



Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Meeting Agenda Town Commission

Tuesday, January 16, 2018

6:00 PM

Town Hall

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

PLEDGE OF ALLEGIANCE

COMMISSIONER ROLL CALL

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

[18-0003](#) Variance for 224 Osceola Road (addition)

Attachments: [224 Osceola Road Variance .pdf](#)
 [224 Osceola Rd](#)

[18-0013](#) Second Reading of Ordinance 515 - Advanced Wireless Communications
 Infrastructure

Attachments: [San Francisco Design Preferences](#)
 [515 - Advanced Wireless Communications](#)
 [20171221_145450](#)
 [20171221_145453](#)
 [20171221_145504](#)
 [20171221_145511](#)

CITIZENS COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

CONSENT AGENDA

[18-0010](#) Approval of January 2, 2018 Regular Meeting Minutes

Attachments: [RM 01-02-2018](#)

GENERAL AGENDA

- [18-0001](#) Pelican Golf Course Progress Update
- [18-0017](#) Consideration of Investment Grade Energy Audit, Energy Savings Performance Contract
- Attachments:* [Investment Grade Audit - Whole Document 011018.pdf](#)
- [18-0015](#) Strategic Planning Discussison
- Attachments:* [StratPlanPyramid.pdf](#)
- [18-0014](#) Resolution 2018-05 Travel and Training Policy
- Attachments:* [Resolution 2018-05_Town of Belleair Travel and Training Policy](#)
[Travel and training expense policy - final](#)
- [18-0011](#) Request Purchase of Truck Chassis for Solid Waste
- Attachments:* [Sat6Binder.pdf](#)
[F350 estimate](#)
- [18-0012](#) Disposal of Capital Assets 2018-1
- Attachments:* [2018-1 disposal of capital assets](#)

TOWN MANAGER'S REPORT**TOWN ATTORNEY'S REPORT****MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS****OTHER BUSINESS****ADJOURNMENT**

ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING, SHOULD CALL (727) 588-3769 OR FAX A WRITTEN REQUEST TO (727) 588-3767.



Legislation Details (With Text)

File #: 18-0003 **Version:** 1 **Name:**
Type: Action Item **Status:** Public Hearing
File created: 1/2/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Variance for 224 Osceola Road (addition)
Sponsors:
Indexes:
Code sections:
Attachments: [224 Osceola Road Variance .pdf](#)
[224 Osceola Rd](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Summary

To: Town Commission
From: Gregg Lauda
Date: 1/9/2018

Subject:

Variance for 224 Osceola Road (addition)

Summary:

The applicant is requesting a variance, which would allow the minimum 25' foot front yard setback to be reduced by 11 inches', resulting in a 24' foot 1" inch front yard setback. This variance would allow for the construction of a new garage addition. The Planning and Zoning Board recommended approval at their 1/8/18 meeting.

Previous Commission Action: N/A

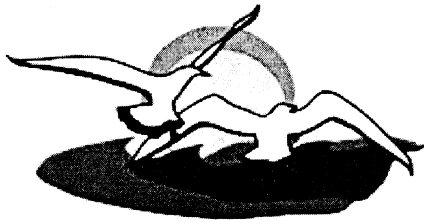
Background/Problem Discussion: N/A

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: N/A

Proposed Motion N/A



TOWN OF BELLEAIR
BUILDING DEPARTMENT
901 Ponce de Leon Blvd.
Belleair, Florida 33756-1096
Phone: (727) 588-3769 ext. 215
Fax: (727) 588-3768

MEMORANDUM

DATE: 11/15/2017
TO: Mayor and Commissioners
FROM: J.P. Murphy, Town Manager
SUBJECT: Request for Variance –
Parcel No 28/29/15/06732/027/0070

Property Owner: Jorge & Elaine Navac
224 Osceola Road
Belleair, Florida 33756

The following information is regarding the above referenced variance request.

- I. Existing conditions of land and structure(s):
- A. Zoning designation: R-1 Single Family Residential
 - B. Original Construction date:
 - 1949
 - C. Structural and other improvements to date:
 - 2017- Addition /remodel (Currently under construction)
 - D. Existing easements: None shown on survey

II. Proposed request:

The applicant is requesting a variance, which would allow the minimum 25' foot front yard setback to be reduced by 11 inches", resulting in a 24' foot 1" inch front yard setback. This variance would allow for the construction of a new garage addition.

Sec. 74-84. - Schedule of dimensional regulations.

The schedule of dimensional regulations for the various zoning districts is as follows:

| District | <u>Lot Minimums</u> | | | Density Maximum Dwelling Units per acre | <u>Minimum Yard Setbacks</u> | | | Minimum Offstreet Parking per Dwelling Unit ¹ | Maximum Height ³ (feet) | Flood Zones | Minimum Living Area per Unit ² (square feet) | Floor Area Ratio (FAR) ⁶ |
|----------|--------------------------|-----------------|-----------------|---|------------------------------|------------------|--|---|--|----------------|--|--|
| | Area (square feet) | Width (feet) | Depth (feet) | | Front (feet) | Side (feet) | Rear (feet) | | | | | |
| RE | 18,000 | 100 | 100 | 2 | 25 | 7.5 ⁴ | 25 feet or 20% of lot depth, whichever is less | 2 | 32 | 34 | 2,000 | — |
| R-1 | 10,000 | 80 | 100 | 4 | 25 | 7.5 ⁴ | 25 feet or 20% of lot depth, whichever is less | 2 | 32 | 34 | 1,200 | — |
| R-2 | 7,500 | 75 | 90 | 4 | 25 | 7.5 ⁴ | 25 feet or 20% of lot depth, whichever is less | 2 | 32 | 34 | 1,000 | — |
| RM-10 | 5 acres | — | — | 10 | 25 | 15 ⁴ | 25 | 1.5 | 32 | 34 | 1,500 | — |
| RM-15 | 10,000 | 100 | 100 | 15 | 25 | 7.5 ⁴ | 15 | 1.5 | 32 | 34 | 1,000 | — |
| RPD | 5 acres | — | — | 5 | (See <u>section 74-83</u>) | | | 1 | 32 | — | 1,200 | — |
| H | 17.5 acres | — | — | 28 | (See <u>section 74-83</u>) | | | 1 | 32 | 34 | 300 | 0.4 |
| C-1 | 12,000 | 100 | 100 | None | 25 | 12 | 10 | 1 | 32 | 34 | N/A | 0.35 |
| C-2 | 10,000 | 80 | 100 | None | 25 | 12 | 10 | 1 | 32 | 34 | N/A | 0.35 |
| C-3 | 10,000 | 80 | 100 | None | 25 | 12 | 10 | 1 | 32 | 34 | N/A | 0.30 |

| | | | | | | | | | | | | |
|-----|---|------|---|------|----|----|----|---|----|----|-----|--------------------------------|
| C-4 | 10,000 | 80 | 100 | None | 25 | 12 | 10 | 1 | 32 | 34 | N/A | 0.5 |
| GC | — | None | None | None | 25 | 25 | 25 | | 32 | 34 | N/A | Town Commission Approval |
| C-5 | 10,000 | None | None | None | 10 | 5 | 10 | 1 | 32 | 34 | N/A | 0.5 |
| SPM | 10,000 | 80 | 100 | 25 | 25 | 25 | 25 | 1 | 32 | | N/A | 0.30 |
| PMU | 17.5 acres | | See <u>section 74-85</u> for standards applicable to the planned mixed use (PMU) district | | | | | | | | | |
| P | Town commission shall establish dimensional regulations for the public district consistent with the public land use of lands within this district. The dimensional regulations shall be based upon need for harmonizing public use of the land with necessity for protecting the public's safety, health and welfare by the use of such lands. However, in no case shall the floor area ratio exceed 0.65 for institutional uses or 0.70 for transportation/utility related uses. | | | | | | | | | | | |

¹ See article III, division 3, of this chapter, pertaining to Off-street parking regulations.

² Exclusive of garages, breezeways, porches and patios.

³ The height regulations contained in this section shall mean 32 or 34 feet from grade to the highest finished roof surface in the case of a flat roof, or to a point at the midpoint of the highest sloped roof, except for chimneys, parapets, bell towers and elevator penthouses. In no case shall a structure exceed 45 feet in height except in a RPD or RM-10 zoned district. Building height limitations for flood zone area construction are as follows: Any property which is located within an area of special flood hazard as designated on flood hazard boundary map or a flood insurance rate map, shall measure the maximum height standard from the base flood elevation (BFE) of the flood zone the structure is located within. This shall not apply to any property located in the RPD district existing at the time of adoption of this land development code. See subsection 74-83 (a)(3) for special height bonus provisions for RM-10 district.

⁴ See section 74-113.

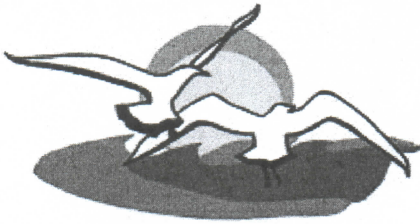
⁵ See subsection 74-83(a) for additional requirements for RM-10 district.

⁶ For impervious surface ratio, see section 74-112.

⁷ On waterfront lots, all buildings, including guest cottages and servants quarters, shall be set back a minimum of 20 feet from the mean highwater mark or the seawall.

⁸ All setbacks are measured from property lines except as noted.

(Ord. No. 300, § III(2.02.04), 11-7-90; Ord. No. 318, § 5, 6-2-92; Ord. No. 328, § B(2.02.04), 8-3-93; Ord. No. 342, § I, 11-2-93; Ord. No. 363, § 2, 3-19-96; Ord. No. 399, § 1, 11-20-01; Ord. No. 491, § 3, 4-15-14; Ord. No. 495, § 2, 4-1-14; Ord. No. 497, § 3, 6-17-14)



TOWN OF BELLEAIR
901 Ponce de Leon Blvd.
Belleair, Florida 33756-1096
Phone: (727) 588-3769 ext. 215
Fax: (727) 588-3768

VARIANCE APPLICATION CHECK OFF SHEET

Application shall be **fully completed** and must include the following information:

OWNERS NAME Gorge + Elaine Navas

OWNERS MAILING ADDRESS 224 Osceola Rd. Belleair

PROPERTY ADDRESS 224 Osceola Rd. Belleair

PHONE NUMBER Gorge's cell - (727) 560-4362 Elaine's cell - (727) 698-203

REPRESENTATIVE NAME AND ADDRESS (if any) Gregg Gallagher
304 S. Prospect Ave. Clearwater

PHONE NUMBER (727) 744-3642

DATE OF ORIGINAL CONSTRUCTION 9/27/17

IMPERVIOUS COVER 50%

FLOOD ZONE AND ELEVATION Zone "C"

REQUIRED INFORMATION:

| <u>REQUIRED</u> | <u>RECEIVED</u> | PROVIDE (10) COPIES EACH. |
|-----------------|-------------------|--|
| <u> X </u> | <u> </u> | PLANS/SPECS/PRODUCT BROCHURE |
| <u> X </u> | <u> </u> | PHOTOS OF AREA (straight/right angle/left angle) |
| <u> X </u> | <u> </u> | SURVEY W/ SETBACKS SHOWN |
| <u> X </u> | <u> </u> | SITE PLAN W/ SETBACKS SHOWN |

REVIEWED BY: ZONING PUB.WK FIRE BLDG. MRG.

DATE SENT:

DATE RETURNED:



TOWN OF BELLEAIR
901 Ponce de Leon Blvd.
Belleair, Florida 33756-1096
Phone: (727) 588-3769 ext. 215
Fax: (727) 588-3768

DATE November 8, 2017

To the Town Commission of the Town of Belleair, Florida

1. The undersigned, George + Elaine Nawas, owner of Lot 7 and N' by 44 Ft Lot 8 Block 27, Subdivision Belleair Estates, property Commission of the Town of Belleair for a variance on the above-described property.
2. The property is presently zoned residential.
3. The present land use on the property is residential.
4. The decision involves Article ✓ Section 66.253 of the Belleair Land Development Code.
5. The Commissions power arises under Article V, Section 66.253 of the Belleair Land Development Code.
6. The Relief prayed by the applicant is: A reduction by 11 inches from the existing setback of 25.12 feet.
7. The Justification for the request is (requests for the variances must demonstrate the practical difficulty or unnecessary hardship which justifies the variance): Please see attached addendum.
8. Attached is a non-refundable fee to defray expenses incurred by the Town of Belleair in processing this application. (** Note: All costs incurred by the Town of Belleair, above and beyond the variance application fee, will be the responsibility of the applicant regardless of approval or denial of the request**)
9. I am aware that this request will be voided should I or my representative fail to appear at the public hearings scheduled to consider this request.
10. I am aware that any variance that may be granted will automatically expire twelve months after approval by the Town Commission unless a building permit is produced from the Town with respect to the improvements contemplated by this application for variance within said twelve month period unless the construction of said improvements is promptly commenced pursuant to the building permit and diligently pursued to completion thereafter.

FEE: \$300.00

Paid: _____

George + Elaine Nawas
Owner

224 Isceda Rd.
Address

George's cell - 727-560-4362
Telephone Number

Elaine's cell - 727-698-2021

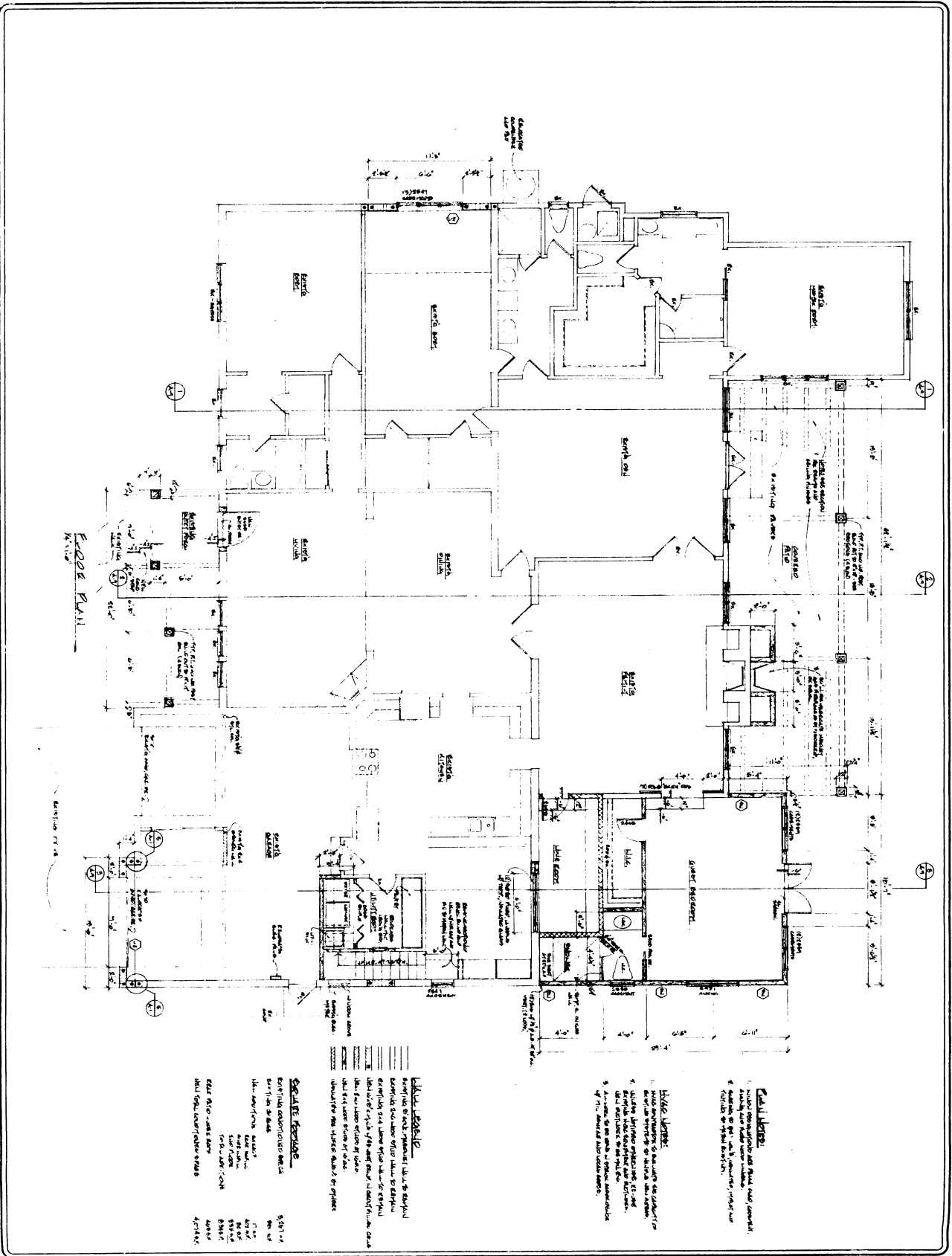
Addendum

1. Park the car so we can comfortably and safely walk around.
2. Both set of parents are still alive, we are building a guest room so they can come and visit more often. They need to be able to pull in to the garage, since walking long distances is getting harder for them particularly in bad weather and night time.
3. Jorge is a physician and he is on call at least once a month during the weekends. When on call, he frequently has to go to MPH to take care of his patients. It is important for him to be able to pull in to the garage late at night for safety reasons.
4. We are not compromising our neighbors view because our house faces east while our next door neighbor's faces north. Our home would still be set back by 24.2 feet compared to our Orlando neighbor that sits back just 7.5 feet. The house across the street located at the corner of Althea and Osceola Rd. faces north also.









Call Notes:
1. Additions to the existing structure to be made as shown on the plan.
2. Additions to the existing structure to be made as shown on the plan.
3. Additions to the existing structure to be made as shown on the plan.
4. Additions to the existing structure to be made as shown on the plan.
5. Additions to the existing structure to be made as shown on the plan.

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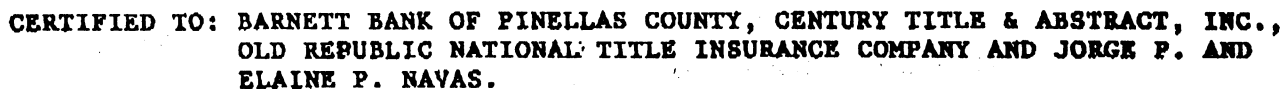
| REVISIONS | DATE |
|-----------|------|
| | |
| | |
| | |
| | |

SEC 28 TWP 29 R 15

BEING FURTHER DESCRIBED AS FOLLOWS:
BEGIN AT THE MOST EASTERLY POINT OF THE BOUNDARY LINE BETWEEN SAID LOTS 7 AND 8 FOR
A POINT OF BEGINNING, AND FROM THE POINT OF BEGINNING THUS ESTABLISHED RUN SOUTHERLY
ALONG THE EASTERLY BOUNDARY OF SAID LOT 8, A DISTANCE OF 44.00 FEET, TO A POINT
WHICH IS LOCATED 16.00 FEET NORTHERLY ALONG SAID BOUNDARY FROM THE SOUTHEASTERLY
CORNER OF SAID LOT 8; RUN THENCE NORTHWESTERLY PARALLEL TO THE BOUNDARY LINE BETWEEN
SAID LOT 8 AND LOT 9 IN SAID BLOCK 27, TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 8;
THENCE NORTHERLY ALONG SAID BOUNDARY A DISTANCE OF 34.00 FEET TO THE MOST WESTERLY
POINT IN THE BOUNDARY LINE BETWEEN SAID LOTS 7 AND 8; THENCE SOUTHEASTERLY ALONG SAID
BOUNDARY LINE BETWEEN LOTS 8 AND 7 TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL
EASEMENTS OF RECORD.

SURVEY NOT VALID UNLESS EMBOSSED WITH SEAL.

THIS SURVEY WAS DONE WITHOUT BENEFIT OF TITLE SEARCH.



DATE SURVEYED 1/24/94

KILLION & ASSOCIATES
SURVEYORS

BOUNDARY SURVEY

THE SURVEY BEARINGS (IF SHOWN) ARE BASED ON RECORD PLAT

Job No. 94-004

Date 1/25/94

Drawn by AA AK

Scale

 $1^{\circ} \approx 30'$

LEGEND

- | | |
|-------------------------------|-------------------------------|
| FM - MEASURED | FC - CALCULATED |
| FL - FLAT | FD - DEED |
| SR - SET IRON ROD W/AGP #3138 | FR - FOUND IRON ROD |
| SCM - SET CONCRETE MONUMENT | FCM - FOUND CONCRETE MONUMENT |
| R/W - RIGHT OF WAY | FRP - FOUND IRON PIPE |
| OW - OVERLAND | FRP - FOUND PITCHED PIPE |
| CW - CONCRETE WALK | CLF - CHAINLINK FENCE |
| CS - CONCRETE BLOCK | W/F - WOOD FENCE |
| CBS - CONCRETE BLOCK & STUCCO | END - SET NAIL & DISK #3138 |



125
CL

1254-A SOUTH HIGHLAND AVE.
CLEARWATER, FLORIDA 34616
(813 443 7067)

WHEREFORE I CERTIFY THE SURVEY AS MEETING THE MINIMUM TECHNICAL STANDARDS,
CHAPTER 2114.0 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
479.087 FLORIDA STATUTES.

BY Gordon F. Killian
GORDON F. KILLIAN

FLORIDA STATE PROFESSIONAL LAND SURVEYOR NO. 5135



Legislation Details (With Text)

File #: 18-0013 **Version:** 1 **Name:**
Type: Ordinance **Status:** Public Hearing
File created: 1/10/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Second Reading of Ordinance 515 - Advanced Wireless Communications Infrastructure
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[20171221_145511](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Summary

To: Town Commission
From: Cathy DeKarz
Date: 1/16/2018

Subject:
Ordinance 515

Summary:

Due to the State's passing of CS/HB 687, which preempts local government control of taxpayer-owned rights-of-way for the placement of "small" or "micro" wireless antennas and equipment, the Town is seeking to amend its ordinances to properly regulate and permit these devices. Since the Commission last saw Ordinance 515, it has been updated and edited by our attorney and staff in order to better meet the needs and vision of the Town.

Previous Commission Action: In July, the Planning and Zoning Board and the Commission read and approved Ordinance 515 on its first reading.

Background/Problem Discussion: As part of the "Advanced Wireless Infrastructure Deployment Act," the Town has both the authority and the responsibility to regulate, by ordinance, certain areas, including but not limited to, permitting processes, objective design standards, insurance coverage, indemnification, performance bonds, security bonds, force majeure, abandonment, authority liability, and/or authority warranties.

The updated version of Ordinance 515 allows for such limitations and regulations, and also gives the Commission the right to pass, via Resolution, future design standards or initiative programs to better regulate and control the placement of small or micro wireless facilities.

Changes from the first reading of 515 are highlighted in yellow, as attached.

Expenditure Challenges N/A

Financial Implications: N/A

Recommendation: Staff recommends approval on the second reading of Ordinance 515.

Proposed Motion I move approval of Ordinance 515 on second reading.



SAN FRANCISCO
PLANNING
DEPARTMENT

Design Preferences for Personal Wireless Service Facilities

FOR DISTRIBUTED ANTENNA SYSTEMS, "DAS"
OR SMALL CELLS ON WOODEN UTILITY POLES &
WOODEN STREET LIGHT POLES

August 2015



Purpose of the Design Preferences

“The experience of traveling along a picturesque street is different from the experience of traveling through the shadows of a WCF [personal wireless services facility], and we see nothing exceptional in the City’s determination that the former is less discomforting, less troubling, less annoying and less distressing than the latter. After all, travel is often as much about the journey as it is about the destination.”

- 2009 decision by the United States Court of Appeals, for the Ninth Circuit, in a case involving the ability for local communities to review the design of wireless facilities on locations in the public right-of-way. The court determined that communities have a right, under California law, to take aesthetics into account when considering an application to install a wireless facility in the public right-of-way.

The City and County of San Francisco seeks to balance the development of small personal wireless service facilities in the public right-of-way (e.g. wooden utility poles), that allow wireless carriers (or similar) to provide robust coverage and capacity; while installing (well-maintained) facilities that do not significantly detract from City streetscapes.¹ These facilities are permitted by the Department of Public Works, under Article 25 of the Public Works Code.

The City does not regulate the technologies wireless carriers use. As wireless carriers have expressed an interest in working collaboratively, with the City and community members to better integrate wireless facilities in a less intrusive manner; these preferences are intended to convey design preferences that may not apply to every facility.

These guidelines also do not address pole selection. However, the City recommends that wireless carriers avoid pole locations where equipment would be close to windows (especially residential windows), in front of historically/architecturally significant buildings, or in locations where they would disturb views of significance (e.g streets that have clear views of local landmarks or natural features such as the San Francisco Bay).

Common challenges to avoid when developing these types of facilities include:

- 1) noisy cooling fans;
- 2) large/bulky/wide equipment enclosures;
- 3) cluttered/messy cabling;
- 4) flashing lights, decals, and stickers that are repetitive, distracting, poorly placed, or non-essential;
- 5) excessive and/or unnecessary pole height increases; and
- 6) equipment in front of windows.

¹ Given the small-scale nature of streets in San Francisco; well-designed and scale-appropriate rooftop (micro/macro) wireless facilities are generally less intrusive, and preferred over (a comparatively larger number of) wireless facilities on multiple wooden poles.

NOTE: Pictures are often more effective than words when discussing design preferences. The pictures provided here are for illustration purposes only and are not intended to limit what applicants can or should propose. The City encourages creative designs and solutions that may or may not resemble photos shown as “preferred” in this guidance. Some of the facilities shown are considered “legacy” in nature and would no longer be proposed by wireless carriers. Some designs from out-of-State deployments (which may be found online) may not comply with State-established rules known as General Order 95 (California Public Utilities Commission).

Breakdown of one type of Personal Wireless Services Facility on a wood pole owned by the Joint Pole Association

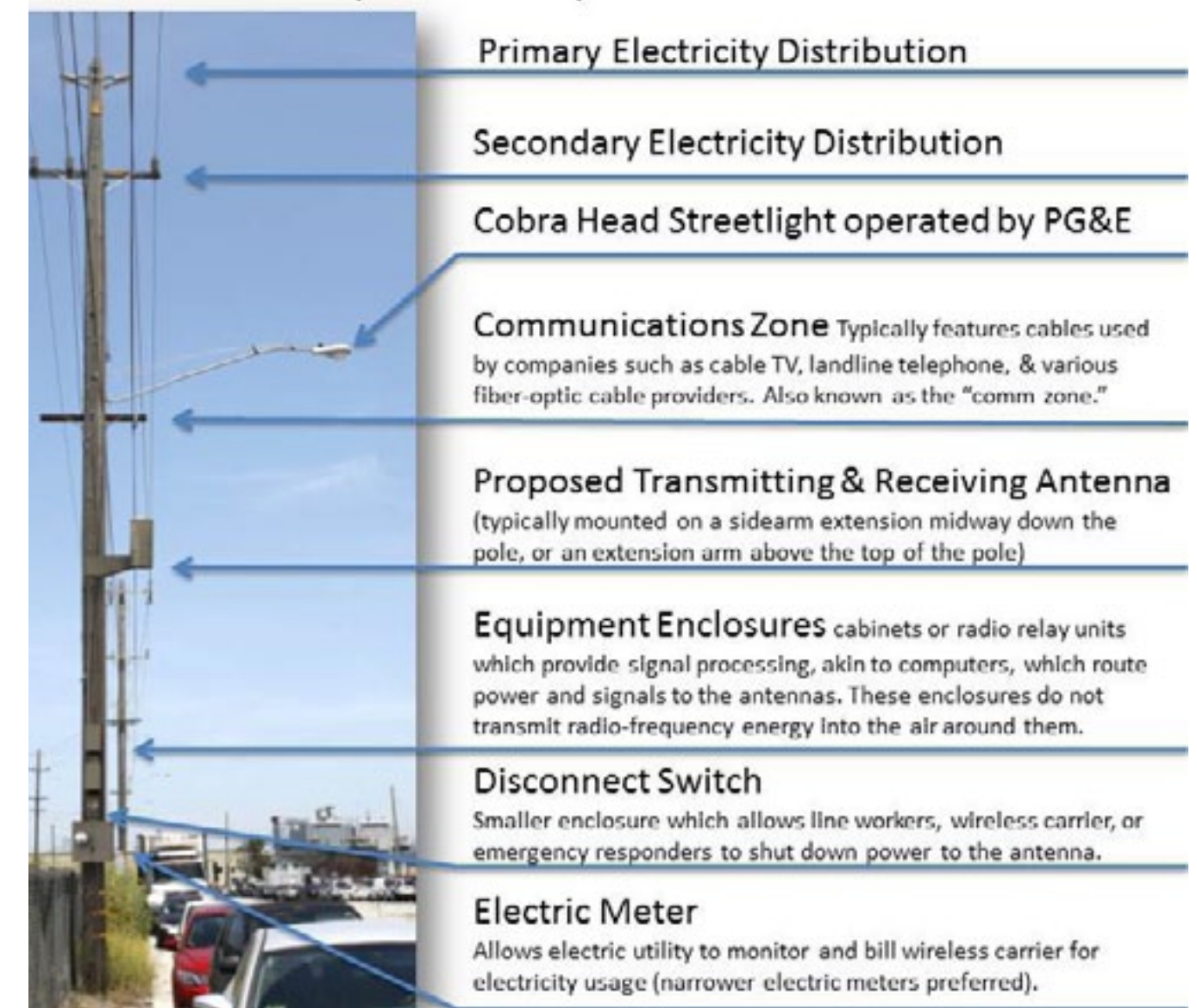


Photo Courtesy AdvanceSim Photo Simulation

Thirteen Recommended Design Preferences

1. “LONG AND NARROW”

Consider the use of equipment enclosures that are nearly the same width as the pole, even if they need to be slightly longer as a result. Narrow enclosures are less likely to impair views of buildings and scenic resources or to detract from streetscapes. Utilize equipment mounting base plates that are no wider than the pole.

Typically, the wide variation in enclosure surface materials and sizes on a single pole can draw more attention (clutter compared to mass) to the facility than a system of enclosures that is comparatively larger, but more uniform in profile and longer instead of wider or deeper.

There are a large number of equipment vendors that offer an array of options. Take the time to design a system that works well together in terms of network needs, overall cumulative effect, cable port locations, and ease of installation and maintenance.

Equipment Orientation: While equipment orientation may be limited due to operating requirements, utility or State rules; depending on pole type, orienting equipment, facing away from nearby residential windows, and/or the primary travel direction, is preferred.

2. NO METER IF POSSIBLE

Utilize a line drop (no electric meter enclosure), if allowed by the utility company, or use the narrowest electric meter and disconnect available. Ensure meter and other enclosures are well maintained, including regular painting, and the use of a graffiti-resistant paint. Stack the disconnect switch above/below the meter, instead of attached to the side of the meter.



ABOVE: Disfavored use of a bulky/wide battery backup enclosure (with graffiti) and non-linear arrangement of other enclosures. Use slimmer/longer enclosures, including those specifically made for battery backup units (which are longer but about as wide as the pole), and possible re-location of portion of equipment (battery backup enclosure) to adjacent pole.



LEFT: Disfavored (rusted) meter and other elements which lack a uniform paint color. However the relatively narrow electric meter is preferred.

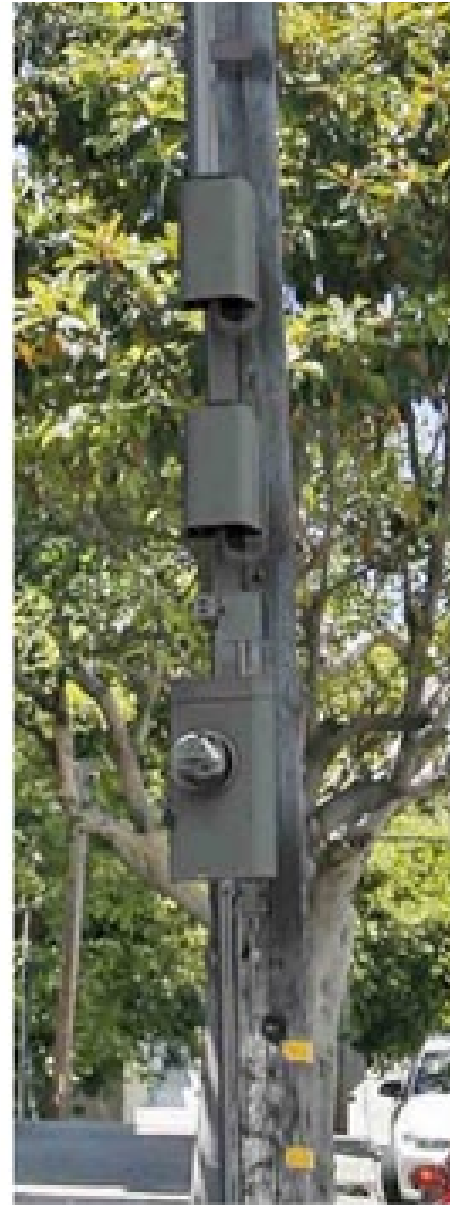


RIGHT: Disfavored facility featuring a leaning pole, rusted elements (equipment in photo has since been painted), very noticeable panel antennas (near cobra head street light), large node ID sticker on side of pole, and various form factors for equipment cabinets. In this example, the lowermost elements are the electric meter and disconnect switch. The square box is typically a battery backup unit used to provide limited backup power to the network, in case of a power outage. The skinny enclosure midway up the pole is essentially a computer used to route power and signal, via cables, up to the (disfavored) panel antennas.



ABOVE: Disfavored Wide Electric Meter (lowest enclosure on pole) in simulation on the left. Use a meter that is roughly as wide as the pole (preferred simulation on the right), if a line drop (meterless system) is not possible. There are meter models that feature a required bypass, but without the wider size.

However, the equipment cabinets (two boxes above electric meter) are preferred as they are comparatively unobtrusive (as wide as the pole with a limited depth), feature no equipment decals/stickers, and use passive cooling (no noise from fans).

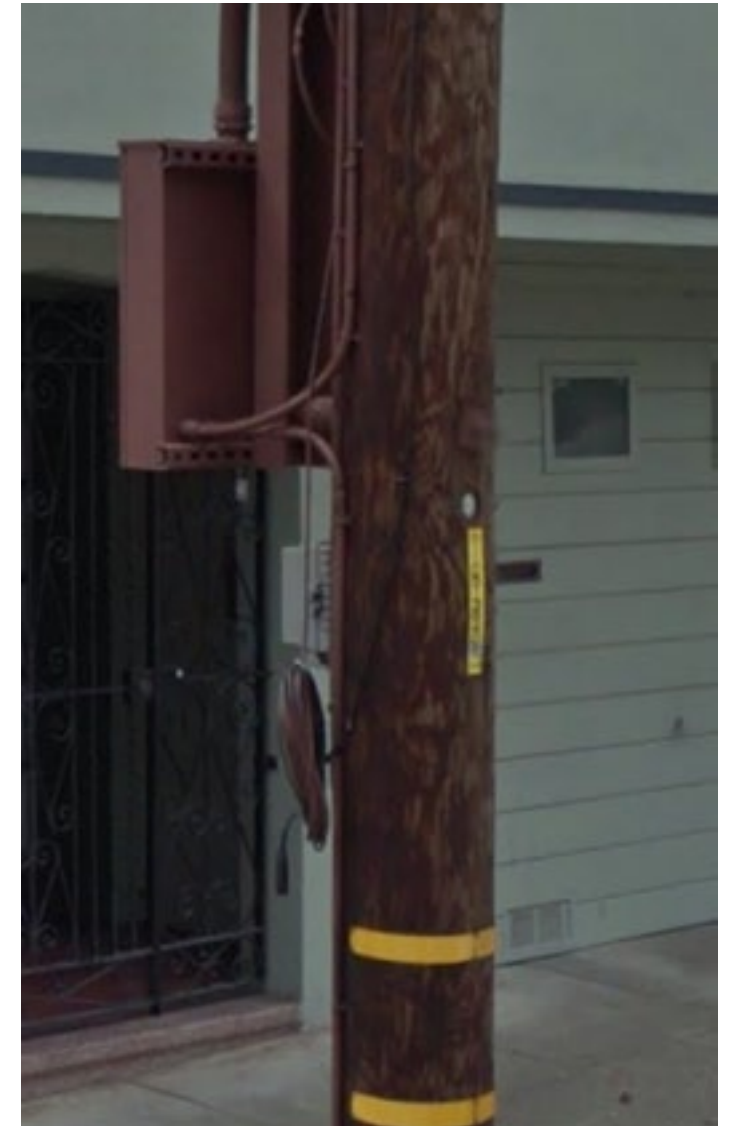


3. FORETHOUGHT IN CABLING - REQUIRE INSTALLERS TO REMOVE EXCESS SERVICE CABLE SLACK OR LOOPS

Consider the use of shrouds, risers or conduit, to reduce the appearance of cluttered or tangled cabling. In some instances, installation practices such as using equipment enclosures with specific port locations, or crossing wires below a down-facing port on an equipment enclosure, can reduce the likelihood that cabling will appear cluttered or bend outward from the pole and further away from the enclosure.

It's highly recommended that instructional notes containing such best practices be included on the plan drawings in a checklist format in order to ensure proper field installation.

RIGHT: Disfavored presence of an excess cable loop (freely hanging at pedestrian level below the electric meter), a wide electric meter, and a lower mounted box not painted to match other equipment.



Antenna mounting arm with cabling and other electronic elements screened from view inside bracket

Photo Courtesy AdvanceSim Photo Simulation

LEFT: Preferred antenna arm extension which hides cabling and passive RF gear inside the arm and two (2) equipment cabinets as wide as the pole. Disfavored wide electric meter enclosure (box at bottom of pole).



ABOVE: Disfavored excess loose cabling, excess decals/stickers, and cluttered appearance of equipment cabinets.



ABOVE: Disfavored example of cabling that is cluttered & tangled. Riser not painted.



TOP: Preferred installation:

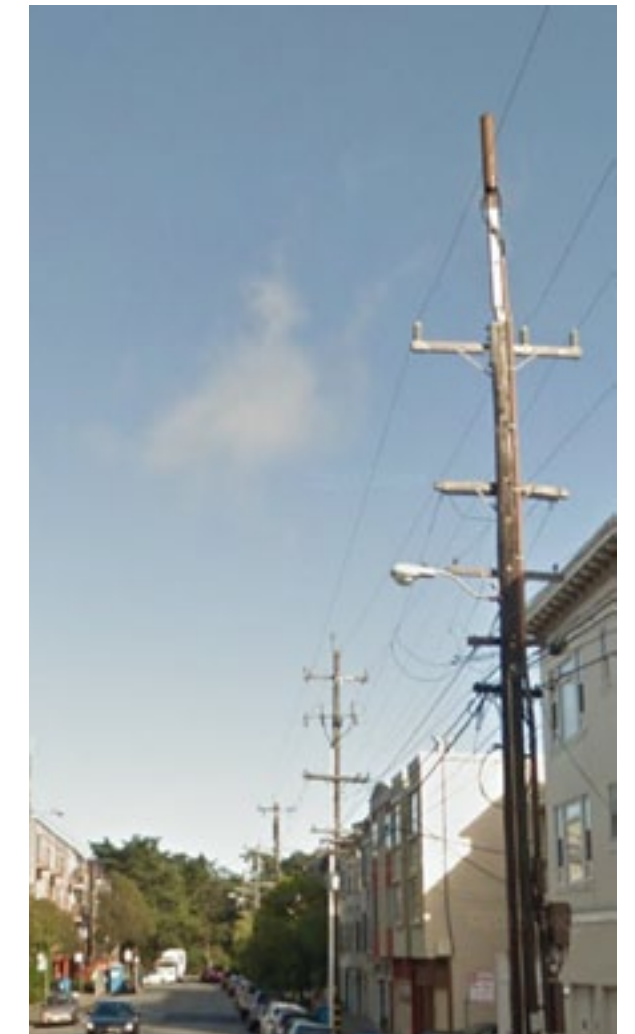
- 1) Equipment boxes and antennas that are painted gray, and are not bulky in appearance.
- 2) No cluttered cabling is present, though the cabling near the antenna should be painted gray as well.
- 3) Relatively slim profile antenna.

RIGHT: The facility on the right features a preferred (slim) antenna type, but is made more noticeable by both the darker color of the antenna and the lack of paint matching either the cabling or the extension bracket ("bayonet") below the antenna.

4. PAINT

"ABC" - Antennas, Brackets (mounting), and Cabling, should match the color of the equipment (including the fiber termination enclosure). Many installations feature wide variations in paint colors, which appears distracting. On dark brown poles, also paint the PVC or steel risers, to match pole.

In areas such as the Sunset and Richmond districts, the Planning Department will generally recommend that equipment cabinets, cables, brackets, and antennas be painted light gray; primarily for locations where there are no nearby mature tree canopies and the existing poles appear washed out. In other parts of the City, the likely color choice will be mesa brown. Choose a durable paint, especially in areas near the ocean.



5. ANTENNAS

Consider using antenna designs that provide robust coverage without appearing more distracting than necessary. Avoid placements that may impair light, air, or views from adjacent windows.

Consider using antenna models that include a GPS antenna (if needed) integrated into the same cylindrical shape on top of the main antenna.

Consider using antennas with electronic tilt mechanisms that could reduce the need for bulky mechanical tilt brackets.

Utilize single element side-arms instead of dual parallel side-arms. Evaluate opportunities to utilize cylindrical antennas in-lieu of panel antennas. If panel antennas are utilized, consider the use of mini shrouds below each panel antenna to reduce the visibility of the cable loops. While this will make the antenna look slightly longer, it reduces the noticeability of various elements, such as multiple cable loops, that can draw more attention than the antenna itself. Avoid the use of large bracket systems for panel antennas, which create a significant offset from the pole.



Photo Courtesy: Applied Imagination Photo Simulation

ABOVE: Non-recommended (triple panel) antenna design that is bulky/obtrusive, and rises well into view.



LEFT: Disfavored use of multiple panel antennas with cables loops dangling below each panel.

RIGHT: Disfavored GPS antenna (atop small stick) mounted in a manner that is highly visible above the top of the transmitting antenna. The transmitting antenna is well placed (preferred) and sized, though painted too dark, and therefore more noticeable.



TOP: Disfavored use of multiple panel antennas with wide offset mechanical tilt brackets (evaluate electronic tilt alternatives) and loose cabling

ANTENNA PLACEMENT

Both top-mounted and side mounted antennas offer various advantages and challenges from both an RF and visibility perspective; requiring a case by case review. For example, a top-mount antenna with a very tall extension arm may look out of character in a low lying residential neighborhood, but a top mount antenna that is relatively narrow and nearly flush with the top of the pole may offer a very minimal profile, which is preferred.

An antenna may not obstruct the view from, or light into, any adjacent residential window.

For side-mounted antennas, consider using an arm that features flanges/channels so that cabling and passive RF gear can be better hidden from view. For top-mounted antennas, consider using a shroud around the base of the antenna, especially for antenna models with four or more cabling ports, as cable systems without a shroud at the base of the antenna, can appear cluttered. If a shroud cannot be used, utilize velcro ties (or similar) to neatly arrange cabling (and note such on the site completion checklist on the cover sheet of plans).

Pole top extension arms should not appear offset from the pole, making the antenna more noticeable. Utilize an arm that is as wide as the top of the pole and tapers toward the antenna.



RIGHT: Preferred top-mounted antenna design with shroud cap below the actual antenna (below seam line); and without a significant pole height increase.

Photos Courtesy: AdvanceSim Photo Simulation

LEFT: Disfavored extension arm. Too narrow and noticeable due to shape change and height increase.



6. LOGOS/DECALS/FLASHING LIGHTS

Use equipment that does not feature flashing lights that may be visible to the public. Remove or paint over unnecessary equipment manufacturer decals and fill-in any visibly depressed manufacturer logos on equipment boxes.



ABOVE: Disfavored presence of multiple stickers and manufacturer logos, which should be removed or painted over.



ABOVE: Please note, some of the square boxes mounted on poles in San Francisco, similar to the one shown in the photo above, are also used for non-wireless providers, such as cable television. These boxes are typically used to boost power and increase signal quality for **wired** communications.

7. RF WARNING STICKER AND NODE ID

Utilize the smallest and lowest visibility (e.g. yellow instead of blue) radio-frequency (RF) warning sticker required by government or electric utility regulations. Place the RF sticker as close to the antenna as possible, facing directly out toward the street, or directly away from street if there is no window within 25 feet of the pole (preferred).

For the Node ID sticker; avoid the use of large and highly visible site (node) identification tags (with carrier's phone number). Consider combining with disconnect information.

Use sticker colors that are more muted (e.g. tan), such as the same color as the equipment but with white color lettering. Consider placing the Node ID sticker on the underside of the equipment enclosure so it is only visible when standing next to the pole and looking up. If the node ID sticker cannot be placed on the underside of the main equipment area then place the sticker on the side of the enclosure facing in the direction of travel (e.g. north facing for a pole on the right hand side of the street on a north-south street).



LEFT: Non-recommended, repetitive, and highly visible RF warning stickers, and equipment manufacturer decals located near bottom of pole and visible to pedestrians.

8. THE OTHER POLE

In the event that a portion of the proposed facility requires installation of equipment on a secondary pole, consider using a secondary pole that is near a mature street tree, alley, or other streetscape feature where the equipment would be less visible.

9. POLE HEIGHT INCREASES

Avoid the replacement of streetlight-only wooden poles with poles that are significantly taller by evaluating a different pole or attachment method. This could include evaluating opportunities to:

- 1) choose a nearby Joint Pole Association (JPA) pole, where a modest height increase would be less noticeable, than a streetlight-only pole;
- 2) working with the utility to re-route power lines serving the cobra head street light in a manner that meets height clearance requirements;
- 3) or running the power line, for the street light, from a JPA pole across the street in a different manner, while complying with State rules (e.g. General Order 95).

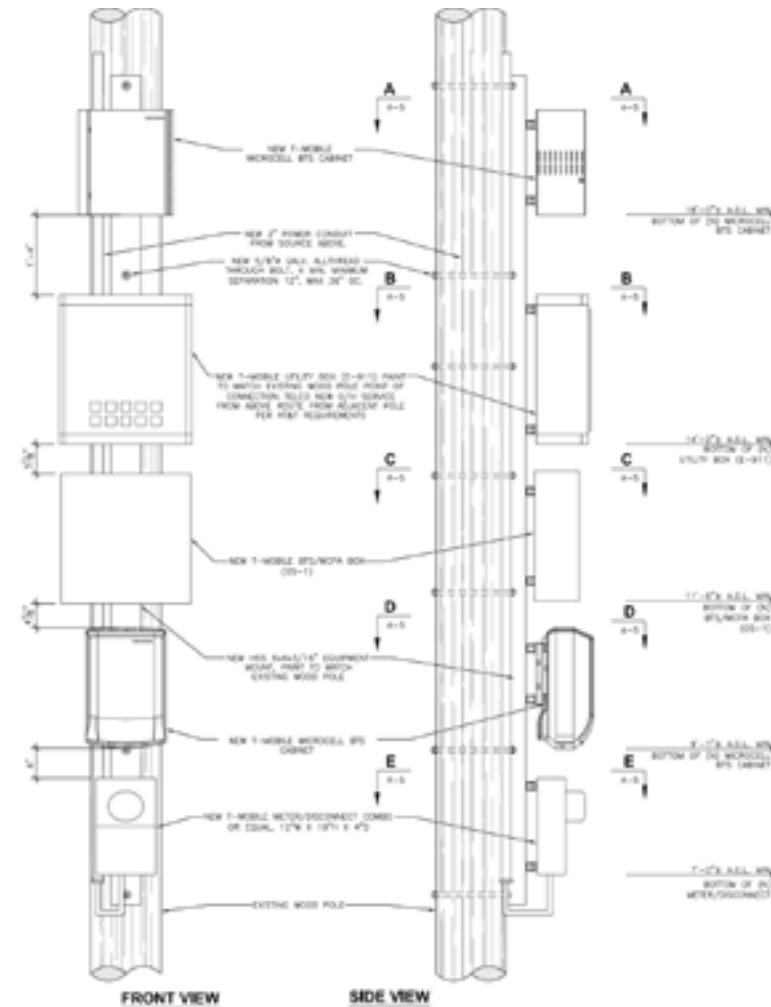


ABOVE: Non-recommended pole height increase (existing pole on left side and previously proposed design on right side) on a signature City-defining street (Lombard Street at Columbus Avenue).

Photo Courtesy AdvanceSim Photo Simulation

10. EQUIPMENT PLACEMENT

Stack equipment close together and on the same side of the pole. If a long rectangular disconnect switch is used, rotate the enclosure so the elements can be stacked closer together on the pole. Avoid wide offsets (more than 4 inches) of equipment enclosure brackets from the pole.



Original Design featuring a narrow offset from pole (preferred)



TOP RIGHT: Current Site Photo (after modifications) with disfavored elements such as a wide offset between the pole and equipment enclosures; excess cabling, large bright node identification (yellow placard) and RF warning sticker next to equipment (instead of up near antenna) at pedestrian level.



Disfavored wide offset (from pole) of electric meter, unpainted fiber (PBX) node box (green element) and large white RF warning sticker on non-RF emitting equipment enclosure.

11. COOLING FANS

In areas close to residences or windows use a passive cooling system. In the event that a fan is needed, consider using longer enclosures with sufficient space to allow for additional airflow and a different cooling fan with a lower noise profile. In some instances, a larger fan often may have a lower noise profile, due to fewer revolutions per minute.

12. PHOTO SIMULATIONS

Ensure that photo simulations, which are sent to local residents and neighborhood groups, are realistic with respect to cabling/conduit, the RF warning and node ID stickers, and equipment offset from the pole. Verify whether a GPS antenna is needed; as submittals often feature (macro-sized) GPS antennas on simulations when none are shown on plans (or needed).

If the existing pole is leaning and slated for replacement, the simulation should show a new upright pole.

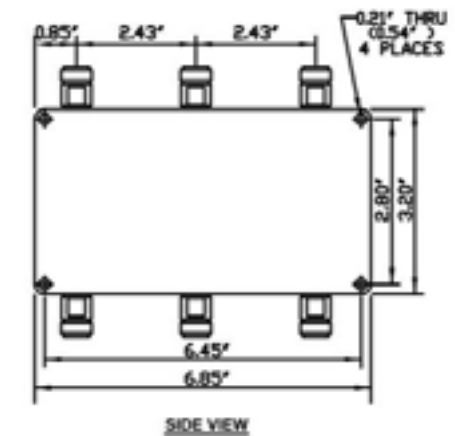
If an arrow is placed pointing only at the antenna with a callout, then an additional callout should be shown pointing at the equipment cabinets.

Ensure photo simulations accurately show the offset of equipment cabinets from the pole. Many simulations depict flush-mounted installations when the actual site features a significant offset from the pole.

Add a creation date to photo simulations.

13. ANCILLARY EQUIPMENT

Ensure plans and photo simulations accurately show smaller equipment items such as duplexers, ground buss bars, PBX or J-Boxes. Hide these elements in locations such as behind equipment enclosures (while complying with GO 95), or in mounting arms which feature recessed areas.



Sample duplexer. Multiple cables come in and out of this type of element in areas near the antennas, which should be hidden from view.

San Francisco DAS Design Preferences Checklist

Best Practices to Ensure Clarity of Plan and Simulation Submittals

| | | YES | NO |
|----|---|-----|----|
| 1 | Cover Sheet Correct project site location shown on cover sheet. The wrong street address is often used (for nearest building). Utilize the San Francisco Property Information Map website (link) | | |
| 2 | Cover Sheet Clear project description describing types and numbers of equipment. Also indicate if pole will be replaced (with existing and proposed heights) or if any existing road signage is proposed to be relocated or removed. | | |
| 3 | Cover Sheet Provide information in a checklist format to ensure conformance by installers, as shown further below. | | |
| 4 | Site Plan Show location of any new vaults proposed. | | |
| 5 | Elevation Sheet Show location of Node ID sticker (low contrast colors) and RF warning sticker. Show RF warning sticker facing out to street and near antenna, or away from street and near antenna if no window within 50 feet. | | |
| 6 | Elevation Sheet Indicate height to top of pole, antenna, top and bottom of equipment enclosures. | | |
| 7 | Elevation Sheet Show any existing or proposed guy wires. | | |
| 8 | Elevation Sheet Show equipment enclosures stacked together as close as (4 inch offset from pole) possible (including rotation of rectangular disconnect switch enclosure) while complying with GO 95 and airflow requirements. | | |
| 9 | Elevation Sheet Ensure other elements (e.g. NEMA, PBX or J boxes), ground bus bars, and base plate mounts are shown, if utilized. | | |
| 10 | Elevation Sheet Clearly show offset (distance) of equipment cabinets from pole. | | |
| 11 | Photo Simulations Show cabling and equipment sizes, and offsets (cabinets from pole) correctly. | | |
| 12 | Photo Simulations Show RF warning and node identification stickers, if visible from given perspectives. | | |
| 13 | Photo Simulations Use perspectives that provide a true sense of distance to nearest residential windows or primary facades of historic buildings. | | |
| 14 | Photo Simulations Show new (straight/upright) pole if existing (leaning) pole is to be replaced. | | |

San Francisco Site Completion Checklist

| | | YES | NO |
|---|--|-----|----|
| 1 | Durable Paint: Antennas, Mounting/Standoff Brackets, Pole Extensions, PVC Conduit, Meter, and Radio Relay Units to be painted “Mesa Brown” using a durable paint (e.g. Sherwin Williams, Frazee or equivalent). | | |
| 2 | Cabling: Cabling (Mesa Brown in Color) to be installed in a tidy manner without excess cable loops. | | |
| 3 | Spacing of Support Elements: Support equipment (e.g. Meter, Disconnect Switch and Mrrus) to be clustered (vertically) as close as technically feasible on pole. | | |
| 4 | Logo Removal: All equipment logos, other than those required by regulation (e.g. node identification of shutdown signage) or PG&E regulations shall be painted over or removed. Raised/Depressed logos/text on equipment enclosures (e.g. RRU’s), if present to be sanded off, or covered with a sticker, and then painted. | | |
| 5 | Signage: FCC mandated RF warning signage shall face out to street when placed in front of, or near a window. Signage shall face toward building if there is no window. | | |

Sample Site Completion Checklist on Cover Sheet of Plans*
*This checklist can be modified to meet specific pole type applications.



**SAN FRANCISCO
PLANNING
DEPARTMENT**

**FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department**

Central Reception

1650 Mission Street, Suite 400
San Francisco CA 94103-2479

TEL: **415.558.6378**

FAX: **415 558-6409**

WEB: **<http://www.sfplanning.org>**

Planning Information Center (PIC)

1660 Mission Street, First Floor
San Francisco CA 94103-2479

TEL: **415.558.6377**

*Planning staff are available by phone and at the PIC counter.
No appointment is necessary.*

ORDINANCE NO. 515

AN ORDINANCE OF THE TOWN OF BELLEAIR, FLORIDA, RELATING TO COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY; AMENDING THE BELLEAIR CODE; CREATING A NEW CHAPTER 23 IN THE BELLEAIR CODE TO BE ENTITLED "COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS OF WAY"; PROVIDING FINDINGS & INTENT; PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION OF COMMUNICATION SERVICE PROVIDERS; PROVIDING FOR RULES AND REGULATIONS FOR COMMUNICATIONS SERVICE PROVIDERS, WIRELESS SERVICE PROVIDERS, & SMALL WIRELESS SERVICE PROVIDERS & THEIR FACILITIES ; PROVIDING FOR A DUTY TO NOTIFY; PROVIDING FOR REVOCATION & SUSPENSION; PROVIDING FOR TERMINATION; PROVIDING FOR APPEALS ; PROVIDING FOR APPLICATION OF THESE RULES TO EXISTING COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR INSURANCE; PROVIDING FOR INDEMNIFICATION; PROVIDING FOR CONSTRUCTION BOND; PROVIDING FOR ABANDONMENT OF A COMMUNICATIONS FACILITY; PROVIDING FOR PASS-THROUGH PROVIDER FEES AND FEES FOR USE OF TOWN UTILITY POLES; PROVIDING FOR RESERVATION OF RIGHTS AND REMEDIES; PROVIDING FOR THIS ORDINANCE TO CONTROL IN THE EVENT OF CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA:

Section 1. Chapter 23, Belleair Code, is hereby created as follows:

Chapter 23 - COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

Sec. 23-01. - Short Title.

This Chapter shall be known, and may be cited, as the "Belleair Communications Facilities in Public Rights-of-Way Ordinance."

Sec. 23-02. - Findings, Intent and Scope.

- (a) The Town hereby makes and declares the following findings and declares its legislative intent as follows:
 - (1) The Public Rights-of-Way within the Town of Belleair are a unique and physically limited resource and important amenity that are critical to the travel and transport of persons and property in the Town.
 - (2) The demand for telecommunications services has grown exponentially in recent years, requiring the continual upgrading of telecommunications equipment and services to satisfy such demand.

- (3) The placement of telecommunications equipment and facilities in the public rights-of-way to satisfy the demand for telecommunications services raises important issues with respect to the Town's responsibility to manage its public rights-of-way.
 - (4) The Public Rights-of-Way must be managed and controlled in a manner that enhances the health, safety and general welfare of the Town and its citizens.
 - (5) The use and occupancy of the Public Rights-of-Way by providers of communications services must be subject to regulation which can ensure minimal inconvenience to the public, coordinate users, maximize available space, reduce maintenance and costs to the public, and facilitate entry of an optimal number of providers of cable, telecommunications, and other services in the public interest.
 - (6) Section 166.041, Florida Statutes, provides for procedures for adoption of an ordinance which is a regulation of general and permanent nature and enforceable as local law.
 - (7) Section 337.401, Florida Statutes, provides that because federal and state law require the nondiscriminatory treatment of providers of telecommunications services and because of the desire to promote competition among providers of communications services, it is the intent of the Florida Legislature that municipalities and counties treat providers of communications services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the public roads or rights-of-way.
 - (8) The Town finds that, to promote the public health, safety and general welfare, it is necessary to
 - a. Provide for the placement or maintenance of Communications Facilities in the Public Rights-of-Way within the Town limits,
 - b. Adopt and administer reasonable rules, regulations and general conditions not inconsistent with applicable state and federal law,
 - c. Manage the placement and maintenance of Communications Facilities in the Public Rights-of-Way by all Communications Services Providers,
 - d. Minimize disruption to the Public Rights-of-Way, and (v) require the restoration of the Public Rights-of-Way to original condition.
 - (9) The Town's intent is that these rules and regulations must be generally applicable to all providers of communications services and, notwithstanding any other law, may not require a provider of communications services to apply for or enter into an individual license, franchise, or other agreement with the Town as a condition of placing or maintaining communications facilities in its roads or rights-of-way.
 - (10) It is also the Town's intent to exercise the Town's retained authority to regulate and manage the Town's roads and rights-of-way in exercising its police power over Communications Services Providers' placement and maintenance of facilities in the public rights-of-way in a nondiscriminatory and competitively neutral manner.
- (b) This Chapter shall apply to any public or private entity who seeks to construct, place, install, maintain or operate a Communications System or Facilities, as such terms are defined herein, in the Public Rights-of-Way, unless otherwise exempt by operation of applicable state or federal law. This Chapter shall equally apply to a Town owned or

controlled Communications System except to the extent such Facilities are utilized on an internal, non-commercial basis by the Town or any of its agencies, departments or bureaus.

Sec. 23-03. - Definitions.

For purposes of this Chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed herein. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The words "shall," "will" and "must" are mandatory, and "may" is permissive. Words not otherwise defined herein shall have the meaning ascribed thereto under Chapters 202 or 337, Florida Statutes, as amended, or where none is ascribed shall be construed to mean the common and ordinary meaning.

Abandonment means the permanent cessation of all uses of a Communications Facility; provided that this term shall not include cessation of all use of a Facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "Abandonment" of a Facility in the Public Rights-of-Way.

Affiliate means each person, directly or indirectly, controlling, controlled by, or under common control with a Communications Services Provider that is Registered with the Town; provided that Affiliate shall in no event mean any limited partner, member, or shareholder holding an interest of less than 15 percent in such Communications Services Provider.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing Wireless Services or other Communications Services.

Applicable Codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance which may require that a new utility pole replacing an existing utility pole be of substantially similar design, material, and color, or that ground-mounted equipment meet reasonable spacing requirements. The term includes objective design standards adopted by ordinance which may require a Small Wireless Facility to meet reasonable location context, color, stealth, and concealment requirements; however, the Town may waive the design standards upon a showing that the design standards are not reasonably compatible for the particular location of a Small Wireless Facility or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the waiver request.

Applicant means a person who submits an Application and is a Wireless Provider.

Application means a request submitted by an Applicant to the Town for a permit to collocate Small Wireless Facilities.

As-Built Surveys means the final and complete drawings in hard copy signed and sealed by a Professional Surveyor and Mapper (as defined in § 472.005, Florida Statutes) and the final and complete electronic overview map (in autocad, microstation, mapinfo or ESRI format) presented in computer input medium such as cd-rom, dvd or zip 100/250. As-Built Surveys, in both the drawings and the electronic overview map, must show the present state of a Communications Services Provider's Facilities in the Public Rights-of-Way, including, but not limited to, the horizontal and vertical location of Facilities located at least every 100 feet and at any alignment change. Horizontal locations on all points of Facilities shall be from street centerline, or section or quarter section lines or corners. Vertical locations on all points of Facilities shall consist of elevations in either Town datum or United States Geological Survey datum.

Cable Service means the one-way transmission to subscribers of video programming or any other programming service; and subscriber interaction, if any, that is required for the selection or use of such video programming or other programming service.

Cable Service Provider means a person that provides cable service over a cable system.

Cable System means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community, but such term does not include: a facility that serves only to retransmit the television signals of one or more television broadcast stations; a facility that serves only subscribers in one or more multiple-unit dwellings under common ownership, control, or management, unless such facility or facilities use any public right-of-way; a facility that serves subscribers without using any public right-of-way; a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act of 1934 except such facility shall be considered a cable system other than for purposes of 47 U.S.C. Section 541(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; any facilities of any electric utility used solely for operating its electric utility systems; or an open video system that complies with 47 U.S. C. Section 573.

Chapter means the Belleair Communications Right-of-Way Utilization Ordinance, codified as Chapter 23 of the Town Code pursuant to that Ordinance enacted by Town Commission effective on July 1, 2017, as may be amended or supplemented from time to time.

Town means the Town of Belleair, Florida, a municipal corporation organized and existing under the laws of the State of Florida.

Town Code means the Code of Ordinances of the Town of Belleair, Florida.

Town Commission means the governing body for the Town.

Town Utility Pole means a utility pole owned by the Town in the right-of-way.

Collocate or Collocation means the shared use of Facilities, such as poles, ducts or conduit, including but not limited to the placement of conduit owned by more than one user of the Public Rights-of-Way in the same trench or boring and the placement of equipment owned by more than one user in the same conduit. Co-location does not include interconnection of Facilities or the sale or purchase of capacity (whether bundled or unbundled).

Communications Facility, Facility or Facilities means any portion of a Communications System located in the Public Rights-of-Way.

Communications Services means the definition ascribed thereto in Section 202.11(1), Florida Statutes, as may be amended, and also includes but is not limited to Wireless Services as defined herein.

Communications Services Provider means (i) any Person, municipality or county providing Communications Services through the use and operation of a Communications System or Communications Facilities installed, placed and maintained in the Public Rights-of-Way, regardless of whether such System or Facilities are owned or leased by such Person, municipality or county and regardless of whether such Person, municipality or county has registered with the Florida Department of Revenue as a provider of Communications Services in Florida pursuant to Chapter 202, Florida Statutes and (ii) any Person, municipality or county who constructs, installs, places, maintains or operates Communications Facilities in the Public Rights-of-Way but who does not provide Communications Services, including for example a company that places "dark fiber" or conduit in the Public Rights-of-Way and leases or otherwise provides those facilities to another company that does provide Communications Services.

Communications System or System means any permanent or temporary plant, equipment and property placed or maintained in the Public Rights-of-Way that is occupied or used, or is capable of being occupied or used, by a Communications Services Provider for the purpose of producing, conveying, routing, transmitting, receiving, amplifying, distributing, providing or offering Communications Services including, but not limited to cables, wires, lines, conduits, fiber optics, antennae, radios and any associated poles, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, and other plant, equipment and pathway.

Dealer means any Person, municipality or county providing Communications Services to an end user in Belleair through the use and operation of Communications Facilities installed, placed and maintained in the Public Rights-of-Way, whether owned or leased, and who has registered with the Florida Department of Revenue as a provider of Communications Services pursuant to Chapter 202, Florida Statutes. This definition of "Dealer" is intended to include any "Reseller."

Department means the Florida Department of State.

Development Permit means the permit defined in Section 66-10, Town Code, and required under Chapter 66, Town Code, prior to commencement of any placement or maintenance of Facilities in the Public Rights-of-Way. (24) *Excavation* or other similar formulation of that term means the cutting, trenching or other disturbance to the Public Rights-of-Way intended to change

the grade or level of land or which causes any cavity, gap, depression, penetration or hole in the surface of the Public Rights-of-Way.

FCC means the Federal Communications Commission.

Franchise means an initial authorization or renewal of an authorization, regardless of whether the authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, to construct and operate a cable system or video service provider network facilities in the public right-of-way.

Franchise Authority means any governmental entity empowered by federal, state, or local law to grant a franchise.

Government means the United States of America, the State of Florida, counties, municipalities, and any of their respective agencies, departments or bureaus.

In the Public Rights-of-Way means in, along, on, over, under, across or through the Public Rights-of-Way.

Micro Wireless Facility means a Small Wireless Facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Pass-Through Facilities means the Facilities for a Communication System that merely pass through the Town from one point to another point and from which no revenues are directly attributable to subscribers or other carriers within the Town.

Pass-through Provider means any Person, municipality or county that places or maintains a Communications System or Communications Facilities in the Public Rights-of-Way but who does not provide Communications Services, including for example a company that places "dark fiber" or conduit In The Public Rights-of-Way and leases or otherwise provides those facilities to another company that does provide Communications Services to an end user. This definition of "Pass-through Provider" is intended to include any Person that places or maintains "Pass-Through Facilities" in the Public Rights-of-Way, but does not provide Communications Services to an end user within the corporate limits of the Town.

Person means any individual, firm, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, association, corporation, company, organization or legal entity of any kind, including any Affiliate, successor, assignee, transferee or personal representative thereof, and all other groups or combinations, and shall include the Town to the extent that the Town acts as a Communications Services Provider.

Placement or maintenance or placing or maintaining or other similar formulation of that term means the named actions interpreted broadly to encompass, among other things, erection, construction, reconstruction, installation, inspection, maintenance, placement, replacement, extension, expansion, repair, removal, operation, occupation, location, relocation, grading,

undergrounding, trenching or excavation. Any Communications Services Provider that owns, leases or otherwise controls the use of a Communications System or Facility in the Public Rights-of-Way, including the physical control to maintain and repair, is "placing or maintaining" a Communications System or Facility. A Person providing service only through buying wholesale and then reselling is not "placing or maintaining" the Communications Facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the Public Rights-of-Way does not constitute "placing or maintaining" Facilities in the Public Rights-of-Way.

Public Rights-of-Way means a road, street, highway, bridge, tunnel or alley that is owned by the Town, publicly held by the Town or dedicated to the Town for public use and over which the Town has jurisdiction and control and may lawfully grant access pursuant to applicable law, and includes the space above, at or below the surface of such right-of-way. "Public Rights-of-Way" shall not include (a) county, state or federal rights-of-way, (b) property owned by any Person other than the Town, (c) service entrances or driveways leading from the road or street onto adjoining property or (d) except as described above, any real or personal property of the Town, such as, but not limited to, Town parks, buildings, fixtures, conduits, sewer lines, facilities or other structures or improvements, regardless of whether they are situated in the Public Rights-of-Way.

Public Service Commission or *PSC* means the agency for the State of Florida charged with the powers and duties conferred upon it by Chapter 364, Florida Statutes.

Record Drawings means a final and complete drawing accurately depicting the improvements as constructed. Record Drawings are not required to be signed and sealed by a Professional Surveyor and Mapper.

Registration or *Register* other similar formulation of that term means the process described in Section 23.04 herein whereby a Communications Services Provider provides certain information to the Town.

Reseller means any Person providing Communications Services within the Town over a Communications System, or portion thereof, for which a separate charge is made, where that Person does not place or maintain, nor own or control, any of the underlying Facilities in the Public Rights-of-Way used for transmission. Instead such Person purchases the Service, usually at wholesale, from a Communications Services Provider and then resells it at retail or such Person uses the Public Rights-of-Way by either interconnecting with the Facilities of a Communications Services Provider utilizing the Public Rights-of-Way or by leasing excess Capacity from a facility-based Communications Services Provider.

Small Wireless Facility means a wireless facility that meets the following qualifications: (a) each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and (b) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation

boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Utility Pole means a pole or similar structure used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights, but does not include any horizontal structures upon which are attached signal lights or other traffic control devices and does not include any pole or similar structure 15 feet in height or less unless the Town grants a waiver for the pole.

Video Programming means programming provided by, or generally considered comparable to programming provided by, a television broadcast station as set forth in 47 U.S.C. s. 522(20).

Video Service means video programming services, including cable services, provided through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider as defined in 47 U.S.C. s. 332 (d), video programming provided as part of and via a service that enables end users to access content, information, electronic mail, or other services offered over the public Internet.

Video Service Provider means an entity providing video service.

Wireless Facilities means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include (a) the structure or improvements on under within, or adjacent to the structure on which the equipment is collocated, or (b) wireline backhaul facilities, or (c) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless Infrastructure Provider means a person who has been certificated to provide telecommunications service in the state, and who builds or installs wireless communication transmission equipment, Wireless Facilities, or Wireless Support Structures, but is not a Wireless Services Provider.

Wireless Provider means a wireless infrastructure provider or a Wireless Services Provider.

Wireless Services means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using Wireless Facilities.

Wireless Services Provider means a person who provides Wireless Services.

Wireless Support Structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a Utility Pole.

Sec. 23-04. - Registration.

Every Communications Services Provider that desires to place or maintain a Communications System or any Communications Facilities in the Public Rights-of-Way, including any Pass Through Facilities, shall first Register with the Town in accordance with this Section 23-04. Subject to the provisions prescribed in this Chapter, a Communications Services Provider that has properly Registered may apply for Development Permits to place or maintain a Communications System or Facilities in the Public Rights-of-Way.

- (a) Every Communications Services Provider that desires to place or maintain Communications Facilities in the Public Rights-of-Way, including any Pass Through Facilities, shall Register, **on a form prescribed by the Town of Belleair**, with the Town Manager's Office and shall submit the following information and documentation:
- (1) The name of the applicant under which it will transact business in the Town and, if different, in the State of Florida; and
 - (2) The address and telephone number of the applicant's principal place of business in the State of Florida and any branch office located in the Town or, if none, the name, address and telephone number of the applicant's national headquarters and its Registered Agent in Florida; and
 - (3) The name, address and telephone number of the applicant's primary contact person and the person to contact in case of an emergency; and
 - (4) The type of Communications Services that the applicant intends to provide within the corporate limits of the Town (if more than one, state all that apply), or, if none, state that the applicant is a Pass-through Provider or is intending only to place and maintain Pass Through Facilities, as the case may be; and
 - (5) For Registrations submitted on or after October 1, 2017, a copy of both the applicant's resale certificate and certificate of registration issued by the Florida Department of Revenue to engage in the business of providing communications services in the State of Florida; and
 - (6) A copy of the applicant's certificate of authorization, public convenience and necessity or other similar certification issued by the Florida Public Service Commission; and
 - (7) The number of the applicant's certificate of authorization or license to provide Communications Services issued by the Florida Public Service Commission, the Department, the FCC, or other Federal authority, if any; and
 - (8) For an applicant that is a Pass-through Provider, in lieu of paragraphs (5), (6) and (7) above, the applicant shall provide a certified copy of the certificate or license issued by the Florida Department of State, or other appropriate state agency or department, authorizing the company to do business in the State of Florida; and
 - (9) Evidence of the applicant's insurance coverage as required under this Chapter.

- (b) The Town shall review the information submitted by the applicant. Such review shall be by the Town Manager or his or her designee. If it is found that the applicant complied with the requirements in subsection (a) above, the Registration shall be effective and the Town shall notify the applicant of the effectiveness of Registration in writing. If the Town determines that the applicant is not in compliance, the Town shall notify the applicant in writing of the non-effectiveness and denial of Registration and the reasons therefor. The Town shall so reply to an applicant within thirty (30) days after receipt of the Registration and required information from the applicant. Non-effectiveness and denial of Registration shall not preclude an applicant from reapplying or filing subsequent applications for Registration under the provisions of this Section.
- (c) An effective Registration does not, and shall not be construed to, convey equitable or legal title in the Public Rights-of-Way to any Communications Services Provider. Registration under this Ordinance governs only the placement or maintenance of a Communications System or Communications Facilities in the Public Rights-of-Way. Other ordinances, codes or regulations may apply to the placement or maintenance in the Public Rights-of-Way of facilities that are not part of a Communications System. Registration does not excuse a Communications Services Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on those facilities or property belonging to the Town or another Person. Registration does not excuse a Communications Services Provider from complying with all other applicable Town ordinances, codes or regulations, including the rules, regulations and general conditions set forth in this Chapter.
- (d) A Communications Services Provider may cancel a Registration upon written notice to the Town stating that it will no longer place or maintain a Communications System or any Communications Facilities in the Public Rights-of-Way and will no longer have a need to apply for Development Permits to perform construction or other work in the Public Rights-of-Way. A Communications Services Provider cannot cancel a Registration if it intends to continue placing or maintaining a Communications System or any Communications Facilities in the Public Rights-of-Way.
- (e) Registration, in and of itself, does not establish a right to place or maintain or a priority for the placement or maintenance of a Communications System or any Facility in the Public Rights-of-Way, but shall establish for the Communications Services Provider a right to apply for an Division 2 Permit from the Town. Registrations are expressly subject to any future amendment to or replacement of this Chapter and further subject to any additional Town ordinances, as well as any State or Federal laws that may be enacted. Registration does not excuse or exempt a Communications Services Provider from having to obtain an Occupational License from the Town in accordance with the Town Code.
- (f) A Communications Services Provider shall renew its Registration with the Town by April 1 of even numbered years in accordance with the Registration requirements in this Chapter, except that any Communications Services Provider that initially Registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year shall not be required to renew its Registration until the next even numbered year. Within thirty (30) days of any change in the information required

to be submitted pursuant to subsection (1), a Communications Services Provider shall provide updated information to the Town. If no information in the then-existing Registration has changed, the renewal may state that no information has changed. Failure to renew a Registration may result in the Town restricting the issuance of additional Development Permits until the Communications Services Provider has complied with the Registration requirements of this Chapter.

- (g) In accordance with applicable Town ordinances, codes or regulations, a Development Permit is required for a Communications Services Provider to place or maintain a Communications Facility in the Public Rights-of-Way. An effective Registration shall be a condition of obtaining such a permit. Notwithstanding an effective Registration, all permitting requirements shall apply, including the requirement to pay for any such permits unless otherwise provided by resolution or ordinance of the Town. A permit may be obtained by or on behalf of the Communications Services Provider having an effective Registration if all permitting requirements of the Town and other provisions of this Chapter are met.
- (h) A Reseller, which by definition does not place or maintain Communications Facilities in the Public Rights-of-Way, is not required to Register with the Town.
 - (a) The Communications Services Provider shall provide the Town annually with a map of all permitted locations as of April 1 of each year.

Sec. 23-05. - Notice of Transfer, Sale or Assignment of Assets.

If a Communications Services Provider transfers, sells or assigns its System or any Facilities located in the Public Rights-of-Way incident to a transfer, sale or assignment of the Communications Services Provider's assets, the transferee, buyer or assignee shall be obligated to comply with the provisions set forth in this Chapter. Written notice of any such transfer, sale or assignment shall be provided by the Communications Services Provider to the Town within thirty (30) days after the effective date of such transfer, sale or assignment. If the transferee, buyer or assignee is not currently Registered with the Town, then the transferee, buyer or assignee must Register as provided in Section 23-04 within sixty (60) days of the effective date of such transfer, sale or assignment. If any applications for Division 2 Permits are pending under the Communications Services Provider's name as of the date the Town receives written notice of the transfer, sale or assignment, then the Town shall consider the transferee, buyer or assignee as the new applicant unless otherwise notified by the Communications Services Provider.

Sec. 23-06. - Rules, Regulations and General Conditions to Placement of Communications Systems and Facilities in the Public Right-of-Way.

As a condition of allowing the placement or maintenance of a Communications System or any Communications Facility in the Public Rights-of-Way, and under additional authority granted pursuant to Chapter 337, Florida Statutes, the Town hereby imposes the following rules, regulations and general conditions. Unless otherwise provided in this Chapter 23, these rules, regulations and general conditions shall apply to all Communications Services Providers,

including those that are Pass-through Providers irrespective of whether they place and maintain only conduit, dark fiber or Pass-Through Facilities.

(a) *Rules on Utilization of the Public Rights-of-Way.*

- (1) *Compliance with Laws.* A Communications Services Provider shall at all times be in full compliance with and abide by all applicable Federal, State and local laws, codes and regulations in placing or maintaining a Communications System and Facilities in the Public Rights-of-Way.
- (2) *Due Care.* A Communications Services Provider shall use and exercise due caution, care and skill in performing work in the Public Rights-of-Way and shall take all reasonable steps to safeguard work site areas.
- (3) *Permits.* A Communications Services Provider shall not commence to place or maintain a Communications Facility in Public Rights-of-Way until all applicable permits have been issued by the Town and other appropriate authority, except in the case of an emergency. The term "emergency" shall mean a condition that affects the public's health, safety or general welfare, which includes an unplanned out-of-service condition of a pre-existing service. The Communications Services Provider shall provide prompt notice to the Town of the placement or maintenance of a Communications Facility in the Public Rights-of-Way in the event of an emergency and shall, after-the-fact, be required to submit plans and Record Drawings and As-Built Surveys, if required by the Town Manager, showing the placement or relocation of a Communications Facility undertaken in connection with the emergency.
- (4) *Application for Development Permit.* Section 23 shall control the permitting process for small and micro wireless facilities. Prior to the issuance of a Development Permit to allow the placement or maintenance of a Communications System or Facility in the Public Rights-of-Way, the Town has the right to first review and consider and the Communications Services Provider shall provide all of the following:
 - a. The expected dates and times when the Facility will be installed and the estimated time needed for construction and placement of the proposed Facility;
 - b. The location of the proposed Facility, the Public Rights-of-Way affected and a description of the Facility, including the type of Facility (e.g. conduit, fiber, twisted pair, etc.), the number of fibers or other cable being installed, and the approximate size of the Facility (e.g. length, height, width and diameter); and
 - c. Plans, surveys, schematics (including cross section layout), drawings, photographs, photographic simulations, visual impacts from road, trail, residence, or easement, colors of materials being used, manufacturer specifications (including noise), landscape plan, and a written explanation of undergrounding prepared by a qualified engineer or technician showing where the Facility is proposed to be located in the Public Rights-of-Way and showing any known Communications Facilities or utility facilities in such Public Rights-of-Way.

- (5) *Revised Plans.* If the plans or drawings submitted showing the proposed location for installation of the Facility in the Public Rights-of-Way require revision for any reason prior to commencing construction, the Communications Services Provider shall promptly submit revised plans and drawings to the Town Manager.
 - (6) *Power to Restrict Area.* To the extent not otherwise prohibited by State or Federal law, the Town shall have the power to prohibit or limit the placement of new or additional Communications Facilities within a particular area of the Public Rights-of-Way and deny the issuance of a Development Permit.
 - (7) *Limited Purpose of Development Permit.* A Development Permit issued by the Town constitutes authorization to undertake only certain activities in Public Rights-of-Way in accordance with this Chapter, and does not create any property right or other vested interest, or grant authority to impinge upon the rights of others who may have an interest in the Public Rights-of-Way. Development Permits shall be granted only for specific routes or locations in the Public Rights-of-Way and for such term as described in the permit. The Town's issuance of a Development Permit shall not be construed as a warranty that the placement of any Communications Facility is in compliance with applicable codes, regulations or laws.
 - (8) *Responsibility for Contractors.* Every Communications Services Provider that is Registered with the Town shall be liable for the actions of contractor(s) hired by them to perform the placement or maintenance of Facilities in the Public Rights-of-Way and shall be responsible for making sure that such contractor meets and complies fully with the rules, regulations and general conditions set forth in this Chapter.
- (b) *Regulations on the Placement or Maintenance of Communications Facilities.*
- (1) *Provision and Form of Record Drawings and As-Built Surveys.* Within forty-five (45) days after completion of any placement or maintenance of a Communications Facility in the Public Rights-of-Way, the Communications Services Provider shall provide the Town with Record Drawings showing the final location of such Facility in the Public Rights-of-Way. Upon request by the Town Manager, the Communications Services Provider shall also provide the Town with As-Built Surveys within forty-five (45) days after completion of any placement or maintenance of a Communications Facility in the Public Rights-of-Way. The Record Drawings and As-Built Surveys shall be provided to the Town at no cost.
 - (2) *Production and Filing of As-Built.* Every Communications Services Provider that is Registered with the Town shall produce and keep on file at its principal place of business an accurate and complete set of As-Built of all Facilities placed and maintained in the Public Rights-of-Way. The location and identification of Facilities and the production of As-Built shall be at the sole expense of the Communications Services Provider. Within thirty (30) days of any written request by the Town Manager, the Communications Services Provider must provide to the Town, at no cost, copies of complete sets of As-Built for the indicated Public Rights-of-Way. The failure of the Communications Services Provider to produce, keep on file, or provide to the Town As-Built as required under this Chapter is

sufficient grounds for the Town to deny the issuance of Development Permits in the future.

- (3) *Removal of Facilities Placed Without Permit.* Any Communications Facilities placed in the Public Rights-of-Way by the Communications Services Provider without first having obtained the required Development Permits shall be removed within thirty (30) days of written notice by the Town to remove the same and in default of compliance with such notice, such Facilities may be removed by order of the Town Manager and the cost of removal shall be borne and paid by the Communications Services Provider upon demand.
- (4) *Underground.* The placement or maintenance of all Communications Facilities shall be underground unless otherwise approved in writing by the Town Manager. Communications Facilities shall be placed between the property line and the curb line of all streets and avenues and shall not be within the roadway or the roadway recovery area unless specifically approved in writing by the Town Manager. All Communications Facilities shall have consistent alignment parallel with the edge of pavement, a thirty-six inch (36") depth of cover for and shall have two feet (2') of horizontal clearance from other underground utilities and their appurtenances. Where approved by the Town Manager, Facilities to be placed in the street shall be laid according to the permanent grade of the street and at a depth below the surface of the permanent grade as each is determined by the Town Manager.
- (5) *Above-Ground Approval.* The placement or maintenance of Facilities above-ground, including new poles and aerial wires, is subject to written approval by the Town Manager. Attachment to any pole or other above-ground structure must be pursuant to a valid and effective pole attachment agreement or similar instrument. Location on any pole or other above-ground structure shall not be considered a vested interest of the Communications Services Provider and such poles or structures, if owned by the Communications Services Provider, shall be removed or modified by the Communications Services Provider at its own expense whenever the Town or other governmental authority determines that the public convenience would be enhanced thereby. The lowest placement of any Communications Facility on any pole or other above-ground structure in the Public Rights-of-Way shall not be less than eighteen (18) feet from the ground. The Communications Services Provider shall, at such time as the electric utility facilities or other Communications Facilities are placed underground or are required by the Town to be placed underground, concurrently place its Communications Facilities underground without cost to the Town.
- (6) *New Poles or Above-Ground Structures.* The placing of any new pole or other above-ground structure to support Communications Facilities is subject to the approval of the Town Manager and shall be done under the supervision of the Town Manager or his designee. No such pole or other above-ground structure shall be placed in any gutter or drainage area and must be behind the curb to avoid damage to any sidewalk. In areas of the Town where either electric utility wires or other Communications Facilities are above ground and such facilities are moved, either voluntarily or at the direction of the Town, to a new pole or other above-ground structure, the Communications Services Provider shall likewise move all its above-ground Facilities on such poles or structures to such new pole or structure within

thirty (30) days after receipt of written notice from either the Town or the owner of the new pole or structure, without cost to the Town.

- (7) *Placement and Maintenance Standards.* The placement or maintenance of Communications Facilities in the Public Rights-of-Way shall be performed in accordance with standards and requirements of the following, as is applicable and as each is in force at the time of the respective placement or maintenance of a Communications System or Facility:
 - a. The Florida Department of Transportation Utilities Accommodation Guide;
 - b. The State of Florida Manual of Uniform Minimum Standards for Design Construction and Maintenance for Streets and Highways;
 - c. The Trench Safety Act (Chapter 553, Florida Statutes);
 - d. The Underground Facility Damage Prevention and Safety Act (Chapter 556, Florida Statutes);
 - e. The National Electrical Code or the ANSI National Electrical Safety Code; and
 - f. The "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States.
- (8) *Sunshine State One-Call.* Every Communications Services Provider shall utilize, and if permissible, maintain membership in the utility notification one call system administered by Sunshine State One-Call of Florida, Inc.
- (9) *Safety and Minimal Interference.* All placement and maintenance of Communication Facilities in the Public Rights-of-Way shall be subject to the Town Code and other regulations of the Town pertaining thereto, and shall be performed with the least possible interference with the use and appearance of the Public Rights-of-Way and the rights and reasonable convenience of the property owners who abut or adjoin the Public Rights-of-Way and in compliance with the rules and regulations of the Florida Department of Transportation. The Communications Services Provider shall at all times employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury or be a nuisance to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. All placement and maintenance shall be done in such a manner as to minimize to the greatest extent any interference with the usual travel on such Public Rights-of-Way. The use of trenchless technology (i.e., microtunneling and horizontal directional drilling techniques) for the installation of Communications Facilities in the Public Rights-of-Way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and should be employed wherever and whenever feasible.
- (10) *Correction of Harmful Conditions.* If, at any time, the Town or other authority of competent jurisdiction reasonably determines that any Communications Facility is, or has caused a condition that is, harmful to the health, safety or general welfare of any Person, then the Communications Services Provider shall, at its own expense, promptly correct or eliminate all such Facilities and conditions. In an emergency, as determined by the Town Manager, when the Communications Services Provider is not immediately available or is unable to provide the necessary immediate repairs

to any Communications Facility that is damaged or malfunctioning, or has caused a sunken area or other condition and, in the Town Manager's sole discretion, is deemed a threat to public safety, then the Town, when apprised of such an emergency, shall have the right to remove, make repairs to or eliminate same with the total cost being charged to and paid for by the Communications Services Provider upon demand.

- (11) *Remedy of Hazardous Conditions.* If, at any time, a condition exists that the Town or other authority of competent jurisdiction reasonably determines is an emergency that is potentially hazardous or life threatening to any person or is a threat to the health or safety of the general public, and to remedy such condition the Town or other authority of competent jurisdiction reasonably determines that a Communications Services Provider must temporarily relocate or temporarily shut off service or transmissions through a specific Facility, then the Town, as an appropriate exercise of its police powers, may order the Communications Services Provider to immediately perform such temporary relocation or shut off until the condition has been remedied, and to do so at its own expense and without liability to or recourse against the Town. In such an emergency, when the Communications Services Provider is not immediately available or is unable to provide the necessary immediate relocation or shut off of the specific Communications Facility, then the Town shall have the right to perform, or cause to be performed, such temporary relocation or shut off until the condition has been remedied with the total cost being charged to and paid for by the Communications Services Provider upon demand.
- (12) *Interference with Other Facilities.* A Communications Services Provider shall not, in violation of any applicable laws or regulatory standards, design, place or maintain its Communications Facilities in a manner that will interfere with the signals or facilities of any municipal or county police, fire or rescue department, the facilities of any public utility, or the Communications Facilities of another Communications Service Provider, including any cable service provider.
- (13) *Relocation or Removal of Facilities.* Except in cases of emergency, a Communications Services Provider, at its own expense, shall:
 - a. Upon thirty (30) days written notice, relocate or remove, as specified in said notice, its Communications Facility in the event the Town finds that the particular Facility is unreasonably interfering in some way with the convenient, safe or continuous use, or the maintenance, improvement, extension or expansion of any Public Rights-of-Way. The Town shall provide the Communications Services Provider with a notice and order as provided for in Section 337.404 of the Florida Statutes, or any subsequently enacted law of the State of Florida, in the event it charges the Communications Services Provider for the cost and expense of relocating or removing such Facility pursuant to this paragraph.
 - b. Within a reasonable period of time from the date of written notice from the Town, but not more than one hundred twenty (120) days thereafter, relocate or remove, as specified in said notice, its Communications Facility in the event the Town Manager determines it necessary for the construction, completion, repair, relocation or maintenance of a Town project, because the particular Communications Facility is interfering with or adversely

affecting the proper operation of street light poles, traffic signals, or any communications system belonging to the Town or an agency thereof or because the particular Communications Facility is interfering with the signals or facilities of **any public safety agency** or any municipal public utility. In the event the Town issues any such written notice to the Communications Services Provider pursuant to this paragraph, and the Communications Services Provider fails to cause the aforementioned relocation or removal as required herein, the Town shall be entitled to relocate or remove such Facilities without further notice to the Communications Services Provider and the total cost and expense shall be charged to the Communications Services Provider.

- (14) *Temporary Raising or Lowering of Facilities.* A Communications Services Provider, upon request of any Person holding a validly issued building or **development** permit from the Town to temporarily encroach on or perform moving operations in or across the Public Rights-of-Way, shall temporarily raise or lower its Communications Facilities to accommodate such temporary encroachment or move. The expense of such temporary raising or lowering of Facilities shall be paid by the Person requesting the same, and the Communications Services Provider shall have the authority to require such payment in advance. The Communications Services Provider shall be given not less than twenty (20) days advance written notice from such Person to arrange for the temporary relocation, which notice must detail the time and location of the permitted activity, and not less than twenty-four (24) hours advance notice from the permit holder advising of the actual operation. The Town is not subject to, nor shall it be liable for, any such expense or notice requirement for the moving of houses or structures performed by the Town or its contractors.
- (15) *Coordination.* In an effort to minimize the adverse impact on the Public Rights-of-Way and other municipal improvements, a Communications Services Provider may be required by the Town Manager to coordinate the placement or maintenance of its Facilities with any work, construction, installation in or repairs of the subject Public Rights-of-Way or other Facilities therein that is occurring or is scheduled to occur within a reasonable time from application for a Development Permit as determined by the Town Manager. Every Communications Services Providers shall make space in its trench and/or conduit within the Public Rights-of-Way available to other providers consistent with the federal requirements of 47 U.S.C. 224. Every Communications Services Provider shall utilize existing conduits, pathways and other Facilities whenever possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways or other Facilities, whether in the Public Rights-of-Way or on privately-owned property, until written approval is obtained from the Town or other appropriate governmental authority, and, where applicable, from the private property owner.
- (16) *Co-location and Joint Use.* A Communications Services Provider, in an effort to minimize the adverse impact on the useful life of the Public Rights-of-Way, shall, whenever possible, enter into joint use agreements with the Town and other parties who have Registered with, or who are expressly authorized by, the Town to use its Public Rights-of-Way; provided that the terms of such agreements are satisfactory

to the Communications Services Provider. Nothing herein contained shall mandate that the Communications Services Provider enter into joint use agreements with parties other than the Town or an agency of the Town. However, prior to placement of any new or additional underground conduit in the Public Rights-of-Way, a Communications Services Provider is required to certify in writing to the Town Manager that it has made appropriate inquiry to all existing utilities and other entities possessing a right to occupy the Public Rights-of-Way as to the availability of existing or planned conduit that the particular Communications Services Provider could reasonably utilize to meet its needs, and that no such conduit is available or planned at a reasonable cost by any other entity on the time schedule reasonably needed. The Communications Services Provider shall not be permitted to perform any placement or maintenance of Facilities in those segments of the Public Rights-of-Way where there exists vacant or available conduit, dark fiber or surplus fiber owned by the Town, an agency of the Town or another governmental body which is or, through a reasonable amount of effort and expense, can be made compatible with the Communications Services Provider's System or network. Under such circumstances the Communications Services Provider shall have the opportunity to enter into a use agreement or lease arrangement with the Town or an agency of the Town at or below reasonable and prevailing market rates for such conduit or fiber or, where owned by another governmental body, shall, in good faith, first exhaust all means of obtaining use of such conduit or fiber before applying for an Division 2 Permit from the Town.

- (17) *Maintenance-of-Traffic.* In the event that placement or maintenance of Communications Facilities conducted by the Communications Services Provider requires streets or traffic lanes to be closed or obstructed, the Communications Services Provider must, pursuant to the requirements of existing or subsequently enacted Town ordinances, obtain all necessary permits from Town, and shall obtain approval of its maintenance-of-traffic plan from the Town Manager.
- (18) *Restoration of the Public Rights-of-Way.* After completion of any placement or maintenance of a Communications Facility in the Public Rights-of-Way or each phase thereof, the Communications Services Provider shall, at its own expense and in a manner reasonably acceptable to the Town, restore without delay the Public Rights-of-Way so disturbed to its original condition immediately prior to the placement or maintenance work. If the Communications Services Provider fails to make such restoration within thirty (30) days following the completion of such placement or maintenance, the Town may perform such restoration and charge the costs of the restoration to the Communications Services Provider in accordance with Section 337.402, Florida Statutes, as it may be amended. The Communications Services Provider shall, to the satisfaction of the Town Manager, maintain and correct any restorations made pursuant hereto for a period of twelve (12) months following the date of its completion. Failure to comply with this subsection shall be deemed sufficient grounds for denial of any future Development Permits for the placement or maintenance of Communications Facilities.

- (c) *General Conditions on the Utilization of the Public Rights-of-Way and the Placement or Maintenance of Communications Facilities.*

- (1) *Town Not Liable.* Except for acts of willful misconduct or gross negligence and to the extent permitted by applicable law, neither the Town nor its officials, boards, commissions, consultants, agents, employees or independent contractors shall have any liability to the Communications Services Provider for any claims for any damages, costs, expenses or losses resulting from the Town's breakage, removal, alteration or relocation of any Facilities of any Communications Services Provider which arose out of or in connection with any emergency or disaster situation or was, in the sole discretion of the Town Manager, deemed necessary to facilitate any public works project, public improvement, alteration of a Town structure, change in the grade or line of any Public Rights-of-Way, or the elimination, abandonment or closure of any Public Rights-of-Way or was found by Town Commission to be in the best interest of the health, safety or general welfare of the public; nor shall any charge be made by the Communications Services Provider against the Town for any damages, costs, expenses or losses related thereto.
- (2) *No Exemption from Permits.* Nothing in this Chapter shall exempt any Communications Services Provider from obtaining Development Permits for work done within the Public Rights-of-Way.
- (3) *Subject to Police Powers.* The rights of the Communications Services Provider shall be subject to all lawful exercise of police power by the Town, and to such other reasonable regulation of the Public Rights-of-Way as the Town shall hereafter by resolution or ordinance provide in the interest of the health, safety and general welfare of the public. Any inconsistency or ambiguity between the provisions of this Chapter 23 and any lawful exercise of the Town's police power shall be resolved in favor of the latter.
- (4) *Town Inspection.* The Town shall have the right to make such inspections of a Communications System or Facilities placed or maintained in the Public Rights-of-Way as it finds necessary to ensure compliance with this Chapter. This Chapter shall not be construed to create or hold the Town responsible or liable for any damage to persons or property by reason of any inspection by the Town of the placement or maintenance of a Communications System or Facility as authorized herein or failure by the Town to so inspect.
- (5) *Access to Manholes.* The Town, in the proper exercise of its municipal powers and duties with respect to the Public Rights-of-way, shall have access at any time to all hand holes and manholes in the Town belonging to a Communications Services Provider. Before accessing any manhole, the Town will make a reasonable good faith effort to provide the Communications Services Provider prior notice to afford an opportunity to have trained personnel present, unless determined by the Town to be an emergency situation.
- (6) *Compatibility, Capacity and Interference Issues.* To properly manage and control the use of the Public Rights-of-Way, and to protect the health, safety and general welfare of the public, the Town, in its legislative and regulatory role, shall be the final authority on permitting a Communications System or Facility to be placed in the Public Rights-of-Way and shall exercise such authority in a non-discriminatory manner. It shall be in the sole discretion of the Town Attorney whether an easement is compatible with or allows for its use by a Communications System or Facility. It shall be in the sole discretion of the Town Manager, based on the nature, design,

size, configuration or proposed location of any Communications System or Facility, whether there is sufficient Capacity in a particular section of the Public Rights-of-Way or whether such System or Facility will interfere with the Facilities or equipment of any municipality, county, public utility, cable operator, or other Communications Service Provider.

- (7) *No Warranty of Fitness or Suitability.* The Town makes no express or implied warranties or representations regarding the fitness, suitability, or availability of the Public Rights-of-Way for any Communications System or Facility or its right to authorize the placement or maintenance of any Communications System or Facility in the Public Rights-of-Way. Any performance of work, costs incurred or services rendered by a Communications Services Provider shall be at such Provider's sole risk. Nothing in this Chapter shall affect the Town's authority to acquire or add Public Rights-of-Way, or to vacate or abandon Public Rights-of-Way as provided for in the Town Code or applicable law. The Town makes no express or implied warranties or representations regarding the availability of any acquired, added, vacated or abandoned Public Rights-of-Way for a Communications System or Facility.
- (8) *Annexations.* Upon the annexation of any territory to the Town of Belleair, the provisions of this Chapter and the rules, regulations and general conditions contained herein shall extend to the territories so annexed; and all Facilities placed, maintained, owned or operated by any Communications Services Provider extending into or already located in the Public Rights-of-Way of the territory so annexed, shall thereafter be subject to all terms hereof, as the same may be amended from time to time.

Sec. 23-07. - Duty to Notify Town of Resellers; Conditional Use of Public Rights-of-Way.

Within thirty (30) days of any Registered Communications Services Provider using its Facilities to carry the Communication Services of any Reseller, such Communications Services Provider shall notify the Town of the name and address of such Reseller. A Reseller's lease, interconnection or other use of Facilities belonging to a Communications Services Provider duly Registered in accordance with Section 23-04 and properly permitted to place or maintain its Facilities in the Public Rights-of-Way, does not, and shall not, afford such Reseller any right, claim or cause of action to impede the lawful exercise of the Town's rights or police powers, including, but not limited to, requiring the Registered Communications Services Provider to remove such Facilities from the Public Rights-of-Way.

Sec. 23-08. - Wireless Facilities.

- (a) *Generally.* The placement of telecommunication towers and antennae anywhere in the corporate limits of the Town shall in all cases be subject to the Town's zoning and land use regulations, including those set forth in Section 74-283 in the Town's Land Development Code, which is a part of the Town Code. Where placement of a wireless antenna in the Public Rights-of-Way has been approved by the Town and to the extent not inconsistent with any Town zoning and land use regulations, a wireless antenna attached to a permitted

and legally maintained vertical structure in the Public Rights-of-Way, such as a light pole or utility pole, shall, unless otherwise agreed to by the Town in writing:

- (1) Not extend more than 10 feet above the highest point of the vertical structure;
- (2) Not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation or law;
- (3) Comply with any applicable Federal Communications Commission Emissions Standards;
- (4) Comply with any applicable local building codes in terms of design, construction and installation; and
- (5) Not contain any commercial advertising thereon.

(b) *Small Wireless Facilities in Public Rights-of Way.* The Town hereby adopts the following rules that will apply to the Collocation of Small Wireless Facilities In Public Rights-of-Way for all Applications filed on or after July 1, 2017:

- (1) *General Conditions.* Applicants seeking permission to Collocate or install Small Wireless Facilities within Public Rights-of-Way shall comply with the registration, insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, Town liability, and Town warranties provisions contained in this Chapter 23; provided, however, that the review timeframes and denial criteria of this Subsection 23-08(b) shall control.

- (2) *Filing, Review, and Processing of Applications.* The Town shall accept Applications for permits and shall process and issue permits for the Collocation of Small Wireless Facilities In Public Rights-Of-Way subject to the following requirements:

- a. Prior to filing any such application, the applicant shall notify the Town and schedule a pre-application conference for the purpose of notifying and disclosing all information relevant to the Town's assessment of any application to be filed hereunder. No such application may be filed until the pre-application meeting has been scheduled and conducted. The pre-application meeting shall be scheduled and held at least fourteen (14) days prior to the filing of any such application.

- b. The Applicant shall as a part of its Application provide information necessary to demonstrate the applicant's compliance with the applicable provisions of Chapter 23 for the placement of Small Wireless Facilities in the locations identified in the Application, and shall bear the burden of demonstrating compliance therewith.

- c. Within 14 days after the date of filing the Application, the Town may request that the proposed location of a Small Wireless Facility be moved to another location in the right-of-way and placed on an alternative Town Utility Pole or support structure or may place a new Utility Pole. The Town and the Applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the Applicant, the Applicant must notify the Town of such acceptance and the Application shall be deemed granted for any new location for which there

is agreement and all other locations in the Application. If an agreement is not reached, the Applicant must notify the Town of such nonagreement and the Town must grant or deny the original Application within 90 days after the date the Application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

- d. The Town hereby limits the height of a Small Wireless Facility to 10 feet above the Utility Pole or structure upon which the Small Wireless Facility is to be collocated. Unless waived by the Town, the height for a new Utility Pole is limited to the tallest existing Utility Pole as of July 1, 2017, located in the same Public Right-Of-Way, other than a Utility Pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the Small Wireless Facility. If there is no Utility Pole within 500 feet, the Town shall limit the height of the Utility Pole to 50 feet.
- e. Within 14 days after receiving an Application, the Town must determine and notify the Applicant by electronic mail as to whether the Application is complete. If an Application is deemed incomplete, the Town must specifically identify the missing information. An Application is deemed complete if the Town fails to provide notification to the Applicant within 14 days.
- f. The Town shall process all Applications on a nondiscriminatory basis. If the Town fails to approve or deny a complete application within 60 days after receipt of the Application, the Application is deemed approved. If the Town does not use the 30-day negotiation period provided herein., the parties may mutually agree to extend the 60-day Application review period. The Town shall grant or deny the Application at the end of the extended period.
- g. A permit issued pursuant to an approved application shall remain effective for 1 year unless extended by the Town.
- h. The Town shall notify the Applicant of approval or denial by electronic mail. The Town shall approve a complete Application unless it does not meet the applicable provisions of this Chapter 23.
- i. If the Application is denied, the Town shall specify in writing the basis for denial, including the specific code provisions on which the denial is based, and shall send the documentation to the Applicant by electronic mail on the day the Town denies the Application.
- j. The Applicant may cure the deficiencies identified by the Town and resubmit the Application within 30 days after notice of the denial is sent to the Applicant. Failure by the Applicant to timely resubmit the Application shall result in a final denial of the Application. The Town shall approve or deny a timely filed revised Application within 30 days after receipt or the Application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.
- k. An Applicant seeking to Collocate Small Wireless Facilities within the Town's boundaries may, at the Applicant's discretion, file a consolidated

application with the Town and receive a single permit for the Collocation of up to 30 Small Wireless Facilities. If the Application includes multiple Small Wireless Facilities, the Town may separately address Small Wireless Facility Collocations for which incomplete information has been received or which are denied.

- l. The Town may deny a proposed Collocation of a Small Wireless Facility In The Public Rights-of-Way if the proposed Collocation:
 - (i) Materially interferes with the safe operation of traffic control equipment.
 - (ii) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
 - (iii) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
 - (iv) Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual.
 - (v) Fails to comply with applicable codes and the applicable provisions of this Chapter 23.
 - m. Notwithstanding anything to the contrary contained herein, the Town may reserve space on Town Utility Poles for future public safety uses. If replacement of a Town utility pole is necessary to accommodate the collocation of the Small Wireless Facility and the future public safety use, the pole replacement is subject to the make-ready provisions of this ordinance and the replaced pole shall accommodate the future public safety use.
 - n. A structure granted a permit and installed pursuant to this subsection 23-08 (b) shall comply with chapter 333, Florida Statutes, and federal regulations pertaining to airport airspace protections.
 - o. The Town does not require approval or fees for
 - (i) Routine maintenance,
 - (ii) Replacement of existing Wireless Facilities with substantially similar Wireless Facilities, or
 - (iii) Installation, placement, maintenance, or replacement of Micro Wireless Facilities that are suspended on cables strung between existing Utility Poles in compliances with applicable codes by or for a Communications Services Provider authorized to occupy the Public Rights of-Way and who is remitting taxes under Chapter 202, Florida Statutes.
- (3) *Collocation of Small Wireless Facilities on Town Utility Poles.* Collocation of small wireless facilities on Town utility poles is subject to the following requirements:
- a. The Town shall not enter into an exclusive arrangement with any Person for the right to attach equipment to Town Utility Poles.
 - b. The rates and fees for Collocations on Town Utility Poles must be nondiscriminatory, regardless of the services provided by the collocating person.

- c. The Town hereby levies, establishes, and sets an annual rate that shall be paid by all those Applicants who file an Application to Collocate Small Wireless Facilities on Town Utility Poles in the amount of \$150 per pole per year. The initial payment shall be made as a condition of the granting of the permit, with remaining annual payments to be made in all subsequent years on the same date.
- d. Agreements between the Town and Wireless Providers that are in effect on July 1, 2017, and that relate to the Collocation of Small Wireless Facilities in the right-of-way, including the Collocation of Small Wireless Facilities on Town Utility Poles, remain in effect, subject to applicable termination provisions. The Wireless Provider may accept the rates, fees, and terms established under this subsection for Small Wireless Facilities and Utility Poles that are the subject of an application submitted after the rates, fees, and terms become effective.
- e. For a Town Utility Pole that supports an aerial facility used to provide Communications Services or Electric Service by another, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.
- f. For an Town utility pole that does not support an aerial facility used to provide communications services or electric service by another, the Town shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Collocation, including necessary pole replacement, within 60 days after receipt of a complete Application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the Applicant. Alternatively, the Town may require the Applicant seeking to collocate a Small Wireless Facility to provide a make-ready estimate at the Applicant's expense for the work necessary to support the Small Wireless Facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a Utility Pole that is substantially similar in color and composition. The Town may not condition or restrict the manner in which the Applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered Utility Pole shall remain the property of the Town.
- g. The Town may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to Communications Services Providers

other than Wireless Services Providers for similar work and may not include any consultant fee or expense.

- (4) *Placement of Utility Poles In the Public Rights-of-Way In Support of Collocation of Small Wireless Facilities.* A Wireless Infrastructure Provider may apply to the Town to place Utility Poles In The Public Rights-of-Way to support the Collocation of Small Wireless Facilities. The Application must include an attestation that Small Wireless Facilities will be collocated on the Utility Pole or structure and will be used by a Wireless Services Provider to provide service within 9 months after the date the Application is approved by the Town. The Town shall accept and process the Application in accordance with Subsection 23-08(b) and any applicable codes and other local codes governing the placement of Utility Poles In The Public Rights-of-Way.
- (5) *Application and Enforcement of Historic Preservation Zoning Regulations.* Consistent with preservation of local zoning authority under 47 U.S.C. s. 332(c)(7), the requirements for facility modifications under 47 U.S.C. s. 1455(a), and the National Historic Preservation Act of 1966, as amended, this Subsection 23-08(b) is subject to the provisions of Section 74-332, Town Code, Historic Preservation.
- (6) *Prohibited Collocations, Attachments, Installations, and Services Not Authorized by Subsection 23-08(b).* This subsection 23-08(b) does not authorize, and the Town hereby prohibits, the following:
 - a. This Subsection 23-08(b) does not authorize a Person to Collocate or attach Wireless Facilities, including any Antenna, Micro Wireless Facility, or Small Wireless Facility, on a privately owned Utility Pole, a Utility Pole owned by an electric cooperative or a municipal electric utility, a privately owned Wireless Support Structure, or other private property without the consent of the property owner.
 - b. The approval of the installation, placement, maintenance, or operation of a Small Wireless Facility pursuant to this Subsection 23-08(b) does not authorize the provision of any voice, data, or Video Services or the installation, placement, maintenance, or operation of any Communications Facilities other than Small Wireless Facilities In The Public Right-of-Way.
 - c. This Subsection 23-08(b) does not affect provisions relating to Pass-Through Providers contained in this Ordinance and contained in Section 337.401(6), Florida Statutes.
 - d. This Subsection 23-08(b) does not apply to the installation, placement, maintenance, or replacement of Micro Wireless Facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such Collocation or construction shall be only as provided by the Town's underground utilities ordinance.
 - e. This Subsection 23-08(b) does not authorize a Person to Collocate Small Wireless Facilities or Micro Wireless Facilities on a Town Utility Pole or erect a Wireless Support Structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association. This paragraph does not apply to the

installation, placement, maintenance, or replacement of Micro Wireless Facilities on any existing and duly authorized aerial communications facilities.

(7) *Minimum Objective Design Standards for At-Grade Facilities, Below-Grade Facilities, Wireline Facilities, and Utility Poles.*

- a. Intent and purpose. At-Grade Facilities, Below-Grade Facilities, Wirelines Facilities, and Utility Poles shall be designed in such a manner to ensure such Facilities and Utility Poles are Placed in a safe location that do not interfere with the traveling public, and shall be designed to maximize compatibility with the surrounding neighborhood and to minimize any negative visual impact on the surrounding neighborhood. As used in this Section, the term Facility shall be used to collectively refer to At-grade Facilities, Below-grade Facilities, and Wireline Facilities. The following design standards shall apply, unless waived.
- b. Stealth design. Utility Poles shall be made of substantially the same material, color, and design as other Utility Poles within the same Public Rights-of-way, however, a Utility Pole made of a steel, concrete, or fiberglass, and of a neutral color, shall not require a waiver regardless of the material and color of other Utility Poles within the same Public Rights-of-way. A repurposed structure shall be of substantially similar design, material, and color of the existing structure being replaced by the repurposed structure. The repurposed structure shall be located in approximately the same location as the existing structure. The repurposed structure shall continue to serve its primary function. If the Town has a planned future project to replace Utility Poles in the subject Public Rights-of-way, the Repurposed Structure shall conform to the Town's updated design, material, and color.
- c. Concealment. A proposed Facility and Utility Pole shall utilize the following concealment requirements unless waived.
 - (i) No signage. Registrants shall not place or maintain Signage on any Facility within Public Rights-of-way, unless otherwise required by State or federal laws or regulations.
 - (ii) Lighting. A Facility shall not have any type of lighted signal, lights, or illuminations unless required by an applicable State or federal laws or regulations or as permitted by the Town.
 - (iii) At-Grade Facilities shall be located in areas with existing foliage or other aesthetic features to obscure the view of the At-grade Facilities or shall be designed to appear similar to other at-grade facilities in the same Public Rights-of-way. Any additional plantings proposed pursuant to this Subsection shall be approved by the Town as provided by the Town's Master Landscape Plan.
- d. Color. Antennas, brackets (mounting), cabling, shrouds, risers, conduit and any other ancillary equipment shall match the color of the equipment and utility poles (including the fiber termination enclosure). All colors shall be uniform to one another, including the utility pole.

- e. Forethought in cabling. Communications Service Providers shall remove excess service cable slack and/or loops. Providers shall also use shrouds, risers, or conduit to reduce the appearance of cluttered or tangled cabling. In some instances, installation practices such as using equipment enclosures with specific port locations, or crossing wires below a down-facing port on an equipment enclosure, can reduce the likelihood that cabling will appear cluttered or bend outward from the pole and further away from the enclosure.
- f. Noise. Per Section 74-484, no noise generated by a Small or Micro Wireless Facility (or its ancillary equipment) shall exceed 60 decibels.
- g. Maximum height restrictions. A Utility Pole intended to support the Collocation of Small Wireless Facilities is limited to the tallest existing Utility Pole as of July 1, 2017, located in the same Town Public Rights-of-way, other than a Utility Pole for which a waiver has previously been granted, measured from grade in place within five hundred (500) feet of the proposed location of the Utility Pole intended to support the Collocation of Small Wireless Facilities. If there is no Utility Pole within five hundred (500) feet, the Utility Pole intended to support the Collocation of Small Wireless Facilities shall be limited to fifty (50) feet. The Small Wireless Facility, including any attached Antennas, shall not exceed ten (10) feet above the Utility Pole intended to support the Collocation of Small Wireless Facilities.
- h. Location context. A proposed Utility Pole shall utilize the following location context requirements:
 - (i) Installation at outermost boundary of Public Rights-of-way. At-grade Facilities and Utility Poles shall be Placed at the farthest distance practicable from the edge of pavement unless there is a designated corridor within the Public Rights-of-way.
 - (ii) Equidistant requirement. Utility Poles are strongly encouraged to be Placed equidistant between existing Utility Poles, if any, within the Public Rights-of-way.
 - (iii) Common property line. For Placement within Residential Blocks, Utility Poles are strongly encouraged to be Placed at the common property line of the Parcels that Abut the Public Rights-of-way.
 - (iv) Prohibition against placement that significantly impairs view from principal structures within Residential Blocks. At-grade Facilities and Utility Poles, shall be Placed such that views from principal structures within Residential Blocks are not significantly impaired.
 - (v) Prohibition against Placement in location where facilities are placed underground. At-grade Facilities, aerial Wireline Facilities, and Utility Poles in the Public Rights-of-way shall comply with undergrounding requirements of the Town that prohibit aboveground structures in the Public Rights-of-way.
- i. Compliance with Land Development Code. A proposed utility pole must also simultaneously apply for and obtain necessary land use approvals in accordance with the procedures of Section 74-284 of the Town's Land

(8.) *Minimum Objective Design Standards for Small Wireless Facilities*

- a. Intent and purpose. Small Wireless Facilities shall be designated in such a manner that the Small Wireless Facilities are Placed in a safe location that do not interfere with the traveling public, and shall be designed to maximize compatibility with the surrounding neighborhood and to The following objective design standards regulating the location context, color, stealth design, and concealment of the proposed Small Wireless Facility shall apply, unless waived.
- b. Stealth design. All proposed Small Wireless Facilities shall meet one of the following Stealth Design standards, unless waived.
 - (i) Preferred stealth design option 1: No exposed wires or cables; the use of Shrouds; and the use of a slim design wherein the top mounted Antenna does not exceed the diameter of the supporting Utility Pole at the level of the Antenna attachment and side mounted enclosures, if any, do not extend more than thirty (30) inches beyond the exterior dimensions of the existing structure, repurposed structure or Utility Pole at the level of Antenna attachment measured from the edge of the pole to the outermost surface of the Antenna.
 - (ii) Preferred stealth design option 2: No exposed wires or cables; the use of Shrouds; and the use of a street light fixture to camouflage the Small Wireless Facility. Any street light fixture shall be maintained in good working order by the Applicant or pole owner unless the Town accepts maintenance responsibility in writing. If the Town accepts the maintenance responsibility of a street light fixture on an Authority Utility Pole, the ownership of the street light fixture shall transfer to the Town.
 - (iii) Preferred stealth design option 3: No exposed wires or cables; the use of Shrouds; and the use of Wraps.
 - (iv) Color. Antennas, brackets (mounting), cabling, shrouds, risers, conduit and any other ancillary equipment shall match the color of the equipment and utility poles (including the fiber termination enclosure). All colors shall be uniform to one another, including the utility pole.
 - (v) Forethought in cabling. Communications Service Providers shall remove excess service cable slack and/or loops. Providers shall also use shrouds, risers, or conduit to reduce the appearance of cluttered or tangled cabling. In some instances, installation practices such as using equipment enclosures with specific port locations, or crossing wires below a down-facing port on an equipment enclosure, can reduce the likelihood that cabling will appear cluttered or bend outward from the pole and further away from the enclosure.

(vi) Noise. Per Section 74-484, no noise generated by a Small or Micro Wireless Facility (or its ancillary equipment) shall exceed 60 decibels.

c. Concealment. A proposed Small Wireless Facility shall utilize the following concealment requirements unless waived.

(i) Applicants shall not place or maintain Signage on Communications Facilities in Public Rights-of-way, unless otherwise required by applicable State or federal laws or regulations, provided however, that existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.

(ii) A Small Wireless Facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable State or federal laws or regulations or as permitted by the Town.

(iii) Ground-mounted equipment for Small Wireless Facilities shall be located within a ten (10) foot radius of the supporting structure for the Small Wireless Facility and, if possible, in areas with existing foliage or other aesthetic features to obscure the view of the ground-mounted equipment. The ground-mounted equipment shall be designed to appear similar to other at-grade facilities in the same Public Rights-of-way and may be further concealed with additional plantings. Any additional plantings proposed pursuant to this subsection shall be approved by the Town.

d. Maximum height restrictions. A Small Wireless Facility, including any attached Antennas, shall not exceed ten (10) feet above the Existing Structure, Repurposed Structure or Utility Pole upon which the Small Wireless Facility is to be Collocated.

e. Location context. A proposed Small Wireless Facility shall utilize the following location context requirements, unless waived.

(i) Prohibition against Placement within a location subject to Homeowners' Association restrictions. Small Wireless Facilities shall not be Collocated in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a Homeowners' Association unless specifically authorized by the Homeowners' Association. This subsection shall not limit the installation, Placement, Maintenance, or replacement of Micro Wireless Facilities on any existing and duly authorized aerial Wireline Facility.

(ii) Prohibition against Placement in location where facilities are placed underground. Small Wireless Facilities and Utility Poles intended to support the Collocation of a Small Wireless Facility in the Public Rights-of-way shall comply with nondiscriminatory undergrounding requirements of the Town that prohibit aboveground structures in the Public Rights-of-way. Any such requirements may be waived by the Town. This Section does not apply to the installation, Placement, Maintenance, or replacement of

Micro Wireless Facilities on any existing and duly authorized aerial Communications Facilities, provided that once aerial facilities are converted to underground facilities, any such Collocation or Construction shall be only as provided by the Town's Code of ordinances.

(9) *Other Standards Provided by Resolution*

- a. Design preferences. The Commission may, by resolution, later approve design preferences for At-Grade Facilities, Below-Grade Facilities, Wireline Facilities, Utility Poles, and Small Wireless Facilities.
- b. Incentive program. In order to minimize visual impact, the Commission may, by resolution, later approve a program that encourages the placement of wireless facilities at preferred locations and/or may pass incentives that waive parts of this ordinance.

Sec. 23-09. - Revocation or Suspension of Development Permits.

Subject to Section 23-11, the Town may revoke any Development Permit currently issued to a Communications Services Provider for work in the Public Rights-of-Way or suspend the issuance of Development Permits in the future to a Communications Services Provider for, in addition to any other circumstances provided for in this Chapter, one or more of the following reasons:

- (a) A violation of permit conditions, including conditions set forth in the permit, this Chapter 23, and other applicable codes or regulations governing the placement or maintenance of Communications Facilities in the Public Rights-of-Way;
- (b) A misrepresentation or fraud made or committed on the part of the Communications Services Provider in the Registration process or in the application for an Division 2 Permit;
- (c) The failure to properly renew the Registration or the ineffectiveness of Registration; or
- (d) The failure to relocate or remove Communications Facilities as may be required by the Town pursuant to this Chapter 23.

The Town Manager shall provide notice and an opportunity to cure any violation of (a) through (d) above, each of which shall be reasonable under the circumstances.

Sec. 23-10. - Involuntary Termination of Registration.

- (a) The Town may terminate a Registration if:
 - (1) A Federal or State authority suspends, denies, or revokes a Communications Services Provider's certification or license to provide Communications Services;
 - (2) The Communications Services Provider's placement or maintenance of a Communications Facility in the Public Rights-of-Way presents an extraordinary danger to the general public or other users of the Public Rights-of-Way and the

- Communications Services Provider fails to remedy the danger promptly after receipt of written notice;
- (3) The Communications Services Provider ceases to use all of its Communications Facilities in the Public Rights-of-Way and has not complied with Section 23-21 herein; or
 - (4) The Communications Services Provider fails to comply with any of the rules, regulations or general conditions set forth in Section 23-06 herein.
- (b) Prior to termination of a Registration, the Communications Services Provider shall be notified by the Town Manager with a written notice setting forth all matters pertinent to the proposed termination, including which of (1) through (4) above is applicable as the reason therefore. The Communications Services Provider shall have thirty (30) days after receipt of such notice within which to eliminate the reason or within which to present a plan, satisfactory to the Town Manager, to accomplish the same. If not eliminated or if the plan presented is rejected, the Town Manager shall provide written notice of such rejection to the Communications Services Provider and a final determination to terminate Registration. A final determination to terminate Registration may be appealed in accordance with the procedures set forth in Section 23-11.
- (c) In the event of termination, following any appeal period, the Communications Services Provider formerly Registered shall: (1) notify the Town of the assumption or anticipated assumption by another registrant of ownership of the Communications Services Provider's Facilities in Public Rights-of-Way or (2) provide the Town with an acceptable plan for disposition of its Communications Facilities in the Public Rights-of-Way. If a Communications Services Provider fails to comply with this subsection (c), which determination of non-compliance is subject to appeal as provided in Section 23-11, the Town may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the Facilities where another Person has not assumed the ownership or physical control of the Facilities or requiring the Communications Services Provider within 90 days of the termination, or such longer period as may be mutually agreed to between the Town and the Communications Services Provider, to remove some or all of the Communications Facilities from the Public Rights-of-Way and restore the Public Rights-of-Way to their original condition prior to such removal.
- (d) In any event, a Communications Services Provider whose Registration has been terminated shall take such steps as are necessary to render safe every portion of the Communications Facilities remaining in the Public Rights-of-Way.
- (e) In the event of termination of a Registration, this Section does not authorize the Town to cause the removal of Communications Facilities used to provide another service for which the Communications Services Provider or another Person who owns or exercises physical control over the Communications Facilities holds a valid certification or license with the governing Federal or State agency, if required for provision of such service, and who is Registered with the Town, if required.

- (f) The Town's right to terminate a Registration shall be in addition to all other rights of the Town, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of the right to terminate Registration will affect or preclude any other right the Town may have.

Sec. 23-11. - Appeals.

Final determinations by appropriate Town staff denying an initial Registration; denying an application for renewal of a Registration; terminating a Registration; or denying, revoking or suspending any Development Permit are subject to appeal. A notice of appeal of such decision may be filed with the Town's Manager within thirty (30) days of the date of the final, written decision to be appealed. The Town Manager shall have thirty (30) days from the date the appeal is filed to review the matter and render a written decision to uphold or reverse the final decision made by staff. If the Town Manager upholds the final decision of staff, the appellant may file a notice of appeal with the Town Clerk within thirty (30) days of the date of the written decision of the Chief Administrative Officer. The Town Clerk shall set the matter for hearing before the Town Commission at any regular meeting of Town Commission scheduled within forty-five (45) days of the date that the notice of appeal is filed with the Town Clerk, unless waived by the Communications Services Provider. A ruling may be made at the hearing or at the next regularly scheduled Town Commission meeting and the Communications Services Provider shall be notified of the decision in writing within thirty (30) days thereof. Where a notice of appeal to the Town Manager or the Town Clerk is not timely filed as provided herein, such right to appeal shall be waived. Upon correction by the Communications Services Provider of the circumstances that gave rise to a suspension or denial of a Development Permit, the suspension or denial shall be lifted (the same does not apply to the revocation of a Development Permit).

Sec. 23-12. – Fees Applicable to Those Not Subject to Communications Services Tax.

While the Florida Legislature has prohibited municipalities from requiring providers of communications services who have registered with the Florida Department of Revenue from having to enter into franchise agreements or license arrangements as a condition to placing or maintaining Communications Facilities in the Public Rights-of-Way, the Town expressly reserves the right to require the payment of consideration or regulatory fees by Persons using or occupying the Public Rights-of-Way in other capacities. The Town reserves the right to require such payments based on the type of user and to the extent as follows:

- (a) *Dealer.* Except as provided in paragraph (16) of subsection 23-06.(b), a Communications Services Provider who meets the definition of Dealer as set forth in this Chapter 23 and who has Registered in accordance with Section 23.04 is not required to enter into a franchise agreement or license arrangement with the Town as a condition to placing or maintaining Communications Facilities in the Public Rights-of-Way, nor is a Dealer required to make payment of any franchise fees, license fees or other user fees to the Town as consideration for the use or occupancy of the Public Rights-of-Way for the provision of Communication Services.

- (b) *Pass-through Provider and Pass Through Facilities.* A Communications Services Provider who meets the definition of Pass-through Provider as set forth in this Chapter 23 and who is not subject to the Town of Belleair's Local Communications Services Tax imposed pursuant to Sections 202.19 and 202.20, Florida Statutes shall pay the Town the maximum annual amount allowed under Section 337.401(6)(b), Florida Statutes, as amended. For purposes of calculating payments hereunder, each separate pole or tower installed or maintained by a Pass-through Provider for purposes of supporting Antennas for other over-the-air radio transmission or reception equipment In The Public Rights-of-Way shall comprise a separate Communications Facility subject to assessment of a separate permit fee in the amount of five hundred dollars (\$500.00) per linear mile, or portion thereof, up to the maximum amount allowed under Section 337.401, Florida Statutes, whichever is higher. The annual amount referred to above shall be due and payable on October 1 of every year beginning on October 1, 2017. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one percent per month from the date due until paid. The acceptance of any payment required hereunder by the Town shall not be construed as an acknowledgment that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the Town may have for additional sums due and payable or authorization to install any facilities In The Public Rights-of-Way.
- (c) *Other Persons.* All other Persons, except Government, are required to pay the Town, as consideration for the use or occupancy of the Public Rights-of-Way for the placement or maintenance of Communications Facilities, an amount based on and in accordance with Section 23-12(b), Town Code.
- (d) *Government.* A Government is not required to pay the Town consideration for the use or occupancy of the Public Rights-of-Way for the placement or maintenance of Communications Facilities, unless such Facilities are being used by such Government or a Communications Services Provider, including Resellers, to offer or provide Communication Services other than for such Government's internal non-commercial use, in which event the Government, where not subject to the Town of Belleair's Local Communications Services Tax imposed pursuant to Sections 202.19 and 202.20, Florida Statutes is required to pay the Town, as consideration for the use or occupancy of the Public Rights-of-Way by or through its Facilities placed therein after October 1, 2017, an amount based on and in accordance with Section 23-12(b), Town Code. or such other amount or rate of compensation as mutually agreed to in writing by the Government and the Town.

Sec. 23-13. - Existing Communications Facility.

A Communications Services Provider with a Facility in the Public Rights-of-Way as of the effective date of this Chapter 23 has until October 1, 2017 to comply with the provisions of this Chapter, including, but not limited to, Registration, or be in violation thereof.

Sec. 23-14. - Insurance.

- (a) At all times during the use or occupancy of the Public Rights-of-Way, including any time during placement or maintenance of Communications Facilities, the Communications Services Provider shall obtain, pay all premiums for, and maintain satisfactory to the Town the types of insurance policies and coverage limits described in this Section 23-14. Nothing contained in this Chapter shall limit a Communications Services Provider's liability to the Town to the limits of insurance certified or carried.
- (1) Commercial general liability insurance valid in the State of Florida, including contractual liability and products completed operations liability coverage on an occurrence basis, which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury, personal injury or death, or property damage and in an amount not less than Two Million Dollars (\$2,000,000) policy aggregate for each personal injury liability, broad form property damage (without XCU exclusions), contractual liability and products-completed operations liability.
 - (2) Business automobile liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.
 - (3) Workers' Compensation valid in the State of Florida which policy limit shall be in an amount not less than the Statutory limit for Workers' Compensation.
 - (4) Employer's liability insurance valid in the State of Florida which policy limit shall be in an amount not less than One Million Dollars (\$1,000,000) each accident for employer's liability.
- (b) All insurance providers used shall be admitted and duly authorized to do business in the State of Florida and shall have assigned by A. M. Best Company a minimum Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" (i.e., a size of \$250,000,000 to \$500,000,000 based on capital, surplus, and conditional reserve funds). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. All liability policies shall name the Town, its council members, officers, and employees as additional insureds with respect to any covered liability arising out of the placement or maintenance of Communications Facilities in the Public Rights-of-Way or other activities under this Chapter. Each Communications Services Provider shall furnish annually to the Town certificates showing proof of all required insurance coverage. All liability coverage must be in occurrence form and in accordance with the limits specified. Claims made policies are not acceptable. No insurance policy shall be canceled, nor shall the occurrence or aggregate limits set forth herein be reduced, until the Town has received at least thirty (30) days' advance written notice by registered, certified or regular mail or facsimile of any cancellation, intent not to renew or reduction in policy coverage. Each Communications Services Provider shall be responsible for notifying the Town of such cancellation, intent not to renew or reduction in coverage. All Certificate(s) of Insurance, including all endorsements and riders, evidencing insurance coverage shall be submitted to the Town within thirty (30) days after the date of registration with the Town in order for a Communications Services Provider to obtain Division 2 Permits required for construction in the Public Rights-of-Way. Each Communications Services Provider shall, in the event of any such notice described above, obtain, pay all premiums for, and file with

the Town, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the Town or the Communications Services Provider of such notice.

- (c) The Certificate(s) of Insurance forms must be properly executed by the authorized representative of the insurance provider and must include all endorsements, riders and notices. Each Communications Services Provider shall file and maintain with the Town on an annual basis the required Certificate(s) of Insurance. The Certificate(s) of Insurance must indicate the following:
 - (1) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; that the policy coverage "pertains the requirements of Section 23.14 of the Belleair Communications Right-of-Way Utilization Ordinance;" policy expiration date; and specific coverage amounts; and
 - (2) Any applicable deductibles or self-insured retentions; and
 - (3) That the Town, its council members, officers and employees are additional insureds; and
 - (4) That the Town shall receive thirty (30) days' advance written notice of cancellation, intent not to renew or reduction in coverage; and
 - (5) That the commercial general liability insurance policy is primary as respects any other valid or collectible insurance that the Town may possess, including any self-insured retentions the Town may have; and any other insurance the Town does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
- (d) Under extraordinary circumstances a Communications Services Provider may satisfy the insurance requirements of this Chapter by providing documentation of self-insurance that, in the sole discretion of the Director of Human Resources and Risk Management, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the placement and maintenance of Facilities in the Public Rights-of-Way. The Communications Services Provider must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.

Sec. 23-15. - Indemnification.

- (a) Except with respect to the willful misconduct, negligence or gross negligence of the Town, a Communications Services Provider, by act of Registering with the Town as such, shall be obligated, at its sole cost and expense, to defend, indemnify and hold harmless the Town, its officials, commissioners, agents and employees from and against any and all claims, suits, causes of action, proceedings, liabilities and judgments for damages or equitable relief, and costs and expenses arising out of or in connection with the placement or maintenance of its Communications Facilities in the Public Rights-of-Way by the Communications Services Provider or its agent or hired contractor. This indemnification provision shall include, but not be limited to, such damages and penalties arising out of claims
 - (1) By any Person whatsoever on account of
 - (i) Bodily injury to a person or persons,

- (ii) Death of a person or persons or
 - (iii) Property damage, where any of the foregoing is occasioned by the operations of the Communications Services Provider, or alleged to have been so caused or occurred or
- (2) Involving the Communications Services Provider's violation of any easement or private property rights.
- (b) Nothing in this Section shall prohibit the Town from participating in the defense of any litigation by its own counsel if in the Town's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict.
- (c) Indemnified costs and expenses shall include, but not be limited to, all out-of-pocket expenses and reasonable attorneys' fees in defending against any such claim, suit or proceeding, and shall also include the reasonable value of any services rendered by the Town Attorney or his assistants or any consultants, agents and employees of the Town. The Town will attempt to notify the Communications Services Provider, in writing, within a reasonable time of the Town's receiving notice of any issue it determines may require indemnification.
- (d) Nothing contained in this subsection shall be construed or interpreted: (1) as denying the Town, the Communications Services Provider or any Person any remedy or defense available to them under the laws of the State of Florida; or (2) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as it may be amended.
- (e) The indemnification requirements shall survive and be in effect after the termination or cancellation of a Registration.

Sec. 23-16. - Construction Bond.

- (a) Prior to issuance of any Development Permit where the type of work allowed under the permit will require restoration of the Public Rights-of-Way, the Communications Services Provider or the contractor performing such work on its behalf shall obtain, pay for and file with the Town a construction bond. The construction bond shall serve to guarantee the timeliness and quality of the construction and restoration work and to secure, and enable the Town to recover, all costs related to the restoration of the Public Rights-of-Way in the event the Communications Services Provider or its contractor fails to make such restoration to the Town's satisfaction or causes damage to the Public Rights-of-Way during construction. The construction bond must name the Town as Obligee and be in the face amount of Fifteen Thousand Dollars (\$15,000) conditioned upon the full and faithful completion of construction and restoration of the Public Rights-of-Way to its original condition. Six (6) months following completion and inspection of the restoration of the Public Rights-of-Way satisfactory to the Town Manager, the Communications Services Provider or its contractor, as the case may be, may reduce the face amount of the construction bond to Five Thousand Dollars (\$5,000) and, thereafter, may allow the bond to lapse in accordance with its terms. However, for any subsequent work in the Public Rights-of-Way, the Communications Services Provider or its contractor will be required to

replenish any existing construction bond or provide a new construction bond in the face amount of Fifteen Thousand Dollars (\$15,000). The construction bond shall be in a form acceptable to the Town Attorney and must be issued by a surety having a rating reasonably acceptable to the Town Manager and authorized by the Florida Department of Insurance to issue surety bonds in this State.

- (b) The construction bond must be issued as non-cancelable and be for a term of not less than twelve (12) months. In the event the term of any construction bond expires, or is reasonably expected to expire, prior to the completion of construction, restoration and Town inspection, the Communications Services Provider, or the contractor acting on its behalf, shall immediately obtain, pay for, and file with the Town a replacement bond.
- (c) The Town's requirement of a construction bond is not in lieu of any additional bonds that may be required under this Chapter or through the permitting process. The Town's right to recover under the construction bond shall be in addition to all other rights of the Town, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect or preclude any other right the Town may have.

Sec. 23-17. - Performance Bond.

- (a) Before any Communications Services Provider is permitted to begin the placement or maintenance of an initial build, any substantial rebuild, upgrade or extension of its Communications System, or when construction plans show that there would be at least one thousand (1,000) feet of open trenching in the Public Rights-of-Way at any given time, the Communications Services Provider is required to obtain, pay for, and file with the Town a performance bond. The performance bond must name the Town as Obligee and be in the face amount of Two Hundred Fifty Thousand Dollars (\$250,000) conditioned upon the full and faithful compliance by the Communications Services Provider with all requirements, duties and obligations imposed by the provisions of the Belleair Communications Right-of-Way Utilization Ordinance during, and through completion of, the placement or maintenance project. The performance bond shall be in a form acceptable to the Town Attorney and must be issued by a surety having a rating reasonably acceptable to the Town Manager and authorized by the Florida Department of Insurance to issue performance bonds in this State.
- (b) The performance bond must be issued as non-cancelable and be for a term consistent with the reasonably expected duration of the particular placement or maintenance project (including restoration and Town inspection), but in no event less than eighteen (18) months. In the event the term of any performance bond expires, or is reasonably expected to expire, prior to the completion of such placement or maintenance project, including restoration and Town inspection, the Communications Services Provider shall immediately obtain, pay for, and file with the Town a replacement bond.
- (c) The Town's requirement of a performance bond is not in lieu of any additional bonds that may be required under this Chapter or through the permitting process. The Town's right to

recover under the performance bond shall be in addition to all other rights of the Town, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the Town may have. Any proceeds recovered under the performance bond may be used to reimburse the Town for such additional expenses as may be incurred by the Town as a result of the Communications Services Provider's failure to comply with the responsibilities imposed by this Chapter, including, but not limited to, attorney's fees and costs of any action or proceeding, and the cost of removal or abandonment of any property.

Sec. 23-18. - Security Fund.

Every Communications Services Provider shall make a Twenty-Five Thousand Dollar (\$25,000) cash deposit, or shall file with the Town an irrevocable letter of credit or acceptable equivalent in the same amount, which shall serve, and be referred to, as the "Security Fund." The Security Fund shall be conditioned upon the full and faithful compliance with and performance by the Communications Services Provider of all requirements, duties and obligations imposed by the provisions of the Belleair Communications Right-of-Way Utilization Ordinance at all times. The letter of credit shall be in a form and issued by an institution acceptable to the Town's Chief Financial Officer. Should the Town draw upon the Security Fund, it shall promptly notify the Communications Services Provider, and the Communications Services Provider shall promptly restore the cash deposit or letter of credit to the full amount. The Security Fund shall be maintained until the later of (a) the effective date of transfer, sale or assignment by the Communications Services Provider of all its Facilities In The Public Rights-of-Way, (b) twelve (12) months after the removal or abandonment by the Communications Services Provider of all of its Facilities in the Public Rights-of-Way or (c) six (6) months after the termination of Registration, including any appeals undertaken pursuant to Section 23.11 herein. Upon the later of these events the cash deposit will be returned without interest or the letter of credit may be cancelled. In the event a Communications Services Provider fails to perform any requirement, duty or obligation imposed upon it by the provisions of this Chapter, there shall be recoverable, jointly and severally from the Security Fund, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of any Facilities in Public Rights-of-Way, plus a reasonable allowance for attorneys' fees, up to the full amount of the Security Fund.

Sec. 23-19. - Enforcement Remedies.

- (a) No provision of this Chapter shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provisions of this Chapter, the Registration provisions, or any rule, regulation or general condition provided for hereunder, whether administratively, judicially or both. Neither the existence of other remedies identified in this Chapter nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover fines, penalties or monetary damages (except where liquidated damages are otherwise prescribed) for such violation by the Communications Services Provider. The remedies available to the Town shall be cumulative and in addition to any other remedies provided by law or equity. The laws of the State of Florida shall govern

with respect to any proceeding in law or equity pertaining to the enforcement of this Chapter or any cause of action arising out of or in connection herewith.

- (b) A Communications Services Provider's failure to comply with provisions of this Chapter shall constitute a Town Code violation and shall subject the Communications Service Provider to the code enforcement provisions and procedures as provided in Chapter 2, Article VIII, Town Code, and may be punishable as provided in Section 162.22, Florida Statutes, as it may be amended.
- (c) In any proceeding before the Town Commission where there exists an issue with respect to a Communications Services Provider's performance of its obligations pursuant to this Chapter, the Communications Services Provider shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this Ordinance. The Town may find a Communications Services Provider that does not demonstrate compliance with the terms and conditions of this Chapter in default and apply any appropriate remedy or remedies as authorized by this Ordinance. In determining which remedy is appropriate, the Town Commission shall take into consideration the nature of the violation, the Person bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the Town Commission determines are appropriate to the public interest.
- (d) The Town Manager, or his/her designee, shall be responsible for administration and enforcement of this Chapter, and is authorized to give any notice required herein or by law.
- (e) Failure of the Town to enforce any requirements of this Chapter shall not constitute a waiver of the Town's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

Sec. 23-20. - Abandonment of a Communications Facility.

- (a) Upon Abandonment of any Facility owned by a Communications Services Provider in the Public Rights-of-Way, the Communications Services Provider shall notify the Town within sixty (60) days.
- (b) The Town may direct the Communications Services Provider, by written notice, to remove all or any portion of such Abandoned Communications Facility at the Communications Services Provider's sole expense if the Town determines that the Abandoned Communications Facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such Communications Facility:
 - (1) Compromises safety at any time for any Public Rights-of-Way user;
 - (2) Compromises the safety of other Persons performing placement or maintenance of Communications Facilities in the Public Rights-of-Way;
 - (3) Prevents another Person from locating other facilities in the area of the Public Rights-of-Way where the Abandoned Communications Facility is located when other alternative locations are not reasonably available; or

- (4) Creates a maintenance condition that is disruptive to the use of the Public Rights-of-Way. In the event of (2), the Town may require the third Person to coordinate with the Communications Services Provider that owns the existing Communications Facility for joint removal and placement, where agreed to by the Communications Services Provider.
- (c) If the Communications Services Provider fails to remove all or any portion of an Abandoned Communications Facility as directed by the Town within the time period specified in the written notice, which time period must be reasonable under the circumstances, the Town may perform such removal and charge the cost of the removal against the Communications Services Provider.
- (d) In the event that the Town does not direct the removal of the Abandoned Communications Facility, the Communications Services Provider, by its notice of Abandonment to the Town, shall be deemed to consent to the alteration or removal of all or any portion of such abandoned Facility by the Town or other Person, provided that the cost of the alteration or removal is not borne by the Communications Services Provider.

Sec. 23-21. - Reservation of Rights.

The Town hereby expressly reserves all of the following rights:

- (a) To exercise its municipal home rule powers, now or hereafter, to the fullest extent allowed by law with regard to the access, use and regulation of the Public Rights-of-Way.
- (b) To amend this Chapter as it shall find necessary in the lawful exercise of its municipal authority.
- (c) To adopt or enact by resolution or ordinance, in addition to the provisions contained herein and in any existing applicable ordinances, such additional reasonable regulations as Town Commission finds necessary in the exercise of the Town's police powers.
- (d) To exercise the power of eminent domain, consistent with applicable federal and state law, to acquire property that may include that property owned or leased by a Communications Services Provider.
- (e) As and when deemed necessary by Town Commission to be in the interest of the Town or its residents, to abandon portions of the Public Rights-of-Way within the proper exercise of its municipal authority and without notice to or the consent of any Communications Services Provider. The Town shall not be responsible for any costs, damages, loss or other expense to the Communications Services Provider as a result of the Town's abandonment of any Public Rights-of-Way.
- (f) To place and maintain, and franchise or permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or

improvement that may be deemed necessary or proper by the Town in the Public Rights-of-Way occupied by any Communications Services Provider.

- (g) Without limitation, the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of any Public Rights-of-Way within the Town limits and within said limits as the same may from time to time be altered.
- (h) To require a Reseller to Register in accordance with Section 23-04 to the extent such Reseller wants the right to place or maintain Facilities in the Public Rights-of-Way. Any Person using or leasing Facilities owned by a Registered Communications Services Provider is not, therefore, entitled to any rights to place or maintain Communications Facilities in the Public Rights-of-Way, unless such Person themselves Registers with the Town.

Section 2. If the event of a conflict with any other Town ordinances or part of ordinances, the provisions of this Ordinance shall control.

Section 3. If any section, subsection, sentence, clause, phrase, word or other part of this Chapter is for any reason declared unconstitutional or invalid by any court of competent jurisdiction, such part shall be deemed separate, distinct and independent and the remainder of this Chapter shall continue in full force and effect.

Section 4. This ordinance shall take effect immediately upon adoption, and shall apply to any applications for facilities in the Town's public rights of way filed on or after that date.

PASSED ON FIRST READING: **July 18, 2017*

PASSED AND ADOPTED ON SECOND AND FINAL READING: **January 16, 2018*

Mayor

ATTEST:

Town Clerk











Legislation Details (With Text)

File #: 18-0010 **Version:** 1 **Name:**
Type: Minutes **Status:** Minutes Approval
File created: 1/8/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Approval of January 2, 2018 Regular Meeting Minutes
Sponsors:
Indexes:
Code sections:
Attachments: [RM 01-02-2018](#)

| Date | Ver. | Action By | Action | Result |
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Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Meeting Minutes Town Commission

Tuesday, January 2, 2018

6:00 PM

Town Hall

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

Meeting called to order at 6:00 PM with Mayor Gary H. Katica presiding.

PLEDGE OF ALLEGIANCE

Moment of silence observed for Weiss family.

COMMISSIONER ROLL CALL

Present: 5 - Mayor Gary H. Katica
Deputy Mayor Karla Rettstatt
Commissioner Michael Wilkinson
Commissioner Tom Shelly
Commissioner Tom Kurey

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

No items.

CITIZENS COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

Lil Cromer-Resident-Thanked Town Manager for approving full library reimbursement for veterans.

CONSENT AGENDA

[17-0276](#) Approval of December 5, 2017 Regular Meeting Minutes

Deputy Mayor Karla Rettstatt moved approval of the consent agenda; seconded by Commissioner Wilkinson.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

GENERAL AGENDA[17-0268](#)

2017 Employee Awards Presentation

JP Murphy-Town Manager-Announced employee awards for Core Values categories; Neighborly award recipients were Rick Doyle and Adolphus Merricks; Empathetic award recipients were Tena Khachab and Susan Lee; Diligent award recipients were Robyn Lopez and Joyce Sparkman. Troy Cornock awarded Rookie of the Year; Ricky Allison was awarded Excellence in Leadership; Co-Employees of the Year awarded to Keith Bodeker and Kelly Flowers.

Mayor Katica thanked award recipients and commended them for their service.

[17-0272](#)

Resolution 2018-01 - Supporting Home Rule

Mr. Murphy provided a brief overview of Resolutions 2018-01, 2018-02, 2018-03 and 2018-04; read town's priority statement pertaining to each of the following areas: home rule, transportation and infrastructure, water funding, supporting the Florida League of Cities and Suncoast League of Cities legislative agenda.

Commissioner Shelly moved approval of Resolution 2018-01, supporting home rule; seconded by Deputy Mayor Rettstatt.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[17-0273](#)

Resolution 2018-02 - Local Transportation & Infrastructure

Commissioner Shelly moved approval of Resolution 2018-02, local transportation and infrastructure; seconded by Deputy Mayor Rettstatt.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[17-0274](#)

Resolution 2018-03 - Water Funding

Commissioner Shelly moved approval of Resolution 2018-03, water funding; seconded by Deputy Mayor Rettstatt.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[17-0275](#)

Resolution 2018-04 - FLC & SLC Support and Legislative Agenda

Commissioner Shelly moved approval of Resolution 2018-04, Florida League of Cities and Suncoast League of Cities support and legislative agenda; seconded by Deputy Mayor Rettstatt.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[17-0277](#)

Approval of Purchase of Box-Culvert Cleanout on Roebling Rd N

Mr. Murphy stated maintenance is required; town staff doesn't have ability to perform work; able to piggyback on City of Tampa contract; recommends approval.

Discussion ensued regarding project area and impact to residents. Keith Bodeker-Construction Project Supervisor-Briefly commented on project; will check inlets.

Commissioner Shelly moved to award the contract for cleaning the culvert on Roebling Rd. North to Gator Dredging in the amount of \$42,480.00; seconded by Commissioner Wilkinson.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

TOWN MANAGER'S REPORT

Mr. Murphy stated Harlold's Lake project to begin.

Chief Bill Sohl-Belleair Police Department-Spoke on success of Look, Light, Lock outreach program; commented on thefts to service vehicles throughout county; commented briefly on Weiss family.

Mr. Murphy finished his report commenting on success of Haz-to-Go event; FEMA awarded money to replace town hall generator; new streetlight fixtures are being tested on Evonaire.

TOWN ATTORNEY'S REPORT

David Ottinger-Town Attorney-Nothing to report.

MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS

Mayor Katica-Expressed condolences on loss of Weiss family.

Commissioner Wilkinson-Suggested potential memorial items for family; provided dates for upcoming sunset run and concert series; extended congratulations to employee award recipients.

Cathy DeKarz-Management Analys-Commented on town response thus far; suggests contacting Rachel in Recreation regarding social media posts for family.

Deputy Mayor Rettstatt-Suggested candlelight service in Hunter Park, will confirm with family; commented on success of employee holiday party and BCF donation.

Commissioner Shelly-Will be going to Tallahassee in February with JP to meet with legislature.

Commissioner Kurey-Commented on need for clearly defined strategic plan and long term vision; provided examples of both short term and long term objectives.

Mr. Murphy supportive of strategic plan process.

Discussion ensued regarding strategic plan process; Commission consensus to add item to upcoming meeting agenda.

OTHER BUSINESS

No other business.

ADJOURNMENT

No further business; meeting adjourned in due form at 7:00 PM.

Commissioner Shelly moved to adjourn; seconded by Commissioner Wilkinson.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly,
and Commissioner Kurey

TOWN CLERK

APPROVED:

MAYOR



Legislation Details (With Text)

File #: 18-0001 **Version:** 1 **Name:**
Type: Discussion Items **Status:** General Agenda
File created: 1/2/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Pelican Golf Course Progress Update
Sponsors:
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
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Summary

To: Mayor and Commissioners
From: Christine Torok
Date: 1/4/2018

Subject:
Pelican Golf Course Progress Update

Summary:
A representative from Pelican Golf will provide a progress update.
Previous Commission Action: N/A
Background/Problem Discussion: N/A
Expenditure Challenges N/A
Financial Implications: N/A
Recommendation: N/A
Proposed Motion N/A



Legislation Details (With Text)

File #: 18-0017 **Version:** 1 **Name:**
Type: Action Item **Status:** General Agenda
File created: 1/12/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Consideration of Investment Grade Energy Audit, Energy Savings Performance Contract
Sponsors: JP Murphy
Indexes:
Code sections:
Attachments: [Investment Grade Audit - Whole Document 011018.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Summary

To: Mayor Gary H. Katica, and Commissioners
From: JP Murphy, Town Manager
Date: 1/12/2018

Subject:

Consideration of Investment Grade Audit and Guaranteed Savings Performance Contract

Summary:

Investment in facilities is needed as buildings continue to age leading to rising operating expenses. A statutory funding mechanism (Florida Statute 489.145) exists to use the savings associated with utility and maintenance cost reduction in order to secure necessary facilities upgrades.

A Letter of Intent (LOI) with ABM to perform an Investment Grade Audit (IGA) was authorized by the Commission on August 1, 2017. The LOI set the criteria that must be achieved in order for the Town to enter into a Guaranteed Energy, Water and Wastewater Performance Savings Contract.

The results of the Investment Grade Audit are included and a summary will be presented to Commission by ABM for further deliberation.

Previous Commission Action: Approved Letter of Intent on 8/1/2017

Background/Problem Discussion: Generally speaking, energy performance contracting utilizes methods that capitally purchase energy saving measures coupled with bonded, guaranteed savings. The program then uses the savings to pay for other infrastructure improvements. The process at a very high level is as follows:

- Procurement of Investment Grade Audit (IGA)
- The Town negotiates a Guaranteed Energy Performance Savings Contract
- The Town executes the contract and financing agreement approved by Commission and begins work on ECMs.
- Ongoing Measurement and Verification process begins (M & V)

ABM presented IGA findings to Staff and then to Finance Board. A guaranteed savings solution exists to fund a base scope to upgrade facilities. There are additional capital needs that were also identified that could not be funded from energy savings. The Town has the option to enter into a Guaranteed Energy, Water and Wastewater Performance Savings Contract with ABM for the scope contained in the IGA

The IGA concludes that there is approximately \$20,500 worth of annual energy savings available with the incorporation of all recommended upgrades. In addition, \$44,200 worth of Operation and Maintenance savings are achieved. The base scope has a total capital replacement cost of \$557,505. Overall, ABM will guarantee savings in excess of \$118,676 annually. The combination of a performance service contract and financed capital payment for equipment replacement result in a cumulative 5 year savings of \$6,000 and a 12 year savings of \$312,947, over current operations. Pages 73-77 of the attached audit illustrate this fully.

When evaluating the effectiveness of the program, one must bear in mind that much of the equipment replacement is replacing future unscheduled and (unfunded) equipment and air conditioners; many of which are already at the end of their useful life.

There is not enough energy savings to fund the original options: roof replacement, the electrical panel replacement and field lighting. However, the town may utilize the funding vehicle to procure and finance the replacement of these items should the Commission choose to include them. The inclusion of the items would also place them under ABM's performance guarantees and continue to provide a single source for maintenance and repair.

Expenditure Challenges The base scope of capital replacement is \$557,505, to provide a net savings of \$867,400 over 12 years. The savings are used to finance the capital payments annually.

Financial Implications: The base scope is budget neutral with a slight savings of approximately \$2,000 annually.

Recommendation: There are total programmatic savings here, but they are minimal. The counterbalance to this is that the base scope addresses capital needs that are not yet funded, and eliminates surprise maintenance issues. I did conduct some present value calculations inclusive of the cost of borrowing and still found the program to provide savings based on the assumptions.

I recommend moving forward with the base scope and adding the roof and electrical panels. However, given the cost of borrowing, The Commission ought to consider utilizing dollars from capital projects to reduce the amount of interest paid. I would recommend the use of \$230,000 to offset the roof and electrical panel capital cost, and only finance the base scope which is budget neutral.

Additionally, the Recreation Center has received a commitment of \$100,000 dollars towards the eventual ball-field replacement. If the Commission would like to move forward now with the replacement of the lighting, this would be an excellent vehicle to attach that project to. Again, consideration should be paid whether to finance or utilize reserve to fund the remainder of the project. (Estimated: \$230,000 for the Ball Fields; \$70,000 for Tennis courts)

Notes for the attached PDF of the Investment Grade Audit;

1. The final scope is still subject to approval from the Town of Belleair and could contain additions (Sport Field Lighting, etc.) or removal based on the direction of Commission.
2. The cash flow contained is also subject to financing rate and terms from the selected lending partner.
3. The Investment Grade Audit will be updated to include any necessary changes prior to inclusion into a Guaranteed Energy Savings Contract.

Proposed Motion Options:

- 1.) I move approval/denial of the ABM Building Services base scope and authorize the Town Manager and Town Attorney to negotiate a Guaranteed Energy Performance Savings Contract with ABM
- 2.) I move approval of the ABM Building Services base scope along with inclusion of electrical repairs and roof replacement, and authorize the Town Manager and Town Attorney to negotiate a Guaranteed Energy Performance Savings Contract with ABM
- 3.) I move approval of the ABM Building Services base scope along with inclusion of electrical repairs: roof replacement, utilizing \$230,000 or \$XXX,XXX from available Capital Projects Fund balance and authorize the Town Manager and Town Attorney to negotiate a Guaranteed Energy Performance Savings Contract with ABM.
- 4.) I move approval of the ABM Building Services base scope along with inclusion of electrical repairs; roof replacement and ball field lighting replacement and authorize the Town Manager and Town Attorney to negotiate a Guaranteed Energy Performance Savings Contract with ABM
- 5.) I move approval of the ABM Building Services base scope along with inclusion of electrical repairs: roof replacement and ball field lighting, utilizing \$XXX,XXX from available Capital Projects Fund balance and authorize the Town Manager and Town Attorney to negotiate a Guaranteed Energy Performance Savings Contract with ABM

Investment Grade Audit



Investment Grade Audit
For
The Town of Belleair

Presented By:
ABM Building Services, LLC.

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Executive Summary

ABM is pleased to present this Performance-Based Retrofit and Service Analysis to the Town of Belleair. The purpose of this analysis is to identify performance-based retrofit and service opportunities that will provide improved safety, new equipment, lower operating costs, energy efficiency, and simplified service procedures. The analysis consisted of detailed site surveys, staff and user interviews, utility bill analysis, operating cost analysis, data logging, and evaluation of energy conservation measures (ECMs) or other upgrades to improve the overall operations of the facilities.

Buildings included in this Study:

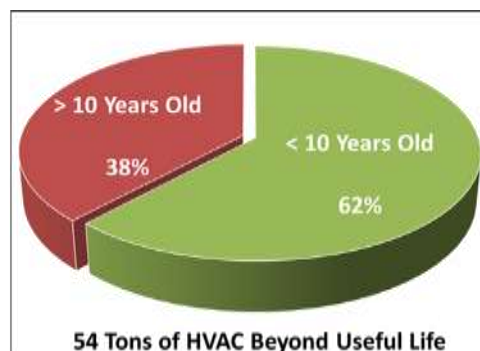
| Facility | Address | Gross Square Feet |
|---------------------------------------|-------------------------|-------------------|
| Town Hall | 901 Ponce de Leon Blvd | 14,155 |
| Dimmitt Community Center | 918 Osceola Rd | 15,643 |
| John J. Osborne Public Works Building | 1075 Ponce De Leon Blvd | 10,698 |
| Water Treatment Operations | 107 Belleair Ave | 14,028* |

**Square Footage is for Water Treatment Plant – The study also included an analysis of the seven (7) well pumps located throughout the town.*

Major findings in this document include details of the aging infrastructure, code violations, safety hazards, and inefficiencies in utility spending. Many key assets are at the end of, or beyond, their useful life expectancy. These outdated systems are inefficient and provide for cost savings opportunities once upgraded and properly maintained.

The most significant findings of the Investment Grade Audit were the various NEC (National Electrical Code) Violations associated with the three (3) Electrical Rooms in Town Hall. Some immediate repairs were made to ensure safety of the audit team and town staff. Beyond the need to correct violations, the electrical equipment is well beyond its useful life and components are not readily available to repair the existing systems. Details of these findings and recommended corrections are included in the Town Hall section of this document.

The aging HVAC Infrastructure is another key finding, as 38% of the facility cooling capacity (54 Tons) is older than 10 years. The analysis also evaluated the lack of internal resources necessary to maintain the HVAC (Heating, Ventilation, and Air Conditioning) and control systems in Town Buildings. The procurement processes and limited in-house HVAC capabilities have led to numerous challenges with outside vendors, leading to inefficiency of both equipment and staff utilization.



In this study, a financial solution to these technical problems has been identified, where the energy and operational cost savings will be sufficient to pay for the necessary upgrades and on-going maintenance services within the existing budget without adding any new taxpayer burden. The Financial Summary section provides all of the details regarding cost and savings of this program.

Baseline Utility Analysis

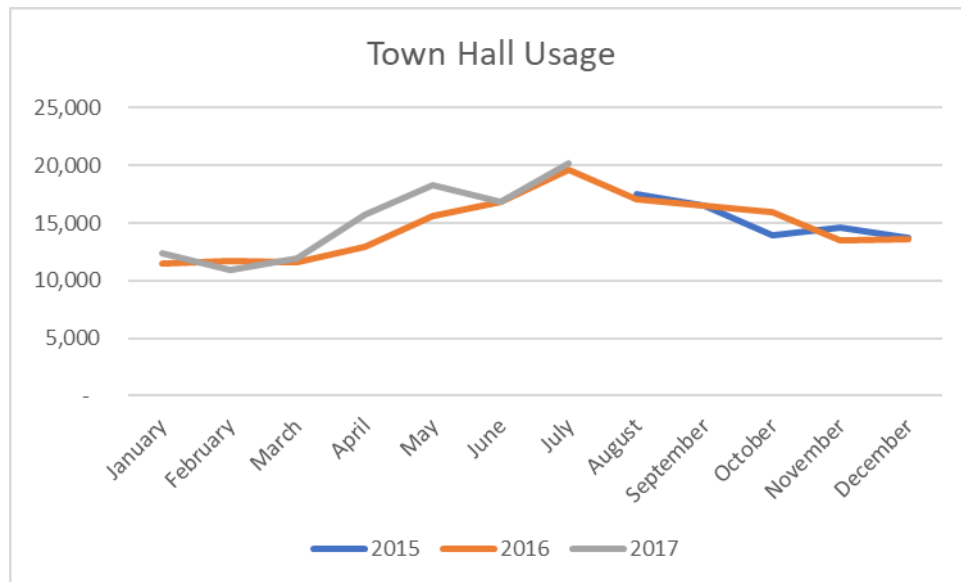
The tables below show the utility baseline from August 2015 through July 2017 (averaged to represent one virtual calendar year) as well as the utility rates for the Town of Belleair for the buildings and accounts in question. We examined and summarized actual utility bills for the baseline periods to create the baseline shown below.

| Building/Facility | Building SF | Elec. Usage (kWh/yr.) | Elec. Cost (\$/yr.) |
|--------------------------|-------------|-----------------------|---------------------|
| Town Hall | 14,155 | 179,477 | \$18,130 |
| Public Works | 10,698 | | |
| Water Treatment Plant | 14,028 | 519,863 | \$46,441 |
| Dimmitt Community Center | 15,643 | 319,553 | \$32,358 |
| Other | 1 | 98,599 | \$10,452 |

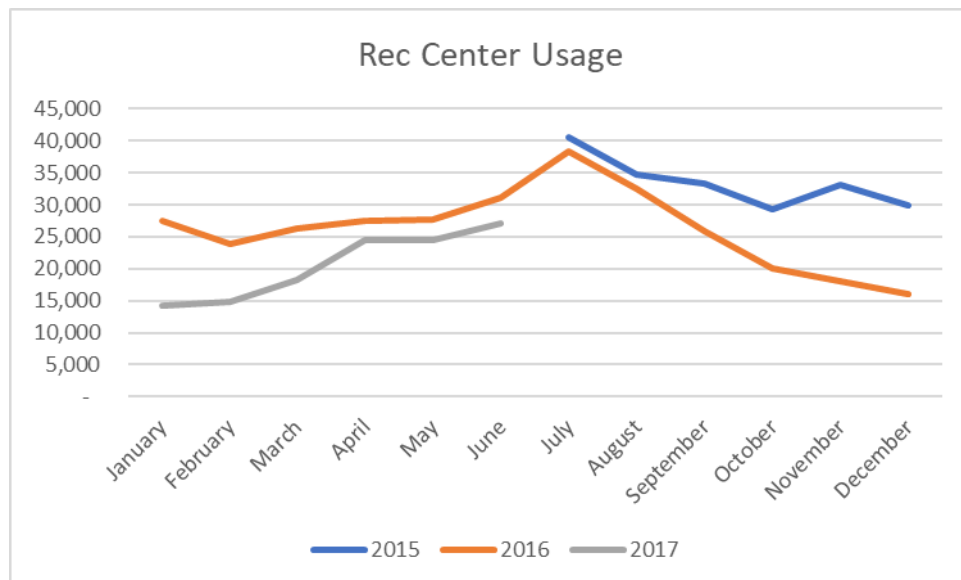
Public Works receives its power from the meter at the Water Treatment Plant across the street. The “Other” grouping includes town lights and water well pumps. The table below shows the utility rates from Duke Energy for the accounts that are included in this project.

| Building/Facility | Building SF | Elec. (\$/kWh) |
|--------------------------|-------------|----------------|
| Town Hall | 14,155 | \$0.101 |
| Public Works | 10,698 | --- |
| Water Treatment Plant | 14,028 | \$0.089 |
| Dimmitt Community Center | 15,643 | \$0.101 |
| Other | N/A | \$0.106 |

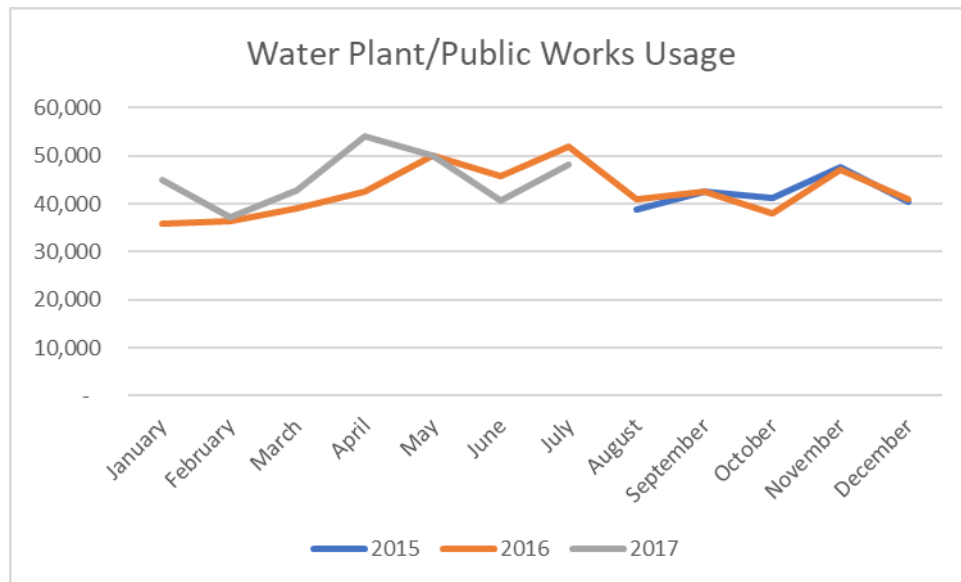
The graph below shows the electric usage profile for Town Hall. This building is conditioned by split DX Air handling Units (AHUs) and Heat Pumps. The constant year round load and 24/7 operation for the Police Station side of the building results in a relatively flat and fairly consistent usage pattern throughout the year with a slight dip during winter months.



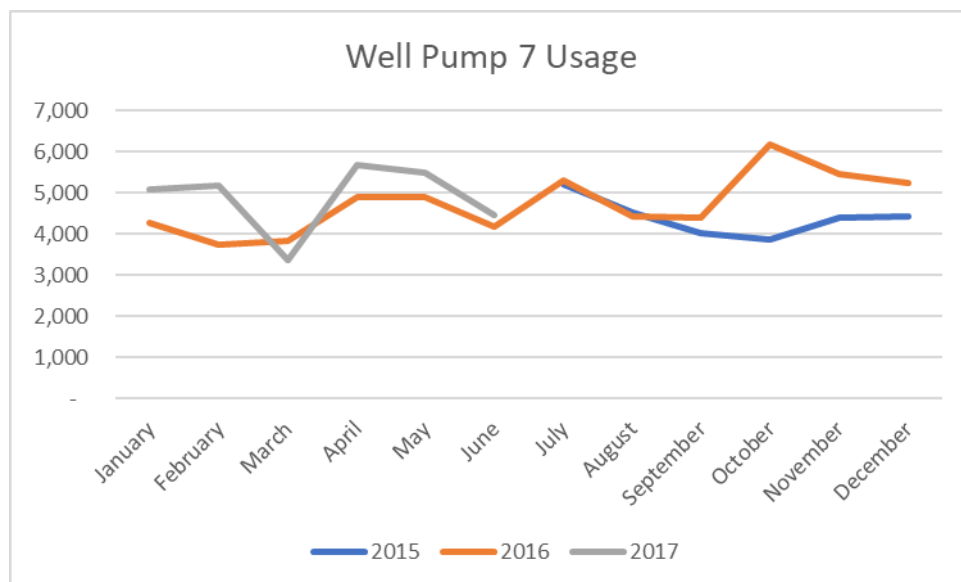
The relatively flat load profile for the Dimmitt Community Center can be attributed to excessive unoccupied runtime. However, we understand that the facility has been using the air conditioning system to keep the space dehumidified.



The electric usage for the Water Plant and Public Works (same meter) shows what we expect with respect to the operations in these buildings. Weather changes are less of a variable as these facilities are operated year-round.



The graph below shows the electric usage for the Water Well Pump #7. Seasonal variations are a function of water chemistry control at the treatment plant and residents leaving town during the summer months.

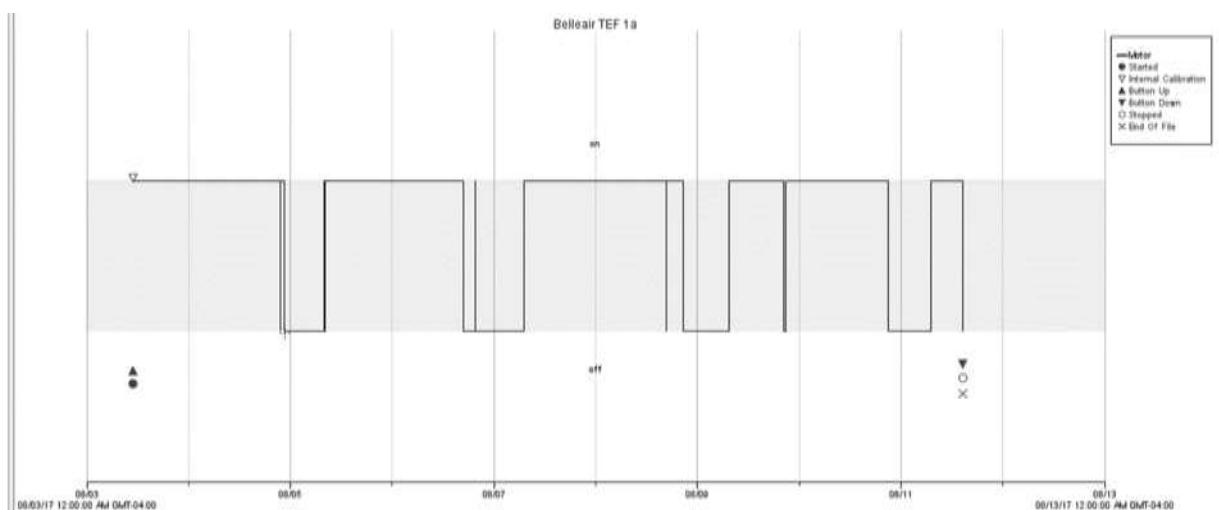


Data Logging

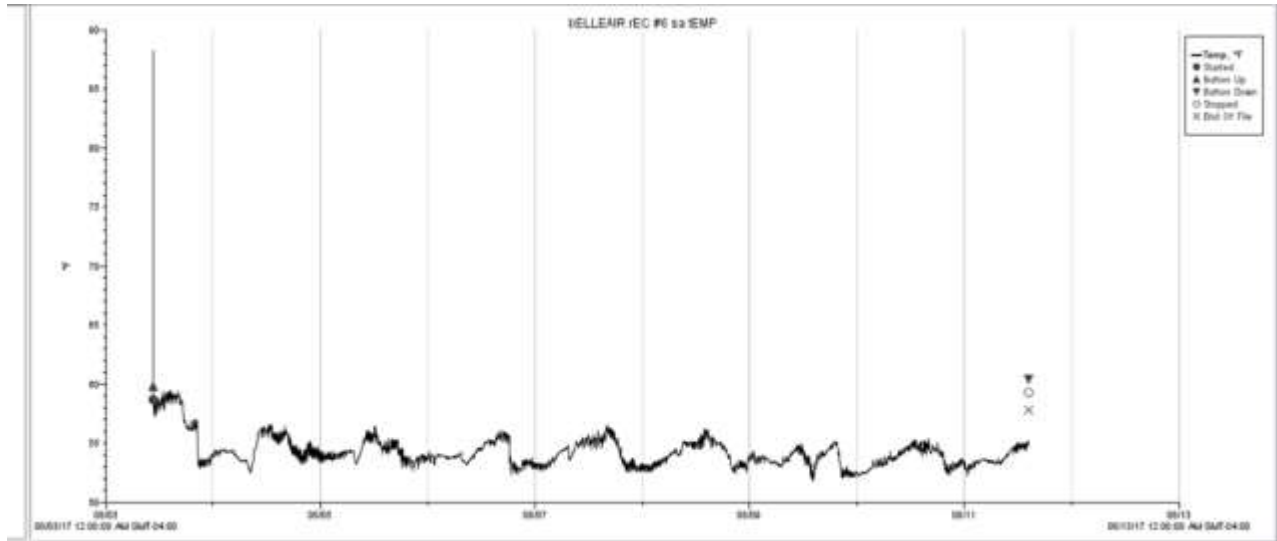
ABM uses interval data recorders (data loggers) to confirm the actual operations of equipment and controls. For the Town of Belleair facilities we deployed loggers in several waves to get a good idea of when things were operating and what those operating parameters were. We will highlight a couple of the charts here to illustrate our findings.

Data loggers come in a variety of configurations. For the project with the Town of Belleair, we used 4-channel loggers, space temperature/relative humidity loggers, motor on–off loggers and lighting loggers. These variables tell a great deal of information on the overall efficiency and runtimes of the HVAC systems in the buildings. We set these loggers up to record temperatures every 5 minutes for three weeks. While onsite, we also deployed space temperature loggers in common areas to find out if the HVAC system reacted like it was under good temperature and schedule control. Several Motor on-off state loggers were also deployed on supply fan motors and pump motors to get an idea on the actual runtime of the Air Handling Units (AHUs) or the Roof Top Units (RTUs) or the Well Pumps.

Finally, we deployed several lighting and occupancy sensors \ loggers to get the lighting runtime for a typical week of operation as well as the actual occupied periods for the spaces where these loggers were deployed. We'll get into the details of our findings in the next few paragraphs.

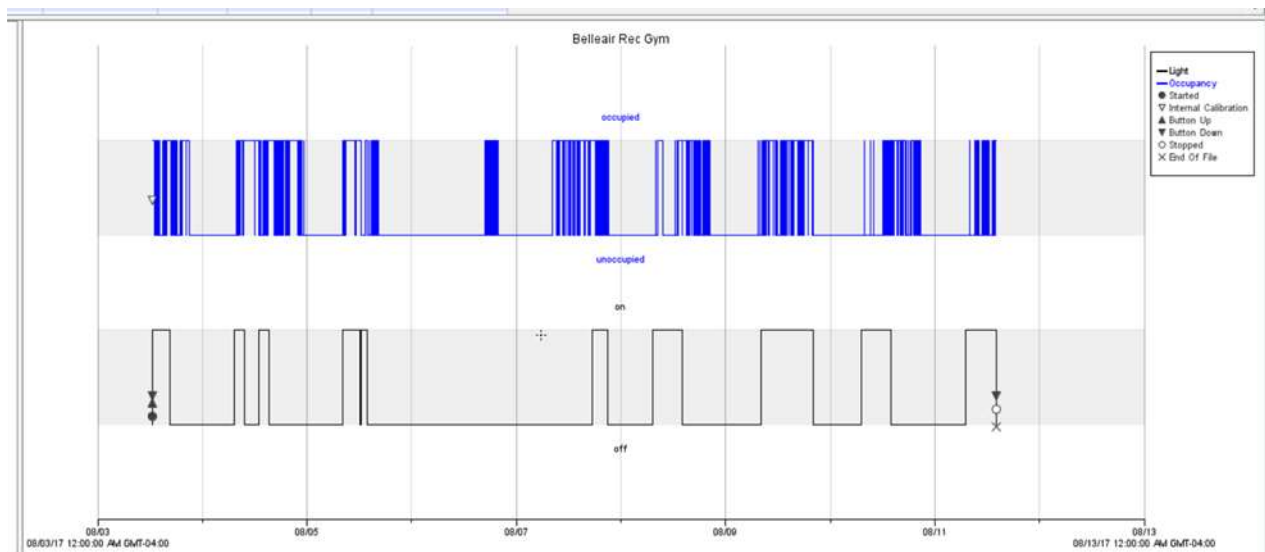


The above plot is from a motor on-off data logger that was placed on the Toilet Exhaust Fan Motor for the unit TEF 1A at the Dimmitt Community Center. The existing schedule and runtime of the fan is calculated from this information and compared against the actual schedule to match the building usage. In this case, the exhaust fan ran for 34 hours at a time only to be shut off for 14 hours at the end of every other day. The result can lead to excess infiltration if the HVAC is turned off while the exhaust fan is operating.



A temperature logger (data taken during the same period as above) shows the supply temperature for an air handling unit (AHU) serving the Dimmitt Community Center gym. Looking at the temperature logger data, it is very easy to ascertain the runtime, supply temperature, and relative humidity for these air handling units. These variables are used in the energy savings calculations to calculate the guaranteed savings for the project.

Our final logger type utilized for Town of Belleair is the lighting data loggers. Lighting loggers' record changes in state (when the light switches from "on" to "off" and vice versa) and places a time stamp on that event. We use the lighting loggers to confirm our observations and interviews with building occupants regarding lighting runtime, arguably the single biggest variable in lighting energy calculations. We'll go over those calculations next. We measured restrooms, offices, hallways, and common areas to get a good example of when the lights actually run in these spaces. The following is a sample lighting logger output file:



Actual “ON” and “OFF” times can be calculated from this data to determine actual run hours. The graph above shows one full week of data logging. The shaded vertical lines are the different days. As you can see from the graph, the lights for this space typically turn on each based on when people are inside the space. The data from all the loggers is then compiled into an easily referenced format as shown in the following table.

| Area Type Averages | | | | Normalized Weekly Lights On | | | | | Normalized Weekly Occupied | | | | | |
|------------------------|---------|------|-------|-----------------------------|-----|---------|---------|--------|----------------------------|-----|---------|---------|-------|-------|
| Area Type | Abbrev. | Qty. | Watts | Peak | Off | Shldr 1 | Shldr 2 | Total | Peak | Off | Shldr 1 | Shldr 2 | Total | % sav |
| Classroom | CR | 2 | 1035 | 45.57 | 0 | 0 | 0 | 45.57 | 23.03 | 0 | 0 | 0 | 23.03 | 49.47 |
| Gym | G | 1 | 4800 | 79.29 | 0 | 0 | 0 | 79.29 | 38.82 | 0 | 0 | 0 | 38.82 | 51.03 |
| Hallway | H | 2 | 173 | 89.31 | 0 | 0 | 0 | 89.31 | 61.27 | 0 | 0 | 0 | 61.27 | 31.4 |
| Library | LI | 1 | 2200 | 168 | 0 | 0 | 0 | 168 | 42.27 | 0 | 0 | 0 | 42.27 | 74.84 |
| Office | O | 1 | 290 | 44.79 | 0 | 0 | 0 | 44.79 | 26.43 | 0 | 0 | 0 | 26.43 | 40.99 |
| Restroom | R | 2 | 90 | 106.02 | 0 | 0 | 0 | 106.02 | 44.65 | 0 | 0 | 0 | 44.65 | 57.88 |
| Bldg. Avg. for 9 Rooms | | | 1098 | 86.31 | 0 | 0 | 0 | 86.31 | 40.73 | 0 | 0 | 0 | 40.73 | 52.81 |

This type of data logging was performed for each building to calculate the existing lighting runtime and the amount (%) of time the lighting is on when spaces are unoccupied. This data, coupled with lighting fixture power (kW) measurements, was used to calculate the lighting savings.

Calculations

With the understanding of a few key principles and the definition of the variables in question, we can determine what the annual energy savings should be for each of the measures that we plan to implement. There is a fine balance between being aggressive with the savings estimate and being overly conservative. Forecasting accurate savings is key in these projects because too much promised savings means the client is frustrated and the contractor has tarnished their reputation in a very competitive market. On the other hand, if the savings are too conservative, then the client may not choose to implement upgrades and projects that would have been beneficial to the facility and the budget.

Savings Measurement & Verification Calculation Formulas

General Details:

- TMY3 Bin Weather Data for Tampa International Airport (USAF # 722110) was used for energy savings calculations
- Energy cost savings are calculated using the rates calculated from the baseline utility data:

Annual MMBTU Saved * \$/MMBTU

- Heating and Cooling Design Temps are from ASHRAE Design values
- Balance Point (BP) of the buildings is estimated based on the building type and usage
- HOBO Data Loggers were used to verify the equipment runtime, space temps/RH levels, lighting runtime, and occupancy.
- Motor wattage and current measurements were performed to get the actual motor loading and power draw used in the energy savings calculations
- Basic equations and formulae used are included here, for actual detailed Calculations, Bin methodology was used.

Lighting Savings

The existing lighting kW baseline is calculated by counting and recording each individual fixture on a room-by-room basis and noting individual wattage. The existing fixture wattages are multiplied by the number of fixtures and tabulated to determine the KW connected load. Annual run hours (diversity factor) are applied to each individual fixture to calculate annual kWh consumption. This will serve as the existing baseline for lighting connected load and lighting consumption. After determining a list of proposed ECMs, the same calculations are conducted for the proposed lighting. Each proposed upgrade is counted and recorded and each individual retrofit type will be allocated the new wattage to determine the new KW. The annual run hours are applied to determine the new annual kWh consumption. HOBO Lighting, occupancy loggers, and personnel interviews are used to get the lighting runtime.

The total lighting system kW demand savings are calculated by subtracting the proposed system kW demand from the existing system kW demand. Similarly, the total kWh savings are calculated by subtracting the proposed Kwh from the existing kWh. The calculation is represented by the following equation:

- Total kW Demand Savings = $\sum [\text{Existing kW Demand} - \text{Proposed kW Demand}]$
- Total kWh Savings = $\sum [\text{Existing kWh} - \text{Proposed kWh}]$
- The sum total of the lighting savings is the total kWh and kW demand dollar savings.
- Total kW Demand Dollars Savings = $\sum [\text{kW Demand Savings} * \text{kW Utility Rate} * 12 \text{ Months}]$
- Total kWh Dollars Savings = $\sum [\text{kWh Savings} * \text{kWh Utility Rate}]$

Equipment Scheduling (Controls Upgrade)

The existing heating and cooling equipment usage is calculated on a bin-hour/temperature basis through a calculation of the net heating and cooling energy required to maintain comfortable environmental conditions. This technique varies for each type of HVAC system, such as single zone constant volume with reheat; single zone variable air volume with reheat; multi-deck constant volume; dual duct multi-zone constant volume; or single zone DX cooling with baseboard independent heating. Each of these systems requires different equations to evaluate energy use during occupied and unoccupied hours. ABM can develop customized spreadsheets to calculate energy requirements for each zone and system type in a building. The formula developed considers the following:

- Zone loads based on occupied/unoccupied periods at various outdoor air temperatures & interior heat loads
- HVAC system operating parameters that provide the necessary heating, cooling, & ventilation rates needed to meet zone loads through a combination of air quantity, discharge air temperature, & outdoor air cfm
- Sum the annual heating, cooling, and fan energy for each temperature bin for each zone
- Sum all zones and compare with annual HVAC energy consumption based on utility bills, after subtracting lighting, equipment, and other electrical and thermal loads unrelated to the HVAC systems

Calculation Methodology

1. HOBO Motor on/off , temp/RH loggers, along with Outdoor Air Temps are used to determine the runtime and setpoints of the equipment
2. The equipment load is assumed to vary linearly with OAT (Outdoor Air Temp) with Balance Point (BP) being the temp when the building is in equilibrium with no heating or cooling need

3. EER /COP for the equipment used in the calculation is obtained from the cutsheet (where name plate data is available) and derated for equipment in poor condition
4. Building Schedule is obtained from the town system, and is specific to each building. Difference between the existing equipment schedule and actual (or proposed) schedule results in these savings
5. Cooling Setpoint of 80-85 F and Heating Setpoint of 55-60 F will be maintained during Unoccupied Hours. Extra equipment runtime to maintain these temps during night/weekend is taken into account while calculating savings.

Cooling Savings

$$\left(\frac{\text{shutdown period}}{\text{cooling period}} \right) \times \left(\frac{\text{cooling period}}{\text{temp. limit diversity factor}} \right) \times \left(\frac{(\text{avg. tons}) \times 12}{\text{EER}} \right)$$

Equipment Upgrade

1. HOBO Motor on/off, Temp/RH loggers, along with Outdoor Air Temps are used to determine the runtime and setpoints of the equipment
2. The equipment load is assumed to vary linearly with OAT (Outdoor Air Temp) with Balance Point (BP) being the temp when the building is in equilibrium with no heating or cooling need
3. Pre and post EER is obtained from the nameplate data of the existing equipment and cutsheet for proposed new equipment
4. Equipment Upgrade Savings are only taken for the Occupied Period

Cooling Savings

$$\left(\text{demand savings} \right) \times \left(\text{operating period} \right)$$

Demand Savings

$$\left(\frac{\text{load factor}}{\text{tons}} \right) \times \text{tons} \times 12 \times \left(\frac{1}{\text{exist EER}} \right) - \left(\frac{1}{\text{new EER}} \right)$$

Load Factor

$$\frac{\text{present cooling energy}}{\left(\text{tons} \times \frac{12}{\text{exist EER}} \times \left(\text{operating period} \right) \right)}$$

Variable Frequency Drives (VFDs) on Pumps

1. Hobo loggers were used to determine the runtime of the equipment.
2. Actual power measurements were taken for the fan motors and pool pump motors to ensure accurate baseline kW.
3. Savings for VFDs were calculated only during the occupied runtime.
4. Percent (%) loading on the motor was assumed based on the typical building type and occupancy patterns to simulate the actual load on the pump or fan motor.

Calculation Methodology

$$\begin{aligned}\text{Existing Pump kW} &= \text{Pump BHP} \times 0.746 / \text{Motor Efficiency} \\ \text{Existing Pump kWh} &= \text{Existing Pump kW} \times \text{Full Load Heating Hours}\end{aligned}$$

Where:

- Pump BHP = GPM x Head / (3960 x Pump Efficiency) OR Pump HP x % Pump Loading
- Full Load Heating Hours = Heating Bin Hours x % Heating Load
- Proposed Pump kW = (Existing Pump kW x % Flow ^ VFD Exponent) / VFD Efficiency
- Proposed Pump kWh = Proposed Pump kW x Heating Bin Hour
- kW Saved per Year = (Existing Pump kW – Proposed Pump kW) x 12 months per Year
- kWh Saved per Year = Existing Pump kWh – Proposed Pump kWh

Fan Savings

$$(\text{fan HP}) \times 0.746 \times \left[1 - (\text{avg. \% load})^3\right] \times (\text{operating period})$$

Outdoor Air Adjustment

- The amount of outdoor air 'required' was calculated based on the ASHRAE 62
- Co2 readings and damper positions were taken into account for the baseline adjustment for outdoor air
- The difference between the actual OA and the required OA is Δcfm

Calculation Methodology

- Average Winter Outdoor Temperature (below balance point temperature) = AWO
- Annual Hours Below Balance Point Temperature (from Bin or Hourly Data) = AHB
- Average Space Set point Temperature = ASST
- Pre-Retrofit CFM = 0
- Post-Retrofit CFM = Based on ASHRAE 62 (depending on the sq-ft and occupancy of each school)
- Total Annual BTUs adjusted = CFM Savings x 1.08 x (ASST – AWO) x AHB

$$\text{Cooling Adjustment [kWh]} = \text{Ton} - \text{hr} / \text{cfm} \times \Delta \text{cfm} \times \text{kW} / \text{Ton}$$

Building Envelope Upgrades

From the ASHRAE fundamentals handbook, the equation for heat transfer estimation is:

$$q = 1.08 \cdot Q \cdot \Delta T$$

Where:

- q = heat loss/gain, measured in Btu/hr.
- 1.08 is a conversion factor accounting for the density of air (~ 0.075 lb/ft³ at sea level), the specific heat of air (0.24 Btu/lb/°F) and a conversion from minutes to hours (60)
- ΔT is the temperature difference between the outdoors and the building setpoint.
- Q is the rate of airflow rate

Airflow rate is calculated as:

$$Q = A \cdot \sqrt{Cs\Delta T + Cw \cdot V^2}$$

Where:

- Q is the airflow rate
- A is the gap area (as recorded in the survey)
- Cs is the stack coefficient
- Cw is the wind coefficient
- V is the average wind speed

The stack and wind coefficients are dependent on building height and are available as table lookups provided from ASHRAE. Average wind speed is obtained from NOAA comparative climactic data for locations throughout the U.S. Temperature bin data, obtained from a software package called BinMaker Pro which utilizes climactic design data obtained from ASHRAE. For each temperature bin, the heat loss/gain equation is applied and the summation of outputs from these equations provides an estimate of the heat transfer characteristics for a particular building.

Facility Analysis

The objective of this technical site assessment is to demonstrate how a customized guaranteed energy savings project was developed for the Town of Belleair. This project will reduce the energy consumption of the facilities and will enable the replacement of existing mechanical equipment that is beyond its useful life.

ABM Building Services conducted detailed, onsite surveys of the Town of Belleair buildings that were included within the Letter of Intent. These surveys focused on lighting; heating, ventilating, and air conditioning (HVAC) equipment; building automation; and facility operations that impact energy usage and operating costs. We evaluated the energy consumption (propane, electric & water), building control strategies, condition of the existing equipment, existing lighting technology, security, and building envelope.

This information was obtained by making direct observations of the operation of each building and its energy consuming equipment. We also reviewed the internal uses by people and miscellaneous “plug load” equipment such as copiers, computers, vending machines, etc. Additionally, the operation and occupant schedules for each facility and major equipment loads were determined. We had discussions with the town staff regarding the operating systems, building envelopes, recent modifications or renovations, planned changes, and normal operation of each building.

We performed an evaluation as to the feasibility of implementing energy conservation measures (ECMs) to reduce building energy costs, provide a better working environment for the staff, and improve the overall operations of the facilities. These ECMs were evaluated from the standpoint of applicability to each building, impact on the working environment, construction costs, and resulting savings. These financial figures are then rolled into a Pro-forma cash flow to determine the overall financial impact of the program.

The technical site assessment is broken down by building and includes each energy conservation measure (ECM) recommended to produce an energy project. Building-by-building information is presented in the following order:

Town Hall

ECM-3 Controls
ECM-4 HVAC Upgrades
ECM-5 Lighting Upgrades (LED)
ECM-5.1 Daylighting
ECM-6 Building Envelope
ECM-6.1 Roofing & Skylight
ECM-8 Electrical Panels
ECM-17 Commissioning

Dimmitt Community Center

ECM-3 Controls
ECM-4 HVAC Upgrades
ECM-5 Lighting Upgrades (LED)
ECM-6 Building Envelope
ECM-17 Commissioning

Public Works

ECM-3 Controls
ECM-17 Commissioning

Water Treatment Operations

ECM-3 Controls
ECM-6 Building Envelope
ECM-17 Commissioning
ECM-20 Variable Frequency Drives (VFD)
ECM-20.1 Well Pump Control Integration



Preliminary Project Timeline

| Town of Belleair Project Plan | WEEK | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|---|------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|
| Commission Approval / Contract Award & Signed | | | | | | | | | | | | | | | | | |
| Town Hall | | | | | | | | | | | | | | | | | |
| Electrical: Detail Design and Take-Offs | | | | | | | | | | | | | | | | | |
| Electrical: Material Procurement | | | | | | | | | | | | | | | | | |
| Electrical: Preliminary Field Assembly New MDP's | | | | | | | | | | | | | | | | | |
| Electrical: South Room 400A MDP Demo/Install | | | | | | | | | | | | | | | | | |
| Electrical: East Room 400A MDP Demo/Install | | | | | | | | | | | | | | | | | |
| Electrical: Utility Room 200A MDP Demo/Install | | | | | | | | | | | | | | | | | |
| Electrical: Safety Labeling - Floor and Clearance | | | | | | | | | | | | | | | | | |
| Electrical: Safety Compliance Sign Off | | | | | | | | | | | | | | | | | |
| HVAC: Material Procurement | | | | | | | | | | | | | | | | | |
| HVAC: Equipment Replacement | | | | | | | | | | | | | | | | | |
| HVAC: Recommissioning Existing Units | | | | | | | | | | | | | | | | | |
| HVAC: Controls Modifications | | | | | | | | | | | | | | | | | |
| Lighting: Material Procurement | | | | | | | | | | | | | | | | | |
| Lighting: Install | | | | | | | | | | | | | | | | | |
| Lighting: Solar Tube Material Procurement | | | | | | | | | | | | | | | | | |
| Lighting: Solar Tube Install | | | | | | | | | | | | | | | | | |
| Building Envelope: Install | | | | | | | | | | | | | | | | | |
| Roofing: Material Procurement | | | | | | | | | | | | | | | | | |
| Roofing: Skylight Replacement (Weather Dependent) | | | | | | | | | | | | | | | | | |
| Roofing: Remove / Replace (Weather Dependent) | | | | | | | | | | | | | | | | | |
| Customer Walk Through | | | | | | | | | | | | | | | | | |
| Customer Sign Off | | | | | | | | | | | | | | | | | |
| Rec Center | | | | | | | | | | | | | | | | | |
| HVAC: Material Procurement | | | | | | | | | | | | | | | | | |
| HVAC: Equipment Replacement | | | | | | | | | | | | | | | | | |
| HVAC: Recommissioning Existing Units | | | | | | | | | | | | | | | | | |
| HVAC: Controls Modifications | | | | | | | | | | | | | | | | | |
| Lighting: Material Procurement | | | | | | | | | | | | | | | | | |
| Lighting: Install | | | | | | | | | | | | | | | | | |
| Building Envelope: Install | | | | | | | | | | | | | | | | | |
| Customer Walk Through | | | | | | | | | | | | | | | | | |
| Customer Sign Off | | | | | | | | | | | | | | | | | |
| Water Treatment Plant | | | | | | | | | | | | | | | | | |
| HVAC: Recommissioning Existing Units | | | | | | | | | | | | | | | | | |
| HVAC: Controls Modifications | | | | | | | | | | | | | | | | | |
| Building Envelope: Install | | | | | | | | | | | | | | | | | |
| Well Pump VFD's: Material Procurement | | | | | | | | | | | | | | | | | |
| Well Pump VFD's: Installation | | | | | | | | | | | | | | | | | |
| Customer Walk Through | | | | | | | | | | | | | | | | | |
| Customer Sign Off | | | | | | | | | | | | | | | | | |
| Public Works | | | | | | | | | | | | | | | | | |
| HVAC: Recommissioning Existing Units | | | | | | | | | | | | | | | | | |
| HVAC: Controls Modifications | | | | | | | | | | | | | | | | | |
| Customer Walk Through | | | | | | | | | | | | | | | | | |
| Customer Sign Off | | | | | | | | | | | | | | | | | |
| Project Acceptance and Close Out | | | | | | | | | | | | | | | | | |

Town Hall



Estimated Town Hall Energy

| | |
|-----------------------|-----------------|
| Current Costs | \$18,130 |
| Current \$/SF | \$1.28 |
| Post-ABM Costs | \$11,355 |
| Post-ABM \$/SF | \$0.80 |

ECM Number: ECM-3

ECM Title: Controls

Existing Conditions:

The HVAC controls at the Town Hall are comprised of conventional thermostats and a few set back thermostats. A room thermostat controls each of the 8 main air conditioning systems. There are currently just a few units on a night set back or occupancy scheduling. The majority of the units do not have this capability. All of the existing thermostat control is performed at the device by anyone who may have access.

Proposed ECM:

ABM proposes to replace the existing thermostats with new, Web based thermostats. These new thermostats will have the capability for remote monitoring. This can be accomplished by most smart devices. These thermostats will also allow for remote scheduling and temperature set point adjustment and will have the following features:

- Occupancy / Vacancy scheduling
- Night set back program
- Remote temperature adjustments

Spaces will be controlled to an occupied/unoccupied temperature schedule. Night setback during unoccupied hours will be implemented. We will also provide and install a communicating thermostat for the IT room unit.



Existing thermostat pictured above.



Sample of a web-based thermostat pictured above.

ECM Number: ECM-4 & ECM-17

ECM Title: HVAC Upgrades & Commissioning

Existing Conditions:

The HVAC systems at the Town Hall are comprised of Eight (8) split systems and Five (5) rooftop package units. Five (5) of the split systems are in poor condition and are at the end of their life expectancy.

| Tag | Grade | Manufacturer | Install Date | Tons | ASHRAE Life Expectancy | Remaining Useful Life | % Useful Life | Projected Replacement Year |
|---------------|-------|--------------|--------------|------|------------------------|-----------------------|---------------|----------------------------|
| SS1 CU | A | ICP | 2015 | 5 | 15 | 13 | 87% | 2030 |
| SS1 AHU | | Carrier | 2015 | | 15 | 13 | 87% | 2030 |
| SS2 CU | F | Carrier | 1999 | 3 | 15 | -3 | -20% | 2018 |
| SS2 AHU | | Carrier | 1992 | | 15 | -10 | -67% | 2018 |
| SS3 CU | B | Carrier | 2012 | 5 | 15 | 10 | 67% | 2027 |
| SS3 AHU | | Carrier | 2012 | | 15 | 10 | 67% | 2027 |
| SS4 CU | B | ICP | 2015 | 7.5 | 15 | 13 | 87% | 2030 |
| SS4 AHU | | ICP | 2014 | | 15 | 12 | 80% | 2029 |
| SS5 CU | D | Carrier | 2004 | 5 | 15 | 2 | 13% | 2018 |
| SS5 AHU | | Carrier | | | 15 | 0 | 0% | 2018 |
| SS6 CU | C | Rheem | 2007 | 1.5 | 15 | 5 | 33% | 2018 |
| SS6 AHU | | Rheem | | | 15 | 0 | 0% | 2018 |
| SS7 CU | C | Carrier | 2007 | 2 | 15 | 5 | 33% | 2018 |
| SS7 AHU | | Carrier | | | 15 | 0 | 0% | 2018 |
| SS8 CU | C | Rheem | 2006 | 4 | 15 | 4 | 27% | 2018 |
| SS8 AHU | | Rheem | | | 15 | 0 | 0% | 2018 |
| RTU 1 (Old)* | C | Rheem | 2010 | 2 | 15 | 8 | 53% | 2018 |
| RTU 1 New | A | ICP | 2015 | 3 | 15 | 13 | 87% | 2030 |
| RTU 2 | A | ICP | 2015 | 3 | 15 | 13 | 87% | 2030 |
| RTU 3 | A | ICP | 2015 | 5 | 15 | 13 | 87% | 2030 |
| RTU 4 | A | ICP | 2015 | 5 | 15 | 13 | 87% | 2030 |
| Exhaust Fan 1 | F | Greenheck | 1968 | 1 | 15 | -34 | -227% | 2018 |
| Exhaust Fan 2 | F | Greenheck | 1968 | 1 | 15 | -34 | -227% | 2018 |

*RTU 1 (Old) is being replaced due to improper size for use, not age

One of the rooftop package units is oversized for the job it is supposed to be performing. It is serving the IT room, wasting energy and causing humidity issues in the space. The high humidity in the space was causing excessive condensation, leading to a drain line being installed as a work around.

The four (4) new rooftop package units appear to have been installed incorrectly and not to the Florida Building code. Hurricane tie downs to the roof joists and structural supports were not observed on one of the units and hurricane attachments, if any, are inadequate. The roofing of the curbs on the roof was not done properly.



The drain and electrical wiring lines for these 4 units are on wooden blocks and the PVC piping has started sagging causing double traps on drain lines.

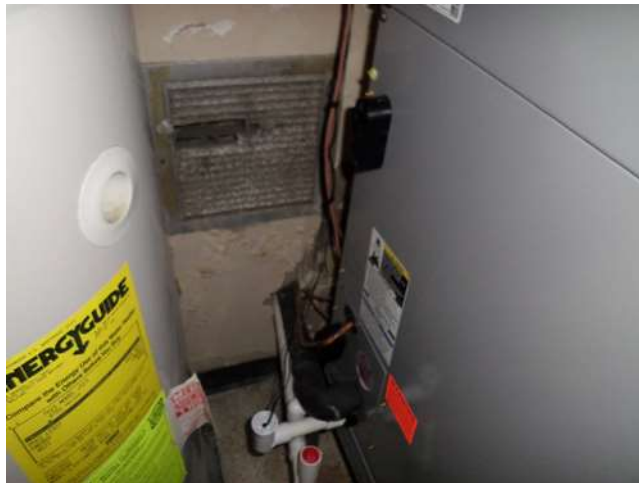


The east mechanical room is not air conditioned and the air handling unit is beginning to rust due to condensation onto the frame. The vent to the outside air is closed.



The hallway mechanical room is currently open outside air through a slotted vent. This uncontrolled outside air will introduce heat and humidity to the space even when outside air is not needed. The heat load will cause the air conditioning to run more than necessary, wasting electricity. The uncontrolled humidity source could also cause comfort issues.

Two (2) exhaust fans were found that are beyond useful life and inefficient as well.



Proposed ECM:

ABM proposes to replace Five (5) split systems (SS2, SS5, SS6, SS7, and SS8) and one (1) rooftop package unit (RTU1 old). The split systems will be high efficiency units with extended warranties. The rooftop unit will be replaced with a high efficiency ductless mini split system.

The A/C units tasked with introducing outside air into the building will have a new Global Plasma Solutions devices installed in them that will allow for maximum energy efficiency.

Plasma Explained

GPS' needlepoint cold plasma has many benefits.

Odor Control – The ions produced by GPS' patented needlepoint ionization breaks down gases with electron-volt potential numbers below 12 to harmless compounds prevalent in the atmosphere such as oxygen, nitrogen, water vapor and carbon dioxide. The resultant compounds are a function of the entering contaminants into the plasma field. A simple example would be formaldehyde, which is produced by building furnishings and thought to be carcinogenic; formaldehyde breaks down to carbon dioxide and water vapor, thus eliminating the health hazard. Another example is ammonia, which is produced by occupants (typical body odor smell), and ammonia breaks down to oxygen, nitrogen and water vapor. As you can see, what chemical you start with determines how it reacts with the ionization field and how it breaks down.

Reduction in Airborne Particles – The positive and negative ions are drawn to airborne particles by their electrical charge. Once the ions attach to the particle, the particle grows larger by attracting nearby particles of the opposite polarity, thereby increasing the filtration effectiveness.

Kills Virus, Bacteria, & Mold in the Space – Similar to how positive and negative ions surround particles, they are also attracted to pathogens. When the ions combine on the surface of a pathogen, they rob the pathogen of the hydrogen necessary for them to survive. During the final step of deactivation, the ions eliminate hydrogen from the pathogen and then the plasma cleansing process is complete, making the airborne virus, bacteria or mold spore inactive.

Ions Occur Naturally

GPS' patented technology produces the same ions that are found naturally in the atmosphere. Around waterfalls, at the beach or high in the mountains, ion levels are normally found to be in the range of 3,000 to 5,000 ions per cubic centimeter (ions/cc). GPS' technology recreates those levels of ions within buildings to achieve the same odor and pathogen control Mother Nature provides. A building without GPS will have ions levels less than 100 ions/cc. A building with GPS will have ion levels ranging from 800 ions/cc to 3,000 ions/cc depending on where the ion measurement is taken.

ASHRAE 62 is the worldwide standard used to calculate outside air requirements in commercial buildings. Within ASHRAE 62 there are two methods for determining outside air requirements; Ventilation Rate Procedure (VRP) and the Indoor Air Quality Procedure (IAQP).

VRP Explained

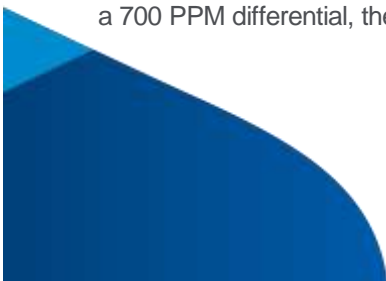
The VRP is the most commonly used method for determining outside air requirements. The outside air is calculated based on the zone use, the maximum number of occupants, the square footage of the zone and the ventilation effectiveness. The amount of outside air per person is provided in Table 6.1 in the ASHRAE Standard. The amount of outside air required per square foot is also found in Table 6.1. The ventilation effectiveness can be found in Table 6.2 and is based upon the supply and return duct locations, as well as the temperature difference between the supply air and the space temperature.

Using a classroom as an example with students ages 9+, the outside air required is 10 CFM per person and 0.12 CFM per square foot. If the ventilation effectiveness is 0.8, the outside air required to the space would be as follows for 30 students and an 800 sq. ft. space:

$$(10 \times 30 + 0.12 \times 800) / 0.8 = 495 \text{ CFM of Outside Air}$$

The cooling and heating equipment would have to be sized to handle 495CFM of outside air.

In an effort to save energy using the VRP, ASHRAE 62 will allow the outside air to be reduced based on an occupancy sensing technique such as carbon dioxide (CO2) Demand Control Ventilation (DCV). This allows the outside air to be "reset" based on the CO2 levels. Most controls systems are set up to maintain a difference of 700PPM differential of CO2 between inside and outside. If the outside level of CO2 is 300PPM, and considering a 700 PPM differential, the CO2 DCV setpoint would be 1,000 PPM. If only a few people were in the space, the



outside air would be reduced to maintain the 1,000PPM setpoint and much energy would be saved, assuming the HVAC equipment was designed to work efficiently at part load. In some situations, DCV with the VRP can lead to higher humidity conditions because standard packaged rooftop units cannot off-load sufficiently and that leads to large temperature and humidity swings as a large compressor is energizing to cool/dehumidify a much smaller load. The designer must take precaution as to how the selected equipment will operate during part-load conditions.

IAQP Explained

The IAQP is used less frequently than the VRP. Why you may ask? The primary reason is that the IAQP usually requires more time. In addition, engineers are most often trained only on the VRP. The IAQP has the potential to save the most equipment cost on new and retrofit projects plus provide much higher energy savings due to the ability to reduce outside air by adding air purification and cleaning the air in the building, thus allowing the air to be recirculated and thereby reducing the need for higher outside air quantities. Unlike the VRP, the IAQP does not look at the amount of outside air per person or per square foot, instead it requires reviewing the contaminants of concern and running mass balance equations to determine the steady state conditions of contaminants based on a filtration effectiveness for the chemicals modeled.

In an effort to reduce the consulting engineers' time, GPS has developed an IAQ spreadsheet based on ASHRAE 62. The spreadsheet calculates both the VRP outside air requirements and the IAQP requirements simultaneously. All of the mass balance equations and the effectiveness of GPS' products are already included in the spreadsheet for each chemical modeled. In a matter of a few minutes, one can see how low you can go with the outside air using the IAQP. Generally, the pressurization requirements of the building is the limiting factor as to how low you can go with the outside air. This method applies to all commercial, non-healthcare, applications. Over 600 projects have been designed using GPS' IAQ spreadsheet.

The Tampa Bay Times forum saved over 700 tons in chiller capacity, which resulted in over \$1 million in first cost savings and over \$100,000 per year in energy! K-12 applications with 100,000 square feet usually save \$350,000 to \$500,000 in first cost and over \$0.30/sq. ft. per year!

In addition to the reduced outside air, DCV can be used with the IAQP. This combination will provide for the most energy efficient building possible while providing exceptional IAQ. Since the cooling/dehumidification equipment is downsized during design, part load conditions do not cause the same "hunting/cycling" that occurs when using the VRP.

Considering how polluted outside air can be, it makes complete sense (\$cents\$) to reduce outside air, recirculate the indoor air that's already conditioned and simply purify the indoor air.

All new equipment will have new disconnects and electrical wiring whips will be installed on the equipment. Following installation, all equipment will be tested to ensure that it is performing to the manufacturer's specifications and operating efficiently.



In addition, two (2) inefficient exhaust fans will be replaced with higher efficiency fans. The three (3) systems that are not being replaced, due to their newer age, will have a performance evaluation and functional test performed on them and will be recommissioned. Note: All new equipment will be installed to the Florida Energy Code and Florida Mechanical code requirements including wind force load calculations and hurricane attachments.

All of the new outdoor condensing units will be coil coated to lengthen the life of the equipment. This will include the base pans and compressors as well as the condenser coils.

ABM uses Corrosion Solutions as our coil coating partner. We have a long track record with their product and it absolutely holds up the best overtime. A little bit about them and their product

Corrosion Solutions offers the most detailed applications in the industry using what we see and believe to be the best materials available today.

Our coil coating material is a Heresite Protective Coatings Inc product called Perfect Coat PC-2000, an air dried Phenolic coating that has all the properties to make PC-2000 one of the most long lasting, most durable coating available.



The slotted double doors on the East Mechanical room will be replaced. This mechanical room contains two (2) air conditioning air handlers and a larger electrical panel. We will condition this space to help with the rust and corrosion and to extend the life of the equipment in this space.



ECM Number: ECM-5

ECM Title: Lighting Upgrades (LED)

Existing Conditions:

The lighting at Town Hall is a combination of fluorescent tubes, compact fluorescent lamps and some LED inside and outside of the facility.

Proposed ECM:

The new lighting for Town Hall will be a complete LED retrofit. All lighting will be changed to new LED. All lamps, ballasts and LED technology installed per ABM's scope of work were specified by the manufacturers lamp and ballast guide.

Our proposed scope is listed in the table below and will include:

- Fluorescent lamps will all be replaced with LED lamps.
- Occupancy controls have also been proposed where appropriate. These controls will keep lighting turned off in unoccupied areas saving significant additional usage costs over and above the savings due to the fixture replacement or retrofit.

All lamps and ballasts must be compatible and approved by the manufacturers. If unapproved materials are installed after ABM's installation of the lighting upgrade, damage may ensue and manufacturer's warranties may be void. By installing or incorporating unapproved materials, customer agrees and acknowledges assuming all responsibility and liability associated with doing so and will hold ABM harmless from liabilities resulting from such action, and customer acknowledge that all warranties provided by ABM are void.



| Location | Area | Room | Burn | Qty | Fixture | Fixture Attributes | Existing Wattage | Action | Proposed | Qty | Control | Control Hrs | Saved | Proposed Wattage |
|---------------------|----------------------|--------------------------------------|------|-----|-----------------|---|------------------|------------|---|-----|----------------------------------|-------------|-------|------------------|
| Town of Belleair FL | Town Hall - Interior | Lobby | 2080 | 4 | LED-L10-1 | 6-in Can-Medium-PAR30-Open - no lens-Recessed | 10.0 | Do Nothing | Do Nothing | 4 | | 0 | | 40.0 |
| Town of Belleair FL | Town Hall - Interior | Lobby | 2080 | 2 | HAL-H50/LV-1 | Track-MR 16-Clear-Track | 50.0 | Relamp | INSTALL NEW 6W MR 16 LED LAMP | 2 | | 0 | | 12.0 |
| Town of Belleair FL | Town Hall - Interior | Right Hallway | 2080 | 5 | F-F32T8-2 | Troffer-2X4-Prismatic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 5 | | 0 | | 120.0 |
| Town of Belleair FL | Town Hall - Interior | Right Hallway | 2080 | 2 | UFL-FU3 1T8/6-2 | 2X2-Troffer-Prismatic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | | 0 | | 68.0 |
| Town of Belleair FL | Town Hall - Interior | Back Hallway | 2080 | 3 | F-F32T8-2 | Troffer-2X4-Prismatic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | | 0 | | 72.0 |
| Town of Belleair FL | Town Hall - Interior | Back Hallway | 2080 | 6 | UFL-FU3 1T8/6-2 | 2X2-Troffer-Prismatic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | | 0 | | 204.0 |
| Town of Belleair FL | Town Hall - Interior | Left Hallway | 2080 | 7 | F-F32T8-2 | Troffer-2X4-Prismatic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 7 | | 0 | | 168.0 |
| Town of Belleair FL | Town Hall - Interior | Trophy Case | 2080 | 1 | F-F20T12-1 | Strip-1X2-Open - no lens-Surface | 20.0 | Retrofit | RETROFIT W/ (1) NEW 2' TLED LAMP AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 10.0 |
| Town of Belleair FL | Town Hall - Interior | Main Office 1 | 2080 | 4 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 224.0 |
| Town of Belleair FL | Town Hall - Interior | Main Office 1 | 2080 | 1 | F-F32T8-2 | Troffer-1X4-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 24.0 |
| Town of Belleair FL | Town Hall - Interior | Main Office 1 | 2080 | 2 | CFL-CF32W-1 | Decorative-Medium-Frosted-Suspended | 32.0 | Relamp | INSTALL NEW 8.5W LED A-LAMP | 2 | | 0 | | 17.0 |
| Town of Belleair FL | Town Hall - Interior | Office 2 | 2080 | 4 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SE... (2) | 624 | | 224.0 |
| Town of Belleair FL | Town Hall - Interior | Office 2 | 2080 | 5 | CFL-CF32W-1 | 6-in Can-Medium-Open - no lens-Recessed | 32.0 | Relamp | INSTALL NEW 8.5W LED A-LAMP | 5 | | 0 | | 42.5 |
| Town of Belleair FL | Town Hall - Interior | Office 3 | 2080 | 5 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 5 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 280.0 |
| Town of Belleair FL | Town Hall - Interior | Building Department Office 4 | 2080 | 11 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 11 | SWITCH MOUNT OCCUPANCY SE... (3) | 624 | | 616.0 |
| Town of Belleair FL | Town Hall - Interior | Building Department Office 4 | 2080 | 2 | UFL-FU3 1T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | | 0 | | 68.0 |
| Town of Belleair FL | Town Hall - Interior | Conference Room 1 | 2080 | 4 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SE... (2) | 624 | | 224.0 |
| Town of Belleair FL | Town Hall - Interior | Break Room | 2080 | 4 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 224.0 |
| Town of Belleair FL | Town Hall - Interior | Multipurpose Room | 2080 | 7 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 7 | | 0 | | 392.0 |
| Town of Belleair FL | Town Hall - Interior | Restroom and Storage | 2080 | 2 | F-F32T8-2 | Troffer-1X4-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | | 0 | | 48.0 |
| Town of Belleair FL | Town Hall - Interior | Susan Lee Office 5 | 2080 | 3 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 108.0 |
| Town of Belleair FL | Town Hall - Interior | Stefan Office 6 | 2080 | 3 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 108.0 |
| Town of Belleair FL | Town Hall - Interior | Cathy Office 7 | 2080 | 3 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 108.0 |
| Town of Belleair FL | Town Hall - Interior | Christine Office 7 | 2080 | 2 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 72.0 |
| Town of Belleair FL | Town Hall - Interior | Murphy Office 8 | 2080 | 4 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 144.0 |
| Town of Belleair FL | Town Hall - Interior | Conference Room 2 | 2080 | 3 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 108.0 |
| Town of Belleair FL | Town Hall - Interior | Secured Area Data | 500 | 1 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | SWITCH MOUNT OCCUPANCY SE... (1) | 150 | | 36.0 |
| Town of Belleair FL | Town Hall - Interior | Reception | 2080 | 2 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 72.0 |
| Town of Belleair FL | Town Hall - Interior | Restricted Access Office 9 | 2080 | 6 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 336.0 |
| Town of Belleair FL | Town Hall - Interior | Mens Restroom | 2080 | 2 | F-F32T8-2 | Troffer-2X4-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 48.0 |
| Town of Belleair FL | Town Hall - Interior | Mens Restroom | 2080 | 1 | F-F32T8-1 | Troffer-1X4-Parabolic-Recessed | 30.0 | Retrofit | RETROFIT W/ (1) NEW 4' TLED LAMP AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 12.0 |
| Town of Belleair FL | Town Hall - Interior | Womens Restroom | 2080 | 2 | F-F32T8-2 | Troffer-2X4-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 48.0 |
| Town of Belleair FL | Town Hall - Interior | Womens Restroom | 2080 | 1 | F-F32T8-1 | Troffer-1X4-Parabolic-Recessed | 30.0 | Retrofit | RETROFIT W/ (1) NEW 4' TLED LAMP AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 12.0 |
| Town of Belleair FL | Town Hall - Interior | Utility | 500 | 1 | INCAN-H150-1 | Keyless-Medium-Open - no lens-Surface | 150.0 | Relamp | INSTALL NEW 8.5W LED A-LAMP | 1 | | 0 | | 8.5 |
| Town of Belleair FL | Town Hall - Interior | Office 10 | 2080 | 6 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | SWITCH MOUNT OCCUPANCY SE... (2) | 624 | | 336.0 |
| Town of Belleair FL | Town Hall - Interior | Vault | 2080 | 1 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 56.0 |
| Town of Belleair FL | Town Hall - Interior | Town Hall Meeting Room | 2080 | 15 | F-F32T8-3 | Troffer-2X4-Parabolic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 15 | SWITCH MOUNT OCCUPANCY SE... (2) | 624 | | 540.0 |
| Town of Belleair FL | Town Hall - Interior | Front Reception | 2080 | 16 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 16 | | 0 | | 896.0 |
| Town of Belleair FL | Town Hall - Interior | Front Reception | 2080 | 2 | CFL-CF32W-1 | Decorative-Medium-Frosted-Suspended | 32.0 | Relamp | INSTALL NEW 8.5W LED A-LAMP | 2 | | 0 | | 17.0 |
| Town of Belleair FL | Town Hall - Interior | Police Area Restroom | 8760 | 2 | F-F32T8-2 | Troffer-1X4-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SE... (1) | 2628 | | 48.0 |
| Town of Belleair FL | Town Hall - Interior | Storage | 500 | 1 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 56.0 |
| Town of Belleair FL | Town Hall - Interior | Hallway | 8760 | 2 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | | 0 | | 112.0 |
| Town of Belleair FL | Town Hall - Interior | Hallway | 8760 | 1 | CFL-CFT40W-2 | Troffer-Biax-Parabolic-Recessed | 80.0 | Retrofit | RETROFIT W/ (2) NEW 2' BIAx TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 42.0 |
| Town of Belleair FL | Town Hall - Interior | Reception Office 1 | 2080 | 3 | CFL-CFT40W-2 | Troffer-Biax-Parabolic-Recessed | 80.0 | Retrofit | RETROFIT W/ (2) NEW 2' BIAx TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | | 0 | | 126.0 |
| Town of Belleair FL | Town Hall - Interior | Reception Office 1 | 2080 | 5 | INCAN-I25-1 | 4-in Can-Medium-Open - no lens-Recessed | 25.0 | Relamp | INSTALL NEW 6W LED A-LAMP | 5 | | 0 | | 30.0 |
| Town of Belleair FL | Town Hall - Interior | Office 2 | 2080 | 4 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SE... (2) | 624 | | 224.0 |
| Town of Belleair FL | Town Hall - Interior | Office 3 | 2080 | 4 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SE... (2) | 624 | | 224.0 |
| Town of Belleair FL | Town Hall - Interior | Restroom | 8760 | 1 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | SWITCH MOUNT OCCUPANCY SE... (1) | 2628 | | 56.0 |
| Town of Belleair FL | Town Hall - Interior | Back Hallway | 8760 | 2 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SE... (1) | 2628 | | 112.0 |
| Town of Belleair FL | Town Hall - Interior | Back Hallway | 8760 | 1 | F-F32T8-2 | Troffer-2X4-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 24.0 |
| Town of Belleair FL | Town Hall - Interior | Office 4 | 2080 | 6 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | SWITCH MOUNT OCCUPANCY SE... (1) | 624 | | 336.0 |
| Town of Belleair FL | Town Hall - Interior | Fitness Center | 8760 | 11 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 11 | | 0 | | 616.0 |
| Town of Belleair FL | Town Hall - Interior | Exterior Access | 8760 | 1 | CFL-CFS15W-1 | Keyless-Medium-Open - no lens-Surface | 15.0 | Relamp | INSTALL NEW 8.5W LED A-LAMP | 1 | | 0 | | 8.5 |
| Town of Belleair FL | Town Hall - Interior | Squad Room | 8760 | 11 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 11 | SWITCH MOUNT OCCUPANCY SE... (3) | 2628 | | 616.0 |
| Town of Belleair FL | Town Hall - Interior | Squad Room | 8760 | 1 | UFL-FU3 1T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 34.0 |
| Town of Belleair FL | Town Hall - Interior | Locker Room | 8760 | 3 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | SWITCH MOUNT OCCUPANCY SE... (1) | 2628 | | 168.0 |
| Town of Belleair FL | Town Hall - Interior | Restroom | 8760 | 1 | F-F32T8-4 | Troffer-2X4-Parabolic-Recessed | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 56.0 |
| Town of Belleair FL | Town Hall - Interior | Restroom | 8760 | 6 | INCAN-I40-1 | Vanity-Medium-Open - no lens-Surface | 40.0 | Relamp | INSTALL NEW 6W LED A-LAMP | 6 | | 0 | | 36.0 |
| Town of Belleair FL | Town Hall - Interior | Restroom | 8760 | 1 | F-F32T8-2 | Vapor Tight-1X4-Prismatic-Surface | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 24.0 |
| Town of Belleair FL | Town Hall - Interior | Briefing Room 1 | 8760 | 1 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | SWITCH MOUNT OCCUPANCY SE... (1) | 2628 | | 36.0 |
| Town of Belleair FL | Town Hall - Interior | Briefing Room 2 | 8760 | 1 | F-F32T8-3 | Troffer-2X4-Prismatic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | SWITCH MOUNT OCCUPANCY SE... (1) | 2628 | | 36.0 |
| Town of Belleair FL | Town Hall - Interior | Records Room | 8760 | 2 | F-F32T8-2 | Wrap-1X4-Prismatic-Surface | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SE... (1) | 2628 | | 48.0 |
| Town of Belleair FL | Town Hall - Exterior | Parking Area | 4380 | 8 | MH-MH100-1 | Gooseneck-Medium-Clear-Pole Single | 125.0 | Retrofit | RETROFIT W/ NEW 16.5W LED RETROFIT LAMP - BYPASS BALLAST | 8 | | 0 | | 132.0 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 14 | CFL-CFQ22W-1 | Square-Circline-Frosted-Surface | 22.0 | Replace | INSTALL NEW 10W LED CANOPY FIXTURE | 14 | | 0 | | 140.0 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 3 | MH-MH175-1 | Wallpack-Mogul-Clear-Surface | 210.0 | Replace | INSTALL NEW 55W LED WALL PACK | 3 | | 0 | | 165.0 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 1 | MH-MH175-1 | Security-Mogul-Clear-Surface | 210.0 | Replace | INSTALL NEW 45W LED AREA LIGHTER W/ PHOTOCCELL | 1 | | 0 | | 45.0 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 3 | CFL-CFS15W-1 | 4-in Can-Medium-Open - no lens-Recessed | 15.0 | Relamp | INSTALL NEW 8.5W LED A-LAMP | 3 | | 0 | | 25.5 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 1 | CFL-CFS15W-1 | Flood-R30-Clear-Surface | 15.0 | Relamp | INSTALL NEW 12.5W PAR30 LED LAMP | 1 | | 0 | | 12.5 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 8 | CFL-CFS23W-1 | Flood-PAR38-Clear-Surface | 23.0 | Relamp | INSTALL NEW 17W PAR38 LED LAMP | 8 | | 0 | | 136.0 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 2 | LED-L17-1 | Flood-PAR38-Clear-Surface | 17.0 | Do Nothing | Do Nothing | 2 | | 0 | | 34.0 |
| Town of Belleair FL | Town Hall - Exterior | Building Exterior | 4380 | 6 | MH-MH70-1 | Flood-Medium-Clear-Ground | 88.0 | Replace | INSTALL NEW 18W LED FLOOD LIGHT | 6 | | 0 | | 108.0 |
| Town of Belleair FL | Town Hall - Exterior | Exterior Electrical Room | 500 | 2 | LED-L9-1 | Keyless-Medium-Open - no lens-Surface | 9.0 | Do Nothing | Do Nothing | 2 | | 0 | | 18.0 |
| Town of Belleair FL | Town Hall - Exterior | Exterior Mechanical Room near Police | 500 | 1 | F-F32T8-4 | Wrap-1X4-Prismatic-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | | 56.0 |
| Town of Belleair FL | Town Hall - Exterior | Exterior Mechanical Room | 500 | 2 | INCAN-H100-1 | Keyless-Medium-Open - no lens-Surface | 100.0 | Relamp | INSTALL NEW 8.5W LED A-LAMP | 2 | | 0 | | 17.0 |

ECM Number: ECM 5.1

ECM Title: Daylighting

Existing Conditions:

The back hallway of Town Hall and the Town Manager's do not have access to any natural light and employees would benefit from a natural light source.

Proposed ECM:

Install Daylighting System provided by Solatube for Hallway and Town Manager Office.

The Solatube is a tubular daylighting device that captures natural light at the rooftop and transfers it into building interiors where daylighting has rarely been possible. These systems feature patented optical technologies that deliver highly predictable light levels, allowing them to be used in commercial daylighting design applications similar to traditional lighting equipment.

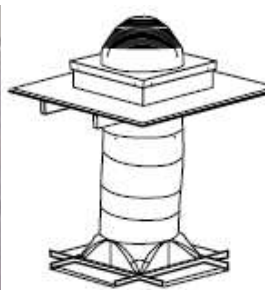
The Solatube selectively redirects, reflects, and delivers the visible spectrum of daylight to interior spaces. At the same time, it filters out infrared wavelengths to reduce daytime cooling loads. It also prevents harmful ultraviolet light from entering the building, which can damage interiors and fade furniture and fabrics. In addition, the design reduces glare and minimizes shifting patterns of light for a consistent light distribution pattern.

When sunlight is allowed to enter a building through Solatube Daylighting Systems, the people occupying it tend to be happier, healthier, and more productive. Research has shown that daylighting improves productivity, increases employee retention, reduces absenteeism, and improves student test scores.



750 Model 21" Units; (2) SolaMaster Series Solatube 750DS-C (21" Daylighting system) for closed ceiling. Each Solatube unit shall consist of the following:

- Acrylic Outer Dome and Polycarbonate Inner Dome (Florida Product Approved)
- 11" Self-flashing curb (To be delivered ahead of time for roofer to install and "boot" into existing membrane roof, DS counter flashing included for curb)
- (1) extension tube (Max. run 60")
- Top and bottom angle adapter kit
- Optiview Diffuser



ECM Number: ECM-6

ECM Title: Building Envelope

Existing Conditions:

Infiltration of unconditioned air and exfiltration of condition air will lead to higher energy costs. Town Hall had not received a building envelope analysis or envelope modifications at any time in recent memory of staff. Air leakage is evident upon inspection. Several key areas of the building have been identified as energy inefficient.



Air leakage is defined as, “the uncontrolled migration of conditioned air through the building envelope”. Caused by pressure differences due to wind, chimney (or stack) effect and mechanical systems it has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings. Tests carried out by the National Research Council of Canada on High Rise Commercial and Residential Buildings, Schools, Supermarkets and Houses have shown levels as high as 20% or 30% of heat loss could be attributed to Air Leakage. Typical savings however tend to be in the 5% to 15% range. Beyond energy savings, uncontrolled air leakage can affect the comfort of occupants’ air quality through ingress of contaminants from outside and the imbalance of mechanical systems, along with the structural integrity of the building envelope through moisture migration. Control of air leakage involves the sealing of gaps cracks and holes using appropriate materials such as Fire Retardant, Poly Urethane Foam, caulks, and appropriate weather stripping materials. The goal is to create a continuous plane of ‘air-tightness’ to completely encompass the Building Envelope and to “compartmentalize” components of the building in order to equalize pressure differences.

Proposed ECM:

ABM proposes to weather-strip and seal openings in the building to help reduce or eliminate infiltration and exfiltration of air.

- Weather-strip and seal exterior doors.
- Seal exterior windows.
- Seal roof and wall joints with two-part foam.

The utilized caulks carry a 50 year warranty from the manufacturer. If properly placed and applied in areas with typical/standard exposures to UV, etc., the material will perform well for the expected life.

The door sealing materials consist of a heavy metal aluminum carrier, and strip of Q-Ion which is a formed & angled sponge wrapped in vinyl. It is applied to the door frames, secured with screws, and caulked for added durability and air sealing through the carrier. This is a very long life material, and provided it's not physically cut or damaged, it is expected to last 10-20 years.

The sweeps utilize a double fin film seal between a set of brushes, also embedded in a heavy aluminum carrier. The material is typically placed under the kick plate of the door, and secured in the same manner as the rest of the door seal. Due to brushing the ground, the sweep protects the film to keep the seal tight.

ECM Number: ECM 6.1

ECM Title: Roofing & Skylight

Existing Conditions:

The roofing systems on the low slope roofs of Belleair Town Hall are in Fair to poor condition. Several deficiencies that could contribute to water leakage were observed, including seam failure near perimeter and improperly flashed curbs around skylights, A/C units, and other small penetrations. The roofs range from 17-22 years old and are at the end of their lifecycle.

- Roof surface is covered with a modified bitumen. Failing seams were seen throughout entire roof
- Poorly Flashed curbs and penetrations are noticed throughout the entirety of the roof.
- Granules missing from bitumen exposing fiberglass throughout the entire roof.
- The roof surface has adequate positive drainage towards the internal Drains, gutters, and scuppers.

Core Sample Revealed:

- 1 roofing systems
- 3/4" Modified Bitumen
- 1/2" cover board
- 1/2" ISO
- 1"-4" of Lightweight concrete
- Wood decking
- No moisture was observed below the roof membrane within core sample.

The adequacy of the existing Drainage system of the water from the low roof was evaluated using the procedures outlined in the Architectural Manual published by the Sheet Metal and Air conditioning contractors National Association (SMACNA). The procedures in this manual have been recognized in the roofing industry as the standard.

Our Analysis was performed on the low slope roof. A roof area factor of 1.2 was used to calculate the design area. Using rainfall design values for 10-years and 100-year storms for the area, the results indicated that the existing drainage system have sufficient capacity to drain the water from the roof surface.

The permanently covered skylight was previously determined to be leaking.



Proposed ECM:

TPO Reroof W/Skylight Replacement

- Power wash entire roof surface
- Fully adhere .060 Mil fleece back TPO over the existing modified bitumen roof system in accordance with the manufacturers specifications, using CR-20 "spatter pattern" method.
- Install .060 mil TPO at the base of the parapet wall and terminate with aluminum termination bar in accordance with manufacturer specification
- Install new metal drip edge where metal drip edge existed.
- Flash all curbs and penetrations in accordance with the manufacturers specifications
- Install 6 new drain inserts in internal drains and flash in accordance with manufacturer specifications

Skylight Replacement

- Remove skylight structure and roof flashing
- Replace any damaged underlayment.
- Install new 4'x8' foot skylight.
- Remove and replace damaged wood beams and trim. New wood on interior to be painted to match color and finish as surrounding surfaces.
- Install new skylight per manufactures specifications.

Warranty

20 Year Labor; 20 Year Material

Upon completion, Hicks Roofing, Inc. will provide the owner with a warranty from the manufacturer for the materials, and a warranty covering workmanship from the actual installation date to be issued by Hicks Roofing, Inc. All warranties shall be subject to the terms and conditions on the warranty documents. The term of the warranties shall be outlined in the Executive Summary in this proposal. Annual maintenance plan must be executed to comply with the requirements of all warranties.

ECM Number: ECM-8

ECM Title: Electrical Panels

Existing Conditions:

Upon initial inspection, ABM was notified that the electrical panel in the south electrical room had been “bypassed” when the new AC units were installed on the roof. This panel is adjacent to the ladder to the roof. ABM subsequently tested this panel and found that it was actually active and energized with more than 50A service.

The panel was mounted to alleviate the immediate safety concern, but a thorough investigation identified various code violations and issues with the outdated electrical infrastructure.

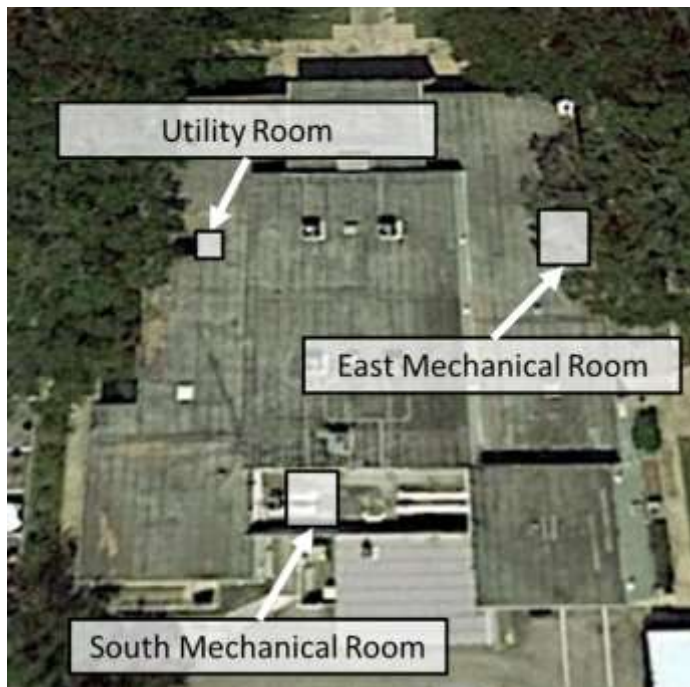


Figure 1 - South Mechanical Room



Figure 2: South Mechanical Room
Mounted Panel

The three electrical Main Distribution Panels (MDP) have several NEC code and OSHA violations, are obsolete, not supported for parts, and have deteriorated/corroded enclosures.

NEC Violations!

South Mechanical Room

- Exposed and energized conductors and parts. The cover is unattached and leaning against the panel.



- Pull Box not listed and rated for the application. Exposed conductors and not sealed.



NFPA70e Safety and Hazardous Conditions

- Lack of annual maintenance.
- Labeling missing or inaccurate.
- No NFPA70e Arc Flash Compliance.



Utility Room

- NEC 110.26; Minimum 30 inch Clearance in front of enclosures.
- Flammables, clutter.



South Mechanical Room



Figure 3 - South Mechanical Room



Figure 4 - South Mechanical Room



General Issues:

- Age of Equipment: The existing (3) main PanelBoards are 35+ years old.
 - Parts.
 - Reliability.
- Maintenance annually, NFPA70b.



Proposed ECM:

This project will remove the panels and install new MDP's and bring the panels into NEC 2017 and local code compliance.

- Remove and install new OEM supported MDP's.
- Bring electrical rooms into code compliance.
- Establish required maintenance routines.

Procedures and Planning:

- Obtain Authorization To Proceed.
- Perform detailed specifications and engineering. Specifications and data collection (1) 8Hr day. Engineering and Arc Flash calculations. (6 weeks)
- Order equipment -6 week Lead Time.
- Pre Install assembly.

Demolition and Install (3) MDPs. Power Outage Required. (3) 12hr shifts (Non-Normal Business Hours to minimize operations disruptions for town.

Procedure and Planning (Continued) Acceptance Testing. NETA Section 7 ATS-2017

| Specification Section | Equipment Description | Covered/Included Tasks | Exceptions and Excluded Tasks |
|-----------------------|---|--------------------------------------|-------------------------------|
| NETA/ANSI 7.1 | (3) Switchgear and Switchboard Assemblies | Visual, Mechanical, Electrical Tests | Optional Tests Excluded |
| NETA/ANSI 7.3.2 | (9) Cables, Low-Voltage, 600-Volt Maximum | Visual, Mechanical, Electrical Tests | Optional Tests Excluded |
| NETA/ANSI 7.5.1 | (11) Switches, Air, Low-Voltage | Visual, Mechanical, Electrical Tests | Optional Tests Excluded |
| NETA/ANSI 7.16.1 | (14) Motor Starters, Low-Voltage | Visual, Mechanical, Electrical Tests | Optional Tests Excluded |
| NETA/ANSI 7.13.1 | Grounding System | Visual, Mechanical, Electrical Tests | Optional Tests Excluded |
| NETA/ANSI 9 | Thermographic | | Optional Tests Excluded |
| NETA/ANSI 8 | System Functioning and Commissioning | | Optional Tests Excluded |
| NETA/ANSI 6 | Power System Studies – Arc Flash | | Optional Tests Excluded |

Expected Test Results from above; NETA Section 7 consists of sections specific to each particular type of equipment. Within those sections there are, typically, four main bodies of information:

A. Visual and Mechanical Inspection

B. Electrical Tests

C. Test Values – Visual and Mechanical

D. Test Values – Electrical

- Labeling; Install Equipment labels per NFPA 70e and NFPA 79.
- Review installation and OEM manuals.
- Review arc flash compliance and any recommendations for mitigation.

| EQUIPMENT LIST | | |
|-----------------------------------|-----------------------------------|-----|
| Description | Equipment Type | QTY |
| Switchboard (1) Main & (8) Disc. | Panel board (<600V) | 1 |
| Main Dicsonnect | LV Disconnect Switch <400A | 1 |
| Fusible Disc #1 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #2 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #3 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #4 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #5 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #6 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #7 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #8 | LV Disconnect Switch <400A | 1 |
| AC Local Disconnect | LV Disconnect Switch <400A | 1 |
| | | |
| Main Disconnect | LV Wall Mtd Disc Switch, <400A | 1 |
| Fusbile Disconnect | LV Wall Mtd Disc Switch, <400A | 1 |
| Fusbile Disconnect | LV Wall Mtd Disc Switch, <400A | 1 |
| Fusbile Disconnect | LV Wall Mtd Disc Switch, <400A | 1 |
| Panel | LV Wall Mtd Disc Switch, <400A | 1 |
| Fusbile Disconnect | LV Wall Mtd Disc Switch, <400A | 1 |
| Fusbile Disconnect | LV Wall Mtd Disc Switch, <400A | 1 |
| Breaker | Molded Case Bkr <200A Primary Inj | 1 |
| | | |
| Switchboard (1) Main & (10) Disc. | Panel board (<600V) | 1 |
| Main Dicsonnect | LV Disconnect Switch <400A | 1 |
| Fusible Disc #1, Fans | LV Disconnect Switch <400A | 1 |
| Fusible Disc #2 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #3 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #4 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #5 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #6 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #7 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #8 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #9 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #10, East AC#1 | LV Disconnect Switch <400A | 1 |
| | | |
| Switchboard (1) Main & (4) Disc. | Panel board (<600V) | 1 |
| Main Dicsonnect | LV Disconnect Switch <400A | 1 |
| Fusible Disc #1 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #2, Air Handler | LV Disconnect Switch <400A | 1 |
| Fusible Disc #3 | LV Disconnect Switch <400A | 1 |
| Fusible Disc #4, Condenser | LV Disconnect Switch <400A | 1 |

FIGURE 1, LIFE CYCLE ASSESSMENT



| | | | | | | | | | | | | | | | | | | |
|---|--------------------------|------------|------------------|--------------|---------------|-------------------|--------------------------------------|---|---|------------|---|---|---|---------|--|--|---|--|
| GENERAL COMMENTS: The Belleair Town Hall building is located in the Town of Belleair and is a single floor structure Electrical infrastructure is various ages 1960's and 1980's gear. Building is brick and wood frame. Wood framing is original installation There is no evidence of any required maintenance on the electrical switchgear nor Arc flash labels. There are exposed and energized conductors in the South Mechanical room as well as significant clutter and flammable. | | | | | | | | *NOTE: OVERALL RATING =A+B+C+D+E | | | | | LEGEND: A= HISTORICAL EXPERIENCE B= EXISTING CONDITIONS C= AGE vs. EXPECTED LIFE D= AMBIENT CONDITIONS E= LOADING | | RATING SYSTEM: 3 = HIGH RISK 2 = MODERATE RISK 1 = LOW RISK | |  | |
| | | | | | | | | Loading | | PARAMETERS | | | | | OVERALL | | | |
| COMPONENT | Service | Date | Voltage/ Size | MFG. | Type Frame | Location | PRODUCT ION IMPACT (H /M/L) | | A | B | C | D | E | RATING* | Comments | | | |
| Average Risk | | | | | | | | | | | | | | | 10.78 | | | |
| East Mechanical Room | | | | | | | | | | | | | | | | | | |
| Switchboard (1) Main & (8) Disc. | AC Units | Pre-1970's | 208Y/120V | Westinghouse | 200A | East Wall | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Main Disconnect | FDP | Pre-1970's | 208Y/120V | Westinghouse | 200A | Bottom Feed | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. Could not open. | | | |
| Fusible Disc #1 | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | Top 1st Row Left | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #2 | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | Top 1st Row Right | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #3 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 2nd Row Left | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #4 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 2nd Row Right | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #5 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 4th Row Left | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #6 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 4th Row Right | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #7 | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | 6th Row Left | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #8 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 6th Row Right | H | | 1 | 3 | 3 | 2 | 1 | 10 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| AC Local Disconnect | AC Compressor Outside | 1980's | 208Y/120V | SqD | 15A | Outside East | | | 1 | 2 | 3 | 2 | 1 | 9 | | | | |
| Cummings Diesel Generator Set | Public Safety Bldg | ? | 208Y/120V | Cummings | 125KW | Outside South | H | | 1 | 1 | 2 | 2 | 1 | 7 | 200A Main. Prior service found energized conductors taped behind the wall. Open accessible to non qualified persons in public hallway | | | |


FIGURE 2, LIFE CYCLE ASSESSMENT

| GENERAL COMMENTS: The Belleair Town Hall building is located in the Town of Belleair and is a single floor structure Electrical infrastructure is various ages 1960's and 1980's gear. Building is brick and wood frame. Wood framing is original installation There is no evidence of any required maintenance on the electrical switchgear nor Arc flash labels. There are exposed and energized conductors in the South Mechanical room as well as significant clutter and flammable. | | | | | | | | NOTE: OVERALL RATING =A+B+C+D+E | | | | | | | ABM Building Value | |
|--|-------------------|------------|------------------|--------------|---------------|------------|-------------------------------------|--|------------|---|---|---|--|---------|---|--|
| | | | | | | | | LEGEND: A= HISTORICAL EXPERIENCE B= EXISTING CONDITIONS C= AGE vs. EXPECTED LIFE D= AMBIENT CONDITIONS E= LOADING | | | | | RATING SYSTEM: 3 = HIGH RISK 2 = MODERATE RISK 1 = LOW RISK | | | |
| COMPONENT | Service | Date | Voltage/ Size | MFG. | Type Frame | Location | PRODUCT ION IMPACT(H /M/L) | Loading | PARAMETERS | | | | | OVERALL | Comments | |
| | | | | | | | | | A | B | C | D | E | RATING* | | |
| South Mechanical Room | | | | | | | | | | | | | | 15 | Exposed J-Box/Piull Box not rated, NEC access violations, Clutter, flammables, exposed energized switchgear | |
| Main Disconnect | | 1980's | 208/120 | SqD | | Wall Mount | | | 1 | 3 | 3 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |
| Fusible Disconnect | Panel E Kithcen | Pre-1970's | 208/120V | Westinghouse | 200A | Wall Mount | | | 1 | 3 | 3 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |
| Fusible Disconnect | Mech Room | Pre-1970's | 208/120V | Westinghouse | 200A | Wall Mount | | | 1 | 3 | 3 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |
| Fusible Disconnect | AC Fire Dept. | Pre-1970's | 208/120V | Westinghouse | 200A | Wall Mount | | | 1 | 3 | 3 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |
| Panel | ?? | Pre-1970's | 208/120V | | 100A | Wall Mount | | | 1 | 3 | 3 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |
| Fusible Disconnect | AC Panel | Pre-1970's | 208/120V | Westinghouse | 60A | Wall Mount | | | 1 | 3 | 3 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |
| Fusible Disconnect | Fire Dept Cooking | Pre-1970's | 208/120V | SqD | 100A | Wall Mount | | | 1 | 3 | 3 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |
| Breaker | | 1980's | 208/120V | SqD | 30A | Wall Mount | | | 3 | 3 | 1 | 3 | 1 | 11 | NEC Violation 48" Access Boundary | |

| GENERAL COMMENTS: The Belleair Town Hall building is located in the Town of Belleair and is a single floor structure Electrical infrastructure is various ages 1960's and 1980's gear. Building is brick and wood frame. Wood framing is original installation There is no evidence of any required maintenance on the electrical switchgear nor Arc flash labels. There are exposed and energized conductors in the South Mechanical room as well as significant clutter and flammable. | | | | | | | | NOTE: OVERALL RATING =A+B+C+D+E | | | | | RATING SYSTEM: 3 = HIGH RISK 2 = MODERATE RISK 1 = LOW RISK | |  | |
|--|-------------------------|------------|-----------|--------------|------|-------------------|---|--|---------|------|------------------|------|--|----------|---|---|
| | | | | | | | | LEGEND: A= HISTORICAL EXPERIENCE B= EXISTING CONDITIONS C= AGE vs. EXPECTED LIFE D= AMBIENT CONDITIONS E= LOADING | | | | | | | | |
| | | | | | | | | COMPONENT | Service | Date | Voltage/ Size | MFG. | Type Frame | Location | | |
| Switchboard (1) Main & (10) Disc. | | | | | | | | Measured 40 amps each phase | | | | | | | 15 | NEC 110.2 Listed and Labeled Equipment can be used for electrical. NEC 312.5 Exposed and Energized conductors. Panel cover off. |
| Main Disconnect | FDP | Pre-1970's | 208Y/120V | Westinghouse | 400A | Bottom Feed | H | | 1 | 3 | 3 | 3 | 1 | 11 | Sec. 110-26 of the National Electrical Code (NEC): 1) at least a 3-ft clearance in front of all electrical equipment; 2) a 30 in.-wide working space in front of equipment operating at 600V or less; | |
| Fusible Disc #1, Fans | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | Top 1st Row Left | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | |
| Fusible Disc #2 | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | Top 1st Row Right | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | |
| Fusible Disc #3 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 3rd Row Left | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | |
| Fusible Disc #4 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 3rd Row Right | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | |
| Fusible Disc #5 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 5th, Left | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | |
| Fusible Disc #6 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 5th Row Right | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | |
| Fusible Disc #7 | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | 6th Row Left | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsolete. No maintenance history. No Arc Flash. Grounding not visible. | |

| GENERAL COMMENTS: The Belleair Town Hall building is located in the Town of Belleair and is a single floor structure Electrical infrastructure is various ages 1960's and 1980's gear. Building is brick and wood frame. Wood framing is original installation There is no evidence of any required maintenance on the electrical switchgear nor Arc flash labels. There are exposed and energized conductors in the South Mechanical room as well as significant clutter and flammable. | | | | | | | | *NOTE: OVERALL RATING =A+B+C+D+E | | | | | | ABM Building Value | |
|--|-------------------------|------------|------------------|--------------|---------------|---------------|-------------------------------------|--|------------|---|--|---|---|-----------------------|--|
| | | | | | | | | LEGEND: A= HISTORICAL EXPERIENCE B= EXISTING CONDITIONS C= AGE vs. EXPECTED LIFE D= AMBIENT CONDITIONS E= LOADING | | | RATING SYSTEM: 3 = HIGH RISK 2 = MODERATE RISK 1 = LOW RISK | | | | |
| COMPONENT | Service | Date | Voltage/ Size | MFG. | Type Frame | Location | PRODUCT ION IMPACT(H /M/L) | Loading | PARAMETERS | | | | | OVERALL RATING* | Comments |
| | | | | | | | | | A | B | C | D | E | | |
| Fusible Disc #8 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 6th Row Right | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. |
| Fusible Disc #9 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 7th Row Right | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. |
| Fusible Disc #10, East AC#1 | Safety Sw | Pre-1970's | 208Y/120V | Westinghouse | 200A | 8th Row | H | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. |

FIGURE 3, LIFE CYCLE ASSESSMENT

| | | | | | | | | | | | | | | | | | | |
|---|-------------------------|------------|------------------|--------------|---------------|-------------------|-------------------------------------|--|---|------------|---|---|---|---------|---|--|---|--|
| GENERAL COMMENTS: The Belleair Town Hall building is located in the Town of Belleair and is a single floor structure Electrical infrastructure is various ages 1960's and 1980's gear. Building is brick and wood frame. Wood framing is original installation There is no evidence of any required maintenance on the electrical switchgear nor Arc flash labels. There are exposed and energized conductors in the South Mechanical room as well as significant clutter and flammable. | | | | | | | | NOTE: OVERALL RATING =A+B+C+D+E | | | | | LEGEND: A= HISTORICAL EXPERIENCE B= EXISTING CONDITIONS C= AGE vs. EXPECTED LIFE D= AMBIENT CONDITIONS E= LOADING | | RATING SYSTEM: 3 = HIGH RISK 2 = MODERATE RISK 1 = LOW RISK | |  | |
| | | | | | | | | Loading | | PARAMETERS | | | | | OVERALL | | | |
| COMPONENT | Service | Date | Voltage/ Size | MFG. | Type Frame | Location | PRODUCT ION IMPACT(H /M/L) | | A | B | C | D | E | RATING* | | | | |
| Utility Room Main Bldg | | | | | | | | | | | | | | | | | | |
| Switchboard (1) Main & (4) Disc. | AC Units | Pre-1970's | 208Y/120V | Westinghouse | 200A | South Wall | | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Main Disconnect | FDP | Pre-1970's | 208Y/120V | Westinghouse | 200A | Bottom Feed | | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #1 | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | Top 1st Row Left | | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #2, Air Handler | FDP Twin | Pre-1970's | 208Y/120V | Westinghouse | 30A | Top 1st Row Right | | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #3 | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 2nd Row Left | | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. | | | |
| Fusible Disc #4, Condenser | FDP Twin w/ Mstarter | Pre-1970's | 208Y/120V | Westinghouse | 30A | 2nd Row Right | | | 1 | 3 | 3 | 3 | 1 | 11 | Beyond expected life. Parts obsoleted. No maintenance history. No Arc Flash. Grounding not visible. | | | |

Dimmitt Community Center



Estimated Community Center Energy

| | |
|-----------------------|-----------------|
| Current Costs | \$32,358 |
| Current \$/SF | \$2.07 |
| Post-ABM Costs | \$20,517 |
| Post-ABM \$/SF | \$1.31 |

ECM Number: ECM-3

ECM Title: Controls

Existing Conditions:

The HVAC controls at the Dimmit Community Center were comprised of a QBC Controller and utilized some Johnson Controls and Distech devices in the units. As service related issues mounted, staff experienced frustration identifying the accountable party and in many instances where the Air Conditioning was not functioning properly, vendors were pointing fingers at one another.

This led to extended delays getting the air conditioning repaired, inefficient use of staff time and citizen complaints as temperatures increased with the air conditioning not working.

Ultimately, the existing system was bypassed due to the various failures and inability of vendors to maintain the control system in proper working order. Currently, a simple switch and conventional type thermostats are controlling the 6 units cooling the gym. All systems will run 24 hours a day, 7 days a week as if the building had normal occupancy without proper "set back" controls.





Gym units are being controlled by individual thermostats. Note the gym air grilles at the top of the photo. All of these grilles will be replaced with gym specific grilles.

Proposed ECM:

ABM proposes to replace the existing control system with a new, BacNet DDC, open protocol, user friendly, graphics based system. Temperature/humidity sensors will be installed in the areas served by the air conditioning systems. These sensors will report to the main controller that will allow an authorized operator to monitor and control the related equipment. The main controller will be a computer-based program with the following:

- Graphics based display
- Occupancy / Vacancy scheduling
- Night set back program

ABM will provide and install controls on the HVAC Systems. ABM will also provide and install room temp/humid sensors. Humidity levels will be maintained to protect the hardwood flooring in the gym. Night setback during unoccupied hours will be implemented. ABM will also provide and install a digital, programmable thermostat for Split System #1 that takes care of the Yoga room.

ECM Number: ECM-4 & ECM-17

ECM Title: HVAC Upgrades & Commissioning

Existing Conditions:

The HVAC systems at the Dimmitt Community Center are comprised of 10 systems.

| Tag | Grade | Manufacturer | Install Date | Tons | ASHRAE Life Expectancy | Remaining Useful Life | % Useful Life | Projected Replacement Year |
|--------|-------|--------------|--------------|------|------------------------|-----------------------|---------------|----------------------------|
| CU 1 | D | Carrier | 2005 | 2 | 15 | 3 | 20% | 2018 |
| AHU 1 | D | Carrier | 2006 | | 15 | 4 | 27% | 2018 |
| RTU 1 | B | Carrier | 2013 | 10 | 15 | 11 | 73% | 2028 |
| RTU 2 | A | ICP | 2016 | 10 | 15 | 14 | 93% | 2031 |
| RTU 3 | D | Carrier | 2006 | 7.5 | 15 | 4 | 27% | 2018 |
| RTU 4* | D | Carrier | 2005 | 6 | 15 | 3 | 20% | N/A* |
| RTU 5* | D | Carrier | 2005 | 6 | 15 | 3 | 20% | N/A* |
| RTU 6 | D | Carrier | 2006 | 7.5 | 15 | 4 | 27% | 2018 |
| RTU 7 | B | ICP | 2011 | 6 | 15 | 9 | 60% | 2026 |
| RTU 8 | C | Carrier | 2006 | 6 | 15 | 4 | 27% | 2018 |
| RTU 9 | B | Carrier | 2014 | 6 | 15 | 12 | 80% | 2029 |
| HEF 1 | C | Greenheck | 2006 | | 15 | 4 | 27% | 2018 |
| TEF-1A | D | Greenheck | 2006 | | 15 | 4 | 27% | 2018 |
| TEF-1B | D | Greenheck | 2006 | | 15 | 4 | 27% | 2018 |

*RTU 4 & 5 will be removed, but not replaced, in the proposed scope of work

There are currently 6 Roof Top Units serving the Gym, RTUs 1-6 on the equipment list and as can be seen in the image above. The units are currently manually controlled, as described in the controls section. The space can be sufficiently cooled and dehumidified under most circumstances by RTU's 1 & 2, both ten (10) ton units. If additional capacity is needed for heavy load situations, RTU's 3 and 6 can handle the additional load.





Examples of deteriorated condenser coils that effect the energy consumption and efficiency of the equipment. Also note the drain line on the roof. These will be cleaned up and proper stands will be installed on all units.



This is the kitchen exhaust fan that attaches to the hood over the range. It is not used very much and it is in fair condition. ABM will be recommissioning this fan so it can provide years of trouble free service.



These are the two bathroom / locker room exhaust fans. They are in poor condition and will be replaced by higher efficiency exhaust fans.



Proposed ECM:

ABM proposes to replace two of the six gym systems with new equipment of equal capacity. Units 1 & 2 are new and will be recommissioned, Units 4 & 5 are not needed and due to age and deterioration will be removed from the roof and the electric and curbs will be capped. The 2 backup gym units (RTU 3 & 6) are beyond useful life and will be replaced. Humidity is a key factor in the gym space due to the hardwood floors and as such, humidity will be the first factor in the controls programming for this area.

Split system # 1 which takes care of the Yoga room will be completely replaced and a new digital, programmable thermostat will be installed for this system.

Rooftop units 7 & 8 are deteriorating and will be replaced. RTU 9 is newer and will be recommissioned.

Additionally, the air conditioners tasked with bringing outside air into the building will have Global Plasma Systems installed to limit the amount of fresh air needed.

All air conditioning equipment will be started, tested, and checked for efficient operation according to the manufacturer's requirements.

The kitchen exhaust fan will be recommissioned and be available for use as needed. New belts, contactor, bearings, etc. will be replaced as needed during the recommissioning. Both of the locker room exhaust fans will be replaced due to age and condition. New high-efficiency fans will be installed, started, and checked for proper operation.

All equipment removed will be disposed of following the EPA guidelines for hazardous wastes.

ECM Number: ECM-5

ECM Title: Lighting Upgrades (LED)

Existing Conditions:

The existing lighting system at the Community Center contains an assortment of linear fluorescent (LF), Compact fluorescent (CFL) and Metal Halide (MH) technology. There are no existing occupancy based lighting controls. The current light levels are within *Illuminating Engineering Society* (IES) recommended ranges.



Note: The metal halide (MH) lamps in the gyms are highly inefficient and have long “warm up” times that causes staff to turn them on well before the gyms are being used. The existing metal halide fixtures are also showing signs of “color shift” which is common as MH lamps degrade. The MH lamps have a short average rated life of 20,000 hrs. When these high reach lamps fail, the cost and labor time is high as town staff must secure a lift to replace lamps.

Proposed ECM:

The new lighting will be a complete LED upgrade. The gyms and exteriors will be converted to brand new LED fixtures. The existing linear fluorescent and CFL fixtures will be retrofitted with new LED lamps and drivers. This will impact not only energy costs, it will significantly reduce maintenance costs, improve light quality and eliminate toxic materials from the lighting system, as all existing lamps contain mercury and must be disposed of through a hazardous waste recycling facility per EPA requirements.

Our proposed scope will include:

- Replacement of (7) exterior wall mounted MH fixtures with new LED wall pack fixtures.
- Retrofit of (16) exterior CFL fixtures to LED
- Replacement of (30) Gym fixtures with new LED hi-bay fixtures (200,000 hour projected life and 5 year manufacturer's warranty)
- Retrofit (114) various linear fluorescent fixtures with new LED lamps and drivers
- Retrofit (31) various CFL fixtures with new LED lamps

All lamps and ballasts must be compatible and approved by the manufacturers. If unapproved materials are installed after ABM's installation of the lighting upgrade, damage may ensue and manufacturer's warranties may be void. By installing or incorporating unapproved materials, customer agrees and acknowledges assuming all responsibility and liability associated with doing so and will hold ABM harmless from liabilities resulting from such action, and customer acknowledge that all warranties provided by ABM are void.

| Location | Area | Room | Burn | Qty | Fixture | Fixture Attributes | Existing Wattage | Action | Proposed | Qty | Control | Control Hrs Saved | Proposed Wattage |
|---------------------|------------------------------|----------------------------|------|-----|----------------|---|------------------|------------|---|-----|------------------------------------|-------------------|------------------|
| Town of Belleair FL | Recreation Center - Interior | Electrical Room Around Gym | 500 | 1 | F-F32T8-4 | Industrial Strip-1X8-Open - no lens-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | 56.0 |
| Town of Belleair FL | Recreation Center - Interior | Storage | 500 | 3 | F-F32T8-4 | Industrial Strip-1X8-Open - no lens-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | | 0 | 168.0 |
| Town of Belleair FL | Recreation Center - Interior | Storage | 500 | 4 | F-F32T8-4 | Industrial Strip-1X8-Open - no lens-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | | 0 | 224.0 |
| Town of Belleair FL | Recreation Center - Interior | Gym | 3640 | 30 | MH-MH400-1 | Highbay Mogul-Clear-Suspended | 458.0 | Replace | INSTALL NEW 138W LED HIGH BAY FIXTURE | 30 | | 0 | 4140.0 |
| Town of Belleair FL | Recreation Center - Interior | Entrance | 3640 | 6 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | | 0 | 204.0 |
| Town of Belleair FL | Recreation Center - Interior | Storage | 500 | 1 | F-F32T8-4 | Wrap-1X4-Prismatic-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 1 | | 0 | 56.0 |
| Town of Belleair FL | Recreation Center - Interior | Stairs | 3640 | 6 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | | 0 | 204.0 |
| Town of Belleair FL | Recreation Center - Interior | 2nd Floor Fitness Area | 3640 | 6 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | | 0 | 204.0 |
| Town of Belleair FL | Recreation Center - Interior | 2nd Floor Mechanical Room | 500 | 2 | F-F32T8-4 | Industrial Strip-1X8-Open - no lens-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | | 0 | 112.0 |
| Town of Belleair FL | Recreation Center - Interior | Reception and Hallway | 3640 | 24 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 24 | | 0 | 816.0 |
| Town of Belleair FL | Recreation Center - Interior | Office 1 | 3640 | 4 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | SWITCH MOUNT OCCUPANCY SENSING (1) | 1092 | 136.0 |
| Town of Belleair FL | Recreation Center - Interior | Office 2 | 3640 | 2 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | SWITCH MOUNT OCCUPANCY SENSING (1) | 1092 | 68.0 |
| Town of Belleair FL | Recreation Center - Interior | Office 3 | 3640 | 3 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 3 | SWITCH MOUNT OCCUPANCY SENSING (1) | 1092 | 102.0 |
| Town of Belleair FL | Recreation Center - Interior | Game Room 1 | 3640 | 16 | F-F32T8-3 | Troffer-2X4-Parabolic-Recessed | 80.0 | Retrofit | RETROFIT W/ (3) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 16 | | 0 | 576.0 |
| Town of Belleair FL | Recreation Center - Interior | Game Room 2 | 3640 | 12 | UFL-FU31T8/6-2 | 2X2-Troffer-Parabolic-Recessed | 55.0 | Retrofit | RETROFIT W/ (2) NEW 2' U6 TLED LAMPS AND NEW ELECTRONIC BALLAST | 12 | | 0 | 408.0 |
| Town of Belleair FL | Recreation Center - Interior | Storage | 500 | 2 | F-F32T8-4 | Wrap-1X4-Prismatic-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 2 | | 0 | 112.0 |
| Town of Belleair FL | Recreation Center - Interior | Storage | 500 | 4 | F-F32T8-4 | Wrap-1X4-Prismatic-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | | 0 | 224.0 |
| Town of Belleair FL | Recreation Center - Interior | Concession | 3640 | 4 | F-F32T8-4 | Wrap-1X4-Prismatic-Surface | 108.0 | Retrofit | RETROFIT W/ (4) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 4 | | 0 | 224.0 |
| Town of Belleair FL | Recreation Center - Interior | Mens Restroom | 3640 | 6 | F-F32T8-2 | Strip-1X4-Open - no lens-Surface | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 6 | | 0 | 144.0 |
| Town of Belleair FL | Recreation Center - Interior | Mens Restroom | 3640 | 5 | CFL-CF32W-2 | Square-Plug-in 4 Pin-Open - no lens-Recessed | 64.0 | Relamp | INSTALL (2) NEW 10.5W PL LED LAMPS - HORIZONTAL | 5 | | 0 | 105.0 |
| Town of Belleair FL | Recreation Center - Interior | Womens Restroom | 3640 | 8 | F-F32T8-2 | Strip-1X4-Open - no lens-Surface | 55.0 | Retrofit | RETROFIT W/ (2) NEW 4' TLED LAMPS AND NEW ELECTRONIC BALLAST | 8 | | 0 | 192.0 |
| Town of Belleair FL | Recreation Center - Interior | Womens Restroom | 3640 | 5 | CFL-CF32W-2 | Square-Plug-in 4 Pin-Open - no lens-Recessed | 64.0 | Relamp | INSTALL (2) NEW 10.5W PL LED LAMPS - HORIZONTAL | 5 | | 0 | 105.0 |
| Town of Belleair FL | Recreation Center - Exterior | Exterior | 4380 | 2 | CFL-CF32W-2 | Decorative-Plug-in 4 Pin-Frosted-Wall-Vertical | 64.0 | Relamp | INSTALL (2) NEW 10.5W PL LED LAMPS - HORIZONTAL | 2 | | 0 | 42.0 |
| Town of Belleair FL | Recreation Center - Exterior | Exterior | 4380 | 4 | CFL-CF32W-1 | Wall Wash-Plug-in 4 Pin-Frosted-Wall | 32.0 | Do Nothing | Do Nothing | 4 | | 0 | 128.0 |
| Town of Belleair FL | Recreation Center - Exterior | Exterior | 4380 | 5 | MH-MH175-1 | Wallpack Mogul-Clear-Wall | 210.0 | Replace | INSTALL NEW 55W LED WALL PACK | 5 | | 0 | 275.0 |
| Town of Belleair FL | Recreation Center - Exterior | Exterior | 4380 | 14 | CFL-CF32W-2 | 10-in Can-Plug-in 4 Pin-Open - no lens-Recessed | 64.0 | Relamp | INSTALL (2) NEW 10.5W PL LED LAMPS - HORIZONTAL | 14 | | 0 | 294.0 |
| Town of Belleair FL | Recreation Center - Exterior | Exterior | 4380 | 2 | MH-MH70-1 | Wallpack Medium-Frosted-Wall | 88.0 | Replace | INSTALL NEW 30W LED WALL PACK | 2 | | 0 | 60.0 |
| Town of Belleair FL | Recreation Center - Exterior | Exterior Janitor | 500 | 6 | CFL-CF32W-2 | Square-Plug-in 4 Pin-Open - no lens-Recessed | 64.0 | Relamp | INSTALL (2) NEW 10.5W PL LED LAMPS - HORIZONTAL | 6 | | 0 | 126.0 |
| Town of Belleair FL | Recreation Center - Exterior | Exterior Restrooms | 3640 | 6 | CFL-CF32W-2 | Square-Plug-in 4 Pin-Open - no lens-Recessed | 64.0 | Relamp | INSTALL (2) NEW 10.5W PL LED LAMPS - HORIZONTAL | 6 | SWITCH MOUNT OCCUPANCY SENSING (2) | 1092 | 126.0 |



ECM Number: ECM-6

ECM Title: Building Envelope



Existing Conditions:

There is a crack in the stairwell that must be sealed.

Infiltration of unconditioned air and exfiltration of condition air will lead to higher energy costs. The Dimmitt Community Center had not previously received a building envelope analysis or envelope modifications. Air leakage is evident upon inspection.

Air leakage is defined as, “the uncontrolled migration of conditioned air through the building envelope”. Caused by pressure differences due to wind, chimney (or stack) effect and mechanical systems it has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings. Tests carried out by the National Research Council of Canada on High Rise Commercial and Residential Buildings, Schools, Supermarkets and Houses have shown levels as high as 20% or 30% of heat loss could be attributed to Air Leakage. Typical savings however tend to be in the 5% to 15% range. Beyond energy savings, uncontrolled air leakage can affect the comfort of occupants’ air quality through ingress of contaminants from outside and the imbalance of mechanical systems, along with the structural integrity of the

building envelope through moisture migration. Control of air leakage involves the sealing of gaps cracks and holes using appropriate materials such as Fire Retardant, Poly Urethane Foam, caulks, and appropriate weather stripping materials. The goal is to create a continuous plane of 'air-tightness' to completely encompass the Building Envelope and to "compartmentalize" components of the building in order to equalize pressure differences.

Proposed ECM:

The crack in the stairwell will be sealed.

The exterior doors will be weather-stripped. The windows need to be caulked at the perimeter.

- Ext. Door(s) to be weather-stripped & sealed – 14 Doors
- Window(s) to be sealed, 1 line at perimeter – 10 Windows

The utilized caulks carry a 50 year warranty from the manufacturer. If properly placed and applied in areas with typical/standard exposures to UV, etc., the material will perform well for the expected life.

The door sealing materials consist of a heavy metal aluminum carrier, and strip of Q-Ion which is a formed & angled sponge wrapped in vinyl. It is applied to the door frames, secured with screws, and caulked for added durability and air sealing through the carrier. This is a very long life material, and provided it's not physically cut or damaged, it is expected to last 10-20 years.

The sweeps utilize a double fin film seal between a set of brushes, also embedded in a heavy aluminum carrier. The material is typically placed under the kick plate of the door, and secured in the same manner as the rest of the door seal. Due to brushing the ground, the sweep protects the film to keep the seal tight.

Public Works – John J. Osborne Building



Estimated Public Works Energy*

| | |
|------------------------|-----------|
| Current Costs* | \$ |
| Current \$/SF* | \$ |
| Post-ABM Costs* | \$ |
| Post-ABM \$/SF* | \$ |

**Electricity fed from Water Treatment Facility and not independently metered.*

ECM Number: ECM-3

ECM Title: Controls

Existing Conditions:

The HVAC controls at the Public Works are comprised of 3 conventional type thermostats. One thermostat for each system. All of the existing thermostat control is performed at the device by anyone who may have access.

Proposed ECM:

ABM proposes to replace the existing thermostats with new, Web based thermostats. These new thermostats will have the capability for remote monitoring. This can be accomplished by most smart devices. These thermostats will also allow for remote scheduling and temperature set point adjustment and will have the following features:

- Occupancy / Vacancy scheduling
- Night set back program
- Remote temperature adjustments

ABM will provide and install communicating thermostats on all 3 units with network connection.



Sample of a web-based thermostat pictured above.

ECM Number: ECM-17

ECM Title: Commissioning

Existing Conditions:

The HVAC systems in the Public Works Building are comprised three split systems that serve the entire facility and 2 mini-split systems that control the bathrooms by the service bays. All of these systems are 2 years old and are in good condition.

| Tag | Grade | Manufacturer | Install Date | Tons | ASHRAE Life Expectancy | Remaining Useful Life | % Useful Life | Projected Replacement Year |
|------|-------|--------------|--------------|------|------------------------|-----------------------|---------------|----------------------------|
| IM 1 | A | Hoshizaki | 2015 | 2 | 15 | 13 | 87% | 2030 |
| MS1 | A | Mitsubishi | 2015 | 1 | 15 | 13 | 87% | 2030 |
| MS2 | A | Mitsubishi | 2015 | 0.75 | 15 | 13 | 87% | 2030 |
| SS1 | A | Trane | 2015 | 5 | 15 | 13 | 87% | 2030 |
| SS2 | A | Trane | 2015 | 5 | 15 | 13 | 87% | 2030 |
| SS3 | A | Trane | 2015 | 3 | 15 | 13 | 87% | 2030 |

Proposed ECM:

ABM proposes to re-commission the existing units. This includes cleaning and adjusting the units based on manufacturers' recommendations and completing a re-commissioning report.

Water Treatment Operations



Estimated Water Treatment Plant Energy

| | |
|-------------------------|------------------|
| Current Costs | \$ 46,441 |
| Current \$/SF | \$ 3.31 |
| Post- ABM Costs | \$ 46,229 |
| Post - ABM \$/SF | \$ 3.30 |

Variable Frequency Drive Energy

| | |
|-------------------------|-------------------|
| Current Costs | \$ |
| Current \$/SF | \$ |
| Post- ABM Costs | (\$ 1,636) |
| Post - ABM \$/SF | \$ |

ECM Number: ECM-3

ECM Title: Controls

Existing Conditions:

The HVAC controls at the Water Treatment Plant are comprised of two conventional type thermostats, one for each system. All of the existing thermostat control is performed at the device by anyone who may have access.

Proposed ECM:

ABM proposes to replace the existing thermostats with new, Web based thermostats. These new thermostats will have the capability for remote monitoring. This can be accomplished by any smart device. These thermostats will also allow for remote scheduling and temperature set point adjustment and will have the following features:

- Occupancy / Vacancy scheduling
- Night set back program
- Remote temperature adjustments

ABM will provide and install communicating thermostats on both units with network connection.



Sample of a web-based thermostat pictured above.

ECM Number: ECM-17

ECM Title: Commissioning

Existing Conditions:

The HVAC systems in the Public Works Building are comprised two (2) split systems that serve the entire facility. Both systems are in good condition.

| Tag | Grade | Manufacturer | Install Date | Tons | ASHRAE Life Expectancy | Remaining Useful Life | % Useful Life | Projected Replacement Year |
|-------|-------|--------------|--------------|------|------------------------|-----------------------|---------------|----------------------------|
| CU 1 | A | | 2016 | 3 | 15 | 14 | 93% | 2031 |
| AHU 1 | A | Trane | | | 15 | | | 2031 |
| CU 2 | B | Carrier | 2013 | 4 | 15 | 11 | 73% | 2028 |
| AHU 2 | B | Carrier | | | 15 | | | 2028 |



Proposed ECM:

ABM proposes to re-commission the existing units. This includes cleaning and adjusting the units based on manufacturers' recommendations and completing a re-commissioning report.

ECM Number: ECM-6

ECM Title: Building Envelope

Existing Conditions:

Infiltration of unconditioned air and exfiltration of conditioned air will lead to higher energy costs. The Water Treatment Plant had not performed a building envelope analysis or envelope modifications. Air Leakage was found during audit.

Air leakage is defined as, “the uncontrolled migration of conditioned air through the building envelope”. Caused by pressure differences due to wind, chimney (or stack) effect and mechanical systems it has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings. Tests carried out by the National Research Council of Canada on High Rise Commercial and Residential Buildings, Schools, Supermarkets and Houses have shown levels as high as 20% or 30% of heat loss could be attributed to Air Leakage. Typical savings however tend to be in the 5% to 15% range. Beyond energy savings, uncontrolled air leakage can affect the comfort of occupants’ air quality through ingress of contaminants from outside and the imbalance of mechanical systems, along with the structural integrity of the building envelope through moisture migration. Control of air leakage involves the sealing of gaps cracks and holes using appropriate materials such as Fire Retardant, Poly Urethane Foam, caulks, and appropriate weather stripping materials. The goal is to create a continuous plane of ‘air-tightness’ to completely encompass the Building Envelope and to “compartmentalize” components of the building in order to equalize pressure differences.

Proposed ECM:

The exterior doors should be weather-stripped. The windows need to be caulked at the perimeter.

- Exterior Doors to be weather-stripped & sealed – 5 Doors
- Windows to be sealed, 1 line at perimeter – 6 Windows

The utilized caulks carry a 50 year warranty from the manufacturer. If properly placed, and applied in areas with typical/standard exposures to UV, etc., the material will perform well for the expected life.

The door sealing materials consist of a heavy metal aluminum carrier, and strip of Q-lon which is a formed & angled sponge wrapped in vinyl. It is applied to the door frames, secured with screws, and caulked for added durability and air sealing through the carrier. This is a very long life material, and provided it's not physically cut or damaged, it is expected to last 10-20 years.

The sweeps utilize a double fin film seal between a set of brushes, also embedded in a heavy aluminum carrier. The material is typically placed under the kick plate of the door, and secured in the same manner as the rest of the door seal. Due to brushing the ground, the sweep protects the film to keep the seal tight.

ECM Number: ECM-20

ECM Title: Variable Frequency Drives (VFDs)

Existing Conditions:

Currently there are not any flow control devices on the town's 7 well pumps other than the outlet valves. This is causing premature wear on the pumps and motors, excessive town labor resources and higher energy costs.



| Well # | HP | Volts | Phase | Manufacturer | Pump Size | Pump HP | Pump Flow | Pump Maker | Install Date | Amp Draw | MegOhms | GPS Coordinates | Powered From |
|--------|------|-------|-------|--------------|-----------|---------|-----------|------------|--------------|----------|---------|----------------------------|--------------|
| 2 | 10 | 460 | 3 | Hitachi | 6 | 7.9 | 300 | National | 1998 | 12.21 | 0.27 | N 27 56.0976 W 082 48.0592 | WTP |
| 3 | 10 | 230 | 3 | Hitachi | 6 | 7.9 | 300 | National | 1997 | 24.18 | 464 | N 27 56.1097 W 082 48.2423 | Town Hall |
| 5 | 7.50 | 230 | 3 | Grundfos | 6 | 7.9 | 300 | Grundfos | 2017 | | | N 27 56.1761 W 082 48.1498 | Own Meter |
| 6 | 10 | 460 | 3 | Hitachi | 6 | 7.9 | 300 | National | 2001 | 12.7 | 127 | N 27 56.0729 W 082 48.1517 | WTP |
| 7 | 15 | 460 | 3 | Hitachi | 6 | 7.9 | 300 | | 2001 | 18.58 | 276 | N 27 55.6670 W 082 48.1210 | Own Meter |
| 9 | 10 | 460 | 3 | Hitachi | 6 | 7.9 | 300 | Goulds | 1997 | 12.95 | 543 | N 27 55.9122 W 082 48.0475 | WTP |
| 10 | 4 | 460 | 3 | Hitachi | 6 | 7.9 | 300 | Goulds | 2000 | 8.1 | 85.5 | N 27 56.4470 W 082 48.0200 | Own Meter |



Proposed ECM:

ABM along with our electrical partner will install 7 properly sized Mitsubishi Variable Frequency Drive (VFD) units with bypasses at each of the 7 well pumps. These VFD's will be installed on the existing metal frame work located at the sites and will be tied into the starters and pumps by a licensed electrician with ABM oversight. Final adjustments will be made with the input from the Water Department regarding Gallons per Minute (GPM) flow rates that are desired. Training will be provided on the use of these VFD's. There are a few well pumps that show low insulation reading on the windings. The VFD's installed on these pump motors can cause additional stress to these windings and cause motor failure. ABM will not be responsible for any motor failures on existing well pump motors.

ECM Number: ECM 20.1

ECM Title: Well Pump Control Integration

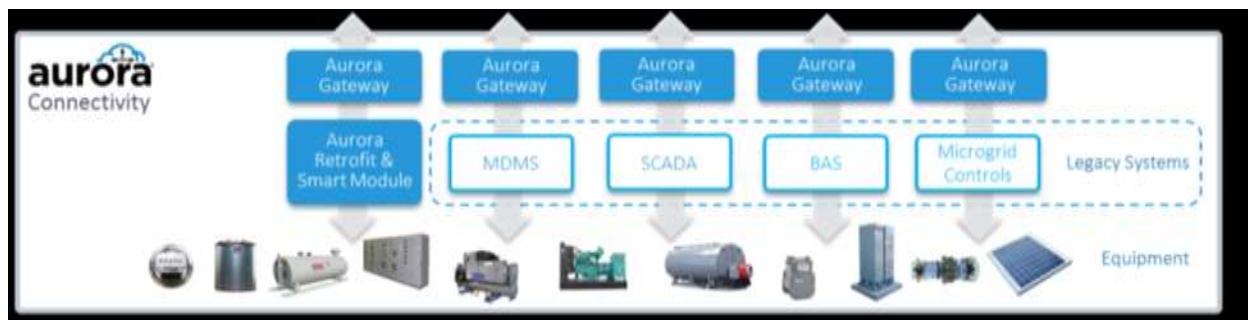
Existing Conditions:

Currently there is no connectivity to the 7 well pumps, leading to significant costs associated with over time as employees must respond directly to each well site to determine if pumps are running and flow rates, (GPM).

Proposed ECM:

Integrate with variable-frequency drives (VFDs) for on/off control and monitoring to well pumps at seven sites (one per site) throughout the Town of Belleair. Each site will receive one Blue Pillar gateway panel for communication between the VFD and the Blue Pillar Aurora Platform. Interfaces for the gateway panel include 120 VAC transformer to be plugged into a receptacle, and RS-485 communication wiring to be connected to the gateway panel and the VFD. Each gateway will connect to the cloud-hosted Blue Pillar Aurora platform via cellular.

Data streams to be monitored and controlled at each VFD are on/off status and VFD power output setpoint. Data will be visualized in the user interface in the form of a table for each VFD. Control buttons for on/off control will be provided in the user interface. Customer-defined alarms will be configured to notify users of specific conditions for each VFD.

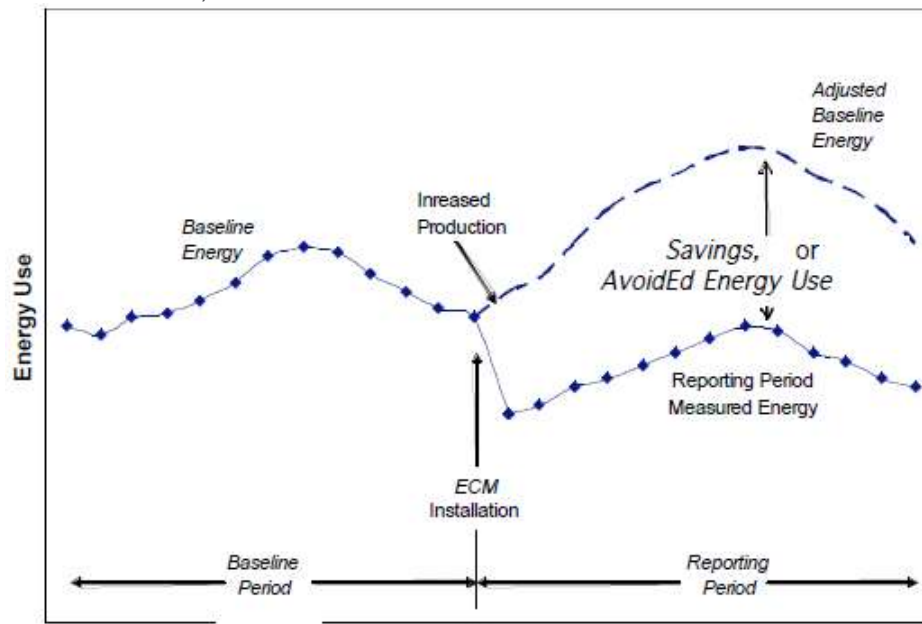


Unlike traditional industrial automation solutions on the market today, the Aurora Gateway requires zero development. You will not need to hire systems integrators to make the solution work. Instead, the Aurora Gateway is pre-configured to create a secure, best-fit-network out-of-the-box eliminating lengthy customized SCADA development products and onsite programming that weighed down traditional approaches.

Measurement and Verification

Measurement & Verification Options

The diagram below showcases the concept behind the measurement & verification procedure (i.e.-demonstrate the savings to Town of Belleair).



M&V approaches are divided into two general types: retrofit isolation and whole-facility. Retrofit isolation methods look only at the affected equipment or system independent of the rest of the facility; whole-facility methods consider the total energy use and de-emphasize specific equipment performance. There are four options for verification of savings:

| | |
|-----------------|---|
| Option A | Partially Measured Retrofit Isolation End-use measurements, some stipulations |
| Option B | Retrofit Isolation Complete end-use measurements |
| Option C | Whole Building Utility bill comparison |
| Option D | Calibrated Simulation Computer modeled building savings |

One primary difference in these approaches is where the boundary of the energy conservation measure is drawn. All energy used within the boundary must be considered. Options A and B are retrofit isolation methods; Option C is a whole-facility method; Option D can be used as either, but is usually applied as a whole-facility method.

The choice of an option has the following considerations:

- Boundary of impact – specific device consumption or whole facility/ sub facility
- Saving Potential Vs Investment in M&V
- Operating Cycle – constant change or periodic variation in savings
- Adjustments can be simple (Retrofit Isolation) or complex (whole facility)

Based on Operational Energy Conservation Measures identified and considerations stated above, the most efficient and applicable option(s) will be chosen from the above. The following is a brief overview of the measurement and verification methodologies applicable to the improvement measures. ABM shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP)

OPTION A – Retrofit Isolation with Key Parameter Measurement

M&V Option A involves a retrofit or system level M&V assessment. The approach is intended for retrofits where key performance factors (e.g., end-use capacity, demand, power) or operational factors (e.g., lighting operational hours, cooling ton-hours) can be spot- or short-term-measured during the baseline and post-installation periods. Any factor not measured is estimated based on assumptions, analysis of historical data, or manufacturer's data.

All end-use technologies can be verified using Option A. However, the accuracy of this option is generally inversely proportional to the complexity of the measure. Thus, the savings from a simple lighting retrofit will typically be more accurately estimated with Option A than the savings from a more complicated chiller retrofit.

Properly applied, an Option A approach:

- Ensures that baseline conditions have been properly defined
- Confirms that the proper equipment/systems were installed and that they have the potential to generate predicted savings
- Verifies that the installed equipment/systems continue to have the capacity to yield the predicted savings during the term of the Agreement

Option A can be applied when identifying that the potential to generate savings is the most critical M&V issue, including situations where:

- The magnitude of savings is low for the entire project or a portion of the project to which Option A is applied.
- The risk of not achieving savings is low.
- The independent variables that drive energy use are not difficult or expensive to measure, and are not expected to change.
- Interactive effects can be reasonably estimated or ignored
- Long-term measurements are not warranted
- The agency is willing to accept some uncertainty

OPTION B – Retrofit Isolation with All Parameter Measurement

M&V Option B is a retrofit isolation or system-level approach. The approach is intended for retrofits with performance factors (e.g., end-use capacity, demand, power) and operational factors (lighting operational hours, cooling ton-hours) that can be measured at the component or system level and where long-term performance needs to be verified. It is similar to Option A, but uses periodic or continuous metering of all energy quantities, or all parameters needed to calculate energy, during the performance period. This approach provides the greatest accuracy in the calculation of savings, but increases the performance-period M&V cost.

The Option B approach ensures the same items as Option A, but also:

- Determines energy savings using periodic or continuous measurement of energy use or all parameters needed to calculate energy use during the term of the Agreement.

Option B is typically used when any or all of these conditions apply:

- When energy savings values per individual measure are desired
- When interactive effects can be estimated using methods that do not involve long-term measurements
- When the independent variables that affect energy use are not complex and excessively difficult or expensive to monitor
- When operational data on the equipment is available through control systems
- When sub-meters already exist that record the energy use of subsystems under consideration (e.g., a separate sub-meter for heating ventilation and air-conditioning (HVAC) systems)

ABM will use the listed M&V protocols per ECM as shown in the table below.

| ECM | M&V Option |
|----------------------------|------------|
| Lighting Upgrades | A |
| VFD on Pumps | A |
| HVAC Equipment Upgrades | A |
| Building Envelope Upgrades | A |

On-Going Professional Support and Training

Numerous failures of existing equipment can be attributed to lack of or improper maintenance. Repairs have also been a challenge as Belleair outsources services to multiple vendors, none of whom are capable of servicing the quantity and diversity of the installed HVAC equipment and controls. In many instances, a vendor would show up only to recommend another vendor to diagnose and repair the problem. This has led to inefficient use of staff time along with frustration without a single point of accountability.



By implementing a proactive preventive maintenance program, the town will ensure the equipment performs at peak efficiency, protecting the annual energy savings and the integrity of all the HVAC and control assets. According to the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), the number-one way for a facility to sustain energy savings is through a structured maintenance program.

ABM has customized a Guaranteed Professional Maintenance program that will provide on-going HVAC support services, funded from the savings documented in this program. We recommend ABM takes over full service and responsibility for the installed HVAC systems for Belleair.

A preventive maintenance program is vital in minimizing energy consumption and a major factor in overall life-cycle cost of the mechanical systems in the town's infrastructure. It is critical that the maintenance work be performed on a fixed schedule and should reflect the unique characteristics of the buildings and accommodate future changes to a facility. This key component of accountability within ABM's energy savings performance contracting program is the development of a co-authored, long-term maintenance and training action plan. A good maintenance program assures equipment will last longer, operate properly, and use less energy.



ABM requires all HVAC systems to be properly maintained at a specified level. When effective maintenance is not incorporated into the program and into facility operations, anticipated savings, and maximum equipment life are not likely to be attained.

As part of the project, ABM will create operating and maintenance manuals that include warranty information, submittals, parts lists, recommended service intervals, and more.

We fully understand the vital role on-going support and training has in achieving energy savings, in addition to its relationship to meeting the requirements of a building and its comfort systems. We recognize that training can easily be the forgotten energy savings measure. Experience has shown us that the manner in which the energy systems are operated can cause up to a 20% variation in the energy usage. It is critical that Belleair's staff understand the operating procedures for the new equipment and their role in maintaining savings. Consequently, ABM will involve your facility staff members over the course of the program, gathering their input through the study, design, and construction phases to ensure that they are both knowledgeable and committed to the critical success factors of the energy savings performance contracting program.

We intend to team with the town staff to ensure that maximum savings and equipment lifespans are achieved. Our training will include a structured program on each technology installed.

Financial Summary

As part of the audit process, we have reviewed current utility spending, repair and maintenance costs, the capital plan and its five year impact, plus the mounting deferred maintenance liability facing the Town of Belleair.

Additional financial information contained in this section, including construction costs, cash flow analysis and savings projections have been developed in a collaborative effort with the Town of Belleair. All financial figures have been reviewed and accepted by the staff with the oversight of the Town Manager.

Program Costs

The costs associated with the recommended program are broken down into two components, project (construction) costs, and annual performance services. The Construction Costs are to be paid as the construction phase of the program is completed. Performance Services are annual costs to maintain the facilities. As previously described, HVAC systems need to be properly maintained at specified levels to maintain the Savings Guarantee that will be provided with the program. The Performance Services include Measurement & Verification, Guaranteed HVAC Preventative Maintenance and Well Pump Monitoring, Licensing & Cell Fees.

Construction Costs

The total cost of all items recommended in the project component is \$786,852:

| ECM | Facility | Description of Deliverable | |
|--------------|---|--|------------------|
| Base Scope | Town Hall Recreation Center Public Works Water Treatment Operations | HVAC Controls, Equipment, GPS, Coating and Re-commissioning LED Lighting and Lighting Controls, Building Envelope Well Pump VFDs, Monitoring and Control | \$557,505 |
| Option Add | Town Hall | Re-roof and Skylight | \$148,840 |
| Option Add | Town Hall | Electrical Panel Replacements and Safety Labeling | \$ 80,506 |
| Total | | | \$786,852 |

Performance Services Costs

Annual Performance Services consists of three components, the Measurement and Verification of the Energy Savings, the Guaranteed HVAC Preventative Maintenance and Repair, plus the Managed Well Pump Services. The total first year cost of all performance services is \$ 39,052. The program designed by ABM includes the Guaranteed HVAC Preventative Maintenance and Repair Service for the first 5 years and the M&V for the first 3 years. Managed Well Pump Services will continue for 5 years including: software licensing, managed web based services, technical support, and cellular fees.

| Year | Measurement and Verification | HVAC Maintenance & Repair | Managed Well Pump Services | Total |
|------|------------------------------|---------------------------|----------------------------|----------|
| 1 | \$1,432 | \$28,320 | \$9,300 | \$39,052 |
| 2 | \$1,461 | \$28,886 | \$9,486 | \$39,833 |
| 3 | \$1,490 | \$29,463 | \$9,675 | \$40,628 |
| 4 | | \$30,052 | \$9,868 | \$39,920 |
| 5 | | \$30,653 | \$10,065 | \$40,718 |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |

Funding Sources

ABM has identified four independent funding sources that can be incorporated into an Energy Savings Performance Contract that will meet F.S. 489.145 Guidelines: Energy Savings, Operation and Maintenance Savings, Revenue Enhancements and Identified Capital Savings. The table below includes the F.S. 489.145 compliant savings of the recommended upgrades.

| Year | Energy, Water or Wastewater Savings (Escalated at 2%) | Operation and Maintenance Savings (Escalated at 2%) | Identified Capital Savings | Total Annual Savings |
|--------------|---|---|----------------------------|----------------------|
| 0 | | | | |
| 1 | \$20,464 | \$44,209 | \$54,000 | \$118,673 |
| 2 | \$20,873 | \$45,093 | \$54,000 | \$119,966 |
| 3 | \$21,291 | \$45,995 | \$54,000 | \$121,286 |
| 4 | \$21,717 | \$46,915 | \$54,000 | \$122,632 |
| 5 | \$22,151 | \$47,853 | \$54,000 | \$124,004 |
| 6 | \$22,594 | \$48,810 | \$54,000 | \$125,404 |
| 7 | \$23,046 | \$49,787 | \$54,000 | \$126,832 |
| 8 | \$23,507 | \$50,782 | \$54,000 | \$128,289 |
| 9 | \$23,977 | \$51,798 | \$54,000 | \$129,775 |
| 10 | \$24,456 | \$52,834 | \$54,000 | \$131,290 |
| 11 | \$24,946 | \$53,891 | \$54,000 | \$132,836 |
| 12 | \$25,444 | \$54,968 | \$54,000 | \$134,413 |
| Total | \$274,465 | \$592,935 | \$648,000 | \$1,515,400 |

Energy Savings

The First Year Energy Savings of \$20,464 is achieved with the incorporation of all upgrades recommended with this program and will be measured and verified according to the agreed upon Measurement and Verification (M&V) Plan as described earlier in this document.

| Facility | Energy Savings |
|----------------------------|------------------|
| Town Hall | \$ 6,775 |
| Recreation Center | \$ 11,841 |
| Public Works | \$ |
| Water Treatment Operations | \$ 1,848 |
| Total | \$ 20,464 |

Operation and Maintenance Savings

The First Year Operation and Maintenance Savings of \$100,387 is achieved with the incorporation of all upgrades recommended with this program. This use of Stipulated Savings has been agreed upon with Town Staff for inclusion into the program.

| Savings Item | Cost Savings |
|---------------------------|------------------|
| HVAC Repair / Maintenance | \$ 30,000 |
| Lighting Labor/Bulbs | \$ 2,109 |
| Utility Hours Well Pumps | \$ 12,100 |
| Total | \$ 44,209 |

Identified Capital Savings

These are the costs the town would avoid by implementing the program presented in this document.

| Description | Annual Capital Contributions |
|-------------------|------------------------------|
| CERF (HVAC) | \$ 25,000 |
| Roof & Skylight | \$ 14,000 |
| Electrical Panels | \$ 8,000 |
| Well Pump Control | \$ 7,000 |
| Total | \$ 54,000 |

Cash Flow Analysis

At the request of the customer, ABM has developed the two different cash flow models below, one with financing the Construction Costs and the other with the entire project paid for without financing as a cash purchase.

Financed Solution

Using the values previously described in this section, the following table and illustration outlines the cash flow of a financed solution assuming a tax exempt municipal lease (using 3% interest) on a purchase price of \$786,852.

| Year | Guaranteed Savings | Performance Services | Financed Payments | Net Savings | Cumulative Savings |
|------|--------------------|----------------------|-------------------|-------------|--------------------|
| 1 | \$118,673 | \$ 39,052 | \$ 78,323 | \$ 1,298 | \$ 1,298 |
| 2 | \$119,082 | \$ 39,833 | \$ 78,323 | \$ 926 | \$ 2,224 |
| 3 | \$119,500 | \$ 40,628 | \$ 78,323 | \$ 549 | \$ 2,773 |
| 4 | \$119,926 | \$ 39,920 | \$ 78,323 | \$ 1,683 | \$ 4,456 |
| 5 | \$120,360 | \$ 40,718 | \$ 78,323 | \$ 1,319 | \$ 5,775 |
| 6 | \$120,803 | \$ - | \$ 78,323 | \$ 42,480 | \$ 48,255 |
| 7 | \$121,255 | \$ - | \$ 78,323 | \$ 42,932 | \$ 91,187 |
| 8 | \$121,716 | \$ - | \$ 78,323 | \$ 43,393 | \$134,580 |
| 9 | \$122,186 | \$ - | \$ 78,323 | \$ 43,863 | \$178,443 |
| 10 | \$122,665 | \$ - | \$ 78,323 | \$ 44,342 | \$222,785 |
| 11 | \$123,155 | \$ - | \$ 78,323 | \$ 44,832 | \$267,617 |
| 12 | \$123,653 | \$ - | \$ 78,323 | \$ 45,330 | \$312,947 |

ABM Industries Incorporated

A Trusted Facilities Provider

Electrical & lighting, energy solutions, facilities engineering, HVAC & mechanical, janitorial, landscape & turf, mission critical solutions, and parking – ABM Industries (NYSE: ABM) provides these comprehensive, custom facility solutions in urban, suburban, and rural areas to properties of all sizes through stand-alone or integrated solutions. With revenues of approximately \$5.1 billion, we have become a leading provider of facility solutions since being founded in San Francisco, CA in 1909. Now headquartered in New York City, ABM operates through our subsidiaries, confident in the expertise of over 130,000 employees in 350+ offices across the United States and various international locations.



Over ABM's 100+ year history, we have developed an outstanding reputation in the marketplace. Our brand continues to stand for excellence as we strive to find new ways of Building Value for our clients. Over the past year, ABM launched our 2020 Vision -- a bold initiative that transformed our business from a company organized by service lines to a company organized by industry, aligning us more closely with our clients and allowing us to continue to be a highly-valued partner.

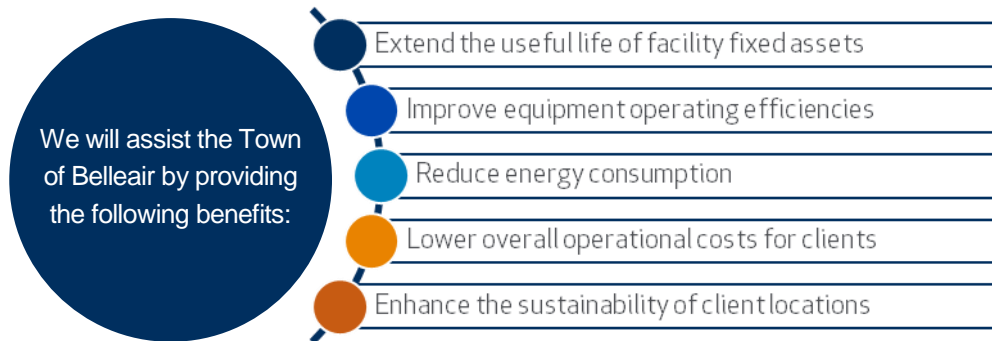
We recently restructured ABM into eight different Industry Groups. In addition to our ABM UK unit, these include:



We have established a consistent and reliable operational platform with three goals in mind – increase service quality, improve onsite management and service effectiveness, and impact how we respond to specific requirements in our clients' facilities. This allows us to better understand our clients and deliver facility solutions unique to their industry challenges, goals, and opportunities.

ABM Technical Solutions

ABM Technical Solutions, a division of ABM Industries Inc., provides custom energy and other maintenance and repair services for clients in the public and private sectors. Our Technical Solutions Group is divided into HVAC & Mechanical, Electrical & Lighting, Electrical Power & Mission Critical, and Bundled Energy Solutions.



We provide Comprehensive Facility Services to over 20,000 building systems nationally. The Comprehensive Facility Services program is performance-based and custom-designed to fit the Building Owner's long-term (life-cycle) cost of operation. This life cycle cost evaluation includes initial installation, functional requirements and needs, maintenance, and energy costs to operate your facility.

We base our planned service programs on many years of industry knowledge, exceptional technical skills, and professional application of the latest technologies and methods. These programs allow us to consistently deliver quality services in a responsive manner at a fair value.



ABM Technical Solutions Capabilities



HVAC & Mechanical

- Professional Engineering Support Services
- Programs Management
- Upgrades for Energy Consumption
- Direct Digital Controls
- Sheet Metal Service In-House
- Plumbing and Piping Services
- Process Piping
- Testing and Balancing - Air and Water
- Commissioning - System Start-Ups
- Tenant Space Build Out
- Mechanical Systems Fabrication & Installation
- Energy Management
- Mechanical Design-Build Construction
- Building Automation
- Performance Contracting
- Remote Alarm Monitoring
- C.F.C. Refrigerant Changeovers
- Indoor Air Quality Programs
- Building Operation and Maintenance
- Mechanical Systems Maintenance
- Facilities Management
- Chiller Services



Electrical & Lighting

- Electrical Troubleshooting/Repair
- Thermal Imaging
- Interior Lighting Maintenance
- Exterior Lighting Maintenance
- Electrical Service Upgrades
- Landscape Lighting
- Group Relamping
- Ultrasonic Pole Inspection
- Emergency/Exit Lighting
- Traditional and Digital (LED) Sign Repair
- Fixture (LED) and Pole Upgrade/Replacement
- Energy/Rebate Program Administration
- Electrical & Lighting Design/Engineering
- Turnkey Electric Vehicle Charging Stations



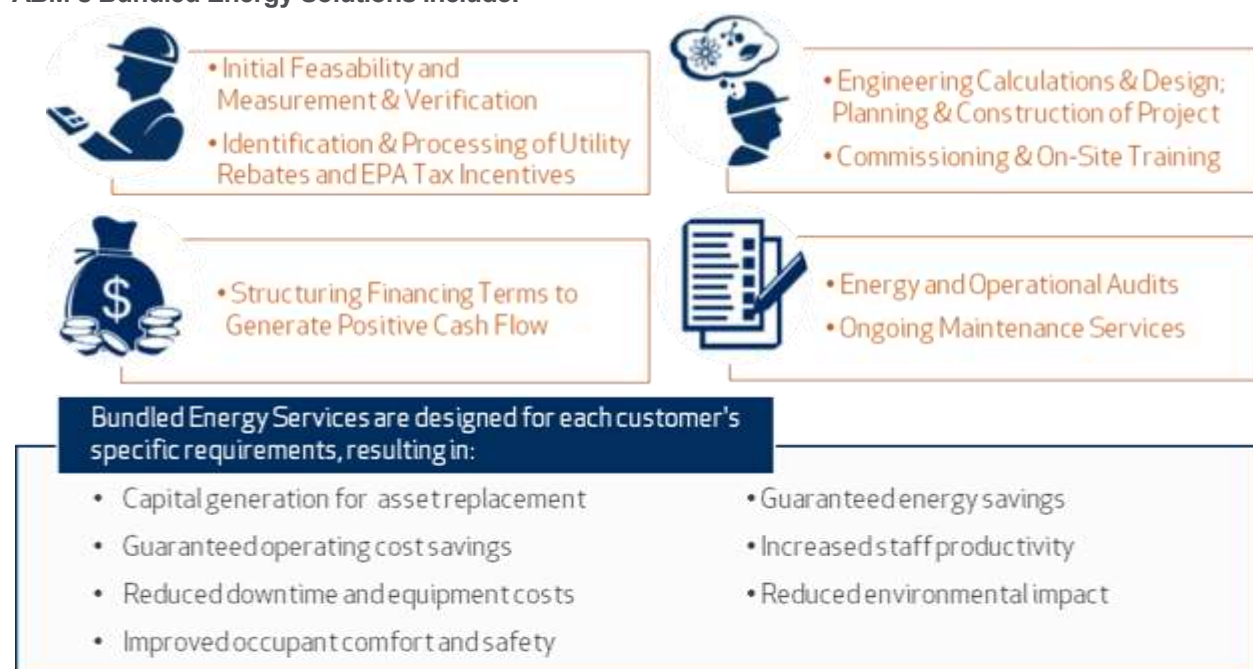
Electrical Power

- NFPA 70E Compliance Programs
- Acceptance Testing & Commissioning
- Engineering Services
- Reliability and Acceptance Testing & Maintenance
- Arc Flash Protection Programs
- Power Quality Solutions
- Life Extension, Modernization & Overhaul Services and Solutions
- Customized Training Programs
- Maintenance and solutions of electrical distribution systems from 480 volts to high voltage
- Start-Up and Commissioning
- Acceptance Testing
- Electrical Maintenance Programs
- EV charger installation & services
- Mission Critical and 24/7 Facility Service

Bundled Energy Solutions

Our Bundled Energy Solutions offering is a high-efficiency conservation, facility modernization, and technical service program that addresses both the facility upgrades and funding needs of cities, counties, k-12 schools, and government buildings. This program assists our clients by providing a cost-effective way to make necessary energy and infrastructure improvements.

ABM's Bundled Energy Solutions include:



Our strong financial backing has allowed us to make strategic partnerships with many premier financial institutions that focus on lending to the guaranteed energy savings performance contracting market. We have secured millions of dollars' worth of energy projects and have financed projects from a multitude of different markets. These relationships have strengthened over the years due to ABM's continued success, driven by meeting project schedule requirements, little to no cost overruns, and meeting or exceeding guaranteed savings.

We have financed projects through:

- Municipal tax-exempt leases with non-appropriation clauses
- Operating leases (taxable and tax-exempt)
- Certificates of participation (COPs)
- Special purpose entities
- Standard capital leases

We are exploring the cost effective options for Build America Bonds and Energy Conservation Bonds which are backed by the U.S. Treasury. **Additionally, our current bonding limits are \$70M on a single project and \$250M aggregate.**

ABM Franchising Group

ABM Franchising Group, an operating unit of ABM, is a portfolio of franchise networks delivering comprehensive mechanical and electrical service and preventive maintenance solutions to clients across multiple markets.

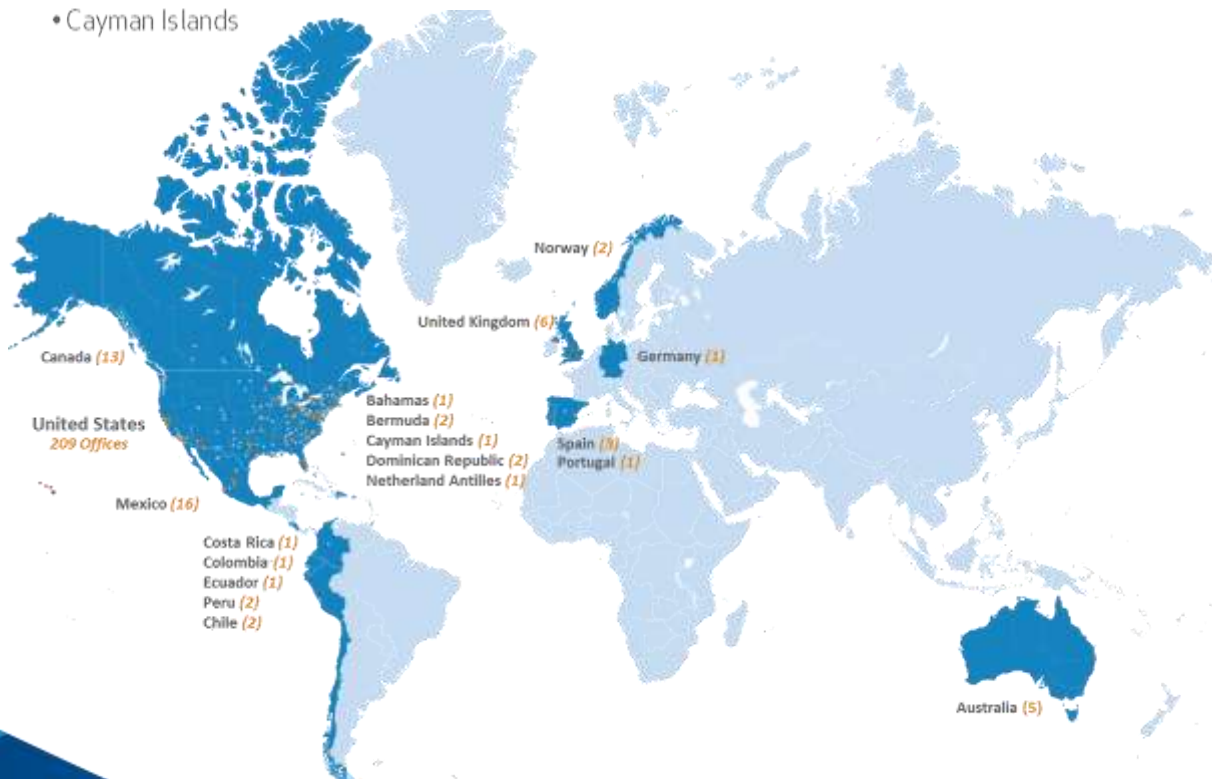
ABM enters into Franchise Agreements with qualified, independent businesses, which grants contractors the right to use the Proprietary Marks and the Linc System® or the TEGG® System in a defined marketing territory in exchange for payment to ABM of an Initial Franchise Fee, on-going Monthly Royalty Fees, and other fees for services provided by ABM.



We bring solutions to clients in over 18 countries through our international franchise network of more than 240 mechanical and electrical contractors. We provide the same level of quality service and enhanced client experience through our franchise networks that you have come to expect from ABM. At the local level, every ABM company has the expertise, trained technicians, technical data, tools, equipment, and facilities to provide nothing less than total system service.

ABM Franchising Group has mechanical and electrical presence in:

- Australia
- Bahamas
- Bermuda
- Canada
- Cayman Islands
- Chile
- Colombia
- Costa Rica
- Dominican Republic
- Germany
- Mexico
- Netherland Antilles
- Norway
- Portugal
- Puerto Rico
- Spain
- United Kingdom



Associations and Certifications

Your dedicated ABM network team actively participates in the following associations and certifications:

- American Society of Heating, Refrigeration, and Air-Conditioning Engineers: ASHRAE
- ASHRAE Technical Committee 6.7 Solar Energy Utilization
- Member and Program Chair ASHRAE Technical Committee 2.8 Building Environmental Impacts and Sustainability
- United States Green Building Council: USGBC
- Association of Energy Engineers: AEE
- National Society of Professional Engineers: NSPE
- National Association of Energy Service Companies: NAESCO
- American Solar Energy Society: ASES
- International Solar Energy Society: ISES
- American Society of Mechanical Engineers: ASME
- American Society of Civil Engineers: ASCE
- Project Management Institute: PMI
- Zero Net Energy Alliance: ZNE
- ISNetworld Certification: ISN
- National Fire Protection Association: NFPA 70E and 70B Training and Certification
- Infrared Thermography Levels I&II Training and Certification: IRI and IRII
- National Institute for Certification in Engineering Technologies: NICET



ABM is a NETA accredited company with more than \$50,000,000 in annual revenues in the Electrical Power Division. ABM Electrical Power Solutions was a founding member of the International Electrical Testing Association (NETA). NETA was established in 1972 to ensure the integrity of third-party electrical testing & certification. NETA is the standards developing organization for the American National Standards Institute (ANSI) and publishes Acceptance and Maintenance Testing Specifications. NETA certifies member companies and their technicians, and it is the highest accreditation possible in the industry.



Safety Record

Safety is intrinsic to ABM and our culture. Our people are our most important resource and we are committed to ensuring that they are provided with a safe and healthy working environment. To accomplish this, we provide routine and site-specific safety training, safe tools and equipment, and a dedicated staff of safety representatives.

ABM Building Solutions is one of the safest companies in the industry, and our safety record is consistently better than the national average.

| YEAR | EMR | TRCR | DART | LTR |
|------|------|------|------|------|
| 2016 | 0.85 | 3.2 | 1.24 | 0.36 |
| 2015 | 0.83 | 2.00 | 0.83 | 0.83 |
| 2014 | 0.82 | 3.57 | 2.17 | 1.86 |
| 2013 | 0.82 | 5.54 | 2.18 | 1.60 |
| 2012 | 0.79 | 3.72 | 1.97 | 1.97 |
| 2011 | 0.80 | 5.15 | 2.21 | 1.47 |

EMR – Experience Modifier Rate

Experience modifier or experience modification is a term used in the American insurance business and more specifically in workers' compensation insurance. It is the adjustment of annual premium based on previous loss experience. Usually three years of loss experience are used to determine the experience modifier for a workers' compensation policy

TRCR – Total Recordable Case Rate

A mathematical calculation that describes the number of recordable incident per 100 full-time employees in any given time frame.

DART – Days Away Restriction Transfer Rate

A mathematical calculation that describes the number of recordable incidents per 100 full time employees that resulted in lost or restricted days or job transfer due to work related injuries or illnesses.

LTR - Lost Time Rate

A mathematical calculation that describes the number of lost time cases per 100 full-time employees in any given time frame.

To achieve these results, we maintain an extensive safety program. All ABM field employees receive safety training upon hire that consists of a safety policy review, aerial lift training, and trade-specific hands-on training. All foremen receive, at a minimum, the OSHA 10-hour training class, first aid, and cardio-pulmonary resuscitation (CPR) training.

Our regional safety managers ensure every project meets our criteria for safety. They monitor safe production and provide regular reports that bring about learning opportunities and communication. Safety personnel also conduct safety audits at regular intervals to correct deficient items, coach staff on corrective measures, and issue formal reports. Safety coordinators confirm our foremen and field crews consistently maintain these high safety standards. In addition to weekly “toolbox talks,” foremen conduct daily pre-task plans, inspect their areas daily for safety issues, and stretch-and-flex prior to daily work with their assigned crews.

Safety personnel also conduct safety audits at regular intervals to correct deficient items, coach staff on corrective measures, and issue formal reports. These reports reach all levels of the project management and executive leaders at ABM and are discussed as a “toolbox talk” topic with all field personnel.

The project manager will report all safety incidents, including near misses, within eight (8) hours to the project owner via phone or email. The division safety manager will investigate all safety incidents to determine root cause(s) of the accident. Training, process modifications, or tools are put in place to prevent similar accidents in the future. Lessons learned are developed and personnel is trained to prevent recurrence. These diligent efforts work towards ABM's goals of zero accidents and employee safety.

All ABM management is required to perform safety walks on job sites with all levels of employees. Vice Presidents and above are required to perform this duty a minimum of once per quarter. Managers and supervisors are required to perform these duties a minimum of once per month.

Items of inspection are based on the scope of work. These include, but are not limited to, everything from PPE usage, lock out/tag out usage, fall protection, NFPA 70E adherence, job hazards, and any other item that may affect the safety of our team members.

Background Checks

To ensure that ABM hires well-qualified individuals and maintains a safe and productive work environment, it is our policy to conduct pre-employment background and reference checks on all of our employees. Background checks may include verification of any information on the applicant's resume or application form.

Offers of employment are conditioned on receipt of an acceptable background check report. All background checks are conducted in compliance with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and anti-discrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process. Our security department obtains a signed Release of Information to process background checks.

Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment. Additional checks such as a driving record or credit report may be made on applicants for particular job categories, if appropriate and job-related. Our investigations are inclusive of drug and alcohol infractions and criminal incidents. ABM cross-references more than 30 state and federal databases to verify that candidates are free of alcohol- and drug-related charges, have no misdemeanor convictions in the past five years that could affect the reputation of the program, and have never been declared mentally incompetent.

Our Company has a "No Tolerance" drug and alcohol policy for drug use/distribution and alcohol-related incidents. ABM will provide all personnel working under this contract with a statement regarding the policy, and personnel will take a pre-hire drug test. We will not consider for employment any candidate who fails the pre-hire screening.



Legislation Details (With Text)

File #: 18-0015 **Version:** 1 **Name:**
Type: Discussion Items **Status:** General Agenda
File created: 1/10/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Strategic Planning Discusison
Sponsors: JP Murphy
Indexes:
Code sections:
Attachments: [StratPlanPyramid.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Summary

To: Mayor Gary H. Katica & Commissioners
From: JP Murphy, Town Manager
Date: 1/12/2018

Subject:

Discussion of Strategic Planning Process

Summary:

Commissioner Kurey asked that the Commission have a discussion regarding a strategic planning process. I believe going through a strategic planning process would be incredibly valuable for the town, and will provide concrete direction when considering priorities. Over the past few years staff has conducted several pre-strategic planning activities which include: increasing engagement, identifying stakeholders and neighborhoods, creating goal defined programing, creating core, aspirational and behavioral values as part of our leadership playbook, and moving towards programmatic budgeting and performance measurement. An approved vision, mission and values is absent. Management of the town centers on generally accepted directions but there are no clear mandates aside from a focus on infrastructure improvement.

My belief is that strategic planning starts with and must constantly include our stakeholders. The Commission should heavily weigh their input in the creation of the shared vision and strategic vision for the community. Once the overarching strategic vision and strategic goals are created all other plans and priorities should nest clearly underneath them. This includes annual goals, objectives and budgetary priorities. We should utilize logic to tie objectives to strategic goals and data to analyze if our logic is correct. Budgeted resources should reflect the intensity in which goals and objectives are to be achieved. This cascading of decision making should run from a position in which the stakeholders have a strong presence in the setting of the strategic direction.

As to how the process begins and is facilitated is a matter of preference for the commission, weighing best practices and resources. A couple of questions to consider might be:

- What do we hope to achieve?
- Who will facilitate the process?

- Are we willing to commit to the effort?
- How do we want to engage our stakeholders? (or defer to facilitator)
 - Survey or In Person
 - Large Session v. Small Sessions
 - Electronic Engagement v. Neighborhood discussions.
- Can we miniaturize the processes?
- When would we like to see the plan adopted by?

I'd recommend a professional facilitator to avoid any internal party from "steering" the process one way or another. This minimizes "politics" staff pressures and benefits from prior experience in conducting strategic planning processes. I will provide more discussion at the meeting based on the preferences of the Commission.

Previous Commission Action: The Commission previously started to generate a mission but it was never formally adopted, and only used input from senior staff and the commission. There was no citizen involvement.

Background/Problem Discussion: N/A

Expenditure Challenges Variable, too early to provide estimates

Financial Implications: N/A

Recommendation: N/A

Proposed Motion N/A discussion only.





Legislation Details (With Text)

File #: 18-0014 **Version:** 1 **Name:**
Type: Resolution **Status:** General Agenda
File created: 1/10/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Resolution 2018-05 Travel and Training Policy
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution 2018-05 Town of Belleair Travel and Training Policy](#)
[Travel and training expense policy - final](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Summary

To: Town Commission
From: Stefan Massol, Director of Support Services
Date: 1/16/2018

Subject:

Resolution 2018-05 Travel and Training Policy

Summary:

Staff is proposing a Town of Belleair Travel and Training Policy

Previous Commission Action: N/A

Background/Problem Discussion: For years it has been town policy to compensate travel expenses at the rates established by United States General Services Administration as well as the Internal Revenue Service. Because travel can at times extend outside of Pinellas County as well as the State of Florida these standards have been helpful in ensuring adequate funds are provided for meals and incidental travel expenses.

Historically, it had been the opinion of the Florida Attorney General's office that municipalities have the right to have a travel policy that is separate from the State of Florida's policy. The opinion was reversed in 2003, but in an immediate response to this reversal the Florida Senate passed Chapter 2003-125 that gave municipalities the right to establish their own policy and rates for travel costs.

In recent years staff has also sought to bring greater value to the training by encouraging staff to share what they have learned with coworkers upon their return. For purposes of managing the budgeted travel expenses, all requests are subject to the approval of the town manager. Enclosed is a copy of the town's proposed travel and training policy as well as a resolution establishing the policy.

Financial Implications: N/A

Recommendation: Approval of the town travel and training expense policy

Proposed Motion: Motion to approve Resolution 2018-05 the town travel and training expense policy

RESOLUTION NO. 2018-05

**A RESOLUTION OF THE TOWN OF BELLEAIR,
FLORIDA, APPROVING AND IMPLEMENTING A
TOWNWIDE TRAVEL AND TRAINING POLICY**

WHEREAS, the Town of Belleair recognizes the importance of maintaining a well-trained workforce; and

WHEREAS, the Town of Belleair is committed to training opportunities that ensure regulatory compliance and enhance the capabilities of its staff; and

WHEREAS, the rates for travel per diem expense should be sufficient to fund the local costs for meals, such as the rates published annually by the United States General Services Administration; and

WHEREAS, the Town Manager administers the Travel and Training Policy and may periodically make modifications to the policy that do not materially affect the calculation of rates for travel per diem expense;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Belleair hereby approves this Travel and Training Policy.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this **16th** day of **January A.D., 2018**.

Mayor

ATTEST:

Town Clerk

| <u>TOWN OF BELLEAIR ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL</u> | |
|--|------------------------------|
| <u>POLICY:</u> Travel & Training Expense Policy | <u>POLICY NUMBER:</u> |
| <u>ORIGINATING DEPARTMENT:</u> Administration (JP Murphy) | |
| <u>EFFECTIVE DATE:</u> | <u>APPROVED BY:</u> |
| <u>SUPERSEDES POLICY:</u> Travel and Per Diem | <u>LAST REVISED:</u> |

SCOPE

The Travel & Training Expense policy applies to any and all travel and training expenses for employees of the Town of Belleair. This policy is not applicable to tuition reimbursement or regular, recurring mileage reimbursements as determined by town manager.

OBJECTIVES

1. To provide a process for submittal and approval or travel/training requests.
2. To provide guidelines for employees engaging in travel/training to follow.
3. To demonstrate the value of the training provided.
4. To ensure proper accounting and reimbursement of travel expenses.
5. To ensure the most efficient and economical means of travel, considering the time of the traveler, cost of transportation and per diem or subsistence required.
6. To collect information necessary to develop a training plan.

POLICY GUIDELINES

Application Timeline

1. Department director submits training/travel request to town manager at least ***three weeks prior*** to registration for any travel related expenditure. This includes personal pre-travel checks for mileage reimbursement, meals and incidental expenses.
2. Approval from the town manager must be in electronic form as provided by Support Services and will be transmitted to the requesting director and accounts payable.
3. After approval the department director may then make expenditures related to the travel and registration for approved training under the guidelines of this policy. These purchases will then be forwarded on to the town manager or his designee to be processed through the town's finance system. This includes purchases made both before and during the travel/training event.
4. Expenditure requests that require the town to prepare a check to be used during travel must be approved by town manager a minimum of ***two weeks prior*** to the date of travel, including travel advance provided to an employee.

| <u>TOWN OF BELLEAIR ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL</u> | |
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| <u>EFFECTIVE DATE:</u> | <u>APPROVED BY:</u> |
| <u>SUPERSEDES POLICY:</u> Travel and Per Diem | <u>LAST REVISED:</u> |

Transportation, Lodging, and Other Business Expenses

1. For travel that does not require flight, employees make an effort to use a town vehicle assigned to their department. If no vehicle is available, department director should request the use of another department's assigned vehicle. If there is still no vehicle available, at the sole discretion of the town manager, employees may use their personal vehicle.
2. Whenever travel by privately owned vehicle is authorized, the traveler shall be entitled to a mileage allowance at a fixed rate not to exceed the standard mileage rate currently permitted by the Internal Revenue Service. Except for the mileage allowance, tolls and parking fees, reimbursement for expenditures related to the operating maintenance and ownership of the vehicle shall not be allowed when privately owned vehicles are used on public business. All mileage shall be shown from point of origin to point of destination, based on travel route. Point of origin will be defined as home unless otherwise approved.
3. If traveling by air, transfer between destination airport and training site must be done in the most reasonably economic way possible. Preference should be given to the use of public transportation or commuter services (such as shuttle, bus, etc.).
4. Travel to and from an airport is considered a town expense. The town will pay for one vehicle to be parked at the Tampa International Airport's economy lot, or the most affordable secure parking option based on the length of travel. If multiple employees are traveling to the same training session, the group leader will be responsible for coordinating the pickup/drop off of all employees traveling.
5. The renting of vehicles while on travel & training assignments, either in-state or out-of-state must be included in the pre-travel expenditure approval. Employees driving such vehicles will be held to the same standards that they are held to by the town's vehicle use policy. Transportation expenses such as taxi fare, ferry fares, tolls, parking fees, etc. will be considered town expenses, provided that they are directly related to the purpose of the approved travel. Transportation for leisure and entertainment will not be paid or reimbursed by the town.
6. Lodging costs must be reasonable, with consideration of convenience and quality. Group lodging options should be considered in addition to hotels. Whenever possible government rates must be selected. Pre-negotiated rates for hotel rooms related to conferences, such as block rates, will be given preference. Transportation cost impacts must also be considered between the lodging and conference location.
7. Other business expenses will be the responsibility of town, including but not limited to: communication expense (including up to \$2.50 per day for personal phone calls when on official travel overnight), gratuities not in excess of 20% of the service value (with the

| <u>TOWN OF BELLEAIR ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL</u> | |
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| <u>EFFECTIVE DATE:</u> | <u>APPROVED BY:</u> |
| <u>SUPERSEDES POLICY:</u> Travel and Per Diem | <u>LAST REVISED:</u> |

exception of gratuities for meals which are included in the M&IE reimbursement), and wireless internet charges of up to \$20 per day to be used in transit, at the lodging location, or at the official conference or training location. Employees are encouraged to use a town air card if one is available.

8. Employees who are issued a Purchasing Card (P-Card) are required to use either their personal or departmental card for travel-related expenses other than Meals & Incidental Expenses (M&IE) (i.e. lodging, transportation and other business expenses). Employees who are not personally issued a P-Card should use their departmental P-Card for such non-M&IE travel-related expenses. All expenses not included in the Meals & Incidental Expenses (M&IE) allowance should be paid using the P-Card. Employees should be mindful of their personal or departmental credit limit at all times. All receipts must be retained and kept in their original condition to be submitted after the employee returns.

Meals & Incidental Expenses

1. Employees may only incur expenses up to the allowed amounts for Meals & Incidental Expenses for the travel locality as published by the U.S. General Services Administration. Employees may not aggregate the amounts for meals to spend more on a single meal. If one or multiple meals are included in the registration cost for a conference or seminar, and the meal(s) does not conflict with the dietary restrictions of the employee, the town expects the employee to eat that meal and therefore will not pay for any alternate meal choices.
2. All travelers may be allowed subsistence while on authorized travel outside of town, but not requiring absence from the town overnight, in amounts permitted for meals, as specified in the GSA breakdown of the M&IE.
3. When authorized travel includes one or more partial days the traveler will be given a partial day allowance based on the hours of travel. Each meal will only be eligible for allowance if it meets the following criteria: Breakfast will be eligible when travel begins before 10:00 A.M.; Lunch will be eligible when travel occurs anytime between 11:00 A.M. and 2:00 P.M.; Dinner will be eligible when travel occurs anytime between 5:00 P.M. and 8:00 P.M.
4. The incidental expense allowance shall be five dollars per day of training/travel on full and partial days.
5. Employees are encouraged to pay for meals using the travel advance, however they have the option to use a P-Card to pay for their meals provided that receipts are retained and submitted to Accounts Payable upon return. No employee may take a travel advance for meals **and** use a P-Card to pay for meals during the same trip.

| <u>TOWN OF BELLEAIR ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL</u> | |
|--|------------------------------|
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| <u>ORIGINATING DEPARTMENT:</u> Administration (JP Murphy) | |
| <u>EFFECTIVE DATE:</u> | <u>APPROVED BY:</u> |
| <u>SUPERSEDES POLICY:</u> Travel and Per Diem | <u>LAST REVISED:</u> |

Required Materials

1. When making travel/training requests, the department director must provide a pamphlet, brochure, or synopsis of the training in addition to a detailed schedule or agenda. If some or all of this information is unavailable at the time of the request it may be submitted once it becomes available, provided that it is submitted no later than ***three weeks prior*** to travel. The Travel & Training Expense Request will include a cost estimate at the time of submission to the town manager.
2. Upon return to work following travel employees must submit all receipts for expenditures made during travel to town manager, no later than ***five days following*** their return. Any travel costs that were not included in the original Travel & Training Expense Request must be included in a new Travel & Training Expense Request and submitted ***immediately*** following travel to the department director for approval. Only those costs ***not*** previously included in the original request should be listed. If the secondary request is approved by the director it will be submitted to the town manager for approval. Personal reimbursement for secondary requests will only be granted in cases where the requester could not reasonably have anticipated the expense and did not have access to a P-Card during travel/training.
3. Employees are encouraged to write a synopsis of their experience at the provided training upon their return. Synopsis should include information about the session(s) attended, what the employee learned, and how the training was helpful to them and why. If training was not helpful to employee, employee should express why the training was not helpful. Employees will be given time by their supervisor on their ***first day returning*** from travel, to complete synopsis. In addition, a travel cover sheet will be provided for the purposes of classifying and tracking travel.
4. All certifications earned must be provided to the human resources technician for record-keeping purposes.

APPROVAL

1. Upon submission department directors will review the Travel & Training Expense Requests of their employees.
2. Final approval of all travel and training shall be by the town manager or his/her designee.
3. After approval or denial of a request, directors will be notified of the town manager's decision and requesters will be notified that they can speak with their director regarding the result of their request.



Legislation Details (With Text)

File #: 18-0011 **Version:** 1 **Name:**
Type: Action Item **Status:** General Agenda
File created: 1/9/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Request Purchase of Truck Chassis for Solid Waste
Sponsors:
Indexes:
Code sections:
Attachments: [Sat6Binder.pdf](#)
[F350 estimate](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Summary

To: Town Commission
From: Stefan Massol, Director of Support Services
Date: 1/16/2018

Subject: Request Purchase of Ford Truck Chassis for Solid Waste

Summary:

The Solid Waste Department is requesting the purchase of a Ford F-350 chassis to be used for a 6 Yd. Loader. The new loader would assist in the transport of refuse from areas that are difficult to access using a traditional packer. This satellite truck will replace the “scooters” that are used for remote collections like alleyways, some side yard collections Pelican Place, Stonegate, and miscellaneous pickups where the use of a garbage packer is not practical. The purchase will be executed by piggybacking the Florida Sherriff’s Association’s bid terms.

Previous Commission Action: The commission previously approved the budget for this vehicle 2 years ago, but the purchase was not made due to staff continuing to research solutions.

Background/Problem Discussion: In the past the town has relied on a pair of Cushman Truckster scooters as well as the Solid Waste Foreman’s pickup truck when use of a full-scale packer was not possible or feasible. The Truckster scooters have become a significant maintenance expense and have limited capacity and usefulness. In the interest of promoting efficiency in operations, staff is proposing that the town purchase a Ford F-350 to be mounted with a 6 Yd. loading compartment and gripper/tipper accessory.

The inclusion of the tipper would allow us to collect the uniform trash cans throughout town. Specifically, we can use this vehicle to collect recycling in areas where a garbage packer cannot go like Pelican Place. The compact size also makes the vehicle a great fit for special events where we would ordinarily place a dumpster for several days. Pictures are attached to the item.

Expenditure Challenges: This purchase was not included in this year’s budget, however there is excess fund

balance in the Solid Waste Fund that the Commission may designate for this purpose.

Financial Implications: All purchases in excess of \$35,000 require commission approval. The truck would cost approximately \$39,000 once the build is complete and it would be purchased using the current Florida Sheriff's Association contract pricing. The dump-body components (Estimated \$25,000) will be added to the vehicle once delivered. This vehicle replaces both of the scooters.

Recommendation: Approval of purchase

Proposed Motion: I move (approval or denial) of purchasing the Ford Truck Chassis in an amount not to exceed \$39,000, pursuant the Florida Sheriff's Association bid terms.



PERKINS SATELLITE LIFTER SYSTEMS

Mount a Perkins Satellite Lifter System to the rear bed of any standard 8' pick-up truck and you have yourself a powerful tool for collecting refuse where a typical garbage truck cannot go. Areas including rough terrain, small alleys, remote locations, beaches, parks, and other areas having limited or restricted access. Available in a variety of configurations to fit any of your needs.



Features and Benefits

The Perkins Satellite offers users the ability to collect refuse from hard to reach places full-size garbage trucks cannot access.

- ◆ Allows collection in parks, beaches, trails, off-road, warehouses and other facilities, throughways, temporary events, and remote locations
- ◆ Available in regular and 60/40 or 70/30 split-body configurations (60/40 is not available with a lifter option)
- ◆ Dual side-access doors standard on 6 yard sizes
- ◆ Your choice of lifter for hook style carts or barrels
- ◆ Body dumps into standard rearloader
- ◆ Quick release mounting pins
- ◆ Bumper system protects lifter
- ◆ Optional Tarp system
- ◆ ISO 9001 manufacturer

Specifications

- Available in 3 or 6 cubic yard sizes
- Heavy duty construction for years of use
- 45 degree dump angle
- High visibility powder-coated finish
- Operates on 12vdc power
- 1 year limited warranty



Perkins Manufacturing Company

737 Oakridge Drive Romeoville, IL 60446

(708) 482-9500 Fax: (708) 354-5878

Email: tuckaway@perkinsmfg.com

www.Perkinsmfg.com TOLL FREE 800-882-5292



| MODEL | SIZE | BODY | LIFTER |
|---------------|---------------|--------------|-----------------|
| SAT500 | 3 YARD | FULL | US HOOKS |
| SAT550 | 3 YARD | FULL | GRABBER |
| SAT600 | 3 YARD | 70/30 | US HOOKS |
| SAT650 | 3 YARD | 70/30 | GRABBER |
| SAT700 | 6 YARD | FULL | US HOOKS |
| SAT750 | 6 YARD | FULL | GRABBER |
| SAT800 | 6 YARD | 70/30 | US HOOKS |
| SAT850 | 6 YARD | 70/30 | GRABBER |

* 60/40 Split-Body is an available option, without a lifter

This unit may be perfect size for collecting food waste & organics in small volumes from local generators.



Model SAT SERIES Lifter. An ISO 9001:2000 Company





Track

TOWN OF BELLEAIR

| Prepared for: | | Contract Holder: | | DATE: |
|---|---------|--|--------------|--------|
| TOWN OF BELLEAIR DP 727-455-8158 DP@TOWNOFBELLEAIR.NET | | Duval Ford Fleet Sales Bambi Darr (Work) 904-387-6541 or 904-381-6596 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 | | 1/3/18 |
| <p>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA17-VEL25.0 chassis / FSA17-VEL15.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</p> | | | | |
| Labor | Code | Equipment | Price | |
| 0 | SPEC 60 | 2018 FORD F-350 1 TON EXTENDED CAB PICKUP TRUCK (DUAL REAR WHEEL) - 4X2 (X3C) | \$ 26,270.00 | |
| 0 | 620A | XL TRIM PACKAGE | NC | |
| 0 | 99T | 6.7L V8 DIESEL ENGINE | \$ 8,794.00 | |
| 0 | 44W | 6 SPEED AUTO TRANSMISSION | NC | |
| 0 | 164 | 164" WHEEL BASE 8' BED | NC | |
| 0 | 90L | POWER WINDOWS & DOOR LOCKS | \$ 914.00 | |
| 0 | INCL | TOW MIRRORS ELECTRIC | NC | |
| 0 | 62R | PTO PROVISION | \$ 279.00 | |
| 0 | 871 | BACKUP CAMERA- ELECTROCHROMIC MIRROR | \$ 369.00 | |
| 0 | 76C | BACKUP ALARM | \$ 139.00 | |
| 0 | 85S | SPRAY IN BEDLINER- FACTORY | \$ 494.00 | |
| 0 | HD TOW | HEAVY DUTY TOW PACKAGE TO INCLUDE HITCH, BAR & BALL | \$ 1,140.00 | |
| 0 | 52B | ELECTRIC TRAILER BRAKE CONTROLLER | INCL | |
| 0 | 16S | ALL WEATHER FLOOR MATS | \$ 425.00 | |
| 0 | | | | |
| 0 | Z1 | EXTERIOR: OXFORD WHITE | NC | |
| 0 | AS | INTERIOR: GRAY VINYL 40/20/40 | STD | |
| 0 | | VINYL FLOOR | STD | |
| VENDOR COMMENTS | | PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED. | | |
| UNIT COST | | | \$ 38,824.00 | |
| TOTAL QUANTITY | | | 1 | |
| TOTAL PURCHASE | | | \$ 38,824.00 | |

Polins Ltd
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Legislation Details (With Text)

File #: 18-0012 **Version:** 1 **Name:**
Type: Resolution **Status:** General Agenda
File created: 1/9/2018 **In control:** Town Commission
On agenda: 1/16/2018 **Final action:**
Title: Disposal of Capital Assets 2018-1
Sponsors:
Indexes:
Code sections:
Attachments: [2018-1 disposal of capital assets](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Summary

To: Town Commission
From: Stefan Massol, Director of Support Services
Date: 1/16/2018

Subject:
Disposal of Capital Assets #2018-1

Summary:
Staff is requesting Commission approval to dispose of the attached capital asset listing.
Previous Commission Action: As a matter of practice the Commission hears the disposal of all capital assets.

Background/Problem Discussion: Staff has reviewed the fixed asset listing and found several items that are no longer in use or have been replaced. All items will be auctioned on GovDeals.com and/or properly disposed or destroyed.

Expenditure Challenges: None.

Financial Implications: Gain or loss on sale is dependent on proceeds from sale, most assets have been fully depreciated.

Recommendation: Staff recommends that the Commission move approval of the disposal of capital assets listed on the attached schedule.

Proposed Motion: I move approval to dispose of the capital assets listed on the attached schedule.

Capital Assets To Be Removed From Listing

Fund 001

| Department | Asset Tag | Description | Current Life | Est. Life | Acquisition Date | Acquisition Cost | Remaining Depreciation |
|-------------------|-----------|----------------------------|--------------|-----------|------------------|------------------|------------------------|
| ADMINISTRATION | 703 | Chevrolet Equinox* | 6 | 8 | 10/31/2012 | \$ 17,500.00 | \$ 6,742.29 |
| RECREATION | 692 | Ford Escape | 6 | 8 | 9/15/2012 | \$ 21,026.50 | \$ 7,769.73 |
| RECREATION | 347 | Silver Strike Bowling game | 12 | 7 | 9/1/2006 | \$ 3,995.00 | \$ - |
| PUBLIC WORKS | 443 | Ford F150 | 13 | 9 | 11/4/2005 | \$ 19,646.00 | \$ - |
| POLICE | 665 | Crown Victoria | 8 | 5 | 1/8/2010 | \$ 25,997.02 | \$ - |
| POLICE | 695 | Ford Taurus Interceptor | 6 | 5 | 8/14/2012 | \$ 24,942.00 | \$ - |
| FUND TOTAL | | | | | | | \$ 14,512.02 |

*The Chevrolet Equinox was donated as part of the bequest of John J. Osborne to the Town of Belleair in 2012. The Town did not purchase this item.