

Sec. 16-6. Improvements within private streets rights-of-way.

A. *Purpose.* The purpose of this section is to establish procedures and requirements for granting a permit to persons who seek to perform any work or place any improvement in private streets rights-of-way and, once permitted, to put the owner on notice of his duty to inspect, maintain and repair anything so placed.

B. *Issuance of permit.*

1. Application for permit. All persons, natural or corporate, desiring to perform any work within private streets rights-of-way shall make written application to the city engineer, on forms provided by the city, requiring such information as the city deems necessary and proper to carry out the intent of this section.

a. Each application for a permit must include a provision whereby the applicant agrees to indemnify and hold harmless the City of Coral Springs, its officers, elected or otherwise, and its employees from any and all losses, claims or damages, (including attorney's fees and costs) in any matter arising out of the negligence of the applicant, its agents or employees to persons or property during the construction or installation of the private streets, or relating to the city's inspection and approval of the construction of the private streets in accordance with this section.

Applicant Initial

2. Insurance requirement. Each applicant not holding a franchise agreement with the city shall further be required to furnish a certificate of insurance which names the city as an additional insured and which certificate shall also reflect the following coverages and minimum limits of liability:

Comprehensive general liability policy:

a. Limits of liability for bodily injury--One million dollars (\$1,000,000.00) on an occurrence basis.

b. Limits of liability for property damage--One million dollars (\$1,000,000.00) on an occurrence basis.

c. Limits for contractual liability (on a blanket basis, or, at a minimum specifically to insure the hold harmless required in subsection (b)(1)a. hereof)--One million dollars (\$1,000,000.00) on an occurrence basis.

3. Permit issuance and posting required. Upon receipt of all necessary documents, the city engineer shall issue a permit for the construction of work within private streets rights-of-way to the applicant. However, no work shall be performed nor improvement placed in the private streets rights-of-way unless or until the city engineer has issued said permit. The permit shall be prominently displayed at the construction site for which it is granted.

4. Time; renewal; permit issuance; time constraints.

- a. Time. Each permit shall be issued for a period of time mutually agreed upon between the applicant and city engineer. The permit shall expire within thirty (30) calendar days if the work required by the permit has not commenced.
- b. Renewal. Renewal permits shall be issued by the city engineer upon the same terms and conditions as the original permit. Renewal shall not be a matter of right but shall be issued by the city engineer based upon the criteria of the public interest in the safe development and use of the private rights-of-way.

C. *Required fees.*

1. Fees to reimburse the city for the expense of administering this program shall be:

- a. Permit fees. Sixty-three dollars (\$63.00) per application.
- b. Inspections fees. This fee shall be based on the hourly rate of the inspector times three and two-tenths (3.2) multiplier to cover fringe benefits, overhead and other costs. Such charge shall be paid directly to the city prior to the certificate of completion being issued by the city engineer.

D. *Design specifications.* The design of any improvements within private streets rights-of-way, including but not limited to any driveway cut, approach or apron, water or sewer installation, paving, drainage related work, or any construction, excavation, or activity related thereto, shall conform to standards established or approved by the city engineer.

E. *Access to site.* The city engineer or his authorized representative(s) shall have full access to the construction site to ensure that the performance of the work is in accord with the plans and specifications approved by the city engineer.

F. *Requirements to protect the public during construction.*

1. As the city cannot inspect each permitted site daily, it shall be the duty of each permittee to protect its construction site or excavation by means of barricades, lights, steel plating or other appropriate materials to ensure the safety of the public during construction. All such notice provisions or signage shall be installed pursuant to the Manual of Uniform Traffic Control Devices for Streets and Highways, as well as all relevant state statutes, county and municipal ordinances.
2. Any excavation found not to be properly barricades, lighted, steel plated, or otherwise protected so as to ensure safe travel, as prescribed, shall be in violation of this section and shall immediately be closed by the city with the cost thereof charged against the applicant.
3. Restoration of construction area. Upon the completion of each and every excavation, the responsible person or firm shall refill the excavation and shall repave or otherwise restore the area at its own cost. All such restoration work shall be completed in accordance with standards established or approved by the city engineer.

G. *Exception to permitting procedure.* A permit shall not be required for the following specific improvements:

1. Mailbox;
2. Sod;
3. Sprinkler system.

H. *Duties upon completion.*

1. Upon completion of the referenced improvements, applicant agrees to:
 - a. Provide city with a certificate of compliance from its supervisory engineers, certifying that all work has been completed in accordance with approved plans and specifications; and
 - b. Submit the referenced certification to city's engineer, who, upon receipt, shall review and, if in order, cause a city engineer's "Certificate of Completion" to be issued.
2. Within city's service area, upon issuance of the certificate of completion from both engineers, applicant agrees to:
 - a. Execute a bill of sale absolute or have a bill of sale absolute executed, conveying to city all rights, title and interest to the water and sewer improvements which are constructed and/or installed in the private streets rights-of-way and easements within the city's service area, together with the information required by H.2.b. through H.2.e., of this section;
 - b. Execute a no-liens affidavit to city stating that all person, firms and corporations who furnished labor, services or materials, used directly or indirectly in the construction of the improvements, have been paid;
 - c. Furnish to city a statement showing the actual construction cost for water and sewer improvements constructed or installed;
 - d. Grant all utility easements required for the improvements if not previously granted; and
 - e. Furnishes to city a complete set of Mylar reproducible certified record drawings.
 - f.

I. *Responsibility of private streets owner.*

1. Upon completion and transfer to a homeowner's association or other non-public entity of any improvements within the private streets rights-of-way, the owner shall enter into an agreement with the city regarding the maintenance of the private streets rights-of-way. This agreement shall include:
 - a. A provision whereby the owner agrees to indemnify and hold harmless the City of Coral Springs, its officers, elected or otherwise, and its employees from any and all losses, claims or damages, (including attorney's fees and costs) in

any matter arising out of the construction or maintenance of the private streets, or relating to the city's inspection and approval of the construction or maintenance of the private streets.

c. Insurance provisions whereby the owner shall maintain an insurance policy which includes the city as an additional insured and which policy shall also reflect the following coverage and minimum limits of liability:

Comprehensive general liability policy:

(1) Limits of liability for bodily injury--One million dollars (\$1,000,000.00) on an occurrence basis.

(2) Limits of liability for property damage--One million dollars (\$1,000,000.00) on an occurrence basis.

(3) Limits for contractual liability (on a blanket basis, or, at a minimum specifically to insure the hold harmless required in subsection B.1. hereof)--One million dollars (\$1,000,000.00) on an occurrence basis.

A certificate of insurance which reflects this coverage shall be provided to the city's risk management division for approval.

c. A provision to the effect that the city shall not provide police traffic control services absent an agreement for those services pursuant to Florida Statutes. If the owner of the private streets desire to enter into an agreement with the city for traffic enforcement, all streets must conform to city standards as approved by city engineer.

J. *Maintenance of all improvements.* All improvements in the private streets rights-of-way must be periodically inspected and maintained in a state of good repair by the developer or successor homeowner's association to insure safe travel as well as to maintain aesthetics.

(Ord. No. 94-107, § 1, 3-1-94)

I hereby acknowledge that I have read the above code and that I will comply with all the requirements for the issuance of an engineering permit.

Name (Print)

Signature

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

Notary Signature