



VILLAGE OF KEY BISCAINE

Village Council

Joe. I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardinas
Fernando A. Vazquez

REGULAR COUNCIL MEETING
TUESDAY, MAY 09, 2023
6:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

PASTOR DENNIS EASTLING
KEY BISCAINE COMMUNITY CHURCH

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENTS:

If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

6. AGENDA:

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

7.A. PRESENTATION OF A PROCLAMATION FOR NATIONAL GUN VIOLENCE

AWARENESS DAY (MAYOR RASCO)

TAB 1

- 7.B. PRESENTATION OF A PROCLAMATION IN RECOGNITION OF ISRAEL'S 75TH INDEPENDENCE DAY ANNIVERSARY (MAYOR RASCO)

TAB 2

- 7.C. RECOGNITION OF PUBLIC WORKS DIRECTOR JAKE OZYMAN FOR HIS CONTRIBUTIONS AND ACHIEVEMENTS DURING HIS TENURE WITH THE VILLAGE OF KEY BISCAYNE (MAYOR RASCO)

- 7.D. KEY BISCAYNE'S DESIGNATION AS TREE CITY USA (VILLAGE MANAGER AND PLAN REVIEWER OLGA GARCIA)

- 7.E. A PRESENTATION BY JOSEPH POZZO WITH THE CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC ON THE RESULTS OF THE FIRE DEPARTMENT'S WORKFORCE ASSESSMENT (FIRE RESCUE CHIEF ERIC LANG)

8. CONSENT AGENDA:

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Councilmember for independent consideration provided such request is made during the approval/deferrals/additions/deletions/substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

- 8.A. MARCH 14, 2023 MINUTES
(REGULAR COUNCIL MEETING)

TAB 3

- 8.B. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ACCEPTING THE NATIONAL ARBOR DAY FOUNDATION'S 2022 TREE CITY USA DESIGNATION**; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: APPROVAL

TAB 4

- 8.C. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AND ACCEPTING A PUBLIC BEACH**

ACCESS EASEMENT AND DEDICATION AGREEMENT WITH THE COMMODORE CLUB SOUTH, INC. RELATING TO THE PROPERTY LOCATED AT 199 OCEAN LANE DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

(DEFERRED FROM THE FEBRUARY 15, 2023 AND MARCH 14, 2023 REGULAR COUNCIL MEETINGS)

TAB 5

9. ORDINANCES: (NOT LATER THAN 7:30 P.M.)

9.A.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA , AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 10-63 "DEFINITIONS," 10-91, "PERMANENT PLACEMENT," AND SECTION 30-41, "RECREATIONAL VEHICLES AND MANUFACTURED HOMES," RELATING TO THE VILLAGE'S MANUFACTURED HOMES AND FLOODPLAIN MANAGEMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

SECOND READING
PUBLIC COMMENTS

RECOMMENDATION: APPROVAL

TAB 6

9.B.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT-BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 7

9.C.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING

SECTION 25-31, "BUSINESS TAX SCHEDULE," OF CHAPTER 25 OF THE VILLAGE CODE OF ORDINANCES TO INCREASE THE BUSINESS TAX RECEIPT SCHEDULE RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 8

10. RESOLUTIONS:

10.A.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, PROVIDING FOR THE ESTIMATED COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR THE METHOD OF APPORTIONING THE COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROPOSING REVISIONS TO THE SERVICE FEE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER THE IMPOSITION OF REVISED SERVICE FEES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES AND THE METHOD OF COLLECTION AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: APPROVAL

TAB 9

10.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES AS FURTHER PROVIDED HEREIN; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: APPROVAL

TAB 10

10.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A

WORK ORDER TO BLACK AND VEATCH CORPORATION FOR THE PREPARATION AND CREATION OF THE RESILIENT INFRASTRUCTURE INTEGRATION AND IMPLEMENTATION PLAN (RI3P), PROGRAM MANAGEMENT PLAN, PROJECT MANAGEMENT INFORMATION SYSTEM, AND OTHER RELATED DELIVERABLES RELATING TO THE RESILIENT INFRASTRUCTURE AND ADAPTATION PROGRAM (RIAP) IN AN AMOUNT NOT TO EXCEED \$1,381,631; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 11

10.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LETTER OF INTENT WITH TEN-8 FIRE & SAFETY, LLC FOR THE PURCHASE OF AMBULANCES CONSISTENT WITH THE PROPOSAL ATTACHED HERETO AS EXHIBIT "A" ; AND PROVIDING FOR AN EFFECTIVE DATE.(FIRE RESCUE CHIEF ERIC LANG)

RECOMMENDATION: APPROVAL

TAB 12

10.E.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE KEY BISCAYNE VISION PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION:

(DEFERRED FROM THE JANUARY 17, 2023, REGULAR COUNCIL MEETING)

TAB 13

10.F.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH MIAMI-DADE COUNTY FOR THE USE OF THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: APPROVAL

TAB 14

10.G.

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING METRO EXPRESS, INC. FOR CONSTRUCTION OF VILLAGE-WIDE STORMWATER DRAINAGE IMPROVEMENTS AND ROADWAY RESURFACING IN AN AMOUNT NOT TO EXCEED \$1,014,229.50**; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN AND CIP AND GRANTS MANAGER COLLEEN BLANK)

RECOMMENDATION: APPROVAL

TAB 15

11. PUBLIC COMMENTS: (AT APPROXIMATELY 8:00 P.M.)

If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

12. REPORTS AND RECOMMENDATIONS:

A. VILLAGE MANAGER (NOT LATER THAN 8:00 P.M.)

MANAGER'S REPORT

TAB 16

1.) SAFE AND SECURE VILLAGE

A. FIRE RESCUE DEPARTMENT TRANSITION PLAN (FIRE RESCUE CHIEF ERIC LANG)

2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE

A. NEAT STREETS GRANT AWARD AND TREE PLANTING UPDATE (PLAN REVIEWER OLGA GARCIA)

3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS

A. ATHLETIC PROGRAM AND FIELDS (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

4.) ACCESSIBLE, CONNECTED AND MOBILE VILLAGE-WIDE TRANSPORTATION

5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE

6.) EFFECTIVE AND EFFICIENT GOVERNMENT SERVICES

A. FEDERALLY FUNDED GRANT OPPORTUNITIES FOR THE VILLAGE OF KEY BISCAYNE (CIP AND GRANTS MANAGER COLLEEN BLANK)

[FEDERAL FUNDING OPPORTUNITIES DATABASE](#)

B. CAPITAL IMPROVEMENT PROGRAM UPDATE (CIP AND GRANTS MANAGER COLLEEN BLANK)

[HTTPS://VILLAGE-KEY-BISCAYNE-FL-PROJECTS.CLEARGOV.COM/](https://village-key-biscayne-fl-projects.cleargov.com/)

B. MAYOR AND COUNCILMEMBERS

1) STORMWATER REGULATIONS FOR INDIVIDUAL PROPERTIES- RESIDENTS AND COMMERCIAL (COUNCILMEMBER VAZQUEZ)

2) APPOINTMENTS TO THE SUSTAINABILITY ADVISORY BOARD (MAYOR RASCO)

3.) REVIEW AND RECOMMEND CHANGES TO THE SITE PLAN REVIEW CRITERIA AND THE SITE PLAN REVIEW PROCESS (COUNCILMEMBER MOSS)

C. VILLAGE ATTORNEY

NONE

D. VILLAGE CLERK

NONE

13. OTHER BUSINESS/GENERAL DISCUSSION

14. SCHEDULE OF FUTURE MEETINGS/EVENTS:

REGULAR COUNCIL MEETING

TUESDAY, JUNE 6, 2023, 6:30 P.M.

BUDGET WORKSHOP

TUESDAY, JUNE 27, 2023, 6:30 P.M.

REGULAR COUNCIL MEETING
TUESDAY, JULY 18, 2023, 6:30 P.M.

15. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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 (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.

Proclamation

OFFICE OF THE MAYOR



WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, in Florida 2,989 people die by guns in an average year, with a rate of 13.3 deaths per 100,000 people, a crisis that costs the state \$40.3 billion each year, of which \$875.9 million is paid by taxpayers. Florida has the 30th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Key Biscayne are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers in partnership with local violence intervention activists and resources know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE BE IT RESOLVED, THAT I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAINE, FLORIDA, DO HEREBY DECLARE THE FIRST FRIDAY IN JUNE 2023, TO BE NATIONAL GUN VIOLENCE AWARENESS DAY. I ENCOURAGE ALL CITIZENS TO SUPPORT THEIR LOCAL COMMUNITIES' EFFORTS TO PREVENT THE TRAGIC EFFECTS OF GUN VIOLENCE AND TO HONOR AND VALUE HUMAN LIVES.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAINE THE 9TH DAY OF MAY 2023.

MAYOR JOE I. RASCO

Proclamation

OFFICE OF THE MAYOR



WHEREAS, the Village of Key Biscayne is honored to have joined in the celebration of Israel's 75th Independence Day Anniversary; and

WHEREAS, the State of Israel has remained the strongest ally of the United States in the Middle East in the decades since its inception; and

WHEREAS, since its establishment, the modern State of Israel has rebuilt the nation, forged a new and dynamic society, and created a thriving country despite the heavy burdens of war and terrorism; and

WHEREAS, the State of Israel has developed an advanced entrepreneurial economy, has one of the world's leading technological industries and is at the forefront of research and development in energy and medicine; and

WHEREAS, the State of Israel contains sacred and holy sites of many of the world's religions, including Christianity and Islam, and many Village residents and thousands of Floridians travel each year to see these sites and participate in a rich cultural exchange with the Israeli people; and

WHEREAS, the Village of Key Biscayne remains committed to a future where the State of Israel and its neighbors can live in peace, with mutual recognition of each other's dignity and autonomy.

NOW, THEREFORE BE IT RESOLVED, THAT I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION IN RECOGNITION OF THE PROUD HISTORY OF THE STATE OF ISRAEL ON THEIR 75TH INDEPENDENCE DAY ANNIVERSARY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THE 9TH DAY OF MAY 2023.

A blue ink signature of Mayor Joe I. Rasco, written in a cursive style.

MAYOR JOE I. RASCO



MINUTES

REGULAR COUNCIL MEETING KEY BISCAYNE, FLORIDA

TUESDAY, MARCH 14, 2023

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:33 p.m. Present were Councilmembers Edward London, Allison McCormick, Brett G. Moss, Fernando A. Vazquez, Oscar Sardiñas, Vice Mayor Franklin H. Caplan, and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.
2. **PLEDGE OF ALLEGIANCE:** Councilmember Sardiñas led the Pledge of Allegiance.
3. **INVOCATION:** Pastor Dennis Eastling with the Key Biscayne Community Church gave an invocation.
4. **BRIEF COMMENTS BY COUNCIL:** Mayor Rasco addressed the Council regarding that the Manager is participating via Zoom due to illness and is available for any questions.
5. **PUBLIC COMMENTS:** The following residents addressed the Council: Luis de la Cruz, 640 Allendale Road.

At this time Florida Inland Navigation District (F.I.N.D.) Commissioner Spencer Crowley presented a check for \$75,000 for the purchase of a new K.B. Police Department boat.

Publics Comments were continued: Mayra Pena Lindsay, 365 Westwood Drive; Ignacio Seguro, 881 Ocean Drive; Francoise Dreuil-Wynne, 799 Crandon Boulevard; Josie Valdes-Hurtado, 600 Grapetree Drive; Ed Sanchez, 260 Cypress Drive; Ceci Sanchez, 260 Cypress Drive; Susana Braun, 200 Galen Drive; Lourdes Joffre-Collet, 430 Grand Bay Drive; Staria Petersen, 395 Caribbean Road; Khalil Khouri, 478 Bay Lane; Oria Perez, 575 Crandon Boulevard; Dorothy Devaney, 550 Harbor Drive; Ann Taintor, 170 Ocean Lane Drive; Katrina Gonzalez Coto, 635 Harbor Drive; Fausto Gomez, 765 Crandon Boulevard; Gustavo Menendez, 260 Buttonwood Drive; Deborah Cianfoni, 285 Buttonwood Drive; Eric Schott, 610 Fernwood Road; Betty Sime Conroy, 785 Crandon Boulevard;

JoAnn Pisacane, 155 Ocean Lane Drive; Steve Simon, 335 Harbor Lane and Daisy Diaz, 330 Palmwood Lane.

At this time the Council took a ten-minute break. The meeting reconvened at 7:50 p.m.

At this time Mayor Rasco presented a Proclamation in recognition of Key Biscayne K-8 Center's 70th Anniversary.

At this time Principal Julissa Piña addressed the Council giving a presentation on the Key Biscayne K-8 Center. Mayor Rasco addressed Principal Piña regarding the above presentation, Council's strategic planning session goals, and supporting the Village's public and private schools.

At this time Miami-Dade County Public Library System Director Ray Baker addressed the Council giving a presentation on an update for the Key Biscayne Library construction project. Councilmember Moss addressed Mr. Baker regarding library design amendments.

6. **AGENDA:** Vice Mayor Caplan requested to remove Item 8E from the consent agenda; Councilmember Moss requested the deferral of Item 8A to the April 4, 2023 Regular Council Meeting and requested the addition of a discussion regarding an update on the Status of the Vision Plan as Item 12B5 and the Manager requested the deferral of Item 8B to the April 4, 2023 Regular Council Meeting.

Vice Mayor Caplan made a motion to approve the agenda, as amended. The motion was seconded by Councilmember Moss and approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

At this time the Clerk read the following ordinance on second reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING THE SUSTAINABILITY ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Moss made a motion to adopt the ordinance on second reading. The motion was seconded by Vice Mayor Caplan.

There was discussion from Council regarding the above ordinance. Councilmember Moss requested that a Youth Council member participate on the board.

It was the consensus of Council to: (1) include a Youth Council member as an ex-officio board member (2) have the Attorney add clarifying language to include resiliency projects and for the board to report on a yearly basis and (3) appoint Councilmember Vazquez as the board liaison.

The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

The ordinance, as amended, was adopted on second reading by a 7-0 roll call vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and

Mayor Rasco voting Yes.

At this time the Clerk read the following ordinance on second reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 30-199, "LEGAL NONCONFORMING SIGNS," OF CHAPTER 30 OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE CONTINUATION, RECONSTRUCTION, AND ALTERATION OF LEGAL NONCONFORMING MONUMENT SIGNS IN THE MULTIFAMILY AND PLANNED UNIT DEVELOPMENT ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Sardiñas.

The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

Vice Mayor Caplan addressed the administration requesting an informational report on the identification of the legal nonconforming monument signs that currently exist. Building, Zoning and Planning Director Jeremy Calleros Gauger will report back on the above request at the next Regular Council Meeting.

The ordinance was adopted on second reading by a 7-0 roll call vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

At this time the Clerk read the following ordinance on second reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES CREATING SECTION 30-42, "DEVELOPMENT INCENTIVES FOR STORMWATER MANAGEMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Sardiñas.

There was extensive discussion from Council, Director Calleros Gauger, the Manager, and the Attorney regarding the above ordinance, incentives, and easement size. The Attorney stated in no event shall the maximum floor area ratio exceed the limitations set forth in Section 30-100.

The Mayor opened the public hearing. The following residents addressed the Council: Robert Vernon, 475 Ridgewood Road. The Mayor closed the public hearing.

There was additional discussion from Council, Director Calleros Gauger, and the Attorney regarding limiting the easement to certain districts and the designing of homes.

Councilmember London made a motion to strike out 1,000 feet as an incentive and put in 30% instead in Section 1 of the ordinance. The motion was seconded by Councilmember Vazquez.

There was discussion from Council regarding the above motion.

The motion failed by a 2-5 voice vote. The vote was as follows: Councilmembers London and Vazquez voting Yes. Councilmembers McCormick, Moss, Sardiñas, Vice Mayor Caplan, and Mayor Rasco voting No.

Councilmember Moss made a motion to have the incentive be applicable to waterfront properties only. The motion was seconded by Vice Mayor Caplan.

Vice Mayor Caplan addressed the administration requesting a report ascertaining the feasibility of building a peak roofed house in the smaller interior lot districts. There was no objection to the request.

The Attorney requested clarification if the above motion would only apply to single family homes or all of the waterfront districts which are not just single family homes.

There was discussion from Council regarding the above item

Councilmember Moss withdrew his motion.

It was the consensus of Council to direct the Manager to bring back a report in six months or sooner if a problem arises.

The ordinance was adopted on second reading by a 7-0 roll call vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

At this time the Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 19 OF THE VILLAGE CODE OF ORDINANCES "PARK RULES AND REGULATIONS;" AMENDING REGULATIONS RELATING TO MOTORIZED VEHICLES, NON-MOTORIZED VEHICLES, AND EQUIPMENT WITHIN VILLAGE PARKS; AMENDING ENFORCEMENT AND PENALTY REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to adopt the ordinance. The motion was seconded by Councilmember Sardiñas.

The Mayor opened the public hearing. The following residents addressed the Council:

Vanessa Sanz de Acedo, 103 East Enid Drive; Giancarlo Zanolini, 199 Ocean Lane Drive; Edward Vondell, 785 Crandon Boulevard and Maria Juliana Escallon. The Mayor closed the public hearing.

There was discussion from Council, the Manager and Chief of Police Frank Sousa regarding the above ordinance, penalties, and not exceeding state fines.

Councilmember London made a motion to add a third violation of \$500 to the fine structure. The motion was seconded by Councilmember McCormick.

There was extensive discussion from Council, the Attorney and Chief Sousa regarding the above motion, enforcement and safety, and legislative proposals made by State Representative Vicki Lopez.

Councilmember Sardiñas addressed the Council regarding parental responsibility for electric bike usage.

Councilmember McCormick made a motion to increase the amount of the first fine to \$175. The motion was seconded by Councilmember Sardiñas.

There was additional discussion from Council, Chief Sousa, and the Attorney regarding tracking data, banning of electric bikes, and enforcement on Crandon Boulevard being under Miami-Dade County's jurisdiction.

Councilmember McCormick withdrew her motion.

It was the consensus of Council to approve Councilmember London's above motion.

The ordinance was approved on first reading by a 6-1 roll call vote, as amended. The vote was as follows: Councilmembers London, McCormick, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes. Councilmember Moss voting No.

7. **SPECIAL PRESENTATIONS:** The special presentations were given earlier in the evening.

8. **CONSENT AGENDA:** Councilmember Moss made a motion to approve the consent agenda. The motion was seconded by Vice Mayor Caplan.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO CREATE A PROGRAM IN COLLABORATION WITH THE ASK CLUB AND THE VILLAGE CHAMBER OF COMMERCE RECOGNIZING VILLAGE RESIDENTS WHO REACH THE AGE OF 100; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO ADDRESS THE OVERPOPULATION OF IGUANAS WITHIN THE VILLAGE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

The consent agenda was approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, OPPOSING LEGISLATION THAT PREEMPTS OR LIMITS MUNICIPAL HOME RULE AUTHORITY; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to approve the resolution. The motion was seconded by Councilmember London.

There was discussion from Council and the Attorney regarding the above resolution.

It was the consensus of Council to approve the above resolution redrafted by Vice Mayor Caplan.

9. **ORDINANCES:** The ordinances were addressed earlier in the evening.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A 2023 GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT IN AN AMOUNT OF \$23,750 FOR THE KEY BISCAYNE STREET TREE PLANTING PROGRAM AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember London made a motion to approve the resolution. The motion was seconded by Councilmember Vazquez.

There was discussion from Council and Director Calleros Gauger regarding the above resolution and keeping the community's character with respect to trees.

The resolution was approved by a 5-0 voice vote. The vote was as follows: Councilmembers McCormick, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes. Councilmembers London and Moss were out of the room at the time the vote was taken.

The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING TOTAL CONSTRUCTION & MAINTENANCE CORPORATION FOR THE FIRE DEPARTMENT'S WOMEN BATHROOM AND LOCKER ROOM RENOVATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$86,697; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Sardiñas and approved by a 5-0 voice vote. The vote was as follows:

Councilmembers McCormick, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes. Councilmembers London and Moss were out of the room at the time the vote was taken.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE MUTUAL AID AGREEMENTS WITH GOVERNMENTAL ENTITIES, INCLUDING ANY AMENDMENTS OR RENEWALS THERETO; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Sardiñas.

The Attorney addressed the Council regarding the above resolution.

The resolution was approved by a 5-0 voice vote. The vote was as follows: Councilmembers McCormick, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes. Councilmembers London and Moss were out of the room at the time the vote was taken.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR ATHLETIC FIELD MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$326,979.90 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to approve the resolution. The motion was seconded by Councilmember McCormick.

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council regarding the above resolution. The department's goal is to improve the maintenance of the facilities, to protect the Village's investment in these areas, to reduce the required future capital investments and to care for the relationships we have with our shared use facility partners like St. Agnes, KBK8, and Mast Academy.

There was extensive discussion from Council and Director Hofferberth regarding contract bidding and renegotiating, Paradise Park, and interim maintenance and repairs for Mast Academy field.

The resolution was approved by a 6-1 voice vote. The vote was as follows: Councilmembers McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes. Councilmember London voting No.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ESTABLISHING THAT A PUBLIC PARK AND PUBLIC UTILITY USE BE

PERMITTED ON VILLAGE PROPERTY LOCATED AT 571 AND 599 HARBOR DRIVE; AUTHORIZING THE VILLAGE MANAGER TO PREPARE A SITE PLAN; AND PROVIDING FOR AN EFFECTIVE AN DATE.

Vice Mayor Caplan made a motion to approve the resolution. The motion was seconded by Councilmember McCormick.

The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

The Attorney addressed the Council regarding the procedure for property designation. The first step is to designate the use and the second step is for the administration to bring back a site plan at a future meeting date to be determined.

There was extensive discussion from Council, the Manager, the Attorney and Director Calleros Gauger regarding the usage of the property and community engagement.

It was the consensus of Council for the Attorney to add clarifying language regarding: (1) the primary use of the property is to be park and (2) public utility usage or infrastructure shall also be permitted on the property in order to support the Village's stormwater management system.

The resolution was approved by a 7-0 voice vote, as amended. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

11. **PUBLIC COMMENTS:** This item was addressed earlier in the evening.

12. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Village Manager. The Manager addressed the Council reporting that the legislative package updates have been distributed to Council for their review.

Chief Sousa addressed the Council reporting on the Annual Police Report which will also be posted on the Village's website.

There was discussion from Council regarding the great work done on the legislative agenda.

Director Calleros Gauger addressed the Council reporting on a status update regarding Beach Park improvements and next steps.

There was discussion from Council, Director Calleros Gauger, and Director Hofferberth regarding signage, the "knee" wall, the number of restrooms, and possibly adding shower/changing rooms.

Vice Mayor Caplan made a motion to approve the 60% Beach Park design concept. The motion was seconded by Councilmember McCormick and approved by a 7-0 voice vote. The vote was as follows:

Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

Mayor and Councilmembers. Councilmember Moss addressed the Council regarding solutions to the life-safety concerns due to heavy traffic caused by Virginia Key events. Fire Rescue Chief Eric Lang and Chief Sousa addressed the Council regarding plans to address life safety issues and tracking the number of cars coming and going through the Rickenbacker Causeway toll booth. This past weekend 30,000 cars came through the toll booth.

There was discussion from Council and the Manager regarding notification of events, data collection, and that there is the Master Plan to address traffic issues.

Mayor Rasco addressed the Council regarding issues affecting property and casualty premiums and non-renewal of insurance policies.

There was discussion from Council and the Manager regarding risk and reinsurance.

Mayor Rasco addressed the Council regarding code enforcement of dogs on the beach.

There was discussion from Council and Chief Sousa regarding the above item, receiving resident's complaints, and enforcement.

Councilmember Moss addressed the Council regarding a discussion on the status of the Vision Plan. Councilmember Moss stated the reasons why the Vision Plan was deferred at the January 17th Regular Council Meeting: (1) the plan had not been approved by the Vision Plan Board (2) requested changes by the board had not been made yet and (3) the plan had not been proofread first. Councilmember Moss has been working with Director Calleros Gauger to address all necessary changes. There is no increase in density in this document and the Vision Plan is only a guide for Councilmembers to make policy decisions.

There was discussion from Council regarding the above item and another Vision Plan Community Meeting will be held in April at a future date to be determined.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk did not submit a report.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 10:54 p.m.

Respectfully submitted:

Jocelyn B. Koch

Village Clerk

Approved this _____ day of _____ 2023:

Joe I. Rasco

Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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.



VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 9, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: 2022 Tree City USA Designation

RECOMMENDATION

I recommend that Village Council accept the National Arbor Day Foundation's 2022 Tree City USA designation.

BACKGROUND

The Village of Key Biscayne has taken another step towards preserving and enhancing the Village's urban forest by applying to become a Tree City USA community. The 2022 application was recently approved by both the State of Florida and the Arbor Day Foundation making this the Village's first year officially receiving this national recognition.

Per the Urban Tree Canopy Assessment conducted by the University of Florida and Florida International University, the Village of Key Biscayne currently has an Urban Tree Canopy (UTC) of 26%, 18.7% higher than the last assessment performed in 2016. This assessment focuses on the environmental and socioeconomic impacts from the UTC within the Urban Development Boundary of Miami-Dade County.

The Arbor Day Foundation established minimum standards to ensure that every qualifying community has a viable tree management plan and program. The Village shall now strive to maintain this status by re-applying on a yearly basis to ensure that our community is continually meeting the four (4) overarching standards below:

1. Maintaining a tree board or department,
2. Having a community tree ordinance,
3. Spending at least \$2 per capita on urban forestry, and
4. Celebrating Arbor Day.

More than 3,600 communities have made the commitment of becoming a Tree City USA and the Village of Key Biscayne is making that same commitment to preserve and improve our thriving urban forest.

<https://www.arborday.org/programs/treecityusa/>

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING THE NATIONAL ARBOR DAY FOUNDATION'S 2022 TREE CITY USA DESIGNATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") desires to participate in the National Arbor Day Foundation's Tree City USA program (the "Program"); and

WHEREAS, the Program will provide direction, technical assistance, public attention, and national recognition for urban and community forestry programs; and

WHEREAS, the Village was designated as a 2022 Tree City USA by the National Arbor Day Foundation; and

WHEREAS, the Village desires to accept the 2022 Tree City USA designation; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Acceptance.** That the Village Council hereby accepts the 2022 Tree City USA designation.

Section 3. **Implementation.** That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY



VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Edward London

Allison McCormick

Brett G. Moss

Oscar Sardiñas

Fernando A. Vazquez

DATE: April 04, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager

Village Manager

Steven C. Williamson

RE: Executing an Easement Agreement between the Village of Key Biscayne and the Commodore Club South Condominium to Establish a Public Beach Access Path

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute an easement agreement with the Commodore Club South Condominium to establish a public beach access path similar to the public beach access points on the north and south sides of the Oceana Condominium as well as the beach access path situated between the Sands Condominium and the Key Biscayne Beach Club. The path in question would be situated between the Island House Condominium and the Commodore Club South Condominium. Establishing this public beach access is a requirement of being accepted into the US Army Corps of Engineers feasibility study for entry into the long term (50-year) federal shoreline protection program (CSRM). The public path will be renovated to Key Biscayne and ADA standards and will be maintained by the Village of Key Biscayne. Funding will be allocated from the FY23 Budget. An FDEP Coastal Partnership Initiatives Grant will be submitted to obtain external funding to cover a portion of the cost of renovating the path. Deadline for submission of the grant application is October 15, 2023.

BACKGROUND

One of the reasons the US Army Corps of Engineers (USACE) agreed to accept the Village's request for a waiver for inclusion into the ongoing feasibility study for potential integration into its 50-year beach management program is because the Village agreed to establish additional beach access points that would be available to the public. For the ~1.2 mile stretch of Key Biscayne beach, USACE ¼ mile spacing requirements dictated that a total of 5 public access points be available as depicted below.

The Village identified five (5) access points that are being considered as a public access as follows:

- 1- Public Access #1 (PA-1): Between CCS and Island House
- 2- Public Access #2 (PA-2): Oceana North
- 3- Public Access #3 (PA-3): Oceana South
- 4- Public Access #4 (PA-4): Between the Sands and KB Beach Club



VILLAGE OF KEY BISCAYNE

5- Public Access #5 (PA-5): Between Ocean Club and Casa Del Mar

Two paths (Oceana North and Oceana South) of the five public access points are already established. A third path has been secured through an easement agreement with the Sands Condominium and is in the process of being renovated by Public Works. The five access points are spread out in a way to provide continuous access to the beach every 1/4 mile or less. Moving forward into the USACE long term federal shoreline protection program requires the remaining two paths (PA-1 and PA-5) to be converted into public beach access points.

Per the easement agreement with the Commodore Club South Condominium, the title bearer of the given property, the Village will take responsibility and cost for renovating the beach access path made public. The Village will maintain the path and design it to be ADA compliant and safe to users of the path. The public beach access path will not be advertised. No public parking will be provided beyond what currently exists along Crandon Boulevard and other public parking locations and the public access will be available to those who may come to it using FreeBee, walking, biking or some other. The path will be available to the general public and will not be gated or locked. The Village will maintain the public beach access paths in the same manner as it maintains public parks. No restrooms will be built to serve the public beach access paths, however, the Village may include a shower for beach goers similar to the showers provided at the two existing paths north and south of Oceana.

Beach raking services and beach renourishment activities will continue to use the beach access paths immediately to the north and south of the Oceana property as those two paths were widened and designed specifically to serve that purpose. Due to special constraints, neither of the two additional proposed public beach paths (PA-1 or PA-4) will be able to support vehicles other than VKB Police or Public Works all terrain vehicles (ATVs).

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AND ACCEPTING A PUBLIC BEACH ACCESS EASEMENT AND DEDICATION AGREEMENT WITH THE COMMODORE CLUB SOUTH, INC. RELATING TO THE PROPERTY LOCATED AT 199 OCEAN LANE DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) has been accepted into the U.S. Army Corps of Engineers feasibility study for entry into the long term (50-year) federal shoreline protection program (the “Re-Nourishment Program”); and

WHEREAS, as a condition of the Re-Nourishment Program, the Village is required to ensure that the general public has access to the beaches located within the Village at certain designated intervals; and

WHEREAS, Commodore Club South, Inc. has voluntarily agreed to grant the Village a public beach access easement entitled “Public Access Easement and Dedication Agreement” (the “Easement”) on the property located at 199 Ocean Lane Drive; and

WHEREAS, the Village Council desires to approve and accept the Easement, in substantially the same form attached hereto as Exhibit “A”; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Easement Approved and Accepted. Subject to the approval of the Easement by Commodore Club South, Inc. and the U.S. Army Corps of Engineers as to the term of the Easement, the Village Council hereby approves the Easement relating to the Property, in substantially the form attached hereto as Exhibit "A." The Village Manager is authorized to approve a term for the Easement lasting either in perpetuity or as long as the Village participates in the Re-Nourishment Program.

Section 3. Implementation. The Village Manager is hereby authorized to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

For Recording Purposes Only

**PUBLIC ACCESS EASEMENT
AND DEDICATION AGREEMENT**

THIS PUBLIC ACCESS EASEMENT AND DEDICATION AGREEMENT (this "Agreement") is made this ____ day of _____, 2022, by COMMODORE CLUB SOUTH, INC., a Florida nonprofit corporation, (hereinafter referred to as the "Grantor"), and the Village of Key Biscayne, a Florida municipal corporation (hereinafter referred to as the "Village").

R E C I T A L S:

1. Grantor owns fee simple title to certain real property located in Miami-Dade County, Florida, and more specifically within the boundaries of the Village, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Area");
2. The Village has determined that its beaches are in need of re-nourishment and in connection therewith has requested federal assistance in accordance with the Memorandum from the Village of Key Biscayne, as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof ("Re-Nourishment Program");
3. As a condition of the Re-Nourishment Program, the Village is required to ensure that the general public have access to the beaches located within the Village ("Village Beaches") at certain designated intervals;
4. The Village has determined that the Easement Area is a suitable access point as required by the Re-Nourishment Program;
5. Grantor has agreed to grant the general public access to the Village Beaches subject to the Village undertaking the obligations as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN

DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and are hereby incorporated into this Agreement as is fully set forth herein.

2. **Dedication of Beach Access Easements.** Grantor does hereby dedicate, grant and convey to the Village, the Easement Area as described on Exhibit A attached hereto, for the benefit of the general public, for the purposes of pedestrian and bicycle ingress and egress to and from the Village Beaches or Atlantic Ocean, allowing for the use and benefit of the Village Beaches, including the right of access and ingress and egress for maintenance vehicles for Village Beach maintenance and emergency vehicles and Village operations for public, health, safety and welfare purposes. Maintenance vehicles on the Easement Areas for routine (daily or weekly) beach maintenance purposes shall be limited to All Terrain Vehicles (ATV) and/or similar vehicles that will not compromise the safety or soundness of the sewer lines that run beneath the Easement Area. In connection with non-routine beach re-nourishment performed by the Village, or any instance in which the Village (and/or its contractor or vendor) may utilize vehicles larger than ATV's or similar vehicles, then the Village shall not use the Easement Area, and shall use other means of access to the beach, including through Oceana's north beach path. The Village acknowledges that the Easement Area lies above sewer lines and shall take all reasonable precautions to not disturb or otherwise damage the sewer lines.

3. **Purpose and Use of Beach Access Dedication/Easement.** The intent and purpose of the dedication granted to the Village on the Easement Area is to provide perpetual unrestricted and year-round pedestrian, bicycle and limited vehicular access to and from the beach or Atlantic Ocean to the Village, for the use and benefit of its residents and all users or parties designated by the Village, as well as the right of access and ingress and egress for beach maintenance and emergency vehicles and Village operations for public, health, safety and welfare purposes, provided however that the use of sirens or vehicles that compromise the safety or soundness of the sewer lines beneath the Easement Area (i.e., any vehicle larger than an ATV or similar vehicle) shall be prohibited on the Easement Area. The Village shall have the right to temporarily close and/or restrict use and access of the Easement Area for beach maintenance purposes, provided, the Village provides Grantor with written advance reasonable notice of such closure (and in the event of emergency situations requiring immediate closure, no notice by the Village shall be required). Notwithstanding the foregoing, vehicular access shall be limited to maintenance, re-nourishment, emergency situations, and access for individuals with disabilities only. The Village shall work with Grantor to, collectively, develop a plan for access for individuals with disabilities.

4. **Improvements to Beach Easement Areas; Maintenance and Repair.** Village shall install and construct, at its sole cost and expense, and subject to Grantor's written approval, certain improvements on the Easement Area, to make the Easement Area suitable for pedestrian, bicycle and limited vehicular (as per Sections 2 and 3 above) access, including (a) installation of a paved path and/or walkway on the Beach Easement Areas; (b) landscaping (including landscaping at the entrance to the walkway); (c) fencing or other barrier, and (d) a removable bollard(s) at the Ocean Lane Drive entrance to the Easement Area such that non-Village ATV's and golf carts cannot use the Easement Area, but that Village ATV's and similar vehicles may use the Easement Area when required (the improvements described in (a), (b), and (c) and (d) above shall be hereinafter collectively referred to as the "Improvements"). The Improvements shall be

constructed in a manner to promote the safe ingress and egress on Ocean Lane Drive. The Village shall maintain and repair the Easement Area and the Improvements, at its sole cost and expense, in safe and good working condition and such that pedestrian and vehicular access is not impaired or obstructed. The Village shall keep the Easement Area and Improvements clear and free of trash, debris and rubbish and free of obstructions of every nature, and shall provide adequate drainage. No walls, fences, barriers, building, structure or any other sort of temporary or permanent obstruction shall be constructed or erected on or over the Easement Area that would impede, impair, block or obstruct any portion of the Easement Area or prevent or limit the reasonable movement of pedestrians and vehicles on the Easement Area and access to and from the Village Beach or Atlantic Ocean. The Village shall not install lighting within the Easement Area. The Village shall use fencing or a landscaping barrier to direct beach goers to the sidewalk at the Commodore Club entrance where a cross walk will be installed by the Village to ensure pedestrians are visible to drivers on Ocean Lane Drive. The Village shall construct, as part of the Improvements, a visual buffer and noise reducing features between the Easement Area and the Grantor's common areas. The Village agrees that prior to the installation of any improvements to the Easement Area, it will submit all proposed improvements to the Grantor and to the extent possible, incorporate any reasonable revisions to said proposed improvements provided that so long as the improvements are consistent with the current architecture of the Easement Area, the Village may install such improvements. The Village will ensure adequate police presence, as needed, at the Easement Area.

5. **Incidental Rights.** The rights granted herein to the Village shall likewise include all incidental rights reasonably necessary for the use and enjoyment of such rights and such incidental rights are hereby created, granted, and declared.

6. **Amendment.** This Agreement shall not be changed, amended, or modified except by an instrument in writing, executed by both parties to this Agreement.

7. **Duration.** The easement rights contained herein shall be perpetual, but may be terminated by the Village, in its sole discretion, but only in the event that there is no federal assistance provided with respect to the Re-Nourishment Program, and the Village council approves such termination after a public hearing. In the event of such termination, Grantor shall have the sole authority to determine whether the Improvements are to remain in the Easement Area or be removed by the Village at the Village's sole cost and expense.

8. **Covenants Running with the Land; Successors and Assigns.** It is intended that each of the dedications, easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the land of Grantor and create an equitable servitude in favor of the Village, its successors and/or assigns, and shall bind Grantor, its successors and assigns (including the cooperative association and/or or shareholders owning, operating or maintaining any part of the Easement Area as part of the cooperative).

9. **Enforcement.** The Village and Grantor shall each have the right to pursue and legally enforce this Agreement and the dedications, easements, covenants, conditions, obligations and restrictions set forth herein, including, but not limited to, all maintenance obligations of the Village on the Easement Area and repair obligations of the Village set forth in this Agreement, by whatever action or actions are legally available, including without limitation, any equitable remedy, injunction or specific performance. The Village and Grantor shall have the right, but shall

not be obligated, to take such action as shall be reasonably necessary to cure any default of this Agreement and enforce the dedications, easements, covenants, conditions, obligations and restrictions set forth herein, at the sole cost and expense of the violating party.

10. **Attorney's Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its cost and reasonable attorney's fees incurred in the preparation and prosecution of such action or proceeding. All Attorney's fees and costs incurred in connection with the preparation and negotiation of this Agreement shall be paid by the Village.

11. **Severability.** Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision in this Agreement is held to be depended upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

12. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue shall be in Miami-Dade County Florida.

13. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); five days after being sent, if sent by certified or registered mail for each party indicated below and addressed as follows:

To Grantor:

With a copy to:

To Village: Village Manager
88 W. McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Village Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

14. **Warranties and Representations.** Grantor does hereby covenant and represent to Village that: (a) it is lawfully seized and possessed of the Easement Area; and (b) it has good and lawful authority and right to enter into this Agreement and convey said easements.

15. **Indemnification for Beach Maintenance and Re-Nourishment; Gate and Access Control System.** Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (as may be amended from time to time), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Village shall indemnify and hold harmless Grantor, and its successors and/or assigns, from and against all costs, expenses, losses, claims or damages, including reasonable attorneys' fees and costs at trial and appellate levels, relating to death or personal injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with beach maintenance and re-nourishment operations performed by the Village on the Easement Area, or in connection with the installation, operation and maintenance by the Village of any gate or access control system installed by the Village on the Easement Area, except any and all costs, expenses, losses, claims or damages, resulting from, arising out of, or incurred in connection any acts or omissions, including intentional and negligent acts, of Grantor or any of its officers, guests, invitees, employees, agents or contractors. Additionally, the Village agrees to indemnify and hold harmless Grantor, and its successors and/or assigns from and against all costs, expenses, losses, claims or damages, including reasonable attorney's fees and costs at the trial and appellate levels in connection with any litigation, actions, demands, costs, expenses, losses claims or damages arising out of or in connection with Grantor's entry of the subject Agreement with the Village, and in connection with the easement rights contained herein, including but not limited to any claims challenging the Association's authority to enter into the subject Agreement and easement.

16. **Ocean Drive Parking.** The Village shall not expand or otherwise amplify parking for motor vehicles of any kind on Ocean Lane Drive from Crandon Boulevard to the Easement Area maintained and operated by the Village during the term of the Easement without Grantor's prior written consent. The Village shall not expand or otherwise amplify parking for motor vehicles of any kind on at or near the traffic light leading to Ocean Lane Drive on Crandon Boulevard, without the Grantor's prior written consent. The Village shall actively enforce vehicles improperly parked on Ocean Lane Drive, including ticketing and towing such vehicles. Further, to ensure the organized flow of pedestrians accessing the beach through the Easement Area, the Village shall construct a "freebee" stop on Ocean Lane at a location to be mutually agreed upon by the parties.

17. **Sidewalk Improvements.** The Village shall consult with a traffic engineer, at the Village's sole cost and expense, to reconfigure the sidewalk and determine an appropriate location for a crosswalk on Ocean Lane Drive, to ensure that pedestrians leaving the Easement Area have a safe path to cross Ocean Lane Drive, and do not inhibit vehicles from ingress and egress to and from Grantor's property. The Village shall also add clear signage to indicate the access points to the Easement Area from the Village Beaches. The Village shall use fencing or a landscaping barrier to direct beach goers to the sidewalk at the Commodore Club entrance where a cross walk will be installed by the Village to ensure pedestrians are visible to drivers on Ocean Lane Drive. Any sidewalk and crosswalk re-configuration and/or installation shall be approved in writing by Grantor prior to implementation. Additionally, the Village shall install a concave mirror located across from the Island House driveway. The Village shall ensure consistent landscaping is maintained and trimmed to no higher than 4ft. along Ocean Lane Drive, especially by the Ocean Lane Plaza, such that drivers may view pedestrians using the sidewalk.

18. **Bicycle Parking**. The Village shall construct designated bicycle parking near the Easement Area to be located by the beach ingress/egress.

[SIGNATURE PAGES TO FOLLOW]

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

GRANTOR:

**COMMODORE CLUB SOUTH, INC., a
Florida nonprofit corporation**

WITNESSES:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____ 2022, by
_____, as _____, on behalf of
COMMODORE CLUB SOUTH, INC., a Florida non profit corporation He/she [] is personally
known to me or [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida
Commission expires: _____

WITNESSES:

Print Name: _____

Print Name: _____

Attest:

Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2022, by _____ of the Village of Key Biscayne, a Florida municipal corporation, on behalf of the corporation. He [] is personally known to me or [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida

Commission expires: _____

EXHIBIT A

A Portion of Tract 2, Matheson Estate, according to the Plat thereof as recorded in Plat Book 46, Page 86, of the Official Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Tract 2; Thence North $89^{\circ} 30' 46''$ East, a distance of 1305.76 feet along the South line of said Tract 2; Thence North $06^{\circ} 10' 50''$ East, 171.16 feet to a point; Thence North $89^{\circ} 30' 46''$ East 33.66 feet to a point on the right of way for Ocean Lane drive being on a non-tangent curve concave to the Northwest, having a radius of 50.00 feet (a radial line through said point bears South $34^{\circ} 58' 54''$ East); Thence Northerly along the arc of said curve through a central angle of $42^{\circ} 51' 43''$, an arc distance of 37.40 feet to the Point of Beginning; Thence continue along said right of way, being on a curve concave to the West having a radius of 50.00 feet (radial line through said point bears South $77^{\circ} 50' 37''$ East); Thence Northerly along the arc of said curve through a central angle of $14^{\circ} 07' 32''$ an arc distance of 12.33 feet; Thence departing said right of way South $49^{\circ} 16' 34''$ East, 24.67 feet to a point on a non-tangent curve concave to the Northeast, said curve having a radius of 44.23 feet (a radial line through said point bears South $51^{\circ} 05' 40''$ West); Thence Southeasterly along the arc of said curve through a central angle of $42^{\circ} 50' 39''$ an arc distance of 33.08 feet; Thence North $89^{\circ} 29' 40''$ East, 601.70 feet to a point on the erosion control line, according to the Plat thereof as recorded in Plat Book 74, Page 26 of the Official Records of Miami -Dade County, Florida; Thence along said erosion control line, South $07^{\circ} 04' 13''$ West, 10.09 feet; Thence departing said erosion control line, South $89^{\circ} 29' 40''$ West. 601.10 feet to a point on a non-tangent curve concave to the Northeast said curve having a radius of 54.23 feet (a radial line through said point bears South $07^{\circ} 24' 01''$ West); Thence Northwesterly along the arc of said curve through a central angle of $42^{\circ} 41' 13''$ an arc distance of 40.41 feet; Thence North $49^{\circ} 16' 34''$ West 16.64 feet to the Point of Beginning; said lands lying and being in the Village of Key Biscayne, Miami-Dade County, Florida



VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Brett G. Moss

Edward London

Allison McCormick

Oscar Sardiñas

Fernando A. Vazquez

DATE: April 4, 2023

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

Village Manager

Steven C. Williamson

FROM: Jeremy Calleros-Gauger, Director
Building, Zoning, and Planning

RE: Zoning and Land Development Code Revision to Chapter 10
Related to Manufactured Homes

PURPOSE OF MEMORANDUM

This memo describes reasoning behind the recommendation to approve an ordinance revising the Building Regulations as it relates to Manufactured Homes.

BACKGROUND

In January 2014, Village Council adopted Ordinance 2014-1 which prohibited manufactured homes within the Village zoning ordinance. The Florida Department of Emergency Management/State Floodplain Management Office requires that similar language regarding manufactured homes prohibition in Flood Plains be located in Building regulations (Ch. 10).

REVIEW CRITERIA

Criteria 1

The proposed amendment is consistent with the Comprehensive Plan.

Analysis

This amendment is consistent with Goal 1, Policy 1.1.3 of the Future Land Use Element of the Village of Key Biscayne's Comprehensive Plan better known as the Master Plan. The policy states "floodplain protection provision shall be consistent with applicable standards promulgated by the South Florida Water Management District, the South Florida Regional Planning Council, Miami Dade County Department of Environmental Protection and/or other agencies with relevant jurisdiction."

Florida's Department of Environmental Protection has provided guidance and recommendations on revising the Village's floodplain management



VILLAGE OF KEY BISCAINE

regulations on manufactured homes. The Village currently does not permit manufactured homes. However, the floodplain management regulations must explicitly state the same prohibition in order to satisfy the Community Rating System's requirements.

Finding

Consistent

Criteria 2

The proposed amendment is consistent with strategic goals adopted by Council regarding lowering insurance rates through participation in the National Flood Insurance Program Community Rating System.

Analysis

Staff tasked with updating ordinances from the State Floodplain Management Office has requested that the Village amend its Building ordinances in order to continue with the audit of the Village Community Rating System score. The audit of the CRS score is how the score will be adjusted in order to lower insurance rates.

Finding

Consistent

CONCLUSION

Based on findings, relevant background information, and consistency with the review criteria, staff recommends that Council approve requested changes.



VILLAGE OF KEY BISCAINE

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: April 4, 2023
TO: Honorable Mayor and Councilmembers
THRU: Steven C. Williamson, Village Manager
FROM: Jeremy Calleros-Gauger, Director
Building, Zoning, and Planning
RE: Zoning and Land Development Code Revision to Chapter
30 Related to Manufactured Homes

PURPOSE OF MEMORANDUM

This memo describes reasoning behind the recommendation to approve an ordinance revising the Zoning and Land Development Regulations as it relates to Manufactured Homes.

BACKGROUND

In January 2014, Village Council adopted Ordinance 2014-1 which prohibited manufactured homes within the Village. Subsequent state law and case law prohibiting housing discrimination makes blanket bans vulnerable to challenges. The zoning text amendment clarifies regulations governing manufactured homes in order to comply with statutes and reaffirm standards in

REVIEW CRITERIA

The Village's procedures for a text change provides for the amendment of the Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria per Sec. 30-71(b) of the Village Ordinances:

Criteria 1 The proposed amendment is consistent with the Comprehensive Plan.

Analysis This amendment is consistent with Goal 1, Policy 1.1.3 of the Future Land Use Element of the Village of Key Biscayne's Comprehensive Plan better known as the Master Plan. The policy states "floodplain protection provision shall be consistent with applicable standards promulgated by the South Florida Water Management District, the South Florida Regional Planning Council, Miami Dade County Department of Environmental Protection and/or other agencies with relevant jurisdiction."

Florida's Department of Environmental Protection has provided guidance



VILLAGE OF KEY BISCAYNE

and recommendation on revising the Village's floodplain management regulations on manufactured homes. The Village currently does not permit manufactured homes. However, the floodplain management regulations must explicitly state the same prohibition in order to satisfy the Community Rating System's requirements.

Finding Consistent

Criteria 2 The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site.

Analysis The proposed changes will not affect the consistency in scale between buildings. These changes are meant to prohibit manufactured homes in Special Flood Hazard Area (SFHAs).

Finding Consistent

Criteria 3 The resulting boundaries of a zoning district are logically drawn.

Analysis The proposed changes do not alter the zoning districts.

Finding Not applicable

Criteria 4 The proposed changes will enhance property values in the Village.

Analysis Proposed changes are composed to ensure that new construction will be compatible with Village standards and will enhance property values.

Finding Consistent

Criteria 5 The proposed change will enhance the quality of life in the Village.

Analysis The proposed changes will allow for a potential decrease in the Community Rating System score thereby lowering insurance rates Village-wide and enhancing the quality of life.

Finding Consistent



VILLAGE OF KEY BISCAYNE

Criteria 6 There are substantial and compelling reasons why the proposed change is in the best interests of the Village.

Analysis It is in the best interests of the Village to approve the proposed ordinance because the Federal Emergency Management Agency (FEMA) now expects communities that do not allow manufactured homes to have a statement to that effect within the community's floodplain management regulations. In order to retain standards for prohibition of manufactured homes, the Village is required to clarify standards in Chapter 30.

Finding Consistent

CONCLUSION

Based on findings, relevant background information, and consistency with the review criteria under Chapter 30-71(b), staff recommends that Council approve requested changes.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 10-63 "DEFINITIONS," 10-91, "PERMANENT PLACEMENT," AND SECTION 30-41, "RECREATIONAL VEHICLES AND MANUFACTURED HOMES," RELATING TO THE VILLAGE'S MANUFACTURED HOMES AND FLOODPLAIN MANAGEMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Village Council of the Village of Key Biscayne (the "Village") has adopted regulations relating to floodplain management regulations within the Village under Chapter 10 of the Village Code of Ordinances (the "Code"); and

WHEREAS, the Village participates in the National Flood Insurance Program ("NFIP") and the NFIP's Community Rating System ("CRS"), a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements; and

WHEREAS, the Village desires to update its floodplain management regulations as part of obtaining a new CRS rating; and

WHEREAS, such regulations pertain to accessory structures and prohibiting manufactured homes in special flood hazard areas; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:¹

Section 1. **Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double-strikethrough~~ and double underline.

Section 2. Amending Sections 10-63 and 10-91 of Chapter 10 of the Village Code.
That Sections 10-63 and 10-91 of Chapter 10 of the Code of Key Biscayne, Florida, are hereby amended to read as follows:

* * *

CHAPTER 10 – FLOODPLAIN MANAGEMENT REGULATIONS

* * *

ARTICLE II. - DEFINITIONS

* * *

DIVISION 2. - DEFINITIONS

Sec. 10-63. Definitions.

* * *

Accessory structure means a structure on the same parcel of property as a principal structure and the use of which is limited to parking and storage incidental to the use of the principal structure.

* * *

ARTICLE III. - FLOOD RESISTANT DEVELOPMENT

DIVISION 5. – RECREATIONAL VEHICLES AND MANUFACTURED HOMES

* * *

Sec. 10-91. Permanent placement.

- a) Recreational vehicles that do not meet the limitations in Section 10-90 for temporary placement are prohibited.
- b) Manufactured homes shall not be permitted in any special flood hazard area.

* * *

Section 3. Amending Section 30-41 of the Village Code. That Section 30-41 of Chapter 30 of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

* * *

Chapter 30 - ZONING AND LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE III. – GENERAL PROVISIONS

* * *

Sec. 30-41. Recreational vehicles and manufactured homes.

(1) Manufactured Homes shall be prohibited within the Village as provided in Section 10-91.

(2) A Recreational Vehicle shall be stored in a garage or Carport and shall not be permitted to remain on a property for more than 180 days in one calendar year, regardless of whether the days are consecutive.

* * *

Section 4. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY



VILLAGE OF KEY BISCAINE

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: May 9, 2023
TO: Mayor Rasco and Councilmembers
THRU: Steve C. Williamson, Village Manager
FROM: Jeremy Calleros Gauger, Director – Building,
Zoning, & Planning Department
RE: Transmittal Public Hearing – Evaluation and Appraisal
Report Based Amendments to the Comprehensive Plan
(Master Plan)

RECOMMENDATION

I recommend the Village Council approve the Evaluation and Appraisal Report based amendments to the Comprehensive Plan, which also incorporates a new section in the Conservation and Coastal Management Element of the plan regarding the Peril of Flood.

BACKGROUND

Communities must evaluate their comprehensive plans every 7 years and determine if plan amendments are necessary to reflect changes in state requirements. The Village's previous Evaluation and Appraisal Report (EAR) was adopted by the Village Council on June 25, 2018, via Resolution No. 2018-30 (See: Appendix A).

On June 25, 2018, the Village Council approved the EAR Notification Letter to DEO, which specified the necessary plan amendments required to reflect the changes in requirements and Statutes. Staff conducted a review of Florida Statutes changes and determined that amendments to the Future Land Use, Transportation, Capital Improvements, Conservation and Coastal Management, Intergovernmental Coordination, Infrastructure, Housing, Recreation and Open Space, Public Schools and Facilities, and amendments to ensure coordination with the regional water supply plan are required. In addition, a new Property Rights Element was recently introduced and required to be included within the Plan.

The legislation modified Chapter 163.3177 of the Florida Statutes to add a Property Rights Element as one of the required elements in all Comprehensive Plans. The legislation also limits the ability to adopt any other Comprehensive Plan amendments from being adopted until the Property Rights Element is adopted.

The 2015 Florida Legislature passed an amendment to section 163.7138(2)(f)1-6 of Florida Statutes called "Peril of Flood". This amendment directed jurisdictions that have a Coastal Management Element as a part of their comprehensive plan to include a redevelopment component



VILLAGE OF KEY BISCAYNE

with principles that must be used to eliminate inappropriate and unsafe development in the coastal areas.

The Village must complete amendments to the Master Plan to reflect and satisfy changes in statutory requirements as Evaluation and Appraisal amendments which are required to be transmitted to the Department of Economic Opportunity (DEO). If the Village fails to update the comprehensive plan pursuant to Evaluation and Appraisal requirements, the Village cannot amend its comprehensive plan until such time as it complies with the Evaluation and Appraisal requirements.

The amendments to the Comprehensive Plan were presented to Council for first reading on August 24, 2022. Once the transmittal was presented to the State, comments to revise the Conservation and Coastal Management Element to include the Peril of Flood policies were noted and required.

FINDINGS

The Village of Key Biscayne's Building, Zoning, and Planning Department is proposing Evaluation and Appraisal amendments to the Key Biscayne Master Plan to update the comprehensive plan to reflect changes in statutory and rule requirements; to update deadlines within the comprehensive plan, to eliminate accomplished or obsolete provisions, to make corrections to text and eliminate grammatical errors; and to amend provisions to reflect changes in local conditions and recent data, trends, issues, and challenges.

CONCLUSION

The Village prepared the Comprehensive Plan amendments in accordance with the 2018 EAR.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT-BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically evaluate its comprehensive plan to determine if comprehensive plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan; and

WHEREAS, the Village has completed its review of its Comprehensive Plan and transmitted its Evaluation and Appraisal Report Notification Letter to the Florida Department of Economic Opportunity (“DEO”); and

WHEREAS, the Village has prepared Evaluation and Appraisal Report-Based Comprehensive Plan Amendments necessary to reflect changes in state requirements; and

WHEREAS, the Village Council, sitting as the Local Planning Agency, has reviewed the proposed Evaluation and Appraisal Report-Based Comprehensive Plan amendments and recommends approval; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:¹

Section 1. **Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double-strikethrough~~ and double underline.

Section 2. **Comprehensive Plan Amendments Adopted.** The Village Council hereby adopts the Evaluation and Appraisal Report-Based Amendments to the Comprehensive Plan attached hereto as Exhibit “A.”

Section 3. **Transmittal.** The Village Manager is authorized to transmit the Evaluation and Appraisal Report-Based Comprehensive Plan Amendments adopted by this Ordinance to the DEO and all other units of local government or governmental agencies required by Section 163.3184, Florida Statutes.

Section 4. **Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. **Severability.** That the provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent.

Section 6. **Effective Date.** This Ordinance shall become effective upon passage and adoption by the Village Council on second reading. However, pursuant to Florida Law, the Evaluation and Appraisal Report-Based Comprehensive Plan Amendments adopted by this Ordinance shall go into effect pursuant to the DEO’s notice of intent. If timely challenged, an amendment does not become effective until the DEO or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

KEY BISCAYNE MASTER PLAN

Part II

Goals, Objectives, Policies

Capital Improvement Element Implementation Systems Monitoring, Updating and Evaluation Procedures

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37 **I. FUTURE LAND USE ELEMENT**

38 **GOAL 1 ACHIEVE THE FOLLOWING COMMUNITY CHARACTER:**

39 ***

40
41 **Objective 1.1 Future Land Use Categories**

42
43 *Maintain existing development and achieve new development and redevelopment*
44 *which is consistent with the community character statement articulated as Goal 1.*

45 **Policy 1.1.1**

9J-5.006(3)(e)7

46
47 ~~By the date required by statute or sooner, the~~ The Village shall maintain, and revise
48 as necessary, effective land development code provisions and incentives that clearly
49 implement the goals, objectives, and policies of this Element and which is consistent
50 with the Future Land Use Map (Figure 1), including the land uses and the densities
51 and intensities specified thereon and the descriptions of the requirements of those
52 categories, which appear under the heading "Future Land Use Category
53 Descriptions," beginning on page 12. The map and the descriptions are incorporated
54 by reference into this Policy 1.1.1.

55 **Policy 1.1.2**

9J-5.006(3)(e)7

56
57 ~~Between enactment of this plan and adoption of the land development code~~
58 ~~referenced in Policy 1.1.1, the~~ The Village shall regulate all development in
59 accordance the Future Land Use Map (Figure 1), including the land uses and the
60 densities and intensities specified thereon and the description of the requirements of
61 those categories, all of which are incorporated by reference into this Policy 1.1.2.

62 **Policy 1.1.3**

9J-5.006(3)(e)1

63
64 ~~By the date required by state statute or sooner, the~~ The Village shall maintain, and
65 revise as necessary, effective land development code provisions governing
66 **subdivisions, signs and floodplain protection**. Such provisions shall be consistent
67 with this plan and with the applicable Florida statutory and administrative code
68 guidelines and otherwise conform to the following standards.

69
70 ***

71 **Policy 1.1.4**

72
73 The Village shall ~~establish and maintain a~~ review, revise, and maintain a street tree
74 master plan as the basis for public right-of-way re-vegetation to achieve a tree
75 and palm canopy with a specified tree species for each of the Village streets.
76 Implementation begun on Crandon Boulevard in 1993 shall be continued in
77 subsequent years.

78
79 ***

80 **Figure 1 (Continued)**

81
82 **~~For the Planning Period 1994-2004~~**

83
84 The land use categories indicated ~~below~~ shall have the regulatory significance described herein and
85 as further defined and described in Future Land Use Element Policy 1.1.1.

86 Notes Pertaining to Future Land Use Map:

- 87
88 1. The area within designated boundary line is subject to an approved development of regional
89 impact. Pursuant to Florida Statute 163.31678, the designations reflected on this Future
90 Land Use Plan Map are not intended to limit or modify the right to complete development
91 pursuant to the existing Development of Regional Impact Development Order, so long as
92 the Development Order remains valid and effective and development proceeds forward in
93 compliance with the Development Order.
94
95 ~~2. The area within designated boundary line is subject to an approved development of regional~~
96 ~~impact. Pursuant to Florida Statute 163.31678, the designations reflected on this Future~~
97 ~~Land Use Plan Map are not intended to limit or modify the right to complete development~~
98 ~~pursuant to the existing Development of Regional Impact Development Order, so long as~~
99 ~~the Development Order remains valid and effective and development proceeds forward in~~
100 ~~compliance with the Development Order.~~
101
102 ~~3.2.~~ Crandon Boulevard is classified in the ~~Traffic Circulation~~ Transportation Element of the
103 Master Plan as a four-lane divided County Minor Arterial.
104
105 ~~4.3.~~ Harbor Drive between Crandon Boulevard and West Mashta Drive is classified in the
106 Transportation Element of the Master Plan as a two-lane Village Collector.
107
108 ~~5.4.~~ West Mashta Drive between Harbor Drive and Crandon Boulevard is classified in the
109 ~~Traffic Circulation~~ Transportation Element of the Master Plan as a two-lane Village
110 Collector.
111
112 ~~6.5.~~ Notwithstanding the medium density residential land use category, the site at the southeast
113 corner of Crandon and Seaview may be zoned to permit one story office use if the Village
114 Council finds, based on substantial and competent facts, that such zoning will result in
115 sufficient investment in the existing building or a new building to eliminate the blighting
116 influence caused by the deteriorated condition of the existing building as of the enactment
117 of this future land use map.
118
119 ~~7.6.~~ The recreation and open space element and the capital improvements element express the
120 intent that pedestrian access rights be acquired, through purchase or donation, over at least
121 the designated view corridor.

Objective 1.2 Commercial Redevelopment

9J-5.006 (3) (b) 2
9J-5.006 (3) (b) 3

~~No later than 2004, achieve private revitalization of at least one Crandon Boulevard property that has a blighting impact on the Village. Develop a program and policies to protect and enhance the commercial areas of the Village.~~

Policy 1.2.1

~~By the date required by state statute or sooner, the~~The Village shall review, revise, and maintain enact and enforce land development code standards and incentives to achieve **new development, renovated development** and/or **redevelopment** that meets high **signage, landscaping, circulation/parking** and other development standards in keeping with the goals, objectives and policies of this plan. Redevelopment shall be consistent with the Future Land Use Map, Policy 1.1.1 and all other relevant goals, objectives and policies of this plan.

GOAL 2 PROTECT AND ENHANCE THE RESIDENTIAL, COMMERCIAL, RESORT AND NATURAL RESOURCE AREAS OF KEY BISCAYNE.

Objective 2.1 Sanitary Sewer Facilities

9J-5.006 (3) (b) 1

~~Extend public~~ Coordinate with the County and appropriate agencies to maintain sanitary sewer service to additional developed areas no later than 2008 and ensure effective septic and drain field functioning. See Policies 2.1.1 and 2.1.2 for additional measurability.

Policy 2.1.1

The Village shall cooperate with the County ~~in an attempt to complete a financial and engineering plan~~ to extend sanitary sewers to as much of the remaining unsewered areas as is ~~financially feasible and otherwise desirable~~. The intent is to complete that plan as soon as technically ~~and financially feasible, but no later than 1998 and to begin implementation as soon as technically and financially feasible and complete implementation no later than 2008.~~

Policy 2.1.2

~~The Village shall ensure effective functioning of septic tanks and drain fields by enacting and enforcing requirements that septic tank drain fields be installed with highly permeable material back fill and with marl broken through to ensure maximum downward percolation.~~

Objective 2.2 Storm Sewer Infrastructure

~~Upgrade~~ Continue to upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet National Pollution Discharge Elimination System (NPDES) standards no later than December 31, 1998 and the standards of Chapter 17-25, FAC and of Chapter 17-302.500, FAC. Upgrade on site drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development than before development.

Policy 2.2.1

~~9J-5.006 (3) (e) 4~~

The Village shall enforce flood damage prevention regulations which ensure that new development will occur at topographic elevations sufficient to minimize flood impact. The Village shall continue to enforce coastal construction regulations.

Policy 2.2.2

~~9J-5.006 (3) (e) 4~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions that require one inch of on-site drainage detention, post development runoff equal to or less than pre- development runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales, and drainage level of service standards. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 1.1 of the Infrastructure Element.

Policy 2.2.3

~~9J-5.006 (3) (e) 3~~

~~By the date required by state statute or sooner, the~~ The Village shall ~~enact and enforce~~ review and revise as part of the land development code a concurrency management system, ~~which meets the requirements of 9J-5.0055.~~ The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the ~~Traffic Circulation~~ Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

Objective 2.3 Natural Resources

~~9J-5.006 (3) (b) 4~~

~~Upgrade~~ Continue to upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet or exceed National Pollution Discharge Elimination System (NPDES) standards ~~no later than December 31, 1998 and the standards of Chapter 17-25, FAC and of Chapter 17-302.500, FAC.~~

209 *Upgrade onsite drainage standards to ensure that private properties retain at least*
210 *the first one inch of stormwater on site and permit no more runoff after development*
211 *that before development.*

212 **Policy 2.3.1**

9J-5.006 (3) (e) 4

213
214 Based upon the capital cost implications of the Village of Key Biscayne Drainage
215 Master Plan, the Village shall activate the stormwater utility assessment, ~~as a basis~~
216 ~~for bonding for the first phase of implementation no later than December 31, 1998.~~
217 The Village shall update its Drainage Master Plan as necessary to ensure the
218 continued efficacy of its provisions to upgrade the storm sewer system in
219 accordance with the specific standards of Objective 1.1 of the Infrastructure
220 Element.

221 **Policy 2.3.2**

222
223 ~~By the date required by state statute or sooner, the~~ The Village shall ~~enact review,~~
224 ~~revise,~~ and enforce land development code provisions that require one inch of on-
225 site drainage detention, post development runoff equal to or less than pre
226 development runoff, erosion control, a minimum percentage of pervious open
227 space, maintenance of swales, drainage level-of-service standards, ocean beach
228 dune protection and vegetation, and other environmentally sensitive land protection
229 measures. These requirements shall be designed to help ensure full compliance with
230 the specific standards set forth in Objective 2.3 above. Such provisions shall be
231 consistent with this plan and with the applicable Florida statutory and
232 administrative code requirements. They shall also be consistent with applicable
233 standards promulgated by the South Florida Water Management District, the South
234 Florida Regional Planning Council, the Miami-Dade County Department of
235 Environmental Resource Management, the Florida Department of Environmental
236 Protection, and/or other agencies with relevant jurisdiction and/or information.
237

238 **Objective 2.4 Hurricane Evacuation**

9J-5.006 (3) (b) 5

239
240 *Eliminate or reduce land uses which are inconsistent with applicable ~~interagency~~*
241 *~~hazard mitigation report~~ Florida Natural Hazards Interagency Work Group*
242 *Annual Report recommendations and enhance the efforts of the ~~Metro~~ Miami-Dade*
243 *Office of Emergency Management by providing it with all relevant information.*

244 **Policy 2.4.1**

245
246 The Village shall regulate all future development within its jurisdiction in
247 accordance with the Future Land Use Map which is consistent with the ~~Interagency~~
248 ~~Hazard Mitigation Team Report, FEMA 955 DR-FL, August 1992~~ Florida Natural
249 Hazards Interagency Work Group Annual Report. The Village shall periodically
250 review and revise the Future Land Use Map in light of future interagency hazard
251 ~~mitigation~~ reports in order to reduce or eliminate uses which are inconsistent
252 therewith.

253	Policy 2.4.2	
254		
255	The Village Manager or designee shall annually assess the Village's existing and	
256	permitted population densities to determine if changes are significant enough to	
257	transmit such data to the Metro -Miami-Dade Office of Emergency Management to	
258	assist in their hurricane evacuation planning.	
259		
260	Objective 2.5 Drainage and Sewer System Land Needs	9J-5.006 (3) (b) 8
261		
262	<i>Ensure the availability of suitable land for drainage and sanitary sewer system</i>	
263	<i>facilities needed to support planned infrastructure improvements. See Policies for</i>	
264	<i>measurability.</i>	
265	Policy 2.5.1	
266		
267	By the date required by state statute or sooner, the The Village <u>shall review and</u>	
268	<u>revise</u> land development code provisions for sewer lift stations, stormwater lift	
269	stations and collection/infiltration mechanisms and other utility land requirements.	
270	Policy 2.5.2	
271		
272	The Village shall not vacate any road rights-of-way without first obtaining an	
273	engineering opinion determining that the vacated right-of-way is not necessary to	
274	accommodate future storm and/or sanitary sewer facilities, all of which are	
275	expected to be needed in the future can be accommodated in such rights-of-way.	
276		
277	Objective 2.6 Historic Preservation	
278		
279	No later than 1999, 2025 <u>prepare list of potentially significant historic structures</u>	
280	<u>and a strategy for their preservation including all properties eligible for</u>	
281	<u>designation on the National Register of Historic Places.</u>	
282	Policy 2.6.1	9J-5.006 (3) (e) 8
283		
284	Based upon historical accounts of early development in the Village, the Council	
285	shall, no later than 2025, designate <u>identify those properties that are at least 50</u>	
286	<u>years old structures</u> that due to age, architecture and function are candidates for	
287	historic designation and protection. <u>Based upon the inventory of properties, the</u>	
288	<u>Village will also consider which buildings, if any, may be eligible for designation</u>	
289	<u>on the National Register of Historic Places.</u> A strategy for the preservation of some	
290	or all of these structures shall be drafted.	
291		
292	Objective 2.7 Biscayne Bay Preservation	9J-5.006 (3) (b) 6
293		
294	<i>Assist Metro-Miami-Dade County's efforts to preserve and enhance the State-</i>	
295	<i>designated Biscayne Bay Aquatic Preserve.</i>	

296 **Policy 2.7.1**

297
298 Through a combination of (a) implementation of a master drainage plan, (b)
299 replacement of septic tanks with sanitary sewers, (c) land development code
300 provisions for on-site stormwater detention and marina pump-out facilities, and
301 (d) coordination with the Biscayne Bay Shoreline Development Review
302 Committee, the Village will attempt to maintain and improve the water quality of
303 Biscayne Bay.
304

305 ~~Note: The following 9J5.006 FAC requirements and related policies are not applicable to Key~~
306 ~~Biscayne:~~

307 ● ~~9J5.006(3)(b)7 urban sprawl~~

308 ● ~~9J5.006(3)(c)6 wellfields~~

309 ● ~~All archaeological and standing structure sites identified in the Florida site file as being~~
310 ~~located on Key Biscayne are NOT in the Village of Key Biscayne, but rather in the~~
311 ~~unincorporated portions of Dade County located on the Island of Key Biscayne. The~~
312 ~~structures are: 1) the North Base Marker at the Key Biscayne Golf Course and 2) the~~
313 ~~Cape Florida Lighthouse in Bill Baggs Park at the tip of the Island of Key Biscayne.~~
314 ~~The sites are: 1) the Bear Cut Preserve, 2) Cape Florida, 3) Fort Bankhead and 4) the~~
315 ~~Light keeper's house foundation. The Florida Department of State, Division of~~
316 ~~Historical Resources has indicated that there is an archaeological site on Ridgewood~~
317 ~~Road in incorporated Key Biscayne. The DHR map on which this site is identified is~~
318 ~~stamped "Confidential: DO NOT DISTRIBUTE OR PUBLISH." Such a map is not~~
319 ~~suitable grounds for public policy decisions.~~

320 ***
321
322

323 **Objective 2.8 Water Supply**

324
325 Assist the Miami-Dade County Water and Sewer Department in ensuring there is
326 sufficient water supply for existing and new development in the Village.
327

328 **Policy 2.8.1**

329
330 The Village, through the land development regulations, will coordinate land uses
331 and future land use amendments with the availability of water supplies and water
332 supply facilities.
333

334 **GOAL 3 IMPLEMENT GREENHOUSE GAS REDUCTION**

335
336 **Objective 3.1 Reduce energy use and greenhouse gas production**

337
338 The Village shall consider changes to the future land use plan based upon energy
339 efficient land use patterns, while providing for existing and future energy electric

power generation and transmission systems.

Policy 3.1.1

The Village shall ensure that its Master Plan and development regulation do not prevent the construction of electric substations within the Village.

Policy 3.1.2

The Village's land development regulations shall allow for use of alternate, renewable sources of energy including the use of solar panels.

Policy 3.1.3

The Village shall provide for redevelopment activities in the land development regulations and zoning code and enhance the infrastructure of aging neighborhoods as needed.

Policy 3.1.4

The Village shall permit a variety of housing opportunities in varying price ranges.

Policy 3.1.5

The Village shall continue to allow home based businesses to the extent that impacts are compatible with the residential community.

Policy 3.1.6

The Village shall support mixed use development to encourage reduced vehicle usage.

Policy 3.1.7

The Village shall maintain its network of bicycle lanes and pedestrian facilities with specific consideration of connectivity to schools and public facilities.

Policy 3.1.8

The Village shall ensure that new development and redevelopment provides for pedestrian, bicycle, and automobile connectivity to adjacent rights-of-ways, adjacent development and the public transportation system.

Objective 3.2 Implement greenhouse gas reduction strategies

The Village shall provide for policies within the land development regulations and

386 Master Plan which are designed to reduce energy use and the creation of
387 greenhouse gases.

388
389 **Policy 3.2.1**

390
391 The Village shall, to the extent financially feasible, educate residents on home
392 energy reduction strategies.

393
394 **Policy 3.2.3**

395
396 The Village shall continue to reduce the heat island effect by maintaining its green
397 infrastructure through maintenance of its tree canopy, parks, open spaces,
398 wetland mitigation areas, landscaped medians, and scenic vistas.

399
400 **Policy 3.2.4**

401
402 The Village shall continue to require open space and pervious surface areas in
403 development and redevelopment.

404
405 **Policy 3.2.5**

406
407 By December 2025, the Village shall consider amending the land development
408 regulations to adopt specific standards and strategies that address greenhouse gas
409 emissions, energy efficient housing, and overall energy conservation as per
410 Objective 3.1 and 3.2.
411

412 **II. TRAFFIC CIRCULATION TRANSPORTATION ELEMENT**

413
414 **GOAL 1 TO PROVIDE A TRANSPORTATION SYSTEM THAT MEETS THE**
415 **CIRCULATION NEEDS OF KEY BISCAYNE IN A SAFE AND EFFICIENT**
416 **MANNER BUT DOES NOT ADVERSELY IMPACT THE QUALITY OF**
417 **LIFE OF THE RESIDENTS.**
418

419 **Objective 1.1 Motorized Transportation System** 9J-5.007(3)(b)1
420
421 *Maintain the designated level of service but with enhanced pedestrian safety and*
422 *amenities.*

423 **Policy 1.1.1** 9J-5.007(3)(e)1
424

425 The Village shall regulate the timing of development to maintain at least the
426 following peak hour Level of Service standards:

- 427 ● Arterials - "~~E~~. LOS D." Crandon Boulevard is the only arterial in the
428 Village.
- 429 ● Collectors - "LOS B." Harbor Drive and West Mashta Drive are collectors.
- 430 ● Local Service Streets - "LOS A." All other streets are local service streets.

431 Crandon Boulevard is projected to be at Level of Service ~~E-D~~ or better south of
432 Harbor Drive (Table II-4, Traffic Circulation Element Data and Analysis), although
433 the Level of Service could potentially fall slightly below ~~E-D~~ north of Harbor Drive
434 near the north Village limits. The amount by which traffic on Crandon north of
435 Harbor is projected to exceed Level of Service ~~E-D~~ is six tenths of one percent
436 (0.006). Barton-Aschman Associates, Inc., traffic engineering consultants for this
437 plan, believe that this amount of traffic (18 trips more than the 3.110 trip capacity),
438 is not significant because it is far less than the margin of projection error. The
439 Village prefers to utilize the ~~E-D~~ Level of Service standard based on the expectation
440 that future volumes could be lower than projected volumes. If future volumes are
441 equal to projected volumes, then the Village would have to lower the Level-of-
442 Service standard on Crandon Boulevard north of Harbor Drive to 100.6 percent of
443 ~~E-D~~ capacity.

444 **Policy 1.1.2** 9J-5.007(3)(e)3
445

446 ~~By the date required by state statute or sooner, the~~The Village shall enact and
447 ~~enforce review and revise~~ land development code standards and a review process
448 to control roadway access points, on-site traffic flow and on-site parking. The land
449 development code ~~will require~~s the use of joint access drives for adjacent uses. It
450 ~~will also set~~s minimum design standards for:

- 451 ● the spacing and design of driveway curb cuts;

- the size of ingress and egress lanes for major land uses;
- the spacing and design of median openings; and
- the provision of service roads.

State highway access management standards will be considered in developing roadway access point controls, although they are not mandatory since there are no state highways in the Village. The access management controls will be tailored to achieve the ends set forth in Objective 1.4. On-site traffic flow and on-site parking standards will be designed to encourage high levels of pedestrian and bicycle use, including requiring bike racks under certain conditions.

Policy 1.1.3

~~9J-5.007 (3) (b) and (e)~~

By 2025 or sooner, Street improvements shall be designed and implemented for the collectors (Harbor Drive and Mashta) identified in Policy 1.1.1 and elsewhere in this plan. The intersection at Crandon and Harbor shall be channelized. Speed control methods that will require traffic to stop on a regular basis (such as four-way stop signs) should be avoided, since these will work against what the Collector street is mean to do. Instead strategies such as medians, pavement reduction, or the provision of shrubbery and trees close to the roadway will serve as deterrents to speeding on Collector roads.

Objective 1.2 Land Use Plan Implications

~~9J-5.007 (3) (b) 2~~

Limit commercial development and redevelopment to arterial road frontage (plus the Harbor Drive Collector frontage between Crandon Boulevard and Fernwood Road).

Policy 1.2.1

Other than ocean resort hotels, the Future Land Use and zoning maps shall be used to limit new commercial and office development or redevelopment to arterial frontage (Crandon Boulevard) and the related Harbor Drive (Collector) frontage east of Fernwood Road.

Policy 1.2.2

The Village shall maintain pedestrian, bikeway, and golf cart access points at the rear property lines of commercial properties which are bounded on the rear property line by Fernwood Road.

Policy 1.2.3

The Village shall coordinate its Future Land Use Map with its Future Transportation Map.

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Objective 1.3 Regional Plans 9J-5.007 (3) (b) 3

Work with the County to limit traffic volume increases on the Rickenbacker Causeway.

Policy 1.3.1

The Village shall work closely with the ~~Metro~~-Miami-Dade County Planning Department and the ~~Metropolitan~~-Transportation Planning Organization (TPO) to limit the intensity of development along the Causeway and Crandon Boulevard in order to maintain an adequate traffic level of service.

Policy 1.3.2

In order to provide for control of traffic flow associated with Bill Baggs Park, the Village shall encourage the appropriate governmental entities to place and operate electric message signs at the intersection of Interstate 95 and U.S. 1 as well as the Rickenbacker Causeway toll plaza to inform motorist if Bill Baggs Park is at capacity accepting additional visitors.

Objective 1.4 Right-of-Way Protection 9J-5.007 (3) (b) 4

Protect existing and future rights-of-way from the encroachment of buildings and other impediments through enactment and enforcement of a land development code which implements the Future Land Use Map and the Future Traffic Circulation Plan, and achieve a 10 percent net reduction in the lineal footage of Crandon Boulevard (plus one block of Harbor Drive) curb cuts ~~no later than 2004~~ and otherwise protect the integrity of existing and proposed rights of way.

Policy 1.4.1 9J-5.007 (3) (e) 4

The Village shall use the land development code to protect existing rights-of-way through setback requirements which prohibit right-of-way encroachments of any kind.

Policy 1.4.2

Use Land Development Code standards and Land Development Code review process to reduce number and width of existing curb cuts on Crandon and Harbor by 10%.

Policy 1.4.2 9J-5.007 (3) (e) 2

As site plans are submitted, the Village shall use the standards in the land development code and the land development code development review process to reduce the number and width of existing non-residential curb cuts onto Crandon Boulevard and Harbor Drive by the amount stated in Objective 1.4; this policy is not to be implemented in a way which would preclude adequate accessways for the development of vacant land.

Objective 1.5 Bikeways and Pedestrian Ways

~~Achieve the first phase of a Harbor Drive~~ Maintain the pedestrian and bikeway system no later than 2004 based upon a streetscape and multi-modal circulation plan for Crandon Boulevard, Harbor Drive, Fernwood Road, West Wood Drive and West Mashta Drive.

Policy 1.5.1

9J-5.007 (3) (e) 5

~~No later than 1999, the~~ The Village shall complete a detailed maintain the bicycle, pedestrian way and streetscape plan for the following streets:

- Harbor Drive
- Fernwood Road
- West Mashta Drive, and
- Crandon Boulevard

Related to these plans for streetscape improvements will be traffic engineering techniques to slow traffic speeds; ~~West Wood Drive the Village shall also be included in this implement~~ speed control planning and implementation traffic calming mechanisms.

Policy 1.5.2

9J-5.007 (3) (e) 5

~~No later than 2004, achieve the first phase implementation of this plan on Harbor Drive.~~

Objective 1.6 Reduction of Greenhouse Gases

The Village shall explore transportation strategies to implement reductions in greenhouse gas emissions created by the transportation sector.

Policy 1.6.1

The Village shall explore and develop programs to encourage non-motorized and golf cart transportation by continued improvements and enhancements to its pedestrian, bikeway, and golf cart systems.

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Policy 1.6.2

To the extent financially feasible, the Village shall educate residents on the cost and environmental effects of automobile idling.

Policy 1.6.3

The Village shall continue to maintain a policy of permitting golf carts on designated local roadways to provide an energy efficient alternative means of transportation for Village residents.

III. HOUSING ELEMENT

GOAL 1 TO ASSURE THE AVAILABILITY OF A SOUND AND DIVERSIFIED HOUSING STOCK IN KEY BISCAIYNE.

Objective 1.1 New Construction

~~9J-5.010 (3) (b) 1~~

~~Cooperate with the private sector in the construction of at least 250 additional residential units on the vacant residentially designated Crandon Boulevard frontage by 2004; said units shall be that are well designed but and that provide diversified housing types.~~

Policy 1.1.1

~~The Village Future Land Use Plan and zoning map designations shall continue to provide for a diversity of housing types on the remaining vacant land to meet the needs of the existing and anticipated population.~~

Policy 1.1.21.

~~9J-5.010 (3) (e) 2~~

The Village shall periodically review its permitting process and the regulatory process established by the land development code thereby assuring a prompt and professional development permitting process.

Objective 1.2 Group Homes

~~9J-5.010 (3) (b) 4~~

~~Accommodate as many small group homes and foster care facilities as the market will support in residential areas and areas with residential character.~~

Policy 1.2.1

~~9J-5.010 (3) (e) 6~~

~~By the date required by state statute or sooner, the~~ The Village shall enact and continue to enforce land development code regulations which permit ~~HRS-State-~~ licensed group homes, including foster care facilities. Such regulations shall permit small scale group homes and foster care facilities in residential areas and areas with residential character and shall otherwise be designed to meet State law. Prior to enactment of such regulations, the Village shall interpret and enforce applicable existing regulations in a manner which is fully consistent with State law and administrative code requirements pertaining to group homes. The Village shall encourage ~~HRS-State-~~to consider the hurricane evacuation constraints in their licensing of facilities on the Key.

Objective 1.3 Conservation, Rehabilitation, Demolition, Substandard Housing Structural and Aesthetic Improvement of Housing

~~9J-5.010 (3) (b) 5~~

Maintain a structurally sound housing stock by rehabilitating or demolishing

housing units that may deteriorate to a substandard condition in the future. Achievement of this objective shall be measured by the existence of no substandard housing units.

Policy 1.3.1

~~9J-5.010 (3) (e) 3 and 4~~

The Village Manager or designee shall enforce the County minimum housing standards code or an appropriate modification enacted by the Village Council.

Policy 1.3.2

~~9J-5.010 (3) (e) 3~~

Through land development code setback/bulk standards and through implementation of the ~~1993 Village's~~ drainage master plan (including on-site retention standards) the Village shall assure the continuation of stable residential neighborhoods.

Objective 1.4 Housing Coordination and Implementation

~~9J-5.010 (3) (b) 7~~

The Local Planning Agency (LPA) shall ~~serve as the body to coordinate and achieve housing policy implementation~~ define and seek opportunities to promote affordable housing of a type and within a price range consistent with the local Key Biscayne market and general market conditions.

Policy 1.4.1

~~9J-5.010 (3) (e) 1~~

The Village shall maintain formal communications with appropriate private and non-profit housing agencies to assure that adequate information on Village housing policies flows to housing providers. This list shall include Homes for South Florida, the Board of Realtors and the Home Builders Association.

Policy 1.4.2

~~9J-5.010 (3) (e) 7~~

The Village shall fully cooperate with any developer using County ~~Surtax funds, the County Housing Finance Agency~~ or other subsidy mechanisms.

Policy 1.4.3

The Village shall explore federal, state, and local housing subsidy programs as a means to provide housing opportunities for very low, low, and moderate-income persons and families.

Policy 1.4.4

The Village shall monitor current and future housing needs and explore innovative solutions to increase the affordability and diversity of housing stock while maintaining compliance with Coastal High Hazard Area and Floodplain regulations.

Policy 1.4.5

The Village shall explore potential land development regulations to provide for the improvement of energy efficiency in new housing and in the redevelopment of existing housing.

Objective 1.5 Historically Significant Housing

~~Identify and preserve at least one historically significant residential structure properties within the Village.~~

Policy 1.5.1

~~9J-5.010(3)(e)3~~

Based upon historical accounts of early development in the Village, by 2025 the Council ~~shall~~ should designate those structures that due to age, architecture and function are candidates for historic designation and protection. A strategy for the preservation of some or all of these structures shall be drafted. The Village should identify all properties that are at least 50 years old. Based upon the inventory of properties, the Village may consider the designation of a local historic district. In addition, the Village will also consider which buildings, if any, may be eligible for designation on the National Register of Historic Places.

Objective 1.6 Development of Affordable Housing in Nearby Communities

~~Provide List adequate sites for the distribution of very low income, low income and moderate-income families.~~

Policy 1.6.1

~~9J-5.010(3)(b)3~~

The Village manager or designee shall monitor the housing and related activities of the South Florida Regional Planning Council and nearby local jurisdictions. The Village manager or designee shall inform the Village Council of these activities and shall recommend, as appropriate, Village actions that could help encourage the provision of adequate sites for the distribution of very low income, low income and moderate-income families in nearby communities with land values that can reasonably accommodate such housing. The Village shall encourage jurisdictions and non-governmental agencies to facilitate the provision of affordable housing.

Policy 1.6.2

The Village shall coordinate with Miami-Dade County and the City of Miami to create a program for annual evaluation of affordable housing needs within incorporated and unincorporated areas.

Policy 1.6.3

The Village shall participate in the South Florida Regional Planning Council's initiatives directed toward educating local governments of new techniques, especially programs applicable to the region and county, for promoting affordable housing.

Policy 1.6.4

The Village shall evaluate the feasibility of establishing an affordable housing trust fund in partnership with Miami- Dade County or the City of Miami through interlocal agreements, to fund affordable housing programs and projects in Miami-Dade County and/or the City of Miami.

Policy 1.6.5

Through the Village's affordable housing initiatives, and through intergovernmental coordination with Miami-Dade County and/or the City of Miami through interlocal agreements, the Village shall establish standards to improve energy efficiency of housing provided through affordable housing programs.

Objective 1.7 Structural and Aesthetic Improvement of Existing Housing

Achieve and maintain 100 percent standard housing and achieve private reinvestment to structurally and aesthetically upgrade at least 50 existing housing units.

Policy 1.7.1

The Village shall vigorously enforce the existing code to ensure that no housing structures become substandard.

Policy 1.7.2

~~By the date required by State statute, or sooner, the~~ The Village shall enact or enforce land development code regulations which set appropriate building height, set back and other regulations which facilitate aesthetically pleasing upgrades to the existing housing stock.

~~Note: The following 9J-5.010 FAC objectives and related policies are not applicable to Key Biscayne as explained in the Data and Analysis:~~

- ~~● Objective 9J-5.010(3)(b)6 — relocation housing including Policy 9J-5.010 (3) (e) 8~~
- ~~● Objective 9J-5.010(3)(b)1 — references to rural/farm workers including Policy 9J-5.010 (3) (e) 5~~

763 **Objective 1.8 Coordination with Future Land Use Element**

764
765 *Evaluate the Future Land Use Element and Future Land Use Map and, as feasible,*
766 *update the Village's land use designations and zoning districts in order to promote*
767 *the development of affordable housing within the Village.*

768
769 **Policy 1.8.1**

770
771 *The Village shall coordinate its future land use planning to ensure that land*
772 *designations and zoning districts foster diverse housing types to serve the needs of*
773 *the Village's population by providing adequate areas for a variety of residential*
774 *housing types including single-family, duplex, and multi-family units.*
775

776 **Objective 1.9 Greenhouse Gas Reduction**

777
778 *Support energy use and greenhouse gas reduction in conjunction with the existing*
779 *and new housing stock.*

780
781 **Policy 1.9.1**

782
783 *The Village's land development regulations shall allow for the use of alternative,*
784 *renewable sources of energy including the use of solar panels. The Village shall not*
785 *prohibit the appropriate placement of photovoltaic panels. The Village shall develop*
786 *and adopt review criteria to establish the standards for the appropriate placement of*
787 *photovoltaic panels.*

788
789 **Policy 1.9.2**

790
791 *The Village, to the extent financially feasible, shall educate residents on home*
792 *energy reduction strategies.*

793
794 **Policy 1.9.3**

795
796 *The Village shall encourage the placement of landscape materials to reduce energy*
797 *consumption.*
798

799 **IV. INFRASTRUCTURE ELEMENT**

800
801 **GOAL 1 TO PROVIDE AND MAINTAIN THE PUBLIC INFRASTRUCTURE IN A**
802 **MANNER THAT WILL INSURE BAY WATER QUALITY, AND PUBLIC**
803 **HEALTH, SAFETY, AND QUALITY OF LIFE FOR KEY BISCAYNE**
804 **RESIDENTS.**

805 **Objective 1.1 Current Deficiencies and Future Needs; Drainage** 9J-5.011 (2) (b) 1
806

807 *The Village shall continue to Upgrade the drainage system so that stormwater*
808 *outfalls into Biscayne Bay (and adjacent canals) fully meet National Pollution*
809 *Discharge Elimination System (NPDES) standards ~~no later than December 31, 1998~~*
810 *and the standards of Chapter 17-25, FAC and of Chapter 17-302.500, FAC. The*
811 *Village shall continue to Upgrade onsite drainage standards to ensure that private*
812 *properties retain at least the first one inch of stormwater on site and permit no more*
813 *runoff after development than before development.*

814 **Policy 1.1.1** 9J-5.011 (2) (e) 1
815

816 ~~Based upon the capital cost implications of the Village of Key Biscayne Drainage~~
817 ~~Master Plan, the~~ The Village shall ~~activate~~ maintain the stormwater utility
818 ~~assessment as a basis for bonding for the first phase of drainage plan implementation~~
819 ~~no later than December 31, 1998.~~ The Village shall continue to update its Drainage
820 Master Plan as necessary to ensure the continued efficacy of its provisions to
821 upgrade the storm sewer system in accordance with the specific standards of
822 Objective 1.1 above.

823 **Policy 1.1.2** 9J-5.011 (2) (e) 1
824

825 During the first phase of drainage master plan implementation ~~(to be initiated in~~
826 ~~1994),~~ the Village shall begin to mitigate to the extent technically and economically
827 feasible direct stormwater outfalls into the canals and Biscayne Bay. Anticipated
828 improvements include a series of catch basins, manholes and pipes for the collection
829 of the stormwater and routing to pollution control structures and drainage wells with
830 emergency overflows. The pollution control devices ~~(grease and oil separator)~~ are
831 is to be provided before each drainage well to prevent contamination from entering.
832 Emergency overflow structures are to be constructed at the existing outfalls and
833 would discharge only when the storm events generates more than one inch of runoff.
834 These improvements shall be designed to fully meet the specific standards set forth
835 in Objective 1.1 above.

836 **Policy 1.1.3** 9J-5.011 (2) (e) 1
837

838 By the date required by state statute or sooner, the Village shall enact and enforce
839 land development code provisions that require one inch of on-site detention, post-
840 development runoff equal to or less than peak pre-development runoff, erosion
841 control, a minimum percentage of pervious open space, maintenance of swales and

the drainage level of service standard. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 1.1 above.

Objective 1.2 Current Deficiencies and Future Needs; Sewage

9J-5.011(2)(b)2

~~Coordinate with Miami-Dade County and appropriate agencies to maintain Extend public sanitary sewer service to additional developed areas no later than 2008 and ensure effective septic and drain field functioning. See Policies 1.2.1 and 1.2.2 for additional measurability.~~

Policy 1.2.1

9J-5.011(2)(e)1

The Village shall cooperate with the County in an attempt to complete a financial and engineering plan to extend sanitary sewers to as much of the remaining unsewered areas as is financially feasible and otherwise desirable. The intent is to complete that plan as soon as technically and financially feasible but no later than 1998 and to begin implementation as soon as technically and financially feasible and complete implementation no later than 2008.

Policy 1.2.2

9J-5.011(2)(e)1

The Village shall help ensure effective functioning of septic tanks and drain fields by cooperating with ~~HRS the State~~ and ~~DERM the County~~ in the exercise of the jurisdiction of those agencies over septic tank and drain field permitting and requirements.

Objective 1.3 Future Needs; Solid Waste

9J-5.011(2)(b)3

~~Continue to Achieve the most cost-effective solid waste collection system by 1999.~~

Policy 1.3.1

9J-5.011(2)(e)1

~~No later than 1996, the~~ The Village shall assess the cost effectiveness of replacing the County collection system with a system operated by one or more private contractors subject to Village-established operating specifications. Village control could be maintained through franchise agreements or other regulatory approaches.

Policy 1.3.2

9J-5.011(2)(e)1

~~No later than 1999, the~~ The Village will ~~will~~ shall monitor the cost efficiency of solid waste collection systems and initiate any resulting recommended changes in the solid waste collection system, including the recycling component.

Objective 1.4 Level of Service

Provide adequate capacities to meet the Level of Service (LOS) standards; see policies for measurable standards.

Policy 1.4.1

9J-5.011(2)(e)2a

Sewered Areas: The County-wide "maximum day flow"⁽¹⁾ of the preceding year shall not exceed 98 percent of the County treatment system's rated capacity. The sewage generation standard shall be 140 average gallons per capita per day.

Policy 1.4.2 9J-5.011 (2) (e) 2a

~~Unsewered Areas: The LOS shall be receipt of a Metro-Dade County Department of Environmental Resources Management septic tank permit.~~

Policy 1.4.32 9J-5.011 (2) (e) 2d

Potable Water: The County-wide "maximum day flow" of the preceding year shall not exceed 98 percent of the County treatment and storage system's rated capacity. The pressure shall be at least 20 pounds per square inch at the property line. The potable water consumption standard shall be 280 average gallons per capita per day.

Policy 1.4.4 9J-5.011 (2) (e) 2e

~~Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the provisions of Chapter 17-25, FAC in order to meet receiving water standards in Chapter 17-302.500, FAC. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre-development runoff.~~

Policy 1.4.53 9J-5.011 (2) (e) 2b

Solid Waste: The County solid waste disposal system shall maintain a minimum of five years capacity. For Village planning purposes, a generation rate of 5.2 pounds per person per calendar day shall be used.

Objective 1.5 Water Conservation 9J-5.011 (2) (b) 4

~~*Reduce-Continue to strive to reduce the average daily per capita water consumption by five percent no later than 2004 (dependent upon the near-term ability to measure Village-wide consumption).*~~

Policy 1.5.1 9J-5.011 (2) (e) 3

By the date required by state statute or sooner, the Village shall enact and enforce land development code and other regulations that include: 1) water conservation-based irrigation requirements; 2) water conservation-based plant species requirements derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of ultra-low volume water saving devices for substantial

rehabilitation and new construction; and 5) other water conservation measures, as feasible.

Policy 1.5.2

~~9J-5.011 (2) (e) 3~~

The Village shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water.

Policy 1.5.3

The Village will cooperate with ~~WASA~~ Miami-Dade County in an effort to devise a means of tracking water consumption in the Village from customer billings or other sources.

Policy 1.5.4

~~9J-5.011 (2) (e) 3~~

The Village shall cooperate with WASA efforts to ensure that the potable water distribution system shall reduce water loss to less than 16 percent of the water entering the system.

Note: 1. ~~The following 9J-5.011 FAC objectives and related policies are not applicable to Key Biscayne:~~

• ~~Objective 9J-5.011 (2) (b) 3~~ ~~urban sprawl~~

• ~~Objective 9J-5.011 (2) (b) 5~~ ~~groundwater recharge/natural drainage features; includes Policy 9J-5.011 (2) (e) 4~~

2. ~~There are no potable water system deficiencies or future need issues within the Village.~~

Policy 1.5.5

The Village shall update the Master Plan within 18 months of the South Florida Regional Water Management District updating its regional water supply plan, highlighting alternative water supply projects, and completing the required "Work Plan Amendment".

Policy 1.5.6

The Village shall seek and obtain a written statement from the Miami-Dade County Water and Sewer Department regarding the availability of water to serve all proposed development projects, including the current and projected demand, remaining permitted water withdrawals, facility capacity, and scheduled capital improvement projects.

969
970 **Policy 1.5.7**
971

972 The Village shall establish a single-point-of-contact at the South Florida Water
973 Management District and the Miami-Dade County Water and Sewer Department to
974 determine the extent to which the Village will be involved in the planning, financing,
975 construction, and operation of water supply facilities that will serve the community.
976

977 **Policy 1.5.8**
978

979 The Village shall verify with the Miami-Dade County Water and Sewer Department
980 the availability of water before making changes to the Future Land Use Map.
981

982 **Policy 1.5.9**
983

984 The Village shall protect water quality in traditional and new alternative water
985 supply sources.
986

987 **Policy 1.5.10**
988

989 The Village shall establish a concurrency monitoring system for water supply to
990 ensure that the level-of-service is satisfied at the building permit stage.
991

V. CONSERVATION AND COASTAL MANAGEMENT ELEMENT

GOAL 1 TO PRESERVE AND ENHANCE THE SIGNIFICANT NATURAL FEATURES IN KEY BISCAZYNE.

Objective 1.1 Air Quality

~~9J-5.013 (2) (b) 1~~

Improve air quality to achieve or maintain applicable standards as established by the U.S. Environmental Protection Agency.

Policy 1.1.1

The Village shall maintain compliance with its traffic level of service standard thereby avoiding congestion that would adversely impact air quality.

Policy 1.1.2

~~9J-5.013 (2) (b) 1~~

Emissions of fumes and vapors from all hazardous waste facilities shall be controlled, and these facilities shall comply with Lowest Achievable Emission Rates. Vapor control systems shall be required to reduce hydrocarbon emissions from vehicles being filled at gas stations.

Objective 1.2 Water Pollution

~~9J-5.012 (3) (b) 2 and 9J-5.013 (2) (b) 2~~

Continue to Upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet National Pollution Discharge Elimination System (NPDES) standards ~~no later than December 31, 1998~~ and the standards of Chapter 17-25, FAC and of Chapter 17-302,500, FAC. Upgrade onsite drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development that before development.

Policy 1.2.1

~~9J-5.012 (3) (e) 1 and 2, and 9J-5.013 (2) (e) 1 and 6~~

Based upon the capital cost implications of the Village of Key Biscayne Drainage Master Plan, the Village shall activate the stormwater utility assessment as a basis for bonding for the first phase of implementation no later than December 31, 1998. The Village shall updated its Drainage Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 of the Infrastructure Element.

Policy 1.2.2

~~9J-5.012 (3) (e) 1 and 2, and 9J-5.013 (2) (e) 1 and 6~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions that require one inch of on-site drainage

1035 detention, post development runoff equal to or less than predevelopment runoff,
1036 erosion control, a minimum percentage of pervious open space, maintenance of
1037 swales, drainage level-of-service standards, ocean beach dune protection and
1038 vegetation, and other environmentally sensitive land protection measures. These
1039 requirements shall be designed to help ensure full compliance with the specific
1040 standards set forth in Objective 1.2 above. Such provisions shall be consistent with
1041 this plan and with the applicable Florida statutory and administrative code
1042 requirements, standards promulgated by the South Florida Water Management
1043 District and the Department of Environmental Protection.
1044

1045 **Policy 1.2.3** ~~9J-5.013 (2)(c) 10~~

1046
1047 The Village shall refer any development permit applications for uses involving the
1048 storage of hazardous waste to ~~Metro-~~Miami-Dade County.
1049

1050 **Objective 1.3 Vegetative and Soil Resources** ~~9J-5.012 (3)(b) 1~~ ~~9J-5.013 (2)(b) 3~~

1051
1052 *Achieve 0 net loss of mangroves.*

1053 **Policy 1.3.1** ~~9J-5.012 (3)(c) 1~~
~~9J-5.013 (2)(c) 3, 5, 6, 7, 8 and 9~~

1054
1055
1056 ~~By the date required by state statute or sooner, the~~ The Village shall enact and
1057 continue to enforce estuarine waterfront protection provisions in the land
1058 development code. The provisions will be drafted to assure that all applicable
1059 development permit applications are reviewed in the context of the mangrove
1060 protection policies of the State DEP and the waterfront policies of DERM. In
1061 particular, DERM Class 1 Permits pursuant to Section 24-~~58~~ 48.1 of the Miami-
1062 Dade County Code shall be required for all construction seaward of the mean high-
1063 water line. Such construction shall be designed to minimize environmental impacts
1064 and mitigate unavoidable impacts. This provision shall be interpreted to protect
1065 sensitive lands from sea wall and other related construction, but it shall not be
1066 interpreted as permitting construction seaward of the State Coastal Construction
1067 Control Line in violation of other policies of this Comprehensive Plan.
1068

1069 **Policy 1.3.2** ~~9J-5.012 (3)(c) 1 and 2~~
~~9J-5.013 (2)(c) 5 and 6~~

1070
1071
1072 The Village shall contact DERM if any adverse impact is observed relative to the
1073 limited sea grass beds in adjacent Bay waters.
1074

1075 **Objective 1.4 Sea Turtle Preservation** ~~9J-5.012 (3)(b) 1~~
~~9J-5.013 (2)(b) 4~~

1076
1077 *Strive to achieve 0 human-induced loss of manatees and/or sea turtle eggs.*

1078 **Policy 1.4.1**

9J-5.012 (3) (c) 1
9J-5.013 (2) (c) 5 and 6

1081 The Village police shall maintain communications with County and State marine
1082 police in order to report any violations of the boat speed limits in the adjacent waters
1083 which are a manatee protection area. ~~The Dade County Florida Fish and Wildlife~~
1084 ~~Conservation Commission manatee telephone hotline Wildlife Alert Hotline~~ shall
1085 also be publicized by Village officials.

1087 **Policy 1.4.2**

9J-5.012 (3) (c) 1
9J-5.013 (2) (c) 5 and 6

1090 ~~By the date required by state statute or sooner, the~~ The Village shall enact and
1091 enforce land development provisions which regulate the location and
1092 screening of lights along the beach in a way which is practical to water dependent
1093 and water related uses to assist in protecting sea turtles by minimizing the amount
1094 of light on beach locations where sea turtles may nest.

1096 **Objective 1.5 Floodplains**

1097
1098 ~~For residential uses, achieve construction of all new building first floors at or above~~
1099 ~~FEMA specified flood elevations. For non-residential uses, achieve construction of~~
1100 ~~all new building first floors at or above FEMA specified flood elevations or in~~
1101 ~~accordance with FEMA approved waterproof specifications. The Village shall~~
1102 ~~amend its floodplain regulations to require all new and/or substantially improved~~
1103 ~~or repaired buildings to be constructed higher than the minimum standards as set~~
1104 ~~forth in the Florida Building Code and floodplain regulations in 44 C.F.R., Part 60.~~

1106 **Policy 1.5.1**

9J-5.012 (3) (c) 3 and 9J-5.013 (2) (c) 6

1108 The Village shall enforce the flood damage prevention regulations which ensure
1109 that all new residential construction is at or above the ~~flood elevation specified on~~
1110 ~~the FEMA Flood Insurance Rate Map minimum flood design requirements~~ and
1111 which ensure that all new non-residential construction is either at or above the ~~flood~~
1112 ~~elevation specified in the FEMA Flood Insurance Rate Map minimum flood design~~
1113 ~~requirements~~ or in accordance with FEMA-approved waterproof construction
1114 ~~specifications methods~~. The Village manager shall design and promulgate specific
1115 management techniques to ensure effective enforcement of FEMA regulations.

1117 **Policy 1.5.2**

1119 The Village shall amend its floodplain regulations to require all new and/or
1120 substantially improved or repaired buildings to be constructed to a minimum
1121 finished floor elevation of 2 feet above the Base Flood Elevation (BFE).

1123 **Policy 1.5.3**

The Village shall amend its floodplain regulations to require a cumulative calculation of improvement costs over a five-year period when determining whether improvements result in a substantial improvement to a nonconforming structure below the required design flood elevation.

Policy 1.5.4

The Village shall evaluate and adopt regulations to require or incentivize site low impact development techniques and best management practices to reduce losses due to flooding and resulting insurance claims.

Policy 1.5.5

The Village shall continue to provide public education on flood protection, best management practices and the National Flood Insurance Program via its website, pamphlets workshops, and other outreach methods.

Objective 1.6 Emergency Water Conservation

Achieve a reduction of at least 10 percent in per capita water consumption in the event of a water supply emergency (dependent upon the near-term ability to measure Village-wide consumption).

Policy 1.6.1

9J-5.013 (2) (c) 4

The Village shall enact and enforce an emergency water conservation ordinance based on both the South Florida Water Management District model ordinance and any specific SFWMD requirements of the emergency in question.

Objective 1.7 Water Supply

Assist the Miami Dade County Water and Sewer Department in ensuring there is sufficient water supply for existing and new development in the Village.

Policy 1.7.1

The Village shall coordinate land uses and future land use changes with the availability of water supplies and water supply facilities.

Policy 1.7.2

The Village shall adopt 155 gallons of water per person per day as its level-of-service standard for residential and nonresidential users.

Policy 1.7.3

The Village shall continue to implement the same or more stringent water conservation measures through its land development regulations.

Policy 1.7.4

The Village shall conserve potable water resources, including the support of reuse programs and potable water conservation strategies and techniques.

Policy 1.7.5

The Village shall implement the 10-Year Water Facilities Work Plan to ensure that adequate water supplies and public facilities are available to serve the water supply demands of the Village's population.

Policy 1.7.6

Since the potable water network is an interconnected, countywide system, the Villages' Planning Department shall cooperate with the Miami-Dade County Water and Sewer Department to jointly develop methodologies and procedures for biannually updating estimates of system demand and capacity and ensure that sufficient capacity to serve development exists.

Policy 1.7.7

In the future there are issues associated with water supply, conservation or reuse. The Village shall immediately contact the Miami-Dade County Water and Sewer Department to address the corresponding issues. In addition, the Village will follow adopted communication protocols with the Miami-Dade County Water and Sewer Department to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation, or reuse.

Policy 1.7.8

The Village shall enforce Miami-Dade County's Water Use Efficiency Standards Ordinance, adopted on February 5, 2008.

Policy 1.7.9

The Village may consider requiring the use of high efficiency toilets, showerheads, faucets, clothes washers, and dishwashers in all new and redeveloped residential projects.

Policy 1.7.10

The Village shall encourage the use of sub-metering for all multi-unit residential developments, including separate meters and monthly records kept of all major

1218 water-using functions such as cooling towers and individual buildings, in all new
1219 and redeveloped multifamily residential projects.

1220
1221 **Policy 1.7.11**

1222
1223 The Village may encourage the use of Florida Friendly Landscape guidelines and
1224 principles; gutter downspouts, roof runoff, and rain harvesting through the use of
1225 rain barrels and directing runoff to landscaped areas; drip irrigation or micro-
1226 sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch,
1227 pervious concrete, etc.) on walkways, driveways, and patios.

1228
1229 **GOAL 2 TO CONSERVE AND MANAGE THE ENVIRONMENTAL RESOURCES**
1230 **AND MAN-MADE USES IN THE COASTAL AREA OF KEY BISCAYNE**

1231
1232 **Objective 2.1 Water-Dependent and Water-Oriented Uses** **9J-5.012 (3) (b) 3**
1233

1234 *Preserve the existing and planned sites for water-dependent uses and water-*
1235 *oriented ocean resort hotel uses; assure that any related marina expansion or*
1236 *development meets appropriate location standards.*

1237
1238 **Policy 2.1.1** **9J-5.012 (3) (e) 8**
1239

1240 By the date required by state statute or sooner, the Village shall enact and enforce as
1241 part of the land development code: 1) a zoning district based on the Multifamily
1242 Residential and Ocean Resort Hotel Future Land Use Plan category, and 2) a zoning
1243 district based on the Waterfront Recreation and Open Space land use category.
1244 Planned development or other flexible zoning regulations which effectuate vested
1245 property rights and/or fulfill the spirit of Multifamily Residential and Ocean Resort
1246 Hotel and/or the Waterfront Recreation and Open Space land use categories may
1247 serve in lieu of specific zoning districts. The regulations of this district shall be
1248 consistent with the density limits established by the Future Land Use Map of this
1249 plan.

1250
1251 **Policy 2.1.2** **9J-5.012 (3) (e) 8**
1252

1253 Any new marina, marina expansion or similar water-dependent use shall meet the
1254 following criteria:

1255 ***

1256
1257 **Objective 2.2 Beaches and Dunes** **9J-5.012 (3) (b) 4**
1258

1259 *Achieve no new major development or redevelopment seaward of the Coastal*
1260 *Construction Control Line and restore a naturally vegetated dune along the entire*
1261 *Atlantic Ocean frontage of the Village.*

1262 **Policy 2.2.1** **9J-5.012 (3) (e) 1 and 3, and 9J-5.013 (2) (e) 6**
1263

By the date required by state statute or sooner, the Village shall enact and enforce as part of the land development code minimum oceanfront setback requirements including protection of the proposed dune system. The requirements shall specify that no building may be built seaward of the coastal construction control line and that only limited boardwalks, gazebos and similar structures may be built seaward of the coastal construction control line. The requirements shall apply to both development and redevelopment.

Policy 2.2.2

~~9J-5.012(3)(e)2~~

By the date required by state statute or sooner, the Village shall enact and enforce as part of the land development code dune development and vegetation planting requirements in conjunction with any new beachfront development and redevelopment. Dune grading and planting requirements shall be drafted to ensure the highest level of restoration of natural conditions which is economically and technically feasible. The requirements shall apply to both development and redevelopment.

Policy 2.2.3

~~9J-5.012(3)(e)2~~

By 1996, the Village shall evaluate the need for and efficacy of alternate financing mechanisms to pay for beach renourishment and dune development as a supplement to achieving beach renourishment and dune development via regulations of development and redevelopment.

Objective 2.3 Beach Public Access

~~9J-5.012(3)(b)9~~

Achieve one municipal ocean beach access point open to the general public within the Village no later than 2004.

Policy 2.3.1

~~9J-5.012(3)(e)9~~

The Village shall enforce an existing agreement with a private property owner calling for provision of beach access as a condition for development approval. The accessory so provided shall be open to the general public.

Objective 2.4 Historic Preservation

~~9J-5.012(3)(b)10~~

No later than ~~1999~~2015, prepare a list of potentially significant historic structures and a strategy for their preservation.

Policy 2.4.1

~~9J-5.012(3)(e)10~~

Based upon historical accounts of early development in the Village, by 2015 the Council-Village shall designate-identify those structures that due to age, architecture and function are candidates-eligible for historic designation and protection on the National Register of Historic Places. A strategy for the preservation of some or all

1311 of these structures shall be drafted.
1312

1313 **Objective 2.5 Biscayne Bay Preservation**
1314

1315 *Assist the efforts of ~~Metro-Miami~~-Dade County, the Florida Department of*
1316 *Environmental Protection and the National Park Service to preserve and enhance*
1317 *the State-designated Biscayne Bay Aquatic Preserve. See Policy 2.5.1 for*
1318 *measurability.*
1319

1320 **Policy 2.5.1**
1321

~~9J-5.012 (3) (e) 13 and 14~~

1322 The Village shall contribute to the improvement of Biscayne Bay water quality
1323 through a combination of: 1) implementation of a master drainage plan, 2)
1324 replacement of septic tanks with sanitary sewers tied into the County system and/or
1325 upgrading of septic tank and drainfield standards, 3) mandating on-site stormwater
1326 detention and 4) marina siting standards.
1327

1328 Standards for on-site storm water retention, storm sewers, sanitary sewers, septic
1329 tanks and drain fields are set forth in the Infrastructure Element (Objective 1.1 and
1330 related policies; Objective 1.2 and related policies; and Policy 1.4.4) and are
1331 incorporated in this policy by reference. Marina standards are set forth in Policy
1332 2.1.2 of this Element and are incorporated in this policy by reference.

1333 **Policy 2.5.2**
1334

~~9J-5.012 (3) (e) 14 and 15~~

1335 The Village shall contribute to the improvement of Biscayne Bay water quality by
1336 continuing to: 1) have a Village representative periodically consult with the
1337 Biscayne Bay Shoreline Development Review Committee and 2) have relevant bay
1338 front projects reviewed by the Committee. The Village shall cooperate with the
1339 regulatory functions of the Florida Department of Environmental Protection and the
1340 National Park Service.
1341

1342 **GOAL 3 TO MINIMIZE HUMAN AND PROPERTY LOSS DUE TO HURRICANES**
1343

1344 **Objective 3.1 Coastal High-Hazard Area Land Use**
1345 **and Infrastructure**
1346

~~9J-5.012 (3) (b) 5 and 6~~

1347 *Limit Village funds on infrastructure within the Village (all of which is within the*
1348 *coastal high-hazard area) that would have the effect of directly subsidizing*
1349 *development which is significantly more intensive than authorized by this Plan.*
1350

1351 **Policy 3.1.1**
1352

~~9J-5.012 (3) (e) 7~~

1353 The Village shall limit its funding of public infrastructure expansion if such funding
1354 and such expansion would have the effect of directly subsidizing a specific private
1355 development in the Village.
1356

Policy 3.1.2

~~9J-5.012 (3) (c) 12~~

Objective 3.1 and Policy 3.1.1 above shall not be implemented in such a way as to preclude the Village's plans to extend sewer lines, improve drainage facilities or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern or development for which rights were vested prior to enactment of this Plan.

Objective 3.2 Hurricane Evacuation

~~9J-5.012 (3) (b) 7~~

Maintain the current estimated 13-hour out-of-county hurricane evacuation clearance time or an evacuation time of 12 hours to a shelter. which is based on both pre Hurricane Andrew planning and post Hurricane Andrew experience.

Policy 3.2.1

~~9J-5.012 (3) (e) 4~~

The Village shall maintain its traffic level of service which in turn is based upon the Future Land Use map, thereby achieving a reasonable hurricane evacuation time.

Policy 3.2.2

~~9J-5.012 (3) (e) 4~~

~~By 1995, the~~ The Village shall ~~prepare a update its~~ hurricane emergency plan; based upon the experience of Hurricane Andrew; ~~the plan shall be in concert with the 1991 County Emergency Operations Plan and the 1991 U.S. Corps of Engineers hurricane evacuation study, and any revisions thereto;~~ the plan shall be consistent with the current Miami Dade County Emergency Operations Plan and the most current hurricane evacuation study.

Objective 3.3 Post-Disaster Redevelopment

~~9J-5.012 (3) (b) 8~~

By ~~1996~~2015, adopt a post-disaster redevelopment plan.

Policy 3.3.1

~~9J-5.012 (3) (e) 5~~

By ~~1996~~2015, based upon the ~~1992-1993 Hurricane Andrew staff review of~~ post-disaster assessment, clean-up and housing repair experience, the Village shall prepare a post-disaster redevelopment plan in consultation with the South Florida Regional Planning Council and the ~~Metro-~~Miami-Dade Office of Emergency Management. Special attention shall be devoted to the Building Official's permitting process to distinguish between minor and major repairs, require demolition or nuisance removal, and similar regulatory approaches.

Policy 3.3.2

The adopted plan shall specify that during post-disaster redevelopment, the Building Department will distinguish between those actions needed to protect public health and safety with immediate repair/cleanup and long-term repair activities and redevelopment areas. Removal or relocation of damaged infrastructure and unsafe

structures shall be by the Village in accordance with local procedures and those agencies and practices specified in the ~~Metro~~-Miami-Dade County Emergency Operations Plan.

Objective 3.4 Level of Service and Public Facility Timing ~~9J-5.012 (3) (b) 11~~

Achieve and maintain Level-of-Service standards through a concurrency management system with a phased capital improvement schedule.

Policy 3.4.1 ~~9J-5.012 (3) (e) 12~~

The Village shall implement the concurrency management system contained in this plan and the Village shall supplement the concurrency management system with which will be further detailed in land development code capital improvements when appropriate and necessary to meet Level-of-Service standards concurrent with the impact of development.

Objective 3.5 Hurricane Damage Avoidance

Minimize damage from any hurricane storm surge. See Policies for measurability.

Policy 3.5.1 ~~9J-5.012 (3) (e) 3~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions requiring minimum building setbacks from the ocean. Construction shall not be permitted seaward of the Coastal Construction Control Line, except that non habitable major and minor structures (as defined in 16B-33.002(54), FAC) and restaurants may be permitted so long as: 1) they are approved by a Coastal Construction Control Line permit granted by the State of Florida Department of Natural Resources; 2) at least 50 percent of the permitted area is free of any such structures; 3) no such individual structure shall exceed 15 percent of the permitted area.

Policy 3.5.2 ~~9J-5.012 (3) (e) 3 and 9J-5.013 (2) (e) 6~~

The Village shall enforce flood damage prevention regulations which ensure that the first floor of all new residential construction is at or above the flood elevation specified on the FEMA Flood Insurance Rate Map and which ensure that the first floor of all new non-residential construction is either at or above the flood elevation specified in the FEMA Flood Insurance Rate Map or in accordance with FEMA approved waterproof construction specifications. The Village manager shall design and promulgate specific management techniques to ensure effective enforcement.

Objective 3.6 Commercial Redevelopment

The Village shall encourage methods for integration of energy conservation technologies in new construction and redevelopment and in Village municipal programs and services. No later than 2004, achieve private revitalization of at least one Crandon Boulevard property that has a blighting impact on the Village and is likely to sustain significant hurricane damage.

Policy 3.6.1

9J-5.012 (3) (c) 6

~~The Village shall encourage energy-efficient construction methods and develop initiatives to encourage energy conservation techniques in municipal and private-sector development. By the date required by state statute or sooner, the Village shall enact and enforce land development code standards and incentives to achieve development, renovated development and/or redevelopment that meets high signage, landscaping, circulation/parking and other development standards, all in conformance with the flood damage prevention regulations required by Conservation and Coastal Management Policy 3.5.2.~~

Note: The following 9J-5 FAC policies are not applicable to Key Biscayne:

● Policy 9J-5.012 (3) (c) 11 — deepwater ports

● Policy 9J-5.013 (c) 1 — water wells

● Policy 9J-5.013 (c) 2 — extraction of minerals

● Inform the Florida Department of State, Division of Historical Resources that, to the best knowledge of Village officials based on documentation supplied by the Florida Department of State and Dade County, all archaeological and standing structure sites identified in the Florida site file as being located on Key Biscayne are NOT in the Village of Key Biscayne, but rather in the unincorporated portions of Dade County located on the Island of Key Biscayne. The structures are: 1) the North Base Marker at the Key Biscayne Golf Course and 2) the Cape Florida Lighthouse in Bill Baggs Park at the tip of the Island of Key Biscayne. The sites are: 1) the Bear Cut Preserve, 2) Cape Florida, 3) Fort Bankhead and 4) the Light keeper's house foundation.

Policy 3.6.2

The Village shall develop standards and principles to provide for the improvement of energy efficiency in municipal services and programs.

Policy 3.6.3

The Village shall, to the extent financially feasible, provide educational materials and promote recycling to enhance the efficiency of curbside pick-up, reduce the materials being sent to landfills, and ultimately reduce methane production.

1494
1495 **Policy 3.6.4**
1496

1497 The Village shall amend the land development regulations to adopt specific
1498 standards and strategies that address greenhouse gas emissions, energy efficient
1499 housing, and overall energy conservation by 2015.
1500

1501 **Policy 3.6.5**
1502

1503 As the replacement of municipal vehicles is scheduled, the Village shall consider
1504 the availability of replacement with low emission or fuel-efficient vehicles.
1505

1506 **Policy 3.6.6**
1507

1508 The Village shall, through the current site plan review procedures, encourage the
1509 diversion from landfills of materials that are recyclable when issuing construction
1510 and demolition permits.
1511

1512 ***
1513

1514 **GOAL 4 PROTECT COASTAL PROPERTIES AND PUBLIC FACILITIES AND**
1515 **INFRASTRUCTURE INVESTMENT BY PREPARING, ADAPTING AND**
1516 **MITIGATING FOR CLIMATE CHANGE IMPACTS**
1517

1518 **Objective 4.1 Flood Risk Reduction**
1519

1520 The Village shall adopt and implement policies, land development regulations,
1521 administrative procedures, incentives, or other strategies to reduce vulnerability to
1522 sea level rise, high-tide events, storm surge, and stormwater runoff.
1523

1524 **Policy 4.1.1**
1525

1526 By 2025, the Village shall consider the development of a Resilience Action Plan
1527 (RAP) to explore adaptation and mitigation measures which increase resilience to
1528 climate change impacts, including the reduction of risk.
1529

1530 **Policy 4.1.2**
1531

1532 The Village shall review and monitor updates to The Unified Sea Level Rise
1533 Projection for Southeast Florida produced by the Southeast Florida Regional
1534 Climate Change Compact and consider the projections when evaluating, planning,
1535 and designing public facility and infrastructure projects.
1536

1537 **Policy 4.1.3**
1538

1539 The Village shall encourage the use of living shorelines or other nature-based
1540 infrastructure as a shore protection alternative.

1541
1542 **Policy 4.1.4**
1543

1544 Construction activities seaward of the coastal construction control lines established
1545 pursuant to s. 161.053 shall be consistent with Chapter 161 of the Florida Statutes.
1546

1547 **Policy 4.1.5**
1548

1549 The Village shall maintain flood-resistant construction requirements that are
1550 consistent with, or more stringent than, the Florida Building Code and applicable
1551 floodplain management regulations as set forth in 44 C.F.R., Parts 59 and 60.
1552

1553 **Policy 4.1.6**
1554

1555 The Village shall continue to participate in the Community Rating System under
1556 the National Flood Insurance Program (NFIP) to achieve flood insurance discounts.
1557

1558 **Policy 4.1.7**
1559

1560 The Village shall evaluate its policies and regulations on a periodic basis to consider
1561 amendments to reduce and/or mitigate flooding impacts and shall ensure
1562 amendments do not increase the extent and depth of flood potential.
1563

1564 **Policy 4.1.8**
1565

1566 The Village shall ensure that all applicable land development regulations and
1567 policies are enforced during development review procedures, shall encourage
1568 approaches to mitigate flood impacts, and shall evaluate opportunities for offering
1569 incentives for exceeding minimum standards.
1570

VI. RECREATION AND OPEN SPACE ELEMENT

GOAL 1

PROVIDE A DESIRABLE LEVEL OF PUBLIC RECREATION AND OPEN SPACE FACILITIES TOGETHER WITH SUPPLEMENTAL PRIVATE RECREATION AND OPEN SPACE FACILITIES.

Objective 1.1

Waterfront Access

~~9J-5.014 (3) (b) 1~~

~~*Continue to provide for a municipal ocean beach access point within the Village. Achieve one municipal ocean beach access point within the Village no later than 2004.*~~

Policy 1.1.1

~~9J-5.014 (3) (e) 3~~

~~*The Village shall continue to maintain the Beach Park as the principal municipal ocean beach access point within the Village. The Village shall enforce an existing agreement with a private property owner calling for provision of beach access as a condition for development approval. The accessway so provided shall be open to the general public.*~~

Objective 1.2

School Playfield Access

~~9J-5.014 (3) (b) 1~~

~~*Assure resident access to the elementary school playfield by 1995.*~~

Policy 1.2.1

~~9J-5.014 (3) (e) 5~~

~~*The Village shall seek maintain a joint use agreement with the School Board to assure resident access to the school's playfields.*~~

Objective 1.3

Public Recreation Facilities

~~9J-5.014 (3) (b) 3~~

~~*Achieve a system of public park and recreation lands which provides at least 2.5 acres per 1,000 people permanent population together with the appropriate range of facilities.*~~

Policy 1.3.1

~~*The Village shall reserve for recreation use all of the Village owned land designated on the Future Land Use Map. The Village shall actively seek to acquire through purchase, long term lease and/or donation, sufficient additional acreage to meet the standard of 2.5 acres per 1,000 people permanent population. The standard of 2.5 acres per 1,000 people permanent population shall be used for concurrency purposes.*~~

Policy 1.3.2

~~9J-5.014 (3) (e) 4~~

~~*By the date required by state statute, the The Village shall conduct a thorough study*~~

of the feasibility of obtaining alternative sites needed to achieve and maintain a Level of Service standard of at least 2.5 acres of local public park land per 1,000 permanent population.

Policy 1.3.3

9J-5.014 (3) (e) 5

The Village shall continue to pursue the acquisition (purchase or lease) of additional park land ~~including an addition to Calusa Park and other sites as necessary~~ in order to meet the above Level of Service standard as outlined in the Capital Improvement Schedule.

Policy 1.3.4

9J-5.014 (3) (e) 5

As acquisition of the park tracts is assured, the Village shall finalize detailed planning for facilities such as ball fields, and playgrounds ~~and a community center~~. A phased implementation plan shall be initiated.

Policy 1.3.5

No later than December 31, ~~1994~~2015, the Village shall explore a recreation impact fee to help finance acquisitions and improvements.

Policy 1.3.6

The following properties shall be included in the inventory of Parks and Recreation Space:

<u>Parks and Recreation Space</u>	<u>Acreage</u>
<u>Calusa Park</u>	<u>3.00</u>
<u>Village Green</u>	<u>9.50</u>
<u>Key Biscayne K-8 Center</u>	<u>2.02</u>
<u>East Enid Lake Park</u>	<u>2.78</u>
<u>Beach Park</u>	<u>2.00</u>
<u>St. Agnes Field</u>	<u>2.13</u>
<u>Community Center</u>	<u>1.95</u>
<u>Library Park</u>	<u>1.17</u>
<u>Hacienda Canal Pocket Park</u>	<u>0.03</u>
<u>530 Crandon Blvd</u>	<u>0.52</u>
<u>Hampton Park</u>	<u>0.19</u>
<u>Harbor Park</u>	<u>0.46</u>
<u>Total</u>	<u>25.75</u>

This inventory of properties shall be automatically updated to include any additional recreational and open space properties acquired or utilized via a long-term lease. The public beach shall not be included in any calculation in order to meet the Village's Parks and Recreational Open Space Level of Service standard.

1651	Objective 1.4	Open Space	9J-5.014 (3) (b) 4
1652			
1653		<i>Achieve some semi-passive public open space in the central part of the Village,</i>	
1654		<i>some semi-public open space on the waterfront plus private open space in</i>	
1655		<i>conjunction with any new private development.</i>	
1656			
1657		Policy 1.4.1	9J-5.014 (3) (e) 1
1658			
1659		By the date required by state statute or sooner, the Village shall enact and enforce	
1660		as part of the land development code: 1) minimum front, side and rear residential	
1661		setbacks, and 2) minimum pervious open space for all new construction.	
1662		Definitions and standards will be included. The amount of open space required by	
1663		these regulations shall be consistent with the high property values of the island and	
1664		the need to ensure reasonably satisfactory levels of access to light and air, but	
1665		pervious area shall not be less than 30 percent of total site area for the average	
1666		single family residential site.	
1667			
1668		Policy 1.4.2	9J-5.014 (3) (e) 2
1669			
1670		By the date required by state statute or sooner, the <u>The</u> Village shall enact <u>maintain</u>	
1671		and enforce a land development code zoning district to implement the Waterfront	
1672		Recreation and Open Space land use category and thereby preserve such open	
1673		space uses as the beach club and yacht club. The amount of open space required by	
1674		these regulations shall be consistent with the high property values of the island and	
1675		the need to ensure reasonably satisfactory levels of access to light and air, but in	
1676		no case shall previous area be less than 15 percent of the entire site.	
1677			
1678		Policy 1.4.3	9J-5.014 (3) (e) 2
1679			
1680		The Village shall evaluate the desirability of developing <u>maintain</u> a village center	
1681		in order to <u>provide for</u> tandem with central area public open space.	
1682			
1683	Objective 1.5	Public-Private Coordination	9J-5.014 (3) (e) 2
1684			
1685		By 2004, achieve <u>Explore and implement</u> a fully coordinated system of	
1686		<u>recreational resources.</u>	
1687			
1688		Policy 1.5.1	
1689			
1690		By 1996, the <u>The</u> Village Manager or designee shall complete <u>maintain</u> an inventory	
1691		of all private and semi-public recreational facilities. This survey will be used in	
1692		finalizing the public recreational facilities plan described in Policy 1.3.3.	
1693			

VII. INTERGOVERNMENTAL COORDINATION ELEMENT

GOAL 1 TO MAINTAIN OR ESTABLISH PROCESSES TO ASSURE COORDINATION WITH OTHER GOVERNMENTAL ENTITIES WHERE NECESSARY TO IMPLEMENT THIS PLAN.

Objective 1.1 Coordination with the County Plan and School Board 9J-5.015(3)(b)-1

Achieve consistency between the Village plan and both the ~~Metro~~-Miami-Dade County Comprehensive Development Master Plan and the City of Miami Comprehensive Plan (and amendments thereto); achieve coordination with the plans of the Miami Dade County School Board. See policies throughout this element for measurability.

Policy 1.1.1 9J-5.015(3)(e)-5

The Village shall continue to monitor the ~~Metro~~-Miami-Dade County Comprehensive Development Master Plan process as the County Plan is updated and revised in conjunction with its Evaluation and Appraisal Report.

Policy 1.1.2 9J-5.015(3)(e)-1

The Village shall maintain an active dialogue with the School Board staff relative to any plans for the ~~elementary~~-schools within the Village.

Policy 1.1.3 9J-5.015(3)(e)-2 and 4

The Village will utilize the informal mediation process of the South Florida Regional Planning Council in order to try to resolve annexation and other conflicts with other governmental entities; the Village will enter into mediations on a nonbinding basis.

Policy 1.1.4 9J-5.015(3)(e)-7

The Village will thoroughly review and compare proposed development in the City of Miami and Miami-Dade County with proposed development in the Village Comprehensive Plan for consistencies and conflicts between identical elements and between plans as a whole. Where appropriate, the Village will respond at public hearings, through memoranda, or through the regional planning council's mediation process.

Policy 1.1.5

Implement activities associated with the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, including, but not limited to coordinating City, County and School Board plans based upon consistent projections of the amount, type and distribution of population growth and student enrollment; participating in decision-making through floating

membership on the School Board's School Site Planning and Construction Committee regarding potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools; and collaborating to identify options aimed to provide the capacity to accommodate anticipated student enrollment demand associated with increases in residential development potential.

Policy 1.1.6

Village shall coordinate with the Miami-Dade County Public Schools and other parties to the adopted Amended and Rested Interlocal Agreement for Public School Facility Planning to establish Level of Service Standards (including Interim LOS standards) for ~~public school facilities~~ Public Educational Facilities and any amendments affecting public school concurrency.

Objective 1.2 Master Plan Impact and Implementation Coordination 9J-5.015 (3) (b) 2

Establish mechanism to coordinate the impact of development proposed in the Village Master Plan with other jurisdictions.

Policy 1.2.1 9J-5.015 (3) (c) 1

No later than ~~1999~~ 2015, the Village shall continue to consider and attempt to consummate as appropriate interlocal agreements generally of the type described below; or implement the following types of interlocal agreements or leases generally of the type described below:

~~Sewers: An agreement to cooperate and coordinate with appropriate County agencies for the extension of sewers.~~

Lease of MAST Academy Site for Recreation: A lease agreement by which the Village would commit to develop and maintain recreation facilities on a portion of the MAST Academy site.

~~Solid Waste: An agreement to cooperate and coordinate with the County Solid Waste Management Department for the disposal of solid waste generated in the Village.~~

~~Lease of Calusa Park: A lease agreement by which the Village would commit to maintain the recreation facilities at the Calusa Park for the benefit of all Dade County residents. This site and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level of service standards.~~

Lease of the Key Biscayne Presbyterian Church for Recreation: A lease agreement by which the Village would commit to develop and maintain recreation facilities on a portion of the Key Biscayne Presbyterian Church site.

Lease of Virginia Key Site(s) for Recreation and the Causeway: A lease agreement

by which the Village would commit to develop and maintain recreation facilities at one or more sites on Virginia Key and/or the Causeway. These sites and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level of service standards.

~~Expansion of Calusa Park into Crandon Park: An agreement to cooperate and coordinate with the County Parks Department for the expansion of Calusa Park to accommodate play fields. This site and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level of service standards. It is understood that pursuit of the desired agreement for Calusa Park will require the Village to petition Dade County government to modify its current plan for Crandon Park.~~
Management Agreement for Calusa Park: The Village shall encourage Miami-Dade County to make improvements to Calusa Park consistent with the Crandon Park Master Plan. The Village shall maintain an agreement with the Miami-Dade County Park and Recreation Department to provide for Village management of Calusa Park.

~~Bill Baggs State Park: An agreement to cooperate and coordinate with the Florida Department of Environmental Protection for the provision of play fields at Bill Baggs State Park. This site and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level of service standards. It is understood that pursuit of the desired agreement for Bill Baggs State Park will require the Village to petition an agency of state government to modify its current plan for Bill Baggs State Park.~~

~~Key Biscayne Elementary School~~K-8 Center: An agreement to cooperate and coordinate with the Miami Dade County School Board to make the Key Biscayne Elementary School K-8 Center playground available for community use.

~~Crandon Boulevard: An agreement to cooperate and coordinate with the Dade County Public Works Department and the Dade County Transit Agency to achieve an improved Crandon Boulevard streetscape.~~

Other areas within or proximate to the Village: An agreement or lease with other areas within the Village, as necessary.

Policy 1.2.2

9J-5.015 (3)(c) 1

The Village shall maintain an active dialogue with the ~~Metro~~ Miami-Dade Planning Department and other County agencies relative to limiting land use intensity between the Village and the maintained.

Policy 1.2.3

9J-5.015 (3)(c) 3

The Village Manager shall assist the County in providing information to the residents of the Village relative to services provided by the County, e.g., solid waste, potable water, sewers, transit and hurricane response planning. Such information may be disseminated through a Village newsletter, Village Hall counter handouts, notices posted at the Village Hall, and/or other appropriate means.

Policy 1.2.4

~~9J-5.015(3)(e)-6~~

The Village shall contribute to the improvement of Biscayne Bay water quality through a combination of (a) implementation of a master drainage plan, (b) replacement of septic tanks with sanitary sewers tied into the County system, (c) mandating on-site stormwater detention and (d) marina siting standards.

Policy 1.2.5

~~9J-5.015(3)(e)-6~~

The Village shall contribute to the improvement of Biscayne Bay water quality by continuing to: 1) have a Village representative periodically consult with the Biscayne Bay Shoreline Development Review Committee and 2) have relevant bay front projects reviewed by the Committee. The Village shall cooperate with the regulatory functions of the Florida Department of Environmental Protection and the National Park Service.

Objective 1.3

Level of Service Standards Coordination

~~9J-5.015(3)(b)-3~~

Ensure coordination with ~~Metro-Miami-Dade County~~ Water and Sewer Department, the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update in establishing level-of-service standards for sewage, and potable water.

Policy 1.3.1

~~9J-5.015(3)(e)-7~~

Monitor changes to ~~the adopted~~ level-of-service standards of ~~Metro-Miami-Dade County and appropriately the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update~~ and adjust its own level-of-service standards accordingly.

Policy 1.3.2

The Village shall implement a tracking system that measures increases in population resulting from development and redevelopment and provide results to the Miami-Dade County Water and Sewer Department on a regular basis.

Policy 1.3.3

The Village shall provide for improved or additional coordination between the Miami-Dade County Water and Sewer Department and the Village concerning the sharing and updating of information to meet ongoing water supply needs.

1886 **Policy 1.3.4**

1887
1888 The Village shall coordinate with the Miami-Dade County Water and Sewer
1889 Department in the implementation of alternative water supply projects,
1890 establishment of level-of-service standards, resource allocations, changes in
1891 service areas and potential for annexation.
1892

1893 **Policy 1.3.5**

1894
1895 The Village shall coordinate with the Miami-Dade County Water and Sewer
1896 Department by requiring applications to be reviewed by the Department during the
1897 site plan review process prior to approving a building permit, in order to determine
1898 whether adequate water supplies will be available to serve the development by the
1899 anticipated issuance date of the certificate of occupancy for properties located
1900 within the Village. Additional coordination efforts will occur between the
1901 Department and the Village through the water allocation system, which is a monthly
1902 spreadsheet used for tracking development activity within the Village. The Village
1903 will monitor proposed amendments to the Miami-Dade County Comprehensive
1904 Development Master Plan as they relate to water supply planning in the county and
1905 provide input as necessary.
1906

1907 **Policy 1.3.6**

1908
1909 The Village shall coordinate with the Lower East Coast Water Supply Plan Update.
1910

1911

VIII. CAPITAL IMPROVEMENTS ELEMENT

1912

1913 **GOAL 1**

TO UNDERTAKE CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE ADEQUATE INFRASTRUCTURE AND A HIGH QUALITY OF LIFE, WITHIN SOUND FISCAL PRACTICES.

1914

1915

1916

1917 **Objective 1.1**

The Annual Capital Improvement Program Process

~~9J-5.016(3)(6)-1~~

1918

1919

Achieve annual Village Council use of this Element as the framework to monitor public facility needs as a basis for annual capital budget and five-year program preparation.

1920

1921

1922

1923

Policy 1.1.1

~~9J-5.016(3)(e)-7~~

1924

1925

As part of the annual budget process, staff and engineering studies shall form the basis for preparation of a five-year capital improvement program, including one year capital budget, to further the master plan elements.

1926

1927

1928

1929

Policy 1.1.2

~~9J-5.016(3)(e)-3~~

1930

1931

The capital improvement program shall include a drainage facility improvement/replacement program based upon the 1993-drainage master plan.

1932

1933

1934

Policy 1.1.3

~~9J-5.016(3)(e)-1~~

1935

In setting priorities, the following kinds of criteria shall be used by the Village Council; in all cases, financial feasibility or budget impact will be assessed:

1936

1937

1938

- Public safety projects: any project to ameliorate a threat to public health or safety.

1939

1940

1941

- Quality of life projects: any project that would enhance the quality of life, such as a public streetscape improvement project.

1942

1943

1944

- Level of service or capacity projects: any project needed to maintain an adopted or otherwise desirable Level of Service.

1945

1946

1947

- Redevelopment projects: any project that would assist in the revitalization of deteriorated non-residential properties.

1948

1949

1950

- Biscayne Bay enhancement projects: any project which would enhance the environmental quality of Biscayne Bay.

1951

1952

1953

Policy 1.1.4

~~9J-5.016(3)(e)-9~~

1954

1955

The Village shall use designated funding mechanisms such as the drainage utility

1956

and sewer assessments to the maximum extent feasible thereby freeing up general funds (and general obligation bonds) for such Village-wide projects as park land acquisition and streetscape work as outlined in the policies of other Master Plan elements.

Policy 1.1.5

~~9J-5.016(3)(e)2~~

The Village shall pursue a prudent policy in terms of borrowing for capital improvements or other purposes.

Objective 1.2 Level of Service and Land Use Decisions

~~9J-5.016(3)(b)3~~

Achieve coordinated Village use of the Future Land Use Plan, financial analyses in this Element and Level of Service standards in both reviewing development applications and preparing the annual schedule of capital improvements.

Policy 1.2.1

~~9J-5.016(3)(e)4~~

The following peak hour Level of Service (LOS) standards shall be maintained:

Streets: The Village shall regulate the timing of development to maintain at least the following peak hour level of service standards:

- Arterials -- "~~ED~~"
- Collectors - "B"
- Local Service Streets - "A"

within the Village limits, Crandon Boulevard will be at level of service ~~ED~~ or better, although the level of service could potentially fail slightly below ~~ED~~ near the north Village limits.

Sanitary Sewers in Sewered Areas: The County-wide "maximum day flow" of the preceding year shall not exceed 98 percent of the County treatment system's rated capacity. The sewage generation standard shall be 140 average gallons per capita per day.

Sanitary Sewers in Unsewered Areas: Septic tanks shall be permitted only in compliance with applicable county and state agency standards; compliance shall be determined by receipt of required approvals and permits from the ~~a Metro-~~ Miami-Dade County Department of Environmental Resources Management and the Florida Department of Health and Rehabilitative Services.

Potable Water: The County-wide "maximum day flow" of the preceding year shall

not exceed 98 percent of the County treatment and storage system's rated capacity. The pressure shall be at least 20 pounds per square inch at the property line. The potable water consumption standard shall be 280 average gallons per capita per day.

Drainage: All nonresidential development and redevelopment shall accommodate runoff to meet all Federal, state and local requirements.

Solid Waste: The County solid waste disposal system shall maintain a minimum of five years capacity. For Village planning purposes, a generation rate of 5.2 pounds per person per calendar day shall be used.

Recreation: The Village shall achieve and maintain a Level of Service standard of at least 2.5 acres of local public park land per 1,000 permanent population.

Public School Facilities: Maintain a LOS standard of at least 2.5 acres of park land per 1,000 persons permanent population. Upon public school concurrency becoming effective, the adopted Level of Service (LOS) standard for all Miami-Dade County public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms). This LOS standard, except for Magnet Schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools. The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a districtwide basis. Level of service standards for public school facilities apply to those traditional educational facilities, owned and operated by the Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. Level of service standards do not apply to charter schools. However, the capacity of both charter and magnet schools will be credited against the impact of development.

Policy 1.2.2

The Village shall implement a tracking system that measures increases in population resulting from development and redevelopment and provide results to the Miami-Dade County Water and Sewer Department on a regular basis.

Policy 1.2.3

The Village shall develop mechanisms to ensure that adequate water supplies are available to all water users prior to the approval of a building permit. Furthermore, the Village shall monitor the Miami-Dade County Water and Sewer Department to be sure that it is responsibly monitoring the availability of water supplies for all water users of its department, which includes the Village of Key Biscayne, and to be sure that it is implementing a system that links water supplies to the permitting of new development.

Objective 1.3

Infrastructure in Coastal High Hazard Area

9J-5.016-(3)-(b)-2

2051
2052 *Spend no Village funds on infrastructure within the Village (all of which is within*
2053 *the coastal high-hazard area) that would have the effect of directly subsidizing*
2054 *development which is significantly more intensive than authorized by this Plan.*
2055

2056 ***
2057

2058 **Objective 1.4 Concurrency**
2059

9J-5.016(3)(b)-4

2060 *Assure the provision of public facilities concurrent with the impacts of development*
2061 *through a concurrency management system to be included in the 1994-land*
2062 *development code.*
2063

2064 **Policy 1.4.1**
2065

9J-5.016(3)(c)-6

2066 ~~By the date required by state statute or sooner, the~~ The Village shall enact and
2067 enforce as part of the land development code a concurrency management system
2068 ~~which meets the requirements of 9J-5.0055. The concurrency management system~~
2069 ~~that~~ shall specify that no development permit shall be issued unless the public
2070 facilities necessitated by a development (in order to meet level of service standards
2071 specified in the ~~Comprehensive Plan~~ Transportation, Recreation and Open Space,
2072 and Infrastructure policies) will be in place concurrent with the impacts of the
2073 development or the permit is conditional to assure that they will be in place. The
2074 requirement that no development permit shall be issued unless public facilities
2075 necessitated by the project are in place concurrent with the impacts of
2076 development shall be effective immediately and shall be interpreted pursuant to the
2077 following:
2078

- 2079 1. *Measuring Conformance with the Level-of-Service for water, sewer, solid*
2080 *waste, drainage, ~~traffic~~ transportation and recreation facilities.*
2081

2082 Public facility capacity availability shall be determined by a set of
2083 formulas that reflect the following:
2084

2085 Adding together:
2086

- 2087 ● The total design capacity of existing facilities; plus
- 2088
- 2089 ● The total design capacity of any new facilities that will become
- 2090 available concurrent with the impact of the development. The capacity
- 2091 of new facilities may be counted only if one or more of the following
- 2092 can be demonstrated:
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2094 (A) For water, sewer, solid waste and drainage:
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- 2096 (1) The necessary facilities are in place and available at the
- 2097 time a certificate of occupancy is issued, or

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- (2) Such approval is issued subject to the condition that the necessary facilities will be in place and available when the impacts of development occur, or
- (3) The new facilities are guaranteed in an enforceable development agreement to be in place when the impacts of development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order pursuant to Chapter 380, Florida Statutes (the Development of Regional Impact authorization).

(B) For recreation:

- (1) Paragraphs (1)-(3) under (A) above except that construction may begin up to one year after issuance of a certificate of occupancy.
- (2) The new facilities are the subject of a binding executed contract for the construction of facilities to be completed within one year of the time the certificate of occupancy is issued, or
- (3) A development agreement as outlined in (4) above but requiring construction to begin within one year of certificate of occupancy issuance.

(C) For traffic:

- (1) Paragraphs (A) (1) through (4) or (B) (2) above except that construction can begin up to three years after the approval date.
- (2) No modification of public facility level-of-service standards established by this plan shall be made except by a duly enacted amendment to this plan.

Subtracting from that number the sum of:

- Existing volumes or flows; plus
- "Committed" volumes or flows from approved projects that are not yet constructed; plus

- The demand that will be created by the proposed project, i.e., site plan, plat or other development order.

In the case of water, sewers, solid waste and recreation, the formulas must reflect the latest population vis a vis flows or park acreage.

Design capacity shall be determined as follows:

Sewage: the capacity of the County sewage treatment system.

Water: the capacity of the County water treatment and storage system.

Solid Waste: the capacity of the County disposal system.

Drainage: The on-site detention capability and/or storm sewer capacity.

Roadways: The standard for measuring highway capacities shall be the Florida DOT Table of Generalized Two-Way Peak Hour Volumes for Urbanized Areas or other techniques that are compatible to the maximum extent feasible with FDOT standards and guidelines. The measurement of capacity may also be determined by engineering studies provided that analysis techniques are technically sound and acceptable to the Village engineer.

Recreation: Measurement shall be based on recreation data in the Comprehensive Plan plus the latest Village population estimate with any necessary interpretation provided by the Village manager or designee thereof.

Transit: The County Transit Agency bus schedules for routes within the Village.

~~2. Measuring Conformance with the Level of Service for Public School Facilities:~~

~~(A) Necessary public school facilities must be in place or under actual construction within three years after issuance of final subdivision or site plan approval, or the functional equivalent.~~

~~In the event the adopted Level of Service standard of the Miami-Dade County Public Schools established Concurrency Service Area cannot be met as a result of a proposed development's impact, the development may proceed provided at least one of the following conditions is met:~~

~~a. The development's impact can be shifted to one or more contiguous CSAs that have available capacity and is located, either in whole or in part, within the same Geographic Areas (Northwest, Northeast, Southwest, Southeast, see Figure 1A through 1D) as the proposed development; or~~

~~b. The developments' impact is mitigated, proportionate to the demand~~

for public schools it created, through a combination of one or more appropriate proportionate share mitigation options, as defined in Section 163.3180(13)(e)1, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms that include, one or more of the following:

a. Contribution of land;

b. The construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or

c. The creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits.

The legally binding proportionate share mitigation agreement is subject to the approval of Miami Dade County School Board and the Village and must be identified in the Miami Dade County Public School Facilities Work Program.

e. The development's impacts are phased to occur when sufficient capacity will be available.

3.2. Concurrency Monitoring System

The manager or designee thereof shall be responsible for monitoring facility capacities and development activity to ensure that the concurrency management system database is kept current, i.e., includes all existing and committed development. This database shall be used to systematically update the formulas used to assess projects. An annual report shall be prepared.

4.3. Capacity Reservation

Any development permit application which includes a specific plan for development, including densities and intensities, shall require a concurrency review. Compliance will be finally calculated and capacity reserved at time of final action of an approved final Design Review approval or building permit if no Design Review is required or enforceable developers agreement. ~~Phasing of development is authorized in accordance with Rule 9J-5.0055.~~ Applications for development permits shall be chronologically logged upon approval to determine rights to available capacity. A capacity reservation shall be valid for a time to be specified in the land development code; if construction is not initiated during this period, the reservation shall be terminated.

2236 4. *Administration*

2237
2238 The Village manager (or designee thereof) shall be responsible for concurrency
2239 management. The land development code shall specify administrative procedures,
2240 including an appeals mechanism, exemptions, plan modifications, burden of proof,
2241 etc.
2242

2243 5. *Project Impact or Demand Measurement*

2244
2245 The concurrency management user's procedural guide (a supplement to the land
2246 development code) will contain the formulas for calculating compliance plus tables
2247 which provide generation rates for water use, sewer use, solid waste and traffic, by
2248 land use category. Alternative methods acceptable to the Village manager or
2249 designee thereof may also be used by the applicant. For example, traffic generation
2250 may be based upon the Institute of Transportation Engineer's "Trip Generation"
2251 manual.
2252

2253 **Policy 1.4.2**

2254
2255 The Village shall adopt and maintain a five-year Capital Improvements Plan.
2256

2257 **Policy 1.4.3**

2258
2259 The Village shall seek to ensure that the Capital Improvements Element (CIE) of
2260 the Comprehensive Plan is financially feasible.
2261

2262 **Policy 1.4.4**

2263
2264 The Village shall establish criteria to prioritize and update projects within the five-
2265 year Capital Improvements Plan to achieve and maintain adopted level-of-service
2266 standards.
2267

2268 **Objective 1.5 Funding Capital Improvements**

9J-5.016-(3)-(b)-5

2269
2270 *The land development code concurrency management system shall reflect both the*
2271 *existing approved Development of Regional Impact development orders; this system*
2272 *shall operate in concert with the capital improvement program, recreation impact*
2273 *fee and drainage utility to assure the funding and provision of needed capital*
2274 *improvements. See policies for measurability.*
2275

2276 **Policy 1.5.1**

9J-5.016-(3)-(c)-5

2277
2278 The concurrency management system formulas shall include the public facility
2279 demands to be created by the two DRI projects (Continental, and Key Biscayne
2280 Hotel and Villas) as "committed" and the capital improvement schedule shall
2281 include the project implications of this committed demand to assure concurrency,
2282 so long as either of these development orders is in effect.

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Policy 1.5.2 ~~9J-5.016 (3) (e) 8~~

No later than December 31, 1994, the Village shall explore a recreation impact fee that would apply to all new development in order to help fund acquisition and improvements.

Policy 1.5.3 ~~9J-5.017 (3) (b) 4 and (e) 8~~

The Village shall not give development approval to any new construction, redevelopment or renovation project which creates a need for new or expanded public capital improvement unless the project pays a proportional share of the costs of these improvements following legally prescribed criteria for such fees.

Policy 1.5.4

The capital improvements associated with the construction of educational facilities are the responsibility of the Miami-Dade County Public Schools. To address financial feasibility associated with public school concurrency, the Miami-Dade County Public School Facilities Work Program for educational facilities will be incorporated by reference into the Capital Improvements Element.

Policy 1.5.5

The Village shall coordinate with the Miami-Dade County Public Schools, to annually update its Facilities Work Program to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard, including interim standards, will continue to be achieved and maintained. Miami-Dade County, through its annual update to the Capital Improvements Schedule, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. Miami-Dade County and the Miami-Dade County Public Schools will coordinate their planning efforts prior to and during the Miami-Dade County Comprehensive Development Master Plan Amendment process and during updates to the Miami-Dade County Public Schools Facilities Work Program.

Policy 1.5.6

Those capital improvements for educational facilities, as listed in the 2011-2012 through 2015-2016 Miami-Dade County Public Schools Facilities Work Program dated September 2007 and adopted by the Miami-Dade School Board, are incorporated by reference into the Capital Improvements Element.

**CAPITAL IMPROVEMENT ELEMENT
IMPLEMENTATION SYSTEMS**

~~9J-5.016 (4) (a)~~

A. Five-Year Schedule of Capital Improvements

~~9J-5.016 (4) (a) 1 and 2~~

See schedule on page 41.

B. Other Programs

~~9J-5.016 (4) (b)~~

The other principal programs needed to implement this Element are as follows:

1. An annual capital programming and budgeting process beginning no later than July 1995 and including use of the project selection criteria contained in Policy 1.1.3; related thereto will be the annual review of this Element.
2. Completion of a master drainage plan and final approval of a drainage utility funding mechanism.
3. Preliminary financial and engineering feasibility exploration of extending sewers to the unsewered areas.
4. Amendments to the existing land development code to assure conformance to the "concurrency" requirements relative to development orders, levels of service and public facility timing as outlined in C below.
5. Exploration of park impact fees.
6. Evaluate the need for and efficacy of financing mechanism to pay for beach renourishment and dune development.

C. Monitoring and Evaluation

~~9J-5.016 (5)~~

The Village Manager or designee shall annually prepare a status report on this Capital Improvement Element for submittal to the Village Council. The primary purpose is to update the five-year schedule including the basis for the next year's capital budget. The project evaluation criteria shall be used in the project list review and special attention shall be devoted to maintenance of the level of service standards. This entire evaluation process shall be integrated into the Village's annual budget process.

D. Concurrency Management

~~9J-5.016 (4) (b) and 9J-5.0055~~

Concurrency management shall be implemented as articulated in Land Use Element Policy 2.14 and Capital Improvement Element Policy 1.4.1.

**MONITORING, UPDATING AND EVALUATION
PROCEDURES, 1994-1998**

9J-5.005-(7)

1. Annual Monitoring:

In conjunction with one of the plan amendment cycles, the Local Planning Agency shall annually conduct a public workshop on the Master Plan. A status report shall be provided by the Village Manager or designee and then citizen comment shall be solicited. This meeting shall be publicized by a legal notice in the newspaper plus efforts to have a news story in the Islander and flyer announcements at Village Hall. The LPA will then submit a report on the status of the Plan to the Village Council. This report may be accompanied by recommended amendments, using the normal amendment process.

2. Five-Year Evaluation and Appraisal Report (EAR):

In early 1999, the Village Manager or designee shall prepare a Five-Year Evaluation and Appraisal Report in conformance with statutory requirements and with special emphasis on the extent to which the 1993 Master Plan objectives and policies have been achieved. The report will pinpoint obstacles to plan implementation and update baseline data.

3. Revised Objectives and Policies:

As a part of this EAR process, amendments to the goals, measurable objectives and policies based upon the above review, focusing on the 1999-2004 period but also including longer term objectives. The citizen participation procedures used in preparing the 1993 Master Plan (plus any future modifications thereto) shall be used in amending the Plan.

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IX. PUBLIC SCHOOL FACILITIES ELEMENT

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GOAL 1

DEVELOP, OPERATE, AND MAINTAIN A SYSTEM OF PUBLIC EDUCATION BY MIAMI-DADE COUNTY PUBLIC SCHOOLS, IN COOPERATION WITH THE COUNTY AND OTHER APPROPRIATE GOVERNMENTAL AGENCIES, WHICH WILL STRIVE TO IMPROVE THE QUALITY AND QUANTITY OF PUBLIC EDUCATIONAL FACILITIES AVAILABLE TO THE CITIZENRY OF THE VILLAGE AND OTHER LOCAL GOVERNMENTS WITHIN THE COUNTY.

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Policy 1.2.6

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Pursuant to Chapter 163, Florida Statutes, the 2011-2012 through 2015-2016 Miami-Dade County Public Schools ~~5-Year District~~ Facilities Work Program, developed by Miami-Dade Public Schools and adopted by the Miami-Dade County School Board on September 5, 2007, is incorporated by reference into the Village's Capital Improvement Plan, as applicable. The Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Wok Program and/or concurrency service area maps to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard will continue to be achieved and maintained. The Village, through its annual updates of the 5-year Capital Improvements Element and Program, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. The Village, Miami-Dade County Public School, and other local governments will coordinate their planning efforts prior to and during the Village's Comprehensive Land Use Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program. The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

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Objective 1.5

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The School Board, the Village, and other appropriate jurisdictions shall ~~establish and implement mechanisms for~~ maintain on-going coordination and communication to ensure the adequate provision of public educational facilities.

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Objective 1.6

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Miami-Dade County Public Schools, in conjunction with the Village and other appropriate agencies, will strive to improve security and safety for students and staff.

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Policy 1.6.1

Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the incidence of violence, weapons and vandalism on school campuses. Encourage the design of facilities, which do not encourage criminal behavior and provide clear sight lines from the street.

Policy 1.6.2

Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education (DOE), and other appropriate sources.

Policy 1.6.3

Continue to cooperate with the Miami-Dade County Public Schools to provide for the availability of alternative programs for at-risk students at appropriate public educational facilities.

Policy 1.6.4

Coordinate with the Miami-Dade County Public Schools and the County to provide for pedestrian and traffic safety in the area of schools, and signalization for educational facilities.

X. PROPERTY RIGHTS ELEMENT

GOAL 1 RESPECT PROPERTY RIGHTS AND PEOPLE'S RIGHTS TO PARTICIPATE IN DECISIONS THAT AFFECT THEIR LIVES AND PROPERTY IN THE VILLAGE'S PLANNING AND DEVELOPMENT DECISIONS.

Objective 1.1

The Village will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1.1.

Consider the right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2.

Consider the right of a property owner to use, maintain, develop, and improve their property for personal use or another person's use, subject to state law and local ordinances.

Policy 1.1.3.

Consider the right of the property owner to privacy and to exclude others from the property to protect their possessions and property.

Policy 1.1.4.

Consider the right of a property owner to sell or gift their property.

Policy 1.1.5.

Adhere to the rule of law in making land use decisions, whether legislative, administrative, or quasi-judicial.

Objective 1.2.

Provide transparency in the decision-making processes and procedures so that all people may reasonably participate in decisions that affect their lives and property.

Policy 1.2.1.

Allow public participation from any affected person, as is consistent with controlling law, and be a party to a hearing on any land use decision.

Policy 1.2.2.

2507 Allow public participation from the general public which may not have true legal
2508 standing under controlling law.

2509 **Policy 1.2.3.**

2510 Respond to true and accurate information when making any planning and
2511 development decisions and provide every affected person an opportunity to be
2512 heard, to present, and rebut evidence and be informed of all information on
2513 which the Village bases its decision as required under controlling Florida law.

2514 **Policy 1.2.4.**

2515 Provide public notice as required by controlling law and shall adhere to a policy
2516 of open meetings and freedom to review and copy public records.

2517 **Policy 1.2.5.**

2518 Allow every affected person the opportunity to participate early and throughout
2519 the decision-making process.

2520 **Policy 1.2.6.**

2521 The Village will not grant any affected person a greater opportunity to be heard
2522 than another affected party during a public hearing process.

2523
2524 **Objective 1.3.**

2525 Provide planning processes that are reliable and predictable to support sound
2526 land development regulations that promote long-term investments in the
2527 community.

2528 **Policy 1.3.1.**

2529 Respect the right of people, including elected and appointed officials, citizens,
2530 and property owners, to fairly evaluate proposed decisions relating to real
2531 property.

2532 **Policy 1.3.2.**

2533 Ensure that public meetings and public hearings afford the right to participation
2534 by the public as a general matter and afford administrative due process about
2535 matters that are decided during quasi-judicial hearing processes and procedures.
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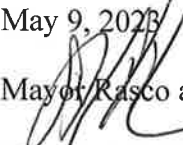


VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 9, 2023
TO:  Mayor Rasco and Councilmembers
THRU: Steven C. Williamson, Village Manager
FROM: Jeremy Calleros Gauger, Director – Building,
Zoning, & Planning Department
RE: Amendment of the Local Business Taxation Schedule

RECOMMENDATION

I recommend the Village Council approve the resolution to increase Local Business Tax rates by 5%. Reference the table of existing versus proposed fees in Appendix 1.

BACKGROUND

Local Business Tax categories and rates are regulated at the state level through Florida Statute Chapter 205. The schedule of fees is in Chapter 25 of the Village Ordinances.

Increases in rates are regulated through section (c) of Chapter 25:

“Effective for and from the receipt period commencing on October 1, 2002, each Tax amount set forth above shall be increased by five percent. Further, pursuant to F.S. § 205.0535(4), which allows biennial review, the Council may again review and revise the Tax rates in 2008 for the Receipt period commencing on October 1, 2008.”

However, most rates have not been changed since being imposed via Ordinance 1992-13 on June 9, 1992.

The Village Administration proposes raising the fees by 5%, which is the maximum amount allowed by the code. This increase is proposed to better cover the administrative costs of ensuring businesses comply with Village ordinances.

Local Business Tax receipts are an important aspect of overall code compliance. Tax receipts categorize businesses, which allows code compliance staff to ensure that businesses are operating in appropriate zoning districts and on suitable premises. Tax receipts are used with Certificates of Use which tie businesses to specific properties. Certificates of Use are in turn related to Certificates of Occupancy issued by the Building Department. Certificates of Occupancy are issued to buildings to confirm that they are safe to occupy.



VILLAGE OF KEY BISCAINE

Tax receipts, certificates of use, and certificates of occupancy are interdependent in ensuring health, safety, and welfare of commercial operations.

FINDINGS

A 5% increase in fees will not impede the operation of businesses within the Village while it will aid the Village in better administering code compliance of commercial operations in the Village.

Criteria 1 The proposed amendment is consistent with the Comprehensive Plan.

Analysis The changes proposed are consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne's Master Plan (Comprehensive Plan).

Goal 1 of the Village Master Plan states "Key Biscayne should be a residential community." Regulating commercial operations is critical to preserving the residential character of Key Biscayne.

Finding Consistent

CONCLUSION

Based on Findings and relevant background information, staff recommends that Council approve the ordinance.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 25-31, "BUSINESS TAX SCHEDULE," OF CHAPTER 25 OF THE VILLAGE CODE OF ORDINANCES TO INCREASE THE BUSINESS TAX RECEIPT SCHEDULE RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 205.042, Florida Statutes, the Village of Key Biscayne (the "Village") is authorized to levy a local business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction; and

WHEREAS, the Village currently levies a local business tax pursuant to Article II, "Local Business Tax Receipt," of Chapter 25 of the Village Code of Ordinances (the "Code"); and

WHEREAS, Section 205.0535(4), Florida Statutes, and Section 25-31(c) of the Village Code, provides that municipalities may, every other year, increase or decrease by ordinance the rates of business taxes by up to five percent; and

WHEREAS, the Village desires to amend Section 25-31, "Business Tax Schedule," of the Village Code to increase the business tax schedule rates by five percent in accordance with Section 205.0535(4), Florida Statutes, and section 25-31(c) of the Village Code; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Amending Section 25-31 of Chapter 25 of the Village Code.** That Section 25-31, “Business Tax Schedule,” of Chapter 25, “Taxation,” of the Code of Key Biscayne, Florida, is hereby amended to read as set forth in Exhibit “A” attached hereto and incorporated herein.

Section 3. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village’s Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading. However, the business tax schedule rates adopted as part of Exhibit “A” shall not become effective until October 1, 2023.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Appendix 1 - Rates

Business Type	Unit	Original Rate	Proposed Rate
Advertising space renters	per space	\$ 3.75	\$ 3.93
Amusement, game or recreational device, (not otherwise licensed by some other law of this State)	per device	\$ 18.75	\$ 19.68
Cafes, restaurants and other eating establishments:	0—30 seats	\$ 37.50	\$ 39.37
	31—74 seats	\$ 75.00	\$ 78.75
	75—149 seats	\$ 112.50	\$ 118.12
Drive-in restaurants where customers are served while seated in their cars	150+ seats	\$ 150.00	\$ 157.50
	in addition to seats	\$ 75.00	\$ 78.75
Contractors, subcontractors or journeymen (principals shall be deemed employees)	1—10 employees	\$ 22.50	\$ 23.62
	11—20 employees	\$ 45.00	\$ 47.25
	21-30 employees	\$ 67.50	\$ 70.87
	31-40 employees	\$ 90.00	\$ 94.50
	41—50 employees	\$ 112.50	\$ 118.12
	51—100 employees	\$ 281.25	\$ 295.31
	101—150 employees	\$ 421.85	\$ 442.94
	151—200 employees	\$ 562.50	\$ 590.62
	201 or more employees	\$ 585.90	\$ 615.19
Dancehalls or places where entertainment is provided for a charge		\$ 281.25	\$ 295.31
	One night only	\$ 187.50	\$ 196.87
Financial institutions, which shall include insurance companies, banks, bankers, trust companies, savings companies, building and loan associations, and savings and loan associations and other financial institutions which are regulated by State or federal law.		\$ 150.00	\$ 157.50
Hotels, motels and apartment hotels (for the purpose of determining the number of rooms, every room that can be leased or rented shall be included):	per room	\$ 1.85	\$ 1.94
	Minimum Tax	\$ 18.75	\$ 19.68
Intangible or tangible personal property (every Person engaged in the Business of trading, bartering, serving, buying, lending or selling intangible or tangible personal property, whether as owner, agent, broker or otherwise)		\$ 93.75	\$ 98.43
Liquefied petroleum gas, dealers and installers: Installation of equipment to be used with liquefied petroleum gas		\$ 62.50	\$ 65.62

Dealer in liquefied petroleum gas, in appliances and equipment for use of such gas and in the installation of appliances and equipment		\$ 156.25	\$ 164.06
Manufacturing and/or processing (principals shall be deemed employees):	1—10 employees	\$ 37.50	\$ 39.37
	11-20 employees	\$ 75.00	\$ 78.75
	21-30 employees	\$ 112.50	\$ 118.12
	31-40 employees	\$ 150.00	\$ 157.50
	41-50 employees	\$ 225.00	\$ 236.25
	51 or more employees	\$ 281.25	\$ 295.31
Professional License (every Person engaged in the practice of any profession who offers services for consideration, whether or not such endeavor is regulated by law)		\$ 37.50	\$ 39.37
Professional management		\$ 37.50	\$ 39.37
Retailer, retail stores (includes every Person or Business engaged in the Business of selling tangible personal property to consumers or to any Person for any purpose other than for resale)		\$ 37.50	\$ 39.37
Schools, colleges or other educational or training institution for profit		\$ 37.50	\$ 39.37
Service Business (every Person engaged in Business as owner, agent or otherwise who performs some service in return for consideration; principals shall be deemed employees):	1—5 employees	\$ 27.50	\$ 28.87
	6—10 employees	\$ 67.50	\$ 70.87
	11—15 employees	\$ 100.00	\$ 105.00
	16—20 employees	\$ 140.00	\$ 147.00
	21 or more employees	\$ 187.50	\$ 196.87
Title insurance companies		\$ 93.75	\$ 98.43
Theaters	per theater	\$ 37.50	\$ 39.37
Vending machines:			
Merchandise or service vending machines	per machine	\$ 22.50	\$ 23.62
Merchandise vending machines at locations for which a Receipt has been obtained pursuant to this article:	per machine	\$ 7.50	\$ 7.87
Laundry equipment	per machine	\$ 1.85	\$ 1.94
Coin-operated radio, television, vibrating mattresses and similar devices installed in Businesses providing housing accommodations for the travelling public:	per business	\$ 26.25	\$ 27.56
All vending machine operators:	per operator	\$ 187.50	\$ 196.87
	additional per device	\$ 1.85	\$ 1.94

EXHIBIT "A"

CHAPTER 25 – TAXATION

ARTICLE II. – LOCAL BUSINESS TAX RECEIPT

Section 25-31. - Business Tax schedule.

(a) Taxes for the following Businesses, occupations or professions are hereby levied and imposed as follows:

~~Advertising space renters, per space\$ — 3.75~~

~~Amusement, game or recreational device (not otherwise licensed by some other law of this State), per device18.75~~

~~Cafes, restaurants and other eating establishments:~~

~~(1) 0 — 30 seats37.50~~

~~(2) 31 — 74 seats75.00~~

~~(3) 75 — 149 seats112.50~~

~~(4) 150 or more seats150.00~~

~~(5) Drive-in restaurants where customers are served while seated in their cars shall pay a Tax of \$75.00. The Tax required by this subsection shall be in addition to the Tax required in subsections (1) through (4).~~

~~Contractors, subcontractors or journeymen (principals shall be deemed employees):~~

~~(1) 1 — 10 employees22.50~~

~~(2) 11 — 20 employees45.00~~

~~(3) 21 — 30 employees67.50~~

~~(4) 31 — 40 employees90.00~~

ORDINANCE NO. 2023-_____

~~(5) 41—50 employees112.50~~

~~(6) 51—100 employees281.25~~

~~(7) 101—150 employees421.85~~

~~(8) 151—200 employees562.50~~

~~(9) 201 or more employees585.90~~

~~Dancehalls or places where entertainment is provided for a charge281.25~~

~~One night only187.50~~

~~Financial institutions, which shall include insurance companies, banks, bankers, trust companies, savings companies, building and loan associations, and savings and loan associations and other financial institutions which are regulated by State or federal law150.00~~

~~Hotels, motels and apartment hotels (for the purpose of determining the number of rooms, every room that can be leased or rented shall be included):~~

~~Per room1.85~~

~~Minimum Tax18.75~~

~~Intangible or tangible personal property (every Person engaged in the Business of trading, bartering, serving, buying, lending or selling intangible or tangible personal property, whether as owner, agent, broker or otherwise)93.75~~

~~Liquefied petroleum gas, dealers and installers:~~

~~(1) Installation of equipment to be used with liquefied petroleum gas62.50~~

~~(2) Dealer in liquefied petroleum gas, in appliances and equipment for use of such gas and in the installation of appliances and equipment156.25~~

~~Manufacturing and/or processing (principals shall be deemed employees):~~

~~(1) 1—10 employees37.50~~

~~(2) 11—20 employees75.00~~

~~(3) 21—30 employees112.50~~

~~(4) 31—40 employees150.00~~

~~(5) 41—50 employees225.00~~

~~(6) 51 or more employees281.25~~

~~Professional License (every Person engaged in the practice of any profession who offers services for consideration, whether or not such endeavor is regulated by law)37.50~~

~~Professional management37.50~~

~~Retailer, retail stores (includes every Person or Business engaged in the Business of selling tangible personal property to consumers or to any Person for any purpose other than for resale)37.50~~

~~Schools, colleges or other educational or training institution for profit37.50~~

~~Service Business (every Person engaged in Business as owner, agent or otherwise who performs some service in return for consideration; principals shall be deemed employees):~~

~~(1) 1—5 employees27.50~~

~~(2) 6—10 employees67.50~~

~~(3) 11—15 employees100.00~~

~~(4) 16—20 employees140.00~~

~~(5) 21 or more employees187.50~~

~~Title insurance companies93.75~~

~~Theaters, per theater37.50~~

~~Vending machines:~~

~~(1) Merchandise or service vending machines, per machine22.50~~

~~(2) Merchandise vending machines at locations for which a Receipt has been obtained pursuant to this article, per machine7.50~~

~~(3) Laundry equipment, per machine1.85~~

~~(4) Coin-operated radio, television, vibrating mattresses and similar devices installed in Businesses providing housing accommodations for the travelling public:~~

ORDINANCE NO. 2023-_____

a. Per Business26.25

b. Plus \$0.75 per device.

(5) All vending machine operators shall pay a tax of \$187.50 per operator for the privilege of engaging in such Business, plus an additional \$1.85 per machine.

<u>Business Type</u>	<u>Unit</u>	<u>Rate</u>
<u>Advertising space renters</u>	<u>per space</u>	<u>\$3.93</u>
<u>Amusement, game or recreational device, (not otherwise licensed by some other law of this State)</u>	<u>per device</u>	<u>\$19.68</u>
<u>Cafes, restaurants and other eating establishments:</u>	<u>0—30 seats</u>	<u>\$39.37</u>
	<u>31—74 seats</u>	<u>\$78.75</u>
	<u>75—149 seats</u>	<u>\$118.12</u>
<u>Drive-in restaurants where customers are served while seated in their cars.</u>	<u>150+ seats</u>	<u>\$157.50</u>
	<u>in addition to seats</u>	<u>\$78.75</u>
<u>Contractors, subcontractors or journeymen (principals shall be deemed employees)</u>	<u>1—10 employees</u>	<u>\$23.62</u>
	<u>11—20 employees</u>	<u>\$47.25</u>
	<u>21-30 employees</u>	<u>\$70.87</u>
	<u>31-40 employees</u>	<u>\$94.50</u>
	<u>41—50 employees</u>	<u>\$118.12</u>
	<u>51—100 employees</u>	<u>\$295.31</u>
	<u>101—150 employees</u>	<u>\$442.94</u>
	<u>151—200 employees</u>	<u>\$590.62</u>
	<u>201 or more employees</u>	<u>\$615.19</u>
<u>Dancehalls or places where entertainment is provided for a charge</u>		<u>\$295.31</u>
<u>One night only</u>		<u>\$196.87</u>
<u>Financial institutions, which shall include insurance companies, banks, bankers, trust companies, savings companies, building and loan associations, and savings and loan associations and other financial institutions which are regulated by State or federal law.</u>		<u>\$157.50</u>
	<u>per room</u>	<u>\$1.94</u>

ORDINANCE NO. 2023-_____

<u>Hotels, motels and apartment hotels (for the purpose of determining the number of rooms, every room that can be leased or rented shall be included):</u>	<u>Minimum Tax</u>	<u>\$19.68</u>
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<u>Intangible or tangible personal property (every Person engaged in the Business of trading, bartering, serving, buying, lending or selling intangible or tangible personal property, whether as owner, agent, broker or otherwise)</u>		<u>\$98.43</u>
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<u>Liquefied petroleum gas, dealers and installers:</u>		
<u>Installation of equipment to be used with liquefied petroleum gas.</u>		<u>\$65.62</u>
<u>Dealer in liquefied petroleum gas, in appliances and equipment for use of such gas and in the installation of appliances and equipment.</u>		<u>\$164.06</u>

<u>Manufacturing and/or processing (principals shall be deemed employees):</u>	<u>1—10 employees</u>	<u>\$39.37</u>
	<u>11-20 employees</u>	<u>\$78.75</u>
	<u>21-30 employees</u>	<u>\$118.12</u>
	<u>31-40 employees</u>	<u>\$157.50</u>
	<u>41-50 employees</u>	<u>\$236.25</u>
	<u>51 or more employees</u>	<u>\$295.31</u>

<u>Professional License (every Person engaged in the practice of any profession who offers services for consideration, whether or not such endeavor is regulated by law)</u>	<u>\$39.37</u>
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<u>Professional management</u>	<u>\$39.37</u>
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<u>Retailer, retail stores (includes every Person or Business engaged in the Business of selling tangible personal property to consumers or to any Person for any purpose other than for resale).</u>	<u>\$39.37</u>
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<u>Schools, colleges or other educational or training institution for profit</u>	<u>\$39.37</u>
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<u>Service Business (every Person engaged in Business as owner, agent or otherwise who performs some service in return for consideration; principals shall be deemed employees):</u>	<u>1—5 employees</u>	<u>\$28.87</u>
	<u>6—10 employees</u>	<u>\$70.87</u>
	<u>11-15 employees</u>	<u>\$105.00</u>
	<u>16-20 employees</u>	<u>\$147.00</u>
	<u>21 or more employees</u>	<u>196.87</u>

ORDINANCE NO. 2023-_____

<u>Title insurance companies</u>		<u>\$98.43</u>
<u>Theaters</u>	<u>per theater</u>	<u>\$39.37</u>
<u>Vending machines:</u>		
<u>Merchandise or service vending machines</u>	<u>per machine</u>	<u>\$23.62</u>
<u>Merchandise vending machines at locations for which a Receipt has been obtained pursuant to this article:</u>	<u>per machine</u>	<u>\$7.87</u>
<u>Laundry equipment</u>	<u>per machine</u>	<u>\$1.94</u>
<u>Coin-operated radio, television, vibrating mattresses and similar devices installed in Businesses providing housing accommodations for the travelling public:</u>	<u>per business</u>	<u>\$27.56</u>
	<u>per operator</u>	<u>\$196.87</u>
<u>All vending machine operators:</u>	<u>additional per device</u>	<u>\$1.94</u>

* * *



VILLAGE OF KEY BISCAYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardíñas
Fernando A. Vazquez

DATE: May 9, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Resolution Setting a Hearing Date for the Modification of the Solid Waste & Recycling Fees

Village Manager
Steven C. Williamson

RECOMMENDATION

I recommend that Village Council authorize the Village Manager to set a hearing date for the modification of Solid Waste & Recycling Fees.

BACKGROUND

On December 8, 2020 the Village passed Ordinance 2020-07 amending Section 2-62 of the Village Code to allow the Village to utilize the Uniform Method to levy, collect, and enforce non-ad valorem assessments as provided for in Section 197.3632 of the Florida Statutes.

On June 1, 2021 the Village passed Resolution 2020-63 entering into an agreement with Great Waste and Recycling Services, LLC to solid waste collection and disposal services for a three-year term beginning January 1, 2021 through December 31, 2023.

On February 15, 2023, the Village passed Resolution 2023-08 amending the contract with Great Waste by providing a one-time compensation adjustment in the amount of \$49,950 for the third year of the initial term due to rising costs in return for capping option years four and five using the Consumer Price Index for All Urban Consumers (CPI-U) with cap of 4%.

The Solid Waste & Recycling Service Fee was last set on December 8, 2020 via Resolution 2021-71 at \$805 per household. The hearing date will discuss a proposed increase that will allow the Village to raise the fee to \$837 for FY 24 with a maximum of \$875 for FY 25 based on the amended agreement.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, PROVIDING FOR THE ESTIMATED COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR THE METHOD OF APPORTIONING THE COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROPOSING REVISIONS TO THE SERVICE FEE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER THE IMPOSITION OF REVISED SERVICE FEES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES AND THE METHOD OF COLLECTION AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne, Florida (the “Village”) provides solid waste and recycling collection services (the “Services”) for residential customers within the Village; and

WHEREAS, pursuant to Section 2-61 of the Village Code of Ordinances (the “Code”), the Village Council of the Village (the “Village Council”) is authorized to impose fees for the Services (the “Fee”); and

WHEREAS, on December 8, 2020, the Village Council amended Section 2-62 of the Code to provide for the collection of the Fee using the non-ad valorem levy, collection and enforcement method as provided in Chapter 197, Florida Statutes (the “Uniform Method of Collection Act”); and

WHEREAS, on December 8, 2020, the Village Council also adopted Resolution No. 2020-71, which revised the annual Fee beginning October 1, 2020, to an amount of \$805.00 per residential household; and

WHEREAS, the Village Council desires to increase the Fee and use the Uniform Method of Collection with respect to the revised Fee; and

WHEREAS, in accordance with the Uniform Method of Collection Act, particularly Section 197.3632(4)(a), Florida Statutes, as amended, the Village Council desires to adopt a resolution, after a public hearing which would increase the Fee in excess of the amount established by Resolution No. 2020-71; and

WHEREAS the Village Council finds that it is necessary to set a public hearing and provide for notice of such public hearing in accordance with the Uniform Method of Collection Act, specifically Section 197.3632(4)(b) to all affected property owners; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authority. That this Resolution is adopted pursuant to the provisions of Sections 2-61 and 2-62 of the Village Code, Sections 166.021 and 166.041, Florida Statutes, the Uniform Method of Collection Act, and other applicable provisions of law.

Section 3. Purpose and Definitions. That this Resolution is to set the date and time of the public hearing, to provide for the required notices to be provided under the Uniform Method of Collection Act, and to provide for a proposed increase to the Fee. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Uniform Method of Collection Act.

Section 4. Determination of Cost for Solid Waste and Recycling Collection Services; Establishment of a Proposed Revised Solid Waste and Recycling Collection Services Fee.

4.1 The Village currently has an agreement with a contractor to provide the Services for a term of three years with an option to renew for two additional terms (the “Services Agreement”). The Services Agreement is in its fourth year (first option to renew), which provides for an increase in the cost of providing such Services based upon the increase in the Consumer Price Index for All Urban Consumers (the “CPI-U”), but no more than four percent (4%) per year.

4.2 The Village currently pays \$846,618.24 annually to the contractor for the Services, together with additional administrative cost to the Village for a total of approximately \$1,020,177 (the “Annual Cost”) and charges a Fee of \$805 annually to each residential property. There are currently 1,334 residential properties within the Village receiving the Services (the “Properties”).

4.3 For the purposes of Fiscal Year 2023-2024, the Annual Cost is estimated to be \$1,060,984, the cost of collection under the Uniform Method of Collection Act is approximately five percent (5%), including discounts for early payment (the “Collection Cost”) which is approximately \$55,574.00. The Annual Cost plus the Collection Cost equal approximately \$1,116,558.00 (the “Total Cost”) to be collected from all Properties receiving the Service.

4.4 Based upon the estimated Total Cost as set forth in section 4.3 above, and the calculations of estimated number of Properties to be receiving the Services as set forth in section 4.2 above, a proposed Fee of \$837.00 will be required to be levied on each Property receiving the Service for Fiscal Year 2023-2024.

4.5 In order to provide for increases in costs for subsequent years, the Village has determined to set the Maximum Fee to be collected in any Fiscal Year subsequent to 2023-2024 at \$875.00.

4.6 The Village intends to collect the Fee using the method provided in the Uniform Method of Collections Act. Any increase in the Fee as previously adopted requires the Village to first have a public hearing after providing notice as set forth in Section 197.3632, Florida Statutes, as amended.

Section 5. Preliminary Non-Ad Valorem Assessment Roll.

5.1 The Village Manager has prepared, a Solid Waste and Recycling Collection Service Fee non-ad valorem assessment roll for the Fiscal Year 2023-2024, in the manner provided in the Uniform Method of Collection Act (the “Preliminary Assessment Roll”). Such Preliminary Assessment Roll shall contain the following information, which is set forth in Exhibit “A,” hereto: (1) a summary description of each Property within the Village conforming to the description contained on the most recent Miami-Dade County Tax Roll, and/or Folio Number, (2) the name and address of the owner of record of the Property as shown on the most recent Miami-Dade County Tax Roll (except as exempted by Chapter 119 Florida Statutes, (3) the amount of the Total Cost to be assessed against all the Properties for the total number of Properties located within the Village, (4) the Fee for each Property for Fiscal Year 2023-2024, and (5) the Maximum Fee for each Property that may be imposed during any subsequent Fiscal Year. The Preliminary Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the annual Fee for each Property can be determined by use of a computer terminal available to the public.

5.2 It is hereby ascertained, determined, and declared that the foregoing method of determining the Fee for the Service is a fair and reasonable method of apportioning the Annual Cost among parcels of Property receiving the Service, and the use of the Uniform Method of Collection Act for collection is an efficient mechanism to address payment delinquencies and recover the Fee which is allocable to specific parcels of Property receiving the Service.

Section 6. **Authorization of Public Hearing; Notice.** The Village Council hereby finds and determines that a public hearing is to be held by the Village Council at Village Hall located at 88 West McIntyre Street Key Biscayne, FL 33149 at 6:30 p.m. on June 6, 2023, or as soon as practicable thereafter, to be set forth in the notice of meeting, to consider: (A) the purpose of the Fee, (B) the estimated annual Total Costs for Fiscal Year 2023-2024, (C) imposition and apportionment methodology of the Total Costs to the Properties receiving the Service, and (D) collection of the Fee pursuant to the Uniform Method of Collection Act commencing with the tax bill to be mailed in November 2023.

Section 7. **Notice by Mail.**

7.1 The Village Manager shall, at the time and in the manner specified in Section 197.3632(4)(b), Florida Statutes, direct the provision of first class United States mailed notice of the public hearing authorized by Section 6 hereof by the Village Clerk to each property owner of the Properties receiving the Service at the address indicated on the Tax Roll. Such notice shall contain the information required for mailed notice set forth in Section 197.3632(4)(b), Florida Statutes a form of which is attached as Exhibit "B".

7.2 Proof of such mailings shall be made by affidavit of the Village Clerk and be kept on filed with the Village Clerk

Section 8. **Notice by Publication.** That the Village Manager shall direct the Village Clerk to publish a notice of the public hearing authorized by Section 6 hereof in the manner and the time provided in Section 197.3632(4)(b), Florida Statutes. Such notice shall contain the information required by Section 197.3632(4)(b), Florida Statutes for published notice.

Section 9. **Revisions to Assessments.** If any Fee made under the provisions of this Resolution or the resolution adopted after the public hearing is either in whole or in part annulled,

vacated, or set aside by the judgment of any court, or if the Village Council is satisfied that any such Fee is so irregular or defective that the same cannot be enforced or collected, or if the Village Council has failed to include or omitted any Property on the Preliminary Assessment Roll which property should have been so included, the Village Council may take all necessary steps to impose a new Fee against any such Property receiving the Service, following as nearly as may be practicable, the provisions of the Uniform Method of Collection Act and in case such second Fee is annulled, vacated, or set aside, the Village Council may obtain and impose other Fees until a valid Fee for the Service is imposed.

Section 10. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**EXHIBIT A
PROPERTY INFORMATION
FOR PRELIMINARY ASSESSMENT ROLL**

EXHIBIT B
FORM OF MAILED NOTICE

******* NOTICE TO PROPERTY OWNER *******

Village of Key Biscayne, Florida
88 W McIntyre St Suite 210
Key Biscayne, Florida 33149

VILLAGE OF KEY BISCAYNE, FLORIDA
NOTICE TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD
VALOREM ASSESSMENT

NOTICE DATE: May __, 2023

[insert name of property owner]
[insert address from tax roll]

Tax Parcel No.: _____
Legal Description: _____

As required by Section 197.3632, Florida Statutes, notice is given by the Village of Key Biscayne, Florida (the "Village"), that an annual fee for the solid waste and recycling collection will be collected using the tax bill collection method, may be levied on your property for the fiscal year beginning October 1, 2023 - September 30, 2024.

The purpose of this fee is to fund the costs of solid waste and recycling collection benefiting residential properties consisting of a single household located within the Village, including solid waste collection, disposal and recycling services. The revenue to be collected within the Village from the fee, is estimated to be \$1,116,558.00, including the cost of collection. The annual solid waste and recycling service fee is based on the number of households contained on each parcel of property plus any unpaid or delinquent charges for solid waste and recycling collection services.

The following is a summary of the non-ad valorem fee being levied on the above parcel for the fiscal year beginning October 1, 2023:

- The total number of residential households on the above parcel is 1.
- The solid waste and recycling collection service fee for the above parcel is \$837.00 per household or \$837.00 in total.

(Continued On Back)

(Continued From Front)

The annual solid waste and recycling collection service fee for the above parcel is \$837.00 for each residential household for fiscal year commencing October 1, 2023.

The maximum annual solid waste and recycling service fee for the above parcel is \$875.00 for each residential household for the Village's fiscal year commencing October 1, 2023, and each fiscal year thereafter.

A public hearing will be held by Village Council at Village Hall located at 88 West McIntyre Street Key Biscayne, FL 33149 at 5:00 p.m. on June 6, 2023, or as soon as practicable thereafter, for the purpose of receiving public comment on the proposed fee. All residential households receiving solid waste and recycling collection services within the Village were mailed individual notices similar to this one. Subsequently, only owners of reclassified property which resulted in an increased fee, or owners of property not included on the prior year's assessment roll will receive updated mailed notice in addition to the annual published notice. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Village Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305)_____, Ext. ___, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the fee rate and the imposition of the fee), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste and Recycling Service Fee Ordinance, the Initial Assessment Resolution, and the preliminary assessment roll are available for inspection at the Village Clerk's office located at 88 W McIntyre St Suite 210, Key Biscayne, Florida 33149.

Both the solid waste and recycling service non-ad valorem fee amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2023. Failure to pay the fee will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste and recycling service fee, please contact the Village Finance Department at (305)_____, Monday through Friday between 9:00 a.m. and 5:00 p.m.

*****THIS IS NOT A BILL*****

EXHIBIT A

Folio Number	Units	Fee
24-4232-002-0220	1	875
24-4232-002-0221	1	875
24-4232-002-0223	1	875
24-4232-002-0230	1	875
24-4232-002-0240	1	875
24-4232-002-0250	1	875
24-4232-002-0260	1	875
24-4232-002-0261	1	875
24-4232-002-0264	1	875
24-4232-002-0270	1	875
24-4232-002-0281	1	875
24-4232-002-0282	1	875
24-4232-003-0010	1	875
24-4232-003-0020	1	875
24-4232-003-0030	1	875
24-4232-003-0040	1	875
24-4232-003-0050	1	875
24-4232-003-0060	1	875
24-4232-003-0070	1	875
24-4232-003-0080	1	875
24-4232-003-0090	1	875
24-4232-003-0100	1	875
24-4232-003-0110	1	875
24-4232-003-0120	1	875
24-4232-003-0130	1	875
24-4232-003-0140	1	875
24-4232-003-0150	1	875
24-4232-003-0160	1	875
24-4232-003-0170	1	875
24-4232-003-0180	1	875
24-4232-003-0190	1	875
24-4232-003-0200	1	875
24-4232-003-0210	1	875
24-4232-003-0220	1	875
24-4232-003-0230	1	875
24-4232-003-0240	1	875
24-4232-003-0250	1	875
24-4232-003-0270	1	875
24-4232-003-0280	1	875
24-4232-003-0290	1	875
24-4232-003-0300	1	875
24-4232-003-0310	1	875
24-4232-003-0330	1	875
24-4232-003-0340	1	875
24-4232-003-0350	1	875
24-4232-003-0360	1	875

24-4232-003-0370	1	875
24-4232-003-0380	1	875
24-4232-003-0390	1	875
24-4232-003-0400	1	875
24-4232-003-0410	1	875
24-4232-003-0420	1	875
24-4232-003-0430	1	875
24-4232-003-0440	1	875
24-4232-003-0450	1	875
24-4232-003-0460	1	875
24-4232-003-0470	1	875
24-4232-003-0480	1	875
24-4232-003-0490	1	875
24-4232-003-0500	1	875
24-4232-003-0510	1	875
24-4232-003-0520	1	875
24-4232-003-0530	1	875
24-4232-003-0540	1	875
24-4232-003-0550	1	875
24-4232-003-0560	1	875
24-4232-004-0010	1	875
24-4232-004-0020	1	875
24-4232-004-0030	1	875
24-4232-004-0040	1	875
24-4232-004-0050	1	875
24-4232-004-0060	1	875
24-4232-004-0080	1	875
24-4232-004-0090	1	875
24-4232-004-0100	1	875
24-4232-004-0110	1	875
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VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 9, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Recommendation for Award, Request for Proposals (RFP)
2023-07 Comprehensive Landscape and Parks Maintenance
Services

RECOMMENDATION

I recommend that Village Council authorize the Village Manager to enter into negotiations and execute an agreement with the highest ranked proposer Brightview Landscape Services, Inc. in the amount not to exceed \$1,133,412. Funding will originate from FY23 Adopted Budget, Public Works, 001-41-541-34005 line item and be budgeted in FY2024 Budget.

BACKGROUND

RFP Development:

The Village currently has an existing service agreement in place to with SFM Services, Inc. for Landscape and Parks Maintenance Services, which came into effect in July 2020 for an initial term of three years, with two (2) one (1) year renewal options. During the final year of the initial term, SFM requested a 14.5% percent increase to account for cost increases originating from the the State's minimum wages increases, increases in fuel cost, labor shortages and tipping fees. Staff proposed a 10% increase; however it was not approved by the Village Council.

In accordance with the Village Council's directive, the Village issued an RFP on February 24, 2023. The RFP was posted to the Village's website and Notice Board, DemandStar and Miami Herald. A mandatory pre-bid meeting was held for interested vendors where a bid summary was given followed by a site visit.

Scope of Work:

The RFP scope included all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform the complete maintenance and management of the landscaping and debris in the Village rights-of-way, landscape buffers, mitigation areas, and Village properties, excluding Village parks, including but not limited to, turf mowing, edging, cleanup, shrubs, hedges, small trees and palms under 10 feet in height, fertilization, disease and pest management, application of herbicides, turf renovations, irrigation, and debris cleanup.

The RFP scope is subdivided into two distinct Landscape Maintenance Areas (LMA):

- Area East
- Area West



VILLAGE OF KEY BISCAINE

The scope of work for this RFP excludes Athletic Fields, and trimming of trees and palms greater than 10 feet in height.

Evaluation and Ranking Process:

On April 5, 2023, four (4) bids were received from the lowest to the highest Bidder of the following firms:

<u>Proposer</u>	<u>Area East</u>	<u>Area West</u>	<u>Total</u>
SFM Services, Inc.	\$562,751.00	\$543,763.88	\$1,106,514.88
Brightview Landscape Services, Inc.	\$588,478.75	\$544,933.75	\$1,133,412.50
Mainguy Landscape Services	\$819,270.00	\$858,190.00	\$1,677,460.00
Superior Lanscaping & Lawn Service, Inc.	\$868,560.41	\$875,473.67	\$1,744,034.08

The selection committee was appointed by the Village Manager and convened at a publicly noticed meeting and collectively discussed and reviewed the proposals. Each member of the selection committee evaluated and ranked each proposal in each of the categories listed in this section and compute a final ranking.

Proposals were evaluated and ranked based on the following categories:

Criteria	Score (Points)
Responsiveness to the Request for Proposal <ul style="list-style-type: none">• Requested information included and thoroughness of response• Clarity and brevity of the response and subcontracting plans	10
Price Proposal	35
Firm Profile and Related Experience	20
Staffing and Team Profile – Workload/Capacity to Perform	10
Project Approach and Workplan	15
Financial Strength	10
Total	100

The selection committee scored and ranked the proposals in the following order:

1. Brightview Landscape Services, Inc.
2. SFM Services, Inc.
3. Mainguy Landscape Services
4. Superior Lanscaping & Lawn Service, Inc.

Brightview Landscape Services, Inc. was ranked the highest by displaying responsiveness, understanding the Village's needs and providing an approach for those needs, evidence of strong firm presence and related experience, and deep bench of staffing.



VILLAGE OF KEY BISCAINE

Value Analysis:

Existing Service Agreement:

As per the current service agreement, the Village pays **\$330,305** annually for base services.

Future Service Agreement with #1 Ranked Proposer:

Brightview Landscape Services, Inc. is the #1 ranked proposer with total bid price of \$1,133,412.50. Breakdown of the total bid price is shown in the table below:

	Landscape Maintenance Area East			Landscape Maintenance Area West		
Base Services	Number of Cycles/Year	Cost per Cycle	Annual Total	Number of Cycles/Year	Cost per Cycle	Annual Total
Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$3,700.00	\$133,200.00	36	\$2,900.00	\$104,400.00
Turf Disease and Pest Management	12	\$895.00	\$10,740.00	12	\$895.16	\$10,741.92
Plant and Shrub Maintenance, 14-day cycle (including, but not limited to, shrubs, plants, small trees and palms <10ft)	26	\$3,231.00	\$ 84,006.00	26	\$2,250.00	\$58,500.00
Plant and Shrub Maintenance, 30-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	12	\$1,000.00	\$12,000.00	12	\$1,900.00	\$ 22,800.00
Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$ 815.00	\$9,780.00	12	\$ 811.59	\$ 9,739.08
Base Services Sub-Total			\$249,726.00			\$206,181.00
Litter and Debris Control	365	\$225.35	\$82,252.75	365	\$225.35	\$82,252.75
SUBTOTAL			\$331,978.75			\$288,433.75
Additional Services (As Needed)	Annual Estimate	% Markup	Total	Annual Estimate	% Markup	Total
Tree and Plants (based on "Betrock's PlantFinder - Wholesale Guide to Foliage and Ornamental Plants")	\$75,000	35%	\$101,250	\$75,000	35%	\$101,250
Miscellaneous building supplies and materials	\$5,000	35%	\$6,750	\$5,000	35%	\$6,750
Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$35,000	35%	\$47,250	\$35,000	35%	\$47,250
Chemicals & Fertilizers	\$75,000	35%	\$101,250	\$75,000	35%	\$101,250
SUBTOTAL			\$256,500			\$256,500
GRAND TOTAL			\$588,478.75			\$544,933.75



VILLAGE OF KEY BISCAYNE

Total base service price for both Area East and Area West is \$455,907 (\$249,726 for Area East and \$206,181 for Area West) which is significantly higher than the current agreement price for the reasons including but not limited to:

- 1- Current agreement price was established in July of 2020 with no increase.
- 2- Increase in minimum wages, fuel, tipping fees
- 3- Labor availability
- 4- Additional areas included in the scope of work

Recommendation:

Based on the Evaluation Committee's ranking, it is recommended that the Village Manager negotiate and execute a contract with the top-ranked proposer, Brightview Landscape Services because they provide the lowest rate for base services.

In the event an agreement cannot be reached with the top-ranked proposer, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with each of the next highest-ranked proposers in order until an agreement can be reached.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR COMPREHENSIVE LANDSCAPE MAINTENANCE SERVICES AS FURTHER PROVIDED HEREIN; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) issued Request for Proposal No. 2023-07 (the “RFP”) for comprehensive landscape maintenance services (the “Services”); and

WHEREAS, on April 5, 2023, an Evaluation Committee appointed by the Village Manager short listed firms and ranked Brightview Landscape Services, Inc. as the highest ranked firm (“Brightview”); and

WHEREAS, the Village Manager recommended that Brightview be selected to provide the Services as further provided in the Staff Memorandum supporting this Resolution; and

WHEREAS, the Village Council desires to select Brightview to provide the Services and authorize the Village Manager to negotiate and execute an agreement with Brightview in an amount not to exceed \$1,133,412, consistent with Brightview’s proposal attached hereto as Exhibit “A;” and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Selection. That the Village Council hereby selects Brightview for the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager, subject to budgeted funds, to negotiate and execute an agreement with Brightview in an amount not to exceed \$1,133,412, consistent with the proposal attached hereto as Exhibit “A,” and subject to the Village Attorney’s approval as to form, content, and legal sufficiency. If an agreement cannot be reached with Brightview, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked firm(s), in order of ranking, as provided in the Staff Memorandum supporting this Resolution, until an agreement in the best interest of the Village is reached.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

Brightview Landscape Services, Inc. Proposal for RFP 2023-07

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Florida for-profit organization (hereinafter, the "Consultant").

WHEREAS, on December 8, 2022, the Village issued Request for Proposals No. 2022-24 (the "RFP"), which RFP is incorporated herein in its entirety by this reference, for Athletic Field Maintenance Services (the "Services") at the Village Green, MAST Academy, St. Agnes, Key Biscayne K-8 School field, Paradise Park, and any other ancillary areas at the provided locations (the "Locations"); and

WHEREAS, the Services include the maintenance of both natural turf and artificial turf fields, mowing, aerification, topdressing, fertilizing, irrigation, pest and weed management, artificial turf rejuvenation, maintenance of the clay baseball/softball infield, all as set forth in further detail in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, the Services shall be performed for the locations identified in the Landscape Maintenance Maps attached hereto as Exhibit "B"; and

WHEREAS, in response to the RFP, the Consultant submitted a proposal to perform the Services on behalf of the Village, attached hereto as Exhibit "C"; and

WHEREAS, on March 14, 2023, the Village Council adopted Resolution No. 2023-15, selecting the Consultant to provide the Services at the Locations; and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services, as set forth in the Rate Schedule attached hereto as Exhibit "D"; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. Scope of Services.

- 1.1.** Consultant shall provide the Services detailed in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Services") for the Locations

identified in the Landscape Maintenance Maps attached hereto as Exhibit "B," in accordance with the Consultant's Proposal attached hereto as Exhibit "C."

- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through two (2) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1. Consultant shall be compensated in an amount not to exceed \$326,979.90 annually in accordance with the Rate Schedule attached hereto as Exhibit "D."
- 3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3. Consultant's invoices must contain the following information for prompt payment:
 - 3.3.1. Name and address of the Consultant;
 - 3.3.2. Purchase Order number;
 - 3.3.3. Contract number;
 - 3.3.4. Date of invoice;
 - 3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.6. Name and type of Services;
 - 3.3.7. Timeframe covered by the invoice; and
 - 3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

3.4. Liquidated Damages. Upon failure of the Consultant to provide part or all of the Services required under this Agreement within the timeframes set forth in the Scope of Services attached hereto as Exhibit "A," the Consultant shall pay to the Village the sum of Two Hundred Dollars (\$200.00) per day until the Consultant fully renders the Services. These amounts are not penalties but are liquidated damages payable by the Consultant to Village for the failure to provide the Services required for the Village's parks and athletic fields. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of the Consultant's delay and failure to perform the Services in a timely manner.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the

Services and carry out its obligations under this Agreement in a professional and first class manner.

- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

- 8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

- 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property

Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary

basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Jocelyn B. Koch
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149
Telephone number: 305-365-5506
Email: jkoch@keybiscayne.fl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This

Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

- 20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

20.1. Shannon Melindi Act.

The Consultant shall comply with Article II, "The Shannon Melindi Act," of Chapter 26 of the Miami-Dade County Code of Ordinances throughout the term of this Agreement if applicable. If the Shannon Melindi Act is applicable, the Consultant shall ensure that all employees and subconsultants providing the Services at the Village's parks:

- 20.1.1.** Have had nationwide level 2 criminal background checks conducted by a Professional Background Screener.
 - 20.1.2.** Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
 - 20.1.3.** Have been verified as being United States Citizens or having legal immigrant status employment.
 - 20.1.4.** Complete an affidavit affirming that no Services or volunteer duties will be performed on Park property owned or operated by the Village in violation of this Ordinance and that an arrest will be reported to the Consultant within forty-eight (48) hours of such arrest.
 - 20.1.5.** Wear picture identification at all times while on Village property and when in direct contact with patrons and the general public.
 - 20.1.6.** Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The Consultant shall provide the County with access to these records annually, or at the request of the County.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 26.1. First Priority: this Base Agreement;
 - 26.2. Second Priority: RFP # 2022-24;
 - 26.3. Third Priority: Exhibit A – Scope of Services;
 - 26.4. Fourth Priority: Exhibit B – Landscape Maintenance Maps
 - 26.5. Fifth Priority: Exhibit D—Rate Schedule; and
 - 26.6. Sixth Priority: Exhibit C – Consultant’s Proposal.
27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name:

Print Name:

Title:

Witness #2 Print Name:

Entity Name:

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT "A"
SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

The Village of Key Biscayne, Florida is requesting proposals from experienced and qualified vendors, hereinafter referred to as the "Consultant", to provide field maintenance services at the Village Green, MAST Academy, St. Agnes and Key Biscayne K-8 School fields and Paradise Park. Field maintenance services include maintenance of both natural turf and artificial turf fields, mowing, aerification, topdressing, fertilizing, irrigation, pest management, artificial turf rejuvenation, field clay for baseball/softball infield and pitcher's mound and other ancillary areas of the sports fields. Services are to be provided in accordance with the terms, conditions, and specifications contained in Request for Proposals (RFP) No. 2022-24.

2.2 DESCRIPTION OF SERVICES

The Consultant shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform the complete maintenance and management aspects of athletic field maintenance.

To perform mowing, aerification, topdressing, fertilizing, irrigation, and pest management to the athletic fields and other turf areas at the Village Green, MAST Academy, St. Agnes and Key Biscayne K-8 School fields as identified in the Landscape Maintenance Maps Exhibit to the Agreement. These services must be provided in a fashion consistent with Chapter 8, "Environment," of the Village Code.

2.3 FEE SCHEDULE AND ESTIMATED FREQUENCIES

- A. The proposed amount for each item in the Fee Schedule shall be inclusive of all the costs to complete the work while maintaining fields that are green and free of any conspicuous weeds, diseases, and damaging insects and nematodes.
- B. No Guarantee is expressed or implied as to the quantity of services to be procured under this agreement. Any additional applications or frequencies beyond the Fee Schedule, will require written approval from the Village prior to application.

2.4 MOWING SPECIFICS

- A. **St. Augustine Turf:**
 - a. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
 - b. All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35-degree angle from horizontal when conducting mowing operations along medians and roadway edges.
 - c. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height

adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade. All mower blades are to be sharp enough to cut, rather than to tear grass blades.

- d. All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or propel items by mower blades.
- e. Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area. Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed, trimmed, or edged. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Failure to follow these requirements may result in termination of the Agreement.
- f. Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- g. Grass shall not be mowed lower than two (2) inches in height. Cut heights are recommended to be set to **NOT** remove more than one-third (1/3) of the blade height, with an average maintained height of three (3) to four (4) inches.
- h. Excess clippings shall be spread out or removed as appropriate from right-of-way turf areas when they cause an unsightly appearance as determined by the Village or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.
- i. When clippings are in excess, the Contract must have an available vacuum equipment to remove clippings if they cannot be removed during mowing.

B. Sports Turf:

- a. Mowing shall be performed in a manner consistent with Sport Turf and Landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- b. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- c. All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- d. All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or propel items by mower blades.
- e. Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- f. Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of

water. Failure to follow these requirements may result in termination of the Agreement.

- g. Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- h. Grass designated, as Sports Turf shall not be mowed lower than three quarters (3/4) of an inches in height. Cut heights are recommended to be set to **NOT** remove more than one-third (1/3) of the blade height, with an average maintained height of one (1) to one and a half (1 1/2) inches.
- i. When clippings are in excess, the Contract must have an available vacuum equipment to remove clippings if they cannot be removed during mowing. Excess clippings shall be removed as appropriate from areas when they cause an unsightly appearance as determined by the Village or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.

2.5 **MOWING FREQUENCIES**

A. **St. Augustine and Non-sports Turf:**

- a. Grass shall be mowed thirty-two (32) times annually based on a frequency of three (3) times per month, in the months of March through October and two (2) times per month, in the months of November through February. Unless otherwise specified.
- b. In the months, which mowing occurs two (2) times per month, such mowing shall occur every ten (10) to fourteen (14) days.
- c. In the months, which mowing occurs three (3) times per month, such mowing shall occur every seven (7) to ten (10) days.

B. **Sports Turf**

- a. Grass shall be mowed one hundred and four (104) times annually based on a frequency of two (2) time per week in the month of February, March, September, and October, three (3) times per week in the months of April, May, June, July, and August, and one (1) time per week in the month of November, December and January.
- b. In the months which mowing occurs one (1) time per week, such mowing shall occur at least once seven (7) days.
- c. In the months which mowing occurs two (2) times per week, such mowing shall occur no longer than ninety-six (96) hours apart but not sooner than seventy-two (72) hours from initial cut.
- d. In months which mowing occurs three (3) times per week, such mowing shall occur no longer than seventy-two (72) hours apart but not sooner than twenty four (24) hours from initial cut.

2.6 **TRIMMING AND EDGING**

- A. **Trimming:** Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by fish line cutting. Grass will be trimmed at

the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Consultant shall use special care when trimming around trees to prevent damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to prevent damage and assure their proper water delivery function.

- B. **Edging:** Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by Village designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flowerbeds, ground cover beds, hedges, or around trees (where “edging” rather than “trimming” is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line. Chemical edging shall **not** be used unless approved by Village. Any use of chemical edging will be considered by Village on a case-by-case basis.
- C. Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces during or as an immediate operation following the mowing.

2.7 **TRIMMING AND EDGING FREQUENCIES**

- A. St. Augustine and non-sports turf
 - Edging and trimming is to be complete once every fourteen (14) days.
- B. Sports Turf
 - Edging and trimming is to be complete once every fourteen (14) days.

2.8 **PEST AND WEED MANAGEMENT**

The Consultant shall keep the fields free of conspicuous weeds and free of damaging disease and insect infestations by treating affected areas with pesticides suitable for that disease or pest when the infestation or infection becomes evident and as often as necessary. All applications shall be performed by persons holding a valid pesticide application license for that application as issued by the State of Florida, and shall be done in accordance with the pesticide manufacturer’s recommended rates, and all applicable Federal, State, County and Municipal regulations. The Consultant shall respond within 72 hours after a request or notice from the Village. The Consultant shall be fully licensed to apply pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

The Consultant shall maintain all turf in as weed free condition as possible. The Village recognizes that some of the facilities currently have a significant quantity of weeds. The Consultant will transition these facilities to a generally weed free condition during the probationary period. The transition is to ensure that bare spots are not created lasting more than three weeks while the weeds are eradicated. The Consultant shall apply herbicides as needed to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the

herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides shall be used only with prior written approval by the Village as to type, location and method of application. The Consultant shall exercise extreme care to not apply herbicides outside infested areas. Areas adversely affected shall be restored at the Consultant's expense.

The Consultant shall, after a chemical application, remove all signs at the appropriate time in accordance with the chemical products' recommended standards.

2.9 CHEMICALS OR FERTILIZERS

The Consultant shall be prohibited from the use of chemicals or fertilizers on any site without prior written approval from the Village. To obtain written approval for chemical or fertilizer use, the Consultant shall furnish to the Village, in writing, the name of the chemical or fertilizer, the manufacturer's label and the Safety Data Sheet (SDS). Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs pursuant to F.S. 482.1562. All commercial fertilizer applicators shall successfully complete the Florida Department of Environmental Protection's required training program. All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

The Consultant will provide the Village's Contract Administrator a spreadsheet with the following:

- A. Quantities of all materials (fertilizers, pesticides, clay, and topdressing sand) brought in and applied each day in common units (volume, weight, bags, truckloads)
- B. Their analysis in customary units (e.g., percent nitrogen by weight or pounds per gallon)
- C. Date of application, the dimensions of the area applied in square feet
- D. Distinction of the area as to site (Village Green North, Village Green South, K-B School Field, St. Agnes Field, MAST Academy Field, and Paradise Park); "Subsite," (e.g., "Sports field Bermuda" or "St. Augustine lawn" or "Baseball diamond,"), and if only part of site or subsite was completed it should state which area within the subsite was applied, e.g., "east half of Sport Turf field"
- E. Write in the spreadsheet the number of the product, e.g., for pesticides the EPA Registration Number (EPA Reg. No.) and for fertilizers the Florida Fertilizer certificate number, and for unregulated products the manufacturer's product trade name.
- F. Consultant will attach a copy (which may be a digital copy) of the registered pesticide label or fertilizer tag that includes the analysis corresponding with the EPA Reg. No. or Fertilizer certificate number. For unregulated products, such as clay conditioner, a product description by the manufacturer of their product trade name or product label would be submitted. All quantities must be reported either in US customary units, e.g., pounds or gallons or cubic yards, or in container units (e.g., truckloads, bags) with a

definition in US customary units (e.g., "one truckload equals 10 tons" or "50 pounds per bag")

A schedule of fertilization dates and fertilizer analysis shall be presented to the Village prior to application and shall be subject to Village approval. The fertilizer used shall be a commercial grade product. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Sports Turf shall be fertilized with a complete NPK fertilizer generally in a 4:1:2 ratio of nitrogen, phosphoric acid equivalent and potassium oxide with micronutrients. The Consultant shall establish a program that shall fertilize all Bermuda grass and shall vary with the time of year of the application and the results of soil analysis. The Consultant shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

2.10 SPORTS TURF FERTILIZATION FREQUENCY

The Village and the Consultant shall establish a schedule of fertilization dates and fertilizer contents that shall be applied to the Village's parks and athletic fields. Fertilizer application shall comply fully with the requirements of Article IX, "Fertilizer Use," of Chapter 8 of the Village Code of Ordinances.

2.11 IRRIGATION

The **Consultant** shall be responsible for the complete management, operation, and maintenance of all irrigation systems at the level required to provide uniform distribution to maintain healthy turf. All irrigation systems, including all parts and components, must be in compliance with all federal, state, and local laws, statutes, and ordinances designed to protect water resources, especially Articles II and III of Chapter 8, "Environment," of the Village Code of Ordinances. The **Consultant** shall adjust irrigation frequency and timing to comply with all state and local regulatory requirements. The **Consultant** shall calibrate the irrigation system so that all areas receive adequate coverage. The **Consultant** shall use only certified irrigation technicians for irrigation work.

Failure of the irrigation system to provide full and uniform coverage shall not relieve the **Consultant** of the responsibility to provide adequate irrigation. It is the **Consultant's** responsibility to make sure that the irrigation system is maintained and operates properly.

The **Consultant** shall work with a remote management irrigation system and can refer to Section 2.22 of this Scope of Services

A. Irrigation System Management

- a. It is the responsibility of the Consultant to conserve water and assure that all watering rules and regulations are followed. The Consultant shall pay any penalties, fines, or citations for watering ordinance violations.
- b. The Consultant shall modify the irrigation schedule based on weather conditions and new sod installations.
- c. The Consultant shall ensure that irrigation takes place early in the morning, if possible.

- d. The Consultant is responsible for the complete operation and maintenance of the irrigation equipment, except as noted below. The Consultant shall examine the irrigation system for damage or malfunction and shall report damage or malfunction to the Project Manager in writing. If the Consultant fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Consultant shall be responsible for all damages resulting from the broken irrigation system component.

B. Irrigation System Scheduled Maintenance

- a. Weekly: Each valve zone shall be observed for signs of damage, dryness, or wetness during the irrigation season.
- b. Monthly: Inspect irrigation systems to identify and correct problems, including checking timers, valves, and rain-sensing and moisture sensing devices; cleaning filters; cleaning and adjusting sprinkler heads; replacing missing or damaged heads and micro-irrigation emitters; repairing leaking or broken pipes and tubing; adding or relocating heads or nozzles in water-deficient areas; repairing time clocks; replacing or rebuilding valves; locating and repairing cut wires; conducting other routine irrigation maintenance.
- c. Quarterly: Flush micro-irrigation distribution systems. Check distribution uniformity.

C. Irrigation System Repair

The **Consultant** shall during the performance of the Work promptly replace or repair, at the **Consultant's** expense, any irrigation components damaged, unless due to Excluded Damage. Repairs shall be made within two days of the day the damage occurred. If the damage was due to Excluded Damage, the irrigation repairs will be paid for as an Additional Service.

Regardless of the cause of damage, the **Consultant** shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system. As soon as possible after receiving written authorization from the Village's Contract Administrator to proceed, the **Consultant** shall make repairs.

- a. Any replacement of irrigation system components shall be approved by the Village's Irrigation Manager and with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than the original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase or when better performance may be obtained. The substituted equipment must be completely compatible with the original and must be approved by the Project Manager.
- b. If a change to the system or any of its components will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, the Consultant shall request authorization to make the change from the Village's Contract Administrator.

2.12 AERATION TOPDRESSING

Aeration and topdressing are necessary to provide proper air and water exchange for maximum growth potential and health of the sports turf as needed. The topdressing material shall be provided by the Consultant. The Consultant shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The Consultant shall submit a proposal for these services to the Village for approval.

- A. Aerify and physically drag aerifier plugs across surface using a mesh steel drag mat and remove plugs as needed.
- B. Topdress immediately after aerification applying a minimum 1/8" and a maximum 1/4" thickness for each topdressing application, filling aerifier holes.
- C. Topdressing shall be an inorganic sand with a sieve size similar to the existing rootzone and at least 50% medium sand (0.25-0.50 mm diameter) and less than 10% total fines (particles <0.15 mm diameter)

2.13 AERATION AND TOPDRESSING FREQUENCY

Aerification and topdressing of natural field turf at least twice per year, including once in the spring just before fertilization and once in the fall.

2.14 KEY BISCAYNE KB K8 BASEBALL/SOFTBALL FIELD

- A. The Consultant shall be responsible for the inspection, maintenance, upkeep and repair of the clay area including home plate/batter's box, pitcher's mounds, and base paths. The Consultant will provide consistent and safe playing conditions.
- B. Clay areas shall be inspected and maintained on a weekly basis during baseball/softball season and monthly the remainder of the year. Any large stones or clumping material, ruts, holes, wet or dry areas, soft or hard spots, bowled out areas shall be repaired or replaced. Clay areas shall be scarified, dragged, and watered until the desired texture is achieved. Maintain at least 1/4" of calcined clay or conditioner on the clay areas.
- C. Consultant shall maintain all batting cages, which shall be kept clean and free of vegetation and debris. Consultant shall report all visible net and cages damage to the VILLAGE. Any hazardous conditions shall be reported to the VILLAGE immediately verbally and documented in writing/email.

2.15 ARTIFICIAL/SYNTHETIC TURF SPORTS FIELD

The Consultant shall perform effective, routine maintenance daily and maintain the turf in accordance with the turf manufacturer's warranty. The Consultant shall:

- A. Conduct inspections and perform minor repairs to avoid playing hazards;
- B. Walk fields weekly and conduct more detailed inspections according to your field turf recommended schedule;
- C. Keep the playing surface clean and free of debris and contaminants;
- D. Pay special attention to the most heavily used areas, such as midfield, goal mouths, and corner kick areas.
- E. Check and maintain proper infill levels to provide a consistent surface. Add new infill or redistribute migrated infill, where necessary, to the recommended depth;

- F. Twice per month brush and groom the surface to preserve appearance, keep grass fibers upright, and maintain even infill levels, making sure to use only approved bristles that will not overly abrade the fibers.
- G. Check seams and joints where panels or any field markings are joined together. Notify the Village immediately of hazards or locations needing repair.
- H. Note any deteriorating grass fiber or infill conditions, visual or excess wear concerns, drainage concerns, performance concerns, etc. and report them to the VILLAGE.
- I. Maintain a maintenance and activity log.

2.16 TRIMMING

- A. Twice per year trim the 270 linear feet of the fence on the northern portion of St. Agnes field to create a two-foot barrier between the fence and any vegetation.
- B. Twice per year trim 400 linear feet next to the sidewalk on the eastern portion of exterior sidewalk at MAST Academy field to create a two-foot barrier between the sidewalk and any vegetation.
- C. Twice per year trim the 325 linear feet of the fence on the northern portion of MAST Academy field to create a two-foot barrier between the fence and any vegetation.
- D. Twice per year trim the vegetation in the MAST Academy field parking lot to create a two-foot barrier between the vegetation and the parking area.

2.17 SOIL TESTING

Each sports turf field shall be sampled and analyzed for soil nutrients four times each year and the results reported to the Village. Each sample must be a composite of at least 30 soil probe cores from throughout the field that are analyzed for cations and anions by an independent testing laboratory using the Mehlich III extraction method or, if the soil pH is very high, by Olsen extractant for phosphorus and ammonium acetate extractant for cations. If levels of potassium, magnesium, or phosphorus appear to be insufficient, the fertilizer analysis will be considered as to whether to use a different analysis or to make up for low test nutrients by a special fertilizer application covering those nutrients that were low.

2.18 SUPPLEMENTAL SERVICES

Beyond the regular routine parks maintenance and operations; landscape and irrigation maintenance, the **Consultant** shall, upon the request and approval by the VILLAGE, provide on an as-needed basis Supplemental Services (otherwise called Additional Services) for the purposes of:

- A. Total re-installation of infill for artificial turf fields.
- B. Sodding of damaged natural turf areas.
- C. Veritcutting on natural turf areas.
- D. Synthetic turf field rejuvenation.
- E. Laser grading and resodding of sports fields.
- F. Overseeding
- G. Other tasks as requested by the VILLAGE.

No guarantee is made as to the quantity or frequency of the Supplemental Service and the Village reserves the right to have this provided by secondary vendor.

2.19 SCHEDULE OF WORK

On the first business day of each month, the Village shall furnish to the Consultant a list of both priority and routine maintenance work orders to be considered for completion. The Consultant shall then provide to the Village within three days a preliminary schedule of the work for review by the Village. Upon approval by the Village, the schedule of work shall become final. In addition, the Village reserves the right to direct the Consultant to rearrange the schedule to meet the needs of the Village.

2.20 CONSULTANT'S PERSONNEL:

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Consultant shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

- A. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.
- B. The Village may require the Consultant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interests of the Village. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Village premises. The Village shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Consultant to immediately address upon the Village's notification to the Consultants supervisory staff on-site or the managerial point of contact designated to the contract.
- C. The Consultant shall ensure that all employees/representatives dress in business attire appropriate to the services being provided and act in a professional and courteous manner. The employees/representatives must carry company identification.
- D. The Consultant's personnel performing work on Village property shall be in uniforms with the company's name, clean, courteous, sober, and competent. The Consultant agrees to be responsible for such personnel. All Consultant's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a uniform shirt and/or proper identification is not permitted and shall be grounds for removal from Village property. The Consultant agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- E. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- F. All Consultant's employees/service technicians shall be properly trained and qualified to provide the services covered under this contract.
- G. Consultant's employees shall immediately report any damages done to Village property to their supervisor. The supervisor shall then report such damage to the Contract Administrator.

2.21 DELIVERY/INSTALLATION/COMPLETION OF WORK TIME:

Services MUST be F.O.B. destination, included of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price bid.

The apparent silence of this Scope of Services as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Scope of Services shall be made on the basis of this statement.

2.22. Irrigation Management Consulting (IMC). Consultant acknowledges the following

Irrigation Management Consulting (IMC)

You are working with a remote management irrigation system. The information below is for your assistance.

Program Changes

If you need the current program changed at your property, we ask that you;

- Call our office, 407.376.9734 or email the changes to support@imcirrigation.com
- Inform us what property and zone needs to be changed, controller location
- Inform us of any other special needs watering, fertilization, new seed, or new sod.
- It will only be changed by going through our office if you change it manually on the controller without informing us of the change we won't know and our computer will override it.

Manual Watering

If you need specific zones turned on at any time between 8am-5pm M-F call our office, 407.376.9734.

(Advance notice would be recommended, typically the day before.)

- Inform us what zone needs to be turned on and for how long.
- We can turn on the stations remotely; this will help you not having to go back and forth to the control box.

PIN Codes

Our controllers have Pin Codes in them, you have to put in your PIN code in order to access the box.

If a controller is locked by a pin code and you do not have one or yours is not working:

- Call our office at 407.376.9734 or e-mail us at support@imcirrigation.com.
- We can set you up with one or we can reset yours to help you gain access.

New Sod

If you are putting down new sod on the property, we ask that you give us at least 24 hours' notice

- Please inform us of the zone numbers in which the sod will be laid.
- Any specifications you have about the sod that we need to be aware of.
- We will then set up the program through our software and run it accordingly.

System Repairs

- When working on the property, fixing the system, or notice something is broken. Please call our office or e-mail us with this information.
- If you need the system shut down while repairing something, please call and tell us. This helps to make sure nothing runs that could jeopardize your repair.

These efforts will help us better serve our clients together. If you have any questions or concerns, please feel free to contact us.

EXHIBIT "B"
LANDSCAPE MAINTENANCE MAPS

Village Green North and South



Key Biscayne K-8 School



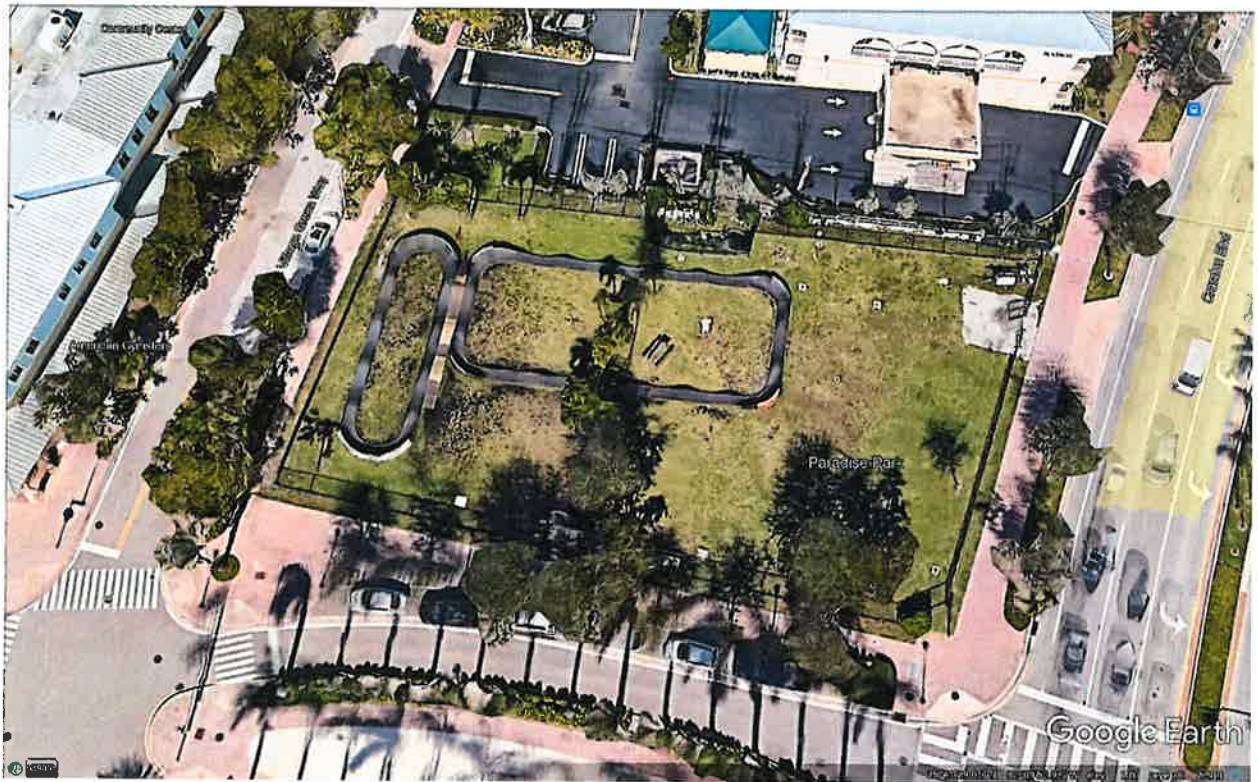
St. Agnes School Field



MAST Academy School Field



Paradise Park



Bird's Eye View - Looking Northwest

EXHIBIT “C”
CONSULTANT’S PROPOSAL

EXHIBIT "D"
RATE SCHEDULE



VILLAGE OF KEY BISCAINE

MEMORANDUM

<i>Village Council</i>	
Joe I. Rasco, Mayor	DATE: May 01, 2023
Franklin H. Caplan, Vice Mayor	
Edward London	TO: Steven Williamson – Village Manager
Allison McCormick	CC: Jake Ozyman – Director of Public Works
Brett G. Moss	Benjamin Nussbaum – Village Chief Financial Officer
Oscar Sardiñas	
Fernando A. Vazquez	FROM: Daren Jairam, Procurement Officer
<i>Village Manager</i>	
Steven C. Williamson	RE: Procurement Recommendation to Award for RFP No. 2023-07 – Comprehensive Landscape and Parks Maintenance Services

RECOMMENDATION

It is recommended the Village Manager negotiate an agreement with BrightView Landscape Services Inc., the highest ranked proposal, for Comprehensive Landscape and Parks Maintenance Services. The proposed agreement will be for an initial three (3) year term with two (2) optional one-year extensions.

BACKGROUND

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services.

The Village issued an RFP on February 24, 2023. The RFP was posted to the Village's website and Notice Board, DemandStar and Miami Herald. A mandatory pre-bid meeting was held for interested vendors where a bid summary was given.

To qualify for award, prospective Proposers were required to:

- A. Have at least five (5) years of continuous operation under the same name providing similar services prior to the issuance of the RFP.
- B. Business must be under the same name for a minimum of five (5) years.
- C. Have a branch office in Miami-Dade, Broward or Palm Beach County, Florida.
- D. Have clean judicial record and references.
- E. Be a licensed contractor/business in the State of Florida;
- F. Provide a bid guarantee.

On April 05, 2023, four (4) bids were received from the lowest to the highest Bidder of the following firms:

- 1. SFM Landscape Services Inc. - \$ 1,106,514.88
- 2. BrightView Landscape Services Inc. - \$ 1,133,414.79
- 3. Mainguy Environmental Care Inc. - \$ 1,677,460.00
- 4. Superior Landscaping & Lawn Service Inc. - \$ 1,744,034.08

The Evaluation Committee was selected, comprised of the following Village staff:



VILLAGE OF KEY BISCAINE

1. Angel Blanco – Public Works Superintendent
2. Colleen Blank – Capital Program and Grants Manager
3. Fernando Quinones – Landscape Manager
4. Jeremy Calleros Gauger, Director of Building, Zoning and Planning
5. Todd Hofferberth – Director of Parks, Recreation, and Open Spaces

Procurement performed a due diligence review of the proposals and found all four responsive, and no material defects in the four proposals, nor in the Proposers' qualifications. Each Proposer has been in business for more than five years, they are appropriately licensed to do the work, and provide the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Proposers were incapable of performing the services.

The Evaluation Committee was provided with the proposals and met on April 19, 2023, for an initial scoring and ranking of the proposals. Once the technical scores were finalized, the cost scores for each firm were added and a ranking was established. The final ranking is as follows:

1. BrightView Landscape Services Inc.
2. SFM Landscape Services Inc.
3. Mainguy Environmental Care Inc.
4. Superior Landscaping & Lawn Service Inc.

Based on the Evaluation Committee's ranking, it is recommended that the Village Manager execute a contract, substantially in the form attached as Exhibit A, with the top ranked Proposer BrightView Landscape Services Inc. for the following reasons:

- Scored the highest, 459 points out of 500, and ranked No. 1 among the committee members.
- Second in pricing but showed a stronger financial position over the other proposals.
- Presented a strong transition plan and willing to work alongside Village staff to maintain a high level of service and quality workmanship.

In the event an agreement cannot be reached with the top ranked Proposer, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with each of the next highest-ranked Proposers in order until an agreement can be reached.

☒ Concur

☐ Reject

DocuSigned by:

Steven C Williamson

CF5C695970A442B...
Steven Williamson – Village Manager

5/2/2023

Date

Tabulation Sheet

Agency Name Village of Key Biscayne

Bid Number RFP-2023-07 RFP-0-2023/dj

Bid Name Comprehensive Landscape and Parks Maintenance Services

Bid Due Date 04/05/2023 11:30:00 Eastern

Bid Opening Closed

4 responses found.

✓ online, offline, ● not submitting, ! not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	brightview	04/04/2023 19:31:10 Eastern	980 Jolly Rd, #300, Blue Bell, PA, 19422	\$1205030.5300	0.0000		Bid Document	✓
2 .	Mainguy Landscape Services	04/05/2023 08:57:09 Eastern	1855 South Flamingo Road, Davie, FL, 33325	\$1677460.0000	0.0000		Bid Document	✓
3 .	SFM Services, Inc.	04/05/2023 10:08:01 Eastern	7500 NW 74 Avenue, Medley, FL, 33166	\$1106514.8800	0.0000		Bid Document	✓
4 .	Superior Landscaping & Lawn Service, Inc.	04/05/2023 11:23:01 Eastern	PO Box 35-0095, Miami, FL, 33135	\$1744034.0800	0.0000		Bid Document	✓



BrightView 

VILLAGE OF KEY BISCAYNE

RFP # 2023-07 - COMPREHENSIVE LANDSCAPE AND PARKS MAINTENANCE SERVICES

Presented by Craig Offutt on 4-5-2023

954 240 3746

Craig.Offutt1@brightview.com

A Brighter Future Begins Here

I. Tab A - Representations and Certifications

How We Can Help You

The information in its entirety is proprietary and confidential, used only for the purposes of considering the nature and scope of your business relationship with BrightView. The contents of this Response are not to be shared with any present or future service provider. Retention of this Response to Request for Information signifies your agreement to treat the information as confidential.

BrightView

BrightView is the nation's leading commercial landscape company. We take pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.

Committed to Your Success at Every Stage of Your Landscape

Design

Forward-thinking, construction design that considers future operating costs

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget

Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future

One Partner

to take care of you and all your landscape needs

Design

- Landscape Architecture & Planning
- Design-Build
- Program Management

Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Snow & Ice
- Specialty Turf
- Exterior Maintenance

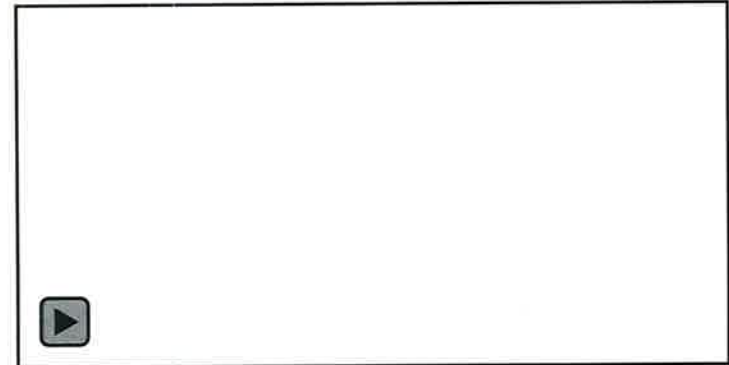
Enhance

- Enhancements
- Sustainability
- Water Management

Proposal Form 2: References

Project Name: Village of Bal Harbour
Address: Bal Harbour
Years of Service: 8+ years
Contact: Jason Atkinson
Phone: 305-993-7334
Email: jatkinson@balharbourfl.gov

Village Wide Landscape & Beach Areas



Project Name: City of Aventura
Address: Aventura
Years of Service: 22+ years
Contact: Alan Levine
Phone: 305-466-8931
Email: Levinea@cityofaventura.com

Biscayne Blvd, Parks, Government Center & Schools, All Right of Ways



Project Name: City of Weston Roadways
Address: Weston
Years of Service: 15+ years
Contact: Thaddeus Bielecki
Phone: 954-389-4321
Email: tbielecki@westonfl.org

Area A: Full Service Landscape Maintenance



Proposal Form 2: References

Project Name: Bay Harbor Islands Landscape
Address: Bay Harbor Islands
Years of Service: 10 years
Contact: Doug Armstrong
Phone: 305-866-6241
Email: darmstrong@bayharborislands-fl.gov

Townwide Landscape Maintenance



Project Name: City of Weston Parks
Address: City of Weston
Years of Service: 2+ years
Contact: Catherine Flenniken
Phone: 864-884-0699
Email: cflenniken@westonfl.org

Park Maintenance and Sports Fields: specialty turf



Proposal Form 3: Non-Collusion Affidavit

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives,

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Comprehensive Landscape and Parks Maintenance Services – RFP # 2023-07

employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or **collusion** or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any **collusion**, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

ABK

Proposer Initials

BrightView 

Proposal Form 4: Drug-Free Workplace

Comprehensive Landscape and Parks Maintenance Services – RFP # 2023-07

FORM 7 DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Charles Gonzalez does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Comprehensive Landscape and Parks Maintenance Services – RFP # 2023-07

Charles Gonzalez
Signature (Blue ink only)
Charles Gonzalez
Print Name
SVP
Title
3/27/23
Date
STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 27 day of March, 2023,
by Charles Gonzalez as SVP
(Name of person acknowledging) (Title)
for BrightView Landscape Services, Inc.
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced Driver License

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

Yanjanie Ballesteros

PRINT, TYPE/STAMP NAME OF NOTAR



Proposal Form 5: Independence Affidavit

Comprehensive Landscape and Parks Maintenance Services – RFP # 2023-07

FORM 6B INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Charles Gonzalez of BrightView Landscape Services, Inc., the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. Relationship includes having a prior or current contract with the VILLAGE.

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

"None"

Proposal Form 6: Acknowledgment of Addenda

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of RFP # 2023-07 COMPREHENSIVE LANDSCAPE AND PARKS MAINTENANCE SERVICES and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

[Signature]

Proposer Initials

Proposal Form 7: Certification to Accuracy of Proposal

Comprehensive Landscape and Parks Maintenance Services – RFP # 2023-07

FORM 8 CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Charles Gonzalez of BrightView Landscape Services, Inc. the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 27 day of March, 2023

by Charles Gonzalez as SVP
(Name of person acknowledging) (Title)

for BrightView Landscape Services, Inc.
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced Driver License

(NOTARY SEAL HERE)



SIGNATURE OF NOTARY PUBLIC

Yanjanie Ballesteros

PRINT, TYPE/STAMP NAME OF NOTARY

Proposal Form 8: Proposal Security



BID BOND

KNOW ALL BY THESE PRESENTS, That we, BRIGHTVIEW LANDSCAPE SERVICES, INC

of 440 Sawgrass Corporate Parkway #102 Sunrise, FL 33325

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto VILLAGE OF KEY BISCAYNE

88 W. McIntyre Street, Key Biscayne, FL 33149

(hereinafter called the Obligor) in the penal sum of _____

Twenty Thousand and 00/100 Dollars (\$ 20,000.00)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligor on a contract for _____

Comprehensive Landscape and Parks Maintenance Services - RFP # 2023-07

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligor for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 30th day of March, 2023

Tracy Aston
Tracy Aston Witness

Sam Russell
Samantha Russell Witness

BRIGHTVIEW LANDSCAPE SERVICES, INC (Seal)
{ Meghan Hanes Principal
Meghan Hanes, Title
Attorney-in-Fact

Liberty Mutual Insurance Company
{ By Mary Y. Volmar
Mary Y. Volmar Attorney-in-Fact
FL Non-Resident #P026680



Proposal Form 9: Scrutinized Companies

2.23 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with VILLAGE for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

I/A

Exhibit B: Fee Schedule

EXHIBIT B FEE SCHEDULE

The CONTRACTOR offers the following prices for providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform Comprehensive Landscape Maintenance Services in accordance with the scope of work.

LANDSCAPE MAINTENANCE AREA EAST

Item	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
A1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$3,700	\$133,200
A2	Turf Disease and Pest Management	12	\$895	\$10,740
A3	Plant and Shrub Maintenance, 20 14-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	12 26	\$3,231	\$84,006
A4	Plant and Shrub Maintenance, 20 30-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	4 12	\$1,000	\$12,000
A5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$815	\$9,780
A6	Litter and Debris Control	365	\$225.35	\$82,254
A7	SUBTOTAL (Items 1 thru 6)			\$331,980
Item	Description of Task	Annual Estimate	% Markup (+) or Discount (-)	Total (=Annual Estimate x (1 (+/-) %))
A8	Tree and Plants (based on "Betrock's PlantFinder—Wholesale Guide to Foliage and Ornamental Plants")	\$75,000	+35%	\$115,384.62
A9	Miscellaneous building supplies and materials	\$5,000	+35%	\$7,692.31
A10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$35,000	+35%	\$53,846.15
A11	Chemicals & Fertilizers	\$75,000	+35%	\$115,384.62
A12	SUBTOTAL (Items A8 thru A11)			\$292,307.70
A13	TOTAL (Item A7 +A12)			\$624,287.70
A14	PROFIT			\$0
GRAND TOTAL (Item A13+A14)				\$624,287.70

Exhibit B: Fee Schedule

FEE SCHEDULE

The CONTRACTOR offers the following prices for providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform Comprehensive Landscape Maintenance Services in accordance with the scope of work.

LANDSCAPE MAINTENANCE AREA WEST

Item	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
B1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$2,900	\$104,400
B2	Turf Disease and Pest Management	12	\$895.16	\$10,742
B3	Plant and Shrub Maintenance, 30 14-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	12 26	\$2,250	\$58,500
B4	Plant and Shrub Maintenance, 90 30-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	4 12	\$1,900	\$22,800
B5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$811.59	\$9,739.13
B6	Litter and Debris Control	365	\$225.35	\$82,254
B7	SUBTOTAL (Items 1 thru 6)			\$288,435.13
Item	Description of Task	Annual Estimate	% Markup (+) or Discount (-)	Total (=Annual Estimate x (1 (+/-) %))
B8	Tree and Plants (based on "Betrock's PlantFinder – Wholesale Guide to Foliage and Ornamental Plants")	\$75,000	+35%	\$115,384.62
B9	Miscellaneous building supplies and materials	\$5,000	+35%	\$7,692.31
B10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: "Wholesale.")	\$35,000	+35%	\$53,846.15
B11	Chemicals & Fertilizers	\$75,000	+35%	\$115,384.62
B12	SUBTOTAL (Items B8 thru B11)			\$292,307.70
B13	TOTAL (Item B7 +B12)			\$580,742.83
B14	PROFIT			\$0
GRAND TOTAL (Item B13+B14)				\$580,742.83

Exhibit C: Contractor's Subcontractors List

Comprehensive Landscape and Parks Maintenance Services – RFP # 2023-07

FORM 12
LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	No subcontractors will be used		

Firm: BrightView Landscape Services, Inc.

Authorized Signature:



Print or Type Name: Charles Gonzalez

Title: SVP

Date: 3/27/23



Exhibit D: Transition Plan

BRIGHTVIEW PLAN

30 Days Prior to Service

Introduce BrightView personnel to all facilities personnel and provide contact information
BM will assist in developing the necessary communication channels to help expedite a smooth transition to begin initial work
AM and PM will communicate set up process with Customer
Take a site tour with all personnel involved
Meet with management to discuss areas of immediate attention and concern
Discuss with management our QSA program and set up walk schedules
Develop schedule for daily, weekly and monthly meetings and property walks; set up reporting formats
Provide monthly operation schedule and maps to management
Take soil samples to apply to agronomy program

First 30 Days of Service

Develop a Quality Site Assessment (QSA), add any areas of improvement or concern that need to be addressed over the next several months
Begin daily, weekly and monthly operations
Account Manager, Production Manager to train crews on best practices for property and adjust mapping system for personnel if necessary
BM to spend time with crews for learning curve from startup of operations. They will assist crews in training, creating schedules, and procedures for communicating with the client
Follow up on all first month operations. Check on pruning techniques and detail operations
Adjust on site personnel schedules to insure we are addressing daily operations
Walk daily and continue to work off of initial QSA
Schedule winter turf applications based off of initial soil samples
Follow up and continue to improve daily, weekly and monthly operations
Adjust communication with Community Staff management
Locate areas of weed issues and address immediately

Next 30-45 Days of Service

Meet with management to discuss wins and opportunities of first 30 days of service
Make any adjustments to schedules to keep on right track
Continue monitoring crews on all services and make adjustments
Continue training crews and work on efficiencies
Walk property and complete new QSA within first 45 days of service
Monthly visits from BM to assess property and meet with Community
Prepare mow, detail, and spray schedules leading into the fall/winter season
BM to visit property and provide first report on agronomy program



FINANCIAL STABILITY:

In a separate envelope marked "Confidential," Proposer must provide the following documentation:

- a. Proposer's most recent certified financial statement together with a breakdown indicating the Working Capital Ratio, Balance Sheet, and Cash Flow Statement or 2 years of business income tax returns;
- b. Most recent Dun & Bradstreet report (if available); and
- c. Warranty: Signed and notarized statement warranting that the Proposer is not insolvent, is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under the Contract.

Brightview is a publicly traded company under BV on the NYSE
all financial information can be found on the following link below

<https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx>

Dun & Bradstreet #: 06-625-4509



II. Tab B – Executive Summary

How We Can Help You

The information in its entirety is proprietary and confidential, used only for the purposes of considering the nature and scope of your business relationship with BrightView. The contents of this Response are not to be shared with any present or future service provider. Retention of this Response to Request for Information signifies your agreement to treat the information as confidential.

BrightView

Company Information

- **Names:** BrightView Landscape Services, Inc.
BrightView Landscapes, LLC
BrightView Enterprise Solutions, LLC

- **South Florida
Office Locations:**

8191 NW 34th Street Miami

- 270 Gardeners
- 22 Supervisors
- 20 Certified Technicians

2711 SW 36th Street Dania
Beach

- 200 Gardeners
- 17 Supervisors
- 8 Certified Technicians

6941 SW 196th Ave Pembroke
Pines

- 150 Gardeners
- 10 Supervisors
- 4 Certified Technicians

440 Sawgrass Corporate
Parkway Sunrise

- 180 Gardeners
- 9 Supervisors
- 5 Certified Technicians

- **Website:** <https://www.brightview.com/>

- **Business Structure:** Corporation

- **Date Founded:** 1939

- **Home:** 980 Jolly Rd #300, Blue Bell, PA 19422
(484) 567-7204

- **Local:** 2711 SW 36th Street Fort Lauderdale, FL 33312
(954) 431-1111

- **Outstanding Litigation:** None Outstanding and nothing to jeopardize the performance of this contract. In the ordinary course of our long history as a nation-wide provider of landscaping services, we have been involved in legal proceedings relating to our business.

- **Implement Services Time:** within 30 days



A table of contents

Executive Summary: This summary, limited to two typewritten pages, should provide a high-level description of the Proposer's ability to meet the requirements of the RFP and a statement describing why the proposer believes itself to be best qualified to provide the identified services.

Deliverables, tasks, activities, etc. as outlined in the Scope of Services.

BRIGHTVIEW VALUE ADD SERVICE DELIVERABLES

- ✓ BV will present a clear scope of work with a weekly operation plan and status report
- ✓ BV will provide a dedicated on-site team with daily supervision
- ✓ BV will provide the right equipment to keep areas clean: vacuum for leaf, green debris cleanup
- ✓ BV will provide a quality site assessment each month that will deliver a clear picture of improvements
- ✓ BV will provide monthly irrigation and agronomic reports that detail issues and or potential problems with solutions
- ✓ BV will develop a schedule for weekly and monthly meetings and property walks; set up reporting formats
- ✓ BV will take soil samples to apply to agronomy program
- ✓ BV will provide an Emergency Response Plan
- ✓ BV will provide digital enhancement renderings for any special projects or for areas in need of improvement
- ✓ BV will provide the community with a team that is E-Verify and will ensure 100% compliance with all labor and immigration laws
- ✓ BV will provide the community with a team that is properly trained, licensed with authority to remedy situations that arise during service
- ✓ BV will provide the necessary labor, equipment and financial capacity to meet the service expectations of the community
- ✓ BV will provide a reinvestment landscape certificate as a token of our commitment to the community
- ✓ A Forest Ridge partnership with BV represents "Opportunity & Optimism"
 - Opportunity for our employees of professional and personal growth
 - Optimism for the community that we will achieve your landscape goals together

List any exceptions to this RFP.

If awarded, there are certain terms and conditions in the agreement that will be reviewed and agreed upon By both parties prior to signature

Termination rights

Idemnification

An aerial photograph of a golf course. In the foreground, there's a large, light-colored sand trap. To the right, a green fairway leads to a small clubhouse building. The background shows a residential area with many houses and a winding road. The text is overlaid on the right side of the image.

III. Tab C – Qualifications and Experience

How We Can Help You

The information in its entirety is proprietary and confidential, used only for the purposes of considering the nature and scope of your business relationship with BrightView. The contents of this Response are not to be shared with any present or future service provider. Retention of this Response to Request for Information signifies your agreement to treat the information as confidential.

BrightView

A Trusted Advisor

SERVICES

Design

- Landscape Architecture & Planning
- Design-Build
- Program Management

Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Snow & Ice
- Specialty Turf
- Exterior Maintenance

Enhance

- Enhancements
- Sustainability
- Water Management

OFFICES

Miami

- 8191 NW 84th Street
- Medley FL. 33166

Dania Beach

- 2711 SW 36th Street
- Dania Beach, FL. 33312

Pembroke Pines

- 6941 SW 196th Avenue
- Ste 30
- Pembroke Pines FL. 33332

Sunrise

- 440 Sawgrass Corporate Parkway
- Ste 102
- Sunrise, FL. 33325

EMPLOYEES

Miami

- 270 Gardeners
- 22 Supervisors
- 20 Certified Technicians

Dania Beach

- 200 Gardeners
- 17 Supervisors
- 8 Certified Technicians

Pembroke Pines

- 150 Gardeners
- 10 Supervisors
- 4 Certified Technicians

Sunrise

- 180 Gardeners
- 9 Supervisors
- 5 Certified Technicians

FACTS

Years in Business

- Since 1939
- Over 80 years

Florida Corporation

- BrightView Landscape Services, Inc.
- FEIN #: 95-419223

Insurance

- Aon Risk Services
- General Commercial
- Auto & Workmans Comp

Bonding Ability

- Aon Risk Services
- Excess of \$200 Million
- \$25 million for single project

A Trusted Advisor

LICENCES

Maintenance

- FNGLA Certified Maintenance Technicians
- BMP Train the Trainer

Irrigation

- Florida Certified Plumbers
- Irrigation Association Member
- Smart Water Irrigation

Pest & Disease

- Florida Certified Operators
- Florida Certified Applicators
- Florida Certified Ag Products

Tree Trimming

- ISA Certified Master Arborist
- ISA Certified Arborist
- TCIA Certified

QUALIFICATIONS

Best Management

- Florida Friendly Landscaping
- Train the Trainer

Emergency Response

- Certified First Responder
- Competent in Training

Storm Water

- Emergency Recovery
- Certified Assessor

Safety

- State Rules and Regulations
- Fall Protection

CERTIFICATIONS

FDOT

- Setup Certified
- Competent Trainer

CPR

- First Aid
- Instructor

OSHA

- Hi Lift Certified
- Osha – 10 card

Horticulturalist

- FNGLA Certified Technicians

DEGREES

Agronomy

- BA | As
- Florida, Penn State

Horticulture

- BA | As
- Florida, Penn State

Business

- BA | As
- FAU | Florida State

Plant Science

- BA | As
- Florida | Rutgers | Penn State

A Trusted Advisor



PLAY



Approximately

2,600

play environments including recreational and theme parks, sports environments including MLB, NFL and Olympic venues, plus the National Mall



SHOP



Nearly

4,000

shopping environments nationwide



REFRESH



100%

of top ten, third-party hotel management firms, plus nearly 2,000 properties including casinos, golf and destination resorts, and conference centers



REFLECT



Serving

2,000

reflection environments nationwide including cemeteries, funeral homes and places of worship

Preserving a Safe Environment

BRIGHTVIEW YOUR E-VERIFIED EMPLOYER



- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.
- The organization's participation in E- Verify improves our ability to ensure the individuals we hire and are working on our client's sites are authorized to work in the United States.
- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.

The image shows a sample of the U.S. Department of Homeland Security Form I-9, titled 'Employment Eligibility Requirements'. The form is used to verify the identity and employment authorization of individuals hired for employment in the United States. It includes sections for 'Section 1: Employee Information and Attestation' and 'Section 2: Employer Attestation'. A large blue diagonal watermark reading 'I-9 FORM' is overlaid on the document.

LICENSES & CERTIFICATIONS

- ATSSA Certified - Temporary Traffic Control Supervisor
- American Red Cross AED/CPR/ First Aid
- American Red Cross AED/CPR/ First Aid Instructor
- OSHA 10 Card – Construction Safety and Health
- FL Pesticide Applicator Certificate – Registered Tech
- VCLM – Excavation Safety – Competent Person Training
- VCLM – Forklift Safety – Trainer
- VCLM Fall Protection Training
- VCLM Fall Protection – Competent Person /Trainer
- Pesticide Applicator Certificate for Lawn and Ornamentals
- ISA Certified Arborist
- FL Licensed Tree Expert
- ISA Certified Arborist
- Certified Tree Risk Assessor
- Florida Certified Horticulturist
- Florida Certified Pesticide Applicator
- Certified Irrigation Contractor and Certified Landscape Irrigation Auditor by the Irrigation Association which is a national certifying body for the irrigation industry.
- Average of 30 years of experience in the green industry
- Degreed horticulturalist
- Masters of Business Administration



**American
Red Cross**
Training Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

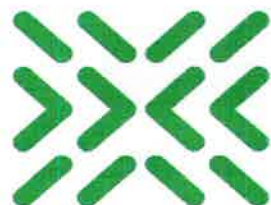


Temporary Traffic Control
(Maintenance of Traffic)
Training Handbook

OFFICE BY DESIGN - ROADWAY STANDARDS SECTION
JANUARY 2015
TALLAHASSEE, FLORIDA



FEMA



NATIONAL
ASSOCIATION OF
**LANDSCAPE
PROFESSIONALS**





FNGLA CERTIFICATIONS

Name: Luis Perez
Organization: BrightView Landscape Services
Organization Phone: 1-407-292-9600
Organization Email: www.brightview.com
Certification: FNGLA Certified Landscape Technician
Certified Since: 1/1/2007
Certification Expiration Date: 9/30/2020

Name: Larry Lentz
Organization: BrightView Landscape Services
Organization Phone: 1-813-994-2309
Organization Email: www.brightview.com
Certification: Florida Water Star Accredited Professional
Certified Since: 7/16/2014
Certification Expiration Date: 3/31/2022

Name: Humberto Guevarez
Organization: BrightView Landscape Services
Organization Phone: 1-407-292-9600
Organization Email: www.brightview.com
Certification: FNGLA Certified Landscape Technician
Certified Since: 9/15/2018
Certification Expiration Date: 9/30/2021

Name: Tyler Drew
Organization: BrightView Landscape Services
Organization Phone: 1-813-297-4695
Organization Email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 11/21/2018
Certification Expiration Date: 12/31/2021
Expiration Date: 9/30/2021

Name: Luke Facarazzo
Organization: Lukes' Landscaping, Inc.
Organization Phone: 1-954-431-1111
Organization Email: www.lukeslandscapinginc.com
Certification: FNGLA Certified Horticulture Professional
Certified Since: 1/5/2019
Certification Expiration Date: 12/31/2022

Name: Robert Marshall
Organization: BrightView Landscape Services
Organization Phone:
Organization Email:
Certification: FNGLA Certified Landscape Maintenance Technician
Certified Since: 10/1/2008
Certification Expiration Date: 12/31/2020

Name: Christian Martinez
Organization: BrightView Landscape Services
Organization Phone: 1-407-292-9600
Organization Email: www.brightview.com
Certification: FNGLA Certified Landscape Technician
Certified Since: 8/9/2014
Certification Expiration Date: 9/30/2020

Name: Daniel L. Kilmer
Organization: BrightView Landscape Services
Organization Phone: 1-703-444-1700
Organization Email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 9/29/2005
Certification Expiration Date: 12/31/2020

Name: Daniel L. Kilmer
Organization: BrightView Landscape Services
Organization Phone: 1-813-297-4695
Organization Email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 9/29/2005
Certification Expiration Date: 12/31/2020

Name: Tim Harris
Organization: BrightView Landscape Services
Organization Phone: 1-407-292-9600
Organization Email: www.brightview.com
Certification: FNGLA Certified Landscape Contractor
Certified Since: 11/5/1994
Certification

Name: Corine Ferre
Organization: BrightView Landscape Services
Organization Phone:
Organization Email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 1/15/2004
Certification Expiration Date: 3/31/2022

Name: Corine Ferre
Organization: BrightView Landscape Services
Organization Phone:
Organization Email:
Certification: FNGLA Certified Landscape Designer
Certified Since: 1/15/2004
Certification Expiration Date: 3/31/2022

Name: Carlos R Sanchez
Organization: BrightView Landscape Services
Organization Phone: 1-813-297-4695
Organization Email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 9/28/2018
Certification Expiration Date: 9/30/2021

Name: Carlos R Sanchez
Organization: BrightView Landscape Services
Organization Phone: 1-954-817-7587
Organization Email: www.brightview.com
Certification: FNGLA Certified Horticulture Professional
Certified Since: 9/28/2018
Certification Expiration Date: 9/30/20

Name: Anthony Napoleon
Organization: Lukes' Landscaping, Inc.
Organization Phone: 1-954-431-1111
Organization Email: www.lukeslandscapinginc.com
Certification: Florida Water Star Accredited Professional
Certified Since: 9/24/2015
Certification Expiration Date: 12/31/2021



FIRMS EXPERIENCE & PROJECT TEAM:

Your single point of contact: Senior Account Manager Carlos Sanchez. Carlos currently manages key accounts in East Dade County. Carlos has been involved in landscape management services within all of his responsibilities. Mr. Sanchez has been part of the BrightView family for over 10 years and has over 12 years experience in the industry.

Key Responsibilities: Carlos will be the main point of contact. He will oversee all the services being requested within our agreement

Biography: Carlos has over 12 years experience and is Certified in Green Industry Best Management Practices & Turf Grass which provides him the ability to better manage his teams and ultimately provide a product that exceeds



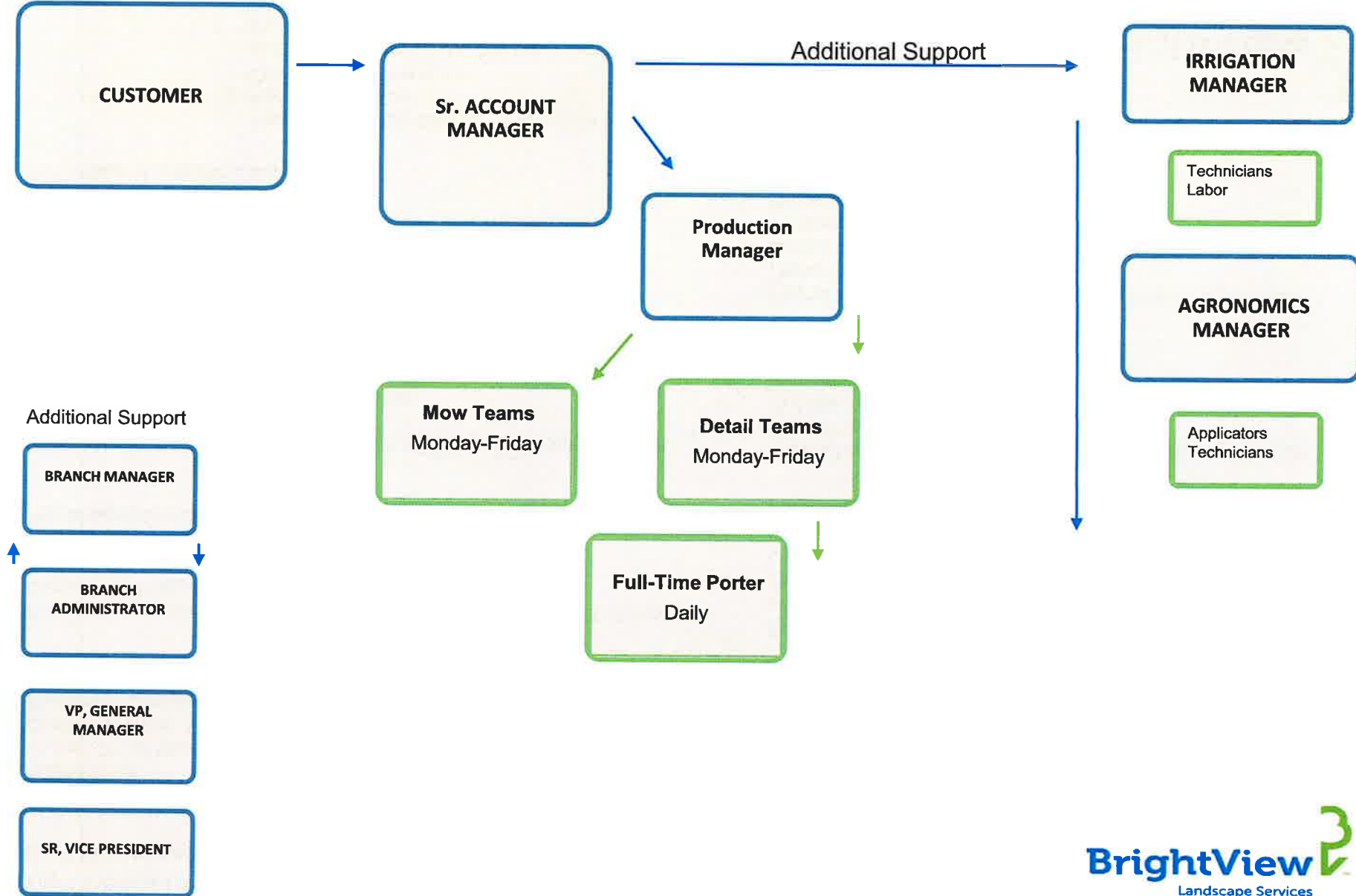
Sports Turf Manager: Branch Manager Peter Olmedo. Peter currently manages our municipal and sports field teams in S Florida. Mr. Olmedo has been part of the BrightView family for over 10 years and has over 15 years experience in the industry.

Key Responsibilities: Peter will oversee Carlos and his teams to ensure all the services we provide exceed expectation

Biography: Peter has over 15 years experience and is Certified in Green Industry Best Management Practices & Turf Grass which provides him the ability to better manage his teams and ultimately provide a product that exceeds



TEAM | COMMUNICATION FLOW CHART



CURRENT AND PRIOR EXPERIENCE

BrightView is the nation's leading commercial landscape company. We take pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.

Project Name: Right of ways, Medians, Facilities & Parks landscape Maintenance

Owner: City of Miramar

Contract Amount: \$250,000 (+)

Percentage complete: 100%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Boardwalks, Medians & Bumpouts

Owner: City of Miami Beach

Contract Amount: \$1,000,000 (+)

Percentage complete: 100%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas

Owner: Ocean Reef Community Association

Contract Amount: \$1,500,000 (+)

Percentage complete: 70%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Parks, Sports Turf

Owner: City of Weston

Contract Amount: \$800,000 (+)

Percentage complete: 40%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of ROW's, Biscayne Blvd, Parks, Sports Turf

Owner: City of Aventura

Contract Amount: \$2,000,000 (+)

Percentage complete: 50%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas of the POA

Owner: Harbor Islands POA

Contract Amount: \$1,400,000 (+)

Percentage complete: 50%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas of the Town

Owner: Town of Surfside

Contract Amount: \$400,000 (+)

Percentage complete: 90%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Parks, Sports Turf

Owner: Town of Miami Lakes

Contract Amount: \$400,000 (+)

Percentage complete: 60%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Parks, Sports Turf

Owner: Town of N Miami Beach

Contract Amount: \$400,000 (+)

Percentage complete: 70%

Percentage of subcontracted work: 0%



CURRENT AND PRIOR EXPERIENCE

BrightView is the nation's leading commercial landscape company. We take pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.

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THE SPORTSFIELD MANAGEMENT INTERVIEW: MURRAY COOK

MARCH 22, 2021

In this edition of the *SportsField Management* Interview, we meet Murray Cook, president of Brightview Sportsturf. With more than 40 years of professional sports field management, design and construction experience, he has gained a wealth of knowledge in the development of sport venues. He has consulted in more than 60 countries. Brightview Sportsturf is Major League Baseball's Official field consultant.

SportsField Management (SFM): You and I corresponded multiple times during 2020 regarding your work with the Field of Dreams. Sports field managers are accustomed to adjusting to unforeseen challenges, but nobody could have foreseen what 2020 had in store. What has the past year been like for you?



Cook: 2020 was challenging for everyone around the world – some more than others. Our hearts are heavy for all those who lost friends and family due to the virus. As you recall, we had almost completed the construction of the MLB field at the Field of Dreams movie site, and we were about a week out before the event was cancelled due to the pandemic. It was news no one wanted to hear, and all we could do was hope to play the game in 2021. Over the years, our industry has been challenged in sports and had to overcome various types of adversity. Last year we focused on keeping people safe while maintaining our fields and working with our clients. We will continue to do the same this year.

BrightView³
Landscape Services

COMPANY QUALIFICATIONS:

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire and Form CR, Client References. Proposer must also include a list of all public/private clients for the past two (2) years prior to the issuance of this RFP, and any relevant business licenses, including occupation, and Florida registration (Company certifications, not personal) and a copy of State Corporate or other proof from the State of Florida that Proposer is authorized to do business in this State.

STMA Members Prepare Field for Second Little League Classic

STMA, BrightView Partner to Create Major League Caliber Surface for BB&T Ballpark at Historic Bowman Field



SNews, Neighbor

Posted Tue, Aug 14, 2018 at 11:27 am ET

Reply



(LAWRENCE, Kan.) – Sports Turf Managers Association (STMA) – comprised of more than 2,700 professionals overseeing sports fields worldwide celebrates its members for their preparation and maintenance of BB&T Ballpark at



INSURANCE:

Proposer/Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE:MM/DD/YYYY 09/22/2022
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER Aon Risk Services Central, Inc. Philadelphia PA office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME PHONE (866) 283-7122 FAX (800) 363-0202 E-MAIL ADDRESS	INSURER(S) AFFORDING COVERAGE		
INSURED Brightview Landscape Services, Inc. Location #35090 6350 9th Street SW Vero Beach FL 32968 USA	INSURER A: ACE American Insurance Company 22667 INSURER B: American Guarantee & Liability Ins Co 26247 INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #		

Holder Identifier : BOO

COVERAGES		CERTIFICATE NUMBER: 570085422007		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested					
TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER <input checked="" type="checkbox"/> SUBJECT <input checked="" type="checkbox"/> LOC OTHER	XSLL47318397 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOUND \$5,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	ISA W1071333A	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Per accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIABILITY EXCESS LIMIT DROD RETENTION	MCS08596818	10/01/2022	10/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/BOARDER EXCLUDED (Excluded in 100) If so, describe any DESCRIPTION OF OPERATIONS below	WLC50667302 WC - AOS SCFC30687405 WC - WI	10/01/2022	10/01/2023	X PER STATUTE 100% E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-AS EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					

Certificate No : 570085422007

CANCELLATION	
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREON, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
BRIGHTVIEW LANDSCAPE 6350 9th Street SW Vero Beach, FL 32968	

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ACORD 25 (201603)

COMPANY AUTHORIZATIONS:

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire and Form CR, Client References. Proposer must also include a list of all public/private clients for the past two (2) years prior to the issuance of this RFP, and any relevant business licenses, including occupation, and Florida registration (Company certifications, not personal) and a copy of State Corporate or other proof from the State of Florida that Proposer is authorized to do business in this State.

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Filing Information

Document Number	K51636
FEM/EIN Number	95-4194223
Date Filed	12/15/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/21/2021
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 06/22/2016

Address Changed: 06/22/2016

Officer/Director Detail

Name & Address

Title Director

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title CEO

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title President

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Secretary

Kuehn, Tomas
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Senior Vice President

Gonzalez, Charles
980 Jolly Road
Suite 300
Blue Bell, PA 19422

An aerial photograph of a golf course. In the foreground, there's a large, light-colored sand trap. To the left, a golf clubhouse with a brown roof is visible, surrounded by palm trees and other vegetation. The background shows a winding river or lake, more golf course greenery, and some distant buildings. The overall scene is lush and green, typical of a well-maintained golf course.

BrightView Expertise

How We Can Help You

The information in its entirety is proprietary and confidential, used only for the purposes of considering the nature and scope of your business relationship with BrightView. The contents of this Response are not to be shared with any present or future service provider. Retention of this Response to Request for Information signifies your agreement to treat the information as confidential.

BrightView

KEY ELEMENTS TO A HEALTHY LANDSCAPE

254



NUTRITION



MLB CONSULTANT FOR FIELDS

255



Field of Dreams
Bowman Field for Little League World Series
Marlins Park
Petco Park
Estadio Latinoamericano in Havana, Cuba
Edgar Renteria Stadium
Barranquilla Colombia



QUALITY WORKMANSHIP

256





Quality Site Assessment

General Information

Property Name: Loews Miami Beach Hotel

Date: Thursday, October 07, 2021

Next Inspection Date: Sunday, November 07, 2021

Client Attendees: Oscar Cardona I

Brightview Attendees: James Rogers

CUSTOMER FOCUS AREA:

Front Fountain, Palm Court Way, Pool area, Cabanas and Americana Lawn.

CARRYOVER ITEMS (CheckBox = DONE): None Noted

MAINTENANCE ITEMS:

- 1) Spoke to on-site personal to blow the 2 lawns more often
- 2) Trim podocarpus on palm court
- 3) Clean plant beds if all debris in regular basis
- 4) Plant clusia from penthouse to planter on palm court
- 5) Trim brown fronds off palms along palm court
- 6) Trim fronds off Pygmy dates in front fountain area
- 7) Look for trash in plant beds everyday
- 8) Clean under ixoras out front south side
- 9) Again trash in beds along Collins ave must clean daily

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Need more baby sunrose for pots and palm court need 150 total
- 2) Replace ixoras in front of fountain front side need 12 -3-gal yellow

NOTES TO OWNER/CLIENT:

- 1) Pentas on palm court getting eating by iguanas
- 2) Irrigation on palm court still having issues with pressure I will resend proposal need repair to help with babysurose that is suffering
- 3) Grass out front getting burnt from cars parking over it

Quality Site Assessment

Podocarpus Trims
Spoke to on-site personal to blow the 2 lawns more often



[1/3]

Podocarpus Trims
Trim podocarpus on palm court



[2/3]

Podocarpus Trims
Clean plant beds if all debris in regular basis



[3/3]

Podocarpus Trims
Plant clusia from penthouse to planter on palm court



[4/3]

IRRIGATION LICENSE

259



Luis Acosta, Certified Irrigation Technician
BrightView Landscape Services
Fort Lauderdale, FL

David Prado, Certified Irrigation Technician
BrightView Landscape Services
Miami, FL

Miguel Carmona, Certified Irrigation Technician
BrightView Landscape Services
Miami, FL

Joey Malvaes, Certified Irrigation Technician
BrightView Landscape Services
Miami, FL

Licensee Information	Name:	VICTORIA, CARLOS MIGUEL (Primary Name)
	Main Address:	BRIGHTVIEW LANDSCAPE SERVICES, INC. (DBA Name)
	County:	8975 SOUTHWEST 198TH TERRACE MIAMI Florida 33157 DADE
	License Mailing:	
License Information	License Location:	4155 EAST MOWRY DRIVE HOMESTEAD FL 33033
	County:	DADE
	License Type:	Certified Plumbing Contractor
	Rank:	Cert Plumbing
Special Qualifications	License Number:	CFC1429383
	Status:	Current, Active
	Licensure Date:	09/17/2015
	Expires:	08/31/2022
Special Qualifications	Qualification Effective	
	Construction Business	09/17/2015



LICENSES & CERTIFICATIONS

- ATSSA Certified - Temporary Traffic Control Supervisor
- American Red Cross AED/CPR/ First Aid
- American Red Cross AED/CPR/ First Aid Instructor
- OSHA 10 Card – Construction Safety and Health
- FL Pesticide Applicator Certificate – Registered Tech
- VCLM – Excavation Safety – Competent Person Training
- VCLM – Forklift Safety – Trainer
- VCLM Fall Protection Training
- VCLM Fall Protection – Competent Person /Trainer
- Pesticide Applicator Certificate for Lawn and Ornamentals
- ISA Certified Arborist
- FL Licensed Tree Expert
- ISA Certified Arborist
- Certified Tree Risk Assessor
- Florida Certified Horticulturist
- Florida Certified Pesticide Applicator
- Certified Irrigation Contractor and Certified Landscape Irrigation Auditor by the Irrigation Association which is a national certifying body for the irrigation industry.
- Average of 30 years of experience in the green industry
- Degreed horticulturalist
- Masters of Business Administration



**American
Red Cross**
Training Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



**Temporary Traffic Control
(Maintenance of Traffic)
Training Handbook**

OFFICE OF DESIGN - ROADWAY STANDARDS SECTION
JANUARY 2015
TALLAHASSEE, FLORIDA



FEMA



**NATIONAL
ASSOCIATION OF
LANDSCAPE
PROFESSIONALS**



AVAILABILITY

With dozens of locations across Florida and more than 3500 employees in the state, we can dispatch labor, equipment and materials faster than other landscape service provider.

Recruitment; Currently BrightView has a dedicated recruiting Team involve in 30 Horticulture and Agriculture Colleges throughout the United States and Puerto Rico. Some of these schools include University of Florida, Ohio State, Auburn, Penn State, Mississippi State and the University of Puerto Rico. Our internship and success retaining these individuals is unparallel in the Industry. BrightView also sponsors Scholarships and Industry training through recognized and accredited Landscape Associations.

✓ Value Delivery:

BrightView takes a practical, customer-focused approach to delivering landscape services. We pride ourselves on:

•**Delivering on our promises.** Satisfying customers is at the core of everything BrightView does. BrightView is fanatic about measuring and improving the way it creates and delivers upon client expectations.

•**Personal service based upon specific client needs.** BrightView trains, empowers, and provides incentives to local managers to make the decisions necessary to service and completely satisfy our customers. We strive to fully understand the needs of our customers and to address those needs with a personal level of service.

•**Treating our customers' dollars as if they were our own.** BrightView leverages its scale and expertise to drive down labor and material expenses and passes those savings through to its customers.

•**Anticipating and resolving problems before they arise.** With 70+ years in the landscape industry, a highly tenured workforce, and the best training in the business, BrightView prides itself on bringing the right expertise to bear on landscape problems and resolving problems right the first time.

BrightView has an unrivalled reputation in the private and public sector working successfully with owners, builders, developers and property managers to reshape the national landscape.



- ✓ Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.



U.S. Citizenship
and Immigration
Services



LAWN & ORNAMENTAL LICENSES

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18589


FERRE, CORINE MARIE
1966 SE 23RD TER
HOMESTEAD, FL 33035

Categories
3, 6

Issued: December 6, 2019

Expires: December 31, 2023


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 407, F.S. to purchase and apply restricted use pesticides

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Instructor

Corine M. Ferre

T-GV10728-2  GV10728

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

5/2/22, 12:54 PM

Licensed Pesticide Applicator Detail

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name City, State
DUARTE, JONATHAN LAUDERDALE LAKES, FL

License No. License Status License Type:
LF258119 Normal Limited Urban Landscape
Commercial Fertilizer

License Categories

Original Issue Date Last Issue Date Expiration Date
4/14/2017 4/19/2021 4/14/2025

Company Name
BRIGHTVIEW LANDSCAPE SERVICES, INC

Agent Count: 0

5/2/22, 12:55 PM

Licensed Pesticide Applicator Detail

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name City, State
BEAUVAIS, JEAN MIRAMAR, FL

License No. License Status License Type:
JF238715 Normal Certified Pest Control Operator

License Categories
Lawn and Ornamental

Original Issue Date Last Issue Date Expiration Date
10/16/2015 4/8/2022 6/1/2023

Company Name
BRIGHTVIEW LANDSCAPING SERVICES INC

Agent Count: 0


BrightView
Landscape Services

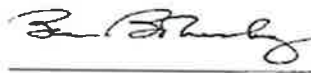
The mission of the Florida Nursery, Growers & Landscape Association is to promote
and protect the interests of Florida's nursery and landscape industry.

BrightView Landscape Services

is a member of the

Florida Nursery, Grower & Landscape Association

through 6/30/2022



Ben Bolusky, Executive Vice President



Member since 10/23/2007

Name: Corine Ferre
 Organization: BrightView Landscape Services
 Organization Phone: Call: 1-305-863-00251-305-863-0025
 Organization email: corine.ferre@brightview.com
 Certification: FNGLA Certified Horticulture Professional
 Certified Since: 1/15/2004
 Certification Expiration Date: 3/31/2025
 Additional Memberships: Affiliate Firm

Name: Corine Ferre
 Organization: BrightView Landscape Services
 Organization Phone:
 Organization Email:
 Certification: FNGLA Certified Landscape Designer
 Certified Since: 1/15/2004
 Certification Expiration Date: 3/31/2022

Name: Carlos Sanchez
 Organization: BrightView Landscapes
 Organization Phone: Call: 1-305-365-75741-305-365-7574
 Organization email:
 Certification: FNGLA Certified Horticulture Professional
 Certified Since: 9/28/2018
 Certification Expiration Date: 9/30/2024
 Additional Memberships:

Name: Terry Campbell
 Organization: Lukes' Landscaping, Inc.
 Organization Phone: Call: 1-954-431-11111-954-431-1111
 Organization email:
 Certification: Florida Water Star Accredited Professional
 Certified Since: 4/2/2019
 Certification Expiration Date: 6/30/2022
 Additional Memberships:

Name: Luke Facarazzo
 Organization: Lukes' Landscaping, Inc.
 Organization Phone: Call: 1-954-431-11111-954-431-1111
 Organization email:
 Certification: FNGLA Certified Horticulture Professional
 Certified Since: 1/5/2019
 Certification Expiration Date: 12/31/2022
 Additional Memberships:

Moses Johnny Edmond

State of Florida
 DEPARTMENT OF
 ENVIRONMENTAL PROTECTION

Moses Johnny Edmond

GV916539-1

Certificate #

GV916539

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
 TRAINING PROGRAM



ISA ARBORIST



Name: Corine M. Ferré
Address: 4155 E Mowry Dr
Homestead, FL 33033
Phone: (786) 999-4483
Email: corine.ferre@brightview.com



Certification is available to those who meet predetermined and standardized criteria for knowledge, skills, or competencies. The knowledge needed to pass a Certification assessment is learned through self-study and experience. The assessment is conducted independent of a specific class, course, or other training program. To retain the credential, certificants must meet requirements for renewal.



Name: Robert Vornbrock
Address: 121 SW 12th St
Pompano Beach, FL 33060
Phone: 561-239-2310
Email: Robert.Vornbrock@brightview.com

- ✓ Experience includes both instruction and assessment as part of the program
- ✓ Tests specific knowledge, skills, or competencies associated with learning outcomes
- ✓ Awards a Qualification only to those participants who meet the standards for performance, proficiency, or passing score
- ✓ Allows trainers to know and be familiar with the assessment questions
- ✓ Permits trainers to assess their own trainees, depending on the requirements of a given program
- ✓ Requires credential holders to retrain and retest at the end of a set period of validity, unless qualification is determined to be valid for life

Accredited Since 07/14/20



BrightView Tree Care Services
Hollywood



Account 107519

BRIGHTVIEW LANDSCAPE DEVELOPMENT INC

Receipt 182-250564

MAILING ADDRESS

BRIGHTVIEW LANDSCAPE DEVELOPMENT INC
24151 VENTURA BLVD
CALABASAS, CA 91302

[View](#)

Account 132537

BRIGHTVIEW LANDSCAPE SERVICES, INC

Receipt 189C-275685

MAILING ADDRESS

BRIGHTVIEW LANDSCAPE SERVICES, INC
4155 E MOWRY DR
HOMESTEAD, FL 33033

[View](#)

Account 65035

BRIGHTVIEW LANDSCAPE SERVICES

Receipt 324-9896

MAILING ADDRESS

BRIGHTVIEW LANDSCAPE SERVICES
24151 VENTURA BLVD
CALABASAS, CA 91302

[View](#)

Account 65936

BRIGHTVIEW LANDSCAPE DEVELOPMENT

Receipt 324-9949

MAILING ADDRESS

BRIGHTVIEW LANDSCAPE DEVELOPMENT INC
24151 VENTURA BLVD
CALABASAS, CA 91320

[View](#)



U.S. Citizenship
and Immigration
Services



EVALUATION CRITERIA FOR SERVICES

✓ Arborist License

✓ Quality Assurance Plan

✓ FNGLA Certified

✓ State & County Irrigation License

✓ Landscape Designers

✓ OSHA Certified

✓ Provide Landscape Renderings

✓ E-Verify Employer
Legal Citizens

✓ Dedicated Account
Manager

✓ Workmans Comp

✓ Provide Reports for
Tracking Services

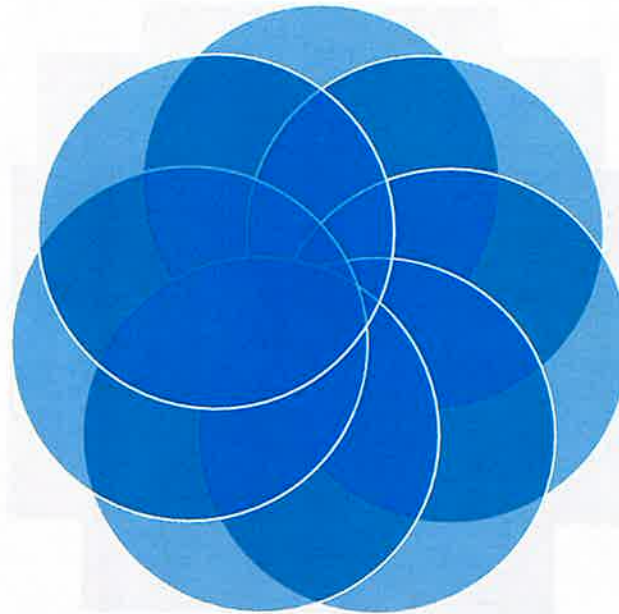
✓ Horticultural Degrees

✓ Provide Cloud-base
Software for Live
Look of Services

✓ CPR Certified

✓ Certified Pest Operator

✓ Best Management Practices Certified





The information in its entirety is proprietary and confidential, used only for the purposes of considering the nature and scope of your business relationship with BrightView. The contents of this Response are not to be shared with any present or future service provider. Retention of this Response to Request for Information signifies your agreement to treat the information as confidential.

COVER SHEET

VILLAGE OF KEY BISCAYNE

88 West McIntyre Street Key Biscayne, Florida 33149

REQUEST FOR PROPOSALS NO. 2023-07

COMPREHENSIVE LANDSCAPE AND PARKS MAINTENANCE SERVICES

Name of Proposer BrightView Landscape Services, Inc.		
Contact Person Carlos Sanchez and/or Craig Offut		
Address 8191 NW 84th Street		
City Medley	State FL	Zip Code 33166
Phone Number (305) 213-2892 and/or (954) 240-3746		
Email Address carlos.r.sanchez@brightview.com and/or craig.offutt1@brightview.com		

Type of services submitted by Proposer (check all that apply):

- ☒ Landscape Maintenance Area East
- ☒ Landscape Maintenance Area West



Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

Phone (305) 365-7577
procurement@keybiscayne.fl.gov
www.keybiscayne.fl.gov

EXHIBIT B FEE SCHEDULE

The CONTRACTOR offers the following prices for providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform Comprehensive Landscape Maintenance Services in accordance with the scope of work.

LANDSCAPE MAINTENANCE AREA EAST

Item	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
A1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$3,174.60	\$114,285.60
A2	Turf Disease and Pest Management	12	\$767.91	\$9,214.92
A3	Plant and Shrub Maintenance, 30 14-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	12 26	\$2,772.20	\$72,077.15
A4	Plant and Shrub Maintenance, 90 30-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	4 12	\$858	\$10,296
A5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$699.27	\$8,391.24
A6	Litter and Debris Control	365	\$197.41	\$72,054.50
A7	SUBTOTAL (Items 1 thru 6)			\$286,319.41
Item	Description of Task	Annual Estimate	% Markup (+) or Discount (-)	Total (=Annual Estimate x (1 (+/-) %))
A8	Tree and Plants (based on “Betrock’s PlantFinder – Wholesale Guide to Foliage and Ornamental Plants”)	\$75,000	+35%	\$101,250
A9	Miscellaneous building supplies and materials	\$5,000	+35%	\$6,750
A10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: “Wholesale.”	\$35,000	+35%	\$47,250
A11	Chemicals & Fertilizers	\$75,000	+35%	\$101,250
A12	SUBTOTAL (Items A8 thru A11)			\$256,500
A13	TOTAL (Item A7 +A12)			\$542,819.41
A14	PROFIT			\$45,660.59
GRAND TOTAL (Item A13+A14)				\$588,480



Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

Phone (305) 365-7577
procurement@keybiscayne.fl.gov
www.keybiscayne.fl.gov

FEE SCHEDULE

The CONTRACTOR offers the following prices for providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform Comprehensive Landscape Maintenance Services in accordance with the scope of work.

LANDSCAPE MAINTENANCE AREA WEST

Item	Description of Task	Number of Cycles/Year	Cost per Cycle	Annual Total
B1	Turf Mowing (including, but not limited to, edging, clean up and bush hog)	36	\$2,514.30	\$90,514.80
B2	Turf Disease and Pest Management	12	\$776.11	\$9,313.31
B3	Plant and Shrub Maintenance, 30 14-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	12 26	\$1,950.75	\$50,719.50
B4	Plant and Shrub Maintenance, 90 30-day cycle (including, but not limited to, shrubs, plants, hedges, small trees and palms <10ft)	4 12	\$1,647.30	\$19,767.60
B5	Irrigation Management (including, but not limited to, clock tests, settings, adjustments, and minor repairs)	12	\$703.65	\$8,443.83
B6	Litter and Debris Control	365	\$195.38	\$71,314.22
B7	SUBTOTAL (Items 1 thru 6)			\$250,073.26
Item	Description of Task	Annual Estimate	% Markup (+) or Discount (-)	Total (=Annual Estimate x (1 (+/-) %))
B8	Tree and Plants (based on “Betrock’s PlantFinder – Wholesale Guide to Foliage and Ornamental Plants”)	\$75,000	+35%	\$101,250
B9	Miscellaneous building supplies and materials	\$5,000	+35%	\$6,750
B10	Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: “Wholesale.”	\$35,000	+35%	\$47,250
B11	Chemicals & Fertilizers	\$75,000	+35%	\$101,250
B12	SUBTOTAL (Items B8 thru B11)			\$256,500
B13	TOTAL (Item B7 +B12)			\$506,573.26
B14	PROFIT			\$038,361.87
GRAND TOTAL (Item B13+B14)				\$544,935.13

Total Landscape Maintenance for East and West Area \$ \$1,133,415.13



VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 9th, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Work Order 2 for Development of the Resilient Infrastructure & Adaptation Program (RIAP), Integration and Implementation Plan

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute Work Order #2 with Black & Veatch, Inc. ("BV") pursuant to the competitively awarded contract for the Resilient Infrastructure Program Strategy (RIS) & Integrated Implementation Plan (RI3P) and Supporting Program Management & Execution project. The fee for the services to develop the Resilient Infrastructure Integration and Implementation Plan (RI3P) is an amount not to exceed \$1,381,631. Work Order #2 also includes the development of the Vulnerability Assessment (VA) Update. The VA is fully funded through a Resilient Florida planning grant in the amount of \$330,000. The remainder of the scope of work in Work Order #2 is funded through a Clean Water State Revolving planning loan in the amount of \$870,000 and the FY23 Adopted Budget, Capital Improvements Program, "Formulate and Promote Resilient Infrastructure Integration and Implementation Plan" in the amount of \$181,631. Work Order #2 will be executed over 10-months and will guide the Resilient Infrastructure and Adaptation Program (RIAP) for the next 10 to 15 years.

BACKGROUND

The Village is embarking on a comprehensive Resilient Infrastructure & Adaptation Program (RIAP) to mitigate projected environmental changes and to make the Village a stronger, more resilient and sustainable community. The RIAP is envisioned to be a ten-to-fifteen-year effort which will require coordinating numerous projects comprised of five lines of effort that will protect our shorelines, upgrade stormwater systems, improve roadways, underground utilities, and modify laws, policies, regulations, and standards. These projects will be organized by zones and will be phased over the 10-15 year program period.

To guide the RIAP, the Village envisions a three-step process, beginning with the recently completed program strategy to design and frame the effort. The next step, since completion of the resilience program strategy, involves critical Village directors working collaboratively with the program/construction manager (BV) to develop a comprehensive Resilient Infrastructure Integration and Implementation Plan (RI3P). The RI3P will steer the program for its entire life cycle to effectively sequence and execute all the projects in a geographically defined and



VILLAGE OF KEY BISCAYNE

prioritized manner. The RI3P will also directly support and complement the USACE shoreline protection efforts to safeguard the Village's oceanside and bayside shorelines.

The RI3P will be the detailed road map to drive the Village of Key Biscayne to a resilient end state for the environmental challenges projected for the 2050 to 2060 time frame. The 2050-2060 time horizon aligns with the design life of the infrastructure that is being upgraded. Once the RI3P is completed, the program/construction manager (BV) will manage the design and construction of the infrastructure upgrades as the Village's owners representative.

As part of the scope for developing the RI3P, the BV team working with Village staff, will update the Village's existing Vulnerability Assessment (VA) which is required by the State of Florida to access future grant funds from the Resilient Florida grant program. The Village secured a \$330,000 grant from the Resilient Florida program to complete the VA update. Elements of the RI3P and the VA overlap in scope, allowing the Village to utilize grant funding for more than one purpose. This "two-birds with one stone" approach is the reason for combining these tasks into one work order. The VA is anticipated to be developed in parallel with the RI3P and is expected to take approximately 5 to 6-months to complete.

We anticipate that the development of the RI3P will span ten months from Notice to Proceed and will be undertaken while the Village's stormwater design engineer completes the 30%-100% design of the K-8 stormwater basin and FPL, AT&T, and Comcast complete their designs for utility undergrounding in the K-8 (Zone 1) project area. Moving forward, all subsequent zones for which infrastructure improvement projects will be undertaken will proceed in a similar, unified and coordinated manner directed by the RI3P. The RI3P and itscore projects will be funded through a mix of approved capital funds, state revolving loan funds, grants, stormwater fees, General Obligation Bonds (GOB).

The not to exceed scope of work and hours per task (Exhibit "A") were negotiated aggressively by Village staff and are presented herein for approval by Council. Hours for each task involved in the RI3P development efforts are fair and reasonable. Additionally, this scope was developed on a time and materials basis not to exceed the estimated total cost for the work order.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BLACK AND VEATCH CORPORATION FOR THE PREPARATION AND CREATION OF THE RESILIENT INFRASTRUCTURE INTEGRATION AND IMPLEMENTATION PLAN (RI3P), PROGRAM MANAGEMENT PLAN, PROJECT MANAGEMENT INFORMATION SYSTEM, AND OTHER RELATED DELIVERABLES RELATING TO THE RESILIENT INFRASTRUCTURE AND ADAPTATION PROGRAM (RIAP) IN AN AMOUNT NOT TO EXCEED \$1,381,631; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 6, 2021, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2022-02 (“RFQ”) for professional engineering, project management, and related services (the “Services”) for the Resilient Infrastructure and Adaptation Program (RIAP) (“Program”); and

WHEREAS, on July 26, 2022, the Village Council adopted Resolution No. 2022-34, approving a continuing professional services agreement (the “Agreement”) with Black and Veatch Corporation (the “Consultant”) to perform the Services for the Program on a continuing basis; and

WHEREAS, the Consultant has provided a proposal, attached hereto as Exhibit “A” (the “Proposal”) to perform the Services for the preparation and creation of the Resilient Infrastructure Integration Implementation Plan (RI3P), the Program Management Plan, the Procore™ Project Management Information System, and other related deliverables relating to the Program (the “Project”); and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit “A” and the Agreement in an amount not to exceed \$1,381,631; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and

welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Authorization.** That the Village Council hereby authorizes the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement in an amount not to exceed \$1,381,631.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**Village of Key Biscayne
Resilient Infrastructure & Adaptation Program (RIAP)
Contract No. 2022-02
WORK ORDER No. 2
SCOPE OF WORK**

Statement of Work: Resilient Infrastructure Integration and Implementation Plan (RI3P)

The Village Key Biscayne's (VKB or alternately, "the Village") Resilient Infrastructure & Adaptation Program (RIAP) is a comprehensive infrastructure program aimed at enhancing the resilience and mitigating the vulnerabilities of this island community to various threats related to projected 2060 climate conditions.

Work Order No. 2 (WO2) authorizes CONSULTANT's Program Management support and the development of the RIAP's Resilient Infrastructure Integrated Implementation Plan (RI3P). WO2 will be implemented on a Time & Materials (T&M) Not-to-Exceed (NTE) basis to afford the Village with the flexibility it needs to address variable stakeholder project plans as well as VKB's emerging needs. WO2 will be executed under the terms agreed on the Continuous Professional Services Agreement executed on 11/15/2022 between the Village and CONSULTANT.

SECTION 1: PURPOSE AND INTENT

This Work Order covers the provision of Owner's-Representative-type Program Management services in support of the delivery of the RIAP. The intent of this scope is to provide the specialized and experienced labor, expertise and resources needed to support VKB in managing the RIAP as well as developing and implementing VKB's Resilient Infrastructure Integrated Implementation Plan (RI3P).

Technical Direction will be provided by VKB to assigned CONSULTANT professionals to guide the performance of the scope of this task. Technical direction includes direction that helps the CONSULTANT accomplish the activities under this Scope of Services, or comments on and approval of reports or other deliverables. Technical direction must be within the general scope of services of this Work Order, unless amended by mutual agreement.

In the performance of this Work Order, CONSULTANT is entitled to rely upon the accuracy of data and information provided by VKB, its stakeholders, its third-party Architectural & Engineering (A/E) consultants and its construction contractors. CONSULTANT's reviews of studies, reports, plans, specifications, Bills of Materials or construction documents are not intended or implied to relieve VKB's third-party A/E consultants from their professional and contractual obligations in part or in full; nor does CONSULTANT assume any part of the third-party A/E consultant's or construction contractor's responsibilities.

Labor resources identified and made available to VKB represent good faith estimates of the CONSULTANT's labor requirements for the performance of this Work Order. Should the labor requirements for CONSULTANT professionals assigned to VKB to work full-time exceed a normal 40-hour work week, CONSULTANT and VKB will re-evaluate the need for additional personnel within the NTE limits of this Work Order. Should changes in VKB's planning or new or otherwise unanticipated VKB needs emerge that require additional labor and expertise beyond the NTE of this Work Order, CONSULTANT will exert reasonable efforts to provision VKB with the requested labor and expertise subject to mutually agreed amendment of this scope of services and availability of funding. Operational expediency also warrants a reasonable level of CONSULTANT management oversight and administrative support to address existing VKB requirements, anticipate emerging needs and assure that requisite expertise and resources are identified and assigned when needed to support VKB's existing requirements and emerging needs with one single objective: execute the RIAP's RI3P in accordance with VKB's "dig once" philosophy. As such, the quantity and type of professionals and specific number of hours assigned to each professional are fungible within the NTE ceiling of this Work Order to provide the CONSULTANT with the flexibility needed to help VKB implement this Work Order in an agile and responsive manner.

SECTION 2: PROGRAM MANAGEMENT SUPPORT

CONSULTANT will assist the Village in managing the implementation of the RIAP. The CONSULTANT'S responsibilities for this Work Order may include, but are not limited, to the following:

- A. Review plans, studies, data, and other information provided by VKB related to the VKB CIP and/or the RIAP. The review will include an analysis of the Strategy document to understand and align existing resilience related capital improvement projects with goals, lines of effort (LOEs), and the "dig once" objective of the program. CONSULTANT will identify contact persons within each LOE-specific stakeholder's organization as the conduit from which to obtain VKB-relevant project planning data.
- B. Initiate the Resilient Infrastructure Integration & Implementation Plan (RI3P). CONSULTANT will engage and coordinate with VKB's major infrastructure proponents and stakeholders to discover their current state of VKB infrastructure planning and advance the Village's five proposed LOEs from the conceptual planning stage to a comprehensive portfolio of projects. Stakeholders for each Line of Effort (LOE) are included in **Exhibit A**. CONSULTANT will identify and inventory VKB and stakeholder project-specific plans and data in a master spreadsheet. CONSULTANT will assess the Resilient Infrastructure Integration & Implementation Plan (RI3P) project inventory to assess and identify perceived gaps in data provided by VKB's project proponents and/or stakeholders. CONSULTANT will identify potential new projects for the RI3P CIP resulting from the gap analysis. CONSULTANT will validate existing Opinions of Probable Construction Cost (OPCC) or perform new OPCCs at an AACE Class 5 OPCC level. Once defined, projects will be documented in RI3P Project Data Sheets. CONSULTANT will utilize its Portfolio Optimization and Project Scheduling tools to review the schedule and financial requirements of RI3P projects. The RI3P will be structured to maximize the Net-Present-Value (NPV) benefit for the overall portfolio of projects, with an emphasis on prioritizing projects that generate multiple benefits, calling for designs that allow for

adaptability in the future, and adhere to VKB's "dig once" approach. The "dig once" approach to bundling projects across LOEs is critically important in terms of minimizing disruption to VKB residents while upgrades are being constructed.

- C. Help the Village to identify any necessary easements needed to grant permission to the Village to use a portion of a private property for public use, such as a road or utility infrastructure. Should VKB require assistance negotiating the terms or purchase price of the acquisition, or require assistance developing easement agreements, CONSULTANT will recommend a specialty legal firm or land acquisition consultancy to help VKB obtain permission to use a portion of a private property for public use.
- D. Research alternative funding sources to leverage existing sources of VKB financing. CONSULTANT will identify specific elements of the selected projects that align with the objectives of the alternative funding programs.
- E. Develop a Village-level Finance Plan to identify how VKB sources of revenue could be leveraged to finance RIAP infrastructure investments. This plan will be scoped and funded through separate agreement between VKB and CONSULTANT's Global Advisory corporate entity, Black & Veatch Management Consulting LLC.
- F. Perform a Vulnerability Assessment compliant with State of Florida statute 380.093 and the grant received by the Village through the Resilient Florida Grant Program.
- G. Complete and periodically update the RI3P as specified in **Exhibit B** by integrating LOE-specific projects into project bundles that package individual projects across LOEs to "dig once" while optimizing schedule impacts & availability of funding and projected environmental vulnerabilities to create a fully synchronized 15-year RI3P with a phased implementation approach, funding guidelines, and projected resilience and adaptation outcomes for each geographic zone of VKB.
- H. Develop an RIAP Program Management Plan (PMP) and develop Standard Operating Procedures (SOPs) to document best practice and help guide consistency across all phases of program delivery. CONSULTANT will develop and document formal policies, processes and procedures in the PMP to enable the Village to deliver and manage preconstruction and construction projects to meet the requirements of the RIAP.
- I. As part of the PMP, CONSULTANT will develop a Quality Assurance/Quality Control (QA/QC) Plan to ensure RIAP projects are consistently implemented in conformance with contractual quality, schedule, and cost requirements.
- J. As part of the PMP, CONSULTANT will develop a Risk & Change Management Plan detailing the processes and tools to identify, document, investigate, monitor, and mitigate risks and develop value-engineering opportunities. The objective is to minimize changes orders and associated impacts to budget, schedule, performance and public relations at the project level through early identification of potential issues or opportunities and the application of principles and strategies to mitigate negative risks or maximize opportunities for VKB.
- K. As part of the PMP, CONSULTANT will develop a Program Performance Monitoring Plan, which will recommend and implement Key Performance Indicators (KPIs) to monitor program performance, measure progress of RI3P projects and document RIAP accomplishments. Some of the KPIs will include quantity / quality of work completed, budget & schedule adherence, and quality of delivery.

- L. As part of the PMP, CONSULTANT will develop a Communications Action Plan to identify audiences, stakeholders, and align public engagement and communications with the RI3P baselines schedule and milestones. CONSULTANT will support VKB's Public Information Officer (PIO) upon request up to the NTE for this Work Order. Such support will generally include development of multimedia presentations or communication materials to inform VKB residents and stakeholders of the progress of the RIAP and RI3P projects through Public meetings, council meetings, stakeholder meetings, news articles, conference presentations, etc. VKB Officials designated by VKB will serve as the public face of the CIP.
- M. Support VKB leadership to drive consistent adoption of the PMP and SOPs across the VKB organization. In practice, CONSULTANT will observe and identify existing best practices that are working well for VKB; revise and improve practices where warranted; identify and suggest new practices to include in VKB's PMP; and assist VKB leadership to propagate and adopt best practice across the organization to enhance VKB's institutional capability.
- N. Set-up and enter RI3P data into the RIAP Project Management Information System (PMIS), utilizing the CONSULTANT's Procore™ PMIS. Once set-up and running, the CONSULTANT will utilize the PMIS to manage document controls, contractor schedules, contractor Progress payments, RFI/CO/claims procedures, performance testing, record drawings, material testing, special inspections, site visits, and public outreach for RIAP design and construction projects. PMIS reports will be enhanced by PowerBI dashboards to create status reports for VKB. Additional PowerBI dashboards will be developed to be posted on a VKB web-site for public viewing.
- O. Assist the Village in identifying project permitting requirements, coordinating permitting efforts, and providing technical support during permit negotiations. CONSULTANT will update and maintain reporting systems used to document compliance with various permits. Project-specific permitting efforts will be led primarily by VKB's third-party A/E consultants.
- P. Prepare project-specific scopes of services for VKB to contract third-party A/E consultants for the development and permitting of engineering designs, studies, and other project-specific delivery tasks as determined in collaboration with the Village.
- Q. Manage the implementation of active/ongoing design projects or professional studies and work performed by third-party A/E consultants and construction contractors under contract with the Village throughout the project delivery life cycle, from project definition through startup and commissioning. This task may include Quality Assurance and Quality Control (QA/QC) measures, 30/60/90/100% plan and constructability reviews, and/or other Owner-representative responsibilities as deemed necessary or appropriate by the Village.
- R. Any other service not otherwise specified above when authorized by the Village Manager within the limits of the NTE amount of this Work Order.

SECTION 3: DELIVERABLES

CONSULTANT will produce plans, reports, studies, and deliverables as requested by VKB within the NTE limit of this Work Order. Specific deliverables listed in this Work Order include:

- The Resilient Infrastructure Integration and Implementation Plan (RI3P)
 - Working with the VKB Staff and based on available information, the consultant will create a preliminary benchmark RI3P and enter RI3P project data into a PMIS within six weeks following NTP
 - See **Exhibit B** for specifications
- RIAP Program Management Plan (PMP) and associated Standard Operating Procedures
- Procore™ Project Management Information System, fully loaded with available data to allow for easy monitoring, managing, controlling, and reporting.
- Routine reporting and other deliverables associated with the program

SECTION 4: DURATION

The scope of work detailed herein will be completed within six (6) months of receiving the official Notice-to-Proceed for this Work Order. Should efficient performance by the CONSULTANT result in remaining budget at the conclusion of the established duration, VKB will issue a No-Cost Time-Extension to extend the duration of this Work Order until such time as the budget is expended.

SECTION 5: BASIS OF COMPENSATION

A detailed Work Order Task-Based Budget is provided in **Exhibit D**. The fee for the scope of this Work Order is calculated based on the estimated resources and level of effort assigned to support completion of this Work Order. CONSULTANT shall perform the scope of work of this Work Order for a total Not-to-Exceed fee of **\$1,381,631.00 (one million three hundred eighty one thousand six hundred and thirty one dollars)** to be billed on an hourly basis at the job classification rates established in the Continuous Professional Services Agreement executed on 11/15/2022 between the Village and CONSULTANT, which is reproduced in the budget in **Exhibit D**.

EXHIBIT A
RIAP STAKEHOLDERS FOR EACH LINE OF EFFORT (LOE)

RIAP Stakeholders for each Line of Effort (LOE)

CONSULTANT will engage and coordinate with the following VKB stakeholders to identify discrete projects, scope elements, associated durations, and estimated costs as well as any stakeholder conditions that must be satisfied prior to commencing with design or construction.

1. Shoreline Protection

- i. Engage and coordinate with USACE to identify potential projects being considered for funding by USACE Jacksonville District, assess and respond to USACE requirements, provide any requested supporting documents or analysis, and facilitate their support of the bayside and oceanside shoreline protection Risk Management Feasibility Study.
- ii. Engage and coordinate with UM to identify potential offshore barrier development projects, FDEP for potential beach replacement projects, Miami-Dade County for potential Crandon Park projects, and the State of Florida FDEP for potential Bill Baggs Park projects.
- iii. Engage and coordinate with VKB and its coastal or shoreline protection design engineering consultants to identify and integrate their VKB-approved projects into the RI3P in relation to:
 1. Seawalls and living shorelines for protection from back bay effects
 2. Village north and south boundary protection westward of Crandon Blvd.

2. Stormwater System Upgrades

- i. Engage and coordinate with VKB Public Works, DERM, SAS, AbTech, SOP and the Village's stormwater design engineering consultants to identify and integrate their VKB-approved projects into the RI3P in relation to:
 1. Gray solutions
 2. Green solutions
 3. Water quality monitoring and solutions (BMP treatment trains)
 4. Outfall improvements
 5. Supporting land acquisition and easements

3. Roadway and Right-of-Way Improvements

- i. Engage and coordinate with VKB Public Works and the Village's third-party A/E stormwater engineering and roadway improvement consultants to:
 1. Identify and integrate their VKB-approved projects into the RI3P
 2. Identify potential materials to support stormwater and water quality solutions
 3. Assure design plans and specifications result in Village-wide complete streets that:
 - a. Integrate landscaping, shade and similar natural benefits into the designs
 - b. Respond to traffic flow and safety assessments performed as part of the Basis of Design
 - c. Incorporate street lighting

4. Address how the entire right-of-way can complement stormwater systems and water quality initiatives
5. Evaluate strategic initiatives taking into consideration FDEP green infrastructure best practices including potential conversion of roads into one way to expand rights-of-way for increased stormwater storage
6. Assess those designs are responsive to required elevations and changes in road configurations

4. Utility Resilience and Protection

- i. Coordinate with Florida Power & Light to
 1. Identify their existing electrical assets within the boundaries of the Village
 2. Assess their baseline requirements and technical options to convert from overhead underground facilities
 3. Integrate the ongoing design effort and their planned projects into the RI3P
 4. Foster a commitment to implement their projects in accordance with the RI3P
- ii. Coordinate with AT&T, Comcast and other telecommunications utilities to
 1. Identify their existing telecommunication and data network assets within the boundaries of VKB;
 2. Assess their baseline requirements and technical options to convert from overhead to underground facilities.
 3. Integrate design process and their planned projects into the RI3P
 4. Coordinate Telecom design / implementation with FPL efforts and reflect in the RI3P
 5. Foster a commitment to implement their projects in accordance with the RI3P
- iii. Engage and coordinate with the Miami-Dade Water & Sewer Department (WASD) to
 1. Identify their existing water and sewage system assets within the boundaries of VKB;
 2. Obtain and assess condition assessment data regarding the condition of their assets
 3. Integrate their planned projects (including network rehab, system upgrades and/or remaining septic tank to sewer line transitions) into the RI3P
 4. Foster a commitment to implement their projects in accordance with the RI3P through the creation of a standing Joint Powers Agreement (JPA) between VKB and WASD

5. Current Regulatory Assessment & Policy Readiness Measures

- i. Discuss regulatory compliance with the A/E consultants identified by VKB as leads for each LOE. Objective is to obtain their observations and recommendations about current and published future permitting requirements under each LOE, what permits are required for projects implemented under each LOE, and the individual requirements of each permit.

- ii. Review historical VKB documentation of permits and permit applications required to construct projects within the various LOE's.
- iii. Engage and coordinate with VKB Building, Zoning, & Planning Department and VKB's Chief Resilience Officer (CRO) to:
 - 1. Review and summarize existing VKB-approved seawall, living shoreline, native/resilient landscaping, base flood elevations data for inclusion into the RI3P.
 - 2. Review and summarize existing VKB building and zoning codes and regulations.
 - 3. Review and summarize existing requirements to integrate with the Miami-Dade County Local Mitigation Strategy (LMS)
 - 4. Review and summarize existing options under the National Flood Insurance Program in relation to actions which landowners or VKB may take to reduce floodplain management and insurance premiums.
 - 5. Develop a land acquisition and easement strategy.
- iv. Discuss regulatory compliance with VKB staff by conducting virtual interviews with VKB staff to identify and document current and future regulatory compliance requirements.
- v. Develop a project scoring and prioritization process for current regulatory risk and probable future rule changes.
- vi. Identify published anticipated regulatory changes (such as draft bills, proposed rule revisions, etc.) that would be applicable at each of the facilities based on rule changes or modifications known to the CONSULTANT.
- vii. Conduct a Regulatory Roundtable meeting, in person, with VKB, CONSULTANT, and other stakeholders to discuss environmental/permitting status and planning for published anticipated regulatory changes.
- viii. Review compiled findings with VKB via virtual meeting and include findings from the site visits/interviews, file review, and Regulatory Roundtable meeting.

EXHIBIT B
RI3P SPECIFICATIONS

RI3P SPECIFICATIONS

CONSULTANT will reflect the following sections in the development of the RI3P. CONSULTANT may change the order of items below within the draft and final RI3P in the interest of clarity.

1. Summary of Resilience Program and Capital Projects

- a. Introduction highlighting key messages from the RIAP Strategy Document to assure alignment of existing CIP with goals, lines of effort (LOEs) and “dig once” objective of the RIAP program
- b. Summary of key conclusions of plans, studies, reports, and project-specific information provided by VKB in relation to the existing VKB CIP and Resilience program.
- c. Narrative description of stakeholders and Village A/E consultant(s) within each LOE.
- d. List of projects identified by each stakeholder or Village A/E consultant(s), organized along the five LOEs.
- e. List of new projects proposed by the CONSULTANT to address needs along the five lines of effort.
- f. Narrative description of perceived gaps or deficiencies in information obtained from VKB stakeholders and A/E consultants
- g. Description of the process for RI3P Capital Prioritization, including the value criteria for evaluating projects, required data inputs and methodology to calculate Net Present Value (NPV) costs
- h. Sample project datasheet form used to help capture project specific-data and score projects
 - i. Should include fields for project name, project identification number, project site location, scope description, cost estimates, date of cost estimate, procurement (traditional or alternative delivery) recommendations, anticipated permitting requirements, land acquisition or easement needs, regulatory challenges, major milestones, decision points, etc.
- i. Summary of baseline financial projection using existing sources of revenue, sources of alternative funding, estimated expenses, projected into the future based on agreed upon assumptions. This plan will be scoped and funded through separate agreement between VKB and CONSULTANT’s Global Advisory corporate entity, Black & Veatch Management Consulting LLC.

2. Resilient Infrastructure Integration and Implementation Plan (RI3P)

- a. Outline integrated nature of the program and identify project bundles integrating the five LOEs.
- b. Describe forecasted stakeholder outreach and coordination requirements
- c. Identification of any additional studies or analysis required.
- d. Description of RIAP Project Management Information System (PMIS)
 - i. The RIAP PMIS utilizes CONSULTANT’s Procore™ PMIS to manage document controls, contractor schedules, contractor progress payments, RFI/CO/claims procedures, performance testing, record drawings, material

- testing, special inspections, site visits, and public outreach for RIAP design and construction projects
- e. Regulatory Environment
 - i. Summarize municipal regulations and policies.
 - ii. Recommend additional plans, studies, regulations, and policies.
 - iii. Recommended changes to municipal code, policies, to support Village-wide resiliency.
 - iv. Identification of external regulatory and policy conditions that impact RI3P.
- f. Resource Planning
 - i. Identify RIAP resource requirements for each project
 - Personnel/Roles
 - Level of Effort (Labor Demand Analysis)
 - Approximate Cost
 - Key Constraints (schedule, space, funding, sequencing requirements)
 - ii. Future Funding/Financial Resources Analysis
 - Develop an optimal financial scenario, reflecting the reasonable extent to which VKB can fully leverage available revenue sources to pay for projects over the RI3P (with distinction between internal sources of revenue and alternative sources of funding).
 - iii. Easement and Land Acquisition Strategy
 - Develop a land acquisition and easement strategy that aligns with the RI3P space requirements.
 - iv. Project Phasing Plan (RI3P Baseline)
 - Develop a baseline RI3P plan based on the information from sections a-f and applying the prioritization criteria. Once the projects are prioritized their execution will be divided in phases.
 - v. RI3P Baseline Schedule and Optimization
 - Identify project milestones and interdependencies – where are the bottlenecks and decision points? When must they take place or be completed?
 - Optimize program, sequence projects based on constraints and project information (cost, permitting, procurement, regulations)

3. Annexes / Additional Program Planning

- a. Risk & Opportunity Log with project-specific risks and associated mitigation measures identified
- b. Communications Action Plan
 - i. Identify audiences, stakeholders, and align public engagement and communications with program timeline.
 - ii. Public meetings, council meetings, stakeholder meetings, news articles, conference presentations, etc.
- c. Master Spreadsheet of Project-specific data, highlighting gaps or deficiencies in data provided by stakeholder or A/E consultants and identification of sources of data used to plug the gaps
- d. Compendium of project datasheets

EXHIBIT C
WORK ORDER POTENTIAL CONSULTANT ROLES

POTENTIAL CONSULTANT ROLES

The roles of the potential CONSULTANT participants and their functions under this Work Order are described below. Specific roles and associated levels of effort for each role are provided in **Exhibit D**. Additional roles may be required and utilized by CONSULTANT to perform the Work Order scope on a fungible basis within the Work Order's NTE.

- **Principal:** Working a few hours a month from CONSULTANT's local Home Office, CONSULTANT's Principal provides corporate oversight to make sure the team is properly resourced and help to establish critical success factors and define/select KPIs to measure performance.
- **Program Director:** Working as needed to support effective execution of this Work Order, the Program Director role helps organize CONSULTANT's Team and collaborates with VKB and CONSULTANT's Team for this Work Order. The role may include assignation of program resources, participation in planning meetings, sharing of lessons learned or best practice from other programs, Quality Control inspections, contract compliance as well as ensuring VKB's satisfaction with CONSULTANT's services and expertise.
- **Program Manager:** As CONSULTANT's holistic planner and operational leader of the program, the Program Manager leads the CONSULTANT Team's service delivery for this Work Order. Role includes overall operational and execution leadership and oversight, planning, VKB and stakeholder engagement, as well as leading the development of RIAP documents and reviewing RIAP deliverables. The role is accountable for VKB's day-to-day satisfaction with CONSULTANT's performance.
- **Internal Engineering Manager:** Responsible for CONSULTANT's internal financial and operational reporting to CONSULTANT's Sr. leadership, compliance with CONSULTANT's internal policies and procedures, and overall financial management of this Work Order.
- **Program Design Manager:** Leads planning, design, permitting and tender support for assigned projects. Prepares project-specific scopes of services for VKB to contract third-party A/E consultants for the development and permitting of engineering designs, studies, and other project-specific delivery tasks as determined in collaboration with the Village.
- **Design Discipline Technical Reviewers:** Conduct project-specific independent plan reviews of VKB-contracted A/E plans, specifications and cost estimates at the 30/60/90 design review stages.
- **Cost Estimators:** Validate stakeholder cost estimates by providing independent AACE Class 5 OPCCs (planning level cost estimates) of design and construction projects; will also conduct reviews of VKB-contracted A/E cost estimates at the 30/60/90/100 design review stages.
- **Permitting Specialist:** Estimates project permitting requirements in support of RI3P development and at the project scoping stage. Provides permitting reviews of projects at the 30% and 60% design stages to define and support achievement of required

permitting requirements on a project-specific basis.

- Construction Manager: Participates in project scope planning and performs constructability and operability reviews at the 30/60/90 design review stages.
- Program Analytics Expert: Works in tandem with the Program Manager and the RI3P development team to develop the Program Analytics Plan, set-up and implement the RIAP PMIS, develop PowerBI dashboards and integrate across multiple data sources to provide on demand dynamic reporting to help VKB and its residents visualize and monitor the performance of the RIAP.
- Project Controls / Scheduling Specialist: Supports the Program Manager and collaborates with the RI3P development team to produce and maintain RI3P baseline schedules in Primavera P6 to document and forecast the schedule performance of projects under VKB's CIP. Meets weekly with Program Team to conduct Earned-to-Date versus Budget value analysis to assure financial controls of CONSULTANT's and subconsultants' performance. Manages the monthly Risk & Opportunity review process.
- Subcontracting Specialist: Develops and issues subcontracts and subcontract scopes in compliance with the CONSULTANT's master agreement.
- Project Engineer: Supports VKB and the Program Manager by providing technical and operational support across the program.
- Assistant Office Engineer: Entry level engineering role to support Program planning, design management, permitting, and procurement.
- Office Assistant: Support the Program and VKB as needed to support program implementation, monthly reporting and ad hoc requests for general support related to document production.
- Financial Analyst: Provides requisite accounting and financial reporting support, including review of subconsultant invoices and production of CONSULTANT's invoices.
- PMP and SOP Technical Experts: Evaluate VKB's existing project management plans and processes, discuss initial findings with VKB Leadership and recommend an appropriate course of action to complete VKB's PMP to enhance its usefulness. Build on Team findings in collaboration with VKB Leadership to develop standardized core processes, tools, and systems across the RIAP for inclusion in the PMP.
- Sr. Technical Specialist: Subject Matter Experts to provide assistance from the CONSULTANT's Offices with any subject matter expertise needed in relation to the RIAP or its various lines of effort.
- Technical Specialist: Subject Matter Specialists to provide assistance from the CONSULTANT's Offices with any subject matter expertise needed in relation to the RIAP or its various lines of effort.

EXHIBIT D
WORK ORDER TIME PHASED BUDGET



BLACK & VEATCH
Building a world of difference.®

Village of Key Biscayne, RESILIENT INFRASTRUCTURE PROGRAM
Work Order No. 2: Program Strategy Development

TIME-PHASED BUDGET

Date: April 25, 2023

CONFIDENTIAL / RESERVED FROM PUBLIC RELEASE

1. PROPOSED POSITIONS, RATES, LOE SCHEDULE & BUDGET						MAX FTE NTE/MON (Hours):						Subtotal Hrs	Grand Total
						176	168	184	168	176	176	1048	
						Estimated LOE (Hrs) in Months Post-NTP						6768	\$ 1,381,631.00
Team	Functional Role	Job Bill Rate Classification	Professional	Employer	HOURLY BILLING RATES	Jun	Jul	Aug	Sep	Oct	Nov	Subtotal Hrs	Total \$\$\$
a. Program Management Delivery	Lead Program Manager	Lead Program Manager	Ghany, Aleem	B&V	\$ 295.00	106	101	110	101	106	106	630	\$ 185,850.00
a. Program Management Delivery	Sr. Tech Spclst (Program Quality)	Senior Technical Specialist	Moseley, Charles Joseph	B&V	\$ 271.00	18	17	18	17	18	18	106	\$ 28,726.00
a. Program Management Delivery	Sr. PM (Program QC)	Senior Project Manager	Gala Serra, Pablo	B&V	\$ 240.00	8	8	8	8	8	8	48	\$ 11,520.00
a. Program Management Delivery	Project Administrator (Financial)	Program Administrator	Majok, Vivian N	B&V	\$ 110.00	12	12	12	12	12	10	70	\$ 7,700.00
a. Program Management Delivery	Project Eng. (Program Support)	Project Engineer/Architect/Scientist	Sanchez-Pinto Barrera, Julian	B&V	\$ 150.00	106	101	110	101	106	106	630	\$ 94,500.00
a. Program Management Delivery	Design & Constructability Peer Review Team	Construction Manager	DSN Peer Reviewers	B&V	\$ 215.00	80	—	—	—	80	—	160	\$ 34,400.00
a. Program Management Delivery	Sr. Project Engineer/Scientist	Senior Project Engineer/Architect/Scientist	BRIZ Bogdanoff, Alec	BRIZ	\$ 180.00	120	140	140	110	—	—	510	\$ 91,800.00
a. Program Management Delivery	Sr. Engagement Outreach Specialist (Erica)	Senior Engagement/Outreach Specialist	BRIZ TBD	BRIZ	\$ 110.00	40	60	60	60	16	16	252	\$ 27,720.00
a. Program Management Delivery	Engagement Outreach Specialist (Jonathan & Erin)	Engagement/Outreach Specialist	BRIZ TBD	BRIZ	\$ 75.00	80	80	60	60	16	16	312	\$ 23,400.00
a. Program Management Delivery	Document Controls & General Support	Designer	300E Montano, Jhonny TBD	300 FNG	\$ 112.00	16	20	80	24	—	—	140	\$ 15,680.00
a. Program Management Delivery	Subcontracts Office - Mid-level	Senior Project Manager	Rucker, Thomas	B&V	\$ 240.00	16	4	4	4	4	4	36	\$ 8,640.00
b. Oversight & Support	Principle-in-Charge	Program Director	Frias, Rafael E.	B&V	\$ 266.00	2	2	2	2	2	2	12	\$ 3,192.00
b. Oversight & Support	Client Service Director	Lead Program Manager	Burbano, Arturo	B&V	\$ 295.00	18	17	18	17	18	18	106	\$ 31,270.00
c. Program Analytics & PMIS	Program Analytics Expert	Lead Program Manager	Cabrera-Marini, Rafael J	B&V	\$ 295.00	60	40	40	40	40	40	260	\$ 76,700.00
c. Program Analytics & PMIS	Sr. Tech Spclst (Program Controls)	Senior Program Controls	Crowwait, Martie	B&V	\$ 195.00	40	40	40	40	40	40	240	\$ 46,800.00
c. Program Analytics & PMIS	Sr. Program Controls (Internal EM)	Engineering/Architectural Manager	EM TBD	B&V	\$ 190.00	4	4	4	4	4	4	24	\$ 4,560.00
d. RI3P Project Development	Sr. Tech Spclst (USACE)	Senior Technical Specialist	Hancock, Richard A	B&V	\$ 271.00	20	16	16	16	—	—	68	\$ 18,428.00
d. RI3P Project Development	Sr. Cost Estimator	Senior Cost Estimator	Bednar, Todd	B&V	\$ 225.00	—	40	80	80	80	40	320	\$ 72,000.00
d. RI3P Project Development	Resiliency Expert	Senior Technical Specialist	M&N Cardocho, Lynette	Mohatt & Nichol	\$ 271.00	60	60	60	40	40	40	300	\$ 81,300.00
d. RI3P Project Development	Coastal Resiliency Expert	Technical Specialist	M&N Blankenship, Tim	Mohatt & Nichol	\$ 252.00	60	60	60	—	—	—	180	\$ 45,360.00
d. RI3P Project Development	Staff Engineer/Architect/Scientist	Designer	M&N Jr. Staff TBD	Mohatt & Nichol	\$ 112.00	120	160	160	160	—	—	600	\$ 67,200.00
d. RI3P Project Development	GIS & Web Development	GIS Specialist	BRIZ Blanchard, Evan	BRIZ	\$ 135.00	22	40	40	40	8	8	158	\$ 21,330.00

1. PROPOSED POSITIONS, RATES, LOE SCHEDULE & BUDGET						176	168	184	168	176	176	1048	Grand Total
						Estimated LOE (Hrs) in Months Post-NTP						6768	\$ 1,381,631.00
Team	Functional Role	Job Bill Rate Classification	Professional	Employer	HOURLY BILLING RATES	Jun	Jul	Aug	Sep	Oct	Nov	Subtotal Hrs	Total \$\$\$
d. RI3P Project Development	Staff Engineer/Scientist	Staff Engineer/Architect/Scientist	BRIZ TBD	BRIZ	\$ 122.00	—	—	40	—	—	—	40	\$ 4,880.00
d. RI3P Project Development	Document Controls & General Support	Senior Technical Specialist	300E Torrealba, Franklin	300 ENG	\$ 271.00	16	4	8	—	—	—	28	\$ 7,588.00
d. RI3P Project Development	Permitting & Easements Specialist	Senior Project Manager	300E Davalos, Paola	300 ENG	\$ 240.00	16	20	60	12	—	—	108	\$ 25,920.00
d. RI3P Project Development	Underground Conversion Spclst	Construction Manager	HPF Assoc. Abbott, Paul	HPF Associates	\$ 215.00	40	60	60	50	—	—	210	\$ 45,150.00
d. RI3P Project Development	Sr. Tech Spclst (CIP Planning QC)	Senior Technical Specialist	Williams, William D	B&V	\$ 271.00	4	4	4	4	—	—	16	\$ 4,336.00
d. RI3P Project Development	Tech Spclst (CIP Planner)	Technical Specialist	Ozman, Ahmet N	B&V	\$ 252.00	40	40	32	32	—	—	144	\$ 36,288.00
d. RI3P Project Development	Sr. PM (CIP Planner)	Senior Project Manager	Powis, Mathew P.	B&V	\$ 240.00	48	44	64	64	—	—	220	\$ 52,800.00
d. RI3P Project Development	Sr. Proj Eng. (CIP Planner)	Senior Project Engineer/Architect/Scientist	Rhine, Paul P	B&V	\$ 180.00	120	120	120	120	—	—	480	\$ 86,400.00
d. RI3P Project Development	PM (Land Services Support Pool)	Project Manager	Land TBD	B&V	\$ 210.00	—	16	24	24	24	24	112	\$ 23,520.00
e. Alternative Funding Evaluation	Sr. Tech Spclst (FED Alt. Financing)	Senior Technical Specialist	McCann, Francesca	B&V	\$ 271.00	4	6	10	10	—	—	30	\$ 8,130.00
e. Alternative Funding Evaluation	Sr. Tech Spclst (FL Alt. Financing)	Senior Technical Specialist	Bryant, Thomas	B&V	\$ 271.00	4	6	10	10	—	—	30	\$ 8,130.00
e. Alternative Funding Evaluation	Sr. PM (Alt. Financing)	Senior Project Manager	Crane, Melissa Marie	B&V	\$ 240.00	4	12	22	20	—	—	58	\$ 13,920.00
e. Alternative Funding Evaluation	Sr. PM (Alt. Financing)	Senior Project Manager	Rolli, Cynthia	B&V	\$ 240.00	4	12	16	18	—	—	50	\$ 12,000.00
e. Alternative Funding Evaluation	PM (FOEP Alt. Financing)	Project Manager	Coyne, Kevin	B&V	\$ 210.00	4	8	20	24	24	—	80	\$ 16,800.00
						1312	1374	1612	1324	646	500	6768	\$ 1,343,938.00
Other Direct Expenses													\$ 37,693.00
GRAND TOTAL													\$ 1,381,631.00



VILLAGE OF KEY BISCAYNE

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Brett G. Moss

Edward London

Allison McCormick

Oscar Sardiñas

Fernando A. Vazquez

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: May 9, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Letter of Intent to purchase two new Rescue Trucks from Ten-8 Fire & Safety, LLC

RECOMMENDATION

I recommend that Village Council approve a resolution authorizing the Village Manager to immediately issue a letter of intent to purchase two new rescue vehicles from Ten-8 Fire and Safety, LLC contingent on Council approving the item in the FY24 CIP Budget.

BACKGROUND

The Fire Rescue Department requires two new rescue units to ensure reliable and safe emergency response and transportation for the Village. The rescue units will be used for advanced life support response, providing critical medical care and transportation for residents and visitors in need. The current ambulances are over 11 years old experiencing frequent mechanical failures resulting in extended periods of downtime, which impacts the Department's ability to provide timely and efficient emergency medical services.

Unit	Milage	Out of Service Time	Out of service days
KR1	63,000	43%	158
KR2	56,000	35%	129

Furthermore, the ambulances are frequently out of service due to maintenance issues, which leads to decreased availability of emergency services. Replacing these outdated vehicles will ensure that our Fire Rescue Department maintains the highest level of safety, reliability for our community and meets the Village fleet replacement policy approved in resolution 2019-6. (reference exhibit A). Within this policy, Fire Rescue vehicles are to be replaced every 7 years or 150,000 miles.

Immediate action is required to reserve the necessary chassis on which the new units will be built. The current wait time to access a chassis is 12 months, in addition to the 12-month build time. Any delays will compromise the Village's ability to provide timely emergency response



VILLAGE OF KEY BISCAYNE

services, which could jeopardize the safety of our community.

The projected cost for both vehicles is \$1,140,000 (or \$570,000 per unit). The purchase requirement will be proposed to be funded in the FY24 CIP Budget.

The impact if the replacement vehicles are not funded includes:

- Increased risk to public safety: Failure to replace outdated rescue trucks increases the risk of mechanical breakdowns, which can delay response times and lead to more severe injury/illness or loss of life.
- Decreased reliability: The continued use of outdated rescue trucks results in decreased reliability, which leads to unacceptable response times and decreased availability of emergency services.
- Longer wait times for new trucks: The lead time for building and delivering new rescue trucks is significant. Waiting too long to replace the outdated trucks could result in longer wait times for new trucks to arrive, further impacting the reliability and availability of emergency services.
- Cost increases: Taking advantage of current rates is a benefit to the Village.

It is recommended that Village Council waive the competitive bidding procedures pursuant to section 2-85 of the Village Code of Ordinances:

1. As it is impractical to issue a bid due to the fact that the Florida Sheriff's Association has already bid this contract and the Village of Key Biscayne is receiving similar terms and conditions (reference attached Ten-8 proposal)
2. To ensure that the rescue units are similar to the vehicles utilized by the City of Miami Fire Department as maintaining consistency is critical in ensuring seamless continuity of services.

The trade-in value of the current ambulances is estimated to be \$20,000 to \$30,000 each, which can be applied to offset the cost of the new ambulances.

In summary, staff recommends issuing an immediate letter of intent to purchase 2 rescue vehicles contingent on the Council's FY24 Budget approval to ensure the Key Biscayne Fire Rescue Department continues to provide reliable emergency response services to the community.

RESOLUTION NO. 2019-6

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING A FLEET REPLACEMENT POLICY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") recognizes that the Village's fleet of vehicles and motorized equipment (the "Fleet") is essential for the efficient delivery of services to its residents and visitors; and

WHEREAS, the Village wishes to ensure its Fleet is reliable, available when needed, and appropriate for tasks required to support the Village's operations; and

WHEREAS, the Village Council wishes to adopt a Fleet Replacement Policy (the "Policy") to provide procedures for the replacement of the Village's Fleet; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Adoption and Approval of the Policy. The Village Council hereby approves and adopts the Policy as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 3. Implementation. The Village Council authorizes the Village Manager to take all action reasonably necessary to implement and enforce the Policy and the purpose and intent of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 15th day of January, 2019.

ATTEST:


JENNIFER MEDINA, CMC
VILLAGE CLERK




MICHAEL W. DAVEY, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


VILLAGE ATTORNEY

Exhibit "A"

**VILLAGE OF KEY BISCAYNE
FLEET REPLACEMENT POLICY**

Village of Key Biscayne

Fleet Management Policy

Version: 4 – 1/8/2019

The purpose of this policy is to establish standards and procedures for the replacement of the Village's vehicles and motorized equipment (the "Fleet") at lifecycles intended to minimize life-cycle costs and maximize the performance of the Fleet.

The Village's Fleet is essential for the efficient delivery of services to residents and visitors. Consequently, a primary focus of this policy is to ensure vehicles are reliable, available when needed, and appropriate for the tasks required to support the Village's operations.

The following general replacement cycles will be applied to plan for the replacement of vehicles and equipment:

Type	Years		Mileage/Use
Cars	7	or	100,000
Police/Fire Cars	7	or	100,000
Pickups, Vans, SUVs	10	or	100,000
Trucks/Buses	10	or	125,000
ATVs	5	or	NA
Equipment, trailers, boats	10	or	NA
Rescue Trucks (Ambulances)	7	or	150,000
Fire Apparatus (Pumpers)	10	or	NA
Fire Apparatus (Ladders)	12	or	NA

Replacement cycles are set to comply with generally accepted best management practices adopted by other Florida municipalities. Note that the cycle for fire apparatus' are shorter than in many cities (10 to 12 years vs 12 to 15 years) in recognition of the fact

that the Village has no spare fire apparatus which produces significant cost savings, yet also raises associated risks.

The Village's fleet manager will maintain a long term financial plan to support the Village's annual appropriation for fleet replacement. The plan will apply the replacement cycles in the above table to updated replacement cost estimates. Significant peaks and valleys in funding needs will be leveled by reducing or accelerating the replacement of individual units to produce budgets that are relatively predictable and consistent.

Once funding is approved in annual budgets, the Village's designated fleet manager will assess each vehicle in the fleet and develop a prioritized list of the units consistent with the Policy. Factors considered will include, but are not limited to the following: how critical units are to a department's mission; the availability of spares; and the unit's age, mileage, condition, reliability, and repair costs.

Vehicles are tools that help the Village efficiently serve the community. Therefore, replacement vehicle types will be matched to the job that needs to be performed. The utility of vehicles will be the primary focus in selecting the type of vehicles to purchase including safe and functional operating capabilities; requirements to meet specific job demands (such as towing, operating off road, ground clearance, transporting heavy payloads); or performing law enforcement or fire services duties. Preference will be given to vehicles that have proven reliability, fuel economy, and resale value. Optional equipment will be limited to items that extend functionality and utility.

The Village is focused on lowering its carbon footprint. Therefore, vehicle types purchased will be the minimum size required to do the intended job. Preference will be given to vehicle types that maximize fuel economy and minimize tailpipe emissions so long as doing so does not compromise the utility of vehicles or materially increase costs.

Once vehicles are replaced, they will be removed from service and sold or otherwise disposed of. Retention of replaced vehicles will generally not be approved except by written approval from the Village Manager to meet a specific purpose (such as for a short-term special project or to temporarily replace a vehicle that is not economical to repair) and then only for a period not exceeding 3 months without the Village Manager's reapproval.

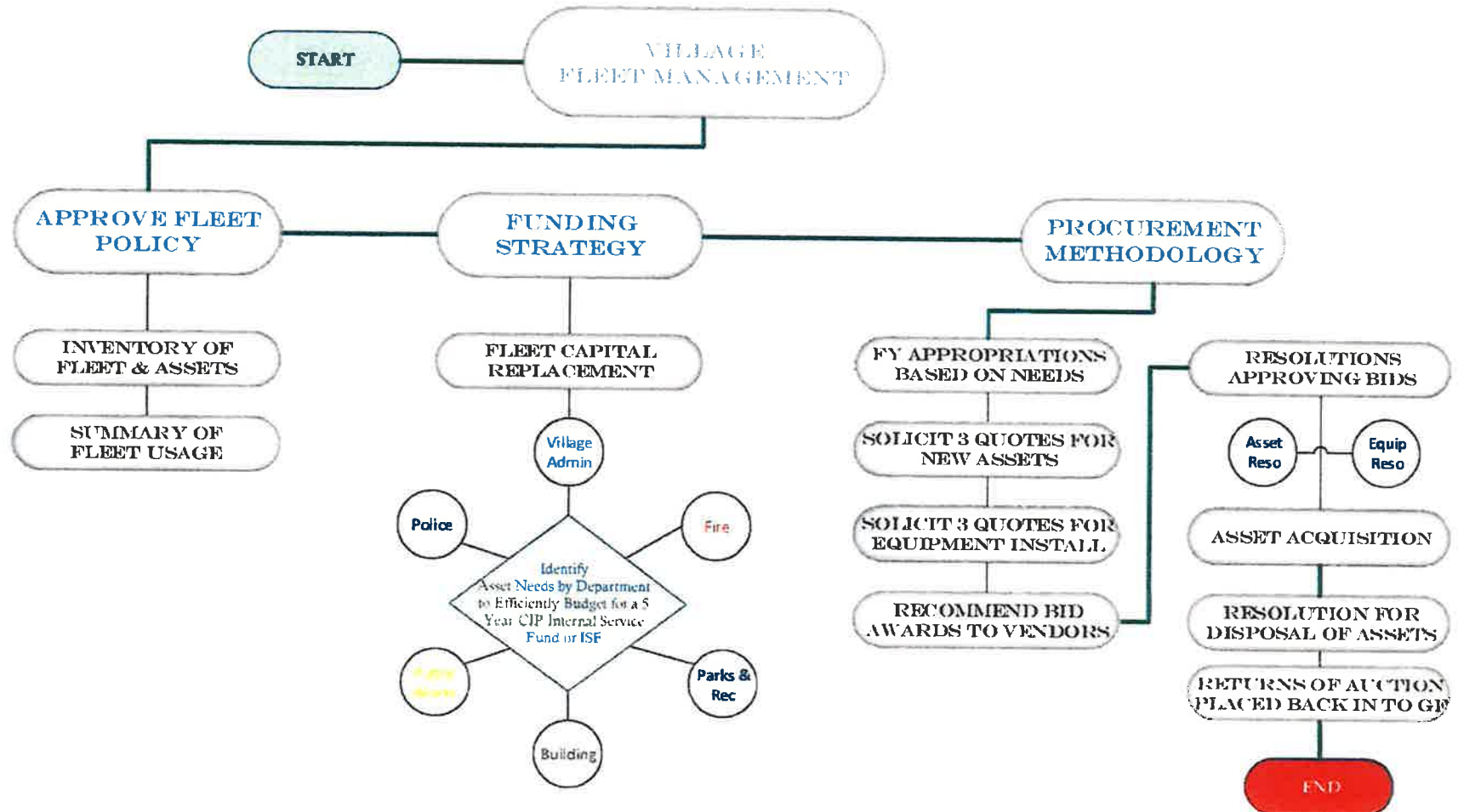
VILLAGE OF KEY BISCA YNE



FLEET MANAGEMENT



VILLAGE OF KEY BISCAYNE



FLEET CAPITAL REPLACEMENT POLICY



VILLAGE OF KEY BISCAIYNE



VILLAGE ADMINISTRATION VEHICLES



700
2017
Ford
Explorer



003
2010 Ford
Expedition

BUILDING & ZONING CODE VEHICLES



BZP1701
2017
Ford
C Max Hybrid

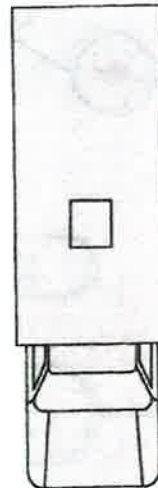


BZP1702
2017
Ford
C Max Hybrid

PARKS & RECREATIONS VEHICLES



PR701
2007 Ford
Sports Trac



PR1702
2017 Ford
Odyssey Bus

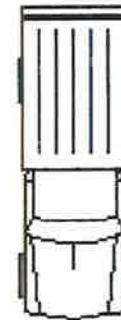


PR801
2008
John Deere
Gator TX 2WD

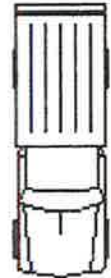


PR1701
2017
John Deere
Gator TH 6X4

PUBLIC WORKS VEHICLES



PW1401
2014 Ford
F250 P/U



PW1701
2017 Ford
F150 P/U



PW1301
2013 Club
Carryall 295



PW1801
2018
John Deere
XUV825 S4

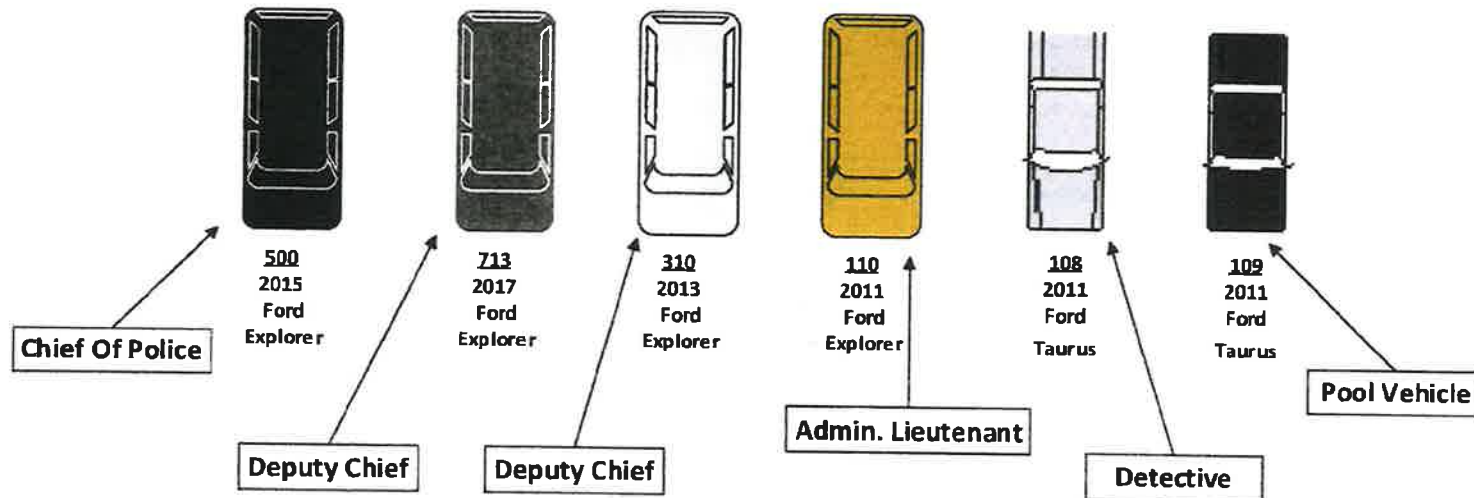
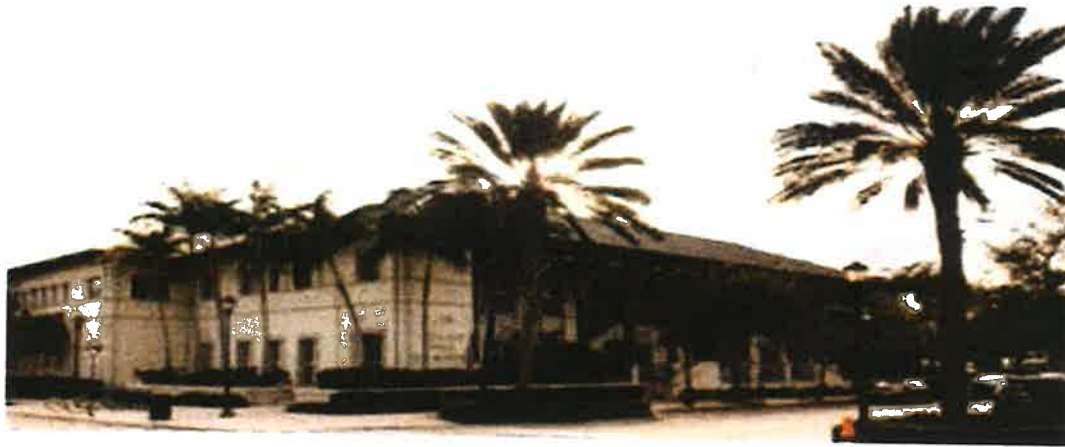


PW1302
2013 CAT
TH255c

MUNICIPAL VEHICLES



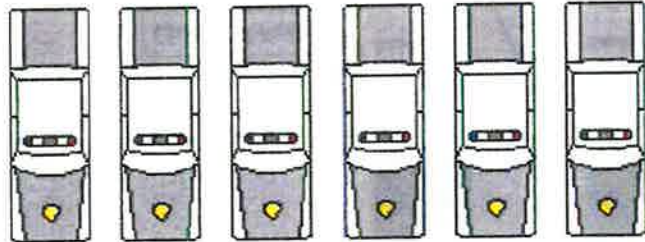
KEY BISCAIYNE POLICE DEPARTMENT



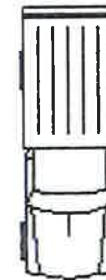
UNMARKED POLICE EMERGENCY RESPONSE VEHICLES



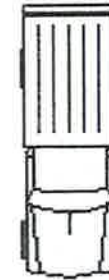
KEY BISCAIYNE POLICE DEPARTMENT



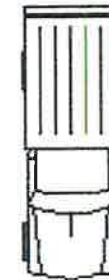
701 2007 Ford Crown Victoria	903 2009 Ford Crown Victoria	002 2010 Ford Crown Victoria	007 2010 Ford Crown Victoria	008 2010 Ford Crown Victoria	100 2011 Ford Crown Victoria
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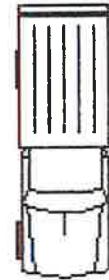
001
2010 Ford
F150 P/U



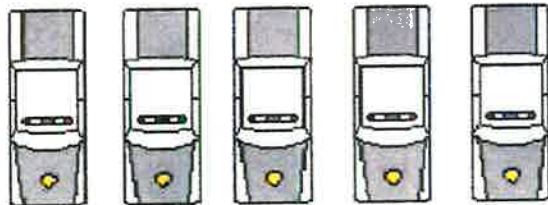
102
2011 Ford
F150 P/U



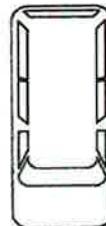
103
2011 Ford
F150 P/U



106
2011 Ford
F150 P/U



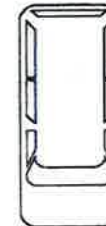
300 2013 Ford Police Intercept.	301 2013 Ford Police Intercept.	302 2013 Ford Police Intercept.	303 2013 Ford Police Intercept.	304 2013 Ford Police Intercept.
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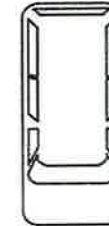
502
2015
Ford
Police SUV
Interceptor



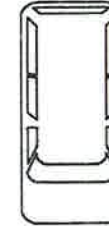
503
2015
Ford
Police
Intercept.



705
2017
Ford
Police SUV
Interceptor



706
2017
Ford
Police SUV
Interceptor



707
2017
Ford
Police SUV
Interceptor

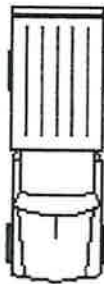


708
2017
Ford
Police SUV
Interceptor

MARKED POLICE PATROL ASSIGNED VEHICLES



KEY BISCAIYNE POLICE DEPARTMENT



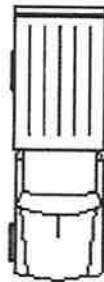
200
2013 Ford
F150 P/U
4X4



305
2013
Contender
Vessel



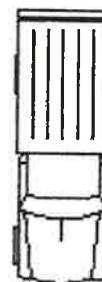
504
2015
Ribcraft
Vessel



104
2011 Ford
F150 P/U



601
2016
Yamaha
ATV



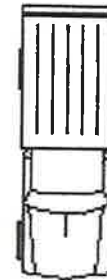
105
2011 Ford
F150 P/U



505
2015
Load
Trailer



306
2013
Reel
Trailer



201
2013 Ford
F150 P/U
4X4

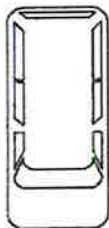
MARINE PATROL MARKED POLICE VEHICLES & ASSETS



KEY BISCAIYNE POLICE DEPARTMENT



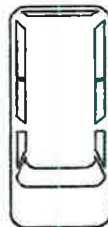
714
2017 KND
Motor Trailer



501
2015
Ford
Police SUV
Interceptor



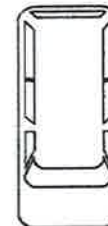
107
2011 Ford
F150 P/U



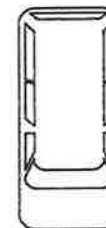
709
2017
Ford
Police SUV
Interceptor



801
2018 ATS
Speed
Trailer



703
2017
Ford
Police SUV
Interceptor



704
2017
Ford
Police SUV
Interceptor



710
2017
Harley



711
2017
Harley



712
2017
Harley



506
2012 ATS
Speed
Trailer



307
2011
Ford
Mustang

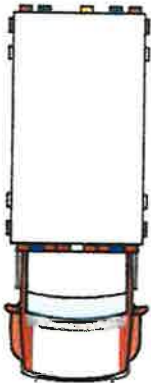
TRAFFIC, D.A.R.E., & SCHOOL SECURITY VEHICLES & ASSETS



F1101
2011
Polaris
Ranger
4X4



F1102
2011
Polaris
Ranger
4X4



F3304
2006
International
Fire Rescue
Spare



F1094
2012
International
Fire Rescue



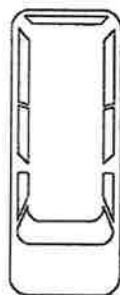
F1093
2012
International
Fire Rescue



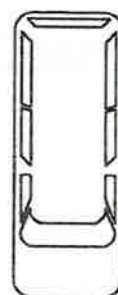
KEY BISCAVNE FIRE DEPARTMENT



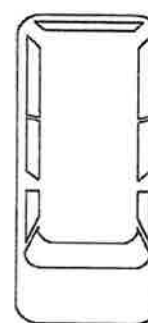
F1804
2018 Chevy
Colorado Pick-Up



F1302
2013
Ford Explorer



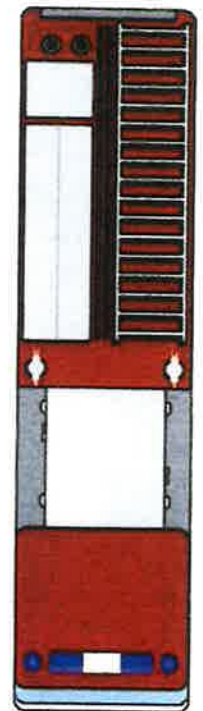
F1301
2013
Ford Explorer



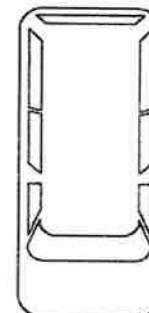
F1803
2018
Chevy Tahoe



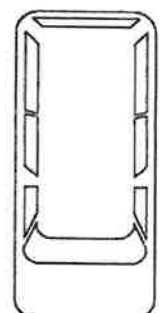
F9007
2016 Pierce
Ladder Truck



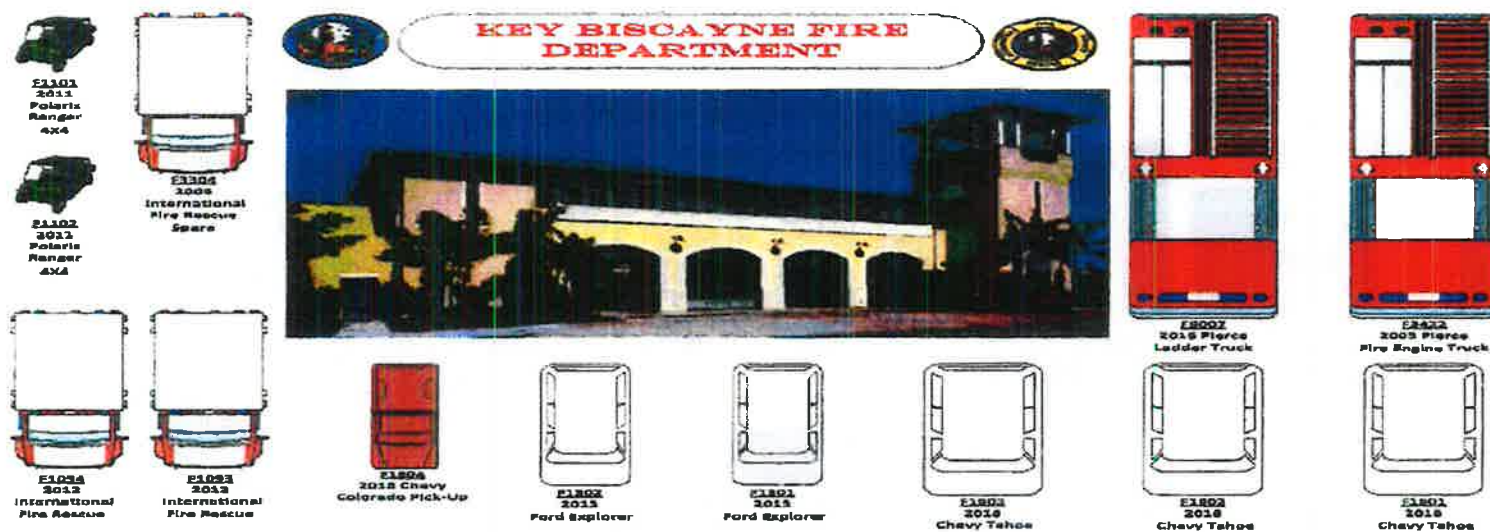
F3422
2013 Pierce
Fire Engine Truck



F1802
2018
Chevy Tahoe



F1801
2018
Chevy Tahoe



RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LETTER OF INTENT WITH TEN-8 FIRE & SAFETY, LLC FOR THE PURCHASE OF AMBULANCES CONSISTENT WITH THE PROPOSAL ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Fire Rescue Department requires two new ambulances in order to better serve the Village in emergency situations and as a replacement to its existing rescue units; and

WHEREAS, the type of purchase contemplated by the Village has been competitively bid by the Florida Sheriff's Association, which has entered into Contract No. FSA23-VEF17.0 (the "Florida Sheriff's Contract") with Ten-8 Fire & Safety, LLC (the "Vendor") for Fire & Rescue Vehicles, Boats & Equipment; and

WHEREAS, the Vendor has provided a quote for the purchase of two 2026 Braun Super Chief Ambulances (the "Ambulances") in an amount not to exceed \$1,132,636, consistent with the pricing provided in the Florida Sheriff's Contract; and

WHEREAS, due to the current wait time for build-outs, the expected delivery date for the Ambulances would be the Summer of 2025; and

WHEREAS, the Village Manager recommends that the Village enter into a Letter of Intent with the Vendor to secure the order of the Ambulances subject to budgeted funds; and

WHEREAS, pursuant to Section 2-85 of the Village Code of Ordinances, the Village Council desires to waive competitive bidding for the purchase of the Ambulances because it is impractical to apply the Village's competitive bidding procedures; and

WHEREAS, the Village Council desires to authorize the Village Manager to negotiate and execute a Letter of Intent with the Vendor for the purchase of the Ambulances in an amount not to exceed \$1,132,636, consistent with the Vendor's quote attached hereto as Exhibit "A" (the "Quote"); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute a Letter of Intent with the Vendor for the purchase of the Ambulances in an amount not to exceed \$1,132,636, consistent with the Vendor's quote attached hereto as Exhibit "A" (the "Quote"), subject to the approval of the Village Attorney as to form, content, and legal sufficiency. The Letter of Intent shall include a provision that the purchase of the Ambulances is subject to budgeted funds and the adoption of a Capital Authorizing Ordinance.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY



Equipment Proposal

Proposal # 05032023

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **May 3, 2023** ("Proposal Date")

Customer: **Village of Key Biscayne Fire Rescue** ("Customer")

Customer Address: **560 Crandon Blvd., Key Biscayne, FL 33149**

Qty	Product Description & Options	Price
2	2026 Braun Super Chief Ambulance, custom built on a 2026 Freightliner M2 Plus Crew Cab, per the attached drawings and specifications. *Pricing Based on Florida Sheriff's Association Contract #FSA23-VEF17.0, item #604 **Includes (2) factory inspection trips, Stryker Power Load and Stretcher.	\$566,318
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$1,132,636

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **24-30** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Delivery based on current production lead-time.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Village of Key Biscayne Fire Rescue**

Ten-8 Fire & Safety, LLC

By: _____

By: *Michael Day*
Title: **Authorized Sales Representative**

Title: _____

Print: _____

Print: **Michael Day**

Date: _____

Date: **May 3, 2023**

EXHIBIT A

PROPOSAL OPTION LIST

DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 ESTIMATED OVERALL HEIGHT = 116.5"
 ESTIMATED OVERALL HEIGHT WITH DOMETIC AC COVER = 127.5"
 OVERALL WIDTH WITH RUB RAILS & FENDERETTES = 96"

PROAIR 206 DUAL-CORE,
 SINGLE-PORT AC CONDENSER

WHELEN 60" FREEDOM IV LED LIGHTBAR WITH CLEAR LENSES:
 (4) RED/WHITE CORNER LED; (1) ALLEY LIGHT ON EACH END;
 (10) FORWARD-FACING LIGHT POSITIONS PER THE FOLLOWING:
 RED/WHITE/TD/RED/WHITE/WHITE/RED/TD/WHITE/RED

(2) TECNIQ S330 AMBER
 MINI-LED MARKER LIGHTS

DOMETIC PENGUIN
 ROOF-MOUNTED
 AC UNIT WITH
 PROTECTIVE COVER.
 NOTE: COVER TO BE
 AS LOW-PROFILE AS
 POSSIBLE.

VERTICAL EXHAUST

(4) WELDON 8080
 RED/CLEAR LIGHTS
 IN CAB CEILING, ONE
 OVER EACH SEATING
 POSITION

AMBER LED LIGHTED
 BUMPER POLES

FLASHING HEADLIGHTS W/
 DAYTIME RUNNING LIGHTS

NOTE: DRAWINGS DEPICT 177" MODULE
 LENGTH, AND 76" INTERIOR HEADROOM

(2) WHELEN 900 RED
 SUPER LED LIGHTS
 WITH RED LENSES

GOLIGHT STRYKER REMOTE
 LED SPOTLIGHT WITH BLACK
 FINISH, MOUNTED ON PEDESTAL

NOTE: (3) ANTENNAS
 TO BE LOCATED ON
 CAB ROOF

(1) TECNIQ E06-WSOR-1
 4" WHITE/RED COMBO LED
 LIGHT IN CENTER OF CAB
 CEILING

AIR HORNS

(2) WHELEN 700
 RED SUPER LED
 GRILLE LIGHTS
 WITH RED LENSES

HIDDEN UNLOCK SWITCH
 IN GRILLE AREA

(4) FEDERAL DYNAMAX 100-WATT
 SIREN SPEAKERS WITH "F" GRILLES.
 (2) SPEAKERS CONNECTED TO
 PRIMARY SIREN CONTROL.
 (2) SPEAKERS CONNECTED TO
 FEDERAL EQ2B SIREN CONTROL

FEDERAL RUMBLER
 SIREN SPEAKER SYSTEM
 BEHIND THE BUMPER

THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.



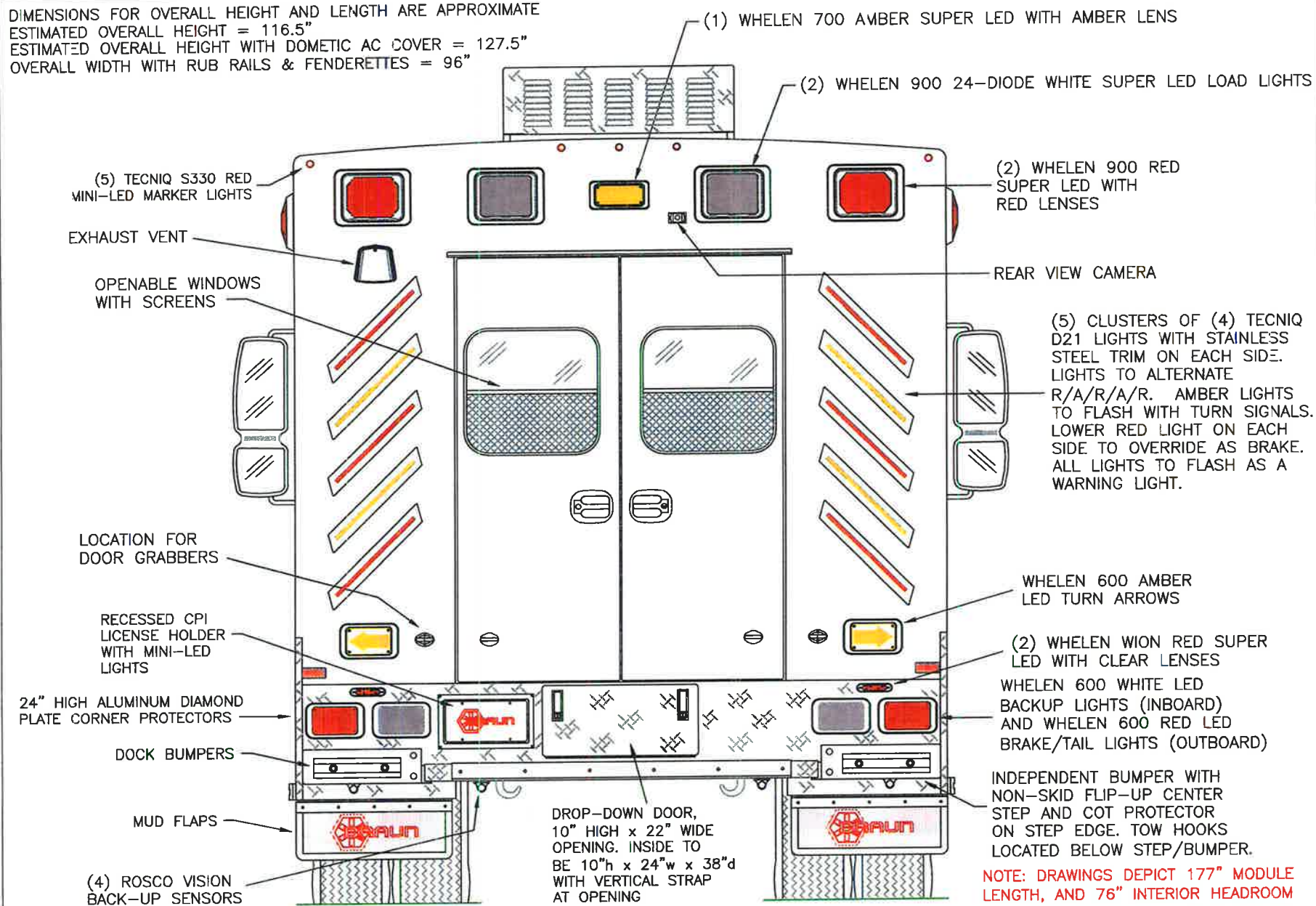
2021 FRONT EXTERIOR VIEW-CREW CAB
 SUPER CHIEF-I/FREIGHTLINER M2 CHASSIS

DATE: 12-17-21
 DES: SER
 REV: NR
 DATE:

DRAWING NO.

APPROVAL SIGNATURE:

DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 ESTIMATED OVERALL HEIGHT = 116.5"
 ESTIMATED OVERALL HEIGHT WITH DOMETIC AC COVER = 127.5"
 OVERALL WIDTH WITH RUB RAILS & FENDERETTES = 96"



THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.



2021 REAR EXTERIOR VIEW
 SUPER CHIEF-I/FREIGHTLINER M2 CHASSIS

DATE: 12-17-21
 DWG. SER
 REV. NR

DRAWING NO.

DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 ESTIMATED OVERALL MODULE HEIGHT = 116.5"
 ESTIMATED OVERALL HEIGHT WITH DOMETIC AC COVER = 127.5"
 ESTIMATED OVERALL LENGTH = 350"
 MODULE LENGTH = 177"
 CAB-TO-AXLE SHOWN = 112"

NOTE: DRAWINGS DEPICT 177" MODULE
 LENGTH, AND 76" INTERIOR HEADROOM

TECNIQ S330 RED MINI-LED MARKER
 LIGHT TO ALSO FLASH WITH TURN SIGNAL

20-AMP KUSSMAUL SUPER AUTO-EJECT SHORELINE
 INLET FOR OUTLETS/CHARGER, ETC.
 20-AMP KUSSMAUL SUPER AUTO-EJECT SHORELINE
 INLET FOR ROOFTOP AC UNIT.
 BOTH SHORELINES TO HAVE GREEN INDICATOR LIGHT
 AND RED COVERS.
 KUSSMAUL CHARGE INDICATOR ABOVE SHORELINES.

(2) WHELEN 900 RED SUPER LED WARNING LIGHTS WITH RED LENSES

(2) WHELEN 900 24-DIODE WHITE SUPER LED SCENE LIGHTS

WHELEN PIONEER PLUS PFH2 SUPER LED DUAL FLOOD
 LIGHTHEAD MOUNTED IN CHROME PBH203 BEZEL

WHELEN 700 RED SUPER
 LED WITH RED LENS

BLIND
 SPOT
 CAMERA

WHELEN 2" LED
 STEP LIGHT

22.5"
 ALUMINUM
 WHEELS

40-GALLON
 FUEL FILL

STORAGE FOR (3) BATTERIES
 ON SLIDE-OUT TRAY

WHELEN WION RED SUPER
 LED WITH CLEAR LENS

-4.25" LOWERED SIDE-

RUBBER FENDERETTE

WHELEN 700 RED SUPER
 LED WITH RED LENS

ALUMINUM
 C-CHANNEL
 RUB RAILS

SCBA STORAGE WITH
 LATCHING CPI DOORS

COMPARTMENT
 O.S.S #1A

CLEAR OPENING: 20.00h x 18.25w
 INSIDE DIM'S.: 21.50h x 25.00w x 21.75d
 LOCATION FOR INVERTER, SUCTION PUMP, KUSSMAUL
 AUTO AIR PUMP, AND MISC. ELECTRICAL WITH VENTED DOOR

O.S.S #1

CLEAR OPENING: 67.00h x 18.25w
 INSIDE DIM'S.: 68.00h x 25.00w x 13.50d
 ZICO HYDRAULIC OXYGEN LIFT FOR "M" TANK WITH VENTED DOOR
 (COMPARTMENT 21.75d ABOVE OXYGEN BRACKET)
 (1) ADJUSTABLE SHELF WITHOUT LIPS LOCATED ABOVE OXYGEN

O.S.S #2

CLEAR OPENING: 45.50h x 40.75w
 INSIDE DIM'S.: 48.75h x 46.25w x 21.75d
 (3) SCBA BRACKETS ON LOWER BACK WALL
 OF COMPARTMENT
 (1) ADJUSTABLE SHELF ABOVE SCBA BRACKETS

O.S.S #3

CLEAR OPENING: 41.25h x 34.00w
 INSIDE DIM'S.: 44.50h x 39.50w x 21.75d
 (2) ADJUSTABLE SHELVES

— = TECNIQ D21 RED LED STRIP LIGHT ON INSIDE
 TOP OF 1, 2, & 3 FORWARD-HINGED DOORS

COMPARTMENTS HAVE RIDGEBACK LED STRIP LIGHTS

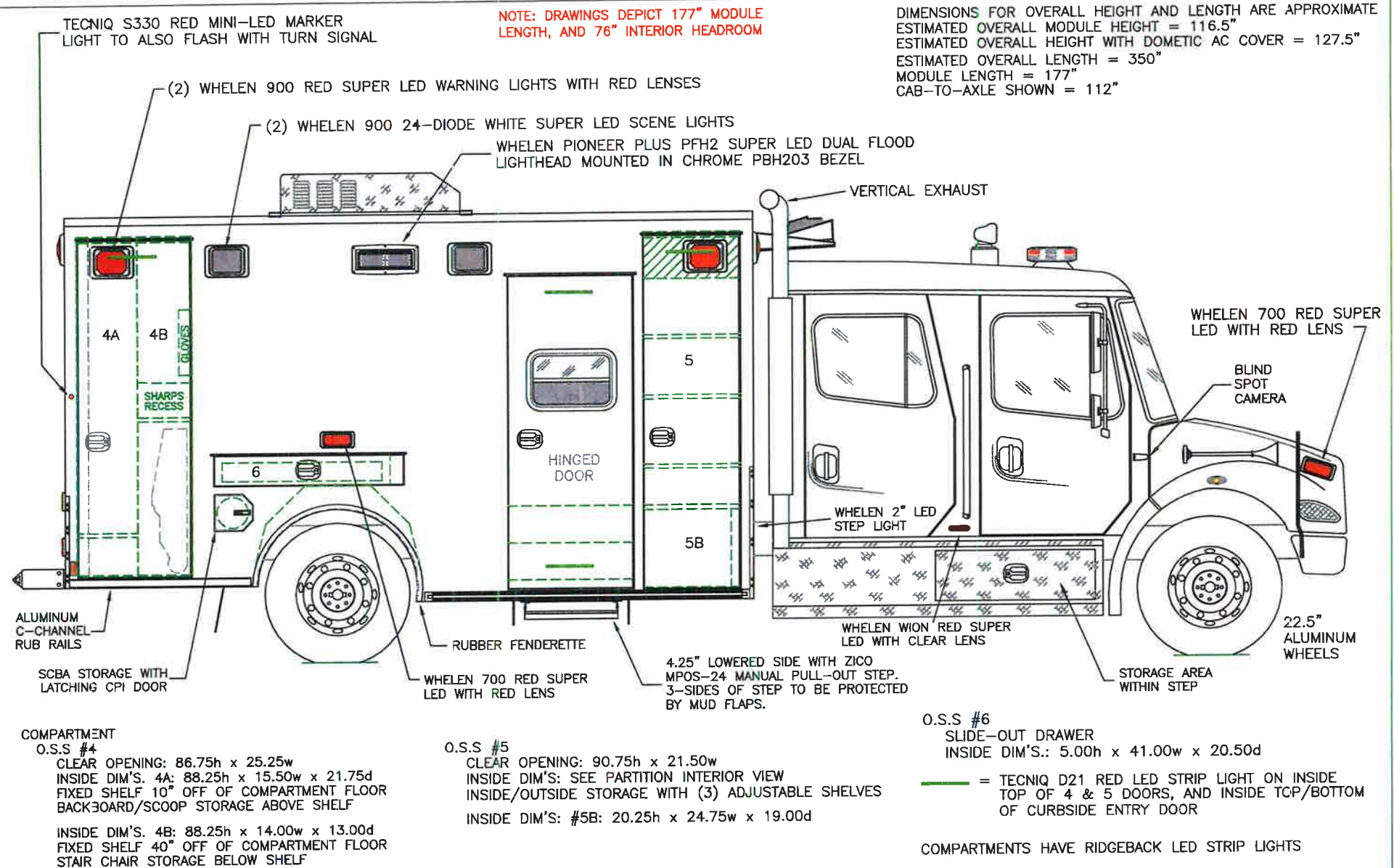
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2021 STREETSIDE EXTERIOR VIEW
 SUPER CHIEF-I/FREIGHTLINER M2 CREW CAB CHASSIS

DATE:
 12-17-21
 DWG. REV
 SER NR

DRAWING NO.

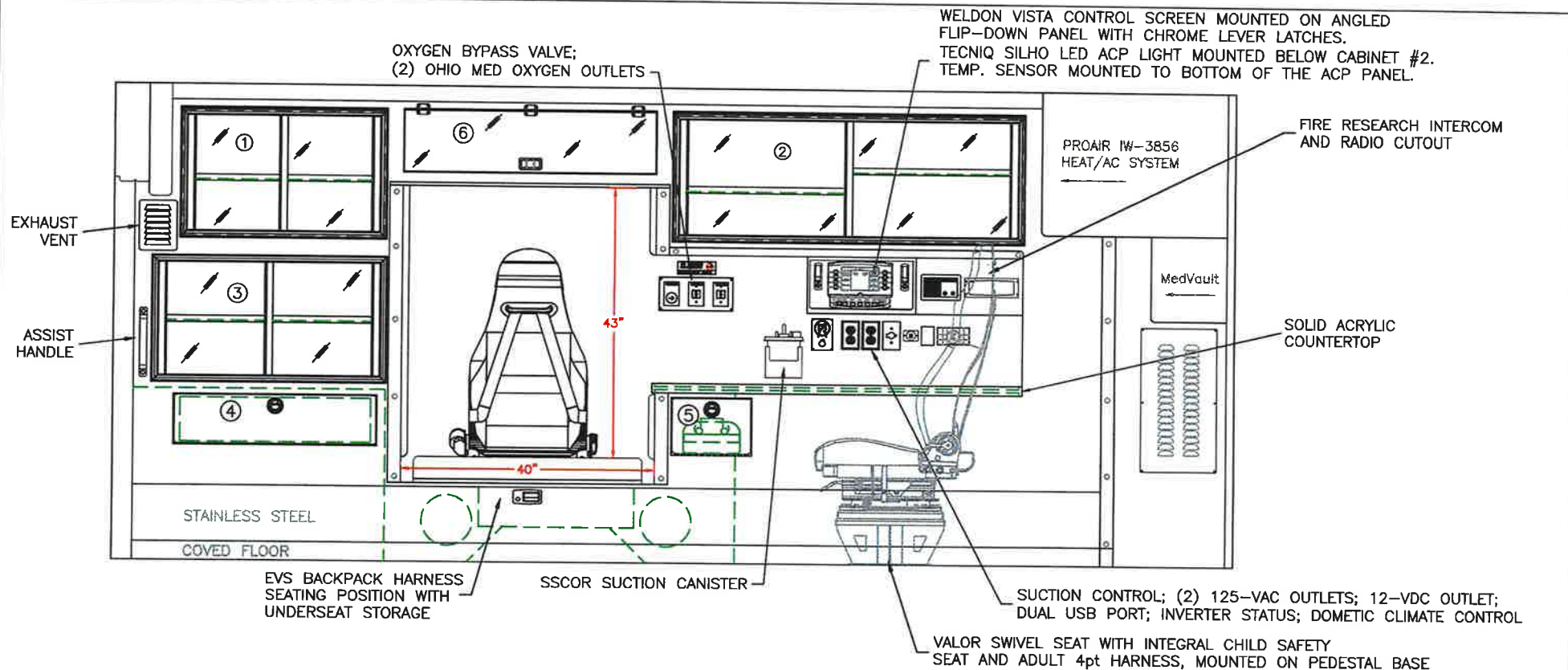


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2021 CURBSIDE EXTERIOR VIEW
 SUPER CHIEF-I/FREIGHTLINER M2 CREW CAB CHASSIS

DATE: 12-17-21		DRAWING NO.
DWG. SER	REV. NR	



COMPARTMENT

#1 DOOR OPENING: 18.00h x 30.25w
INSIDE DIMS: 20.25h x 32.00w x 19.25d
(1) ADJUSTABLE SHELF
SLIDING POLYCARBONATE DOORS
TOTAL CABINET WEIGHT RATING = 25 lbs.

#2 DOOR OPENING: 18.00h x 53.50w
INSIDE DIMS: 20.25h x 55.25w x 19.25d
(1) ADJ SHELF EACH SIDE OF CENTER DIVIDER
SLIDING POLYCARBONATE DOORS
TOTAL CABINET WEIGHT RATING = 25 lbs.

#3 DOOR OPENING: 18.00h x 34.75w
INSIDE DIMS: 19.50h x 36.25w x 19.25d
(1) ADJUSTABLE SHELF
SLIDING POLYCARBONATE DOORS
TOTAL CABINET WEIGHT RATING = 25 lbs.

#4 PULL-OUT DRAWER
INSIDE DIMS: 7.00h x 30.00w x 10.00d
LOCKING STAINLESS STEEL FLUSH PULL LATCH
TOTAL DRAWER WEIGHT RATING = 10 lbs.

#5 = TIP-OUT 3.3-QUART SHARPS CONTAINER
LOCKING STAINLESS STEEL FLUSH PULL LATCH
TOTAL WEIGHT RATING = 10 lbs.

#6 DOOR OPENING: 10.00h x 40.00w
INSIDE DIMS: 10.00h x 40.00w x 17.25d
TOP-HINGED POLYCARBONATE DOOR WITH FRICTION HINGES
AND CENTER SQUEEZE LATCH
TOTAL CABINET WEIGHT RATING = 10 lbs.

CABINETS TO BE ALUMINUM

CABINETS TO HAVE BRONZE POLYCARBONATE DOORS

CABINETS #1 AND #2 HAVE LIFT-UP
RESTOCKING FRAMES

NOTE: DRAWINGS DEPICT 177" MODULE
LENGTH, AND 76" INTERIOR HEADROOM

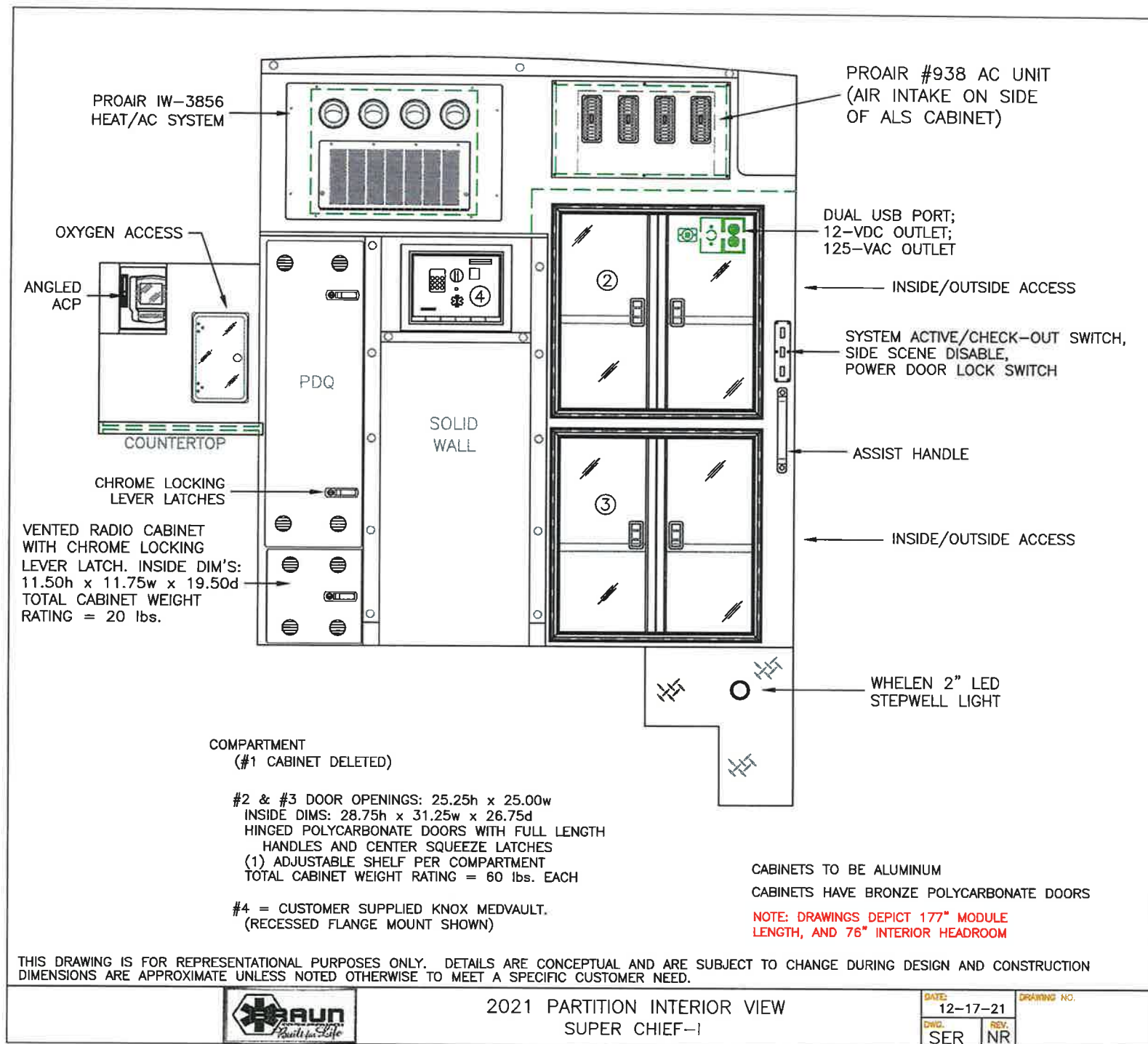
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2021 STREETSIDE INTERIOR VIEW
SUPER CHIEF-I

DATE: 12-17-21
Dwg. REV.
SER NR

DRAWING NO.



2021 PARTITION INTERIOR VIEW
SUPER CHIEF-I

DATE:	12-17-21	DRAWING NO.
DWG.:	SER	REV. NR

AMBER/RED/AMBER MINI-LED
TURN AND BRAKE INDICATORS

RECESSED 3-GLOVE
HOLDER AT REAR END
OF SEATING AREA

43" HIGH
BARRIER WALL

(2) #8970 CONTAINERS
IN DRAWER THAT PULLS
OUT INTO STEPWELL.
ONE CONTAINER FOR
SHARPS; ONE CONTAINER
FOR WASTE.

TECNIQ D21 RED LED STRIP
LIGHTS ON UPPER REAR DOOR
PANELS

ALUMINUM DOOR PANELS
WITH LATCH ACCESS

STAINLESS STEEL
YELLOW ANTI-MICROBIAL
V-BARS

LOWER INSIDE OF EACH REAR ENTRY
DOOR TO BE STAINLESS STEEL

NOTE: DRAWINGS DEPICT 177" MODULE
LENGTH, AND 76" INTERIOR HEADROOM

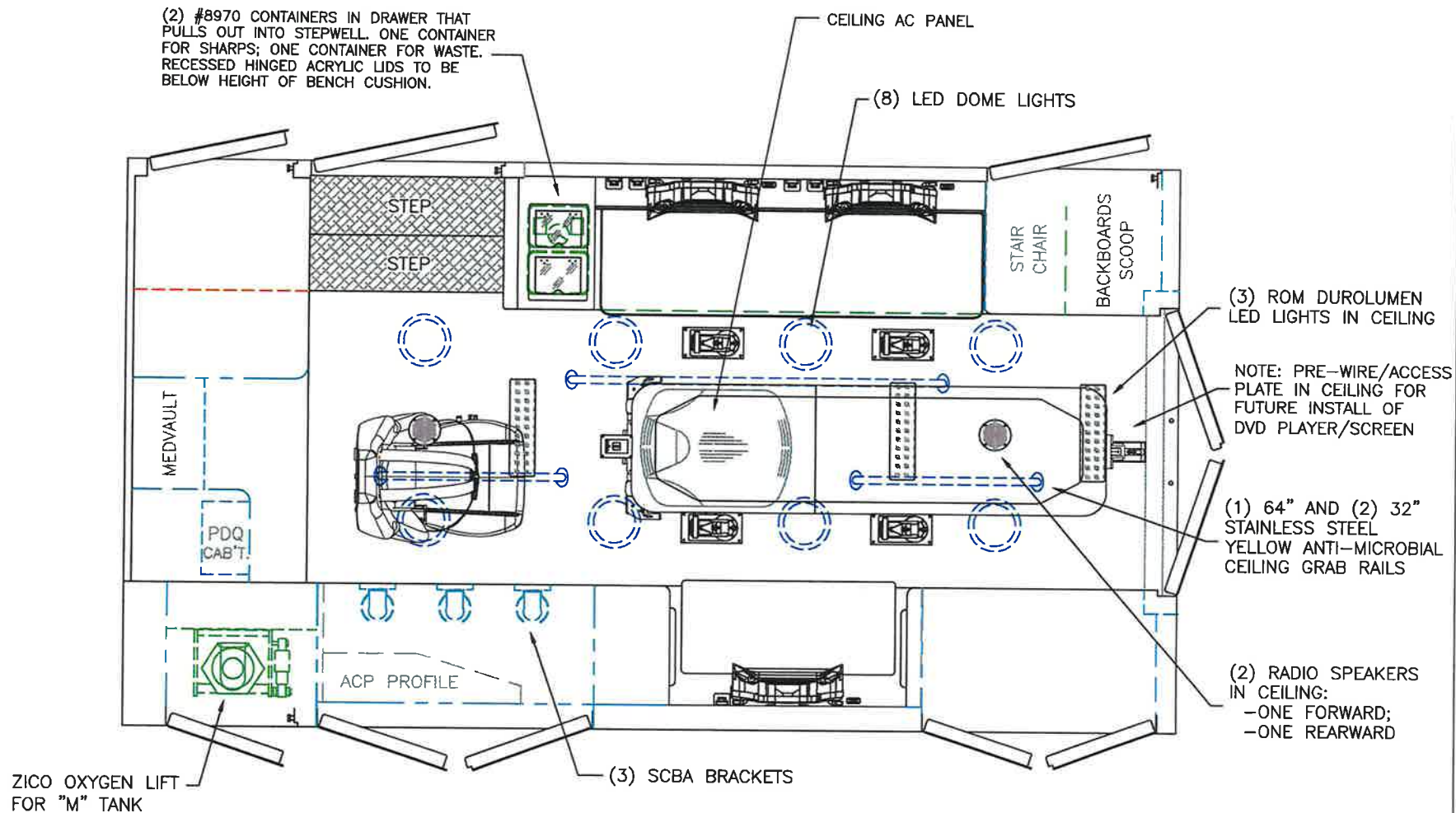
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2021 REAR INTERIOR VIEW
SUPER CHIEF-I

DATE:	12-17-21
DWG.	SER
REV.	NR

DRAWING NO.



 = (4) RECESSED CEILING IV HANGER LOCATIONS

 = (1) CEILING OXYGEN OUTLET OVER FORWARD END OF COT

NOTE: ANTENNAS ARE ON CAB ROOF PER NOTATION ON DRAWING #1

CUSTOMER SUPPLIED CENTER MOUNT STRYKER POWERLOAD COT HARDWARE

MODULE WIDTH = 96"
MODULE LENGTH = 177"
MODULE HEAD ROOM = 76"

THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION
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2021 FLOOR INTERIOR VIEW
SUPER CHIEF-I

DATE:	12-17-21		DRAWING NO.
DWG.	SER	REV.	NR



Quotation Summary

Key Biscayne Fire Rescue 2023 Budget Braun Proposals 2022-02-17 11-20-56

Reference: QU00000005246 **Rev:** 0
Purchaser: Ten-8 Fire Equipment, Inc.
Contact: Cindy Morgan
Address: 2904 59th Ave. Dr. East

Brandenton, FL
USA

Telephone:

Opportunity: Key Biscayne Fire Rescue 2023 Budget
Account: Key Biscayne Fire Rescue
Contact: Eric Lang
Shipping Address:

Currency: USD

Quotation Date:

Expiration:

Sales Contact: Michael Day
Mobile: 3525725399
Phone:

Factory Contact: Chuck Burgess
Mobile: 4196517924

Name

Super Chief

Specifications

-73" Headroom

-170"L Full Seam Welded Module





Sales Options by Category

Braun - KKK Change Notice

Item Number	Description	Quantity
00-01-0001	GENERAL CONDITIONS	1.00
00-01-0006	DYNAMIC SIDE IMPACT & ROLLOVER TESTS	1.00
00-01-0018	BIDDER KKK-A-1822F CHANGE NOTICE 8 COMPLIANT	1.00
00-01-0019	BIDDER KKK-A-1822F CHANGE NOTICE 9 COMPLIANT	1.00
00-01-0020	BIDDER KKK-A-1822F CHANGE NOTICE 10 COMPLIANT Bidder shall be: KKK-A 1822F Change Notice 10 compliant.	1.00
00-01-0022	BIDDER KKK-A-1822F CHANGE NOTICE 11 COMPLIANT	1.00
00-01-0023	BIDDER KKK-A-1822F CHANGE NOTICE 12 COMPLIANT	1.00
80-10-0000	KKK-A-1822F COMPLIANCE PACKAGE KKK-A-1822F compliance sticker, electrical load analysis sticker, and payload sticker shall be installed in the oxygen compartment. Any deviations from KKK-A-1822F shall be listed in the vehicle delivery packet with a notation on the-compliance sticker.	1.00
00-01-0026	FLORIDA SHERIFFS ASSOCIATION CONTRACT This order does specify an FSA contract	1.00

Braun - Chassis

Item Number	Description	Quantity
SR00107731	Install a customer supplied Knox Box Key Secure in a recessed pocket in the passenger side of cab console per the attached picture. Install in a removable pocket like the picture.	1.00
SR00107755	Fabricate and install an aluminum cabinet in between the rear crew cab seats per the attached photo/drawing. The cabinet shall be 20"W x 32"H x 18"D. Install (3) adjustable shelves, (1) dual USB outlet on each side, stainless steel tray on top with a lip, and (2) cup holders on top. There shall be a cargo style net installed on the front portion to prevent items from falling out.	1.00
SR00107729	Chassis to be a MY2024 Freightliner M2 Crew Cab 228" WB 4X2 Diesel engine. **Estimated MY24 chassis, pricing subject to change (higher or lower), actual chassis price to be invoiced	1.00



SR00107732	Install a Federal PA300MSC siren. Siren control head to be located on the MCC.	1.00
SR00107736	Install an engine hour meter in the driver side of cab console.	1.00
SR00107739	Install: four (4) Weldon #8080 dome lights with red/clear push on/off lenses in the cab headliner, one (1) located above each seating position.	1.00
SR00107757	Install (4) Federal Dynamax Siren speakers with "F" grille covers in the front bumper. Two (2) speakers connected to the Federal PA300MSC siren and two(2) speakers connected to EQ2B	1.00
SR00107761	Reference the attached console drawing for specific layout design. Custom console with two extensions per drawing. Install 3.5" x 4" hole with standard vent on driver and passenger side of console. Locate on either side of large forward map slot. Add a tapping plate passenger side front face for a customer installed MDT computer mount. There should be at least 2.5" clearance between front console and OEM dash for computer mount. Use maximum length. Rear Portion of console will be placed over OEM ac in between front cab seats. Must be removable to access the ac system below. Must contain 2 cup holders	1.00
SR00107766	TYPE I-AMBULANCE-SUPER CHIEF I-76" HEADROOM 2021 Super Chief Type I - 177" Module - 76" Interior Headroom	1.00
SR00107779	Install: Exterior cab step covers shall be constructed of diamond plate material/star punched non-skid surface. LH side covers over the DEF tank area, with a flip down access panel to access the DEF tank.	1.00
SR00107788	Install an electrical Federal EQ2B siren head in the cab console. To be the second siren on this vehicle. Install a foot switch on passenger side to activate the EQ2B.	1.00
SR00107789	Battery switch to be installed on the floor between driver seat and door in a small angled box.	1.00
SR00107799	Custom console to be built and installed in the rear crew area between the two rear seats. Console to be made as wide as possible and still allow the seat belt to be buckled. Should not stick out farther than the seats. Must include (2) cup holders and USB outlets.	1.00



SR00107801	Fuel fill, def fill, and battery storage on drivers side. Storage area on the passenger side, make as large as possible. Doors on the battery cabinet and additional storage compartment are to be watertight.	1.00
SR00107813	Hadley Dual round stutter tone air horns located on the chassis fenders. Air horns are to be tied into the chassis air system. Air horns will be activated by a foot switches, one (1) on the driver's side and one (1) on the passenger's side floor.	1.00
SR00107819	Install (1) one Tecniq LED 4" E06-WS0R-1 in the center of the cab in the headliner.	1.00
SR00107828	Chassis: three (3) Alliance Model 1131, Group 31, 12 volt maintenance free 1900 CCA threaded stud batteries. Battery storage with a slide out tray on the LH side under rear cab door.	1.00
00-01-0040	Administration Fee	1.00
15-00-0010	FUEL TANK - FULL UPON FACTORY RELEASE The chassis fuel tank of the completed unit shall be full at time of release from the ambulance manufacturer's facility.	1.00
20-10-0404	COMPRESSOR - OEM SECONDARY ENGINE DRIVEN Medium Duty Chassis Only: install a separate engine mounted compressor, providing AC to patient compartment.	1.00
20-10-0603	ENGINE BLOCK HEATER - OEM PLUG An engine block heater shall be included in the chassis with the 125 VAC power cord.	1.00
20-20-0252	HEAT SHIELDS, PROTECTIVE Install: aluminized steel protective heat shields to the upper laterals above the exhaust system.	1.00
20-20-0277	HIGH IDLE SYSTEM, AUTOMATIC A high-idle system provided on the chassis, shall activate via cruise control switches on dash only when the transmission is placed in park/neutral/parking brake, will be automatically engaged when node provides low voltage signal and when in park/neutral/parking brake.	1.00
20-10-0101	AIR RIDE SYSTEM, AUTOMATIC LOWERING FEATURE - OEM OEM Air-Ride	1.00
15-00-0091	FRONT BUMPER GUIDE POLES, AMBER LED LIGHT TIP Install: Two (2) stainless steel bumper guide poles with amber LED light tips on sides of front bumper, one (1) each side/ attached using stainless steel clamps.	1.00
30-10-0030	BACKUP ALARM Install: (OSHA approved) back up alarm with a disable control for silent backing, located on the MCC (master control console).	1.00



30-10-0746	RUMBLER - FEDERAL SIGNAL SYSTEM / OPERATED VIA VISTA SCREEN / MECHANICAL SWITCH Install a Federal Signal Rumbler system activated by both the Vista screen and a mechanical switch on the MCC.	1.00
30-10-0392	LIGHT, MAP LIGHT VERTICAL LED 18" WITH FLEXIBLE NECK & RED/WHITE LED Install 18" Vertical LED map light with flexible neck on the cab console. (LF18ES-LED) Braun #27554	1.00
30-25-0204	LIGHTS RUNNING BOARD -WHELEN 2 inch round-LED Install: (1) pair of Whelen white T0CACCCR LED lights with black grommets, (1) each side, low on the module front, as running board lights, activated with the cab door switches. per dwg # 1 (Braun part #18105 Light and #18106 Grommet).	1.00
20-30-0212	M2 - MIRRORS, WEST COAST HEATED-REMOTE The chassis shall have OEM exterior mirrors. The mirrors shall be West coast bright finish heated mirrors with LH and RH remote, include 8" bright finish convex mirrors mounted under the primary mirrors.	1.00
20-30-0261	OEM AUTO-LOCK DISABLED (cab & module doors do not auto lock or unlock) The OEM auto-lock feature will be disabled.	1.00
20-30-0402	TIRE PRESSURE MONITOR - PressurePro TPMS+ Pulse Install a Pressure Pro Pulse tire monitoring system. (Braun #24887)	1.00
20-40-0208 20	OEM WHEELS - WITH VALVE STEM EXTENSIONS - MED DUTY Provide: OEM wheels and valve extensions.	1.00

Braun - Electrical

Item Number	Description	Quantity
SR00107818	Install one (1) 12VDC outlet on front passenger side of the console, facing forward.	1.00
SR00116129	LIGHTS, OSS COMPARTMENTS - RIDGEBACK LED STRIP LIGHTING Install: Ridgeback brand LED strip lighting, one each side of the door opening, activated by magnetic switch, all standard OSS compartments only, excluding battery compartment, lengths dependent on OSS dimensions.	1.00
SR00107741	Install a Rosco Vision Back-up Safety system. System to be installed rear bumper edge and have four (4) sensors. To be tied to the M-Tech display screen.	1.00
SR00107743	Braun is to do radio cut outs only for customer installed radios. One (1) cut out for a Motorola APX6500 on the cab console. On the flat panel in the action area next to the firecom shall be two (2) cut outs, one (1) for a Motorola APX6500 and one (1) for a Motorola PM1500.	1.00



SR00107744	Two (2) 2-wire +plus ground 125 VAC duplex outlets in the street side wall in the primary action area.	1.00
SR00107746	Kussmaul #091-9-12v Auto air pump to be tied into chassis air system and installed in OSS #1A.	1.00
SR00107758	Install one (1) inverter status panel in the primary action are per dwg #5.	1.00
SR00107759	Install one (1) 125 VAC outlet in the lower curbside wall between the two (2) squad bench seats.	1.00
SR00107765	Install two (2) Kussmaul 20 AMP auto ejects with red covers. One (1) shoreline inlet for outlets/chargers and one (1) shoreline inlet for rooftop AC unit.	1.00
SR00107768	Install a prewire 12 volt and ground stud in the ceiling in the rear of the module and cover with an access plate. Wire battery hot. This is for a future install of a DVD system. Per dwg #9	1.00
SR00107772	Three (3) antenna bases with attached coax cables shall be installed on the cab roof. The coax cables shall terminate from the cab roof to the radio compartment.	1.00
SR00107780	Install: One (1) set of 12 volt/40amp radio tie-in points shall be installed in the cab behind the driver's seat. Shall include one (1) "Battery Hot", one (1) "Ignition Hot", and one (1) "Grounded" 250 amp junction stud.	1.00
SR00107781	Install two (2) additional dual USB ports. One (1) to be installed in the lower front wall cabinet #2 per dwg #7. One (1) to be installed on the front passenger side, facing forward on the console.	1.00
SR00107785	Install: Vanner 20-1000 watt inverter,	1.00
SR00107796	Install a Dometic Penguin 110V roof-mounted AC unit with a protective cover, center of patient compartment. Cover to be as low-profile as possible. Wire to the second shoreline.	1.00
SR00107806	Install (3) Customer supplied radio cables.(2) Radio cabinet to action area(1) Radio Cabinet to cab consoleInstall a radio cable wire conduit from the cab console to the action area. Supply a radio cable pull wire in the above location.	1.00



SR00107809	Install: Two (2) Allied VCC green mini neon indicator lights, one (1) above each shoreline inlet. See dwg #3	1.00
SR00107817	5100D Digital Intercom 1 Radio Firecom GA (1)110-5136-30 Mr-52X Motorola, 4ft Motorola XTL 5000 (1)WB505R Wireless Base Station 5-User Radio Transmit (1)UHW505 Radio Transmit UH, DECT7 Head (5)520-0676-00 Hanger Hook for Headset Black (5)DRIVER AND PASSENGER CAB ROOFREAR CREW AREA, CENTERED OVERHEAD 2ACTION AREAHEAD OF BENCH WALLEACH LOCATION SHALL HAVE POWER FOR CHARGING OF THE HEADSET.	1.00
30-06-0004	ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED Install: Weldon V-MUX 100% solid state microprocessor based multiplex system.	1.00
30-10-0110	ELECTRICAL CIRCUITS All electrical circuits: shall have wiring and circuit protection suitable to the demand and must meet the national electric code (NEC) wiring requirements, added on wiring (18 GA through 10 GA) color coded and stamped with code numbers for easy identification, SLX high temperature thermoplastic cross link wire used. SGX insulated cable used for all under hood / underbody battery and charging system cable. High temperature (375° f) thermoplastic loom used on all harnesses.	1.00
30-06-0126	ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM Electrical compartment / hinged door w/ (2) chrome locking lever latches/ located on the partition wall behind the attendant seat.	1.00
30-06-0325	FLASHER - MULTIPLEX ELECTRICAL SYSTEM Provide: Flasher within and programmed by the multiplex electrical system.	1.00
30-06-0350	FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM Headlights (high beams) shall be programmed through the multiplex system to alternate flash (wig-wag).	1.00
30-10-0190	GROUND FAULT CIRCUIT INTERRUPTER-GFCI Install: A 125 VAC, 20 AMP circuit breaker with ground fault circuit interrupter (GFCI) electronic ground leakage detection in the load center for the shoreline circuit.	1.00
30-06-0285	MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM Install: In-Power disconnect to keep the module power switch engaged, after the ignition is switched to the "off" position.	1.00
30-06-0575	REVERSE -TRANSMISSION- FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM System programmed to provide activation for: rear outboard warning lights, rear side warning lights, rear scene lights, the rear side scene lights - when the transmission selector lever is placed into "reverse" position.	1.00
30-06-0150	SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM Provide (1) spare 15-amp circuit.	1.00
30-06-0175	WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM	1.00



Connect all wiring harnesses via quick connect circular plug connectors.

30-06-0300	VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM Provide: (1) digital voltmeter on the master control console screen.	1.00
30-06-0026	WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM Install: digital warning display integrated into the cab display console, programmed through the multiplex system to provide visual and audible indication.	1.00
30-06-0225	EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM Supply: A single emergency master switch for activating all the emergency warning lights on the master control console screen, emergency master switch will activate the module power automatically, include an Emergency Master Menu button to allow access to individual warning light functions.	1.00
30-06-0250	CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM Switches on the master control console and attendant control panel screens shall have dimmable perimeter backlighting.	1.00
30-06-0275	MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM Provide: A module power switch for the electrical system on both the Master Control Console and the Attendant Control Panel screens.	1.00
30-06-0101	ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM Attendant Control Panel (ACP) contains a color micro processor screen, controls all equipment installed in the patient compartment.	1.00
30-06-0375	PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM Park override switch on the master control console screen, reactivates all lights disabled when the transmission is placed in the neutral/park position.	1.00
30-06-0400	LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYSTEM Load manager-sequential switching system controlled by the microprocessor based electrical system: emergency master button shall control the sequential switching of the emergency lights and/or other warning devices, load manager shall automatically shed non-critical electrical loads during low voltage conditions.	1.00
30-06-0450	FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM Activation of the switch on the master control console screen to disable all forward-facing clear warning lights.	1.00
30-06-0076	MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM Floor mounted Master Control Console (MCC) located in the cab, housing siren, color microprocessor display screen, controlling all the Emergency Warning functions, Patient Compartment lighting and module heat/ac functions.	1.00
30-06-0475	CURBSIDE SCENE LIGHTS ON WITH CURBSIDE DOOR The Curbside scene lights: programmed to activate when the Curbside door is in the open position.	1.00
30-06-0500	REAR SCENE LIGHTS ON WITH REAR DOORS OPEN	1.00



	Rear scene lights programmed to activate when the rear doors are in the open position.	
30-06-0525	DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM Install: disable switch at the rear door area to disable the rear scene lights.	1.00
30-06-0550	DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM A disable switch shall be installed at the curbside door area to disable the curbside scene lights.	1.00
30-06-0015	VISTA IV ACP - PUSH BUTTON Install: Weldon V-MUX Vista IV interface module / display screen mounted on an angled flip - down panel with chrome lever latches, in the patient compartment ACP area.	1.00
30-06-0010	VISTA IV MCC - PUSH BUTTON Install: Weldon V-MUX Vista IV interface module / display screen in the cab, operated through the use of push buttons.	1.00
30-10-0901	SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES Switch: located at the curb and rear entry doors for activation of the V-MUX electrical system, check out light switch located at the curb and rear doors for activation of the left LED angled lights prior to entering the module, system programmed to shut down automatically after 15 minutes unless the ignition is on.	1.00
30-06-0050	DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM OEM Daytime Running Light headlights activated for daytime operation, when transmission is placed in drive.	1.00
30-10-0050	BATTERY CONVERTER - CHARGER Connect to Shoreline inlet: Progressive Dynamics #PD9245C, 45 amp, 125 VAC to 13.6 VDC converter, capable of maintaining the batteries when plugged in.	1.00
30-10-0090	BATTERY VOLTAGE INDICATOR LIGHT- KUSSMAUL-LED BAR GRAPH Light Indicator - (Kussmaul - bar graph type) voltage indicator light on module near the shoreline inlet. See dwg #3 (Accurate battery Voltage read out is obtained when the vehicle is not started and shoreline is disconnected)	1.00
30-10-0071	CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN Install: camera system rear view, tied to M-Tech display screen. Per Dwg #2. Camera alignment will be conducted at final inspection, if applicable.	1.00
30-10-0079	CAMERAS, TWO (2) SIDE VIEW, STREETSIDE LEFT & CURBSIDE RIGHT, 120 DEGREES ANGLE Install (2) camera systems, street side exterior - left side view, and curb side exterior - right side view, Tied to M-Tech display screen.	1.00
30-10-0585	USB - DUAL OUTLET, ONE (1) INTERIOR LOCATED ON CONSOLE Install: (1) dual USB port outlet, 5 volt / 2.1 amp, in the vehicle, located on the Master Control Console in the cab.	1.00
USBA101	OUTLET, USB - ONE (1) DUAL - PRIMARY ACTION AREA	1.00



One (1) dual USB port outlet, 5 volt / 2.1 amp, shall be installed in the vehicle, located on the streetside primary action area in the patient compartment.

125IF201	OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - FRONT WALL CABINET One (1) 2-wire +plus ground 125 VAC duplex outlet in the front wall cabinet.	1.00
12VAA101	OUTLET, 12VDC - ONE (1) - LEFT WALL ACTION AREA One (1) 12 VDC power point outlet shall be installed in the street side wall in the primary action area. The outlet shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlet.	1.00
12VIF201	OUTLET, 12VDC - ONE (1) FRONT WALL - CABINET One (1) 12 VDC power point outlet shall be installed in the patient compartment, in the front wall cabinet. The outlet shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlet.	1.00
30-10-0295	LIGHT, ATTENDANT CONTROL PANEL AREA - TECNIQ SILHO-X LED - WARM WHITE/RED COMBO A Tecniq Silho-X 2.75" round warm white/red combo LED light with SS trim ring, shall be mounted above the left wall forward action area counter. The light shall be operated through the a button on the ACP Vista screen labeled "Attendant Light". (Braun #27230)	1.00
30-10-0310	LIGHT, LED ELECTRICAL COMPARTMENT - PDQ A 12 VDC light shall be located in the PDQ. The light shall be wired "battery-hot" to activate when the PDQ door is in the open position. The light shall be off when the door is in the closed position.	1.00
30-11-0106	LIGHTS, DOME LED (8) WHELEN SUPER LED Eight (8) Whelen #LED (80COEHCR) dome lights, shall be installed. See dwg #9	1.00
30-11-0155	LIGHTS, DELETE LIGHTS ON PANEL STREETSIDE - ANGLED Delete /omit lights on interior Streetside angled panel.	1.00
30-11-0156	LIGHTS, DELETE LIGHTS ON PANEL CURBSIDE ANGLED Delete / Omit lights on angled panel, Curbside interior.	1.00
40-10-0151	SWITCH DOOR UNLOCK, WATERPROOF - HIDDEN IN FRONT GRILLE AREA Install: exterior hidden door unlock switch in grille area.	1.00
30-06-0201	RADIO TIE-IN POINT - (1) 12V/40 AMP - CAB CONSOLE AREA Install (1) set of 12 volt/40 amp radio tie-in points in cab console: (1) battery hot, (1) ignition hot, (1) "grounded" stud rated max 250 amps.	1.00
30-06-0202	RADIO TIE-IN POINT - (1) 12V/40 AMP - PATIENT COMPARTMENT Install (1) set of 12 volt/40 amp radio tie-in points in the patient compartment: (1) battery hot, (1) ignition hot, (1) "grounded" stud rated max 250 amps.	1.00
30-06-0203	RADIO TIE-IN POINT - (1) 12V/400 AMP - PDQ Install (1) set of 12 volt/40 amp radio tie-in points in the PDQ: (1) battery hot, (1) ignition hot, (1) "grounded" stud rated max 400 amps.	1.00



Braun - Exterior Lighting

Item Number	Description	Quantity
SR00107748	Install: One (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and LED MINIMUM intensity back-up lights with chrome bezels on rear of the module. The turn lights will be located on the rear of the module. The back-up and brake lights will be installed on the kickplate. Per dwg #2.	1.00
SR00107754	Install (4) Red Whelen WION led lights with clear lens and chrome bezel. One (1) on each side of chassis, between front and rear doors per dwg #3 and #4 and one (1) on each side of rear body, above brake/back up light per dwg #2.	1.00
SR00107769	Install a Black Golight Stryker LED spotlight on a painted black pedestal behind the chassis lightbar. Control to be installed on the overhead panel in the center so the driver and passenger can operate.	1.00
SR00107776	(5) Clusters of (4) Tecniq D21 lights with stainless steel trim on each side. Lights to alternate R/A/R/A/R. Amber lights to flash with turn signals. Lower red light on each side to override as brake. All lights to flash as warning, randomly.	1.00
SR00107777	Install four (4) Whelen #OSR00FCR red LED lights with clear lens to steady burn on the lower inner panel of each cab door and active with the cab door open circuit. Install lights as far outboard as possible.	1.00
SR00107793	Install a Whelen 60" Freedom IV LED lightbar with clear lenses to be mounted on the cab roof. Four (4) red/white corner LED, one (1) alley light on each end, and ten (10) forward-facing LED (Red/White/TD/Red/White/White/Red/TD/White/Red)	1.00
SR00107821	Install: Two (2) amber Tecniq LED (S33-AA00-1) clearance/ICC lights on the module near the roof line per dwg #1.	1.00
SR00107823	Install: One (1) license plate holder with light and recessed into the rear of the module. The license plate has been moved to the right from the standard location due to the brake and back-up lights being installed in the kickplate. Located per dwg #2.	1.00
30-06-0411	WARNING LIGHTS FLASH PATTERN, COMET FLASH 75 The flash pattern for the vehicle warning lights: Comet Flash 75.	1.00
ColorLENS	COLORED LENSES ON ALL WARNING LIGHTS	1.00
GWL070002	LIGHTS GRILLE - 2 WHELEN 700 SUPER LED	1.00



Two (2) Whelen 700 series super LED warning lights, with waterproof connectors shall be installed the grille area of the chassis. The lights shall operate from a switch on the master control console labeled "Flashers".

GWLC1R1R	GRILLE WARNING LIGHT LOCATION 1 - RED The warning light located on the grille in location 1 shall be red.	1.00
GWLC1R2R	GRILLE WARNING LIGHT LOCATION 2 - RED The warning light located on the grille in location 2 shall be red.	1.00
STRPTRN	STRAIGHT PATTERN WARNING LIGHTS The front warning lights will be aligned in a straight pattern across the module.	1.00
FWL090002	LIGHTS FRONT MODULE - 2 WHELEN 900 SUPER LED Two (2) Whelen 900 series super LED warning lights with chrome bezels shall be installed on the module front. The lights shall operate from a switch on the master control console, labeled "Flashers".	1.00
FWLC1R1R	FRONT WARNING LIGHT LOCATION 1 - RED The warning light located on the upper front of the module in location 1 shall be red.	1.00
FWLC1R2R	FRONT WARNING LIGHT LOCATION 2 - RED The warning light located on the upper front of the module in location 2 shall be red.	1.00
30-25-0123	LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ Install: (5) red TECNIQ LED (S33-RR00-1) clearance / ICC lights on the rear of the module near the roof line per dwg #2.	1.00
ROL090002	LIGHTS REAR MODULE, UPPER OUTER - 2 WHELEN 900 LED Two (2) Whelen 900 series super LED warning light with chrome bezels shall be installed on the upper rear of the module, in the outer location. The lights shall operate from a switch on the master control console, labeled "Flashers".	1.00
ROLCL1R1R	REAR OUTER MODULE LIGHT LOCATION 1 - RED The warning light located on upper rear of the module, in outer location 1 shall be red.	1.00
ROLCL1R2R	REAR OUTER MODULE LIGHT LOCATION 2 - RED The warning light located on upper rear of the module, in outer location 2 shall be red.	1.00
RCL070001	LIGHTS REAR MODULE, UPPER CENTER - 1 WHELEN 700 LED One (1) Whelen 700 series super LED warning light with a chrome bezel shall be installed on the upper rear of the module, center location. The light shall operate from a switch on the master control console, labeled "Flashers".	1.00
RCLCL1R1A	REAR CENTER MODULE LIGHT LOCATION 1-AMBER The warning light located on upper rear of the module in the center location shall be amber.	1.00
RS090002	LIGHTS REAR SCENE - 2 WHELEN 900 24 DIODE LED Two (2) Whelen 900 Series super LED scene/load lights with chrome bezels shall be installed on the upper rear of the module. The lights shall operate from a switch on	1.00



the master control console, labeled "Rear Scene Lights".

FIL07F0002	LIGHTS FRONT INTERSECTION - 2 WHELEN 700 LED Two (2) Whelen 700 series super LED warning lights, with chrome flanges and water-proof connectors, shall be mounted on the front chassis fenders, one (1) on each side. The lights shall operate from a switch on the master control console labeled "Flashers".NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.	1.00
FILCLR1R	FRONT INTERSECTION LIGHT LOCATION 1 - RED The warning light located on front of the chassis fender in location 1 shall be red.	1.00
FILCLR2R	FRONT INTERSECTION LIGHT LOCATION 2 - RED The warning light located on front of the chassis fender in location 2 shall be red.	1.00
RIL070002	LIGHTS INTERSECTION REAR - 2 WHELEN 700 LED Two (2) Whelen 700 series super LED warning lights with, chrome flanges and water-proof connectors, shall be installed above the rear wheel wells, one (1) on each side. These lights shall operate from a switch on the master control console screen labeled "Flashers".NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.	1.00
RILCLR1R	REAR INTERSECTION LIGHT LOCATION 1 - RED The warning light located on above the rear wheel well at location 1 shall be red.	1.00
RILCLR2R	REAR INTERSECTION LIGHT LOCATION 2 - RED The warning light located on above the rear wheel well at location 2 shall be red.	1.00
30-27-1102	LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ Install: (2) red Tecniq LED (S33-RR00-1) clearance/ICC lights, (1) red on each side at rear of the vehicle, flash with turn signal, per Dwg #3 and #4.	1.00
SWL090004	LIGHTS SIDE WARNING - 4 WHELEN 900 SUPER LED Four (4) Whelen 900 series super LED warning lights with chrome flanges shall be installed, two (2)on each side of module exterior per dwg.	1.00
SWLCLR1R	SIDE WARNING LIGHT LOCATION 1 - RED The warning light located on side of the module, in outer location 1 shall be red.	1.00
SWLCLR2R	SIDE WARNING LIGHT LOCATION 2 - RED The warning light located on side of the module, in outer location 2 shall be red.	1.00
SWLCLR3R	SIDE WARNING LIGHT LOCATION 3 - RED The warning light located on side of the module, in outer location 3 shall be red.	1.00
SWLCLR4R	SIDE WARNING LIGHT LOCATION 4 - RED The warning light located on side of the module, in outer location 4 shall be red.	1.00
SS090004	LIGHTS SIDE SCENE - 4 WHELEN 900 24 DIODE LED Four (4) Whelen 900 series 24 Diode LED scene lights with chrome flanges shall be installed, two (2) each module side. These lights shall operate from switches on the	1.00



master control console labeled "Left Scene Light" and "Right Scene Light".

SSPFH2A002

LIGHTS, SIDE MODULE FLOOD (2) - WHELEN PIONEER PLUS LED DUAL (PFH2)

1.00

Two (2) Whelen Pioneer Plus LED (PFH2) dual lamp floodlights with (PBH203) chrome trim ring shall be installed, one (1) each module side in the center position. These lights shall operate from switches on the master control console labeled "Left Flood" and "Right Flood".

Braun - Module Body Construction

Item Number	Description	Quantity
39-00-0005	AWS ALUMINUM CERTIFIED WELDERS	1.00
39-10-0003	CONNECTIONS, MODULE Bolt: to the chassis frame rail with (12) 5/8" -11 grade 8 bolts through OEM rubber insulating spacers installed on outriggers at twelve (12) separate locations (six each frame rail), providing noise insulation and easy removal for chassis replacement, mounting bolts to be properly torqued and secured with locktite, system used for fastening the module to the frame to be that approved by the chassis manufacturer.	1.00
40-00-0080	INSULATION - POLYURETHANE SPRAY FOAM The walls, ceiling, passage doors, outside storage doors, the entire underside of the module floor (except for mounting pads), the underside of the outside storage compartments, the wheel wells, and the underside of the curbside step area shall be completely foam - in - place insulated with nominal 3/4" thick sprayed on Class I, urethane foam for thermal and acoustical insulation. The insulation shall comply with FMVSS #302 flame spread requirements. The underside of the body shall be properly prepared to ensure adhesion before the spray insulation is applied.	1.00
39-00-0001	MODULE BODY CONSTRUCTION - SEAMLESS Module: fabricated entirely of parts cut and formed from .125" (minimum) thickness 5052-H32 flat aluminum sheet stock, using CNC machines capable of .010" repeatability. This is the only alloy that may be used for body parts that are welded together. Roll-cage type interior super-structure, aluminum partition and module welded together into a single unit, roof designed with a minimum 1.5" crown to facilitate water run-off. Floor, roof, sides, all exterior doors fabricated from .125" (minimum) thick flat aluminum sheet stock, exterior joints between the roof and side components continuous full seam welded the entire length of the module. All exterior body panel joints continuous full seam welded. No VHB bonding tape or other adhesives used in the construction of the ambulance module.	1.00
39-00-0002	SOLE SOURCE MODULE BODY CONSTRUCTION	1.00

Braun - Module Features / Exterior

Item Number	Description	Quantity
SR00107734	Install 24" high aluminum diamond plate rear corner guards. Guards shall butt-up against the top of the kick plate.	1.00



SR00107735	OSS #2 has been modified (height and width) and to be built per dwg #3 dimensions. Hinged double doors with locking handles.	1.00
SR00107737	Install an additional OSS #1A compartment that is to be built per dwg #3 dimensions. Compartment will house misc electrical, inverter, charger, suction pump. Door will be vented.	1.00
SR00107740	OSS #3 has been modified (height and width) and to be built per dwg #3 dimensions. Two (2) adjustable shelves with track. Double hinged doors with locking handles.	1.00
SR00107749	Install black turtle tile on the floor and shelving of all exterior compartments. To include tapered edge trim pieces where applicable.	1.00
SR00107756	Install Red Tecniq D21 strip lights on the interior of all passage and rear facing OSS compartment doors. Two (2) curbside entry door, one (1) on top and one (1) on bottom. Two (2) on the rear doors, one (1) on each door towards the top. One (1) each top portion of rear entry doors. One (1) on upper portion of OSS#1, 2, 3, 4, and 5. Total of 9 lights. Lights to power with battery switch, regardless of warning mode.	1.00
SR00107763	Install a compartment through the center of the rear riser per drawing #2. Compartment to be as large as possible, and will include a hinge down door with a vertical strap with (2) chrome locking lever latches. Include a door open sensor for VMUX warning.	1.00
SR00107764	Install: power door locks on module passage doors, and (6) OSS compartments (except #1A), use OEM key fobs.	1.00
SR00107774	OSS #4 has been modified (height) and to be built per dwg #4 dimensions. Split compartments #4A and #4B. #4A, rear of the divider, a fixed shelf to be 10" off the compartment floor with backboard/scoop storage above the shelf. #4B, forward of the divider, a fixed shelf 40" off the compartment floor with stair chair storage below the shelf.	1.00
SR00107775	ACCESS STEP MANUAL: #MPOS-24. ZIAMATIC MANUAL QUIC-STEP #MPOS-24, 24"W X 9.5"D NON-SKID STEPPING SURFACE. STATIC LOAD OF 500LBS (NFPA) COMPLIANT. Install mud flaps on all three sides of the step to help the road grime from hitting the step.	1.00
SR00107786	OSS #1 has been modified (height) and to be built per dwg #3 dimensions. Zico hydraulic oxygen lift for "M" tank. Compartment 21.75d above the oxygen bracket.	1.00



One (1) adjustable shelf with track. Hinged door with louvers on lower portion of the door with a locking handle.

SR00107792	Three (3) Zico SCBA KD-UH-6-SF (#23891) holders shall be provided and installed in OSS #2. Center on the back wall of the compartment. See dwg #3.	1.00
SR00107798	Ship loose three (3) painted 12 X 12 placards and holders. Paint FLNA 3225 red.	1.00
SR00107802	Install three (3) SCBA storage tubes with CPI access doors. Two (2) are located on the streetside per dwg #3 and one (1) located on the curbside per dwg #4. (Install strap and footman loops for door hold opens) Install ribbed rubber matting in the bottoms of the bottle storage tubes. Glue the rubber matting down so it will not slide out when the bottles are removed.	1.00
SR00107812	Install: Zico hydraulic oxygen tank lift, mounted in OSS #1	1.00
SR00107815	Install an additional OSS #6 slide-out drawer to be built per dwg #4 dimensions. Drawer to have a locking handle.	1.00
SR00107824	OSS #5 has been modified (height) and to be built per dwg #4 dimensions. Three (3) adjustable shelves with track, with one (1) shelf as a divider between the interior cabinets. Inside/outside access. Hinged door with a locking handle.	1.00
SR00107829	The module sides are to be lowered 4.25" on both sides.	1.00
40-00-0009	ALUMINUM PARTS - MODULE EXTERIOR All unpainted exterior aluminum parts to be bright dip anodized after fabrication to retain the finish and increase corrosion resistance.	1.00
40-00-0010	CORROSION MINIMIZATION - MODULE All module contact with dissimilar metals shall be minimized with the use of nylon screw-hole inserts to provide hinge to door isolation with the module body, polypropylene strip hinge isolation, polyethylene backed rubber tape, ceramic coated stainless steel hinge bolts, and ECK brand corrosion inhibitor spray.	1.00
40-00-0020	DOOR CONSTRUCTION - GASKET PLACEMENT All exterior hinged module doors shall be constructed in an inverted pan-formed design. The pan shall be constructed from .125" thick 5052-H32 flat sheet aluminum. The exterior door skin shall be constructed of .190" thick aluminum and welded to the pan. Door gaskets shall be attached to the interior side of the door skin on the top, bottom and outer edge of the door. The gasket on the hinge side of the door will be attached to the door frame.	1.00
40-00-0060	EXTERIOR COMPARTMENTS - SWEEP-OUT	1.00



Exterior module compartments: a sweep-out design to aid in facilitation of the purchaser's routine care and cleaning of the vehicle. All exterior compartment floors, with the exception of the front ALS compartment to be constructed to be flush with the bottom door frame.

40-00-0030	<p>EXTERIOR COMPARTMENTS DESIGN</p> <p>All exterior compartments shall be vented and include: sound absorbing slip resistant polyurethane material sprayed on the inside of all compartments and compartment shelving, slide out trays and closeouts, baffled seep holes provided to prevent water from splashing or seeping into the exterior compartments, full-length, two-way adjustable, stainless steel hinges on all exterior compartment doors with 3/16" stainless steel hinge pins, compartment doors installed, flush with the module body, when double doors are provided, each door to have exterior handle, but only the forward door lockable, rearward door is secured when forward door is locked), all exterior compartments and passage doors keyed alike, lockable Eberhard "free-floating" type chrome plated handles with rotary locks. gasket installed under each handle to protect the paint; drip rails installed above all exterior compartment doors.</p>	1.00
40-00-0050	<p>EXTERIOR COMPARTMENTS, VENTING</p> <p>(9) square inches (minimum) of venting inside #1, #2, #3, & #4 exterior storage compartments to provide for easier closure of the compartment doors.</p>	1.00
40-00-0055	<p>EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE</p> <p>(9) square inches (minimum) of venting provided in the exterior oxygen storage compartment, to dissipate any leaking oxygen gas.</p>	1.00
40-00-0070	<p>HANDLES, EBERHARD - CHROME FREE FLOATING TYPE</p> <p>Install: Eberhard #EMC-1-2110 chrome "free-floating" handles on each exterior module door, large enough to accommodate a gloved hand.</p>	1.00
40-10-0321	<p>STEPWELL, CURBSIDE DOORWAY - MID STEP AREA</p> <p>Install: aluminum diamond plate step well and mid-level step in curbside doorway threshold area.</p>	1.00
40-00-0091	<p>THRESHOLD, STAINLESS STEEL - ALL OSS STORAGE COMPARTMENTS</p> <p>Each exterior storage compartment with a hinged door: stainless steel lower threshold at the door opening to protect the paint.</p>	1.00
40-00-0082	<p>SOUND DEADENING PACKAGE</p> <p>Apply: An acoustic coating - entire floor, left wall, ceiling, left and right panels forward of the partition to be covered at the manufacturers recommended thickness.</p>	1.00
40-00-0085	<p>COATING, CERAMIC THERMAL</p> <p>Apply: Temp-Coat ceramic thermal barrier coating to the interior of the module roof after the spray foam application, to meet or exceed the manufacturer's recommended thickness.</p>	1.00
40-10-0340	<p>STONE GUARDS, MOD FRNT -ANODIZED DIAMOND PLATE</p> <p>Install: anodized aluminum diamond plate stone guards on module front, (1) each side.</p>	1.00
40-10-0030	<p>DOCK BUMPERS, REAR</p> <p>Install rear dock bumpers.</p>	1.00



40-10-0046	DOOR HINGED - MODULE CURBSIDE PASSAGE Install hinged curb door.	1.00
40-10-0083	DOORS - REAR PASSAGE A 49.00" wide x 59" high rear door opening to be in patient compartment, doors to be flush without a protruding flange or lip, right rear passage door to have lockable, chrome exterior handle, left rear door to have a non-locking, chrome exterior handle.	1.00
40-10-0130	EMERGENCY RELEASE LEVER, REAR PATIENT PASSAGE DOORS Install emergency release lever, attached to each rear passage door latch to be free-floating from the interior door linkages.	1.00
40-10-0506	WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR SLIDING) Install sliding windows with screens in rear doors. Curbside passage door to have openable (sliding) window with removable screen, each rear passage door to have openable (sliding) window with removable screen, distance between rear window, glass not to exceed 6", windows to have 69% dark tint, and secured with black oxide coated fasteners, warning lights not blocked from view when curbside or rear doors are open.	1.00
40-10-0104	FENDERETTES - RUBBER Install: Black Rubber Fenderettes around rear wheel well openings.	1.00
40-10-0119	HOLD-OPEN - REAR DOORS - GRABBERS Install: door grabbers (1 pair) with hard rubber inserts on rear doors.	1.00
40-10-0360	KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE Install: anodized aluminum diamond plate kick plate at the rear exterior doorway, providing a kick / scuff plate at rear of the vehicle above rear step, per dwg # 2.	1.00
40-10-0204	MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR Install black rubber, fiberglass reinforced mud flaps with a minimum 1/4" thickness bolted to underside of module behind rear wheels, to provide adequate coverage of rear dual wheels of the chassis, mud flaps to be (3) color with the Manufacturers Logo.	1.00
40-10-0266	REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED Affix: rear bumper to chassis frame, constructed with a hinged center section, (2) steel braces to secure step to chassis frame, outer 17" on each end of bumper constructed from heavy gauge stamped polished stainless steel bumper parts, to provide smooth rounded corners, step constructed of star punched .125" thick aluminum diamond plate, (2) rear LED step illumination lights provided. All diamond plate surfaces to be anodized; strip of black PVC installed on face of step.	1.00
40-10-0381	TOW HOOKS, MODULE REAR Secure: fasten (2) tow hooks in rear step area to rear step braces.	1.00
40-10-0283	RUB RAILS, ANODIZED ALUMINUM, "C" CHANNEL Install: anodized aluminum "C" channel rub rails on lower sides of body below outside compartment sill areas, rub rails to be offset 3/16" from body.	1.00
40-00-0019	DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS	1.00



	Interior door skins for all outside storage compartments constructed of .063" thick aluminum diamond plate.	
OS2SHELF1	OSS #2 - SHELF ONE (1) ADJUSTABLE WITH TRACK Outside storage compartment #2 shall contain one (1) adjustable shelf with track.	1.00
OS4BB	OSS #4 - BACKBOARD - SCOOP STRETCHER STORAGE Compartment #4 shall provide storage for backboards / scoop stretcher, with a (1) inch adjustable strap with black plastic buckle.	1.00
OS4DIV1	OSS #4 - FIXED DIVIDER One (1), fixed divider with sprayed on polyurethane material shall be provided and installed in outside storage compartment #4 per dwg. #4.	1.00

Braun - Module Interior / Patient Compartment

Item Number	Description	Quantity
SR00107787	Install a ProAir IW-3856 700 CFM heater/ac system with 56,000 BTU heating capacity and 38,000 BTU cooling capacity utilizing a 10-speed brushless blower motor in the upper front wall.	1.00
SR00107790	SQUAD BENCH BASE WITH SHARPS LID, CONTOUR SEATS	1.00
SR00107808	Skid resistant black turtle tile matting shall be installed in the curbside step well.	1.00
SR00107730	Curbside interior wall, cabinets #3 and #4. Shall have top hinged polycarbonate doors and be secured with center squeeze latches. Per dwg #6.	1.00
SR00107745	Install a ProAir 206 dual core single port condenser on the front of the module. 50-41-1004	1.00
SR00107747	A CPR. EVS seat, backpack harness, with underseat storage shall be installed on the street side of the patient compartment.	1.00
SR00107750	Install the radio speaker in the ceiling of the patient compartment. (1) towards the front, (1) towards the rear per dwg #9. One (1) radio fader control shall be in the cab radio. The fader shall control the two (2) stereo speakers.	1.00
SR00107751	The upper left wall cabinet #2 has been modified (height and width) and to be built per dwg #5 dimensions. The cabinet will have a lift-up restocking frame with gas fill hol-open shocks and sliding polycarbonate doors with full length handles and the outer most sliding door with handles on both ends. The cabinet will have one (1) adjustable shelf each side of the center divider.	1.00



SR00107752	Primary action area with countertop suction, suction control, (2) 125VAC, 12VDC, dual USB port, inverter status, domestic climate control, (2) oxygen outlets and bypass, vista screen on a flat flip-down panel.	1.00
SR00107753	Four (4) Cast Products #IV2008-1 with rubber arm recessed, dual ceiling IV hangers shall be provided per dwg #9.	1.00
SR00107760	Install (3) ROM Durolumen LED lights in patient compartment ceiling per drawing #9	1.00
SR00107762	An SSCOR suction system shall be installed on the action wall counter near the attendant's seat. The 12 VDC SSCOR electric vacuum pump to be installed in OSS #1A. (must use SSOR pump and tubing)	1.00
SR00107770	Install a pull-out drawer #4 in the lower, rear left wall below cabinet #3. Drawer is to be built per dwg #5 dimensions. The drawer is to be secured with a locking stainless steel flush pull latch.	1.00
SR00107773	Install a tip-out sharps cabinet in the rear curbside wall per dwg #6. Cabinet shall contain a B&D 3.3 qt oval container and tip-out towards the aisle and be secured with a locking stainless steel flush pull latch.	1.00
SR00107778	The left, upper rear wall cabinet #1 has been modified (height and width) and to be built per dwg #5 dimension. The cabinet shall have a lift-up restocking frame with gas filled hold-open shocks and sliding polycarbonate doors with full length handles and the outer most sliding door with handles on both ends. The cabinet will have one (1) adjustable shelf.	1.00
SR00107782	Install two (2) 32" on the ceiling per dwg #9, one (1) forward of CPR seat and one (1) to the rear of CPR seat. Install one (1) 64" on bench side per dwg #9.	1.00
SR00107783	Lower front wall cabinets #2 and #3 shall be enclosed with hinged polycarbonate doors with full length handles and secured with center squeeze latches. There shall be one (1) adjustable shelf per cabinet with inside/outside access to OSS #5.	1.00
SR00107791	Lower, rear left wall cabinet #3 has been modified (height and width) and to be built per dwg #5 dimensions. The cabinet shall be enclosed with sliding polycarbonate doors with the outer most sliding door to have handles on both ends. The cabinet will have one (1) adjustable shelf.	1.00



SR00107794	Install a customer supplied MedVault in the upper front wall pass through area per dwg #7.	1.00
SR00107795	Install: three-speed, 250 CFM (minimum exhaust fan in the street side cabinet in the patient compartment, fan pulse width modulated from a switch on the attendant control panel vista screen, exhaust system to have a louvered grille inside rear streetside wall per dwg #5 and a chrome vent outside on the rear of the module per dwg #2, system vent through the side of the vehicle, not through the roof.	1.00
SR00107797	Install a sharps/waste drawer at the head of the squad bench that shall open towards stepwell and house (2) 8970 containers. (1) for sharps, (1) for waste. Install using heavy duty slides. Install recessed hinged acrylic lids on top to access each container. Ref. Drawing 6,8,9	1.00
SR00107800	Install a tip-out sharps cabinet under the primary action area counter to open towards the aisle. Tip-out to contain a 3.3 qt sharps container. To be secured with a locking stainless steel flush pull latch. Per dwg #5.	1.00
SR00107803	Install an additional ProAir #938 AC unit in the upper front wall. Install an additional ProAir #948 HeatAC unit in the upper front wall.	1.00
SR00107811	Install a recessed 3-glove storage box on the wall facing the foot of the squad bench for storage of (3) boxes of rubber gloves. Shall have a 1/4" clear acrylic hinged access panel with three (3) cut-outs. A 1/4" turn latch will be installed on the face of the glove box access panel.	1.00
SR00107814	Install cabinet #6 above the CPR seating area and to be built per dwg #5 dimensions. Cabinet is to have a top-hinged polycarbonate door with friction hinges and to be secured with a center squeeze latch.	1.00
SR00107816	Install a 43" high barrier wall at the head of the squad bench.	1.00
SR00107820	The secondary action area has been deleted. Custom length main action area	1.00
SR00107822	Delete pass through opening to cab. There is to be no access from the chassis to the patient compartment.	1.00
SR00107826	Delete the standard upper front wall cabinet #1 due to installing a ProAir 938 AC unit.	1.00
50-51-1001	CABINET CONSTRUCTION - INTERIOR - ALUMINUM	1.00



	All interior cabinets shall be constructed of .090" thick welded aluminum.	
50-51-1014	CATCH, MAGNETIC - ADHESIVE BACK FOR INTERIOR DOOR(S) OVER 36 INCHES All interior doors that are over 36" inches tall with a latch on the top of the door shall have an adhesive back magnetic catch installed on the bottom of the door.	1.00
50-60-0220	EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT (2) "No Smoking / Oxygen Equipped / Fasten Seat Belts" signs: (1) sign installed in the cab, (1) above the oxygen outlets in the patient compartment street side cabinet.	1.00
50-60-0300	FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE Sub-floor in the patient compartment: constructed of .125" thick aluminum over .125" and .190" thick reinforcing hat sections and mounting laterals, aluminum sub-floor covered with a 3/4" non-wood composite material, all corner molding, edging and trim anodized aluminum or stainless steel and sealed to prevent fluids from seeping under the cabinets.	1.00
50-60-0301	FLOORING - COVE Patient compartment floor radius: coved with pre-formed floor coving material, installed behind the vinyl floor covering, along both the street side and curbside walls.	1.00
50-60-0391	HEADLINER - REAR PATIENT COMPARTMENT Headliner in the patient compartment shall be one-piece, seamless, .090 thick aluminum finished with sprayed-on multi-use polychromatic coating.	1.00
50-51-1013	HOLD OPENS FOR INTERIOR DOORS All interior cabinets with doors less than 6" tall shall have friction hinges as hold opens for door(s). Doors 6" and taller shall be designed using gas shocks as hold opens for the door(s).	1.00
50-60-0660	PADDED EDGING PROTECTION Install: padded corner edging where necessary on exposed corners and edges in the patient compartment for patient and attendant protection.	1.00
50-00-0202	ROUNDED INTERIOR CORNERS Interior vertical edges: rounded/padded corners in the following locations: forward and aft edges of the CPR seat, the wall at the aft end of the squad bench, the partition opening cabinet edges and the upper front wall cabinet.	1.00
50-51-1011	RECESSED ADJUSTABLE SHELF TRACK - CABINETS Install recessed adjustable shelf track in cabinets.	1.00
50-51-5001	UPHOLSTERY - PATRIOT PLUS CHARCOAL #8605 All cushions, head pads and seating surfaces shall be covered with Patriot Plus Charcoal #8605	1.00
50-60-0661	INTERIOR MODULE PADS Vinyl upholstered, foam cushioned head/back pads shall be installed as follows: the lower edge of the upper front wall cabinet (above the partition doorway or window), above the rear doors, above the side door, and on the street side wall behind and on each side of the CPR seat. The pads shall be covered with a flame-retardant color coordinated vinyl upholstery material.	1.00
50-51-6025	LONCOIN II FLECKS, NON-SLIP EMBOSSED COIN - ONYX #150	1.00



	The floor in the patient compartment shall be covered with Lonseal brand "Loncoin II" non-slip, (embossed coin) Onyx #150	
50-51-2003	CABINET DOORS - BRONZE POLYCARBONATE All cabinet doors shall be bronze polycarbonate material / installed in aluminum track lined with PPL inserts / An edge mounted aluminum handle shall be installed on each sliding cabinet door.	1.00
50-51-3001	CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE Headliner, walls, cabinet faces, and cabinet interiors MultiSpec color to be #99-7371 Marble Stone	1.00
IS-CNT-ACR	COUNTER TOP, SOLID ACRYLIC Install: solid acrylic countertop with 1/2" lip on the primary action area.	1.00
50-51-4050	COUNTERTOP ACCENT STRIPE NOT REQUIRED No counter access stripe	1.00
50-51-4112	COUNTERTOP - SOLID ACRYLIC - NIGHT STARS Install a solid acrylic countertop, Night Stars. (#9105CS).	1.00
50-01-0408	LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE - INCLUDING RADIO CABINET The ACP (attendant control panel) door, the PDQ (power distribution quarters) door, and the radio cabinet door shall be secured with chrome locking lever latches/ all remaining interior hinged cabinet doors with center squeeze latches/all interior drawers with locking flush pull latches.	1.00
50-10-0229	LEFT WALL - ATTENDANT CONTROL PANEL - WITH FLAT AREA A Weldon Vista Control Screen shall be mounted on a hinged access panel and secured with two (2) latches. The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be used for future radio mounting, etc.	1.00
50-50-0541	HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS Gas cylinder hold-open(s) shall be provided and installed to hold lid in the open and closed position.	1.00
50-60-0720	STAINLESS STEEL WALL PROTECTION - SQUAD BENCH BASE Install stainless steel panel on the face of the squad bench base, and extend up to the bottom of the squad bench lid.	1.00
SQ-BN-BASE	SQUAD BENCH BASE W/STORAGE A storage area shall be provided in the squad bench base. The squad bench base shall be constructed of .090" thick aluminum for maximum storage capacity and minimum weight. The interior of the squad bench shall be sprayed with sound absorbing polyurethane material.	1.00
IF-CNT-NO	COUNTER TOP NOT REQUIRED	1.00
50-50-0118	SEATING - ATTENDANT - USSC VALOR R - BACK INTEGRAL CHILD, SWIVEL SEAT CN8 COMPLIANT	1.00



A USSC Valor rear facing, R-back attendant seat with an integrated child seat installed at the head of the patient cot: a (2) position swivel seat mounted on a pedestal base with a heavy-duty seat frame / ABTS (All Belts To Seat) application with (4) point / (4) retractors single click internal mount belt system. The seat shall be padded and covered with sewn matching vinyl upholstery.

50-50-0122 SEATING - ATTENDANT - SIDE MOUNT POSITION 1.00
The attendant seat shall be in a side mount position.

50-61-0021 ASSIST HANDLES, (3) 'V-BARS' ANTI MICROBIAL (YELLOW), (3) BLACK URETHANE 1.00
A total of six (6) assist handles shall be provided: three (3) 1-1/4" diameter Yellow Anti-Microbial stainless steel 'V' handles, one (1) on each passage door; and three (3) 10-7/8" black vulcanized rubber with steel core assist handles: two (2) handles at the rear doorway, and one (1) at the curbside doorway.

50-60-0325 NO - GLOVE, DISPENSER - CURBSIDE ABOVE DOOR 1.00
Delete the glove box (3) dispenser above the curbside door.

50-60-0640 OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM 1.00
A 12 VDC controlled electric O2 system operated through the v-mux multiplex electrical system shall be provided and installed.

50-60-1601 OXYGEN OUTLET (1) LEFT WALL - OHIO MED - ACTION AREA 1.00
One (1) Ohio Medical flush mounted; quick release wall outlet shall be installed in the forward street side cabinet action area. Per dwg #5

50-60-1640 OXYGEN OUTLET (1) RIGHT WALL - OHIO MED - HEAD END OF SEATING AREA 1.00
One (1) Ohio Medical flush mounted; quick release wall outlet shall be installed in the right wall above the head end of the curbside seating area. Per dwg #6

50-60-1680 OXYGEN OUTLET (1) CEILING - OHIO MED - ABOVE HEAD OF COT 1.00
One (1) Ohio Medical flush mounted; quick release oxygen outlet shall be installed in the ceiling above the head of cot in the center mount position. Per dwg #9

50-60-0631 FLOW METER, OXYGEN - LSP DIAL TYPE (1) 1.00
One (1) LSP dial type oxygen flow meter shall be shipped loose with the completed vehicle.

50-60-0740 PASSAGE DOORS - STAINLESS STEEL PROTECTOR - LOWER DOOR PANELS 1.00
A stainless steel panel shall be installed on the interior lower portion of each passage door. The top of the stainless steel shall be installed beneath the upper door panel.

50-60-0761 STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE 1.00
A brushed stainless steel panel shall be provided on the street side wall from the bottom of the CPR seat.

50-60-0820 ANTI-SLIP MATTING - CURBSIDE STEPWELL 1.00
Anti-Slip charcoal gray matting shall be installed in the curbside step well.

Braun - Optional Patient Compartment Items

Item Number	Description	Quantity
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SR00107827	(2) 5lb ABC fire extinguishers with mounting brackets included to the be shipped loose with the vehicle.	1.00
CS_Stryker_Power	CUSTOMER SUPPLIED STRYKER POWER LOAD COT MOUNT Install customer supplied Stryker Power-LOAD cot fastener system on module floor for Stryker cot. center mounted, load through the rear doorway, 0.625" thick aluminum tapping plate installed below aluminum floor securing cot fastener system. Install transfer relay and breaker - system to charge only when shoreline plugged in or system is active.	1.00
30-10-0431	LIGHT, STEPWELL - CURBSIDE DOORWAY - 2" LED SURFACE MNT Install: Whelen 2" LED light in stepwell - side doorway (#18105 with surface mount flange #27190). See Dwg #7	1.00
30-10-0502	LIGHTS, INTERIOR - WHELEN MINI LED BRAKE/TURN REAR HEADPAD Install: Whelen Mini-LED turn signal and brake light on rear headpad above the rear doors (amber / red / amber).	1.00

Braun - Paint / Graphics

Item Number	Description	Quantity
SR00107733	Install two (2) customer supplied door logos. To be installed one (1) on each forward cab door. Per the attached graphics layout.	1.00
SR00107742	Custom beltline stripe that starts just behind the chassis fenders & includes a large step up on the front face of the body.Stripe will stop on rear corners1" BLACK SCOTCHLITE1" SILVER PAINT6" RED SCOTCHLITE1" SILVER PAINT1" BLACK SCOTCHLITEInstall a .25" black scotchlite at paint break on the cab and body.Lettering to match current layout. See pictures and layout attached.	1.00
SR00107807	Diamond grade Red/Yellow chevron striping 6" wide inverted "V". The upper portion of the rear doors to be all red diamond grade & lettering to be installed over diamond grade material.See attached pictures and layout.	1.00
SR00107810	Chassis is to be painted Silver Metallic FLNA91733 from the window line down. The cab hood, roof and remainder of the cab will be painted Red FLNA3225, buff the cab. Per the attached graphics layout.	1.00
SR00107830	Upper Portion of body to be FLNA 3225 red from approximately 2" below the upper body warning lights.Remainder of lower portion of body to be painted FLNA91733 Metallic Silver. Per the attached graphics layout.	1.00
SR00107831	Install an Avery Etchmark Frosted 12" star of life on each rear window.	1.00



60-01-0001	PAINT PROCEDURE All non-anodized aluminum module body surfaces: completely chemically steam cleaned, filled with premium body filler as needed, sanded smooth and primed with an epoxy primer and then primed again with a high solid primer, cured primer surfacer shall be DA sanded with 320 grit and cleaned. A high solid primer shall then be applied, where needed, as a sealer.	1.00
60-01-0005	STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE Adhere to Standards and Specifications for Vehicle Paint Appearance.	1.00
60-01-0004	BUFFING, PAINT - MODULE The paint on the module sides shall be buffed to a high shine using a recommended paint buff system.	1.00
60-25-0106	REFLECTIVE - RED MATERIAL IN RUB RAILS Install red reflective material in rub rails.	1.00

Braun - Vehicle Manuals

Item Number	Description	Quantity
80-20-0001	VEHICLE MANUALS (1) PACKAGE SET One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items: Ambulance manufacturer parts, service, and operation manuals, OEM chassis owner's guide, complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems, Multiplex Electrical system programming - electronic media	1.00
90-10-0007	STATEMENT OF LIMITED WARRANTY NEW AMBULANCES	1.00

Item Number	Description	Quantity
SR00107771	The PDQ cabinet has been relocated on the front wall in the pass through on the left. The PDQ shall be a shallow cabinet with a right hinged vented aluminum door with chrome locking lever latches. The cabinet will house electrical nodes and misc. electrical components.	1.00

EXHIBIT B
WARRANTY



BRAUN PERFORMANCE EXCELLENCE SYSTEM

Statement of Limited Warranty New Ambulances

Document No. and Level: BPES-P-076-100 / Level II
Effective Date: December 22, 2017
Revision No. C
Prepared By: Kim Braun
Owner: Kim Braun
Page: 1 of 2

SOLIDBODY™ MODEL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, Braun Industries, Inc. (the "Manufacturer") warrants to each original purchaser that its ambulances are free of defects in material and workmanship and shall maintain such integrity under normal use and service. This warranty is valid only in the United States and Canada and all warranty periods start from the date of manufacture and expire per the disclosures listed below. The Manufacturer warrants to repair or replace at its sole discretion; components, installation, or workmanship deemed to be defective under the terms and conditions set forth in this warranty statement. Warranty repairs must be performed by the Manufacturer or by a Braun Authorized Dealer / Service Center.

EXCLUSIONS AND LIMITATIONS

NOTWITHSTANDING ANY OTHER PROVISION HEREOF TO THE CONTRARY, OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, THE MANUFACTURER MAKES NO OTHER WARRANTY REGARDING THE AMBULANCES, PRODUCTS AND/OR SERVICES PROVIDED BY MANUFACTURER, EXPRESS OR IMPLIED, AND MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY IN SECTION 2-312 OF THE UCC THAT SUCH AMBULANCES AND/OR PRODUCTS DO NOT INFRINGE ON THE RIGHTS OF ANY OTHER PERSON. The purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the Manufacturer nor any Braun Authorized Dealer / Service Center shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages; including but not limited to economic loss, transportation, mileage, trip charges, wages, etc., and any remedy of incidental damages or loss are hereby excluded. Any acts of God or natural disasters, such as flood, storm, lightning, etc. are excluded. Purchaser's noncompliance with any part of this specific limited warranty shall immediately render the total warranty null, void and non-enforceable.

The purchaser shall use, service and maintain the ambulance according to the written instructions furnished by the Manufacturer and failure of purchaser to properly use, service and maintain the product in accordance with such instructions shall void the warranty, including, without limitation, (i) use of modular body for any purpose other than what it was originally designed to perform, (ii) resale or remounting of modular body without written warranty-transfer approval within the required time period, (iii) overloading the ambulance beyond its applicable weight rating, (iv) overloading the electrical system beyond its applicable electrical load rating, (v) remounting the modular body by anyone other than the Manufacturer or a Braun Authorized Remounter, (vi) defects or damage as a result of misuse, abuse, negligence, damage, or failure to provide normal routine maintenance, **and/or (vii) defects or damage as a result of pass-through and after-market work performed by any entity other than the Manufacturer.**

This statement of limited warranty does not apply to: (i) any product or component supplied by the purchaser, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than the Manufacturer, or (iii) any component that is not produced by the Manufacturer, and carries

its own warranty. Purchaser shall be responsible and liable for such modifications, alterations, integrations and installations performed by purchaser and purchaser hereby agrees to indemnify and hold harmless Manufacturer and its successors and assigns from all liabilities, obligations, cost, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Manufacturer and arising or relating to such modifications, alterations, integrations and installations performed by purchaser.

The Manufacturer reserves the right to make changes to the design and features of its products without any obligation to make corresponding changes to products previously manufactured. No other person is authorized to make any representation or warranty on behalf of the Manufacturer or any Braun Authorized Dealer / Service Center, other than as stated in the Manufacturer's warranty.

STRUCTURAL WARRANTY

The aluminum modular body (Braun SOLIDBODY™ ambulances) are warranted to be structurally sound and free of joint separation, weld cracks, and all other structural defects in materials and workmanship for the life of the vehicle in accordance with the provisions of this warranty. The original Braun Limited Warranty may be extended to the remounted ambulance when authorized.

Inclusions to warranty – The modular body construction, including seams, joints, door frames, roof, floor, and wall construction. All exterior doors. All aluminum cabinetry.

Exclusions from warranty – Paint finish, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets, and other accessories that are not structural components of the module. Normal wear parts such as door rollers, latches, hinges, etc. Any part or component becoming defective as a result of accident damage or other casualty.

An accident will void the structural warranty. The potential for reinstatement of the structural warranty is dependent on an inspection by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of the occurrence. The inspection will determine the structural integrity of the module and if there is an opportunity to reinstate the warranty.

TRANSFER OF OWNERSHIP:

The structural warranty may be transferred to a subsequent owner(s), provided that the vehicle is inspected by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of transfer of ownership and the warranty revalidation forms are completed and filed with the Manufacturer verifying warranty compliance. A warranty transfer fee, in addition to inspection charges, will apply. Once this warranty has become invalidated by failure to comply with this provision or for any other reason, it cannot be reinstated.

CONVERSION WARRANTY

The non-structural construction, assembly and installation of the module is warranted to be free of defects in materials and workmanship for a period of three years from the date of manufacture, or up to 36,000 miles, whichever occurs first. Performance of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the

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BRAUN PERFORMANCE EXCELLENCE SYSTEM

Statement of Limited Warranty New Ambulances

Document No. and Level: BPES-P-076-100 / Level II
Effective Date: December 22, 2017
Revision No. C
Prepared By: Kim Braun
Owner: Kim Braun
Page: 2 of 2

supplier of the specific item in question and may be more or less than the three year conversion warranty period and in some cases may not cover labor.

Inclusion to warranty – Non-aluminum cabinets, interior doors and acrylic or polycarbonate windows, hardware, latches and locks, trim, wall coverings, floor, kick plates, cot mount hardware, grab handles, IV hangers and other accessories. Braun manufactured seating, head pads, and other cushions and upholstery items. Air conditioning and heating system hoses, connections, and installation. Peeling or de-lamination of the topcoat and/or other layers of graphics. Cracking or checking of the graphics material and loss of gloss or color.

Exclusion from warranty – Effects from normal wear/use. Floor discoloration and marring. Damage to graphics caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow. Damage caused by power washers, or other aggressive forms of washing. Damage caused by rolling, sliding or segmented doors.

CHASSIS WARRANTY

All new Braun ambulances that are mounted on a new chassis will carry the full OEM warranty, as issued by the specific chassis OEM. This warranty is administered by the chassis OEM's representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth. This warranty does not apply to any portion of the truck or chassis directly included in the alteration process – including materials added to and work accomplished on the original chassis by a vehicle modifier. Should any chassis service/repairs be required due to Braun alterations, such repairs/service are covered under the Braun warranty for a term equal in duration, and in every other aspect, to the warranty provided by the OEM for the applicable chassis model year. The purchaser should complete an alignment after the unit is loaded and readied for use, as added weight and weight distribution will affect vehicle alignment. Alignments are not covered by OEM nor Braun warranty.

ELECTRICAL WARRANTY - MASTERTECH

The MasterTech microprocessor based, multiplex electrical system is warranted to be free of mechanical, electrical, and physical defects (excluding lamps, switches, and electrical display screens) for a period of seven years from the date of manufacture (up to 84,000 miles), whichever occurs first. The electrical display screens are also covered by a seven year pro-rated warranty, with a maximum allowable coverage of \$200 for parts replacement after three years. Labor is covered for the entire seven year period.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, nodes and electrical display screens. Initial programming and proper system functions. Installation and proper wiring of standard and specified optional components such as fans, lights, sirens, compressors, IV warmers etc.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems

which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

ELECTRICAL WARRANTY - TRADITIONAL

The electrical wiring harness, electrical components, and electrical system installation and workmanship are warranted to be free of defects for a period of five years from the date of manufacture (up to 75,000 miles), whichever occurs first. Performance and function of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the supplier of the specific item in question and may be less than the five year electrical warranty period, may not cover labor and may require repair instead of replacement.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, relays, rocker switches, circuit breakers, diodes, solenoids, voltmeters, ammeters, and hour meters. Installation and proper wiring of components.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

PAINT WARRANTY

The pro-rated paint warranty covers the areas of the ambulance body finished with paint products specified by the Manufacturer for a period of seven years from the date of manufacture, or up to 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-authorized by the Manufacturer and performed by the Manufacturer or an Authorized Braun Dealer / Service Center.

Inclusion to warranty – Peeling or de-lamination of the topcoat and/or other layers of paint. Cracking, checking or loss of gloss. Any paint failure caused by defective materials which are covered by this warranty. Corrosion caused by improper surface preparation, dissimilar metal reaction, or improper paint application.

Exclusion from warranty – Paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow. Paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing or the failure to touch-up stone chips. Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc. Failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, pressure washing, or aggressive mechanical wash systems. Failure of finishes that were applied without the prior, written authorization of the Manufacturer.

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EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.
- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
 - b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Brett G. Moss, Vice Mayor
Franklin H. Caplan
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 09, 2023
TO: Mayor Rasco and Councilmembers
THRU: Steven C. Williamson, Village Manager
FROM: Jeremy Calleros Gauger, Director – Building,
Zoning, & Planning Department
RE: Adoption of the Key Biscayne Vision Plan

RECOMMENDATION

It is recommended that the Village Council approve the adoption of The Key Biscayne Vision Plan and Executive Summary which may be found at:

https://keybiscayne.fl.gov/uniquely_kb/strategic_vision_plan/index.php

Or the full plan via a direct link at:

https://files.keybiscayne.fl.gov/Document%20Center/Uniquely%20KB/Vision%20Plan/2023.03.31_VKB_Vision_Plan2.pdf

BACKGROUND

A decade after incorporating, the Village worked with residents to create the 2020 Vision Plan which summarized "...the Village's vision of its preferred future, and the initiatives and projects required to implement the vision." Village council began discussions to update the 2020 Vision Plan in 2018 and began action to create the next Vision Plan

PREVIOUS OFFICIAL ACTION

In addition to budget hearings which included funding for creation of the Vision Plan, Council acted on the following items:

- Ordinance 2019-2 adopted at second reading on January 15, 2019, created the 2040 Strategic Vision Plan Committee as an 11-member Advisory Board (the "Board") to assist in preparing the 2040 Strategic Vision Plan, (the "Vision Plan").
- Ordinance 2019-04 adopted by council on April 9, 2019, amended the board to have 7 members upon expiration of initial terms.
- On December 4, 2020, the Village finalized an agreement to have DPZ CoDesign LLC (the "Consultant") to prepare the Vision plan.
 - COVID-19 caused disruption beginning in February 2020 shortly after the Consultant was hired and delayed work by the Board, Consultant and Staff.
- Resolution 2021-06 extended the term of the Board through January 15, 2022.
- Resolution 2021-56 extended the term of the Board through September 30, 2022.



VILLAGE OF KEY BISCAINE

CONSULTANT AND STAFF ACTION

The Plan was created over several phases:

- Analysis and review of previous plans and existing conditions
- Community outreach through the Speak Up Key Biscayne platform to set the agenda and subject matter of subsequent meetings including:
 - Approx. 7,000 Online visitors
 - Approx. 700 completed surveys
 - 100+ individual comments and contacts
- Community action through the Workshops in February 2022 where all components of the plan were initially drafted.
- Final drafting, review, and editing of the Workshop content into the Vision Plan document to be considered by Council and referenced herein. This process included additional public meetings during which additional recommendations were incorporated into the Vision Plan.

FINDINGS

Criteria 1 The proposed resolution is consistent with the Comprehensive Plan.

Analysis The adoption of a Vision Plan is consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne's Master Plan (Comprehensive Plan).

Several Objectives within the Masterplan recommend completion of additional planning efforts to achieve long-term goals. Including:

- Policy 1.1.4 of maintaining a street tree master plan under Objective 1.1. "Future Land Use Categories"
- Objective 1.2 "Commercial Redevelopment" calls for revitalization of Crandon Boulevard property under Goal 1 "Achieve the Following Community Character" of the Future Land Use Element
- Policy 2.3.1 calling for updates to the Drainage Master Plan under Objective 2.3 "Natural Resources" under Goal 2 "Protect and Enhance The Residential, Commercial, Resort and Natural Resource Areas of Key Biscayne" of the Future Land Use Element
- Policy 1.5.1 regarding detailed bicycle, pedestrian way and streetscape plans under Objective 1.5 "Bikeways and Pedestrian Ways" under Goal 1 "To provide a transportation system that meets the circulation needs of Key Biscayne in a safe and efficient manner but does not adversely impact the quality of life of the residents" of the Transportation Element.
- Policy 3.3.3 recommends planning for redevelopment to reduce future exposure to risk under Objective 3.3 "Post-Disaster Redevelopment" of Goal 3 "To minimize human and property loss due to hurricanes" of the Conservation and Coastal Management Element.

The proposed resolution addresses several overlapping Goals, Policies, and



VILLAGE OF KEY BISCAYNE

Objectives of the Comprehensive Plan

Finding

Consistent

CONCLUSION

Based on the Findings and relevant background information, it is recommend that the Council approves of the resolution adopting The Key Biscayne Vision Plan. As with the 2020 Vision Plan, The Key Biscayne Vision Plan provides an image of a preferred future and suggests projects and initiatives which will fulfill the vision.

RESOLUTION NO. 2023 - _____

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING
THE KEY BISCAYNE VISION PLAN; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on January 15, 2019, the Village of Key Biscayne (“Village”) Council adopted Ordinance No. 2019-2 (“Ordinance”) creating the 2040 Strategic Vision Plan Board to assist in the preparation of the 2040 Strategic Vision Plan; and

WHEREAS, after holding numerous public hearings and workshops, the Board developed the Key Biscayne Vision Plan, attached as Exhibit “A” to this Resolution (the “Vision Plan”); and

WHEREAS, the Village Council desires to adopt the Vision Plan, attached as Exhibit “A” hereto; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Adoption of Vision Plan. The Village Council hereby adopts the Vision Plan as set forth in Exhibit “A” attached hereto and incorporated herein.

Section 3. Implementation. The Village Council hereby authorizes the Village Manager to take all action reasonably necessary to implement the Vision Plan and the purpose and intent of this Resolution.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY



VILLAGE OF KEY BISCAYNE

MEMORANDUM

Village Council
Joe Rasco, Mayor
Frank Caplan, Vice Mayor
Allison McCormick
Edward London
Brett Moss
Fernando Vazquez
Oscar Sardinas

Village Manager
Steven C. Williamson

DATE: May 9th, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Memorandum of Understanding (MOU) with Miami-Dade County for the use of the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC) for the utilization of the firearms range.

Recommendation

I recommend the Village Council approve the attached resolution authorizing a Memorandum of Understanding (MOU) with Miami-Dade County for the use of the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC) for the use of its firearms range for Police training activities.

Background:

The Key Biscayne Police Department had an agreement with the Town of Medley to utilize its firearm range training facility to support the completion of its mandatory training for all sworn personnel. However, in July 2022, the Town of Medley closed its training facility that provided services to multiple agencies such as the US Military, State, Local and Tribal law enforcement agencies.

The Key Biscayne Police Department therefore wishes to enter into a Memorandum of Understanding with Miami-Dade County for the use of the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC) located at 9601 N.W. 58th Street Miami, FL 33178.

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH MIAMI-DADE COUNTY FOR THE USE OF THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) has historically used the Town of Medley’s (the “Town”) firearm training center for police training activities; and

WHEREAS, the Town recently decided to close its training center; and

WHEREAS, as a result of the Town’s training center closing, Miami-Dade County (the “County”) has offered to make the County’s public safety training institute available for Village police training activities; and

WHEREAS, the Village desires to enter into a Memorandum of Understanding with the County for use of the County’s public safety training institute (“MOU”), which MOU is attached hereto as Exhibit “A”; and

WHEREAS, the Village finds that this Resolution will promote the health, safety and welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Council hereby approves the MOU with the County in substantially the form attached hereto as Exhibit “A,” subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the MOU in substantially the form attached hereto as Exhibit “A,” subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. **Effective Date.** That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND [_____]
FOR USE OF
THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE**

This Memorandum of Understanding (MOU) is entered into by and between Miami-Dade County (the County), through the Miami-Dade Police Department (MDPD), and _____ (Participating Entity) for use of the Miami-Dade Public Safety and Training Institute (MDPSTI).

WHEREAS, the MDPSTI is located at 9601 N.W. 58th Street, Miami, Florida 33178; and

WHEREAS, the MDPSTI has, among other amenities, several firearm ranges, classrooms, defensive tactics rooms, fitness areas, a pool, and is fully staffed with certified law enforcement trainers; and

WHEREAS, all of the amenities are contained within the same complex; and

WHEREAS, the MDPSTI is the premier law enforcement training facility in the County; and

WHEREAS, due to the demand for use of the facility, the MDPD reserves the right to provide services based on availability of the amenities; and

WHEREAS, parties must comply with the financial responsibilities and safety requirements set forth in this document,

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned Participating Entity, in consideration for mutual promises contained herein, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This MOU sets forth the protocols under which the Participating Entity will schedule the MDPSTI for use; comply with financial responsibilities; and conduct itself in a manner that protects the safety of all involved individuals.

SECTION II. PARTICIPATING ENTITY RESPONSIBILITIES

- A. The Participating Entity shall contact the appropriate MDPSTI personnel no less than 48 hours in advance to schedule the use of the MDPSTI facility for no more than 30 days outward. All efforts will be made to accommodate the Participating Entity's request. Accommodations will be made according to prior commitments and available space. For good cause, the advance notice requirement may be waived or modified in the discretion of the MDPSTI Director or designee.
- B. The Participating Entity will provide necessary equipment in order to comply with training and safety requirements (e.g. weapons, ammunition, backers, clips, targets, safety goggles, ear protection, proper attire, etc.). No person will be allowed to use the facility without proper safety equipment.
- C. The Participating Entity and its personnel shall be responsible for policing the firearms range(s) used.
- D. All MDPSTI areas used by Participating Entity and their personnel will be left in a clean, orderly fashion. If used areas are not clean prior to use, the Participating Entity personnel are responsible for bringing the unsatisfactory conditions to the attention of MDPSTI personnel.
- E. The Participating Entity should make provisions for food and water if desired.
- F. The Participating Entity shall abide by all rules and regulations applicable to all areas of the MDPSTI.

SECTION III. MDPSTI RESPONSIBILITIES

- A. The MDPSTI will provide pre-arranged time periods for use of the firearms range(s), classrooms, fitness area, and any other amenity agreed to in advance by the parties.
- B. MDPSTI shall assign a range duty officer to be present for each day of firearms training.
- C. MDPSTI will have personnel on site to answer any questions and address any concerns of the Participating Entity and their personnel.

SECTION IV. CONFIDENTIALITY

- A. The Participating Entity and the MDPSTI agree to keep any and all information such as, but not limited to, training information, tactics, tactical intelligence, law enforcement officer information, and schematics or any other information that may compromise the security of the facility and/or the safety of the employees, confidential pursuant to Florida Law.

SECTION V. INDEMNIFICATION

- A. Liability for Claims by Participating Entity, its Agents, Employees, or Personnel. The County is not liable to the Participating Entity agents, employees, or personnel for damage to the Participating Entity's equipment, or injury or death to Participating Entity personnel or any individual present at the MDPSTI in connection with the Participating Entity, unless negligence on the part of the County causes said damage. In consideration for the use of the County facilities, the Participating Entity agrees, within the limits and procedures set forth under applicable federal and state law, to indemnify and hold harmless the County for any and all costs of defense, professional fees, or judgment amounts relating to any claim for personal injury or property damage brought by the Participating Entity, by Participating Entity agents, employees, or personnel, by any individual present at the MDPSTI in connection with the Participating Entity, or by any third party, when those injuries or damages were caused by the Participating Entity or its agents, employees, or personnel in connection with the Participating Entity's performance under this MOU, or by any individual present at the MDPSTI in connection with the Participating Entity.
- B. Except as provided for above in Section V.A., each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees, personnel, or participants while participating herein and pursuant to this MOU, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

C. Federal Agencies Only: The Participating Entity is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as applicable, to the County and any third parties for any injury to persons or damage to property proximately caused by the acts or omissions of Participating Entity agents, employees, or personnel acting within the scope of their employment. The County or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated or adequately by the Participating Entity using other means. The FTCA provides a means of recovery for damages or injuries caused by military personnel conducting noncombat activities, including training, that are not the result of negligent acts. In no case will the Participating Entity's liability exceed that allowable under applicable law, including the FTCA and MCA. In consideration for the use of the County facilities, the Participating Entity agrees, within the limits and procedures set forth in the FTCA and MCA, to indemnify and hold harmless the County for any and all costs of defense, professional fees, or judgment amounts relating to any claim for personal injury or property damage brought by third parties when those injuries or damages were caused by the Participating Entity, by Participating Entity agents, employees, or personnel, by and individual present at the MDPSTI in connection with the Participating Entity or its agents, employees, or personnel in connection with the Participating Entity's performance under this MOU, or by any individual present at the MDPSTI in connection with the Participating Entity.

SECTION VI. COMPLIANCE WITH LAWS

Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county governments.

SECTION VII. EFFECTIVE DATE, TERM, AND MODIFICATION

This MOU shall be effective when signed by all parties. If the terms of this MOU cannot be met, either party may cancel in writing with no less than a 24 hour notice. The MDPSTI reserves the right to demand a Participating Entity's personnel leave the premises at any time or deny a Participating Agency's access to the MDPSTI facility at any time for breach of safety requirements. Any individual who fails to

immediately comply with any directive to leave the premises may be subject to arrest. Furthermore, the MDPD reserves the right to deny a Participating Entity the use of the MDPSTI facility for abusive cancellation practices or cancellation without proper notice.

SECTION VIII. EXECUTION

This MOU may be executed in one or more counterparts, and shall become effective when executed by all parties.

SECTION IX. USAGE

The Parties agree to use the MDPSTI facilities listed below on _____ date(s).

Firearms Range(s) _____

Classroom(s) _____

Fitness Center _____

Swimming Pool _____

Survival City _____

Other _____

SIGNATURES BEGIN ON THE NEXT PAGE

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

MIAMI-DADE COUNTY:

Daniella Levine Cava, Mayor

Date

Alfredo Ramirez III, Director
Miami-Dade Police Department

Date

ATTEST:

Harvey Ruvin, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Assistant County Attorney
Miami-Dade County, Florida

Date

PARTICIPATING ENTITY:

Name of Authorized Signatory
Title

Date

ATTEST:

Name
Title

Date



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 9, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Recommendation for Award, Invitation to Bid (ITB)
2023-04 Stormwater Drainage Improvements and
Roadway Resurfacing with Slope Correction

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute a contract with Metro Express, Inc. (the "Contractor"), the lowest responsive and responsible bidder for the Stormwater Drainage Improvements and Roadway Resurfacing with Slope Correction, in an amount not to exceed \$1,115,653 for the work areas as identified as area 1, 2, and 4 in the construction documents. This amount includes the Contractor's bid amount of \$1,014,230 and a contingency amount of \$101,423. Funding will originate from the following:

FY23 Adopted Budget, Capital Improvement Program, \$1,041,650

BACKGROUND

This project will modify existing catch basins stop erosion and control sediments and mill & resurface, and correct roadway cross slopes of selected roadways in areas 1, 2 and 4. These improvements will ensure the existing stormwater system functions efficiently and mitigates flooding in private properties and roadways in the short term (next 1-5 years).

The Village issued an ITB on February 24, 2023. The ITB was posted to the Village's website and Notice Board, DemandStar and Miami Herald. To qualify for award, prospective Proposers were required to:

- Have at least five (5) years of continuous operation under the same name providing similar services prior to the issuance of the ITB;
- Have clean judicial record and references;





VILLAGE OF KEY BISCAIYNE

- Be a licensed engineering contractor in the State of Florida;
- Provide a bid guarantee in the form of a bid, payment or performance bond.

On March 30, 2023, five (5) bids were received from the lowest to the highest Bidder of the following firms:

No	Respondent	Area 1.	Area 2.	Area 3.	Area 4.	Area 5.	Total
1.	American Design Engineering Construction Inc.	309,423.50	211,620.80	58,433.00	*312,013.50	*315,688.70	\$ 1,207,179.50 Revised Total \$ 1,062,245.50
2.	The Stout Group LLC.	362,340.00	245,305.00	43,055.00	329,685.00	302,345.00	\$ 1,291,730.00 Revised Total \$ 1,185,855.00
3.	Metro Express Inc.	470,185.00	280,034.50	32,518.20	445,195.00	403,192.60	\$ 1,631,125.60 Revised Total \$ 1,014,229.50
4.	Southeastern Engineering Contractors Inc.	614,795.00	368,637.80	47,768.28	573,207.40	526,841.04	\$ 2,131,249.52
5.	Rogar Management & Consulting of FL LLC.	920,220.00	569,710.00	148,720.00	877,640.00	561,460.00	\$ 3,377,750.00

*Corrected calculation error

Upon review of the bid packages the following was determined:

- All Bidders appear to have the ability, capacity, and skill to perform the required work.
- Once a Notice to Proceed is issued; the three lowest Bidders can mobilize within the following timeline upon receiving Notice to Proceed:
 - American Design Engineering Construction Inc. – 15 days
 - The Stout Group LLC. – 60 days
 - Metro Express Inc. – 15 days
- All Bidders have experience working with municipalities and in the industry. The three lowest Bidders have:
 - American Design Engineering Construction Inc. – 35 years
 - The Stout Group LLC. – 10 years
 - Metro Express Inc. – 26 years
- The three lowest Bidders response to subcontracting services were the following:
 - American Design Engineering Construction Inc. – milling and resurfacing.
 - The Stout Group LLC. – will be performing all the work.
 - Metro Express Inc. – indicated yes but didn't list the services or contractors.
- References for the bid packages received ranged between Satisfied / Met Expectations (4) and Very Satisfied / Exceeded Expectations (5).

Procurement performed a due diligence review of the bids and found calculation errors in Area 4 and 5 of American Design Engineering Construction Inc. bid. A post meeting was conducted with the sponsoring department – Public Works and the three lowest Bidders, American Design Engineering Construction Inc., The Stout Group LLC. and Metro Express Inc., where it was revealed, they missed priced the scope for milling and resurfacing. Each Bidder was given the



VILLAGE OF KEY BISCAINE

opportunity to resubmit their pricing for Areas 1, 2 and 4 with modifications. Procurement found no other material defects in the remaining bids, nor in the Bidders' qualifications. Each Bidder is appropriately licensed to do the work and provided the requested certifications and references. Procurement did not find any issues that would indicate that the Bidders were incapable of performing the services.

It is recommended that Village Council authorize the Village Manager to execute a contract with the most responsive and responsible bidder, Metro Express, Inc. In the event an agreement can't be reached the Village proceed with the next responsive and responsible bidder, American Design Engineering Construction Inc.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

ORDINANCE NO. 2023-_____

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING METRO EXPRESS, INC. FOR CONSTRUCTION OF VILLAGE-WIDE STORMWATER DRAINAGE IMPROVEMENTS AND ROADWAY RESURFACING IN AN AMOUNT NOT TO EXCEED \$1,014,229.50; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) desires construction services for stormwater drainage improvements and roadway resurfacing work necessary to maintain existing infrastructure located throughout the Village (the “Capital Project”); and

WHEREAS, on February 24, 2023, the Village issued Invitation to Bid (the “ITB”) No. 2023-04 for construction of the Capital Project; and

WHEREAS, five (5) responsive bids were received by the ITB deadline; and

WHEREAS, after review and evaluation of the submitted bids, the Village Manager recommended that Metro Express, Inc. (the “Contractor”) be selected for construction of the Capital Project as the lowest responsive and responsible bidder; and

WHEREAS, the Village Council desires to select the Contractor for construction of the Capital Project and authorize the Village Manager to execute an agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor in an amount not to exceed \$1,014,229.50; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the preceding “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Selection. The Village Council hereby selects the Contractor for construction of the Capital Project.

Section 3. Authorization. The Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit A,” for construction of the Capital Project in an amount not to exceed \$1,014,229.50, subject to the Village Attorney’s approval as to form, content, and legal sufficiency.

Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2023 (the “Effective Date”) by and between the **VILLAGE OF KEY BISCAIYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **METRO EXPRESS, INC.**, a Florida for-profit corporation (the “Contractor”).

WHEREAS, on February 24, 2023, the Village issued Invitation to Bid (the “ITB”) No. 2023-04 for construction of Village-wide stormwater drainage improvements and roadway resurfacing (the “Project”), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, the Project consists of the provision of construction work, including all labor, supervision, equipment, supplies, tools, permitting, safety measures, and other related incidentals, necessary within five (5) work areas identified for the Project, as set forth in greater detail in the Scope of Work attached hereto as Exhibit “A”; and

WHEREAS, in response to the Village’s solicitation for the Project, Contractor submitted a bid, which bid is attached hereto as Exhibit “B” and incorporated herein; and

WHEREAS, on _____, 2023, the Village Council adopted Resolution No. 2023-XX, selecting the Contractor’s bid for the Project and authorizing the Village Manager to negotiate and execute a contract with the Contractor for construction of the Project; and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

- 1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work”) including, without limitation as described in the approved plans, drawings and/or specifications attached hereto as Exhibit “A” (the “Plans”), the ITB and any Bidding Documents or procurement documents for the Project, and any other documents incorporated herein by reference and made a part of this Contract as part of the following Project:

STORMWATER DRAINAGE IMPROVEMENTS

AND ROADWAY RESURFACING

2. CONTRACT TIME

- 2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

- 2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within one hundred eighty (180) calendar days from the date specified in the Notice to Proceed (“Contract Time”)**. Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within sixty (60) calendar days from the date specified in the Notice to Proceed (“Final Completion Time”)**. The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.
- 2.3. Upon failure of Contractor to substantially complete the Work within the Contract Time, Contractor shall pay to Village the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of Two Hundred Dollars (\$200.00) for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor’s delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.
- 2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE

- 3.1. Village shall pay to Contractor for the performance of the Work an amount not to exceed **\$1,014,229.50** in accordance with the line items and unit prices included in the Contractor’s Bid and Schedule of Bid Items (Pricing), attached hereto as Exhibit “B.” This sum (“Contract Price”) shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor’s Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify

the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.
- 3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.
- 3.6. This Contract is subject to the conditions precedent that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. **CONTRACT DOCUMENTS**

- 4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any

change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

- 4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

5. INDEMNIFICATION

- 5.1. Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

- 6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten

by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

- 6.1.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- 6.1.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- 6.1.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 6.1.1.4.** Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.
- 6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Village, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the

Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all

licenses and permits required for this Project, including Village building permits. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

9.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

9.2. Contractor's Responsibility for Damages and Accidents.

9.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

9.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

9.3. Defective Work, Warranty and Guarantee.

9.3.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any

thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

9.5. Examination and Retention of Contractor's Records.

9.5.1. The Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the Village.

9.7. Authorized Representative.

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the

name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to

comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

- 9.12. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.13. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.
- 9.17. **Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village's reasonable attorneys' fees and costs incurred in connection therewith.

- 9.18. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.
- 9.19. **Waiver of Jury Trial.** VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.
- 9.20. **Notices/Authorized Representatives.** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.
- 9.21. **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.
- 9.22. **Ownership and Access to Records and Audits.**
- 9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

9.22.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JOCELYN B. KOCH, VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FL 33149, 305-365-5506, JKOCH@KEYBISCAYNE.FL.GOV.

9.23. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

9.23.1. First Priority: Change Orders with later date taking precedence;

- 9.23.2. Second Priority: Base Agreement;
- 9.23.3. Third Priority: Exhibit A, “Scope of Work”;
- 9.23.4. Fourth Priority: the ITB; and
- 9.23.5. Fifth Priority: Exhibit B, “Contractor’s Bid.”

10. SPECIAL CONDITIONS

- 10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

- 10.2. **Preliminary Steps.**

- 10.2.1. **Pre-Construction Conference.** Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

- 10.3. **Project Schedule.** Contractor must submit a proposed Project Schedule as follows:

- 10.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.
 - 10.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each CO that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.
 - 10.3.3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Consultant or Village as applicable. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.
 - 10.3.4. In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and Village at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

10.4. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

10.5. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

10.6. Staging Site.

10.6.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

10.6.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer.

The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.6.4. Parking. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

10.7. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

10.8. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.9. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

10.10. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

10.11. Unsatisfactory Personnel.

10.11.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.11.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. Contract Modification.

10.12.1. Change Orders.

10.12.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.12.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.12.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

10.12.2. Extension of Contract Time.

10.12.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the

reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.12.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.12.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.12.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.12.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.12.3. Continuing the Work

10.12.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.13. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

10.13.1. Depths of various elements of foundation in relation to finish first floor datum.

10.13.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

10.13.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

10.13.4. Field changes in dimensions and details.

- 10.13.5. Changes made by Project Consultant's written instructions or by Change Order.
- 10.13.6. Details not on original Contract Drawings.
- 10.13.7. Equipment, conduit, electrical panel locations.
- 10.13.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.
- 10.14. Specifications and Addenda: Legibly mark each section to record:
 - 10.14.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 - 10.14.2. Changes made by Project Consultant's written instructions or by Change Order.
- 10.15. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.
 - 10.15.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital I (CAD and PDF) versions.
 - 10.15.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.
- 10.16. **Record Set.** Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.
- 10.17. **Maintenance of Traffic.** Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application,

installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

- 10.18. Hurricane Preparedness.** During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.
- 10.19. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT "A"
SCOPE OF WORK

**EXHIBIT “B”
CONTRACTOR’S BID**



VILLAGE OF KEY BISCAINE

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Edward London

Allison McCormick

Brett G. Moss

Oscar Sardiñas

Fernando A. Vazquez

MEMORANDUM

DATE: May 09, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Manager's Report

Village Manager

Steven C. Williamson

Section 1: Safe and Secure Village

a) Fire Rescue Department Transition and Succession Plan (Fire Rescue Chief Eric Lang)

The Fire Chief will present a recommended transition plan.

Section 2: Thriving and Vibrant Local Community and Marketplace

a) Neat Streets grant award and tree planting update (Building, Zoning and Planning Director Jeremy Calleros Gauger)

On March 14, 2023, Council approved resolution 2023-12 accepting the receipt of a matching grant award from the 2023 Green Miami-Dade County Matching Grant program in the amount of \$23,750 (reference Exhibit 2.a).

As a result of this program, a total of 59 street trees will be planted throughout the Village. Staff has evaluated quotes received for planting services to include three months of watering for each of the tree species and a contract will be awarded to BrightView Landscape Services, Inc., the lowest responsive and responsible bidder, in an amount not to exceed \$43,949.74.

The tree planting and watering services will be partially funded by the 2023 Green Miami-Dade County Matching Grant program in the amount of \$23,750 and matching dollars from FY22/23 Public Works Operational budget line item 001-41-541-34002.

Section 3: Engaging and Active Public Spaces and Programs

a) Athletic Program and Fields (Parks, Recreation and Open Spaces Director Todd Hofferberth)

The PROS Director will present recommendations.

Section 4: Accessible, Connected, and Mobile Village-Wide Transportation

No updates to report

Section 5: Resilient & Sustainable Environment and Infrastructure

No updates to report



VILLAGE OF KEY BISCAYNE

Section 6: Effective and Efficient Government Services

a) Federally funded grant opportunities for the Village of Key Biscayne (CIP & Grants Manager Colleen Blank)

Reference presentation and exhibits 6.a

b) CIP project update (CIP & Grants Manager Colleen Blank)

REPLACE COMMUNITY CENTER POOL DECK

Phase: Permitting

Progress: Demolition of the existing pool and pool deck began on 1/10/2023. Filter replacement should arrive within 3-4 weeks. The concrete continues to cure and will be sealed when the pool is closed to install the filters. Village Building and Zoning Department completed final inspection. Department of Health inspection requires a few changes. Filters arrived 4/27/23 and will be installed in May 2023. Project will be complete and the pool is scheduled to reopen in May 2023.

Cost: \$355,000

Funding: ARPA

REMEDiate AND CONSTRUCT PARADISE PARK

Phase: Complete w/ Punch List

Progress: Ribbon cutting celebration took place on April 26th, 2023. Outstanding items are completing the electrical and telecommunications line undergrounding and installing the Frigatebird Bedia Plaza.

The FDEP completed its review of the Villages application for tax credits under the Brownfield program (Section 376.30781, Florida Statutes (F.S.) and determined the Village is eligible to receive \$94,955.15 in tax credits for the site rehabilitation that took place on the property before it could become a public park. The Village anticipates receiving an additional \$42,729.82 once it applies for and is approved for a “bonus tax credit”.

Funding: \$200,000 Florida Recreational Development Assistance Program (FRDAP) grant. Village General Fund dollars in the amount of \$1,737,634 allocated in FY22 and FY23. The Brownfield/Green Reuse Area designation will allow the Village to recoup most of the remediation costs incurred during site preparation. The remaining costs of the project are funded through the Village’s General Fund.

IMPROVE BEACH PARK

Description: Beach Park is the Village's only publicly owned beach front property. The park is for residents only and provides an oasis for passive recreation and connection to nature. The park is being redesigned to better integrate the different park amenities and areas, improve its function as a gathering place for the community, and replace structures that have met their useful life. The new design includes updating the splashpad, adding a playground, renovating the existing pavilion, and rebuilding the restroom facilities.



VILLAGE OF KEY BISCAYNE

Phase: Design

Progress: Peacock Architects, under the direction of Village Staff, are completing the design and construction documents for the park. The CCCL permit application and DERM application were submitted in March and April of 2023. The design team is working towards completing 100% design which will include updating the cost estimate for each phase of construction to be completed by May 2023. Bathrooms have been redesigned to reflect best practices with CPTED principles, adding two changing rooms in addition to the two ADA accessible bathroom stalls.

Design Cost Estimate: \$166,000

Funding: General Fund and ARPA

IMPROVE CRANDON BOULEVARD

Paint Green Bike Lanes, Roadways & Crosswalk Markings

Phase: Construction

Progress: Council approved contract on January 17, 2023. Project kick-off took place the week of March 6th. Contractor currently installing line markings and green bike lanes along Crandon Blvd. Project involves repainting all white and yellow markings in the Village as well. Project will be completed after Harbor Drive and Crandon intersection improvements are completed (estimated to be completed in July 2023) because these intersection project involves milling and resurfacing a portion of Crandon.

Cost: \$185,000.

Funding: Florida Department of Transportation Grant to install green bike lanes in the amount of \$100,000. Village funds using ARPA dollars will cover all costs greater than \$100,000.

Improve Harbor Drive and Crandon Boulevard Intersection

Phase: Construction

Progress Report: Project will extend southbound left-hand turn bay at Crandon Blvd and Harbor Dr intersection. Increase turn lane at Holiday Colony by 5-8 vehicle lengths. Council approved contract for the Harbor Drive and Crandon Boulevard intersection improvements on February 15, 2023. Construction started April 2023 and the project will be completed by July 2023.

Cost Estimate: \$484,193

Funding: Miami-Dade County Road Impact Fee (\$459,000). Village ARPA dollars cover costs in excess of \$459,000.

FORMULATE AND PROMOTE RESILIENT AND SUSTAINABLE INFRASTRUCTURE INTEGRATION AND IMPLEMENTATION PROGRAM

Description: The Village is embarking on a comprehensive infrastructure upgrade to strengthen our resiliency to environmental threats ranging from sea level rise and increased storm frequency and severity to severe heat and wind. To upgrade the system, the Village is developing a strategic plan and implementation program for all resilient infrastructure.

Phase: Planning



VILLAGE OF KEY BISCAINE

Progress: Strategy document finalized by 2/17/23. Communications and funding strategy completed 4/24/23. The scope of work for the integration and implementation plan has been Council for approval at this May Council meeting. Once approved, the resilient infrastructure integration and implementation plan (RI3P) development will begin immediately.

Cost: \$1,381,631

Funding: Clean Water State Revolving Fund (CWSRF) (\$870,000). Village has been awarded grant dollars through Resilient Florida to supplement funding via the Vulnerability Assessment Update scope of work (\$330,000). Village has committed \$1,049,000 in funding to this effort to date (\$250,000 ARPA; \$799,000 General Fund)

PERFORM IMMEDIATE FLOOD CONTROL AND MITIGATION

Description: Project reconstructs 100 catch basins and 1.5 miles of roadways across five critical areas of the Village. The catch basins will be redesigned to prevent landscape debris from clogging our stormwater system and roadways will be regraded to direct runoff to catch basins. Both treatments will reduce flooding during minor and moderate rain events in high-need areas. Areas were identified using historical flood data collected after storm events, LiDAR topographic data, and a Pavement Conditions Index (PCI). Five areas across the Village will be improved through this project.

Phase: Planning

Progress: Staff reviewed bids for catch basin modifications and roadway regrading. Staff made recommendation for Council approval of contract with selected bidder at May 2023 meeting.

Cost Estimate: \$1,115.653

Funding: Village Stormwater Fund (\$250,000). Hazard Mitigation Grant Program (HMGP) Federal funding has been tentatively awarded for installation of these improvements in Holiday Colony in the amount of \$2,747,000. The Village is pursuing State appropriations funding in the amount of \$450,000. Additional funding may be utilized from the Repave Roadways Village-wide FY23 CIP project (\$471,000)

DESIGN K8 STORMWATER SYSTEM UPGRADE

Description: The K8 School Basin rests in the center of the Village adjacent to the Civic Center and Village Green. This area consistently floods during moderate and severe rain events as well as high tides. Because of the acute flooding problem here, the redesign of the stormwater system and undergrounding of utilities improvements is a top priority. This zone is a part of the overall resilient infrastructure plan. Includes both green and gray infrastructure solutions.

Phase: Design

Progress: The Village is working with the stormwater engineering team at AECOM to complete the 30% Design, Basis of Design Report, (BODR) for the K8 Basin as well as the Village-wide stormwater system model that will inform the entire system upgrade in the years to come. The BODR is scheduled to be completed May 30, 2023. The timing of this phase's completion aligns with Village's intended application for a Clean Water State Revolving Fund (CWSRF) Loan for the 30-100% design of the K8 improvements which is due at the end of June. The Village-wide stormwater system model update is scheduled to be completed in September 2023.



VILLAGE OF KEY BISCAYNE

Currently, the design of the pump station at Harbor Park is underway. Additionally, the Village is developing the easement acquisition strategy which involves identifying ideal easement locations and land owners willing to enter into an easement agreement with the Village.

Cost Estimate: 30% Design (BODR): \$279,610 Drainage Assessment: \$359,769

Funding: Resilient Florida Grants (\$330,000 and \$885,000). Village Funding in the amount of \$885,000 as required match to Resilient Florida Grant.

Reference Summary Table in Exhibit 6.b Project Page Link: [Key Biscayne, FL | Capital Improvement Projects | ClearGov](#)

RESOLUTION NO. 2023-12

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A 2023 GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT IN AN AMOUNT OF \$23,750 FOR THE KEY BISCAYNE STREET TREE PLANTING PROGRAM AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) desires to plant trees to enhance the quality of life and urban management within the Village as part of the Key Biscayne Street Tree Planting Program (the “Program”); and

WHEREAS, the Program will help reduce flooding, provide cooler and cleaner air, and improve physical, mental, and economic health, among other benefits; and

WHEREAS, on February 28, 2023, the Village was awarded a 2023 Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant (the “Grant”) in the amount of \$23,750 for the Program; and

WHEREAS, the Village desires to accept the Grant and enter into the Grant Agreement, in substantially the form attached hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Acceptance and Approval.** That the Village Council hereby accepts the Grant in an amount of \$23,750 and approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 14th day of March, 2023.



JOE I. RASCO, MAYOR

ATTEST:


JOCELYN B. KOCH
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A



Neat Streets Miami-Dade County Office
Miami-Dade County Parks, Recreation and Open Spaces Department
275 NW 2nd Street • Suite 540
Miami, Florida 33128-1994

February 28, 2023

Olga Garcia
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL, 33149

Dear Ms. Garcia,

Congratulations! I am pleased to inform you that **Village of Key Biscayne** has been awarded a matching grant of **\$23,750** for the **Key Biscayne Street Tree Planting Program**, as part of the 2023 Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant Program.

This exciting project will help us reach our goal of achieving a 30 percent tree canopy for Miami-Dade County. There has truly never been a better time to create a greener community for our residents!

Neat Streets Miami-Dade County is delighted to partner with you on this project. Together, we will make an even more impactful investment in our community by leveraging County Tree Trust Fund money with match dollars from our grantees.

A contract is being sent to you, along with this notice of award. Once it has been signed by the village, please scan it back, so it can be routed through the County for signature. Please note that work cannot begin on this project until the contract has been fully executed. Any expenses prior to contract execution are not eligible for reimbursement under this funding mechanism.

Please do not hesitate to reach out to Nikki.Anderson@miamidade.gov if you have any questions. Again, we look forward to working with you to implement your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Eileen Higgins".

Eileen Higgins
Neat Streets Miami-Dade County Board Chair
Miami-Dade County Commissioner, District 5



May 9, 2023

ELEVATING
OUR ISLAND
PARADISE



FUNDING STRATEGY

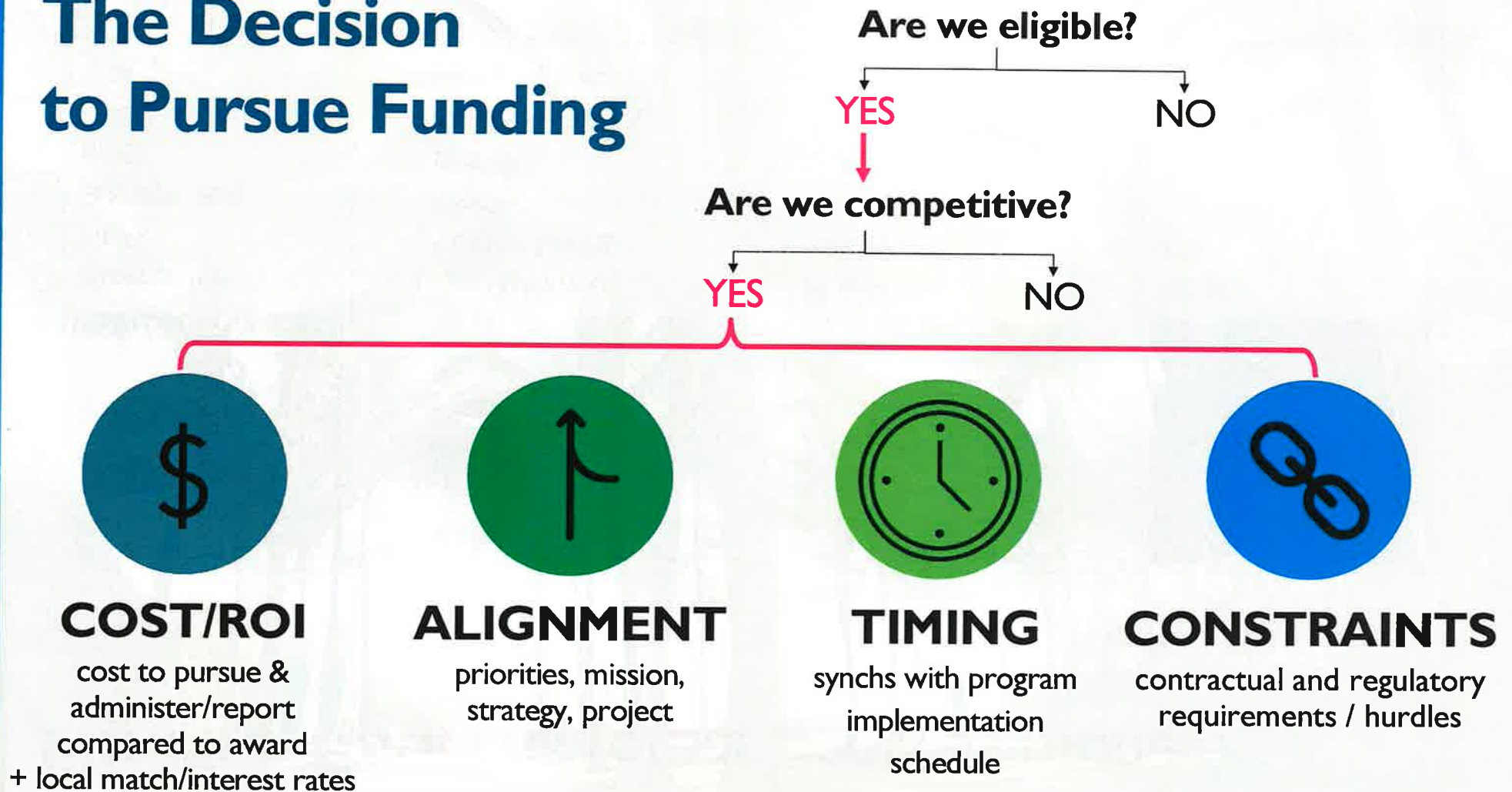
FOR A COMPREHENSIVE RESILIENT INFRASTRUCTURE
STRATEGY

Principles of Pursuing Funding

- Stay true to the **strategic plan and program mission**
- Must fit your **project purpose and timing**
- Prioritize strong **return-on-investment** - the effort is worth the reward
- Be aware of all **strings attached** (procurement, regulations, reporting, etc.)
- Provides a short-term solution **without a guaranteed consistent funding stream**

Don't let the tail wag the dog

The Decision to Pursue Funding



Funding Sources (other people's money)

Federal

Appropriations
HMGP
Bills (IIJA, IRA)
BRIC
USACE FRM
WIFIA

State

Appropriations
Resilient Florida
CWSRF
BMFAP
\$ flows from fed to
state programs

Local

Miami-Dade
TPO (via FDOT)
RIF
WASD
CITT

Foundation/ Other

NCRF
FBA

Funding Sources (other people's money)

Federal

Appropriations
HMGP
Bills (IIJA, IRA)
BRIC
USACE FRM
WIFIA

State

Appropriations
Resilient Florida
CWSRF
BFAP
\$ flows from fed to
state programs

Local

Miami-Dade
TPO (via FDOT)
RIF
WASD
CITT

Foundation/ Other

NCRF
FBA

Federal Funding Close Up - IIJA

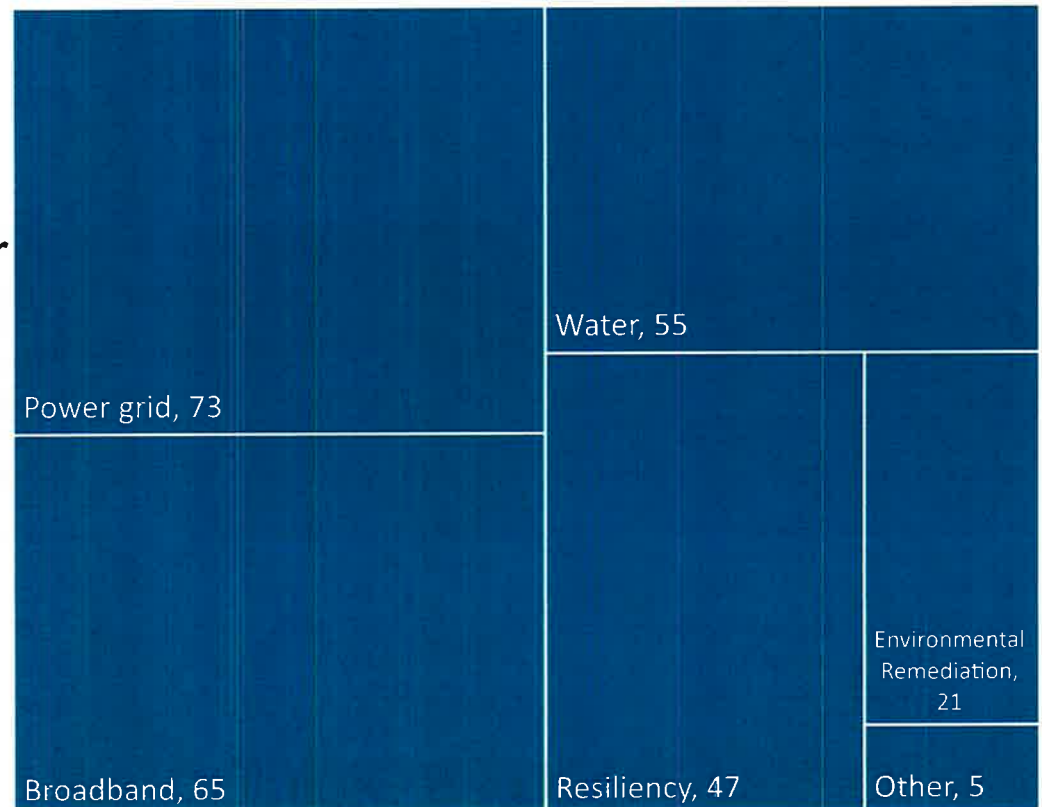
\$1.2 trillion in transportation and infrastructure spending (new and existing programs)

- **~\$550 billion** for new infrastructure.
 ~\$266 billion for “core” infrastructure

Village analyzing eligibility and suitability for Water and Resilience programs

- Water: CWSRF (EPA), NCRF (NFWF)
- Resilience: USACE, STORM, PROTECT, BRIC

IIJA CORE INFRASTRUCTURE SPENDING (BILLIONS)



Federal Funding Close Up - IRA

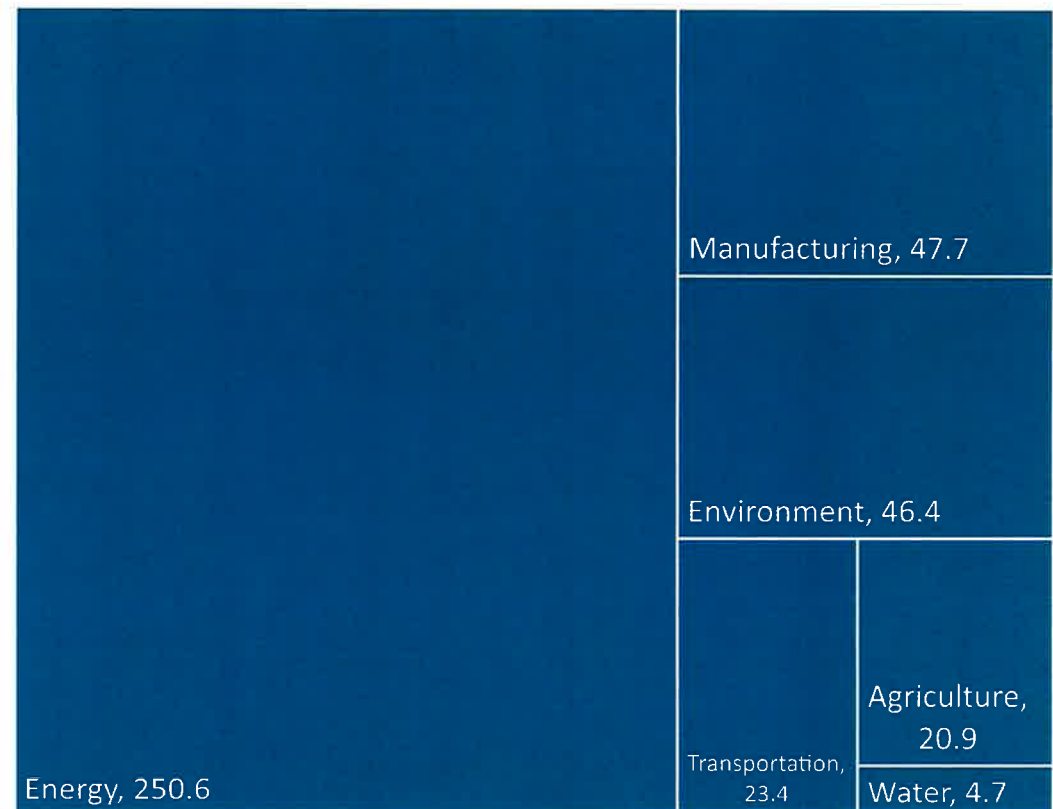
\$393.7 billion for clean energy.

↳ **\$216 billion** in tax credits for corporations

Village analyzing eligibility and suitability for Water programs

- Water: coastal resilience and conservation, restoration, and protection
- \$2.6 billion for NOAA
- Reopen stream and river passage for fish,
- Restore marsh habitats that buffer storm surge and flooding
- Protect corals from climate stress to serve as natural wave breaks.
- VKB project alignment - Offshore submerged barrier/hybrid reef

IRA INVESTMENT BY SECTOR (BILLIONS)



Federal Funding Opportunities																				
VKB Status	Program Details			Agency		Open Information		Funding				Deadline		Helpful Tips	Other Notes	Sector	Type of Project	Filter Criteria		
Eligibility Status	How or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Effectiveness	Average Award (Estimated)	Announced or Anticipated	Phase of Project					Resource Types	Applicant Types	
Not Eligible	Existing - Decrease	Accelerated Intermodal Demonstration Program	The AID Demonstration provides funding for activities eligible for assistance in any phase of a highway transportation project between project planning and project delivery including planning, financing, operations, structures, materials, pavement, maintenance, and construction.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	This program funds State DOTs, Federal Land Management Agencies, and federally recognized tribal governments. Metropolitan planning organizations and local governments must apply through the State DOT as a sub-recipient.	10% match required	\$10,000,000	\$1,000,000	100	\$100,000	July 1, 2021 (Notice of Interest), September 28, 2021 (Application)	Competitive projects must be a pilot deployment for the applicant of a proven innovation previously deployed by others.	For information on prior awardees, see this map and press release here: https://www.fhwa.dot.gov/innovation/grants/awards/ https://www.fhwa.dot.gov/innovation/grants/awards/ provides 56-million accelerated-innovative highway projects seven states.	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Implementation/Construction, Planning, Any or All, Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	New	Innovative Cross-modal Access and Mobility (ICAM) Demonstration Grants	To improve access to public transportation by building partnerships among health, transportation, and other service providers. This program provides competitive funding to support innovative projects for the transportation disadvantaged that will improve the coordination of transportation services and non-emergency medical transportation services.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants must be eligible recipients and subrecipients of the Enhanced Mobility for Seniors and Individuals with Disabilities Program (2) designated recipients, (3) states and local government authorities, (4) private nonprofit organizations, and (5) systems of public transportation.	20% match required	\$1,500,000	N/A	10	\$150,000	December 8, 2021	N/A	N/A	Transportation	Public Transit, Community Resiliency	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Existing - Constant	Advanced Transportation and Connectedness (ATC) Demonstration Program	To make competitive grants for the development of model development sites for large-scale innovation and operations of advanced transportation technologies to improve safety, efficiency, system performance, and infrastructure return on investments.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants are State or local governments, transit agencies, metropolitan planning organizations (MPO) representing a population of over 200,000, or other political subdivisions of a State or local government (such as publicly owned toll or port authorities, or a multi-jurisdictional group or consortia of research institutions or academic institutions).	50% match required	\$60,000,000	\$12,000,000	10	\$6,000,000	August 23, 2021	Partnership with the private sector or public agencies, including multi-modal and multi-jurisdictional entities, research institutions, organizations representing transportation and technology leaders, or other transportation stakeholders is encouraged. Any application submitted by a sole research or academic institution and that is not part of a consortium will not be considered for selection.	N/A	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Increase	Air Quality Maintenance Grants (American Rescue Plan Act)	To provide grants and activities for air pollution control agencies and for research on air pollution prevention and control.	Environmental Protection Agency (EPA)	Ambient Monitoring Technology Information Center	Eligible entities include state, local, and tribal air pollution control agencies, and community groups. Other potential grantees under statute include other public or nonprofit private agencies, institutions, and organizations.	Not required	\$50,000,000	N/A	N/A	N/A	March 25, 2022	For further information on Clean Air Act, SO ₂ and SO ₂ grants, please see the following: https://www.epa.gov/clean-air-act-overview/air-act-title-i-air-pollution-prevention-and-control-grants-through-d https://www.epa.gov/clean-air-act-overview/air-act-title-i-air-pollution-prevention-and-control-grants-through-d	One time funding increase from American Rescue Plan Act. Further information released July 7, 2021. The major components of the \$50M funding to enhance air monitoring include: a grants competition that will seek proposals from community groups and state, tribal and local government air agencies; direct awards to air agencies for demonstration monitoring of small particles (known as PM _{2.5} or small) and other Clean Air Act pollutants; enhanced capacity for short-term community monitoring; and support to administer the funding. It is unclear whether this program will continue past American Rescue Plan Act funding.	Electricity, Transportation, Buildings, Industry	Retaining & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	Public Agency/Local Authority, Non Profit	
Not Eligible	Existing - BIA Increase	Airport Improvement Program (AIP) Extension Grants	To support infrastructure projects, including runways and airfields, airport lighting, and airport markings. These funds do not support projects related to airport terminals, equipment, vehicles, or operations.	Department of Transportation (DOT)	Federal Aviation Administration (FAA)	Funding can be used for any Passenger Facility Charge (PFC) eligible project except debt service payments.	5% 30% match required, depending on airport size and type of project	\$1,126,000,000	N/A	85%	\$1,300,000	February 15, 2022 (Notice of Intent), April 15, 2022 (Final Application)	This is for larger projects; eligible projects must involve more than \$25,000 in AIP funds. Based on previous awards, grant amounts vary widely from \$25,000 to over \$10 million. If you have an eligible project, contact the program to discuss how to move forward.	Transportation	Public Transit, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	Public Agency/Local Authority		
Not Eligible	New - BIA	Airport Terminal Program (ATP)	To provide competitive funds for airport terminal development projects that address aging infrastructure in America's airports, including energy efficiency upgrades and on-site rail access.	Department of Transportation (DOT)	Federal Aviation Administration (FAA)	Eligible airports include those operated by authorities, cities, territories and tribes within the national air transportation system. The first \$1 billion in grants can fund projects that will replace aging facilities, improve energy efficiency and increase or improve access to passengers with disabilities and historically disadvantaged populations. Projects that relocate, reconstruct, repair or improve an airport owned air traffic control tower are also eligible.	5% 25% match required, depending on airport size	\$5,000,000,000	TBA	TBA	TBA	March 18, 2022	N/A	Large hub airports will receive up to 55% of the total funding, medium hub airports will receive up to 15% of the total funding, and small hub airports will receive up to 20% of the total funding. At least 10% of the total funding will go to non hub and non primary airports. Approximately \$1 billion will be available per year, for fiscal years 2022-2026.	Transportation	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofit, Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority	
Not Eligible	Existing - Constant	Appalachian Regional Commission (ARC) Grants	To invest in two general areas: critical infrastructure and business and workforce development. Critical infrastructure investments include water and wastewater systems, transportation networks, broadband, and other projects enhancing regional economic development. Business and workforce investments primarily focus on entrepreneurship, worker training and education, food systems, leadership, and other human capital development.	Appalachian Regional Commission (ARC)	N/A	Applicants must be in an eligible Appalachian county across the 13 state region https://www.arc.gov/appalachian-counties-leaved-by-arc/	20% 70% match required, depending on economic status of county	N/A	N/A	N/A	N/A	Rolling	Consider whether the project will improve, on a continuing rather than a temporary basis, the opportunities for employment, the average level of income, or the economic and social development of the area served by the project. To receive ARC approval, a project must implement the Development Plan of the Appalachian State in which it is located and it must have been identified by the state in its annual (Strategy Statement).	Any or All, Buildings, Electricity, Transportation, Industry, Resiliency & Recovery	Workforce Development, Retaining & Building Capacity, Community Resiliency, Energy Storage, Renewable Energy, Building Weatherization, Building Efficiency Retrofit, Public Transit, Clean Fuels	Planning	Grant - Competitive/Discretionary	State		
Not Eligible	New - BIA	Battery Manufacturing and Recycling Grants	To support and sustain a North American battery supply chain, to support battery manufacturing and recycling by funding demonstration projects and facility construction.	Department of Energy (DOE)	Office of Manufacturing and Energy Supply Chains	Eligible uses include demonstration projects, construction of commercial-scale facilities, and retrofit or rescaling of existing facilities for battery component manufacturing, advanced battery manufacturing, and recycling.	TBA	\$1,000,000,000	TBA	TBA	TBA	July 1, 2022	N/A	N/A	Industry	Clean Manufacturing & Supply Chain	Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New - BIA	Battery Material Processing Grants	To ensure the United States has a viable battery materials processing industry by supporting demonstration projects and the construction of facilities for processing battery materials.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible uses include demonstration projects, construction of commercial-scale facilities, and retrofit or rescaling of existing battery material processing facilities.	20% match required	\$1,100,000,000	\$400,000,000	14	TBA	July 1, 2022	Letter of intent strongly encouraged by May 27, 2022	\$3,100,000,000 available until expended	Industry	Clean Manufacturing & Supply Chain	Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	BETO Work, Feedstocks and Conversion (BETO)	To (1) support new strategies for energy and resource recovery from waste streams, including fugitive methane emissions, air and water quality impacts, odors, etc., and (2) develop more robust programs and catalytic processes for the conversion of sustainable feedstocks and intermediate loss streams and coproducts.	Department of Energy (DOE)	Biomergy Technology Office (BETO)	Broad eligibility for groups, governments, individuals, and consortia of the above, including allowances for foreign entities. BETO is interested in the following Topic Areas: TA.1 MSW Feedstock Technologies TA.2 Robust Microbial Cycles TA.3 Robust Catalytic Processes TA.4 Community Scale Resource and Energy Recovery from Organic Wastes	20% cost share required	\$34,500,000	\$2,500,000	15-27 total	Varies by subtopic	Concept Paper due April 18, 2022 Application due June 7, 2022	BETO is focusing on applied R&D to improve the performance and reduce cost of biofuel production technologies and scale up production systems in partnership with industry. BETO is focused on developing and demonstrating technologies that are capable of producing low-carbon, cost-effective biofuels and co-products by 2030, as well as biofuel production pathways that can deliver at least 30% lower lifecycle greenhouse gas emissions than petroleum.	Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	Existing - Constant	Carbon Sequestration and Related Activities (CSRA) Demonstration Program	To assist in the development, construction and retrofitting of advanced biofuels, renewable chemicals, and industrial products manufacturing facilities.	United States Department of Agriculture (USDA)	Rural Development	The program provides loan guarantees to financial institutions on behalf of a broad range of eligible entities, including individuals, public and private entities, state and local governments, corporations, tribes, farm cooperatives and agricultural associations, National Laboratories, higher education institutions, and public power entities.	20% match required	N/A	\$750,000,000	N/A	N/A	2 application cycles each fiscal year. Letter of intent deadline, March 3 and September 3 Application deadline, April 1 and October 1	N/A	Industry	Clean Manufacturing & Supply Chain	Design/Engineering, Implementation/Construction	Loan	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
Eligible Considering	Existing - BIA Increase	Brownfields Assessment Grants	To evaluate potentially contaminated sites that may need cleanup from prior use. The program offers community wide assessments for multiple communities, site specific grants for environmentally identified single site project focus, and assessment coalition grants to increase the capacity of multi-jurisdictional entities to assess sites in multiple communities.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	All applicants must meet the "threshold criteria" as outlined in the updated notice of funding opportunity.	Not required	\$80,500,000	Varies by type of assessment grant	98	\$823,429	November 22, 2022	There are 2 different types of assessment grants. Review each type to determine which is most relevant to your community or project. https://www.epa.gov/brownfields/grants/view-opportunity.html?opid=34356&https://www.epa.gov/brownfields/grants/view-opportunity.html?opid=34356&https://www.epa.gov/brownfields/grants/view-opportunity.html?opid=34356	The BIA authorized \$1.5 billion in Additional funding over 5 years to scale up EPA's brownfields revitalization program.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Brightfields	Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Eligible Considering	Existing - BIA Increase	Brownfields Cleanup Grants	To clean up one brownfield site, or multiple brownfield sites, contaminated by hazardous substances, pollutants, contaminants (excluding asbestos, petroleum, and/or petroleum).	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	Applicants must own the site for which they are requesting funding and may submit one Cleanup Grant proposal each competition cycle.	Not required	\$60,000,000	\$2,000,000	40	\$1,500,000	November 22, 2022	Relevant program priorities tend to change each year, so be sure to tailor your application to the current guidance.	The BIA authorized \$1.5 billion in Additional funding over 5 years to scale up EPA's brownfields revitalization program.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Brightfields	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Eligible Considering	New	STORM-FACT	Provides capitalization grants to states, eligible federally recognized tribes, territories and the District of Columbia to establish revolving loan funds that provide hazard mitigation assistance for local governments to reduce risk from natural hazards and disasters. These loan interest loans will allow jurisdictions to reduce vulnerability to natural disasters, foster greater community resilience and reduce disaster suffering \$500 million over five years.	FEMA	Disaster Recovery Loans Fund Program	State's must apply for capitalization funding by April 28, 2023 and then set up loan fund programs for counties and municipalities to apply for.	Not required	\$50,000,000	N/A											
Eligible Considering	Existing - Constant	WIFIA	The Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) established the WIFIA program, a federal credit program administered by EPA for eligible water and wastewater infrastructure projects. WIFIA and the WIFIA implementation rule outline the eligibility and other requirements for prospective borrowers.	Environmental Protection Agency (EPA)	WIFIA	Eligible borrowers are: local, state, tribal, and federal government entities, Partnerships and joint ventures, Corporations and trusts Clean Water and Drinking Water State Revolving Fund (SDRF) programs Eligible projects include projects that are eligible for the Clean Water Act (CWA) or Safe Drinking Water Act (SDWA).	Not required	\$100 million project size for large communities, \$5 million - \$100 million project size for small communities (population of 25,000 or less)												
Eligible Considering	Existing - BIA Increase	Brownfields Job Training (BETO)	To deliver Brownfields Job Training programs that recruit, train, and place local, unemployed and under-employed residents with the skills needed to secure full-time employment in the environmental field.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	Eligible entities include states, local governments, land clearance authorities or other quasi-governmental entities, regional councils, independent agencies, tribes, non-profits, and Hazardous Waste Operations and Emergency Response (HAZWOPER) training be provided to all individuals being trained.	Not required	\$12,000,000	\$100,000	25	\$480,000	August 2, 2022	Applicants are not required to inform their target community, however, they are strongly encouraged to do so. Applicants who hold a community meeting, notify the community about the proposed environmental training program prior to submission of an application, and work with and solicit feedback from diverse community constituents about the proposed program prior to submission, typically have stronger applications.	Previously known as Environmental Workforce Development and Job Training (EWDJT) Grants https://www.epa.gov/brownfields/grants/view-opportunity.html?opid=34356&https://www.epa.gov/brownfields/grants/view-opportunity.html?opid=34356&https://www.epa.gov/brownfields/grants/view-opportunity.html?opid=34356	Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Brightfields, Workforce Development	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Eligible Considering	Existing - BIA Increase	Brownfields Multipurpose (BETO)	To provide grant funding for a range of eligible purposes, including developing inventories of brownfield sites, prioritizing sites, engaging community stakeholders, conducting assessments, developing cleanup and reuse plans for key sites, conducting cleanup activities, and developing a revitalization plan.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	All applicants must meet the "threshold criteria" as outlined in the updated notice of funding opportunity.	Not required	\$14,000,000	\$800,000	17	\$823,529	November 22, 2022	This program has typically been offered every two years, unlike the annually recurring assessment, cleanup, and reusing sites fund grants. These are highly competitive projects geared at sites with the most compelling reuse. EPA's RE-POWERING program's fund program offers detailed reports, case studies, and guidance for those looking to develop renewable energy on brownfields. https://www.epa.gov/re-powering	EPA requests that, if applicable, the applicant describe how the reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or will improve energy efficiency measures. For more information on clean energy reuse options, check out EPA's RE-POWERING America's Lands Initiative.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Brightfields	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	

Federal Funding Opportunities																				
VFO Status	Program Details			Agency		Due Dates		Funding				Deadline				Filter Criteria				
Eligibility Status	Review/Expiring	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (\$/applicant)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phase of Project	Resource Types	Applicant Types	
Not Eligible	Existing - RIA Increase	Revolving Loan Fund (RLF)	To provide seed money to facilitate a revolving loan fund program including loans and subgrants to clean up and remediate sites across a region or community. Revolving loan funds are used to provide no interest or low interest loans for eligible businesses and individuals, subject to the amount and type of programmatic costs necessary to manage the loan fund.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	Recipients must have a strong understanding of real estate financing principles and approaches, including loan underwriting, loan servicing, and credit analysis. Recipients also need to have the ability to market the program on an ongoing basis during the performance period of the grant and after the expiration of the RLF Grant. Recipients must submit to properly manage funds and program income generated by their program until its official close. Only entities without open RLF cooperative agreements are eligible to apply.	Not required	\$10,000,000	\$1,000,000	10	\$1,000,000	November 30, 2022	These are highly competitive projects geared at communities with extensive brownfields. If structured correctly, these revolving loan fund programs can generate program income from repayment of loans to sustain programs from a few years to decades.	If selected, the lead entity will be the grant recipient and must administer the grant. Be accountable to EPA for proper expenditure of the funds and for the point of contact for the other coalition members. In addition, a Memorandum of Agreement (MOA) determining the coalition's selection process must be in place prior to the expected start of any funds that are awarded. The coalition members should identify and establish relationships necessary to achieve the project's goal. A process for successful execution of the project's goal, including a description and role of each coalition member, should be established along with the MOA. The purpose of the MOA is for coalition members to agree internally on the distribution of funds and the mechanisms for implementing the cleanup work.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Brownfields	Implementation/Construction	Revolving Loan Fund - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
	New	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To provide technical assistance grants to approximately 50-60 regional coalitions across the country and help them develop transformational economic development strategies.	Department of Commerce	Economic Development Administration (EDA)	Applicants should identify one key coordinating lead institution per regional coalition to lead the concept and projects into the implementation phase, while fostering collaboration and coordinating resources to ensure these investments have the greatest economic impact on our communities, regions, and the nation.	Not required	\$30,000,000	\$500,000	10-60 coalitions	\$300,000	October 19, 2021	It is unclear whether EDA will be issuing a new round of this challenge.	Talk with your EDA representative if preparing an application. Your local office is well-positioned to help ensure you are meeting program criteria and considering strategic regional opportunities. https://eda.gov/contact/	Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity, Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
	New	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To award transformational investments to 20-30 final coalitions identified in Phase 1 and fund their identified projects.	Department of Commerce	Economic Development Administration (EDA)	Applicants should identify one key coordinating lead institution per regional coalition to lead the concept and projects into the implementation phase, while fostering collaboration and coordinating resources to ensure these investments have the greatest economic impact on our communities, regions, and the nation.	Not required	\$1,000,000,000	\$100,000,000	20-30 coalitions	\$50,000,000	March 15, 2022	It is unclear whether EDA will be issuing a new round of this challenge.	On September 2, 2022, EDA announced 21 awardees, receiving between \$25M and \$65M. https://eda.gov/pressroom/news/2022/09/02/build-back-better-regional-challenge-awardees-announced	Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity, Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
	Existing - Increase	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To develop and support regional tech-based economic development initiatives that accelerate high quality job growth, create more economic opportunities, and support the future of the new generation of industry-leading companies.	Department of Commerce	Economic Development Administration (EDA)	Project eligibility specifications vary by program. Challenge: Challenge, Capital Challenge, and Industry Challenge.	50% match required	\$45,000,000	\$150,000 for Venture Challenge-Build \$2,000,000 for Venture Challenge-Scale	\$0	\$900,000	June 15, 2022	Unlike many EDA programs, this program does not require eligibility through regional offices or entities. Applicants should not emphasize, if possible, how such funding can be a transformative investment for their community to further technology-based economic development initiatives that accelerate high quality job growth, create more economic opportunities, and support the future of the new generation of industry-leading companies. Public-private partnerships to accelerate entrepreneurship and company growth are also encouraged to apply.	In 2020, Department of Energy partnered with EDA to provide \$4 million in funding to pilot the Industry Challenge, which supports entrepreneurship and accelerate company growth within the Build Back Better for the FY20 cycle. View the FY20 Industry Challenge grantee here: https://eda.gov/eo/industrychallenge/fy20/	Industry, Electricity, Transportation	Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Building Efficiency Retrofits, Electric Vehicles/Charging Equipment, Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
	Existing - Constant	Building Blocks for Sustainable Communities	To provide quick, targeted technical assistance to selected communities to support local environmental and economic sustainability, using a variety of tools that have demonstrated results and widespread application.	Environmental Protection Agency (EPA)	Office of Community Revitalization	Eligible applicants include local, county, or tribal governments, or nonprofit organizations that have the support of the local government on whose behalf they are applying.	N/A	N/A	N/A	N/A	N/A	N/A	November 20, 2020	EPA offers CBRA through this program. Not every tool is offered in every round. Once EPA has used a tool in several communities, the tool will be retired to create a product that any community can use with limited outside assistance. Local governments are encouraged to navigate emerging challenges with existing tools. Past Recipients and Tools can be found here: https://www.epa.gov/multigrowth/building-blocks-sustainable-communities-past-recipients-and-tools	EPA provides direct assistance through a federal contract; therefore, no funds are transferred to the community. The initial application requires a two-page write-up detailing how the assistance will help the community. After that, EPA will request next steps memos and notify applicants of the due. Local governments with ideas should submit their letters of interest to solicit the assistance.	Buildings, Transportation, Resiliency & Recovery	Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resiliency, Public Transit, Smart Growth, Retaining & Building Capacity, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Technical Assistance	Municipality, Non Profit, Public Agency/Local Authority, Tribal
Eligible - Considering	Existing - RIA Increase	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To invest in and undertake hazard mitigation projects, reducing the risks communities face from disasters and natural hazards.	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Local governments/municipalities are eligible to apply as sub-applicants to states. Homeowners, business operators, and non-profit organizations cannot apply directly to FEMA but can be included in a sub-application submitted by an eligible sub-applicant. Home Applicants must have a FEMA approved State, local, or Tribal Hazard Mitigation Plan by the application deadline and at the time of obligation of grant funds.	25% match required, unless applicant is economically disadvantaged rural community	\$2,300,000,000	TBA	100	\$18,400,000	January 27, 2023, state deadline vary (see "Helpful Tips")	State deadlines will vary for sub-applicants to be considered. Typically 1-3 months prior to the FEMA deadline. Contact your State Hazard Mitigation Officer (SHMO) to learn about potential state deadline to plan accordingly. https://www.fema.gov/grants/mitigation/state-contacts	In addition to project selections, the BBRP Program offers help to communities in the form of financial Direct Technical Assistance (DTA). Read more here: https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities/direct-technical-assistance	For past program details, see here: https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities/fy2021-subapplication-view	Resiliency & Recovery, Electricity, Buildings, Transportation	Community Resiliency, Retaining & Building Capacity, Building Weatherization, Energy Storage, Renewable Energy, Electric Vehicles/Charging Equipment, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Tribal, Municipality
	New - RIA	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To establish a competitive grant program to help institutions of higher education establish building training and assessment centers to educate and train building technicians and engineers on implementing modern building technologies.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities are state, accredited technical training centers, community colleges, Tribal Colleges or Universities, and local offices of the National Institute of Standards and Technology.	TBA	\$10,000,000	TBA	TBA	TBA	Expected 4th quarter 2022	N/A	\$1,000,000 available until expended	Buildings	Building Weatherization, Building Efficiency Retrofits, Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary	Non Profit	
Not Eligible	Existing - Increase	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To make federal resources available to states and direct recipients to repair, rehabilitate and purchase bus-related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants include designated recipients that allocate funds to fund route bus operations, states or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation.	20% match required, with exceptions	\$230,000,000	N/A	100	\$4,100,000	November 18, 2021	For past program details and awards, see here: https://www.transit.dot.gov/bus-program	N/A	Transportation	Public Transit, Electric Vehicles/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
	Existing - Increase	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To make federal resources available to states and direct recipients to repair, rehabilitate and purchase bus-related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants include designated recipients that allocate funds to fund route bus operations, states or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation.	20% match required, with exceptions	\$602,000,000	\$40,590,000	125	\$1,982,690	TBA	N/A	Program funding expires in 2024. There are three components to this program. The first is a continuation of the formula bus program established on under MAP-21. The remaining two components include the bus and bus facilities competitive program based on asset age and condition, and a low or no emissions bus deployment program. A pilot program allows designated recipients in unincorporated areas between 200,000 and 999,999 in population to participate in voluntary state pools to allow transfers of formula funds between designated recipients during the period of the authorized legislation.	Transportation	Public Transit, Electric Vehicles/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Corridor	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To fund major investments in new or extended fixed guideway public transit systems, including light rail, heavy rail, commuter rail, streetcar, and bus rapid transit (BRT) projects.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies. Eligible projects are those with a total estimated project cost of \$400M or more or that are seeking funding of \$150M or more.	20% match required	\$2,300,000,000	N/A	N/A	N/A	Rolling	N/A	Can be paired with FTA's State of Good Repair Funding (Section 5337 SGR Formula Funds). This can fund infrastructure repairs and deferred maintenance while the Core Capacity investments can support increased capacity.	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
	Existing - Constant	Build Back Better Regional Challenge (BIBRC) - Phase 2 (American Rescue Plan)	To fund major investments in new or extended fixed guideway public transit systems, including light rail, heavy rail, commuter rail, streetcar, and bus rapid transit (BRT) projects. This may include corridor-based BRT systems.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies. Eligible projects are those with a total estimated project cost of less than \$400M.	20% match required	\$2,300,000,000	\$150,000,000	N/A	N/A	Rolling	N/A	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New - RIA	Carbon Capture, Demonstration, and Utilization Program (CCU)	To demonstrate substantial improvements in the efficiency, effectiveness, cost, and environmental performance of carbon capture technologies for power, industrial, and other commercial applications.	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCED)	Eligible applicants are broad and include Technology Developers, Industry, Utilities, Universities, National Laboratories, Engineering and Construction Firms, State and Local Governments, Tribal, Environmental Groups, and Community Based Organizations.	Match required	\$2,537,000,000	N/A	6	\$400,000,000	Expected 4th quarter 2022	Of the demonstration projects, 2 shall be designed for natural gas electric generation facilities, 2 for coal electric generation facilities, and 2 for industrial facilities not purposed for electric generation.	\$500,000,000 are eligible for each of fiscal years 2021 through 2024, and \$600,000,000 for fiscal year 2025.	Industry	Carbon Capture & Storage (CCS)	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
	New - RIA	Carbon Reduction Program (CRP)	To reduce transportation emissions as an alternative fueling infrastructure, efficiency, electric/autonomous, and other planning strategies.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible projects include traffic monitoring and control facilities, public transportation projects eligible for assistance under section 542 (Public Transportation), off-road trail facilities, advanced transportation and congestion management technologies, infrastructure based intelligent transportation systems, vehicle-to-infrastructure communications equipment, the replacement of inefficient street lighting and traffic control devices, and development of carbon reduction strategies.	20% match required	\$1,234,000,000	N/A	N/A	N/A	November 15, 2023	Implementation guidelines can be found here: https://www.transportation.gov/infrastructure/guidelines	For areas of 50,000 or more, a State is required to provide obligation authority (OA). Where obligation authority is provided through contract authority, the entity in receipt of OA is able to obligate or spend - the funds designated for their area, versus OA remaining with the state and the state retaining control over project selection.	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State	
Not Eligible	Existing - RIA Increase	Carbon Storage and Utilization Program (CSU)	To expand DOE's Carbon Storage program to fund development of new or expanded commercial large scale carbon sequestration projects and associated carbon dioxide transport infrastructure, including funding for the feasibility, site characterization, permitting, and construction stages of project development.	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCED)	Eligible projects include the development of new or expanded commercial large scale carbon sequestration projects and associated carbon dioxide transport infrastructure, including funding for the feasibility, site characterization, permitting, and construction stages of project development.	20% match required	\$2,500,000,000	TBA	TBA	TBA	Expected 2nd quarter 2022	N/A	\$2,500,000,000 for FY22-26	Industry	Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS)	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
	New - RIA	Carbon Utilization Program (CUP)	To procure and use products derived from captured carbon wastes.	Department of Energy (DOE)	Office of Fossil Energy and Carbon Management	An eligible entity shall use a grant received under this paragraph to procure and use commercial or industrial products that: (i) use or are derived from anthropogenic carbon oxides; and (ii) demonstrate significant net reductions in lifecycle greenhouse gas emissions compared to incumbent technologies, processes, and products.	TBA	\$300,000,000	TBA	TBA	TBA	Expected 4th quarter 2022	N/A	The Carbon Utilization Program already exists, primarily as a research program within the National Energy Technology Laboratory (NETL).	Industry	Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS)	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority	

Federal Funding Opportunities																
VKB Status	Program Details			Agency		Due Dates		Funding				Deadline		Filter Criteria		
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocation	Average Award (Estimate)	Anticipated or Anticipated	Helpful Tip	Other Notes	Sector	Type of Project
Not Eligible	New - RIA	Career Skills Training	To pay the Federal share of associated career skills training programs under which students concurrently receive classroom instruction and on-the-job training for the purpose of obtaining an industry-related certification to install energy efficient building technologies.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Grants will be awarded to non-profit partnerships, which may include industry, workforce development, community-based organizations, qualified service and conservation corps, educational institutions, small businesses, cooperatives, State and local veterans' agencies, and veterans service organizations.	50% match required	\$10,000,000	N/A	TBA	TBA	Expected 1st quarter 2023	N/A	N/A	Buildings	Workforce Development, Retaining & Building Capacity
Not Eligible	Existing - Increase	Climate Resilience Implementation Grants	To support those communities that have undergone a comprehensive local planning process and are ready to implement their "Transformation Plan" to redevelop the neighborhood.	Department of Housing & Urban Development (HUD)	Public and Indian Housing	The eligible applicant must demonstrate that the proposal targets an eligible housing project and is located in an eligible neighborhood. Eligible applicants include Public Housing Agencies (PHAs), local governments, tribal entities, and nonprofits.	5% match required	\$150,000,000	\$50,000,000	5	\$30,000,000	Fall 2022	Use HUD Mapping tool to determine eligible neighborhoods: https://www.huduser.gov/portal/maps/CN/home.html	N/A	Transportation, Resiliency & Recovery, Buildings	Smart Growth, Community Resiliency, Nature-Based Solutions
Not Eligible	Existing - Increase	Climate Resilience Planning Grants	To support the development of comprehensive neighborhood revitalization plans which focused on directing resources to address three core goals: Housing, People and Neighborhoods. The Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units while simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families.	Department of Housing & Urban Development (HUD)	Public and Indian Housing	The eligible applicant must demonstrate that the proposal targets an eligible housing project and is located in an eligible neighborhood. Eligible applicants include Public Housing Agencies (PHAs), local governments, tribal entities, and nonprofits.	5% match required	\$10,000,000	\$500,000	20	\$500,000	July 28, 2022	Ensure that your planning grant is optimized by embracing decarbonization and resilience strategies. Effectively implemented planning grants make your community more competitive for the Choice Implementation grants. Use HUD Mapping tool to determine eligible neighborhoods: https://www.huduser.gov/portal/maps/CN/home.html	N/A	Transportation, Resiliency & Recovery, Buildings	Smart Growth, Community Resiliency, Retaining & Building Capacity, Nature-Based Solutions
Not Eligible	New - RIA	Clean Energy Demonstration Program on Current and Former Mine Land	To demonstrate the technical and economic viability of clean energy projects on current and former mines.	Department of Energy (DOE)	Office of Clean Energy Demonstration (OCED)	At least 2 projects must be solar. Others projects can be solar, micro grid, geothermal, direct air capture, fossil fuel generated electricity with carbon capture/dedicated/sequestration, energy storage (including pumped storage hydropower and compressed air storage), and advanced nuclear technology.	TBA	\$500,000,000	TBA	\$	\$100,000,000	Estimated application opening date 2023	Reproducible expectation of commercial viability, as determined by the Secretary, is one of the project eligibility criteria. Prioritization criteria include: job creation, particularly in economically distressed areas and distressed workers previously employed in manufacturing, coal power plants, or coal mining; net impact in avoiding or reducing greenhouse gas emissions; lowest levelized cost of generated or stored energy; greatest potential for technological innovation and deployment; and shared projects and from participating to completion.	MINE LAND – The term "mine land" means: (A) land subject to Titles W and V of the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1231 et seq., 30 U.S.C. 1251 et seq. 1, and (B) land that has been claimed or patented subject to sections 2315 through 2344 of the Revised Statutes (commonly known as the "Mining Law of 1872") (30 U.S.C. 22 et seq.)	Electricity	Renewable Energy, Energy Storage, Carbon Capture & Storage (CCS), High-Fidelity
Not Eligible	New - RIA	Clean Hydrogen Facilities Program	To establish an R&D, demonstration, commercialization, and deployment program to improve the efficiency, increase the durability, and reduce the cost of producing clean hydrogen using electrolyzers.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible uses include: (1) the demonstration of technologies that produce clean hydrogen using electrolyzers; and (2) the validation of information on the cost, efficiency, durability, and feasibility of commercial deployment.	TBA	\$1,000,000,000	TBA	TBA	TBA	Expected 4th quarter 2022	N/A	\$1,000,000,000 in funding available until expended	Industry, Electricity	Clean Manufacturing & Supply Chain, Clean Fuels
Not Eligible	New - RIA	Clean Hydrogen Manufacturing, Research, Development, and Demonstration (CH2M) Program	To support R&D and demonstration projects that advance new clean hydrogen production, processing, delivery, and storage, equipment manufacturing technologies and techniques, and increase the reuse and recycling of clean hydrogen technologies.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Industry stakeholders are eligible to apply. Local governments are encouraged to partner with the private sector as sub-applicants.	TBA	\$500,000,000	TBA	TBA	TBA	Expected 2nd quarter 2022	N/A	\$500,000,000 in funding available until expended	Industry	Clean Manufacturing & Supply Chain, Clean Fuels
Not Eligible	New - RIA	Clean School Bus (CSB) Program	To demonstrate school bus fleets by replacing existing school buses with zero emission buses and alternative fuel based buses.	Environmental Protection Agency (EPA)	TBA	Eligible recipients include: State, local and tribal governmental agencies that are responsible for operating school bus service to one or more public school systems; or purchase of school buses. Eligible expenses include buses, charging units, and electrical panels.	Not required	\$5,000,000,000	\$5,375,000	TBA	TBA	August 19, 2022	For additional information on planning effectively for clean school bus fleets, see this guidance: https://www.epa.gov/region9/school-buses-can-transition-electric	The maximum rebate amount per bus is dependent on (1) the bus fuel type, (2) the bus size, and (3) whether the school district to be served by the buses meets one or more prioritization criteria.	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Energy Storage, Clean Fuels
Not Eligible	Existing - BIA Increase	Carbon Dioxide Transportation Infrastructure Finance and Innovation Act (COTIF) Program	To provide secured loans or loan guarantee to projects (of at least \$100M) involving common carrier carbon dioxide transportation infrastructure (associated equipment), including pipelines, shipping, rail, or other transportation infrastructure and associated equipment, that will transport or handle carbon dioxide captured from anthropogenic sources to ambient air.	Department of Energy (DOE)	Loan Programs Office	Loan eligible projects must be greater than \$100M. Grants must (A) attract public or private investment, (B) make a project to proceed at an earlier date, or (C) reduce the lifecycle costs (including debt service costs) of the project. Future Growth Grants may only pay the cost of any additional flow rate capacity of a carbon dioxide transportation infrastructure asset.	20% match required for Future Growth Grants	\$2,300,000,000	Up to 100% of development phase activities; max loan of 80% of total project costs; max loan maturity of 35 years	N/A	N/A	Expected 4th quarter 2022	N/A	N/A	Industry	Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain
Not Eligible	Existing - Increase	Combined Heat and Power Technical Assistance Partnership (CH2M) Program	To encourage deployment of combined heat and power, waste heat to power, and efficient district energy technologies by providing education and outreach to building, industry, and utility professionals, State and local policymakers, and other individuals and organizations as relevant. Support also includes on-site assessments and engineering support in addition to general informational activities. Redesigns the Clean Energy Application Officers of DOE as the CHP Technical Assistance Partnership.	Department of Energy (DOE)	Advanced Manufacturing Office	Eligible applicants include institutions of higher education, research centers, and other appropriate institutions to ensure the continued operations and effectiveness of the regional CHP Technical Assistance Partnerships.	Not required	\$12,000,000	N/A	N/A	N/A	Rolling, funding expires 2025	Funding will continue to go through ten existing CHP Technical Assistance Partnerships. Local entities with an interest in CHP support and assessments should reach out to their regional contact: https://electricitydelivery.eere.energy.gov/chp-helping-hands	N/A	Industry, Buildings, Electricity	Renewable Energy, Community Resiliency
Not Eligible	Existing - Increase	Community Development Block Grants (CDBG)	To develop viable urban communities by providing decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons.	Department of Housing & Urban Development (HUD)	Community Planning and Development	CDBG funds may be used for activities that include, but are not limited to: acquisition of real property, relocation and demolition, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, the conversion of school buildings for eligible purposes, public services, within certain limits, activities relating to energy conservation and renewable energy resources, provision of assistance to profit-invested businesses to carry out economic development and job creation/retention activities.	Not required	FY22 CDBG Formula Grant Allocations by Jurisdiction: https://www.hud.gov/program-offices/econ-planning/fy22	Varies by city and state	Allocation by Jurisdiction	Varies by city and state	Annual Action Plans are typically due in May for next federal fiscal year	Each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.	N/A	Any or All, Buildings, Electricity, Transportation, Industry, Resiliency & Recovery	Renewable Energy, Energy Storage, Community Resiliency, Public Transit, Workforce Development, Retaining & Building Capacity, Building Electrification, Nature-Based Solutions
Not Eligible	New	Community Development Block Grants - COVID-19 Public Facilities (CDBG-CO)	To help communities prevent, prepare for, and respond to the direct and indirect effects of the current COVID-19 pandemic and to mitigate future risk.	Department of Housing & Urban Development (HUD)	Community Planning and Development	Projects must meet the eligible CDBG activities, CDBG national objectives, and COVID-19 relevance. The term "public facilities" is broadly interpreted under CDBG to include publicly accessible facilities that are owned by public entities or nonprofit organizations such as libraries, community centers, and places where people receive services.	Not required	Contact your CDBG field representative to understand local administration and availability of funding.	Varies by state and locality	Varies by state and locality	N/A	N/A	The proposed project must be designed to prevent, prepare for, or respond to the coronavirus. Grantees must document this relationship, when referred to as the "nexus." The documentation is a logical relationship between the benefits of the activity and the effects of the coronavirus. This includes may relate to the current pandemic and may also relate to mitigating potential future coronavirus pandemic impacts. Applicants should ensure that they are making an effective connection between their facilities' energy resiliency and risk mitigation for COVID-19 or other pandemics and should discuss any questions with their CDBG program contact.	The public facilities activity category is generally intended to address the physical costs of improving the facility rather than provide support for operating costs or services that may be provided within the facility.	Any or All, Buildings, Electricity, Transportation, Industry, Resiliency & Recovery	Energy Storage, Building Weatherization, Community Resiliency, Building Electrification
Not Eligible	Existing - Increase	Community Development Block Grants - Disaster Recovery (CDBG-DR)	To help cities, counties, and states recover from Presidentially declared disasters. The grants focus on low-income areas, subject to availability of supplemental appropriations.	Department of Housing & Urban Development (HUD)	Community Planning and Development	Funds are awarded to state and local governments that become grantees. Those who receive grant money include state agencies, non-profit organizations, economic development agencies, schools, and businesses. Eligible use of funds can be found here: https://files.hudexchange.info/resources/documents/CDBG-DR Policy Guide.pdf	Not required	Depends on Stafford Act funding.	Varies by city and state	Varies by city and state	Varies by city and state	As released by Congress enacting the Stafford Act after Federally Declared Disaster.	For additional guidance, see HUD's policy guidance and fact sheet for CDBG DR: https://files.hudexchange.info/resources/documents/CDBG-DR Policy Guide.pdf	To determine eligibility for federal disaster declaration funding, please check FEMA's website at https://www.fema.gov/federal-disaster-declarations	Resiliency & Recovery, Electricity, Buildings	Disaster Recovery, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Building Electrification, Nature-Based Solutions
Not Eligible	Existing - Constant	Community Facilities (CF) Program	To develop community facilities that provide essential services to the local community for the orderly development of the community in a primarily rural area. Funds can be used to purchase, construct, and/or improve essential community facilities, bus equipment, or pay necessary project costs.	United States Department of Agriculture (USDA)	Rural Development	Eligible entities limited to rural areas including cities, villages, townships, and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest U.S. Census Data are eligible for this program.	25% 85% match required, depending on population and the median household income of the proposed rural community.	Unknown	N/A	N/A	N/A	Rolling	N/A	A list of prior grantees can be found here for 2020 and 2021: https://www.communitydevelopment.usda.gov/CF/2021	Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Building Electrification
Eligible, Contingent	New	Sequester Capital (SEQUEST)	To support a broad array of projects for infrastructure and community development.	United States Congress	U.S. House of Representatives	Members of Congress will be allowed to submit 15 qualified local projects to the Appropriations Committee for consideration of targeted federal funds. Members must provide evidence of community support for the projects, as well as compelling evidence that demonstrates a true need.	N/A	\$7.5 billion for FY22, total funding for both Houses of Congress is limited to no more than 1% of discretionary spending.	N/A	Over 4,000 (including Congressionally Directed Spending)	N/A	April 30, 2022	Funding will be prioritized for projects that are shovel ready and planning projects are eligible as well. In this first round of funding, projects were prioritized based on clear demonstrations of community support and compelling need. Coordinate early with your community's congressional delegation to ensure projects are aligned with delegation priorities and community needs. Each project must be for the current fiscal year only and cannot include multiyear funding. Note: Some representatives have abstained from participating in this request process. Check with your representative to confirm their participation and process.	The structure is similar to what was previously known as " earmarks," which were discontinued in 2009. As this is new and subject to congressional direction, rules, requirements, and process may evolve with time. Funded projects can be found here: https://appropriations.house.gov/transparency	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS), Clean Fuels, Building Electrification, Brightfields, Nature-Based Solutions
Eligible, Contingent	Existing - Increase	Continental Migration and Quality Improvement Program (CMQIP)	To support most low-carbon transportation modes including public transit, active transportation, electrification, and port and freight pollution mitigation.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Proposed projects or programs must have a high level of effectiveness in reducing air pollution and be included in the metropolitan planning organization's (MPO's) current transportation plan and transportation improvement program (TIP) or the nationwide state transportation improvement program (STIP) in areas without an MPO.	Not required	\$2,536,000,000	Unknown	Unknown	Unknown	Rolling	The funding flows through state transportation agencies to local governments, local governments and non-state partners should ensure that state agencies understand local and regional needs.	N/A	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Smart Growth

Federal Funding Opportunities

VWB Status	Eligibility Status	Program Details			Agency		Open Opportunity		Funding				Deadline		Helpful Tips	Other Notes	Sector	Type of Project	Filter Criteria		
		New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (Estimated)	Announced or Anticipated	Phases of Project					Resource Types	Applicant Types	
Not Eligible	Not Eligible	New	Economic Adjustment Assistance (EAA) - American Rescue Plan	To plan, build, innovate, and put people back to work through construction or non-construction projects designed to meet local needs. This flexible program supports a wide range of technical, planning, workforce development, entrepreneurship, and public works and infrastructure projects.	Department of Commerce	Economic Development Administration (EDA)	States, local governments (including cities, townships, counties), special district organizations (e.g. public utilities), federally recognized tribal governments, nonprofits, institutions of higher education.	20% match required, though EDA has discretion to fund up to 100%.	\$500,000,000	\$10,000,000	250	\$2,000,000	Rolling, early application recommended by March 31, 2022	Unlike with past EDA grant programs, applications that provide more match may be more competitive.	This is the EDA's most flexible funding program under the American Rescue Plan.	Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
	Not Eligible	Existing-Increase	Economic Adjustment Assistance (EAA) - CARES Act	To produce multiple economic and workforce development outcomes for workers and communities negatively impacted by changes in the coal economy, such as promoting regional economic growth and diversification, new job creation, and employment opportunities for displaced coal economy workers.	Department of Commerce	Economic Development Administration (EDA)	There is no pre-defined list of impacted coal communities. Projects must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or equivalent EDA-accepted regional economic development strategy that meets EDA's CEDS or strategy requirements.	Minimum match of 20%, varying based on level of economic distress.	\$100,000,000	N/A	N/A	N/A	Rolling, early application recommended by March 31, 2022	Applicants are strongly encouraged to contact the EDA representative listed for their applicable State in Section G of this NODFO before submitting an application to EDA to clarify technical matters involving their project, its alignment with EDA's mission and investment priorities, and all other relevant publicly available information relating to general technical matters.	Due to the extraordinary level of interest in EDA's CARES Act Recovery Assistance there has been an unusually high volume of applications received. Prospective applicants are strongly encouraged to contact their applicable EDA Regional Office representatives to discuss their needs and availability of funds. Prospective applicants can find current contact information for EDA Regional Office staff at https://www.eda.gov/contact/ .	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Retaining & Building Capacity, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State	
	Not Eligible	Existing-Increase	Economic Adjustment Assistance (EAA) - CARES Act	To support communities impacted by closures of nuclear power plants throughout the United States have had a significant impact on the economic foundations of surrounding communities through sudden job losses and a reduction to the local tax base.	Department of Commerce	Economic Development Administration (EDA)	Projects must meet the NCC Special Need eligibility criterion in Section C.3.b.k. NCC funds may be used to make awards for any activity eligible for an award under EAA, including but not limited to early stage or startup planning activities, public works (construction) investments, and economic diversification initiatives.	Minimum match of 20%, varying based on level of economic distress.	\$13,500,000	\$2,000,000 for implementation, \$350,000 for planning	N/A	N/A	Rolling, early application recommended by March 31, 2022	Applicants are strongly encouraged to contact the EDA representative listed for their applicable State in Section G of this NODFO before submitting an application to EDA to clarify technical matters involving their project, its alignment with EDA's mission and investment priorities, and all other relevant publicly available information relating to general technical matters.	Due to the extraordinary level of interest in EDA's CARES Act Recovery Assistance there has been an unusually high volume of applications received. Prospective applicants are strongly encouraged to contact their applicable EDA Regional Office representatives to discuss their needs and availability of funds. Prospective applicants can find current contact information for EDA Regional Office staff at https://www.eda.gov/contact/ .	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Retaining & Building Capacity, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State	
	Not Eligible	Existing-Increase	Economic Adjustment Assistance (EAA) - CARES Act	To help communities experiencing or anticipating economic dislocations to plan and implement useful programs to leverage their existing regional economic advantages to support economic development and job creation.	Department of Commerce	Economic Development Administration (EDA)	Projects must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or equivalent EDA-accepted regional economic development strategy that meets EDA's CEDS or strategy requirements.	Minimum match of 20%, varying based on level of economic distress.	\$1,500,000,000	States receive no less than \$3,000,000	N/A	N/A	Rolling	Applicants are strongly encouraged to contact the EDA representative listed for their applicable State in Section G of this NODFO before submitting an application to EDA to clarify technical matters involving their project, its alignment with EDA's mission and investment priorities, and all other relevant publicly available information relating to general technical matters.	Due to the extraordinary level of interest in EDA's CARES Act Recovery Assistance there has been an unusually high volume of applications received. Prospective applicants are strongly encouraged to contact their applicable EDA Regional Office representatives to discuss their needs and availability of funds. Prospective applicants can find current contact information for EDA Regional Office staff at https://www.eda.gov/contact/ .	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Retaining & Building Capacity, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Not Eligible	Not Eligible	New-IRA	Electric Drive Vehicle Battery Recycling Act	To improve the recycling rates and second-use adoption rates of electric vehicle batteries, to improve the design and adaptability of electric vehicle batteries to make electric vehicle batteries more easily recyclable, to establish alternative supply chains for critical materials that are found in electric vehicle batteries, to reduce the cost of manufacturing, installation, purchase, operation, and maintenance of electric vehicle batteries, to improve the environmental impact of electric vehicle battery recycling processes.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include institutions of higher education, National Laboratories, nonprofits and for-profit private entities, state and local governments and consortia of these entities.	20% match required	\$60,000,000	\$12,800,000	8	\$2,500,000	Concept paper by May 31, 2022 Full application by July 19, 2022	To better understand potential pathways for battery second-use, check out EERE's ongoing research: https://www.eere.gov/transportation/battery-second-use.html .	DOE highlights two key topic areas: 1. Advanced Materials Separation, Scale Up, and Reintegration for Lithium-Ion Battery Recycling for the Battery Supply Chain 2. Second-Use Scale-Up Demonstration Projects.	Industry	Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit	
Not Eligible	Not Eligible	Existing-Increase	Electric Infrastructure Loans & Loan Guarantee Program (ELGP)	To finance the construction of electric distribution, transmission and generation facilities, including system improvements and replacement required to furnish and improve electric service in rural areas, as well as demand-side management, energy conservation programs, and on-grid and off-grid renewable energy systems.	United States Department of Agriculture (USDA)	Rural Development	Check with a General Field Representative (GFR) to determine whether the proposed service area qualifies as rural. Funds may be used to finance: - Maintenance, Upgrades, Expansion, Replacement of distribution, sub-transmission and headquarters (service, warehouse) facilities. - Energy efficiency, renewable energy systems.	Not required	Loan Guarantees up to 100%	None	25	\$45,700,000	Rolling	N/A	N/A	Electricity, Buildings, Resiliency & Recovery, Industry	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Retrofits, Community Resiliency, Building Electrification, Electric Grid Upgrades	Implementation/Construction	Loan	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Not Eligible	New-IRA	Electric Vehicle Charging Infrastructure Demonstration	To purchase electric or low-emitting ferries and the electrification of other reduction of emissions from existing ferries.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants under this program are any eligible recipient of SMD or SMT funding, including the entity that operates ferry service that serves the State with the largest number of Marine Highway System miles and bi-State ferry services.	20% match required	\$40,000,000	N/A	10	\$4,900,000	September 6, 2022	The Federal government will cover 85% (additional 5%) of the cost of leasing or purchasing a Clean Air Act (CAA) or Americans with Disabilities Act (ADA) ferry.	At least one grant will serve the State with the largest number of Marine Highway System miles, and one grant will serve a bi-State ferry service (A) with an aging fleet, and (B) whose development will propose to advance the state of the technology toward increasing the range and capacity of zero emission power source ferries.	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality	
Eligible-Considering	Eligible-Considering	New-IRA	Electric Vehicle Charging Infrastructure Demonstration	As part of the Electric Vehicle Charging and Refueling Infrastructure Program at least 50% of this funding must be used for a community grant program "Community Charging" where priority is given to projects that expand access to EV charging and alternative fueling infrastructure within rural areas, low- and moderate-income neighborhoods, and communities with a low ratio of private parking spaces.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants include state or political subdivision of a State, Metropolitan Planning Organization, local government, Special purpose district or public authority with a transportation function, Indian Tribe, Territory.	TBA	\$1,250,000,000	TBA	TBA	TBA	TBA	N/A	N/A	Transportation	Electric Vehicles/Charging Equipment, Community Resiliency, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Eligible-Considering	Eligible-Considering	New-IRA	Electric Vehicle Charging Infrastructure Demonstration	To strategically deploy publicly accessible electric vehicle charging infrastructure and other alternative fueling infrastructure along designated alternative fuel corridors.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants include state or political subdivision of a State, Metropolitan Planning Organization, local government, Special purpose district or public authority with a transportation function, Indian Tribe, Territory.	TBA	\$1,250,000,000	TBA	TBA	TBA	TBA	N/A	N/A	Transportation	Electric Vehicles/Charging Equipment, Community Resiliency, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Eligible-Considering	Eligible-Considering	Existing-Increase	Emergency Management Performance Grants (EMPGs)	To provide state, local, tribal and territorial emergency management agencies with the resources required for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation. The EMPG's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas.	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Eligible entities include state, local, Tribal and territorial emergency management agencies, with each agency submitting only one application. Recipients must ensure and maintain adoption and implementation of the National Incident Management System (NIMS). Non-territorial recipients must belong to, be located in, or be an active Emergency Management Assistance Compact (EMAC) temporary member state.	50% match required	\$405,300,000	N/A	5A	6,250,000 of total funding	June 18, 2022	The FY22 NODFO may be viewed here: https://www.fema.gov/grants/preparedness/emergency-management . More information on eligible activities may be found in the Preparedness Grants Manual: https://www.fema.gov/grants/preparedness/manual .	Emergency Management Performance Grants are allocated to 50 states and 6 other entities according to a formula. State emergency management authorities may then hold competitive sub-grant award process. This includes whether the additional EMPG funding made available through the American Rescue Plan Act of 2021 will be distributed in a similar fashion. An EMPG application must submit a work plan and consult with the FEMA regional manager to ensure the plan addresses state and regional priorities. To determine eligibility for federal disaster declaration funding, please check FEMA's website at https://www.fema.gov/federal-disaster-declarations .	Resiliency & Recovery	Energy Storage, Disaster Recovery, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Tribal	
Not Eligible	Not Eligible	Existing-Consolidate	Emergency Relief Program (ERP)	To assist public transit operators in the aftermath of an emergency or major disaster.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible recipients include states, territories, and FTA direct recipients affected by major declared disasters, or in states in which the Governor has declared an emergency related to COVID-19.	20% match required, for COVID-19 related disasters, per March 11, 2020 announcement	No additional authorizations have been made. However, the March 11, 2020 order expands the eligible uses for formula funds.	N/A	N/A	N/A	N/A	The Emergency Relief Program does not have actual or permanent authorizations. Past authorizations for the program have been made by Congress following disasters.	A March 11, 2020 announcement expanded project eligibility and allows all transit providers in states where the Governor has declared an emergency related to COVID-19 to use their federal formula funds for operating expenses in addition to capital expenses, and permits operating expenses to be covered at an 80 percent federal share rather than 50 percent. An FY2020 Emergency Relief Docket was also created through which transit providers can request relief from FTA administrative and statutory requirements.	Transportation, Resiliency & Recovery	Public Transit, Disaster Recovery, Energy Storage, Clean Fuels	Implementation/Construction	Grant - Formula/Block	State, Public Agency/Local Authority	
Not Eligible	Not Eligible	New-IRA	Energy Auditor Training Grant Program (State Energy Program)	To provide grants to eligible States to train individuals to conduct energy audits of commercial and residential buildings to build the clean energy workforce, save customers money on their energy bills, and reduce pollution from building energy use.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible states will have a demonstrated need for assistance for training energy auditors. Funds may cover any costs associated with individuals being trained or certified to conduct energy audits by the State or a State-certified third party training program. Funds may also pay the wages of a trainee during the period in which they receive training and certification.	TBA	\$40,000,000	\$2,000,000	TBA	TBA	TBA	Maximum funding of \$2,000,000 is limited on a per state basis.	N/A	Buildings, Electricity	Building Efficiency Retrofits, Workforce Development, Retaining & Building Capacity, Building Weatherization	Implementation/Construction	Grant - Competitive/Discretionary	State	
Not Eligible	Not Eligible	Existing-IRA-Increase	Energy Efficiency and Conservation Block Grants (EECBG)	To directly invest in projects that develop, promote, implement, and manage energy efficiency and conservation, including energy audits.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Cities, towns and villages with a population of at least 35,000 are eligible to apply, at a minimum, the ten largest cities in each state, including Puerto Rico, regardless of population, are eligible to apply. All other cities, villages, and towns can apply for EECBG funds through their state.	TBA	\$550,000,000	TBA	TBA	TBA	TBA	For additional information on past program use, how EECBG funding was used to accelerate partners, and case studies, check out: http://www.energys.gov/ep-content/fund04/2017/06/0227-report-eebgsummary.pdf	EECBG was first passed in 2007, amended with the American Reinvestment and Recovery Act (ARRA) of 2009, and expired in 2016. The Infrastructure Investment and Jobs Act (IIJA) of 2021 reauthorized the program and expands upon previous eligibility. \$550,000,000 in funding available until expended.	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Retrofits, Retaining & Building Capacity, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Tribal	
Not Eligible	Not Eligible	New-IRA	Energy Efficiency Materials Pilot Program	To fund a pilot program for materials (including products, equipment, or systems) that result in a reduction in use by a nonprofit organization of energy or fuel.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include 501(c)(3) non-profit. Priority will be given to applicants based on: (A) the energy savings achieved, (B) the cost effectiveness of the use of energy efficiency materials, (C) an effective plan for evaluation, measurement, and verification of energy savings, and (D) the financial need of the applicant.	TBA	\$50,000,000	\$200,000	TBA	TBA	Expected 3rd quarter 2023	N/A	Performance based evaluation criteria include (A) energy savings, (B) cost effectiveness of materials used, (C) plans for evaluation, measurement, and verification of energy savings, and (D) financial need. \$50,000,000 in funding available until expended.	Buildings	Building Weatherization, Building Efficiency Retrofits	Implementation/Construction	Grant - Competitive/Discretionary	Non Profit	
Eligible-Considering	Eligible-Considering	New-IRA	Energy Efficiency Residential Loan Fund (ELRF) - Capitalization Grant Program (State Energy Program)	To capitalize and establish a revolving loan fund under which states that provide loans and grants supporting energy efficiency projects.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	40% of capitalization grants will be allocated, by formula, to states eligible for funding under the State Energy Program. 60% will be allocated to the 15 states with highest per-capita residential and commercial sector energy consumption or the highest annual per capita energy related carbon emissions.	N/A	\$210,000,000	\$15,000,000	TBA	TBA	Expected 4th quarter 2022	N/A	\$250,000,000 in funding available until expended.	Buildings	Building Weatherization, Building Efficiency Retrofits	Implementation/Construction	Loan Grant - Competitive/Discretionary, Technical Assistance	State	
Not Eligible	Not Eligible	New	Energy Storage Demonstration and Deployment Program	To research and develop large-scale energy storage systems. There will be at least three demonstration projects.	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCED)	Eligible entities include a State Energy Office, an Indian Tribe or tribal organization, an institution of higher education, an electric utility (including DOE, FERC, and natural electric cooperatives), and a private energy storage company.	Not required	\$30,000,000	N/A	8	\$18,388,888	Expected 3rd quarter 2022	While no matching funds are required, priority will be given to those leveraging non-federal funding. Consider projects that have the potential to scale up in the nation and explicitly address the intermittent supply risks of renewable energy resources.	This is part of the larger Energy Storage System Research, Development, and Deployment Program established under the Better Energy Storage Technology section of the Act. The intent is for the Secretary to enter into agreements with at least three demonstration projects by Sep. 30, 2023. Funding expires in 2025.	Electricity	Energy Storage	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Public Agency/Local Authority	
Not Eligible	Not Eligible	Existing-Increase	Enhanced Mobility of Seniors & Individuals with Disabilities - Section 5310	To assist private, non-profit, and public transportation operators in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	States and designated recipients are direct recipients, eligible subrecipients include private nonprofit organizations, states or local government authorities, or operators of public transportation. Rural areas and small urban areas should review program guidelines for different areas.	20% match required for capital projects. 50% required for operating assistance.	\$289,080,000	Varies by state	Varies by state	Varies by state	Varies by state	A new discretionary grant pilot program was added to this program totaling \$5 million. This pilot program is intended to focus on funding innovative projects for the transportation disadvantaged.	Funds are apportioned among the states by a formula which is based on the number of seniors and people with disabilities in each state according to the latest available U.S. Census data. Unlike most federal programs, matching funds can come from other Federal (non DOT) funds. This can allow local communities to implement programs with 100% Federal funding. For more information, see this program fact sheet: https://www.fhwa.dot.gov/funding/grants/section5310/mobility-seniors-disabilities-fact-sheet-section-5310	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block, Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Any or All	

Federal Funding Opportunities																			
VKB Status	Program Details			Agency		True Opportunity		Funding				Deadline		Filter Criteria					
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Adoptions	Average Award (Estimated)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phases of Project	Resource Types	Applicant Types
Not Eligible	Existing - Increase	Environmental Justice Small Grants (American Rescue Plan Act)	To provide grants, contracts and other agency activities that identify and address disproportionate environmental or public health burdens and risks in minority populations or low income populations under designated and sectors of environmental statutes. These include: Sec. 1082(a) of the Clean Air Act Sec. 1442 of the Safe Drinking Water Act Sec. 104(a)(2)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 Sec. 791 - Sec. 793 of the Energy Policy Act of 2005	Environmental Protection Agency (EPA)	Varies	Eligibility determined under relevant statutes. Projects include: air quality research and grants to air pollution control agencies, safe drinking water research and grants to states, local entities, and other operators of publicly owned water systems, brownfields remediation and revitalization, and Diesel Emissions Reduction Act (DERA) funding	New program, more information forthcoming	\$50,000,000	\$75,000 for Environmental Justice Small Grants. Unknown for other programs, monitor for further information	100 for Environmental Justice Small Grants. Unknown for other programs, monitor for further information	\$750 for Environmental Justice Small Grants. Unknown for other programs, monitor for further information	June 1, 2023 for Environmental Justice Small Grants. Monitor for Notice of Funding Opportunities for other programs.	A request for applications from April 2023 for the Environmental Justice Small Grants component of this funding may be viewed here: https://www.epa.gov/epa/products/efc/2023/04/documents/efc_2023_fa_amendment_4_23_0.pdf	One-time funding increase from American Rescue Plan Act; monitor for further agency guidance	Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Community Resiliency, Electric Vehicles/Charging Equipment, Renewable Energy, Energy Storage, Building Efficiency Retrofits, Building Weatherization, Disaster Recovery, Workforce Development, Nature-Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	New	Environmental Justice Small Grants (American Rescue Plan Act)	To improve the environment and public health conditions of low income communities and communities of color through the advancement of local equity and environmental justice and address disproportionate environmental or public health burdens and risks in minority populations or low income populations under designated sections of environmental statutes	Environmental Protection Agency (EPA)	Office of Environmental Justice	Eligible entities include non-profits, territories, local governments, and tribal organizations	Not required	\$1,300,000	\$75,000	100	\$73,000	June 1, 2023	Determine which program – the Environmental Justice Small Grants Program (EJSG) or the EJ Collaborative Program-Building Program (EJCBP) which is issued separately – to apply for. Be aware, an applicant can receive a grant under only one of these programs – not both – so you need to carefully consider which one to apply for. While you are not prohibited from applying for both, you can only receive an award under one of them.	In short, EJSG funding under the other component is designed for organizations that are more established and familiar with federal grants, while EJCBP funding is designed for organizations that are 1) more recently established and/or just starting out, 2) have smaller staffs and operating budgets, and/or 3) have never received a federal grant before.	Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Resiliency & Building Capacity, Community Resiliency, Nature-Based Solutions	Planning, Implementation/Construction	Grant - Competitive/Discretionary	Non-Profit, Tribal
Not Eligible	Existing - Risk Increase	National Trails Transportation Program (NTTP)	To improve the transportation infrastructure owned and maintained by Federal Land Management Agencies.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	The program focuses on improving Federal lands transportation facilities (FTFs) that are located on, adjacent to, or provide access to Federal lands. The FTFs must be owned and maintained by the Federal government and must be included in the national FTF inventory.	Not required	\$421,960,000	\$10,000,000	N/A	N/A	TBA	In evaluating an application, the Secretary shall consider the extent to which the programs support performance management, including (i) the transportation goals of the state of good repair of transportation facilities (ii) a reduction of bridge deficiencies, and (iii) an improvement of safety, (iv) high use Federal recreational uses or Federal economic generators, and (v) the resource and asset management goals of the Secretary of the respective Federal land management agency.	N/A	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority
Not Eligible	New - Risk	Federal Share Transportation Grant Program	To give up to 10 States additional flexibility to determine the Federal share on a project, multiple project, or program basis for projects under any of the following funded under the National Highway Performance Program, the Surface Transportation Block Grant Program, the Highway Safety Improvement Program, the Congestion Mitigation and Air Quality Improvement Program National Highway Freight Program, the Carbon Reduction Program, and the PROTECT grant program.	Department of Transportation (DOT)	N/A	All states are eligible for this program.	Not required	N/A	N/A	10	N/A	TBA	N/A	N/A	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resiliency & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block Grant, Competitive/Discretionary	State
Not Eligible	New	Good Jobs Challenge (American Rescue Plan Act)	To build and strengthen regional workforce training systems and sectoral partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand skills that lead to good paying jobs.	Department of Commerce	Economic Development Administration (EDA)	States, local governments (including cities, township, counties) and tribal governments (e.g. public utilities), federally recognized tribal governments, nonprofits, labor unions, institutions of higher education.	Not required (depends on economic impact and distress)	\$500,000,000	\$75,000,000	50	\$10,000,000	January 26, 2022	EDA is looking to fund within the following phases: System Development, Program Design, and Program Implementation. Applicants are strongly encouraged to work with EDA regarding methods of encouraging outside leveraging of funds. EDA has further determined that due to the pervasive nature of the economic impacts of the coronavirus pandemic, any project that would address those impacts by creating or retaining jobs or increasing the economic diversity or resiliency of a region is eligible for funding. For example, an infrastructure project that creates new jobs in a region is responsive to the requirement that the funds be spent on "economic recovery as a result of coronavirus."	Program is designed to support the needs of an applicant's identified regional workforce system through a single integrated award. EDA will make awards to either the System Lead Entity of a regional workforce system or the Backbone Organization of a sectoral partnership as the lead applicant.	Resiliency & Recovery	Community Resiliency, Workforce Development, Resiliency & Building Capacity	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - Risk	Grants for Energy Efficiency and Renewable Energy Improvements at Public Schools (Fact Sheet)	To make energy efficiency, renewable energy, and alternative funding source upgrades and improvements at public schools.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include local educational entities, nonprofit, for-profit, and community organizations that have the knowledge and capacity to assist with energy improvements. See notes for more information on eligible project types.	TBA	\$500,000,000	TBA	TBA	TBA	Expected mid-quarter 2022	Secretary shall give priority to an eligible entity – (A) that has demonstrated repair and improvement funding needs, (B) that, as determined by the Secretary, serves a high percentage of students, including students in a high school in accordance with paragraph (2), who are eligible for a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1753 et seq.), or (C) the partnering local educational agency of which is designated with a school district locale code of 41, 42, or 43 (indicating rural locations), as determined by the National Center for Education Statistics in consultation with the Bureau of the Census, and (C) that leverages private sector investment through energy-related performance contracting.	Eligible projects include projects that result in a direct reduction in school energy bills, leads to an improvement in water and/or indoor health, including indoor air quality and achieves energy savings, includes the installation of renewable energy technologies, installs alternative funded vehicle infrastructure on school grounds for exclusive use of school buses or the general public, the purchase or lease of alternative fueled vehicles to be used by a school.	Electricity, Transportation, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Electric Vehicles/Charging Equipment, Building Efficiency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Non-Profit
Not Eligible	Existing - Contaminant	Green Spaces, Green Jobs, Green Towns (U.S. Green Foundation)	To help communities develop and implement plans that reduce stormwater runoff, increase the number and size of green spaces in urban areas, improve the health of local streams and the Chesapeake Bay, and enhance quality of life and community livability.	Environmental Protection Agency (EPA)	EPA Region 3, Chesapeake Bay Trust	Funding can be applied anywhere in the Chesapeake Bay watershed portion of EPA Region 3 (excluding New York).	Not required	\$90,000	Implementation \$100,000 Greening urban areas, \$50,000 Planning and design, \$30,000	8	\$81,887	March 2, 2022	Since 2010, the G3 Partnership has awarded 60 grants to Mid-Atlantic communities. These grants have infused over \$4.9 million into green initiatives and resulted in over 300 miles of G3 projects. For additional information and case studies, visit: https://www.epa.gov/g3/g3-grant-fact-sheet	Since 2010, the G3 Partnership has awarded 60 grants to Mid-Atlantic communities. These grants have infused over \$4.9 million into green initiatives and resulted in over 300 miles of G3 projects. For additional information and case studies, visit: https://www.epa.gov/g3/g3-grant-fact-sheet	Buildings, Transportation, Resiliency & Recovery, Electricity	Smart Growth, Renewable Energy, Community Resiliency, Nature-Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non-Profit
Not Eligible	Existing - Contaminant	WAP Scale		Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible project topic areas may vary by year. In 2020, there were five eligible topic areas for projects, which can be viewed here: https://www.grants.gov/web/grants/search-grants.html?keywords=h2	Yes, match required	\$64,000,000	\$9,000,000	21	\$3,047,619	Summer 2021	Prior to applying for funding, consider forming a task force or regional group focused on planning the most promising use cases for hydrogen deployment and with local climate action plans. Previous recipients were predominantly private companies or universities.	2021 funding solicitation has not yet been announced, but you can find the selected recipients from 2020 here: https://www.energy.gov/eere/vehicles/2020/07/06/h2-at-scale-new-markets-for-selection-for-release.pdf	Electricity, Transportation, Industry	Renewable Energy, Energy Storage, Resiliency & Building Capacity, Workforce Development, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible	Existing - Contaminant	Flood Mitigation Grant Program (FMGP)	To reduce vulnerability of communities, promote individual and community safety and resilience, restore resources and recovery funds, results in safer communities.	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Local governments are eligible to apply as sub-applicants to states. Priority applicants must have a FEMA approved mitigation plan.	Typically, 25% match required	Subject to a sliding scale formula based on the estimated total cost of disaster assistance.	N/A	N/A	N/A	Within 12 months of the date of the presidential major disaster declaration.	States with enhanced mitigation plans qualify for up to 25% of the cost assistance needed, not to exceed \$35.3 billion.	Connecting the State Hazard Mitigation Officer (SHMO), or equivalent representative for a respective tribal government (federally recognized) or territory can be helpful in choosing which hazards pose the greatest threat and determining the best strategy for mitigation. For local governments, please contact your State Hazard Mitigation Officer to learn about the applicant's priorities, deadlines, and additional requirements.	Resiliency & Recovery, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Community Resiliency, Electric Grid Upgrades	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal
Not Eligible	Existing - Risk Increase	Superfund Technical Assistance for Communities	EPA's Superfund program is responsible for cleaning up some of the nation's most contaminated lands. To support healthy communities and strengthen environmental protection, EPA works closely with communities to make sure they have the technical help they need. EPA provides additional assistance to communities through a variety of technical assistance resources and tools, listed below.	Environmental Protection Agency (EPA)	Office of Land and Emergency Management (OLEM)	Types of technical assistance include a needs assessment, community education, independent technical advisors, and site decision planning.	Not required	N/A	N/A	N/A	N/A	N/A	N/A	For more information on EPA's H2-Powering America's Land program, see here: https://www.epa.gov/h2-powering-america/land-program	Industry, Resiliency & Recovery, Electricity	Renewable Energy, Energy Storage, Clean Manufacturing & Supply Chain, Biofuels	Planning	Technical Assistance	State, Municipality, Public Agency/Local Authority, Tribal
Not Eligible	New	Healthy Homes and Weatherization Construction Opportunity Program	To support demonstrations in up to 5 communities that are served by both a HUD-funded EHC program and a DOE-funded WAP to demonstrate the potential advantages of the coordination of home intervention services.	Department of Housing & Urban Development (HUD)	Office of Lead Paint Control and Healthy Homes	Applicants must not have any outstanding civil rights matters, have an LHC program with a HUD grant that is active until October 3, 2023 or longer, have two years of experience conducting lead hazard control and healthy homes interventions with HUD grant support, have maintained a minimum of \$10,000 designation for the last two Quarterly Reports in 2019, and have a weatherization program that is a current DOE Weatherization Assistance Program grantee.	Not required	\$5,000,000	\$1,000,000	\$	\$1,000,000	August 17, 2021	N/A	Program funding expires in 2024.	Buildings	Building Weatherization, Building Efficiency Retrofits, Building Efficiency	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority
Eligible Contingent	New - Risk	Healthy Streets Program	To deploy cool and/or porous pavements, and to expand tree cover to mitigate urban heat islands, improve air quality, and reduce the extent of impervious surfaces, storm water runoff and flood risk, and meet impacts to infrastructure and communities.	Department of Transportation (DOT)	TBA	Eligible applicants include states, local governments, and metropolitan planning organizations (MPO), local governments, and nonprofits.	20% match required	\$100,000,000	\$15,000,000	N/A	N/A	TBA	This joint U.S. DOT/FHWA handbook for local governments can guide planners with examples and best practices: https://www.fhwa.dot.gov/infrastructure/sustainable-urban-cooling/	\$100,000,000 in funding is available over five years.	Transportation, Resiliency & Recovery, Buildings	Community Resiliency, Smart Growth, Nature-Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Contaminant	Wash Energy Cost Grants Assistance for High Energy Cost Communities	To assist energy providers and other eligible entities in lowering energy costs for families and individuals in areas with extremely high household energy costs (275% of the national average or higher).	United States Department of Agriculture (USDA)	Rural Development	Eligible areas must demonstrate annual average household energy cost exceeding 275% of the national average under benchmarks. The program finances the acquisition, construction or improvement of facilities serving eligible communities as well as equipment, materials, activities, land, right of way acquisition, professional expenses, engineering, and permitting for electric generation, transmission and distribution facilities. This includes a carve-out for eligible tribal communities.	Not required	\$10,000,000	\$1,000,000	10	\$1,000,000	July 6, 2022	N/A	N/A	Electricity, Buildings	Building Weatherization, Building Efficiency Retrofits, Renewable Energy, Energy Storage	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible Contingent	Existing - Increase	Highway Safety Improvement Program (HSIP)	To reduce traffic fatalities and serious injuries on all public roads, including non-State owned public roads and roads on tribal lands. The program requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Funds are distributed to each state. Funded projects must be consistent with the State's strategic highway safety plan (S-5P). Most eligible activities are infrastructure safety-related. Up to 10% of funding can be used to fund certain non-infrastructure activities and behavioral safety projects, such as educational campaigns about traffic safety and enforcement activities.	10% match required	\$8,111,500,000	N/A	N/A	N/A	N/A	N/A	\$15,557,600,000 are available over 5 years.	Transportation	Public Transit, Smart Growth	Implementation/Construction	Grant - Formula/Block Grant, Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Contaminant	HOME Investment Partnerships Program (HOME)	To provide formula grants to states and localities to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.	Department of Housing & Urban Development (HUD)	N/A	Participating jurisdictions may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homeowners, build or rehabilitate housing for rent or ownership, or for other reasonable and necessary expenses related to the development of non-factory housing.	25% match required	Varies	States receive no less than \$3,000,000	Varies by state	Varies by state	Rolling	States are automatically eligible for HOME funds and receive either their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$500,000 under the formula (\$335,000 in years when Congress appropriates less than \$2.5 billion for HOME) can receive an allocation.	N/A	Buildings	Renewable Energy, Building Weatherization, Building Efficiency Retrofits, Building Efficiency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block Grant, Technical Assistance	State, Municipality, Public Agency/Local Authority, Non-Profit

Federal Funding Opportunities																					
VKB Status		Program Details			Agency		Topic Overview				Funding				Deadline		Filter Criteria				
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Applicants	Average Award (\$/project)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phase of Project	Resource Types	Applicant Types		
Not Eligible	Existing - RIA Increase	Maintenance and Enhancements Endorsements (MEED)	To incentivize owners and operators of hydroelectric facilities for capital improvements related to maintaining and enhancing hydroelectricity generation by improving grid resiliency, improving dam safety, and environmental improvements	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	An eligible hydroelectric facility must be (1) a project licensed by the Federal Energy Regulatory Commission, or constructed, supervised, or maintained pursuant to a permit or relicensing right-of-way granted prior to June 30, 1930, or a license granted pursuant to the Federal Power Act; (2) placed into service before enactment of the bill; and (3) owner with an applicable federal, Tribal, and State requirements (or will be compliant as a result of proposed capital improvements)	10% match required	\$553,600,000	\$5,000,000	TBA	TBA	TBA	N/A	\$553,600,000 in funding available until expended	Electricity	Renewable Energy	Implementation/Construction	Unknown/Other Increase	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal		
	Not Eligible	New - RIA	Methane Reduction Infrastructure	To fund programs to plug, remediate, and reclaim orphaned wells on Federal, State, and Tribal lands	Department of Energy (DOE)	TBA	In general, States and Tribal governments may use funds to (i) plug, remediate, or reclaim orphaned wells; (ii) remediate soil and restore native species habitat degraded by orphaned wells or well facilities/infrastructure; (iii) remediate land adjacent to orphaned wells and decommission or remove well facilities/infrastructure; (iv) provide an on-site public accounting of the cost of plugging, remediation, and reclamation; or (v) identify undocumented orphaned wells. States may use funds to (vi) track methane, other gas, and decommissioned water associated with orphaned wells, and (vii) address disproportionate burdens on disadvantaged communities.	TBA	\$4,425,000,000	\$25,000,000 per state	TBA	TBA	TBA	Various grant types exist within this program. Applicants are encouraged to study guidelines closely.	\$4,425,000,000 in funding available until expended.	Resiliency & Recovery, Industry	Community Resiliency, Retaining & Building Capacity, Clean Manufacturing & Supply Chains	Implementation/Construction	Grant - Formula/Block Grant - Competitive/Discretionary	State, Tribal	
Eligible - Contingent	New	Microgrid and Integrated Microgrid Systems	To promote the development of integrated micro-grid systems for isolated communities and micro grid systems to increase the resilience of critical infrastructure. Focus on micro grid systems owned or operated by local communities, rural electric cooperatives, and critical government.	Department of Energy (DOE)	N/A	Eligible entities include states, Indian Tribes, regional entities and regulators, local units of government, institutions of higher education and private sector entities.	Yes, match required	\$15,000,000	\$500,000	20	\$750,000	New program, deadline unknown	For purposes of this section, the term "integrated micro-grid system" means a micro-grid system that— (A) comprises generation from both conventional and renewable energy resources; and (B) may use grid-scale energy storage.	In carrying out the program, the DOE Secretary shall consider the capacity of the local workforce to manage, maintain, and repair a integrated micro-grid system as well as opportunities to improve that capacity. Funding expires in 2025.	Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Disaster Recovery, Community Resiliency, Workforce Development, Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary Technical Assistance	State, Tribal, Municipality, Public Agency/Local Authority		
Not Eligible	Existing - Constant	Multi-Pollutant Grants (MPSG)	To address important environmental priorities under existing statutes, such as advancing environmental justice and tackling climate change, including development and enforcement of regulations requiring that sources of contamination clean up and remediate affected areas; pre-cleanup and pre-remediation activities such as site assessment and sampling, and public outreach for site-specific work.	Environmental Protection Agency (EPA)	N/A	Eligible recipients are generally state agencies that carry out the federally funded environmental programs. There is a 15% funding carve-out for rural communities.	Not required	\$10,000,000	N/A	N/A	N/A	July 9, 2021	This year, EPA seems to be prioritizing using funds to address per- and polyfluorinated substances (PFAS).	States who submit nominations or program amendments consistent with the multi-purpose grant guidance and approved by their respective EPA Region will receive the full amount for which they are eligible.	Electricity, Transportation, Industry	Renewable Energy, Energy Storage, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Brightfields	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Tribal		
	Not Eligible	New - RIA	National Electric Vehicle Charging Program	To deploy EV charging infrastructure and establish a new Joint Office of Energy and Transportation within USDOT and DOE. Additional funds will be used to build and deploy EV charging infrastructure and establish an interconnected network to facilitate data collection, access, and reliability.	Department of Transportation (DOT) Department of Energy (DOE)	Federal Highway Administration (FHWA) Department of Energy (DOE)	Eligible projects include acquisition and installation of electric vehicle charging infrastructure; (2) proper operation and maintenance of electric vehicle charging infrastructure; and (3) data sharing about electric vehicle charging infrastructure. Projects may include electric vehicle charging infrastructure installed on any public road or in other publicly accessible locations.	10% match required	\$5,000,000,000	Varies by state	TBA	TBA	Expected 4th quarter 2022	N/A	N/A	Transportation	Electric Vehicles/Charging Equipment	Implementation/Construction	Grant - Formula/Block, Technical Assistance	State	
Not Eligible	New - RIA	National Highway Performance Program (NHPP)	To support the condition and performance of the National Highway System (NHS), construction of facilities on the NHS, and progress toward targets established in States' NHS asset management plans. Funds address a wide range of resiliency to sea level rise, extreme weather events, flooding and other natural disasters.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Both FHWA funds may be used for a project on an "eligible facility," that is a project, part of a program of projects, or an eligible activity supporting progress toward national performance goals for improving infrastructure condition, safety, congestion reduction, system reliability, or freight movement on the NHS. Projects must be identified in the Statewide Transportation Improvement Program (STIP)/Transportation Improvement Program (TIP) and be consistent with the Long Range Statewide Transportation Plan and the Metropolitan Transportation Plan(s).	20% match required, 10% match required for interstate projects	\$148,000,000,000	N/A	TBA	TBA	TBA	The bill recently amended NHPP to provide for (1) the understanding of public utility infrastructure carried out in conjunction with a project otherwise eligible under this section; (2) testing improvements on the National Highway System, including protective features described in subsection (i)(2); and (3) the implementation of activities to protect segments of the National Highway System from cybersecurity threats. Applicants are encouraged to speak to these new priorities.	From the State's NHPP apportionments, 2% is to be set aside for State Planning and Research (SPR). A new NHPP pilot program allows up to 10 states each year to determine the federal share on a project, multiple project, or program basis for eligible projects.	Transportation	Community Resiliency, Public Transit, Smart Growth	Implementation/Construction	Grant - Formula/Block	State		
Not Eligible	Existing - Decrease	National Petroleum Reserve Alaska (NPSA) Program	To help mitigate adverse impacts related to oil and gas development within the NPR A.	Dept of the Interior	Alaska Division of Community and Regional Affairs	Municipalities must be in Alaska, within the National Petroleum Reserve, and demonstrate present or foreseeable future impact from oil or gas exploration, production, or transportation activities in the NPR A.	Not announced	\$6,100,000	N/A	15	\$606,667	December 15, 2022 (see our strategy on this date)	Expected number of allocations based upon FY2021 projects recommended for funding. Prior years have funded between 3 and 30 projects.	For information on prior awardees, see here: https://www.congress.gov/news/pressroom/fy2022-nprp-awards-report.pdf	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Renewable Energy, Energy Storage, Building Workforce, Building Efficiency, Resiliency, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality		
Not Eligible	Existing - RIA Increase	Bioprospecting and Science and Technology Projects (NSSTP)	To provide funding for the construction, reconstruction, and rehabilitation of nationally significant projects within, adjacent to, or acrossing Federal and Tribal lands.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	In general, 50% of funds shall be reserved for eligible Federal land and Federal land access transportation facilities. 50% shall be reserved for eligible projects on Tribal transportation facilities (as defined in section 101(a) of the 23 United States Code). At least one eligible project shall be in a unit of the National Park System with not less than \$1 million annual visitors.	50% match required	\$125,215,000	\$62,607,500	3	\$41,788,333	October 14, 2022	This funding is geared towards larger projects. The NSSTP Program provides discretionary funding for projects that have an estimated construction cost of at least \$12.5 million. Construction projects with an estimated cost equal to or exceeding \$50 million receive priority consideration in the selection process.	FHWA has issued 2 awards totaling approximately \$78M in 2020 which are available here: https://highways.dot.gov/federal-lands/programs/significant-projects-2020-awards	Transportation	Community Resiliency, Smart Growth, Public Transit	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal		
Not Eligible	Existing - Increase	Partnership for Economic Development and Resiliency (PEDR)	To support economic diversity, enhanced job training and re-employment opportunities, create jobs in existing or new industries, and attract new sources of investment in communities affected by job losses in coal mining, coal power plant operations, and coal related supply chain industries.	Appalachian Regional Commission (ARC)	N/A	Applicants must be an eligible Appalachian county across the 13 state region (https://www.arc.gov/appalachian-counties-served-by-arc/)	20%-70% match required, depending on economic status of county	\$238,000,000	\$1,500,000	299	\$612,287	April 4, 2022	Partnerships that leverage existing educational programs or industry collaborations are heavily encouraged. Regional consortia and public-private partnerships are valued particularly heavily and also highlights a range of strengths and non-federal leverage. Consider inviting ARC staff to participate in specific roundtables or community events with your regional team to get their input directly as you build momentum for funding success.	In FY2023, letters of intent were due March 5, 2023. Prospective applicants should contact their state offices to understand interim deadlines for future solicitations for a list of FY2023 recipients, visit: https://www.arc.gov/newsroom/2023/03/09/2023-PEDR-Award-Summary-by-State-as-of-October-2023-UPDATED-1-13-2023.pdf	Industry, Resiliency & Recovery	Workforce Development, Retaining & Building Capacity, Community Resiliency, Smart Growth	Implementation/Construction, Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
	Not Eligible	New	Passenger Ferry Grants Program (PFGP)	To support existing passenger ferry service, establish new ferry service, and to repair and modernize ferry boats, terminals, and related facilities and equipment.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Applicants must be designated recipients or eligible direct recipients of Section 5307 funds. Eligible projects are capital projects for the purchase, construction, replacement, or rehabilitation of ferries, terminals, related infrastructure, and related equipment. Projects are required to support a passenger ferry service that serves an unincorporated area and may include services that operate between an unincorporated area and non-unincorporated areas.	Match required	\$36,500,000	N/A	30	\$1,216,667	September 6, 2022	If an applicant does not currently have an active Urbanized Area Formula Program grant with FTA, the applicant is encouraged to contact the FTA Ferry Program manager for assistance with determining if it is eligible to receive funds under the Ferry Program.	N/A	Transportation	Public Transit, Electric Vehicles/Charging Equipment, Smart Growth, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal	
Not Eligible	Existing - Constant	Transportation Planning Grants (TPG)	To conduct comprehensive planning that supports economic development and resiliency, improves multimodal connectivity and accessibility, improves transit access for pedestrian and bicycle traffic, engages the private sector, identifies infrastructure needs, enables mixed use development near transit stations, and addresses climate change, challenges facing environmental justice populations, and racial equity and barriers to opportunity.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	An applicant must be the project sponsor or the lead use planning authority in the project corridor of an eligible transit capital project. Evidence of a partnership between these two types of entities will be required unless the applicant has both regional offices.	10% cost share required	\$13,160,021	N/A	22	\$598,183	July 25, 2022	Competitive projects should be transformative in nature and cover an entire transit capital project corridor, rather than involve planning for individual station areas or only a small section of the corridor.	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning	Grant - Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	Existing - Constant	Economic and Local Technical Assistance (ELTA) Program	To support economic development, foster job creation, and attract private investment in economically distressed areas by creating and implementing regional economic development plans to build capacity and guide prosperity and resilience.	Department of Commerce	Economic Development Administration (EDA)	Requirements vary by the last programs in this opportunity: the planning program and the local assistance program. Note that eligible applicants for Partnership Planning awards are limited to EDA designated District Organizations and Indian Tribes, other entities are not eligible for Partnership Planning awards.	50% required with exceptions for regions of economic distress	\$33,000,000 for planning grants, \$10,000,000 for local technical assistance program	\$300,000	330-450 planning grants, 10-50 local assistance grants	\$70,000 for planning grants, \$100,000 for local assistance grants	Rolling	Under the Planning program, EDA makes Partnership Planning, Short-Term Planning, and State Planning awards to eligible recipients to create and implement regional economic development plans designed to build capacity and guide the economic prosperity and resilience of an area or region. More specifically, EDA makes Partnership Planning investments to designated planning organizations (i.e., District Organizations) serving EDA-designated Economic Development Districts and to Indian Tribes to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS), which articulate and prioritize the strategic economic goals of respective regions. Under the Local Technical Assistance program, EDA makes awards to strengthen the capacity of local or State organizations, institutions of higher education, and other eligible entities to undertake and promote effective economic development programs through projects such as feasibility studies, impact analysis, disaster resiliency plans, and project planning.	N/A	Electricity, Industry, Transportation, Buildings, Resiliency & Recovery, Any or All	Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Building Efficiency Benefits, Electric Vehicles/Charging Equipment, Building Electrification	Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	Existing - RIA Increase	Coastal Infrastructure Development Program (CIDP)	To improve facilities within, or outside of and directly related to operations of or an intermodal transportation, coastal research, inland river ports, and Great Lakes ports.	Department of Transportation (DOT)	Maritime Administration	Eligible applicants include a port authority, a commission or its subdivision or agent under existing authority, a State or political subdivision of a State or local government, a Tribal government, a public agency or public-chartered authority established by one or more States, a user of a port district with a transportation function, a multi-state or multi-jurisdictional group of entities, or a lead entity described above jointly with a private entity or group of private entities.	20% match required	\$191,810,000	\$11,250,000 for small projects, large projects do not have this cap	TBA	TBA	July 25, 2022	In addition to updated program priorities, the applicants should all focus on how their projects would improve the safety, efficiency, and reliability of the movement of goods, support economic vitality, and leverage federal funding.	Additional information and guidance on the Maritime Administration's new priorities of climate change, environmental justice, and racial equity can be found here: https://www.epa.gov/ports-initiative	Transportation, Industry	Electric Vehicles/Charging Equipment, Community Resiliency, Building Efficiency Benefits, Building Workforce, Energy Storage, Renewable Energy, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority		

Federal Funding Opportunities																			
VKB Status		Program Details			Agency		True Eligibility		Funding				Deadline		Filter Criteria				
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocation	Average Award (Estimated)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phases of Project	Resource Types	Applicant Types
Not Eligible	Existing - Constant	Regional Infrastructure Accelerator (RIA) Demonstration Program	To expedite delivery of transportation infrastructure projects at the local and regional level by providing technical resources and funding planning and development activities through the Bureau's loan program and other innovative financing methods, including public-private partnerships.	Department of Transportation (DOT)	Rural America Bureau	Eligible applicants include a state, multi-state or multi-jurisdictional group, municipality, county, a special purpose district or public authority with a transportation function including a port authority, a tribal government, or consortium of tribal governments, MPO, and/or regional transportation planning organization (RTPO), Regional Transportation Commission, or a political subdivision of a State or local government, or combination of two or more of the foregoing.	N/A	\$5,000,000	\$5,000,000	3%	\$1,000,000	April 11, 2023	N/A	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan, Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Public Agency/Local Authority, Tribal
Eligible - Considering	New	Reinforcing Resilient Community Energy Resilience (RACER) Program	To advance solar and solar-plus storage technologies that support resilience of electric power systems and the communities they support.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Applicants may apply as individuals or as program teams/consortia. Projects must focus on at least one of five areas: (1) Photovoltaics (PV), (2) Concentrating Solar Thermal Power (CSP), (3) Systems Integration, (4) Manufacturing and Competitiveness, or (5) Soft Costs. Projects must improve affordability, reliability, and domestic benefit of solar technologies on the electric grid.	20-30% match required	\$25,000,000	\$2,000,000	55	\$1,666,667	May 26, 2022	The application involves two phases: 1) a short Concept Paper due first; 2) a full application due July 25th, about 2 months after the Concept Paper deadline. Details for what to include in each phase can be found in DOE's Funding Opportunity Announcement.	Cost Share Guidance For R&D projects (Topic Areas 1-3): at least 20% of total allowable costs must come from non-federal sources unless otherwise allowed by law. For demonstration and commercial application projects (Topic Areas 4-5), at least half of total allowable costs must come from non-federal sources unless otherwise allowed by law.	Electricity	Energy Storage, Community Resilience, Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible - Considering	New	Solar Research for Equitable Community Solar (SECS)	To recognize community solar projects and programs that employ or develop best practices to increase equitable access to the meaningful benefits of community solar for subscribers and their communities.	Department of Energy (DOE)	Solar Energy and Technologies Office	The Team Lead must be able to receive payments that are equal to or greater than the U.S. in U.S. dollars or develop a team member that can receive prize money; the Team Lead must be a member of the National Community Solar Partnership. Projects must have been engaged and substantiated for at least 6 months prior to nomination in order to be eligible.	N/A	\$100,000	\$10,000	55	\$1,818	October 3, 2023	There are two Innovation Categories: Community Engagement and Impact Consider best practices discussed in Community Solar when designing and planning projects. https://www.energy.gov/eere/solar/community-solar-innovation-competition	For more details on competition eligibility, see here: https://www.energy.gov/eere/solar/community-solar-innovation-competition-eligibility	Electricity	Renewable Energy	Implementation/Construction	Grant - Competitive/Discretionary	Any or All
Not Eligible	Existing - Increase	Rural Development Disaster Assistance	To support single-family housing, multi-family housing, community facilities, and communities facing additional impacts and recovery due to emergencies.	United States Department of Agriculture (USDA)	Rural Development	Varies by subprogram, with carve-outs for eligible tribal communities.	Not required	Varies by subprogram	Varies by subprogram	N/A	N/A	Rolling	N/A	N/A	Resilience & Recovery	Disaster Recovery, Community Resilience	Implementation/Construction	Loan, Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal, Non-Profit, Any or All
Not Eligible	Existing - Constant	Rural Energy for America Program (REAP) Loans, Grants, and Energy Efficiency Conservation Programs (EECP)	To assist agricultural producers and rural small businesses in eligible rural areas for energy audits, renewable energy technical assistance, and renewable energy site assessments.	United States Department of Agriculture (USDA)	Rural Development	Assistance must be provided to agricultural producers and rural small businesses. Rural small businesses must be located in eligible rural areas. This restriction does not apply to agricultural producers. Be sure to review the program guidance for eligible and ineligible use of funds. https://www.aphis.usda.gov/energy/energy-efficiency-conservation-program-energy-audit-renewable-energy-development-assistance	Not required	Unknown	\$100,000	Unknown	\$100,000	January 31, 2023	This is funding that governments and partners can use to accelerate adoption of renewable energy at agricultural and businesses. Rural small businesses must be located in eligible rural areas. However, this restriction does not apply to agricultural producers.	Guaranteed loans are accepted on a continuous application cycle.	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency	Planning, Design/Engineering	Grant - Competitive/Discretionary, Technical Assistance	Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All, State
Not Eligible	New	Rural Energy Storage Program (RES)	To provide loans to rural utilities and other companies who provide energy efficiency loans to qualified consumers to implement durable cost-effective energy efficiency measures.	United States Department of Agriculture (USDA)	Rural Development	RUS makes loans to utilities that provide or propose to provide the retail electric service needs of rural areas, or the power supply needs of distribution networks under the terms of power supply arrangements satisfactory to RUS, or eligible program purposes including energy efficiency, renewable energy, energy storage or energy conservation measures and related services, improvements, financing, or lending. This program also supports eligible tribal communities.	N/A	N/A	Up to 30 years at a 0% interest rate. Up to 5% interest rate for repaying to end users qualified consumers, for up to 10 years.	Applications for this program will be accepted on a first-come, first-served basis until the deadline of available funding.	N/A	Applications open as of May 10, 2022, applications accepted on a first-come, first-served basis until funding is depleted.	The CFA announcement of funding opportunity from December 15, 2020 may be viewed here: https://www.govinfo.gov/procurement/2020-12-15/cfa/2020-27578-01/	N/A	Electricity, Buildings	Building Efficiency, Renewables, Renewable Energy, Energy Storage, Building Weatherization	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - RIA	Rural Surface Transportation Grant Program	To improve and expand the surface transportation infrastructure in rural areas, increasing connectivity, improving safety and reliability of the movement of people and freight, generating regional economic growth, and improving the quality of life.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	This program funds a variety of highway, bridge, and tunnel projects, innovative mobility management systems, transportation demand management systems, and on-demand mobility services.	20% match required, except for projects on low-traffic roads.	\$400,000,000	TBA	TBA	TBA	May 31, 2022	In 2022, the Rural Surface Transportation grant program funding was made available under the combined Notice of Funding Opportunity (NOFO) that allowed applicants to use one application to apply for up to three separate discretionary grant opportunities.	Applications are additionally expected to address the state of good repair of existing highway, bridge, and tunnel facilities, the capacity or connectivity of the surface transportation system and mobility for residents of rural areas, recreational and tourism opportunities, innovative project delivery approaches or incorporate transportation technologies, and coordinated efforts to address broadband infrastructure needs.	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal
Eligible - Considering	New - RIA	Safe Streets and Roads for All (SSRA) Grant Program	To support local efforts to prevent death and serious injury on roads and streets, often referred to as "Vision Zero" plans.	Department of Transportation (DOT)	Office of the Secretary	Eligible projects must develop a comprehensive safety action plan, conduct planning, design, and development activities for projects and strategies identified in a comprehensive safety action plan, carry out projects and strategies identified in a comprehensive safety action plan.	20% match required	\$1,000,000,000	\$50,000,000	300	\$1,333,333	September 15, 2023	50% of funds will be awarded for the development of comprehensive safety action plans.	64,000,000,000 in funding available until expended.	Transportation	Public Transit, Smart Growth, Retailing & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal
Not Eligible	New	Scale-Up of Integrated Bioeconomy and Greenhouse Gas Reductions (SIBGR) Demonstration Project (Scale-Up)	To support high-impact technology R&D to accelerate the bioeconomy and, in particular, the production of low-carbon fuels for the aviation, marine, rail, and long-haul trucking industries, to strengthen current fuel generation (Ethanol E10) corn ethanol production facilities by reducing their overall carbon footprint.	Department of Energy (DOE)	Biorefinery Technologies Office (BTO)	Broad eligibility for groups, governments, individuals, and consortia of the above, including consortiums for foreign entities. BTO is interested in the following Topic Areas: TA.1 The Pilot Scale Up of Integrated Bioeconomy TA.2 Pilot Scale Up of Integrated Bioeconomy TA.3 Demonstration Scale Up of Integrated Bioeconomy TA.4 Gen 3 Corn Ethanol Emission Reduction	20-50% cost share, depending on subtopic	\$59,000,000	\$100,000,000	4-10 total	Varies by subtopic	Concept Paper due July 8, 2022. Application due September 9, 2022.	BETO is focusing on applied R&D to improve the performance and reduce cost of biofuel production technologies and scale up production systems in partnership with industry. BETO is focused on developing and demonstrating technologies that are capable of producing low-carbon, cost-effective biofuels and co-products by 2030, as well as biofuel production pathways that can deliver at least 30% lower lifecycle greenhouse gas emissions than petroleum.	N/A	Industry	Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible - Considering	Existing - Constant	Section 108 Loans	To provide communities a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This is the loan guarantee provision of the CDBG Program allowing communities to leverage portions of their CDBG funds for federally guaranteed loans large enough to pursue physical and economic revitalization projects capable of redeveloping entire neighborhoods. Financing infrastructure with Section 108 loans. Section 108 loans may be used to finance the construction, reconstruction, rehabilitation, renovation, or installation of public facilities including street, sidewalk, and other site improvements that are part of the overall project.	Department of Housing & Urban Development (HUD)	Community Planning and Development	CDBG funds may be used for activities that include, but are not limited to: acquisition of real property, renovation and demolition, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes, public services, within certain limits, activities relating to energy conservation and renewable energy resources, provision of assistance to public-motivated businesses to carry out economic development and job creation/retention activities.	Borrower is required to secure the loan by pledging current and future CDBG allocations to repay and secure the loan.	Current Availability of Section 108 Financing: CDBG Entitlement and State Grants. https://www.hudexchange.info/resources/5597 (current availability of all section 108 financing cdbg entitlement and state grants)	Loan amount can be up to 5% the CDBG annual allocation.	Varies by municipality and state.	Varies by municipality and state.	In parallel to CDBG funding cycle.	Before considering borrowing against your community's CDBG allocation, discuss current state of such funds with your local or state administration of CDBG funding. If already carried out for different purposes, this may not be a viable option. Like CDBG, each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons; prevention or elimination of blight; or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.	For more information on the HUD Section 108 Loan Guarantee program, and typical timelines, see: https://www.hudexchange.info/resources/documents/Section-108-Section-108-Loan-Guarantee-Process-and-Typical-Associated-Timelines.pdf	Resilience & Recovery, Electricity, Transportation, Buildings	Renewable Energy, Energy Storage, Community Resilience, Public Transit, Workforce Development, Retailing & Building Capacity, Nature-Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan	Municipality, State, Public Agency/Local Authority
Not Eligible	Existing - Increase	Section 5307 for Urban and Rural Areas	To make federal resources available to urbanized areas and to govern for transit capital and operating assistance in urbanized areas and for transportation related planning.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Governors, responsible local officials, and publicly owned operators of transit services shall designate a recipient to apply for, receive, and disburse funds for urbanized areas. The governor or governor's designee acts as the designated recipient for urbanized areas between 50,000 and 100,000.	20% match required	\$31,475,000,000	N/A	N/A	N/A	N/A	Note that 50% of this funding is from the American Rescue Plan and may not be recurring in future years.	N/A	Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority
Not Eligible	Existing - Increase	Section 5312 for Rural Areas	To provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations of less than 50,000, where many residents otherwise have public transit to reach their destinations. The program provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible recipients include states and federally recognized Indian Tribes. Subrecipients may include state or local government authorities, nonprofit organizations, and municipal public transportation or mobility bus service.	20% match required	\$1,005,000,000	N/A	N/A	N/A	N/A	Note that \$276 million is from the American Rescue Plan and may not be recurring annually. Program funding expires in 2023.	N/A	Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Tribal

Federal Funding Opportunities																				
VKB Status	Program Details			Agency		Due Diligence		Funding				Deadline				Filter Criteria				
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocation	Average Award (Estimated)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phase of Project	Resource Types	Applicant Types	
Not Eligible	New - N/A	Secure Geologic Storage Permits	To fund the permitting of wells for the geologic sequestration of carbon dioxide and create a grant program for states to establish their own Class VI permitting programs to ensure rigorous and efficient CO2 geologic storage site permitting	Environmental Protection Agency (EPA)	Underground Injection Control	New program, details forthcoming	TBA	\$75,000,000	TBA	TBA	TBA	TBA	N/A	N/A	Industry	Carbon Capture & Storage (CCS)	Planning, Design/Engineering	Grant - Formula/Block	State	
Eligible - Considering	New	Smart Energy and Water Efficiency Pilot Program (SEWP)	To award grants to eligible entities to demonstrate unique, advanced, or innovative technology based solutions that will improve the net energy balance of water, wastewater, and water reuse systems and improve energy, water sustainability.	Department of Energy (DOE)	N/A	Eligible entities include utilities, municipalities, water districts, Indian Tribes or Alaska Native villages, or any authority that provides water, wastewater, or water reuse services.	Not required	\$15,000,000	N/A	TBA	\$5,000,000 to \$1,000,000	New program, deadline unknown	Selection criteria will be based on 1) energy and cost savings, 2) the uniqueness, commercial viability, and reliability of the technology, 3) the degree to which the project integrates innovation, general on various software, analytics, and management tools, 4) anticipated cost effectiveness of savings, 5) replicability, 6) whether the project will be completed in 5 years or less, and other factors.	At this point, no application deadline is provided, but the Secretary must make selections within one year.	Electricity, Industry, Buildings	Renewable Energy, Energy Storage, Building Efficiency Retrofits, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality, Tribal	
Not Eligible	Existing - Continued	Solar Energy Resiliency Program (SERP)	To assemble multi-stakeholder teams that research and share solutions to real world challenges associated with solar energy adoption. The National Renewable Energy Laboratory (NREL) administers the program and, with other expert partners, provides technical assistance and facilitates support to identify local and regional impacts of team projects, formulate and test innovations, and evaluate new ideas. The third round of SERP will focus on efforts to develop barriers to equitable adoption of solar in underserved communities.	Department of Energy (DOE)	Solar Energy and Technologies Office	Not listed	Not required	\$5,500,000	\$200,000	Unknown	\$200,000	June 15, 2023	N/A	Over the course of 15 to 18 months, teams receive direct funding, analytical support from NREL and other expert partners, and facilitates support. Through coordinated engagement of four multi-disciplinary working sectors, teams work together to identify local and regional impacts, formulate and test innovations, and validate new models.	Electricity, Buildings	Renewable Energy, Energy Storage, Resilient & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal	
Eligible - Considering	Existing - Continued	Technical Assistance	To help cities, counties, and regional organizations across the nation overcome barriers that make it faster and easier to deploy solar energy, attract investment, and lower energy costs for families and businesses. DOE is expanding the program to incorporate new solar related technologies and respond to the evolving needs of local governments.	Department of Energy (DOE)	Solar Energy and Technologies Office	Eligible entities include municipalities, counties, and regional organizations in the United States.	Not required	N/A	N/A	N/A	N/A	Rolling	N/A	N/A	Electricity, Buildings	Renewable Energy, Energy Storage, Building Efficiency Retrofits, Resilient & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Technical Assistance	Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Continued	State Economic & Infrastructure Development (SEID) Investment Program	To fund economic development and infrastructure projects throughout designated counties in its 4 state service area of Maine, New Hampshire, New York, and Vermont. Revolving loan funds may be used to fund workforce development and job training.	Northern Border Regional Commission	N/A	Applicants must be in an eligible county across the 4 state region: Maine, New Hampshire, New York, and Vermont.	30-50% match required, depending on entity economic status	\$23,200,000	\$3,000,000 (infrastructure projects), \$50,000 (all other projects)	44	\$327,479	Mandatory LOI: April 22, 2022 Full application: June 8, 2022	To increase competitiveness, align projects with state economic development plans and NBR's Five Year Strategic Plan, listed here: https://www.nbr.gov/enr/strategic-plan	NBR's investment funds originate from the Federal Government but are approved by the Federal Government's NBR representative (Federal Co-Chair) and the Governors of the four states. The NBR partnership is aided by recognized local Development Districts (DDs) as well as technical assistance, provide information on complementary funding opportunities for projects, and ensure compliance with administration of projects that are funded.	Any or All, Electricity, Transportation, Buildings, Industry, Resilient & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resilient, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resilient & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain, Building Electrification, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Revolving Loan Fund	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Existing - N/A Increase	State Energy Program (SEP)	To enhance energy security, advance state-led energy initiatives, and maximize the benefits of decreasing energy waste. SEP emphasizes the state's role as the decision maker and administrator for program activities within the state that are tailored to their unique resources, delivery capacity, and energy goals.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligibility for the award is restricted to states seeking for formula grant financial assistance under SEP. Interested municipalities, local agencies, and non-profits should contact their state energy offices to learn more about how to access funding.	10% match required	\$500,000,000	Varies by state	Varies by state	N/A	Rolling	SEP Program Fact Sheet 2021: https://www.energy.gov/sites/default/files/2021/09/08/SEP-Fact-Sheet_2021.pdf	\$500,000,000 in funding available until expended.	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resilient, Building Electrification, Clean Fuels, Electric Grid Upgrades	Implementation/Construction, Planning, Any or All, Design/Engineering	Grant - Formula/Block, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New - N/A	State Manufacturing Leadership	To facilitate access to high performance computing resources for small and medium manufacturers and provide assistance to small and medium manufacturers to implement smart manufacturing technologies and practices.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible uses include 1) facilitating access to high performance computing resources for small and medium manufacturers, and 2) providing financial assistance to small and medium manufacturers to implement smart manufacturing technologies and practices.	10% match required	\$50,000,000	\$2,000,000	TBA	TBA	Expected 4th quarter 2022	Applications will be scored based on technical merit, innovation, and impact; research approach, workplan, and deliverables; academic and private sector partners; and alternate sources of funding.	\$50,000,000 in funding available until expended.	Industry	Workforce Development, Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State	
Not Eligible	Existing - N/A Increase	State of Good Repair (SGR) Waiver	To provide capital assistance for the maintenance, replacement, and rehabilitation projects of rail and bus systems to help transit agencies maintain assets in a state of good repair.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible recipients are state and local government authorities in USAs with fixed guideway and high intensity motorbus systems in revenue service for at least seven years. State of Good Repair Grants funds are available for capital projects that maintain a fixed guideway or a high intensity motorbus system in a state of good repair.	20% match required	\$21,645,412,832	TBA	TBA	TBA	March 7, 2022	Evaluation criteria include the size of the rail system, the amount of funds available to the applicant, the age and condition of the rail rolling stock that has exceeded or will exceed the useful service life of the rail rolling stock in the 5-year period following the grant, and whether the applicant has identified replacement of the rail vehicles as a priority in the investment prioritization portion of the Transit asset management plan of the recipient pursuant to part 625 of title 49, Code of Federal Regulations (or successor regulations).	This is a formula fund. DOT has a second, \$1.5 billion competitive grant fund. Funding is available during the year of appropriation and the three years following.	Transportation	Public Transit, Smart Growth	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality	
Not Eligible	Existing - Increase	State Economic Development Program (SEDP)	To support and improve regional economic development opportunities by supporting basic public infrastructure, transportation infrastructure, workforce development and business development with an emphasis on entrepreneurship.	Delta Regional Authority	N/A	Applicants must be in one of the 252 counties and parishes across 8 states served by the Delta Regional Authority. To see the regions may, click here: https://dra.gov/about/delta-regions/	10% match required for Business Development Fundline	\$18,945,599	Varies by state	N/A	N/A	June 5, 2022 (DOA), June 15, 2022 (DRA)	All SEDAP projects should support one or more strategic DRA goals: 1) improved workforce competitiveness, 2) strengthened infrastructure, and/or 3) increased community capacity. Competitiveness of applications will also be increased if any local match or leverage is able to be provided, even if not required.	For more information on the program, see here: https://dra.gov/regions/subcommittees/transportation-economic-development/rotp/2022/06/04.pdf	Any or All, Electricity, Transportation, Buildings, Industry, Resilient & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resilient, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resilient & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Statewide Economic Research and Networks (American Research Plan)	To develop interrelated statewide plans for economic development and data, tools, and institutional capacity to evaluate and scale evidence-based economic development efforts, including through communities of practice and provision of technical assistance among existing and new EDA grantees.	Department of Commerce	Economic Development Administration (EDA)	Eligibility is broad for this opportunity.	Yes	\$31,000,000	\$6,000,000	20	\$1,550,000	May 24, 2022	N/A	N/A	Resilient & Recovery	Community Resilient, Workforce Development, Resilient & Building Capacity, Disaster Recovery	Planning	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Eligible - Considering	New - N/A	Strengthening Mobility and Technological Infrastructure (SMART) Grant	To fund planning and prototyping projects that incorporate innovative transportation technologies or uses of data, including coordinated automation, connected vehicles, and intelligent sensor-based infrastructure.	Department of Transportation (DOT)	Office of the Secretary	A SMART grant may be used to carry out a project that demonstrates at least one of the following: (i) coordinated automation, (ii) connected vehicles, (iii) intelligent sensor-based infrastructure, (iv) systems integration, (v) commercial delivery and logistics, (vi) leveraging use of innovative aviation, (vii) smart grids, (viii) smart technology traffic signals.	DOT explicitly notes that Collaborative Applications are an option. Eligible entities may choose to collaborate across different regions or geographies on projects with similar characteristics, addressing similar problems and with similar technologies, potentially sharing common resources such as personnel with industry, non-profit, academic institutions, or community foundations.	\$100,000,000	\$2,000,000	50	\$2,000,000	November 18, 2022	N/A	N/A	Transportation	Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - N/A Increase	Surface Transportation Block Grant Program (STBGP)	The Surface Transportation Block Grant Program (STBGP) is available for the roughly 1,700 miles of federal-aid highways, for bridges on any public road, and for transit capital projects.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	The Surface Transportation Block Grant Program is available for the roughly 1,700 miles of federal-aid highways, for bridges on any public road, and for transit capital projects.	10% match required, 15% match required for innovation projects	\$15,835,000,000	Varies by state	Varies by state	N/A	N/A	N/A	N/A	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State	
Not Eligible	New - N/A	Sustainable Manufacturing Initiative (SMI)	To carry out on-site technical assessments to identify opportunities for (1) maximizing the energy efficiency of industrial processes and cross cutting systems; (2) preventing pollution and minimizing waste; (3) improving efficient use of water in manufacturing processes; and (4) conserving natural resources. Following these assessments, the initiative aims to carry out a joint government-industry partnership program to implement recommendations.	Department of Energy (DOE)	TBA	New program, details forthcoming	TBA	TBA	TBA	TBA	TBA	TBA	N/A	N/A	Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Technical Assistance	Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Continued	State Infrastructure Loans Guarantee Program (SILGP)	To eliminate gaps in commercial financing for energy projects in the United States that utilize innovative technology to reduce, avoid, or sequester greenhouse gas emissions. LPO can help finance catalytic, replicable, and market ready renewable energy and efficient energy technologies with \$4.5 billion of available loan guarantees. LPO can provide first of a kind projects and other high impact, energy related ventures with access to debt capital and flexible financing that private lenders cannot provide.	Department of Energy (DOE)	Loan Program Office	Eligible projects must satisfy all four of the following basic eligibility requirements: innovative technology, Greenhouse Gas Benefits, located in the United States, and Reasonable Prospect of Repayment.	Not required	\$4,500,000,000	Unknown	Unknown	Unknown	Rolling	N/A	N/A	Electricity, Buildings, Industry, Resilient & Recovery	Renewable Energy, Energy Storage, Building Efficiency Retrofits, Community Resilient, Building Electrification, Electric Grid Upgrades	Implementation/Construction	Both, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority	
Not Eligible	New - N/A	Transmission Facilitation Program (TFP)	To facilitate the construction of electric power transmission lines and related facilities, to provide loans to applicants attempting to construct or replace transmission lines, increase the capacity of existing transmission lines, or incorporate isolated grids into a larger transmission, telecommunications, or infrastructure network.	Department of Energy (DOE)	Office of Electricity	Eligible electric power transmission lines must be greater than 1,000 MW for new lines, upgrades to existing lines (or new lines in existing corridors) must be greater than 500 MW. Eligible entities are any entities seeking to carry out an eligible project (see Other Notes).	See details for award criteria and capacity constraints for requirements	\$2,550,000,000	N/A	N/A	N/A	TBA	Eligible projects include: (A) to construct a new or replace an existing eligible electric power transmission line, (B) to increase the transmission capacity of an existing eligible electric power transmission line, or (C) to connect an isolated microgrid to an existing transmission, transportation, or telecommunications infrastructure corridor located in Alaska, Hawaii, or a territory of the United States.	Note that related facilities do not include generation facilities or facilities used to distribute electricity locally.	Electricity, Resilient & Recovery	Community Resilient, Resilient & Building Capacity, Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Revolving Loan, Technical Assistance	State, Tribal, Municipality, Non-Profit, Public Agency/Local Authority	
Not Eligible	Existing - Continued	Transmission Infrastructure Program (TIP)	To leverage federal funds and attract private and other non-federal investment to support the development of critical transmission and related infrastructure to expand and modernize the electric grid.	Department of Energy (DOE)	Western Area Power Administration	Prospective utility scale transmission and/or related projects must have at least one terminus in WAPA's 15 state service territory, demonstrate a reasonable expectation of repayment, facilitate the delivery of clean energy, and an electricity impact system reliability or operations, serve the public interest.	Not required	\$3,250,000,000	Typical TIP loan financing can range from \$40 million to \$1 billion	N/A	Varies by project need	Rolling	While this program is flexible in terms of the applicant, typically energy developers, private investors, and a combination of state and federal agencies partner together to expand transmission opportunities.	Exists will vary based on the complexity of the project. Prospective applicants to review past and present projects here: https://www.wapa.gov/transmission/TIP/pages/projects.aspx	Electricity	Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Both, Technical Assistance	State, Public Agency/Local Authority, Tribal	
Eligible - Considering	Existing - N/A Increase	Transportation Alternatives Program (TAP) Safe Routes to School (SRTS) Act	To support multi-modal transportation systems, including pedestrian and bicycle facilities, projects that increase access to public transportation and enhanced mobility, recreational trail projects, safe routes to school projects, and projects for planning, designing, or constructing bikepaths and other roadways largely in the right-of-way of former divided highways.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Varies by state	Varies by state	Varies by state	Varies by state	Varies by state	N/A	Varies by state	Check if your state offers sub programs within the Transportation Alternatives Program, including the Recreational Trails Program (RTP) and Safe Routes to School Program (SRTS) to see if a more associated subset of funding would be more applicable to your project.	The FAST Act eliminates the MAP-21 Transportation Alternatives Program (TAP) and replaces it with a set aside of Surface Transportation Block Grant (STBG) program funding for Transportation Alternatives (TA). These set aside funds include all projects and activities that were previously eligible under TAP, encompassing a variety of smaller state transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, opportunity improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality	
Evaluating Eligibility	Existing - Continued	Transportation Infrastructure, Economic and Innovation Act (TIEIA) Projects	To provide credit assistance for qualified projects of regional and national significance, filling market gaps and lowering substantial private cost investment through supplemental, subordinate investments in critical improvements to the nation's transportation system.	Department of Transportation (DOT)	Build America Bureau	Eligible applicants include state governments, state infrastructure banks, private firms, special authorities, local governments, and transportation improvement districts. Projects must have a minimum anticipated cost of \$10.50 million (depending on project type) and a dedicated loan repayment source.	Credit assistance limited to 33% of reasonably anticipated eligible project costs	N/A	N/A	N/A	N/A	Rolling	TIEIA intends to facilitate projects with significant public benefits, encourage new revenue streams and private participation, fill capital market gaps for secondary/subordinate capital, and limit federal exposure by relying on market discipline. The grantee intends to be a "feeble" investor willing to take on investor concerns about investment horizon, liquidity, predictability and risk.	Borrower should be (1) a public or publicly sponsored entity, (2) experienced with debt financing, such as prior TIEIA, RHT, or commercial loans, and (3) willing to accept the terms of the standard TIEIA loan agreement template with time to market negotiation. Projects should be (1) shovel ready with all permits and licensing completed, (2) given an investment grade rating from a nationally recognized agency, and (3) access a loan repayment source in the form of a general obligation pledge, dedicated revenue pledge, or government appropriations.	Transportation	Public Transit	Implementation/Construction	Loan	State, Municipality, Public Agency/Local Authority	

Federal Funding Opportunities

VKB Status	Program Details			Agency		Eligibility		Funding				Deadline		Helpful Tips	Other Notes	Sector	Type of Project	Filter Criteria		
	Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (Estimated)	Announced or Anticipated					Phase of Project	Resource Types	Applicant Types
Eligible/Considering	New	Travel, Tourism, and Outdoor Recreation - State Tribal Grants (American Rescue Plan)	To help communities that have been hardest hit by challenges facing the travel, tourism, and outdoor recreation sectors to invest in infrastructure, workforce or other projects to support the recovery of the industry and economic resilience of the community in the future	Department of Commerce	Economic Development Administration (EDA)	Eligibility is broad for this opportunity	Yes	\$140,000,000	\$10,000,000	150	\$1,600,000	February 16, 2022	N/A	N/A	Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
			Not Eligible	Not Eligible	Travel, Tourism, and Outdoor Recreation - State Tribal Grants (American Rescue Plan)	To help states quickly invest in marketing, infrastructure, workforce, and other projects to support safe, vibrant, business and recreational travel	Department of Commerce	Economic Development Administration (EDA)	EDA will send governments, the mayor of DC, and other applicable territory leaders on their designees a formal invitation to apply	Not required	\$510,000,000	N/A	N/A	60 days after receiving invitation	N/A	Not applicable. Contact your state to learn how it will be allocated	Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity, Building Efficiency Benefits	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary
Not Eligible	Existing - Increase	Tribal Energy Loan Guarantee Program (TELGOP)	To provide partial loan guarantees to support economic opportunities to tribes through energy development projects and activities. LPO provides borrowers access to capital, flexible financing, and expert project support to help renovate, advance, and transform America's energy infrastructure	Department of Energy (DOE)	Energy Program Office	Eligible borrowers must be a federally recognized tribe or a tribal energy development organization with majority tribal ownership and control. The project can involve a single site or a distributed portfolio. Projects employing commercial technology are preferred	Not required	\$2,000,000,000	Up to 90% of the unpaid principal and interest due on any loan for energy development	Unknown	Unknown	Rolling	N/A	TELGOP's specialized expertise is in large scale energy projects and loans that exceed \$25 million. For FY22, TELGOP has undergone a series of changes based on feedback from Tribes/communities. See here for more: https://www.energy.gov/eo/energy/eo-improves-access-tribal-energy-projects-updated-solicitation	Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Electric Grid Upgrades	Implementation/Construction	Loan, Technical Assistance	Tribal	
Not Eligible	Existing - No Increase	Tribal High Priority Projects (THPP)	To re-navigate and provide funding for the Tribal High Priority Projects program	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible entities must be federally recognized Tribal governments. Eligible projects must be highest priority, emergency, or disaster related projects	N/A	\$11,356,000	\$1,000,000	N/A	N/A	TBA	N/A	N/A	Transportation, Resiliency & Recovery	Disaster Recovery, Public Transit, Community Resiliency, Smart Growth	Implementation/Construction	Grant - Competitive/Discretionary	Tribal	
Not Eligible	Existing - Increase	Tribal Transit Project (TTP) - Competitive	To provide funding to federally recognized Indian tribes to provide public transportation services on and around Indian reservations or tribal lands in rural areas	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Only federally recognized Indian tribal governments are eligible to apply for TTP. However, tribes which are not federally recognized remain eligible to apply to the state as a subrecipient for funding under the State's transportation program	10% match required. Typically, except for FY22 with no cash share required	\$8,752,896	\$75,000 as an planning grant award	60	\$143,880	May 25, 2022	The FY21 NOFD may be viewed here: https://www.federalregister.gov/documents/2021/05/27/2021-11197/fy-2021-competitive-funding-opportunity-public-transportation-on-indian-reservations-program-tribal	In FY 2020, the program received applications for 30 eligible projects requesting a total of \$9.4 million. Twenty-five projects were funded at a total of \$3.7 million.	Transportation	Public Transit	Implementation/Construction	Grant - Competitive/Discretionary	Tribal	
Not Eligible	Existing - Constant	Tribal Transit Project (TTP) - Formula	To provide funding to federally recognized Indian tribes to provide public transportation services on and around Indian reservations or tribal lands in rural areas	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Only federally recognized Indian tribal governments are eligible to apply for TTP. However, tribes which are not federally recognized remain eligible to apply to the state as a subrecipient for funding under the State's transportation program	Not required	\$31,823,943	N/A	175	\$286,587	N/A	N/A	N/A	Transportation	Public Transit	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	Tribal	
Eligible/Considering	Existing - Increase	Technical Community Forestry (TCF) - Discretion	To provide technical, financial, research and educational services to communities to enhance, restore, and enhance urban forests	United States Department of Agriculture (USDA)	United States Forest Service	Eligible applicants include non-profit, educational institutions of higher learning, local governments, municipalities, tribal organizations, and state organizations representing multi-state or national proposals	50% match required	\$1,000,000	\$500,000	5	\$200,000	April 8, 2022	Each year, grant categories vary. All grant categories align with one or more of the goals in the National Ten Year Urban and Community Forestry Action Plan (2016-2026). See this resource here: https://urbanforestry.org/wp-content/uploads/2021/07/USDA-Agriculture-Community-21-17-US-APF	Applicants should consider multi-year projects and other sources of funds, which may include other federal cooperative conservation sources. While other federal dollars or technical support may contribute to the project, they may not be used to match these federal grant program dollars	Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity, Nature Based Solutions	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Excluding Eligibility	Existing - Constant	Volvo Trucks Clean Energy (VCE) - Discretion	To support cleaner and/or electric vehicles (trucks, buses, light duty vehicles, etc.) and charging infrastructure that reduce NOx emissions consistent with each state's federal Clean Air Act plan. This funding comes from EPA's 2016 settlement for \$14.7 billion with Volvo Trucks, a portion of which is allocated directly to states to distribute	Environmental Protection Agency (EPA)	Office of Enforcement	Varies by state	N/A	Varies by state, but total allocations must amount to \$2,900,000,000	Up to 100% of a project for governmental entities	Varies by state	Varies by state	Varies by state	Interested applicants should check with their state to understand the phases and schedules of implementation. Each state is at a different point of implementation compared with their beneficiary eligibility plans	The percentage of each project that can be funded through the Trust are categorized into two different categories: government owned and non-government owned. Governments can fund up to 100% of a project through the trust, whereas non-government entities can fund up to 75% of a project, depending on the category and type of engine replacement (diesel, alternative fuel, etc.). A "government" is defined in the Settlement as "a state or local government agency (including a school district, municipality, city, county, special district, transit district, joint powers authority, or port authority) and a tribal government or native village"	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Weatherization Assistance Program (WAP) - Discretion	To provide assistance to states, regional organizations, and electric utilities to facilitate the development of state, regional, and local energy efficiency programs (1) conducting a resource assessment and analysis of future demand and distribution requirements; (2) developing open source tools for State, regional, and local planning and operations	Department of Energy (DOE)	N/A	Eligible entities include states, regional reliability entities, and other distributed on asset owners and operators	Not required	\$175,000,000	N/A	N/A	N/A	New program, details unknown	This assistance is by request of the Secretary of Energy. Communities and eligible entities should consult with senior federal leadership, Congressional delegations, and/or their governor to make the case and generate support for such a request	\$175 million annually for FY 21-25 is authorized to be appropriated for this and 4 other sections. Program expires 2025	Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Electric Grid Upgrades	Planning	Technical Assistance	State, Public Agency/Local Authority	
			Not Eligible	New - EPA	Wastewater Efficiency Grant Pilot Program	To assist 15 publicly owned treatment works (POTW) to create or improve waste to energy systems	Environmental Protection Agency (EPA)	TBA	Eligible applicants include owners or operators of POTW. Grant awards can include sludge collection systems, anaerobic digesters, methane capture or transfer, and other emerging technologies that transform waste to energy	TBA	\$20,000,000	\$4,000,000	N/A	N/A	TBA	N/A	\$100,000,000 are available for FY2022 through FY2026	Electricity	Renewable Energy	Planning/Implementation/Construction, Design/Engineering, Any or All
Not Eligible	Existing - Increase	Water-Smart Water and Energy Efficiency Grants	To support projects that conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risks in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply variability in the western United States	Department of Interior (DOI)	Bureau of Reclamation	An eligible applicant is a state, Indian tribe, irrigation district, water district, or other organization with water or power delivery authority. Recipients must also be located in the Western US or Territories, specifically: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands	50% required	\$42,000,000	\$5,000,000	35	\$1,200,000	July 28, 2022	Applicants proposing hydropower development may wish to contact the Program Coordinator listed in Section G, Agency Contacts, prior to the application deadline to discuss the requirements listed above	This program was formerly known as USBR's Challenge Grants program	Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Community Resiliency	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Competitive/Discretionary	State, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Increase	Weatherization Assistance Program (WAP) - Discretion	To reduce energy costs for low-income households by increasing the energy efficiency of the homes while ensuring the resident's health and safety. It is the nation's single largest residential whole house energy efficiency program. The weatherization program provides funding through FY 2025 and expands to include renewable energy services and technology as a part of eligible technologies. Also includes a separate competitive grant for WAP innovation and enhancement programs (capped at \$2M per award)	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	WAP provides core program funding to all 50 states, the District of Columbia, Native American Tribes, and the four U.S. territories—American Samoa, Guam, Northern Mariana Islands, and Puerto Rico, and the Virgin Islands—through formula grants	N/A	\$350,000,000	N/A for formula funding, \$2 million for WAP innovation and enhancement funds	N/A	N/A	July 1, 2022	N/A	Of note, the Administration's FY22 Proposed Budget for WAP includes \$400M in formula grants and training to support the completion of "50,000 low-income residential energy retrofits," down payment on the American Jobs Plan goal to retrofit 2 million homes, and acceleration of a new Weatherization Roadmap Fund (\$23M) to enhance the pipeline of low-income homes in need of structural repairs to be ready for traditional energy retrofit servicing. Program expires in 2025.	Buildings, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits, Workforce Development	Implementation/Construction	Grant - Formula/Block Grant - Competitive/Discretionary	State, Tribal, Municipality, Non Profit	
Not Eligible	New	Weatherization Assistance Program (WAP) - Discretion	To support "community scale" initiatives on weatherization improvement of low-income housing. Projects can focus on 1) a cluster of single-family houses in a neighborhood or community; 2) two or more small multi-family buildings; or 3) a large multi-family building	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include WAP grantees or subgrantees	N/A	\$1,500,000	N/A	N/A	N/A	March 1, 2022	Demonstrate replicable project design that can be used by the larger WAP	N/A	Buildings, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits	Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal, Municipality	
Not Eligible	Existing - Increase	Weatherization Assistance Program (WAP) - Discretion	To scale up residential weatherization efforts in DOE WAP eligible buildings. To support demonstration projects that have the potential to be scaled nationally, enhance the benefits realized by underserved communities, and ensure an equitable transition to a clean energy economy	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include WAP grantees, subgrantees, and other nonprofit entities	N/A	\$18,600,000	\$2,000,000	18	\$5,182,500	February 3, 2022 (Concept paper), March 28, 2022 (Full application)	While no matching funds are required, more competitive proposals will leverage a range of federal or non-federal funding, financial contributions, volunteer labor, in-kind donations, and other resources provided by partner organizations. The extent to which such applicant will utilize partnerships with existing WAP grantees, subgrantees, and regional coordination is listed as one of the selection factors. Municipal governments are welcome to coordinate with any of the prime applicants and develop an application as a sub-applicant role	A maximum of 15% of the E&R award may be used for planning, management, and administration	Buildings, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits, Workforce Development, Retaining & Building Capacity, Building Efficiency Benefits	Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal, Municipality, Non Profit	
Not Eligible	Existing - Constant	Workforce Opportunities for Rural Communities (WORC)	To demonstrate the alignment of regionally driven, comprehensive approaches to addressing economic distress and the necessary workforce development activities to ensure displaced and other workers in the regions are capable of succeeding in current and future job opportunities. This program focuses on serving communities in the Appalachian and Delta regions	Department of Labor (DOL)	Appalachian Regional Commission (ARC) Delta Regional Authority (DRA)	Eligible individuals served under this grant include displaced workers, new entrants in the workforce, and incumbent workers. Applicants are encouraged to incorporate strategies that achieve economic opportunity and address historical inequities	Not required	\$29,200,000	\$1,500,000	30	\$973,333	July 25, 2021	Partnerships that leverage existing educational programs or industry collaborations are heavily encouraged. Regional consortia and public-private partnerships are viewed particularly favorably and also highlight a range of strengths and non-federal leverage. Consider inviting DOL staff to participate in specific roundtables or community events with your regional team to get their input directly as you build momentum for funding support	ARC and DRA will provide technical assistance to prospective applicants in their proposals, as well as assistance and support to grantees throughout the life of the program	Electricity, Industry, Transportation	Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Building Efficiency Benefits, Electric Vehicles/Charging Equipment	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Encouraged Existing Place-Based Generation	To invest in innovative research, development, and demonstration (R&D&D) projects that accelerate the large-scale development and deployment of renewable energy to support an equitable transition to a decarbonized electricity system by 2035 and help communities economically by 2050	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include 1) individuals; 2) domestic for-profit entities; educational institutions; nonprofits; 3) state, local, and tribal governments; 4) foreign entities	20% match required	\$10,000,000	\$5,000,000	3-5	\$2,500,000	August 1, 2022	N/A	N/A	Electricity, Industry, Buildings, Resiliency & Recovery	Renewable Energy, Energy Storage, Community Resiliency	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Existing - Constant	Airport Improvement Program (AIP) - Discretionary Grants	To support public agencies and private owners and entities for the planning and development of public use airports that are included in the National Plan of Integrated Airport Systems (NPIAS)	Department of Transportation (DOT)	Federal Aviation Administration (FAA)	Eligible projects include preserving existing airport infrastructure in a safe and functional operational condition, bringing airport facilities into conformity with current federal safety standards, constructing, modifying or expanding facilities as necessary to meet demonstrated aeronautical demand, enhancing environmental sustainability, and providing a balanced system of airports to meet the roles and functions necessary to support civil aeronautical demand	5%-30% match required, depending on airport size and type of project	\$1,500,000,000	\$50,000,000	400	\$4,000,000	June 30, 2022 (Rolling)	Think for larger projects, as eligible projects must involve more than \$25,000 in AIP funds. If you have an eligible project, contact the program to discuss how to move forward	N/A	Transportation	Public Transit, Building Efficiency Benefits, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	

Federal Funding Opportunities																			
VWB Status	Program Details			Agency		Due Diligence		Funding				Deadline		Helpful Tips	Other Notes	Sector	Type of Project	Filter Criteria	
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Absorption	Average Award (\$ thousands)	Announced or Anticipated	Phases of Project					Resource Types	Applicant Types
Not Eligible	New - RA	Clean Heavy Duty Vehicles	To support the adoption and deployment of zero emission Class 3 or Class 7 heavy duty vehicles	Environmental Protection Agency (EPA)	TBA	Grants and rebates are provided to cover up to 100% of costs for 1) replacing non zero emission vehicles with zero emission vehicles, 2) purchasing, installing, operating, and maintaining required infrastructure, 3) workforce development and training, and 4) planning and technical activities	TBA	\$1,000,000,000	N/A	N/A	N/A	No later than Spring 2023	Potential applicants can prepare for this funding now by conducting an assessment of municipal fleets and develop a phased replacement plan for different vehicle types depending on their retirement schedule, available funding opportunities, etc.	\$600,000,000 is available until September 30, 2031. Additional \$400,000,000 is reserved for nonattainment areas	Transportation	Electric Vehicles/Charging Equipment, Workforce Development, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
	Not Eligible	New - RA	Grants to Reduce Air Pollution at Ports	To support the purchase and installation of zero emission equipment and technology at ports, and the development of port climate action plans, with a focus on ports in nonattainment areas	Environmental Protection Agency (EPA)	TBA	Eligible activities include 1) purchasing or installing zero emission port equipment or technology for use at or in port operating areas, and/or more ports, 2) conducting any relevant planning or permitting in connection with the purchase or installation of such zero emission port equipment or technology, and 3) developing qualified climate action plans	TBA	\$1,000,000,000	N/A	N/A	N/A	TBA	N/A	\$2,250,000,000 is available until September 30, 2027. Additional \$750,000,000 is available for nonattainment areas	Transportation	Electric Vehicles/Charging Equipment, Community Resiliency, Retaining & Building Capacity, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary
Eligible - Considering	New - RA	Greenhouse Gas Reduction Fund	To assist communities in accelerating the deployment of low-carbon technologies and reducing or avoiding greenhouse gas emissions and other forms of air pollution	Environmental Protection Agency (EPA)	TBA	Funding is designed to provide financing and technical assistance for clean energy and energy efficiency projects. Funding is available to states, municipalities, tribes, nonprofits, and other institutions	TBA	\$26,145,000,000	N/A	N/A	N/A	No later than Spring 2023	This is largely considered to be a funding source for seeding green bank type structures and investment partnerships. More guidance is forthcoming	\$7,000,000,000 for zero emission technology deployment, including rooftop and community solar, in low-income and disadvantaged communities, \$11,910,000,000 available for broad investments in reducing greenhouse gas emissions and promoting environmental justice, \$8,000,000,000 exclusively allocated to low-income and disadvantaged communities	Electricity, Industry, Transportation, Buildings, Resiliency & Recovery, Any or All	Any or All: Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain, Electric Grid Upgrades, Building Electrification, Brightfields, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Revolving Loan Fund	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
	Eligible - Considering	New - RA	Climate Pollution Reduction Grants (Climate Pollution Plans and Implementation Grants)	To support a technology-neutral approach to planning and implementation of greenhouse gas pollution reduction strategies	TBA	TBA	Funding is available for states, territories, DC, tribes, and municipalities to develop and implement greenhouse gas emissions reduction plans	TBA	\$5,000,000,000	N/A	N/A	N/A	No later than Summer 2023	Municipal departments/agencies are encouraged to work together to develop comprehensive emissions reduction plans. Consider leveraging private investment to expand efforts	\$250,000,000 is for planning activities and \$4,750,000,000 is for implementation grants	Buildings, Transportation, Resiliency & Recovery, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Building Electrification, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary
Not Eligible	New - RA	Environmental and Climate Justice Block Grants	To invest in community-led projects in disadvantaged communities and communities facing building barriers to address disproportionate environmental and public health harms related to pollution and climate change	Environmental Protection Agency (EPA)	TBA	Eligible activities include: 1) community-led air and other pollutant monitoring, prevention, and remediation, and investments in low- and zero-emission and resilient technologies and related infrastructure and workforce development, 2) mitigating climate and health risks from urban heat islands, extreme heat, wild weather emissions, and wildfire events, 3) climate resiliency and adaptation, 4) reducing indoor (ex) and outdoor air pollution, or 5) facilitating engagement of disadvantaged communities in state and federal advisory groups, workshops, summings, and other public processes	TBA	\$3,000,000,000	N/A	N/A	N/A	TBA	N/A	\$2,800,000,000 is available until September 30, 2026. Additional \$200,000,000 is available for technical assistance	Buildings, Transportation, Resiliency & Recovery, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Building Electrification, Brightfields, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	Municipality, Non Profit, Public Agency/Local Authority, Tribal
	Not Eligible	New - RA	Neighborhood Access and Equity Grant Program	To support neighborhood equity, safety, and affordable transportation across with transformative grants to support communities develop or revitalize infrastructure barriers, mitigate negative impacts of transportation facilities or construction projects on disadvantaged or underserved communities, and support equitable transportation planning and community engagement activities	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants include states, local governments, territories, and metropolitan planning organizations (MPOs). Tribal governments and nonprofits	30% match required, except for projects in disadvantaged or underserved communities	\$3,250,000,000	N/A	N/A	N/A	TBA	Consider both projects that remove existing barriers and introduce new access opportunities. This may include relocating or redefining a major road or highway as well as making it easier for riders to access transit	\$1,850,000,000 is available until September 30, 2026. Additional \$2,740,000,000 is available for economically disadvantaged communities. \$50,000,000 is available for technical assistance	Transportation, Resiliency & Recovery	Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance
Not Eligible	New - RA	Low Carbon Transportation Materials Grants	To reimburse or provide incentives for the use of construction materials and products that have substantially lower levels of embodied greenhouse gas emissions	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Reimbursement or incentive are only available for a project on a federal or highway, a tribal transportation facility, a federal lands transportation facility, or a federal lands access transportation facility	Not required	\$2,000,000,000	N/A	N/A	N/A	TBA	N/A	\$2,000,000,000 is available until September 2026	Transportation, Industry	Clean Manufacturing & Supply Chain, Retaining & Building Capacity	Implementation/Construction	Grant - Competitive/Discretionary	State, Public Agency/Local Authority, Tribal
	Not Eligible	New - RA	FEMA Building Materials Program	To provide incentives for low carbon and net zero energy projects or the adoption of low carbon materials in hazard mitigation activities	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Funding can be used for pre-disaster hazard mitigation measures and post-disaster activities such as repairing, restoring, reconstructing, or replacing damaged facilities	25% match required	N/A	N/A	N/A	N/A	TBA	N/A	N/A	Buildings	Building Weatherization, Building Efficiency Retrofits, Disaster Recovery	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary
Not Eligible	New - RA	USDA Assistance for Rural Electric Cooperatives	To provide loans and other financial assistance for electric cooperatives to achieve emissions reductions through the purchase or deployment of renewable energy, or to make energy efficiency improvements to existing electric generation facilities which systems	Department of Agriculture (USDA)	TBA	Eligible recipients include electric cooperatives, particularly those serving predominantly rural areas, and its subsidiaries	TBA	\$8,100,000,000	\$9,700,000	N/A	N/A	TBA	N/A	Grant shall not exceed 25% of total project costs. Funding is available until 2031	Electricity	Renewable Energy, Energy Storage, Building Efficiency Retrofits	Implementation/Construction, Design/Engineering	Grant - Competitive/Discretionary, Loan	Municipality, Public Agency/Local Authority, Non Profit
	Not Eligible	New - RA	State and Private Forestry (Conservation Programs)	To provide competitive grants to eligible entities for tree planting and related activities	Department of Agriculture (USDA)	TBA	Eligible recipients include state agencies, local governmental entities, tribal governmental entities, and nonprofits	TBA	\$1,500,000,000	N/A	N/A	N/A	TBA	N/A	N/A	Resiliency & Recovery	Community Resiliency, Nature Based Solutions	Any or All	Grant - Competitive/Discretionary
Not Eligible	New - RA	Improving Energy Efficiency or Water Efficiency or Climate Resilience of Affordable Housing	To provide grants and direct loans to fund projects that improve energy or water efficiency, enhance indoor air quality, or sustainability, implement the use of zero emission electricity generation, low-emission building materials or processes, energy storage, or building electrification strategies, or address climate resilience of an eligible property	Department of Housing & Urban Development (HUD)	TBA	Eligible recipients generally include owners or sponsors of federally assisted housing properties, and requirements may be waived by the Secretary	Not required	\$837,500,000 in loans, loan modifications, and grants	N/A	N/A	N/A	TBA	Direct loans may be converted to grants for recipients who agree to extended periods of affordability for their properties	N/A	Buildings, Resiliency & Recovery	Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency	Implementation/Construction	Grant - Competitive/Discretionary, Loan	Non Profit, Public Agency/Local Authority
	Not Eligible	New - RA	Alternative Fuel and Low Emission Aviation Technology Program	To provide competitive grants for eligible entities to carry out projects that produce, transport, store, or store sustainable aviation fuel, or develop, demonstrate, or apply low emission aviation technologies	Department of Transportation (DOT)	TBA	Eligible recipients include state or local governments, air carriers, airport sponsors, institutions of higher education or research, entities involved with sustainable aviation fuels or low-emission aviation technologies, and non-profits with experience in sustainable aviation fuels or low emission aviation technologies	25% match [20% match if recipient is a small business or non-profit airport]	\$285,000,000	N/A	N/A	N/A	TBA	Funding considerations include: The proposal's ability to increase domestic production of sustainable aviation fuels or low emission aviation technologies, the proposal's ability to decrease overall GHG emissions in the aviation sector, capacity to create new jobs and supply chain partnerships, the potential GHG emissions from sustainable aviation fuels projects, and the potential benefits of ensuring the diverse feedback history for sustainable aviation fuels	Funding breakdown includes: 1. \$245,500,000 for projects relating to the production, transportation, blending, or storage of sustainable aviation fuel 2. \$48,530,000 for projects relating to low emission aviation technologies 3. \$91,000,000 to fund the award of grants under this section, and oversight of the program	Transportation, Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Any or All	Grant - Competitive/Discretionary
Not Eligible	New - RA	High Efficiency Electric Home Rebate Program (State Energy Program)	To help State Energy Offices develop and implement programs in which eligible, income-qualified electric utility projects will be rebated at the point of sale	Department of Energy (DOE)	TBA	Purchases eligible for rebates include heat pumps, heat pump water heaters, heat pump dryers, electric storage water heaters, electric load service center upgrades, insulation, air sealing, ventilation, and electric wiring	TBA	\$4,500,000,000 through FY23	\$14,000 per rebate recipient	N/A	N/A	TBA	Local governments should work with State Energy Offices to ensure rebate funds are seamlessly disbursed and able to be blended with existing non-federal incentive programs	This program cannot be combined with other federal rebate programs	Buildings	Building Weatherization, Building Efficiency Retrofits, Building Electrification	Implementation/Construction	Grant - Formula/Block, Unknown/Other Initiative	State
	Not Eligible	New - RA	Home Energy Performance Based Whole House Rebates (State Energy Program)	To help State Energy Offices develop and implement HOMES programs relating homeowners and aggregators undertaking whole-house, energy saving results	Department of Energy (DOE)	TBA	This program is available to homeowners and aggregators. Restrictions apply based on the recipient's income and realized efficiency	TBA	\$4,300,000,000 through FY23	Yes	N/A	N/A	TBA	Local governments should work with State Energy Offices to ensure rebate funds are seamlessly disbursed and able to be blended with existing non-federal incentive programs. This program is administered via Home Owner Managing Savings (HOMES) programs, which fall under State Energy Programs	This program cannot be combined with other federal rebate programs. This program is administered via Home Owner Managing Savings (HOMES) programs, which fall under State Energy Programs	Buildings	Building Weatherization, Building Efficiency Retrofits	Implementation/Construction	Grant - Formula/Block, Unknown/Other Initiative
Evolving Eligibility	New - RA	State Based Home Energy Efficiency Contractor Training Grants (State Energy Program)	To reduce the cost of training contractors, provide testing and certification of contractors trained under State programs, and partner with non-profit organizations to develop and implement State programs	Department of Energy (DOE)	TBA	Eligible recipients include contractors involved in the installation of home energy efficiency and electrification improvements	TBA	\$100,000,000 through FY23	TBA	TBA	TBA	TBA	N/A	N/A	Buildings	Workforce Development, Retaining & Building Capacity	Planning, Implementation/Construction	Grant - Formula/Block	State
	Not Eligible	New - RA	Assistance for Latest and Zero Building Energy Code Adoption	To facilitate residential building codes that meet/exceed the 2021 International Energy Conservation Code and commercial building codes that meet/exceed ANSI/ASHRAE/IES standard 90.1-2019 ("Latest Building Energy Codes"), to facilitate building codes that meet/exceed the zero energy provisions in the 2021 International Energy Conservation Code, or equivalent ("Zero Energy Codes")	Department of Energy (DOE)	TBA	Eligible recipients include States and units of local government with the authority to adopt building codes	Not required	\$1,000,000,000 through FY29 (\$330,000,000 for Latest Building Energy Codes, \$670,000,000 for Zero Energy Codes)	N/A	N/A	N/A	TBA	N/A	N/A	Buildings	Building Weatherization, Building Efficiency Retrofits, Retaining & Building Capacity, Building Electrification	Planning, Implementation/Construction	Grant - Competitive/Discretionary
Not Eligible	Existing - RA Increase	Advanced Technology Vehicle Manufacturing	To provide direct loans to re-equip, expand, or establish US facilities engaged in the production and/or engineering integration of low or zero-emission vehicles	Department of Energy (DOE)	TBA	Eligible recipients include US automobile manufacturers and component suppliers with projects that are financially viable without federal funds	Not required	\$3,000,000,000 through FY28	80% of project costs	N/A	N/A	TBA	N/A	This program reauthorizes the Advanced Technology Vehicle Manufacturing Incentive Program, originally established by the Energy Independence and Security Act of 2007 (42 U.S.C. 170336(g))	Transportation, Industry	Clean Manufacturing & Supply Chain	Implementation/Construction	Loan	Public Agency/Local Authority
	Not Eligible	Existing - RA Increase	Domestic Manufacturing Conversion Grants	To provide grants for domestic production of efficient hybrid, plug-in electric hybrid, plug-in electric drive, and hydrogen fuel cell electric vehicles	Department of Energy (DOE)	TBA	Eligible recipients must be US automobile manufacturers	50% match required	\$2,000,000,000 through FY23	N/A	N/A	N/A	TBA	N/A	This program was originally established by the Energy Policy Act of 2005 (42 U.S.C. 16052)	Transportation, Industry	Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary
Not Eligible	New - RA	Energy Infrastructure Reinvestment Program	To provide loans to retrofit, repurpose, or replace electric or fossil fuel energy infrastructure that has ceased operations, or to enable operating infrastructure to avoid, reduce, utilize or sequester air pollutants or greenhouse gas emissions	Department of Energy (DOE)	TBA	Applies to electric transmission or generation facilities, heat rate facilities, and facilities that use petroleum fuels or petrochemical feedstocks	Not required	\$5,000,000,000 through FY2026	N/A	N/A	N/A	TBA	Learn more about how your community or utility could consider leveraging this program here: https://mil.org/important-clean-energy-policy-youve-never-heard-about/	This financing was allocated by amending Title XVII of the Energy Policy Act of 2005 by inserting the section "Energy Infrastructure Reinvestment Financing" after section 1705 (42 U.S.C. 16154)	Electricity	Renewable Energy, Energy Storage, Community Resiliency, Brightfields	Implementation/Construction	Loan	Public Agency/Local Authority, Non Profit, Municipality, Tribal
	Not Eligible	New - RA	Transmission Facility Financing	Direct loans to non-federal borrowers for the construction or modification of electric transmission facilities	Department of Energy (DOE)	TBA	Eligible non-federally owned transmission facilities must be designated to be necessary in the national interest by the Secretary of the DOE according to the transmission studies conducted every 8 years under Section 216(a) of the Federal Power Act of 2005 consistent with affected States and Tribes	Minimum 20% match required	\$1,000,000,000 through FY2030	N/A	N/A	N/A	TBA	N/A	Transmission facilities determined necessary in the national interest are set by the criteria listed in section 216(a) of the Federal Power Act	Electricity	Retaining & Building Capacity, Renewable Energy, Electric Grid Upgrades	Implementation/Construction	Loan

Federal Funding Opportunities																			
VMB STATUS	Program Details			Agency		Eligibility				Deadline		Filter Criteria							
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (\$100k est)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phase of Project	Resource Types	Applicant Types
Not Eligible	New - IRA	Grants to Facilitate the Signing of Innovative Electricity Transmission Lines	Grants made to transmission siting authorities can cover siting impact analyses, examination of alternate siting corridors, participation in regulatory proceedings in another jurisdiction, actions that may shorten the approval or permitting process, or economic development activities for communities affected by the siting of the project	Department of Energy (DOE)	T&E	"Siting Authority" refers to State, local, or tribal entities with authority to make a final decision regarding siting, permitting, or regulatory status of a covered project. Covered transmission projects include high voltage interstate or all-shore electricity transmission lines, that operate at a minimum of (interstate) 275 kilovolts (AC or DC) or (offshore) 200 kilovolts (AC or DC)	50% match required for specific activities	\$750,000,000 through FY2029	N/A	N/A	N/A	N/A	Final decisions on the siting or permitting of the covered transmission project must be made not later than 2 years after the date on which the grant is provided. Economic development funds may only be released after the approval or commencement of construction of the covered transmission project	N/A	Electricity	Reliability & Building Capacity, Renewable Energy, Electric Grid Upgrades	Planning/Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Tribal
Not Eligible	New - IRA	Advancing Equity Through Partnerships	To support the development of workforce programs and partnerships that will facilitate the continued deployment of solar energy technologies, while supporting an inclusive workforce with opportunities for career advancement, including through union memberships	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligibility for this program is unrestricted. Projects should primarily relate to solar deployment and related careers for installation, system design, operations and maintenance (O&M), electrical work, project management, sales, and business operations	Not required	\$10,000,000	\$1,500,000	16	\$625,000	Concept Papers due September 10, 2022; Full Applications due December 6, 2022	Proposals focused on solar manufacturing and other equipment will be considered, but are not expected to be the primary area of focus for the funding program. Applicants should use the Concept Papers part of the application process to develop their initial proposal and get feedback from DOE	SETO strongly encourages teaming among multiple stakeholders across academia, industry, National Laboratories, community-based organizations (CBOs), unions, and all technical disciplines. Teams that include multiple partners are preferred over applications that include a single organization. See here for more details on teaming partners: https://www.energy.gov/eere/solar/articles/funding-notice-advancing-equity-through-workforce-partnerships	Electricity	Workforce Development	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New	Community Resilience, Thermal and Cooling Resilience (Discretionary)	To support the formation of U.S. community coalitions that will develop, design, and deploy community geothermal heating and cooling systems	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligibility for this program is unrestricted, though applicants are encouraged to be for all community coalitions	Minimum 10% match required	\$13,000,000	\$10,000,000	10	\$1,300,000	October 11, 2022	Learn more about feasibility and considerations here: https://www.eere.gov/eere/energyefficiency/energyefficiency_screening_toolkit.pdf Learn more on system cost comparisons here: https://eere.energy.gov/publications/pdfs/2022/12/13/Reflections%20on%20heating%20with%20gas%20costs%20more	Installed technologies should supply at least 25% of the overall heating (and cooling) demand in communities where current fuel use to heat (and cool) homes and/or businesses increases greenhouse gas emissions	Buildings	Building Efficiency Retrofits, Building Electrification	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - IRA	Solar and Wind Grid Services and Reliability Demonstration	To demonstrate the capability of large scale solar and wind projects to provide grid services to the bulk power grid and improve grid reliability	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Wind and solar energy replace fossil fuels as a source of electricity and reduce greenhouse gas emissions in the power sector. Reliability improvements will improve not only the production of electricity, but also the perception of wind and solar as dependable power sources	Minimum 10% match required	\$26,000,000	\$5,600,000	9	\$2,666,667	Concept Papers due September 15, 2022; Full Applications due November 17, 2022	Under all topics, teams that include multiple partners are preferred over applications that include a single organization. Teams are encouraged to include representation from diverse entities, such as historically Black Colleges and Universities (HBCUs) or Minority Serving Institutions (MSIs), or through linkages with Opportunity Zones, as well as with relevant labor unions where appropriate	This program has two Topic Areas: (1) Wind and Solar Grid Services Design, Implementation, and Demonstration - To develop full-scale demonstration projects that successfully integrate renewable generation with other large-scale or aggregated distributed energy resource (DER) technologies to provide ancillary grid services and improve reliability. (2) Protection of Bulk Power Systems with High-Cost Buildout from Inverter-Based Resources - To develop a better understanding of how protection systems will operate under very high IRR scenarios through advancements in modeling and simulation cap.	Electricity	Renewable Energy, Reliability & Building Capacity, Electric Grid Upgrades	Design/Engineering, Implementation/Construction	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal
Not Eligible	New	Funding Opportunity in Support of the Hydrogen Science and Technology Research Consortium for Grid Resilience	To (1) fund R&D projects that leverage the hydrogen program to reduce the cost of clean hydrogen, (2) develop advanced sensor technologies for monitoring and measuring hydrogen losses, (3) establish/validate the potential for novel, materials-based hydrogen transport and storage technologies, and (4) improve hydrogen fuel cells for use in heavy-duty transportation. This program also seeks to (5) establish a university research consortium to help implement grid resilience programs and advance needed investments	Department of Energy (DOE)	Hydrogen and Fuel Cell Technologies Office (HTO)	Primary applicants may include states, tribal governments, local governments, non-profits, for-profit businesses, educational institutions, and individuals. Only U.S. universities may apply as prime recipients for Topic 5	Minimum 10% match required	\$50,500,000	\$20,000,000	23	\$2,240,217	Concept Papers due September 23, 2022; Full Applications due December 1, 2022	DOE announces multiple financial assistance awards in the form of cooperative agreements, with the period of performance being approximately two to four years. DOE encourages applicant teams that include stakeholders within academia, industry, and national laboratories across multiple technical disciplines. Teams are also encouraged to include representation from diverse entities such as minority-serving institutions or through linkages with Opportunity Zones	Topic areas include projects that will develop technologies for solar fuels created by harnessing sunlight, improve hydrogen emissions detection and monitoring, demonstrate higher density and lower pressure hydrogen storage technologies, and lower the costs and enhance the durability of hydrogen fuel cells for medium- and heavy-duty transportation applications	Industry, Transportation	Renewable Energy, Clean Manufacturing & Supply Chain, Clean Fuels	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New	Higher Blends Initiative (HBI) (DOE)	To increase the sales and use of higher blends of ethanol and biodiesel by expanding the infrastructure for renewable fuels derived from U.S. agricultural products. The program is also intended to encourage a more comprehensive approach to market higher blends by sharing the costs related to building out biofuel-related infrastructure	Department of Agriculture (USDA)	N/A	Intended recipients include transportation fueling and distribution facilities, including fueling stations, convenience stores, hypermarket fueling stations, fleet facilities (including rail and marine), terminals, depots, etc	Minimum 50% match required (up to \$5,000,000)	\$100,000,000	\$5,000,000	200	\$500,000	November 21, 2022	N/A	N/A	Transportation	Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	Public Agency/Local Authority, Non Profit
	Eligible - Considering Pursuing																		
	Evaluating Eligibility																		
	Not Eligible																		



VKB FY23 Capital Improvement Program

Project Status			
<div></div>	<div></div>	<div></div>	<div></div>
Complete	On Target	Issues	Problems

Not Started	Planning	Procurement	Design	Permitting	Construction	Complete
6	7	4	4	0	10	15

		Phase	Schedule				Budget					2023												FY2024											
PRI	Project	Project Phase	ESD	ASD	ECD	ACD	FY23 Budget	Spent	Encumbered	FY23 Remaining	Percent Spent/Encumbered	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			
1	Remediate and Construct Paradise Park	Construction		Nov-21	May-23		\$ 833,277	\$ (622,637)		\$ 210,640	75%																								
1	Improve Crandon Blvd	Construction		Jan-22	Jul-23		\$ 1,175,397	\$ (54,621)	\$ (884,022)	\$ 236,754	80%																								
1	Formulate and Promote R&SI3P	Planning		Jul-22	Nov-23		\$ 2,222,631	\$ (32,960)	\$ (13,899)	\$ 2,175,771	2%																								
1	Underground Electrical and Telecom Utilities	Design		Jan-22	Jul-24		\$ 337,780	\$ (206)		\$ 337,574	0%																								
1	Conduct USACE Beach and Back-Bay Feasibility Study	Not Started	Jun-23		Jul-26		\$ 500,000			\$ 500,000	0%																								
1	Construct K-8 School Central Stormwater Basin (Zone 1)	Design		Aug-22	Jul-26		\$ 2,300,174	\$ (99,498)	\$ (446,104)	\$ 1,754,572	24%																								
2	Assess and Repair Community Center Roof	Design		Nov-22	Nov-23		\$ 200,000			\$ 200,000	0%																								
2	Install Village-Wide Security and Surveillance System	Construction		May-22	May-23		\$ 300,000	\$ (201,447)		\$ 98,553	67%																								
2	Replace Community Center Pool Deck	Construction		Jul-22	May-23		\$ 351,048	\$ (251,102)	\$ (59,623)	\$ 40,323	89%																								
2	Perform Immediate Flood Control & Mitigation (Areas 1, 2, & 4)	Procurement		Aug-22	Jul-23		\$ 570,091			\$ 570,091	0%																								
2	Purchase Village Fleet Vehicles	Procurement		Oct-21	Jul-23		\$ 449,262	\$ (260,743)	\$ (225,534)	\$ (37,015)	108%																								
2	Repave Roadways Village-Wide P1	Procurement		Nov-22	Nov-23		\$ 471,559			\$ 471,559	0%																								
2	Implement Green ROW Infrastructure Solutions	Planning		Dec-22	Apr-24		\$ 650,000			\$ 650,000	0%																								
3	Improve Beach Park	Design		Sep-22	Jul-24		\$ 1,063,776	\$ (52,230)	\$ (89,948)	\$ 921,598	3%																								
3	Improve Village Civic Center Landscape and Hardscape	Construction		Jan-23	Jun-23		\$ 50,000	\$ (12,507)	\$ (10,966)	\$ 26,527	47%																								
3	Develop Rickenbacker Causeway Plan	Planning		Mar-22	May-23		\$ 79,440	\$ (46,176)	\$ (33,264)	\$ (0)	100%																								
3	Retrofit Community Center Facilities Lighting to LED	Construction		Feb-22	Jun-23		\$ 200,000			\$ 200,000	0%																								
3	Replace St. Agnes Sod and Lighting	Construction		Jul-22	Aug-23		\$ 284,780		\$ (279,900)	\$ 4,880	98%																								
3	Update Village Hall Wayfinding Signage	Not Started		Aug-22	Nov-23		\$ 50,000			\$ 50,000	0%																								
3	Monitor Beach and Dunes	Planning		Jun-22	Sep-23		\$ 206,462	\$ (45,804)	\$ (114,585)	\$ 46,073	78%																								
3	Upgrade Splashpad	Construction		Oct-21	May-23		\$ 195,000			\$ 195,000	0%																								
3	Renovate Women's Restroom Fire Department	Procurement		Dec-22	Sep-23		\$ 110,000		\$ (86,697)	\$ 23,303	79%																								
3	Construct Beach Access Path at Commodore Club	Planning		Oct-22	Oct-23		\$ 120,000			\$ 120,000	0%																								
3	Convert Streetlights to LED and Transition to FPL	Not Started	Jul-23		Feb-24		\$ 250,000			\$ 250,000	0%																								
3	Replace Playground Equipment (under 5 area)	Planning		Oct-22	May-24		\$ 87,500			\$ 87,500	0%																								
3	Improve KB K-8 Athletic Field/Courts	Planning		Apr-23	Sep-23		\$ 75,000			\$ 75,000	0%																								
4	Renovate Village Green Bathroom	Not Started		Oct-22	Sep-23		\$ -			\$ -	0%																								
4	Paint Village-Wide Facilities and Amenities P1	Construction		Nov-22	Sep-23		\$ 116,219	\$ (64,310)	\$ (25,850)	\$ 26,059	78%																								
4	Develop Beach Raker Parking Facility	Not Started	Apr-23		Jan-24		\$ 50,000			\$ 50,000	0%																								
5	Improve Public Artwork	Construction		Feb-22	Jun-23		\$ 47,889	\$ (552)		\$ 47,337	1%																								
5	Renovate Building Offices	Not Started	Mar-23		Sep-23		\$ 75,000			\$ 75,000	0%																								
							\$ 14,168,426	\$ (1,744,795)	\$ (2,270,391)	\$ 10,023,240	12%																								

COMPLETED PROJECTS						
PRI	Project Name	Project Phase	ESD	ASD	ECD	ACD
2	Equip Fire Engine	06_Completed		Jul-22		Oct-22
3	Community Center Cardio Equipment	06_Completed		Nov-23		Apr-23
2	Construct Public Beach Access at Sands	06_Completed		Apr-22		Dec-22
2	Replace Community Center RTU	06_Completed		Oct-21		Mar-22
2	Purchase Village Fleet Vehicles (FY22)	06_Completed		Oct-21		Jan-23
3	Improve Hampton Park	06_Completed		Jul-22		Feb-23
3	Design and Construct Beach Club Sewer Extension	06_Completed		Nov-21		Jun-22
3	Improve Calusa Park Tennis Courts and Surfaces	06_Completed		Feb-22		Jun-22
3	Renovate Lake Park	06_Completed		Oct-21		Jul-22
3	Renovate Village Green Interior Sidewalk	06_Completed		Oct-21		Jun-22
3	Purchase Police Boat	06_Completed		Jul-22		Jan-23
3	Replace Community Center Cardio Equipment (FY22)	06_Completed		Oct-22		May-22
5	Replace Entry Block Sign	06_Completed		Jul-22		Mar-32
5	Install Village Wide EV Charging Stations	06_Completed		Jan-22		Apr-23
5	MAST Solar Panels	06_Completed		Nov-22		Sep-22

4/24/2023

Federal Funding Opportunities

WFO Status	Priority Status	Program Name	Program Details	Agency	Funding Details	Eligibility	Matching	Funding Available	How Awarded	Average Award Size	Announced or Anticipated	Deadline	Helpful Tips	Other Notes	Sector	Type of Project	Fiber Criteria	Phase of Project	Resource Types	Applicant Types
Not Eligible	Existing - Decision	Transportation Infrastructure	The Act Administration provides funding for various eligible projects for assistance in any phase of a highway transportation project, including planning, design, construction, operations, maintenance, and reconstruction.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	20% match required	\$10,000,000	\$1,000,000	100	\$100,000	July 1, 2021 (Notice of Interest); September 28, 2021 (Application)	Competitive projects must be a pilot deployment for the applicant of a proven innovation previously deployed by others.	For information on prior awardees, see this map and press release here: https://www.fhwa.dot.gov/newsroom/press-releases/2021/09/28/210928fhwa01.cfm	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Implementation/Construction, Planning, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal		
Not Eligible	New	Transportation Infrastructure	To improve access to public transportation by building pedestrian and bicycle infrastructure, and other transit projects. The program provides competitive funding to eligible entities for the design, construction, and operation of public transportation.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	20% match required	\$3,000,000	N/A	10	\$50,000	December 4, 2021	N/A	N/A	Transportation	Public Transit, Community Resiliency	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	Existing - Contingent	Transportation Infrastructure	To make competitive grants for the development of model demonstration sites for large scale innovation and application of advanced transportation technologies to improve safety, efficiency, system performance, and infrastructure return on investments.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	50% match required	\$60,000,000	\$12,000,000	10	\$6,000,000	August 23, 2021	Partnering with the private sector or public agencies, including infrastructure and transportation-related, research institutions, organizations representing innovation and technology leaders, or other transportation-related entities is encouraged. Any application submitted by a sole research or academic institution and that is not part of a consortium will not be considered for selection.	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal			
Not Eligible	Existing - Increase	Air Quality	To provide grants and activities for air pollution control agencies and for research on air pollution prevention and control.	Environmental Protection Agency (EPA)	Air and Radiation Monitoring Systems Division	Not required	\$20,000,000	N/A	N/A	N/A	March 25, 2022	For further information on Clean Air Act, Section 105 and 105.5 grants, please see the following: https://www.epa.gov/clean-air-act-overview/clean-air-act-105-and-105.5-grants	Electricity, Transportation, Buildings, Industry	Renewing & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Non-Profit			
Not Eligible	Existing - Link Increase	Clean Energy	To support infrastructure projects, including energy and water infrastructure, and other projects that are essential to the operation of airport terminals, airports, vehicles, or operations.	Department of Transportation (DOT)	Federal Transportation Administration (FTA)	20-30% match required, depending on project size and type of project	\$1,124,000,000	N/A	837	\$1,200,000	February 15, 2022 (Notice of Interest); April 15, 2022 (Final Application)	This is a far larger project, as eligible projects must involve more than \$25,000,000 of total funds. Based on previous awards, grant amounts are no more than \$25,000,000. If you have an eligible project, contact the program to discuss how to move forward.	Transportation	Public Transit, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	Public Agency/Local Authority			
Not Eligible	New - Risk	Air Quality	To provide competitive loans for airport terminal infrastructure projects, including energy and water infrastructure, and other projects that are essential to the operation of airport terminals, airports, vehicles, or operations.	Department of Transportation (DOT)	Federal Transportation Administration (FTA)	10-25% match required, depending on project size	\$1,000,000,000	TBA	TBA	TBA	March 30, 2022	N/A	Large hub airports will receive up to 10% of the total funding; medium hub airports will receive up to 15% of the total funding; and small hub airports will receive up to 20% of the total funding. At least 10% of the total funding will go to non-hub and non-major airports. Approximately \$1 billion will be available per year, for fiscal years 2022-2025.	Transportation	Renewable Energy, Energy Storage, Building Modernization, Building Efficiency/Retrofit, Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority		
Not Eligible	Existing - Contingent	Air Quality	To invest in two general areas: critical infrastructure and business and economic development. Critical infrastructure investments include water and wastewater systems, transportation networks, broadband, and other infrastructure projects that are essential to the operation of the economy and public safety. Business and economic development investments include water and wastewater systems, transportation networks, broadband, and other infrastructure projects that are essential to the operation of the economy and public safety.	Agencies: Department of Transportation (DOT)	N/A	20%-25% match required, depending on project size	N/A	N/A	N/A	N/A	Rolling	Consider whether the project will improve, as a continuing effort or a temporary basis, the opportunities for employment, the average level of income, and the economic and social development of the area served by the project. To receive AIC approval, a project must implement the Development Plan for the Applicant State which is located and must have been developed by the state in its annual Strategic Statement.	Any or All: Buildings, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Renewing & Building Capacity, Community Resiliency, Energy Storage, Renewable Energy, Building Modernization, Building Efficiency/Retrofit, Public Transit, Clean Fuels	Planning	Grant - Competitive/Discretionary	State			
Not Eligible	New - Risk	Renewable Energy	To support and sustain a fourth American battery supply chain, to support battery manufacturing and recycling by funding demonstration projects and facility construction.	Department of Energy (DOE)	Office of Manufacturing and Energy Supply Chain	TBA	\$1,000,000,000	TBA	TBA	TBA	July 1, 2022	N/A	N/A	Industry	Clean Manufacturing & Supply Chain	Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	New - Risk	Renewable Energy	To ensure the United States has a viable battery materials processing facility by supporting demonstration projects and the construction of facilities for processing battery materials.	Department of Energy (DOE)	Office of Energy Efficiency and Renewable Energy (EERE)	20% match required	\$1,000,000,000	\$400,000,000	34	TBA	July 1, 2022	Letter of interest strongly encouraged by May 27, 2022	\$1,000,000,000 available until expended	Industry	Clean Manufacturing & Supply Chain	Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	New	Renewable Energy	To (1) support strategies for energy and resource recovery from waste streams, including organic waste streams, and (2) support water quality projects, urban, rural, and coastal water quality projects, and coastal projects for the conservation of water quality resources and infrastructure and facilities and equipment.	Department of Energy (DOE)	Bioenergy Technologies Office (BETO)	20% cost share required	\$145,000,000	\$120,000,000	\$127,014	Varies by subject	Concept Paper due April 1, 2022; Application due June 1, 2022	BETO is focusing on applied R&D to improve the performance and reduce cost of industrial production technologies and scale-up production systems in partnership with industry. BETO is focused on developing and demonstrating technologies that are capable of producing low-carbon, cost-effective biofuels and co-products by 2030. In work with industrial production pathways that can deliver at least 10% lower life-cycle greenhouse gas emissions than petroleum.	Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Not Eligible	Existing - Contingent	Renewable Energy	To assist in the development, construction and manufacturing of advanced fuels, renewable vehicles, and related products manufacturing facilities.	United States Department of Energy (DOE)	Fuel Development Office (FDO)	20% match required	N/A	\$250,000,000	N/A	N/A	Application deadline: March 2 and September 1	2 application cycles each fiscal year	Disincentivization strategies may include carbon capture and sequestration and other research to reduce emissions at existing facilities.	Industry	Clean Manufacturing & Supply Chain	Design/Engineering, Implementation/Construction	Loan	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All		
Eligible - Contingent	Existing - Link Increase	Renewable Energy	To evaluate potentially contaminated sites that may need cleanup from prior use. The program offers community-wide assessments for multiple community sites, site specific grants for an already identified single site and grants for multiple assessment grants to increase the capacity of multiple community entities to assess sites in multiple communities.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	All applicants must meet the "Threshold criteria" as established in the updated version of funding opportunity	\$80,000,000	Varies by type of assessment grant	68	\$631,435	November 22, 2021	There are 3 different types of assessment grants. Review each type to determine which is most relevant to your community or project. https://www.epa.gov/brownfields/assessment-grants/funding-opportunity	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Grid/Storage	Planning	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Eligible - Contingent	Existing - Link Increase	Renewable Energy	To assess and sustain a fourth American battery supply chain, to support battery manufacturing and recycling by funding demonstration projects and facility construction.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	20% match required	\$60,000,000	\$2,000,000	40	\$1,500,000	November 22, 2021	National program priorities tend to change year to year, so use to tailor your applications to the current guidance.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Grid/Storage	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Eligible - Contingent	New	CRMA ACT	Provides capitalization grants to states, eligible federally incorporated cities, territories and the District of Columbia to establish revolving loan funds that provide hazard mitigation assistance for local governments to reduce risks from natural hazards and disasters. These loan interest funds will allow jurisdictions to reduce vulnerability to natural disasters, foster greater community resilience and reduce disaster suffering. Subsequent loan for loans.	CRMA	SafeGrants/Territory Resilience Grant Program	Not required	\$10,000,000	None				Eligible entities are: Local, State, Tribal, and Federal government entities; Nonprofit and private entities; Corporations and non-profit entities; Clean Water and Drinking Water State Revolving Fund (CWSRF) entities; and other entities.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Grid/Storage	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Eligible - Contingent	Existing - Link Increase	Renewable Energy	To assist Brownfields and Transitioning projects that involve, clean, and place local and under-employed and under-trained workers in the environmental field and employment in the environmental field.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	Not required	\$12,000,000	\$500,000	25	\$480,000	August 1, 2021	Primarily known as Environmental Remediation Development and Job Training (ERMDJT) Grants	Electricity, Transportation, Resiliency, Industry, Resiliency & Recovery	Grid/Storage, Workforce Development	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Eligible - Contingent	Existing - Link Increase	Renewable Energy	To provide grant funding for a range of eligible projects, including energy, engineering, community development, and other projects that are essential to the operation of the economy and public safety.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	All applicants must meet the "Threshold criteria" as established in the updated version of funding opportunity	\$14,000,000	\$800,000	17	\$623,528	November 22, 2021	This program has typically been offered every two years, unless the annually competitive projects grant and sites with the most compelling need. EPA's BEP Funding Mechanism is designed to support, clean, and place local and under-employed and under-trained workers in the environmental field and employment in the environmental field.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Grid/Storage	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Not Eligible	Existing - Link Increase	Renewable Energy	To provide and sustain a fourth American battery supply chain, to support battery manufacturing and recycling by funding demonstration projects and facility construction.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Revitalization	20% match required	\$10,000,000	\$1,000,000	10	\$1,000,000	November 22, 2021	There are highly competitive projects grant at communities with extensive brownfields sites. If awarded, these communities have the potential to receive up to \$100,000,000 in funding over a five-year period.	Electricity, Resiliency & Recovery, Industry	Smart Growth, Community Resiliency, Renewable Energy, Grid/Storage	Implementation/Construction	Renewing Loans, Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Not Eligible	New	Renewable Energy	To provide technical assistance grants to approximately 10-15 regional coalitions across the country and help them develop transformational economic development strategies.	Department of Commerce (DOC)	Economic Development Administration (EDA)	Not required	\$60,000,000	\$100,000	\$0-40	\$50,000	October 18, 2021	It is unclear whether EDA will be issuing a new round of this challenge.	Resiliency & Recovery	Community Resiliency, Workforce Development, Renewing & Building Capacity, Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Not Eligible	New	Renewable Energy	To provide technical assistance grants to approximately 10-15 regional coalitions across the country and help them develop transformational economic development strategies.	Department of Commerce (DOC)	Economic Development Administration (EDA)	Not required	\$1,000,000,000	\$100,000,000	20-25	\$50,000,000	March 15, 2022	It is unclear whether EDA will be issuing a new round of this challenge.	Resiliency & Recovery	Community Resiliency, Workforce Development, Renewing & Building Capacity, Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			

Federal Funding Opportunities

VWB Status	Highly Status	Program Details			Agency	Eligible Entities	Eligible Activities		Matching	Funding Available	Funding		Average Award	Deadline	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Fiber Criteria		
		New or Existing	Program Name	Purpose			Agency	Eligible entities include			Eligible entities include	Eligible entities include								Eligible entities include	Phase of Project	Resource Types
Not Eligible	New	Energy Storage	Department of Energy (DOE)	Eligible entities include a State Energy Office, an electric utility, a private																		

Federal Funding Opportunities																				
VFO Status	Program Details			Agency		Eligibility Criteria		Funding		Description		Filter Criteria								
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Recipient	Applicant and/or Project Eligibility Requirements	Matching Credit	Funding Available	Min Award Amount	Expected Start Date	Average Award (Months)	Announced or Anticipated	Helpful Type		Other Notes	Sector	Type of Project	Phase of Project	Resource Types	Applicant Types
	Pursuing																			
	Evaluating Eligibility																			
	Not Eligible																			