



VILLAGE OF KEY BISCAINE

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Luis Lauredo

Edward London

Allison McCormick

Franklin H Caplan

Ignacio J. Segurola

REGULAR COUNCIL MEETING

TUESDAY, APRIL 12, 2022

6:00 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

REVEREND MANDY BRADY

ST. CHRISTOPHER'S BY-THE-SEA

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENT:

There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A

HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

6. AGENDA:

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

- 7.A. A STATUS UPDATE ON BEAR CUT BRIDGE; A PRESENTATION BY MIAMI DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS DIRECTOR
- 7.B. SPECIAL PRESENTATION BY MARCUM, LLP ACCOUNTANTS REFERENCE: VILLAGE OF KEY BISCAYNE FY 21 AUDIT
- 7.C. CHARTER REVISION COMMISSION FINAL REPORT PRESENTATION GIVEN BY COUNCILMEMBER MCCORMICK

[TAB 1](#)

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 Council member 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. JANUARY 18, 2022 MINUTES
REGULAR COUNCIL MEETING

[TAB 2](#)

- 8.B. MARCH 8, 2022 MINUTES
REGULAR COUNCIL MEETING

[TAB 3](#)

- 8.C. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
REQUESTING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
(FIND) WATERWAYS ASSISTANCE PROGRAM FOR THE ACQUISITION OF A NEW
MARINE PATROL VESSEL; AND PROVIDING FOR AN EFFECTIVE DATE.
(CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: Approval

[TAB 4](#)

- 8.D. 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 ISLAND HOUSE APARTMENTS, INC. RELATING
TO THE PROPERTY LOCATED AT 200 OCEAN LANE DRIVE; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: Approval

[TAB 5](#)

- 8.E. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
SELECTING WITT O'BRIEN'S LLC FOR EMERGENCY DISASTER DEBRIS MONITORING
SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2020-50; PROVIDING FOR
AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(FIRE RESCUE CHIEF ERIC LANG)

RECOMMENDATION: Approval

[TAB 6](#)

- 8.F. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY
GOVERNING THE PROVISION OF ON-DEMAND TRANSIT SERVICES IN THE VILLAGE;
PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

[TAB 7](#)

- 8.G. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND
PARTICIPATING CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT
DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. FLS000003 FOR
POLLUTION IDENTIFICATION AND CONTROL SERVICES IN MUNICIPAL SEPARATE
STORM SEWER SYSTEMS (MS4S) IN AN AMOUNT NOT TO EXCEED \$16,195.00;

PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

[TAB 8](#)

- 8.H. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
APPROVING A TERM SHEET FOR THE FOURTH AMENDMENT TO THE AGREEMENT
FOR USE OF ST. AGNES CATHOLIC CHURCH ATHLETIC FIELD WITH THE
ARCHDIOCESE OF MIAMI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: Approval

[TAB 9](#)

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

- 9.A. AN ORDINANCE
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
AMENDING CHAPTER 29 “STORMWATER UTILITY SYSTEM,” SECTIONS 29-2,
ENTITLED “DEFINITIONS,” 29-3, ENTITLED “FINDINGS AND DETERMINATIONS” AND
29-4, ENTITLED “STORMWATER UTILITY FEE” OF THE VILLAGE CODE OF
ORDINANCES RELATING TO THE VILLAGE’S STORMWATER UTILITY
APPORTIONATE METHODOLOGY FOR ALLOCATING STORMWATER UTILITY FEES
AND APPEALS OR ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE
DATE.
(PUBLIC WORKS DIRECTOR JAKE OZYMAN AND CHIEF FINANCIAL OFFICER
BENJAMIN NUSSBAUM)

(FIRST READING)

RECOMMENDATION: Approval

[TAB 10](#)

- 9.B. AN ORDINANCE
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
AMENDING ORDINANCE NO. 2021-07 WHICH ADOPTED THE BUDGET FOR FISCAL
YEAR 2021-2022 BY REVISING THE 2021-2022 FISCAL YEAR BUDGET (BUDGET
AMENDMENT NO. 2); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.
(CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: Approval

[TAB 11](#)

- 9.C. AN ORDINANCE
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
AMENDING ORDINANCE NO. 2021-07 WHICH ADOPTED THE BUDGET FOR FISCAL
YEAR 2021-2022 BY REVISING THE 2021-2022 FISCAL YEAR BUDGET; PROVIDING
FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF
FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: Approval

(SECOND READING)

[TAB 12](#)

- 9.D. AN ORDINANCE
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
AMENDING ARTICLE II, CHAPTER 26, "GOLF CARTS", OF THE VILLAGE CODE OF
ORDINANCES RELATING TO GOLF CART AND SLOW-MOVING VEHICLE USE
WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE
DATE.
(CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: Approval

(SECOND READING)

[TAB 13](#)

- 9.E. AN ORDINANCE
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
CREATING SECTION 2-105, "CAMPAIGN FINANCE REPORTS," OF CHAPTER 2 OF THE
VILLAGE CODE OF ORDINANCES TO ESTABLISH CAMPAIGN FINANCE REPORT

FILING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
(VILLAGE CLERK)

[SECOND READING]
[TAB 14](#)

10. RESOLUTIONS:

- 10.A. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
SELECTING BLACK & VEATCH CORPORATION TO PROVIDE PROFESSIONAL
ENGINEERING, PROJECT MANAGEMENT, AND RELATED SERVICES FOR THE
RESILIENT INFRASTRUCTURE PROGRAM STRATEGY & INTEGRATED
IMPLEMENTATION PLAN AND SUPPORTING PROGRAM MANAGEMENT &
EXECUTION SERVICES PROJECT; PROVIDING FOR AUTHORIZATION; AND
PROVIDING FOR AN EFFECTIVE DATE.
(VILLAGE MANAGER)

RECOMMENDATION: Approval
[TAB 15](#)

- 10.B. A CAPITAL PROJECT AUTHORIZING RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
SELECTING RAIN DROP PRODUCTS LLC FOR THE SPLASH PAD REPLACEMENT
PROJECT IN AN AMOUNT NOT TO EXCEED \$195,000; PROVIDING FOR
AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: Approval
[TAB 16](#)

11. PUBLIC COMMENTS:

There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592 , and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to “raise your hand” which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called

upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

12. REPORTS AND RECOMENDATIONS:

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

MANAGER’S REPORT

[TAB 17](#)

1.) SAFE AND SECURE VILLAGE

HURRICANE PREPAREDNESS + DEBRIS MANAGEMENT PRESENTATION
(FIRE RESCUE CHIEF ERIC LANG)

A PRESENTATION WILL BE DISPLAYED

2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE

VISION BOARD UPDATE
(PLANNING AND ZONING DIRECTOR JEREMY CALLEROS GAUGER)

3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS

No updates to report

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

a. DESIGN OF THE SANDS CONDOMINIUM PUBLIC BEACH ACCESS PATH
(PUBLIC WORKS DIRECTOR JAKE OZYMAN)

5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE

STREETLIGHT ASSESSMENT PLAN : EAST ENID
(PUBLIC WORKS DIRECTOR JAKE OZYMAN)

INTRODUCTION: OPERATIONS, MAINTENANCE AND REPAIR PROGRAM
(PUBLIC WORKS DIRECTOR JAKE OZYMAN)

6.) EFFECTIVE AND EFFICIENT GOVERNMENT SERVICES

CIP PROJECT UPDATES
(CAPITAL IMPROVEMENT PROGRAM AND GRANTS MANAGER COLLEEN BLANK)

B. MAYOR AND COUNCIL MEMBERS

1. KEY BISCAYNE COMMUNITY SCHOOL-PTA (COUNCILMEMBER LAUREDO)
2. TIME TO REVISIT OUR NOISE ORDINANCE (COUNCILMEMBER LONDON)
3. PLAN Z CONCEPT FOR RICKENBACKER CAUSEWAY (COUNCILMEMBER LONDON)

C. VILLAGE ATTORNEY

1. NONE

D. VILLAGE CLERK

1. NONE

13. OTHER BUSINESS/GENERAL DISCUSSION

- A. NONE

14. SCHEDULE OF FUTURE MEETINGS/EVENTS:

A. REGULAR COUNCIL MEETING

TUESDAY, MAY 10, 2022, 6:00 P.M., COUNCIL CHAMBER

B. QUALIFYING PERIOD FOR THE OFFICE OF MAYOR

FROM 12:00 P.M. NOON ON TUESDAY, JUNE 7, 2022, AND NO LATER THAN 12:00 P.M. NOON ON FRIDAY JUNE 17, 2022, OFFICE OF THE VILLAGE CLERK

C. REGULAR COUNCIL MEETING

TUESDAY, JUNE 14, 2022, 6:00 P.M., COUNCIL CHAMBER

D. BUDGET WORKSHOP

TUESDAY, JUNE 28, 2022, 6:00 P.M., COUNCIL CHAMBER

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.



V I L L A G E O F K E Y B I S C A Y N E

Village Council

Michael W. Davey, *Mayor*

Brett G. Moss *Vice Mayor*

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

April 1, 2022

The Honorable Mayor and
Members of the Village Council
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149

RE: Charter Revision Commission

Dear Mayor and Fellow Councilmembers,

At our meeting on April 12, I look forward to presenting to you the enclosed final report of the Charter Review Commission. In advance of that meeting, I would like to take this opportunity to share with you how impressed I was with each member of the commission. It was an honor and a pleasure to serve with Mrs. Jennifer Stearns Buttrick, Mr. Marco Gomez, Mr. Jud Kurlancheek, and Mayor Joe Rasco. Their dedication and preparedness were evident in the quality of the discussion at each meeting. I hope you will join me in thanking them for their volunteer service and in congratulating them on a job well done.

Sincerely,

Allison S. McCormick
Councilmember Village of Key Biscayne



V I L L A G E O F K E Y B I S C A Y N E

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April 1, 2022

The Honorable Mayor and
Members of the Village Council
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149

RE: Charter Revision Commission Final Report

Dear Mayor and Councilmembers,

I am writing to you on the behalf of the 2022 Village of Key Biscayne Charter Revision Commission (the "Commission"). This letter will serve as the Commission's report as required by Section 7.06 of the Charter (the "Charter"). The Commission's task was to review and analyze the Charter and to determine if there were potential revisions that should be submitted to a vote of the Village electors. The Commission met on six (6) separate occasions, each a publicly advertised meeting.

During our meetings, we sequentially reviewed, analyzed, and discussed each and every section of the Charter. After each section was reviewed and public input was considered, the Commission discussed and suggested potential revisions, additions, or deletions to that particular section. To provide the Village Council with some of the background of our deliberations and considerations, we will provide copies of each of our six (6) agendas as well as minutes from our meetings at the Village Council Meeting on April 12, 2022.

At the Commission's final meeting on March 28, 2022, the Commission convened for the purpose of determining which revisions, if any, should be submitted to a vote of the Village electors. The proposed revisions are attached as an exhibit to this report and are summarized as follows.

88 West McIntyre Street • Suite 200 • Key Biscayne, Florida 33149 • (305) 365-5506 • Fax (305) 365-8914

MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."

www.keybiscayne.fl.gov

1. Section 4.03. – Action Requiring an Ordinance.¹

The first amendment proposes amending the Charter to increase the Capital Project Authorizing Ordinance threshold from \$500,000 to \$1,000,000. After reviewing Section 4.03 of the Charter, the Commission noted that the existing threshold has not been increased since its adoption in 2002 and the purchasing power of \$500,000 has decreased relative to its value in 2002.

2. Section 4.10. – Borrowing.

Currently, Section 4.10(b) of the Charter limits the total debt that the Village may incur to the greater of:

- (i) 1% of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or
- (ii) That amount which would cause annual debt service to equal 15% of general fund expenditures for the previous fiscal year.

After reviewing the existing debt cap, the Commission proposed, with input from the Village Administration, two separate amendments to Section 4.10 of the Charter:

First, the Commission proposed an amendment increasing the percentage used to calculate the debt cap from 1% to 2% of the total assessed value of all property within the Village. The Commission determined, with input from the Village Administration, that an increase in the percentage used to calculate the debt cap was necessary to address the Village's future infrastructure needs; and

Second, the Commission proposed an amendment providing that the limit on total debt of the Village may be exceeded if approved by a majority of qualified electors in any referendum held after the November 2022 election. The Commission felt that the debt cap should only serve as a limitation on debt authorized by the Village Council and should provide voters the flexibility to exceed the debt cap.

3. Section 4.15. – Approved by Vote of Electors Required for Amendments to Land Development Regulations.

The fourth amendment modifies Section 4.15 of the Charter to also allow the Village Council to make text amendments to the Village's zoning code or other land development regulations upon approval of five (5) of seven (7) Council Members. However, in the event that two (2) or more members of the Council are ineligible to vote on a text amendment due to a required abstention pursuant to Florida Law, then the remaining Council Members may approve such text amendment by a unanimous vote.

The Commission, with input from the Village Administration, found that text amendments to the Village zoning code and/or other land development regulations are necessary to address the current and future needs of the Village. Additionally, the Commission determined that requiring a

¹ The second amendment proposed by the Commission also requires an amendment to Section 5.02 of the Charter.

supermajority vote to approve a text amendment to the zoning code or the land development regulations would continue to provide a heightened standard of approval, while also allowing the Village Council to address such necessary amendments.

4. Section 5.01. – Elections.

The fifth amendment proposed by the Commission would create a Council Member primary when the number of qualified candidates running for Council is equal to or greater than three times the number of open Council Member positions. After the Council Member primary, the number of candidates placed on the regular election ballot would be equal to two times the number of open Council Member positions, and would only include the Council candidates that received the most votes in the Council Member primary. The Council Member primary would begin with the 2024 election and run concurrently with the Mayoral primary, if the primary is necessary.

In determining whether a Council member primary was necessary, the Commission reviewed and considered various municipal election procedures and electoral systems. The Commission felt that the Village's existing at-large elections tend to promote civility in Village elections because candidates do not directly run against each other, but instead for an open Council Member position. However, the Commission determined that when there are several qualified candidates for Council, there is the potential that a candidate will be elected by a small percentage of the electorate.

5. Section 7.08 – Courtesy Electronic Public Notice.

The sixth amendment proposes the creation of a new section of the Charter that requires the Village to post a courtesy public notice on the Village website or through other similar means of electronic communication when public notices are required by Florida law. After considering existing public notice requirements, the Commission determined that requiring a courtesy notice to be posted on the Village's website or through other similar means of electronic communication would provide enhanced transparency and increase public awareness of ongoing Village business.

6. Section 7.09 – Supplemental Open Meeting Requirements.

Lastly, the seventh amendment proposes the creation of a new section of the Charter that would require the Village Council to adopt an ordinance after the November 2022 regular election establishing supplemental procedures and guidelines to enhance open meeting laws and to review such ordinance and determine whether any modifications to the ordinance are necessary every two years thereafter. After public comment, the Commission determined that the Charter should be amended to require the Village Council to adopt an ordinance supplementing open meeting laws in order to improve government transparency and public involvement at Village meetings.

On behalf of the full Commission, I would like to thank the Village Council for the opportunity to serve on the Commission and look forward to appearing before you should you have any questions or concerns about the report. Finally, consistent with the provisions within this report, we request that an election on the proposed amendments be held the earlier of: (a) the next

regularly scheduled Mayoral or Council Member position election, which is not a primary election;
or (b) the next regularly scheduled countywide election, which is not a primary election.

Respectfully,

A handwritten signature in black ink, appearing to read 'Allison McCormick', written over a horizontal line.

Allison McCormick
Village Councilmember and
Chair of the Charter Review Commission

CHARTER REVISION COMMISSION AMENDMENTS

Amendment No. 1.

Section 4.03. Action requiring an ordinance.

In addition to other acts required by law or by specific provision of this Charter to be effected or authorized by ordinance, those acts of the Village Council shall be by ordinance which:

(9) Approve a Capital Project in excess of ~~\$500,000~~ \$1,000,000. When an ordinance authorizing a Capital Project in excess of ~~\$500,000~~ \$1,000,000 has been approved upon first reading, notice of the date and time of the second reading shall be provided ("Second Reading Notice"). The Second Reading Notice shall include a brief description of the Capital Project and its cost and shall be published in addition to and contemporaneously with notices regularly published for second readings. Each Village elector shall be sent a Second Reading Notice by postcard. Action taken by the Council on a Capital Project shall not be voided by the failure of an individual Village elector to receive a Second Reading Notice postcard.

Section 5.02. Initiative and Referendum.

(a) *Power to initiate and reconsider ordinances.*

(ii) *Referendum.*

(A) The electors of the Village shall have power to require reconsideration by the Council of any adopted ordinance and, if the Council fails to repeal an ordinance so reconsidered, to approve or reject it at a Village election, provided that such power shall not extend to the annual budget or any ordinance appropriating money, levying taxes or setting salaries of Village officers or employees. The referendum power described in paragraph (ii)(A) of this subsection (a) shall not be available to require reconsideration of an ordinance authorizing the issuance of debt or a Capital Project in excess of ~~\$500,000.00~~ \$1,000,000 unless proceedings with respect to the referendum are commenced within thirty (30) days after the date of adoption of the ordinance.

Amendment No. 2.

Section 4.10. - Borrowing.

(a) Debt Approval. The Village shall incur no Debt unless the incurrence of such Debt is approved by at least five (5) Council Members.

(b) Limits. The total Debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

- i. ~~one percent (1%)~~ two percent (2%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year;
- or
- ii. that amount which would cause annual Debt Service to equal fifteen percent (15%) of General Fund expenditures for the previous fiscal year.

Amendment No. 3.

Section 4.10. - Borrowing.

(a) Debt Approval. The Village shall incur no Debt unless the incurrence of such Debt is approved by at least five (5) Council Members.

(b) Limits. The total Debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

- i. one percent (1%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or
- ii. that amount which would cause annual Debt Service to equal fifteen percent (15%) of General Fund expenditures for the previous fiscal year.

Notwithstanding the foregoing, the limit on the total Debt of the Village may be exceeded if approved by a majority of qualified electors in any referendum held after the November 2022.

Amendment No. 4.

Section 4.15. – Approval by Vote of Electors Required for Amendments to Land Development Regulations.

No text amendment to the zoning code or other land development regulations that would create a new zoning district, or that would amend any definition of a term used in the land development regulations, or that would have the effect of allowing a use not currently permitted, increased residential density, additional hotel or other accommodation units per acre, or increased lot coverage, height, or floor area ratio, shall be effective until approved by: (a) a majority vote of the electors; ~~voting on the amendment~~ or (b) five (5) out of seven (7) members of the Council. However, in the event that two (2) or more members of the Council are ineligible to vote on a text amendment due to a required abstention pursuant to Florida law, then the remaining members of the Council may vote and approve such text amendment by a unanimous vote.

Amendment No. 5.

Section 5.01. – Elections.

- (a) *Electors.* Any person who is a resident of the Village, has qualified as an elector of the State and registers to vote in the manner prescribed by law shall be an elector of the Village.
- (b) *Nonpartisan elections.* All elections for the offices of Councilmember and Mayor shall be conducted on a nonpartisan basis.
- (c) *Election date.* A primary election for the office of Mayor and for open Council positions shall be held in each even-numbered year on the first Tuesday following the first Monday of October. A regular election for Mayor and Council positions shall be held in November of each even-numbered year, on the same day U.S. congressional elections are held, or if none are held in any year, on the first Tuesday following the first Monday of November of that year. Notwithstanding any contrary provisions of this section, the Village Council may, by ordinance enacted pursuant to Section 100.3605(2), Florida Statutes, or independent of such statutory basis by virtue of the enabling authority provided in this subsection (c), from time to time, change the dates for conducting the mayoral and Council position primary, and all regular and special elections for the election of the Mayor and/or Village Council and provide for the orderly transition of office resulting from such date changes.
- (d) *Primary elections.*
 - (i) Mayoral Primary. There shall be no primary election for Mayor if no more than two (2) candidates qualify to run for the office of Mayor. In the event that a primary election is not necessary, as described above, the qualified candidates' names for the office of Mayor shall be placed on the regular election ballot, unless otherwise specified by paragraph (h) below. The ballot for the primary election shall contain the names of all qualified candidates for Mayor and shall instruct electors to cast one (1) vote for Mayor.
 - (ii) Council Primary. Beginning with the 2024 election, there shall be a primary election for Council positions if the number of qualified candidates for Council is greater than or equal to three times the number of open Council positions. In the event that a primary election for Council is not necessary, the names of the qualified candidates for Council shall be placed on the regular election ballot, unless otherwise specified by paragraph (h) below. The ballot for the primary election shall contain the names of all the qualified candidates for Council and shall instruct electors to cast a number of votes for Council not greater than the number of the open Council positions, with a maximum of one vote per candidate.
- (e) *Regular Election.* The ballot for the regular election shall contain the names of the two (2) candidates for Mayor who received the most votes in the primary election. The ballot for the regular election shall also contain the names of the qualified candidates for Council. However, if a primary election for Council is held, the regular election ballot shall contain the names of the qualified candidates receiving the most votes in the primary election, provided that the number of candidates placed on the regular election ballot shall not exceed two (2) times the number of open Council positions. The ballot shall instruct electors to cast one (1) vote for Mayor and to cast a number of votes for the Council not greater than the number of the contested Council positions, with a maximum of one vote per candidate. The candidate for Mayor receiving the most votes shall be the duly elected Mayor. The candidates for Council receiving the most votes shall be duly elected to the positions on the Council which are up for election.
- (f) *Special elections.* Special elections, when required, shall be scheduled by the Council at such times and in such manner as shall be consistent with this Charter.
- (g) *Tie Votes.* If the mayoral or Council primary election results in two or more candidates receiving a tie vote such that the number of candidates to be placed on the mayoral or Council

ballot for the regular election would exceed the limitations in subsection (e), all candidates receiving a tie vote shall be listed on the mayoral and Council ballot for the general election and the limitations in subsection (e) shall not apply. If a tie vote occurs in the regular election between two (2) or more candidates for either the office of Mayor or Councilmember, the tie vote shall be decided by lot under the direction of the Village Clerk.

- (h) *Single candidates.* In the event that the number of persons who qualify as candidates for the Council Member positions to be filled at an election is equal to or less than the number of positions to be filled at such election, those positions shall not be listed on the primary or regular election ballot. No election for Mayor shall be required in any election if there is only one duly qualified candidate for Mayor. The duly qualified candidates shall be deemed elected.
- (i) *Absentee votes.* Absentee voting will be permitted as provided by the laws of the State and under such conditions as may be prescribed by ordinance from time to time; provided, however, that no ordinance shall limit the right to vote by absentee ballot available under State law.
- (j) *Commencement of terms.* The term of office of any elected official will commence seven (7) days following the day of the regular election or special election at which s/he is elected.

Amendment No. 6.

Section 7.08. - Courtesy Electronic Public Notice.

In addition to all other public notice requirements provided by law, the Village shall provide a courtesy public notice for all regular Council meetings, workshops, sunshine meetings, or other meetings requiring public notice under Florida law, this Charter, or the Village Code of Ordinances on the Village's website or through other similar means of electronic communication. Such public notice shall advise of the time, place, and nature of the meeting. Notwithstanding the foregoing, failure to post such public notice on the Village's website or through other similar means of electronic communication shall not constitute mandatory grounds for cancelling the meeting or rendering invalid any determination made at such meeting.

Amendment No. 7.

Section 7.09. - Supplemental Open Meeting Requirements.

After the November 2022 regular election, the Village Council shall adopt an ordinance establishing supplemental procedures and guidelines to ensure compliance with open meeting laws. Every two years thereafter, the Village Council shall review the ordinance to determine if any modifications to the ordinance are necessary.



V I L L A G E O F K E Y B I S C A Y N E

Village Council

Michael W. Davey, *Mayor*

Brett G. Moss *Vice Mayor*

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

CHARTER REVISION COMMISSION TUESDAY, JANUARY 11, 2022

7:00 P.M.

1. CALL TO ORDER/ROLL CALL OF MEMBERS

- 2. PUBLIC COMMENTS:** *There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please call (305) 365-7569 or (312) 626-6799, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.*

3. ELECTION OF VICE CHAIRMAN

4. OVERVIEW BY VILLAGE ATTORNEY

5. DATES AND TIMES OF MEETINGS

6. OTHER BUSINESS/GENERAL DISCUSSION

7. ADJOURNMENT

88 West McIntyre Street • Suite 200 • Key Biscayne, Florida 33149 • (305) 365-5506 • Fax (305) 365-8914

MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."

www.keybiscayne.fl.gov

I. ANY PERSON WISHING TO ADDRESS THE CHARTER REVISION COMMISSION 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 CHARTER REVISION COMMISSION 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 CHARTER REVISION COMMISSION ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

V. ONE OR MORE COUNCILMEMBERS MAY ATTEND THIS MEETING.

MINUTES

CHARTER REVISION COMMISSION VILLAGE OF KEY BISCAYNE, FLORIDA

TUESDAY, JANUARY 11, 2021

COUNCIL CHAMBER
560 CRANDON BOULEVARD

The meeting was called to order at 7:00 p.m. Present were Commission Members Jennifer Buttrick, Marco Gomez, Jud Kurlancheek, Joe Rasco and Chairman Allison McCormick. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorneys Chad Friedman and Roger Pou.

Chairman McCormick opened for public comments. There were no residents that addressed the Commission.

Attorney Friedman notified the Commission that historically the sitting Councilmember on the Commission presides as the Chairman but that it is not mandatory and asked if any Members would like to take action at this time and no action was taken.

Chairman McCormick addressed the Commission opening the floor for nominations for Vice Chairman. Member Gomez made a motion to nominate Member Kurlancheek as Vice Chairman. The motion was seconded by Chairman McCormick and approved by unanimous vote with one abstention. Member Kurlancheek abstained from the vote.

Attorney Friedman addressed the Commission giving an overview of the process for Charter Revision and stated that the Commission's Final Report is due by April 1, 2022. The Commission will present the Final Report to Council at the April 8, 2022 Regular Council Meeting.

Attorney Friedman stated that the Commission is required to review the Charter every ten (10) years and that this is the Village's opportunity to review the Village's constitution. The Charter is available on the Village's website at www.keybiscayne.fl.gov. Residents can send in their

questions regarding the Charter Revision Commission to Chairman McCormick or the Village Clerk.

Attorneys Pou and Friedman addressed the Commission giving an overview of the Sunshine Laws, Public Records Laws and Ethics Laws that are applicable to all Charter Revision Commission Members. Attorney Friedman stated that follow up memorandums regarding the above laws will be distributed to Commission Members.

Attorney Friedman addressed the Commission stating a minimum of three (3) Commission Members will need to be present in the Council Chamber in order to establish quorum and to take action on any motions.

The Commission set the following meeting schedule with each meeting duration no longer than two hours:

Tuesday, January 25, 2022	9:00 a.m.	Articles I, II and III
Thursday, February 10, 2022	6:00 p.m.	Articles IV and V
Tuesday, March 1, 2022	9:00 a.m.	Articles VI and VII
Thursday, March 10, 2022	6:00 p.m.	Review
Monday, March 28, 2022*	9:00 a.m.	*Optional Meeting Date if needed

The Village Clerk was directed to distribute to Commission Members the Final Reports and Commission Meeting Minutes from previous Charter Revision Commissions.

There was discussion from the Commission and Attorney Friedman regarding the number of Charter Revision Amendments proposed and passed historically in the Village.

Attorney Friedman stated that in the event the Commission finishes with the articles that they are working on at each meeting, they will move on to the next article.

The meeting was adjourned at 7:42 p.m.

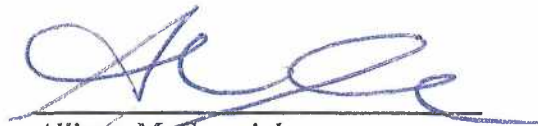
Respectfully submitted:


Jocelyn B. Koch
Village Clerk



Approved by the Commission

this 25th day of January 2022:



Allison McCormick
Chairman

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CHARTER REVIEW COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING, 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 BISCAYNE

Village Council

Michael W. Davey, *Mayor*

Brett G. Moss *Vice Mayor*

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

CHARTER REVISION COMMISSION TUESDAY, JANUARY 25, 2022

9:00 A.M.

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. **PUBLIC COMMENTS:** *There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please call (305) 365-7569 or (312) 626-6799, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.*

4. APPROVAL OF MINUTES:

TAB 1

A. JANUARY 11, 2022 MINUTES

5. Articles I, II, III and IV:**TAB 2****Corporate Existence, Form of Government, Boundary and Powers**

- Section 1.01. Corporate Existence.
- Section 1.02. Form of Government.
- Section 1.03. Corporate Boundary/MAP.
- Section 1.04. Powers.
- Section 1.05. Construction.
- Section 1.06. Capitalization

Village Council; Mayor

- Section 2.01. Village Council.
- Section 2.02. Mayor and Vice Mayor.
- Section 2.03. Election and term of office.
- Section 2.04. Qualifications.
- Section 2.05. Vacancies; forfeiture of office; filling of vacancies.
- Section 2.06. Recall.
- Section 2.07. No compensation; reimbursement for expenses.

Administrative

- Section 3.01. Village Manager.
- Section 3.02. Appointment; removal; compensation.
- Section 3.03. Powers and duties of the Village Manager.
- Section 3.04. Village Clerk.
- Section 3.05. Village Attorney.
- Section 3.06. Village Code of administrative regulations.
- Section 3.07. Expenditure of Village funds.
- Section 3.08. Competitive bid requirement.
- Section 3.09. Removal of Council Appointees.

Legislative

- Section 4.01. Council Meeting Procedure.
- Section 4.02. Prohibitions.
- Section 4.03. Action requiring an ordinance.
- Section 4.04. Emergency ordinances.
- Section 4.05. Annual budget adoption.
- Section 4.06. Fiscal year.
- Section 4.07. Appropriation amendments during the fiscal year.
- Section 4.08. Authentication, recording and disposition of ordinances; resolutions, and charter amendments.
- Section 4.09. Tax levy.
- Section 4.10. Borrowing.

- Section 4.11. Revenue Sharing.
- Section 4.12. Village boards and agencies.
- Section 4.13. Village Code, Ordinances and Resolutions.
- Section 4.14. Special Assessments.
- Section 4.15. Approved by Vote of Electors Required for Amendments to Land Development Regulations.

6. OTHER BUSINESS/GENERAL DISCUSSION

7. SCHEDULE OF FUTURE MEETINGS:

- A. COMMISSION MEETING
THURSDAY, FEBRUARY 10, 2022, 6:00 P.M., COUNCIL CHAMBER
- B. COMMISSION MEETING
TUESDAY, MARCH 1, 2022, 9:00 A.M., COUNCIL CHAMBER
- C. COMMISSION MEETING
THURSDAY, MARCH 10, 2022, 6:00 P.M., COUNCIL CHAMBER
- D. COMMISSION MEETING*
MONDAY, MARCH 28, 2022, 9:00 A.M., COUNCIL CHAMBER

*This meeting date has been set if needed by the Commission.

8. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE CHARTER REVISION COMMISSION 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.

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V. IN THE EVENT THE COMMISSION FINISHES WITH THE ARTICLE THAT THEY ARE WORKING ON, THEY WILL MOVE ON TO THE NEXT ONE. THE ABOVE MEETINGS ARE SUBJECT TO CHANGE. PLEASE CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-365-5506 FOR CONFIRMATION.

VI. ONE OR MORE COUNCILMEMBERS MAY ATTEND THIS MEETING.

MINUTES

CHARTER REVISION COMMISSION VILLAGE OF KEY BISCAYNE, FLORIDA

TUESDAY, JANUARY 25, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

The meeting was called to order by the Chairman at 9:04 a.m. Present were Commission Members Jennifer Buttrick, Marco Gomez, Joe Rasco, Vice Chairman Jud Kurlancheek and Chairman Allison McCormick. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorneys Chad Friedman and Roger Pou.

Chairman McCormick led the Pledge of Allegiance.

Chairman McCormick opened for public comments. There were no speakers present. Chairman McCormick closed public comments.

Chairman McCormick requested for today's meeting agenda to review Articles I, II and III only.

Vice Chairman Kurlancheek requested to amend the minutes of the January 11, 2022 Meeting to include the abstention voter's name. There was no objection to this request.

Vice Chairman Kurlancheek made a motion to approve the minutes of the January 11, 2022 Meeting, as amended. The motion was seconded by Member Rasco and approved by a 5-0 voice vote. The vote was as follows: Commissioner Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

There was discussion from the Commission and Attorney Friedman regarding the process for reviewing the Charter.

It was the consensus of the Commission to go through the entire Charter, to give as much input as possible on articles discussed and at the final meeting to decide the exact language for any proposed amendments to the Charter.

Attorney Pou addressed the Commission stating that there is a Commission Meeting scheduled for March 10, 2022 dedicated to reviewing all proposed amendments to the Charter, if any, and that there is an optional Commission Meeting scheduled for March 28, 2022 for reviewing, if needed.

Article 1

Section 1.01 *Corporate Existence*- no discussion

Section 1.02 *Form of Government* - no discussion

Section 1.03 *Corporate Boundary/MAP*- no discussion

Section 1.04 *Powers*– no discussion

Section 1.05 *Construction*– no discussion

Section 1.06 *Capitalization*– no discussion

Article II

Section 2.01 *Village Council*- no discussion

Section 2.02 *Mayor and Vice Mayor*-no discussion

Section 2.03 *Election and term of office*-

Member Gomez addressed the Commission regarding the qualifying fee and the process of becoming a candidate and requested if anything can be done to help facilitate and streamline this process.

Attorney Friedman addressed the Commission stating that the candidate process is driven by Florida State election laws and Miami-Dade County election laws. The Attorney stated that this is a common issue regarding qualifying and will report back to the Commission at the next scheduled meeting.

Member Buttrick addressed the Commission suggesting creating running for seats and that the candidates would need to receive 50% of the vote in order to win and if not, the election would go to a runoff.

There was extensive discussion from the Commission regarding Councilmembers becoming Councilmembers with only 13% of the vote, incumbency and reaching out to other municipalities for feedback on their elections and running for seats.

It was the consensus of the Commission to place Section 2.03 for further discussion at the end of the agenda for the February 10, 2022 Commission Meeting.

Section 2.04 *Qualifications* –

Vice Chairman Kurlancheek addressed the Commission regarding extending the residency requirement from one year to three years.

There was discussion from the Commission regarding the above item.

Attorneys Friedman and Pou addressed the Commission stating that additional research would need to be done regarding the above item and that they will report back to the Commission at the March 10, 2022 Commission Meeting.

Vice Chairman Kurlancheek addressed the Commission regarding extending the time period before a former Councilmember can run again for office. There was discussion from the Commission regarding the above item. Vice Chairman Kurlancheek withdrew the discussion item.

Vice Chairman Kurlancheek addressed the Commission regarding reducing the number of Councilmembers from seven to five and concerns of accessibility for civic engagement. There was discussion from the Commission regarding the above item. Vice Chairman Kurlancheek withdrew the discussion item.

It was the consensus of the Commission to place Section 2.04 for review for the March 10, 2022 Meeting agenda. The Attorney will report back to the Commission regarding Section 2.04 after further research.

Section 2.05 *Vacancies; forfeiture of office; filling of vacancies*

Member Rasco addressed the Commission regarding virtual participation by a Councilmember counting towards the attendance requirement in the Charter.

Attorneys Friedman and Pou addressed the Commission stating that the Council passed a motion stating that Councilmembers can participate virtually during the current State of Emergency and that virtual attendance counts towards the attendance requirement in the Charter. A quorum of at least four Councilmembers needs to be in the Council Chamber in person, in order to establish a quorum.

There was discussion from the Commission regarding the above items, access to local government and concerns for future virtual attendances by Councilmembers.

It was the consensus of the Commission that the attendance requirement is not a concern at this time.

Member Rasco addressed the Commission regarding newspaper advertisements and requested adding the electronic posting of newspaper advertisements. Member Rasco's request is in reference to this section in the Charter and throughout the Charter where applicable. Member Rasco also discussed that the newspaper advertisement also include language saying that the advertisement is being posted electronically as well.

There was discussion from the Commission regarding the above items and having the same number of days required for electronic posting of advertisements as there are for newspaper advertisements.

There was discussion from the Commission regarding Committee, Council Workshops and Zoning Meetings being available virtually for resident accessibility and participation.

The Attorney addressed the Commission regarding the above items.

It was the consensus of the Commission to update the Charter throughout where it calls for a newspaper advertising requirement and that the Charter also include an electronic posting.

Attorney Friedman addressed the Commission requesting clarification that the electronic posting of the advertisements would be on the Village's website.

It was the consensus of Council that the Village's website qualifies for the electronic posting of newspaper advertising requirements.

Vice Chairman Kurlancheek addressed the Commission requesting a two-week advance notice of electronic postings of all Zoning Hearings.

There was discussion from the Commission and the Attorney regarding the above item.

It was the consensus of the Commission to ask that the Manager consider posting future Zoning Hearings in advance electronically.

Member Rasco addressed the Commission regarding filling of vacancies and amending the language to say if there is less than 12 months remaining in the unexpired term rather than 6 months.

The Attorney addressed the Commission regarding a prior filling Council vacancies amendment which had failed to pass the electorate.

Member Rasco addressed the Commission regarding adding more flexibility in the Charter for subsection (ii) regarding holding a special election.

There was discussion from the Commission and the Attorney regarding the above item, minimizing costs due to special elections and that the Miami-Dade County Elections Department supersedes the Village's Charter regarding when elections can occur in the Village.

It was the consensus of the Commission to do more research and discuss this item at a future Commission meeting and to have the Clerk circulate the amendment that failed regarding the filling of vacancies which was initiated by the Village Council.

Attorney Friedman addressed the Commission regarding conferring with the Miami-Dade County Elections Department and will report back with some specific points regarding the above items.

Member Rasco addressed the Commission regarding subsection (vi) and the Florida Governor's appointment powers.

Attorney Pou addressed the Commission regarding the above item and the governor having special appointment powers under Florida State law.

Section 2.06 Recall –

Vice Chairman Kurlancheek addressed the Commission regarding recall of an elected official under the Charter.

There was discussion from the Commission and Attorney Friedman regarding the recall process and the process following Florida State statutes.

Vice Chairman Kurlancheek addressed the Village administration regarding posting Advisory Board Meeting notices electronically.

There was discussion from the Commission and the Clerk regarding the above item.

The Manager addressed the Commission regarding improving the posting of these meetings electronically on the website.

Section 2.07 No compensation; reimbursement for expenses-

Member Rasco addressed the Commission regarding compensation and reimbursement for expenses.

There was extensive discussion from the Commission regarding the above items, possible additional benefits, expanding the costs for expenses, dollar limits for expenses, volunteerism and transparency.

Member Buttrick will discuss with Attorney Friedman and report back to the Commission regarding reimbursement of expenses.

Article III

Section 3.01 Village Manager-

Vice Chairman Kurlancheek addressed the Commission suggesting the Village Manager should reside in the Village or own property in the Village but to exempt the current Village Manager from this requirement.

There was extensive discussion from the Commission regarding the above suggestion, possibly limiting the pool of Village Manager candidates by being too constrictive and that the Council can consider this during the hiring process, Village Manager community involvement and not needing this language in the Charter. Vice Chairman Kurlancheek withdrew the suggestion.

At this time Vice Chairman Kurlancheek addressed the Commission regarding the Advisory Board nominating procedure and that the Manager assigns the staff liaisons.

Attorneys Friedman and Pou addressed the Commission regarding the above item and that this is covered under the current Advisory Board Ordinance and under Section 3.03.(2).

- Section 3.02** *Appointment; removal; compensation-* no discussion
Section 3.03 *Powers and duties of the Village Manager-* no discussion
Section 3.04 *Village Clerk-* no discussion
Section 3.05 *Village Attorney-* no discussion
Section 3.06 *Village Code of administrative regulations-* no discussion
Section 3.07 *Expenditure of Village funds-* no discussion
Section 3.08 *Competitive bid requirement-* no discussion
Section 3.09 *Removal of Council Appointees-* no discussion

There was discussion from the Commission and the Attorney regarding all of the sections of Articles I, II and III of the Village Charter that were discussed this morning.

At this time Attorney Friedman addressed the Commission reporting that Florida case law has determined that a more than one year residency requirement would be in violation of the Equal Protection Clause and recommended keeping the residency requirement to one year.

The meeting was adjourned at 10:25 a.m.

Respectfully submitted:


Jocelyn B. Koch
Village Clerk



Approved by the Commission
this 10th day of February 2022:


Allison McCormick
Chairman

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VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*

Brett G. Moss *Vice Mayor*

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

CHARTER REVISION COMMISSION THURSDAY, FEBRUARY 10, 2022

6:00 P.M.

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. **PUBLIC COMMENTS:** *There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please call (305) 365-7569 or (312) 626-6799, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.*

4. APPROVAL OF MINUTES:

TAB 1

A. JANUARY 25, 2022 MINUTES

5. Articles IV and V:**Legislative**

- Section 4.01. Council Meeting Procedure.
- Section 4.02. Prohibitions.
- Section 4.03. Action requiring an ordinance.
- Section 4.04. Emergency ordinances.
- Section 4.05. Annual budget adoption.
- Section 4.06. Fiscal year.
- Section 4.07. Appropriation amendments during the fiscal year.
- Section 4.08. Authentication, recording and disposition of ordinances; resolutions, and charter amendments.
- Section 4.09. Tax levy.
- Section 4.10. Borrowing.
- Section 4.11. Revenue Sharing.
- Section 4.12. Village boards and agencies.
- Section 4.13. Village Code, Ordinances and Resolutions.
- Section 4.14. Special Assessments.
- Section 4.15. Approved by Vote of Electors Required for Amendments to Land Development Regulations.

Elections

- Section 5.01. Elections.
- Section 5.02. Initiative and referendum.
- Section 5.03. Form of ballots.

6. OTHER BUSINESS/GENERAL DISCUSSION

- A. Section 2.03. Election and term of office

7. SCHEDULE OF FUTURE MEETINGS:

- A. COMMISSION MEETING
TUESDAY, MARCH 1, 2022, 9:00 A.M., COUNCIL CHAMBER
- B. COMMISSION MEETING
THURSDAY, MARCH 10, 2022, 6:00 P.M., COUNCIL CHAMBER
- C. COMMISSION MEETING*
MONDAY, MARCH 28, 2022, 9:00 A.M., COUNCIL CHAMBER

*This meeting date has been set if needed by the Commission.

8. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE CHARTER REVISION COMMISSION 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 CHARTER REVISION COMMISSION 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 CHARTER REVISION COMMISSION ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

V. IN THE EVENT THE COMMISSION FINISHES WITH THE ARTICLE THAT THEY ARE WORKING ON, THEY WILL MOVE ON TO THE NEXT ONE. THE COMMISSION MAY ALSO REVIEW ITEMS PREVIOUSLY DISCUSSED IN PRIOR COMMISSION MEETINGS. THE ABOVE MEETINGS ARE SUBJECT TO CHANGE. PLEASE CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-365-5506 FOR CONFIRMATION.

VI. ONE OR MORE COUNCILMEMBERS MAY ATTEND THIS MEETING.

MINUTES

CHARTER REVISION COMMISSION VILLAGE OF KEY BISCAYNE, FLORIDA

TUESDAY, FEBRUARY 10, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

The meeting was called to order by the Chairman at 6:01 p.m. Present were Commission Members Jennifer Buttrick, Marco Gomez, Joe Rasco, Vice Chairman Jud Kurlancheek and Chairman Allison McCormick. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

Chairman McCormick led the Pledge of Allegiance.

Chairman McCormick opened for public comments. Ann Taintor, 170 Ocean Lane Drive; Shakeyla Flores with Bercow, Radell, Fernandez, Larkin & Tapanes, PLLC 200 South Biscayne Boulevard and Tony Winton, 121 Crandon Boulevard addressed the Commission. Chairman McCormick closed public comments.

Member Buttrick requested to amend the minutes of the January 25, 2022 Meeting to clarify that on page 3, in the 4th paragraph, "Vice Chairman Kurlancheek addressed the Commission..." and to add the following sentence to the end of the paragraph, "Vice Chairman Kurlancheek withdrew the discussion item."

Member Rasco made a motion to approve the minutes of the January 25, 2022 Meeting, as amended. The motion was seconded by Chairman McCormick and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

The Attorney addressed the Commission regarding the Meeting's review process.

Article IV

Section 4.01 *Council Meeting Procedure-*

Member Rasco addressed the Commission regarding subsection (b) in that the keeping of minutes open for public inspection is a duty under the Clerk's office but that it is not listed here. There was discussion from the Commission and the Attorney regarding the above item and that this responsibility is listed under the Village Clerk in Section 3.04 of the Charter. There was no further discussion regarding this section.

Vice Chairman Kurlancheek addressed the Commission regarding subsection (c), virtual attendance and quorum. There was discussion from Vice Chairman Kurlancheek and the Attorney regarding the above items and that participating virtually counts towards attendance but does not count towards establishing quorum. There was no further discussion regarding this section.

Section 4.02 *Prohibitions-no discussion*

Section 4.03 *Action requiring an ordinance-*

Vice Chairman Kurlancheek addressed the Commission regarding item (9), the process for approving a Capital Project in excess of \$500,000. There was extensive discussion from the Commission, the Manager and the Attorney regarding the above item and electronic posting of notifications, advertising requirements, the background history of this amendment and rising costs due to inflation.

Vice Chairman Kurlancheek made a motion to increase the threshold amount from \$500,000 to \$1,000,000 for Second Reading Notice requirements for Capital Projects. The motion was seconded by Member Gomez and approved by a 5-0 voice vote. The vote was as follows: Commissioner Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

There was discussion from the Attorney and the Manager regarding adding a possible global provision for posting notifications on the Village's website.

Section 4.04 *Emergency ordinances-*

Vice Chairman Kurlancheek addressed the Commission regarding Council possibly having difficulty establishing quorum in emergency situations. There was discussion from the Commission and the Attorney regarding the above item and that this is addressed by the Village administration's Emergency Operations Center (EOC) plan if there is an emergency or disaster situation. There was no further discussion regarding this section.

Section 4.05 *Annual budget adoption-no discussion*

Section 4.06 *Fiscal year-no discussion*

Section 4.07 *Appropriation amendments during the fiscal year-no discussion*

Section 4.08 *Authentication, recording and disposition of ordinances; resolutions, and charter amendments-*

Member Rasco addressed the Commission regarding subsection (c) and the cost of printing ordinances, resolutions, the Village Charter and the Village Code of Ordinances for free rather than for purchase at a reasonable price. There was extensive discussion from the Commission regarding the above item. It was the consensus of the Commission to place Section 4.08 for further discussion for the March 10, 2022 Commission Meeting.

The Attorney addressed the Commission reporting that this provision provides a way for Council to adopt a procedure to address the requests for large document retrievals.

Section 4.09 *Tax levy-no discussion*

Section 4.10 *Borrowing-*

There was discussion from the Commission, the Attorney and the Manager regarding borrowing and the history of the amendments in this section that were added over time, the construction of civic buildings and the definition of debt.

There was additional discussion from the Commission and the Attorney regarding the debt cap, what other municipalities are doing in regard to debt and the Rickenbacker Causeway.

Member Buttrick addressed the Commission regarding possibly having an amendment to the Charter that would allow for a referendum to exceed the debt cap, to be held at any time, in order to give flexibility for purchasing opportunities for the Village that were time sensitive.

At this time, Vice Chairman Kurlancheek addressed the Manager regarding the current schedule of projects for the Village. There was discussion from the Manager, the Attorney and the Commission regarding the above item, timelines for projects and exempted items from the debt cap and special assessments. It was the consensus of the Commission to gather more information on the above topics and continue the discussion of Section 4.10 for the March 10, 2022 at the end of the agenda.

The Manager addressed the Commission regarding the debt cap and that the Village administration could provide any needed additional information regarding this item.

Chief Financial Officer Benjamin Nussbaum addressed the Commission regarding the 1% of the assessed value over the 15% of the Village's general fund budget. There was discussion from the Commission regarding the above item. There was no further discussion regarding this section.

Member Rasco addressed the Commission and the Attorney regarding Subsection (c) i and emergency relief for natural disasters. The Attorney will report back on this subsection at a future time to be determined.

Section 4.11 *Revenue Sharing-*

Member Gomez addressed the Commission regarding revenue sharing, MAST Academy and this section being restrictive. There was discussion from the Commission and the Attorney regarding the above items. There was no further discussion regarding this section.

Section 4.12 *Village boards and agencies-*

Vice Chairman Kurlancheek addressed the Commission regarding the filing of final reports by Advisory Boards. There was discussion from the Commission and the Attorney regarding the above item. There was no further discussion regarding this section.

Section 4.13 *Village Code, Ordinances and Resolutions-*

Member Rasco addressed the Commission regarding following the Miami-Dade County Code and Ordinances and Resolutions. There was discussion from the Commission, the Attorney and the Manager regarding the above items. The Attorney will report back on this section at a future time to be determined.

Section 4.14 *Special Assessments-*

The Attorney addressed the Commission regarding Section 4.14 as being unique to the Village. There was discussion from the Commission and the Attorney regarding the above item, the one vote per property and the history of this amendment. There was no further discussion regarding this section.

**Section 4.15 *Approved by Vote of Electors Required for Amendments
to Land Development Regulations-***

Vice Chairman Kurlancheek addressed the Attorney regarding zoning amendments and those requiring a referendum in order to be able to proceed. There was extensive discussion from the Commission and the Attorney regarding the above item and residential density, height restrictions, land development regulations and zoning restrictions in other local municipalities. There was also discussion regarding base flood elevations, variances, definitions and uses, floor area ratio and zoning restrictions regarding the building of schools. The Attorney addressed the Commission regarding having Village staff attend and report back at the next Commission Meeting regarding this section. It was the consensus of the Commission to continue to review this section for possible charter amendments.

The Attorney addressed the Commission reporting that for Section 4.10, subsection (c) i, the Florida Supreme Court ruled that a pandemic is a natural emergency.

Article V

Section 5.01 *Elections-*

Vice Chairman Kurlancheek addressed the Commission regarding the history of mayors running unopposed for reelection. There was extensive discussion regarding runoffs, majority vote and how other local municipalities run their elections and voter input.

Member Rasco made a motion to extend the Commission Meeting to 8:15 p.m. The motion was seconded by Member Gomez and approved by a 5-0 voice vote. The vote was as follows: Commissioner Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

There was additional discussion from the Commission and the Attorney regarding running for seats, majority vote, hybrid voting options, tie votes, primary elections, vacancy and when existing terms expire. It was the consensus of the Commission to continue the discussion of Article V at the beginning of the March 1st Commission Meeting agenda.

The meeting was adjourned at 8:15 p.m.

Respectfully submitted:



Jocelyn B. Koch
Village Clerk



Approved by the Commission
this 1st day of March 2022



Allison McCormick
Chairman

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VILLAGE OF KEY BISCAINE

Village Council

Michael W. Davey, *Mayor*

Brett G. Moss *Vice Mayor*

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

CHARTER REVISION COMMISSION TUESDAY, MARCH 1, 2022

9:00 A.M.

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. **PUBLIC COMMENTS:** *There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please call (305) 365-7569 or (312) 626-6799, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.*

4. APPROVAL OF MINUTES:

TAB 1

A. FEBRUARY 10, 2022 MINUTES

5. Article V *(Continued from the February 10, 2022 Commission Meeting):***Elections**

- Section 5.01. Elections.
- Section 5.02. Initiative and referendum.
- Section 5.03. Form of ballots.

6. Articles VI and VII:**Charter Amendments**

- Section 6.01. Charter Amendments.
- Section 6.02. Procedure to amend.
- Section 6.03. Form of ballot.

General Provisions

- Section 7.01. No casino gambling.
- Section 7.02. Severability.
- Section 7.03. Conflicts of interest; ethical standards.
- Section 7.04. Village personnel system; merit principle.
- Section 7.05. Grants and charitable contributions.
- Section 7.06. Charter revision
- Section 7.07. Variation of pronouns.

7. OTHER BUSINESS/GENERAL DISCUSSION

- A. NONE

8. SCHEDULE OF FUTURE MEETINGS:

- A. COMMISSION MEETING
THURSDAY, MARCH 10, 2022, 6:00 P.M., COUNCIL CHAMBER
- B. COMMISSION MEETING*
MONDAY, MARCH 28, 2022, 9:00 A.M., COUNCIL CHAMBER

*This meeting date has been set if needed by the Commission.

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VI. ONE OR MORE COUNCILMEMBERS MAY ATTEND THIS MEETING.

MINUTES

CHARTER REVISION COMMISSION VILLAGE OF KEY BISCAYNE, FLORIDA

TUESDAY, MARCH 1, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

The meeting was called to order by the Chairman at 9:03 a.m. Present were Commission Members Jennifer Buttrick, Marco Gomez, Joe Rasco, Vice Chairman Jud Kurlancheek and Chairman Allison McCormick. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorneys Chad Friedman and Roger Pou.

Chairman McCormick led the Pledge of Allegiance.

Chairman McCormick opened for public comments. Betty Conroy, 785 Crandon Boulevard addressed the Commission. Chairman McCormick closed public comments.

Chairman McCormick addressed the Commission stating that Chief Financial Officer Benjamin Nussbaum and Building, Zoning and Planning Director Jeremy Calleros Gauger are in attendance to answer any questions regarding the debt cap or zoning items that will be reviewed at the March 10, 2022 Commission Meeting for possible Charter amendments. Chairman McCormick also stated the Commission will most likely need to meet at the March 28, 2022 Commission Meeting to review final ballot language.

Member Rasco addressed the Manager regarding revenue. The Manager addressed the Commission regarding the percentage of revenue and denominators for revenue. There was extensive discussion from the Commission regarding the above items and possible Charter amendments so that items could be approved by a supermajority vote of Council, possibly excluding resiliency projects, the debt cap percentage amount, if the Village should have a debt cap, and possibly a charter amendment to put in a provision that allows the debt cap to be exceeded

when approved by a vote of the electorate without having to amend the Charter. Attorney Pou will report back on supermajority votes of Council at the March 10, 2022 Commission Meeting.

CFO Nussbaum addressed the Commission regarding the existing debt cap which is the assessed taxable value of the Village at \$8.3 Billion which allows for \$83 Million of borrowing and that the Village currently has \$9 Million dollars of outstanding debt. CFO Nussbaum stated that there are three different scenarios one could review: (1) leave it as a percentage of the assessed value which could be 1%, 2% or 3% (2) or as a percentage of operating expenses so that debt cannot exceed 5%, 10% or 15% (3) or maybe exclude the general obligation debt altogether. Municipalities do one of the three scenarios above if they even have a debt cap at all. There was extensive discussion from the Commission regarding the above items.

Chairman McCormick addressed the Commission requesting that Commission Member's report back at the March 10, 2022 Commission Meeting with one's philosophical standing on the debt cap. Chairman McCormick addressed CFO Nussbaum requesting an email on the options presented this morning so that the Commission can review this information before the March 10, 2022 Commission Meeting. The Manager addressed the Commission requesting if there are any additional questions to please let him know so that the information can be prepared for the Commission's review.

There was discussion from the Commission regarding the historical context of the debt cap's adoption into the Charter.

Director Calleros Gauger addressed the Commission regarding land use and zoning regulations and requested flexibility in the zoning code to address resiliency and sea rise issues. There was extensive discussion from the Commission regarding the above items and if the administration could report back on specific language options to propose or recommend at the March 10, 2022 Commission Meeting. Attorney Pou stated that the attorneys will work with staff regarding any proposed Charter amendment language for Section 4.15.

Attorney Friedman addressed the Commission regarding supermajority votes of Council and recommended not having a proposed requirement be a unanimous one.

Chairman McCormick made a motion to approve the minutes of the February 10th 2022 Meeting. The motion was seconded by Member Gomez and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Article V

Section 5.01 Elections -

Chairman McCormick addressed the Commission regarding having a percentage of voter approval for elected representatives, running for seats, narrowing down candidates in a Primary election and wanting to make the election process a positive one but that it is not the job of the Charter but the job of the community. There was extensive discussion from the Commission regarding the above

items, Primary elections having lower voter turnouts and runoffs. It was the consensus of the Commission to place Section 5.01 on the agenda for the March 10, 2022 Commission Meeting.

Section 5.02 *Initiative and referendum*-no discussion

Section 5.03 *Form of ballots* – no discussion

Article VI

Section 6.01 *Charter Amendments*-no discussion

Section 6.02 *Procedure to amend* – Member Buttrick addressed the Commission regarding public comments given earlier in the evening and possibly adding language to this section clarifying that a Charter Revision Commission is another mode in making charter amendments. Attorneys Pou and Friedman stated there would be no real legal effect because this provision for the Charter Revision Commission is covered in Section 7.06. Attorney Friedman recommended if the Commission wanted to proceed with this clarification, the proposed language should state that Charter amendments should be in the form of a resolution and not an ordinance. It was the consensus of the Commission to place Section 6.02 on the agenda for the March 10, 2022 Commission Meeting.

Section 6.03 *Form of ballot* – no discussion

Article VII

Section 7.01 *No casino gambling*-

Vice Chairman Kurlancheek addressed Attorneys Pou and Friedman regarding the above section and internet gambling. Attorney Friedman addressed Vice Chairman Kurlancheek stating that casino gambling is considered a physical presence. There was no further discussion regarding this section.

Section 7.02 *Severability*- no discussion

Section 7.03 *Conflicts of interest; ethical standards*- no discussion

Section 7.04 *Village personnel system; merit principle*- no discussion

Section 7.05 *Grants and charitable contributions*- no discussion

Section 7.06 *Charter revision*-

Attorney Friedman addressed the Commission stating that Member Buttrick, in reviewing the 2012 election results, pointed out that the Charter was not accurate and that the proposed ballot question of having a Charter Revision Commission review the Charter every 10 years instead of every 5 years had actually failed. The former Clerk had sent the 2012 election results to the codifier, but the codifier made an error, and the result was that there was not a Charter Revision Commission in 2017. The current Clerk is addressing this issue with the codifiers. There was discussion from the Commission regarding a possible Charter amendment to review every 10 years instead of every 5 years. It was the consensus of the Commission not to further review this section for a proposed Charter amendment.

Section 7.07 *Variation of pronouns*- no discussion

At this time Chairman McCormick addressed the Commission requesting if there are any further items to be discussed regarding any of the sections of the Charter.

Member Rasco addressed the Attorneys requesting research on how other cities conduct Primary elections and how the process works. Attorney Pou addressed the Commission regarding the above items and will report back at the March 10, 2022 Commission Meeting.

Member Buttrick addressed the Commission regarding the above items and maximizing voter turnout.

Member Buttrick addressed the Commission regarding Section 4.11 and requesting clarification that this provision does not interfere with the Village's ability to participate with Miami-Dade County on addressing the current situation with the Rickenbacker Causeway. Attorney Pou addressed the Commission stating that he did not think this section prohibited the Village and that the impetus regarding this section had to do with municipal revenue sharing regarding ad-valorem taxes county-wide. Member Rasco addressed the Commission regarding the above items and utility taxes. Attorney Friedman will report back on the historical context of the above section at the March 10, 2022 Commission Meeting.

Vice Chairman Kurlancheek addressed the Commission regarding Article VIII. Attorney Friedman stated Article VIII is kept for historical records and does not contain any operational provisions of the Charter. There was discussion from Attorney Friedman and Vice Chairman Kurlancheek regarding having the Clerk speak with the codifiers to possibly remove Article VIII. Vice Chairman Kurlancheek withdrew the request.

Member Rasco addressed the Commission regarding Section 2.05 and vacancies. Attorney Friedman addressed the Commission regarding the following items: vacancies being a two-step process, the resign to run law, the effective date of the vacancy and special elections. There was extensive discussion from the Commission regarding the above items, the history of Mayor's running uncontested in the Village and the length of Mayoral terms. It was the consensus of the Commission not to further review this section for a proposed Charter amendment.

Member Buttrick addressed the Commission requesting to confirm the agenda items to be discussed at the March 10, 2022 Commission Meeting. There was discussion from the Commission, Attorneys Friedman and Pou and the Manager confirming the agenda items for the March 10, 2022 Commission Meeting.

Attorney Friedman addressed the Commission stating proposed Charter amendments may affect multiple sections in the Charter.

Member Buttrick addressed the Commission regarding the debt cap ballot question and that the ballot question did not include what the debt cap percentage amount would be and that the ballot question passed by 168 votes. Attorney Friedman stated that ballot questions are limited to 75

words. There was discussion from the Commission, Attorney Friedman and the Manager regarding the above items. Attorney Friedman will report back at the March 10, 2022 Commission Meeting regarding the historical context of this ballot question and amendment.

Member Buttrick addressed the Commission regarding a public comment given at a prior Commission meeting regarding open government and including this as a possible amendment to the Charter. Vice Chairman Kurlancheek addressed the Commission regarding Sunshine Meetings and having these meetings held in Village Hall, televised and/ or audio recorded, having appropriate staff attend, minutes taken by the Clerk or by other means and public notice posted on the website. Attorney Friedman addressed the Commission stating that a memo had been issued regarding Sunshine Meetings and gave a brief overview of the memo and the process for Sunshine Meetings held by Miami-Dade County. Member Buttrick asked the Attorneys inquiring if other municipalities in Miami-Dade County have open government addressed in their Charters. There was discussion from the Commission and Attorney Friedman regarding the above items and Citizens Bill of Rights. Attorney Friedman will report back on these above items at the March 10, 2022 Commission Meeting.

Member Rasco requested that the Sunshine Meeting memo be distributed to the Commission.

There was discussion from the Commission requesting that the Attorneys circulate Miami-Dade County's Citizens Bill of Rights and any others from local municipalities i.e.: South Miami and Palmetto Bay.

It was the consensus of the Commission to add open government for a possible Charter amendment for the March 10, 2022 Commission Meeting.

Attorney Friedman addressed Vice Chairman Kurlancheek requesting if the Vice Chairman could report back on specifics for a proposed Charter amendment for Sunshine Meetings. Member Rasco addressed the Commission regarding the above item and stated to not be too restrictive in a proposed Charter amendment due to emergency situations.

The meeting was adjourned at 10:55 a.m.

Respectfully submitted:



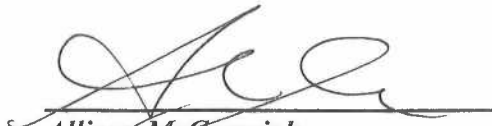
Jocelyn B. Koch
Village Clerk

Approved by the Commission

this 10th day of March 2022:



March 1, 2022



Allison McCormick
Chairman

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V I L L A G E O F K E Y B I S C A Y N E

Village Council

Michael W. Davey, *Mayor*

Brett G. Moss *Vice Mayor*

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

CHARTER REVISION COMMISSION THURSDAY, MARCH 10, 2022

4:00 P.M.

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

- 3. PUBLIC COMMENTS:** *There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please call (305) 365-7569 or (312) 626-6799, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.*

4. APPROVAL OF MINUTES:

TAB 1

A. MARCH 1, 2022 MINUTES

5. REVIEW:**Article II, Village Council; Mayor**

Section 2.03. Election and term of office.

Section 2.07. No compensation; reimbursement for expenses.

Article IV, Legislative

Section 4.03. Action requiring an ordinance.

Section 4.08(c) Authentication, recording and disposition of ordinances; resolutions and charter amendments.

Section 4.10. Borrowing.

Section 4.11. Revenue Sharing.

Section 4.13. Village Code, Ordinances and Resolutions.

Section 4.15. Approved by Vote of Electors Required for Amendments to Land Development Regulations.

Article V, Elections

Section 5.01. Elections.

Article VI, Charter Amendments

Section 6.02. Procedure to amend.

Additional items for Review:

A. A global change throughout the Charter regarding Public Notice requirements by electronic means.

B. Open Government

6. OTHER BUSINESS/GENERAL DISCUSSION

A. NONE

7. SCHEDULE OF FUTURE MEETINGS:

A. COMMISSION MEETING*
MONDAY, MARCH 28, 2022, 9:00 A.M., COUNCIL CHAMBER

*This meeting date has been set if needed by the Commission.

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V. IN THE EVENT THE COMMISSION FINISHES WITH THE ARTICLE THAT THEY ARE WORKING ON, THEY WILL MOVE ON TO THE NEXT ONE. THE COMMISSION MAY ALSO REVIEW ITEMS PREVIOUSLY DISCUSSED IN PRIOR COMMISSION MEETINGS. THE ABOVE MEETINGS ARE SUBJECT TO CHANGE. PLEASE CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-365-5506 FOR CONFIRMATION.

VI. ONE OR MORE COUNCILMEMBERS MAY ATTEND THIS MEETING.

MINUTES

CHARTER REVISION COMMISSION VILLAGE OF KEY BISCAYNE, FLORIDA

THURSDAY, MARCH 10, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

The meeting was called to order by the Chairman at 4:01 p.m. Present were Commission Members Jennifer Buttrick, Marco Gomez, Joe Rasco, Vice Chairman Jud Kurlancheek and Chairman Allison McCormick. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorneys Chad Friedman and Roger Pou.

Chairman McCormick led the Pledge of Allegiance.

Chairman McCormick opened for public comments. There were no speakers present. Chairman McCormick closed public comments.

Member Buttrick requested to amend the minutes of the March 1st, 2022 Meeting to include the following exception when the debt cap was discussed, putting in a provision in the Charter that allows the debt cap to be exceeded when approved by a vote of the electorate. The Clerk will make the addition to the minutes where applicable.

Chairman McCormick made a motion to approve the minutes of the March 1st, 2022 Meeting, as amended. The motion was seconded by Member Buttrick and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Article II, Village Council; Mayor

Section 2.03. *Election and term of office-*

Chairman McCormick addressed the Commission on tonight's meeting process. Member Buttrick requested this section be discussed later in the meeting in conjunction with Section 5.01 Elections. There was no objection to the request.

Section 2.07. *No compensation; reimbursement for expenses-*

Member Buttrick addressed the Commission regarding adding a provision that would allow for expanding the reimbursement of expenses incurred in relation to official Council duties and having this be approved by Council in a transparent and public process.

There was extensive discussion from the Commission and Attorney Friedman regarding the above item.

Member Buttrick made a motion for a proposed Charter amendment for the following: Council Members (including the Mayor) shall serve without compensation but shall receive reimbursement in accordance with applicable law, or may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties subject to the approval of the Village Council. The motion was seconded by Member Gomez and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

There was discussion from Council and Attorney Friedman summarizing the next steps in the Charter revision process.

At the March 28, 2022, Commission Meeting, the Attorneys will present a final report which includes a letter and the proposed Charter amendments with the strikethrough and underlined language of each Charter section for the Commission's approval. The Commission's report is due to Council on April 1, 2022 and will be presented at the April 12th, 2022 Regular Council Meeting. The Commission would need to decide if the Charter amendment questions are to go in the August 23, 2022 Primary Election or the November 8, 2022 General Election. The ballot questions will be drafted at a later date due to the tight timeframe and presented to Council for approval at the May 10th or June 14th 2022 Regular Council Meeting.

Article IV, Legislative

Section 4.03. *Action requiring an ordinance-*

There was discussion from the Commission and Attorney Pou regarding the motion made for this section at the February 10, 2022 Commission Meeting as being previously approved by the Commission to be a Charter amendment.

Section 4.08(c) *Authentication, recording and disposition of ordinances; resolutions and charter amendments-*

There was discussion from the Commission regarding the above section. It was the consensus of the Commission not to have a proposed Charter amendment for this section.

Section 4.10. *Borrowing-*

Member Buttrick addressed the Commission regarding the debt cap and possible Charter amendments for this section.

There was extensive discussion from the Commission, the Manager and Attorneys Friedman and Pou regarding the above section, not changing definitions of debt and increasing the debt cap.

Chief Financial Officer Benjamin Nussbaum addressed the Commission regarding debt service and that the Village is required by the state of Florida to pass a balanced budget regardless.

There was discussion from the Commission, Attorney Friedman and the Manager regarding Florida state law and financial controls.

Member Buttrick made a motion for a Charter amendment to increase the debt cap to 2% of the total assessed value for all property within the Village. The motion was seconded by Member Gomez.

There was discussion from the Commission regarding possibly having two separate ballot questions regarding the debt cap.

The motion was approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Member Buttrick made a motion for a Charter amendment to include a provision that would allow the Village to exceed the debt cap if approved by a vote of the electorate in a referendum. The motion was seconded by Member Rasco and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Section 4.11. *Revenue Sharing-*

Attorney Pou addressed the Commission regarding revenue sharing with Miami-Dade County and the background history of this Charter amendment involving redistributive ad-valorem tax policy.

There was discussion from the Commission regarding the above items.

Member Gomez made a motion to leave this section of the Charter as is. The motion was seconded by Chairman McCormick and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Section 4.13. *Village Code, Ordinances and Resolutions-*

Attorneys Pou and Friedman addressed the Commission regarding this section and the Miami-Dade County Code as it pertains to the Village.

Vice Chairman Kurlancheek made a motion to leave this section of the Charter as is. The motion was seconded by Chairman McCormick and approved by a 5-0 voice vote. The vote was as

follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Section 4.15. *Approved by Vote of Electors Required for Amendments to Land Development Regulations-*

Vice Chairman Kurlancheek addressed the Commission regarding the above section, adult living facilities, zoning changes and regulations.

There was extensive discussion from the Commission and Attorney Friedman regarding this section, zoning districts, floor area ratios and lot coverage and different ways to structure a proposed Charter amendment and how many.

Attorney Pou addressed the Commission reporting that if two Charter amendments pass, the ballot question that receives the most votes in favor would then be adopted.

Chairman McCormick made a motion to add the following language to Section 4.15: unless approved by a supermajority vote of the Council. The motion was seconded by Member Rasco.

Member Rasco addressed the Council regarding resident's voting for Councilmembers.

There was extensive discussion from the Commission and Attorney Friedman regarding having the proposed language for the Charter amendment be a supermajority vote or a vote of 5 out of 7 Councilmembers. Member Buttrick addressed the Commission regarding how to address voting absences and conflicts of interests. Attorney Friedman will report back with the appropriate language to address voting absences or conflicts of interests at the March 28, 2022 Commission Meeting.

The McCormick motion was approved by a 4-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Vice Chairman Kurlancheek and Chairman McCormick voting Yes. Member Rasco was out of the room at the time the vote was taken.

Article V, Elections

Section 2.03. *Election and term of office-* and **Section 5.01.** *Elections-*

Vice Chairman Kurlancheek addressed the Commission regarding extending the residency requirement to two years. Attorney Friedman reported that two years has been deemed unconstitutional by the courts.

There was extensive discussion from the Commission regarding running for seats at-large, majority vote for winning seats, having a primary election for Councilmembers and that the election formats in the Village have been amended over the years.

Attorney Pou addressed the Commission reporting on the type of elections held in Florida City.

Attorney Friedman addressed the Commission reporting on how an election format change would affect the Village's elections.

The Clerk addressed the Commission reporting on the qualifying dates for the 2022 Elections. The qualifying period for the Office of the Mayor begins at 12:00 p.m. (noon) on June 7, 2022 and ends at 12:00 p.m. (noon) on June 17, 2022. The qualifying period for the Office of Councilmember begins at 12:00 p.m. (noon) on August 15, 2022 and ends at 12:00 p.m. (noon) on August 25, 2022. The Primary Election will be held on August 23, 2022 and the General Election will be held on November 8, 2022.

There was discussion from the Commission regarding filing candidate qualifying documents. The Clerk and the Attorney will report back on candidate qualifying rules and procedures.

There was discussion from the Commission regarding having a six-month election cycle.

Vice Chairman Kurlancheek made a motion to have a primary election if there are more than 6 Councilmember candidates or there are double the number of Councilmember candidates to the number of seats available and for the top 6 candidates to go onto the General Election and for the primary election to be held on the same date as Miami-Dade County's primary elections. The motion was seconded by Member Rasco.

There was discussion from the Commission regarding running for seats. Attorneys Pou and Friedman addressed the Commission reporting that a majority of municipalities in Miami-Dade County are decided by running for seats, by regional districts, seats at-large, run-offs or pluralistic elections and discussed examples of elections in other municipalities and their populations.

The Kurlancheek motion was approved by a 3-2 roll call vote. The vote was as follows: Commission Members Buttrick, Rasco and Vice Chairman Kurlancheek voting Yes. Member Gomez and Chairman McCormick voting No.

There was discussion from the Commission and Attorney Friedman regarding clarifying the above motion and running for seats at-large.

Article VI, Charter Amendments

Section 6.02. *Procedure to amend-*

Attorney Pou addressed the Commission reporting that a Charter amendment would add clarifying language that the Charter Revision Commission is another way to amend the Charter.

Additional items for Review:

A. A global change throughout the Charter regarding Public Notice requirements by electronic means.

Attorney Pou addressed the Commission stating he will report back with language for a Charter amendment for a universal requirement for public notices by electronic means.

B. Open Government

Attorney Pou addressed the Commission reporting on the Miami-Dade County's Citizens' Bill of Rights, a Jacksonville ordinance addressing Sunshine meetings and meeting locations and having Sunshine meetings procedures addressed in an ordinance.

Attorney Friedman addressed the Commission on public notice practices.

Vice Chairman Kurlancheek addressed the Commission regarding Sunshine Meetings being electronically noticed, minutes being taken by the Clerk or his or her designee and that the appropriate staff be in attendance and being as transparent as possible.

There was extensive discussion from the Commission and Attorney Friedman regarding the above items and the Sunshine memo previously written as legal guidance and not having a Charter amendment being too restrictive or specific.

Member Buttrick made a motion that we amend the Charter to include a provision that would require the Council after each election to pass an ordinance addressing procedures for following the Sunshine Law. The motion was seconded by Chairman McCormick.

Attorneys Pou and Friedman addressed the Commission regarding the above motion and having procedures set by resolution or by ordinance.

There was discussion from the Commission and Attorneys Pou and Friedman regarding the above motion, clarifying language and that the Miami-Dade County's Citizens' Bill of Rights applies within the Village.

The Buttrick motion was approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

The meeting was adjourned at 5:58 p.m.

Respectfully submitted:



Jocelyn B. Koch
Village Clerk



Approved by the Commission

this 28th day of March 2022:



Allison McCormick

Chairman

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VILLAGE OF KEY BISCAINE

Village Council

Michael W. Davey, *Mayor*

Brett G. Moss *Vice Mayor*

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

CHARTER REVISION COMMISSION MONDAY, MARCH 28, 2022

6:00 P.M.

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. **PUBLIC COMMENTS:** *There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please call (305) 365-7569 or (312) 626-6799, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.*

4. APPROVAL OF MINUTES:

TAB 1

A. MARCH 10, 2022 MINUTES

**5. REVIEW OF PROPOSED CHARTER REVISION
COMMISSION FINAL REPORT**

TAB 2

6. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE CHARTER REVISION COMMISSION 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 CHARTER REVISION COMMISSION 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 CHARTER REVISION COMMISSION ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

V. IN THE EVENT THE COMMISSION FINISHES WITH THE ARTICLE THAT THEY ARE WORKING ON, THEY WILL MOVE ON TO THE NEXT ONE. THE COMMISSION MAY ALSO REVIEW ITEMS PREVIOUSLY DISCUSSED IN PRIOR COMMISSION MEETINGS. THE ABOVE MEETINGS ARE SUBJECT TO CHANGE. PLEASE CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-365-5506 FOR CONFIRMATION.

VI. ONE OR MORE COUNCILMEMBERS MAY ATTEND THIS MEETING.

MINUTES
CHARTER REVISION COMMISSION
VILLAGE OF KEY BISCAWAYNE, FLORIDA

MONDAY, MARCH 28, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

The meeting was called to order by the Chairman at 6:00 p.m. Present were Commission Members Jennifer Buttrick, Marco Gomez, Joe Rasco, Vice Chairman Jud Kurlancheek and Chairman Allison McCormick. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorneys Chad Friedman and Roger Pou.

Chairman McCormick led the Pledge of Allegiance.

Chairman McCormick opened for public comments. There were no speakers present. Chairman McCormick closed public comments.

Chairman McCormick made a motion to approve the minutes of the March 10th, 2022 Meeting. The motion was seconded by Vice Chairman Kurlancheek and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Attorney Friedman addressed the Commission reporting on the Review of the Proposed Charter Revision Commission Final Report draft requesting that the Commission give their feedback and stated that the report has the Charter amendments being placed on the November 2022 ballot. Attorney Pou will go through the Charter amendments one by one and the Attorneys will make any changes as are necessary per the Commission's direction.

Member Buttrick addressed the Commission regarding the proposed Charter amendments as being too many, at nine in total, and for the Commission to take this into account for tonight's meeting.

Section 2.07. *No compensation; reimbursement for expenses-*

Attorney Pou addressed the Commission regarding the Charter amendment question for this section on reimbursement for expenses. The amendment states that the Council may approve any expenses incurred by the Council provided the expenses are incurred in the performance of their official duties.

There was extensive discussion from the Commission, the Manager and Attorneys Friedman and Pou regarding the proposed amendment for this section including possibly amending the question to be a hybrid option for Council to approve additional incurred expenses not currently approved by the administration already, possible future compensations and the high number of amendments being proposed for tonight's meeting.

Member Rasco made a motion to not have a proposed amendment for this section. The motion was seconded by Member Gomez.

Member Buttrick addressed the Commission regarding the proposed amendment question was also for transparency purposes and not just expanding what expenses can be approved.

The motion was approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Section 4.03. *Action requiring an ordinance-*

Attorney Pou addressed the Commission regarding the proposed Charter amendment question for this section. To increase the threshold for a Capital Project Authorizing Ordinance from \$500,000 to \$1,000,000 due to the fact that project costs have roughly doubled since this threshold amount was established in 2002.

Chairman McCormick addressed the Commission requesting that the Commission make motions and then proceed to the next proposed amendment.

Vice Chairman Kurlancheek made a motion to approve the proposed amendment for this section. The motion was seconded by Chairman McCormick and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Section 4.10. *Borrowing-*

Attorney Pou addressed the Commission regarding the two proposed Charter amendments for this section. The first proposed Charter amendment is to increase the debt cap from 1% of the total assessed value of all Village property to 2%.

Member Gomez made a motion to approve the first proposed Charter amendment for this section. The motion was seconded by Chairman McCormick and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Attorney Pou addressed the Commission regarding the second proposed Charter amendment for this section.

There was extensive discussion from the Commission and Attorneys Friedman and Pou regarding clarifying the second proposed Charter amendment and its intent.

This Charter amendment would give the voters the ability to decide on whether or not they would like to exceed the debt cap: i.e., for a special project opportunity.

Chairman McCormick made a motion to approve the following language for the second proposed Charter amendment for this section: Notwithstanding the forgoing, the limit on the total debt of the Village may be exceeded if approved by a majority vote of the electors in a referendum held after November 2022. The motion was seconded by Member Rasco and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Attorney Friedman addressed the Commission stating that the exhibit and memo will be updated to reflect the above motion and that the rationale for the change would be that the voters can exceed the debt cap when they see fit.

Section 4.15. *Approved by Vote of Electors Required for Amendments to Land Development Regulations-*

Attorney Pou addressed the Commission regarding the Charter amendment proposed for this section regarding land use regulation changes. Currently in the Charter, a text amendment change for land use regulations can only be amended by the voters. This proposed amendment would allow for a five out of seven vote of the Council to also approve an amendment to the zoning code or land development regulations. And in the event that there are only five Councilmembers or less, the amendment would have to be approved by a unanimous vote of the Council.

There was extensive discussion from the Commission and Attorney Friedman regarding changing the proposed Charter amendment language.

Vice Chairman Kurlancheek made a motion to leave the language that was struck and add the word “or” before the newly added language. The motion was seconded by Member Gomez.

There was additional discussion from the Commission and Attorney Friedman regarding having five or four affirmative votes due to ineligibility.

The motion was approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Section 2.03. *Election and term of office-* and **Section 5.01.** *Elections-*

Attorney Friedman addressed the Commission regarding the proposed Charter amendment for this section. This Charter amendment would create a primary if there are more than nine candidates running for Council and the top six candidates would move onto the general election.

There was extensive discussion from the Commission and Attorney Friedman regarding what number of candidates would be the tipping point for having a Councilmember primary.

Member Buttrick addressed the Commission regarding the history of elections in the Village.

Chairman McCormick addressed the Commission regarding concerns for having a longer election cycle and determining candidates in an election that historically does not have a high voter turnout.

Member Buttrick addressed the Commission regarding that this Charter amendment would give more time and opportunities for the public to get to know the candidates by having a longer election cycle.

There was additional discussion from the Commission and Attorney Friedman regarding voting by mail, the historical number of candidates running for Council and having this amendment also apply to special elections.

Member Gomez made a motion to have a proposed Charter amendment that when there are three times or more the number of candidates running than there are seats available, there would be a primary election so that the number of candidates after the primary is down to two times the number of positions available. The motion was seconded by Member Buttrick and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

There was discussion from the Commission and Attorney Friedman regarding the resign to run law and running for a seat.

At this time there was discussion from the Commission and Attorney Friedman if it was possible to combine the two proposed Charter amendments regarding open meetings and public notice. Attorney Friedman recommended not combining these two amendments.

Section 6.02. *Procedure to Amend-*

There was discussion from the Commission and Attorney Friedman regarding the proposed Charter amendment for this section.

Chairman McCormick made a motion to remove a proposed Charter amendment for section 6.02. The motion was seconded by Member Buttrick and approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

At this time there was discussion from the Commission and Attorney Friedman regarding the next steps for the Charter amendments and drafting the ballot language by the Attorneys which will then be presented to the Council at the May or June 2022 Regular Council Meeting.

Section 7.08. *Courtesy Electronic Public Notice-*

Member Rasco made a motion to approve the proposed Charter amendment for this section. The motion was seconded by Vice Chairman Kurlancheek and approved by a 5-0 voice vote. The vote

was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

Section 7.09. Supplemental Open Meeting Requirements-

Attorney Pou addressed the Commission regarding the proposed Charter amendment for this section.

Chairman McCormick made a motion to approve the proposed Charter amendment for this section. The motion was seconded by Member Rasco.

There was discussion from the Commission regarding the Charter amendment for this section and Vice Chairman Kurlancheek's language written previously regarding this section. Vice Chairman Kurlancheek withdrew the discussion item.

The motion was approved by a 5-0 voice vote. The vote was as follows: Commission Members Buttrick, Gomez, Rasco, Vice Chairman Kurlancheek and Chairman McCormick voting Yes.

The meeting was adjourned at 7:24 p.m.

Respectfully submitted:

Jocelyn B. Koch
Village Clerk

Allison McCormick
Chairman

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MINUTES

REGULAR COUNCIL MEETING KEY BISCAAYNE, FLORIDA

TUESDAY, JANUARY 18, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:03 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo, Edward London (arrived at 6:08), Allison McCormick, Ignacio Seguro, Vice Mayor Brett G. Moss and Mayor Michael W. Davey. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.
2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.
3. **INVOCATION:** Rabbi Avremel Caroline, Chabad of Key Biscayne gave an invocation.
4. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey and Councilmember Caplan addressed the Council recognizing the passing of residents Helen White and former Vice Mayor Clifford Brody sending condolences to the families and held a moment of silence in their honor; Mayor Davey addressed the public stating that the armed robbery that occurred this past weekend in our community is being investigated by the Police Department; Councilmember Lauredo requested a moment of silence for the victims of the Beth Israel Synagogue in Texas in their honor; Mayor Davey, Councilmember London and Councilmember Seguro addressed the public regarding Miami-Dade County Mayor Daniella Levine Cava's memorandum regarding the Rickenbacker Causeway RFP and thanked residents for their past and continued efforts.
5. **PUBLIC COMMENTS:** The following residents addressed the Council: Pedro Kolychkin, 515 Ridgewood Road; Vanessa Sanz de Acedo, 103 E. Enid Drive; Claudia Fontecilla, 345 Caribbean Road; Joe Rasco, 310 W. Heather Drive; Lisa Kornse, 590 Ocean Drive; Maria Patricia Somarriba, 255 E. Enid Drive; Maite Thornton, 475 Hampton Lane; Miranda

Stasulli, 161 Crandon Boulevard; Ileana Gill, 270 Buttonwood Road; Jacqueline Sanchez Volny, 133 E. Enid Drive; Juan C. Diaz, 157 E. Enid Drive; Ignacio Sanz de Acedo, 103 E. Enid Drive; Carolyn Koslen, 255 Sunrise Drive; Michelle Estevez, 425 Grapetree Drive; Helena D'Amato, 131 Island Drive; Louisa Conway, 151 Crandon Boulevard and Carolina Forero, 220 W. McIntyre Street.

6. **AGENDA:** Councilmember Lauredo requested the addition of a report from Police regarding the armed robbery that occurred this past weekend and Council discussion to be heard immediately after setting the Agenda; Mayor Davey requested the addition of a discussion item on transcriptions of Council meetings as Item 12B5; Vice Mayor Moss requested to defer Item 12B1, Councilmember Segurola requested not to defer. There was discussion and the item was not deferred; The Manager requested to add a modification to the Paradise Park budget to Item 12A2b; Councilmember McCormick requested the addition of a discussion item on motorized vehicles on the Village Green as Item 12B6; Councilmember London requested the addition of a discussion item on street lights after dark as Item 12B7 and the Clerk requested to defer the minutes of the November 16th and December 7th, 2021 Regular Council Meetings to the February 8th, 2022 Regular Council Meeting.

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

At this time, Deputy Chief of Police Jason Younes addressed the public reporting on a status update on the Police Department's ongoing investigation of the armed robbery that occurred this past weekend in the Village.

There was extensive discussion from Council, the Manager and Deputy Chief Younes regarding the following items: safety, citizen engagement, communications, stricter enforcement, the license plate reader system, installing more cameras in public spaces and a unified security system for the Village. There was additional discussion from Council regarding "neighborhood beat policing", a GPS system for tracking police officers in the field, solar powered street lighting and crime prevention measures.

The Manager addressed the Council stating that the administration will report back to Council and the community with a plan to make this a more safe and secure Village.

Councilmember Lauredo addressed the public urging residents to register to vote and to stay engaged and participate in future Council Meetings.

7. **SPECIAL PRESENTATIONS:** There were no special presentations.

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

The minutes of the September 21st, 2021 Second Budget Hearing.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE OPIOID SETTLEMENT INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY GOVERNING THE USE OF OPIOID SETTLEMENT FUNDS ALLOCATED TO THE MIAMI-DADE COUNTY REGIONAL FUND; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING RESTATE CONSTRUCTION LLC FOR THE VILLAGE GREEN INTERIOR SIDEWALK RENOVATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$61,172; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The consent agenda, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

9. **ORDINANCES:** There were no ordinances considered by Council.

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE NEW BUILDING, ZONING, AND PLANNING FEE SCHEDULE; REPEALING THE BUILDING, ZONING, AND PLANNING FEE SCHEDULE APPROVED BY RESOLUTION NO. 2018-13; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Lauredo.

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

The resolution was approved by a 5-0 voice vote. The vote was as follows: Councilmembers Lauredo, London, McCormick, Segurola and Mayor Davey voting Yes. Councilmember Caplan and Vice Mayor 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, APPROVING A VARIANCE REQUEST TO ALLOW INSTALLATION OF A TEN-FOOT WALL IN THE REAR ZONE OF THE PROPERTY

LOCATED AT 131 ISLAND DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The Attorney addressed the Council regarding the above resolution.

The Clerk swore in Building, Zoning and Planning Director Jeremy Calleros Gauger and Ms. Helena D'Amato.

There was discussion from Council and Ms. D'Amato regarding not being able to attend the hearing in person.

Mayor Davey made a motion to defer the resolution to a date certain of February 8th, 2022, the next Regular Council Meeting. The motion was seconded by Councilmember Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

11. **PUBLIC COMMENTS:** There were no residents that addressed the Council.

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

Village Manager. Fire Rescue Chief Eric Lang addressed the Council reporting on a status update regarding Covid19 stating that the positivity rate in the Village is currently at 29%: for the last 7 days, Calusa Park's testing site has had a positivity rate of 22.73% and 900 tests have been administered and the Village Green's testing site has had a positivity rate of 25% and 4,700 tests have been administered. The Village's vaccine percentages remain close to 80%. The Village was one of the first municipalities to provide a vaccine pop-up event for children ages 5 to 11 years old. Future vaccination pop-up events have been scheduled for January 27th, February 17th and March 10th, 2022 at the KB Community Center. Four free Covid19 home tests kits are available to order from the federal government at www.covidtests.gov. Chief Lang stated that the Fire Department staff has had over a 50% positivity rate since December 8th but has been able to continue to deliver services to the Village.

There was discussion from Council and Chief Lang confirming that the Village was the first to have a rapid PCR testing site in the County and thanked the work done by administrative staff, Curative and the KB Community Foundation.

Public Works Director Jake Ozyman addressed the Council introducing Joe Williams and Henry Thomas from Raftelis who then gave a PowerPoint presentation on the Stormwater Rate Design Fee Structure Analysis and Preliminary Results.

At this time, Councilmember London exited the Council Chamber.

There was extensive discussion from Council, Director Ozyman and Mr. Williams regarding the above presentation.

The Manager addressed the Council stating that the administration will report back with an ordinance on first reading and will try to determine a baseline which is the fairest way possible to set the conditions to provide the greatest number of incentives to reduce the amount of impervious areas in the Village.

Chief of Staff Jocelyne Moussavou addressed the Council reporting on a budget modification update for Paradise Park regarding the following DERM mandated additional requirements and corresponding estimates for a total budget modification of approximately \$147,000. The budget modification reallocates the monies from the CIP ARPA funds currently assigned to the K-8 Stormwater basin project.

There was discussion from Council, the Manager and Chief of Staff Moussavou regarding the above items.

Chief Building Official Rene Velasco addressed the Council reporting on an update regarding Building Recertifications. The Village sent out notice of violations to 10 properties because the Village has not received these property's engineering reports. Building Official Velasco stated that the Village is working with these properties and other properties whose recertification is coming up in the next year or two.

There was discussion from the Mayor and the Manager regarding the above item and building compliance.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council reporting on an update regarding kite surfing and beach monitoring and stating that the Village received an approval letter from the United States Coast Guard for the deployment of regulatory buoys for the vessel exclusion zone.

Dr. Samimy also addressed the Council reporting on an update regarding beach operations and maintenance and a possible easement agreement with the Island House.

Mayor Davey and Councilmember Lauredo addressed the Council regarding the enforcement of no dogs on the beach.

Parks, Recreation and Open Space Director Todd Hofferberth addressed the Council reporting on an update regarding athletic field options including possibly Harbor Park, partnering with the City of Miami for long and short-term field options, a possible La Salle High School collaboration and discussions with the Virginia Key Beach Park Trust.

There was discussion from Council regarding the above items.

Councilmember Lauredo addressed Director Hofferberth regarding his opposition for using Harbor Park for organized sports stating that the Village needs passive green parks.

The staff was asked to explore other athletic field options rather than the current passive parks like Harbor Park and to look at ways to improve these parks suitability for residents as public spaces without a large monetary investment and to not have scheduled sports activities at these parks.

The Manager addressed the Council reporting on an update regarding the Rickenbacker Causeway RFP which will be heard tomorrow, January 19th at the Board of County Commissioner's meeting.

Dr. Samimy addressed the Council reporting on the status of Harbor Park being needed for the Stormwater K-8 basin project and stating that AECOM is working on giving a presentation at the next Regular Council Meeting regarding the project's first task order. Dr. Samimy reported on a successful grant application for \$159,000 to do a pilot program on stormwater treatment.

There was discussion from Council regarding flooding and W. Heather Drive.

Dr. Samimy addressed the Council reporting on shoreline protection for the bayside with a future seawall ordinance and looking at the northern boundary in terms of mitigation threats. The Village is still included in the Coastal Storm Risk Management's Tentatively Selected Plan but that it is requiring a lot of engagement on the part of the Village's administration and the Village's lobbyists.

The Manager addressed the Council stating that Congresswoman Maria Elvira Salazar has been very helpful, and that the administration is reaching out to Senator's Marco Rubio and Rick Scott and Mayor Daniella Levine Cava to reenforce the Village's inclusion in the CSRM Tentatively Selected Plan.

There was discussion from Council and the Manager regarding state funds being made available for local municipalities.

Dr. Samimy addressed the Council reporting on utility hardening options including a hybrid system and stated that the LIDAR surveying of the Village and the elevation data is nearly complete.

There was discussion from the Manager and the Council regarding future construction in the Village and the above items.

Chief of Staff Moussavou addressed the Council giving a PowerPoint presentation on the following CIP project updates: the Paradise Park construction project, Crandon Boulevard, the Village Green interior sidewalk renovation and the Beach Park sewer extension.

Councilmember Lauredo addressed Director Hofferberth regarding the status of the Art in Public Places component in the Paradise Park project. Director Hofferberth stated that the Bedia Plaza design would be incorporated into the Paradise Park design.

Councilmember McCormick addressed the administration requesting that the PowerPoint presentation be posted on the Village's website for the public's viewing.

The Manager addressed the Council stating that one of the jobs of the new Capital Improvement Program Manager will be to have a geo-located map of the Village so that residents can click on a location for viewing each location's project status.

Director Ozyman addressed the Council reporting on traffic and safety, focusing on the two following areas: the intersection of Crandon Boulevard and Harbor Drive and extending the que lane into Key Colony. The Public Works Department is looking at additional traffic and safety improvements in the Village with construction starting this summer. The Beach Club will be off the septic system with construction completing in the next few weeks.

Director Hofferberth addressed the Council regarding the resolution passed earlier in the evening regarding sidewalk renovation on the Village Green and stating that the project will start on the north end first and then the south end.

Community Engagement and Communications Officer Jessica Drouet addressed the Council reporting on Channel 77 TV programming updates.

Vice Mayor Moss addressed Communications Officer Drouet requesting if an App for Channel 77 could be available for streaming purposes.

Mayor and Councilmembers. Councilmember Segurola addressed the Council regarding the Rickenbacker Causeway and asked all residents to reach out to the Miami-Dade County Commission with their concerns for tomorrow's meeting.

Councilmember Segurola addressed the Council regarding the golf cart ordinance and the striping along Crandon Boulevard and the County's feedback.

Councilmember Segurola addressed the Council regarding resident feedback received involving a threat incident at MAST Academy, reports of bullying and that the residents felt a disconnect in communication with the school.

There was discussion from Council regarding a possible workshop with MAST Academy and residents to be set up through the Education Advisory Board.

Mayor Davey addressed the Council regarding appointment/reappointments for the Board of Special Magistrates.

Councilmember Lauredo addressed the Council regarding residents who would like to serve and stated that William Krauss who has served on the Vision Plan Board and who has been nominated previously, would like to serve on the Board of Special Magistrates.

Mayor Davey requested that names be submitted to the Clerk for the next Regular Council Meeting.

The Attorney addressed the Council clarifying that there are 5 magistrates and 2 alternatives for the Board of Special Magistrates. The terms are for one year.

There was discussion from Council regarding appointments, board continuity, judiciousness and knowledge of the Village Code.

Councilmember Lauredo addressed the Council recommending resident, Mr. Adolfo Henriques, who is willing to serve on the Pension Board and who has been previously nominated.

The Attorney addressed the Council regarding the Pension Board stating that the administration was going to bring forward an item at the February 8th Regular Council Meeting in order to extend the terms of office for better continuity and that the board was renewing its members.

Mayor Davey addressed the Council regarding transcriptions of meetings as the official record for meeting minutes.

There was extensive discussion from Council regarding transcriptions of meetings, costs and transparency.

Councilmember McCormick addressed the Council and the Clerk regarding workflow approval options for meeting minutes. The Clerk was asked to incorporate the Councilmembers requested changes received if appropriate and circulate these changes with the rest of Council so that Council can have the opportunity to review the meeting video ahead of time and prior to the next Council Meeting.

Councilmember McCormick addressed the Council regarding motorized vehicles on the Village Green stating that the scooters are being ridden on the turf which could cause damage and asked the administration to speak to the athletic programs regarding this concern.

Village Attorney. The Attorney called for an Executive Session regarding Leach vs. Village of Key Biscayne and that the date will be announced at a future date.

Village Clerk. The Clerk announced that the next Charter Revision Commission Meeting will be held on January 25, 2022 at 9:00 a.m.

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 10:27 p.m.

Respectfully submitted:

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____ 2022:

Michael W. Davey
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.

MINUTES

REGULAR COUNCIL MEETING KEY BISCAYNE, FLORIDA

TUESDAY, MARCH 8, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:02 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo, Edward London (arrived at 6:07 p.m.), Allison McCormick (arrived at 6:05 p.m.), Vice Mayor Brett G. Moss and Mayor Michael W. Davey. Councilmember Ignacio Segurola was absent. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.
2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.
3. **INVOCATION:** Reverend Felipe Assis, Key Biscayne Presbyterian Church was unable to attend the meeting.
4. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey addressed the public thanking Ann Taintor for her homemade pie and wished the residents a Happy International Women's Day; Mayor Davey and Vice Mayor Moss thanked Councilmember Lauredo for sponsoring a resolution in support of Ukraine and for the idea of lighting up the Monaco fountain in the Ukrainian flag colors; Vice Mayor Moss also thanked the Vision Board, the Vision Board Planners and the administration for their hard work done on the workshop and recognized it as a wonderful community event and also thanked the organizers of the Children's Business Fair for which he was honored to be one of the fair's judges; Councilmember Caplan addressed the public stating the methodology behind the Children's Business Fair and the products offered were best in class and also recognized the community that attended the celebration of life events held for former Vice Mayor Clifford Brody and also for Marius Robinson; Councilmember McCormick addressed the public announcing that the start time for the Charter Revision Commission Meeting on March 10th,

2022 has been changed to 4:00 p.m.

5. **PUBLIC COMMENTS:** The following residents addressed the Council: Daisy Diaz, 330 Palmwood Lane; Ann Taintor, 170 Ocean Lane Drive; Sandra Mejia, 170 Ocean Lane Drive; Laudy Ibarra, 482 Fernwood Road; Nicholas Cardoso, 101 Ocean Lane Drive and Cecile M. Sanchez, 260 Cypress Drive.

At this time there was discussion from Councilmembers Lauredo and London regarding the public comments given earlier this evening regarding last night's PTA Meeting held at the Key Biscayne K-8 Center.

6. **AGENDA:** Mayor Davey requested the addition of a discussion on the Key Biscayne K-8 Center's PTA Meeting as Item 7B and for it to be heard immediately after the Special Presentation and to remove Item 8F from the consent agenda due to a conflict of interest and for it to be heard immediately after the consent agenda; Councilmember McCormick requested to defer Item 8B to the next Regular Council Meeting; Councilmember Caplan requested the addition of a discussion regarding the Artwork Mural at the Golden Hog Market as Item 12B6; Vice Mayor Moss requested to present a photo during Councilmember London's discussion Item 12B4; Councilmember London had no objection to the request; Vice Mayor Moss also requested to have a future discussion on Scooters in the Village, the Manager stated that there will be a Community Meeting on March 15th, 2022 regarding scooters and the administration will report back at the April 12th, 2022 Regular Council Meeting on the resident's feedback and Councilmember Caplan requested the addition of a resolution sponsored by Councilmember Lauredo as Item 7C.

The Attorney addressed the Council regarding Item 7C and requested for the title to be read at this time.

Councilmember Lauredo read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONDEMNING THE UNPROVOKED INVASION OF THE SOVEREIGN NATION OF UKRAINE BY RUSSIA AND REQUESTING PRESIDENT BIDEN AND ALL MEMBERS OF THE NORTH ATLANTIC TREATY ORGANIZATION (NATO) TO PROVIDE ALL POSSIBLE ASSISTANCE AND HUMANITARIAN AID TO THE UKRAINIAN PEOPLE AND TAKE SUCH STEPS AS ARE NECESSARY TO DEPRIVE THE RUSSIAN GOVERNMENT OF SOURCES OF FOREIGN MONIES; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Lauredo requested the addition of a discussion regarding Reappointments to the Village Athletics Advisory Board and the Art in Public Places Board as Item 12B7.

Councilmember Caplan made a motion to approve the agenda, as amended. The motion was seconded by Vice Mayor Moss and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

7. **SPECIAL PRESENTATION:** The Manager introduced Ms. Aileen Bouclé AICP, Executive Director with the Miami-Dade Transportation Planning Organization, who then gave a presentation on the TPO Smart Plan overview.

The Manager addressed the Council regarding the above presentation slide referring to the Village of Key Biscayne's Priority Capital and Maintenance & Repair Transportation Projects and potential funding for Crandon Boulevard, Harbor Drive and West Mashta Drive.

There was discussion from the Council and the Manager regarding the above presentation and requests for grants.

Mayor Davey addressed the Council regarding last night's PTA Meeting held at the Key Biscayne K-8 Center. There was extensive discussion from the Council regarding the above item, and for the Mayor to reach out to Miami-Dade County School Superintendent, Dr. Jose L. Dotres, and to hold a workshop at a future date to be determined in order to discuss community goals and for Councilmembers and the community to attend future Miami-Dade County School Board Meetings.

Councilmember Lauredo made a motion proposing that the Council take on the above item as a formal project of assisting the parents and to systematically address this as a body and Council priority and for the Mayor to hold a Special Council Meeting and for the Mayor and the Manager to do a preliminary approach to establish a philosophy of going forward. The motion was seconded by Vice Mayor Moss and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

Councilmember McCormick addressed the Council regarding the Education Advisory Board's representation at the monthly Miami-Dade County School Board Meetings.

Mayor Davey addressed the Council stating that a Special Council Meeting regarding the above item will be held at a future date to be determined and before the next School Board Meeting scheduled for April 13th, 2022

At this time Councilmember Lauredo made a motion to approve the Ukrainian resolution read earlier in the evening. The motion was seconded by Vice Mayor Moss.

There was discussion from the Council to make the following amendments to the resolution: in the title to remove the word "the" before Ukraine; to add "all possible assistance" after the word provide and to amend the sentence after the word people "and take such steps as are necessary to deprive the Russian government of sources of foreign monies". Also in the first Whereas clause to add "and basic morality" after the word law; and in Section 3 to amend the sentence after the word providing to say, "all possible assistance" and after Ukraine to add "and enacting such sanctions and other acts as are necessary to punish the Russian government for its illegal and unwarranted invasion.". There was no objection to the proposed changes.

The resolution, as amended, was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

8. **CONSENT AGENDA:** Vice Mayor Moss made a motion to approve the following consent agenda, as amended. The motion was seconded by Mayor Davey.

The minutes of the December 7th, 2021 Regular Council Meeting.

The minutes of the February 8th, 2022 Regular Council Meeting.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A MATCHING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF \$344,477 TO EXPAND THE VILLAGE'S ON-DEMAND TRANSIT SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A 2022 NEAT STREETS MIAMI MATCHING GRANT IN AN AMOUNT OF \$25,001 FROM MIAMI-DADE COUNTY 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.

The consent agenda, as amended, was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

At this time, Mayor Davey recused himself from voting on Item 8F due to a conflict of interest and exited the Chamber.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH JAMES F. LEACH, CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS, AND T-MOBILE SOUTH, LLC RELATING TO THE DENIAL OF AN ADMINISTRATIVE APPEAL OF THE INSTALLATION OF CERTAIN CELLULAR EQUIPMENT ON THE ROOF OF THE CAPE FLORIDA CLUB CONDOMINIUM LOCATED AT 210 SEAVIEW DRIVE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Lauredo made a motion to approve the resolution. The motion was seconded by Councilmember Caplan and approved by a 5-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick and Vice Mayor Moss voting Yes.

At this time Mayor Davey returned to the Chamber.

9. **ORDINANCES:** The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ARTICLE II, CHAPTER 26, "GOLF CARTS," OF THE VILLAGE CODE OF ORDINANCES RELATING TO GOLF CART AND SLOW MOVING VEHICLE USE WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Caplan.

There was discussion from the Council and the Attorney regarding the required annual inspections and registration renewals for golf carts. The Attorney suggested that Councilmember London speak with Chief of Police Frank Sousa between first and second reading regarding the above ordinance.

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

Chief Sousa addressed the Council regarding the above ordinance.

There was extensive discussion from Council and Chief Sousa regarding the above ordinance, Crandon Boulevard enforcement being covered under the County ordinance, assessing Village fines instead of administering Florida State statutes which have longer lasting ramifications and possibly extending the annual inspection to every five years instead.

The Manager addressed the Council stating that the annual inspection gives the Police Department an opportunity to remind the residents of the Village's golf cart rules.

The ordinance was approved on first reading by a 5-1 roll call vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember London voting No.

The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2021-07 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2021-2022 BY REVISING THE 2021-2022 FISCAL YEAR BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Lauredo.

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

The ordinance was approved on first reading by a 6-0 roll call vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING SECTION 2-105, "CAMPAIGN FINANCE REPORTS," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH CAMPAIGN FINANCE REPORT FILING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

There was discussion from the Council regarding the above ordinance, transparency, public records requests and to hold a training workshop for residents interested in running for Council on how to fill out campaign finance reports in May or June 2022.

The ordinance was approved on first reading by a 6-0 roll call vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

10. **RESOLUTIONS:** 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 ENGAGE PLANNING AND DESIGN PROFESSIONAL(S) FROM THE VILLAGE'S CONTINUING PROFESSIONAL SERVICES PROVIDERS LIST TO DEVELOP A CONCEPT PLAN FOR THE RICKENBACKER CAUSEWAY, INCLUDING THE BEAR CUT BRIDGE, IN AN AMOUNT NOT TO EXCEED \$175,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember London addressed the Council regarding a national search for professional services to develop a concept plan for the Rickenbacker Causeway.

There was extensive discussion from the Council and the Manager regarding the above resolution, a national search and the Plan Z Consultants. The Manager addressed the Council reporting that Miami-Dade County is moving forward with the Bear Cut Bridge Project and that Commissioner

Regalado asked the Director of Public Works from Miami-Dade County to present this project report at the April 12th, 2022 Regular Council Meeting.

The Manager addressed the Council regarding the Village's pre-approved engineering firms and qualifications.

The resolution was approved by a 5-1 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember London voting No.

The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF LIGHTING POLES FROM MUSCO SPORTS LIGHTING, LLC IN AN AMOUNT NOT TO EXCEED \$249,900 FOR THE ST. AGNES LIGHTING RETROFIT PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council regarding the above resolution.

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

Councilmember London made a motion to clarify in the agreement that the lights installed at St. Agnes are to remain Village owned property. Councilmember Caplan made an amending motion to clarify in the agreement for a not less than five-year extension. There was no objection to the amendment. Councilmember Lauredo addressed the Council stating that the goal is for a ten-year extension.

The London motion, as amended, was seconded by Mayor Davey and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

The resolution, as amended, was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

At this time the Manager's report was heard.

Village Manager. The Manager addressed the Council reporting on the status of Covid19

infections, testing and vaccinations.

Plan Reviewer Olga Garcia addressed the Council reporting on creating an “Adopt-a-Circle” program to assist with litter control, improving landscaping, signage and fixing the traffic calming circle’s curbs. There was discussion from the Council regarding the above items.

The Manager addressed the Council reporting on an update regarding beach operations and maintenance including sargassum and composting.

At this time Councilmember Lauredo addressed the Council commending the resident and non-resident kite-surfers for following the Village’s kite-surfing rules and the work of the Police Department, the beach rangers and Dr. Samimy. Councilmember Lauredo also discussed the no dogs on the beach policy. The Manager addressed the Council also thanking the beach rangers, the Parks and Recreations Department and the Police Department for their work regarding the Village’s beaches.

At this time Vice Mayor Moss requested to discuss Item 12B5 along with the below Manager’s report update. There was no objection to the request.

Public Works Director Jake Ozyman addressed the Council reporting on the results of the solid waste service survey stating that 61% of residents preferred curbside service and 39% preferred side-yard service for the returning of the garbage cans.

Vice Mayor Moss addressed the Council regarding residents’ responsibilities and stating that the garbage cans are not being screened from view and also requested for the administration to have a campaign to educate residents on the Village’s solid waste ordinance. Vice Mayor Moss also discussed the contractor’s responsibilities for service and that the Village is paying 47% above the price of curbside service for side yard service and that this contractor’s workflow simply does not work to be able to put the garbage cans back.

Vice Mayor Moss made a motion to direct the Manager to renegotiate the solid waste contract to have side yard pick up at half the price and for the contractor to leave the garbage cans by the curb and then it is the resident’s responsibility to bring the garbage cans back to their side yards. The motion was seconded by Councilmember Lauredo.

There was discussion from the Council and the Attorney regarding the contractor’s service issues for side yard drop off.

The motion was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes.

Director Hofferberth and the Manager addressed the Council reporting on a Youth Program Concept to better target youth programming, inclusion and education throughout the Village and possibly forming a Youth Council. Director Hofferberth reported that online registration will start on July 18th, 2022 for the volleyball program and more programs will move to online registration in the future.

At this time there was discussion from Councilmember Lauredo and Director Hofferberth regarding athletic field usage for girl's field hockey and baseball.

There was discussion from the Council, Director Hofferberth and the Manager regarding using the Mast Academy fields for baseball and softball and possibly using athletic field space at the Key Biscayne Presbyterian Church.

At this time, Councilmember Lauredo addressed the Council regarding priorities and usage of the Freebee ride service for residents.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council reporting on the status of drafting a seawall ordinance to address shoreline protection and that this will be presented this summer at a future date to be determined.

Dr. Samimy addressed the Council reporting on the EV charging station status update which includes the following: to add four EV charging locations on Fernwood Road, two near the Beach Park and two on Harbor Drive close to the Key Biscayne Presbyterian Church. Some of these charging stations will also offer 5G wi-fi capability.

At this time Councilmember Lauredo addressed Dr. Samimy commending his work with the Kite-Surfing program.

Councilmember London addressed Dr. Samimy requesting if there is a payment system for the EV charging stations. Dr. Samimy confirmed that there is a cost for charging one's electric vehicle at these charging stations.

At this time there was discussion from the Council and the Manager regarding receiving feedback from the Freebee drivers regarding resident's usage.

The Manager addressed the Council giving a presentation on the Resilient & Sustainable Infrastructure Plan regarding 5 lines of effort: (1) Shoreline Protection (2) Stormwater System Upgrade (3) Utility Hardening and Resilience (4) Roadway Improvements (5) Changes to Regulations, Plans, Zoning and Building Standards. The Manager addressed the Council on the current waiver status and stated that the Army Corps of Engineers will visit the Village on November 25th, 2022 and that the goal is to have the waiver completed by the end of March or the week afterwards. Discussions have begun with Miami-Dade County on how the 50/50 Federal/Local split will be done in terms of funding and what the Village would need to pay for the back basin. Evaluations of professional firms have been ongoing for the last two months along with developing a Resilient Infrastructure Integration and Implementation Program. The Manager will report back at the next Regular Council Meeting on the name of the professional firm. The goal is to have a future with an integrated and focused plan of action.

Mayor Davey requested the above presentation be posted on the Village's website.

There was discussion from the Council and the Manager regarding the importance of the above

presentation.

The Manager addressed the Council reporting on a status update on grant programs and funding opportunities.

Mayor Davey requested that this presentation be posted on the Village's website also.

Mayor Davey addressed the Council regarding Miami-Dade Mayor Daniella Levine Cava's idea that if the counties and municipalities work together, they will be able to identify and go after good grant opportunities at the federal and state levels.

Councilmember Lauredo addressed the Council regarding holding a workshop regarding the Manager's above presentation and with the Vision Board in attendance at a future date to be determined. There was discussion from the Council and the Manager regarding the above item and possibly holding a workshop in June 2022.

Chief Financial Officer Benjamin Nussbaum addressed the Council reporting on the quarterly financial update for October 1 to December 31, 2021 and reported on the collection rate for solid waste billing is at over 80%.

The Manager addressed the Council stating that the Impact Fee Feasibility Analysis is presented in the agenda for Council's review.

At this time there was discussion from the Council and the Manager regarding receiving agendas in advance and the agenda outline.

Chief of Staff Jocelyne Moussavou addressed the Council reporting on a status update on the Capital Improvement Projects including the Lake Park Gazebo Improvements, the KB Community Center RTU replacement, Beach Park Sewer Extension and the KB Community Center Spin Bike replacement.

Vice Mayor Moss addressed the administration requesting that the Capital Improvement Projects chart be organized by project phase rather than by priority status. The Manager stated that the chart will be organized by project phase for the next Regular Council Meeting.

At this time the Manager addressed the Council reporting on a status update regarding the septic to sewer conversion stating that only 28 properties remain on septic.

COS Moussavou addressed the Council giving a presentation on the Marine Stadium Construction project update and the next steps and timelines with a soft phase construction start in July 2022. There was discussion from the Council regarding the Virginia Key Advisory Board and the above presentation.

Councilmember Lauredo addressed the Manager requesting for the Manager to reach out to the new operators of the Miami Seaquarium on Virginia Key. There was no objection to the request.

At this time the Council took a five-minute break. The meeting reconvened at 9:22 p.m.

11. **PUBLIC COMMENTS:** There were no residents that addressed the Council.

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

Mayor and Councilmembers. Councilmember London addressed the Council regarding a review of the Village's litter law.

There was discussion from the Council and the Attorney regarding the above item, the Florida litter law, code enforcement, assessing fines and issuing public service announcements.

Councilmember McCormick addressed the Council regarding having a public service announcement to help educate the public on the Village's litter law.

It was the consensus of Council to direct the Police Chief and the Manager to enforce and assess fines for littering and for the Attorney to update the ordinance if needed and to report back at the next Regular Council Meeting.

Councilmember London addressed the Council regarding a zoning change on the ballot for Senior Living.

There was extensive discussion from the Council and the Attorney regarding the above item, the Ask Club, the Vision Board's work regarding this item, zoning changes, existing intensities and densities, affordable living for seniors, group homes and a charter amendment petition.

There was discussion from the Council regarding possibly having this as a referendum question on the ballot for the next election. The Council will further discuss this issue at a future date to be determined.

Councilmember London addressed the Council regarding lights at night regulations for vehicles including scooters and bicycles.

Chief Sousa addressed the Council regarding the above item and announced that there will be a workshop next Tuesday on Scooters and Bicycles and asking for the community's input and will report back with a plan at the next Regular Council Meeting. There was discussion from the Council regarding the above items.

Councilmember McCormick addressed the Council regarding having a public service announcement regarding lights being required for nighttime bike riding.

Councilmember London addressed the Council regarding the maintenance and use of swales adjoining residential property. There was discussion from the Council and the Manager regarding the above item, the resident's blocking of swales, cars parking on the street, eco-friendly grass technology for swale durability and code enforcement. It was the consensus of Council to have a plan in place first in order to address this issue Village-wide.

Councilmember McCormick addressed the Council regarding having a public service announcement regarding the Village ordinance against parking on the street.

Chief Sousa addressed the Council regarding street parking enforcement.

Vice Mayor Moss addressed the Council presenting a photo of a curb example and requesting to work with the Manager and Director Ozyman to help choose a type of curb that best fits the Village's character for future implementation. There was no objection to the request.

At this time Councilmember London addressed the Council regarding the Chapter 30 Zoning Code Amendments recently passed and a scrivener's error regarding base flood elevation. Vice Mayor Moss confirmed this scrivener's error was corrected.

Councilmember Caplan addressed the Council regarding the artwork mural at the Golden Hog Market and requested assistance for the artist to be able to gain access to the neighboring property in order to update the mural. The Manager will reach out to the entry block property owner in order to assist.

Councilmember Lauredo addressed the Council regarding reappointments for the current members of the Village Athletics Advisory Board and the Art in Public Places Board. Mayor Davey reappointed the current members of both of these boards. It was the consensus of Council to approve these reappointments.

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 10:29 p.m.

Respectfully submitted:

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____ 2022:

Michael W. Davey
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

Village Council
Michael W. Davey, Mayor
Brett Moss, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Edward London
Ignacio J. Seguro

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: April 12th, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Florida Inland Navigation District (FIND) Waterways Assistance Program Grant, along with matching dollars from FY22/23 Budget and Capital Improvement Program (CIP)

Recommendation

I recommend that Council approve the grant application to support the purchase of a Marine Patrol Vessel including engines and other required peripherals for the Police Department under the Florida Inland Navigation District (FIND) Waterways Assistance Program Grant.

The administration will submit a line item in the FY22/23 Capital Improvement Program (CIP) budget for this item to meet the matching dollar requirement.

The purpose of this request is to replace the department's aging Marine Patrol Vessel and trailer in accordance with the Police Department's existing replacement program.

Background:

Patrolling by water is a necessary part of the Village's law enforcement mission, because of its geography, which includes many miles of water. Therefore, the purpose of the Key Biscayne Police Department Marine Patrol is to promote boating safety education, enforcement of the marine laws and ordinances to provide police services to those who live along our waterways and its visitors.

The number one goal of the Key Biscayne Police Department is to provide a safe and secure environment. By patrolling waterfront properties, officers can obtain a view of private property, not visible from a patrol car, including the flats area. Marine Patrol has been utilized to assist in Law Enforcement operations to include waterway patrol, search and rescue, surveillance, certified police divers, as well as other appropriate marine activities.

To accomplish its mission, in 2005, the Village of Key Biscayne Police Department purchased its current Marine Patrol Vessel and implemented the department's first full time Marine Patrol duties.

The current Marine Patrol Vessel is aging from its use and has begun to experience numerous and at times repetitive maintenance costs. Therefore, the purpose of this application is to replace the aging Marine Patrol Ribcraft and trailer in accordance with the Police Department's existing replacement program.



VILLAGE OF KEY BISCAINE

Funding Summary:

The purchase of the new vessel will be partially funded by the Florida Inland Navigation District (FIND) Waterways Assistance Program Grant and matching dollars from FY22/23 Capital Improvement Program (CIP) budget.

Budget Line	Item	FY22-23 Budgeted	FY22-23 Requested
	FIND Waterways Assistance Grant (requested amount)		\$119,602
	FY22/23 CIP (to be budgeted in anticipation of the receipt of the grant)	\$60,000	
	Total	\$ 179,602	

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

RESOLUTION NO. 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, REQUESTING ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM FOR THE ACQUISITION OF A NEW MARINE PATROL VESSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) is interested in carrying out the following described project for the enjoyment of the citizenry of the Village; and

WHEREAS, the title of the project is Marine Patrol Vessel Acquisition (the “Project”) with a total estimated cost of one hundred fifty five thousand dollars (\$155,000); and

WHEREAS, the Project will consist of the purchase of a new marine patrol vessel for the Village’s Police Department; and

WHEREAS, the Village Council believes this purchase will be in the best interest and safety 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. The Village Council hereby authorizes the Village Manager to request assistance under the Florida Inland Navigation District Waterways Assistance Program for the Project.

Section 3. Application. The Village Manager shall apply to the Florida Inland Navigation District (FIND) in the amount of 38.7% of the actual cost of the Project on behalf

of the Village.

Section 4. Terms & Conditions. The Village will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C., and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

Section 5. Proposal. The Village is in complete accord with the attached proposal and that it will carry out the Project in a manner described in the proposal, and any plans and specifications attached thereto unless prior approval for any change has been received from FIND.

Section 6. Financing. The Village has the ability and intention to finance its share of the cost of the Project and that the Project will be operated and maintained at the expense of the Village for public use.

Section 7. Discrimination. The Village will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

Section 8. Financial Records. The Village will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement.

Section 9. Audit. The Village will make available to FIND if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

Section 10. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of March 2022.

MICHAEL W. DAVEY, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Marine Patrol Vessel Acquisition



Waterways Assistance Programs

ATTACHMENT E-1
APPLICATION CHECKLIST
WATERWAY ASSISTANCE PROGRAM FY 2022

Project Title:	Marine Patrol Vessel Acquisition
Applicant:	Village of Key Biscayne

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: <u>For District Commissioner initials ONLY!</u>) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	<u>TSC</u>	_____
2. Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	☒	☐
3. Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)(Form must be completed and signed)	☒	☐
4. Project Information – E-3 (Form No. 90-22a, 1 page)	☒	☐
5. Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. No signatures required	☒	☐
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	☒	☐
7. Project Timeline – E-6 (Form No. 96-10, 1 page)	☒	☐
8. Official Resolution Form – E-7 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	☒	☐

ATTACHMENT E-1 (Continued)**APPLICATION CHECKLIST**

WATERWAY ASSISTANCE PROGRAM FY 2022

	<u>YES</u>	<u>NO</u>
9. Attorney's Certification (Land Ownership) – E-8 (Must be on or follow format of Form No. 94-26, Legal descriptions NOT accepted in lieu of form)	☐	☒
10. County/City Location Map	☒	☐
11. Project Boundary Map	☐	☒
12. Clear & Detailed Site Development Plan Map	☐	☒
13. Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	☐	☒

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2022 By May 16, 2022 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 19, 2022. If the information in Item 13 is not submitted to the District office by September 19, 2022, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Ana Y. Guerra TITLE: Executive Services Administrator**** SIGNATURE - PROJECT LIAISON ****03-25-2022

DATE

FIND OFFICE USE ONLY

Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

ATTACHMENT E-2
APPLICANT INFORMATION & PROJECT SUMMARY
WATERWAY ASSISTANCE PROGRAM FY 2022

APPLICANT INFORMATION			
Applicant: Village of Key Biscayne			
Department: Key Biscayne Police Department			
Project Title: Marine Patrol Vessel Acquisition			
Project Director: Francis J. Sousa		Title:	Chief of Police
Project Liaison: (if different from Director)	Ana Y. Guerra	Title:	Executive Services Administrator
Mailing Address:	88 West McIntyre Street		
City: Key Biscayne	Zip Code:	33149	
Email Address: ayguerra@kbpd.net	Phone #:	(305) 365-8956	
Project Address:			

*** I hereby certify that the information provided in this application is true and accurate. ***

SIGNATURE: _____



DATE: _____

3.25.22

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

The Village of Key Biscayne is requesting financial assistance in the amount of \$60,000 to purchase a new vessel to be used to enhance public safety along the island community's waterways. The new 28-foot RIB patrol boat will be operated by the marine officers of the Key Biscayne Police Department. The new vessel will replace the existing boat, which was originally purchased in 2005. The current vessel is reaching the end of its useful lifespan, and repetitive maintenance has led to many periods during which the marine unit could not operate the vessel. These periods of inactivity have impacted the ability of law enforcement officers to provide marine-based public safety services.

The Village has identified the make and model of the vessel needed to effectively patrol the waterways around the island. The 28-foot RIB provides the capability to provide a wide range of responses. With the new vessel, the marine patrol will be able to increase law enforcement operations that include waterway patrol, search and rescue, surveillance, certified police divers, as well as other appropriate marine activities. For the island community, the vessel will also provide critical access for responders to the waterfront properties that might otherwise be inaccessible by land. The purchase of the new vessel will provide a significant benefit to the Village.

ATTACHMENT E-3 PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2022

Applicant: Village of Key Biscayne	Project Title: Marine Patrol Vessel Acquisition	
Total Project Cost: \$ 179,602	FIND Funding Requested: \$ 60000	% of Total Cost: 33
Amount of Applicant's Matching Funds:	\$119602	
Source of Applicant's Matching Funds:	Village of Key Biscayne	

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ☒

2. If leased or other, please describe lease or terms and conditions:

Key Biscayne Police will operate the vessel in Village waters and respond to incidents in adjacent waters.

3. Has the District previously provided assistance funding to this project or site? Yes ☐ No: ☒

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

The project will provide a new patrol vessel to provide public safety for the waters that surround Key Biscayne.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

None

7. Are fees charged for the use of this project? No ☐ Yes ☒ **

**If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	N/A		
DEP	N/A		
ACOE	N/A		

**ATTACHMENT E-4
EVALUATION WORKSHEET**

WATERWAY ASSISTANCE PROGRAM FY 2022

DIRECTIONS:

All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Marine Patrol Vessel Acquisition
Applicant:	Village of Key Biscayne

1) PRIORITY LIST:

- a) **Denote the priority list category of this project from Attachment C in the application.**
(The application may only be of **one** type based upon the predominant cost of the project elements.)

13. Waterway boating safety programs & equipment.

- b) **Explain how the project fits this priority category.**

The acquisition of a new marine patrol vessel for law enforcement will further Category #13 "Waterway boating safety programs & equipment." The vessel will allow the Key Biscayne Police Department to enhance public safety on the waterways.

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to _____ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.**

The acquisition of the vessel will further the mission of the District by increasing the safety of boaters and the waterways. The VKPD's Marine Patrol Unit will utilize the vessel to enhance boater safety, increase the enforcement of laws, protect the waterway, and respond to emergency incidents.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

The highly visible presence of the vessel and the officers will ensure that navigation is protected for all boaters by increasing the awareness of boating safety and enforcing laws when necessary. The increase in public safety will lead to safer and more effective navigation of the waters.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) Describe how the project increases/improves boater/public access.
Estimate the amount of total public use.**

The resulting enhancement of public safety and boater safety will lead to increased access and enjoyment for boaters. Having an attractive and safe boating environment that allows access for all is crucial in the continued growth of boating and waterway access.

- b) Discuss the regional and local public benefits provided by the project.
Can residents from other counties of the District reasonably access and use the project? Explain.**

The project will increase the benefits for both local and regional users of the waterway. While the impact will be primarily for local boaters, the new vessel will enhance public safety for all boaters including those from outside the area who take advantage of the waterways. The area does experience a number of boaters from outside the Village and the County.

- c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?**

Not Applicable

(For reviewer only)
(1-8 points)

4) TIMELINESS:

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

The Village has identified the make and model of the boat along with specific features it will acquire. A cost estimate from a vendor has been obtained. Once funding is secured and a grant agreement executed, the vessel will be ordered. Delivery time is anticipated to be four months. The patrol vessel will be operational within five months.

- b) Briefly explain any unique aspects of this project that could influence the timeline.**

There are no anticipated factors that would impact the timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.**

The Village will provide 66% of the total project cost. The local share of \$119,602 will come from the FY2023 Budget and Capital Improvement Program (CIP).

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

The cost to purchase the vessel may increase in between this application and the date the order is placed in the Fall of 2022. Any potential increase cannot be estimated, but the Village will be responsible for any additional funding needed to complete the purchase.

- c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.**

Not Applicable

- d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

Not Applicable

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

- a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?**

The acquisition of the new vessel is needed due to the end of its useful life. Repetitive maintenance and regular periods of downtime have significantly impacted the Department's ability to effectively provide safety for waterway users. To address this situation, the Village is in need of a modern vessel with greater reliability and capabilities including new technology.

While the need for a new vessel due to the age of the existing vessel is the primary reason for the project, the increase in boaters and activity along the waterways is another factor the new vessel will help address. From 2021 to 2022, the number of calls the Marine Unit responded to increased from 297 to 593. This increased level of demand is only expected to continue in the coming years.

- b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.**

The vessel will be maintained by the Key Biscayne Police Department. Funding for maintenance is appropriated by the Village Council each year as part of the Department's annual operating budget.

- c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

The project is not part of an existing management plan.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.

b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?
- b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.

- b) What is the design life of the proposed materials compared to other available materials?

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25A
Rule 66B-2.005 (Effective Date: 3-21-01, revised 4-24-06, 1-27-14)

WATERWAY ASSISTANCE PROGRAM FY 2022

7) THOROUGHNESS:

- (For reviewer only)
(1-5 points)

8) DELIVERABLES:

- a) Describe the materials and project deliverables to be produced by this project.
- b) Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

- a) Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- b) What previous projects of this nature have been completed by the program manager?

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25B

Rule 66B-2.005 (Effective Date: 3-21-01, Revised 4-24-06, 1-27-14)

ATTACHMENT E-4C
EVALUATION WORKSHEET
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW
ENFORCEMENT OR BOATING SAFETY PROJECT

7) VIABILITY:

- c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.**

The project will provide the Village and its law enforcement officers with the tools needed to effectively provide safety and security in the waters that surround the island community. For both boaters and waterfront properties, the vessel will decrease potential accidents and damage and increase enjoyment of the waterway. In addition, the vessel and its officers will be able to assist neighboring law enforcement entities such as Miami-Dade County with emergency response. The project will enhance waterway patrol, search and rescue, surveillance, and emergency response within the waterways.

- d) How does the project provide significant benefits or enhancements to the District's Waterways?**

The project will enhance waterway patrol, search and rescue, surveillance, and emergency response within the waterways. All these activities are important parts of making the District's waterways not only safe but also attractive to users and help protect the environment.

(For reviewer only)
(1-3 points)

8) EXPERIENCE & QUALIFICATIONS:

- a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

The Village has seven officers that are certified Marine Patrol, and two of those officers are Captain Licenses Officers. Each officer assigned to the Marine Patrol must undergo a Basic Law Enforcement Marine Patrol Course that ranges from 40-80 hours of training.

- b) **Have the personnel participated in or received state marine law enforcement training?**

All seven officers that are part of the Marine Patrol must undergo marine law enforcement training.

*(For reviewer only)
(1-2 points)*

9) DELIVERABLES:

- a) **Describe the anticipated, long-term measurable results of implementing this project.**

The long-term benefits of the project include meeting the need for an effective level of service for waterway incident response, increased safety and security for boaters, and enhanced navigation. Another long-term benefit of the project will be increased awareness of boater safety for recreational boaters.

- b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

The project will allow the Village Police Department to provide service to all the waterways that surround not only the Village limits but also the large County park to the north of the community and the State park situated to the south. The service will also include emergency response to adjacent waters as part of aid to other agencies.

- c) **Does the project fulfill a particular community need?**

As an island community, providing safety and security on the water is important. The need for public safety goes beyond residents to the large number of boaters who use the waters surrounding the island. The increase in outdoor pursuits due to COVID has included recreational boaters. As use grows so will the need for an effective response.

*For reviewer only)
(1-4 points)*

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

One of the benefits of the project will be to increase the presence of law enforcement personnel on the water. The ability to interact with boaters will enable the awareness of boating safety and environmental conservation to be enhanced.

b) How does the project or program provide effective public boating education or expand boater safety?

A benefit of the project will be to increase the presence of law enforcement personnel on the water. The ability to interact with boaters will enable the awareness of boating safety. Through personal and impactful interactions, the experienced marine officers will be able to educate boaters on how to navigate safely, protect both personal safety and the safety of other boaters, and decrease the damage to property.

*(For reviewer only)
(1 -3 points)*

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4D
EVALUATION WORKSHEET
INLET MANAGEMENT & PUBLIC NAVIGATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET
MANAGEMENT OR PUBLIC NAVIGATION PROJECT

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

- a) Will the project enhance public access to or from the waterways? Describe in brief detail.

- b) List the upstream publicly accessible facilities with improved access as a result of this project.

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

- a) Are there additional economic benefits to be realized by implementing this project?

- b) Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E
EVALUATION WORKSHEET
BEACH RENOURISHMENT PROJECTS
WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
BEACH RENOURISHMENT PROJECT

7) WATERWAY RELATIONSHIP:

- a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

8) VIABILITY:

- a) Is the project site defined as critically eroded area by a statewide beach management plan?
- b) Cite the quantifiable rate of erosion in this area.
- c) Is the project an important component of an overall beach management effort?

(For reviewer only)
(1 -4 points)

9) PUBLIC BENEFITS:

- a) Are there quantifiable public benefits demonstrated by the project?
- b) Is there adequate public access to the project area?
Please describe location and amount.

(For reviewer only)
(1-2 points)

10) PROJECT FUNDING:

- a) Describe any assistance funding from other sources.

- b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1-2 points)

RATING POINT TOTAL: _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4F
EVALUATION WORKSHEET
EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2022

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

11. (EXTRA) STORM DAMAGE EVALUATION:

- a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

- b) Has this site/project previously received funding from FIND

- c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

- d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5 PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2022

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Marine Patrol Vessel Acquisition
Applicant:	Village of Key Biscayne

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
Marine Law Enforcement Vessel Purchase (28' RIB)	179,602.00	60,000.00	119,602.00

**TOTALS =	\$ 179,602.00	\$ 60,000.00	\$ 119,602.00
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ATTACHMENT E-6
PROJECT TIMELINE
WATERWAY ASSISTANCE PROGRAM FY 2022

Project Title:	Marine Patrol Vessel Acquisition
Applicant:	Village of Key Biscayne

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date	Component
Grant Award	October 2022
October 2022 - December 2022	Funding Agreement Execution
December 2022	Purchase of the vessel
April 2023	Vessel operational



VILLAGE OF KEY BISCAINE

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Allison McCormick

Edward London

Ignacio J. Seguro

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: April 12, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Executing an Easement Agreement between the Village of Key Biscayne and the Island House 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 Island House 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 was 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 in perpetuity. The total fee for improving the path is estimated not to exceed \$75,000. Funding will be allocated from the FY23 Budget. An FDEP Coastal Partnership Initiatives Grant will be submitted to obtain external funding to cover the cost of renovating the path. Deadline for submission of the grant application is October 15, 2022.

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



VILLAGE OF KEY BISCAINE

- 4- Public Access #4 (PA-4): Between the Sands and KB Beach Club
- 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 redesigned by the director of 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 Island House 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 be maintaining 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. 2022 - _____

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 ISLAND HOUSE APARTMENTS, INC. RELATING TO THE PROPERTY LOCATED AT 200 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, Island House Apartments, 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 200 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 Island House Apartments, Inc., the Village Council hereby approves and accepts the Easement, in substantially the form attached hereto as Exhibit "A."

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 _____, 2022.

MICHAEL W. DAVEY, 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"

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

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
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 The Island House Apartments, Inc., a Florida corporation, (hereinafter referred to as the "Grantor"), and the Village of Key Biscayne, a Florida municipal corporation (hereinafter referred to as the "Village").

RECITALS:

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 ("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. In connection with non-routine beach re-nourishment performed by the Village, the Village (and/or its contractor or vendor) may utilize larger vehicles, as necessary with advance reasonable notice provided to Grantor. 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 exclusive and 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 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, including closures 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.

4. **Improvements to Beach Easement Areas; Maintenance and Repair.** Village shall install and construct, at its sole cost and expense, certain improvements on the Easement Area, to make the Easement Area suitable for pedestrian, bicycle and limited vehicular (golf cart) (as per 3. above) access, including (a) installation of a paved path and/or walkway on the Beach Easement Areas; (b) landscaping; (c) fencing, and (d) limited lighting as approved by applicable governmental and permitting agencies (the improvements described in (a), (b), (c) and (d) above shall be hereinafter collectively referred to as the "Improvements"). 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 and lighting thereon. 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 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.

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 the 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 in the event there is no federal assistance provided with respect to the Re-Nourishment Program, and the Village council approves such termination after a public hearing.

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 any condominium association and/or or unit owners owning, operating or maintaining any part of the Easement Area as part of a condominium).

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.

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.
2525 Ponce de Leon Blvd. Suite 700
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 from Crandon Boulevard to the Easement Area maintained and operated by the Village during the term of the Easement without Grantor's consent. Further, 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 to reconfigure the sidewalk and determine an appropriate location for a crosswalk on Ocean Lane, to ensure that pedestrians leaving the Easement Area have a safe path to cross Ocean Lane. The Village shall add clear signage to indicate the access points to the Easement Area from the Village Beaches.

18. Bicycle Parking. The Village shall construct designated bicycle parking near the Easement Area at a location mutually agreed upon by the parties.

[SIGNATURE PAGES TO FOLLOW]

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

GRANTOR:

**THE ISLAND HOUSE APARTMENTS,
INC., a Florida 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 THE
ISLAND HOUSE APARTMENTS, INC., a Florida 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]

VILLAGE:

VILLAGE OF KEY BISCAYNE a Florida
municipal corporation

By: _____

Name: _____

Title: _____

Notary Public, State of Florida

Commission expires: _____

EXHIBIT A

A 70 foot wide Private Drive over and across a portion of Tract 2, of SUBDIVISION OF A PORTION ON MATHESON ESTATE, according to the Plat thereof, recorded in Plat Book 46, Page 86, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Tract 2; thence run East along the South line of said Tract 2, 583.51 feet to a point; thence run North 163.01 feet to the Point of Beginning on the Southerly right-of-way line of the following described Private Drive; thence continue North along a line, which is the East line of a 70 foot wide right-of-way, recorded December 3, 1965, in Official Records Book 4846, Page 73, of the Public Records of Miami-Dade County, Florida, for a distance of 75.74 feet to a point on the Northerly right-of-way line of said Private Drive, said point being on a curve concave to the Northwest and bearing South 24°53'01" East from the center of said curve; thence run Northeast along the arc of said curve, having for its elements a radius of 325 feet, a central angle of 1°46'02", for a distance of 10.02 feet, to a Point of Tangency; thence run North 63°20'57" East, 229.13 feet to the Point of Curvature of a curve concave to the South; thence run along the arc of said curve, having for its elements a radius of 485 feet and a central angle of 73°15'49", for a distance of 620.17 feet to a point of compound curvature, thence run Southerly, Westerly and Northerly along the arc of a curve having for its elements a radius of 50 feet and a central angle of 214°50'46", for a distance of 187.49 feet to a point of reverse curvature; thence run along the arc of a curve concave to the Southwest, having for its elements a radius of 75 feet and a central angle of 46°58'20" for 61.49 feet to a point of compound curvature; thence run along the arc of a curve concave to the South, having for its elements a radius of 415 feet and a central angle of 61°08'15", for 442.83 feet to a Point of Tangency; thence run South 63°20'57" West, 229.13 feet to a Point of Curvature of a curve concave to the Northwest, thence run along the arc of said curve, having for its elements a radius of 395 feet and a central angle of 6°23'43" for a distance of 44.09 feet to the Point of Beginning, said point bearing South 20°15'20" East from the center of said curve.

LESS a portion of a parcel of land described in Official Records Book 5327, Page 528, of the Public Records of Miami-Dade County, Florida, recorded December 30, 1966, more particularly described as follows: Commence at the Southwest corner of Tract 2, of SUBDIVISION OF A PORTION OF MATHESON ESTATE, according to the Plat thereof, recorded in Plat Book 46, Page 86, of the Public Records of Miami-Dade County, Florida; thence run East 1431.62 feet along the South line of said Tract 2 to a point of deflection in said South line; thence run North 6°40'04" East 171.16 feet to a point; thence run West 92.20 feet to the Point of Beginning of parcel to be dedicated for right-of-way; thence continue West 33.66 feet to a point; thence run South 6°40'04" West 8.43 feet to a point on a curve concave to the North and bearing South 7°17'20" West from the center of said curve; thence run Easterly along the arc of said curve, having for its elements a radius of 50 feet and a central angle of 41°45'01" for a distance of 36.43

feet to the Point of Beginning, said point bearing South $34^{\circ}27'41''$ East from the center of said curve.



VILLAGE OF KEY BISCAINE

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Seguro

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: April 12, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Contract Award for RFP 2020-50; Disaster Debris Monitoring

RECOMMENDATION

I recommend that Village Council approve the attached resolution authorizing the Village Manager to execute an agreement with Witt O'Brien's LLC (the "Consultant"), substantially in the form attached as Exhibit A, for emergency disaster debris monitoring services on an as-needed basis. The agreement will be for an initial three (3) year term with two (2) one-year renewal options at the same terms, conditions and pricing as set forth in the agreement. The Village incurs no costs for these services until activated by an emergency event.

BACKGROUND

The Village requires a qualified firm to provide disaster debris monitoring services in accordance with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). The services include Collection Monitoring, Temporary Debris Staging and Reduction ("TDSR") site monitoring, Residential Debris Drop-off Site ("RDDS") monitoring, data reporting, and other related services.

Procurement issued Request for Proposals ("RFP") 2020-50 for Disaster Debris Monitoring on April 22, 2020 and received two proposals. Procurement performed a due diligence review of the proposals for responsiveness and found no material defects in the proposals, nor in the Proposers' qualifications. The Evaluation Committee was provided the responsive proposals and met on August 4, 2020. After a thorough review, the Committee ranked Witt O'Brien's LLC as the lowest, *cost* most responsive and responsible firm providing the best value to the Village.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING
WITT O'BRIEN'S LLC FOR EMERGENCY DISASTER
DEBRIS MONITORING SERVICES PURSUANT TO
REQUEST FOR PROPOSAL NO. 2020-50; PROVIDING FOR
AUTHORIZATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on April 22, 2020, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2020-50 (the "RFP") seeking proposals from qualified firms to provide emergency disaster debris monitoring services (the "Services"); and

WHEREAS, two sealed proposals were received by the RFP deadline; and

WHEREAS, after review and evaluation of the proposals submitted, the Selection Committee ranked Witt O'Brien's LLC (the "Consultant") as the lowest, most responsive and responsible firm that provides the best value to the Village for the Services; and

WHEREAS, the Village Council desires to select the Consultant to perform the Services and authorize the Village Manager to enter into an agreement with the Consultant in substantially the 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.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Selection.** That the Village Council hereby selects the Consultant for the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to enter into an agreement with the Consultant for the Services 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 _____ day of _____, 2022.

MICHAEL W. DAVEY
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"

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

WITT O'BRIEN'S LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **WITT O'BRIEN'S LLC**, a Delaware limited liability company authorized to do business in Florida (hereinafter, the "Consultant").

WHEREAS, on April 22, 2020, the Village issued Request for Proposal No. 2020-50 , which is incorporated herein by this reference, seeking proposals from qualified firms to provide Disaster Debris Monitoring Services, as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A" (the "Services," as further defined below); and

WHEREAS, the Consultant submitted a proposal to the Village to perform the Services on behalf of the Village, all as further set forth in the Proposal dated May 18, 2020, attached hereto as Exhibit "B"; and

WHEREAS, on [DATE], the Village adopted Resolution No. 21-XX selecting Consultant's Proposal to provide the Services; 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 "C"; 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 set forth in the Scope of Services and the Consultant's Proposal, which are attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by reference (collectively, the "Services").

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 three years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two additional one 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. Compensation for Services provided by Consultant shall be in accordance with the Rate Schedule attached hereto as Exhibit "C."
- 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.

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 related to this Agreement and the performance of the Services.

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.
- 8.5. In the event the Village is in default with the terms of this Agreement, the Consultant shall provide written notice to the Village Manager of such default and provide the Village seven (7) calendar days to cure such default. If the Village remains in default seven (7) calendar days after providing the Village Manager written notice of such default, the Consultant may terminate 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 the final 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 reasonable 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, to the extent arising from Consultant's negligent 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 to the extent 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.

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: Exhibit C – Rate Schedule;
 - 26.3. Third Priority: Exhibit A – Scope of Services;
 - 26.4. Fourth Priority: the RFP;
 - 26.5. Fifth Priority: Exhibit B – Consultant's Proposal; and
 - 26.6. Sixth Priority: Work Orders, with later date taking precedence.
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.

28. Federally Required Clauses.

28.1. Equal Employment Opportunity. During the performance of this Agreement, the Consultant agrees as follows:

28.1.1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

28.1.2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

28.1.3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

28.1.4. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

28.1.5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

28.1.6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

28.1.7. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

28.1.8. The Consultant will include the portion of the sentence immediately preceding subsection 28.1 and the provisions of subsections 28.1.1 through 28.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following

actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28.2. Compliance with the Contract Work Hours and Safety Standards Act. During the performance of this Agreement, the Consultant agrees as follows:

28.2.1. Overtime requirements. The Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

28.2.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 28.2.1. of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 28.2.1. of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 28.2.1. of this section.

28.2.3. Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 28.2.2. of this section.

28.2.4. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in subsections 28.2.1 through 28.2.4. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 28.2.1. through 28.2.4. of this section.

28.3. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Consultant agrees to comply with the following federal requirements:

28.3.1. Clean Air Act.

28.3.1.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

28.3.1.2. The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

28.3.1.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

28.3.2. Federal Water Pollution Control Act.

28.3.2.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

28.3.2.2. The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

28.3.2.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

28.4. Debarment and Suspension. During the performance of this Agreement, the Consultant agrees as follows:

28.4.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required, and will, verify that neither Consultant, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

28.4.2. The Consultant will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

28.4.3. Consultant's certification is a material representation of fact relied upon by the Village. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 28.4.4.** The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- 28.5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** During the performance of this Agreement, the Consultant agrees as follows:
- 28.5.1.** The Consultant certifies to the Village that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Agreement.*
- 28.5.2.** Consultant will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Village.
- 28.6. Procurement of Recovered Materials.** As required by federal program legislation, Consultant agrees to the following:
- 28.6.1.** In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- 28.6.1.1. competitively within a timeframe providing for compliance with the contract performance schedule;
 - 28.6.1.2. meeting contract performance requirements; or
 - 28.6.1.3. at a reasonable price.
- 28.6.2.** Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 28.6.3.** The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 28.7. DHS Seals, Logos, and Flags.** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 28.8. Compliance with Federal Law, Regulations, and Executive Orders.** The Consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 28.9. No Obligation by Federal Government.** Consultant acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

28.10. Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant actions pertaining to this Agreement.

28.11. Access to Records.

28.11.1. The Consultant agrees to provide the State of Florida, the Village, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

28.11.2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

28.11.3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

28.12. Small and Minority Businesses, Women's Business Enterprises.

28.12.1. Consultant shall comply with 2 C.F.R. § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."

28.12.2. If subcontracts are to be let, the Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

[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-participation-enrollment-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: _____

Witness #2 Print Name: _____

Title: _____

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

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned, **Witt O'Brien's, LLC**, certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Offeror, **Witt O'Brien's, LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Officer: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SECTION 2. SERVICES NEEDED BY THE VILLAGE

2.1 PROJECT SCOPE

The Village is seeking a Contractor to perform emergency debris removal monitoring to include Collection Monitoring, Temporary Debris Staging and Reduction ("TDSR") site monitoring, Residential Debris Drop-off Site ("RDDS") monitoring, data reporting, and other related services.

2.2 PROJECT MANAGEMENT/PROCESS OVERSIGHT

The Contractor shall be responsible for the overall monitoring of debris contractors. This will include monitoring the Debris Removal Contractor's ("DRC") progress and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The Contractor shall coordinate with the DRC to ensure a well-managed, organized approach to debris collection and shall recommend the routing collection plan for approval by the Village.

The Contractor shall appoint a Project Manager for the overall coordination and communication with the Village. This Project Manager will serve as the Village's primary point of contact and shall remain on the job at all times it is operational. Contractor must use all reasonable efforts to ensure the individual serving as the Program Manager remains consistent throughout the life of the contract. The Program Manager must be familiar with Village's Comprehensive Emergency Management Plan ("CEMP").

The Contractor shall provide a temporary field office for the monitoring staff if directed by the Village. The office shall include telephone, computer, copier and fax.

Examples of project management/process oversight tasks include but are not limited to:

1. Coordinating daily briefings, work progress, staff and other key items with the Village and DRC.
2. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.
3. Establishing a schedule for the inspectors each day.
4. Monitoring and recording the weight (in tons) of each vehicle in service.
5. Tracking and coordinating with Village personnel to respond to problems in the field, citizens' complaints, to include commercial or residential property damage claims as a result of debris removal.
6. Conducting end of day duties, verifying all vehicles have left the TDSR & RDDS sites at Village's specified time, and sites are secured [gate locked] to prevent illegal dumping.
7. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the Village and updated by 10:00 AM of each business day of the progress from previous the previous day(s) work.
8. Scheduling and managing field staff.
9. Scheduling and conducting periodic meetings with field staff and Contractors.
10. Ensuring all applicable FEMA policies and regulations are followed.

2.3 STARTUP OPERATIONS

The Program Manager, key personnel, and at least 10 fully trained field monitors will report to the Village's Emergency Operations Center ("EOC") within twelve (12) hours after the disaster event has passed and the EOC has initiated its response efforts. The Village may issue a Notice to Proceed ("NTP") in anticipation of a disaster event with the expectation that Contractor commence the work as soon as possible after the disaster event has passed. Contractor must commence work no later than after completion of the first push (24 hours after the disaster has passed). The Contractor must deliver to the Village an Event

Performance Bond for the full amount of the Task Work Order within seven (7) days of issuance of the NTP.

The Contractor must be operational at the completion of the first push (24 hours). The DRC and Village employees (if applicable) will report to the Field Operations Center to obtain work orders and field monitors from the Contractor before work is commenced. Contractor must prepare all project worksheets, right-of-way entry forms and any other required forms for the work group.

The Program Manager will assist the Village in developing a Debris Management Action Plan for the specific occurrence. Contractor may also be requested to assist in other debris recovery planning efforts such as identifying adequate TDSR, estimating debris quantities, and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.

2.4 FIELD COLLECTION MONITORING

In order to obtain FEMA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall verify that the Village's DRC has established an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA data. The Contractor shall train collection monitors to assure that proper County and FEMA documentation protocol requirements are instituted and followed.

Contractor shall provide a field quality control team consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the Village. Should the Contractor wish to adjust the specified field staffing, a detailed plan should be submitted to the Village for review and approval prior to adjustment. The Contractor shall provide daily feedback to the Village through the management team.

All field team members shall be equipped with state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

The Contractor must certify every debris-hauling vehicle prior to performing debris collection hauling. The field monitors shall verify that each collection vehicle has been weighed and placarded by the Village's DRC. Contractor must monitor and document all debris removal vehicles specifications, volume, load, and any other information or activity deemed necessary and/or appropriate.

Examples of field collection monitoring tasks include, but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.
2. Verification that the DRC is working in their assigned contract areas.
3. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
5. Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities, and GPS coordinates.
6. Report to the Village any work performed by the DRC that is not in compliance with all federal, state, local safety regulations appropriate for the task being performed.

2.5 LOAD TICKETS PROCESS

The Contractor shall ensure that the DRC has established a load ticket process complete with forms to be provided to collection monitor staff for recording of FEMA data. Load tickets should consist of multiple

copied pages, (original and four (4) copies). The Contractor shall retain original completed tickets on behalf of the County. Additionally, the DRC, vehicle driver, the subcontractor, and the Contractor shall also receive copies of completed load tickets. Tickets retained/collected by the Contractor on behalf of the County shall be turned over to the County daily.

Load tickets shall include the following minimum information:

1. Date
2. Time
3. Map page
4. Section number
5. Complete street address of closest property
6. Nearest cross streets
7. Tag number
8. Type of debris
9. Vehicle number
10. Percent of volume full
11. Driver name (printed) and signature
12. Field monitor's name (printed) and signature
13. Name of sub-contractor
14. Tower monitor's name (printed) and signature

2.6 TEMPORARY DEBRIS STAGING AND REDUCTION (TDSR) SITE AND RESIDENTIAL DEBRIS DROP-OFF SITE (RDDS) MONITORS

The Contractor shall provide a minimum of two (2) site monitors for each TDSR & RDDS site. These staff members in conjunction with the project management team shall coordinate the logistics of the site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as, but not limited to, vehicle fullness and type of waste). The Contractor shall observe all vehicles entering and exiting the TDSR & RDDS sites ensuring all vehicles are in good repair and safe with secure side boards. No vehicles will be allowed to enter a TDSR site without a tailgate. The Contractor shall provide verification that all sites have access control and security.

When a TDSR site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the weight(s) in tons are correct. The site monitor should not sign or accept any partially completed information. The Contractor shall provide RDDS Site Monitoring for all incoming debris to the Village's designated residential debris drop off sites, ensure only the Village residents are using the facility, that all deliveries are documented, communicate to residents on proper handling and disposal practices, distribute informational flyers, report and document suspected commercial activity for investigation, notify residents that unsecured loads, protruding debris or other unsafe transport practices will prohibit use of facility, and report safety or other hazard situations to the Village.

2.7 EMERGENCY MANAGEMENT PLANNING AND TRAINING

The Contractor shall participate in all Village emergency management training exercises as directed by the Village. The Contractor shall provide the following:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

3. Development of a debris management plan – including identification of an adequate number of TDSR locations. Staff training as necessary.
4. Procurement assistance for DRCs and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management, and Village Commissions, Boards and Panels
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the Village.
8. Other reports and data as required by the Village.

2.8 PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the Village, the Contractor shall provide the following services:

1. Identification of eligible emergency and permanent work (Category A-G);
2. Damage Assessment;
3. Assistance in attaining Immediate Needs Funding;
4. Prioritization of recovery workload;
5. Loss measurement and categorization;
6. Insurance evaluation, documentation adjusting and settlement services;
7. Project Worksheet generation and review;
8. FEMA, FHWA and NRCS reimbursement support;
9. Staff augmentation with experienced Public Assistance Coordinators and Project Officers, response support personnel experienced in Incident Command System (ICS) (example, PIO, Planning, Operations, Logistics, Finance personnel)
10. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
11. Appeal services and negotiations;
12. Provide disaster response training to Village staff members;
13. Reconstruction and long-term infrastructure planning; and
14. Final review of all emergency and permanent work performed.

2.9 CERTIFICATION OF PERSONNEL

Senior management personnel of the Contractor will participate, upon request, in training and briefing sessions held by representatives of the Village. Senior personnel of the Contractor and all Subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System ("NIMS"). Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used. Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations. Upon their deployment for field operations, all Contractor and Sub-Contractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

2.10 ADDITIONAL SUPPORTING DOCUMENTATION

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the

Village and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

2.11 REPORT MAINTENANCE

Contractor will be subject to audit by federal, state and local agencies pursuant to the agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years from project closeout.

2.12 ADDITIONAL SERVICES

2.12.1 Manpower

Contractor shall provide necessary manpower to assist Village with logistics, operations and community relations in an emergency activation. Personnel shall be experienced in Incident Command System ("ICS").

END OF SECTION

EXHIBIT B
CONSULTANT'S PROPOSAL

DISASTER DEBRIS MONITORING

RFP # 2020-50

Submitted To:
Village of Key Biscayne

Date: May 18, 2020



wittobriens.com

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A: LETTER OF INTENT

May 18, 2020

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

RE: Response to Village of Key Biscayne RFP No. 2020-50 – Disaster Debris Monitoring

Witt O'Brien's, a limited liability company, is pleased to submit this proposal to the Village of Key Biscayne (the Village) to provide as-needed, emergency debris monitoring and recovery services. We have decades of experience in disaster response and recovery, debris monitoring and management, and grants management. Our mission is to offer a complete range of planning, mitigation, preparation, and prevention services that can help the Village be better prepared before a crisis occurs, and to provide professional and timely services after a disaster to help you **Control the Outcome®**.

We have supported debris monitoring and management efforts in cities and counties across Florida, Georgia, North and South Carolina, Louisiana, Kentucky, Oklahoma, Texas, New Jersey, Arkansas, Massachusetts, and the U.S. Virgin Islands (USVI). Our team has provided emergency management services to many clients in Florida, including the City of Edgewater, the City of Fernandina Beach, Alachua County, the Town of Miami Lakes, Washington County, the Town of Ponce Inlet, and many other communities. We have also held a standby debris monitoring contract with the Village since June 2017.

We can offer expertise and technical advice on all debris management activities, such as developing Federal Emergency Management Agency (FEMA)-compliant debris monitoring plans; hiring and training field staff; electronic or paper load ticketing; disseminating information to the public; selecting debris management sites; measuring and certifying trucks; managing hazardous debris; tracking and reporting damages; identifying ineligible debris; managing and reporting data; and documenting removal costs. Highlights of our approach for the Village will include:

- Use of an automated debris management system (ADMS) called **DebrisPro™** to capture and document debris operations in real-time, reducing the likelihood of errors or lost records, and
- Understanding all stakeholders' roles (e.g., the Village, contractor, the public) in debris removal, and contributing to effective strategies for coordination, integration, and use of resources.
- Mobilization of personnel with extensive experience working within the state of Florida, who have a thorough understanding of the state's environmental laws and regulations.

For any questions about this proposal, our capabilities, or our past projects, please contact Charles Bryant, Director of Debris Operations at 337-476-0158 or cbryant@wittobriens.com, cc: contractrequests@wittobriens.com. Witt O'Brien's can assure the Village that we have the experience and knowledge to perform all aspects of the required work.

We appreciate your time and consideration.

Respectfully,

Witt O'Brien's, LLC

Greg Fenton, Chief Operating Officer (COO)
Authorized to sign on behalf of and bind the company

B: PROPOSER QUALIFICATIONS

a. List of Public/Private Clients.

Our debris monitoring customers are in multiple counties and cities in California, Florida, Georgia, Louisiana, Massachusetts, Maryland, North and South Carolina, Texas, and Virginia. Our clients appreciate that we are small enough to be highly responsive to client needs, while also possessing the depth of resources, experience and expertise necessary to produce the highest quality work.

Currently, our firm has 62 active, ongoing debris monitoring contracts nationwide, all of which involve cooperation and collaboration with FEMA, state emergency and environmental agencies, and local governments.

Below is a list of clients from within the past three years. We have bolded those contracts that have included debris monitoring work. More information can be provided to the Village of Key Biscayne upon request.

- **Alachua County, FL**
- Bay Health Foundation, FL
- Bloomberg Philanthropies
- **City of Bradenton, FL**
- **School Board of Broward County, FL**
- California State University System
- **Columbia County, GA**
- **Town of Davie, FL**
- **City of Edgewater, FL**
- Fairfax County, VA
- **City of Fernandina Beach, FL**
- **Florida Department of Transportation**
- Fort Bend County, TX
- City of Galveston, TX
- **Hernando County, FL (*under evaluation for contract renewal*)**
- Hillsborough County, FL
- **City of Homestead, FL**
- Indian River County, FL
- **City of Key West, FL**
- Lafourche Parish, LA
- **School District of Lee County, FL**
- **City of Lighthouse Point, FL**
- Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)

- Miami-Dade County, FL
- **City of Miami Gardens, FL**
- **Town of Miami Lakes, FL**
- **City of Milton, FL**
- University of Minnesota
- Mississippi Emergency Management Agency
- Montgomery County, MD
- Morehead City, NC
- **Nassau County Board of Commissioners, FL**
- **New Hanover County, NC**
- State of New York (Governor's Office of Storm Recovery)
- **City of North Lauderdale, FL**
- **City of North Miami Beach, FL**
- City of Orlando, FL
- **City of Palmetto, FL**
- **City of Plantation, FL**
- City of Pompano Beach, FL
- **Town of Ponce Inlet, FL**
- City of Sacramento, CA
- City of San Jose, CA
- **City of Santa Clarita, CA**
- **City of Savannah, GA**
- Seminole County, FL
- **Seminole Tribe of Florida**
- **Town of Southwest Ranches, FL**
- **Spartanburg County, SC**
- United States Conference of Mayors
- **U.S. Virgin Islands (USVI)**
- University of North Carolina System
- University of Texas Medical Branch (UTMB) at Galveston
- Commonwealth of Virginia
- Virginia Department of Emergency Management

- **Volusia County, FL**
- **Volusia County School Board, FL**
- **Ward County, ND**
- **Washington County, FL**
- **City of Wellington, FL**
- **City of Weston, FL**
- **City of Wilmington, NC**

b. Business License and Florida Registration.

On the following pages, Witt O'Brien's has provided our Certificate of Good Standing from the State of Florida and our Sunbiz registration.

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State of Florida

Department of State

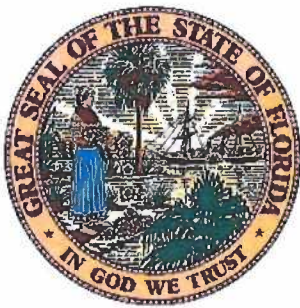
I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on April 25, 2019, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of August, 2019*



Randy Rye
Secretary of State

Tracking Number: 3252179093CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



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Detail by Entity Name

Foreign Limited Liability Company
WITT O'BRIEN'S LLC

Filing Information

Document Number	M10000003124
FEI/EIN Number	27-2783923
Date Filed	07/14/2010
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	01/30/2019
Event Effective Date	NONE

Principal Address

1201 15TH STREET NW, SUITE 600
WASHINGTON, DC 20005

Changed: 04/24/2017

Mailing Address

P.O. BOX 13038
FORT LAUDERDALE, FL 33316

Changed: 03/05/2015

Registered Agent Name & Address

NRAI SERVICES, INC
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 08/26/2014

Address Changed: 08/26/2014

Authorized Person(s) Detail

Name & Address

Title MANAGER

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2200 ELLER DRIVE
FORT LAUDERDALE, FL 33316

Title MANAGER

FABRIKANT, ERIC
2200 ELLER DRIVE
FORT LAUDERDALE, FL 33316

Title CEO

WHIPPLE, TIM
1201 15TH STREET NW, SUITE 600
WASHINGTON, DC 20005

Title TREASURER

MANEKIN, LISA
2200 ELLER DRIVE
FORT LAUDERDALE, FL 33316

Title SECRETARY

LONG, WILLIAM C
2200 ELLER DRIVE
FORT LAUDERDALE, FL 33316

Title MANAGER

WEINS, BRUCE
2200 ELLER DRIVE
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HOUSTON, TX 77024

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STICKLER, HEATHER

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Title DIRECTOR OF CONTRACTS

JOINER, CHERYL

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STE. 200

HOUSTON, TX 77024

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MURRAY, PAUL

1201 15TH STREET NW, SUITE 600

WASHINGTON, DC 20005

Annual Reports

Report Year	Filed Date
2017	04/24/2017
2017	08/14/2017
2018	04/11/2018

Document Images

01/30/2019 -- LC Amendment	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
08/14/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
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08/26/2014 -- CORLCRACHG	View image in PDF format
04/09/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- LC Name Change	View image in PDF format
03/14/2012 -- ANNUAL REPORT	View image in PDF format
03/23/2011 -- ANNUAL REPORT	View image in PDF format
07/14/2010 -- Foreign Limited	View image in PDF format

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c. Available Facilities, Capabilities, and Resources.

We will maintain open communications with the Village and the debris management contractor(s) to determine the equipment and resources needed to quickly escalate and begin work.

Based on the daily information received by field monitors, we can easily forecast the level of effort required to achieve total debris removal within required FEMA timeframes based on the debris being recovered within the designated road zones and the temporary dump sites. However, before debris removal operations begin, we store equipment and assets at various warehouses, offices, and staging areas around the country. These assets include mobilization trailers equipped with generators, computers (laptops and desktops), batteries, printers, folding chairs and tables, office supplies, extension cords, pre-printed documents and forms, and communication and safety equipment (e.g., hardhats, safety vests, medical kits, etc.). This allows our management team to deploy rapidly and to be self-sufficient for several weeks (if needed) until base utility services are restored to the disaster area. Our mobile command units include all supplies and equipment we need to initiate a debris monitoring project.

In addition to this equipment, Witt O'Brien's offers a state-of-the-art automated debris management system (ADMS) called **DebrisPro™**, which is a secure, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field, while still permitting us to print paper load tickets for truck drivers. Data is captured on each debris load, and every truck driver will be given a load ticket to validate where material originated, its estimated quantity, and other key data. This management system was designed to meet standards set by the U.S. Army Corps of Engineers (USACE). To ensure data security, data is stored on multiple redundant servers. **DebrisPro™** includes the following features:

Select Features of DebrisPro™



- Automated ticket collection, scanning, tracking, invoicing, and reporting
- Cross-checking original ticket information against contractor invoice data
- Comparison strategies like percentage monitoring cost and graphical representation of data
- Capture and display of real time information from the site of origination
- Financial tools to identify missing contracts or rate lists
- Electronic ticket generation at each location
- Categorized and organized debris documentation with secure storage
- Tracking of debris operations using GIS and other mapping technologies
- On-site ticket scanning via 2D bar code technology via hand-held devices
- Simplified data entry flows to guide operation of technology for debris collection activities
- Generation of daily rosters to identify monitoring costs
- Audit and reconciliation of hauler invoices

As an additional unique resource available to the Village, Witt O'Brien's maintains an Emergency Command Center (ECC) as a critical, 24/7 access point that allows us to rapidly mobilize resources and facilitate notifications in the case of an emergency incident. The ECC is staffed by highly-trained dispatchers who receive hundreds of requests for service per week. As part of the ECC, we can provide ongoing value in support of incidents requiring extending operations through logistical and communications support. We have previously (and successfully) initiated and managed a dedicated hotline for residents with a customized protocol and script for our agents. Residents receive a toll-free number to call for information, updates, or to lodge a complaint.

d. Witt O'Brien's Equipment.

Witt O'Brien's has extensive experience becoming operational on short notice for concurrent regional disasters. Our pre-positioned trailers, offices, and warehouses stored with supplies and equipment are a key part of our ability to respond rapidly to the Village. These storage centers contain all necessary equipment to initiate a debris monitoring project and become fully operational. The following equipment and supplies will be on hand to establish our operations office on short notice:

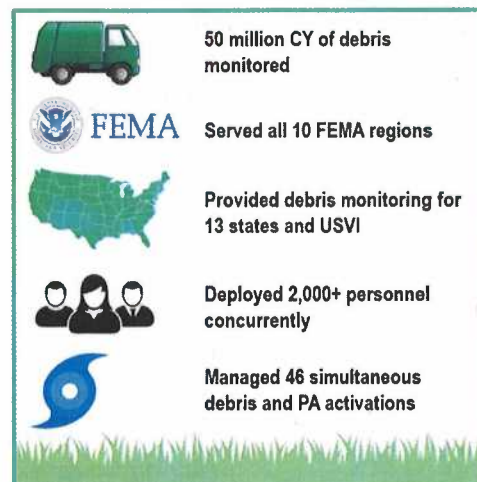
- **Office Supplies:** We will draw on additional support staff, equipment, and supplies for tasks such as GIS analysis, data entry, payroll, printing, etc. We will also supply folding chairs, tables, file cabinets, staples and staplers, paper clips, folders, printing paper, notebooks, and other needed paper and set-up supplies.
- **Generators:** Multiple generators will be available to recharge hand-held devices and power computers, printers, and other electronics.
- **Laptops and Desktop Computers:** More than 100 portable computers are regularly maintained by our team and ready to deploy.
- **Cell Phones and Mobile Wi-Fi Hotspots:** Dedicated Emergency Management and Response Team members will be issued smartphones with access to internet, GPS, email, voice, and texting capabilities. In situations where internet access is unreliable, we will distribute wireless routers that can act as mobile hotspots to ensure our team is accessible to the Village and able to communicate with each other.
- **Forms and Documents:** We will supply our personnel with load tickets, truck certification forms, truck placards, project worksheets, tower monitor logs, incident reports, ROE forms, summary forms, etc., for use during daily debris monitoring activities.
- **Electronic Hand-Held Units/Tablets and Bluetooth Printers:** We will provide immediate access to more than 450 tablets (with 4G and Wi-Fi data connectivity) for paperless load ticketing and automated data management.*
- **Digital Cameras:** In addition, to phones and tablets equipped with cameras, we have immediate access to 250 cameras outfitted with large-capacity memory cards and GPS tagging capabilities.
- **Safety Equipment:** Based on OSHA's general recommendations for Personal Protective Equipment (PPE) for debris collection, we will provide personnel with hard hats, high-visibility safety vests, traffic warning flags, and medical kits.
- **Field Supplies:** Witt O'Brien's will provide measuring tapes, spray paint, ladders, plastic bins and boxes, batteries, flashlights, etc.
- **Pre-Identified Vendor Lists:** Prior to an event, we identify local vendors of other equipment, supplies, services, or facilities that may be needed, such as office or warehouse rental, tents, boats, hotel rooms, photocopier rental, ice and water suppliers, staffing agencies, automobile rental, etc.

**More units can be acquired on short notice through a contract that allows us to request tablets and printers via drop-shipment within 48 hours*

C: PROPOSER'S EXPERIENCE

a. Past Experience with Disaster Debris Services.

Since 2001, Witt O'Brien's, LLC experts have helped manage and implement over \$50 billion in grant funding reimbursements across public assistance (PA) and debris operations services. We have responded to more than 30 different major disasters in the United States over the last 20 years, overseeing many large and complex debris removal and disposal projects. Our firm currently holds 62 debris monitoring contracts, all of which involve cooperation and collaboration with FEMA. Witt O'Brien's has consistently demonstrated our ability to successfully complete large-scale, multi-site debris monitoring and management projects for state and local clients. We have built effective communication strategies that allow us to collaborate with federal agencies (e.g., FEMA, Federal Highway Administration (FHWA), the National Resources Conservation Service (NRCS), and many other state and local emergency agencies). **Between 2017 and 2019, we completed more than 50 debris monitoring projects at the town, county, and city levels, with hauling costs ranging from only \$14,000 to more than \$16 million.** For these projects, we monitored a total of 11.7 million cubic yards of debris.



Witt O'Brien's is a leader in supporting state and local governments with their debris monitoring needs. We have provided strategic policy advice, established debris management operations plans, coordinated debris removal, and identification of staffing and monitoring needs. We not only manage debris monitoring efforts, but also address reimbursement eligibility in FEMA's PA program and develop Project Worksheets (PWs).

In the table below, we have provided a select list of the clients in Florida, North Carolina, and the U.S. Virgin Islands for which we have provided disaster response and recovery services since 2014. We have provided figures for the hauling costs and/or the amount sought for reimbursement from FEMA or other agencies.

Client	Services Provided & Description of Project(s)
Alachua County, FL	Response Support: Provided debris monitoring for 227,412 CY of vegetative and C&D debris and 32,528 hazardous trees after Hurricane Irma (2017) <i>Hauling Costs:</i> \$2,133,067
City of Bradenton, FL	Response Support: Provided debris monitoring for 88,380 CY of vegetative debris and 2,457 hazardous trees after Hurricane Irma (2017) <i>Hauling Costs:</i> \$970,174
School Board of Broward County (SBBC), FL	Response Support: Provided debris monitoring for 40,451 CY of vegetative debris after Hurricane Irma (2017). <i>Hauling Costs:</i> \$303,381
City of Coral Gables, FL	Response Support: Provided debris monitoring for 656,334 CY of vegetative and C&D debris and 17,093 hazardous trees after Hurricane Irma (2017) <i>Hauling Costs:</i> \$6,050,538
Town of Davie, FL	Response Support: Provided debris monitoring for 543,729 CY of vegetative and C&D debris and 4,342 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$4,528,238

City of Edgewater, FL	Response Support: Provided debris monitoring for 261,953 CY of vegetative and C&D debris and 2,812 hazardous trees after Hurricane Matthew (2016). Provided debris monitoring for 66,066 CY of vegetative and C&D debris after Hurricane Irma (2017). <i>Hauling Costs:</i> \$2,362,052
Fernandina Beach, FL	Response Support: Provided debris monitoring for 4,490 CY of vegetative debris and 1,469 hazardous trees after Hurricane Matthew (2016). Provided debris monitoring for 59,388 CY of vegetative debris and 1,528 hazardous trees after Hurricane Irma (2017) <i>Hauling Costs:</i> \$1,011,995
City of Gainesville, FL	Response Support: Provided debris monitoring for 137,320 CY of vegetative and C&D debris and 243 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$610,883
City of Homestead, FL	Response Support: Provided debris monitoring for 264,655 CY of vegetative and C&D debris and 3,500 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$2,006,895
Indian Creek Village, FL	Response Support: Provided debris monitoring for 11,172 CY of vegetative debris after Hurricane Irma (2017). <i>Hauling Costs:</i> \$71,745
Lauderdale-by-the-Sea, FL	Response Support: Provided debris monitoring for 6,748 CY of vegetative debris and 131 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$63,311
Marion County, FL	Response Support: Provided debris monitoring for 1,242,303 CY of vegetative debris and 35,301 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$16,366,682
Town of Miami Lakes, FL	Response Support: Provided debris monitoring for 97,550 CY of vegetative and C&D debris and 9,549 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$872,602
Nassau County, FL Board of Commissioners	Response Support: Provided debris monitoring for 86,556 CY of vegetative and C&D debris and 2 hazardous trees after Hurricane Matthew (2016). Provided debris monitoring for 259,169 CY of vegetative and C&D debris and 7,192 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$1,914,575
City of North Lauderdale, FL	Response Support: Provided debris monitoring for 117,523 CY of vegetative and C&D debris and 882 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$902,600
New Hanover County, NC	Response Support: Provided debris monitoring for 1,603,715 CY of vegetative and C&D debris and 7,690 hazardous trees after Hurricane Florence (2018). <i>Hauling Costs:</i> \$10,366,605
City of North Miami Beach, FL	Response Support: Provided debris monitoring for 85,972 CY of vegetative and C&D debris and 2,961 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$1,733,000

Oakland Park, FL	Response Support: Provided debris monitoring for 52,448 CY of vegetative and C&D debris and 796 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs: \$119,088</i>
City of Ocala, FL	Response Support: Provided debris monitoring for 205,905 CY of vegetative debris and 440 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs: \$1,381,341</i>
City of Palmetto, FL	Response Support: Provided debris monitoring for 22,797 CY of vegetative debris and 150 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs: \$154,899</i>
City of Parkland, FL	Response Support: Provided debris monitoring for 94,748 CY of vegetative debris and 2 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs: \$687,026</i>
City of Plantation, FL	Response Support: Provided debris monitoring for 686,383 CY of vegetative and C&D debris and 14,072 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs: \$8,161,787</i>
City of Pompano Beach, FL	Recovery Support: Began working with the City in 2011 to assist with project inspection and final closeout for Hurricanes Katrina and Wilma PWs. We have also provided cost recovery program implementation planning and training services in support of pre-disaster preparedness efforts and the creation of an electronic Disaster Claims Management System (designed to store the City's disaster management policies, recovery regulations, templates, guides, and other documents on the City's own computer server). Our team also provided appeals support for insurance de-obligations that the City sustained 10 years after Hurricane Wilma, due in part to OIG findings against several grant applicants across the State of Florida. We supported the City in data collection, coordination, and documentation of these claims to facilitate accurate, defensible, and timely reimbursement. We were activated again to assist Pompano Beach with grant support and program management services for their response to Hurricane Matthew (2016). The Witt O'Brien's team was tasked with the review and compilation of FEMA reimbursement packages for both Category A debris removal and Category B emergency protective measures costs for labor, equipment, materials, generator usage, and grants management support. Currently, we are engaged in grant management tasks and the completion of an AAR for Hurricane Irma. The City is projected to have approximately 29 FEMA PWs in Categories A-G, documenting more than \$5.6 million in disaster-related expenditures.
City of Ponce Inlet, FL	Response Support: Provided debris monitoring for 12,164 CY of vegetative debris after Hurricane Matthew (2016) and prepared PWs for debris, emergency measures, and facility damages totaling nearly \$300,000. <i>Hauling Costs: \$91,230</i> Recovery Support: After Hurricane Irma (2017), provided assistance using the new FEMA Grants Portal and prepared PWs for debris removal, emergency measures, and street sign replacement.
City of Sanibel, FL	Response Support: Provided debris monitoring for 197,455 CY of vegetative debris and 866 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs: \$1,544,035</i>

Town of Southwest Ranches, FL	Response Support: Provided debris monitoring for 202,794 CY of vegetative and C&D debris and 709 hazardous trees after Hurricane Irma (2017). <i>Hauling Costs:</i> \$3,656,607
U.S. Virgin Islands (USVI)	Response Support: Provided debris monitoring for the removal of 2 million linear feet of conductor wire; 150,000 LF of wooden power poles; 972 pole-mounted and 24 pad-mounted transformers; 3,000 streetlights and brackets; 5,000 guywire and 734 cross-arm and hardware; and 11 reclosers after Hurricanes Irma and Maria (2017).
Village of Key Biscayne, FL	Response Support: Provided debris monitoring for 69,828 CY of vegetative and C&D debris and 397 hazardous trees after Hurricane Irma (2017).
Washington County, FL	Response Support: Provided debris monitoring for 1,963,689 CY of vegetative and C&D debris and 54,495 hazardous trees after Hurricane Michael (2018). <i>Hauling Costs:</i> \$17,019,247
City of Wilmington, NC	Response Support: Provided debris monitoring for 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees after Hurricane Florence (2018). <i>Hauling Costs:</i> \$7,732,253

Additional information about Witt O'Brien's disaster response and recovery contracts is available upon request.

b. Knowledge and Experience of Federal, State, and Local Emergency Agencies & Programs.

Our team recognizes the value of the unique knowledge that state and local stakeholders and employees can bring to projects, and we look forward to a productive partnership. Throughout the project lifecycle, we will directly engage with FEMA; FHWA; the State of Florida; the Florida Division of Emergency Management (FDEM); other applicable federal-, state-, or local-level emergency agencies; Village staff; and designated debris removal contractors to achieve the following objectives:

1. Minimize confusion and miscommunication
2. Provide required and requested documentation
3. Explain project status
4. Solve any problems or issues that may arise

We have extensive experience collaborating and coordinating with our federal, state, and local counterparts to discuss and share ideas, identify priorities, and find solutions to problems.

- For the **School Board of Broward County (SSBC)**, the nation's largest, fully-accredited public school district, Witt O'Brien's coordinated with **FEMA, the state of Florida, FDEM, and SBBC staff** to complete interim site inspections, process project worksheets (PWs) and requests for reimbursements, close out 177 large PWs, and prepare a districtwide comprehensive debris management plan.
- Following Superstorm Sandy, Witt O'Brien's PA staff, led by current Director of Debris Operations Charles Bryant, worked with the **New Jersey State Department of Environmental Protection, the New Jersey Department of Transportation, FEMA, and the U.S. Army Corps of Engineers (USACE)** to develop a scope of work for side-scan sonar and bathymetric surveys, which assisted the state in identifying large volumes of debris that had been deposited in Barnegat Bay.

Our debris monitoring team will establish a regular meeting schedule with our federal, state, and local counterparts to discuss and share ideas, identify priorities, and find solutions to any problems. For each meeting, we will prepare staff or officials with all necessary background information and materials, discuss a strategy, and provide support. In addition, our Program Manager (PM), Curt Johnson, will be the Village's main point of contact. He will be available to attend all meetings with Village staff/officials and during active operations, he will ensure that the Village receives the required high-quality level of service. His resume is provided in **Section E**.

Throughout each phase of each debris monitoring operation we undertake (from training field monitors, to preparing FEMA PWs, to checking load tickets), Witt O'Brien's prioritizes two keys to success for FEMA reimbursement:

- Ensuring debris eligibility
- Ensuring accuracy for all load tickets

By emphasizing the importance of these aspects of debris monitoring, we maximize FEMA reimbursement for our state and local clients and have a very high success rate (over 98%) adhering to FEMA PA regulations. We have successfully prepared and/or assisted with more than 80,000 FEMA PWs and we have extensive experience documenting project costs for FEMA, FHWA, NRCS, and statewide emergency agencies. Our debris monitoring team works to ensure that all response claims are properly tracked, recorded, and invulnerable during final inspection, closeout, and audits.

We also have experience working within municipal models in the State of Florida. We have held nine contracts with Miami-Dade County since 2012 to conduct work such as updating the Emergency Operations Center (EOC) guidebooks for the County and its Municipalities; producing the Miami-Fort Lauderdale Urban Areas Security Initiative (UASI) Threat and Hazard Identification and Risk Assessment (THIRA); and hosting Whole Community Planning workshops for Miami-Dade County, its Municipalities, and key stakeholders. With this work, we have developed comprehensive knowledge and understanding of Southern Florida preparedness, response, and mitigation needs.

Furthermore, we have developed a project management model that has allowed us cultivate a superior working knowledge of eligibility guidelines for FEMA and other federal and state agencies, including the Department of Housing and Urban Development (HUD), Department of Health and Human Services (HHS), Department of Transportation (DOT), U.S. Department of Commerce Economic Development Agency (EDA), Federal Transportation Administration (FTA), Federal Aviation Administration (FAA), Department of Education RESTART grants, and the U.S. Department of Agriculture (USDA). Through decades of experience providing high-quality federal disaster assistance; project formulation services; documentation and development of PWs; development of Section 428 projects; and the identification, documentation, and development of 404/406 mitigation projects, our team works to ensure the highest level of reimbursement for our clients.

We Helped Develop the FEMA Policy & Regulations

Witt O'Brien's Training SMEs worked directly with then-Congressman Tom Ridge's staff on developing aspects of the Stafford Act. We also worked with NEMA as part of the task forces and working groups that provided regulatory comments and edits. In addition, Witt O'Brien's staff assisted Congressional committees with the drafting of Section 428 of the Stafford Act.

As a proactive advocate for our clients with Federal funding agencies, our work requires that we be more than just familiar with the legal and regulatory framework surrounding any disaster recovery engagement. It is, in fact, our deep expertise in these areas that allows us to help our clients to obtain the funding to which they are entitled, and often, in the process, find creative ways to work cooperatively with funding agencies to leverage the power inherent in those laws and regulations to our client's greatest advantage.

D: PROPOSER'S CURRENT CAPACITY

a. Current Workload and Contract Obligations.

Below, we have provided a list of our ongoing standby debris monitoring contracts within the State of Florida.

Client	Contract Expiration
Alachua County, FL	9/2023
City of Bradenton, FL	9/2020
School Board of Broward County (SBBC), FL	5/2023
Town of Davie, FL	9/2022
City of Edgewater, FL	11/2020
City of Fernandina Beach, FL	8/2022
Hernando County, FL	6/2020 (<i>under evaluation for contract renewal</i>)
City of Homestead, FL	9/2020
Village of Key Biscayne, FL	6/2020
City of Key West, FL	4/2021
School District of Lee County, FL	10/2021
City of Lighthouse Point, FL	6/2021
City of Miami Gardens, FL	8/2020
Town of Miami Lakes, FL	9/2020
City of Milton, FL	6/2021
Nassau County Board of Commissioners, FL	10/2021
City of North Lauderdale, FL	8/2020
City of North Miami Beach, FL	7/2020
City of Palmetto, FL	12/2020
City of Plantation, FL	7/2021
Town of Ponce Inlet, FL	8/2022
Seminole Tribe of FL	8/2021
Town of Southwest Ranches, FL	9/2021
Volusia County School Board, FL	9/2022
City of Wellington, FL	5/2023
City of Weston, FL	1/2021

Although we have multiple active standby contracts in Florida and throughout the Southeast, we also have a long history of successfully handling simultaneous contract activations. We have the knowledge and experience needed to get projects started quickly and efficiently, and to see them through to completion and close-out. Witt O'Brien's has trained our staff to be responsive, motivated, flexible, and ready to react on short notice. Our on-the-ground employees are supported by high-level leaders who provide oversight, strategic planning, and organizational guidance.

We have an extensive resume of success in managing debris monitoring and removal contracts, including in the State of Florida. We therefore understand the factors that are critical to success:

- **Experienced Personnel:** specifically, a PM who understands the intricacies of debris monitoring and the importance of documentation for FEMA and FDEM reimbursement; an operations manager who can provide strict oversight of removal crews; and a data manager who can provide daily status updates and reports.
- **Proven Processes:** trusted tools that allow managers to track productivity, manage staff workload and reallocate resources as needed, and monitor direct and indirect costs.
- **Reporting Systems and Tools:** methods of providing transparency at a granular level to managers and our clients to allow them to identify roadblocks and quickly apply solutions.

In addition to these management processes, we have implemented staging operations in Florida specifically that ensure our ability to mobilize quickly and perform. Below are a few examples of recent efforts that have required us to recruit, hire, train, and deploy large numbers of personnel to more than one disaster site simultaneously.

Hurricane / Event	# Active Contracts at Time of Event	# Personnel Deployed
Hurricanes Michael and Florence (2018)	2 in Florida 2 in North Carolina	500 monitoring and supervisory personnel trained, deployed, and managed
Hurricanes Harvey and Irma (2017)	31 in Florida 3 in Texas 3 in Georgia	1,500 monitoring and supervisory personnel trained, deployed, and managed
Hurricane Matthew (2016)	5 in Florida 4 in Georgia 1 in South Carolina 2 in North Carolina	700 field monitors deployed and managed
Hurricane Gustav (2008)	5 in Louisiana	1,600 monitoring and supervisory personnel trained, deployed, and managed

Witt O'Brien's has a robust internal ability to mobilize with 24 hours from our local Fort Lauderdale office. In addition to the staff we have identified in our proposal, our firm maintains a bench of on-call personnel with the needed skills to support the Village. We have 115 on-call employees who are trained in debris monitoring operations and ready to be deployed. We also have an additional 1,000 previously-trained debris monitors who are eligible and available for re-hire in the event of a large-scale disaster or event. We are ready to support the Village of Key Biscayne beginning on Day 1.

E: PERSONNEL QUALIFICATIONS

a. Key Staff Questionnaire.

Witt O'Brien's has provided the requested information for Key Staff in the questionnaire. In addition to the key staff listed in our questionnaire responses, we can provide an additional staff member who brings experience with FEMA appeals and negotiations. His resume is provided in **Section d** below.

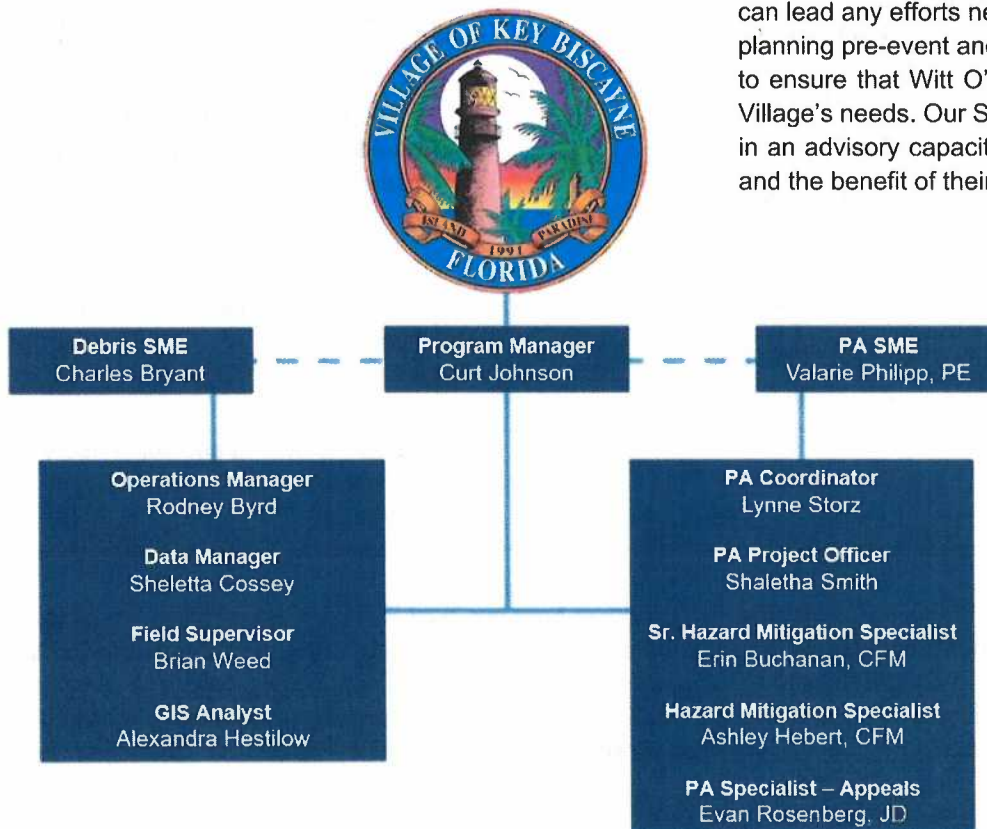
b. Subcontractors Questionnaire.

Witt O'Brien's has provided the requested information for subcontractors in the questionnaire. However, we do not intend to work with any subcontractors for this engagement with the Village of Key Biscayne. In the event that a subcontractor is needed (e.g., in the case of a severe damages caused by a Category 4 or 5 storm), we have extensive experience working in Southern Florida and have established productive working relationships with many partners we can reach out to for assistance, including hiring and staffing firms. For example, we have previously worked with **Alpha1 Staffing**, a small, women-owned business based in Miramar, Florida, to hire debris monitors, supervisors, and other staff. We coordinated with Alpha1 during Hurricanes Irma and Michael, and have an ongoing standby contract with Alpha1 for our work in Broward County.



c. Organizational Chart.

Our organizational chart includes all key personnel for this project. Our PM will be the Village's direct point of contact for any questions or concerns throughout the duration of the contract, not just during a disaster or event. He can lead any efforts needed for debris management planning pre-event and can set up an annual meeting to ensure that Witt O'Brien's stays up to date on the Village's needs. Our SMEs in Debris and PA will serve in an advisory capacity to provide oversight, insights, and the benefit of their expertise as needed.



d. Resumes for Key Staff

Resumes for all key staff are provided beginning on the following page.

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Charles Bryant is the Director of Debris Services and is a highly qualified debris and emergency response specialist with 40 years of experience in emergency response services.

DEBRIS MONITORING, COLUMBIA COUNTY, GEORGIA.

As Debris Technical Advisor, provided technical assistance to the county for development of FEMA PWs for Category A debris removal; provided assistance for FEMA eligibility determinations; oversaw contractor operations; managed debris sites and monitoring activities.

DEBRIS MONITORING, STATE OF NEW JERSEY.

After Superstorm Sandy, Charles served as a Subject Matter Expert to provide technical assistance for the Governor's Office of Recovery and Rebuilding (GORR), providing planning and operational support for Recovery Operations, working with other Recovery Team personnel to identify recovery strategies for debris removal operations, and assisting in the development, management, and establishment of operational strategies for wet debris removal for New Jersey Department of Environmental Protection.

DEBRIS MONITORING, STATE OF LOUISIANA.

Provided technical assistance and served as SME for Debris Operations in response to Hurricane Isaac. Worked as technical advisor to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), providing planning and operational support.

HSEEP EXERCISE, BALTIMORE, MARYLAND.

As an HSEEP Exercise Developer, Charles developed the first HSEEP-compliance exercise focused specifically on debris removal operations and coordination for the Baltimore Metropolitan Council in 2009, which provides regional planning for the Baltimore, MD area, that includes Baltimore City, Baltimore County, Anne Arundel County, Howard County, and Harford County, MD.

DEBRIS MONITORING AND MANAGEMENT, STATE OF TEXAS.

As Regional Operations Manager, Charles provided debris monitoring and management for multiple client operations due to Hurricane Harvey. He helped monitor the removal of more than 700,000 CY of debris for the City of Port Arthur and surrounding communities.

DEBRIS MONITORING, STATE OF LOUISIANA.

Provided response services and coordinated debris operations across the state after Hurricanes Gustav and Ike. Responsible for overseeing debris removal, identifying staffing and monitoring levels, establishing schedules and monitoring plans, developing PWs, and providing environmental and historical guidance.

Oversaw structural demolition activities and private property debris removal (PPDR), coordination, and development of planning strategies and operational objectives related to debris removal, with liaison support to all federal, state, and local partners after Hurricanes Katrina and Rita. Later served as the State Deputy Debris Manager for Debris Operations, with the responsibility for coordination of debris operations.

CHARLES BRYANT DEBRIS SUBJECT MATTER EXPERT



EDUCATION

Louisiana State University, Eunice
Associate Fire Science Degree
Programs.

Introduction to Fire Science
Introduction to Fire Suppression
Fire Behavior
Fireman Training
Officer Training
Hazardous Materials Tactical Considerations
Hazardous Materials On-Scene Coordinator
Fire Department Insurance Rating

Texas A&M University

Fire Service Technology
Computer-Aided Management of Emergency Operations
Fire Prevention, Level 5

YEARS OF EXPERIENCE

35+ Years

LICENSES/CERTIFICATIONS/TRAINING

NIMS Advanced ICS Curricula Train the Trainer E449 – Certified Instructor
EMI E202 National Debris Management Planning – Certified Instructor
EMI National Debris Management – Trainer
FEMA Pilot Program Train the Trainer – Trainer
FEMA Intro to Emergency Management – Trainer
FEMA Liability Issues in Emergency Management – Trainer
National Fire Academy Fire Service, Financial Management & Planning – Trainer

Valarie Philipp is an Associate Managing Director at Witt O'Brien's and a registered Professional Engineer (PE) in the states of Florida and Georgia.

Valarie has more than 20 years of experience in disaster preparedness, response, and FEMA Public Assistance (PA) recovery support. She has assisted state, county, and municipal governments; health care providers; educational institutions; and non-governmental organizations (NGOs) with disaster preparedness, response, and recovery. She is a subject matter expert in grants management, cost recovery, FEMA disaster closeouts, procurement compliance, and appeals resolution.

WITT O'BRIEN'S, 2006 – PRESENT.
Associate Managing Director.

HURRICANE DORIAN DISASTER RECOVERY SUPPORT, VARIOUS FLORIDA CLIENTS (2019 – PRESENT)

Valarie is currently serving as the Project Manager for 6 FEMA PA projects supporting clients in Florida with PW preparation and submittal.

DISASTER RECOVERY SUPPORT, BOARD OF TRUSTEES OF BAY MEDICAL CENTER (BAY HEALTH FOUNDATION, FLORIDA) (2019 – PRESENT)

Valarie is responsible for management and oversight for Bay Health Foundation recovery from Hurricane Michael. The damages documented on FEMA projects to date total over \$124 million.

HURRICANE IRMA DISASTER RECOVERY SUPPORT, VARIOUS CLIENTS, FLORIDA (2017 – PRESENT)

Valarie is managing 10 disaster debris monitoring projects and 15 FEMA grants management projects resulting from Hurricane Irma. PWs were prepared (Categories A-G) for damages totaling \$74.7 million.

DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC), FLORIDA (2008 – PRESENT)

Valarie has directed SBBC's long-term recovery efforts after the various disasters that impacted the Broward County School District from 2004 to 2020, including the COVID-19 response and recovery. She has overseen the reconciliation and closeout of projects totaling more than \$60 million.

LONG-TERM RECOVERY EFFORTS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FLORIDA (2008 – 2015)

Valarie assisted FDOT with recovery efforts from the Spring 2014 flooding that impacted North Florida. She helped the department perform closeout activities for 110 large PWs related to nine State-declared disasters from 2004-2008, which represented more than \$75 million in obligated funds.

LONG-TERM RECOVERY EFFORTS, CITY OF MIAMI, FLORIDA (2008 – 2012)

Valarie assisted with the debris planning and preparation process, from project inception through disaster closure and audits. She also supported final inspection and closeout of 27 PWs that represented more than \$34 million in obligated funds. The majority of the PWs were related to debris removal and emergency protective measures.

RECOVERY EFFORTS, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (2006 – 2008)

While working with FDEM, Valarie served as the Lead PAC responsible for recovery in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than \$560 million in federal funds.

VALARIE PHILIPP
PA SUBJECT MATTER EXPERT



YEARS OF EXPERIENCE

21 Years

EDUCATION

University of Florida
MSCE – Master's, Structural Engineering

University of Florida
B.S. – Civil Engineering

LICENSES/CERTIFICATIONS

Professional Engineer (PE):
Florida and Georgia

TRAINING

FEMA Classroom Training:

Operations I, Cost Estimating Format,
G-202 – Debris Management

FEMA EMI Courses: FEMA IS-008, FEMA IS-056, FEMA IS-100, FEMA IS-156, FEMA IS-200, FEMA IS-253, FEMA IS-279, FEMA IS-300, FEMA IS-318, FEMA IS-340, FEMA IS-386, FEMA IS-393, FEMA IS-400, FEMA IS-403, FEMA IS-547, FEMA IS-613, FEMA IS-631, FEMA IS-632, FEMA IS-700, FEMA IS-800, FEMA IS-801, FEMA IS-803, and more

RODNEY BYRD IS AN EMERGENCY RESPONSE COORDINATOR WITH NEARLY 5 YEARS OF EXPERIENCE IN DISASTER RECOVERY DEBRIS MONITORING AND REMOVAL.

Rodney has an advanced working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. He has been a part of management teams overseeing the successful removal of millions of cubic yards of storm-related debris and he has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement.

DEBRIS REMOVAL MANAGEMENT, LAFOURCHE PARISH, LOUISIANA (2019)

Rodney was the Project Manager for debris removal operations in Lafourche Parish following Hurricane Barry.

DEBRIS REMOVAL MANAGEMENT, CITY OF WILMINGTON, NORTH CAROLINA (2018)

Rodney was the Project Manager for debris removal operations in the City of Wilmington following Hurricane Florence, overseeing the removal of approximately 896,462 cubic yards of debris. He ensured the proper removal of hazardous trees, in addition to DOT, private property, private roads, and rights-of-way (ROW) debris removal.

HURRICANE RECOVERY SUPPORT, U.S. VIRGIN ISLANDS (2017-2018)

Rodney supervised mapping efforts in the Virgin Islands to identify debris eligible for FEMA reimbursement following hurricanes Irma and Maria.

DEBRIS REMOVAL MANAGEMENT, VARIOUS CLIENTS, GEORGIA (2017)

Rodney managed operations for Glynn County and the City of Brunswick during the debris removal operations following Hurricane Irma. He supervised the successful removal of approximately 685,000 cubic yards of ROW/private property debris. Debris types included construction and demolition debris, vegetation, and hazardous trees.

DEBRIS REMOVAL OPERATIONS, VARIOUS CLIENTS, TEXAS (2017)

Rodney supervised field operations on multiple projects during the Hurricane Harvey response resulting in the collection of over 700,000 cubic yards of ROW/private property debris in Waller County, Clearbrook City Municipal Utility District, West University Place, and Port Arthur, TX. Debris types included construction and demolition debris, white goods, and e-waste.

**RODNEY W. BYRD
DEBRIS OPERATIONS MANAGER**



YEAR JOINED WITT O'BRIEN'S LLC
2017

**YEARS OF EXPERIENCE WITH
OTHER FIRMS**
3 Years

LICENCES/CERTIFICATIONS/TRAINING
IS-632.a; IS-633; IS-100.c; IS-200; IS-200.b; IS-700.b; IS-800.c; IS-300; IS-400

OSHA 24-Hour HAZWOPER

SHELETTA COSSEY HAS NEARLY 5 YEARS OF EXPERIENCE IN DEBRIS MONITORING, PROJECT DATA MANAGEMENT, AND DATA ADMINISTRATION.

She began her recovery services career as a field monitor during the recovery efforts from Hurricane Matthew in 2016. Sheletta is thoroughly trained as a debris specialist and is also knowledgeable in data and financial reconciliation purposes.

Sheletta currently serves as the project manager for 23 active debris monitoring contracts within the state of Florida and is well-versed in Florida reimbursement requirements. She is especially skilled at the management of data and documentation and frequently oversees Witt O'Brien's electronic ticketing process. This involves determining cubic yard estimations and managing upwards of 3,000 tickets and 20,000 cubic yards daily. She has served as an operations and/or data manager on several large-scale, simultaneous projects for Hurricanes Florence and Irma, and oversaw the financial reconciliation for hauling data from nearly 8 million CY of storm-related debris. In addition to her experience with debris monitoring, Sheletta is thoroughly trained in FEMA PA regulations and the FEMA grant portal.

HURRICANE FLORENCE DEBRIS MONITORING, NORTH CAROLINA (2018 – 2019)

Sheletta served as the data manager for disaster recovery debris monitoring for the City of Wilmington and New Hanover County following Hurricane Florence. She provided daily updates on total cubic yards of debris hauled, QA/QC of ticketing data, and reconciliation of financial hauling data.

HURRICANE IRMA DEBRIS MONITORING, FLORIDA (2017 – 2018)

Sheletta served as the data manager for Witt O'Brien's disaster recovery debris monitoring for 28 cities and counties in the state of Florida following Hurricane Irma in 2017. She managed the work of 12 to 36 data entry clerks in the South Florida Data Processing Center in Ft. Lauderdale and Ocala.

- Sheletta has transitioned to the position of project manager to assist these clients with final PW development and project closeout.

HURRICANE MATTHEW DEBRIS MONITORING, GEORGIA (2016 – 2017)

Sheletta was the project administrator and data manager for disaster recovery and debris monitoring for multiple clients following Hurricane Matthew in 2016. She was responsible for managing HR files and data entry for the City of Savannah, City of Brunswick, and Glynn County, GA.

SHELETTA COSSEY DEBRIS DATA MANAGER



YEAR JOINED WITT O'BRIEN'S LLC
2016

YEARS OF EXPERIENCE AT OTHER FIRMS
7

EDUCATION

Allied American University, B.S.
Business Administration

LICENCES/CERTIFICATIONS/TRAINING 24-Hr HAZWOPER

FEMA EMI Training: IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-22, IS-036, IS-055, IS-100, IS-111, IS-120, IS-139, IS-200, IS-208, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-300, IS-318, IS-324, IS-362.a, IS-393, IS-394, IS-395, IS-400, IS-546, IS-547, IS-630, IS-00632.a, IS-00633, IS-634, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870

FEMA Classroom Training: DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF-304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701

Brian Weed has nearly 5 years of experience in disaster recovery debris monitoring and removal projects following major disasters.

Brian has served as a debris monitor, debris supervisor, and operation manager for debris removal projects following Hurricanes Matthew, Irma, Maria and Florence. He served as Debris Supervisor for the State of South Carolina during Hurricane Matthew and an Operations Manager for the State of Florida during Hurricane Irma debris monitoring projects. To date, he has overseen millions of cubic yards of various types of debris. Brian also proudly served in the US Navy.

**BRIAN WEED
DEBRIS FIELD SUPERVISOR**

YEAR JOINED WITT O'BRIEN'S LLC
2016

LICENSES/CERTIFICATIONS/TRAINING
ICS 100, ICS 200, ICS 634, ICS 700,
ICS 800

DEBRIS MONITORING OPERATIONS, CITY OF WILMINGTON, NORTH CAROLINA (SEPTEMBER 2018 – PRESENT)

Brian served as the debris management site supervisor for debris removal operations in the City of Wilmington following Hurricane Florence; to date, he has supervised the removal of more than 700,000 cubic yards of debris.

DEBRIS MONITORING OPERATIONS, US VIRGIN ISLANDS (2018)

Brian worked in St. Thomas in the US Virgin Islands as a debris monitoring supervisor for removal of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma and Maria. After completing the WAPA debris project, he worked as a Supervisor for St. Croix, mapping electronically all hazardous limbs, hazardous trees, and hazardous stumps for the USVI Department of Public Works

DEBRIS MONITORING OPERATIONS, VARIOUS CLIENTS, FLORIDA (2017-2018)

Brian served as Debris Monitoring Operations Manager for Fernandina Beach and Nassau County for the debris removal operations following Hurricane Irma. He managed staff and the removal of more than 500,000 cubic yards of vegetative and construction and demolition (C&D) debris.

DEBRIS MONITORING OPERATIONS, VARIOUS CLIENTS, SOUTH CAROLINA (2016-2017)

Brian served as Debris Supervisor for the debris removal operations for Hilton Head Island and City of Florence, South Carolina, following Hurricane Matthew. He supervised the removal of more than 2.3 million cubic yards of vegetative, C&D, and white goods.

AREAS OF EXPERTISE

- Disaster Recovery
- DMS Supervision

Alexandra Hestilow is a GIS Specialist with more than 12 years of experience in geographic mapping and data compilation.

Alexandra joined Witt O'Brien's in 2016 as a Senior GIS Specialist in the Debris Division. She is proficient with multiple types of GIS software, including ArcGIS and ERSI ArcSDE 10.4.1. She manages the Common Operating Picture/Platform during disaster events. Alexandra creates Oil Spill Trajectories, Environmental Sensitivity maps, and manages debris tickets with web applications.

GIS SERVICES FOR OIL SPILL PREPAREDNESS, VARIOUS CLIENTS, HOUSTON, TEXAS (2016- PRESENT)

Alexandra is the GIS Analyst for Witt O'Brien's where she helps provide a full suite of GIS services related to oil spill contingency planning, response, and recovery. She also supports the development of facility response plans, regional response plans, spill prevention, control, and countermeasure plans, oil spill response plans, storm water pollution prevention plans, and recovery. She is the GIS support for the preparation and conducting of oil spill drills and exercises, as well as managing the Common Operating Picture/Platform during events.

GIS SPECIALIST, HESS CORPORATION, HOUSTON, TEXAS (2011- 2016)

Alexandra was a GIS specialist for the Hess Corporation where she worked with land negotiators by mapping areas of interest and leases in Ohio and California. She helped speculators determine what parts of the Appalachian Basin showed potential for natural gas exploration. Additionally, she assisted Hess' subsurface department with identifying desirable drilling locations by using their information and calculations to create specific map themes. Alexandra digitized information for gas leased in the Utica shale formation and uploaded it into ArcGIS. She mapped offshore oil leases in the Gulf of Mexico, as well as international holdings like Australia, Ghana, and Indonesia. She maintained and updated reliable data in ArcGIS for all wells, well pads, and pooling units.

GIS ANALYST, HOUSTON AIRPORT SYSTEM, TEXAS (2008-2011)

As GIS Analyst for the Houston Airport System in Houston Tx, Alexandra combined AutoCAD files, surveys and paper maps to create a map laying out all the utilities at Houston's two airports – Houston George Bush Intercontinental and Houston Hobby. She also worked with surveyors to determine utility needs for existing and proposed structures and served as the airport system's point of contact for all commercial development. She helped update the floor plans of both airports and created and facilitated training materials and seminars for coworkers.

GIS SPECIALIST, VARIOUS INDUSTRIES, HOUSTON, TEXAS (2008)

Alexandra served as GIS Specialist where she provided land asset management and GIS solutions for a variety of industries, including oil and gas exploration firms like Apache and Anadarko. She helped the companies map leases, wells, and rights of way, as well as overseeing contracts and working and royalty interests.

ALEXANDRA HESTILOW GIS ANALYST



YEAR JOINED WITT O'BRIEN'S LLC
2016

**YEARS OF EXPERIENCE WITH
OTHER FIRMS**
8 Years

EDUCATION
Sam Houston State University
MS, Geographic Information System

Texas Tech University
BA, Geography

LICENSES/CERTIFICATIONS/TRAINING
ICS 100, ICS 200, ICS 300.

SOFTWARE
ArcGIS & Arc Catalog
ERSI ArcSDE 10.4.1
MS Access
ASA Oil Map
Adios & Aloha
HazUS

Lynne has 15 years of experience in disaster recovery operations, including emergency management, debris operations, planning, and technical assistance to local governments. Lynne's experience includes managing disaster debris monitoring operations, acting as a State Agency Liaison for the State of New Jersey, providing statewide planning and training on FEMA debris regulations, conducting preliminary damage assessments, and providing technical assistance for project closeouts to local and state agencies. Lynne currently serves as a Project Manager and Senior Grants Consultant at Witt O'Brien's.

DEBRIS MANAGEMENT PLANNING – VARIOUS CLIENTS (2007-PRESENT)

Lynne is responsible for developing disaster debris management plans. She has developed plans for the following local, state, and tribal governments: Seminole Tribe of Florida; State of Maine; City of Fernandina Beach, FL; Broward Health Hospital; City of Alexandria, LA; City of North Miami, FL; Cooper City, FL; Town of Davie, FL; Florida Department of Transportation, and the City of Savannah, GA.

MOREHEAD CITY, NORTH CAROLINA (2018 – PRESENT)

Lynne is responsible for providing PA program technical assistance and project formulation for 14 projects. These projects have included historic cemeteries repair / restoration and hazardous tree removal. As of September 2019, Lynne is also responsible for formulating projects related to Hurricane Dorian.

OAKLAND PARK, FLORIDA (2017 – PRESENT)

As a PA Coordinator, Lynne is providing technical assistance, and project formulation for 24 projects resulting in \$2.4 million in cost recovery.

NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT (2012-2014)

Lynne worked with 25 New Jersey agencies, primarily the NJ Department of Transportation (NJDOT), providing technical assistance after Superstorm Sandy. Her assistance included PW formulation, quarterly reports, and reimbursement requests, for NJDOT's \$30 million in claims.

LAFOURCHE PARISH, LOUISIANA (AUGUST 2012 – OCTOBER 2012)

Lynne provided oversight of debris monitoring operations for Lafourche Parish, LA during recovery efforts from Hurricane Isaac in 2012. She also provided the Parish with technical assistance and was responsible for ensuring compliance with Louisiana Department of Environmental Quality reporting requirements.

FLORIDA DEPARTMENT OF TRANSPORTATION (2007-2013)

As a Senior Consultant and Project Manager, Lynne provided long-term disaster recovery, emergency management, and planning expertise to the Florida DOT. She provided technical assistance and planning to local governments in the areas of FEMA PA and FHWA Emergency Relief programs. In this role, she served as Public Assistance Coordinator (PAC) for the FDOT and oversaw project closeout, appeals and project worksheet formulation.

- Lynne secured \$100 million in grant reimbursement, assisting more than 80 local governments with preparing documents for Detailed Damage Inspection Reports (DDIR), which were submitted to the FHWA for reimbursement.
- Lynne managed the development of FDOT's statewide debris management plan, which was approved by FEMA Region IV and also developed seven district Debris Operations Plans. She designed and delivered training on the implementation of those plans. Lynne also assisted in the development of FEMA PA and FHWA Emergency Relief training, which was delivered to more than 2,000 government personnel in Florida.

LYNNE STORZ PA COORDINATOR



YEARS OF EXPERIENCE

15 Years

EDUCATION

Portland State University
Master of Urban and Regional Planning

Portland State University
B.S., Sociology

LICENSES/CERTIFICATIONS

FEMA Classroom Training

G-318 (Mitigation Planning), NIMS ICS 300 (Intermediate ICS for Expanding Incidents), NIMS ICS 400 (Advanced ICS)

FEMA Courses

IS-001, IS-003, IS-026, IS-100, IS-120, IS-130, IS-200, IS-253, IS-393, IS-403, IS-546, IS-547, IS-548, IS-559, IS-630, IS-631, IS-632, IS-700, IS-800, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-814

Shaletha Smith is a grants manager with over 13 years of experience, particularly in project closeouts, audits, appeals, and project eligibility. Shaletha has worked extensively as a grants and/or closeout specialist in Florida and Louisiana. Most recently, she has worked with the Broward County School Board to conduct damage assessments, process projects, and coordinate effective delivery of federal funding to grantees/sub-grantees. For the Town of Davie, she works closely with the FEMA Program Delivery Manager to resolve any program-related difficulties, determine scopes of work, and communicate program eligibility requirements.

BROWARD COUNTY BOARD, FORT LAUDERDALE, FLORIDA, OCTOBER 2018 – PRESENT

Shaletha works closely with FEMA Program Delivery Manager and sub-grantee to coordinate effective, efficient and accurate delivery of federal funding. She has identified all eligible damage caused by Hurricane Irma and assisted in gathering all required documentation for upload in the FEMA Grants Portal.

TOWN OF DAVIE, DAVIE, FLORIDA, FEBRUARY 2018 – PRESENT

Shaletha works closely with the FEMA Program Delivery Manager and sub-grantee to coordinate effective, efficient and accurate delivery of federal funding to resolve program-related needs and ensure projects are processed efficiently.

STATE OF NEW JERSEY, COLTS NECK, NEW JERSEY. (CLOSEOUT LEAD: 8/2013 – 6/2014; DISASTER RECOVERY SPECIALIST: 7/2014 – 10/2015; CLOSEOUT SPECIALIST: 11/2015 – 11/2017).

Shaletha was responsible for validating and verifying funding authorizations and expenditures by analyzing financial reports for accuracy and determinations of potential obligations or de-obligations of federal funding. As a Closeout Specialist, she conducted final reviews of all submitted invoices, contracts, procurement packages, and other closeout documentation. She prepared and recommended final grant versions before closeout, and advised applicants of grant management and audit requirements, as described in federal regulations.

DISASTER RECOVERY SPECIALIST II, CLOSEOUT SPECIALIST: LOUISIANA GOHSEP, BATON ROUGE, LA, APRIL 2006 - JULY 2013.

Shaletha was responsible for certifying that all recovery work was completed, appeals were resolved, and all eligible costs were reimbursed. In addition, she was responsible for closing projects and auditing reports by determining if each sub-grantee met eligibility requirements and documentation standards according to federal and state regulations. She also provided applicants with clear, accurate information regarding FEMA/State disaster recovery programs, and performed payment reconciliation to ensure accuracy and request refund for de-obligated funds. Shaletha entered payment vouchers for electronic payment to applicants affected by disasters into Louisiana.com.

US SMALL BUSINESS ADMINISTRATION (SBA). 2005 – 2006.

Shaletha assisted administrative officers in preparation of the Disaster Area Office's annual budget, maintained accounting records, and reviewed invoices, statements, and travel vouchers for payments to the appropriate vendors and travelers. As directed, she answered questions and assisted supervisors, loan officers, loss verifiers, and other staff regarding policy and regulations governing travel vouchers and proper overtime requests.

**SHALETHA SMITH
PA PROJECT OFFICER**



YEARS OF EXPERIENCE

13+ Years

EDUCATION

Northwestern State University
B.S., Business Administration /
Accounting

University / Institution Name
Degree / Certificate Name

LICENSES/CERTIFICATIONS

*FEMA National Emergency
Management Information System
(NEMIS)*

*FEMA's Emergency Management
Mission Integrated Environment
(EMMIE)*

MB3 (EMGrantsPro)

Various FEMA EMI Courses

Erin Buchanan, CFM, has more than 15 years of hazard mitigation experience, including mitigation planning, project and application development, grants management, and financial data management. Erin has provided mitigation planning expertise to many clients and is skilled at helping communities connect hazard mitigation planning to project and application development. Her financial management tracking tools have managed over \$2.7 billion in federal funds.

FLOOD MITIGATION ASSISTANCE – TOMS RIVER, NJ (2017 – PRESENT)

Erin serves as a mitigation specialist responsible for the development of the Toms River Flood Mitigation Assistance Elevation project. The elevation project was submitted under the FY17 grant cycle.

HAZARD MITIGATION TECHNICAL ASSISTANCE – FERNANDINA BEACH, FL (2017 – PRESENT)

Erin is the mitigation specialist responsible for the development of the City of Fernandina Beach drainage project. Erin was responsible for application development and provided programmatic guidance.

HAZARD MITIGATION PLANNING – MISSISSIPPI EMERGENCY MANAGEMENT AGENCY (2018)

Erin served as a Project Manager for the State Plan, which included updates regarding climate change.

HAZARD MITIGATION PLANNING – VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT (2017 - 2018)

Erin served as the Project Manager and Senior Mitigation Planner responsible for the plan update as well as bringing the plan to enhanced status. The plan documented the Commonwealth's ability to manage hazard mitigation grant funds and described the ways in which climate change may exacerbate natural hazards.

HAZARD MITIGATION GRANTS MANAGEMENT – UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON (UTMB) (2016 - PRESENT)

Erin serves as a Project Manager responsible for grant management and as well as advising UTMB stakeholders. She is responsible for identifying and developing mitigation projects and has submitted \$25M worth of grant applications to the Texas Division of Emergency Management Agency (TDEM). Previously funded projects are in various stages of implementation and project closeout.

Erin also worked as a Mitigation Planner and was responsible for the QA/QC of updated plan documents for UTMB Disaster-Resistant University Hazard Mitigation Plan.

HAZARD MITIGATION PROGRAM SUPPORT – LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) (2007 - 2016)

Erin served as a Hazard Mitigation Specialist supporting GOHSEP during rebuilding efforts from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. She assisted in identifying and developing HMGP projects and applications, ensured legislative criteria were met, developed cost analysis, assisted in training GOHSEP staff, and developed funding strategies and financial management tracking tools.

ERIN BUCHANAN SENIOR HAZARD MITIGATION SPECIALIST



YEARS OF EXPERIENCE

15 Years

EDUCATION

Marshall University
BA, International Affairs

LICENSES/CERTIFICATIONS/TRAINING

Certified Floodplain Manager (CFM)

CDBG Basics: Training for Practitioners, May 2015

FEMA's National Emergency Management Information System (NEMIS)

FEMA Professional Development Series Certificate

FEMA Classroom Training: DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF-304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701

FEMA EMI Training: IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-22, IS-036, IS-055, IS-100, IS-111, IS-120, IS-139, IS-200, IS-208, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-318, IS-324, IS-362.a, IS-393, IS-394, IS-395, IS-546, IS-547, IS-630, IS-632, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870

Ashley Hebert is a Certified Flood Plain Manager (CFM) with extensive experience supporting FEMA Hazard Mitigation Grants Program (HMGP) and Public Assistance (PA). Ashley has more than 15 years of experience supporting FEMA disaster recovery programs across multiple disasters including Hurricanes Katrina and Rita and Superstorm Sandy. As a FEMA core employee, Ashley served in multiple positions ranging from Project Officer II to Lead Hazard Mitigation Grant Program Specialist. He has been responsible for managing over \$750 million in projects from cost estimates to completion.

HAZARD MITIGATION PROGRAM SUPPORT, VARIOUS CLIENTS (2018 – PRESENT)

Ashley is currently supporting the University of Texas Medical Branch at Galveston and Sienna Plantation Levee Improvement District to help develop HMGP projects and BCA totaling over \$119 million for submittal to the Texas Department of Emergency Management and FEMA.

PUBLIC ASSISTANCE TECHNICAL SUPPORT, FEMA (2016)

Under a FEMA PA-TAC, Ashley performed mechanical engineering technical assistance following the impact of Superstorm Sandy in New Jersey. He supplied technical assistance for mechanical equipment and reviewed PWs for reasonableness.

PUBLIC ASSISTANCE TECHNICAL SUPPORT, LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (2015 - 2016)

As a contractor, Ashley performed Cost Reasonableness Analysis and Cost Estimation for PA Closeout following Hurricanes Katrina, Rita, Gustav, and Ike in Louisiana. He reviewed invoices and produced estimates for PA projects that did not follow the proper procurement process for all projects over \$10,000.

NEW YORK RISING PROJECT, STATE OF NEW YORK (2013 – 2014)

Ashley performed Quality Assurance/Quality Control on the New York Rising project following Superstorm Sandy. He conducted review of Xactimate estimates and cost estimates for repair and drawings for homes affected by the storm. In quality checks, he added items as needed that were overlooked by the initial inspectors to help the homeowners completely repair their homes.

PUBLIC ASSISTANCE COST BENEFIT TECHNICAL SUPPORT, VARIOUS CLIENTS (2013)

Ashley analyzed data for program analysis, reviewed HMGP projects for cost effectiveness, and provided training for BCA preparation. Ashley reviewed costs related to projects and provided guidance to applicants to inform them of their options to collect information for cost-effective projects.

FEDERAL DISASTER RECOVERY PROGRAMS, FEMA (2005 – 2015)

As a FEMA core employee, Ashley held several key positions in support of FEMA disaster recovery programs:

- In response to Hurricane Katrina (DR-1603), Ashley served as the HMGP Cost Benefit Specialist for the allocation totaling \$390 million.
- Ashley was the Lead HMGP Specialist in Baton Rouge, LA, as part of the "Strike Team" which made determinations on DR-1786 and DR-1792 (Hurricanes Gustav and Ike).

ASHLEY HEBERT, EIT, CFM HAZARD MITIGATION SPECIALIST



YEAR JOINED WITT O'BRIEN'S LLC
2018

**YEARS OF EXPERIENCE WITH
OTHER FIRMS**
15 Years

EDUCATION
University of Louisiana at Lafayette
B.S.- Mechanical Engineering

LICENSES/CERTIFICATIONS/TRAINING
ICS/NIMS 100.b, 200.b, 300, 700.a,
800.b
Public Assistance Ops 1 & 2
Certified Grant Manager – Federal
Track

Evan Rosenberg is a disaster recovery and legal expert with more than 10 years of experience in assisting state and local clients with federal disaster recovery programs. Evan has served on the US Virgin Islands Recovery team for Hurricanes Irma & Maria, providing expert assistance in FEMA Public Assistance (PA) and Individual Assistance (IA), as well as HUD's Community Development Block Grant – Disaster Recovery (CDBG-DR). Prior to joining Witt O'Brien's, he served as the Division lead for all Recovery Operations for the Florida Division of Emergency Management including four new Presidentially declared events, as well as for over 20 previously declared Presidential disasters during his term.

DISASTER RECOVERY CONSULTING, US VIRGIN ISLANDS (2018 – PRESENT)

Evan serves as part of the leadership team for the USVI recovery efforts after hurricanes Irma and Maria. He has served as a subject matter expert in FEMA IA and PA and HUD CDBG-DR. He also served as the Legal Services SME and Reports and Analytics Lead.

AFFORDABLE HOUSING DIRECTOR, FLORIDA HOUSING FINANCE CORPORATION (2017 –2018)

Prior to joining Witt O'Brien's, Evan served as the Deputy Director of Multifamily Development for the Florida Housing Finance Corporation. He was the legal SME supporting the allocation of approximately \$100 million annually in federal Low-Income Housing Credits and State loan/bond funds and assisted with the development and preservation of affordable housing within the State. He developed competitive proposals for fund allocation, as well as scoring schematics and assignments for such competitive housing allocations, both disaster and non-disaster.

DISASTER RECOVERY, FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FLDEM) (2009 –2017)

While employed by FLDEM in several high-level positions, Evan provided leadership and results for disaster recovery initiatives. He developed a change management process within the Bureau of Recovery to address adaptability of state transparency statutes and DHS-OCFO funding determinations. He was responsible for responding to State and DHS-OIG audits of the Florida Recovery Program. Evan also provided oversight for the state Public Assistance teams that worked with FEMA to close out over 600 Projects Worksheets (PWs) on older events, totaling more than \$50MM. He integrated the Recovery Support Functions (RSFs) into operational plans for both Emergency Operations Center (EOC) and Joint Field Office (JFO) Operations. He has stepped up as EOC/JFO Operations Chief for disaster events, including Tropical Storm Debby and Hurricane Isaac. Evan has managed staff across PA, IA, CDBG-DR, and Special Considerations units in response to ongoing disasters and to closeout previous disasters. Evan acted as the Stafford Act Appeals Officer for a short time during his tenure with FLDEM, writing approximately 300 appeals with an estimated recoupment of \$20MM for the affected local governments and state agencies.

EMERGENCY MANAGEMENT COURSES, AMERICAN PUBLIC UNIVERSITY SYSTEM (2012 – PRESENT)

Evan teaches in the School of Homeland Security's Emergency Management Program. His courses include Emergency Management Theory, Research Methods, Mitigation & Resilient Communities, Economics of Disaster, and Emergency Management Law.

EVAN ROSENBERG SUBJECT MATTER EXPERT – APPEALS

YEAR JOINED WITT O'BRIEN'S LLC
2018

YEARS OF EXPERIENCE WITH OTHER FIRMS

20 Years

EDUCATION

Florida State University
Juris Doctor, Law
M.S.- Urban and Regional Planning

University of Maryland
B.S.- Aerospace Engineering and
Mathematics

LICENSES/CERTIFICATIONS/TRAINING

State of Florida Certified Contract
Manager
Florida Real Estate Sales License
FEMA Advanced EM Academy
FEMA L962 – All Hazard Plans Section
Chief
FEMA L958 – All Hazards Ops Section
Chief
FEMA Advanced Professional Series
FEMA Professional Series
ICS-100, 200, 700, 800

e. Resume for Program Manager

The resume for our program manager, with three professional references, is provided on the following page.

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Curt Johnson has more than 7 years of disaster recovery experience and serves as a full-time Senior Debris Specialist and Emergency Response Coordinator with Witt O'Brien's. In this role, he is responsible for debris monitoring and removal projects in response to major disasters. To date, Curt has overseen the removal, management, and reduction of over 8 million CY of debris.

DEBRIS MONITORING, MOREHEAD CITY, NC (2020)

Curt served as the Project Manager for a specialized debris removal operation in Morehead City, NC, as a result of Hurricane Florence. He managed the identification, removal, and disposal of hazardous limbs, hazardous trees, and hazardous stumps from 2 historical cemeteries.

DEBRIS MONITORING, NEW HANOVER COUNTY, NC (2018 – 2019)

Curt was the Project Manager for debris removal operations following Hurricane Florence, for which he managed the removal of over 1.4 million cubic yards of debris.

DEBRIS MONITORING, USVI (2017 – 2018)

Curt worked in the US Virgin Islands as the Debris Manager for St. Thomas island, and the Debris Subject Matter Expert (S.M.E.) for all of the Virgin Islands. He managed the removal of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma & Maria.

DEBRIS MONITORING, STATE OF FLORIDA (2017)

Curt served as Project Manager for multiple cities and counties in Central Florida for the debris removal operations following Hurricane Irma. Those cities/counties included Gainesville, Alachua County, and the City of Edgewater, FL. Add

DEBRIS MONITORING, STATE OF FLORIDA (2016)

Curt served as Project Manager for the debris removal operations for Edgewater, FL and Ponce Inlet, FL following Hurricane Matthew. He managed the removal of 255,000+ CY of vegetative and C&D debris.

DEBRIS MONITORING & CLEAN-UP, SANTA BARBARA, CA (2015)

Curt was a Division Supervisor overseeing all oil cleanup efforts by contractors for the Plains All American Pipeline spill.

DEBRIS MONITORING, NEW HANOVER COUNTY, NC (2014)

Curt managed the debris removal effort in New Hanover County, NC in response to severe winter storms, overseeing debris removal operations of close to 100,000 CY of vegetative debris.

DEBRIS MONITORING, BOROUGH OF UNION BEACH, NJ (2012 – 2013)

Curt served as Assistant Project Manager in the overall debris monitoring operations for the Borough of Union Beach, New Jersey during Superstorm Sandy recovery efforts.

DEBRIS MONITORING, ST. BERNARD PARISH, LA (2012)

Curt served as Assistant Project Manager responsible for the debris monitoring operations for St. Bernard Parish, LA in the recovery from Hurricane Isaac.

CURT JOHNSON PROGRAM MANAGER



YEAR JOINED WITT O'BRIEN'S

2012

LICENSES/CERTIFICATIONS/TRAINING

IS-100.c, IS-101.c, IS-102.c, IS-200.c, IS-230.d, IS-235.c, IS-632.a, IS-700.b, IS-800.c

Certified Hazard Analysis and Critical Control Points (HACCP) Manager

2007 International Food Service Executives Association (IFSEA), Honolulu, HI

Master Certified Food Executive (MCFE)

Certified Professional Food Manager (CPFM)

PREVIOUS PROFESSIONAL EXPERIENCE

U.S. Environment Protection Agency (EPA)

US Coast Guard

PROFESSIONAL REFERENCES

Brenda DeWees, Director of Environmental Services, City of Edgewater, FL.

Ph: 386-424-2400 x4007

Email: bdeweese@cityofedgewater.org

Kim Roane, Business Officer, New Hanover County, NC.

Ph: 910-798-4402

Email: kroane@nhcgov.com

Dave Mayes, Director of Public Services, City of Wilmington, NC.

Ph: 910-341-5880

Email: dave.mayes@wilmingtonnc.gov

F: TECHNICAL APPROACH AND UNDERSTANDING

a. Understanding of the Village's Needs, Goals, and Objectives.

Witt O'Brien's brings unique depth and breadth of experience to each engagement we undertake. Over our decades of work, we have partnered with states, cities, and counties across the country, and this experience has informed our approach to disaster response and recovery so that we have a full, nuanced understanding of the primary goals of debris monitoring projects:

1. Remove debris safely, efficiently, and cost-effectively
2. Maximize FEMA reimbursement

However, each project requires a slightly different approach and combination of expertise in order to achieve successful results. In particular, we have found that personnel with knowledge of the State's emergency management policies, regulations, and requirements are helpful to project start-up and close-out phases. This knowledge also helps us to better understand the community, its challenges, and the residents. Therefore, for this bid we have proposed staff with diverse experience working with Florida cities, counties, and communities on disaster response and recovery contracts. A summary of a few key projects we have completed in Florida is included below.

- For the Town of Southwest Ranches, we have provided planning and recovery support by engaging in annual preparedness meetings ahead of each storm season with both Town officials and outside response vendors. We have also worked with the Town to gather documentation to support its FEMA claims for debris operations, emergency measures, and repairs to the Town's infrastructure for PWs in Categories A, B, C, E, and G, which totaled over \$4 million in costs.
- For the Town of Davie, we assisted with the preparation and submission of 24 FEMA PWs in Categories A-G after Hurricane Irma, which totaled over \$10 million.
- For the City of Fernandina Beach, we identified and prepared 19 projects from Hurricane Irma, which totaled \$1.6 million. All projects were populated in FEMA's Grants Portal, submitted to FEMA, and transferred to the Consolidated Resource Center (CRC) as of March 2018.
- For the Bay Health Foundation in Panama City, we supported recovery after Hurricane Michael by documenting damages and preparing PWs for projects totaling over \$124 million.
- For the City of Orlando, we provided cost recovery services in 2004-2005 following Hurricanes Charley, Frances, and Jeanne. Original tasks included recovery grant management and FEMA PW preparation assistance. We were then asked by the City to support the FEMA appeals process related to any insurance de-obligations sustained during the FEMA Office of Inspector General's (OIG) evaluation of Florida Applicants. Moreover, we provided additional expert support in the preparation of the City's debris-hauling RFP and the resulting contract.

We then provided grant management consulting services to assist in the City's response to Hurricane Matthew in 2016. The City had one Category A and one Category B PW totaling approximately \$650,000 in obligated funds.

Our team is currently assisting with documentation collection and review in preparation to submit PWs to FEMA for damages resulting from Hurricane Irma in 2017. This involves supporting and enabling the City to navigate the new FEMA PA delivery model for PW preparation using the FEMA Grants Portal. Presently, Orlando is projected to have about 35 PWs in Categories A through G, which total \$15 million in project value.

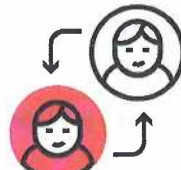
b. Proposed Approach to Responding to an Incident.

b.1. Start-up Procedures.

Witt O'Brien's has a robust internal ability to mobilize with 24 hours from our local Fort Lauderdale office. In addition to the staff we have identified in our proposal, our firm maintains a bench of on-call personnel with the needed skills to support the Village. We have 115 on-call employees who are trained in debris monitoring operations and ready to be deployed. We also have an additional 1,000 previously-trained debris monitors who are eligible and available for re-hire in the event of a large-scale disaster or event. We are ready to support the Village beginning on Day 1.

Furthermore, we have developed tools and procedures, as depicted below, that enable us to rapidly mobilize and deploy staff to areas in need.

Mobilization, Activation, and Deployment Tools

Activation & Mobilization Planning 	We customize our project management plans (PMPs) and assign regional managers based on weather and recovery forecasting models run for each client and their location.
Employee Cross-Training 	We continuously engage staff in an aggressive internal general training program and ensure that our personnel are trained across multiple disciplines of emergency management and recovery.
Contract Employees 	We hire, screen, train, and deploy on-call employees. Proven managers, monitors, field supervisors, and data analysts from past projects are often retained as contracted or part-time staff.
Full-Time Staff 	We retain a full-time staff of permanent, trained, and experienced recovery, grant management, and hazard mitigation personnel, supplemented by seasonal, part-time, and contract hires.
Hiring & Training Programs 	Screening, hiring, and training processes allow us to efficiently deploy, manage, and train large numbers of personnel to multiple active locations. Off-site managerial resources also ensure that project teams have the support they need, and they can quickly process new hires.

Pre-Event Recruiting 	Prior to the start of hurricane season, we begin advertising for stand-by debris monitors and supervisors and maintain lists of potential employees for our call-down roster by location.
Forecasting 	In advance of an event, we run forecasting models to design an effective staffing and mobilization plan around the "worst case scenario." Then, using daily coordination and management tools, we maintain daily communication with on-the-ground managers to ensure they have the resources they need.

Witt O'Brien's will add staff, as needed, to supplement and provide detailed oversight of debris monitoring, PW development, and the collection of appropriate supporting documentation. Our organization will scale based on assessed need to will meet the Village's performance expectations. We also have established agreements with local staffing agencies to address peak surge requirements.

b.2. Selection of Temporary Debris Staging and Reduction Sites (TDSRS).

As needed, Witt O'Brien's can assist with pre-event selection of TDSRS suitable to handle the quantities and types of debris forecasted, and can advise and assist the Village with the acquisition of all necessary environmental and other permits. An important component of reviewing sites and consulting on site selection criteria is ensuring that sites can be properly secured in order to limit access. As part of our process for selecting potential sites, we take photographs, inspect potential properties, and produce a summary report with recommendations. Site security measures such as fencing, cameras, and locked access gates can also be implemented after the site selection process. We are also experienced in establishing ingress and egress routes (and find this to be a helpful step in increasing site efficiency), and we have assisted in the management of reduction schedules to reduce the risk of (1) vegetation catching fire, or (2) debris piles growing too high.

b.3. Damage Assessment.

As part of our planning and scheduling process, Witt O'Brien's monitoring team will generate a list of major damage areas. They will then tour these areas with any appointed Village officials and hauling contractor(s) to visually inspect the damages. As requested by the Village, we can provide support and guidance in the assessment of damages to public infrastructure components, transportation systems, and facilities, and assist in the preparation of comprehensive scopes of work and cost estimates for either repair or replacement of the damaged elements.

We will also ensure that inspected damages are accurately documented, as this is one of the most important activities in disaster recovery. Damage assessments must include specific details such as insurance information, location, cost estimates, category of damage, and community impact. If damages are assessed incorrectly, the Village is less likely to receive the disaster assistance for which it is eligible. We have extensive experience working within FEMA Region IV and will foster an open dialogue between FEMA, the state of Florida, and Village of Key Biscayne, ensuring that accurate, thorough, and detailed inspections and damage documentation are at the forefront of the operation. We can also leverage our FEMA Public Assistance (PA) program knowledge to train and prepare Village staff before applying for disaster aid to ensure they are adequately prepared to make their best case for eligible assistance.

As part of the damage assessment process, we use powerful software solutions from FEMA and the USACE to help estimate debris volume and resource needs. Analyses can be run in real time to support faster response and recovery, providing the Village with timely, sound information and promoting informed decision-making. These programs use mathematical models for estimating potential damages and losses due to floods, earthquakes, and hurricanes based on

historical information on debris quantities generated by similar disaster events; GIS data on topography, land use, and development; and information about the disaster (e.g., extent of damage, hurricane category, etc.). This information is combined to generate debris quantity estimates that help our team predict and forecast resource requirements. We typically combine results from HAZUS-MH (designed and developed by FEMA to estimate building and infrastructure loss) and the USACE Estimation Model, which takes into account the number of households, commercial density, landscape, storms, and weather.

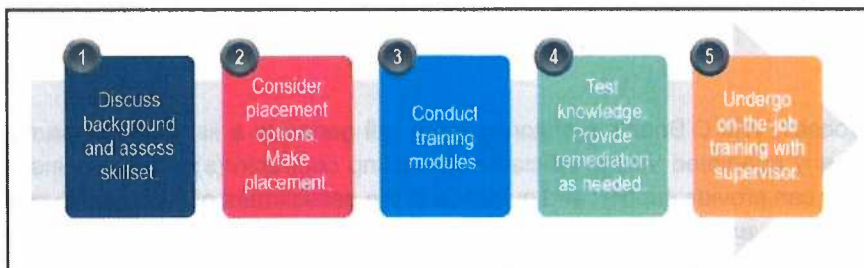
When analyses are completed, we will provide a *Preliminary Damage Assessment Report*. It provides you with an estimate of the amount of debris and removal costs. The report will also identify any dangerous debris that requires immediate removal. Once debris removal has begun, we supplement this initial estimate by using additional, on-the-ground methods of estimation, such as taking photographs of loads, using measuring tapes, and recording GPS coordinates.

b.4. Hiring and Training Staff.

We believe that our responsibility to our disaster-affected clients goes beyond project management. We understand that disasters impose economic hardships on communities. Therefore, in addition to our regular and on-call employees, we are committed to hiring additional local personnel on our projects as needed, to both minimize travel expenses and to extend employment opportunities. Staff undergo rigorous training through an interactive, cloud-based training module.

Training. When potential disasters loom, our goal is to staff projects quickly and efficiently with qualified individuals. Our management will activate Witt O'Brien's standard procedures for broadcasting job announcements in a storm's path. We are also committed to hiring local individuals and frequently consult with our clients to determine if any recently retired or laid-off government employees – from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments – might be available to assist with the recovery effort. In addition to our own Human Resources department, we work with multiple staffing vendors across the country who provide recruiting services and employee onboarding.

Once personnel are hired, we work with them to ensure content knowledge and understanding before assigning them to



field operations. In addition, we believe that an important part of managing and deploying field staff is ensuring that all staff are properly trained. All new debris monitors under an intensive training and orientation session as well as hands-on field training conducted by a field supervisor or supervisor monitor. The course is designed to emphasize

safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, and standard procedures for debris monitoring. New monitors are also trained in the use of handheld automated ticketing units (tablets) and are supplied with reference materials and maps of their work zones.

Our modular training sessions teach new staff their tasks, eligibility requirements, and proper documentation techniques, and then tests them on their knowledge comprehension and retention. Each module ends with a test that must be passed before moving on to the next training level. Training can be completed at any time, allowing monitors to fulfill multiple roles when needed.

Once trained, monitors are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct. Witt O'Brien's will deploy experienced and trained field supervisors to oversee monitoring activities and implement a quality assurance program at debris sites at a ratio of 1:7. We follow the National Incident Management System (NIMS) Incident Command System (ICS) guidance, which advises that people in leadership positions maintain a "manageable span of control" regarding the number of direct reports. Reports

generated by field staff (and reviewed by the operations manager), and field observations made by our management staff will be used to provide feedback regarding operational efficiencies and suggested paths forward by our PM.

We carefully screen our monitoring staff with background checks and drug tests. Witt O'Brien's also regularly uses E-Verify to screen potential employees and we impose a strict "zero tolerance" policy for drug usage, safety violations, foul language, or disrespectful behavior that may reflect negatively on our client or our firm. Any field staff can be dismissed from the project at any time for violating these policies.

It is the responsibility of the Operations Manager, in consultation with the PM, to generate staffing reports and daily schedules for supervisors and field monitors. Monitors report directly to field supervisors, who work closely with the Operations Manager to ensure smooth operations across multiple debris management sites.

*We discuss our approach to monitoring and managing debris removal operations under **Section F.d**.*

b.5. Prepare Status and Final Reports.

In our experience, debris removal operations proceed most smoothly when there are open and transparent communications between the DRC, the monitor, and the client. Therefore, we will attend all meetings and briefings as designated by the Village. During active debris removal operations, the PM will plan to conduct and/or attend daily meetings with the Village Debris Manager, contractors, and operational staff to coordinate scheduling, confirm progress, resolve any ongoing issues, discuss any potential risks or issues that may affect work, and make any required adjustments. During these daily meetings, we will provide verbal status updates to the Village Debris Manager. We can provide additional written status and operational reports, if requested by the Village, on an interim basis—after first push, second push, etc. We will also supply a final report following completion of the disaster response efforts.

b.6. Track Activities and Stay on Schedule.

In our experience, debris removal operations proceed most smoothly when there are open and transparent communications between the debris management contractors, the monitoring firm, and the client. We have provided a sample schedule that depicts a typical work breakdown schedule for most of the debris monitoring projects we undertake.

Work Breakdown Schedule for Typical Debris Monitoring Project

Milestones	Tasks	Timeline
Facilitate Planning, Training, and Administrative Support	Meet with Village staff to review/revise debris management plan, requirements, and strategies to achieve compliance. Assign a dedicated, qualified debris expert to help with the following tasks: • Ensure readiness by obtaining and reviewing critical documents (e.g. hauler contracts). • Identify debris management site(s) (DMS). • Ensure that proper documentation is in place. • Train staff (upon request/as needed). • Provide State / FEMA claims support and interpret project data during the reimbursement process.	Year-round
Coordinate Project Start-Up	• Collaborate with hauling contractors, FEMA, and State. • Develop an Incident Action Plan.	From an NTP
Assess and Estimate Debris Quantities	• Coordinate with the Village and the hauling contractor to tour affected areas, document damages, estimate debris quantities and removal costs, and identify hazardous or dangerous debris for immediate removal.	8 – 48 hours post-impact

Milestones	Tasks	Timeline
Facilitate Health and Safety of Residents and Contractors	- Initiate a Health and Safety Awareness and Compliance Program. - Ensure monitoring personnel are equipped with proper personal protection equipment and operating safely.	Within 48 hours (and continued as needed)
Measure and Certify Hauling Vehicles	- Measure capacity, mark, certify, log, and photograph collection vehicles. - Periodically audit measurements for assurance against placard tampering.	Within 48 hours (and continued as needed)
Hire and Train Monitors	Recruit, screen, hire, and train local area residents for monitoring duties.	Within 48 hours (and continued as needed)
Manage Data, Records and Reporting	Collect and manage data and daily reporting; manage records (e.g. collection, scanning, storage).	Within 48 hours (and continued as needed)
Establish DMS / TDMS Site(s)	- Inspect locations, documenting conditions and a safety report. - Secure regulatory permits and coordinate set-up with contractors. - Staff each DMS with experienced staff for assessing load volumes, inspecting debris, and ensuring debris types are kept separate (for proper quantification throughout all phases of the project).	48 – 72 hours
Conduct Clearance Monitoring	- Prioritize roads, facilities, and areas for initial debris clearance - Document labor and materials, and force account expenses - Track and maintain Federal Aid System roads' costs separately (for FHWA ER program).	Within 72 hours of initiation
Dispatch Load Site Monitors	Pair monitors with hauling crews and dispatch to debris collection locations.	48 – 72 hours
Deploy Field Supervisors	Deploy experienced field supervisors to oversee monitoring activities and ensure quality services (at a ratio of 1:7).	48 – 72 hours
Coordinate Special Debris Load Site Monitors	Deploy roving monitors to locate, document, and map special debris (i.e., hazardous, stumps, leaning trees, white goods, etc.); report on ineligible debris and contractor-caused damages.	48 – 72 hours
Reconcile Hauler Invoices	- Review and reconcile hauler invoices against our independently-maintained database for accuracy. - Provide written discrepancy reports and payment approvals to the Village.	Within 72 hours of receiving invoices

Milestones	Tasks	Timeline
Coordinate Final Pass	• Ensure the complete debris removal and documentation and minimize hauling costs. • Publish last pass schedules. • Deploy monitors to confirm clearance of all roadways and map any remnants. • Create a web-based digital map (ArcGIS) depicting remaining debris locations, along with ineligible debris left in the area (upon request). • Provide written confirmation of debris removal completion.	Final weeks of debris collection operations
Close Out DMS	• Document and confirm removal of all debris, equipment, and materials. • Document site restoration labor and expenses. • Confirm compliance with environmental regulations.	Following haul-out
After-Action Report	• Prepare a report detailing project specifics, highlights, data, lessons learned and recommendations for next event. • Provide digital and hard copy of all project records.	Within 30 days of completion
<i>The services described below can be implemented within the project plan as needed or upon request by the Village.</i>		
Facilitate Quality Assurance Program	• Implement a QA program to ensure contract compliance and maintain performance standards and goals.	Upon request
Facilitate Mulch and Processed Debris Haul-out Monitoring	• Monitor and document the haul-out of processed debris from DMS. • Confirm final disposition of debris and the associated records.	Upon request
Facilitate FHWA Emergency Relief Program Monitoring	• Monitor FHWA-eligible debris removal.	Upon request
Conduct Monitoring for Special Debris Programs	• Deploy specially-trained and equipped monitors to document (with photos and GPS) the proper removal of special debris types (i.e., stumps, hanging limbs, leaning trees, hazardous waste, white goods, etc.)	Upon request
Support Public Information Efforts	• Provide pamphlets, example service announcements, and instruction, etc. for your residents	Upon request
24/7 Debris Hotline	• Establish and manage a 24/7 hotline to answer your resident's questions, disseminate information about	Upon request

Milestones	Tasks	Timeline
	removal program requirements, timelines and field complaints.	

Please note: The schedule set forth in this proposal is subject to change in cases of conditions outside Witt O'Brien's' control, such as, but not limited to, the availability of hauling assets, evacuation orders, persistent extreme weather conditions, flooding, limited community access/entry, and unsafe entry conditions.

c. Analysis of Debris Recovery Operations.

Witt O'Brien's is committed to customer service and project success. At the core of our project management approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. The accurate completion of load tickets is perhaps the most important element of our quality control program.

Field monitors will be dispatched to specific areas or zones. They will be responsible for the documentation (via load ticket, photographs, GPS coordinates, or other data or sources of information) of debris eligibility and debris amounts via distribution of load tickets; any damage caused by the contractors during debris removal; incidents involving monitors, DRC staff, or residents; and any operational issues that may cause a reduction in performance or an increase in recovery costs. To provide the Village with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where additional removal equipment may be required to meet deadlines or how additional TDSRS might improve output. When removal operation forecasting shows that completion will take longer than established deadlines, we will evaluate the available equipment and personnel onsite to determine how to best increase the daily collection rate and turnaround times. Efficiency procedures often include increasing equipment numbers, adding additional debris site locations, and establishing new removal route schedules around traffic patterns.

d. Management of Debris Management Contractors.

d.1. Monitor Contractor Operations.

As experts in debris monitoring and managements, our team has a comprehensive understanding of the required qualities and qualifications for debris removal contractors. Witt O'Brien's will monitor all debris contractors and their operations. As our supervisory personnel (both field monitors and supervisors) provide oversight for debris removal crews, **their first priority will be to ensure that the contractors follow all FEMA procedures and guidelines.**

To carry out quality assurance/quality control (QA/QC) in the field, monitors will create load tickets and supervisors will spot-check monitors' work and debrief them at the end of each day. Tower monitors will also serve as part of the process of ensuring ticket completeness by reviewing load tickets for accuracy at inspection towers. In addition, data entry staff will perform ongoing reviews to identify load ticket errors or omissions in order to report them to field supervisors in real time to allow for corrective action. Finally, we will deploy trained roving monitors to assist in the identification and documentation of ineligible debris, consult with FEMA debris specialists about eligibility issues, assist with mapping of debris clearance progress, and inspect debris zones for "hot spots" and zone closure status. If Witt O'Brien's personnel detect negligence or non-compliance with FEMA regulations, Village staff will be notified immediately. The discretion will be logged and a *stop work order* will be issued. The contractor staff present, as well as their supervisors, will be informed of the non-compliance and instructed on how to correct the error. We make every effort to resume operations as soon as it is possible to do so safely.

To prevent negligence or non-compliance from occurring in the first place, our team will use our proprietary electronic debris management system, **DebrisPro™**. Data is captured on each debris load and the real-time data entry feature of **DebrisPro™** allows us to ensure all clearance and removal work is tracked. or non-monitored work. (**DebrisPro™** is discussed in more detail in **Task f**).

As part of our monitoring duties, we believe that one of our primary responsibilities is to remain vigilant for ways to avoid accidents and provide a safe working environment. Our company takes safety seriously and works with clients and removal contractors on ways to ensure that all debris removal and monitoring operations are conducted in the safest manner possible. Upon the Village's request and with your approval, we will deploy a field supervisor dedicated to ensuring the safety of monitoring operations in the field. Furthermore, we follow strict safety procedures, perform safety analyses, and follow all guidelines for safety training. Our safety measures include the following activities:

- Participate in a daily safety meeting
- Wear the appropriate safety equipment
- Remain at a safe distance from loading, hauling, and cutting equipment
- Inspect all loaded vehicles before they leave debris management sites
- Ensure that debris is properly and safely loaded
- Establish safe ingress and egress routes for proper control of traffic flow

Supervisors will run a *stop work procedure* and halt operations promptly if they see unsafe conditions, or in the case of a safety incident. Following the shutdown, they will contact a supervisor and maintain the shutdown until the issue is resolved.

d.2. Ensure Debris Eligibility.

Witt O'Brien's recognizes that confirming debris eligibility is a key component of monitoring contractors' work. We will deploy experienced and trained field supervisors to oversee monitoring activities and implement a quality assurance program at debris sites. Field monitors will be deployed to specific areas or zones, where they will be responsible for the documentation (via load tickets, photographs, and GPS coordinates or other data) of debris eligibility and debris amounts; any damages caused by contractors during debris removal; incidents involving monitors, crews, or residents; and any operational issues that may cause a reduction in performance or an increase in recovery costs (e.g., contractors skipping piles, delay of start times, excessive or unscheduled breaks, etc.)

Our monitors and supervisors will confirm that all eligible debris is disposed of in a manner and at a site that conforms to federal, state, and Village regulatory guidelines; inspecting loads of debris entering or leaving the site; issuing load tickets to each truck; and maintaining logs of ticket numbers and volumes. In the event that the final disposal site is a location other than the established landfill, we confirm all required documentation and environmental permits are in place and all authorizations are secured. Following the conclusion of the project, we will provide all documentation of debris clearance, removal, management, reduction, disposal, and monitoring costs sufficient to fully and accurately support federal grant program claims.

d.3. Classify and Separate Debris.

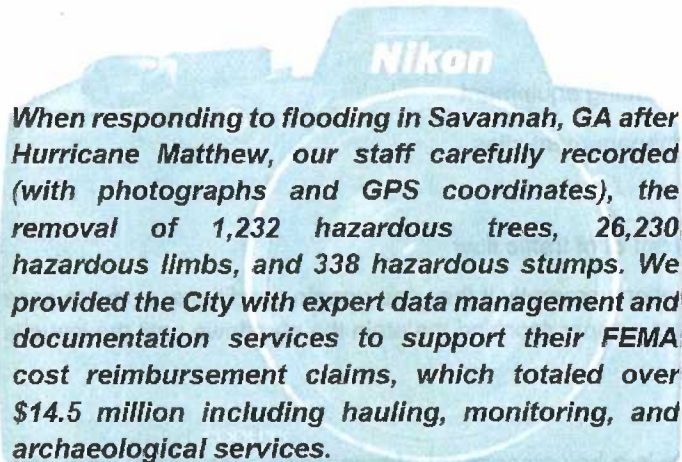
As part of our debris services, all debris will be classified by the field monitor upon collection based on FEMA protocols and the contractor line items. Debris types will not typically be comingled, however, upon delivery to the debris site, the debris type will be verified by the tower monitor. Only debris that is permitted for the site will enter. If multiple debris types are permitted for the site, then we will establish separated areas for different debris classifications. Contractors will be instructed on where to empty based on debris classification (e.g., vegetative, white goods, C&D, etc.)

To prevent hazardous waste from mixing with other debris loads, field monitors are trained to identify all types of debris. We also typically assign field monitors to specific debris removal tasks, so they can ensure that the debris they are assigned to monitor is the only type of debris being loaded/emptied by the removal crews.

d.4. Maintain Records and Provide Required Documentation.

Witt O'Brien's recognizes the importance of documenting all project costs, including debris clearance, removal, management, monitoring, reduction, and disposal. We will provide all documentation in order to fully and accurately support federal grant program claims. We have a proven track record of providing appropriate documentation, particularly load tickets and cost information, that can withstand scrutiny during the project preparation, inspection, close-out, and audit processes. We will assist the Village in completing PWs and completing any other relevant reports required for

reimbursement by FEMA, FDEM, and all other agencies for disaster recovery efforts. Our staff has prepared hundreds of FEMA claims with the goal of maximizing reimbursements to disaster-affected communities. In addition, the real-time data entry feature of **DebrisPro™** allows us to ensure that the contractors cannot invoice for ineligible or non-monitored work.



When responding to flooding in Savannah, GA after Hurricane Matthew, our staff carefully recorded (with photographs and GPS coordinates), the removal of 1,232 hazardous trees, 26,230 hazardous limbs, and 338 hazardous stumps. We provided the City with expert data management and documentation services to support their FEMA cost reimbursement claims, which totaled over \$14.5 million including hauling, monitoring, and archaeological services.

As part of recording and tracking the debris monitoring process, we document (through digital photographs, GPS coordinates, logs, and reports), the locations and eligibility of storm debris and all loads brought into or exiting the site. We will measure, mark, certify, and log debris loads. This work will be audited and spot-checked by field monitors and checked again by field

supervisors and data entry personnel. We are also able to photograph debris piles as they are removed in the field, and most often do so for vegetative debris and C&D debris.

d.5. Certify Contractor Vehicles.

Our dedication to safe debris removal practices includes the inspection of all trucks before leaving loading sites to ensure that debris is properly loaded and is not protruding or hanging out of the truck in a dangerous manner. We also provide FEMA-compliant truck placards and certification forms. Original forms, signed by an appointed truck certification monitor, with photographs of each truck showing its placard, will be provided to the Village along with electronic copies. Roving monitors will be assigned to periodically spot check and re-certify trucks during the debris management process to deter and detect any fraudulent alteration of truck capacities or placards. In addition, this information is easily searchable and can be accessed or verified through our electronic debris management system, **DebrisPro™**.

Our vehicle certification program allows us to add vehicle and driver information, volume capacity of hauling units, and required photographs into **DebrisPro™**. Once entered, the certification information is displayed for review on each ticket created with the vehicle's placard number. This allows both load site and tower monitors to verify the data is accurate and no tampering of the vehicle or placard has occurred. Any vehicle can be re-certified at any time, either as part of a routine anti-tampering program or when a monitor suspects tampering has occurred. When vehicles are re-certified, the data change will be notated and a record created in the database for audit purposes. Completed certifications will be signed off on by the certifying manager, prime contractor, and subcontractor (if applicable). Copies will be provided for all parties as well as an original paper certification form provided to the Village.

d.6. Utilize Electronic Ticketing System.

Witt O'Brien's uses our own proprietary, electronic debris management system, **DebrisPro™**, to generate real-time reports on any set of metrics for a debris project. **DebrisPro™** is a secure, multi-device supported, web-enabled system that has been used successfully by our firm for over a decade. The system collects data in the field using smartphones and tablet devices, capturing data on each debris load. **DebrisPro™** also allows for automatic integration of GPS/GIS

data, and produces only a simple bar-coded ticket for the truck driver to take to the inspection tower where a final receipt is printed. This management system was designed to meet standards set by the USACE. To ensure data security, data is stored on multiple redundant servers. Additional information is provided in **Task f**.

d.7. Develop Daily Operational Reports.

As an important part of monitoring daily operations, Witt O'Brien's will provide daily status reports during disaster operations. Daily reports provided to the Village will contain the following updates for briefing meetings:

- Daily and running summaries of the quantities and types of debris collected
- Operation times of all debris loading trucks and debris management sites
- The number of trucks operating daily
- The number of Witt O'Brien's debris monitors working daily
- Progress by area or zone and estimates of remaining debris
- Maps of all streets and other locations where debris was collected during the day (provided electronically via GIS Map (ESRI ArcGIS))
- Amounts of reduced debris removed from temporary sites and hauled to final disposal (by cubic yard)
- Reviews of the work performed by contractors

At the close of each day of operations, Witt O'Brien's field monitors and supervisors will ensure that all sites are closed and secured. When sites have been closed, our team will begin analysis of the day's data in order to provide a daily status report. Data in these reports will include: any safety incidents, daily and running summaries of the quantities and types of debris collected at each site, operation times of all debris loading trucks, the number of trucks operating daily, the number of debris field and roving monitors working, progress by area or zone and estimates of remaining debris, and amounts of reduced debris removed from temporary sites and hauled to final disposal sites. Assigned personnel will review operations daily in support of the Village on overall activities for their assigned area for documentation of debris eligibility and contract compliance.

e. Billing/Invoice Reporting Procedures.

Witt O'Brien's recognizes the importance of documenting all project costs, including debris clearance, removal, management, monitoring, reduction, and disposal. We will provide all documentation in order to fully and accurately support federal grant program claims. We have a proven track record of providing appropriate documentation, particularly load tickets and cost information, that can withstand scrutiny during the project preparation, inspection, close-out, and audit processes.

The real-time data entry feature of **DebrisPro™** allows us to ensure that debris management contractors cannot invoice for ineligible or non-monitored work. The Village will have full access to all data in the system, while the contractors' accounting and management teams will have read-only access. When a contractor submits an invoice for payment, we will first review that invoice and import its data into **DebrisPro™**, which will reconcile the invoice against our independently-collected and verified data from the field. Invoice tickets are then reviewed by our Data Manager.

Only when the invoice matches our data will we issue a Letter of Recommendation for Payment, assuring the Village that the contractor's data matches ours, there are no duplicate entries, and the invoice operational period is accurate before payment is made. In the case of any issues, we will coordinate with the contractor. During the reconciliation process, we will provide the Village with discrepancy reports and payment approval letters. Each letter outlines the outstanding fees, provides a target payment date, explains all adjustments and corrections, and includes a complete summary of our records to support the invoiced amounts.

f. ADMS Program.

Our ADMS, **DebrisPro™**, works proactively to prevent negligence or non-compliance. The system includes tools that facilitate the management of the debris removal mission, such as the ability to graphically report data; provide operational insight through GIS technology; reduce, mitigate, and discourage fraudulent activity; and track and reconcile contractor invoices. Data is captured on every debris load via a company-issued tablet and each truck driver is given a load ticket to validate where material originated, its estimated quantity, and other key data. Once at the debris management site, the tower monitor will scan the load ticket to complete the drop information and verify that the load information entered in the field is accurate. Once complete, the tower monitor will print a copy for the driver's records and synchronize the data to our server. If a signal is not available, the data remains stored locally on the device until a signal can be re-established for synchronizing.

Ticket numbers are "tagged," allowing the data manager to track tickets back to a specific device. Even if a username and/or password is compromised, the system will flag unauthorized tickets due to unusual activity. User credentials are tied to a user role (e.g., load site monitor, drop site monitor, tree work monitor, etc.) and only authorized activity will be available to the user.

When creating a ticket in the field, a load site monitor must log into **DebrisPro™** using their unique credentials. When beginning a load ticket, our system allows them to scan a barcode on the vehicle's placard to capture the vehicle's unique placard number. Date and time stamps are collected automatically when a ticket is started. The monitor can select the appropriate debris type being collected and tap the GPS locator to collect the current GPS coordinates. Our system has a mechanism for denoting if collection is for first pass or a subsequent pass, and it can distinguish between Federal-Aid roads and Non-Federal Aid roads. When needed, **DebrisPro™** can also collect photographs and tag them to load tickets. When the hauling unit is fully loaded, the ticket will be saved locally on the tablet device and a ticket printed for the driver via a durable Bluetooth printer.

Below is a list of the kinds of information we typically track for load tickets through **DebrisPro™**:

- Prime contractor name
- Contract/disaster number
- Load ticket number
- Subcontractor name (*if applicable*)
- Truck driver name
- Date & time of pick-up
- Date & time of delivery
- Pick-up location
- Loading zone number
- Debris clearing cycle (push, first pass, second pass, third pass, etc.)
- Truck ID number & capacity
- Total cubic yards picked up
- Debris classification (vegetative, white goods, C&D, mulch, stump, household hazardous waste, etc.)
- Delivery site

- Load monitor printed name & signature
- Dump monitor printed name & signature
- GPS coordinates

Witt O'Brien's fully recognizes the importance of documenting all project costs, including debris clearance, removal, management, monitoring, reduction, and disposal. We will provide all documentation in order to fully and accurately support federal grant program claims.

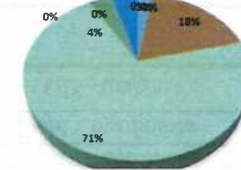
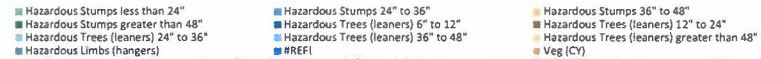
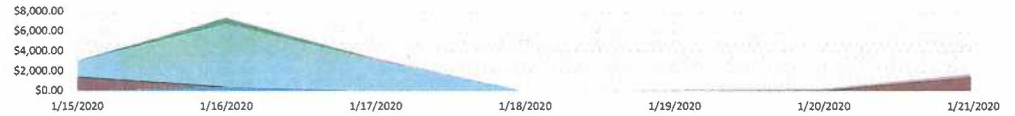
On the following pages, we have provided two sample reports generated through **DebrisPro™**.

Remainder of this page intentionally left blank.

MONITOR DAILY REPORT		1. Disaster/Project:
2. Operational Period		
Start Time:	End Time:	Date:
3. Name:	4. Position:	5. Supervisor:
6. Assignment:		
Truck	Zone	Category
7. Activity Log:		
Time	Daily Activities:	
8. End of Day		
Monitor Signature:		Ticket Total:
Supervisor Signature:		Page Total: Of

WITT O'BRIEN'S PART OF THE SEACOR FAMILY		SITUATION REPORT Morehead City, NC		Date 1/21/2020 Day of Operation 7 Operational Period 0600-1900 hours	
DEBRIS MONITOR PROJECT DR-4393 North Carolina					
Project Manager Curt Johnson 207 263 4454		DEBRIS OPERATIONS SUMMARY:			
Operations/Data Manager Victoria Kelley 601 508 6820		TOTAL/OPS PERIOD			
TOTAL TO DATE					
AOR SUMMARY		Hazardous Stumps less than 24"			
• 1 bucket truck ran today • 1 mini excavator ran today • 1 stump haul truck ran today • 1 haul trucks ran today • 1 haul trailer ran today • We certified a haul trailer today (the contractor intends to use this rather than bring in a knuckle boom). • The contractor worked in Bayview West today removing 2 hazardous trees. • *ALL HAZARDS HAVE NOW BEEN REMOVED FROM BAYVIEW WEST* • They took 1 load of logs/trunks to the N. 25th site today. They also took 3 loads of veg to the Miller DMS - 1 from Bayview West & 2 from the N. 25th site. • They intend to remove the final hazardous tree from Bayview East tomorrow, which will only leave the stumps to be ground - 4 residual and 1 hazardous in Bayview East & 1 hazardous in Greenwood. • The contractor advised that the stump grinder will be here tomorrow Wednesday. • ***The contractor is anticipating completing all work associated with the approved hazards list NLT Friday, and as early as Thursday.***		Hazardous Stumps 24" to 36"			
		Hazardous Stumps 36" to 48"			
		Hazardous Stumps greater than 48"			
		Hazardous Trees (leaners) 6" to 12"			
		Hazardous Trees (leaners) 12" to 24"			
		Hazardous Trees (leaners) 24" to 36"			
		Hazardous Trees (leaners) 36" to 48"			
		Hazardous Trees (leaners) greater than 48"			
		Hazardous Limbs (snags)			
		Veg (CY)			
		PERSONNEL			
		Project Manager 1 DMS Monitors 0			
		Operations Manager 1 Billing/ Invoice Analyst 0			
		Data Manager 1 Data Entry Clerks 0			
		Field Supervisors 0 Project Coordinator 0			
		DMS Supervisors 0 Field Coordinator 0			
		Field Monitors 3 GIS Analyst 0			
		SAFETY			
		• Safety review and heat stress awareness briefing during morning safety meeting. • Morning Safety Brief • Nothing further to report			

\$15,821.16



- Hazardous Stumps less than 24"
- Hazardous Stumps greater than 48"
- Hazardous Trees (leaners) 24" to 36"
- Hazardous Limbs (hangers)
- Hazardous Stumps 24" to 36"
- Hazardous Trees (leaners) 6" to 12"
- Hazardous Trees (leaners) 36" to 48"
- Veg (CY)
- Hazardous Stumps 36" to 48"
- Hazardous Trees (leaners) 12" to 24"
- Hazardous Trees (leaners) greater than 48"

WITT O'BRIEN'S
PART OF THE **SEACOR** FAMILY

Contractor Hauling Estimate

Date		1/15/2020	1/16/2020	1/17/2020	1/18/2020
Custom Tree Care	Hazardous Stumps less than 24"	-	-	-	-
	Hazardous Stumps 24" to 36"	-	1.00	-	-
	Hazardous Stumps 36" to 48"	-	-	-	-
	Hazardous Stumps greater than 48"	-	-	-	-
	Hazardous Trees (leaners) 6" to 12"	-	-	-	-
	Hazardous Trees (leaners) 12" to 24"	2.00	-	-	-
	Hazardous Trees (leaners) 24" to 36"	1.00	4.00	2.00	-
	Hazardous Trees (leaners) 36" to 48"	-	-	-	-
	Hazardous Trees (leaners) greater than 48"	-	-	-	-
	Hazardous Limbs (hangers)	-	4.00	-	-
	Veg (CY)	-	11.90	12.00	-

Proprietary

1/19/2020	1/20/2020	1/21/2020	1/22/2020	1/23/2020	1/24/2020	1/25/2020	1/26/2020
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	2.00	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	1.00	-	-	-	-	-	-
12.00	12.00	31.00	-	-	-	-	-

Proprietary

1/27/2020	1/28/2020	1/29/2020	1/30/2020	1/31/2020	Total Units	Total Cost
-	-	-	-	-	-	\$ -
-	-	-	-	-	1.00	\$ 425.00
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	4.00	\$ 2,900.00
-	-	-	-	-	7.00	\$ 11,165.00
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	5.00	
-	-	-	-	-	78.90	\$ 625.00
						\$ 15,115.00

Proprietary

g. Other Software Options.

Witt O'Brien's is highly proficient in the automated tracking, documentation, and recording of all project work and costs, including load tickets. Regardless of the software option preferred by the Village, we understand that the following capabilities are important to debris monitoring tasks to secure the safety of all load ticket and documentation data:

- Means to create encryption-provided electronic media with unique user IDs, digital photographs, user roles, and other identifying data
- Electronic registration of ticket/tower monitor
- Linkages of designated ticket/tower personnel roles to a specific task or mission
- Ability to edit ticket/tower monitors (i.e., create, update, delete)
- Storage for personnel contact information
- Tracking and managing ticket/tower personnel roles and status
- Assigning and tracking equipment assigned to users
- Rejecting invalid ticket/tower personnel credentials
- Rejecting invalid certification credentials

Witt O'Brien's will provide authorized Village personnel with credentials for accessing our securely hosted servers via a web portal where all documentation and data can be viewed and downloaded. Additionally, upon completion of the project, all project documentation, load tickets, truck certifications, invoices with backup data and payment recommendations will be digitized by to be made searchable, and stored on a rugged hard drive to be given to the Village along with all original documentation.

Using GIS technology, field monitors and supervisors can map out debris locations, locate "hot spots" for immediate collection, mark ineligible debris piles, and track progress for pass completions and debris removal zone closures. The app automatically updates a GIS map, which the Village can easily access. This information can be used by staff to track progress and provide updates to the media, elected officials, and the public, or to approach FEMA about eligibility issues.

G: TRAINING PROGRAM

We have provided a copy of our internal training program for debris monitors as **Appendix A** of our proposal.

H: INSURANCE

We have provided a copy of our Certificate of Insurance as **Appendix B** of our proposal. Should Witt O'Brien's be awarded this contract, we will add the Village of Key Biscayne as an Additional Insured to this policy.

K: LITIGATION STATEMENT

The Dispute Disclosure Questionnaire is provided on the following page.

Remainder of this page intentionally left blank.

L: FORMS

We have provided the following forms with our proposal:

- Form AA: Addendum Acknowledgment
- Form COA: Certificate of Authority
- Form CD: Company Declaration
- Form SEA: Single Execution Affidavit
- Form CDL: Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts

Per the instructions in Section 1.22 of the RFP, we have not provided the payment and performance bond forms, as this section states that these forms are required only by a Successful Proposer within seven days after an Event Notice to Proceed (NTP).

Remainder of this page intentionally left blank.

M: WARRANTY

On the following page, we have provided a signed and notarized statement warranting our financial solvency.

Remainder of this page intentionally left blank.

N: PRICE PROPOSAL

According to the instructions in the RFP, we have provided our price proposal using the fillable Bid Tables.

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APPENDIX A: INTERNAL TRAINING PROGRAM

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Witt O'Brien's

Debris
Monitor
Training

Section 1. What is debris monitoring?

Debris removal is the clearance, removal, and/or disposal of items such as trees, sand, gravel, building components, wreckage, vehicles and personal property. For debris removal costs to be eligible for reimbursement the debris must be a direct result of the disaster and the work must be necessary to:

- Eliminate an immediate threat to lives, public health and safety;
- Eliminate immediate threats of significant damage to improved public or private property; or
- Ensure the economic recovery of the affected community to the benefit of the community-at-large.

Debris monitoring is the process of ensuring the disaster-related debris removal operations are conducted in accordance with the funding agencies requirements (the Federal Emergency Management Agency (FEMA) and the Federal Highways Administration (FHWA)). The debris monitoring operations are meant to ensure that the removal contractor is performing the scope of work (as defined by their contract) and to document the debris removal operations.

The primary role of debris monitors is not to function as the debris police, but simply to confirm debris eligibility by documenting the location of the debris (**field monitors**) and the volume of debris collected (**tower/debris management site monitors**). Monitoring includes:

- Certifying the volumetric capacity of the debris removal trucks and trailers;
- Accurately, completely and legibly complete load tickets;
- Physically controlling every single load ticket;
- Verifying that the debris is being removed from eligible locations (public right-of-ways adjacent to improved property);
- Verifying that all debris removed is eligible (the debris must be a direct result of the disaster that poses an immediate threat to lives, public health and safety and cannot be removed from private property);
- Correctly identifying the type of debris (vegetative, construction and demolition (C&D), mixed, hazardous and electronic waste);
- Determining the actual volume (not measured truck volume) of debris taken to a Debris Management Site (DMS) or the final disposal location (such as a landfill);
- Ensure that mixed debris types are not placed in a single truck;
- Maintain communication with debris contractor (driver of the truck you are monitoring)
- Measure and validate all hazardous trees (leaners), hazardous hanging limb (hangers) and hazardous stumps;
- Total and accurate completion of the required documentation (load tickets, load ticket journals, damage/incident reports, etc.);
- Identification of pickup location (FEMA versus FHWA roadways);
- Ensure that debris is safely and properly loaded for transport;

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- Documenting and reporting all damages to private property and structures;
- Insure that all debris is removed from the truck at the Debris Management Site; and
- Providing all required paperwork to supervisor on a daily basis;
- Remain courteous, respectful, and professional at all times with residents, contractors, FEMA, or City/County officials and fellow Witt-O'Brien's employees.

Section 2. How is debris monitoring accomplished?

Disaster debris monitoring is comprised of three steps which are completed for each phase of the debris removal and disposal operation (cut/toss for right-of-way clearance, removal of dangerous limbs (hangers), stumps and leaning trees, curbside debris removal, debris reduction and haul-out to final disposal site).

The first step is field monitoring stage, where the actual curbside removal of eligible debris is verified and documented through the use of load tickets. The second step is tower monitoring stage, where the estimation of the actual volume of debris delivered to the Debris Management Site (DMS) or the final disposal site is accomplished and the load tickets are completed. The third step is the final haul-out stage, where the measurement and documentation (using load tickets) of the volume of reduced debris (mulch) or ash that is taken to the final disposal site (such as an approved landfill).

The debris removal operation is conducted in repetitive phases called passes. Each pass is completed when all roadways have been cleared of debris for the first time. Then, as residents continue to place additional debris of the public right-of-way, a second pass of the debris removal equipment is conducted on each roadway. Depending on the severity of the disaster and the quantity of debris, a third pass may also be necessary.

The Debris Monitoring Process Simplified:

- A. The debris removal trucks and equipment are certified for documentation purposes
- B. The debris locations are separated into debris zones
- C. The removal crews and their monitors are assigned to specific locations within each debris zone
- D. The debris is loaded while the monitor observes
- E. The debris load is checked by the monitor for safety during transport
- F. The load ticket is completed and the last copy kept by the monitor
- G. The remaining copies of the load ticket are given to the driver
- H. The field monitor completes the log and maps the debris removal progress
- I. The driver proceeds to the DMS or the final disposal site
- J. The driver gives the load ticket to the DMS ground monitor at the tower
- K. The DMS tower monitor determines the actual volume hauled (volume or percentage based)

- L. The DMS ground monitor inspects the load ticket for accuracy and takes action if it is incorrect
- M. The DMS ground monitor completes the bottom of the load ticket and gives a copy to the driver
- N. The DMS monitors complete the log
- O. The driver empties the hauled debris
- P. The truck is checked to verify that all debris has been removed
- Q. The truck returns to the collection site to start the process again

Section 3. Truck and equipment certifications

The first step in disaster debris monitoring is to accurately certify the volumetric capacity of the debris removal trucks and/or trailers and completing a truck certification form. The first step in the certification process is to review, verify and document the driver's/vehicle documents such as driver's license, current registration and insurance coverage. A safety check of the vehicle is also performed to insure that all local, state and federal safety standards are being complied with.

The measurements of the overall dimensions of the bed are recorded to obtain the gross capacity. Then the measurements of all deductions such as the cut-out (for loading boom) and the doghouse (hydraulic lift for dump trucks) are taken and their volume calculated. The deduction volume is subtracted from the gross capacity to determine the certified net capacity. Sometimes a sketch is drawn to identify the measured sections of the truck. All measurements and calculations must be completely accurate in order for the correct volumetric capacity of the debris removal equipment to be calculated. Any debris removal equipment that does not actually haul debris to the Debris Management Site or directly to a certified landfill is required to have all certification process steps completed with the exception of the calculation of volumetric capacity.

After the truck certification form has been completed, an adhesive-backed vinyl placard identifying the truck and its certified capacity is attached to the driver's side of the truck's bed as closely as possible to the driver's door. Photographs of the entire side view (at a minimum) of the debris removal equipment are required to be attached to the certification form. Specific and detailed training will be given to any monitors that are selected to assist in the certification process.

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PLACARD ON TRUCK

PLACARD ON EXCAVATOR



Trucks and/or trailers may need to be periodically re-checked to insure that the certified volumetric capacity has not been altered during the debris removal operations (sideboards missing, bed alterations).

All aspects of the certification process must follow the currently approved FEMA requirements. The certification of debris removal equipment requires specialized training to understand the methodology by which the volumetric capacity is measured and determined. Any monitors that are utilized for the certification process will receive additional training which is beyond the scope of this introductory debris monitoring course.

EXAMPLE OF TRUCK CERTIFICATION FORM:

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PLACARD ON TRUCK

PLACARD ON EXCAVATOR



Trucks and/or trailers may need to be periodically re-checked to insure that the certified volumetric capacity has not been altered during the debris removal operations (sideboards missing, bed alterations).

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EXAMPLE OF TRUCK CERTIFICATION FORM:

WITT O'BRIEN'S																																											
TRUCK MEASUREMENT CERTIFICATION FORM																																											
Truck No.:		Cubic Yard Capacity:																																									
Primary Hauling Contractor:																																											
Subcontractor:																																											
Truck Owner:																																											
Truck Owner Phone Number:																																											
Truck Tag No. and State:																																											
Truck Driver Name:																																											
Driver's License No. and State:																																											
Description (Circle One):		<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th colspan="4" style="text-align: center;">Inches to Decimal Feet Conversion Chart</th> </tr> <tr> <th>Inches</th> <th>Decimal</th> <th>Inches</th> <th>Decimal</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0.083</td> <td>7</td> <td>0.583</td> </tr> <tr> <td>2</td> <td>0.167</td> <td>8</td> <td>0.667</td> </tr> <tr> <td>3</td> <td>0.25</td> <td>9</td> <td>0.75</td> </tr> <tr> <td>4</td> <td>0.333</td> <td>10</td> <td>0.833</td> </tr> <tr> <td>5</td> <td>0.417</td> <td>11</td> <td>0.917</td> </tr> <tr> <td>6</td> <td>0.5</td> <td>12</td> <td>1.0</td> </tr> </tbody> </table>										Inches to Decimal Feet Conversion Chart				Inches	Decimal	Inches	Decimal	1	0.083	7	0.583	2	0.167	8	0.667	3	0.25	9	0.75	4	0.333	10	0.833	5	0.417	11	0.917	6	0.5	12	1.0
Inches to Decimal Feet Conversion Chart																																											
Inches	Decimal	Inches	Decimal																																								
1	0.083	7	0.583																																								
2	0.167	8	0.667																																								
3	0.25	9	0.75																																								
4	0.333	10	0.833																																								
5	0.417	11	0.917																																								
6	0.5	12	1.0																																								
Self Loading Truck																																											
Trailer																																											
Dump Truck																																											
Bucket Truck																																											
Other:																																											
Main Box - All Measurements in Decimal Feet																																											
Figure Type	Length	X	Width	X	Height	Equals	Subtotal Cubic Feet	Divided By	Equals	Subtotal Cubic Yards	Add All Rows Total Capacity																																
		X		X		=		27	=																																		
		X		X		=		27	=																																		
		X		X		=		27	=																																		
		X		X		=		27	=																																		
Deductions - All Measurements in Decimal Feet																																											
Figure Type	Length	X	Width	X	Height	Equals	Subtotal Cubic Feet	Divided By	Equals	Subtotal Cubic Yards	Add All Rows Total Deductions																																
		X		X		=		27	=																																		
		X		X		=		27	=																																		
		X		X		=		27	=																																		
		X		X		=		27	=																																		
										NET CAPACITY (cubic yards)																																	
Certified By (Print Name and Badge No.):						Signature:			Date:																																		
Subcontractor (Print Name):						Signature:			Date:																																		
Primary Contractor (Print Name):						Signature:			Date:																																		
Client (Print Name):						Signature:			Date:																																		
White: Client Yellow: OBM Pink: Primary Contractor Gold: Subcontractor																																											

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Section 4. The Load Ticket

Load tickets are 4 or 5-part forms which are filled out by loading site debris monitors and completed by the tower monitors. They record important information about the truck load of debris and it is critical that they are filled out correctly. Load tickets are used by our client to request reimbursement from FEMA for the cost of removing storm debris from their jurisdiction. Load tickets can actually be viewed as checks and therefore each ticket must be accounted for and completely and accurately filled out in order that the funds expended on the removal of each specific load of debris can be reimbursed to the client.

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Ticket No. (pre-printed)

CONTRACT INFORMATION	
Client/Project Name: _____	
Hauling Contractor: _____	
TRUCK INFORMATION	
Truck No.: _____	Certified Capacity: _____
Sub/Hauler: _____	Driver: _____
LOADING INFORMATION	
Date: _____	Time: _____
District/Zone: _____	First Pass Federal Aid Road: ☐
Load Location/Address: _____	
GPS: Lat. _____	Long. _____
Load Monitor Signature: _____	
Print Name & Number: _____	
DEBRIS INFORMATION	
☐ Vegetative	☐ White Goods / Hazardous
☐ C & D / Non-Burnable	☐ Tree Stump
☐ Mixed (Woody & C & D)	☐ Diameter _____
	☐ Other _____
DISPOSAL INFORMATION	
Time: _____	Dumpsite: _____
Load Est. (%) _____	x Max. Capacity = Cu. Yds. _____
Site Monitor Signature: _____	
Print Name & Number: _____	
Comments _____ _____ _____	

White: Client Green: SRI Yellow: Contractor Pink: Hauler Gold: Client

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It is **CRUCIAL** that each load ticket is completely and accurately filled in, and is legible through all five copies. Due to the number of copies for each ticket, all monitors **MUST PRINT STRONGLY AND LEGIBLY** to insure that all copies are readable. It is **EXTREMELY IMPORTANT** that both field and tower monitors complete **EVERY** load ticket correctly and keep detailed records (ticket log) of all tickets daily, and provide this documentation to their supervisor at the end of each day.

Load tickets should only be filled out when the debris removal equipment is at the debris pick-up location and ready to begin removing debris. This will help to ensure that load tickets are not incorrectly filled out and the accurate data from the equipment placard is placed in the truck information section of the load ticket.

Every load ticket that is issued to a field monitor must be accounted for and recorded on a Load Ticket Log by a Supervisor. Every field monitor is responsible for the safekeeping of each and every load ticket, and all personnel involved with the debris removal and the debris monitoring processes depend on the detailed tracking of each load ticket as well as its accuracy and completeness. Load tickets are similar to bank checks, if they are not correctly completed, the bank (federal reimbursement agencies) will not cash them (reimburse the client).

Section 5. Field monitor duties

Each field monitor is assigned by their supervisor to a single debris removal crew daily. The field monitor must exchange contact information with the truck driver, especially names and cell phone numbers. Field monitors meet their removal crew at either the staging area (initial assignment) or at a specific time and location determined at the end of the previous day. **Punctuality is important; field monitors must not delay the debris removal operations.** All field monitors will be given maps of the area of the daily debris removal operations for which they are responsible for monitoring. Field monitors must document each and every load ticket that is assigned to them.

PORTIONS OF LOAD TICKET COMPLETED BY FIELD MONITORS

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Ticket No. (pre-printed)

CONTRACT INFORMATION	
Client/Project Name:	
Hauling Contractor:	
TRUCK INFORMATION	
Truck No.:	Certified Capacity:
Sub-Hauler:	Driver:
LOADING INFORMATION	
Date:	Time:
District/Zone:	First Pass Federal Aid Road: ☐
Load Location/Address:	
GPS: Lat.	Long.
Load Monitor Signature:	
Print Name & Number:	
DEBRIS INFORMATION	
☐ Vegetative	☐ White Goods / Hazardous
☐ C & D / Non-Burnable	☐ Tree Stump
☐ Mixed (Woody & C & D)	☐ Diameter
	☐ Other
DISPOSAL INFORMATION	
Time:	Deposit:
Load Est. (%)	x Max. Capacity = Cu. Yds.
Site Monitor Signature:	
Print Name & Number:	
Comments	

White: Client Green: S&B Yellow: Contractor Pink: Hauler Gold: Client

Each ticket that a monitor completes should be logged onto a Load Ticket Journal. These forms will be provided to all monitors at the beginning of each day.

EXAMPLE OF A LOAD TICKET JOURNAL:

Field Monitor - Load Ticket Journal Field Monitor Name:

Date	Ticket Number	Truck Number	Truck Capacity (CY)	Time	Debris Type*	Comments**

As the debris removal crew arrives at the loading site, the field monitor should begin completing the first six (6) fields of the load ticket, after ensuring that the debris to be removed is eligible for reimbursement. If the field monitor is unsure as to the eligibility of the debris, they should

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immediately contact their supervisor for assistance. Strict attention should be paid to the observing any potential hazards buried underneath the debris (such as gas/water meters) or hazards such as electric/cable/telephone lines.

It is very important to know whether or not the debris is being removed from a Federal-aid (FHWA) eligible roadway during the first pass and this information should be identified on the daily map provided to the field monitor. If the debris is on a Federal-aid roadway, the appropriate box must be checked on the load ticket. This is very important as the Federal Highways Administration reimburses the client for 100% of all debris removal costs during first pass

As the debris removal process begins, the field monitor should record the starting time and all other loading and debris information fields on the load ticket. Any comments pertaining to the location should be provided in the comments section.

IF A LOAD TICKET IS DAMAGED OR OTHERWISE NOT USABLE, the field monitor must keep the ticket and record the reason for not using the ticket on the Load Ticket Journal. If damage of any type occurs to private property, the field monitor must immediately call the appropriate emergency number (if required) and also call their supervisor. The field monitor must also complete a Damage Incident Report for each and every occurrence of property damage.

After the load ticket has been completed, the field monitor should print their name and badge number in the correct field and sign the ticket. **THE FIELD MONITOR SHOULD VERIFY THAT ALL OF THE FIELDS ON THE LOAD TICKET ARE COMPLETED, ACCURATE AND LEGIBLE AND CAN**

BE READ THROUGH TO THE LAST COPY. The last copy of the ticket is then kept by the field monitor and the rest of the ticket is given to the debris removal driver. The field monitor should then confirm the next removal location with the debris removal driver.

After the debris removal crew has departed, the field monitor should complete the Load Ticket Journal with information from their copy of the load ticket, identify (map) the area where the debris removal has been completed and then move to the next debris removal location. Load Ticket Journals, like Load Tickets, **MUST** be filled out completely.

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Field Monitor - Load Ticket Journal Field Monitor Name: John Smith

Date	Ticket Number	Truck Number	Truck Capacity (CY)	Time	Debris Type*	Comments**
12-19-08	00017643	149	48	0835	Veg	
12-19-08	00017644	149	48	1021	Veg	
12-19-08	00017645					Ticket damaged
12-19-08	00017646	149	48	1146	Veg	
12-19-08	00017647	149	48	1304	Veg	Mailbox damaged, damage incident report filed with Supervisor

Field monitors must wear all assigned safety equipment (hard hat, vest, steel-toe shoes etc.) at all times throughout the day. The debris removal equipment is dangerous and all monitors must be observant of traffic conditions and remain clear of the debris removal equipment at all times. Field monitors are not to assist in the removal operation itself, but rather concentrate on their specific duties, especially the thorough, accurate and legible completion of the load ticket.

Field monitors should not argue with either the debris removal crew or private residents, and should always act in a professional, calm and courteous manner. If there are any disagreements with any parties involved, the field monitor should immediately contact their Supervisor. No field monitor should speak to the media (TV, radio or newspaper), but rather they should refer the media to contact the client's Public Information Officer.

Documenting and reporting all damages to private property and structures is another very important responsibility of debris monitors. Monitors should keep in mind that these forms should be filled out even in instances where there is no property damage. Monitors can use these forms to document encounters with residents, whether it be positive or negative, or pre-existing damage at a debris loading site. Having pre-existing damage documented will protect both our client (City or County), as well as the debris contractor.

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EXAMPLE OF A DAMAGE INCIDENT REPORT FORM

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Date of Incident: _____ Time of Incident: _____

Address of Incident: _____

Resident's Name (if available): _____

Resident's Phone (if available): (_____) _____

Monitor's Name: _____ Monitor's Badge No.: _____

Monitor's Phone No.: _____ Zone No. _____

Truck No.: _____ Crew Names: _____

Damage Type: Landscaping _____ Building/Structure _____ Vehicle _____
 Personal Property _____ Other (describe) _____

Detailed Description of Incident: _____

Monitor's Signature: _____

Supervisor's Signature: _____

Reported to Debris Removal Company by: _____ Date: _____

Remedial Action Date: _____

Remedial Action Satisfactory: _____ Date: _____

Signature of Resident

Field Debris Monitor Job Responsibilities

Daily AM

- Report to work on time at designated area – check in with your Supervisor - sign in on roster - fill in time sheet and have your Supervisor initial both.
- Check for new information, procedures, maps, issues or phone numbers.
- Once assigned, proceed to work zone or meet with truck(s) at designated area.
- If not assigned, inform Supervisor and wait for assignment – do not leave the staging area without telling your Supervisor where you are going.

Field Duties

- Meet truck(s) at designated loading or staging site. Get the driver's cell phone numbers and give them your cell phone number.
- Monitor and observe all loading activities of trucks, bobcats, front-end loaders – confirm that they are loading only storm-related debris which is on public rights-of-way or public property, and that they are not going onto private property to collect debris.
- Get out of your vehicle to observe loading activities – wear safety vest and hardhat.
- Remain a safe distance (50 feet) from loading operations and street traffic – check area for children, downed power lines, unsafe traffic conditions - report any safety issues or unsafe or reckless Contractor behavior to your Supervisor.
- Call your Supervisor if you cannot determine debris eligibility or have any questions about policies, procedures, or your responsibilities.
- Make sure truck is fully loaded and safe to travel – tailgate is secure, debris trimmed and not sticking out of sides or piled too high and ensure that debris not likely to fall off.
- Make sure that Contractors pick up all eligible debris, and that they clear branches and other debris off the roadway and private driveways before leaving the area.
- Fill out the Load Tickets carefully – accuracy and completeness are critical – always reference the address and name of the street that the debris came from – write neatly and hard enough to make sure all copies are clearly legible – be sure to sign the Load Ticket.
- Retain bottom copy of the Load Ticket and give the remaining pages to the truck driver – log the information from the ticket into your Load Ticket Journal and safely store the Load Ticket. Remember that the Load Tickets are the basis for everyone's paycheck.
- Keep any voided Loaded Tickets and turn them into your Supervisor at the end of the day.
- Ensure that you and the truck driver agree where you will meet after they unload the debris.
- While trucks are in transit to and from the Disposal Site, scout the area for debris and record the location of ineligible piles, illegal dumping and special debris types (white goods, stumps, hazardous waste) into the log and map the locations and update maps of debris collection progress, If bobcats or loaders continue to move debris while the trucks are away, stay and monitor their activities to ensure they do not go on to private property to get debris.
- Record all damages caused by Contractor to private property or public utilities on the Damage Incident Report and call your Supervisor or Damages Manager to report damages.
- Remain courteous, respectful and professional at all times with residents, Contractors, County or City officials and fellow employees.

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Daily PM

- When the trucks are finished for the day call your Supervisor to report in – return to base if not assigned to another truck or task.
- Turn in all Load Tickets, logs, maps and field forms to your Supervisor – update master map if required.
- Brief your Supervisor on the day's activities, debris collection progress, issues or problems.
- Check for information updates or scheduled meetings.
- Sign out on both the roster and your time sheet – have your Supervisor verify and sign.

Basic Debris Eligibility Criteria and Issues

Vegetative Debris:

- Consists of trees, branches, limbs, logs, and other woody material.
- Must be related to the storm event – blown from trees or broken limbs which were later cut off.
- Must be on public property when collected – in 15 foot right-of-way along roads or other public property such as schools, government facilities, utilities stations and maintained parks or recreational areas.
- Must come from improved and maintained residential lots – not from wild, un-maintained and vacant parcels.
- Be aware of debris which came from land clearing and yard maintenance activities – this debris is not eligible for FEMA funding – log it on the Ineligible Debris Log and report it to your Supervisor.
- Stumps over 24 inches in diameter require special measurement, documentation and validation – record the locations on the Stump Worksheet and Log when found.

Construction & Demolition Debris (C&D):

- Consists of building materials – roof tiles or shingles, drywall, lumber, plywood, doors, window frames and other materials.
- Must have been generated by the storm event – windblown.
- Debris from remodeling or demolition work is generally not eligible – log it on the Ineligible Debris Log.
- Concrete is generally not eligible – log it and leave it.
- Mobile home debris must also have been generated by the storm, not from demolition or remodeling work.

Other Types of Debris:

- Furniture – must have been damaged by the storm – is it stained from water or mold, or damaged by high winds?
- Carpeting – must show storm damage from water, mud or mold.
- Cabinets – also must show damage and cannot be from remodeling work.
- Electronics – TV's and stereos – must have storm damage to be eligible.
- White Goods and appliances – washers, dryers, stoves and water heaters may be eligible, but special collection procedures must be initiated.
- Tires – not eligible – make notes in the Ineligible Debris Log and report.

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- Hazardous Wastes – household materials such as bleach, gasoline, oil, car batteries, paints and thinners – these must be collected separately – mark them on HHW Log and report them to your Supervisor.
- Mixed – when debris types are mixed and not easily separated at loading site, mark the Load Ticket “Mixed.”

Phone Numbers to Have

- Supervisors and Project Manager
- Emergency Contacts – utilities, police
- Witt-O'Brien's Damages Manager
- Other Witt-O'Brien's Monitors in your area and Tower Monitors at the disposal sites
- Truck drivers you are monitoring
- Contractor Field Supervisors

Call your Supervisor

- In the event of any injury or accident.
- If debris eligibility is in doubt or dispute.
- When your trucks are done for the day or you cannot find them in the morning
- When Contractors cause damages to private or public property – mailboxes, utility lines, water lines, lawns or automobiles.
- If any dispute or conflict arises with the Contractor or a resident.
- If you witness any serious safety violations by the Contractors.
- If your trucks are reassigned to a different zone or they are broken down.
- If you have to leave your trucks or loaders un-monitored for any reason
- If you have questions about your job responsibilities, need load tickets or other items

Field Equipment and Supplies

- Cell phone with 1000 minutes minimum and 12 volt car charger
- All forms and load tickets
- Safety vest
- Hard hat
- Steel-toed boots
- Cooler with ice and water
- Food and snacks for the day
- Clipboard
- Sunscreen
- Insect repellent
- Pens and highlighters
- Camera, preferably digital
- Folding lawn chair
- Notepads
- Rain gear
- Map of area
- Watch

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Do's and Don'ts of Debris Monitoring

Do's

- Be on time for the morning briefing or when meeting the removal crew in the field.
- Be polite and respectful to the removal crew and the public.
- Accurately and legibly complete each and every load ticket.
- Be careful working around heavy machinery.
- Wear all safety gear at all times.
- Keep complete and accurate records.
- Keep all emergency contact phone numbers in an accessible place.
- Keep your cell phone and all other equipment fully charged
- Bring water and food daily.
- Dress appropriately for each day's anticipated weather.
- Check each and every load ticket for completeness and accuracy before retaining your copy.
- Call your supervisor if you have an issue.

Don'ts

- Ride on any debris removal equipment.
- Flag traffic.
- Use your vehicle to block traffic.
- Become overly friendly with the removal crews.
- Write load tickets in advance.
- Give out cell numbers of supervisors or management staff.
- Delay the debris removal process.
- Abandon the worksite without notifying your supervisor.
- Argue with the removal contractor.
- Issue a load ticket for ineligible debris.
- Guess at whether debris is eligible, call your supervisor when in doubt.
- Allow removal crews onto private property unless instructed to do so by your supervisor.
- Speak to the media; refer the media to the client's Public Information Officer.
- Be professional at all time.

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Section 6. Debris Management Site (DMS) monitor duties

A minimum of two (2) monitors are assigned to each DMS. Each DMS has an observation tower at the entrance to the site. One monitor works on the ground and the other monitor works in the tower. The loads of debris are examined as the truck enters the DMS to estimate actual volume hauled, and the bed of the truck is checked when the truck leaves the DMS to ensure that all of the debris has been unloaded. Do not allow trucks without the proper identification (placard) to enter the DMS, refer them to a commercial landfill.

The DMS ground monitor is responsible for collecting the load ticket from the truck driver and examining the ticket for errors or omissions. If there is a problem with the ticket, the tower monitor is responsible for contacting the field monitor who supplied the inaccurate ticket as well as his/her supervisor, in order to correct the load ticket prior to any further actions taking place.

The DMS tower monitor observes the void spaces not filled with debris in the loaded truck bed and ensures that only eligible debris has been loaded. A common rule of thumb is to estimate the number of portable toilets that are represented by the empty areas throughout the truck bed and subtract that volume from the certified capacity of the truck bed and entered onto the load ticket.

Newer Style (3 cubic yards)



Older Style (2 cubic yards)

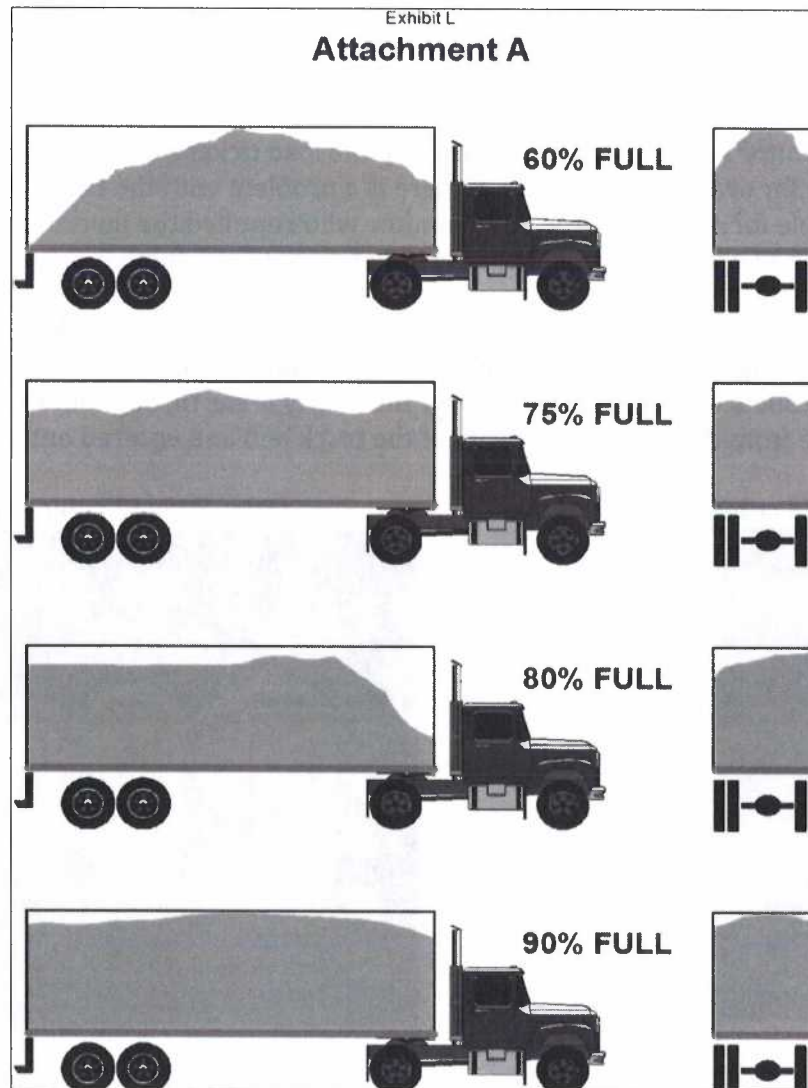


Another method to determine actual volume is to visually estimate the percentage of the truck that is filled with debris. The certified capacity of the truck is then multiplied by the percentage (in 5% increments) by the DMS ground monitor and entered onto the load ticket.

Once the load ticket is correct, the ground monitor completes the data supplied by the tower monitor. The DMS ground monitor removes the last copy of the load ticket and returns it to the truck driver, then gives the remaining copies of the load ticket to the tower monitor. The DMS tower monitor completes the DMS Tracking Log and separates the remaining copies of the load ticket for distribution to the debris contractor, Witt-O'Brien's and the client.

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After the debris has been unloaded, the debris removal truck must be visually inspected to insure that it is 100% empty so that debris volume is not double-counted.



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PORTIONS OF LOAD TICKET COMPLETED BY DMS MONITORS

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Ticket No. (pre-printed)

CONTRACT INFORMATION	
Client/Project Name:	
Hauling Contractor:	
TRUCK INFORMATION	
Truck No.:	Certified Capacity:
Sub/Hauler:	Driver:
LOADING INFORMATION	
Date:	Time:
District/Zone:	First Pass Federal Aid Road: ☐
Load Location/Address:	
GPS: Lat.	Long.
Load Monitor Signature: _____	
Print Name & Number: _____	
DEBRIS INFORMATION	
☐ Vegetative	☐ White Goods / Hazardous
☐ C & D / Non-Burnable	☐ Tree Stump
☐ Mixed (Woody & C & D)	☐ Diameter _____
	☐ Other _____
DISPOSAL INFORMATION	
Time:	Dumpsite:
Load Est. (%)	x Max. Capacity = Cu. Yds.
Site Monitor Signature: _____	
Print Name & Number: _____	
Comments	

White: Client Green: SRI Yellow: Contractor Pink: Hauler Gold: Client

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Debris Management Site Monitor Job Responsibilities

- Review disposal site conditions and tower for safety issues. Report any safety concerns to your Supervisor, and always wear your safety vest, steel-toed boots, long pants and hard hat.
- When a truck arrives at the tower, verify and confirm that the information on the placard corresponds to information on the load ticket (name, number, capacity, type of debris), and that all loading site information is complete and accurate.
- Check for alterations to the truck – side boards missing, tailgate changed, placard altered, capacity looks correct, truck number not changed, the debris type matches the ticket, and the debris is not obviously ineligible. If anything about the truck appears to have been altered, call your Supervisor and alert him or her to the issue – the truck may have to be re-measured and certified.
- If the truck is overloaded or has debris protruding out dangerously from the sides or top, or has debris that may fall off and present a risk to the traveling public or others, tell the driver and call the loading site monitor to alert him or her that they must make sure trucks are safely loaded before issuing a ticket.
- If any information on the load ticket is missing or incorrect, call the field monitor to obtain the information, if possible. If not, make a note and follow up later to make corrections and complete the ticket. Alert your Supervisor (or QA/QC manager, if present) to the problem.
- Judge and estimate the percentage of the truck's total measured capacity the debris occupies, to the nearest 5%. Does the debris appear to be properly compacted and loaded? If not, and large gaps exist; make appropriate deductions to the percentage call using your best judgment. Use your truck conversion chart to enter the final volume on the Load Ticket. If a truck has no tailgate, it cannot receive more than an 85% call. If trucks or trailers are hand-loaded, the maximum allowed volume is 50% of the certified capacity.
- Fill in the estimated percentage of capacity in the load ticket, as well as all other information – date, time, your name and signature, the name of the disposal site. Write neatly and press hard to make sure all copies are legible.
- Give the bottom copy of the ticket to the driver and retain the rest.
- Do not argue with the truck drivers or Contractor representatives. If a dispute arises, politely ask the driver to pull off to the side and call your Supervisor to resolve the issues. Retain all parts of the load ticket until the matter is settled.
- Transfer the information from the load ticket to the TDSRS Tracking Log. Separate the parts of the Load Tickets and put them into plastic bins for safekeeping.
- Continuously observe the activities of all Contractors operating at the Disposal site for safety and proper unloading and debris handling. Call your Supervisor if any unsafe conditions or behavior is apparent.

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- When trucks leave the site after unloading their debris, they must also be inspected to confirm that they discharged all of the debris and that the truck is empty.
- If FEMA monitors are present at the site, cooperate fully with them and maintain respectful, polite and professional relations with all FEMA, Contractor, County or City and Witt-O'Brien's personnel at all times. Call your Supervisor when any disputes, conflicts or safety issues arise.

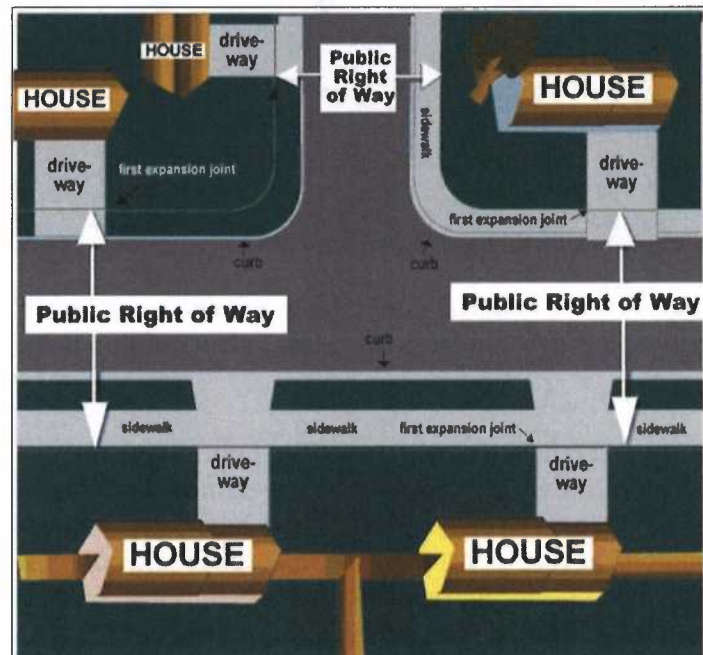
Section 7. Emergency Right-Of-Way Clearance

Immediately following a disaster event, the first debris removal phase is to cut up and push the debris to the side of the roadway (cut and toss) in order to allow access for emergency and search and rescue vehicles. During this procedure, and throughout the 1st pass removal, it is crucial to identify the exact location of the debris being removed; in order to adequately document the federal agency responsible for reimbursing the costs (FEMA or FHWA). For all disasters, FEMA generally only reimburses the client 75% of the actual debris removal costs, but the FHWA reimburses at a 100%. This difference in reimbursement levels can be very substantial and therefore accurate recording and documentation of the exact debris pickup location is critical.

Emergency clearance operations are usually accomplished using a time and materials contract for the first 70 hours of actual time completing the cut and toss process; rather than a volume-based contract. In this case, debris monitoring duties consist of recording and documenting the labor and equipment hours on a Time and Materials Contract Log or similar document.

Section 8. Hazardous Trees (Leaners) and Hazardous Hanging Limbs (Hangers)

All leaning trees and hanging branches must extend into the public right-of-way (ROW) in order for the costs to be eligible for reimbursement. This is the 1st critical test for these special debris types to determine their eligibility.



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Trees that are determined to be hazardous (leaners) or have broken branches (hangers) have special eligibility and reimbursement requirements that involve special documentation. If possible, all leaning trees and trees with hanging branches should be inspected and approved as eligible for removal by a FEMA representative prior to removal operations occurring. Photographs of all these special debris types must be taken and accurate GPS coordinates recorded. A tree is designated as hazardous (or a "leaner") if it is six (6) inches or more in diameter at breast height AND one or more of the following are met:

- It has more than 50% of the crown damaged or destroyed;
- The trunk is split that exposes heartwood;
- The tree has fallen over within a public-use area; and/or
- The tree is leaning at an angle greater than 30 degrees (leaner).

EXAMPLE OF ELIGIBLE HAZARDOUS TREE (LEANER)



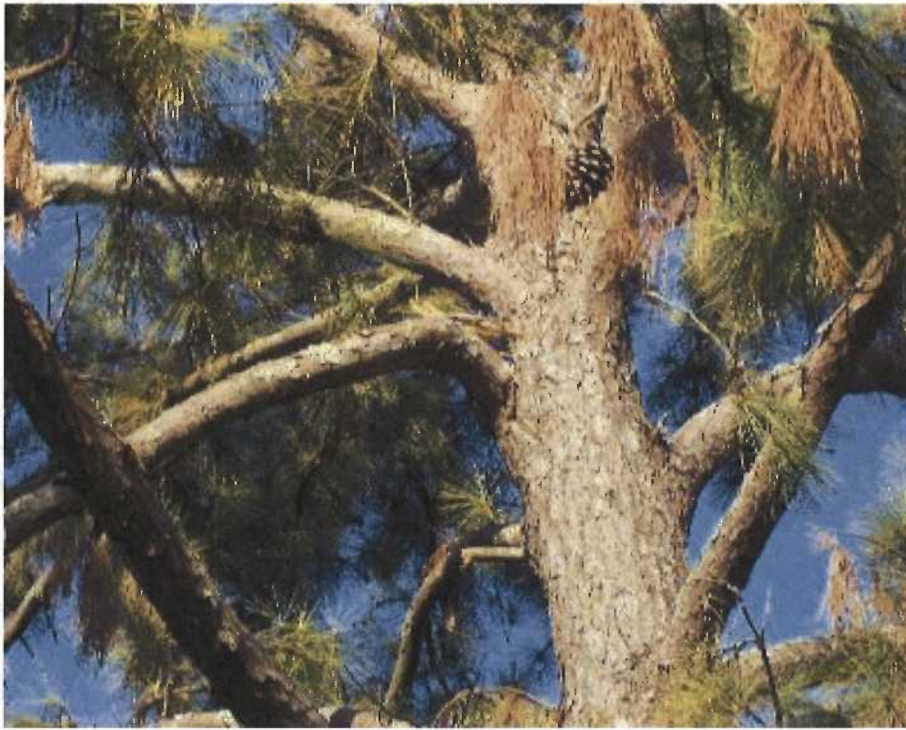
Note: We assume this tree is in the Public Right of Way or on improved Public Property and represents a clear threat to the public's health and safety

Hanging branches must be two (2) inches or greater at the point of breakage and only those branches that extend into the public ROW are eligible to be trimmed. The hanger should be cut at the closest main branch junction, removing the entire branch back to the tree trunk may not be eligible. A Hanger Log should be accurately completed for each tree where hangers are removed. The cost of cutting the branches is generally not eligible for reimbursement, only the cost of removing the actual cubic yard volume of the cut branches.

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If possible, all leaning trees and trees with hanging branches should be inspected and approved as eligible debris by a FEMA representative prior to removal operations occurring. Photographs of all these special debris types must be taken and accurate latitude and longitude coordinates recorded.

EXAMPLE OF HAZARDOUS HANGING LIMB (HANGER)



Section 9. Hazardous Stumps

If the hazardous tree has **GREATER** than 50% of the root ball exposed and the tree is 24 inches or more in diameter (as measured 24 inches from the ground), the trunk portion of the tree may be removed as cubic yard volume and the stump may be treated as described in the next section using a Stump Worksheet. All leaning trees that are eligible must be recorded on a Validation Field Log.

If the stump of a leaning tree is eligible for removal (greater than 24 inches in diameter at 24 inches above the ground with more than 50% of the root-ball exposed), the stump may be removed and the resulting hole in the ground filled in. Stumps with diameters less than 24 inches at 24 inches above the ground do not require special equipment for removal and therefore reimbursement is based on a cost per cubic yard as determined using the Stump Conversion Table.

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To determine the stump diameter, measure 24 inches up from the ground and then measure around the trunk of the tree. By dividing that measurement by 3 you can estimate the stump's diameter.

EXAMPLE OF HAZARDOUS STUMP



Note: We must ensure that this tree is on a public right of way on and not on commercial property in order for it to be eligible for collection by the client's removal contractors operating as part of the FEMA project.

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SAFETY

Safety is everybody's business. It is to be given primary importance in every aspect of planning and performing all Company duties and activities. We want to protect you against injury and illness, as well as minimize the potential loss of production. All employees have a safety responsibility to themselves, fellow workers, the public, our client and the Company.

These rules apply to everyone:

Report all injuries or safety concerns to your manager immediately (no matter how small).

Comply with all safety rules, regulations and orders issued by the Company or the federal, state and local government.

Remain alert on the job at all times.

Stay a safe distance away from debris loading activities – falling or flying debris is hazardous. Stay clear of all hazardous materials.

When stopping to observe debris collection activities use your vehicle's flashing lights and pull off the road when possible.

When outside of your vehicle, always wear a safety vest and hardhat, remain clear of loading equipment and stand to the side of the road. Stay alert to traffic.

Anticipate possible dangers in your operations and make every effort to avoid them.

Utilize personal protective equipment if it has been issued to you. If you wish to have safety equipment that is not provided, request it of your supervisor.

Use your seatbelt whenever you are in a vehicle.

Know the proper procedures for doing your assigned job. If you are in doubt, or if you need additional equipment or any assistance, notify your supervisor.

No one, except authorized personnel, is permitted to use any debris clearance or removal machinery or equipment.

Practice proper lifting techniques of "back straight, knees bent." Get help for all bulky or heavy jobs.

Use tools only for the job for which they are provided. Don't improvise. Defective tools are to be reported to your supervisor immediately.

Do not remove, circumvent, disconnect or render inoperable any safety or protective device. Do not operate equipment that is unsafe. Report any tampering with safety devices to your supervisor.

Do not climb on debris piles or trucks.

Know the location of all fire alarm boxes, first-aid kits, fire extinguishers.

WITT|O'BRIEN'S

Required Field Safety Gear and Supplies

- Long leg pants
- Steel toe boots
- Eye and ear protection
- Hardhat
- Respiratory protection / face masks
- Personal medications
- Bottled water and cooler with ice
- Sun Screen, insect repellent
- Maps and GPS Device
- Cell phone and 12V charge cord
- Phone numbers for all Supervisors
- First Aid Kit
- Proper company and/or client identification
- Reflective vest
- Driver's license

Debris Management Site Health & Safety Equipment

- First Aid Kits
- Eye Flush Equipment
- OSHA Safety Rules poster
- Fire Extinguisher
- Disposable ear plugs
- Safety glasses
- Bottled water
- Portable toilets
- List of local emergency response agencies with phone numbers
- List of nearest hospitals and urgent care facilities

Health/Safety Risks to Avoid

- Isolated and/or not readily accessible areas
- Heavy machinery, loud equipment, traffic
- Limited communication
- Dust, flying debris, falling tree limbs or branches
- Debris falling out of collection trucks – stay well behind
- Extreme weather
- Darkness
- Large debris piles
- Hazardous or Toxic materials and waste
- Waterborne, vector-borne, and blood-borne disease
- Rabid animals, infectious reptiles and plants
- Downed power lines and cables
- Gas leaks
- Natural and wildlife hazards

WITT|O'BRIEN'S

SAFETY FIRST

YOU are responsible for your personal safety at all times.

Any hazards posing an immediate threat to public health and safety should be reported to the appropriate authority immediately.

If you are faced with an emergency in the field:

Remove yourself from the situation

Call 911 for life threatening emergencies

Contact your direct supervisor immediately



APPENDIX B: CERTIFICATE OF INSURANCE (COI)

Remainder of this page intentionally left blank.

EXHIBIT C
RATE SCHEDULE

Compensation for Services will be based as on the Disaster Debris Monitoring and Supplemental ICS Staffing Rates and Additional Services Rates attached hereto. In addition to the hourly rates, Consultant shall be reimbursed for out of pocket expenses incurred in connection with performance of this Agreement. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at Consultant's cost, without mark-up. Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

WARRANTY

As a subsidiary of SEACOR Holdings, Inc., Witt O'Brien's, LLC hereby certifies that the Company is solvent and currently has no information that would lead it to reasonably conclude that the Company would not, after giving effect to the transaction contemplated by this Agreement, have the ability to, nor does it intend to take any action that would impair its ability to, pay its debts from time to time incurred in connection therewith as such debts mature.

Gregory Fenton

NAME

Chief operating officer

TITLE

DocuSigned by:



60C607A6B33F46B...

AUTHORIZED SIGNATURE

DocuSigned by:

Edak Effiong

6DA3ABE736A24CE...

DS



**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

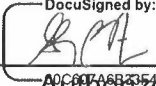
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Gregory Fenton

By: 
Authorized Signature

Title: Chief Operating Officer

Date: 5/15/2020

In the presence of:

Signed, sealed and delivered by:

DocuSigned by:
A6AA33BF22D54E4...
Becky Price

DocuSigned by:
1178653B1F254BF
Cheryl Joiner

DocuSigned by:
60C607A0B33F40B...

Print Name: Gregory Fenton

Title: Chief Operating Officer 5/15/2020

ACKNOWLEDGMENT

State of Texas

County of Harris

On this 15 day of May, 2020, before me the undersigned,
personally appeared Greg Fenton, whose name(s) is/are subscribed
to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:



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

certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this solicitation. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

DS


Proposer Initials

Acknowledgment, Warranty, and Acceptance

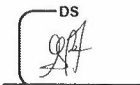
1. Respondent warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Proposer/Bidder warrants that it has read, understands, and is willing to comply with all requirements of ITB/RFP No. XXXX-XX and any addendum/addenda related thereto. RFP NO. 2020-50
3. Proposer/Bidder 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. Proposer/Bidder warrants that all information provided by it in connection with this Proposal is true and accurate.

DS


Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.

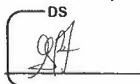
in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.



Proposer Initials

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, 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.



Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false

Form SEA

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

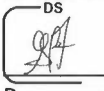
[] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.


Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.


Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest

Form SEA

Public Entity Crimes Affidavit

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

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, Form SEA

FORM SEA
SINGLE EXECUTION AFFIDAVITS

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:

By: Gregory Fenton

For (Name of Proposing or Bidding Entity): Witt O'Brien's, LLC

Whose business address is: 1201 15th St NW, Suite 600 Washington DC 20005

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-2783923

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

DS


Proposer Initials

FORM CD
COMPANY DECLARATION FORM

I certify that any and all information contained in this Response is true. I certify that this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the solicitation and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Witt O'Brien's, LLC

FIRM NAME

1201 15th St NW, Suite 600 Washington DC 20005

PRINCIPAL BUSINESS ADDRESS

202 585 0780

TELEPHONE

FACSIMILE

Gfenton@wittobriens.com

EMAIL ADDRESS

27-2783923

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

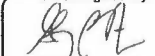
Gregory Fenton

NAME

Chief Operating Officer

TITLE

DocuSigned by:



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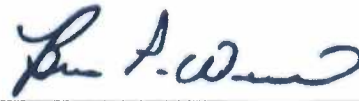
AUTHORIZED SIGNATURE

IN WITNESS WHEREOF, the undersigned have executed this consent on the dates set forth below.



Charles Fabrikant

Dated: 5/18/2020



Bruce P. Weins

Dated: 5/18/2020



Eric Fabrikant

Dated: 5/18/2020

[SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGERS OF WITT O'BRIEN'S, LLC]

RESOLVED, that (a) the undersigned may evidence their consent to this Unanimous Written Consent by (i) executing a counterpart hereto and delivering the same to the Company in paper form, by facsimile or electronic mail in portable document format (PDF) or (ii) electronic transmission (i.e., email) stating that such person consents to actions set forth in the Unanimous Written Consent, and (b) this Unanimous Written Consent shall be effective for all purposes as of the latest date consent hereto is received by one of the means referenced in clause (a) above.

[SIGNATURES ON NEXT PAGE]

WITT O'BRIEN'S, LLC

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGERS
IN LIEU OF MEETING**

The undersigned, being all of the members of the Board of Managers (the "*Board*") of Witt O'Brien's, LLC, a Delaware limited liability company (the "*Company*"), hereby consent to the adoption of the following resolutions, said consents to have the same force and effect as a vote of the managers at a meeting of the Board held for such purpose:

WHEREAS, the Company desires to submit a Request for Proposal, No. 2020-50, to provide Public Assistance and Debris Monitoring Services ("*RFP*"), to the Village of Key Biscayne, Florida ("*Key Biscayne*").

NOW, THEREFORE, BE IT:

RESOLVED, that the Company is hereby authorized to submit the RFP to Key Biscayne; and be it further

RESOLVED, that Tim Whipple and Gregory Fenton (each an "*Authorized Person*"), be, and each of them hereby is, authorized, empowered and directed singly or jointly, in the name and on behalf of the Company, in all negotiations, bidding, concerns and transactions with Key Biscayne and to take such additional action as deemed necessary or appropriate by such Authorized Person to implement the provisions of the foregoing resolution, and that execution by such Authorized Person shall be conclusive evidence of the approval thereof by the Company; and be it further

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized to furnish a certified copy of these Resolutions to Key Biscayne, and Key Biscayne is authorized to deal with the Authorized Persons under the authority of these Resolutions, unless and until it shall be expressly notified in writing to the contrary by the Company; and be it further

RESOLVED, that any or all actions heretofore or hereafter taken in good faith and in a manner reasonably believed to be both lawful and in, or not opposed to, the best interests of the Company, by any Authorized Person or their respective designated representatives, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby, in all respects, ratified, confirmed, approved and adopted as acts on behalf of the Company; and be it further

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that a Unanimous Written Consent, in lieu of a meeting, of the Board of Managers of Witt O'Brien's, LLC, a Delaware limited liability company (the "Company"), was duly passed and adopted on May 18, 2020, authorizing Tim Whipple, CEO, and Gregory Fenton, COO, of the Company to execute bids on behalf of the Company and providing that his execution thereof, attested by the Secretary of the Company, shall be the official act and deed of the Company. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of May 2020.



Secretary: _____

Print Name: William C. Long

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

On this 18th day of May 2020, before me personally appeared William C. Long, to me personally known, who, being duly sworn said that he is the Secretary of Witt O'Brien's, LLC, and that he is and was authorized to execute the foregoing instrument.



Karen McGee, Notary Public
My Commission Expires: August 14, 2022



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Title: Disaster Debris Monitoring

Solicitation No.: 2020-50

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

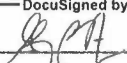
☒ No Addendum issued for this Solicitation

Firm's Name: Witt O'Brien's, LLC

Authorized Representative's Name: Gregory Fenton

Title: Chief Operating Officer

Authorized Signature: _____

DocuSigned by:

60C807A6B33F46B...



Marsh JLT Specialty
5847 San Felipe St., Ste 2800
Houston, TX 77057
713-325-7598
www.marsh.com

RE: Certificates of Insurance

Dear Certificate Holder,

Going forward, we would be pleased to send you this evidence electronically. Please forward the attached certificate of insurance to the address noted below and provide the email address to which future certificates should be sent:

- Jennifer.Jolly@marsh.com

Best Regards,

The Marsh JLT Specialty Team

Certificate of Liability Insurance Attachment

Policy No. JLT57110

Full Security Details

Section A - Marine General Liability	
Starr Indemnity and Liability Company	100.0000%

Section B - Excess Liability	
Liberty Mutual Insurance Company (Lead Underwriter)	50.0000%
New York Marine & General Insurance Co.	25.0000%
Stratford Insurance Company	25.0000%
Total for Section B	100.0000%

Section C - Excess Liability	
Starr Indemnity and Liability Company (Lead Underwriter)	37.5000%
Liberty Mutual Insurance Company	37.5000%
New York Marine & General Insurance Co.	25.0000%
Total for Section C	100.0000%



SEACHOL-01

GABLEM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2019

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 Marsh USA, Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	CONTACT NAME: Makenze Gable PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: makenze.gable@jltus.com														
INSURED Witt O'Brien's, LLC O'Brien's Response Management, LLC 1201 15th Street NW, Suite 600 Washington, DC 20005	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER B : Liberty Mutual Insurance Company</td><td>23043</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : Liberty Mutual Insurance Company	23043	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		JLT57110	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		1000198884191	09/30/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE		JLT57110	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	1000003889	09/30/2019	10/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy evidenced hereon includes Maritime Employers' Liability.

CERTIFICATE HOLDER

CANCELLATION

Witt O'Brien's, LLC
O'Brien's Response Management, LLC

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

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.

5.9.4	Subcontractor's license number:	N/A	
Subcontractor 10			
5.10.1	Company Name of Subcontractor:	N/A	
5.10.2	Subcontractor Address:	N/A	
5.10.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.10.4	Subcontractor's license number:	N/A	
40 Questions		100.00% Complete	

Question Set 5: Proposed Subcontractors

#	Question	Response	Comment
Subcontractor 1			
5.1.1	Company Name of Subcontractor:	N/A	
5.1.2	Subcontractor Address:	N/A	
5.1.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.1.4	Subcontractor's license number:	N/A	
Subcontractor 2			
5.2.1	Company Name of Subcontractor:	N/A	
5.2.2	Subcontractor Address:	N/A	
5.2.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.2.4	Subcontractor's license number:	N/A	
Subcontractor 3			
5.3.1	Company Name of Subcontractor:	N/A	
5.3.2	Subcontractor Address:	N/A	
5.3.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.3.4	Subcontractor's license number:	N/A	
Subcontractor 4			
5.4.1	Company Name of Subcontractor:	N/A	
5.4.2	Subcontractor Address:	N/A	
5.4.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.4.4	Subcontractor's license number:	N/A	
Subcontractor 5			
5.5.1	Company Name of Subcontractor:	N/A	
5.5.2	Subcontractor Address:	N/A	
5.5.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.5.4	Subcontractor's license number:	N/A	
Subcontractor 6			
5.6.1	Company Name of Subcontractor:	N/A	
5.6.2	Subcontractor Address:	N/A	
5.6.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.6.4	Subcontractor's license number:	N/A	
Subcontractor 7			
5.7.1	Company Name of Subcontractor:	N/A	
5.7.2	Subcontractor Address:	N/A	
5.7.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.7.4	Subcontractor's license number:	N/A	
Subcontractor 8			
5.8.1	Company Name of Subcontractor:	N/A	
5.8.2	Subcontractor Address:	N/A	
5.8.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	
5.8.4	Subcontractor's license number:	N/A	
Subcontractor 9			
5.9.1	Company Name of Subcontractor:	N/A	
5.9.2	Subcontractor Address:	N/A	
5.9.3	Provide the approximate percentage of the work to be performed by this subcontractor and describe their scope of work in the comment.	N/A	

4.8.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	All of the listed contracts are standby disaster recovery contracts. Therefore, it is difficult to provide estimated committed hours. Seminole County, FL (Present - 5/2021); School Board of Broward County (Present - 4/2022); Hillsborough County (Present - 6/2023); Town of Davie, FL (Present - 9/2022); City of Fernandina Beach (Present - 8/2022); City of Pompano Beach (Present - 12/2019); City of Orlando (Ongoing); City of Coral Springs (Ongoing); City of San Jose, CA (Ongoing); Morehead City, NC (Ongoing); Oakland Park, FL (Ongoing); City of Savannah, GA (Ongoing)	
Key Staff Member 8				
4.9.1	Please provide this staff member's name:	Sneletha Smith		
4.9.2	Please provide this staff member's job title:	PA Disaster Recovery Specialist		
4.9.3	What role will this staff member fill for this contract?	PA Project Officer		
4.9.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes		The comment must be left blank for this response
4.9.5	How many years of experience does this staff member have?	14		
4.9.6	How many years has this staff member been with their current employer?	7		
4.9.7	Please list any relevant licenses (including license number) and certifications this staff member has:		FEMA's Emergency Management Mission Integrated Environment (EMMIE) FEMA's National Emergency Management Information System (NEMIS)	
4.9.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	All of the listed contracts are standby disaster recovery contracts. Therefore, it is difficult to provide estimated committed hours. Seminole County, FL (Present - 5/2021); School Board of Broward County (Present - 4/2022); Hillsborough County (Present - 6/2023); Town of Davie, FL (Present - 9/2022); City of Fernandina Beach (Present - 8/2022); City of Pompano Beach (Present - 12/2019); City of Orlando (Ongoing); City of Coral Springs (Ongoing); City of San Jose, CA (Ongoing); Morehead City, NC (Ongoing); Oakland Park, FL (Ongoing); City of Savannah, GA (Ongoing)	
Key Staff Member 9				
4.10.1	Please provide this staff member's name:	Erin Buchanan		
4.10.2	Please provide this staff member's job title:	Director of Mitigation		
4.10.3	What role will this staff member fill for this contract?	Sr. Hazard Mitigation Specialist		
4.10.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes		The comment must be left blank for this response
4.10.5	How many years of experience does this staff member have?	16		
4.10.6	How many years has this staff member been with their current employer?	13		
4.10.7	Please list any relevant licenses (including license number) and certifications this staff member has:	Certified Floodplain Manager	FEMA EMI Training: IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-22, IS-036, IS-055, IS-100, IS-111, IS-120, IS-139, IS-200, IS-209, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-318, IS-324, IS-362.a, IS-393, IS-394, IS-395, IS-546, IS-547, IS-630, IS-632, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870 FEMA Classroom Training: DF-100, DF-105, DF-108, DF-109, DF-120, DF-128, DF-219, DF-228, DF-304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-385, L-701 Sienna Plantation Levee Improvement District, TX (Ongoing); St. Charles Parish, LA (Ongoing); Mississippi Emergency Management Agency (Ongoing); City of Savannah, GA (Ongoing); City of Toms River, NJ (Ongoing); City of Fernandina Beach, FL (Ongoing); UMB at Galveston, TX (Ongoing); Seminole County, FL (Present - 5/2021); School Board of Broward County (Present - 4/2022)	
4.10.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes		
Key Staff Member 10				
4.11.1	Please provide this staff member's name:	Ashley Hebert		
4.11.2	Please provide this staff member's job title:	Grants Management Specialist		
4.11.3	What role will this staff member fill for this contract?	Hazard Mitigation Specialist		
4.11.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes		The comment must be left blank for this response
4.11.5	How many years of experience does this staff member have?	15		
4.11.6	How many years has this staff member been with their current employer?	2		
4.11.7	Please list any relevant licenses (including license number) and certifications this staff member has:	Certified Floodplain Manager Federal Track Certified Grant Mgr	FEMA Training: ICS-100.b, ICS-200.b, IS-300, IS-700.a, IS-800.b, Public Assistance Ops 1&2	
4.11.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	Sienna Plantation Levee Improvement District, TX (Ongoing); St. Charles Parish, LA (Ongoing); Mississippi Emergency Management Agency (Ongoing); City of Savannah, GA (Ongoing); City of Toms River, NJ (Ongoing); City of Fernandina Beach, FL (Ongoing); UMB at Galveston, TX (Ongoing); Seminole County, FL (Present - 5/2021); School Board of Broward County (Present - 4/2022)	
87 Questions		100.00% Complete		

4.4.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	All of the listed contracts are standby debris monitoring contracts. Therefore, it is difficult to provide estimated committed hours. City of Alvin, TX (Present - 12/2021); Bell County, TX (Present - 9/2020); Clear Brook M.U.D., TX (Present - 11/2022); Village of Jones Creek, TX (Present - 7/2022); LaFourche Parish, LA (Present - 7/2020); City of McKinney, TX (Present - 8/2020); City of Port Arthur, TX (Present - 12/2021); City of University Park, TX (Present - 10/2021); City of West University Place	
Key Staff Member 4				
4.5.1	Please provide this staff member's name:	Sheletta Cossey		
4.5.2	Please provide this staff member's job title:	Disaster Recovery Data Manager		
4.5.3	What role will this staff member fill for this contract?	Debris Data Manager		
4.5.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes		The comment must be left blank for this response
4.5.5	How many years of experience does this staff member have?	11		
4.5.6	How many years has this staff member been with their current employer?	4		
4.5.7	Please list any relevant licenses (including license number) and certifications this staff member has:	24-Hr HAZWOPER	FEMA EMI Training: IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-22, IS-036, IS-055, IS-100, IS-111, IS-120, IS-139, IS-209, IS-208, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-300, IS-318, IS-324, IS-362.a, IS-393, IS-394, IS-395, IS-400, IS-546, IS-547, IS-630, IS-00632.a, IS-00633, IS-634, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870	
4.5.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	All of the listed contracts are standby debris monitoring contracts. Therefore, it is difficult to provide estimated committed hours. City of Bradenton, FL (Present - 9/2020); School Board of Broward County, FL (Present - 5/2023); Town of Davie, FL (Present - 9/2022); City of Homestead, FL (Present - 9/2020); City of Key West, FL (Present - 4/2021); City of Lighthouse Point, FL (Present - 8/2021); City of Palmetto, FL (Present - 12/2020); City of Plantation, FL (Present - 7/2021); Seminole Tribe of FL (Present - 8/2021); Town of Southwest Ranches, FL (Present - 9/2021); City of Wellington, FL (Present - 5/2023); City of Weston, FL (Present - 1/2021)	
Key Staff Member 5				
4.6.1	Please provide this staff member's name:	Brian Weed		
4.6.2	Please provide this staff member's job title:	Debris Supervisor		
4.6.3	What role will this staff member fill for this contract?	Debris Field Supervisor		
4.6.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes		The comment must be left blank for this response
4.6.5	How many years of experience does this staff member have?	5		
4.6.6	How many years has this staff member been with their current employer?	4		
4.6.7	Please list any relevant licenses (including license number) and certifications this staff member has:	-	FEMA EMI Training: ICS-100, ICS-200, IS-634, IS-700, IS-800	
4.6.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	The listed contract is a standby debris monitoring contract. Therefore, it is difficult to provide estimated committed hours. City of Wilmington, NC (Ongoing)	
Key Staff Member 6				
4.7.1	Please provide this staff member's name:	Alexandra Hestlow		
4.7.2	Please provide this staff member's job title:	GIS Specialist		
4.7.3	What role will this staff member fill for this contract?	GIS Analyst		
4.7.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes		The comment must be left blank for this response
4.7.5	How many years of experience does this staff member have?	12		
4.7.6	How many years has this staff member been with their current employer?	4		
4.7.7	Please list any relevant licenses (including license number) and certifications this staff member has:	-	FEMA EMI Training: ICS-100, ICS-200, IS-300	
4.7.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	No		
Key Staff Member 7				
4.8.1	Please provide this staff member's name:	Lynne Storz		
4.8.2	Please provide this staff member's job title:	Senior Grants Specialist		
4.8.3	What role will this staff member fill for this contract?	PA Coordinator		
4.8.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes		The comment must be left blank for this response
4.8.5	How many years of experience does this staff member have?	16		
4.8.6	How many years has this staff member been with their current employer?	16		
4.8.7	Please list any relevant licenses (including license number) and certifications this staff member has:	-	FEMA EMI Training: IS-001, IS-003, IS-026, IS-100, IS-120, IS-130, IS-200, IS-253, IS-393, IS-403, IS-546, IS-547, IS-548, IS-559, IS-630, IS-631, IS-632, IS-700, IS-800, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, S-812, IS-813, IS-814 FEMA Classroom Training: G-318 (Mitigation Planning), NIMS ICS 300 (Intermediate ICS for Expanding Incidents), NIMS ICS 400 (Advanced ICS)	

Question Set 4: Key Staff

Question Set 4 Instructions

Respondent shall answer the following questions for each proposed Key Staff member. Include as much relevant detail as possible for each individual. There are question sets for up to 10 Key Staff members. If your company does not intend on proposing 10 Key Staff members, please insert "N/A" into the Response column for question sets in excess of the team being proposed.

#	Question	Response	Comment
Project/Program Manager			
4.1.1	What is the name of the individual that will serve as the Program/Project Manager ("PM")?	Curt Johnson	
4.1.2	What is the PM's job title?	Senior Debris Specialist	
4.1.3	How many years of experience does the PM have?	7+	
4.1.4	How many years of program/project management experience does the PM have?	5	
4.1.5	How many years has the PM been employed with your company?	8	
4.1.6	Please list any relevant licenses (including license number) and certifications the PM has:	Certified Hazard Analysis and Critical Control Points Manager	FEMA EMI Training: IS-100.c, IS-101.c, IS-102.c, IS-200.c, IS-230.d, IS-235.c, IS-632.a, IS-700.b, IS-800.c
4.1.7	Does the PM have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	All of the listed contracts are standby debris monitoring contracts. Therefore, it is difficult to provide estimated committed hours. Atachua County, FL (Present - 9/2023); City of Edgewater, FL (Present - 11/2020); Hernando County, FL (Present - 6/2020 with proposal under evaluation); Commonwealth of Massachusetts (Present - 8/2021); New Hanover County, NC (Present - 6/2022); Town of Ponce Inlet, FL (Present - 8/2022); Volusia County School Board, FL (Present - 9/2022); City of Wilmington, NC (Present - 9/2022).
Key Staff Member 1			
4.2.1	Please provide this staff member's name:	Charles Bryant	
4.2.2	Please provide this staff member's job title:	Director of Debris Operations	
4.2.3	What role will this staff member fill for this contract?	Debris Subject Matter Expert	
4.2.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.2.5	How many years of experience does this staff member have?	40	
4.2.6	How many years has this staff member been with their current employer?	6	
4.2.7	Please list any relevant licenses (including license number) and certifications this staff member has:	FEMA EMI Certified Instructor	
4.2.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	All of the listed contracts are standby debris monitoring contracts. Therefore, it is difficult to provide estimated committed hours. City of Bradenton (Present - 9/2020); School Board of Broward County (Present - 5/2023); Town of Davie (Present - 9/2022); City of Homestead (Present - 9/2020); Village of Key Biscayne (Present - 6/2020); City of Key West (Present - 4/2021); School District of Lee County (Present - 10/2021); City of Lighthouse Point (Present - 6/2021); Town of Miami Lakes (Present - 9/2020); City of North Miami Beach (Present - 7/2020); City of Palmetto (Present - 12/2020); City of Plantation (Present - 7/2021); Town of Southwest Ranches (Present - 9/2021); City of Wellington (Present - 5/2023); City of
Key Staff Member 2			
4.3.1	Please provide this staff member's name:	Valarie Philipp	
4.3.2	Please provide this staff member's job title:	Associate Managing Director	
4.3.3	What role will this staff member fill for this contract?	PA Subject Matter Expert	
4.3.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.3.5	How many years of experience does this staff member have?	20	
4.3.6	How many years has this staff member been with their current employer?	14	
4.3.7	Please list any relevant licenses (including license number) and certifications this staff member has:	Professional Engineer	Licensed in Florida (78771) & Georgia (PE028413)
4.3.8	Does the this staff member have any concurrent commitments to other contracts during the proposed term of the contract being awarded in this solicitation? If yes, please provide the client name, estimated committed hours, and the period of engagement (contract term).	Yes	All of the listed contracts are standby disaster recovery contracts. Therefore, it is difficult to provide estimated committed hours. Seminole County, FL (Present - 5/2021); School Board of Broward County (Present - 4/2022); Hillsborough County (Present - 6/2023); Town of Davie, FL (Present - 9/2022); City of Fernandina Beach (Present - 8/2022); City of Pompano Beach (Present - 12/2019); City of Orlando (Ongoing); City of Coral Springs (Ongoing); Oakland Park, FL (Ongoing)
Key Staff Member 3			
4.4.1	Please provide this staff member's name:	Rodney Byrd	
4.4.2	Please provide this staff member's job title:	Emergency Response Coordinator	
4.4.3	What role will this staff member fill for this contract?	Debris Operations Manager	
4.4.4	Is this staff member employed by your company? If not, please provide the name of the employer.	Yes	
4.4.5	How many years of experience does this staff member have?	5	
4.4.6	How many years has this staff member been with their current employer?	3	
4.4.7	Please list any relevant licenses (including license number) and certifications this staff member has:	24-Hr HAZWOPER	FEMA EMI Training: IS-100.c, IS-200, IS-200.b, IS-300, IS-400, IS-632.a, IS-633, IS-700, IS-800

The comment must be left blank for this response

The comment must be left blank for this response

The comment must be left blank for this response

Question Set 3: Dispute Disclosure

Question Set 3 Instructions

Answer the questions herein with a Yes or No answer. If you answer "Yes", to any of the questions, explain the context surrounding the dispute, the nature of the dispute, the outcome or status of the dispute, and the monetary amounts, delay, or contract extension involved in the comment. If additional explanation is necessary, please upload a separate document with your response under the DD Attachment option. You further acknowledge by submitting a response that all statements made in response to these questions are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of your response.

#	Question	Response	Comment
3.0.1	Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?	No	The comment must be left blank for this response
3.0.2	Has your firm, or any member of your firm, been declared in default, assessed liquidated damages, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?	No	The comment must be left blank for this response
3.0.3	Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?	No	The comment must be left blank for this response
3.0.4	Has your firm or any of its officers, been under investigation, charged, or convicted by any law enforcement agency or public entity for violations of the law, other than traffic violations?	No	The comment must be left blank for this response
3.0.5	Has your firm, or any of its principals, failed to qualify as a responsible Proposer/Bidder on any solicitation in the past five (5) years?	No	The comment must be left blank for this response
3.0.6	Has your firm, or any of its principals, declared bankruptcy or reorganized under Chapter 11?	No	The comment must be left blank for this response
6 Questions		100.00% Complete	

Question Set 2: Client References

Question Set 2 Instructions

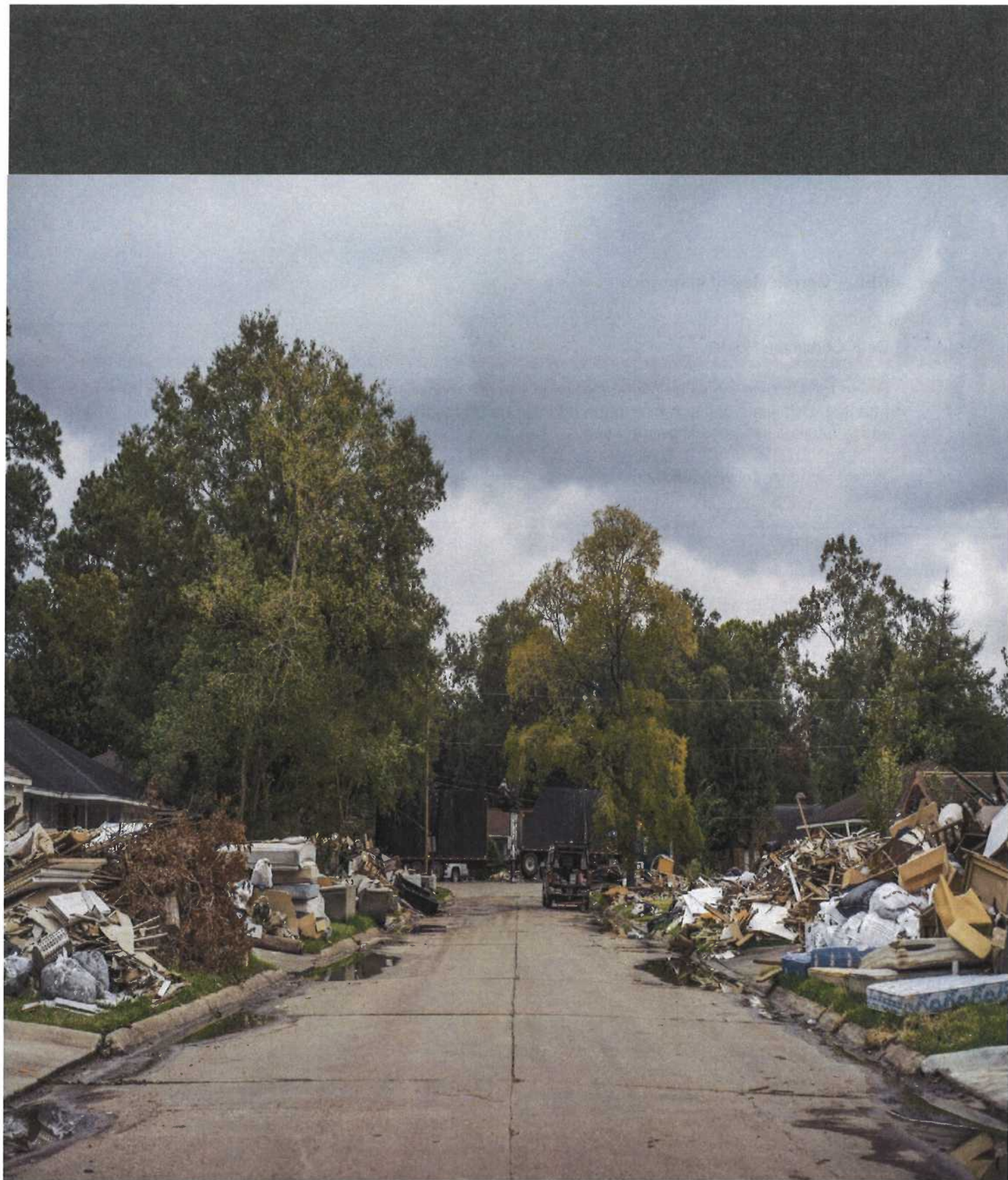
*Respondent shall provide the information requested for the its verifiable client references as required in the solicitation documents. Respondent may not use the same reference for more than one (1) project/contract and confidential references shall not be included.
References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.
References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Village will attempt to contact each reference by telephone no less than three times. In the event the contact person indicated cannot be reached following three attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this RFP. It is the Proposer's responsibility to provide complete and accurate information for each reference. The Village will not correct incorrectly supplied information. No claim of lack of information or error will relieve Respondent of this responsibility.
The Village reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time."

#	Question	Response	Comment
Client Reference 1			
2.1.1	Name of Client Organization:	Washington County, FL	
2.1.2	Contact Person Name:	Jeff Massey	
2.1.3	Contact Person Title:	County Administrator	
2.1.4	Contact Department:	Administration	
2.1.5	Contact Telephone:	850-638-5200	
2.1.6	Contact Email:	jmassey@washingtonfl.com	
2.1.7	Contract Start Date:	Oct 2018	
2.1.8	Contract End Date:	May 2019	
2.1.9	Is the Contract still active?	No	
2.1.10	Scope of Work (Provide as much detail as possible):	See Comment	After Hurricane Michael, Witt O'Brien's monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch (1.96 million total CY); 35,987 hazardous limbs; 10,724 hazardous trees; and 109 hazardous stumps.
Client Reference 2			
2.2.1	Name of Client Organization:	City of Edgewater, FL	
2.2.2	Contact Person Name:	Brenda DeWees	
2.2.3	Contact Person Title:	Director	
2.2.4	Contact Department:	Environmental Services	
2.2.5	Contact Telephone:	386-424-2400 x4007	
2.2.6	Contact Email:	bdeweese@cityofedgewater.org	
2.2.7	Contract Start Date:	Oct 2016	
2.2.8	Contract End Date:	Nov 2017	
2.2.9	Is the Contract still active?	No	
2.2.10	Scope of Work (Provide as much detail as possible):	See Comment	Witt O'Brien's was contracted by the City of Edgewater to assist in recovery from Hurricane Matthew (2016) and again in 2017 from Hurricane Irma. We managed debris removal operations and developed FEMA PWs for Category A debris removal. Across the two storms, we monitored the removal of 328,019 CY of vegetative and C&D debris and 2,812 hazardous trees.
Client Reference 3			
2.3.1	Name of Client Organization:	New Hanover County, NC	
2.3.2	Contact Person Name:	Kim Roane	
2.3.3	Contact Person Title:	Business Officer	
2.3.4	Contact Department:	Environmental Management	
2.3.5	Contact Telephone:	910-798-4402	
2.3.6	Contact Email:	kroane@nhcnc.gov	
2.3.7	Contract Start Date:	Feb 2014	
2.3.8	Contract End Date:	Jan 2019	
2.3.9	Is the Contract still active?	No	
2.3.10	Scope of Work (Provide as much detail as possible):	See Comment	For New Hanover County, Witt O'Brien's monitored the removal of 1,246,902 CY of vegetative debris; 77,057 CY of C&D debris; and 279,665 CY of mulch following Hurricane Florence (1.6 million CY in total). We have held a contract with the County since 2014 and have provided debris monitoring services after Winter Storm Pax in 2014 and in 2016 after Hurricane Matthew.
30 Questions		100.00% Complete	

Question Set 1: Qualifications

Question Set 1 Instructions
Please use the response column for short answers to the question asked and the Comment column to provide additional clarification if necessary. Some questions have been set to not allow a comment. Those questions will be marked red beside the comment indicating a comment is not allowed. For questions that require long answers, please choose the "See Comment" option and include the longer answer in the Comment field.

#	Question	Response	Comment
Company Profile			
1.1.1	How many years has your company been in business under its current name and ownership?	7	
1.1.2	How many years has your company provided disaster debris monitoring services consistent with those requested in this RFP?	37	O'Brien's Response Management, a precursor to Wilt O'Brien's, was established in 1983. Project Principal Charles Bryant has 40 years of experience.
1.1.3	What is your company's primary business?	Emergency Management	
1.1.4	Type of Company:	Limited Liability Company	The comment must be left blank for this response
1.1.5	Federal Employer Identification Number (FEIN):	27-2783923	
1.1.6	Date registered to conduct business in Florida:	07/14/2010	
1.1.7	Primary Office Location:	Houston, TX 77024	
1.1.8	Local Office Location (If same as primary, please indicate so):	Fort Lauderdale, FL 33316	
1.1.9	Will all goods/services be provided out of the local office location? If not, then indicate what other office services will be provided from:	Yes	The comment must be left blank for this response
1.1.10	Total Number of Employees:	489	
Ownership			
1.2.1	Identify all owners or partners of the company (Provide Name, Title, and Percent Ownership):	See Comment	Wilt O'Brien's, LLC is a 100% wholly owned subsidiary of SEACOR Holdings, a publicly traded company on the New York Stock Exchange under the symbol CKH.
1.2.2	Is any identified owner an owner of another company? (If yes, identify the name of the owner and the other company name, and the ownership interest)	No	The comment must be left blank for this response
Signing Authority			
1.3.1	Identify all individuals authorized to sign on behalf of the company, indicating their level of signing authority. (Include name, title, and signing authority Ex. All, Cost up to \$ Amount, No-Cost, Other)	See Comment	Tim Whipple, CEO - All Greg Fenton, COO - All Cheryl Dettliffe Joiner, Director of Contracts & Compliance - Up to \$100,000
Contract Information			
1.4.1	Identify the five (5) most recent contracts in which your company has provided services to other public entities. Include the entity's name and a contact person.	See Comment	LaFouche Parish, LA (Hurricane Barry - debris monitoring): Suzie Hughes, 706-312-7222 Washington County, FL (Hurricane Michael - debris monitoring): Jeff Massey, 850-638-5200 New Hanover County, NC (Hurricane Florence - debris monitoring): Kim Roane, 910-798-4402 City of Port Arthur, TX (Hurricane Harvey - debris monitoring): John Owens, 409-983-9516 Town of Miami Lakes, FL (Hurricanes Irma & Matthew - debris monitoring): Ismael Diaz, 305-827-4014
Insurance			
1.5.1	Insurance Carrier Name:	Marsh USA	
1.5.2	Insurance Carrier Address:	5847 San Felipe St., Suite 2800 Houston, TX 77057	
1.5.3	Provide the number of insurance claims paid out in the last five years:	0	
1.5.4	Provide the total value of insurance claims paid out in the last five years:	\$0	
18 Questions		100.00% Complete	



wittobriens.com



Marsh JLT Specialty
5847 San Felipe St., Ste 2800
Houston, TX 77057
713-325-7598
www.marsh.com

RE: Certificates of Insurance

Dear Certificate Holder,

Going forward, we would be pleased to send you this evidence electronically. Please forward the attached certificate of insurance to the address noted below and provide the email address to which future certificates should be sent:

- Jennifer.Jolly@marsh.com

Best Regards,

The Marsh JLT Specialty Team

Certificate of Liability Insurance Attachment

Policy No. JLT57110

Full Security Details

Section A - Marine General Liability	
Starr Indemnity and Liability Company	100.0000%

Section B - Excess Liability	
Liberty Mutual Insurance Company (Lead Underwriter)	50.0000%
New York Marine & General Insurance Co.	25.0000%
Stratford Insurance Company	25.0000%
Total for Section B	100.0000%

Section C - Excess Liability	
Starr Indemnity and Liability Company (Lead Underwriter)	37.5000%
Liberty Mutual Insurance Company	37.5000%
New York Marine & General Insurance Co.	25.0000%
Total for Section C	100.0000%



SEACHOL-01

GABLEM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2019

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
Marsh USA, Inc.
5847 San Felipe St.
Suite 2800
Houston, TX 77057

CONTACT NAME: Makenze Gable

PHONE
(A/C, No, Ext):FAX
(A/C, No):

E-MAIL ADDRESS: makenze.gable@jltus.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Starr Indemnity & Liability Company

38318

INSURER B : Liberty Mutual Insurance Company

23043

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Witt O'Brien's, LLC
O'Brien's Response Management, LLC
1201 15th Street NW, Suite 600
Washington, DC 20005

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR		JLT57110	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 100,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY		1000198884191	09/30/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
B	UMBRELLA LIAB ☒ OCCUR		JLT57110	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1000003889	09/30/2019	10/01/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐ N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy evidenced hereon includes Maritime Employers' Liability.

CERTIFICATE HOLDER

CANCELLATION

Witt O'Brien's, LLC
O'Brien's Response Management, LLC

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

Responses

Success: All data is valid!

					Numeric
Status	#	Item	Estimated Hours	Unit Price (Per Hour)	Total Cost

Disaster Debris Monitoring

Success: All values provided	#1-1	Program Manager	70	\$ 120.00	\$ 8,400.00
Success: All values provided	#1-2	Public Assistance Specialist	50	\$ 168.00	\$ 8,400.00
Success: All values provided	#1-3	Grant Specialist	50	\$ 178.00	\$ 8,900.00
Success: All values provided	#1-4	Planning Specialist	50	\$ 130.00	\$ 6,500.00
Success: All values provided	#1-5	Administrative Support Specialist	20	\$ 30.00	\$ 600.00
Success: All values provided	#1-6	TDSR & RDDS Site Monitors	430	\$ 34.00	\$ 14,620.00
Success: All values provided	#1-7	Field Supervisors	215	\$ 54.00	\$ 11,610.00
Success: All values provided	#1-8	Environmental Specialist/Consultant	10	\$ 95.00	\$ 950.00
Success: All values provided	#1-9	GIS Specialist/Computer Analyst	10	\$ 50.00	\$ 500.00
Success: All values provided	#1-10	Environmental Field Technician	10	\$ 75.00	\$ 750.00
Success: All values provided	#1-11	Engineer/Scientist/Professional	10	\$ 150.00	\$ 1,500.00

Supplemental ICS Staffing

Success: All values provided	#2-1	Deputy Incident Commander	80	\$ 165.00	\$ 13,200.00
Success: All values provided	#2-2	Public Information Officer	80	\$ 150.00	\$ 12,000.00
Success: All values provided	#2-3	Planning Officer	80	\$ 150.00	\$ 12,000.00
Success: All values provided	#2-4	Operations Officer	80	\$ 150.00	\$ 12,000.00
Success: All values provided	#2-5	Logistics Officer	80	\$ 150.00	\$ 12,000.00
Success: All values provided	#2-6	Finance/Administration Officer	80	\$ 150.00	\$ 12,000.00
Success: All values provided	#2-7	Section Lead	80	\$ 135.00	\$ 10,800.00
Success: All values provided	#2-8	Division Lead	80	\$ 135.00	\$ 10,800.00
Success: All values provided	#2-9	Group Lead	80	\$ 135.00	\$ 10,800.00
Success: All values provided	#2-10	Branch Lead	80	\$ 135.00	\$ 10,800.00

Responses

Success: All data is valid!

						Text	Numeric
Status	Bid/No Bid Decision	#	Item	Quantity Required	Item Description	Unit Price	Total Cost
Additional Services							
Success: All values provided	Bid	#1-1	Additional Service 1	1	Senior Public Assistance Specialist	\$ 193.00	\$ 193.00
Success: All values provided	Bid	#1-2	Additional Service 2	1	Senior Grants Specialist	\$ 193.00	\$ 193.00
Success: All values provided	Bid	#1-3	Additional Service 3	1	Senior Planning Specialist	\$ 193.00	\$ 193.00
Success: All values provided	Bid	#1-4	Additional Service 4	1	Senior Hazard Mitigation Specialist	\$ 196.00	\$ 196.00
Success: All values provided	Bid	#1-5	Additional Service 5	1	Hazard Mitigation Specialist	\$ 168.00	\$ 168.00
Success: All values provided	Bid	#1-6	Additional Service 6	1	PA Program Manager	\$ 206.00	\$ 206.00
Success: All values provided	Bid	#1-7	Additional Service 7	1	Debris Operations Manager	\$ 72.00	\$ 72.00
Success: All values provided	Bid	#1-8	Additional Service 8	1	Debris Data Manager	\$ 62.00	\$ 62.00
Not Bidding	No Bid	#1-9	Additional Service 9	1			
Not Bidding	No Bid	#1-10	Additional Service 10	1			

WORK ORDER NO. _____
STATEMENT OF WORK FOR DEBRIS MONITORING SERVICES



VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Allison McCormick

Edward London

Ignacio J. Seguro

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: April 12th 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Approve entering into a Interlocal Agreement with Miami-Dade County for the Provision of Public Transportation services for the Operation of the Key Biscayne On-Demand Transit Service

RECOMMENDATION

I recommend Village Council authorize the Village Manager to enter into a Interlocal Agreement (ILA) with Miami-Dade County for the Provision of Public Transportation services for the Operation of the Key Biscayne On-Demand Transit Service. At the inception of the Freebee transit service (initially a combination of circulator and on-demand services), an ILA between the County and the Village was executed June 19, 2017. Since that time a requirement was developed to have a separate ILA that is specific to on-demand transit services.

BACKGROUND

In June of 2017, an Inter-Local Agreement was executed between the Village of Key Biscayne and Miami-Dade County for the provision of public transportation services for the operation of the Key Biscayne circulator. This 2017 ILA formally established the existing Freebee community transit service. Since the inception of the Freebee transit service, it has evolved from operating as a circulator, to a hybrid service of both circulator and on-demand, to exclusively on-demand presently and due to very low ridership on the circulator and very high ridership for on-demand service (resulting in higher wait times for pick-up). As the Freebee services is now an on-demand service, the County is requiring an Inter-local Agreement specific to the on-demand transit service.

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

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY GOVERNING THE PROVISION OF ON-DEMAND TRANSIT SERVICES IN THE VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) currently provides a local mobility program through the provision of locally operated on-demand public transportation services; and

WHEREAS, pursuant to Section 212.055(1)(d), Florida Statutes, transportation system surtax proceeds may be used for on-demand services where a trip is not greater than five miles in distance; and

WHEREAS, Section 29-124 of the Miami-Dade County (“County”) Code of Ordinances (“Code”) further allows eligible municipalities to use of their municipal share of the Citizens Independent Transportation Trust (“CITT”) surtax proceeds for the provision of on-demand transportation services; and

WHEREAS, the Village desires to enter into an interlocal agreement with the County, in substantially the form attached hereto as Exhibit “A,” relating to the operation of the Village’s on-demand transportation service for residents and visitors of the Village (the “Interlocal 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. **Approval.** That the Village Council approves the Interlocal Agreement with the County in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," with the County, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2022.

MICHAEL W. DAVEY
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



Interlocal Agreement Between
Miami-Dade County and the Village of Key Biscayne
For the Provision of On-Demand Services

This Interlocal Agreement made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and The Village of Key Biscayne, a municipal corporation of the State of Florida, hereinafter referred to as "the Municipality".

WITNESSETH:

WHEREAS, the Municipality wishes to enhance local mobility through the provision of locally operated On-demand public transportation services; and

WHEREAS, these services provide the Municipality with an opportunity to match the local travel needs of the residents while improving first and last mile connectivity; and

WHEREAS, the provision of these services can help minimize the need for specialized transportation services by the County; and

WHEREAS, the proposed fixed-route service will complement the existing Miami-Dade Department of Transportation and Public Works (D.T.P.W.) bus routes and help increase the use of these regional services; and

WHEREAS, the Municipality has sponsored and is willing to provide an alternative form of supplemental public transportation throughout the Municipality and has secured and obligated the necessary funds to provide same;

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the County and the Municipality agree as follows:

ARTICLE 1

SECTION 1.1 DEFINITIONS

"A.D.A." shall mean the Americans with Disabilities Act of 1990, (and related Acts) or Miami-Dade County Resolution No. R-385-95.

"Contractor" shall mean any entity, public or private fixed-route public transportation services as described in this Agreement under contract to the Municipality.

"On-demand" shall mean flexible routing with dynamic vehicle dispatching where the trip is no longer than five (5) miles in distance.

"The County" shall include Miami-Dade County, the Miami-Dade Department of Transportation and Public Works Miami-Dade. Consumer Services Department, and authorized representatives thereof.

"The Municipality" shall mean the Village of Key Biscayne and authorized representatives thereof.

"F.D.O.T." shall mean the Florida Department of Transportation and authorized.

"D.T.P.W." shall mean the Miami-Dade Department of Transportation and Public Works and authorized representatives thereof.

"U.S. D.O.T." shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.

"F.T.A." shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.

"P.T.R.D." shall refer to the Passenger Transportation Regulatory Division of D.T.P.W.

"Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the F.T.A.

"Fares" for the on-demand service shall mean individual transportation fees paid by public transit passengers other than those services provided by Miami-Dade County for the Special Transportation Service.

"S.T.S.", Special Transportation Service, is the component of the conventional transit system designed to provide comparable On-demand service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Municipality and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of the On-demand service. The Municipality shall be responsible for requiring compliance of its employees, contractors, and agents with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by DTPW/PTRD. The Municipality shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 The County Regulatory Requirements. Prior to the commencement of the On-demand service under this Agreement, the Municipality and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the County Code. The Municipality and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Municipality or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide On-demand service shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by DTPW/PTRD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by DTPW/PTRD. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by DTPW/PTRD.
- 2.6 Proof of Compliance Prior to Operation. The Municipality and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the County Code, state statute or federal law prior to commencement of the On-demand service.

- 2.7 Purchase of Services/Sole Responsibility. The parties concur that this Agreement is a contract for the provision of On-demand service provided by the Municipality for the benefit of residents of the Municipality and of the County. Municipality employees, agents and contractors providing On-demand services shall be considered to be, at all times, solely employees, agents or contractors of the Municipality under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The Municipality's On-demand service shall comply with all applicable requirements of the ADA. The Municipality and the County recognize their joint obligation to provide STS in the area served by the Municipality's On-demand service. In fulfillment of the Municipality's obligation, the Municipality hereby allows the County to provide STS service at no cost to the Municipality. To the extent that any terms in the Agreement are in conflict with ADA, the requirements of the ADA shall control.
- 2.9 Compliance with Procurement Requirements. The Municipality agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.10 County's Right to Submit Proposals and Bids. The County shall be notified and given the opportunity to bid upon any Requests for Proposals (RFP), Requests for Qualifications (RFQ), or requests for bids issued by the Municipality for provision of services pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the County Code, the Municipality shall certify that it will have drug-free workplace program. Further, the Municipality shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by U.S. D.O.T., related to transit operation. Effective upon execution of the Agreement, the Municipality shall require that its employees or contractor if applicable, comply with all applicable requirements of the U.S. D.O.T. regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the U.S. D.O.T. regulation, the requirements of the U.S. D.O.T. shall control.
- 2.12 Municipality Representative. The Municipality shall designate individual(s) to act as liaison to the County and notify the County thereof. The Municipality shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Municipality and notify the Municipality thereof. The County shall promptly notify the Municipality of any changes.
- 2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor or designee and the Mayor of the Municipality, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding service areas, days of week, span of

service hours, and fares, may be approved by the County Mayor or designee and the Municipality Manager or their designees.

ARTICLE 3

ON-DEMAND SERVICE

- 3.1 Provision of On-demand Services. The Municipality shall provide On-demand service as contained in Exhibits 1 and 2 attached herein. Such service plan must be subject to public input and approval by D.T.P.W. prior to implementation. Public notices shall comply with Title VI requirements, per Section 8.3 of this Agreement.

In addition, the Municipality must notify the County under the following circumstances:

- 1) Prior to establishing or raising fares, the Municipality must evaluate if proposed service and fare changes may adversely affect low-income populations;
- 2) If the Municipality decides to site or locate a vehicle storage facility, maintenance facility or operations center which requires land acquisition or the displacement of persons from their residences and businesses for which a National Environmental Policy Act (NEPA) process has not been completed (NOTE: A facility does not include bus shelters, transit stations or power substations);
- 3) Prior to the submission of the Municipality's Title VI Plan, if applicable, the Public Participation Plan must be reviewed and approved by the County's Office of Civil Rights and Labor Relations for the D.T.P.W. The plan must include an outreach plan to engage the Municipality's pre-determine traditionally underserved community; or
- 4) Prior to conducting either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) for new projects.

- 3.2 Fares. The Municipality shall operate the On-demand service charging a fare in accordance with public transit fares established by the Municipality's legislative board, as may be modified from time to time. Initially no fare shall be collected until such a time as the Municipality's legislative board adopts an alternative fare structure.

If an alternative fare structure is adopted, the Municipality shall accept all DTPW passes, transfers, or identification entitling a passenger to ride a vehicle without paying any additional fare. Qualified passengers shall pay no fare. DTPW Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the On-demand service without paying an additional fare.

- 3.3 Connection and Coordination with County Bus Routes. All Municipality On-demand services shall be designed to feed the public transit service in the most efficient manner possible.

- 3.4 Operation in its Entirety. The Municipality shall be responsible for ensuring that On-demand service is operated in its entirety with no deviation from the approved service area and schedules unless otherwise authorized by the D.T.P.W. All On-Demand trips MUST not exceed 5 miles in length.
- 3.5 On-demand Service Information. The County may provide information on the Municipality's On-demand service through D.T.P.W.'s routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of On-demand Hours of Operation Schedules. The County may make available to its Metrobus, Metrorail and Metromover passengers map of service areas and hours of operation provided by the Municipality to DTPW.
- 3.7 Service Area Modifications. Before any major service change, including the development of new service areas changes greater than 20%, the Municipality shall perform a technical analysis of proposed service area alignments and schedules of operation for the On-demand service. The proposed service shall not begin operation without first obtaining successful review and approval of DTPW, Service Planning and Scheduling Division. The Municipality shall follow DTPW's Procedures for Establishing Municipal On-demand Service.
- 3.8 Use of Logo. The Municipality may wish to design a logo uniquely identifying its On-demand service. If they do so, such logo shall at all times be displayed on the exterior of all vehicle's operation pursuant to this Agreement. If requested, the County shall allow the display of the On-demand logo on the County's bus stop signs at all stops common to the Municipality and the County bus routes does not interfere with previously placed signage and is done in coordination with DTPW staff. The Municipality shall be responsible for placing the logo on the pertinent signs. All vehicles funded by the half penny transportation surtax from the Citizens' Independent Transportation Trust shall display the ½ Penny at work logo.
- 3.9 On Demand Stop Signs and Signposts. The Municipality may provide, install, and maintain bus stop signs and signposts at stops along the Municipality's On-demand routes. If the Municipality, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Municipality's sign facility to display Metrobus bus stop information. If such election is made, D.T.P.W. may provide to the Municipality the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the Municipality and the Municipality will remove the County's signs and return the signs to the County. The Municipality shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.
- 3.10 ADA Stops. The Municipality agrees that it will be the responsibility of the Municipality to comply with all ADA standards and regulations with regards to accessibility.
- 3.11 Bus Stops and Bus Bays or Pull-outs. The Municipality shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at bus stops along the Municipality's On-demand service area, provided that any proposed bus bays or pull-outs

shall be first reviewed and approved by the County or State, as appropriate. Notwithstanding the forgoing, the Municipality shall be responsible for identifying Municipality owned right-of-way for the layover or parking of vehicles to be used in its On-demand service provided it does not interfere with the County's Transit Service needs.

Should the Municipality decide to operate its On-demand service with vehicles that require the deployment of exterior lifts, the County may require the Municipality to designate and build bus bays in order to minimize impact to vehicular traffic.

- 3.12 Non-Interference and Non-Disturbance. The County and the Municipality hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing County Metrobus or Municipality On-demand in-service vehicles.
- 3.13 Miscellaneous. The Municipality or Municipality's Contractor shall provide adequate customer service training to its employees. Drivers, dispatchers and supervisors shall be subject to a training program inclusive of the recommended practices established by the American Public Transportation Association (APTA) in documents BTS-BO-RP-001-07 and BTS-BO-RP 0002-07.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Municipality shall collect or assure the collection of the following information (based on anonymized data):
- Number of completed rides
 - Average journey time
 - Average distance per ride
 - Average utilization (passengers per vehicle hour)
 - Ridership (Average weekday, Saturday and Sunday)
 - Vehicle miles driven
 - Vehicle hours driven
 - No show rate
 - Cancellation rate
 - Average wait time
 - Average percentage of on-time pick up requests
 - Average percentage of requested rides completed
 - Top pick-up and drop-off locations
 - Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides.
 - Percentage of bookings shared

Reports shall be submitted to the municipality and the County's Office of Management and Budget – c/o Management Planning and Performance Analysis on a monthly basis. Additionally, the Municipality shall comply with any Federal, State, and C.I.T.T. reporting

requirements applicable to the subject service. Quarterly reports shall include the information listed above in an aggregated format, including trends noticed. Monthly reports shall be submitted to the County no later than the 15th day of the following month.

The Municipality shall meet or exceed DTPW's adopted service standards for On-demand transportation services.

- 4.2 Real Time Data. The Municipality agrees to provide to the County the real time On-demand service route information in a format approved by DTPW, or its successor department, such as provided by a Global Positioning System (GPS), and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third-party applications.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Municipality is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Municipality shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The Municipality shall collect and keep on file documentation of insurance of any and all private providers operating in the Municipality's On-demand service. In the event that the Municipality contracts with a private vendor for services, the Municipality shall require contractor to meet the insurance requirements shown in **Figure 1**, as minimum. The Municipality shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of On-demand service operations.

Figure 1 Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Commercial General liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products; and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability- \$ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.
4. Excess Liability- \$_____.00 per occurrence to follow the primary coverage.
5. The Municipality must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.

6. Other Insurance as indicated:

☐ Builders Risk completed value	\$ _____
☐ Liquor liability	\$ _____
☐ Fire legal liability	\$ _____
☐ Protection and indemnity	\$ _____
☐ Employee dishonesty bond	\$ _____
☒ Other blanket fidelity bond	\$ <u>10,000.00</u>

7. Thirty days written cancellation notice required.
8. Best's guide rating B+: VI or better, latest edition.
9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

- 6.1 The Municipality shall, to the extent permitted by law at all-time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Municipality and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Municipality shall resolve all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Municipality, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Municipality or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall

investigate and defend all claims, suits or actions of any kind or nature in the name of the Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

- 6.3 In the event the Municipality contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Municipality, be required to indemnify and hold harmless the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the Municipality or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Municipality shall require that the contract between and Municipality and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the Municipality or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Municipality from any liability or claim arising out of the negligent performance of the County and the Municipality, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Municipality may, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. It is the sole responsibility of the Municipality to determine the source and dollar amount per source of funds to comprise the total contribution to the County for the provision of the On-Demand services as required in this agreement.
- 7.2 In the event the County seeks federal or state funds and a condition of receipt of said funds is the provision of operating statistics for the National Transit Database, County may require Municipality to maintain and provide the necessary data. Municipality's Share of supplemental Federal Funding. Beginning with the first year in which the On-demand service's operating statistics are reflected in the National Transit Database, where those

operating statistics result in new or supplemental funds are solely attributable to the On-demand service's properly reported operations, the County agrees to pay the Municipality its attributable share of federal formula funds received from U.S. D.O.T. no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Municipality from the County for the On-demand service, provided that the funds remitted to the Municipality herein shall be used for the expansion, enhancement or maintenance of the On-demand service program.

As used herein, the Municipality's attributable share shall be one half of the amount equivalent to those Supplemental Urbanized Area Formula Funds, as described in 49 U.S.C. Section 5307, as may be amended from time to time, that the County received as a direct result of On-demand service provided by the Municipality pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

Multiply by .5 the Municipality's properly reported annualized Bus Revenue Vehicle Miles statistic that was used in the apportioned federal programs for a fiscal year "Unit Value for Bus Vehicle Miles for Urbanized Areas over 1,000,000" as reported in the table of Unit Values for Formula Grant Apportionments, published annually in the Federal Register.

NOTE: Historically, apportioned funds are allocated to the County two (2) years after Bus Revenue Vehicle Miles are reported to federal government.

- 7.3 Municipality's Share of Supplemental State Funding. In the event that the On-demand service operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the Municipality its attributable share (one half of the supplemental funding), as defined in paragraph 7.3 above, of new or supplemental state Transportation Block Grant funding received by the County from F.D.O.T. no less than sixty (60) days after funding is received from the State less any direct grants received by the Municipality from the County for the On-demand service. The State funding formula can be found at Section 341.052(6), F.S.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for On-demand services which are comparable to the services provided herein, County may agree to amend this Agreement, if requested by the Municipality, to provide substantially equivalent favorable terms to the Municipality as those provided in such other County/ Municipality Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the County's Board of County Commissioners and the Municipality's legislative board and the execution by the County Mayor or designee and Mayor of the Municipality or designee and shall remain in force for five years thereafter. This Agreement is subject to two five-year

automatic option to renew under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).

- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Municipality as set forth herein shall only be implemented after the County and the Municipality have entered into a written agreement describing the changed services, and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Municipality and its Contractor agree to comply with any portion of the Title VI and VII of the Civil Rights Act of 1964 applicable to the operation of this route and further the Municipality and its Contractors shall not discriminate against any employee, passengers or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees, passengers and applicants are afforded equal employment opportunities without discrimination.
- 8.4 Public Engagement. The Municipality shall guarantee adequate public engagement prior to establishing a new or modifying an existing Municipality On-demand service. The following steps must be performed: 1) Advertise a notice of public hearing in English and Spanish; and 2) Conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the proposed service. The Municipality shall provide to the County proof of public hearing newspaper Ad, and meeting minutes or adopted resolution.
- 8.5 Discrimination. The municipality nor vendor or sub-contractors shall not discriminate against any employee, passengers or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees, passengers and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- 8.6 Americans with Disabilities Act (ADA) Title II of 1990
The Municipality, and its Contractors shall not discriminate against any person because of race, sex, religious background, ancestry, national origin or disability in the performance of the Agreement. The Municipality and its contractors agree to comply with all parts of the ADA Title II applicable to the operation of this route. Furthermore, the Municipality, prior to putting into place and operating this route, shall provide the following evidence to the County of compliance with Title II of the ADA as mandated by the Code of Federal Regulations Title 49 Parts 27.13 and 27.15:
1. The name and contact information of the Municipality's ADA Coordinator.
 2. Evidence of ADA notice posted in an accessible format on the Municipality's website.

3. The ADA notice shall be comprised of the following:
 - a. Notice of nondiscrimination on the basis of disability (see Appendix X for sample),
 - b. ADA grievance procedure.
 - c. An online contact form if applicable.
 - d. Accessible contact information of the designated ADA Coordinator, including phone number and email address.

8.7 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when On-demand service operations are in violation of health and/or safety-related provisions of state statutes or the County Code, in which case termination shall be determined by the County Mayor or designee. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.

8.8 Termination without Cause. The County or the Municipality may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Municipality terminates this Agreement with or without cause, the Municipality agrees to reimburse the County on a prorated basis for any financial assistance it has received for the On-demand service for the year.

8.9 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade County Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, Florida 33136
Attention: Director
Fax: (786) 469-5406

FOR MUNICIPALITY

Steven C. Williamson, Village Manager
The Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
Fax: (305) 365-8936

WITH COPY TO VILLAGE ATTORNEY

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

- 8.10 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.11 Execution. This document shall be executed in five (5) counterparts, each of which shall be deemed an original.
- 8.12 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

The Village of Key Biscayne, a
Municipal Corporation of
the State of Florida

By: _____
Jocelyn B. Koch Date
Village Clerk

By: _____
Steven C. Williamson Date
Village Manager

ATTEST:

Miami-Dade County, a political
Subdivision of the State of Florida

HARVEY RUVIN, CLERK

By: Its Board of County
Commissioners

By: _____
DEPUTY CLERK

By: _____
Daniella Levine Cava Date
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency _____
Date

Exhibit 1 (Service Area Map)

Exhibit 2 (Span of Service Schedule)

Exhibit 3 (Additional Information - if applicable)



VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Seguro

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: April 12, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Interlocal Agreement between the Village of Key Biscayne, All Co-Permittees named in National Pollutant Discharge Elimination System (NPDES) Permit No. FLS00003 and Miami-Dade County

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to enter into a interlocal agreement between the Village of Key Biscayne listed as a co-permittee named in National Pollutant Discharge Elimination System (NPDES) Permit No. FLS00003 and Miami-Dade County (**Exhibit "A"**). Annual cost is in amount not exceed \$3,300 and the funding is allocated from the FY22 Adopted Budget, Stormwater Utility Enterprise fund.

BACKGROUND

The Village of Key Biscayne is a currently named as a co-permittee in National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. FLS00003, which runs ona 5-year cycle. The current term is set to expire on September 30, 2022.

As part of this permit, Florida Depaetment of Environmental Protection (FDEP) requires sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The historical water monitoring annual costs and Pollutant Loading Calculations and/or other required tasks related to Impaired Waters Rule (IWR) monitoring and analyses costs attributable to this operating permit is shared by all co-permittes, and the costs is based on a percentage rate obtained by dividing the number of outfalls of each co-permitte. The Village's annual cost share is \$3,239.

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

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PARTICIPATING CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. FLS000003 FOR POLLUTION IDENTIFICATION AND CONTROL SERVICES IN MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4S) IN AN AMOUNT NOT TO EXCEED \$16,195.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 403.0885, Florida Statutes, on June 21, 2011, the Florida Department of Environmental Protection issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. FLS000003 (“Permit”) to Miami-Dade County (the “County”) and the co-permittees named in the NPDES Permit (the “Co-permittees”); and

WHEREAS, as one of the Co-permittees, the Village of Key Biscayne (the “Village”) is required to comply with the NPDES Permit conditions, which requires the Village to perform monitoring and sampling activities relating to the Village’s stormwater system; and

WHEREAS, the County has proposed entering into an interlocal agreement, attached hereto as Exhibit “A,” with the Village and participating Co-permittees (the “Interlocal Agreement”) to provide pollutant discharge identification and control services for Municipal Separate Storm Sewer Systems (MS4s) located in the County (the “Services”); and

WHEREAS, the Village’s cost share under the Interlocal Agreement for the Services, which is based on the number of outfalls attributable to the Village, would be \$3,239.00 per year, for a total amount of \$16,195.00 over the Interlocal Agreement’s five-year term; and

WHEREAS, the Village Council desires to approve the Interlocal Agreement, in substantially the form attached hereto as Exhibit “A,” with the County and the participating Co-permittees in order to receive the Services needed for the NPDES Permit; 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. **Approval.** That the Village Council approves the Interlocal Agreement with the County and participating Co-permitees in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," with the County and participating Co-permitees, subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$16,195.00.

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

PASSED and ADOPTED this _____ day of _____, 2022.

MICHAEL W. DAVEY
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

_____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- ☐ Yes, we wish to participate
- ☐ No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place, and any such modifications shall only apply prospectively to work that has not yet been performed.

Name of Manager / Mayor (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

**INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES
NAMED IN NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. FLS000003 AND
MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE
OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY,
AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING
FOR IDENTIFICATION AND CONTROL OF POLLUTANT
DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM
SEWER SYSTEMS**

This Interlocal Agreement ("Agreement") is made and entered into by, and between, **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the **CO-PERMITTEES** and **MIAMI-DADE COUNTY**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003 as **CO-PERMITTEES**: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation District Six (FDOT District Six), , Miami-Dade Expressway Authority (MDX), and Miami-Dade County. For the purposes of this Interlocal Agreement, Florida Department of Transportation Turnpike Enterprise (FDOT Turnpike Enterprise) is not included in this definition of CO-PERMITTEE or CO-PERMITTEES.

COUNTY shall mean Miami-Dade County

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

Exhibit "A"

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II **Term of Agreement**

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2022, and expire on September 30, 2027.

Section III **Scope of Work**

The parties hereto agree that the DEP is requiring, as part of the NPDES MS4 Operating Permit, the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the historical water monitoring annual costs (Activity 1) and Pollutant Loading Calculations and/or other required tasks related to Impaired Waters Rule (IWR) monitoring and analyses costs (Activity 2) attributable to this operating permit shall be shared by all **CO-PERMITTEES**, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls of each **CO-PERMITTEE** by the total number of outfalls of all **CO-PERMITTEES** in accordance with Attachment A of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV **COUNTY's Obligations**

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.
2. **Permits** The **COUNTY** shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by **CO-PERMITTEES**, if any, which shall be obtained by the respective **CO-PERMITTEE**), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The **COUNTY** shall provide the **CO-PERMITTEES** with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.
4. **Notice of COUNTY Meeting** The **COUNTY** shall provide the **CO-PERMITTEES** with oral or written notice of all regular meetings held by **COUNTY** staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Exhibit "A"

Section V
CO-PERMITTEES' Obligations

1. **Prevention of Theft of COUNTY Equipment** The **CO-PERMITTEES** shall take reasonable steps to prevent theft or vandalism of **COUNTY** equipment located within the **CO-PERMITTEE'S** geographic boundary. The **CO-PERMITTEES** agree that such equipment may be placed within each **CO-PERMITTEE'S** geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Each **CO-PERMITTEE** will reimburse the **COUNTY** for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The **COUNTY** will bill each **CO-PERMITTEE** annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the **CO-PERMITTEE** is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the **COUNTY** in accordance with this Agreement shall be deemed default by the **CO-PERMITTEE** that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the **COUNTY** and paid by the **CO-PERMITTEES** during the following fiscal year.
3. **Access** The **CO-PERMITTEES** shall provide the **COUNTY** with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the **CO-PERMITTEE'S** geographic boundary.

Section VI
Indemnification

Each **CO-PERMITTEE** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CO-PERMITTEE** or its employees, agents, servants, partners, principals or subcontractors. Each **CO-PERMITTEE** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the **CO-PERMITTEE** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **CO-PERMITTEE** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CO-PERMITTEE**. Provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITTEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

Exhibit "A"

Section VII
County Event of Default

Without limitation, the failure by the **COUNTY** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**COUNTY** event of Default".

If a **COUNTY** event of default should occur, the **CO-PERMITTEE** shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to **COUNTY** hereunder are terminated, effective upon such date as is designated by the **CO-PERMITTEE**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section VIII
Co-Permittee Event of Default

Without limitation, the failure by the **CO-PERMITTEE** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**CO-PERMITTEE** Event of Default".

If a **CO-PERMITTEE** Event of Default should occur, the **COUNTY** shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to **CO-PERMITTEE** hereunder are terminated, effective upon such date as is designated by the **COUNTY**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** Each **CO-PERMITTEE** hereby authorizes the **COUNTY** to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The **CO-PERMITTEES** may, but are not required to, attend any or all regular meetings held by **COUNTY** staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The **CO-PERMITTEES** shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 **CO-PERMITTEE**, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the **CO-PERMITTEE** whose stormwater system generates a pollutant discharge that impacts another **CO-PERMITTEE'S** system and the impacted **CO-PERMITTEE** agree to cooperate by providing the staff and equipment necessary to identify the source

of pollutant discharges emanating from the separate storm sewer system of one **CO-PERMITTEE** to the separate storm sewer system of another **CO-PERMITTEE**.

5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the **CO-PERMITTEES**, or **COUNTY**, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The **COUNTY** shall assist, as needed, in any investigation and identification of a source of the discharge. If the **COUNTY** discovers a discharge in the separate storm sewer system of a **CO-PERMITTEE** or the **COUNTY**, the **COUNTY** will investigate the source of the discharge and report its findings to the affected NPDES **CO-PERMITTEES**. When an investigation specifically identifies a NPDES **CO-PERMITTEE** as the source of a pollutant discharge, then that **CO-PERMITTEE** shall be responsible for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.
6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. **CO-PERMITTEES** shall be entitled to reimbursement of monies paid to the **COUNTY** only in the event of termination without cause by the **COUNTY**, and the **CO-PERMITTEE** shall then be entitled to such reimbursement only to the extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the **COUNTY**. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

In the event of termination by a **CO-PERMITTEE**, that **CO-PERMITTEE** shall owe the **COUNTY** for all services rendered or performed by the **COUNTY**, including those which had not yet been invoiced or billed to the **CO-PERMITTEE**. Upon receiving invoice from the **COUNTY** for such services, the **CO-PERMITTEE** shall promptly pay the **COUNTY** in full, no later than thirty (30) days from receipt of invoice.
8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters 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. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement.

11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The **COUNTY** and the **CO-PERMITTEE** agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.
15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.
16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
17. **Number of Outfalls** If requested, the **COUNTY** will review and adjust on an annual basis the number of outfalls of each **CO-PERMITTEE** during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each **CO-PERMITTEE'S** share of the total annual costs. **CO-PERMITTEES** may submit relevant outfall information to be included in the review during a two month period, from January 1st to February 28th of the year immediately preceding the start of the fiscal year of the intended changes. In the event of a change, an updated Attachment "A" shall be provided to **CO-PERMITTEES** annually by March 31st for budgetary purposes.
18. **Maximum Annual Costs** Each **CO-PERMITTEE'S** maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the **CO-PERMITTEE'S** cost share may change (+/-) based on any changes made to the Number of Outfalls during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the **COUNTY** for water quality monitoring and related activities, IWR, and Pollutant Loading Calculation activities performed, will not exceed the **CO-PERMITTEE'S** total annual cost shown in Attachment "A" for that fiscal year.

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

_____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- ☐ Yes, we wish to participate
- ☐ No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place, and any such modifications shall only apply prospectively to work that has not yet been performed.

Name of Manager / Mayor (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

Exhibit "A"

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY
Stephen P. Clark Center
111 N.W. 1 Street
Miami, FL 33128

Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK
Attest:

Deputy Clerk

Date

Exhibit "A"

ATTACHMENT "A"

Miami-Dade County Co-Permittees NPDES Interlocal Agreement Water Monitoring Annual Estimated Costs Fiscal Year 2023 to 2026

	Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Activity 1 Historical Monitoring and Analyses	Activity 2 Pollutant Loading or Other Permit Requirements	Activity 1+2 Co-Permittee Annual Cost (not-to-exceed)
1	Aventura, City of	175	2.10	\$13,646	\$2,099	\$15,745
2	Bal Harbour Village	10	0.12	\$780	\$120	\$900
3	Bay Harbor Islands, Town of	58	0.70	\$4,523	\$696	\$5,218
4	Coral Gables, City of	113	1.36	\$8,811	\$1,356	\$10,167
5	Cutler Bay, Town of	194	2.33	\$15,127	\$2,327	\$17,454
6	Doral, City of	368	4.41	\$28,695	\$4,415	\$33,109
7	El Portal, Village of	11	0.13	\$858	\$132	\$990
8	Golden Beach, Town of	12	0.14	\$936	\$144	\$1,080
9	Hialeah Gardens, City of	12	0.14	\$936	\$144	\$1,080
10	Homestead, City of	182	2.18	\$14,191	\$2,183	\$16,375
11	Indian Creek Village	33	0.40	\$2,573	\$396	\$2,969
12	Key Biscayne, Village of	36	0.43	\$2,807	\$432	\$3,239
13	Medley, Town of	45	0.54	\$3,509	\$540	\$4,049
14	Miami Beach, City of	312	3.74	\$24,328	\$3,743	\$28,071
15	Miami Gardens, City of	402	4.82	\$31,346	\$4,822	\$36,168
16	Miami Lakes, Town of	350	4.20	\$27,291	\$4,199	\$31,490
17	Miami Shores, Village of	34	0.41	\$2,651	\$408	\$3,059
18	Miami Springs, City of	27	0.32	\$2,105	\$324	\$2,429
19	North Bay Village, City of	71	0.85	\$5,536	\$852	\$6,388
20	North Miami Beach, City of	211	2.53	\$16,453	\$2,531	\$18,984
21	North Miami, City of	207	2.48	\$16,141	\$2,483	\$18,624
22	Opa-locka, City of	74	0.89	\$5,770	\$888	\$6,658
23	Palmetto Bay, Village of	106	1.27	\$8,265	\$1,272	\$9,537
24	Pinecrest, Village of	72	0.86	\$5,614	\$864	\$6,478
25	South Miami, City of	30	0.36	\$2,339	\$360	\$2,699
26	Sunny Isles Beach, City of	69	0.83	\$5,380	\$828	\$6,208
27	Surfside, Town of	11	0.13	\$858	\$132	\$990
28	¹ Virginia Gardens, Village of	5	0.06	\$390	\$60	\$450
29	¹ West Miami, City of	5	0.06	\$390	\$60	\$450
30	FDOT District VI	1,687	20.24	\$131,544	\$20,238	\$151,781
31	MDX	456	5.47	\$35,557	\$5,470	\$41,027
32	Unin. Miami-Dade County	2,958	35.48	\$230,650	\$35,485	\$266,135
	ANNUAL TOTALS (Not to Exceed)	8,336	100.00	\$650,000	\$100,000	\$750,000

NOTES:

¹ Co-Permittees with no outfalls have been assigned a value of 5 outfalls. Activity 1 fixed annual cost = \$390
Activity 1 (mandatory) - Historical sampling, monitoring, lab analyses, and annual water monitoring report
Activity 2 (optional) - Pollutant Loading Calculations or other tasks to satisfy required permit conditions

Exhibit "A"

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

_____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- ☐ Yes, we wish to participate
- ☐ No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place, and any such modifications shall only apply prospectively to work that has not yet been performed.

Name of Manager / Mayor (print)

Signature

Date

Name of Clerk / Legal Representative (print)

Signature

Date

Exhibit "A"



VILLAGE OF KEY BISCAINE

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: April 12, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Fourth Amendment to the Agreement for use of St Agnes Catholic Church Athletic Fields

RECOMMENDATION

I recommended that the Village Council authorize the Village Manager to negotiate the terms of a fourth amendment to the agreement for use of the athletic fields at St. Agnes Catholic Church.

BACKGROUND

The Village of Key Biscayne entered into its initial agreement with the Archdiocese of Miami for the use of its St. Agnes Catholic Church athletic fields in June of 2004. It has since executed two renewal terms with the most recent amendment agreement executed on April 30, 2019 (see Exhibit B).

The Village wishes to negotiate terms of a fourth amendment to the agreement for a duration up to 10 years but no less than 5 years.

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A TERM SHEET FOR THE FOURTH AMENDMENT TO THE AGREEMENT FOR USE OF ST. AGNES CATHOLIC CHURCH ATHLETIC FIELD WITH THE ARCHDIOCESE OF MIAMI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2004-28, the Village Council of the Village of Key Biscayne (the “Village”) approved and authorized an Agreement for Use of St. Agnes Catholic Church Athletic Field (the “Agreement”) with the Archdiocese of Miami (the “Archdiocese”); and

WHEREAS, the Agreement has been amended three times since its execution on June 23, 2004, and was most recently amended for the third time on April 30, 2019, pursuant to Resolution 2019-26, to extend the term of the Agreement and adjust the fees to be paid to the Archdiocese; and

WHEREAS, the Village Council and the Archdiocese desire to enter into a Fourth Amendment to the Agreement to extend the term of the Agreement, as particularly described in the term sheet attached hereto as Exhibit “A” (the “Term Sheet”); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens 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. Term Sheet Approved. That the Term Sheet, in substantially the form attached hereto as Exhibit “A,” is hereby approved.

Section 3. **Authorization.** That the Village Manager is authorized to negotiate and execute a Fourth Amendment to the Agreement consistent with the Term Sheet and in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** That the Village Manager is authorized to take any and all action necessary to implement the intent and purpose of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2022.

MICHAEL W. DAVEY, 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"

St. Agnes Field Lease Terms

1. Extend the term of the agreement for up ten (10) years, but no less than five (5) years.
2. Exclusive use of the field from 5:30 PM to 10:00 PM Monday through Friday and use from 8:00 am to 9:00 PM on Saturday.
3. The Village will maintain the grass and irrigation system at the field.
4. The Village will maintain separate water and electrical meters and pay all water and electrical fees associated with the operation and maintenance of the field.
5. The Village will have access to use the field for the Village athletic programs managed by the Village or its subcontractors.
6. The Village is authorized to install lighting equipment at the field and retrofit the existing equipment. If the agreement is terminated the field lights will remain the property of the Village. The Village may relocate the field lighting, at its own expense, upon the termination of the agreement.

**THIRD AMENDMENT TO
AGREEMENT FOR USE OF ST. AGNES CATHOLIC CHURCH ATHLETIC FIELD**

THIS THIRD AMENDMENT TO AGREEMENT FOR USE OF ST. AGNES CATHOLIC CHURCH ATHLETIC FIELD (this "Third Amendment") is entered into as of this 23 day of May, 2019 by and between the **VILLAGE OF KEY BISCAYNE**, a Florida municipal corporation ("Village") and **THE MOST REVEREND THOMAS WENSKI**, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole (hereinafter the "Owner").

WITNESSETH:

WHEREAS, Village and Owner entered into that certain Agreement dated June 23rd, 2004 (the "Agreement") regarding the Village's use of the St. Agnes Catholic Church's athletic field; and

WHEREAS, Village and Owner entered into an Amendment to Agreement for Use of St. Agnes Catholic Church Athletic Field on August 31th, 2009 ("First Amendment") and a Second Amendment to Agreement for Use of St. Agnes Catholic Church Athletic Field on September 19th, 2014 ("Second Amendment"), wherein the parties modified the fees payable, the term of the Agreement and provided for termination of the Agreement; and

WHEREAS, Village and Owner wish to further modify the Agreement in accordance with the terms and conditions set forth herein in this Third Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. Owner agrees that the Village has paid the annual license fee under the Agreement entitling the Village to use the St. Agnes Catholic Church's athletic field through September 30, 2019.

3. Section 4 of the Agreement is hereby deleted and replaced as follows:

4. Fees. Beginning October 1, 2019, the Village shall pay the Owner an annual license fee of sixty thousand and 00/100 Dollars (\$60,000) for the licenses granted to Village herein, which fee shall be paid in equal monthly installments of Five Thousand Dollars and 00/100 (\$5,000) on the first day of each month during the Term. For any partial month during the Term, the monthly installment payment shall be prorated on a per diem basis based on the number of days in such month. The annual license fee shall increase by three percent (3%) on October 1, 2020 and each October 1st thereafter by an additional three percent (3%) over the previous year's

annual license fee. The equal monthly installments will be adjusted accordingly starting in October of each year. Owner hereby directs the Village to make all payments required hereunder directly to St. Agnes Catholic Church at 100 Harbor Drive, Key Biscayne, Florida 33149. Notwithstanding the foregoing, the Village, at its sole option, may elect to pay the annual fee in one (1) annual payment provided such payment is made before October 15th of each year of the Term.

4. Section 3.1 of the Agreement is hereby deleted and replaced as follows:

3.1 The term of this Agreement has previously commenced and shall be extended for an additional five (5) year period commencing on October 1, 2019 and expire at 11:59 p.m. on September 30, 2024 (the "Term").

5. Section 24 of the Agreement is hereby deleted and replaced as follows:

The Owner or Village shall be entitled to terminate this Agreement for any reason whatsoever upon at least twelve (12) months prior written notice to the other party. To prevent termination of this Agreement during an athletic sport season, this Agreement may only be terminated as of October 1st of a particular calendar year (e.g. to terminate the Agreement on October 1, 2021, notice must be given no later than October 1, 2020).

6. In the event of any conflict or ambiguity between the terms and provisions of this Third Amendment and the terms and provisions of the Agreement, the First Amendment, and the Second Amendment, the terms and provisions of this Third Amendment shall control.

7. Except as otherwise specifically set forth herein, the Agreement is hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

8. This Third Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Third Amendment shall have the same force and effect as an original hereof.

[Signatures of parties follow on next page]

IN WITNESS WHEREOF the parties have executed this Third Amendment as of the date first set forth above.

WITNESSES:


Print Name: Toni Menicoccy

Katie Bost
Print Name: Katie Bost

OWNER:

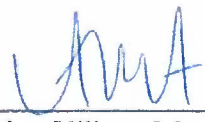

THE MOST REVEREND THOMAS WENSKI,
Archbishop of the Archdiocese of Miami, his
successors in office, a corporation sole

VILLAGE:

VILLAGE OF KEY BISCAIYNE,
a Florida municipal corporation


Print Name: Jessica Garcia

Katarzyna Kulpa
Print Name: Katarzyna Kulpa

By: 
Andrea Agha, Village Manager

Attest:

By: 
Village Clerk



Approved as to legal form and
sufficiency:

By: 
Village Attorney

STATE OF FLORIDA

)

SS:

COUNTY OF MIAMI-DADE

)

+ K. Wenski

The foregoing Agreement was acknowledged before me this 23 day of May, 2019 by THE MOST REVEREND THOMAS WENSKI, Archbishop of the Archdiocese of Miami, who (check one) ☐ is personally known to me or ☐ has produced a Florida drivers license as identification.



+ K. Wenski

(Signature of person taking acknowledgment)

Archbishop Thomas G. Wenski

(Name of acknowledger typed, printed or stamped)

Archbishop - Diocese of Miami
(Title or rank)

(Serial number, if any)

STATE OF FLORIDA

)

) SS.

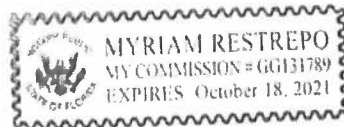
COUNTY OF MIAMI-DADE

)

The foregoing Agreement was acknowledged before me this 8th day of MAY, 2019 by ANDREA AGHA, as Village Manager of the Village of Key Biscayne, a Florida municipal corporation, who (check one) ☒ is personally known to me or ☐ has produced a Florida drivers license as identification.

Myriam Restrepo
Notary Public, State of Florida

My Commission Expires:





VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Seguro

Village Manager

Steven C. Williamson

DATE: March 8, 2022
TO: Honorable Mayor Davey and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Stormwater Rate Study

RECOMMENDATION

I recommended that the Village Council approve the attached ordinance.

BACKGROUND

On April 6, 2021, the Village Council passed and adopted the Resolution No. 2021-20 selecting Reftelis Financial Consultants, Inc. ("Consultant") to perform the Village's stormwater utility rate study ("study") pursuant to Request for Qualifications No. 2021-03 in an amount not to exceed \$80,000. The staff worked diligently with the Consultant, and completed the study for \$36,080.

The study (Exhibit "A") recommends to update the stormwater application basis to transition from a per unit / Equivalent Residential Unit (ERU) approach to a per square foot of impervious area approach for all properties. For single-family properties the annual charge will be based on the impervious area measurement. For multi-family units, the charge will be based on the relative allocation method, which would allocate the multi-family complexes on the square feet of living space in each individual unit. The non-residential properties will remain unchanged from the current per square foot of impervious area approach. Shifting to a square footage-based rate structure would more equitably reflect the characteristics of the Village, resulting in a more fairly funded program that can be easily administered. In addition, the recommended rate structure provides a very simple and transparent method to offer incentives based on decreasing impervious areas to help reduce flooding.

Moreover, in order to avoid periodic jumps in the fees, it is advised that the Village index stormwater fees to the Bureau of Labor Statistics Consumer Price Index (CPI) for inflation (Figure 1: CPI FY2019-2022) using the April year over year figures. Cumulative CPI for the fiscal year 2019 through 2022 is calculated to be 10%.



VILLAGE OF KEY BISCAYNE

Fiscal Year	CPI	Cumulative CPI
2019	3.50%	3.50%
2020	2.20%	5.77%
2021	0.00%	5.77%
2022	4.00%	10.00%

Figure 1

Currently, the stormwater utility fund generates approximately \$1,800,000 revenue. With 10% adjustment, the fund will generate \$1,980,000 in revenues, which will translate to a \$0.011 monthly fee per square foot of impervious area.

I recommend that the current stormwater fee to be increased by 10% to account for the past 4 years cumulative CPI, and index stormwater fee to each year's CPI for the subsequent years.

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

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 29 "STORMWATER UTILITY SYSTEM," SECTIONS 29-2, ENTITLED "DEFINITIONS," 29-3, ENTITLED "FINDINGS AND DETERMINATIONS" AND 29-4, ENTITLED "STORMWATER UTILITY FEE" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE VILLAGE'S STORMWATER UTILITY APPORTIONATE METHODOLOGY FOR ALLOCATING STORMWATER UTILITY FEES AND APPEALS OR ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 403.0893, Florida Statutes, the Florida State Legislature also conferred upon local governments the authority to create stormwater utilities and adopt stormwater utility fees to plan, construct, operate and maintain stormwater management systems; and

WHEREAS, on June 22, 1993, the Village of Key Biscayne (the "Village") adopted Ordinance 93-11, establishing the Village's stormwater utility, which is codified in Chapter 29 of the Village's Code of Ordinances; and

WHEREAS, the Village's current methodology for allocation of stormwater utility fees from properties in the Village uses an Equivalent Residential Unit ("ERU") methodology; and

WHEREAS, the Village has retained Raftelis Financial Consultants, Inc. ("Rate Consultant") to perform a stormwater rate analysis to review the existing rate structure; and

WHEREAS, the Rate Consultant has provided it's 2022 Stormwater Fee Analysis dated March 8, 2022 (the "Stormwater Fee Report") to the Village; and

WHEREAS, the Rate Consultant has determined as provided in the Stormwater Fee Report that because of the wide variability for both single family and multi-family properties, using the actual impervious square feet area instead of a general conversion to an ERU will better capture the large differences in impervious areas for residential properties; and

WHEREAS, the Stormwater Fee Report determined that based on the analysis and the current collection of approximately \$1.9 million in Stormwater Utility Fees, an annual rate per square foot of impervious area of \$0.1237 would need to be imposed in order to collect the same amount from the developed properties in the Village having a total amount of impervious area of 15,516,179 square feet; and

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.

WHEREAS, the Village Council desires to update the current methodology as provided in the Stormwater Fee Report and provide procedures for adjustment to the Stormwater Utility Fee; and

WHEREAS, the Village Council finds that based upon the findings set forth in the Stormwater Fee Report, which is incorporated herein by reference, is in the best interest of the Village, that the Stormwater Utility Fee allocation methodology be amended to provide that all stormwater utility fees shall be allocated based upon impervious square feet.

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

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

Section 2. Amending Section 29-2 of the Village Code. That Section 29-2, "Definitions" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

Sec. 29-2. Definitions.

The following, when used in this chapter, shall have the meanings ascribed in this section, except where the context clearly indicates a different meaning:

Annual Assessment Resolution shall mean the resolution which determines the Stormwater Utility Fee in any Fiscal Year, provided that such Rate Per Impervious Area does not exceed the Maximum Rate established by an Initial Rate Resolution.

Developed Property shall mean any parcel of land that contains an impervious area.

Dwelling shall mean any building that is wholly or partly used or intended to be used for living, sleeping, cooking and eating.

Dwelling Unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities used or intended to be used for living, sleeping, cooking and eating.

ERU shall mean Equivalent Residential Unit.

Final Assessment Resolution shall mean the resolution which shall confirm, modify or repeal the Initial Assessment Resolution and which shall be the final proceedings for the imposition of the Stormwater Utility Fee and Maximum Rate under the Uniform Method of Collection Act.

Impervious Area shall mean the horizontal ground surface that is incapable of being penetrated or retards the entry by rainwater. This shall include, but not be limited to, all structures, roof extensions, slabs, patios, porches, driveways, private sidewalks, parking areas, swimming pools, pool collars, athletic courts and decks.

Initial Assessment Resolution shall mean the resolution that shall be the initial proceedings for the imposition of the Stormwater Utility Fee, including a Maximum Rate under the Uniform Method of Collection Act.

Nonresidential Developed Property shall mean any parcel of land that contains an impervious area and that is not classified as a Residential Developed Property by the Dade County Property Appraiser as land use types 10 through and including 99, as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time.

Residential Developed Property shall mean any parcel of land that contains an impervious area and is classified as either a Single Family Residential Property, or a Multi-family Residential Property by the Dade County Property

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~~Appraiser as land use types 00 through and including 09 as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time.~~

Maximum Rate shall mean the maximum Rate Per Impervious Area that may be imposed on Developed Properties to calculate each Developed Properties Stormwater Utility Fee that is set forth in the Initial Rate Resolution and adopted by the Final Rate Resolution after a public hearing.

Multi-family Residential Property shall mean any Residential Developed Property that contains one or more Dwellings that contains two or more residential Dwelling Units and other common amenities containing Impervious Areas that all the residents of the Dwelling Units have access to.

Rate Per Impervious Area shall mean the amount expressed in dollars and/or cents to be applied per square foot of Impervious Area for Developed Properties to calculate each Developed Properties Stormwater Utility Fee.

Single Family Residential Property shall mean Developed Property that contains a single Dwelling Unit.

Stormwater shall mean the water that results from rainfall.

Stormwater Infrastructure shall mean the structural, nonstructural or natural features of a parcel of land or Watershed which collect, convey, store, absorb, inhibit, treat, use, reuse, or otherwise affect the quantity or quality of stormwater.

Stormwater Management System (or the "System") shall have the meaning specified by F.S. § 403.031(16), as amended from time to time.

Stormwater Utility shall have the meaning specified by F.S. § 403.031(17), as amended from time to time.

Stormwater Utility Fee shall have the meaning specified by F.S. § 403.0893(3), as amended from time to time.

Stormwater Utility Trust Fund shall mean that separate bank account established by the Village for the deposit and use of all Stormwater Utility Fees collected.

Uniform Assessment Collection Act shall mean Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, any applicable regulations promulgated thereunder.

WASAD shall mean Miami Dade Water and Sewer Authority Department.

Watershed shall have the meaning specified by F.S. § 403.031(18), as amended from time to time.

Section 3. Amending Section 29-3 of the Village Code. That Section 29-3, "Findings and determinations" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

Sec. 29-3. Findings and determinations.

It is hereby determined and declared as follows:

- (1) The Village desires to create a Stormwater Management System to maintain and improve water quality, to control flooding that results from rainfall events, to deter unmanaged rainwater from eroding sandy soils, to deter the disruption of the habitat of aquatic plants and animals and to provide for the collection of Stormwater Utility Fees for those expenses connected with the planning, constructing, operating and maintaining of a Stormwater Management System.
- (2) The collection of and disposal of stormwater and regulation of groundwater are of benefit to all property within the Village including property not currently served by the System.

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- (3) The cost of operating and maintaining the System should, to the extent practicable, be allocated in relationship to benefits enjoyed and services received.
- (4) Using a Rate Per Impervious Area on a square foot of Impervious Area basis for each Developed Property captures the unique characteristics of each property and will equitably allocate the cost of the Stormwater Utility System to the Developed Properties with a greater Impervious Area which will benefit the most from the Stormwater Utility System.

Section 4. Amending Section 29-4 of the Village Code. That Section 29-4, "Stormwater Utility Fee" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

Sec. 29-4. Stormwater Utility Fee.

- (a) A Stormwater Utility Fee is hereby assessed against each Developed Property within the Village for services and facilities provided by the Stormwater Management System. ~~The rate-per~~ Rate Per Impervious Area ERU to be used in calculating Stormwater Utility Fees ~~for each Developed Property shall be calculated as the total amount of the cost to provide the services and facility for the Stormwater Management System, including any debt service related to debt incurred by the System divided by the total amount of all Impervious Area calculated for each Developed Property to obtain a Rate Per Impervious Area. Such Rate Per Impervious Area is to be multiplied by each Developed Property's square feet of Impervious Area to determine the amount of the Stormwater Utility Fee for each Developed Property subject to such Stormwater Utility Fee. The Rate Per Impervious Area shall be set by an Initial Assessment Resolution an administrative order of the Village Manager after approval by~~ of the Village Council and confirmed by a Final Assessment Resolution of the Village Council.

The Rate Per Impervious Area may be increased each year so long as the Rate Per Impervious Area does not exceed the Maximum Rate determined by the Initial Assessment Resolution and approved in the Final Assessment Resolution of the Village Council, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code.

The Village Manager or his/her designee is directed to prepare a list of lots and parcels within the Village and to assign a classification of Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit, "place of worship" or Nonresidential Developed Property to each lot or parcel. In addition, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code and Section 197.3632, Florida Statutes, the Village Manager or his/her designee shall annually prepare a Stormwater Utility Fee non-ad valorem assessment roll which sets forth the Impervious Area in square feet for each Developed Property as determined by the Village and the Stormwater Utility Fee for each Developed Property as calculated in accordance with the section 29-4 hereof. Such non-ad valorem assessment roll shall be adopted pursuant to an Annual Assessment Resolution of the Village and certified by the Village Manager or his/her designee to the property appraiser prior to September 15.

If the Stormwater Utility Fee is collected using the Uniform Method of Collection Act, and one of the four criteria listed in Section 197.3632(4)(a)1-4, Florida Statutes applies, including but not limited to exceeding the Maximum Rate, as established by the Final Assessment Resolution, then the Village shall adopt a Final Assessment Resolution or Annual Assessment Resolution, as applicable, that approves a non-ad valorem assessment roll at a public hearing held between January 1 and September 15, after notice has been provided pursuant to Section 197.3632(4)(b), Florida Statutes. Such public hearing shall be held in accordance with Section 197.3632(4)(c), Florida Statutes.

- (b) Impervious Area square feet shall be calculated for all Developed Property within the Village as follows:
 - (1) For each Single Family Residential Property that contains a Dwelling Unit, the amount Impervious Area square feet contained in each parcel.

- (2) For each Multi-family Residential Property Dwelling Unit, first determine the total amount of Impervious Area square feet of the Multi-family Residential Property; then determine the amount of living area square feet, as identified by the Miami-Dade County Property Appraiser, for each Dwelling Unit within the Multi-family Residential Property; and finally apportion the Impervious Area square feet of the Multi-family Residential Property amongst each Dwelling Unit on a pro-rata basis to determine the Impervious Area square feet apportioned to each Dwelling Unit.
- (3) For each Nonresidential Developed Property the amount of Impervious Area square feet contained in each parcel.
- (4) Place of worship shall be exempt from the imposition of Stormwater Utility Fees.

ERUs shall be assigned as follows:

- (1) ~~Single family Dwelling Units: 1.5 ERU.~~
 - (2) ~~Multi family Dwelling Units: 1.0 ERU per Dwelling Unit.~~
 - (3) ~~Place of worship: 0 ERU.~~
 - (4) ~~Nonresidential Developed Properties, excluding places of worship, shall be assigned ERUs on the basis of one ERU per 1083 square feet of Impervious Area.~~
- (c) The following procedures and criteria are to be used to calculate Stormwater Utility Fees:
- (1) Each Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit and Nonresidential Developed Property shall be assessed a Stormwater Utility Fee calculated by multiplying the ~~rate~~ Rate Per Impervious Area, determined as provided in section 29-4(a) above, for one ERU by the number of ERUs Impervious Area square feet determined for each Developed Property as provided in section 29-4(b)(1), (2) and (3)(4), respectively.
 - (2) The Stormwater Utility Fees payable to the Village pursuant to this chapter shall be deposited in a separate Village Stormwater Utility Trust Fund account and shall be used exclusively by the Village, together with accrued interest thereon, to pay for the costs of planning, financing, constructing, operating and maintaining the Stormwater Management System required pursuant to F.S. § 403.0891(3).
- (d) The following procedure and criteria are to be used in appealing Impervious Area calculation or Dwelling Units calculation:
- (1) Any owner of Developed Property disagreeing with the calculation of the Stormwater Utility Fee, as provided in this section 29-4, may appeal such determination to the Village Manager. Any appeal must be filed in writing and shall include the name of the appealing property owner and address of the Developed Property subject to the appeal, a folio number, a survey prepared by a registered surveyor or registered engineer showing for (i) Residential Developed Property; Dwellings, Dwelling Units, total property area, and total Impervious Areas, and (ii) Nonresidential Developed Property; total property area and total Impervious Areas. The Village Manager may request additional information from the appealing party. Based upon the information provided by the Village and the appealing party, the Village Manager shall make a final calculation of the Stormwater Utility Fee and shall notify the Village and the appealing party in writing of the Village Manager's decision.
 - (3) The Village Council may provide for a fee payable by such appealing party associated with the cost of review of the appeal.
- (e) The following procedure and criteria are to be used when an owner of a Developed Property has decreased the Impervious Area of the Developed Property:
- (1) Any owner of Developed Property that has reduced the Impervious Area of the Developed Property during any Fiscal Year may apply in writing for an adjustment to the Village's calculation of Impervious Area with the Village Manager. Such application for adjustment to the Impervious Area shall include the

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name of the applicant property owner and address of the Developed Property, a property identification number, a survey prepared by a registered surveyor or registered engineer showing for (i) Residential Developed Property; Dwellings, Dwelling Units, total property area, and total Impervious Areas prior to the decrease and total Impervious Areas after the decrease, and (ii) Nonresidential Developed Property; total property area and total Impervious Areas prior to the decrease and total Impervious Areas after the decrease. The Village Manager may request additional information from the applicant. Based upon the information provided by the applicant, the Village Manager shall make a final calculation of the Stormwater Utility Fee and shall notify the Village and the applicant in writing of the Village Manager's decision as to adjustment of Impervious Area for the Developed Property.

(2) The Village Council may provide for a fee payable by such applicant associated with the cost of review of the application.

(f) The following procedure and criteria are to be used in adjustments to Stormwater Utility Fees:

(1) After the Village has determined the Stormwater Utility Fee based upon Impervious Area, any Developed Property owner may be eligible for an adjustment to the Stormwater Utility Fee when certain criteria are met. It is the property owner's responsibility to provide proof that conditions exist that may qualify a Developed Property for a particular adjustment.

a. The Village may allow adjustment of the Stormwater Utility Fee for a Developed Property that contains a privately maintained retention and/or detention facility upon inspection and approval of such retention and/or detention facility by a certified engineer. French vertical drains are not an acceptable retention and/or detention facilities in determining Stormwater Utility Fee adjustment.

b. The rate of adjustment for a Developed Property that contains a privately maintained retention and/or detention facility is based upon the following determinations:

i. Where the privately maintained retention and/or detention facility is constructed and maintained, which collects and retains 100% of Stormwater on the Developed Property (measured on the basis of a 72-hour 25-year storm event), the Stormwater Utility Fee shall be reduced by fifteen percent.

ii. Where the privately maintained retention and/or detention facility is constructed and maintained, which collects and retains 100% of Stormwater on the Developed Property (measured on the basis of a 72-hour 50-year storm event), the Stormwater Utility Fee shall be reduced by twenty-five percent.

(2) The following conditions must be met in order for a property owner of a Developed Property is to receive the Stormwater Utility Fee adjustment:

a. The owner of the Developed Property containing a privately maintained retention and/or detention facility must apply for a Stormwater Utility Fee adjustment in writing to the Village Manager and provide proof of certification by an engineer of the privately maintained retention and/or detention facility and provide proof of 100% Stormwater retention on the Developed Property. The proof of such Stormwater retention shall be provided to the Village Manager and shall include Hydraulic/Hydrologic calculations, with topographic maps signed and sealed by a certified engineer demonstrating that the conditions are met in either Sub-section (e)(1)(b)(i) or (ii) above for the Developed Property.

b. The Village Manager must agree that based upon the submitted documents for such Developed Property, that the conditions are met in either Sub-section (f)(1)(b)(i) or (ii) above for the Developed Property and such Developed Property has a reduced impact to the Stormwater Utility System.

- c. The property owner of a Developed Property that has been granted an adjustment as provided above, must certify to the Village each year that such privately owned retention and/or detention facility has been maintained and the Developed Property continues to qualify for such adjustment. If it is determined by the Village that such privately owned retention and/or detention facility has not been maintained and no longer qualifies for such adjustment, the property owner of such Developed Property shall re-apply for such adjustment.
- (3) The Village Council may provide for a fee payable by such applicant associated with the cost of review of the application.

Section 5. **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 6. **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 7. **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 8. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022.

MICHAEL W. DAVEY
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

March 8, 2022

Mr. Jake Ozyman
Director of Public Works
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149

Subject: **2022 Stormwater Fee Analysis**

Dear Jake:

The Village of Key Biscayne (Village) hired Raftelis Financial Consultants, Inc. (Raftelis) to perform a stormwater rate analysis. The focus of the analysis was to review the existing fee structure, digitize residential (single-family and multi-family) properties throughout the Village to evaluate the impervious area characteristics, and identify alternative fee structures on a Fiscal Year 2022 revenue neutral basis. Raftelis worked closely with Village staff throughout the study to obtain the necessary data and to identify viable alternative fee structures. This letter report summarizes the project approach and process used by Raftelis, along with the findings and conclusions of the analysis.

Existing Fee Structure

The Village currently charges the stormwater fee on the annual property tax bills as a special non-ad valorem assessment. Historically, the fee level is updated from time-to-time based on review by Village staff of the necessary revenue requirements to construct, operate, and maintain the stormwater system. The existing method of applying the fee structure was established in 1993 by Ordinance No. 93-11. The Village's method of apportioning the stormwater costs to individual properties is based on estimates of impervious area. This apportionment method is used by approximately 70% of Florida's stormwater utilities^[1]. Using impervious area to link stormwater fees charged to the benefits received from stormwater service is considered to be a valid method, as the amount of a property's impervious area is highly correlated to stormwater runoff and thus the need for stormwater drainage facilities.

The basis of the Village's stormwater rates is a conversion to an equivalent residential unit (ERU) for all property types, with 1,083 square feet of impervious area representing one (1) ERU. The current billing method includes three rate classifications, i.e., single-family residential, multi-family residential and non-residential / commercial. Single-family and multi-family parcels are assessed the stormwater fee per dwelling unit. Under the current rate structure, a multi-family unit represents one (1) ERU or 1,083 square feet, while a single-family unit represents 1.5 ERUs or approximately 1,625 square feet. For billing purposes each multi-family unit, or condo unit, in the Village is assigned a parcel number and a non-ad valorem assessment amount for each property individually. The following table illustrates the current fee structure and monthly amount that is charged to each customer class:

[1] As reported in the Florida Stormwater Association's 2020 Stormwater Utility Survey.

Description	ERU Determination	Fee Amount
Single-family Unit	1.5 ERUs per Unit	\$25.35
Multi-family Unit	1.0 ERU per Unit	\$16.90
Nonresidential properties	1.0 ERU per 1,083 square feet of impervious area	\$16.90 per ERU

As demonstrated in the table above, all single-family units and multi-family units are billed equally based on an assumed ERU value for each rate classification and non-residential / commercial properties fees vary based on measured impervious area specific to such properties. A major objective of the 2022 Stormwater Fee Analysis is to evaluate the validity of impervious area ERU factors and how they are currently being applied. As will be discussed in the following section based on the measurement of properties within the Village undertaken in this analysis these are significant differences from the current ERU relationships used in the stormwater billing and there is also a wide range of variation in the amount of impervious area for each of these residential property types. Therefore, the existing structure does not accurately capture these differences in contributions to managing the stormwater system. Likewise, the multi-family units are all treated the same regardless of the amount of impervious area associated with the amenities and unique layout of each multi-family property that contributes to stormwater runoff. These items will be addressed further in this letter report.

Property Measurement Process and Findings

To measure the impervious area on residential properties in the Village, our team utilized Miami-Dade County parcels that fell within the Village boundary and Florida Department of Transportation (FDOT) 2021 aerial imagery to digitize the impervious area these properties. Impervious area is defined as features that prevent the infiltration of rainwater into the ground. These features include buildings, walkways, private sidewalks, driveways, patios, pool collars, parking lots, tennis courts, and basketball courts. They do not include public sidewalks, public roads (right-of-way), or pool surfaces. Figure 1 below provides a visual illustration of a single-family property, with a light yellow overlay representing the impervious area designations.

Figure 1. Measured impervious area for a large single-family home.

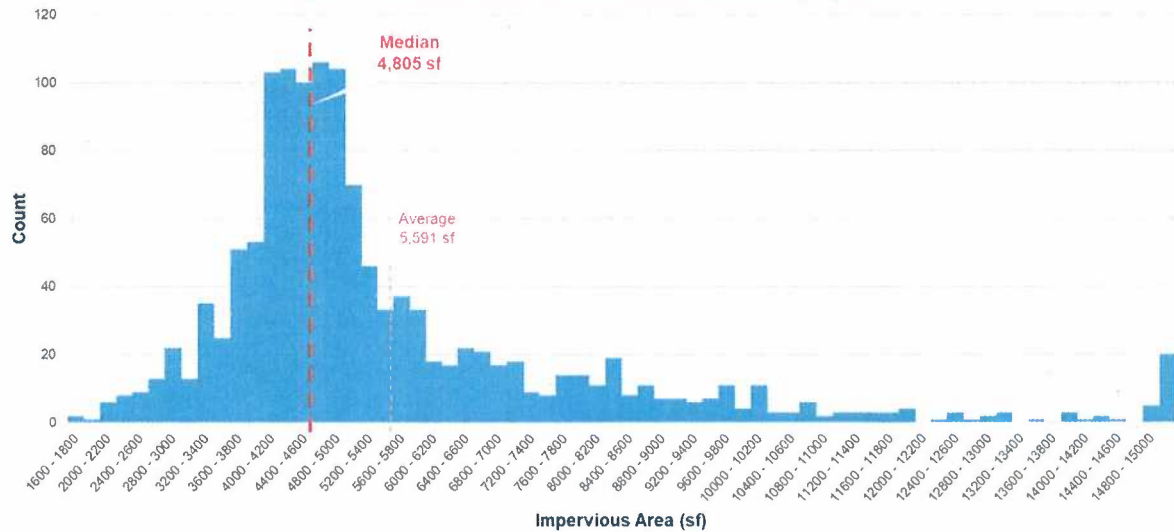


Single-family Results

After the digitization of single-family properties, a distribution graph was prepared to analyze and understand the population of properties in the Village. The distribution of properties, by impervious area measurements is provided in Figure 2 below for the single-family properties. The median impervious area,

representing the middle property in the Village, is 4,805 square feet. The average impervious area is 5,591 square feet. The mean is skewed upwards from the median by the larger properties in the Village. As shown in the graph, most properties fall near the median value, but there is a significant number of large single-family residences that far exceed the median and average values. This wide distribution with many properties over 10,000 square feet, or more than double the median value, lends support for a fee structure adjustment that will better capture the large differences in impervious area. The recommended alternative fee structure to base the charge for each property on the number of square feet of impervious area, charge in per unit increments rather than a flat fee applied to all properties within this class.

Figure 2. Impervious area distribution on single-family properties



Multi-family Results

A good deal of variability also exists within the multi-family class on a development level. This variability is shown in Figure 3 below with two different complexes containing very different amounts of impervious area, number of units, and amounts of common area.

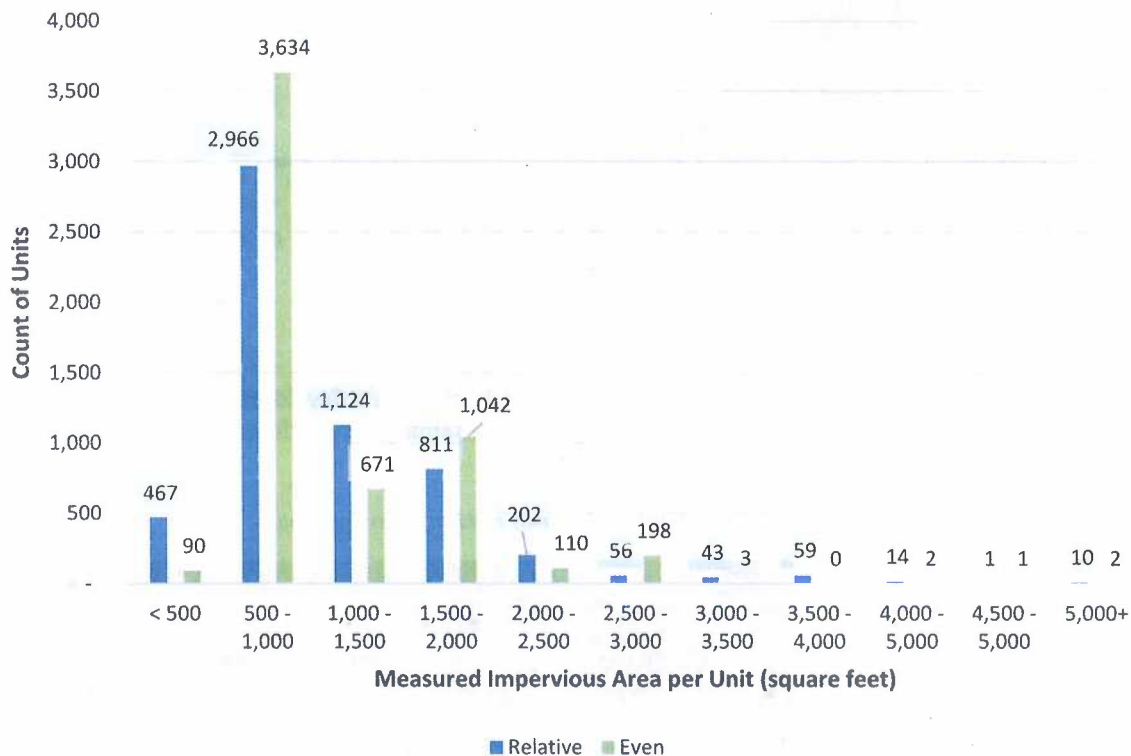
Figure 3. Variability in multi-family residential developments.



To determine the total multi-family impervious area on a development basis, multi-family parcels were grouped by adjacency and common ownership if more than one parcel existed for a single development. The impervious area from those parcels was then allocated amongst the units of that development using the existing municipal tax roll data.

Since the stormwater fee is on the non-ad valorem tax bill, most condo units in the Village receive an individual bill each year. With this approach, two alternate allocation methods were explored. Each of the allocations is based first on the impervious area square feet identified for each condo development and second is an allocation of those square feet to the condo units within the development. Two methods for allocating to units were explored. These were equal and relative allocations. Under an equal allocation, all units in a single development would be assigned the same amount of impervious area using the total impervious area divided by the total number of units. Under a relative allocation, units would be assigned individual impervious area amounts based on the living square footage size associated with the unit, as obtained from the municipal tax roll. Figure 4 below shows the distribution of impervious area on multi-family units in the Village under each method.

Figure 4. Impervious Area Distribution: Equal vs. Relative



Under the relative allocation method, there is a wider distribution of impervious area per unit allocations, which means there is more disparity in the fees charged across the population. For example, there are more units under the relative allocation at 500 square feet or less, but there are also more in the categories above 3,000 square feet. By using the even allocation method, the measured impervious area is evenly split among units in a single development, increasing the number of units that fall in smaller groups, as can be seen in the 500 – 1,000 square feet group above.

Alternative Fee Structures

To identify and evaluate alternate stormwater fee structures there were several items considered in addition to the updated impervious area measurements including, but not limited to: i) identifying the appropriate fee basis (dwelling units, parcel size, impervious area, etc.); ii) the administrative feasibility of each alternative; and iii) customer classes to ensure fair and reasonable charges. Additionally, the Village should review other fee policy issues such as exemptions, affordability policies, and credits for onsite storage / retention, etc. in more detail as they are important for equitable cost recovery for stormwater systems and were largely outside the scope of this analysis.

Relying on the results of the property impervious area measurement / digitization process and the other issues mentioned above, the following subsections discuss the alternate structures considered for each class and the preferred option. The preferred option is based on the consideration of a number of factors including fee equity, support of the stormwater system's goals and objectives, administrative requirements and discussions with Village staff.

Single-family

The existing single-family fee structure is simple and straightforward, based on a uniform 1.5 ERU factor for each parcel. As previously discussed, this structure does not capture all of the variations in properties that contribute to additional runoff. Based on the information developed for single-family impervious area measurements two primary alternatives were identified including creating tiers or charging each parcel based on actual impervious area measurements. Each option requires more data management for Village staff than the single ERU application approach that currently exists. However, the creation of a tier system maintains a level of simplicity for application of the fee and data management for staff related to implementation of the fees from year to year.

Through discussions with staff and review of the data, it was determined the tier approach was not the ideal solution for the Village. The primary factors were large increases in the number of ERUs applied to each tier when trying to keep the number of tiers minimal along with the desire to capture the impacts from the largest properties. Therefore, the preferred approach is to charge each parcel based on the amount of impervious area measured. This allows for the variances of each property to be reflected in the fees paid each year. Any changes to the impervious area of a property will be identified through the building permit process. Staff will be reviewing the appropriate protocols to make sure this information is available each year during the non-ad valorem rate setting and bill file development process.

Multi-family

Similar to single-family, the existing multi-family fee structure is simple and applies a uniform 1.0 ERU to each unit. The multi-family properties in the Village have demonstrated variances in the amount of impervious area influenced by several factors including the density of units (height of buildings versus width) and additional amenities (pool decks, clubhouses, sidewalks, parking lots, etc.). These large variances are not captured by the exiting rate structure. Since each multi-family unit has a parcel number and can be assigned an annual fee amount individually, the two alternatives identified include allocating the impervious area of each multi-family property amongst the units in each property equally or allocating the impervious area to each unit based on the size of the unit.

The first option of allocating the impervious area equally over each unit within the development ensures that the unique characteristics of each property are represented in the fees paid. As an example, a unit with 1,000 square feet of living area on a property with minimal impervious area (on-site retention, small parking lot, not pool decks) could pay a lower fee than a similarly sized unit on a property with significantly more overall impervious area per unit in the development.

The second option of taking the allocation process a step further and reviewing the relative size of each unit as reflected in the tax roll by living square footage size within a complex also captures the unique characteristics of each property and demonstrates that larger units in the property contribute, in part, to the overall amount of impervious area.

Non-residential

Since the non-residential properties are already assessed stormwater fees based on ERUs that equate to impervious area measurements no adjustments or alternatives to this approach were considered.

Recommended Fee Structure and Examples

As discussed, the preferred alternative for each customer class is based on the unique impervious area measurements for each property. As such, the Village can transition the basis of the fees away from ERUs and use impervious area square feet instead. The existing stormwater fees generate annual revenues of approximately \$1.9 million. The alternative fee structure analysis is designed to also generate \$1.9 million annually, the Village should consider including a contingency to account for changes to impervious area measurements and other offsets that may be identified by the Village to encourage runoff reductions through various types of on-site changes. Based on the analysis the properties in the Village have a total of 15,516,179 square feet of impervious area that serve as the basis for the stormwater fee application. The table below shows the calculation of the fee per square foot of impervious area:

Description	Amount
Multi-family I.A. square feet	6,272,853
Single-family I.A. square feet	7,307,137
Non-residential I.A. square feet	1,936,189
Total I.A. square feet	15,516,179
Annual Revenue	\$1,918,266
Annual Fee per square foot I.A.	\$0.1237
Monthly Fee per square foot I.A.	\$0.0103

Using the rate per square foot of impervious area identified of \$0.0103 per month, the following examples are provided to illustrate how fees may change for a variety of properties throughout the Village:

Description	Existing Monthly Fee	Calculated Monthly Fee
Single-family Examples		
Small – 1,700 sf I.A.	\$25.35	\$17.51
Median – 4,800 sf I.A.	\$25.35	\$49.44
Larger – 22,800 sf I.A.	\$25.35	\$234.84
Multi-family Examples		
Small – 580 sf I.A.	\$16.90	\$5.97
Median – 964 sf I.A.	\$16.90	\$9.93
Larger – 2,770 sf I.A.	\$16.90	\$28.53
Non-residential per 1,000 sf I.A.	\$16.90	\$10.30

As shown in the table above, based on the characteristics of each property the fee calculations will vary. The average / median single-family homes will see increases, while the largest single-family homes will see the largest increases. Many multi-family units will see decreased fees, while some of the larger units will see increased fees. All non-residential properties will see decreases under this alternative approach since the actual impervious areas for residential properties will account for more of the total impervious areas of the Village.

Finally, an illustration of the overall revenue generation is provided in the table below and compares the existing revenues by class to the alternative revenues by class:

Class	Existing Revenue	Calculated Revenue
Multi-family	\$1,147,868.97	\$775,951.92
Single-family	407,830.80	903,892.85
Non-residential	362,566.14	239,506.58
Total	\$1,918,265.91	\$1,919,351.34

Findings and Conclusions

As stated above, the most direct cost driver for stormwater costs is impervious area. To more equitably fund the stormwater program, the Village's existing structure should be updated to utilize impervious area measurements for all properties and charge accordingly. Many jurisdictions utilize an ERU because it is not feasible to measure and maintain the impervious area on all properties. Since the Village has obtained the measurements for all single-family and multi-family properties through this study, this data is largely developed, and the Village should be able to manage the stormwater roll and any impervious area changes from year-to-year without creating significant challenges for staff it is reasonable for the fees to be based on the per square foot of impervious area for each property. By designing fees based on a per square foot basis it also results in a more understandable charge basis compared to using ERU factors. The proposed billing method of charging per square foot of impervious area will also have the benefit of creating a simple way of providing an incentive for property owners to reduce their impervious area, which can help mitigate stormwater runoff and contributions to flood events from the property.

Further support for charging based on each properties number of square feet comes from the high variability in the impervious area for single-family housing in the Village. Impervious area measurements on single-family homes ranged from approximately 1,600 square feet to over 25,000 square feet. Applying a single charge to all single-family homes does not correlate well with the cost driver of impervious area and reduces the equitability in the fee system.

Multi-family properties also exhibit high variability but are different when compared to single-family properties because they contain shared common impervious area that must be allocated amongst the units. Both approaches of allocation discussed above, of equal and relative methods, have pros and cons associated with them. Through discussions with staff, and based on research they performed, many of the HOAs for the condos assign their monthly / quarterly dues based on the size of each unit, which is a similar approach to the relative allocation method presented. The relative allocation method may be slightly more challenging to maintain as any unit combinations or splits need to be tracked based on the square footage as opposed to just unit counts. The most prevalent "pro" for the equal allocation method is that all common areas are allocated equal to all units.

Therefore, it is concluded that the Village should update the stormwater application basis to transition from a per unit / ERU approach to a per square foot of impervious area approach for all properties. For single-family properties the annual charge will be based on the impervious area measurement. For multi-family units, the charge will be based on the relative allocation method, which would allocate the multi-family complexes on the square feet of living space in each individual unit. The non-residential properties will continue to be assessed using the per square foot of impervious area approach without the need to convert such square feet to ERUs.

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Based on the findings for alternative fee applications to all properties, the overall revenue collections by property type will shift, where single-family properties generally pay more and multi-family and non-residential properties generally pay less. In total, single-family properties contain the most impervious area, but currently pay less than the multi-family class. Non-residential properties and single-family residential properties currently contribute similar amounts of revenue to the program despite single-family properties containing far more impervious area on a total basis. Shifting to a square footage-based rate structure would more equitably reflect the characteristics of the Village, resulting in a more fairly funded program.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Henry L. Thomas
Vice President



Joe Williams
Manager



VILLAGE OF KEY BISCAINE

Village Council

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: April 12, 2022
TO: Honorable Mayor Davey and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Budget Amendment II Ordinance

RECOMMENDATION

I recommended that the Village Council approve the attached ordinance.

BACKGROUND

On September 26, 2021, the Village Council passed and adopted Ordinance No. 2021-07 approving the Fiscal Year 2021-2022 Budget. Upon periodic review and analysis of current budgetary commitments, obligations, and based upon the projected needs and requirements of the Village, it is deemed necessary to adjust, amend, and implement the Fiscal Year 2021-2022 Budget. The amended budget INVESTS the surplus of \$3,080,032 million dollars from FY 21, by appropriating \$471,000 for new projects in Amendment I, \$1,668,000 for operational expenditures and capital projects in Amendment II, while replenishing the emergency fund by \$246,589 to return it back to \$4 million. The remaining balance of \$694,443 will be moved to working capital assigned fund. Exhibits will be supplied at 2nd reading (of 2nd budget amendment) as they are contingent on the results of the 2nd reading of the 1st Budget Amendment A description of each amended line item is provided below:

Exhibit A

Operational Expenditures		
Department	Description	Amount
Police	Ventilation System	10,000
Public Works	USACE CRSM Match	500,000
Public Works	Seawall Design & Ordinance Prep.	50,000
Public Works	Maintenance & Repairs	75,000
Public Works	East Enid Streetlights	50,000
Community Center	Basketball Systems	28,000
Total Operations		713,000
Capital Improvement Plan		
Resilient & Sustainable Infrastructure Integration & Implementation Plan		575,000
Splash Pad		45,000
Sands Condominium Public Beach Access		40,000
Community Center Pool Deck		245,000
Hampton Park Improvements		50,000
Total CIP		955,000
Grand Total - Amendment II		1,668,000



VILLAGE OF KEY BISCAINE

Operational Expenditures

Police – Ventilation System in Evidence Room -\$10,000

In two separate audits conducted by the Florida Department of Law Enforcement and another by the Commission for Florida Accreditation, it was discovered and brought to the Department's attention that fumes and odors emanating from the drug and firearm areas are extremely hazardous to employees working in those areas. Both entities independently recommended the installation of a ventilation system. Air quality in law enforcement property rooms (specifically drug storage areas) is a critical concern since decaying plant material (particularly when stored in plastic) provides the ideal environment for unhealthy growth of organisms (like mold).

Public Works – US Army Corps of Engineers (USACE) Coastal Storm Risk Management (CSRM) Back-Bay Study \$500,000

The Village of Key Biscayne was included as part of the Miami-Dade County CSRM Recommended Plan on February 17, 2022. As part the decision to include the Village, USACE now requires that a back-bay study be performed to provide a full assessment of both our ocean and bayside shorelines to ensure we are protected from sea-level rise, storm-surge, and other environmental changes. While the project scope and cost of the back-bay modelling and assessment are still being developed, USACE has estimated that the study will cost between \$2M and \$3M. The project will be a 50/50 split between federal funding and local sponsor funding. The local sponsor, Miami-Dade County, has agreed to fund 50% of the local funding portion, leaving the Village required to fund 25% of the project. With the waiver request on the fast track to meet USACE's timeline to get the project into the Water Resources Development Act, they have asked for a commitment of funding. At this point, it is sufficient to commit \$500,000 to the project, as the Village's portion, to keep the project waiver process in motion.

Public Works – Seawall Design & Ordinance \$50,000

Consulting services relative to the development of design criteria in support of the Key Biscayne Seawall Design Criteria. This effort will develop minimum criteria for new seawalls to be designed and constructed within the Village, as the Village addresses its bayside shoreline protection options. Improved and elevated seawalls and the incorporation of living shoreline techniques are part of the equation and will facilitate overall resiliency and coastal defense throughout the Village. The results of this Project are anticipated to provide a technical basis and justification for Village code revisions.

Public Works – Maintenance & Repairs \$75,000

Funds maintenance and repair projects in the Public Works Department for curbs, pavers, traffic circles and power washing along the Village right-of-way. It also includes funding for litter control.

Public Works East Enid Streetlights - \$50,000



VILLAGE OF KEY BISCAINE

As a result of a security incident, the Village is partnering with Florida Power & Light for the installation 17 Holophane 58 W 3K LED streetlights along East Enid at a cost of approximately \$16,300. The additional funding includes a service agreement with FP&L for the continued service and maintenance of the lights.

Community Center – Basketball System \$28,000

Installation of new equipment controller, backboards, rims, edge pads and electric height adjusters which will replace the original 2004 equipment which are no longer in production.

Capital Improvement Plan

Public Works – Resilient & Sustainable Infrastructure Integration & Implementation Plan \$575,000

The Village is embarking on a comprehensive infrastructure improvement program to mitigate projected environmental changes and to make the Village a stronger, more resilient and sustainable community. This is a ten-to-fifteen-year program which through five lines of effort will protect our shorelines, upgrade stormwater systems, underground utilities, improve roadways, and modify laws, policies, regulations and standards. To guide the infrastructure improvement initiative, the Village envisions a three-step process, beginning with a program strategy to design and frame the effort. Concurrently, the program manager will assist in developing an integration and implementation plan which will guide the program for its entire life cycle. Once the implementation plan is completed, the program manager will oversee the design and construction of the infrastructure upgrades, working as an extension of the Village staff. The plan will also directly support and complement the USACE Coastal Storm Risk Management project(s) to protect the Village's oceanside and bay shorelines. We anticipate that this initiative will span the next ten to fifteen years and be funded through a mix of approved capital and bond funds, state and federal grants, and pilot program matching funds.

Splash Pad \$45,000

The splash pad is originally budgeted in the FY 22 CIP plan for \$150,000 to replace the existing splashpad located at the Village Green. The additional \$45,000 is due to increased project costs. The project includes demolishing the existing splash pad, excavation, furnishing in installing new lines, and the installation of a new 6" 35,000 PSI concrete pad and features.

Sands Condominium Public Beach Access \$40,000

The public beach access project is originally budgeted in the FY 22 CIP plan for \$70,000. The additional \$40,000 is due to the enhanced design by using decorative pavers and landscaping instead of asphaltic concrete. The scope of the project includes furnishing and installing approximately 580 linear feet of brick paver walkway and associated improvements for the purpose of providing beach access to the public.



VILLAGE OF KEY BISCAINE

Community Center Pool Deck - \$245,000

The pool deck resurfacing at the Community Center was originally budgeted for \$80,000 in the FY 21 operational budget. The resurfacing was not complete at year end and the increased cost is due to engineer's recommendation to remove and replace the entire pool deck. Resurfacing the existing deck will not address the shrinkage, distress, and settlement cracks that currently exist. The surface applied would succumb to the existing cracks. The cracks are significant enough that repairs would be costly and not address the underlying issue causing the damages to the surface. This project was initially delayed due to the prospect of expanding the community center. Each time this has been bid the project cost has increased substantially. This is to be expected if we do not proceed now.

Hampton Park Improvements - \$50,000

The Hampton Park drainage improvements and beautification were originally budgeted in the FY 22 CIP plan for \$50,000 from a FRDAP grant. The additional \$50,000 will sod the grass, improve the trails and lighting, repair to the coral rock pergola, improve the bocce/petanque court and provide additional landscaping

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2021-07 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2021-2022 BY REVISING THE 2021-2022 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 2); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes, on September 22, 2021, the Village Council of the Village of Key Biscayne (the “Village”) adopted Ordinance No. 2021-07 approving the Fiscal Year 2021-2022 Budget; and

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Village and upon the recommendations of the Village Manager, it is deemed necessary to adjust, amend and implement the Fiscal Year 2021-2022 Budget in accordance with Exhibit “A,” attached hereto; 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.

Section 2. **Amending Ordinance No. 2021-07.** That the Village Council hereby authorizes the amendment of Ordinance No. 2021-07, which Ordinance adopted a budget for the 2021-2022 fiscal year, by revising the 2021-2022 Budget (Budget Amendment No. 2) in

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.

accordance with Exhibit "A," which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. **Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to implement the purpose of this Ordinance.

Section 4. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022

MICHAEL W. DAVEY
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

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: March 8, 2022
TO: Honorable Mayor Davey and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: FY21 Budget Amendment Ordinance

RECOMMENDATION

I recommended that the Village Council approve proposed ordinance for the amendment of the FY21 budget.

BACKGROUND

On September 26, 2021, the Village Council passed and adopted Ordinance No. 2021-07 approving the Fiscal Year 2021-2022 Budget. Upon periodic review and analysis of current budgetary commitments, obligations, and based upon the projected needs and requirements of the Village, it is deemed necessary to adjust, amend, and implement the Fiscal Year 2021-2022 Budget as set forth in "Exhibit A". A description of each amended line item is provided below:

Department / Fund	Description	2021		2022	Notes
		Budget	Actual	Amendment	
Council Initiatives	Urban Planner - DPZ	165,000	42,000	123,000	Carryforward of unspent 2021 Funds
Police	Security Cameras	-	-	125,000	To enhance Village-Wide safety
CIP	Fleet	300,000	25,000	275,000	Fleet purchase in Reso xx - delayed until Fall 2021
CIP	Fire Engine	750,000	680,000	70,000	To equip the fire engine once received
CIP	Paradise Park	1,186,000	110,000	1,076,000	Carryforward of unspent 2021 Funds
CIP	Paradise Park			148,000	Increased cost due to remediation. Taken from K-8 SW Project
CIP	K-8 Stormwater Project			(148,000)	Decrease to fund increase costs of Paradise Park
CIP	Utility Undergrounding	500,000	178,000	322,000	Carryforward of unspent 2021 Funds for Village-Wide survey
CIP	Mast Solar Energy	40,000	-	40,000	Carryforward of unspent 2021 Funds
CIP	Grandon Blvd.-Complete St.	787,000	-	787,000	Carryforward of unspent 2021 Funds
CIP	St. Agnes Field Improvements	100,000	39,000	61,000	Carryforward of unspent 2021 Funds
CIP	IT Masterplan			50,000	Village-wide assessment and master plan
CIP	Rickenbacker Causeway Plan			175,000	Professional Services to develop concept plan
Stormwater	Bond Proceeds			(18,830,826)	The Village will not be issuing SW Debt in FY 22
Stormwater	Principal Expense			(362,944)	The Village will not be issuing SW Debt in FY 22
Stormwater	Interest Expense			(655,930)	The Village will not be issuing SW Debt in FY 22

ORDINANCE NO. 2022-_____

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE,
FLORIDA, AMENDING ORDINANCE NO. 2021-07 WHICH
ADOPTED THE BUDGET FOR FISCAL YEAR 2021-2022 BY
REVISING THE 2021-2022 FISCAL YEAR BUDGET;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, in accordance with Section 200.065, Florida Statutes, on September 22, 2021, the Village Council of the Village of Key Biscayne (the "Village") adopted Ordinance No. 2021-07 approving the Fiscal Year 2021-2022 Budget; and

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Village and upon the recommendations of the Village Manager, it is deemed necessary to adjust, amend and implement the Fiscal Year 2021-2022 Budget as set forth in Exhibit "A," attached hereto; 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.

Section 2. **Amending Ordinance No. 2021-07.** That the Village Council hereby authorizes the amendment of Ordinance No. 2021-07, which Ordinance adopted a budget for the 2021-2022 fiscal year, by revising the 2021-2022 Budget as set forth in Exhibit "A," which exhibit is deemed incorporated by reference as though set forth in full herein.

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 3. **Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to implement the purpose of this Ordinance.

Section 4. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022

MICHAEL W. DAVEY
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

EXHIBIT A

Village of Key Biscayne General Fund FY2022 Budget Consolidated Summary

	FY2019 Actual	FY2020 Actual	FY2021 Amended Budget	FY2022 Adopted	FY 2022 Amendment	FY 2022 Amended
Non-Spendable	914,616	1,289,443	588,364	588,364		588,364
Restricted	1,254,841	869,868	214,093	214,093		214,093
Committed	4,090,000	4,000,000	4,000,000	4,000,000		4,000,000
Assigned	10,962,611	8,948,193	10,381,551	10,381,551		10,381,551
Total Beginning Fund Balance	17,222,068	15,107,504	15,184,008	15,184,008	-	15,184,008
Operating Revenues						
Property Taxes	25,400,645	25,532,172	24,953,204	25,130,245		25,130,245
Utility Taxes	2,128,389	2,224,417	2,127,596	2,382,768		2,382,768
Communication Services Tax	681,648	651,615	600,000	620,000		620,000
Franchise Fees	192,753	837,835	1,189,629	1,224,000		1,224,000
Licenses & Permits	1,658,676	1,251,238	1,548,458	1,800,000		1,800,000
Intergovernmental	2,006,651	1,846,525	1,812,908	1,879,089		1,879,089
Charges for Services	3,155,092	3,095,796	1,784,756	2,350,000		2,350,000
Interest Income	146,174	193,369	22,518	20,000		20,000
Contributions	4,700	1,150	-	-		-
Miscellaneous Revenue	257,811	120,614	112,238	99,908		99,908
Total Revenues	35,632,539	35,754,731	34,151,307	35,506,010	-	35,506,010
Operating Expenditures						
Council	130,491	102,296	78,984	22,984		22,984
Council Initiatives	99,547	84,988	243,800	37,800	123,000	160,800
Clerk	387,395	364,561	386,956	407,309		407,309
Administration	2,164,653	2,665,805	2,509,084	2,850,436		2,850,436
Attorney	654,133	542,687	590,000	590,000		590,000
Debt Service	4,259,117	4,152,212	3,313,326	2,051,917		2,051,917
Planning, Zoning & Code	658,106	532,349	456,021	550,976		550,976
Building Division	1,788,741	1,804,410	1,553,401	1,756,006		1,756,006
Public Works	2,094,389	2,187,424	3,027,500	3,455,151		3,455,151
Police	7,682,898	8,576,831	8,240,862	8,932,062	125,000	9,057,062
Fire Rescue	8,210,230	8,866,498	8,691,335	8,910,504		8,910,504
Parks & Recreation	1,567,683	1,178,303	1,605,388	1,802,111		1,802,111
Community Center	2,881,563	2,249,502	2,952,420	3,111,013		3,111,013
Athletic Division	563,859	474,720	544,865	577,709		577,709
Community Groups	120,085	138,636	198,730	198,730		198,730
Total Operating Expenditures	33,262,890	33,921,222	34,392,672	35,264,708	248,000	35,502,708
Other Sources / (Uses)						
Transfer In from Fund Balance			1,615,897	-		-
Transfer to PROS Land Trust	(254,006)	(255,322)	(249,532)	(251,302)		(251,302)
Grant Revenue	62,174	323,185	-	3,316,983		3,316,983
Transfer to Capital Improve. Fund	(4,292,381)	(208,971)	(1,125,000)	(3,316,983)		(3,316,983)
Total Other Sources / (Uses)	(4,484,213)	(141,108)	241,365	(251,302)	-	(251,302)
Change in Fund Balance	(2,114,564)	1,692,401	-	-	(248,000)	(248,000)
Remaining Resources	15,107,504	16,799,905	15,184,008	15,184,008		14,936,008
Non-Spendable	1,289,443	588,364	588,364	588,364		588,364
Restricted	869,868	214,093	214,093	214,093		214,093
Committed	4,000,000	3,378,792	4,000,000	4,000,000		4,000,000
Assigned	8,948,193	12,618,656	10,381,551	10,381,551	(248,000)	10,133,551
Total Ending Fund Balance	15,107,504	16,799,905	15,184,008	15,184,008	(248,000)	14,936,008

EXHIBIT A

Council Initiatives Fiscal Year 2021-2022

Description	FY2019 Actual	FY2020 Actual	FY2021 YTD 5/30	FY2021 Amended Budget	FY2022 Adopted	FY 2022 Amendment	FY 2022 Amended
Discretionary							
(31.215) VISION	-	-	-	165,000	-	123,000	123,000
(48.101) ART IN PUBLIC PLACES	17,900	8,600	-	35,000	-	-	-
(48.202) EDUCATION	81,647	76,388	-	43,800	37,800	-	37,800
Grand Total	99,547	84,988	-	243,800	37,800	123,000	160,800

EXHIBIT A

Police Fiscal Year 2021-2022

Description	FY2019 Actual	FY2020 Actual	FY2021 YTD 6/30	FY2021 Budget	FY2022 Adopted	FY 2022 Amendment	FY 2022 Amended
Non-Discretionary (Personnel)							
(12.000) REGULAR SALARIES	3,917,185	4,213,526	3,017,116	4,268,340	4,542,000		4,542,000
(14.000) OVERTIME	432,605	368,433	400,770	342,354	334,000		334,000
(15.000) SPECIAL PAY	542,702	344,419	409,268	422,906	413,000		413,000
(21.000) PAYROLL TAXES	355,142	367,361	275,349	377,489	397,000		397,000
(22.000) RETIREMENT CONTRIBUTIONS	658,678	1,144,082	364,887	699,431	777,000		777,000
(23.000) LIFE AND HEALTH INSURANCE	432,726	609,472	240,567	558,281	621,000		621,000
(24.000) WORKERS' COMPENSATION	146,221	145,032	90,093	146,689	80,000		80,000
Subtotal	6,485,259	7,192,325	4,798,050	6,815,490	7,164,000	-	7,164,000
Discretionary							
(31.000) PROFESSIONAL SERVICES	8,463	12,085	4,630	33,675	112,295		112,295
(33.000) COURT REPORTER SERVICES	500	-		1,000	1,000		1,000
(34.000) CONTRACT SERVICES	264,954	160,827	199,976	228,120	257,466		257,466
(35.000) INVESTIGATIONS	1,755	(1,490)	3,012	3,000	3,000		3,000
(40.000) TRAVEL & PER DIEM	17,156	13,094	3,534	24,780	51,805		51,805
(41.000) COMMUNICATIONS	82,767	61,218	53,997	78,750	76,825		76,825
(42.000) FREIGHT & POSTAGE SERVICES	805	1,890	87	1,604	1,604		1,604
(43.000) UTILITY SERVICES	42,130	40,560	32,919	41,801	47,236		47,236
(44.000) RENTALS & LEASES	15,018	31,252	41,035	43,225	29,797		29,797
(45.000) PROPERTY & LIABILITY INSURANCE	116,460	143,841	134,767	132,200	116,106		116,106
(46.000) REPAIR & MAINTENANCE SERVICES	182,473	131,398	100,386	188,944	197,194		197,194
(47.000) PRINTING & BINDING	1,755	8,162	3,644	15,000	13,500		13,500
(48.000) PROMOTIONAL ACTIVITIES	17,102	23,218	7,686	13,455	34,455		34,455
(51.000) OFFICE SUPPLIES	11,954	12,792	9,046	15,000	14,500		14,500
(52.000) OPERATING SUPPLIES	227,164	199,396	208,503	214,760	270,601		270,601
(54.000) SUBSCRIPTIONS & MEMBERSHIPS	146,289	169,539	11,000	293,717	355,998		355,998
(55.000) TRAINING	34,652	30,534	12,870	66,341	64,680		64,680
(64.000) CAPITAL OUTLAY	26,242	205,650	47,328	30,000	120,000	125,000	245,000
(91.000) CONTINGENCIES / EMERGENCIES		140,540			-		-
Subtotal	1,197,639	1,384,506	874,420	1,425,372	1,768,062	125,000	1,893,062
Grand Total	7,682,898	8,576,831	5,672,470	8,240,862	8,932,062	125,000	9,057,062

EXHIBIT A

Village of Key Biscayne Adopted Stormwater Enterprise Fund Budget Fiscal Year 2022

Revenues

344.00300 STORMWATER FEES
361.00300 INTEREST INCOME
384.00384 BOND PROCEEDS STORMWATER UTILITY

Total Revenues

FY2019 Actual	FY2020 Actual	FY2021 Adopted	FY2021 YTD 06/30/21	FY2022 Adopted	FY2022 Amendment	FY2022 Amended
934,959	1,563,529	1,776,422	906,405	1,821,903		1,821,903
22,584	9,540	15,000		5,000		5,000
-		19,028,930		18,830,826	(18,830,826)	-
957,543	1,573,069	20,820,352	906,405	20,657,729	(18,830,826)	1,826,903

Expenditures

538.12000 ALLOCATION OF SALARY + BENEFITS
538.31211 PROFESSIONAL SERVICES
538.34110 OPERATIONS & MAINTENANCE
538.34432 ADMINISTRATIVE EXPENSES
538.46100 STRUCTURAL IMPROVEMENTS
538.63141 APPROPRIATED FOR YEAR 1 MASTERPLAN
538.63144 APPROPRIATED FOR YEARS 2&3 MASTERPLAN
538.71100 PRINCIPAL EXPENSE 2016 UTILITY REFUNDING
538.72100 INTEREST EXPENSE 2016 UTILITY REFUNDING
538.72110 PRINCIPAL EXPENSE NEW STORMWATER BOND
538.72110 INTEREST EXPENSE NEW STORMWATER BOND
TRANSFER OUT TO CIP

Total Expenditures

83,740	101,862	216,857	107,502	336,000		336,000
90,328	22,555	-				
219,518	437,629	455,000	208,469	455,000		455,000
14,147	11,907	28,500	4,384	28,500		28,500
-	33,947	-	84,000			
-		4,170,350	147,385			
-		14,558,580				
-		371,482		380,212		380,212
116,675	108,145	103,781	49,708	94,948		94,948
-		-		362,944	(362,944)	-
-		615,802		655,930	(655,930)	-
		300,000		237,000		237,000
524,408	716,045	20,820,352	601,448	2,550,534	(1,018,874)	1,531,660

Excess (Revenues)/Expenditures

\$433,135	\$857,024	\$0	\$304,957	\$18,107,195	-\$17,811,952	\$295,243
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EXHIBIT A

CAPITAL IMPROVEMENT PROGRAM	Adopted	FY2022 Amendment	Amended
GENERAL SERVICES			
FLEET	300,000	275,000	575,000
FACILITY REPAIRS & RENOVATIONS	150,000		150,000
INFORMATION TECHNOLOGY MASTER-PLAN	-	50,000	50,000
GENERAL SERVICES - TOTAL	450,000	325,000	775,000
PUBLIC SAFETY			
FIRE ENGINE REPLACEMENT	-	70,000	70,000
VESSEL EXCLUSION ZONE IMPROVEMENTS	48,500		48,500
PUBLIC SAFETY - TOTAL	48,500	70,000	118,500
RESILIENCY			
*RESILIENT INFRASTRUCTURE INTEGRATION STRATEGY/ IMPLEMENTATION PLAN	474,000	-	474,000
UTILITY UNDERGROUNDING - VILLAGEWIDE SURVEY	-	322,000	322,000
*UTILITY UNDERGROUNDING PHASE 1	200,000		200,000
STORMWATER INFRASTRUCTURE IMPROVEMENTS	-		-
*Area 1 - K-8 School Central Basin	1,556,130	(148,000)	1,408,130
SHORELINE PROTECTION: BEACH RENOURISHMENT & DUNE RESTORATION (2021) PHASE 1	100,000		100,000
FACILITIES LIGHTING RETROFIT	-		-
Community Center	260,000		260,000
Village Hall	-		-
Fire Station	-		-
FACILITIES SOLAR ENERGY CONVERSION	-		-
Community Center	-		-
Village Hall	-		-
Fire Station	-		-
MAST ACADEMY	-	40,000	40,000
VILLAGE WIDE IRRIGATION RETROFIT	-		-
VILLAGE WIDE EV CHARGING STATIONS	60,000		60,000
RESILIENCY TOTAL	2,650,130	214,000	2,864,130
QUALITY OF LIFE - TRANSPORTATION			
CRANDON BLVD BIKE AND PEDESTRIAN IMPROVEMENTS	900,000	787,000	1,687,000
RICKENBACKER CAUSEWAY CONCEPT PLAN	-	175,000	175,000
Access point at Sands	70,000		70,000
QOL - TRANSPORTATION	970,000	962,000	1,932,000
QUALITY OF LIFE - BEAUTIFICATION			
QOL - BEAUTIFICATION	-	-	-
QUALITY OF LIFE - FACILITIES			
COMMUNITY CENTER ROOF REPLACEMENT	200,000		200,000
COMMUNITY CENTER RTU REPLACEMENT	45,000		45,000
COMMUNITY CENTER SPIN BIKE REPLACEMENT	60,000		60,000
QOL - FACILITIES	305,000	-	305,000
QUALITY OF LIFE - PARKS & OPEN SPACE			
PARADISE PARK - REMEDIATION & CONSTRUCTION	400,000	1,224,000	1,624,000
BEACH PARK IMPROVEMENTS	650,000		650,000
BEACH PARK SEWER EXTENSION	42,000		42,000
LAKE PARK IMPROVEMENTS - CONSTRUCTION	77,000		77,000
HAMPTON PARK IMPROVEMENTS	50,000		50,000
VILLAGE HALL COURT YARD LANDSCAPE/HARDSCAPE IMPROVEMENTS	50,000		50,000
MAST ACADEMY ARTIFICIAL TURF REPLACEMENT	-		-
ST. AGNES LIGHTING REPLACEMENT & LED RETRO-FIT	240,000		240,000
SPLASH PAD REPLACEMENT	150,000		150,000
FIELD IMPROVEMENTS - ST. AGNES	-	61,000	61,000
CALUSA PARK TENNIS COURT SURFACING, NETS & WINDSCREENS REPLACEMENT	60,000		60,000
VILLAGE GREEN INTERIOR SIDEWALK RENOVATION	60,000		60,000
QOL - PARKS & OPEN SPACES	1,779,000	1,285,000	3,064,000
	6,202,630	2,056,000	8,258,630
		2,069,000	

ORDINANCE NO. 2022-__

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE,
FLORIDA, AMENDING ARTICLE II, CHAPTER 26, "GOLF
CARTS," OF THE VILLAGE CODE OF ORDINANCES
RELATING TO GOLF CART AND SLOW MOVING
VEHICLE USE WITHIN THE VILLAGE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne ("Village") desires to amend Article II, Chapter 26 of the Village Code of Ordinances relating to golf carts and slow moving vehicles; and

WHEREAS, the Village has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Sections 316.212 and 316.008, Florida Statutes; and

WHEREAS, golf cart traffic on its streets and roadways of the Village has increased dramatically in recent years; and

WHEREAS, the Village's streets are heavily traveled by various classes and kinds of traffic, inclusive of, but not limited to, golf carts; and

WHEREAS, golf carts frequently stop or stand, obstructing or interfering with the normal flow of traffic; and

WHEREAS, golf carts also park and operate in areas not permitted within the Village and carry more passengers than those for which the golf cart was designed on Village streets; and

WHEREAS, the Village desires to address these issues within the Village; and

WHEREAS, Section 316.008(1)(a) and (g), Florida Statutes, empowers the Village to exercise its police powers to regulate or prohibit stopping, standing, or parking on streets and to restrict the use of streets in its jurisdiction; and

WHEREAS, Section 316.008(1)(n), Florida Statutes, also empowers the Village to prohibit and regulate the use of heavily traveled streets by any class and kind of traffic found to be incompatible with the normal safe movement of traffic; and

WHEREAS, the Village Council hereby 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:¹**

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 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amendment to Article II, of Chapter 26 of the Village Code. That sections 26-22, 26-23, 26-24 and 26-27 and 26-30 of Chapter 26, Article II, of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

ARTICLE II. GOLF CARTS

Sec. 26-22. – Definitions.

~~Slow Moving Vehicles. Any vehicle designed for use and speeds less than 25 miles per hour.~~

Sec. 26-23. - Authorized use.

~~(b) A Permit to use a Golf Cart on a Designated Street does not permit entry onto private property or semi-private property, including retail parking lots, private roads or common areas in condominiums. Access to these areas may be regulated by the property owners and/or property managers.~~

(e) (b) Golf Carts that are intended to be leased for any amount of time or to be sold shall only be stored on property that has a Main Permitted Use of a Motel, Hotel, or a use within the C-1 District involved in the retail sale of Golf Carts. The storage of the Golf Carts shall not occur within ten feet of any property line that faces a street. Golf Carts with signs shall be parked only in a C-1 Light Intensity commercial District, O-1 Low Intensity Office District, or at a hotel or motel.

Sec. 26-24. - Prohibited use.

The operation in the Village of any Golf Cart in the following manner or under the following conditions is prohibited:

(4) In violation of ~~State or County~~ Village traffic regulations not otherwise governed by State or County law;

Sec. 26-27. – Reserved. Slow Moving Vehicles.

~~Golf Carts meeting the definition of Slow Moving Vehicle must also have a "SMV" triangular emblem attached to the Golf Cart pursuant to Metro Dade Ordinance No. 71-94.~~

Section 26-30. Enforcement.

The Village Police Department shall be responsible for enforcing this article. Violations occurring under Section 26-24 shall be enforced as follows:

<u>Article II, Section 26-24</u>	<u>Offense</u>	<u>Penalty</u>
<u>Section 26-24</u> <u>(1) (Without a valid, current driver's license)</u> <u>(3) (Without a valid, current Permit issued by the Village Police Department and affixed the Golf Cart in a conspicuous location)</u> <u>(4) (In violation of Village traffic regulations not otherwise governed by State or County law)</u> <u>(6) (On the beaches, parks, bicycle paths, sidewalks, or swales of Village)</u> <u>(9) (Carrying more passengers than those for which the Golf Cart was designed)</u>	<u>First Offense</u>	<u>\$75.00</u>

<u>Section 26-24</u> <u>(1) (Without a valid, current driver's license)</u> <u>(3) (Without a valid, current Permit issued by the Village Police Department and affixed the Golf Cart in a conspicuous location)</u> <u>(4) (In violation of Village traffic regulations not otherwise governed by State or County law)</u> <u>(6) (On the beaches, parks, bicycle paths, sidewalks, or swales of Village)</u> <u>(9) (Carrying more passengers than those for which the Golf Cart was designed)</u>	<u>Second Offense</u>	<u>\$175.00</u> <u>Notwithstanding the foregoing, with regard to Section 26-24(6), violations for golf carts traveling on bicycle paths or sidewalks shall be penalized pursuant to Chapter 30 of the Miami-Dade County, Florida Code of Ordinances.</u>
<u>Section 26-24</u> <u>(7) (Parking in violation of posted regulations)</u>	<u>Any Offense</u>	<u>Pursuant to Chapter 30 of the Miami-Dade County, Florida Code of Ordinances</u>
<u>Section 26-24</u> <u>(8) (Obstructing or interfering with normal traffic flow)</u>	<u>Any Offense</u>	<u>Pursuant to Chapter 30 of the Miami-Dade County, Florida Code of Ordinances</u>
<u>Section 26-24</u> <u>(2) (During the hours between sunset and sunrise without</u>	<u>Any Offense</u>	<u>Pursuant to Chapter 316 or 318, F.S., as applicable</u>

being equipped with headlights and a windshield)		
(5) (Anywhere on a roadway surface of Crandon Boulevard, except to cross the thoroughfare marked intersections or intersections regulated by a traffic signal or to travel north or south upon Crandon Boulevard pursuant to this subsection (5) shall be subject to authorization from Metro-Dade County pursuant to F.S. § 316.212(1))		

All other offenses under this Article shall be enforced pursuant to Chapter 316, Florida Statutes or the Village Code, as applicable. In addition to the penalties described above, the Village may institute any appropriate action or proceeding to enjoin, prevent, restrain, correct, or abate a violation of this Article.

Section 3. 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 4. 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 5. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2022.

MICHAEL W. DAVEY, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING SECTION 2-105, "CAMPAIGN FINANCE REPORTS," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH CAMPAIGN FINANCE REPORT FILING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 106.0705, Florida Statutes, all candidates for state offices are required to file their campaign treasurer reports electronically with the Florida Department of State; and

WHEREAS, similarly, Chapter 12 of the Miami-Dade County ("County") Code of Ordinances requires all candidates for County office to file campaign treasurer reports electronically with the County Supervisor of Elections; and

WHEREAS, Section 106.07, Florida Statutes, permits municipalities to require the filing of electronic campaign treasurer reports; and

WHEREAS, the Village Council desires to require the electronic filing of campaign finance reports requirements; 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. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Creating Section 2-105, "Campaign Finance Reports" of the Village Code. That the Code of Key Biscayne, Florida, is hereby amended by adding a section to be numbered 2-105, which section reads as follows:

CHAPTER 2 – ADMINISTRATION

Article V. – ELECTIONS

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 ~~double-strikethrough~~ and double underline.

Section 2-105. – Campaign Finance Reports.

- (a) *Electronic reporting.* Candidates for the offices of Councilmember and Mayor shall file their Campaign Treasurer's Reports electronically with the Village Clerk. The Village Clerk shall determine the required format for the Campaign Treasurer's Reports and shall provide copies upon request. For purposes of this section, "Campaign Treasurer's Reports" shall mean the reports required of the campaign treasurers of candidates pursuant to Section 106.07, Florida Statutes, as amended.
- (b) *Electronic posting.* Campaign Treasurer's Reports submitted by candidates for the offices of Councilmember and Mayor shall be posted on the Village's website by the Village Clerk within one business day from the report due date. The Village reserves the right, prior to posting, to review all filings and redact any material that would violate any copyright, trademark, patent, or other proprietary rights of others, or any language, pictures or symbols that would be considered pornography, obscenity, nudity, libelous, or which in any way violates any federal, state or local law.
- (c) *Penalties.* Any violation of this section shall be subject to the penalties provided in Chapter 106, Florida Statutes.
- (d) *Informational materials.* The Village Clerk shall provide informational materials to candidates regarding the Village's electronic filing requirements contained 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.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022.

MICHAEL W. DAVEY
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

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurolo

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: April 12, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Contract Award for RFQ 2022-02; Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting Program Management & Execution

RECOMMENDATION

I recommend that Village Council authorize the Village Manager to negotiate an agreement with Black & Veatch Corporation for the Resilient Infrastructure Program Strategy & Integrated Implementation Plan and Supporting Program Management & Execution project. The contract will be for an initial five (5) year period with two (2) two-year renewal options.

BACKGROUND

The Village is embarking on a comprehensive infrastructure improvement program to mitigate projected environmental changes and to make the Village a stronger, more resilient and sustainable community. The ten-to-fifteen-year program which through five lines of effort will protect our shorelines, upgrade stormwater systems, underground utilities, improve roadways, and modify laws, policies, regulations and standards. To guide the infrastructure improvement initiative, the Village envisions a three-step process, beginning with a program strategy to design and frame the effort. Concurrently, the program manager will assist in developing an integration and implementation plan which will steer the program for its entire life cycle. Once the implementation plan is completed, the program manager will oversee the design and construction of the infrastructure upgrades, working as an extension of the Village staff. The plan will also directly support and complement the USACE Coastal Storm Risk Management project(s) to protect the Village's oceanside and bay shorelines. We anticipate that this initiative will span the next ten to fifteen years and be funded through a mix of approved capital and bond funds, state and federal grants, and pilot program matching funds. See full program strategy at Exhibit A.

The Village issued RFQ 2022-02, Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting Program Management & Execution on December 6, 2021, and received six (6) responses. The results of the procurement process are detailed in the report attached as Exhibit B.

Exhibit A – Presentation - Resilient Infrastructure Integration & Implementation Program, dated 04.03.22

Exhibit B - Evaluation Committee Recommendation to Award for RFQ No. 2022-02, 03.08.22

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BLACK & VEATCH CORPORATION TO PROVIDE PROFESSIONAL ENGINEERING, PROJECT MANAGEMENT, AND RELATED SERVICES FOR THE RESILIENT INFRASTRUCTURE PROGRAM STRATEGY & INTEGRATED IMPLEMENTATION PLAN AND SUPPORTING PROGRAM MANAGEMENT & EXECUTION SERVICES PROJECT; PROVIDING FOR AUTHORIZATION; 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 Program Strategy & Integrated Implementation Plan and Supporting Program Management & Execution Services Project (the "Project"); and

WHEREAS, six sealed proposals were received by the RFQ deadline; and

WHEREAS, after review and evaluation of the proposals and presentations given to the Village, the Evaluation Committee ranked Black & Veatch Corporation (the "Consultant") as the most qualified firm to provide the Services for the Project; and

WHEREAS, the Village Council desires to select the Consultant to perform the Services for the Project and authorize the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens 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 the Consultant for the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate an agreement with the Consultant for the Services. If an agreement cannot be reached with the top-ranked Consultant within 30 days, the Village Manager is authorized to negotiate with the next highest ranked firm 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 _____, 2022.

MICHAEL W. DAVEY
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

Village Council

MEMORANDUM

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Seguro

Village Manager

Steven C. Williamson

DATE: March 8, 2022

TO: Steve Williamson, Village Manager

FROM: Amanda Ashbach, Procurement Officer

RE: Evaluation Committee Recommendation to Award for RFQ No. 2022-02 – Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting Program Management & Execution

RECOMMENDATION

It is recommended that the Village Manager negotiate a contract with Black & Veatch Corporation ("BV"), the highest ranked proposer, for the Resilient Infrastructure Program Strategy & Integrated Implementation Plan and Supporting Program Management & Execution Services.

BACKGROUND

The Village is embarking on a comprehensive infrastructure improvement initiative to mitigate predicted environmental changes and help to make the Village a stronger, more resilient and sustainable community. It is also intended to directly support and complement the USACE Coastal Storm Risk Management (USACE CSRM) plan to protect the Village's oceanside shoreline. It is anticipated that this initiative will span the next ten to fifteen years and be funded through a mix of previously approved capital and bonding funds as well as state and federal grants.

The Village issued RFQ 2022-02, Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting Program Management & Execution on December 6, 2021. The RFQ was advertised in the Miami Daily Business Review and posted to the Village's website.

To qualify for award, prospective Proposers were required to:

1. Be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida for the last five (5) years under its current business name;
2. Possess a minimum of five (5) years of proven professional experience providing architectural, engineering, and/or program management support services, as described in Section 2.0, "Scope of Services";
3. Preferably, have, as of the Response Submission Due Date, a proven track record of qualifications and experience necessary in 1) providing a capital structure and leverage program; 2) recommending sources of matching funds; 3) offering program strategy development services; 4) providing support in reviewing Responses and negotiating contracts; and 5) providing process training and assisting in the preparation of PM/CM



VILLAGE OF KEY BISCAINE

policies and procedures.

4. Employ a team member to serve as the Lead Program Manager, who will be the primary lead for all program management efforts for this Project, who has been practicing as a registered architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as a registered engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida. The Lead Program Manager is PREFERRED to be a Certified Program or Project Manager accredited by a recognized program/project management institute or organization in the United States or equivalent, for a minimum of five (5) years;
5. In addition, prospective proposers were required to provide a team consisting of qualified project managers, construction managers, engineers, Construction Engineering and Inspection ("CEI") Services Specialists and Cost Estimators and Schedulers.

On January 28, 2022, we received six (6) proposals from the following firms:

1. APTIM Environmental & Infrastructure, LLC
2. Black & Veatch Corporation
3. Dynamic Earth, LLC
4. EXP U.S. Services, Inc.
5. Jacobs
6. WSP USA, Inc.

An Evaluation Committee was appointed, comprised of the following members:

1. Hardeep Anand, Director, One Water Strategy, MDWASD
2. Jeremy Calleros-Gauger, Director of Building, Zoning & Planning, Village of Key Biscayne
3. Jennifer Jurado, Deputy Director and Chief Resilience Officer, Broward County
4. Jake Ozyman, Director of Public Works, Village of Key Biscayne
5. Roland Samimy, Chief Resilience and Sustainability Officer, Village of Key Biscayne

Procurement performed a due diligence review of the proposals for responsiveness and found no material defects in the proposals, nor in the Proposers' qualifications. Each Proposer has been in business for more than 5 years, they are appropriately licensed to do the work, and provided the requested certifications and references. Procurement did not find any issues that would indicate any Proposer was incapable of performing the services.

The Evaluation Committee was provided the responsive proposals and met on February 9, 2022 for an initial scoring and ranking of the proposals. At the conclusion of this meeting, the Evaluation Committee established the following ranking and recommended that the top three ranked firms be invited to present and participate in a question and answer session with the evaluation team.



VILLAGE OF KEY BISCAYNE

1. Black & Veatch Corporation
2. Jacobs
3. WSP USA, Inc.
4. APTIM Environmental & Infrastructure, LLC
5. EXP U.S. Services, Inc.
6. Dynamic Earth, LLC

Presentations were held on February 22nd, 23rd and 24th. The evaluation team met again on March 2, 2022, for the final ranking:

1. Black & Veatch Corporation
2. Jacobs
3. WSP USA, Inc.

Based on the Evaluation Committee's established ranking, it is recommended that the Village Manager proceed to negotiate a contract with Black & Veatch Corporation. In the event an agreement cannot be reached with the top-ranked Proposer, it is further recommended that the Village Manager terminate negotiations, and instead, proceed with negotiations with each of the next highest-ranked Proposers in order until an agreement can be reached.



Concur



Reject


Steven C. Williamson, Village Manager

Building a Stronger and More Resilient Village of Key Biscayne

- Resilient Infrastructure Integration & Implementation Program -



US Army Corps
of Engineers®



Key Biscayne - Who We Are

Key Biscayne is a vibrant, residential community on a seven-mile-long, two-mile-wide barrier island only minutes from downtown Miami. It is on the southernmost barrier island in the United States and the community enjoys a high quality of life, a thriving commercial district, and an increasingly resilient environment. Incorporated in 1991, the Village of Key Biscayne celebrated its 30th anniversary in 2021.

The diverse, active and highly engaged population has a median household income of \$151,410; while the average home value ranges above \$1.2M.

Key Biscayne is a safe, active and engaging community with a strong sense of pride and place



15,000 residents – 20% growth from 2010 to 2020



1,300 single family homes/duplexes



7,500 condominium units



1,000+ business and professional licenses



7,000,000+ visitors per year



Our Vision for the Future



Elevating our Island Paradise

Our vision for Key Biscayne has been thoughtfully coined “**Elevating our Island Paradise.**” We will continue to build a vibrant community with a high quality of life, a strong sense of place, a thriving commercial district and a resilient environment.

Working together, our residents and the Village are **united to enhance our infrastructure and are committed to build a stronger, more resilient future for the next 30-50 years.**



What Are Our Risks?

Threats

- Changing environment: storm surge, sea-level rise, flooding, heat...
- Increase in insurance rates
- Decrease in investment



Vulnerabilities

- Shoreline protection
- Boundary exposure
- Aging public infrastructure
- Aging commercial and residential properties
- Roadway mobility
- Access to evacuation routes
- Fragmented past planning, design and construction
- Inconsistent and restrictive regulations and ordinances

Financial Impacts

- Depreciated property values
- Increased insurance
- Reduced insurability
- Degradation of economic activity
- Decreased public investment and O&M funding



Not taking action now will magnify these threats and vulnerabilities!

The Village of Key Biscayne's Commitment

The Village of Key Biscayne, through ***deliberate action, substantial investment and partner engagement***, is dedicated to ***safeguarding our residents, property and way of life*** from the projected storm surge, sea-level rise and related environment changes confronting the island in the coming decades.



Our Commitment – Actions Completed

- ✓ Access to **\$100M Resilience Infrastructure** General Obligation Bond
- ✓ Contracted A-E firm to develop design criteria for the **most vulnerable stormwater basins**
- ✓ Completed **Utility Undergrounding Master Plan**
- ✓ Completed **detailed LiDAR Survey** of entire village
- ✓ Completed **Key Biscayne Beach Management Feasibility Study**
- ✓ Completed an **initial sea-level rise related vulnerability assessment**
- ✓ Completed **hydraulic and hydrologic analysis** of existing stormwater system
- ✓ **Eliminated two repetitive loss properties** opening space for future stormwater pump stations
- ✓ Installed **backflow preventers** on all existing stormwater outfalls
- ✓ Completed **upgrade of stormwater outfalls** to alleviate local inundation
- ✓ Evaluated solutions for **northwest boundary protection**
- ✓ Hired Director of Public Works with **extensive large-scale infrastructure** and capital improvement experience
- ✓ Added new Chief Resilience Officer position to guide and **implement the Village's overall resiliency program**
- ✓ Brought on new Village Manager with military and **broad capital infrastructure planning and construction background**

Total investment to date: **\$12M**

Our Commitment – Current & Planned Actions

Building the Team

- **Procurement Officer:** Oct 2021
- **Planning Director:** Dec 2021
- **CIP Program Manager:** Jan 2022
- **Additional hires:** Early 2022
 - Project Manager/Engineer
 - Public Works Superintendent

Funding the Work

- **\$100M** VKB Resilient Infrastructure GO Bond
- **~\$35M** Stormwater Fund revenue bonding capacity
- **\$2-3M** annual commitment to Capital Improvement Plan
- **\$2-3M** annual commitment to pursue supporting grants and programs
- Pilot programs & test cases

Moving Forward

- Comprehensive **Program Strategy and Integration & Implementation Plan**
- **Contracting program manager** to assist with integration & implementation plan and program execution
- Initiated a **seawall ordinance** process
- Collaboration with **Southeast Florida Regional Climate Change Compact** and **Florida International University** on storm-surge and sea-level rise projections
- Crafting a **FEMA-FDEM-VKB** community mitigation & resilience concept plan

Total projected investment: ~\$200-\$250 million over 15-years

We Have a Plan

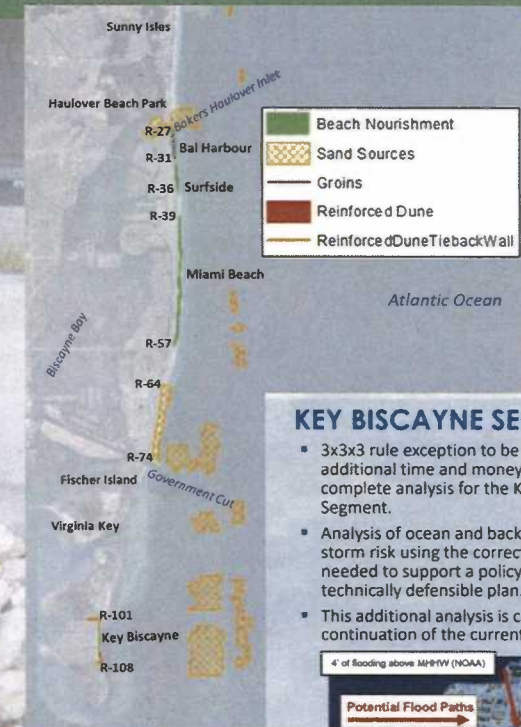
Resilient Infrastructure Program 6 Lines of Effort:

- 1** Shoreline Protection
- 2** Stormwater System Upgrade
- 3** Roadway Improvements
- 4** Utility Hardening and Resilience
- 5** Mitigate the Impact of Environmental Change
- 6** Changes to Codes, Plans, Zoning and Building Standards



Shoreline Protection (Oceanside and Bayside)

- Oceanside shoreline protection (1.2 miles) → **inclusion in USACE CSRM Recommended Plan**
- Biscayne Bay shoreline protection (6.7 miles)
 - **USACE CSRM Back-Bay Study → requires waiver**
 - Seawalls and living shorelines
 - **FEMA-FDEM-VKB Concept Plan**
- Northwest & southwest village boundaries protection (.8 mile)



KEY BISCAIYNE SEGMENT

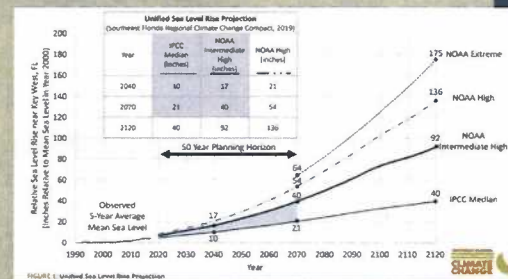
- 3x3x3 rule exception to be requested for additional time and money to conduct a complete analysis for the Key Biscayne Segment.
- Analysis of ocean and back bay coastal storm risk using the correct tools is needed to support a policy compliant and technically defensible plan.
- This additional analysis is considered a continuation of the current study.



Stormwater Systems Upgrade

- Install pumps and pipes
- Improve outfalls
- Increase water storage
- Include swales - gray/green solutions
- Monitor and enhance water quality
- Harmonize with private property
- Use pervious/semi-pervious materials

2050 Sea Level Rise Projection



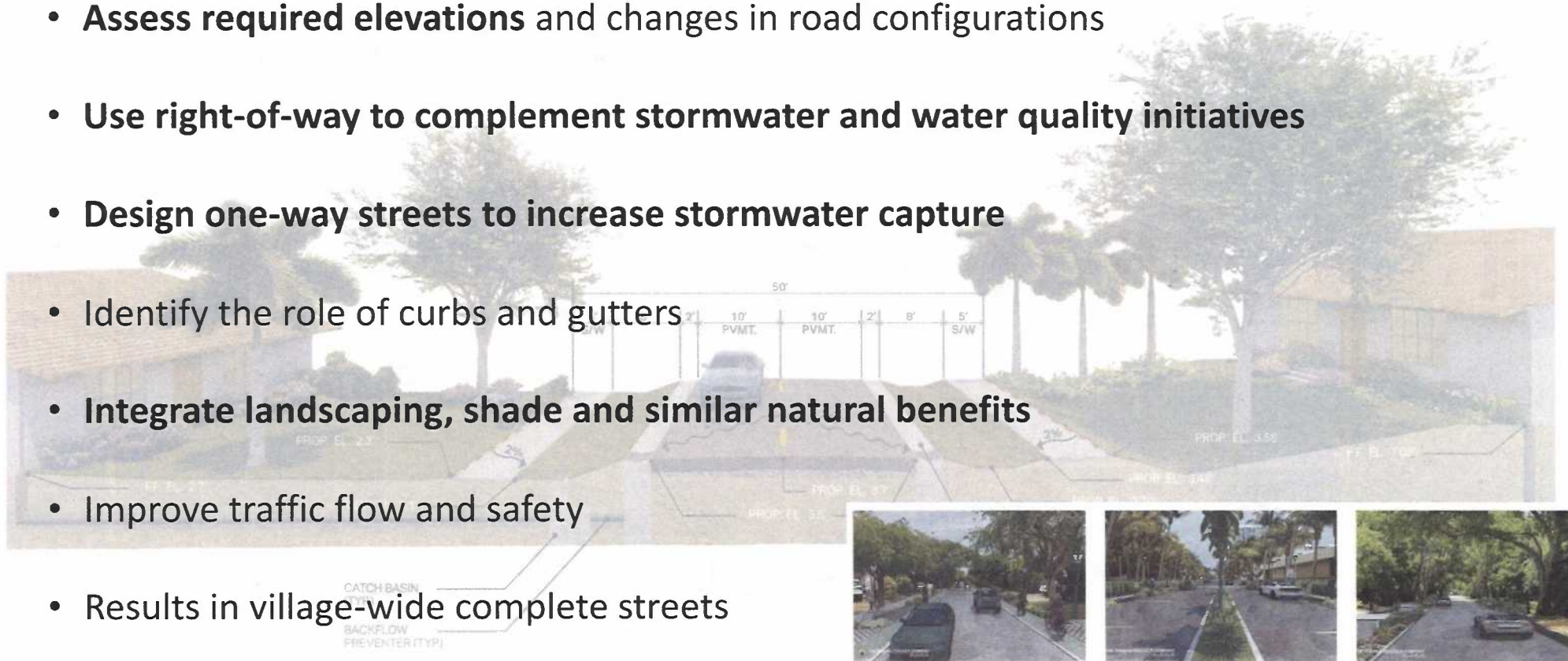
VILLAGE OF KEY BISCAYNE GREEN INFRASTRUCTURE OPTIONS

BASED ON 'CATALOG OF GREEN INFRASTRUCTURE TOOLS' PREPARED BY GSI CONSULTING, INC. FOR THE VILLAGE IN 2015

PAVING	CHANNELING	STORAGE
CELLULAR CONCRETE PAVERS - Reduces runoff by 15-20% - Allows for infiltration of water into the ground - Reduces peak flow rates - Can be used in parking lots, driveways, and walkways	VEGETATED SWALES - Reduces runoff by 10-20% - Allows for infiltration of water into the ground - Reduces peak flow rates - Can be used in parking lots, driveways, and walkways	STORMWATER STORAGE - Reduces runoff by 10-20% - Allows for infiltration of water into the ground - Reduces peak flow rates - Can be used in parking lots, driveways, and walkways
PERVIOUS ASPHALT - Reduces runoff by 10-20% - Allows for infiltration of water into the ground - Reduces peak flow rates - Can be used in parking lots, driveways, and walkways	VEGETATED STORMWATER MANAGEMENT - Reduces runoff by 10-20% - Allows for infiltration of water into the ground - Reduces peak flow rates - Can be used in parking lots, driveways, and walkways	STORMWATER STORAGE WITH VEGETATION - Reduces runoff by 10-20% - Allows for infiltration of water into the ground - Reduces peak flow rates - Can be used in parking lots, driveways, and walkways

Roadway Improvements

- **Assess required elevations** and changes in road configurations
- **Use right-of-way to complement stormwater and water quality initiatives**
- **Design one-way streets to increase stormwater capture**
- **Identify the role of curbs and gutters**
- **Integrate landscaping, shade and similar natural benefits**
- **Improve traffic flow and safety**
- **Results in village-wide complete streets**

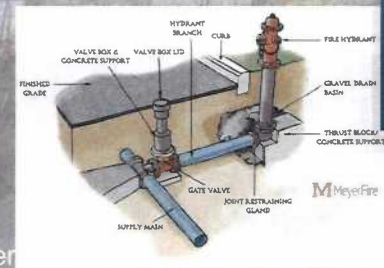


Utility Hardening & Resilience

- Underground electrical line feeders and laterals → **working with FPL**
- Simultaneously underground telecom lines → working with AT&T and Comcast
- Integrate water and sewer infrastructure → **coordinating with M-DC WASD**
- Include streetlight upgrade, **conversion to LED and transfer to FPL**
- Upgrade fire hydrant system

Before

After



Mitigate the Impacts of Environmental Changes

- **Water:**

- Implement water quality solutions – integrate with stormwater system
- **Complete septic tank to sewer line transition**
- Conserve water – irrigation systems

- **Energy:**

- Retrofit buildings to LED lightbulbs
- **Convert streetlights to LED lightbulbs and transfer to FPL**
- Investigate solar solutions – *FPL Solar Together*

- **Transportation:**

- Invest in hybrid and electronic vehicle fleet
- **Increase public transit options – *FreeBees & Better Bus Network***
- Install and incentivize electronic vehicle charging stations
- Design a more walkable, bikeable, golf cartable village

- **Grow reduce, reuse and recycle/compost program**



Changes to Codes, Plans, Zoning & Building Standards

- Vision Plan – Comprehensive Master Plan → land-use and zoning modifications
- **Seawall, living shoreline, native/resilient landscaping, base flood elevation ordinances**
- Pervious materials incentives
- Tree program, ordinance and trust fund
- **Land acquisition/easement strategy and process**
- New design and building standard strategies
- Counter effects from National Flood Insurance Program's changes
- **Reduce NFIP Community Rating System**
- Integrate with Miami-Dade County Local Mitigation Strategy
- Optimize stormwater and related impact fee methodology and incentives

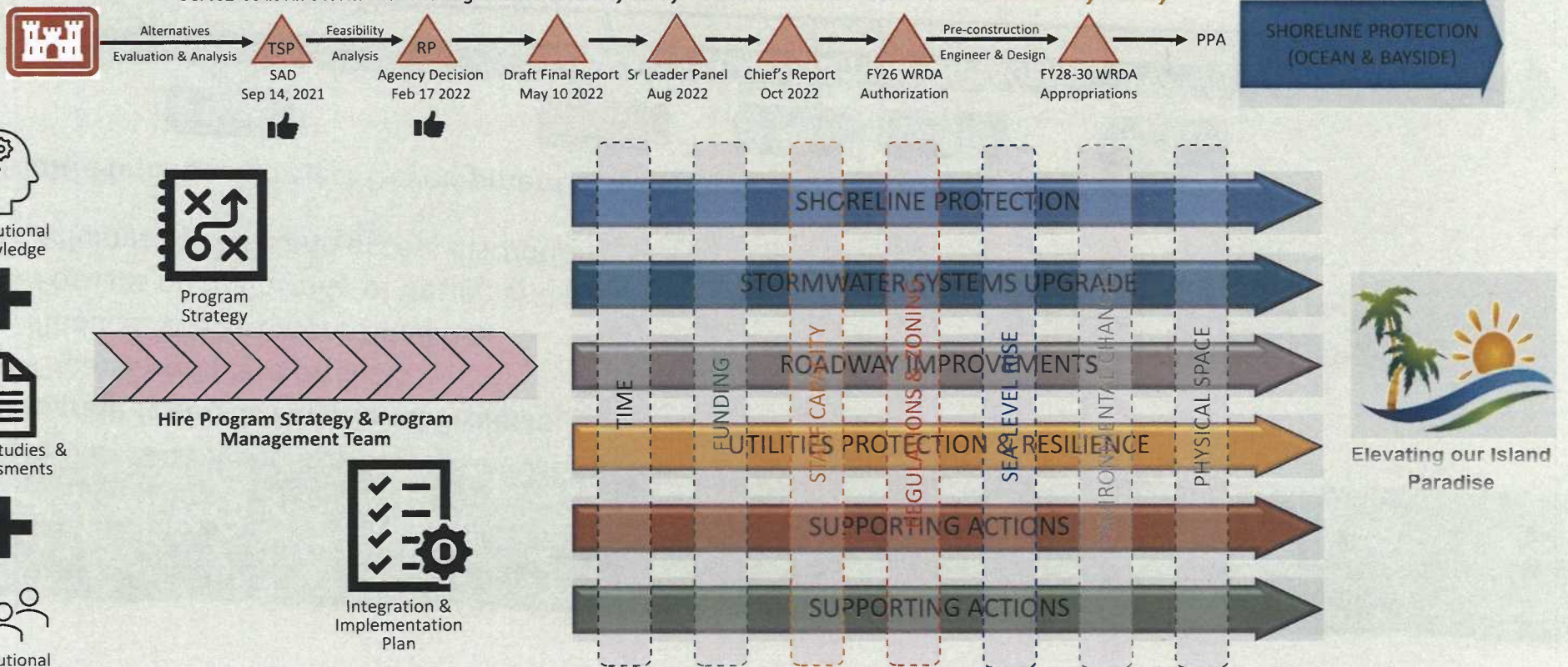


- # Changes to Codes, Plans, Zoning & Building Standards
- Vision Plan – Comprehensive Master Plan → land-use and zoning modifications
 - **Seawall, living shoreline, native/resilient landscaping, base flood elevation ordinances**
 - Pervious materials incentives
 - Tree program, ordinance and trust fund
 - **Land acquisition/easement strategy and process**
 - New design and building standard strategies
 - Counter effects from National Flood Insurance Program's changes
 - **Reduce NFIP Community Rating System**
 - Integrate with Miami-Dade County Local Mitigation Strategy
 - Optimize stormwater and related impact fee methodology and incentives
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- Speak Up Key
Our Key • Our



Resilient Infrastructure Integration & Implementation Program

USACE Coastal Storm Risk Management Feasibility Study – Beach Shoreline Protection and Back-Bay Study



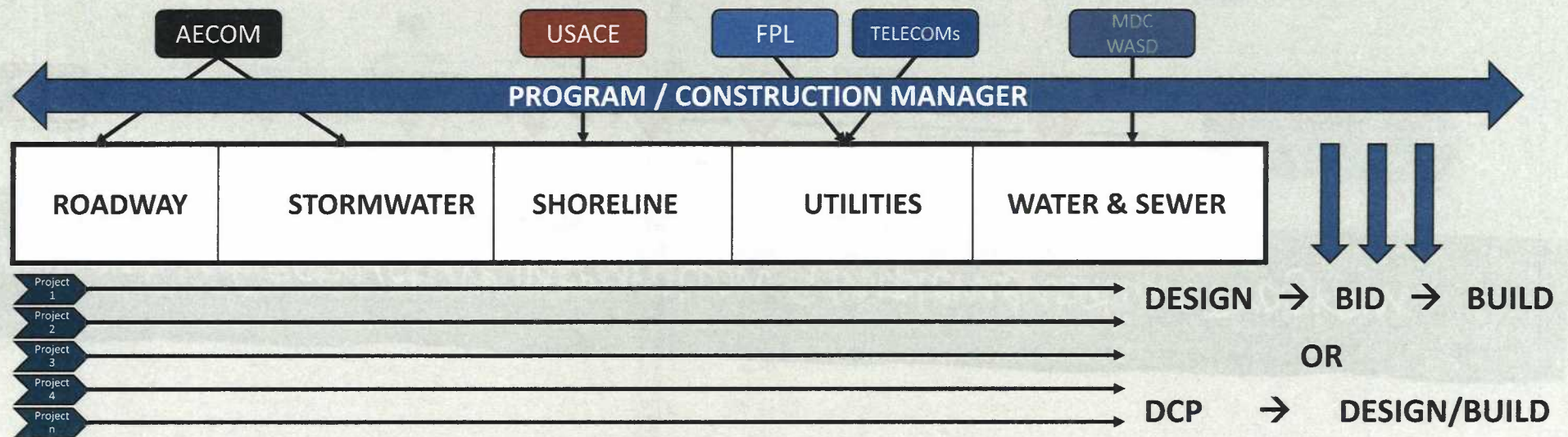
Building a Project

Geographic versus Functional Projects:

- Creates complete projects
- Reduces procurement timelines
- Focuses on uniformity of design and construction
- Minimizes traffic and access disruption

DIG ONCE

Multi-Functional Project Development & Execution:



Program Management Team – Alleviating Complexities

Roles & Responsibilities:

- **Community Risk Assessment**
- Program Strategy
- **Community & Stakeholder Engagement**
- Leverage Village Funding
- **Integration & Implementation Program**
- Program Management
- **Project & Construction Management**
- Project Monitoring, Controls & Reporting



Value Added:

- **Extension of Staff**
- Lessons Learned & Best Practices
- Branding
- **Technical Expertise:**
 - Infrastructure
 - Regulations & Ordinances
- External Agency Relationships
- **External Funding Strategies**
- Quality Assurance & Control
- Permitting & Regulatory Expertise
- **Influence on & Appraisal of Policy Changes**
- Program & Project Coordination
- **Shared Industry Knowledge**

What is the End State?

A Fully Protected Village:

1. Oceanside shoreline protection with tieback walls
2. Bayside shoreline & northwest boundary developed to match shoreline protection project requirements
3. Synch east and west side stormwater systems
4. Roads used to supplement shoreline systems
5. Improved roadways to complement stormwater systems
6. Raised roads and improved swales
7. Transitioned to pumped stormwater systems
8. Upgraded outfalls
9. Improved water quality discharge
10. Undergrounded utilities to reduce storm threats and increase reliability
11. Renovated water and sewer systems



A Future *without* Action

Inundation and property damage:

No public dollars spent: Public benefit lost

Economic: Property damage from sea-level rise and storms causing decreased property values, increased insurance rates and reduced investment resulting in degraded economic viability

Environmental: Water quality concerns, coastal habitat threatened, and dune habitat lost

Social: The community's fear and anxiety will increase as it continues to face the twin threats of sea-level rise and more frequent, severe storms

Health and safety: Minimal protection from storm surge and sea-level rise; disease control concerns, and evacuation route impacted



A Future with Action, Engagement and Investment

Remaining an island paradise:

Joint return on investment: Public dollars spent; public benefits provided

Economic: Property values secured, insurance rates stabilized, and local economy strengthened

Environmental: Water quality preserved, coastal ecosystem protected, and dune habitat enhanced

Social: Key Biscayne community able to maintain its safe, thriving and vibrant quality of life in the face of increasing climate and environmental pressures

Health and safety: Storm surge and sea-level rise protection, more greenspace, disease control, and evacuation route improved





Our vision. Our goal.

The residents of Key Biscayne face an increased threat from environmental changes, sea-level rise and more severe storms. Through implementing a holistic resilient infrastructure integration plan and working with partner agencies to fund and protect our village, we can all continue to live a safe, vibrant life with a thriving economy and a stronger, more resilient future.

Bob Carpenter
PHOTOGRAPHY



VILLAGE OF KEY BISCAYNE

Village Council

MEMORANDUM

Michael W. Davey, Mayor

Brett Moss, Vice Mayor

Frank Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

Village Manager

Steven C. Williamson

DATE: April 12, 2022
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Splash Pad Replacement

RECOMMENDATION

I recommend that the Village Council approve the attached Resolution authorizing the Village Manager to purchase the Splash Pad Replacements Project from Rain Drop Products LLC ("Rain Drop") for an amount not to exceed \$195,000. This purchase will be made utilizing the terms and conditions of Sourcewell Contract No. 010521-RDP (attached as Exhibit A).

BACKGROUND

The Village splash pad is located at the edge of Village Green adjacent to the Community Center. The pad was constructed in 2003, funded by a Florida Recreation Development Assistance grant, and was superficially renovated in 2011.

Rain Drop's scope includes the demo and replacement of the existing concrete pad. The new pad will nine hundred (900) square feet of six (6) inch thick 3500 psi brushed concrete with fiber. Rain Drop will trench and install the commercial fresh water piping and manifold system. The imbed anchor systems will be installed and capped. The concrete will cure for approximately thirty (30) days. Once the pad has cured Rain Drop will return to install new features and controllers. The new splash pad, pictured below, will contain twice as many features as the existing splash pad and is designed in a Key Biscayne beach theme highlighted by a lighthouse surrounded by South Florida coastal marine species.

Funds in the amount of \$150,000 have been budgeted for this project in FY22 Capital Improvement Plan (301-72-572-63046-00000). The excess cost over the budgeted amount will be payable from the budget amendment earmark.

Due to the unique nature of the project and the limited number of specialized suppliers, Procurement issued a Request for Proposals on January 14, 2022, for design and pricing of the splash pad to three (3) vendors who were prequalified on Sourcewell RFP 010521; Playground and Water Play Equipment with Related Accessories and Services. Rain Drop was the only vendor to respond. A copy of the quote, proposed design and representative photos are attached as Exhibit B. One other vendor had indicated interest in the project, but then failed to submit a proposal or respond to follow up requests.

RESOLUTION NO. 2022-_____

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF
THE VILLAGE COUNCIL OF THE VILLAGE OF KEY
BISCAYNE, FLORIDA, SELECTING RAIN DROP
PRODUCTS LLC FOR THE SPLASH PAD REPLACEMENT
PROJECT IN AN AMOUNT NOT TO EXCEED \$195,000;
PROVIDING FOR AUTHORIZATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne ("Village") desires to replace the splash pad located at the edge of the Village Green and adjacent to the Village Community Center (the "Capital Project"); and

WHEREAS, in order to implement the Capital Project, the Village needs to demolish and replace the existing concrete pad, trench and install a commercial fresh water piping and manifold system, and install a new splash pad (the "Services"); and

WHEREAS, the type of purchase contemplated by the Village has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. 010521-RDP ("Sourcewell Contract") with Rain Drop Products LLC (the "Vendor"); and

WHEREAS, in accordance with Section 2-86 of the Village's Code of Ordinances, the Village Council seeks to authorize the Village Manager to purchase the Services for the Capital Project from the Vendor consistent with the Sourcewell Contract and the Contractor's quote and associated documents, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the Sourcewell Contract is in the Village's best interest; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens 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. **Approval of Purchase.** The Village Council hereby approves the purchase of the Services for the Capital Project from the Vendor.

Section 3. **Authorization for Purchase of Services.** The Village Council hereby authorizes the Village Manager to purchase the Services for the Capital Project consistent with the terms and conditions of the Sourcewell Contract and the Quote attached hereto as Exhibit "A," in an amount not to exceed \$195,000.00.

Section 4. **Implementation.** The Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchase described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2022.

MICHAEL W. DAVEY, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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







**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rain Drop Products LLC, 2121 Cottage Street, Ashland, OH 44805 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

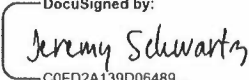
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

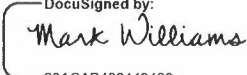
Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 2/15/2021 | 10:30 PM CST

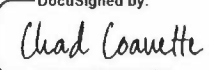
Rain Drop Products LLC

DocuSigned by:

20ACAB48B449430...

By: _____
Mark Williams
Title: President/CEO

Date: 2/18/2021 | 9:49 AM CST

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 2/18/2021 | 9:50 AM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Raindrop Products LLC
Address: 2121 Cottage Street
Ashland, Ohio 44805
Contact: Greg Holt
Email: gholt@rain-drop.com
Phone: 419-207-1229 22
HST#: 34-1904609

Submission Details

Created On: Wednesday November 11, 2020 13:22:58
Submitted On: Tuesday January 05, 2021 12:46:52
Submitted By: Greg Holt
Email: gholt@rain-drop.com
Transaction #: e52e0409-2098-47c6-bbbe-62139e3f7e94
Submitter's IP Address: 24.154.167.39

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Rain Drop Products LLC	*
2	Proposer Address:	2121 Cottage Street Ashland, Ohio 44805	*
3	Proposer website address:	www.rain-drop.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Williams, President / CEO, 2121 Cottage Street, Ashland, Ohio 44805, mwilliams@rain-drop.com, 419-207-1229 ext. 10 - mobile 614-506-1221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Greg Holt, National Sales Manager, 2121 Cottage Street, Ashland, Ohio 44805, gholt@rain-drop.com, 419-207-1229 ext. 22	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jody Radcliffe, Inside Sales Manager, 2121 Cottage Street, Ashland, Ohio 44805, jradcliffe@rain-drop.com, 419-207-1229 ext. 52	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	40 Years ago, Gary Zuercher founded Rain Drop Products with the introduction of the Rain Drop Fountain (or "Mushroom" as it is commonly known). Mr. Zuercher is widely regarded as the "father of children's aquatic play" and because of his many innovations in this industry was honored as one of the first inductees into the World Waterpark Hall of Fame. To this day, Mr. Zuercher remains a friend and advisor of the company. Today, Rain Drop Products is the largest United States based manufacturer of splash pads, spray parks, slides, zero depth play features, water play structures and decorative fountains. In our 40-year history, we have installed thousands of projects in all corners of the world. While we are very proud of our history, we are more gratified with our on-going efforts to transform the traditional children's aquatic play experience. Guided by a company mantra of "Maximizing the sensory and cognitive experience for children of ALL abilities" Rain Drop is focused on introducing products that offer more than just fun aquatic play value. We encourage every customer to contemplate the addition of products that can stimulate ALL children including those with special needs. We are concentrated in developing both inclusive & interactive products with sensory packages like LED Lights, Sound, Vibration, Tactile feel so that ALL children including the autistic, deaf, blind & physically challenged can engage and enjoy. Throughout our history Rain Drop has pushed this industry's evolution by constantly introducing new innovative ideas and features. Raindrop has transformed the industry from making simple "sprinkler parks" to the imaginative interactive thematic, & inclusive aquatic play projects that exists today. We believe both the project and product design should maximize the concepts of ACTION / REACTION & CAUSE / EFFECT and COGNITIVE DEVELOPMENT creating a truly interactive environment that promotes learning and has play value for ALL. Raindrop strives to go beyond the mandates of ACCESSIBILITY or UNIVERSAL DESIGN and create truly inclusive and interactive community gathering places. The link below is a short 3 minute video that succinctly visually articulates our mission. https://youtu.be/Fq3LPloyaY4 While our core business is serving the children's aquatic play needs of cities, towns, and municipalities all over the world, we are also proud to have partnered with some of the most respected names in the industry. See attached link to our Partner Projects https://spark.adobe.com/page/6kF4EriALQ8o7/ Our SHADE products offered will be from USA Shade. USA SHADE is the pioneer, innovator and proven industry leader in shade structure design and technology. For more than 28 years, they have led the industry through an unyielding commitment to innovation and excellence. Since their founding in the early 1990s, USA SHADE structures have grown to be popular alternatives to conventional shade applications and equipment for architects, builders, and designers. As a vertically integrated business, they offer their clients extensive resources, versatile application options and innovative shade solutions. At USA SHADE, outstanding quality of our products are critical to the success of their clients' projects and business. All of the fabric and structural components are fabricated using the most advanced technology, materials and processes available in our IAS-certified, 173,020+ square-foot fabrication facility. The safety surfacing product we are offering is from LIFE FLOOR. In the last 15 years LIFE FLOOR has successfully provided safety surfacing for over 2000 projects globally. In that time they have quickly become the go-to aquatic safety surfacing for municipalities, cruise lines, resorts, waterparks, and aquatic recreation facilities around the globe. They are the ONLY Aquatic Safety Surfacing with NSF/ANSI/CAN Standard 50 Certification which is the standard referenced in 38 State Pool Codes as the basis of design. They also offer the best and longest warranty for aquatic surfacing in the industry. The products are made in South Dakota from raw and recycled ingredients and have the manufacturing capacity to service more than 1000 projects per year in the US with ability to add 5x capacity within 6 months. The product is produced in a ISO-9001 certified facility providing top quality assurance and best practices for manufacturing. LIFE FLOOR has a National Installation Partnership with Inside Edge Safety Surfacing with Coverage by service providers in all the top 40 MSAs.
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8	What are your company's expectations in the event of an award?	As we experienced with our first Sourcewell contract, the acceptance and adoption of nationwide competitively bid cooperative purchasing contracts is steadily on the rise. As we (and others) introduce and educate potential members of the advantages of purchasing from a contract that has already been competitively bid and fulfills all of the applicable purchasing bid requirements, we have found greater acceptance of cooperative purchasing. Our Sourcewell related orders have increased significantly in each of the 3-1/2 year's we have held the contract. We expect the significant year over year increase to continue. We have already demonstrated our ability to out sell the prior contract holder Fountain People / Water Odyssey 022113-FPI who sold \$2,156,852 during the almost seven years they held the contract 07/2010-04/2017 (this information as obtained directly from NJPA-Sourcewell after a public records request). In only 3-1/2 years as a contract holder we have sold \$5.2 million dollars of projects through our Sourcewell contract (Some of these projects have yet to be reported to Sourcewell as they are currently in Process – Not completed). We expect that Purchase Orders coming from new and/or existing Sourcewell members will become our largest source of order gestation. One of Rain Drop's most competitive advantages and market distinguisher's is our ability to make custom / organic / thematic features. These custom features are often mascots, brands, identities of the city / town / municipality where the project is located. We find that many of our customers are looking for both a way to ensure a competitive price, yet somehow mandate the use of Raindrop's custom / organic features all the while complying with their respective purchasing regulations. Without access to an approved purchasing corporative our customers are forced to put these projects out for public bid and then sort out the "OR EQUAL" issues in regards to features proposed by others that may or may not actually be truly "EQUAL". If we have access to a well-respected nationwide purchasing cooperative like Sourcewell, we have proven that many of our customers would welcome the chance to become members and purchase through this program. In sum, if awarded this contract we expect to continue to grow our Sourcewell related revenue tremendously.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rain Drop Products, LLC is a privately held company with the majority of shares held in a series of Trusts. The beneficiaries of these trusts are all the descendants of Jack Hire whom is now deceased. Jack Hire was a serial entrepreneur who started and/or purchased many companies including various manufacturing entities, hotels, Radio/TV stations, security firms as well as investing in many other private equity investing opportunities. A family office called Red Diamond, Ltd. was created by the Hire family with the sole purpose of monitoring and assisting the family with their various financial needs. The Rain Drop Board of Directors reports directly to Red Diamond, Ltd. Red Diamond and the Hire family are very private and selective about sharing any details of their various investments and holdings. Due to the public nature of this RFP process we are unable to share Rain Drop Products financials. We have, however, included a letter of reference from our bank Huntington National as well as a Certificate of Liability Insurance with Sourcewell named as the Certificate Holder. Additionally, we would note that during the 3-1/2 years we have held a Sourcewell contract ALL quarterly administrative fee payments due have been made in a timely manner. The SHADE product that we plan to distribute is from USA SHADE. USA SHADE is a financially sound and stable business with a \$25,000,000 bonding capacity, AM Best Financial Strength Rating of A (Excellent), and AM Best Financial Size Category of Class X (\$500m~\$750m).
10	What is your US market share for the solutions that you are proposing?	Rain Drop's US Market Share of the total Children's Aquatic Recreation market is estimated at 40%(this estimate is based upon the children's aquatic recreation market in US cities, towns & municipalities ONLY and specifically excludes the Privately Held Water Park industry) For the Surfacing product that we will distribute through this contract LIFEFLOOR Market Share is 25% and for the Shade product we will distribute through this contract USA SHADE is estimated at 35%
11	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share of the total Children's Aquatic Recreation market is estimated at 5% While Rain Drop has partner sales channels in Canada and consequently has completed many projects in the country, due to the fact that 3 of Rain Drop's main competitors are Canadian based companies with greater proximity and presence in the region, we have strategically concentrated our efforts in areas with greater chances of success while still supporting our partners in Canada. For the Surfacing product that we will distribute through this contract LIFEFLOOR Market Share is 25% and for the Shade product we will distribute through this contract USA SHADE is estimated at 35%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. In the 38 year history of Rain Drop Products, LLC we have never filed for bankruptcy protection in any form. Additionally, we have never defaulted on any commercial lending instrument.

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rain Drop is best described as a United States based Manufacturer AND Service provider. With very few exceptions (ie. Pumps, Controllers, Filters) Rain Drop manufactures ALL of the Children's Aquatic Recreation Products offered in the RFP in the United States in Ashland, Ohio. Our sales network uses a combination of internal employees (Inside Sales Staff, Sales Director, Animators, CAD, etc) and external Regional Sales Director's employees located throughout the United States. In addition, we strategically partner with independent sales organizations all over the US and Canada who have the contacts, relationships, & trust of the decision makers at the local level. These independent sales organizations are compensated on a commission basis upon a successful sale. In relation to SHADE and SURFACING offered by Rain Drop within this RFP we act as an independent authorized distributor. Our sales network uses a combination of internal employees (Inside Sales Staff, Sales Director, etc) and external Regional Sales Director's employees located throughout the United States. In addition, we strategically partner with independent sales organizations who have the contacts, relationships, & trust of the decision makers at the local level. These independent sales organizations are compensated on a commission basis upon a successful sale.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Certificate of Origin: Made in the USA Rain Drop Products ensures its subcontractors, construction and professional partners, and itself conform to all applicable licensure and registration laws. Our product offerings bridge many disciplines of engineering, architecture, and construction trades. All construction projects require these services and are governed by the individual states in the USA, and individual provinces in Canada. These services require registration or licensure to design and build an aquatic facility and the individual license or registration can be provided on individual project request. These services are as follows: 1. Professional Engineer (PE) a. Mechanical b. Civil c. Electrical 2. Registered Architect 3. General Contractor 4. Plumbing 5. Electrical Rain Drop Products, LLC certifies that it designs and manufactures all of its products in accordance to all applicable ASTM Standards. Rain Drop Products is a committed leader to providing safe equipment for the aquatic play industry. We are members of ASTM, belong to the F24 and F15 committees and participate on several aquatic task groups; the Group on Drains for Aquatic attractions, the Group on Waterslides, and the Group on Interactive Aquatic Play. We are in compliance with the ASTM F1487 where referenced and all external references made by the ASTM F24.70 and ASTM F2461-09 standards. The products, materials and designs that are furnished by Rain Drop Products are compliant in accordance to their respective ASTM standards, other standards and governing bodies that set forth best practices. These organizations or governing bodies are as follows but not limited to; Consumer Product Safety Commission (CPSP) 15 U.S.C. §§ 8001-8008, National Electric Code (NEC) Section 680.26(B), Americans with Disabilities Act Accessibilities Guidelines (ADAAG) Section 15.6, International Swimming Pool and Spa Code (ISPSC), the Association of Pool and Spa Professionals (APSP), American National Standards Institute (ANSI), Underwriters Laboratories Inc. (UL) International Association of Plumbing and Mechanical Officials (IAPMO), and all state and local health codes. ASTM Standards ASTM F24 on Amusement Rides and Devices ASTM F24.70 Water Related Amusement Rides and Devices ASTM F2461-09 Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment ASTM F2376-08 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Water Slide Systems ASTM F2291-16 Standard Practice for Design of Amusement Rides and Devices ASTM F15.29 Playground Equipment for Public Use ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use ASTM F2387-04(2012) Standard Specification for Manufactured Safety Vacuum Release Systems (SVRS)for Swimming Pools, Spas and Hot Tubs ASTM F2707-10 Standard Safety Performance Specification for Safe Design and Installation of Field Fabricated Suction-Limiting Vent Systems for Suction Entrapment Prevention in Swimming Pools, Spas, Hot Tubs, and Wading Pools ASTM F1193 Practice for Amusement Ride and Device Manufacturer Quality

Assurance Program and Manufacturing Requirements
 ASTM F1159-03a-Standard Practice for Design and Manufacture of Patron Directed, Artificial Climbing Walls, Dry Slide, Coin Operated and Purposeful Water Immersion Amusement rides and devices and air supported structures
 ASTM D20 Committee on Plastics
 D2343-09 Standard Test Method for Tensile Properties of Glass Fiber Strands, Yarns, and Rovings Used in
 D2562-94 Standard Practice for Classifying Visual Defects in Parts Molded from Reinforced Thermosetting Plastics
 D2563-08(2015) Standard Practice for Classifying Visual Defects in Glass-Reinforced Plastic Laminate Parts
 ASTM F01 Committee on Electronics
 ASTM C09 Committee on Concrete and Concrete Aggregates ASTM C27 Committee on Precast Concrete Products

NSF/ANSI Standard 50: This is the American National Standard for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies, such as ozone and ultraviolet (UV) systems. Most state and local pool codes for commercial, waterparks, splash pads, municipal, hotel, motel, apartment, and condominium require compliance with NSF/ANSI Standards. This is an essential health standard to prevent adverse effects to human health.

NSF/ANSI Standard 61: This standard of drinking water system components is to establish minimum requirements for the control of potential adverse human health effects from products that contact drinking water. NSF/ANSI Standard 61 includes criteria for testing and evaluating products to ensure they do not leach contaminants into the water that would be a health concern. These contaminants include those regulated by the United States Environmental Protection Agency (USEPA) and Health Canada, as well as any other non-regulated compounds that may be of concern.

LEAD FREE COMPLIANCE CERTIFICATION: California's Low-Lead plumbing law (California Health & Safety Code Section 116875; commonly referred to as AB1953) and Vermont Lead in Consumer Products law (Act 193); effective January 1, 2010, prohibits the sale of any plumbing products intended to convey water for human consumption through drinking or cooking that contain lead in excess of a 0.25% weighted average. NSF International has developed a recognized evaluation protocol, NSF-61 Annex G, which serves as independent 3rd party certification of product compliance to California and Vermont low-lead plumbing laws.

Underwriters Laboratories Inc. (UL) - UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in the United States of America.

Underwriters Laboratories Inc. (cUL) - UL approval for Canada – Underwriters Laboratories of Canada is an independent product safety testing, certification and inspection organization. UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in Canada.

Canadian Standards Association. (CSA) Combined logo - CSA approval for Canada and the USA CSA Group delivers confidence and peace of mind to manufacturers, retailers, code authorities and consumers around the world. With the experience and knowledge of thousands of volunteer members, more than 1,600 in-house technical experts and nearly a century of experience in standards development and product certification, we offer you the solutions you need to operate and live in today's world, and the guidance to drive you towards success tomorrow.

Intertek ETL Listed - Approval for the USA – Intertek is one of the world's largest Testing, Inspection and Certification companies. The following is a list of Standards Intertek test to for the North American; ASME, ASTM, ANSI, CSA, NFPA, NOM, NSF, UL / ULC

Intertek ETL Listed - Approval for Canada – Intertek is a Certification Body by the Standards Council of Canada.

ISO9001: The ISO9001 standard is the most recognized international quality system standard. This quality system controls the total process of incoming materials, process control, testing and final inspection

American Water Works Association Standards
 C901 Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 12-Inch Through 3-Inch, for Water.

		Plastics Pipe Institute Report PPI-TR9 Recommended Design Factors and Design Coefficients for Thermoplastic Pressure Pipe NSF Standards. NSF/ANSI Standard No. 61 for Drinking Water Systems Components--Health Effects Standard 50 for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies. Uni-Bell PVC Pipe Association Uni-Bell Handbook of PVC Pipe , Chapter VIII, Table 8.7.	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None in the past 38 year history of the Rain Drop Products, LLC	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	World Waterpark Association 2020 Leading Edge Award Soaky Mountain Waterpark National Parks and Recreation Association-2019 Best Booth Runner Up 2019 NRPA Conference World Waterpark Association-2019 Best Booth 2019 WWA Conference Article in the July/August 2019 edition of World Waterpark Magazine featuring Rain Drop Products Article in the Spring 2019 edition of Colorado Byline Magazine featuring Rain Drop Products 2018 Project of the Year - Ohio Concrete Association - Mansfield YMCA	*
17	What percentage of your sales are to the governmental sector in the past three years	Greater than 95% of our total sales are to the governmental sector specifically cities, towns and municipalities	*
18	What percentage of your sales are to the education sector in the past three years	Less than 5% of our total sales are to the education sector	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Prior to receiving the Sourcwell contract #030117-RDP Rain Drop held a cooperative purchasing contract with HGAC - Parks & Recreation Equipment Contract No.: PR11-16. Immediately upon being awarded the Sourcwell contract we abandoned the HGAC in favor of solely relying on Sourcwell as our primary cooperative purchasing program. Additionally, we have been approached by many of the larger nationwide cooperative purchasing organizations who have encouraged us to participate in solicitations. We have declined those request in an effort to focus our education, training, sales efforts solely on Sourcwell. Under the Sourcwell contract we currently have held for 3-1/2 years we have generated ~\$5,200,00 of revenue or approximately ~\$1.5 per year.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NonProfit - Mansfield Area YMCA Testimonial included in the documents section zip file "Upload Additional Documents"	Cristen Gilbert	419-522-3511 x224	*
City of Newberry Parks and Recreation estimonial included in the documents section zip file "Upload Additional Documents"	Scott Sawyer	803-321-3681	*
City of Pontiac estimonial included in the documents section zip file "Upload Additional Documents"	Taylor Baxter	815-844-6818	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Indianapolis Parks & Recreation	Government	Indiana - IN	Multiple Splash Pad Projects located throughout the City of Indianapolis	3 Transactions with average value of \$275,000	\$825,748	*
Union City Parks & Recreation	Government	New Jersey - NJ	Multiple Splash Pad Projects located throughout Union City	8 Transactions with Average value of \$95,000	\$754,783	*
District of Columbia Department of Parks & Recreation	Government	District of Columbia - DC	Multiple Splash Pad Projects located throughout the District of Columbia	8 Transactions with Average value of \$82,000	\$654,229	*
Union County Parks & Recreation NOTE: Union County Parks and Recreation is separate entity completely distinct from Union City Parks and Recreation	Government	New Jersey - NJ	Multiple Splash Pad Projects located throughout Union County	4 Transactions with Average value of \$143,000	\$570,531	*
Edinburg Parks & Recreation	Government	Texas - TX	Multiple Splash Pad Projects located throughout Edinburg	4 Transactions with Average value of \$104,000	\$417,878	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	Sales Force - Rain Drop employs an internal sales support staff comprised of a National Sales Manager, Inside sales personnel, Administrative Support, 3D Animators, Project Designers, Product Designers, Engineers, & Marketing Specialists. These direct Rain Drop employees' primary responsibility is to ensure projects move from the "Lead" status to "Opportunity Pipeline" and then into a an actual Purchase Order. The Sales Force is incentivized and compensated based upon the success of the company to move opportunities from the "Pipeline" into "Purchase Orders." We also employ Regional Sales Directors who cover the United States and Canada and maintain external corporate offices near the center of their respective sales territory. Each Sales Director is a direct employee of Rain Drop and receives a base salary directly from the company. In addition, they receive commissions based upon the volume of Revenue derived from within their territory. The regional Sales directors do NOT attempt to sell directly to the end user. Rather their core responsibility is to foster, maintain and grow a network of partner sales channels from within their territory. see Attached territory map see territory map in Documents upload
24	Dealer network or other distribution methods.	External Sales -- Partner Sales Channels Rain Drop Products maintains a diverse and varied team of external sales channels. These partners include strategic sales organizations that cover the entire US and Canada. They typically represent a variety of recreation and aquatic products. These strategic partnerships are success based relationships where a commission is paid upon sale. They are independently owned success based third party dealers. These dealers are knowledgeable and trained to sell the complete line of Rain Drop. Our independent sales representatives, dealers, and service providers always work with a Rain Drop employee to ensure the proper solution is being administered. Our independent sales representatives and dealers provide complete and overlapping coverage of the continental United States and Canada. Each sales representative and dealer is provided sales tools, sales presentation materials, and factory training and support. see territory map in Documents upload
25	Service force.	Internal Service Rain Drop's, Project Management, Engineering, Manufacturing, and Technical Service departments are all engaged in the sales/service process through the entire product lifecycle. Our internal technical service team provide telephone support and on-site service when needed. Our service department handles everything from pre-construction analysis to post operation service and warranty issues. Our typical site services consist of pre-construction analysis, inspections during construction, pre-pour concrete inspection, installation support, product and system calibration and staff training, preventive maintenance, product and system service and emergency service. There are no boundaries in regards to how far we travel and for the duration in which we will stay. External Sales and Service Providers Rain Drop certifies independent contractors and service providers to install, new equipment startup, seasonal startup, facility operations and maintenance staff training, seasonal shutdown, winterization, and factory authorized field repairs. These partner contractors have been educated in the best practices of installing and maintaining Rain Drop equipment. These companies are located throughout the Unites States and Canada and assist us with Turn-Key installations and are qualified to service our products and systems. Rain Drop internal service department handles most our site and service work; however, we have the capability to service dozens of projects simultaneously with the resources of our certified service network. We offer an annual two-day training and "what's new" meeting for these companies to keep them current with our latest developments in technologies, installation and service related to our products and systems. see territory map in Documents upload

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The core of our customer service program is our strict adherence to a CRM, "Customer Relationship Management system, and use of an electronic paperless documentation system. The CRM is the tool that we use to document every aspect of a customer request. Whether the issue is in regards to sales or service, every email, phone call or external notation is documented and retrievable in the CRM. The main benefit of this system is that no matter which Rain Drop employee is involved in assisting a customer, they can easily find any/all information / communications that has lead up to the current status. Having a central point of information is vital to quickly and efficiently assisting our customers. In addition, Rain Drop maintains a "paperless office" and keeps all electronic documentation in a cloud based server. Every paper document is scanned and OCR'd (Optical Character Recognition) and then uploaded to the client's project folder or service case file in the cloud. Since every document has been OCR'd, that allows us to retrieve documents via electronic search based upon any word that document may contain. Our electronic database goes back over 19 years and provides our customer service department with instant search access to project specific drawings, job notes, items purchased, etc, within the last 19 years. When a customer calls, the technical support line, the call rings a series of employee's phone depending on which members of the technical support department are in the office or currently on the line. We use a VOIP phone system so the technical support members can also have support calls routed directly to their mobile phones if they are out of the office. After a technical support call gets routed through the support tree and remains unanswered, the caller is asked to leave a message. The voice mail message is immediately sent to the email address of our company's CEO. Our CEO then determines the appropriate person to handle the call and directs that person to respond. Our service team is highly motivated not to allow a call to be sent to the CEO. This happens during the day, night and on weekends. Rain Drop understands the issues that arise when a Project is inoperable and will do everything in our power to assist a customer in getting back up and running. This includes a commitment to responding on weekends and outside of business hours when needed and involves the entire company personnel.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Many of the same justifications that make purchasing through a respected nationwide cooperative purchasing contract an attractive option for cities, towns, municipalities apply to a Sourcewell contract Vendor. As a Vendor, participation in the typical public bid process can be time consuming, costly, duplicative and exhaustive of limited personnel resources. Additionally, given our ability to create unique custom, thematic, organic one-of-a-kind products, often times projects get can get side-tracked as purchasers and engineers grapple with what is or is not an "OR EQUAL" product. The ability to avoid these costs justifies the discounted pricing model we present. If awarded this contract, promoting purchases be made using the Sourcewell would REMAIN our number one priority for all potential members across the United States and Canada. Proximity to our potential customers is a non-issue. We sell our products AND provide service to our customers all over the world and have done so for 40 years.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and willingness to provide products in Canada is easily demonstrated by the many successful projects we have been involved with in many Canadian provinces. We have a dealer partner which is one of the largest pool designer / contractor's in the country, that does projects in all Canadian Provinces. Acapulco Pools has over 150 employees and is considered the largest pool contractor in the country. Also see above response to question 27
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your	Due to the great success we have had with our current Sourcewell contract we plan to continue with many of the marketing efforts that were implemented over the last three years as well as trying some new approaches. The secret to successfully marketing this contract

marketing materials (if applicable) in the document upload section of your response.

opportunity is EDUCATION of both potential Sourcewell members and air entire sales team (both internal and external partners). The education begins with a simple review of all the materials that have been created by Sourcewell for Contract Vendors. Sourcewell has created many tools, videos, PowerPoints and pdfs that cover all aspects of successfully selling off a competitively purchased contract. The responsibility falls on the Vendor to use those tools to empower their sales / service partners. An example of our education efforts can be found with a series of ZOOM meetings we conducted during the "stay-at-home" orders that most of the country was under this Spring. Each of our Regional Sales Directors was charged with holding ZOOM meetings with each of our sales partners. A key component of these meetings was instruction on how to sell using this contract. Many of the Sourcewell vendor tools were used during these meetings. Not only did we educate on how to introduce this contract to potential new Sourcewell members but WHY it is important for both Rain Drop and the potential customer the reap the cost savings inherent with a Direct Purchase-Sourcewell purchase. The Zoom meetings were so successful and cost effective we have initiated monthly sales partner ZOOM meetings to discuss all things related to successfully selling Rain Drop.

Website

- Continue to Prominently Display the Sourcewell Purchasing Option on the HOME page of our website
- Continue to expand upon the current page labeled "Cooperative Purchasing" under the resources tab on our website. Currently listed is a trackable web presentation highlighting Sourcewell and Rain Drop Products along with the most recent presentation provided by Sourcewell. We plan to add several more pieces of information to this section including a "Success with Sourcewell" presentation featuring past projects and customers that have used Sourcewell when purchasing from Rain Drop.

Trade Shows and Conferences

- Continue to Prominently Display the Sourcewell Purchasing Option at ALL trades shows. Rain Drop attends both Large National Tradeshows as well as smaller state specific trades shows and the Sourcewell Contract will be displayed prominently in all our booths. In 2019, we won several awards for our innovative booth. We made sure that Sourcewell was prominently displayed on the booth and will continue to do so moving forward.

Printed Materials

- Rain Drop Products offers a variety of product-line based brochures. These brochures are printed in house on a digital press and are perpetually showing off our latest and greatest offerings. The materials are being distributed across the US through our Regional Sales Directors, Sales Representative Groups, and Corporate Headquarters. Furthermore, PDF versions of all catalogs are available for download on our website. All these brochures will be branded with the Sourcewell logo and have pages dedicated to Sourcewell.

They are as follows:

- 1) Imagination Guide
- 2) Inclusive Aquatic Play
- 3) Creature Features
- 4) Structures
- 5) Slides

Email

- Adoption & Promotion of the Sourcewell "Awarded Contract Logo" on ALL email footers.

Press Releases

- Using our website along with many of the various Press Release engines Rain Drop has and will continue to post press releases regarding Sourcewell and our success with the program.

Video Intro/Outro and Renderings

- Adoption of the Sourcewell "Awarded Contract Logo" on the intro / outro of all the Video Animations that we create during the Early Stage Pre-Design stage of a project
- Adoption of the Sourcewell "Awarded Contract Logo" on the Renderings that we create during the Early Stage Pre-Design stage of a project

Trade Publications

Rain Drop Products periodically and strategically advertises in several industry trade publications. When running an ad, we make sure the contact of the publication will be of interest to our client base. When advertising, all ads will show our Sourcewell awarded contract number along with the Sourcewell logo.

Mail Campaigns

We receive information requests through several different outlets including trade show leads, website information requests, and publication surveys. We add these leads to a database and send out two large mail campaigns a year. Each mail campaign does and will include information on Sourcewell.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Google Analytics – We have recently created a presentation tool that is tightly integrated with Google Analytics. Each Customer/Project specific presentation is encoded with a Google Analytics Tracking Code. Using the tracking code in conjunction with Google Analytics we can easily track how long the presentation was viewed, from what location the presentation was viewed, and how many times has it been viewed. This information is vital to gauging the level of interest a potential customer has in our project offering. An example of this tool in application is with the Sourcewell presentation tab on the Homepage of our website www.rain-drop.com if a potential customer visits our website and then further clicks the “take a closer look” on the Sourcewell tab on the front page we can view within Google analytics how long they watched the presentation and their IP address location. Using the IP information it is quite easy to discover the potential city, town or municipality that is thinking about a potential purchase. With this information we then contact the decision makers and introduce our product offerings. Dropbox – Rain Drop is essentially a paperless office. All project information about a potential Opportunity is electronically stored in the Cloud using Dropbox for business. Any actual documentation received is scanned and stored electronically. All files are OCR'd for Optical Character Recognition which allows for the ability to search via a word contained in the document. All quotes, proposals, submittal packages, renderings, etc. are shared with a potential customer via shared dropbox links. These links are viewable to anyone who we send a link to as well as anyone the potential customer sends the link to. All shared links within dropbox can be tracked for traffic and insights data. Specifically, we can see who viewed the file(s), if they downloaded the file, When (if) they accessed the file, and the device they used to access the file. Youtube Analytics - Through the use of 3D animations Rain Drop has created best in class assistance to our clients to create very effective marketing campaigns. We employ a full-time 3D Animator who provides 3D video of each option for every project we quote. These 3D videos are uploaded to our YouTube channel are then forwarded to the customer for review. (https://www.youtube.com/user/RainDropProducts/videos). Our channel contains over 3,000 videos. These videos contain splashing sounds, laughing & screaming kids as well as much of the projects actual surrounding area. Our goal is to show the decision makers a real-life version of what the project could look like. Often these videos become the backbone of the clients marketing campaign to fund a project and/or generate public support. If awarded this contract, we plan to include a Sourcewell cooperative purchasing contract “splash screen” in the intro and outro sections of each video we create. We also use Google Analytics to track viewing time, number of views and location of these Animation Video's Metatag Data – Rain Drop uses Flickr as our company wide photo repository for internal uses as well as our website. All photos on our website are driven by the use of metatags which pull the image(s) the corresponding place on the website. WEBBOTS – Automated Programatic Web search - Rain Drop actively subscribes to numerous web based automated search engines to programmatically search the internet for key words that are indicative of a potential customer in the early stage of considering an aquatic project. We take the results and effectuate a marketing campaign targeted at the decision makers in these areas. In this marketing campaign we deploy the use of Zoom Meetings, emails, webinars, phone calls and personal presentations to introduce these decision makers to the options presented by Sourcewell membership. This is the most appropriate time to introduce the Sourcewell contract as typically at this early stage of an aquatic project process the client is often looking at much of the big picture challenges of a project i.e. How much do these things cost overall? Can you provide installation? Can you provide Shade? Can you provide Surfacing? Can I get everything necessary for a Splash pad from ONE vendor?
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34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell Role - Sourcewell has played a major role in the success we have experienced with our first contract and we would expect that they would continue to provide and update as necessary the Resources and Tools which have already been created. Sourcewell H2O show. - This training session / "mini vacation" not only provided excellent educational topics but also an invaluable interaction between other contract holders. We learned how others used the contract and exchanged many ideas on ways that we were finding success. We attended the show in 2019 and were signed up for the 2020 show but it was unfortunately cancelled due to Covid. If awarded a contract we would expect to attend in 2021. Sourcewell Universities - Get to Know Us - These regional seminars allowed our Regional Sales Directors and Partner Sales organizations the ability to learn first hand about the contract advantages and how to sell to member organizations without having to travel out of their respective territories. If awarded a contract we would expect to attend these educational sessions that were in proximity to our Sales Partners and Sales Directors. Compliance Information Tool - This tool proved invaluable as we assisted interested potential NEW member's with the state specific regulatory guidance they need to get buy in from those unfamiliar with the cooperative purchasing / competitive process. We would expect this tool to be updated as necessary. State Specific Talking Tactics webinars available via youtube. We have had each of our sales partners watch these Tactics webinars and advised them when new webinars were released. Our current Sourcewell contract is fully integrated into our Sale Process and this would continue if we were awarded this contract. We will continue to educate our sales force as necessary on how to sell using the Contract and incentivize our sales force to use the contract whenever possible.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Although it represents less than 5% of our total revenue, replacement part orders can be placed simply by emailing Rain Drop Products from the Contact Us tab on our website. Currently requests for quotation and purchase orders of replacement parts are often made by existing customer's via email. A confirmation email is replied to the customer and the order is entered into our ERP system. The remaining 95% of our revenue is derived from new project or new product orders. As such, the products involved in a new project order are not well suited for e-procurement due to the many factors involved in the procurement process. Factors such as Pump capacity, gallons per minute, maximum overall project total flow, sequenced project intended flow, individual product minimum and maximum flow all influence the various configuration of the products involved in a new project order. Engineering analysis is needed to ensure the new project is configured in the most safe manner possible. An e-procurement system is not a desirable option in the new project ordering process in the children's aquatic play industry.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All our products and systems come with extensive written operation and maintenance instructions. We provide both instructions for the overall park along with instructions for each individual feature. All our feature manuals incorporate 3D renderings from our engineering software. This makes installation easier, cutting down on wording and bringing visualization to the feature. We have many installations, start up, shut down and operation training videos available at no cost to our customers. We also offer web-based operation and maintenance training at no additional cost. Furthermore, our iSplash controller is available with web-based troubleshooting and programming. All onsite maintenance and operation training are available for a nominal charge. This charge is based on location and per diem basis. A proposal will be sent to the customer and the amount agreed upon prior to the service. Rain Drop Products, LLC's engineering and service teams are comprised of the industry's most experienced professional technicians who provide onsite and remote startup services and training for all equipment and devices we manufacture and sell. We service the entire product lifecycle from startup, calibration, verification, equipment updates and replacements, winterization or technical advice. Our service team provide startup services including device configurations, control parameter settings, and site acceptance testing. The factory startup technicians minimize startup issues by ensuring your devices will work correctly in accordance with product and system design. We calibrate chemical controls, flow rates, pressure, and any sensor-controlled devices complete with acceptance and certified documentation. We also record the training for the customer to keep as reference. Seasonal shut down and winterization training Rain Drop Products, LLC provides seasonal shutdown and winterization services and training. Proper system shutdown and winterization is paramount to continuous operation, system longevity, and maintenance cost control. Our experienced service providers train the maintenance staff how to secure the water features, evacuate all water and fluids from the systems to prevent freezing or growth of unwanted organisms. Closing the facility properly will save a lot of work when it comes time to re-open. Sourcewell Training Program Rain Drop has also developed a Sourcewell training program for our Regional Sales Directors, internal sales support staff and our nationwide network of partner sales organizations.
37	Describe any technological advances that your proposed products or services offer.	INDUSTRY BEST PAINT / COATING WARRANTY against the harmful effects of UltraViolet sunlight and contamination from a chlorinated environment. The number one warranty issue in the children's aquatic play industry is fading, peeling, cracking of painted surfaces due to a combination of the harmful effects from year-round exposure to Ultra Violet Sunlight Rays and the chlorinated water to which they are subjected. The industry standard shared by most of the major players in the children's aquatic play industry is a TWO year warranty on the product Coating / Paints. New for 2021 Rain Drop has partnered with PPG (Fortune 500 company) to introduce a revolutionary new coating system which provides 2-1/2 times (up to 3-1/2 times with the optional enhanced system) of warrantied protection. This warranty would cover 95% of the products we sell. Paint and Coating warranty: Peeling or delamination of the topcoat and/or other layers of paint, excessive loss of color and gloss caused by UV, cracking, checking, and hazing. · Standard Paint System = 5 years · Enhanced Paint System = 7 years · All Power Coated Products = 2 Years Robot – 5 axis CNC Router – Rain Drop's invested nearly \$1,000,000 in a "robot" that we use to cost effectively manufacture our molds. Using this Robot we can provide the Sourcewell member with an aquatic facility that meets any theme or product they can dream up. Starting from a customer's dreams or visions we electronically create a 3D drawing to replicate what we ultimately will produce. Once a customer signs off on the electronic 3D model we feed this information into the router and it begins the process of creating our molds. This router has been an integral part of our significant revenue growth and has already created hundreds of new products never before seen in the aquatics industry. DMX - IOT Connected Controller - Using the same communication protocol that is in use in LED Light Shows, Concerts, Stage Shows our aquatic projects have access to the ability to control LED, Lights, Sound, Vibration, Bubbles, etc. This controller can be connected to the internet so that the customer can access in real time usage reports, error messages, maintenance needs. It can also be connected to Web based inputs like Lighting detection which could shut down, start up the project in the event of dangerous conditions.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Design Principals -Sustainability is a guiding principal in Rain Drop Product's product and project design goals. Every decision made during the design phase considers the impact on the environment. Our goal is to produce the most environmentally sustainable products & projects. We attempt to use the valuable resources involved in our projects in the most responsible way possible. The overall project goal of creating an exciting interactive and fun aquatic project must co-exist with a desire to minimize the environmental and economic impact on future generations. We address these concerns in all phases of a project. Rain Drop utilizes high efficiency nozzles and prides itself on our ability to create exciting products that minimize the amount of water used. Our state of the art control technology provides maximum flexibility to manipulate and minimize the amount of water used during a cycle. Our use of Variable Frequency Drives also provides the most energy efficient method of activating the water features. Depending on the health codes in a particular area, many creative options exist in regards to RE-PURPOSING the water used on a project, including percolation, irrigation, and aquifer replenishment. Rain Drop educates our end users of all available options during the project design phase allowing the end user the flexibility to create the most sustainable project possible. Leadership in Energy and Environmental Design Accreditation Points A properly designed children's aquatic play area has the capacity to earn LEED credits and offers enhanced life-cycle cost savings. Potential LEED credits can be attained in the following categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, and Materials and Resources. The benefits of designing a project to maximize its LEED accreditation points are not only a "greener" more sustainable project but the savings can be seen in total cost of ownership, operation, maintenance, water usage, staffing and overall durability. Green Initiative – INTERACTIVE Initiative Most ALL splash pads operate in a similar fashion. When occupied, a child activates some form of activator (bollard, touch sensor, etc.), which starts a pre-programmed series of choreographed sequences. Effectively the controller turns on / off features during an activated cycle. The issue with this archaic technology is that it is pre-programmed and runs the same on a cloudy morning when the pad may only have one child on it as it does on a sunny weekend day when the pad is fully occupied. Rain Drop wants to change the industry standard and replace the pre-programmed sequences by making all projects 100% interactive, putting the children in control of what turns on and when. Using our state of the art controller (iSplash) we can put individual control at the child's fingertips allowing them to turn on / off the feature they want to interact with. The benefit of this is a dramatic reduction of water usage and energy but ALSO an increased amount of Interactivity. The simple on/off exercise provides the child with Action/Reaction – Cause/Effect – Cognitive development never before introduced to the industry. This ON DEMAND option is the most sustainable initiative in children's aquatics, eliminating any water wasted by an unattended feature while increasing the interactive element of the project as a whole. Rain Drop introduces this new concept on ALL projects and encourages our end users to assist us in changing the industry standards. Fiberglass is "greener" than Stainless Steel Fiber Reinforced plastic "FRP" or Glass Reinforced Plastic "GRP" are terms often used to describe composite based products. These products have many advantages over their steel, stainless steel, and aluminum counterparts that contribute to the totality of its lack of environmental impact. In other words, composite products are the greenest solution due to their low embodied energy. Embodied energy is the sum energy expended to produce a component from the lowest raw elements to completion. This includes the energy required to extract, refine, convert to usable intermediates, transport, manufacture parts, and haul finished parts. In fact, some of the composite resins and fiber reinforcement are made from renewable, sustainable, biomass organic materials that reduce the carbon that is released into the environment from the production of the alternative materials as they grow. The lifecycle assessment of composite parts is generally 50 years to 99+ years dependent on the specific product. This means multiple replacements of environmentally damaging metal based products will occur during the lifespan of the composite product. The composite part will not corrode from the inside out and is not subject to electrochemical process corrosion. The composite end of life processing is far less impactful to environment than the other stated materials. Composite piping is noncorrosive and will not erode to failure from the interior out. Metal pipe often fail from interior erosion or stripping. Eventual total or catastrophic failure will occur with metal pipe systems dependent the pH, buffer intensity, alkalinity, and concentrations of calcium, magnesium, phosphates, and silicates in the water. When the pH level remains below 7.2, the water is considered corrosive and means etching of metals in equipment and piping will occur and will shorten the service life of the aquatic equipment. Composite aquatic equipment and piping are not harmed by corrosive water and disinfection oxidizing chemicals.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rain Drop Products qualifies as an Ohio Small Business Entity and used that qualification to obtain a low interest loan through the Ohio SBA 166 program which enabled it to purchase our 5-axis CNC router. Rain Drop Products has been deemed a Small Business Entity by the Ohio Statewide Development Corporation during its qualification for low interest financing reserved for Ohio Small Business Entities. Rain Drop Products qualifies as a Small Business per the standards set forth by the United States Small Business Administration. Federal Financing packages backed by the United States Small Business Administration have been offered to Rain Drop Products.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hybrid Manufacturing Medium - The manufacturers who make up the children's aquatic play industry can typically be separated into two groups: Those who use Stainless Steel as their primary manufacturing medium, and those who use Fiberglass as their primary medium. Arguably, both mediums have many strengths as well as weaknesses. Consequently, Rain Drop has adopted a hybrid approach to choosing our manufacturing medium dependent on the specific product. For products that our have Organic / Thematic shapes, Fiberglass is clearly the best manufacturing medium. Conversely, for products that are comprised of artistically bent pipe, stainless steel is the most economical solution. By adopting this Hybrid manufacturing approach, Rain Drop has much more flexibility to cost effectively manufacture a wider variety of product than our competition thus providing Sourcewell members the most options for a aquatic play project. Inclusive and Interactive Play elements – Rain Drop's focus on inclusion and interactivity is transforming the children's aquatic play industry. Our development on products that stimulate ALL the senses including Tactile, Audible, Proprioceptive, and Vestibular is transforming the landscape in aquatic play. Our development of products that use ACTION/RE-ACTION and CAUSE/EFFECT functionality is allowing us to create the most INTERACTIVE products our industry has ever seen. This unique approach to product development will provide Sourcewell customers the most innovated aquatic play features in the industry today. Complete Turnkey Solution By combining every conceivable product category in the children's aquatic play industry with the ancillary products and services typically found on a project allows a Sourcewell member to issue a single purchase order for all the Aquatic Play Products, Shade, Surfacing, Engineering services, Installation services and training. The ability to be a one-stop shop will undoubtedly provide a unique cost savings opportunity for Sourcewell members.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	While the warranty does have some stated limitations, these are common in the industry and does not adversely affect coverage	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There is NO Geographic region of the United States or Canada for which we cannot provide a certified technician to perform warranty repairs. An example of our willingness to quickly respond to warranty needs in difficult to reach locations is the time a customer in Managua, Nicaragua had a defective yet under warranty part. This very small but critical part to their project (input output board) was preventing the highly publicized opening day which was scheduled for 24 hours later. We had the replacement part in stock but were unable to secure a source to overnight the part in time for the opening. Our solution was to purchase a plane ticket and fly an employee from our Ashland, Ohio office to Managua to deliver the part and turn around and fly home.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Rain Drop Products warrants the products DIRECTLY for each product category, including those products we simply distribute. We adopt the same warranty language including length, terms and conditions as well as exclusions. Privity for any warranty claim is between the Sourcewell member and Rain Drop Products. It would be Rain Drop's responsibility (not the Sourcewell member) to file a warranty claim with the original manufacture for any products where a warranty claim has been filed with Rain Drop directly.	*

47	What are your proposed exchange and return programs and policies?	RETURN AND EXCHANGE POLICY We stand behind our products 100%. If you're not completely satisfied with your purchase, or you have a non-conforming product, we will work hard to resolve the issue. Most often we are able to resolve the issue with a field technician or an inhouse repair of damaged or nonconforming products. If the product is damaged in transit, a freight claim will be made on behalf of the customer. If the product is nonconforming, Rain Drop Products will pay for return freight and negotiated costs incurred or send a field technician to make necessary repairs. An exchange may be necessary as a last resort and is at the sole discretion of Rain Drop Products. An exchanged product may not be exact and is equal or of equal value. Exchanges are made only when the product defect cannot be repair with 3 attempts by a factory authorized or factory technician. Equal exchanges are not permitted as a result equipotential bonding issues and will be resolved by case. Most of our products are made to customers specified options and paint schemes. These products that are made to order have a 50% restocking fee, plus freight if applicable. This fee is the cost incurred to alter the product for resale. One of a kind products that are produced for a specific customer or have customer specific logos or mascots are not returnable or refundable. Off the shelf products and commodity based products have a 30% restocking fee from the OEM (original equipment manufacturer). If an order is canceled for any reason after we have received a purchase order from the customer, no fees or penalties will be implemented as long as the product has not been shipped or production of the item has not commenced. If the product is shipped, it must be returned at the customers expense in an unused and resaleable condition and are subject to restocking fees. If production on the product has begun, Rain Drop will negotiate with the customer for the incurred costs up to 100% of the selling cost of the product dependent of progress and product type. Our refund policy does not cover products damaged due to neglect, improper usage or application, wind damage or other acts of nature. Our products refund / return policy only covers products installed and used as intended.
48	Describe any service contract options for the items included in your proposal.	Rain Drop Products offers service contract options to assist the customer with construction site inspections at various intervals, advisory assistance during construction, commissioning of a new park, operation and maintenance training, seasonal startups, shutdowns, and winterization. These services ensure proper procedures are followed to help prevent damage to equipment and promote safe operation conditions. These services are offered as a one time visit or can be customized for an extended period depending on the customer needs. Construction Site inspections ensure the installation of infrastructure components and water features are correct and to industry standards and Rain Drop Product instruction. Construction advisor assist the contractor or installer to ensure products are installed correctly for safe reliable use. Commissioning of a new park ensures that all the supplied equipment is installed properly prior to energizing electrical components and pipe connections are correct. Through this process the equipment is adjusted and calibrated to optimal and intended performance. Startup training is available to train maintenance and operating personnel how to keep the system functioning in safe and reliable manner. Seasonal shutdown / winterization is to assist the maintenance personnel to shutdown the park to help prevent damage to equipment and pipe systems. Seasonal Startup assists maintenance personnel to get the park operational again and ensuring everything is adjusted and calibrated for safe operation.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Our normal Payment terms are 35% deposit / 65% balance prior to shipment for most customers. In addition to our stated pricing discount, we waive our standard terms and offer all Sourcewell members who purchase under this contract Payment Terms of Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	As the COVID-19 vaccines are slowly released and our country begins to come out of this 100 year pandemic, Rain Drop's core customer base will be reeling from the year long loss of income from sales tax, income tax, etc. Cities, Towns, Municipalities make up 95% of Rain Drop's revenue stream. From a financial perspective this customer base has been hit hard as it was forced to spend un-budgeted funds on Covid-19 related expenses at a time when they are also facing unprecedented revenue loss. Unlike the Federal Government, these entities must work within a balanced budget. As things get back to normal, very difficult decisions will have to be made regarding budget cuts in all areas from essential services to Parks and Recreation. Unfortunately, it's possible that a children's aquatic play project may take a back seat to keeping fireman and police employed. At the same time, however, this virus has emphasized the importance of providing local recreational alternatives for everyone. For these reasons Rain Drop has partnered with fellow Sourcewell contract holder NCL Government Capital (Sourcewell Contract #011620-NCL) to provide financing alternatives to Sourcewell members to a complete suite of finance solutions. NCL and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	In order to ensure accountability and accuracy, as the contract holder, ALL communications, quotations, Purchase Order processing, and/or invoicing would go through Rain Drop. Our external dealer network would be copied on ALL communication between the Sourcewell member and Rain Drop. Our internal and external sales, support and service staff always has access to ALL project communication and documents via our CRM and/or use of cloud based shared project folders. The Accountability / Reportability of our Sales Order / Invoice process is described in detail in Table 13 Line Item 62.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently accept P-cards from all the major P Card companies for all payments with a 4% surcharge additional cost. As an additional incentive to use the Sourcewell contract we will WAIVE the surcharge for all Sourcewell members.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer line item pricing discount off listed price. See pricing spreadsheet which breaks down pricing by product category. NOTE: In our continuing effort to ensure that the Sourcewell members received the industry best pricing, in the 3-1/2 years we have held the Sourcewell contract we have NOT submitted a price and change request to Sourcewell despite numerous price changes that occurred within our core product line during this same time period.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10% discount of the the stated MSRP

55	Describe any quantity or volume discounts or rebate programs that you offer.	The Pricing provided to Sourcewell for this contract represents the best pricing offered to any Entity, GPO, cooperative procurement organization or state purchasing department. The pricing methodology was based upon the assumption that Rain Drop would receive "average" sized single purchase orders from multiple entities across the Sourcewell membership which justified the volume discount. However, If a single Sourcewell member was contemplating a commitment to multiple orders or a single large purchase order, we could provide an additional discount dependent on the overall size of the opportunity and/or number and kind of features selected.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	While it is difficult to imagine a product or service that is not accounted for in this offering, if one were to present itself we would supply a quote for each request. If the Sourcewell member desired to purchase the product based on the quote we would submit a pricing item change addition information per the Sourcewell guidelines to get it on the Contract.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	No additional costs are anticipated for the purchaser beyond what is included in the pricing provided in this submittal. Rain Drop is offering a total turnkey solution including from everything from Early Stage design, Engineered Stamped drawings, installation services to start-up and training.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All of our products are individually wrapped in foam and secured in wooden crates. Shipping charges are additional and unfortunately there is no current formula to determine freight costs without knowing the products and shipping location. All proposals include freight charges that are determined once the products are chosen and a shipping location is provided. We then determine the best mode of transportation, in most cases either less than truck load common carriers such as FedEx Freight, UPS Freight, YRC, etc., or private trucking companies that specialize in larger shipments and have less handling. We currently have contracts with three 3rd party logistics companies, eight common carriers (FedEx Freight, UPS Freight, YRC, ABF, Old Dominion, Pitt-Ohio, Ward and Saia) and dozens of private trucking companies. We shop all our freight utilizing these resources for the best price and service. We would be happy to provide these quotes to your members to show full transparency so they know they are getting the most economical rate possible and are only being charged what Rain Drop is being charged. We also charge for the shipping crates and handling fees to securely package and crate the products. We are waiving these charges for all Sourcewell members and will only charge for the freight services provided by the companies listed above. Our shipping department coordinates the delivery with the Sourcewell member and the trucking company. Our shipping department monitors the shipment until it is delivered communicating updates to the Sourcewell member daily until the product is delivered.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have experience shipping all over the world. We have shipped products to Canada, Hawaii, Puerto Rico, Central America, South America, Europe, Asia and Australia. We utilize the same process as above for Canadian shipments. We also use some of the third party logistics companies for shipments to Hawaii and Alaska. However, we also have contracts with many international logistics companies that often offer better rates and service to these locations. We will shop for the best rates and service and charge the Sourcewell members in the same manner as listed above. We will also waive any charges for crates, packaging materials and handling. We can clear customs in Canada with our broker, but in most cases the Canadian company we sell to uses their own broker to clear customs. We do provide all necessary documentation to clear customs, whether through our broker, or the customer's broker.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our product usually ships in two phases. The first shipment contains all the below grade components that need to be installed prior to pouring concrete. The second shipment would include all above grade features and mechanical equipment. The shipments are typically split for construction purposes, as the features needed prior to pouring concrete are readily available and the above grade components and mechanical equipment take longer to produce and ship. These features are not required to start construction thus multiple shipments are offered. We also can utilize Flatbed and Step Deck transportation for larger features and ease of handling.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Upon receiving a LEAD for a product or project inquiry, the lead is entered into our Customer Relationship Management system (CRM). At that time, if the customer has stated an interest in using the Sourcewell contract it is flagged as a potential Sourcewell Contract customer. Once the LEAD has been QUALIFIED it is converted into a OPPORTUNITY within our CRM (and retains the Sourcewell flag attribute). At any subsequent time an OPPORTUNITY can be flagged as a Sourcewell project after we educate the customer about the available options. Once an OPPORTUNITY gets to the proposal / quoting stage it is entered into our Enterprise Resource Planning Accounting Software (ERP). In order to access the Sourcewell pricing table within the ERP the quotation must indicate it is a Sourcewell project. This pricing table is the same one that is submitted to Sourcewell. If for any reason pricing is changed then a new price list would need to be submitted to Sourcewell following the SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM procedures. Once a quotation is accepted and a SALES ORDER is received. The quote is converted to a Sales Order in the ERP system. At the time it is converted to a sales order the ERP system PROGRAMMATICALLY creates a payment liability to Sourcewell equal to 2% of the overall Total Cost. Rain Drop follows the Accrual method of bookkeeping for both financial statement and tax purposes therefore the ERP system would programmatically accrue a Balance sheet EXPENSE equal to the 2% administrative fee at the time of sale order conversion and would also create a corresponding Balance sheet liability of 2% payable to Sourcewell. Once the customer has been invoiced for the order and pays in total for the Order, the payment to Sourcewell would become DUE and payable as well as reportable on our Quarterly Sourcewell Reporting requirement. Once a check is cut to Sourcewell for all of the currently DUE payments our accounting system debits the amount of the check from our CASH account and also credits the same amount out of our balance sheet liability account. The ONLY way to allow our system to pull the Sourcewell pricing list is to flag it for Sourcewell pricing. Rain Drop Products strictly adheres to GAAP (Generally Accepted Accounting Principals) and as such it would be an unacceptable accounting irregularity to modify these accrual accounts AFTER an order has been placed. At any time, we have the ability to run reports that show the number / \$ value of Sourcewell projects in our CRM designated as Leads or Opportunities. In addition, at any time we have the ability to run reports within our ERP system which shows the name and value of any quotation that has been flagged for Sourcewell pricing. Finally, at any time we have the ability to run reports within our ERP system which shows the name and value of any converted Sales Orders that have been flagged for Sourcewell pricing and indicate if they are currently due and payable. As a redundant check to prevent accidental omission, each of the Regional Sales Directors is sent a monthly report which indicates the current status of Sourcewell quoted Opportunities and converted Sales Orders. Since the Regional Sales Directors have a financial incentive to use the Sourcewell contract they act as a secondary audit to ensure that no order is accidentally omitted.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, is two percent (2%).

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A lesson learned in our first Sourcewell contract was that members who are interested in using the contract to purchase the aquatic play equipment demand that a COMPLETE package be offered. They have educated us that it makes little sense to purchase the aquatic play equipment directly using the Sourcewell contract only having to publicly bid all of the remaining products and services necessary for the project. Rain Drop is offering a COMPLETE package for all of the equipment / services related to the design, engineering, installation, training, service and maintenance of a children's aquatic play project regardless of size. A Sourcewell member could potentially issue a single PO and receive all things required in an aquatic play project. Our proposed offering goes beyond the core aquatic play toys/structures/slides and equipment and provides a solution for the many other things that are necessary and typically commonly found in an aquatic play project. Examples of the diverse PRODUCTS we are offering can be found in both the SHADE and SURFACING products that are included. Examples of the diverse SERVICES we are offering can be found in the Engineering Stamp Services and Installation services we are offering. A complete breakdown of the many various subcategories and descriptions can be found in Table 14A- Line item 65
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Product MAIN Categories - Inclusive Play- Children's Aquatic Recreation – Sprayground – Splash pads - Zero Depth Entry pools – Waterparks – Spray pad – Installation Services – Training – Maintenance Product Sub-Categories Surface Spray Features – Water play features embedded in the concrete which spray water in many different configurations directly out of the surface. With and without LED LIGHTS Above Ground Features – Water play features affixed to the surface that spray water in many different configuration's, shapes, sizes, & heights. Custom Features / Creature Features – Water play features affixed to the surface that spray water in many different configuration's, shapes, sizes, & heights. These features are organic and thematic and can be customized for each customer to meet their specific needs. Slides - Water play features which allow the user to slide down in many different configurations, shapes, sizes and heights including Children theme slides, Children double racer slides, Childrens single open speed slide, Childrens tube slide polyethylene , Childrens open flume slide polyethylene , Childrens tube slide slide fiberglass, Childrens open flume slide fiberglass, Teen to adult open flume slides 36" fiberglass , Teen to adult tube Slides 32" fiberglass, Tower slides with multiple tube and open slide configurations Play Structures – Complete line of multilevel structures with slides, dumping buckets and various other interactives including both Stainless Steel & Fiberglass Structures, Pocket Pools Structures, Pool Structures, Splash Pad Structures Water Management – Complete line of Manifolds, Pumps, Sand Filters, etc. including Automation controls and devices – PLC and DMX based controllers, DMX show controllers , Custom Show Programming, Automation Controller, Water Chemistry Controls, Sound Controls Sensors for interactivity including Capacitive, Inductive, Proximity, Through beam, Infrared, Load Cells, Pressure, Temperature, Flow, Vision , Touch buttons, Interactive buttons with lights and vibration VFD (Variable frequency drives) Filtration including Sand Filters, Cartridge Filters, Screen Filters Manifolds / PVC water distribution manifolds and Stainless Steel water distribution manifolds Underground water distribution / Tanks / Fiberglass reservoir tanks-potable water / Precast concrete tanks-potable water / Chemical storage tanks Decorative Fountains – including LED lights, DMX controlled sounds and music, Automated fountain nozzles, Fountain Nozzles, Fountain Controls, Fountain Filtration, DMX controls pumps Service – Onsite Installation Supervision, Onsite Training, Onsite Troubleshooting & Repair - Turnkey Installation Service Engineering Services – Pre-Sale Project Design, Stamped Project Drawings, Custom

	Product development Automation controls and devices – PLC and DMX based controllers, sensors, VFD (Variable frequency drives) SHADE with the most trusted brand USA SHADE · Square Shade and Rectangle structures are the most common workhorse shade structure. · Multi-Sided structures provide the fun circus tent and carnival umbrella feel while providing large shade area affordably · Sail shade structures offered is 3 point, 4 point, and 5 point provide a modern innovative look while providing excellent shade · Cantilever are great for use where posts are not welcome in the play space · Single Post designs have a wide variety shade structures that are simple to complex in shape and post placement · Specialty shades structures that resemble flowers and butterflies · Custom shades are design and built to your taste and need Surfacing with the most awarded and safest surfacing option on the market Life Floor foam-rubber flooring tile safety surfacing over hard rough concrete Decorative theme tiles with many color choices Surfacing tile shapes come in square, triangle, hexagon, inlay, and custom shapes Surfacing tiles come in 3/16", 3/8", and 7/8" thicknesses, and can be layered for additional fall attenuation Surfacing tiles for play structures platforms to add safety and a splash of color Extremely customized and theme slide landing pads Slip resistant and hygienically formulated Does not interfere with mechanical systems or clog drains, filtration systems, or spray nozzles The only play surfacing specifically designed for wet play applications Award winning surfacing that meet or exceed industry standards, and in some cases the only one that does Ultra Tuff Coat Concrete coatings Nonslip coatings to provide a budgetary option for a splash of color and theme
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	☒ Yes ☐ No	Site Furnishings & Site Amenities and accessories via Distribution of USA SHADE and LIFE FLOOR surfacing	*
67	Water play and aquatic recreational structures and equipment.	☒ Yes ☐ No	Complete product line of ALL products involved in the children's aquatic play industry.	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	☒ Yes ☐ No	Surfacing and Fall protection and water play and aquatic recreation surfacing provided via distribution of LIFE FLOOR surfacing products.	*
69	Services related to the solutions above.	☒ Yes ☐ No	Installation, Training, Maintenance and repair services for all product categories offered in our complete turnkey installation proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
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70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As we did with our first Sourcewell contract, we plan to make a public records request for sales information from all of the vendors who sold children's aquatic play products under the Contract number #030117 Indoor & Outdoor Recreation & Playground Equipment. In addition, we will make a similar public records request for all other nationwide competitively bid cooperative purchasing organizations like US Communities / Omnia Partners, HGAC, etc. Using this information, we can gauge our past performance against other vendors in our product category and use it to set future sales goals. A required field in our CRM system for every sales opportunity is "Purchase Method". The options for this field are Public Bid-Sole Source, Public Bid-Basis of Design, Public Bid-"Or Equal", Direct purchase, Direct purchase-Sourcewell. We can view the quantity of these various purchase methods in a series of dashboards within the CRM. We will be able to measure our current / past performance over any period of time. Due to the higher costs and labor demands associated with public bids we encourage and incentivize our sales force to get Direct purchase and/or Direct Purchase-Sourcewell.
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Rain Drop believes that the principals of Universal Design, ADA compliance & Accessibility are the MINIMUM standards for which every project should meet. ADA compliance is the law and compliance is mandatory. Guided by a company mantra of "Maximizing the sensory and cognitive experience for children of ALL abilities" we strive to go far beyond Accessibility to create fully INCLUSIVE and INTERACTIVE projects. In our product design process we constantly integrate elements that stimulate ALL of the senses – Visual, Tactile, Audible, Proprioceptive, & Vestibular. A short three minute video emphasizing our commitment to Inclusion can be found here. https://youtu.be/Fq3LPloyaY4 Rain Drop has become a "thought leader" on the subject of Inclusive Aquatic Play and has been asked to present at numerous educational forums across the country on this subject. A quick Google search of the "Inclusive Aquatic Play" yields many top results that refer to presentations, videos, articles that reference Rain Drop's mission to make children's aquatic play more inclusive. Additionally many industry articles have been written about the idea of inclusive aquatic play and have featured Rain Drop as leader in this arena. The American Society for Testing and Materials (ASTM) creates standards which are used all over the world to improve product quality, enhance health and safety, and to let customers know they can count on products. One such standard relates to the aquatic surfacing company we plan to distribute under this contract. NSF/ANSI 50 Certification Life Floor is the ONLY surfacing product certified to NSF/ANSI-50 in relation to "interactive water venues". This standard outlines the performance characteristics of a safety surface around "interactive water venues" such as splash pads and other children's aquatic play venues. Surfacing products are tested for: slip resistance, impact cushioning, chemical resistance, UV resistance, cleanability, and impermeability. 37 states currently reference NSF/ANSI 50 and an additional 4 states have counties that reference NSF/ANSI-50. The Model Aquatic Health Code as set out by the CDC has adopted NSF/ANSI 50 standards; ISPS also references NSF/ANSI-50. The mere presence of a safety surfacing standard provides additional protection for customers as it is always in a facility's best interest to adhere to NSF standards in terms of both operational excellence and risk mitigation. Meeting NSF standards for sanitation, health and safety provide facilities additional protection from potential lawsuits. The NSF/ANSI 50 standard reduces the chance of injuries. However, should an injury occur, operators are able to confirm they were operating under the best and safest practices in the industry. On a product level, using NSF/ANSI 50 certified products takes the guesswork out of finding safe, high-performing products and services for aquatic operators. Independent testing ensures that a product with NSF certification can be trusted to serve public health.

72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	One of Rain Drop's core strengths and key distinguishing factors in this industry is our ability to provide our customers with the most thematic, organic, custom offerings in the industry today. A cursory review of the websites of the major players in the children's aquatic play industry will reveal the significant distinction in the amount of custom thematic products when compared to our competition. A key selling technique for our sales team is to try and find a unique aspect of the particular product location and then create a custom feature specific for the area. These custom features are often mascots, brands, identities of the city / town / municipality where the project is located. Not only does this give the customer a uniqueness to the project but also prevents our competitors from being able to "steal" the job. Rain Drop owns and operates state-of-the-art CNC machining centers to transform 3D digital information into the most creative sculptures, tooling, custom pieces, and finished products. By employing the latest technologies, a project or idea that might once have taken months to execute, can now be completed in days or weeks. The time savings gives us an incredible advantage in the marketplace. The concept renderings presented to the customer are the same digital file used to cut their unique and exciting product. Speed, accuracy, and repeatability are of the utmost importance in mold and pattern making, and we can affordably bring dreams to reality for the imagination of millions. Our 5 axis CNC router combined with our primary manufacturing medium Fiberglass provides us the ability to quickly and cost effectively create new custom features regardless of the particular theme. Rain Drop can even create products that meet the high demands of intellectual property owners. For instance, we recently completed a project for the Cartoon Network hotel featuring a "Power Puff Girls" splash park. Another example can be found in the "Bob the Builder" splash pad we created for Splash Down Beach waterpark.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	Rain Drop Products offering listed in this proposal are certified where applicable with the organization listed in this section. The individual product documentation provide certification information or upon request. The products listed in this proposal have certifications or declarations that conform with but not limited to the following standards organization and laboratories: ASTM F24 Standards: This is world's largest international standards developing organizations. This committee currently has jurisdiction of 24 standards, published in the Annual Book of ASTM Standards, Volume 15.07. These standards play a preeminent role in all aspects important to amusement rides and devices. ASTM F15 STANDARDS: This committee has jurisdiction over 100 standards for consumer products. This ASTM committee has jurisdiction of commercial playground equipment and pool safety. NSF/ANSI Standard 50: This is the American National Standard for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies, such as ozone and ultraviolet (UV) systems. Most state and local pool codes for commercial, waterparks, splash pads, municipal, hotel, motel, apartment, and condominium require compliance with NSF/ANSI Standards. This is an essential health standard to prevent adverse effects to human health. NSF/ANSI Standard 61: This standard of drinking water system components is to establish minimum requirements for the control of potential adverse human health effects from products that contact drinking water. NSF/ANSI Standard 61 includes criteria for testing and evaluating products to ensure they do not leach contaminants into the water that would be a health concern. These contaminants include those regulated by the United States Environmental Protection Agency (USEPA) and Health Canada, as well as any other non-regulated compounds that may be of concern. LEAD FREE COMPLIANCE CERTIFICATION: California's Low-Lead plumbing law (California Health & Safety Code Section 116875; commonly referred to as AB1953) and Vermont Lead in Consumer Products law (Act 193); effective January 1, 2010, prohibits the sale of any plumbing products intended to convey water for human consumption through drinking or cooking that contain lead in excess of a 0.25% weighted average. NSF International has developed a recognized evaluation protocol, NSF-61 Annex G, which serves as independent 3rd party certification of product compliance to California and Vermont low-lead plumbing laws. Underwriters Laboratories Inc. (UL) - UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in the United States of America. Underwriters Laboratories Inc. (cUL) - UL approval for Canada – Underwriters Laboratories of Canada is an independent product safety testing, certification and inspection organization. UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product

	conforms with best industry standards in Canada. Canadian Standards Association. (CSA) Combined logo - CSA approval for Canada and the USA CSA Group delivers confidence and peace of mind to manufacturers, retailers, code authorities and consumers around the world. With the experience and knowledge of thousands of volunteer members, more than 1,600 in-house technical experts and nearly a century of experience in standards development and product certification, we offer you the solutions you need to operate and live in today's world, and the guidance to drive you towards success tomorrow. Intertek ETL Listed - Approval for the USA – Intertek is one of the world's largest Testing, Inspection and Certification companies. The following is a list of Standards Intertek test to for the North American; ASME, ASTM, ANSI, CSA, NFPA, NOM, NSF, UL / ULC Intertek ETL Listed - Approval for Canada – Intertek is a Certification Body by the Standards Council of Canada. ISO9001: The ISO9001 standard is the most recognized international quality system standard. This quality system controls the total process of incoming materials, process control, testing and final inspection American Water Works Association Standards C901 Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 12-Inch Through 3-Inch, for Water. Plastics Pipe Institute Report PPI-TR 9 Recommended Design Factors and Design Coefficients for Thermoplastic Pressure Pipe NSF Standards. NSF/ANSI Standard No. 61 for Drinking Water Systems Components--Health Effects Standard 50 for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies. Uni-Bell PVC Pipe Association Uni-Bell Handbook of PVC Pipe , Chapter VIII, Table 8.7.
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
None	None	None

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Williams, President / CEO, Rain Drop Products

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☒	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☒	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☒	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☒	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☒	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☒	2

**AMENDMENT #1
TO
CONTRACT #010521-RDP**

THIS AMENDMENT is by and between **Sourcewell** and **Rain Drop Products LLC** (Vendor).

Sourcewell awarded a contract to Vendor to provide Playground and Water Play Equipment with Related Accessories and Services to Sourcewell and its Participating Entities, effective February 18, 2021, through February 17, 2025 (Original Agreement).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.
3. Section 18. Insurance, Subsection A. Requirements, Item 4 Umbrella Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 5/24/2021 | 2:57 PM CDT

Rain Drop Products LLC

DocuSigned by:
By: Mark Williams
Mark Williams 20ACAB488449430...

Title: President / CEO

Date: 5/24/2021 | 12:25 PM PDT

Sourcewell—APPROVED:

DocuSigned by:
By: Chad Coquette
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 5/24/2021 | 3:00 PM CDT

PROPOSAL

EXHIBIT "B"



Reference: 1812912
 Project Name: VILLAGE OF KEY BISCAYNE
 Salesperson: Eric Zelman

Date: 3/25/2022

To: Amanda Ashbach
 Purchaser: VILLAGE OF KEY BISCAYNE
 Billing Address: Village of Key Biscayne
 88 W McIntyre St.
 Key Biscayne, FL 33149

First Shipment Address:
 VILLAGE OF KEY BISCAYNE
 Village of Key Biscayne
 88 W McIntyre St.
 Key Biscayne, FL 33149

Quantity	Item # <i>Click on item # to view cut sheet</i>	Item Description	GPM (Ea) <i>(If Applicable)</i>	Unit Price	Extended Amt
	ABOVE GROUND SPRAYS				
2.00	/KSKN-002-LF-OM-SS	PRISM FISH KANNON, SS. LOW FLOW, OMNI	4.50	\$6,132.50	\$12,265.00
1.00	<u>SPSK-003-MF-OM-SS</u>	SUPER SOAKER-MF-OM-SS	1.60	\$8,794.50	\$8,794.50
1.00	<u>DLPT-001</u>	FEATURE ORNAMENT-DOLPHIN		\$5,857.50	\$5,857.50
1.00	/LKBN-012-LF-OM	LEAKIN BEACON 2 BUCKETS, LF, OMNI	15.20	\$20,597.50	\$20,597.50
1.00	/CFTR-021-LF-OM	CREATURE FEATURE, LOW FLOW, SEA TURTLE, OMNI	4.30	\$5,769.50	\$5,769.50
	SURFACE SPRAYS				
1.00	<u>TNLP-001-OM</u>	TINY TOOLIP SPRAY-OM	10.60	\$632.50	\$632.50
2.00	<u>MPKJ-002-LF-OM</u>	MINI POPKORN JET-LF-OM	2.00	\$632.50	\$1,265.00
1.00	<u>CFMT-001-LF-OM</u>	MOLLY MANATEE	6.30	\$4,515.50	\$4,515.50
1.00	<u>WTJT-001-LF-OM</u>	WATER TIARA-LF-OM	1.30	\$632.50	\$632.50
	MOUNTING SYSTEM				
10.00	<u>POD-A001</u>	OMNIPOD TEMPLATE		\$0.00	\$0.00
	CONTROL SYSTEM				
1.00	<u>BOL-005-SS</u>	BOLLARD ACTIVATOR-TOUCH-SS		\$3,360.50	\$3,360.50
7.00	<u>SOL-MFD-ISOS-UNN-1</u>	1" SOLENOID VALVE ASSEMBLY, TRUE UNION BALL VALVE-DC FOR ISPLASH		\$220.00	\$1,540.00
3.00	BLV-MFD-UNN-1	1" BALL VALVE ASSEMBLY-TRUE UNION FOR MANIFOLD		\$148.50	\$445.50
1.00	/MFD-110203040	MANIFOLD 6", 10-1", 0-2", 0-3", 0-4" OUTLETS		\$1,974.50	\$1,974.50
1.00	RNMK-024	RAIN MAKER-24 OUTLET		\$8,250.00	\$8,250.00
1.00	/PERFBOND-1812912	SURETY PERFROMAN BOND		\$5,975.00	\$5,975.00
1.00	/CSER	Construction Site Services		\$123,500.00	\$123,500.00

CONSTRUCTION SITE SERVICES
 WORK INCLUDED

DEMO OF EXISTING SPLASH PAD. (3) DUMPSTER WITHIN THIS PROPOSAL
 PROVIDE A TEMPORARY CHAIN-LINK SAFETY FENCE WITH GREEN SCREENING
 NEW SPLASH PAD TO BE 900 SQ. FT. IN SIZE. COMMERCIAL FRESHWATER SYSTEM.
 WE WILL EXCAVATE FOR SPLASH PAD AND TRENCHED FOR PIPING

PROPOSAL



Reference: 1812912
Project Name: VILLAGE OF KEY BISCAYNE
Salesperson: Eric Zelman

FORM AND RE-USE EXISTING STONE BASE
USE SCHEDULE 40 PVC FOR PRESSURE LINES AND NON PRESSURE LINES
FURNISH AND INSTALL PIPING FROM MANIFOLD TO GROUND SPRAY EMBEDS. WE WILL ALSO INSTALL ALL
FEATURE EMBEDS PROVIDED. MAX 30LF FROM CENTER OF PAD.
ALL FOOTERS FOR EMBEDS ARE WITHIN THIS PROPOSAL
PROVIDE AND INSTALL COPPER BONDING WIRE
WE WILL POUR 6" 3500psi w/ FIBER CONCRETE PAD
ONCE CONCRETE HAS BEEN PLACED AND BROOM FINISHED, WE WILL SET PERMANENT FEATURES
START UP AND TRAIN OWNER ON OPERATING THE PROGRAM CONTROLLER

*

WORK NOT INCLUDED

- ACCESS TO SITE
- ALL FOUNTAIN FEATURES AND EQUIPMENT PURCHASED FROM RAINDROP NOT LISTED
- ANY SPRAY PAD SURFACING, SUCH AS RUBBER OR PEBBLE FLEX OR TUFF COAT OR OTHER COATINGS
- FRESH WATER LINE
- ANY DECKS, SIDEWALKS, INSTALLATION OF DECK DRAINS, EXPANSION JOINTS, JOINT SEALANTS, ETC. NOT PART OF THIS SCOPE AS LISTED
- SITE AMENITIES SUCH AS BOULDERS, PARK BENCHES, TRASH CANS, SHADE STRUCTURES
- ANY EXCAVATION BEYOND WHAT IS DESCRIBED IN WORK INCLUDED
- NOT RESPONSIBLE FOR ANY PERMITS, STAMPED DRAWINGS EITHER ARCHITECTURAL OR ENGINEERED
- ALL ELECTRICAL WORK BY OTHER
- FINAL GRADING OF ANY KIND AND STAGING AREAS
- SURETY BOND IF REQUIRED
- FURNISH & INSTALL BACK FLOW PREVENTER AND/OR PRESSURE REGULATOR AT WATER SOURCE IF REQUIRED

*

NOTES

- WE WILL REQUIRE A STAGING AREA FOR ALL MATERIALS AND EQUIPMENT AS WELL AS A DEDICATED POWER/WATER SUPPLY ON THE JOB SITE
- CABINET, VAULT, ETC. BY OTHER
- ALL SOILS REMAIN ON SITE
- EXCLUDES ANY AND ALL LANDSCAPING, SOD, OR GRASS REPAIRS
- THIS QUOTE IS BASED ON VISUAL DATA AND LIMITED TO THE STANDARD BUILDING PRACTICES. IF WE FIND UNSUITABLE SUBSTRATE OR OTHER UNUSUAL OBSTRUCTIONS OR UNDERGROUND ELECTRICAL/WATER; THESE WILL BE ADDRESSED WITH BE ADDITIONAL WORK APPROVED AND AGREED UPON REASONABLE FEE.
- WE WILL REQUEST AN ON-SITE MEETING WITH ALL NECESSARY PARTIES OR THEIR REPRESENTATIVES PRIOR TO COMMENCEMENT OF WORK. AT THIS TIME THE AGREEMENT WILL BE REVIEWED AND SITE ACCESS, STAGING OF MATERIALS, DISPOSAL OF DEBRIS AND LAYOUT OF PAD, TANK, ETC. WE WILL NOT BE RESPONSIBLE FOR THE RUNOFF OR DISPOSAL OF MATERIAL WASTE. IF VANDALISM OCCURS ADDITIONAL WORK ORDERS WILL BE NEGOTIATED.

*

SOURCEWELL APPROVED CONTRACT #010521-RDP

PROPOSAL



Reference: 1812912
Project Name: VILLAGE OF KEY BISCAYNE
Salesperson: Eric Zelman

Total Flow (Non Choreographed) - 52.30 GPM



Total Order	\$205,375.00
Less discount at a rate of 10.00%	-\$19,940.00
Freight to Key Biscayne, FL	\$3,195.00
Taxes - See General Terms, Conditions and Warranty	\$0.00
Net Order	\$188,630.00

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: CUSTOM TERMS, SEE ATTACHED

Estimated Delivery Date upon placement of Order:

See the following pages for General Terms, Conditions and Warranty related to this Proposal

PROPOSAL



Reference: 1812912
Project Name: VILLAGE OF KEY BISCAYNE
Salesperson: Eric Zelman

Warranty Details Click Here

GENERAL TERMS AND CONDITIONS

1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").

2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.

3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.

4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal, this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop. Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC warranty."

6) **Insurance Requirements:** Rain Drop will not provide any insurance coverage in excess of its standard insurance, a copy of which is available for your review prior to acceptance of this Proposal.

7) **Payment:** Terms of payment are defined in the "Payment Terms" section of this Proposal and are specific to this contract. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued

PROPOSAL



Reference: 1812912
Project Name: VILLAGE OF KEY BISCAYNE
Salesperson: Eric Zelman

manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. Rain Drop may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement. Transactions over \$5,000 paid via credit card will be subject to a 3% surcharge.

8) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

9) **Lien Releases:** Upon request by Owner, Rain Drop will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Rain Drop will provide a full release of liens upon receipt of final payment. In accordance with state laws, Rain Drop reserves the right to place a lien on the property if final payment has not been received ten days prior to the filing deadline for liens.

10) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.

11) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop's receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16) weeks depending on the size and complexity of the components ordered.

12) **Changes in the Work:** During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop, which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

13) **Restocking Fee** There will be a 30% restocking fee applied to all Products returned by Purchaser. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Rain Drop and its consultants, agents and employees or any of them from and against claims, damages, losses and

PROPOSAL



Reference: 1812912
Project Name: VILLAGE OF KEY BISCAWAYNE
Salesperson: Eric Zelman

expenses, including but not limited to attorneys' fees, related to the installation of products manufactured and supplied by Rain Drop, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section..

15) **Intellectual Property Rights** Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

16) **Assembly/Installation:** Rain Drop does not provide installation services. If requested and specifically detailed in this Proposal, construction site services are intended to imply supervision and consulting services only. All labor required for the assembly, construction or removal of Products manufactured and supplied by Rain Drop will be the Purchaser's and/or Owner's responsibility.

17) **Site/Use Review by Purchaser:** Rain Drop relies on the Purchaser to determine that the Products are appropriate and safe for the Owner's installation site and/or intended use.

18) **Dispute Resolution:** Any controversy or claim arising out of or related to this Proposal must be settled by binding arbitration administered in Ashland, Ohio by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

19) **Entire Agreement; No Reliance:** This Proposal, if accepted by Purchaser, represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this Proposal are not part of this Proposal. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Rain Drop or its agents which are not expressly stipulated herein, including, without limitation any statements as to the Products, warranties provided hereunder.

20) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

21) **Governing Law:** The Proposal will be construed and enforced in accordance with the laws of the State of Ohio. Notwithstanding any other law or venue available in any country or jurisdiction, the parties specifically reject all other venues and jurisdictions other than the United States of America, State of Ohio.

22) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain

PROPOSAL



Reference: 1812912
Project Name: VILLAGE OF KEY BISCAYNE
Salesperson: Eric Zelman

Drop and the Purchaser, and their successors and permitted assigns.

23) **Miscellaneous:** Rain Drop objects to the inclusion of any different or additional terms in Purchaser's acceptance of this Proposal and if such terms are included in Purchaser's acceptance, Purchaser agrees that a contract of sale will nevertheless result only on the original terms stated in this Proposal. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.

PROPOSAL



Reference: 1812912
Project Name: VILLAGE OF KEY BISCAYNE
Salesperson: Eric Zelman
Order Amount: \$ 188,630.00

Executed to be effective as of the date executed by the Company:

PURCHASER:

Signature: _____

By: (Print Name) _____

Title: _____

Date: _____



VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council
Michael W. Davey, Mayor
Brett Moss, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Edward London
Ignacio J. Seguro

DATE: April 12, 2022
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) *Hurricane Preparedness & Debris Management presentation (Fire Chief Eric Lang)*

A presentation will be displayed; reference exhibit 1.a

Section 2: Thriving and Vibrant Local Community and Marketplace

a) *Vision Board update (Planning Director Jeremy Gauger)*

A presentation will be displayed;

Section 3: Engaging and Active Public Spaces and Programs – no updates to report

Section 4: Accessible, Connected, and Mobile Village-Wide Transportation

a) *Design of Sands Condominium Public Beach Access Path (Public Works Director Jake Ozyman)*

The path is situated between the Sands Condominium and the Key Biscayne Beach Club (reference proposed design plans - exhibit 4.a). Establishing this public beach access was 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 in perpetuity.

The intent and purpose of the dedication granted to the Village on the Easement Area is to provide exclusive and 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 maintenance vehicles for beach maintenance and re-nourishment, and emergency vehicles and Village operations for public, health, safety and welfare purposes.

The Village agreed to install and construct, at its sole cost and expense, certain improvements to make the Easement Area suitable for pedestrian, bicycle and limited vehicular (golf cart) access, including: (a) installation of a paved path and/or walkway on the Beach Easement Areas; (b) landscaping; (c) fencing, and (d) limited lighting as approved by applicable governmental and



VILLAGE OF KEY BISCAYNE

permitting agencies. The Village agreed to maintain and repair the Easement Area and the Improvements, at its sole cost and expense, in safe and good working condition as such that pedestrian and vehicular access is not impaired or obstructed. The Village agreed to keep the Easement Area and Improvements clear and free of trash, debris and any obstruction while providing adequate drainage and lighting. 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 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 agreed that prior to the installation of any improvements to the Easement Area, it will submit all proposed improvements to the Grantor (Sands Condominium) and to the extent possible, incorporate any reasonable revisions to the proposed improvements provided that they are consistent with the current architecture.

The Village will not expand or otherwise amplify parking for motor vehicles of any kind on Ocean Drive from Galen Drive to the Beach Park maintained and operated by the Village during the term of the Easement without Grantor's consent.

Next steps also include bidding the plans for construction.

Section 5: Resilient & Sustainable Environment and Infrastructure

a) Streetlight Assessment Plan: East Enid (Public Works Director: Jake Ozyman)

After the recent incident on east Enid Drive, the Village is partnering with FPL for the installation of additional lights along East Enid drive.

The project involves:

- Removal of current uplights that do not provide adequate illumination levels; the existing lights will be repurposed for other locations within the Village
- Installation of 17 Holophane 58W 3K LED black/black Granville on 18'6" black Washington poles at 100' on center; proposed light will provide 2.32 foot candle average at the south sidewalk, 0.19 foot candle average at the north sidewalk, and 0.61 foot candle average at the roadway

The project construction cost is estimated at \$16,300.93. A maintenance service agreement will be negotiated with FPL; the monthly tariff is projected at a rate of \$625.90 per month (see attached LED lighting cost estimate – Exhibit 5.a.1)

Village wide Streetlight project

The Village is exploring phasing out all high-pressure sodium (HPS) light fixtures to light-emitting diode (LED) light fixtures and transferring ownership and maintenance duties to Florida Power and Light. There are four categories of areas to be considered in this transition:



VILLAGE OF KEY BISCAYNE

1. Areas with Street Lights owned by the Village of Key Biscayne
2. Areas with Street Lights owned by the Miami-Dade County
3. Areas with Street Lights within Special Taxing Districts
4. Areas with no Street Lights

Benefits are:

- Savings — Switching to LED lighting typically saves 25-50% in energy over traditional technologies.
- Higher-quality lighting makes a big difference to a community's appeal, safety, and comfort. It livens up main streets and gathering spots by making them more inviting to residents and encourages active lifestyles by offering safer walking, biking, outside play and socializing.
- Material, installation, maintenance and energy costs are paid in monthly service fees.
- All lights are equipped with Smart Nodes that can auto-generate light outage notification.
- 24/7 maintenance provided by FPL

The Village staff completed a full inventory of the streetlights and shared with FPL. It can be accessed by using this link:

<https://www.arcgis.com/home/webmap/viewer.html?webmap=ccbfb0c02204eb5a52008aba10ff903&extent=-80.1894,25.6786,-80.1388,25.7035>

b) Introduction: Operations, Maintenance and Repair Program (Public Works Director Jake Ozyman)

A presentation will be displayed

Section 6: Effective and Efficient Government Services

a) CIP project update (CIP & Grants Manager Colleen Blank)

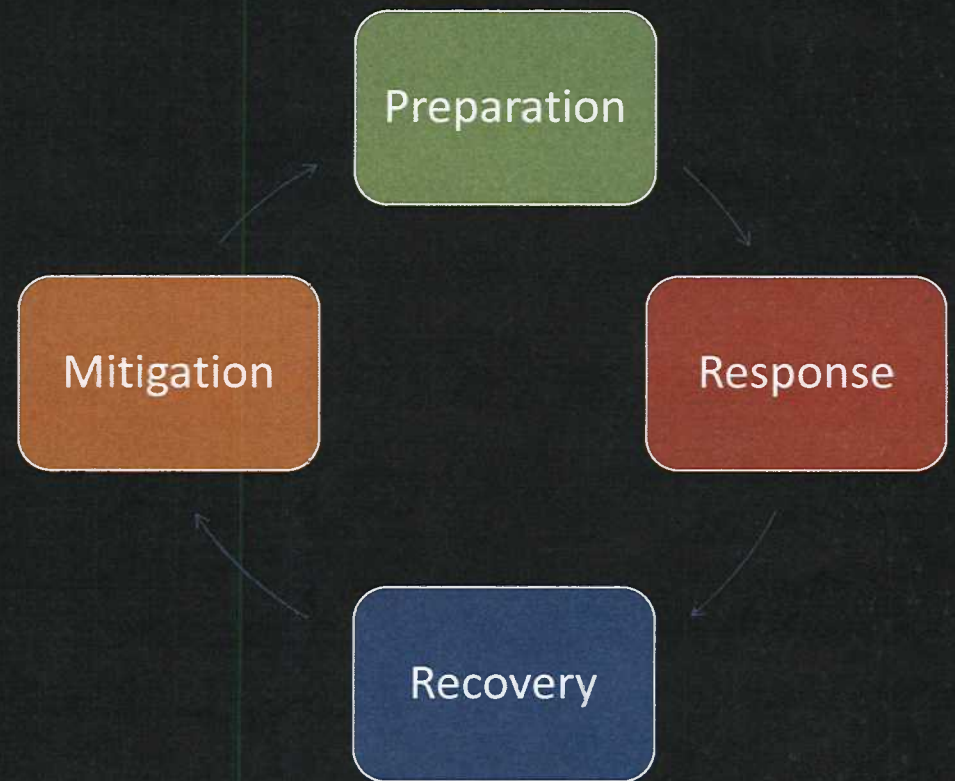
A presentation will be displayed; reference exhibit 6.a & 6.a.1

EXHIBIT "1.a."



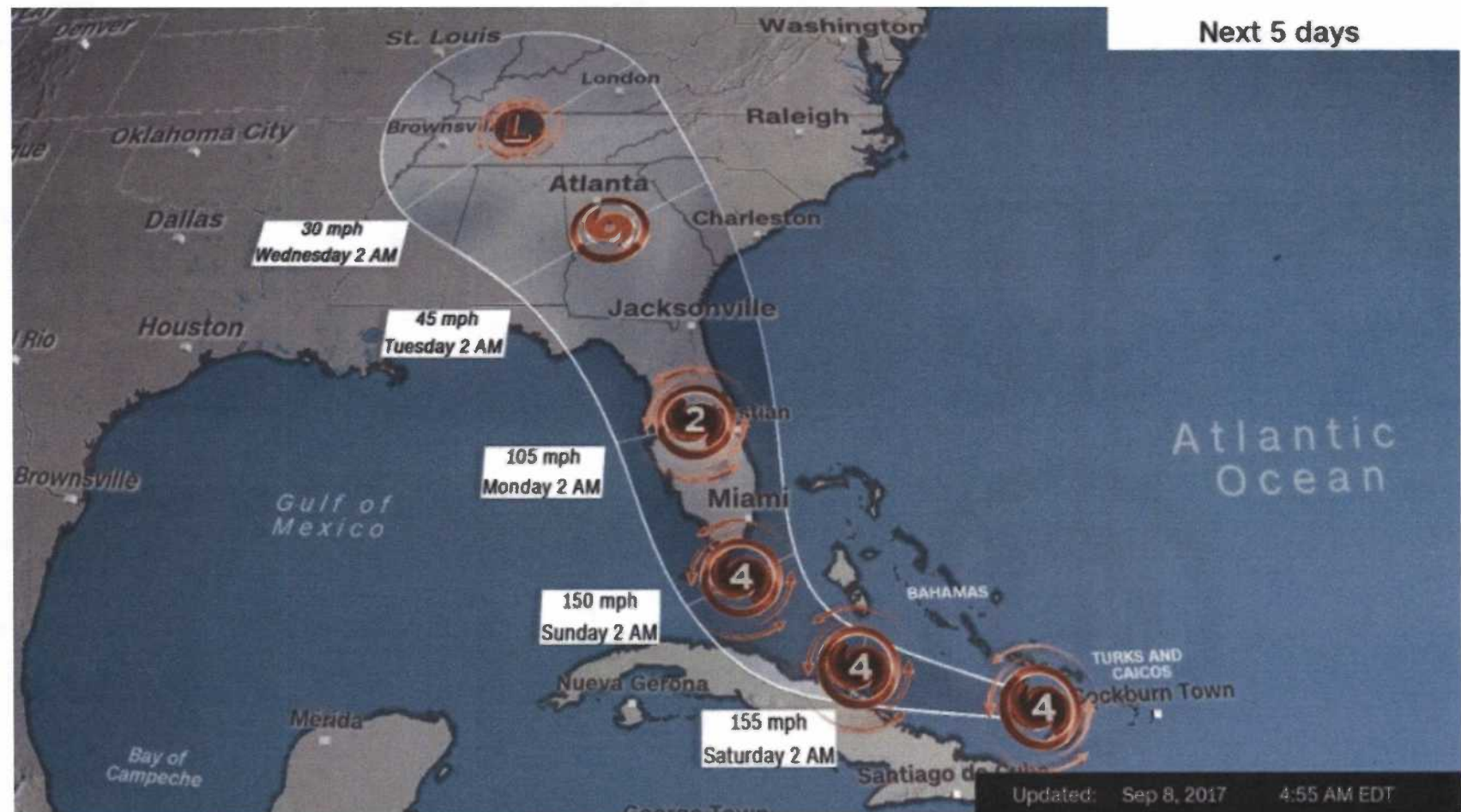
Preparation

- Training the Team
 - ICS 100, ICS 700, ICS 700
- Prepare the Community
 - Hurricane Meeting for HOA Security Directors
 - Evacuation and Re-entry Plan
 - Disseminate Hurricane Preparation Instructions
- Review and Renew contracts
 - Ashbritt – Debris Mngt, Witt O'Brien - Monitoring
 - COOP Site at Homewood Suites
 - Stage Response Equipment
- Conduct Pre-Disaster Facilities Assessment
- Prepare Debris Management Plan
 - Location of Debris Staging Sites
- Hurricane Exercise



4/12/2022

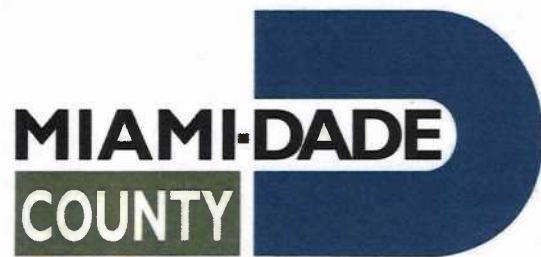
2

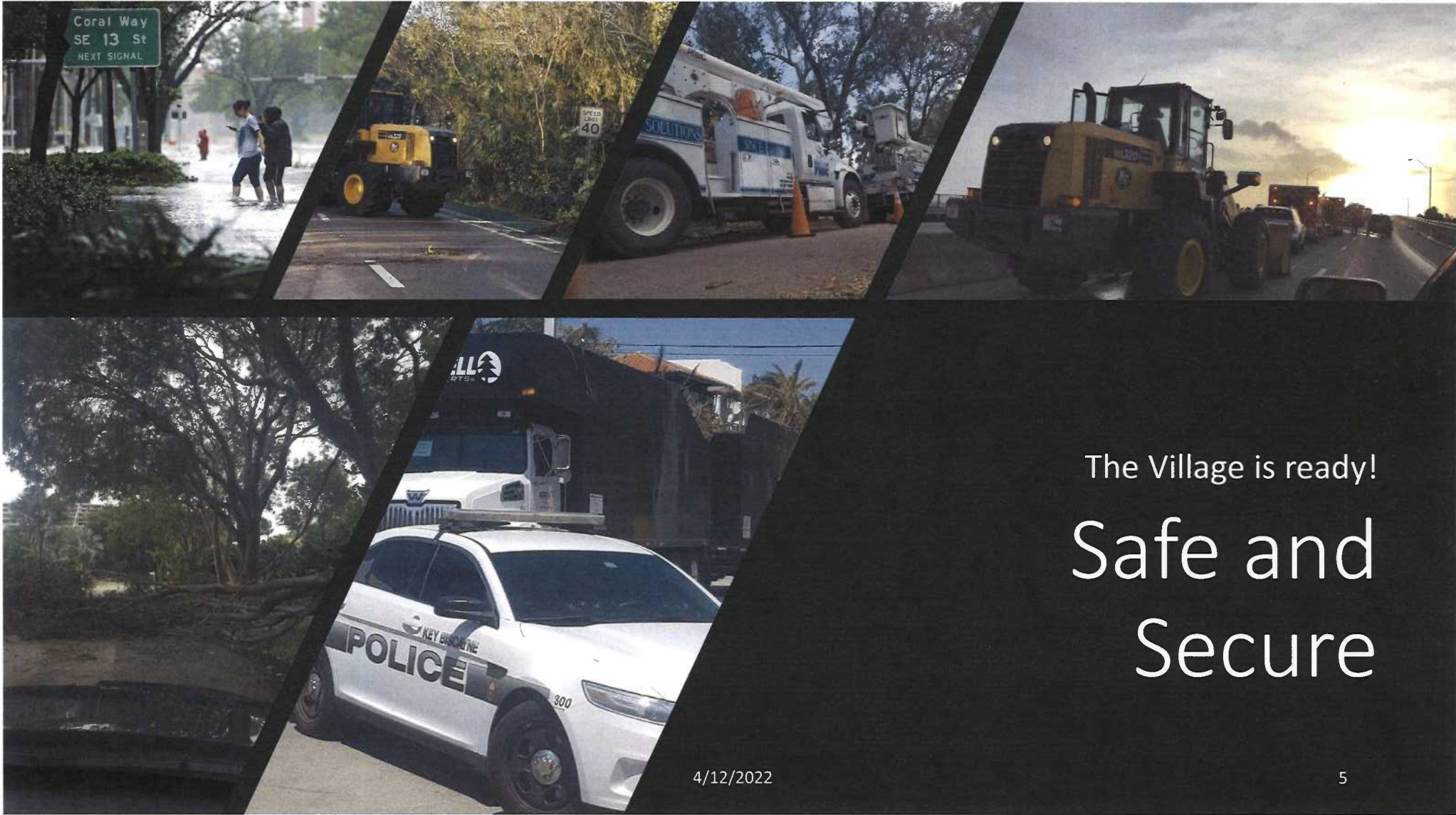


Preparation • Watch • Warning • Response • Recovery



WITT O'BRIEN'S



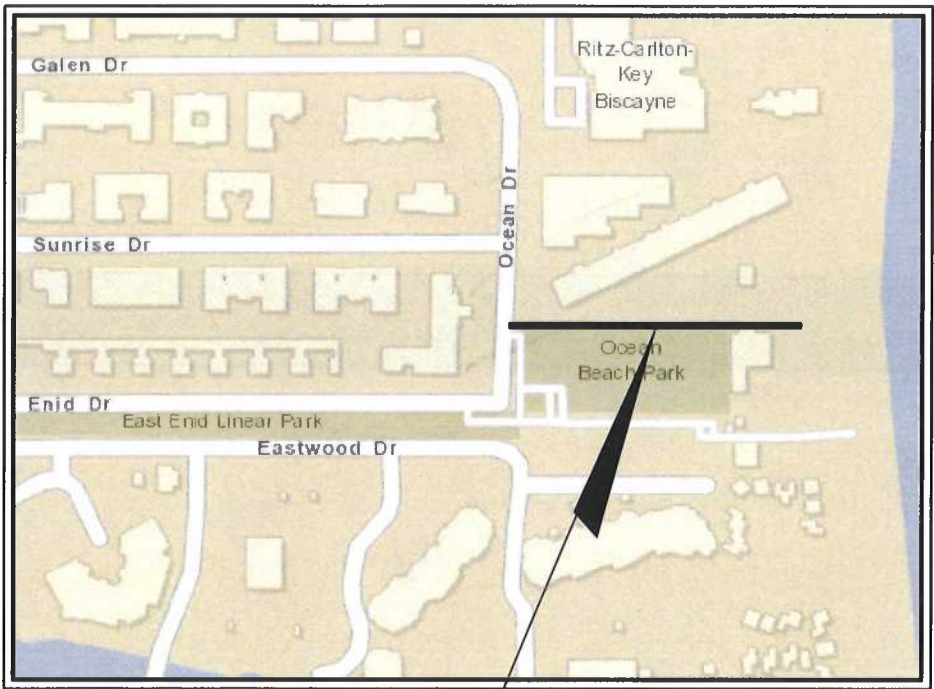
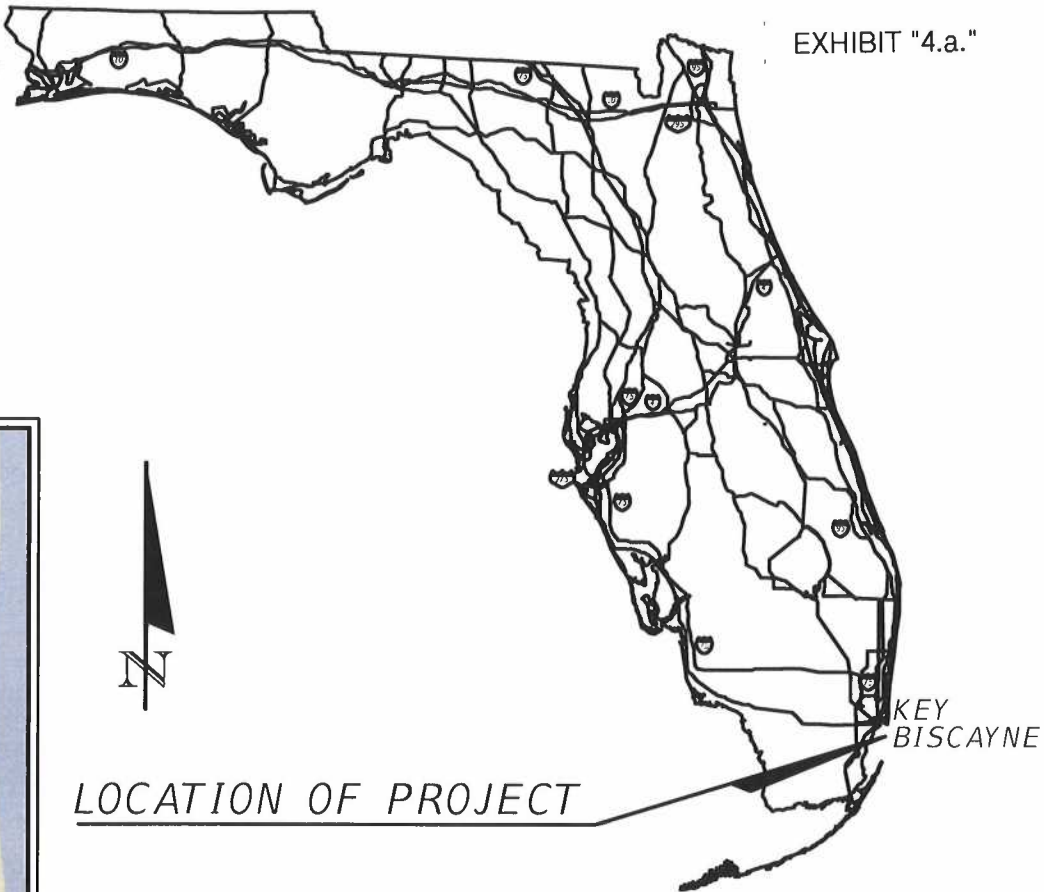


The Village is ready!
**Safe and
Secure**

4/12/2022

5

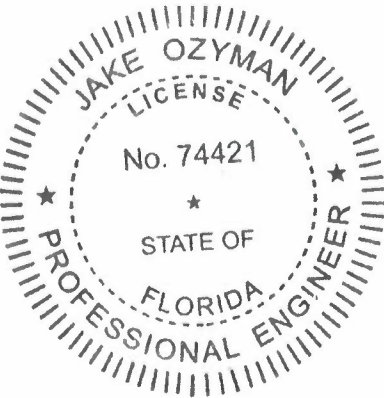
PUBLIC BEACH ACCESS
AT SANDS CONDOMINIUM



LOCATION OF PROJECT

Jake
Ozy
man,
P.E.

Digitally signed by
Jake Ozyman, P.E.
DN: cn=Jake
Ozyman, P.E.,
o=Village of Key
Biscayne,
ou=Public Works,
email=jozyman@k
eybiscayne.fl.gov,
c=US
Date: 2022.03.22
12:06:36 -04'00'



ENGINEER OF RECORD

JAKE OZYMAN, P.E.
P.E. LICENSE NUMBER 74421
VILLAGE OF KEY BISCAIYNE
DEPARTMENT OF PUBLIC WORKS
88 WEST MCINTYRE STREET
KEY BISCAIYNE, FL 33149

INDEX OF PLANS

SHT. No.	SHEET DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS AND DEMOLITION PLAN
3	NOTES
4	SITE PLAN
5	DETAILS
6	DETAILS - ALTERNATE A



Call 811 or visit sunshine811.com two full
business days before digging to have
buried facilities located and marked.
Check positive response codes before you dig!

NOTES

- ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NATIONAL
GEODETIC VERTICAL DATUM OF 1929.
- THIS PERMIT SET MUST BE ON JOB SITE AT ALL TIMES DURING THE
CONSTRUCTION.
- 24 HOURS PRIOR TO COMMENCING WORK IN THE PUBLIC RIGHT OF
WAY CONTACT APPLICABLE RIGHT OF WAY JURISDICTION FOR
INSPECTION.
- APPROVAL OF THESE PLANS DOES NOT CONSTITUTE A PERMIT FOR
CONSTRUCTION. A PERMIT FOR CONSTRUCTION MUST BE OBTAINED
FROM JURISTICTIONAL AUTHORITES.
- SAFETY IS PARAMOUNT FOR ALL CONSTRUCTION ACTIVITIES.
APPLICABLE JURISTICTIONAL SAFETY REQUIREMENTS MUST BE
ADHERED AT ALL TIMES.

LEGAL DESCRIPTION:

The South 10 feet of Tract "A" of Replat of Tract "A" of RUTGERS SUBDIVISION, according to the Plat thereof, as recorded in Plat
Book 77, Page 6, of the Public Records of Miami-Dade County, Florida.

SCOPE OF WORK: FURNISH AND INSTALL ±580 FT. LONG - ± 6' WIDE PERVIOUS
PAVER WALKWAY FOR THE PURPOSE OF PROVIDING ACCESS TO THE PUBLIC.

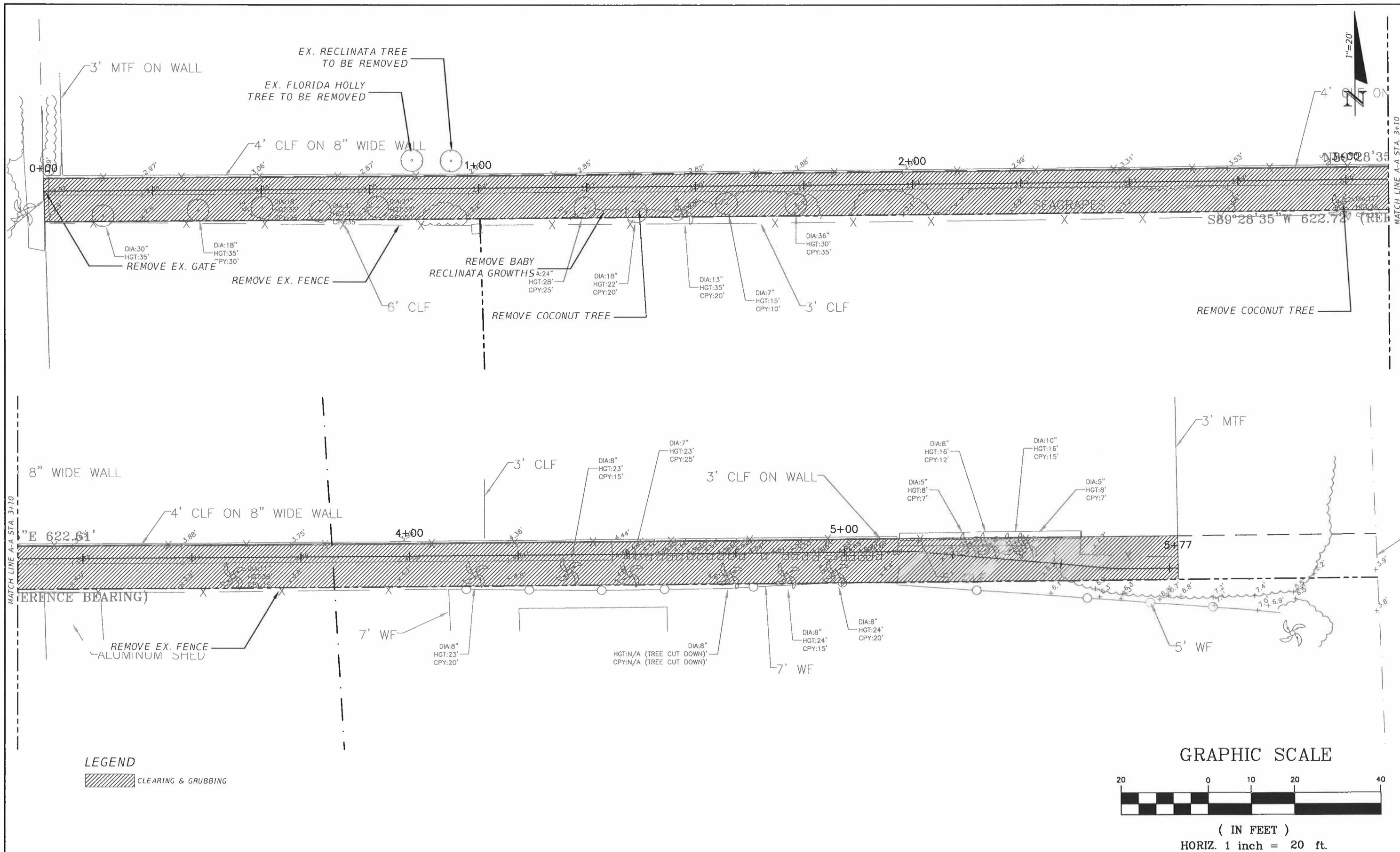
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAKE C. OZYMAN ON THE
DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SHEET
NO.

1

PERMIT SET



REVISIONS				JAKE OZYMAN, P.E. P.E. LICENSE NUMBER 74421 VILLAGE OF KEY BISCAYNE DEPARTMENT OF PUBLIC WORKS 88 WEST MCINTYRE STREET KEY BISCAYNE, FL 33149	VILLAGE OF KEY BISCAYNE PUBLIC BEACH ACCESS AT SANDS CONDOMINIUM	EXISTING CONDITIONS AND DEMOLITION PLAN		SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION					

GENERAL NOTES

1. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER / DEVELOPER SITE WORK SPECIFICATIONS.

2. CONTRACTOR TO COORDINATE ALL WORK WITH VILLAGE OF KEY BISCAINE PUBLIC WORKS DEPARTMENT.

3. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, & UTILITIES WHICH MAY OR MAY NOT BE SHOWN ON THE PLANS.

4. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

4. THE LOCATION & SIZE OF ALL EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND / OR BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION.

5. THE CONTRACTOR SHALL TAKE ADEQUATE MEASURES TO ENSURE SAFETY WHEN WORKING WITHIN THE VICINITY OF OVERHEAD ELECTRICAL, TELEPHONE & OTHER LINES. PROPER COORDINATION WITH JURISDICTIONAL AUTHORITIES SHALL BE UNDERTAKEN AS APPLICABLE.

6. THE CONTRACTOR SHALL NOT LEAVE EXCAVATED TRENCHES OPEN, UNCOVERED OR EXPOSED AT THE END OF THE WORKING DAY, WEEKENDS, HOLIDAYS OR OTHER TIMES WHEN CONSTRUCTION IS STOPPED.

7. SAFETY NOTICE TO THE CONTRACTOR:
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE VILLAGE STAFF OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.

8. THE CONTRACTOR SHALL EXERCISE EXTREME

CAUTION WHILE WORKING IN AREAS NEAR EXISTING STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL REPAIR OR PAY FOR ANY DAMAGES MADE TO EXISTING STRUCTURES AND UTILITIES. (INCLUDING IRRIGATION LINES, ELECTRIC LINES, WATER AND SEWER ETC.)

9. ALL DISTURBED AREAS SHALL BE DRESSED, GRADED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.

10. THE CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO COMPLETE THE CONSTRUCTION AND ALL WORK SHALL BE DONE IN ACCORDANCE WITH PERMIT CONDITIONS.

11. ANY UNSUITABLE MATERIAL ENCOUNTERED SHALL BE REMOVED FROM THE SITE. EXCESS SUITABLE FILL MATERIAL SHALL BE STOCKPILED ON-SITE AT A LOCATION TO BE DETERMINED BY THE VILLAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE MATERIAL AND REPLACEMENT WITH STRUCTURAL FILL OR SUITABLE BACKFILL MATERIAL.

12. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR REVIEW.

13. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL 811 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION / DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES.

14. CONTRACTOR SHALL ADHERE TO THE VILLAGE OF KEY BISCAINE'S NOISE ORDINANCE, CHAPTER 17 WHICH PROHIBITS EXCAVATION & CONSTRUCTION OUTSIDE OF THE FOLLOWING PERMITTED HOURS:

7:00 A.M. TO 6:30 P.M. ON MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY.

STORMWATER POLLUTION PREVENTION PLAN NOTES

1. PERMANENT OR TEMPORARY EROSION & SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICABLE TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICE. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHALL BE THE PLACEMENT OF TEMPORARY EROSION & SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT, THE INITIAL WORK AREA, & OTHER AFFECTED AREAS TO PREVENT STORM WATER POLLUTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE & REPAIRS OF EROSION & SEDIMENT CONTROL/SWPPP DEVICES PER THE FDOT STANDARD SPECIFICATION FOR ROAD & BRIDGE CONSTRUCTION (CURRENT EDITION). THE MAINTENANCE OF THESE DEVICES WILL OCCUR UNTIL THE VILLAGE OF KEY BISCAINE REPRESENTATIVE HAS DEEMED AN AREA PERMANENTLY STABILIZED. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL TEMPORARY EROSION AFTER COMPLETION OF THE PROJECT.

3. CONFORMANCE WITH SWPPP SHALL NOT RELIEVE THE CONTRACTOR FROM HIS/HER RESPONSIBILITIES TO PROTECT ADJACENT PROPERTIES, FEATURES & NATURAL ENVIRONMENT FROM THE POSSIBLE DAMAGE IMPACT THAT MAY ARISE AS A RESULT OF THE CONSTRUCTION LIMITED TO CONSTRUCTING SUCH FACILITIES & ANY OTHER MEASURES THAT ARE NECESSARY TO PREVENT CONTROL & ABATE WATER , & EROSION DAMAGE TO PUBLIC & PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT

4. EROSION & SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THE INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.

5. CONTRACTOR SHALL VERIFY THAT ALL DRAINAGE STRUCTURES, WITHIN THE PROJECT LIMITS WHETHER INDICATED ON THE PLANS OR NOT, SHALL BE PROTECTED IN ACCORDANCE WITH THE ESTABLISHED METHODS AS NOTED ABOVE.

6. DUST, RESULTING FROM PROPOSED DEMOLITION ACTIVITIES, SHALL BE PREVENTED FROM INTRUSION INTO THE STORMWATER CONVEYANCE SYSTEM. APPROPRIATE DUST CONTROL TECHNIQUES (WATER OR SLURRY) MUST BE RETAINED ON SITE. THE USE OF CALCIUM CHLORIDE, OILS OR OTHER CHEMICAL DUST CONTROL AGENTS IS PROHIBITED.

7. CONTRACTOR SHALL INSTALL PERIMETER POLLUTION PREVENTION CONTROLS AFTER CLEARING & GRUBBING AND BEFORE BEGINNING OTHER CONSTRUCTION. CONTRACTOR SHALL REMOVE PERIMETER CONTROLS ONLY AFTER ALL AREAS HAVE BEEN STABILIZED.

8. THE EXISTING DRAINAGE FLOW PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.

9. THE CONTRACTOR SHALL MONITOR ALL POLLUTION CONTROL DEVICES TO ENSURE SUFFICIENT CONVEYANCE OF STORMWATER RUNOFF & TO ELIMINATE SOIL EROSION DURING CONSTRUCTION.

10. CONTRACTOR SHALL COVER LOADED TRUCKS WITH TARPULINS.

11. CONTRACTOR SHALL REMOVE EXCESS DIRT FROM THE ROADWAY DAILY.

12. A QUALIFIED PERSON SHALL INSPECT POLLUTION CONTROL DEVICES AT LEAST ONCE EVERY SEVEN CALENDAR DAYS & WITHIN 24 HOURS OF THE END OF A STORM, THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL & MAINTAIN RAIN GAUGES & RECORD THE DAILY RAINFALL WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO VERIFY THAT CONTROLS INSTALLED IN THE FIELD COMPLY WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

13. WITHIN 24 HOURS OF INSPECTION, THE CONTRACTOR SHALL INITIATE REPAIRS TO THE CONTROL DEVICES THAT THE INSPECTION INDICATES ARE NOT IN GOOD ORDER.

14. AT NO TIME SHALL SEDIMENTS BE ALLOWED TO ACCUMULATE WITHIN DRAINAGE STRUCTURE & CONVEYANCE PIPELINES. STRUCTURES & PIPELINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.

15. STOCKPILE OF EARTH & OTHER CONSTRUCTION RELATED MATERIAL MUST BE PROTECTED AGAINST ACCIDENTAL TRANSPORTATION FROM PROJECT SITE BY WIND & WATER FLOW.

16. ALL STORM DRAINAGE SYSTEMS MADE OPERABLE DURING CONSTRUCTION, SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT GAIN ENTRY INTO THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENTS.

17. MODIFICATIONS OR CHANGES TO THE INFORMATION DEPICTED ON THE STORMWATER POLLUTION PREVENTION PLAN SHEETS MUST BE SUBMITTED TO THE EOR/JURISDICTIONS FOR APPROVAL.

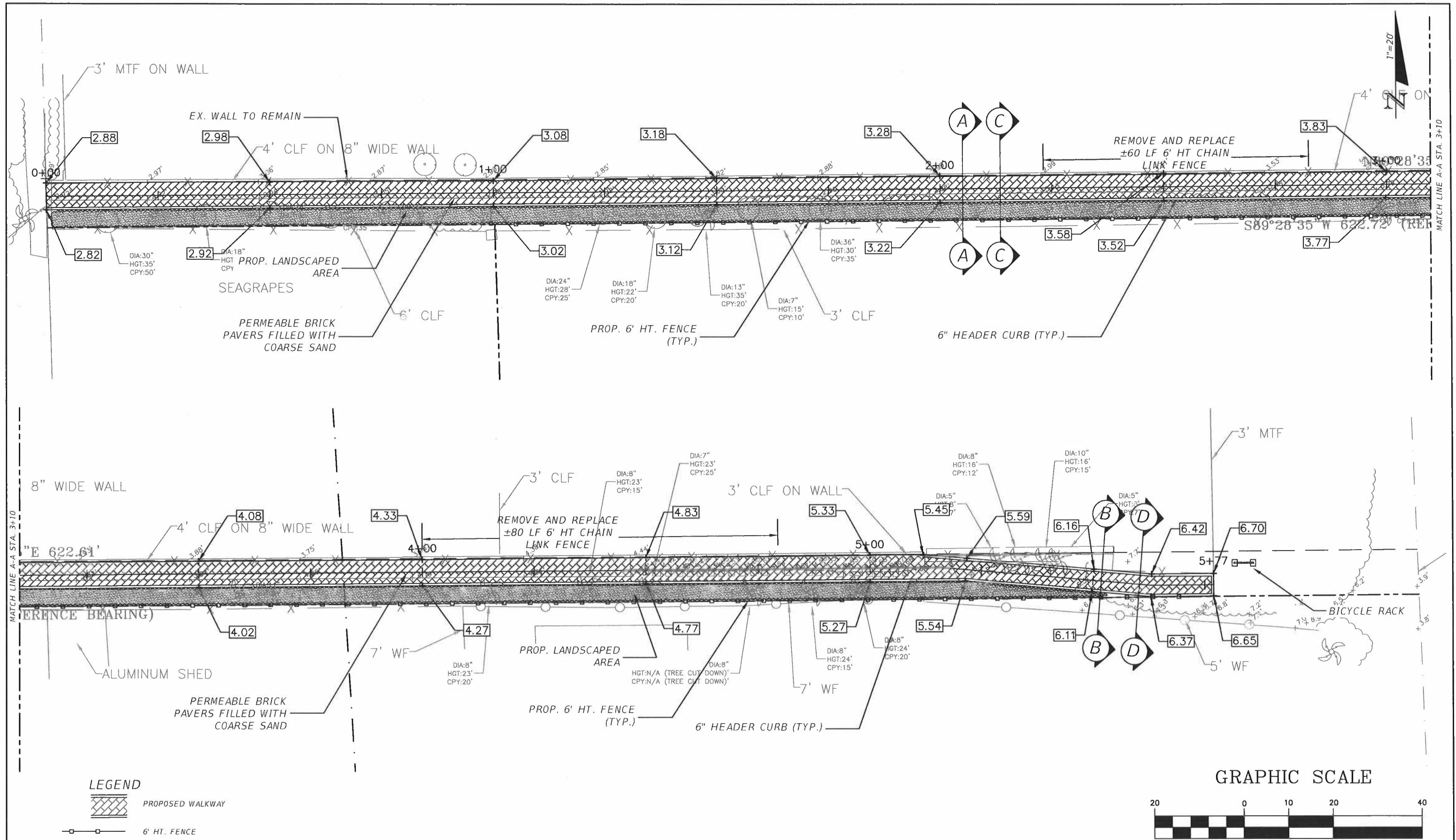
18. IF ADDITIONAL EROSION & SEDIMENT CONTROL BMP'S ARE REQUESTED BY ANY REGULATORY AGENCY, THE CONTRACTOR MUST PROMPTLY IMPLEMENT SAID MEASURES AFTER APPROVAL OF EOR/JURISDICTIONS.

19. THE INSTALLATION OF EROSION & SEDIMENT CONTROL MEASURES SHALL TAKE PRECEDENCE OVER CONSTRUCTION ACTIVITIES.

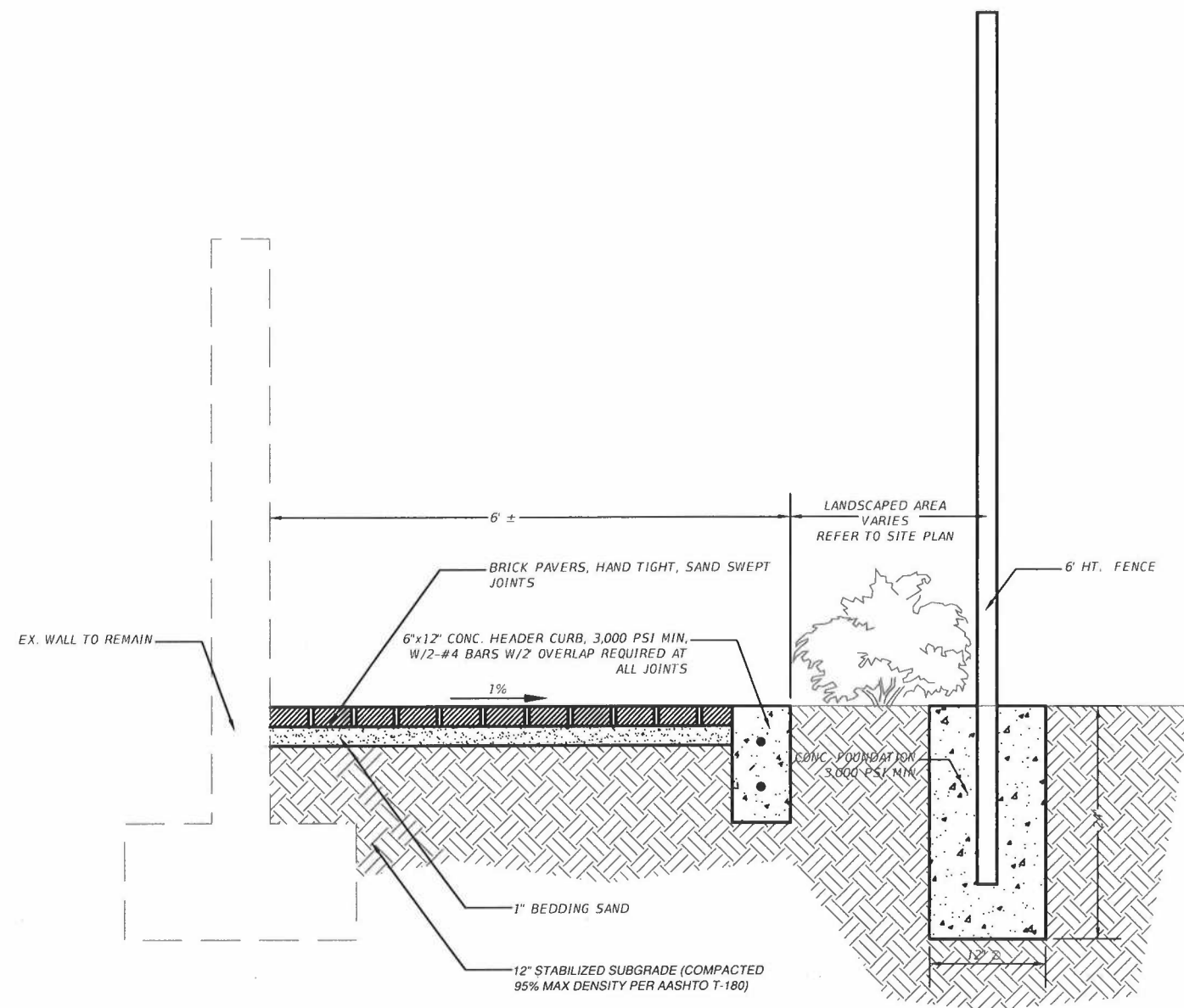
20. ALL APPLICABLE PERMITS RELATING TO THE INSTALLATION OF THESE MEASURES MUST BE SECURED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

REVISIONS				JAKE OZYMAN, P.E. P.E. LICENSE NUMBER 74421 VILLAGE OF KEY BISCAINE DEPARTMENT OF PUBLIC WORKS 88 WEST MCINTYRE STREET KEY BISCAINE, FL 33149	VILLAGE OF KEY BISCAINE PUBLIC BEACH ACCESS AT SANDS CONDOMINIUM	NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				3

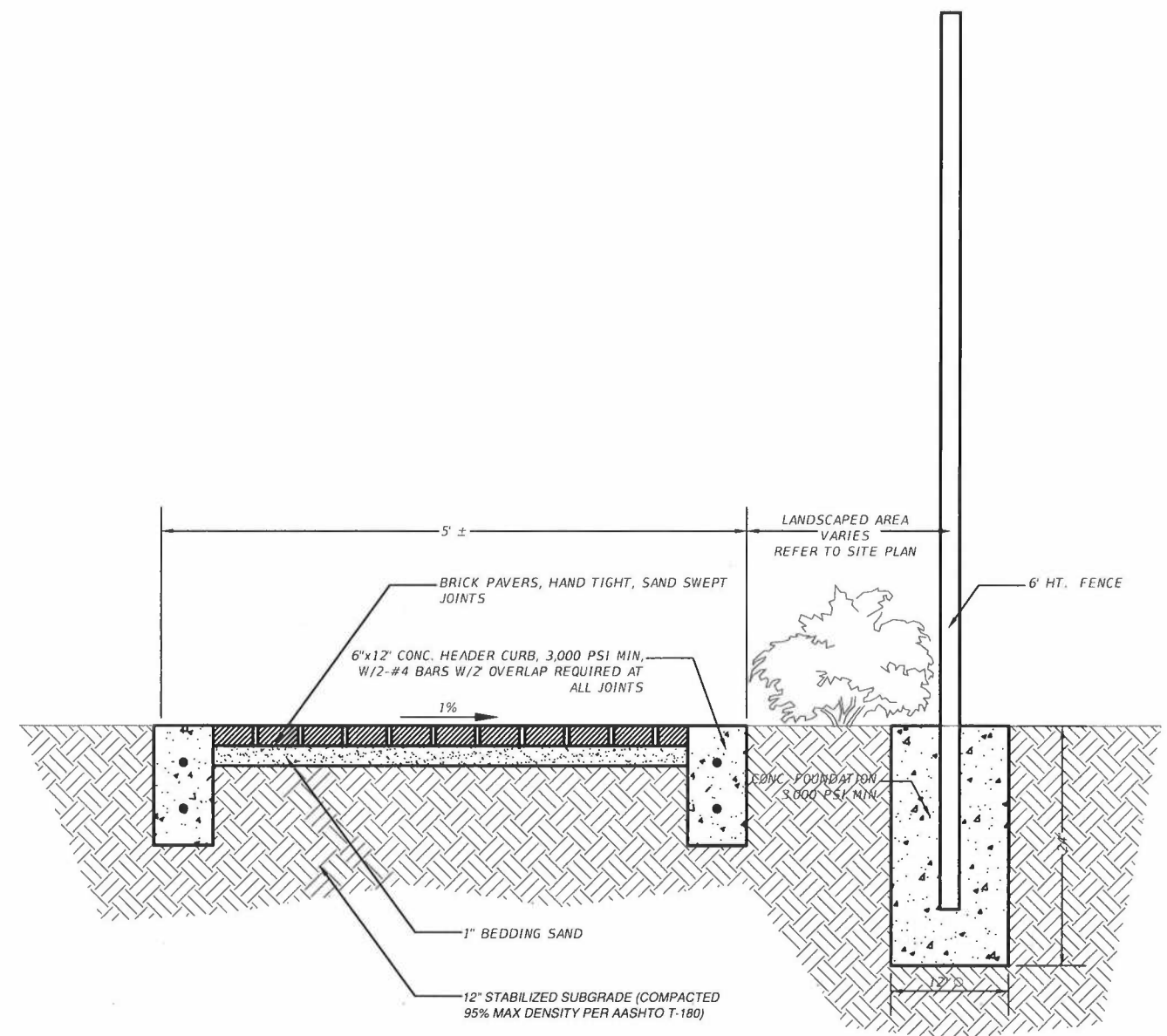
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REVISIONS				JAKE OZYMAN, P.E. P.E. LICENSE NUMBER 74421 VILLAGE OF KEY BISCAYNE DEPARTMENT OF PUBLIC WORKS 88 WEST MCINTYRE STREET KEY BISCAYNE, FL 33149	VILLAGE OF KEY BISCAYNE PUBLIC BEACH ACCESS AT SANDS CONDOMINIUM	SITE PLAN		SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION					

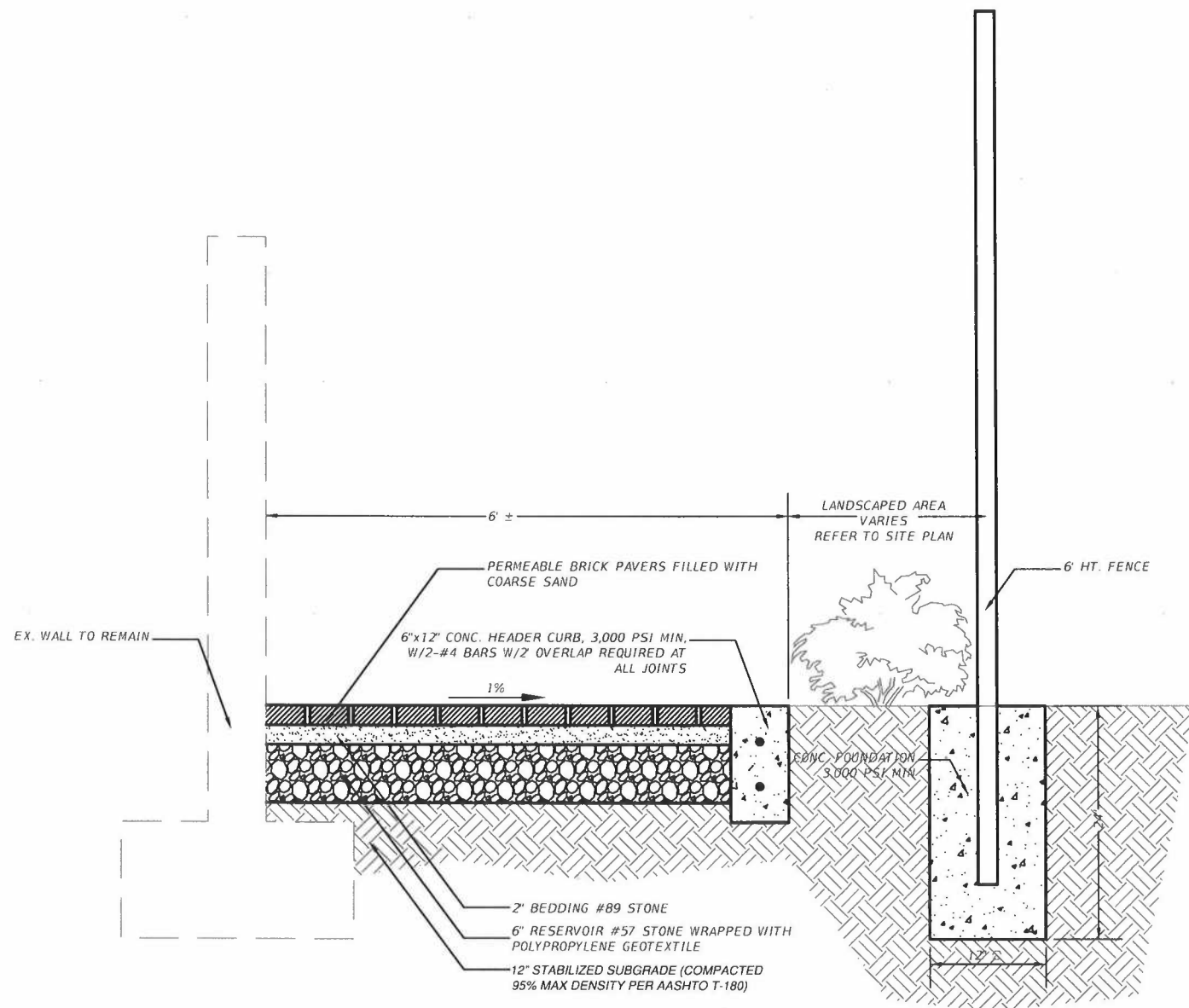


DETAIL A-A

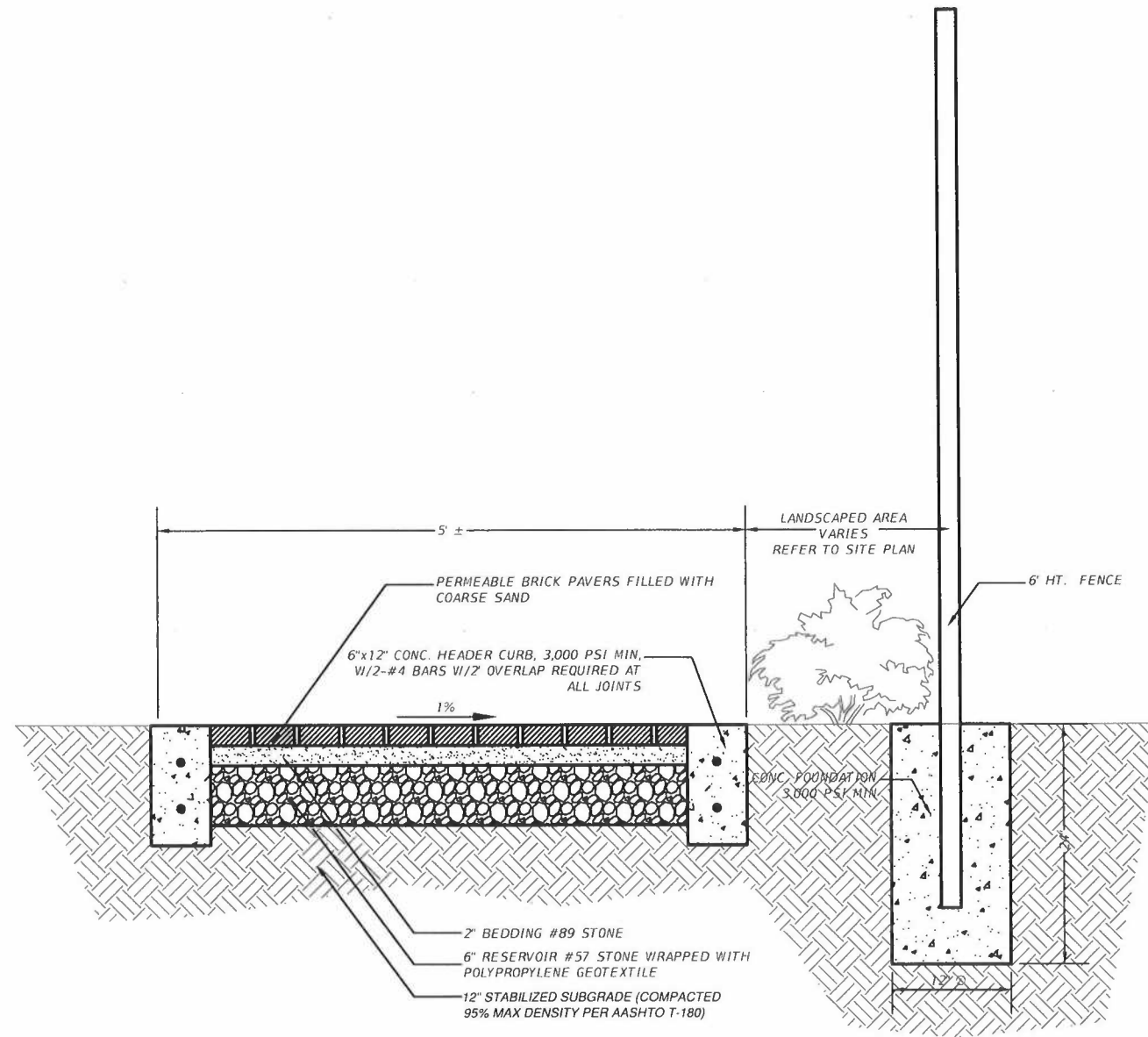


DETAIL B-B

REVISIONS				JAKE OZYMAN, P.E. P.E. LICENSE NUMBER 74421 VILLAGE OF KEY BISCAYNE DEPARTMENT OF PUBLIC WORKS 88 WEST MCINTYRE STREET KEY BISCAYNE, FL 33149	VILLAGE OF KEY BISCAYNE PUBLIC BEACH ACCESS AT SANDS CONDOMINIUM	DETAILS	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION				

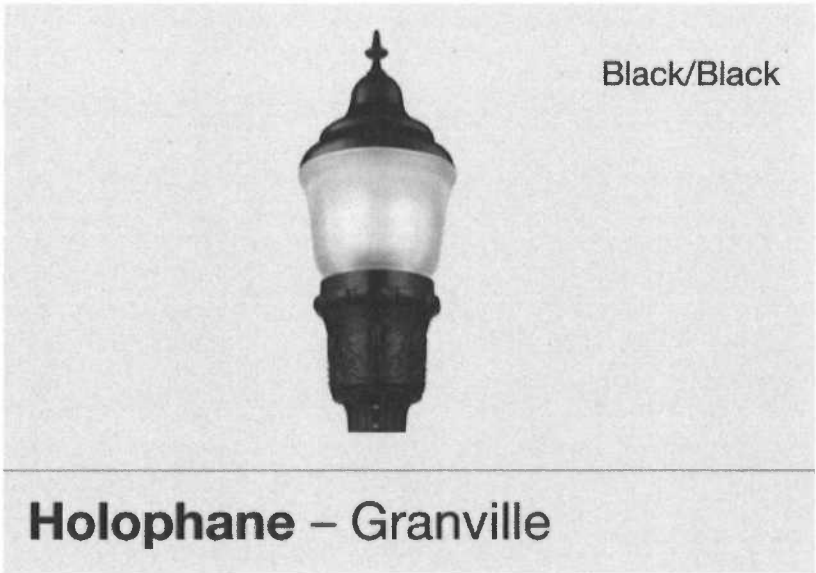


DETAIL C-C



DETAIL D-D

REVISIONS				JAKE OZYMAN, P.E. P.E. LICENSE NUMBER 74421 VILLAGE OF KEY BISCAYNE DEPARTMENT OF PUBLIC WORKS 88 WEST MCINTYRE STREET KEY BISCAYNE, FL 33149	VILLAGE OF KEY BISCAYNE PUBLIC BEACH ACCESS AT SANDS CONDOMINIUM	DETAILS - ALTERNATE A	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION				



**Black Washington
Concrete**

3





LED Lighting Plan

Village of Key Biscayne Enid Drive

Going Green

This plan reduces power consumption by: kWh / year
and that eliminates: metric tons of CO₂ every year¹
or removing: cars from the road²

TOTAL		16	\$	625.90
Installation Details		Option 1		
1	select fixture:		Granville 58 Watt 3000K Green / Green (Post Top)	
	fixture / pole:		1	
	select pole:		Decorative Concrete	
	Fixture*		\$	215.92
	Pole		\$	255.84
Quantity:	16	Maintenance	\$	20.80
FPL Non-LED Conversion:	No	Energy**	\$	19.77
Full/Hybrid:	Full	Monthly Total	\$	512.33
FPL NW Area:	No			
SUB TOTAL		16	\$	512.33
Installation Details		Proposed		
Additional Lighting Charge (ALC)				
		ALC FEE	113.57	
		Total	\$	113.57
TOTAL		16	\$	625.90

*Includes fixture fee and monthly conversion fee where applicable.

**Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.

Based upon FPL bill rates as of 01.01.22



**Village of Key Biscayne
Capital Improvement
Program**

April 2022 Update

CIP Projects		Total Project Cost 2022	Planning	Design	Procurement	Permitting	Construction	Completed	Not started	Project Timeline (estimated)														
29		\$ 6,202,630.00	7	5	5	1	2	6	3															
			Phase		SCHEDULE				BUDGET		FUNDING		2022											
PRI	Project Name	Category	Project Phase	Phase Status	ESD	ASD	ECD	ACD	Adopted 2022 Budgeted	Funding Sources	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1	Design SW infrastructure improvements - K8 basin	Resiliency (R)	Planning	80%	Oct-21		May-23		\$ 1,556,130.00	ARPA, SW Fund														
1	Design Utility Undergrounding	Resiliency (R)	Planning	80%	Jan-22		Mar-23		\$ 200,000.00	ARPA														
2	Replace Community Center Roof	Facilities (F)	Planning	15%	Jan-22		Sep-22		\$ 200,000.00	ARPA														
2	Renovate Fire Station women's restroom	General Services (G)	Planning	20%	Feb-21		Oct-22		N/A	General Fund														
3	Improve Village Hall Landscape and Hardscape	Facilities (F)	Planning	30%	Nov-21		Jun-22		\$ 50,000.00	General Fund (M+R)														
3	Community Center pool deck repair	Parks (P)	Planning	35%	Nov-21		Sep-22		N/A	General Fund (M+R)														
4	Improve Hampton Park	Parks (P)	Planning	15%	Mar-22		Sep-22		\$ 50,000.00	FRDAP Grant														
1	Develop Crandon Blvd Traffic Flow & Safety Plan	Transportation (T)	Design	15%	Oct-21		Apr-23		\$ 900,000.00	ARPA, CITT														
2	Improve Public beach access @ Sands	Parks (P)	Design	62%	Oct-21		Sep-22		\$ 70,000.00	ARPA														
2	Improve Beach Park	Parks (P)	Design	61%	Oct-21		Dec-22		\$ 650,000.00	ARPA														
3	Replace & Retrofit St. Agnes lighting & LED	Parks (P)	Design	100%	Jan-22		Sep-22		\$ 240,000.00	General Fund														
5	Village wide EV charging stations	Resiliency (R)	Design	73%	Oct-21		Jul-22		\$ 60,000.00	ARPA														
1	Develop Resilient infrastructure int stg design/imp	Resiliency (R)	Procurement	50%	Jun-22		Dec-22		\$ 474,000.00	General Fund, SW Fund														
3	Repair Calusa Park tennis court	Parks (P)	Procurement	60%	Feb-22		Aug-22		\$ 60,000.00	ARPA														
3	Replace Splash Pad	Parks (P)	Procurement	40%	Nov-21	Oct-21	Oct-22		\$ 150,000.00	General Fund														
3	Procure of 6 fleet vehicles	General Services (G)	Procurement	45%	Oct-21	Oct-21	Jul-22		\$ 300,000.00	General Fund														
4	Retrofit Community Center Facilities lighting	Resiliency (R)	Procurement	5%	Feb-22		Jul-22		\$ 260,000.00	ARPA														
3	Improve Vessel exclusion zone	Public Safety (S)	Permitting	95%	Oct-21		May-22		\$ 48,500.00	General Fund														
1	Remediate & Construct Paradise Park	Parks (P)	Construction	90%	Oct-21		Dec-22		\$ 400,000.00	ARPA, FRDAP Grant														
2	Construct Lake Park improvements	Parks (P)	Construction	80%	Oct-21		Mar-22		\$ 77,000.00	ARPA, FRDAP Grant														
2	Design and Construct Beach park sewer	Parks (P)	Completed	100%	Nov-21	Nov-21	Feb-22	Feb-22	\$ 42,000.00	ARPA														
2	Replace Community Center RTU	Facilities (F)	Completed	100%	Nov-21	Oct-21	Feb-22	Mar-22	\$ 45,000.00	ARPA														
3	Renovate Village Green interior sidewalk	Parks (P)	Completed	100%	Oct-21	Oct-21	May-22	Mar-22	\$ 60,000.00	ARPA														
4	Replace Community Center Spin Bike	Facilities (F)	Completed	100%	Dec-21		Mar-22	Feb-22	\$ 60,000.00	General Fund														
4	Replace Calusa Park pathway	Parks (P)	Completed	100%		Oct-21	Nov-21	Dec-21	N/A	General Fund (M+R)														
5	MAST Solar Panels	Parks (P)	Completed	100%	Nov-21		Jul-22	Mar-22	N/A	General Fund														
3	Upgrade Village Wide Security/Surveillance	General Services (G)	Not Started	0%					N/A	General Fund (M+R)														
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3	Design Shoreline Protection: beach renovation &	Resiliency (R)	Not Started	0%	Jul-22				\$ 100,000.00	General Fund														

Legend	
Planning	
Design	
Permitting	
Procurement	* may include delivery time for materials and/or equipment
Construction	
Close-out	
Council review	●

N/A = NOT CAPITAL PROJECT



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Legend	
Planning	
Design	
Permitting	
Procurement	
Construction	
Close-out	
Council review	

* may include delivery time for materials and/or equipment

N/A = NOT CAPITAL PROJECT





Projects

- Replace Splash Pad
- Renovate Village Green Sidewalks
- Improve Beach Access at Sands

Splash Pad



Contractor
Rain Drop



Staff Lead
Village of Key Biscayne
Todd Hofferberth, PROS Director

\$

Budgeted
\$150,000

Spent (as of 4/2022)
\$0



Current Project Phase
Procurement

Next Phase:
Permitting

Project Summary	Currently working on	Next Milestones
- Replace existing splash pad with updated design. - New splash pad contains twice as many play features. - Key Biscayne Beach theme highlighting the lighthouse and marine species.	- Rain Drop as chosen vendor. - Authorization of contract with Rain Drop pending.	- Permitting - Construction

5



Village Green Interior Sidewalk Improvements



Contractor
Restate Construction LLC
Andrew Berivides



Staff Lead
Village of Key Biscayne
Todd Hofferberth, PROS Director



Budgeted
\$60,000

Spent (as of 4/2022)
\$61,172



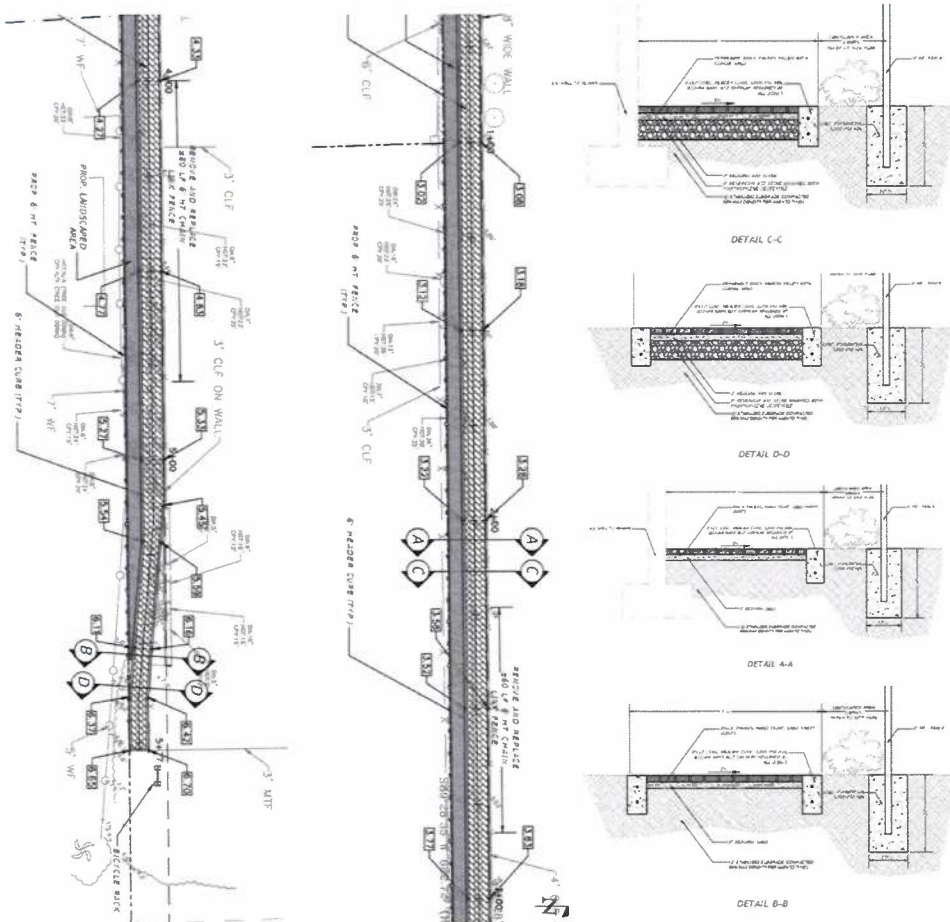
Current Project Phase
Project Close Out

Next Phase:
N/A

Project Summary	Currently working on	Next Milestones
Repair, milling and resurfacing of existing 8' Village Green walkways Phase 1: Village Green North Phase 2: Village Green South	• Project close out	• N/A



Beach Access at Sands



Contractor
TBD



Staff Lead
Village of Key Biscayne
Jake Ozyman



Budgeted
\$70,000

Spent (as of 4/2022)
\$0



Current Project Phase
Procurement

Next Phase:
Construction

Project Summary	Currently working on	Next Milestones
Design and install updated 580 ft long, 6 ft wide walkway for public access path.	Procurement.	Construction

CIP Projects			Total Project Cost 2022	Planning	Design	Procurement	Permitting	Construction	Completed	Not started	Project Timeline (estimated)												
29			\$ 6,202,630.00	7	5	5	1	2	6	3													
				Phase		SCHEDULE				BUDGET	FUNDING	2022											
Project #	PRI	Project Name	Category	Project Phase	Phase Status	ESD	ASD	ECD	ACD	Adopted 2022 Budgeted	Funding Sources	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
22CR006	1	Design SW infrastructure improvements - K8 basin	Resiliency (R)	Planning	80%	Oct-21		May-23		\$ 1,556,130.00	ARPA, SW Fund				●								
22CR005	1	Design Utility Undergrounding	Resiliency (R)	Planning	80%	Jan-22		Mar-23		\$ 200,000.00	ARPA,				●								
22CF012	2	Replace Community Center Roof	Facilities (F)	Planning	15%	Jan-22		Sep-22		\$ 200,000.00	ARPA					●							
22CG015	2	Renovate Fire Station women's restroom	General Services (G)	Planning	20%	Feb-21		Oct-22		N/A	General Fund				●								
22CF020	3	Improve Village Hall Lanscape and Hardscape	Facilities (F)	Planning	30%	Nov-21		Jun-22		\$ 50,000.00	General Fund (M+R)			●									
22OP024	3	Community Center pool deck repair	Parks (P)	Planning	35%	Nov-21		Sep-22		N/A	General Fund (M+R)					●							
22CP019	4	Improve Hampton Park	Parks (P)	Planning	15%	Mar-22		Sep-22		\$ 50,000.00	FRDAP Grant				●								
22CT010	1	Develop Crandon Blvd Traffic Flow & Safety Plan	Transportation (T)	Design	15%	Oct-21		Apr-23		\$ 900,000.00	ARPA, CIIT						●						
22CP011	2	Improve Public beach access @ Sands	Parks (P)	Design	62%	Oct-21		Sep-22		\$ 70,000.00	ARPA				●								
22CP016	2	Improve Beach Park	Parks (P)	Design	61%	Oct-21		Dec-22		\$ 650,000.00	ARPA					●		●					
22CP021	3	Replace & Retrofit St. Agnes lighting & LED	Parks (P)	Design	100%	Jan-22		Sep-22		\$ 240,000.00	General Fund						●						
22CR009	5	Village wide EV charging stations	Resiliency (R)	Design	73%	Oct-21		Jul-22		\$ 60,000.00	ARPA			●									
22CR004	1	Develop Resilient infrastructure int stg design/imp	Resiliency (R)	Procurement	50%	Jun-22		Dec-22		\$ 474,000.00	General Fund, SW Fund				●								
22CP023	3	Repair Calusa Park tennis court	Parks (P)	Procurement	60%	Feb-22		Aug-22		\$ 60,000.00	ARPA			●									
22CP022	3	Replace Splash Pad	Parks (P)	Procurement	40%	Nov-21	Oct-21	Oct-22		\$ 150,000.00	General Fund			●									
22CG001	3	Procure of 6 fleet vehicles	General Services (G)	Procurement	45%	Oct-21	Oct-21	Jul-22		\$ 300,000.00	General Fund		●										
22CR008	4	Retrofit Community Center Facilities lighting	Resiliency (R)	Procurement	5%	Feb-22		Jul-22		\$ 260,000.00	ARPA			●									
22CS003	3	Improve Vessel exclusion zone	Public Safety (S)	Permitting	95%	Oct-21		May-22		\$ 48,500.00	General Fund												
22CP015	1	Remediate & Construct Paradise Park	Parks (P)	Construction	90%	Oct-21		Dec-22		\$ 400,000.00	ARPA, FRDAP Grant	●											
22CP018	2	Construct Lake Park improvements	Parks (P)	Construction	80%	Oct-21		Mar-22		\$ 77,000.00	ARPA, FRDAP Grant												
22CP017	2	Design and Construct Beach park sewer extension	Parks (P)	Completed	100%	Nov-21	Nov-21	Feb-22	Feb-22	\$ 42,000.00	ARPA												
22CF013	2	Replace Community Center RTU	Facilities (F)	Completed	100%	Nov-21	Oct-21	Feb-22	Mar-22	\$ 45,000.00	ARPA												
22CP027	3	Renovate Village Green interior sidewalk	Parks (P)	Completed	100%	Oct-21	Oct-21	May-22	Mar-22	\$ 60,000.00	ARPA	●											
22CF014	4	Replace Community Center Spin Bike	Facilities (F)	Completed	100%	Dec-21		Mar-22	Feb-22	\$ 60,000.00	General Fund												
22OQP26	4	Replace Calusa Park pathway	Parks (P)	Completed	100%		Oct-21	Nov-21	Dec-21	N/A	General Fund (M+R)												
22OP029	5	MAST Solar Panels	Parks (P)	Completed	100%	Nov-21		Jul-22	Mar-22	N/A	General Fund		●										
22OG001	3	Upgrade Village Wide Security/Surveillance System	General Services (G)	Not Started	0%					N/A	General Fund (M+R)												
22CG002	3	Repair and Renovate Facilities	General Services (G)	Not Started	0%	Jan-22		Sep-22		\$ 150,000.00	General Fund				●								
22CR007	3	Design Shoreline Protection: beach renovation &	Resiliency (R)	Not Started	0%	Jul-22				\$ 100,000.00	General Fund							●					

Legend

Planning

Design

Permitting

Procurement

Construction

Close-out

Council review

* may include delivery time for materials and/or equipment

N/A = NOT CAPITAL PROJECT