity for an office building, industrial building or shopping plaza. Therefore, for all unified developments and shopping centers including principal buildings and out parcel development, all buildings and signage shall demonstrate~~

compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:

1. ~~Compatibility with adjacent land uses in terms of scale and lot coverage.~~
2. ~~Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.~~
3. ~~In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated and have like details. Such facade treatments include: building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.~~
4. ~~Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.06 Balcony enclosures.~~

~~A. This section refers to the prohibition of the enclosure of a balcony on a residential building as follows:~~

1. ~~The enclosure substantially alters the architectural pattern of the building.~~
2. ~~The enclosure does not match wall and window designs.~~
3. ~~The enclosure may result in serious structural and/or water damage.~~
4. ~~The enclosure does not front on a public street.~~
5. ~~Reserved.~~
6. ~~The enclosure may not alter the Floor Area Ratio (FAR).~~

~~Applications for enclosures shall meet all Building and Village Code standards.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.07 Shutters and security grilles.~~

- A. ~~Roll up or accordion shutters are permitted on ground floor fronting a public street when constructed of a see through, non-solid grate material. The casing for the grilles should be painted to match the building.~~
- B. ~~Roll up or accordion shutters are permitted on upper floors if all match in building.~~
- C. ~~Security bars are prohibited in accordance with Section 152.066 of the Village Code.~~
- D. ~~Shutters shall not be used to enclose balconies.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.08 Bayview.~~

- A. ~~Buildings should provide view/light/breeze corridors to the bay.~~
- B. ~~Building pedestal should not form continuous sheer wall along the bay. Decorative surfaces, multi-level decks, berming and sufficient setbacks shall reduce the impact of the pedestal.~~

- ~~C. Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition.~~
- ~~D. Pool decks should include landscaping to provide shade and tropical image.~~
- ~~E. All projects shall provide bay walkways along the rear of the property, which can be connected to other properties.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.09 Color palette and architectural theme.~~

- ~~A. The Village supports a building color criteria for all buildings and accessory structures. The design of these guidelines is to enhance the appearance of development within the Village, which will improve and/or maintain property values for all Village residents and property owners.~~
- ~~B. The Village will review building paint colors for all residential, commercial, industrial and other non-residential buildings. Owners, developers and/or contractors will be required to receive approval from the Village for the base, secondary, and trim colors before painting these areas. The minimum \$60.00 permit fee outlined in Section 151.11(A) shall be assessed to applicants for the review of building paint colors, which shall apply to single-family homes, duplexes, multi-family units and non-residential and commercial structures. Prior to purchasing paint for your home or business, please submit paint samples to the Village for approval. Colors for buildings are expressed in three categories:~~
 - ~~1. Base building colors—Primary building walls.~~
 - ~~2. Secondary building colors—Larger "trim" areas such as a lower building base, building design details, or accent trim around windows and doors.~~
 - ~~3. Trim colors—Small area of color such as decorative trim along rooflines, and areas around windows, doors, frames, and signage.~~

~~Requirements for Color Palette Submission:~~

- ~~1. Property Address~~
- ~~2. Location Map~~
- ~~3. Provide 6" x 6" Color Samples~~
- ~~4. Clearly Identify Base, Secondary and Trim colors~~
- ~~5. Photo or Elevation of the Structure~~

~~A color palette is available at the Village's building department.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.10 Base building colors.~~

- ~~A. This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terracotta.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

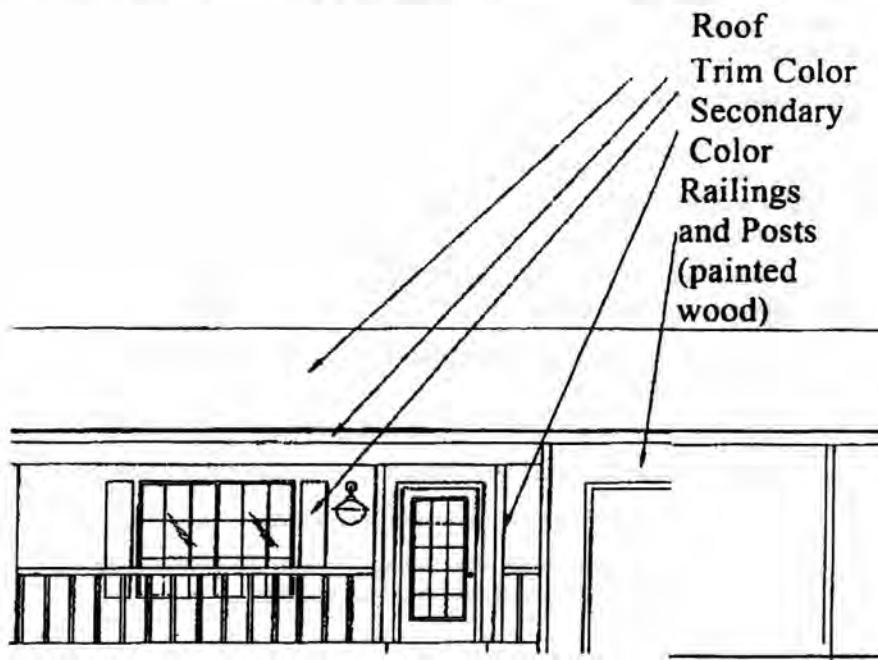
~~§ 155.11 Secondary building colors.~~

- A. ~~These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 25 percent of the major surface plane they are used upon.~~

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.12 Trim colors.~~

- A. ~~Trim colors are used for accent purposes and are the most intensive group of colors allowed. They shall be limited to not more than five percent of the building surface. These trim colors are usually darker and more intense than other colors. Dark blues, greens and even reds are appropriate. Light colors for trim, including whites and beiges are encouraged.~~



(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.13 Commercial.~~

- A. ~~Color should be chosen to add to the retail environment of these buildings. More latitude will be given to retail color use than is given to other buildings within the Village (residential neighborhoods). The use of color to attract attention to a business (using the building or wall colors as a sign) from a distance is prohibited.~~

~~This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terra cotta.~~

~~1. Secondary building colors.~~

- a. ~~These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 50 percent of the major surface plane they are used upon. Colors that are associated with a~~

business identity also fall into this category provided they are not overly intensive. Base and secondary colors are interchangeable in proportion and hue.

~~2.—Trim colors.~~

- ~~a.—Trim colors are used for accent purposes and are the most intensive group of colors allowed. In addition to business identifying colors, it is encouraged that trim colors be chosen from the "natural palette" of South Florida. These colors include greens, blues, yellows and others that are found in the regions lush landscape, and natural features. These colors shall be limited to five percent of any single wall area.~~

~~3.—Landscaping and open space.~~

- ~~a.—Trees improve air quality, reduce storm water run off, provide cooling effects for the urban heat island, increase property values, and create urban wildlife habitat. They can greatly increase the quality of life in a city. For the purposes of developing a consistent landscape theme within the Village, designated street trees and recommended landscape technique are provided in this section.~~
- ~~(i)—Trees shall be provided along streets.~~
 - ~~(ii)—Provide a minimum of five foot by five foot by three and one half foot deep tree wells in existing or new sidewalks, provided there is a minimum 36 inch clear area in front of the tree to permit passing in compliance with ADA requirements. Trees may also be located in islands created in the parking zone.~~
 - ~~(iii)—Consider the use of continuous street tree trenches to provide maximum soil area for roots to spread, and water and air to penetrate.~~
 - ~~(iv)—Allow sufficient room for tree canopies to grow and develop without conflict to other building elements and overhead utilities.~~
 - ~~(v)—Install irrigation systems to provide adequate water to establish and maintain trees.~~
 - ~~(vi)—In high pedestrian areas, install tree guards to protect the trunks from damage.~~
 - ~~(vii)—Select trees that are adapted to the harsh conditions of a dense urban environment.~~
 - ~~(viii) Trees shall not be placed near overhead utility lines and shall conform to FPL requirements in terms of clearance and recommended tree species.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.14—Landscaping.~~

- ~~(A)—Landscaping should compliment the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the district. In addition, public safety will be a priority using the principles of CPTED to create high visibility areas and natural access control. With regards to landscape design for both new construction and existing buildings, the following should apply:~~
- ~~(B)—Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.~~
- ~~1.—Landscaping should compliment and enhance the overall architectural and design theme of the property, but not overpower it.~~
 - ~~2.—Rhythm should be maintained along public streets through the uniform placement of trees.~~

3. ~~Blank walls greater than 25 feet in length and other unattractive areas of a site or building should be heavily screened with landscaping. Rooflines or storefronts of 25 feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at 20-foot intervals shall be required to achieve this screening.~~
4. ~~Large parking areas and driveways shall be heavily landscaped along the perimeter and with interior and terminal islands.~~
5. ~~Landscape design should utilize the CPTED principles of natural surveillance, natural access control and territorial reinforcement.~~
6. ~~The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments. Local flora will be main tained as part of the built environment and the demand on our local water resources will be minimized.~~
7. ~~The placement and design of landscaping shall maximize visibility to provide natural surveillance.~~
8. ~~Landscape design shall incorporate with design of other physical features, such as sidewalk, pavements, lighting and fences; to emphasize public entrances, define and reinforce ownership of property.~~
9. ~~Tree and palm heights and spread shall allow sufficient visibility, not completely block views off/from doors, windows, and streets.~~
10. ~~Shrubs and ground cover shall be planted along public rights of way or around parking, and public open areas.~~
11. ~~Landscape design will utilize principles of xeriscape landscaping, while retaining the tropical beach resort atmosphere.~~
12. ~~Landscape plans must be drawn, signed and sealed by a Florida registered architect or landscape architect.~~
13. ~~In addition to the design standards, all landscaping shall meet the standards of the North Bay Village Landscape Code.~~
14. ~~Landscaping in 15 foot line of site triangle at intersections of rights of way and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the Village Code.~~

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.15 Plant categories:~~

- A. ~~Proposed landscape plans for development or redevelopment shall incorporate the following information into the plant list and summary:~~

Salt Tolerance:	
High	Plants are highly resistant to salt drift and can be used in exposed environments.
Moderate	Plants tolerate some salt spray, but grow best when protected by buildings, fences, or plantings of salt tolerant species.
Low	Plants have poor salt tolerance and always should be used well back of exposed areas and be protected by buildings, fences, or more salt tolerant species.

None	Plants have extremely low to no salt tolerance and should not be used near exposed areas even if protected.
Light Requirements:	
FS	Full Sun; these conditions are generally required for maximum growth and flowering and are met in southern locations in the landscape.
FS-PS	Full Sun—Partial Shade; plants within this category are adaptable to a range of light conditions. Full sun should be provided, but filtered sun through overhead canopy trees is adequate. Eastern, western and southern locations provide these conditions.
FS-DS	Full Sun—Dense Shade; plants that are quite adaptable to varied light conditions and will grow well in any location in the landscape.
PS-DS	Partial Shade—Dense Shade; plants that require shaded conditions for best growth. These conditions are provided under overhead canopy trees and in northern locations of the landscape.
Foliage:	
E	Evergreen
D	Deciduous
SEV	Semi-Evergreen

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.16—Tree relocation.~~

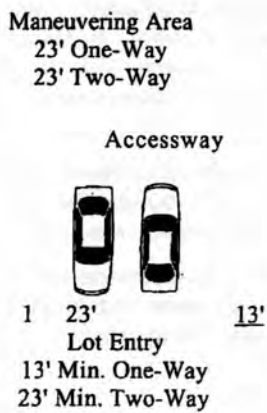
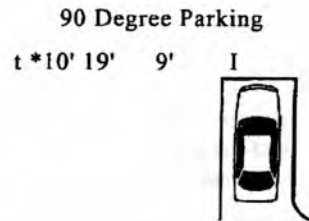
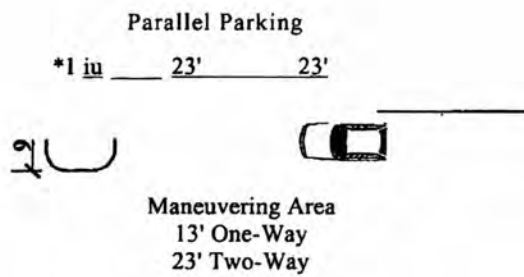
- A. ~~Before the Village issues a tree removal permit that allows the replacement of any tree, the applicant must demonstrate that relocation is not a viable alternative. Relocation shall occur either within the site or off-site with the concurrence of the Village where the site is public property. If any tree is to be relocated either on-site or off-site, a relocation plan shall be submitted in accordance with chapter 100 of the Village Code.~~
- B. ~~Methods for relocation. The following guidelines shall be utilized to ensure successful transplanting of trees:~~
- ~~1. Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree.~~

2. ~~If the trees have a dormant period, they should be transplanted during that time. Trees should not be transplanted during periods of strong, dry winter winds or during droughts.~~
3. ~~Provide adequate space for root and crown development.~~
4. ~~Trees shall be root and canopy pruned according to sound arboricultural standards prior to transplanting.~~
5. ~~During and following transplanting, the root ball and trunk shall be protected. The root ball must be kept moist at all times.~~

(Ord. No. 2006-14, § 1, 8-17-06)

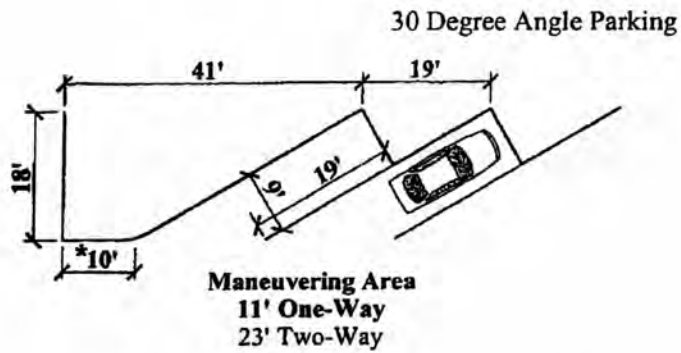
~~§ 155.17 Off-street parking and loading.~~

- A. ~~Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. Except for one-way drives and access ramps on single lot sites in the PRD Overlay district, the following criteria shall also be considered:~~
1. ~~Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood building, group of buildings, or facility they serve.~~
 2. ~~Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the right-of-way. This may be accomplished by providing any or a combination of the following: Masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.~~
 3. ~~Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the principle development and off-site. All pedestrian connections should be well marked and lighted.~~
 4. ~~Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, open space and buildings where ever possible rather than aggregating parking into continuous street facing strips.~~
 5. ~~Parking areas must provide adequate drainage.~~
 6. ~~With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six-inch curb.~~
 7. ~~Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.~~
 8. ~~Multiple levels of parking structures should be parallel to grade on waterfront elevations.~~
 9. ~~Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.~~
 10. ~~Ramps, stairwells and any other portion of the garage should be buffered with the use of decorative grilles and screens.~~



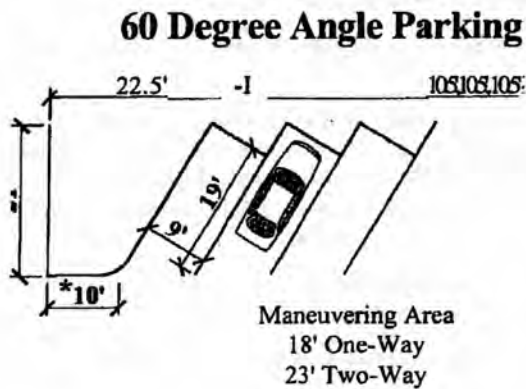
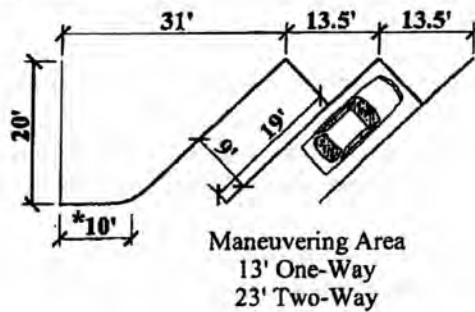
Parking Figure 1

*Required Landscape Buffer Refer to Section 32-384 (e) of the Village's Land Development Code



45 Degree Angle Parking

* Required Landscape Buffer Refer to Section 32-384 (e) of the city's Land Development Code



Parking Figure 2

(Ord. No. 2006 14, § 1, 8-17-06; Ord. No. 2015-12, § 5, 9-8-15)

§ 155.18 Dumpster enclosures, garbage/mechanical equipment rooms.

Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the

streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and mechanical rooms shall conform to the following criteria:

- A. ~~When associated with new construction or rehabilitation valued at more than 30 percent of the building value as determined by the building official:~~
 - 1. ~~Restaurant and/or drinking uses, trash and garbage facilities shall be within an enclosed, air-conditioned garbage room; and~~
 - 2. ~~Commercial, office or multifamily uses, trash and garbage facilities shall be within an enclosed, cross-ventilated garbage room.~~
- B. ~~When located outside of the building, the trash and garbage facilities shall be enclosed within a decorative CBS, wood, metal or recycled products material, opaque structure. The structure (including opaque gates) shall be painted or finished to match the building appearance. No such containers shall be kept, utilized, left, stored or maintained in front of any principal structure, except on collection day.~~
- C. ~~Dumpster enclosures shall be located in visually obscure areas of the site and shall be designed in a manner as to visually screen the dumpster from adjacent view, and shall include a dumpster locking device on containers that include food waste to prevent access to the dumpster by birds or rodents.~~
- D. ~~Dumpster enclosures shall be placed in such a manner as to allow sanitation trucks to pick up garbage in a manner they are designed for.~~
- E. ~~Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.~~
- F. ~~All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.~~
- G. ~~Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.~~
- H. ~~Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.~~
- 1. ~~Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and mechanical rooms shall conform to the following criteria:~~
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6. ~~All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.~~
7. ~~Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.~~
8. ~~Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.~~

(Ord. No. 2006-14, § 1, 8-17-06; Ord. No. 2013-04, § 4, 5-14-13; Ord. No. 2015-15, § 2, 11-10-15)

~~§ 155.19 Awnings and canopies.~~

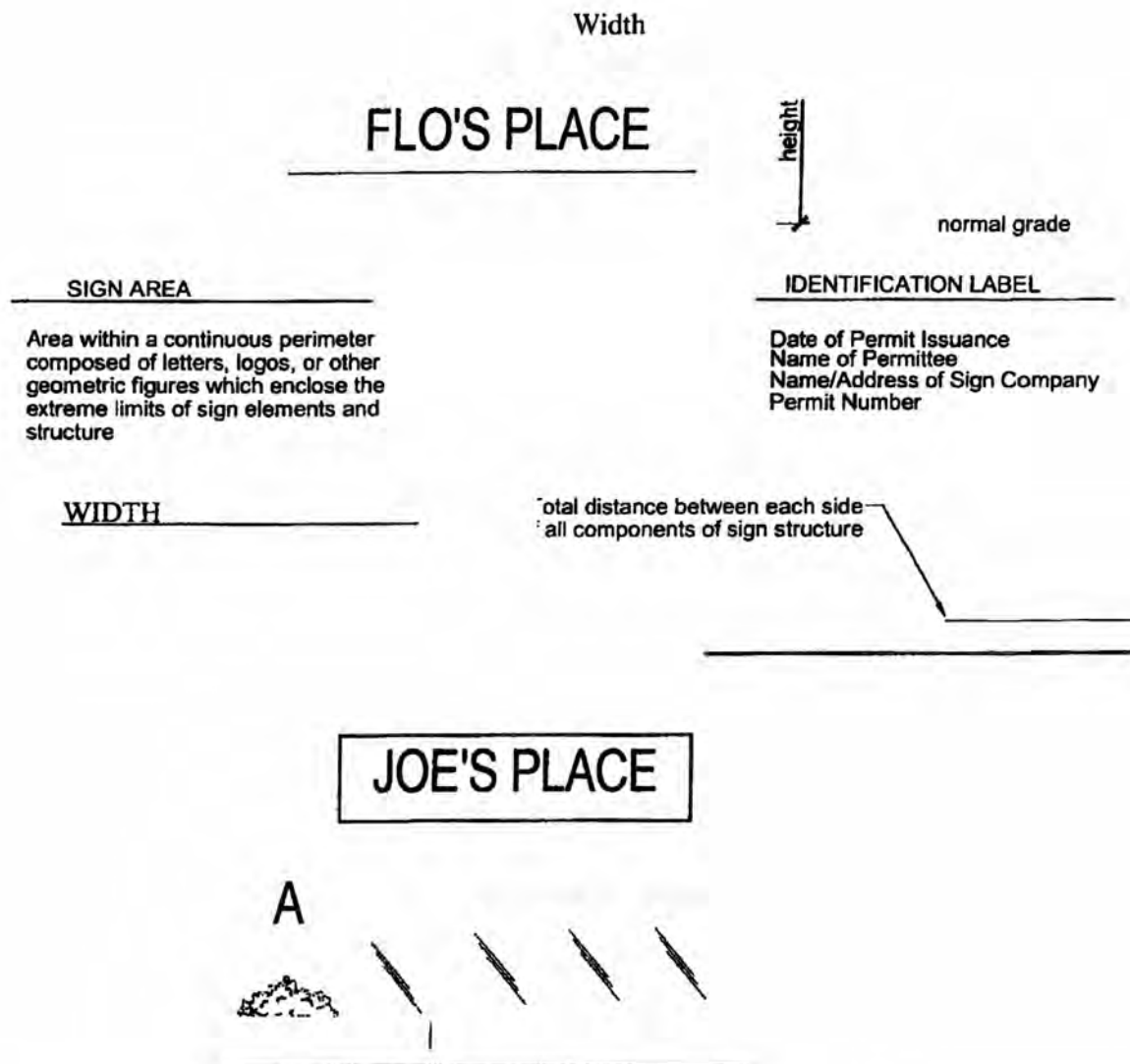
A. ~~Pedestrian related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. Awnings have an impact on the appearance of the storefront and building and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:~~

1. ~~Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.~~
2. ~~Continuous awnings over several stores are prohibited. Individual awnings should be distinct from its adjacent neighbor. When multiple awnings are attached to one building, awnings shall be of identical height and depth.~~
3. ~~Backlit awnings are prohibited. These awnings, because of their high visibility, become attention getting devices—such as a sign, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances. High-gloss vinyl (plastic) awning, backlit and metal awnings are not permitted.~~
4. ~~Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.~~
5. ~~Awnings shall be maintained in good repair, free from tears, fading or peeling. Awnings may be supported by poles and connected to the building underneath. Awnings needing vertical support columns are prohibited in the setback area.~~
6. ~~The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.~~
7. ~~Signs on awnings/canopies are prohibited.~~
8. ~~Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of eight feet above the sidewalk.~~
9. ~~Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad-striped fabric patterns are preferred.~~

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.20 Signage.~~

- A. ~~Signs shall be carefully integrated with the site, landscape and architectural design content within which they are located. Size, shape and proportions should be compatible with the size and scale of the surroundings and should not compete with or obscure other design features of the site, landscape or structures.~~
- ~~1. In residential areas and mixed-use developments that include residential uses, signage shall be located in such a way as to avoid adverse impacts such as light or glare into residential units, yards or streets.~~
 - ~~2. Signage on buildings with multiple storefronts shall be of the same type and material, i.e.: Channel letters illuminated, box sign, or pin letters. However, uniform color of such signage is not required to allow for diversity. Painted wood wall signs are prohibited.~~
 - ~~3. Within small centers where the maximum size of each sign is 15 square feet the maximum height of all letters shall not exceed six inches.~~
 - ~~4. The use of the logo and name is allowed in accordance with the Code.~~
 - ~~5. Traffic control, directional and informational signage within a development shall be a specific decorative design, selected from samples offered by the Village.~~
 - ~~6. Primary materials of a monument sign and base should be of materials which provide an image of permanence such as stucco, cast stone, or metal. Plastic panels or other type of background devices are discouraged. The sign cabinet and base should be of a high aesthetic quality and be at least four inches wide.~~
 - ~~7. Bright colors on signage shall be limited to the sign message, trims, and other accents of the sign.~~
 - ~~8. Internally illuminated awnings shall not be permitted.~~
 - ~~9. Roof top signage is prohibited.~~
 - ~~10. Paper signs attached to windows are discouraged.~~
 - ~~11. Signs of professional office buildings containing more than one principal office are limited to one primary sign per street frontage.~~
 - ~~12. Signs are prohibited on upper floor windows and balconies.~~
 - ~~13. All signs shall conform to requirements of the Village Code.~~



Sign Figure 1

Total distance from sign base at normal grade or crown of adjacent roadway to top of highest attached sign component normal grade.



Sign Figure 2

(Ord. No. 2006 14, § 1, 8-17-06)

§ 155.21 Streetscape environment.

- A. ~~Streetscape amenities such as benches, trash receptacles, planters, pole lights, kiosks, telephones, news stands, drinking fountains and bike racks enliven and support the public domain. Café tables in the right-of-way can bring activity to the street.~~
- B. ~~Furnishings need to be attractive, pedestrian friendly, and durable. Although street furnishings should be constructed of low maintenance materials, they should be implemented in conjunction with a maintenance strategy. The frequency and type of attention allocated to these elements should be a critical factor in their selection. Street furniture may be located within a development or in the right-of-way or public use easement, such as bus shelters and news racks.~~

~~The following criteria shall be considered:~~

- a. ~~Street furniture may include benches, trash receptacles, water fountains, potted plants, and art where appropriate. Street furniture may be fixed to the sidewalk if adequate clear passage for pedestrians, and emergency access is provided.~~

- b. ~~Café tables and kiosks may occupy a portion of the public right-of-way if adequate clear passage for pedestrians, and emergency access is provided as specified in the American Disability Act (ADA).~~
- c. ~~The design of street furnishings should unify areas with distinct character. Participation from private property owners is encouraged.~~
- d. ~~Appropriate plantings may be provided as well.~~
- e. ~~Bus shelters within the Village shall be uniform in material, style and color as established by the Village.~~
- f. ~~Trash receptacles should be placed at points of use next to benches, shelters, outside restaurants and adjacent to residential entrances in quantities that properly serve those uses. Numerous, smaller units are preferable to a few larger bins.~~
- g. ~~Bicycle racks encourage bicycle traffic in an urban environment. Bicycling is an activity which brings families and groups of people to pedestrian friendly districts. They should differ in appearance based on their location and the need for bicycle parking in specific areas. Bicycle racks should be provided in a development whenever feasible.~~
- h. ~~All streetscape furniture and placement shall meet CEPTED and ADA requirements.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~

~~§ 155.22 Lighting.~~

- A. ~~Lighting comes in two types: functional and ambient. Lighting in addition to Florida Power and Light Standards shall be designed from the standpoint of safety and reviewed as an integral part of the overall development. Lighting shall conform to the following criteria:~~
 - 1. ~~Parking lot fixtures are to be selected not only for their functional value, but also for their aesthetic qualities. They are to be considered furniture of the parking lot visible both day and night. Light fixtures used in the district shall be decorative for new development or redevelopment within public view and are encouraged throughout the development. The decorative fixtures shall be of a style that compliments the development. Cobra heads are prohibited within a development. Shoe box units may be used but are discouraged at entrances and exits.~~
 - 2. ~~Parking area lighting should compliment the lighting of adjacent streets and properties, and should use consistent fixtures, source colors and illumination levels.~~
 - 3. ~~Light fixtures in parking lots must be a maximum height of 20 feet.~~
 - 4. ~~Poles should be placed to provide a unified, organized appearance throughout the parking area or development and should provide even and uniform light distribution. The use of a greater number of low fixtures in a well-organized pattern is preferred over the use of a minimum number of tall fixtures.~~
 - 5. ~~Outdoor storage areas including auto and truck parking and storage should be illuminated from poles similar to those used for parking lot lighting, but at lower illumination levels.~~
 - 6. ~~Parking lot and security lighting shall be designed to direct light into the property.~~
 - 7. ~~Security lighting should be limited to low intensity specialty fixtures. The light source should not be visible from the street or adjoining properties. Other wall mounted security lighting is discouraged.~~
 - 8. ~~Building lighting should be used to highlight specific architectural features. Lighting of architectural features should be designed with the intent of providing accent and interest or to help identify entry and not to exhibit or advertise buildings or their lots.~~

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.23 Neon.~~

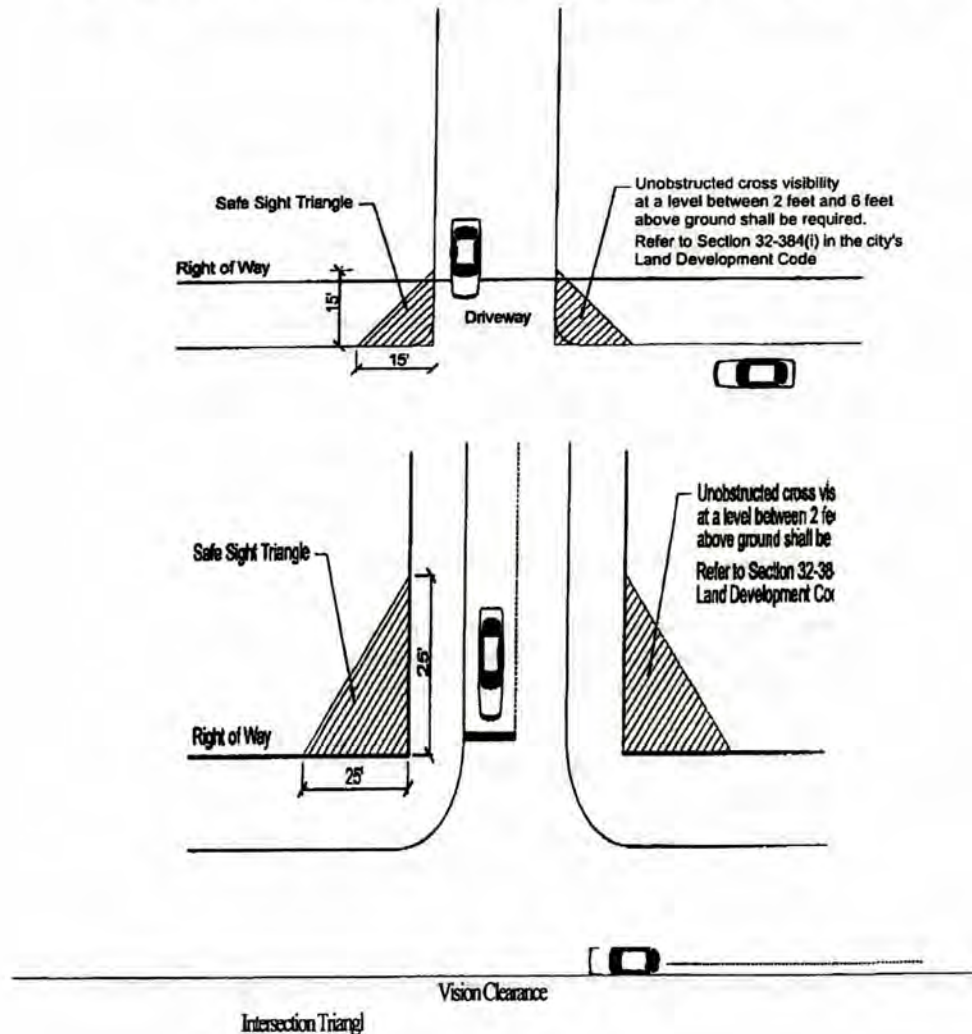
- ~~A. Neon is discouraged to border windows or create a false sense of architecture.~~
- ~~B. The use of neon as an architectural accent is discouraged.~~
- ~~C. When pedestrian lighting is used in conjunction with street lighting, the pedestrian lighting should be clearly distinguishable from the ambient street lighting to clearly define the pedestrian path of travel.~~
- ~~D. When adjacent to pedestrian circulation and gathering areas, parking area lighting should not overpower the quality of pedestrian area lighting.~~
- ~~E. Lighting should be designed to provide even and uniform light distribution without hot spots dark spots or glare. Lighting should be designed to minimize dark areas that could pose a security concern near pedestrian areas. Pedestrian circulation systems should be highlighted by visible light sources that clearly indicate the path of travel ahead.~~
- ~~F. Placement of fixtures should provide a coordinated and organized appearance that facilitates uniform light levels and works with the placement of sidewalks, landscaping, signage, building entries and other features to contribute to the overall continuity of the streetscape and development.~~
- ~~G. Accent lighting of landscape areas should be low level and background in appearance.~~
- ~~H. The color of the light sources shall be consistent throughout the project. High pressure sodium lamps are not permitted.~~
- ~~I. Decorative accent lighting of landscape features, at entrances and exits is recommended.~~

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.24 Access, public rights-of-way and utilities.~~

- ~~A. Off-site improvements associated with new development or redevelopment shall be subject to the following:~~
 - ~~1. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.~~
 - ~~2. Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.~~
 - ~~3. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.~~
 - ~~4. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public right-of-ways must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.~~
 - ~~5. Off-site improvements associated with new development or redevelopment shall be subject to the following:~~
 - ~~a. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.~~

- b. ~~Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.~~
- c. ~~Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.~~
- d. ~~New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public right-of-ways must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.~~



Intersection Triangles

(Ord. No. 2006-14, § 1, 8-17-06)

§ 155.25 ~~Outdoor dining and sidewalk cafés.~~

- A. ~~Café tables in the right-of-way can bring activity to the street. They can provide a wonderful means of people watching for diners and pedestrians. Consideration should be given to unification of these elements within a block from street to street.~~
- B. ~~Restaurants and bars are also encouraged to provide outdoor service in courtyards or arcades. Sidewalk cafés on the public right-of-way may be allowed upon approval by the Village Commission. Outdoor restaurants, bars or sidewalk cafés must be associated with an adjacent licensed restaurant and comply with all other zoning regulations and conform to the following criteria:~~
- ~~1. Placement of tables, chairs and related equipment shall be situated to ensure that a minimum of five feet straight pathway on the sidewalk is maintained at all times as an unobstructed pedestrian path.~~
 - ~~2. Serving through windows is not permitted.~~
 - ~~3. Food preparation shall only occur in the enclosed restaurant.~~
 - ~~4. Because table form sufficient advertisement, no additional signs for the sidewalk café are permitted.~~
 - ~~5. Outdoor furniture shall be substantial enough not to blow over with normal winds.~~
 - ~~6. All outdoor furniture and fixtures shall be tastefully compatible and approved by the Building and Zoning Department.~~
 - ~~7. All disposable table materials such as plates, glasses, and napkins shall be imprinted (stickers may be used) with the name of the café. This regulation is to control litter.~~
 - ~~8. Sidewalk cafés shall receive a revocable permit subject to the procedures established by the Village.~~

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.26 Crime Prevention Through Environmental Design (CPTED).~~

- A. ~~The U.S. Government "Crime Prevention Through Environmental Design Program" (CPTED) incorporates architectural solutions to reduce the opportunity of crime. Elimination of recessed entryways, provision of adequate lighting and proper design of spaces will reduce the possibility of criminal activity.~~
- ~~1. Building mounted lighting shall be installed on alley frontage and side yards. This is particularly recommended at service/delivery entrances.~~
 - ~~2. Windows in the alleys or sides provide the appearance of natural surveillance and may discourage break-ins. Such windows shall not be blocked up.~~
 - ~~3. See through fences and gates of metal pickets shall be located to discourage uncontrolled access to service/delivery areas.~~
 - ~~4. Hiding places and blind corners shall be eliminated from site/building, where possible.~~
 - ~~5. The concept of natural surveillance, visibility by the public (choppers, pedestrians, motorists, and/or personnel) shall be incorporated into the design where possible.~~
 - ~~6. Landscaping shall be designed to discourage crime. Tree heights/spread shall allow sufficient visibility, not completely block views off/from doors and windows. Shrubs shall not be planted where they may become hiding places.~~
 - ~~7. Fences should be largely transparent fences/wall are preferred.~~

(Ord. No. 2006-14, § 1, 8-17-06)

~~§ 155.27 Conflict.~~

~~In case of any conflict between this chapter and the contents of the Zoning Code and the Land Development Code, the provisions of the Zoning and Land Development Codes shall apply.~~

~~(Ord. No. 2006-14, § 1, 8-17-06)~~



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**MEMORANDUM
North Bay Village**

DATE: February 17, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

ORDINANCE NO. _____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)

WHEREAS, Florida Statute 166.01 authorizes cities to establish, coordinate and enforce zoning and development laws that are necessary for the protection of the public; and

WHEREAS, the North Bay Village (the Village) desires to unite separate land development regulations into a comprehensive Unified Land Development Code; and

WHEREAS, the North Bay Village Unified Land Development Code is wholly consistent with the Village's Comprehensive Plan and the Florida Comprehensive Planning Act; and

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2. Village Code Amended. North Bay Village Code of Ordinances is hereby revised as follows:

Attachment A: Consolidated Land Development Regulations are hereby repealed.

Attachment B: Code of Ordinances Chapter 152 – Zoning and Chapter 155 - Design Guideline Standards, are hereby repealed.

Attachment C: Unified Land Development Code is hereby created.

Section 3. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on March 28, 2017 was offered by Commissioner Andreana Jackson, seconded by Vice Mayor Eddie Lim.

The Votes were as follows:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas N. Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

A motion to approve the foregoing Ordinance on second reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas N. Hornsby	_____
Commissioner Andreana Jackson	_____

DULY PASSED AND ADOPTED this _____ day of _____ 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Ordinance: Land Development Regulations Revision.



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, APRIL 25, 2017** AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS AT PUBLIC HEARINGS:

1. AN APPLICATION BY CARLOS MEGIAS FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO OPERATE A GUIDED BOAT TOUR BUSINESS FROM THE MARINA AT 1819 KENNEDY CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, IN THE CL LIMITED COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS; FINDINGS; AND AN EFFECTIVE DATE.
2. AN APPLICATION BY HOLGER PENNING AND ANDREA FRANKFORD FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS 1 COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARJUANNA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(SECOND READING)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(April 6, 2017)