



VILLAGE OF KEY BISCAINE

Village Council

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

REGULAR COUNCIL MEETING
TUESDAY, JUNE 11, 2024
6:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

PASTOR DENNIS EASTLING
KEY BISCAINE COMMUNITY CHURCH

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENTS:

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

6. AGENDA:

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

7.A. RECOGNITION OF THE U13 ELITE GIRLS-STATE CHAMPIONS (PARKS,
RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

- 7.B. VILLAGE ATHLETICS ADVISORY BOARD REPORT GIVEN BY BOARD CHAIR GLEN WALDMAN (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)
- 7.C. SPECIAL PRESENTATION ON MIAMI DADE COUNTY'S TRANSIT, SMART PROGRAM, TROLLEYS, AND ON-DEMAND SERVICES GIVEN BY RAY CASAS WITH WRAGG AND CASAS (MAYOR RASCO)
- 7.D. SUSTAINABILITY ADVISORY BOARD QUARTERLY REPORT GIVEN BY BOARD CHAIR DEREK DUZOGLOU (MAYOR RASCO)
- 7.E. VILLAGE OF KEY BISCAYNE JOINS THE AARP/GLOBAL NETWORK OF AGE-FRIENDLY COMMUNITIES AND CITIES (MAYOR RASCO)
- 7.F. SPECIAL PRESENTATION BY TONY GODINEZ 121 CAPE FLORIDA DRIVE (MAYOR RASCO)

8. CONSENT AGENDA:

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

- 8.A. MARCH 12, 2024 MINUTES
(REGULAR COUNCIL MEETING)

TAB 1

- 8.B. APRIL 9, 2024 MINUTES
(REGULAR COUNCIL MEETING)

TAB 2

- 8.C. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **GRANTING AN EASEMENT TO THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT (WASD) RELATING TO SANITARY SEWER FACILITIES AT BEACH PARK; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**(PUBLIC WORKS DIRECTOR CAIRO CANGAS)

RECOMMENDATION: APPROVAL

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

9.A.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **CREATING THE UNIQUE ABILITIES ADVISORY BOARD**; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR RASCO)

SECOND READING

PUBLIC HEARING REQUIRED

(DEFERRED FROM THE MAY 14, 2024 REGULAR COUNCIL MEETING)

RECOMMENDATION: APPROVAL

TAB 4

9.B.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING ARTICLE II, CHAPTER 26, "GOLF CARTS," OF THE VILLAGE CODE OF ORDINANCES RELATING TO PENALTIES FOR GOLF CART VIOLATIONS**; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE ATTORNEY)

SECOND READING

PUBLIC HEARING REQUIRED

(DEFERRED FROM THE MAY 14, 2024 REGULAR COUNCIL MEETING)

RECOMMENDATION: APPROVAL

TAB 5

9.C.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **CREATING ARTICLE V, CHAPTER 26, "ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE**; PROVIDING FOR THE PROHIBITION AND REGULATION OF SUCH DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR A SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE ATTORNEY)

SECOND READING

PUBLIC HEARING REQUIRED

RECOMMENDATION: APPROVAL

9.D.

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING PERSONS SERVICES CORP. FOR PHASE 1 OF THE VILLAGE BEACH PARK RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED \$1,069,975**; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CIP AND GRANTS MANAGER COLLEEN BLANK)

SECOND READING
PUBLIC HEARING REQUIRED

RECOMMENDATION: APPROVAL

TAB 7

9.E.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING THE VILLAGE'S COMPREHENSIVE PLAN REGARDING PUBLIC UTILITY USES WITHIN ALL FUTURE LAND USE MAP CATEGORIES**; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 8

9.F.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-101, "COMMERCIAL DISTRICTS" AND SECTION 30-106 "OFFICE DISTRICT" OF THE VILLAGE CODE OF ORDINANCES, TO CREATE MINIMUM SQUARE FOOTAGE STANDARDS FOR MIXED-USE DEVELOPMENT**; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 9

9.G.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF**

THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 30-44, "HOUSING STANDARDS," TO ESTABLISH MINIMUM HOUSING STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 10

10. RESOLUTIONS:

10.A.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING PLAYCORE WISCONSIN, INC. (D/B/A GAMETIME) FOR THE UNDER 5 PLAYGROUND PROJECT AT THE VILLAGE GREEN PARK IN AN AMOUNT NOT TO EXCEED \$174,771.34;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: APPROVAL

TAB 11

10.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR BIOLOGICAL MONITORING AND REPORTING SERVICES RELATING TO THE 2024 BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$60,077;** AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 12

10.C.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF A CHEVROLET TAHOE 4X4 DIESEL VEHICLE FROM MAROONE USA, LLC IN AN AMOUNT NOT TO EXCEED \$65,390;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRE RESCUE CHIEF ERIC LANG)

RECOMMENDATION: APPROVAL

TAB 13

11. REPORTS AND RECOMMENDATIONS:

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

1. PROJECT UPDATES (VILLAGE MANAGER)

TAB 14

2. VECHS AND SAFESPORT UPDATE (PARKS, RECREATION AND OPEN SPACES
DIRECTOR TODD HOFFERBERTH)

3. FPL FEEDER LINE HARDENING DISCUSSION (VILLAGE MANAGER)

TAB 15

4. CIP MONTHLY REPORT (CIP AND GRANTS MANAGER COLLEEN BLANK)

TAB 16

B. MAYOR AND COUNCILMEMBERS

1. STREET TREE PLAN, STREET TREE PROTECTIONS FROM REMOVAL, AND
TREE REMOVAL CODE AND PROCESS (COUNCILMEMBER MOSS)

C. VILLAGE ATTORNEY

D. VILLAGE CLERK

12. OTHER BUSINESS/GENERAL DISCUSSION

13. SCHEDULE OF FUTURE MEETINGS/EVENTS:

QUALIFYING PERIOD FOR THE OFFICE OF MAYOR FROM 12:00 P.M. NOON ON
TUESDAY, JUNE 4, 2024 AND NO LATER THAN 12:00 P.M. NOON ON FRIDAY, JUNE 14,
2024, OFFICE OF THE VILLAGE CLERK

BUDGET WORKSHOP

TUESDAY, JUNE 25, 2024, 6:30 P.M., COUNCIL CHAMBER

REGULAR COUNCIL MEETING (TENTATIVE)

TUESDAY, JULY, 9, 2024, 6:30 P.M., COUNCIL CHAMBER

QUALIFYING PERIOD FOR THE OFFICE OF VILLAGE COUNCIL FROM 12:00 P.M. NOON ON MONDAY, AUGUST 12, 2024 AND NO LATER THAN 12:00 P.M. NOON ON THURSDAY, AUGUST 25, 2024, OFFICE OF THE VILLAGE CLERK

PRIMARY ELECTION

TUESDAY, AUGUST 20, 2024, 7:00 A.M. TO 7:00 P.M., KEY BISCAVNE COMMUNITY CENTER

REGULAR COUNCIL MEETING

TUESDAY, AUGUST 27, 2024, 6:30 P.M., COUNCIL CHAMBER

14. 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 BISCAVNE, 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.

MINUTES
REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA
TUESDAY, MARCH 12, 2024
COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:31 p.m. Present were Councilmembers Franklin H. Caplan, Edward London, Brett G. Moss, Oscar Sardiñas, Vice Mayor Allison McCormick, and Mayor Joe I. Rasco. Councilmember Fernando A. Vazquez was absent. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Councilmember Moss led the Pledge of Allegiance.

3. **INVOCATION:** Pastor Dennis Eastling with the Key Biscayne Community Church gave an invocation.

At this time Mayor Rasco presented a Proclamation in recognition of Rosa de la Cruz. Carlos de la Cruz addressed the public and thanked the Council for the proclamation. Building, Zoning and Planning Director Jeremy Calleros Gauger addressed the Council on behalf of the Art in Public Places Board recognizing Rosa de la Cruz's service and contributions to the board.

4. **BRIEF COMMENTS BY COUNCIL:** There were no comments made by Council.

5. **PUBLIC COMMENTS:** The following residents addressed the Council: Debbie Wanninkhof with the 2024 Key Biscayne Poetry Share, 255 West Heather Drive; Andy Herrera, 250 Fernwood Road; Pablo Torres, 1111 Crandon Boulevard; Michele Estevez, 425 Grapetree Drive; Marisabel Herrera, 161 Crandon Boulevard; Luis de la Cruz, 640 Allendale Road; Alvaro Cordoba, 1121 Crandon Boulevard, and Victoria Jackson, 786 Fernwood Road. The following members of the Key Biscayne Film Festival addressed the Council: Claire Amerena London, 736 Woodcrest Road; Mary Tague, 610 North Mashta Drive; Isabel Custer, 100 Ocean Lane Drive; Pablo Sanchis, 165 Hampton Lane; Toby Roher, 791 Crandon Boulevard, and Chiara Bergonzi, 798 Crandon Boulevard. The following members of the Key Biscayne Youth Council addressed the Council: Julien Tomasino, 736 Ridgewood Road; Maria Cortez, 797 Ridgewood, and Gabriela Coto, 635 Harbor Drive.

6. **AGENDA:** The Manager requested the deferral of Item 11A4 to the next Regular Council Meeting. There was no objection to the agenda change.

7. **SPECIAL PRESENTATIONS:** Mayor Rasco presented a Proclamation in recognition of Colorectal Cancer Awareness Month.

A presentation was given on the Rickenbacker Causeway Master Plan updates by Miami-Dade County Chief of Multimodal Development Paola Baez and Kimley Horn & Associates Project Manager Stewart Robertson. There was discussion from Council, Ms. Baez, and Mr. Robertson regarding the presentation.

Fire Rescue Chief Eric Lang and Fire Rescue Deputy Chief Marcos Osorio gave a presentation on Lithium Battery Safety for Condominiums regarding electric vehicles, motorized scooters, various household devices and portable lithium battery storage systems.

There was discussion from Council, the Manager, Chief Osorio, and the Attorney regarding best practices for lithium battery safety, insurance costs and liabilities, and Blink chargers.

Mayor Rasco addressed the administration regarding establishing a task force to research best practices and to look into if any legislation is needed to address lithium battery safety within the Village. There was no objection to the request.

8. **CONSENT AGENDA:** Councilmember Caplan made a motion to approve the following consent agenda. The motion was seconded by Councilmember London and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vice Mayor McCormick and Mayor Rasco voting Yes.

The minutes of the January 23, 2024 Regular Council Meeting.

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

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-191, "PROHIBITED SIGNS," AND SECTION 30-195, "NONRESIDENTIAL DISTRICT SIGNS," TO PERMIT MONUMENT SIGNS IN THE C-1 LOW INTENSITY COMMERCIAL DISTRICT AND THE INSTITUTIONAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Director Calleros Gauger addressed the Council regarding the above ordinance.

There was discussion from Council, Director Calleros Gauger, and the Attorney regarding the above ordinance, monument signs, and needing more research and feedback from stakeholders.

The Mayor opened the public hearing. The following residents addressed the Council: Michelle Estevez, 425 Grapetree Drive and Andy Herrera, 250 Fernwood Road. The Mayor closed the public hearing.

It was the consensus of Council to direct the Manager to organize a stakeholder meeting with different factions to discuss the above ordinance and bring this item back at a future Council Meeting, the date to be determined.

Councilmember London made a motion to withdraw the above ordinance. The motion was seconded by Councilmember Caplan and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vice Mayor McCormick, and Mayor Rasco voting Yes.

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

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-30 "NONCONFORMING STRUCTURES AND USES," AND SECTION 30-100 "SINGLE FAMILY AND TWO-FAMILY DISTRICTS," REGARDING FINISHED FLOOR ELEVATION REQUIREMENTS FOR ADDITIONS TO SINGLE-FAMILY AND TWO-FAMILY HOMES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Director Calleros Gauger addressed the Council regarding the above ordinance. There was discussion from Council and the Attorney regarding clarifying language for finished floor elevation being base floor elevation plus one.

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

It was the consensus of Council for the Attorney to add a clarification referencing base floor elevation as stated in Chapter 10 of the Village Code.

Councilmember London addressed the Manager regarding administration notifying homeowners who plan to make additions that they may be impacted by the new stormwater system being implemented and the elevating of streets. There was no objection to this request.

There was discussion from Council, Director Calleros Gauger, and the Attorney regarding policy

drivers, non-complying conditions, and zoning, flood, and building codes.

It was the consensus of Council for Councilmember Moss and Councilmember Caplan to meet with administration and report back with proposals for second reading as soon as possible as this item is timely.

The ordinance was approved on first reading, as amended, by a 5-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, and Mayor Rasco voting Yes. Vice Mayor McCormick was not virtually in attendance at the time the vote was taken.

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN EXPENDITURE OF FUNDS IN THE AMOUNT OF \$75,000 TO THE BENEFICIARY OF MR. RONALD ERBEL; PROVIDING FOR FINDINGS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

It was the consensus of Council to have the Attorney remove the language regarding a mandate in the third paragraph on the second page of the resolution.

The above resolution was approved, as amended, by a 5-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, and Mayor Rasco voting Yes.

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 ONE 2024 CHEVROLET SILVERADO 2500HD 4WD CREWCAB HIGH WATER VEHICLE FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED \$85,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Moss 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, London, Moss, Sardiñas, and Mayor Rasco voting Yes.

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

Village Manager. The Manager addressed the Council reporting on recent and upcoming state and county legislative items regarding motorized scooters and electric bikes.

There was extensive discussion from Council, the Manager, and the Attorney regarding the above items, regulatory policy options, and pending legislation at Miami-Dade County regarding Crandon Boulevard.

The Attorney addressed the Council reporting on state uniform traffic law, preemption, and the legislative history of electric bikes and motorized scooters. The Village can adopt ordinances that regulate traffic movement or parking, unless the state legislature has given the Village express authority to adopt another type of ordinance, which the state legislature has not.

It was the consensus of Council for the Attorney to bring forward a second 60-day emergency ordinance and an ordinance on first reading regarding electric bikes and motorized scooters at the April 9th, 2024 Regular Council Meeting.

The Manager addressed the Council reporting on public safety community initiatives: a neighborhood watch program, holding community awareness workshops and seminars focusing on child safety while working in conjunction with the state attorney's office, additional school programming with outside vendors, reevaluating the Village's vetting process for employees, contractors, and volunteers utilizing fingerprinting machines, forming a citizen police forum, reviewing citizen emergency and non-emergency reporting, Village communication from official information channels, and installing additional security cameras and LPR's (License Plate Readers) around the Village. The Manager reported that the Police Department has a 95% recovery rate due to these License Plate Readers.

Mayor and Councilmembers: Councilmember London addressed the Council regarding converting the Council Chamber into a multipurpose meeting, movie, and lecture facility.

It was the consensus of Council to bring forward this item as a funding requirement.

Director Calleros Gauger addressed the Council regarding a quote for realistic numbers on the materials, seating and fire/exit requirements.

Councilmember London addressed the Council regarding landscaping and additional paving for the Mashta Island bridge area.

There was discussion from Council, the Manager, and Public Works Director Cairo Cangas regarding that this area will be under construction due to a pump station being installed.

The Manager will speak with the Mashta Island Association and look into what can be done regarding landscaping currently and to budget for this item next fiscal year.

Mayor Rasco reappointed residents Bill Stephens and Adolfo Henriques to the Board of Trustees (Pension Board). Mayor Rasco appointed residents Oneida Mendia and Laura Teran Zapata to the Education Advisory Board.

It was the consensus of Council to confirm the above appointments.

Mayor Rasco addressed the Council regarding an island wide street lighting plan to improve safety.

There was discussion from Council, Director Cangas, and the Manager regarding the above item and previous efforts to address street lighting. Director Cangas reported that a Village wide street lighting analysis is currently being worked and once it is completed the report will be reviewed and a recommendation will be presented.

At this time Mayor Rasco addressed the Council regarding a neighborhood watch program. There was discussion from Council and the Manager regarding identifying issues and goals for this resident volunteer program, how is the group going to organize themselves, and how are they going to collaborate with the Police Department and the administration. The Manager will report back to Council after the first Neighborhood Watch Meeting is held.

At this time the Manager addressed the Council reporting on federal and state legislative agenda updates.

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 10:01 p.m.

Respectfully submitted:

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____ 2024:

Joe I. Rasco
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, APRIL 9, 2024

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:35 p.m. Present were Councilmembers Franklin H. Caplan, Edward London (arrived at 6:42 p.m.), Brett G. Moss, Oscar Sardiñas, Fernando A. Vazquez, Vice Mayor Allison McCormick (arrived at 6:37 p.m.), and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Councilmember Caplan led the Pledge of Allegiance.

3. **INVOCATION:** Rabbi Avremel Caroline with Chabad of Key Biscayne gave an invocation.

4. **BRIEF COMMENTS BY COUNCIL:** Mayor Rasco addressed the public commending the great games played this past weekend by men's and women's college basketball.

At this time Mayor Rasco recognized Mast Academy students who won the July 4th Parade Committee's 65th Anniversary T-shirt Design Contest. The winners were: 1st place-11th grader Victoria Nguyen won \$500, 2nd Place- 11th grader Lola Gallo won \$300, and there was a tie for 3rd place- 10th grader Sofia Guiffrida won \$150, and 11th grader Josefa Rebolledo won \$150. The Committee's Annual Barbecue will be held on April 20th, 2024 at the Key Biscayne Beach Club.

5. **PUBLIC COMMENTS:** The following residents addressed the Council: Gerard Loisel with the Marine Biology Camp Inc., 310 Ridgewood Road; Valerie Seeve, 240 Cranwood Drive; Pablo Torres, 1111 Crandon Boulevard; Luis de la Cruz, 640 Allendale Road; Gene Stearns, 250 Cape Florida Drive; Ilise Binhak, 772 Ridgewood Road; Vanessa Chartouni De La Serna, 301 Island Drive; Melissa White, 370 Heather Lane; Fausto Gomez, 765 Crandon Boulevard; Jennifer Buttrick, 180 Cape Florida Drive; Katie Petros, 375 Redwood Lane; Claire London, 736 Woodcrest Road, and Louisa Conway, 151 Crandon Boulevard.

6. **AGENDA:** Mayor Rasco requested to move Item 10A to the consent agenda and requested

to hear Item 7B before Item 7A in Special Presentations and for Item 7A to be heard after Item 7E. Councilmember Moss requested Item 7A be combined with a discussion on Rickenbacker Causeway and requested the addition of a discussion regarding Community Gardens as Item 11B3. The Manager requested to move Item 7D to the Manager's Report. There was no objection to the agenda changes.

7. **SPECIAL PRESENTATIONS:** A presentation was given by Miami-Dade County Public Library System Director Ray Baker on a status update for the Key Biscayne Library design and construction project.

There was discussion from Council and Director Baker regarding the above presentation. Director Baker is searching for a temporary location in order to be able to continue to provide library services while the library is closed for construction.

A presentation was given by Andrew S. Fierman with Caballero Fierman Llerena & Garcia LLP on the Village's Annual Comprehensive Financial Report.

There was discussion from Council and Mr. Fierman regarding the above presentation.

Councilmember London requested that Mr. Fierman and the administration provide this report in advance next year so that Council has time for review. There was no objection to the request.

Mayor Rasco presented a Proclamation in recognition of Annual Arbor Day-Tree City USA.

Mayor Rasco addressed the Council regarding this past weekend's traffic issues, notifications to the residents, and working to solve short and long-term traffic issues on Virginia Key.

The Manager addressed the Council and the public announcing there will be an Arbor Day tree planting ceremony at the Village Green on April 26th at 9:00am.

The Manager also addressed the Council regarding traffic issues and the causes of increased traffic congestion. The number of visitors to Virginia Key and Key Biscayne is increasing and this past Sunday, the event arrival and departure times coincided with the arrival and departure times of visitors to the beaches and parks.

Chief of Police Francis J. Sousa addressed the Council regarding the City of Miami special events permitting process, traffic light signalization, and utilizing geofencing for ride share companies.

There was discussion from Council and Chief Sousa regarding the above items and emergency planning.

Fire Rescue Chief Eric Lang addressed the Council regarding emergency transportation plans for residents during Virginia Key events.

The Manager and addressed the Council regarding traffic analysis, statistical modeling, optimizing data, and requesting to limit events during the construction period on Hobie Beach.

Chief Sousa addressed the Council regarding working to have the City of Miami and Miami-Dade County implement a standardized MOT which would hold every event promoter to the same traffic plan.

The Manager addressed the Council regarding the Rickenbacker Causeway.

Building, Zoning and Planning Director Jeremy Calleros Gauger addressed the Council regarding the Rickenbacker Causeway Master Plan.

There was discussion from Council and Director Calleros Gauger regarding the above item and intelligent transportation plans.

Councilmember Moss made a motion that Council's direction to the administration, is that there must be at a minimum two lanes unobstructed in both directions with no left-hand turn lanes. The motion was seconded by Councilmember Vazquez.

There was discussion from Council, Director Calleros Gauger, and the Manager regarding the above motion.

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

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

The minutes of the February 13, 2024 Regular Council Meeting.

The minutes of the February 16, 2024 Special Council Meeting.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE CONSTRUCTION/RECONSTRUCTION OF THREE OUTFALLS FOR THE ZONE 1 K8 INTEGRATED STORMWATER IMPROVEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-30 "NONCONFORMING STRUCTURES AND USES," AND SECTION 30-100 "SINGLE FAMILY AND TWO-FAMILY DISTRICTS," REGARDING FINISHED FLOOR

ELEVATION REQUIREMENTS FOR ADDITIONS TO SINGLE-FAMILY AND TWO-FAMILY HOMES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Director Calleros Gauger addressed the Council regarding the above ordinance.

There was discussion from Council, the Attorney, and Director Calleros Gauger regarding the above ordinance and for the Building and Zoning Department to provide an informational brochure/flier to educate homeowners regarding insurance challenges when selling their home to a new homeowner.

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

The ordinance was adopted on second reading by a 6-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, and Mayor Rasco voting Yes. Vice Mayor McCormick was out of the room at the time the vote was taken.

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 PENALTIES FOR GOLF CART VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

There was discussion from Council and the Attorney regarding driver's license requirements, amending the amount of fees, and of residents to renew expired golf cart permits.

It was the consensus of Council for the Attorney to bifurcate and amend the fines for the second reading of this ordinance

Chief Sousa addressed the public encouraging all residents to renew their golf cart permits.

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

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

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

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

Mayor Rasco addressed the Council regarding working with Miami-Dade County Commissioner Raquel Regalado regarding the above ordinance.

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

At this time the Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, PROVIDING FOR RATIFICATION OF THE 2023-2026 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, FOR THE BARGAINING UNIT CONSISTING OF THE VILLAGE'S POLICE OFFICERS AND SERGEANTS; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE VILLAGE AND TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

At this time the Clerk read the following emergency ordinance by title:

AN EMERGENCY ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, RE-ENACTING EMERGENCY ORDINANCE 2024-06 PROHIBITING ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Moss made a motion to adopt the emergency ordinance. The motion was seconded by Councilmember Caplan.

There was discussion from Council, the Manager, and the Attorney regarding the above emergency

ordinance and a timeline for adoption of a permanent ordinance.

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

Councilmember Caplan made a motion to remove the “As such... regulations.” clause that follows the jurisdictional statement concerning Crandon Boulevard in Sections 3,4, & 5. The motion was seconded by Councilmember Moss. It was the consensus of Council to approve the above amendment.

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

At this time 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 PROCEED WITH PUMP SIZE, FORCE MAIN, AND/OR OUTFALL DESIGN TASK ORDERS UNDER AECOM TECHNICAL SERVICES, INC.’S WORK ORDER NO. 3B FOR THE K-8 SCHOOL STORMWATER DRAINAGE IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council regarding the above resolution.

There was extensive discussion from Council and Dr. Samimy regarding the desired level of service and standard of care.

Councilmember Moss made a motion to set the level of service at 16” over the lowest crown of the road for no more than 12 hours with a 1-inch pump in a 10-year 24-hour storm. The motion was seconded by Councilmember London.

AECOM Vice President and Client Services Manager Pete Hernandez and AECOM Engineer Erik Alcantara addressed the Council regarding the above resolution and a recommendation of a 2” per hour level which could push it the system to 2.4” per hour which would equal the Miami-Dade County recommended guidelines.

There was discussion from Council, Mr. Hernandez, Mr. Alcantara, and Dr. Samimy regarding the above items.

Councilmember Moss made an amendment to his motion to set the level of service at 15” over the crown of the road for no more than 12 hours in a 10-year 24-hour storm with the ability that it can be expandable up to 1.8” per hour. Councilmember London accepted the amendment.

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

Councilmember Vazquez made a motion to design a stormwater system for 2.2” to be able to escalate up to 2.4” to meet the Miami-Dade County criteria today for a 5-year one day storm with no water on the crown of the road. The Attorney confirmed this motion would be accomplished in this resolution as drafted. Councilmember Vazquez withdrew his motion.

There was additional discussion from Council, Mr. Alcantara, and Dr. Samimy regarding the above items.

The Clerk reread the following resolution by title for clarification purposes.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO PROCEED WITH PUMP SIZE, FORCE MAIN, AND/OR OUTFALL DESIGN TASK ORDERS UNDER AECOM TECHNICAL SERVICES, INC.’S WORK ORDER NO. 3B FOR THE K-8 SCHOOL STORMWATER DRAINAGE IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

There was discussion from Council and the Manager regarding future stormwater zones may be put on hold if a resilience project comes forward that takes precedent and the burying of power lines can be accomplished separately.

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

At this time the Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING FIREWORKS BY GRUCCI, INC. FOR JULY 4TH FIREWORKS DISPLAY SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

There was discussion from Council and Director Hofferberth regarding the 46% increase in pricing and possibly using laser shows or drones in the future. It was the consensus of Council that this item be brought forward earlier in the year.

The resolution was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember Moss was out of the room at the time the vote was taken.

At this time the Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING C.A.P. GOVERNMENT, INC. AND M.T. CAUSLEY, LLC FOR BUILDING INSPECTION AND EXAMINATION SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2024-04; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Vazquez and approved by a 5-1 voice vote. The vote was as follows: Councilmembers Caplan, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember London voting No. Councilmember Moss was out of the room at the time the vote was taken.

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

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2023-12 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2023-2024 BY REVISING THE 2023-2024 FISCAL YEAR BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

There was discussion from Council, Chief Financial Officer Benjamin Nussbaum, and the Manager regarding the above ordinance.

Director Calleros Gauger addressed the Council regarding the cost estimate to remodel the Council Chamber into a movie theater.

CIP and Grants Manager Colleen Blank addressed the Council regarding the Beach Park renovation supplement.

There was discussion from Council regarding the above items, incorporating a community garden, the 40% increase in costs for Phase 1, and general requirements costs.

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

10. **RESOLUTIONS:** These items were addressed earlier in the evening.

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

Village Manager. Director Calleros Gauger addressed the Council reporting on proposed upcoming legislation that is related to planning and zoning and possibly dividing the monument sign ordinance into two pieces: institution zones and commercial offices.

There was discussion from Council, the Manager, and Director Calleros Gauger regarding bonus packages for stormwater easements.

Mayor and Councilmembers: At this time Mayor Rasco addressed the Council regarding holding a Committee of the Whole at a future date to be determined.

Items 112B and 113B were addressed earlier in the evening.

Councilmember Caplan addressed the Council reporting on the March 15th meeting between the South Florida Regional Planning Council and the Treasure Coast Regional Planning Council regarding the insurance crisis in Florida, sink holes and mold, insurance companies going out of business, and proposed legislation by Florida Representative Jared Moskowitz regarding limits on what reinsurers can charge insurance companies. Councilmember Caplan also reported that 70% of all U.S. property insurance litigation is in Florida.

Councilmember London addressed the Council regarding Assignment of Benefits and reinsurance rates.

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 10:58 p.m.

Respectfully submitted:

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____ 2024:

Joe I. Rasco
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.



VILLAGE OF KEY BISCAINE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Executing a Grant of Easement between the Village of Key Biscayne and Miami-Dade County to Provide Access to Sanitary Sewer Extension at Beach Park

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute a Grant of Easement to provide Miami-Dade Water and Sewer Department (County) full access to the sanitary sewer extension for emergency purposes at Beach Park. This easement is part of the County requirements to convey the sanitary sewer lateral system to the County.

BACKGROUND

As part of the Village's septic to sewer conversion initiative, the Village spent \$42,000 approved in the FY21-22 under the Capital Improvement Program for the construction of a sanitary sewer extension at Beach Park to provide a point of connection to the Beach Club. In September of 2021, the Village entered into an agreement with the County in which the Village was responsible for the design, permitting, and construction of the sanitary sewer connection. Said agreement stipulated that after the completion of the project, the system shall be conveyed to Miami-Dade Water and Sewer Department, and a 15-foot-wide facility easement for emergency purposes shall be vested to the County.

The project construction was completed in the first quarter of 2022 with the County's permit and system conveyance remaining open. In December of 2023, the Village resumed coordination with the County to close the construction permit and to convey the sanitary sewer extension to the County. The construction permit was successfully closed during the first quarter of 2024; the grant of easement is the only remaining item pending to complete the conveyance of the system to the County.

The Conveyance Package includes the following documents: Absolute Bill of Sale, Final Release of Lien, Warranty Letter, Maintenance Bond (from the project's contractor), and Grant of Easement. All the documents except for the Grant of Easement have been executed by the Village and the project's contractor and have been received and approved by the County.

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

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, GRANTING AN
EASEMENT TO THE MIAMI-DADE COUNTY WATER
AND SEWER DEPARTMENT (WASD) RELATING TO
SANITARY SEWER FACILITIES AT BEACH PARK;
PROVIDING FOR AUTHORIZATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne (“Village”) has constructed sanitary sewer facilities at Beach Park and desires sanitary sewer services for the facilities; and

WHEREAS, in order to provide sanitary and sewer services for the facilities, the Miami-Dade County Water and Sewer Department (“WASD”) requires an easement from the Village (the “Easement”); and

WHEREAS, the Village desires to grant the Easement to WASD and authorize the Village Manager to execute the Easement with WASD, 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. **Grant of Easement.** That the Village Council hereby grants the Easement to WASD in substantially the form attached hereto as Exhibit “A.”

Section 3. **Authorization.** The Village Manager is hereby authorized to execute the Easement 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 _____, 2024.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

Tax Folio Number: 24-5204-002-0030/0092
Agmt ID: 30961

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, between Village of Key Biscayne, A Florida Municipal Corporation, whose mailing address is: 88 W Key Biscayne, Key Biscayne, FL 33149, hereinafter called **GRANTOR**, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, hereinafter called **GRANTEE**:

W I T N E S S E T H

THAT, the **GRANTOR**, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable considerations, the receipt of which is hereby acknowledged by the **GRANTOR**, has granted and does hereby grant, to the **GRANTEE**, its successors and assigns, forever, the right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and all appurtenances thereto, including but not limited to, fire hydrants, and/or sewage transmission and collection facilities and all appurtenant equipment, which right, privilege and easement shall include the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or that may extend up to twenty-five (25) feet vertically above the finished grade over the easement, as may be necessary to carry out any right granted herein. This right, privilege and easement also provides **GRANTEE** with full and unlimited right of ingress thereto and egress there from on the property of the **GRANTOR** described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof

THE GRANTOR does hereby fully warrant that it has good title to the above-described property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF, the **GRANTOR** by its proper officials has hereunto set its hands and seals the year and day first above written.

WITNESSETH:

Village of Key Biscayne, A Florida Municipal Corporation

By: _____
signature

signature
Print Name: _____
Address: _____

signature
Print Name: _____
Address: _____

signature
Print Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as President, and _____, as Secretary, of **Village of Key Biscayne**, A FLORIDA MUNICIPAL CORPORATION, on behalf of the corporation. He/She/They is/are personally known to me or have/haven't has/hasn't produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES

This instrument prepared by Delia Rondon
Miami Dade Water & Sewer Utility Development Division
3575 S LeJeune Rd. Miami Fl. 33146

*NOTE: The Opinion must cover the time period to within 30 days prior to submittal of signed water and sewer agreements or an assignment. FOR WARRANTY DEEDS, EASEMENTS, COVENANTS AND UNITIES OF TITLE, THE OPINION MUST COVER THE TIME PERIOD THROUGH THE DATE OF EXECUTION OF THE DEED, EASEMENT, COVENANT OR UNITY.

The opinion for all LLC agreements and N.V. property owner corporations must state that the person(s) signing the agreement or legal document has the legal power and authority to sign on behalf of and bind the entity.

**MIAMI-DADE COUNTY
MIAMI-DADE WATER AND SEWER DEPARTMENT
OPINION OF TITLE**

To: MIAMI DADE COUNTY, a political subdivision of the State of Florida.

With the understanding that this opinion of title is furnished to MIAMI DADE COUNTY, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I (we) have examined the complete

Abstract of Title or Title Policy Number _____, issued by _____
_____ dated _____ and the following: covering the period from the
BEGINNING to _____ A.D. 20 _____, at _____ inclusive, of the following described real property:
(Legal description as it appears in agreement or legal document)

Basing my (our) opinion on said complete abstract or title policy covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: _____

Subject to the following liens, encumbrances and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics or materialmen's liens.
5. Zoning and other restrictions imposed by governmental authority

SPECIAL EXCEPTIONS

No ☐ Yes (please disclose) ☐

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, easement, covenant and unity of title, as applicable.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice law in the State of Florida and am a member in good standing of the Florida Bar.

Respectfully submitted this _____ day of _____, 20____.

SIGNATURE

PRINTED NAME

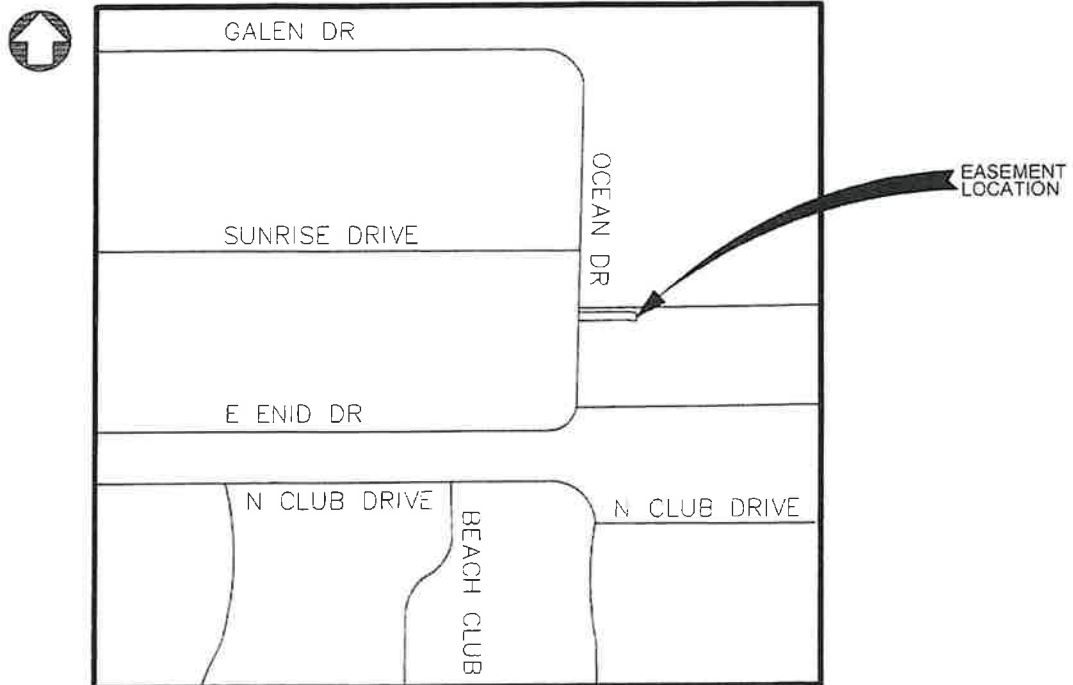
FLORIDA BAR NUMBER

ADDRESS

PHONE NUMBER

EXHIBIT "A"

15 FEET MD-WASD SEWER EASEMENT BEACH PARK SANITARY SEWER



ER # DS 2021-30961
AGREEMENT ID: 30961
Folio: 24-5204-002-0092

LOCATION MAP

SCALE: N.T.S.

PLAT NAME (P.B. 53, PG. 19)
SECTION 4 & 5, TOWNSHIP 55 S., RANGE 42 E.
MIAMI-DADE COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS HEREON ARE REFERRED ON AN ASSUMED VALUE OF N1°41'53"W (MEASURED) ALONG CENTER LINE OF OCEAN DRIVE
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER
4. THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE RECENTLY INSTALLED SEWER LINES AND RELATED FACILITIES, AS SHOWN ON THE SEWER AS-BUILT PREPARED BY JOSEPH L. MARTIN P.S.M. UNDER ER # DS 2021-30961
5. THE MINIMUM VERTICAL CLEARANCE IS 25 FEET ABOVE GROUND ELEVATION.
6. THE EASEMENT STRIP FORM A CLOSED GEOMETRIC FIGURE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION, AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA.

LEGEND:

Ⓢ DENOTES CENTER LINE
O.R.B. DENOTES OFFICIAL RECORD BOOK
P.B. DENOTES PLAT BOOK
P.G. DENOTES PAGE
Ⓡ DENOTES PROPERTY LINE
R/W DENOTES RIGHT OF WAY

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET IS NOT VALID WITHOUT OTHERS AND WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL ON SHEET 1

JOSEPH L. MARTIN
License Number 4368
PROFESSIONAL SURVEYOR AND MAPPER No 4368
STATE OF FLORIDA
DATE: 8-26-22



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680

15' SEWER EASEMENT TO M-DWASD

REVISIONS

DATE: 8-26-2022

DRAWN BY: P.M.

SHEET 1 of 3

**15 FEET MD-WASD SEWER EASEMENT
BEACH PARK SANITARY SEWER
LEGAL DESCRIPTION TO ACCOMPANY SKETCH**

A STRIP OF LAND 15 FEET IN WIDTH LYING IN A PORTION OF TRACT G, FIRST ADDITION TO BISCAYNE KEY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53 AT PAGE 19 OF THE PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT G OF SAID FIRST ADDITION TO BISCAYNE KEY ESTATES; THENCE ALONG THE WEST LINE OF SAID TRACT G, ALSO BEING THE EAST RIGHT OF WAY LINE OF OCEAN DRIVE RUN S1°41'53"E FOR A DISTANCE OF 7.79 FEET TO THE POINT OF BEGINNING; THENCE RUN N88°56'51"E FOR A DISTANCE OF 88.07 FEET TO A POINT; THENCE RUN S77°26'08"E FOR A DISTANCE OF 12.31 FEET TO A POINT; THENCE RUN S1°41'53"E FOR A DISTANCE 15.48 FEET TO A POINT; THENCE RUN N77°26'08"W FOR A DISTANCE OF 14.33 FEET TO A POINT; THENCE RUN S88°56'51"W FOR A DISTANCE OF 86.11 FEET TO A POINT; THENCE RUN N1°41'53"W FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1506.20 SQUARE FEET MORE OR LESS.

LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET IS NOT VALID WITHOUT OTHERS AND WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL ON SHEET 1



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680

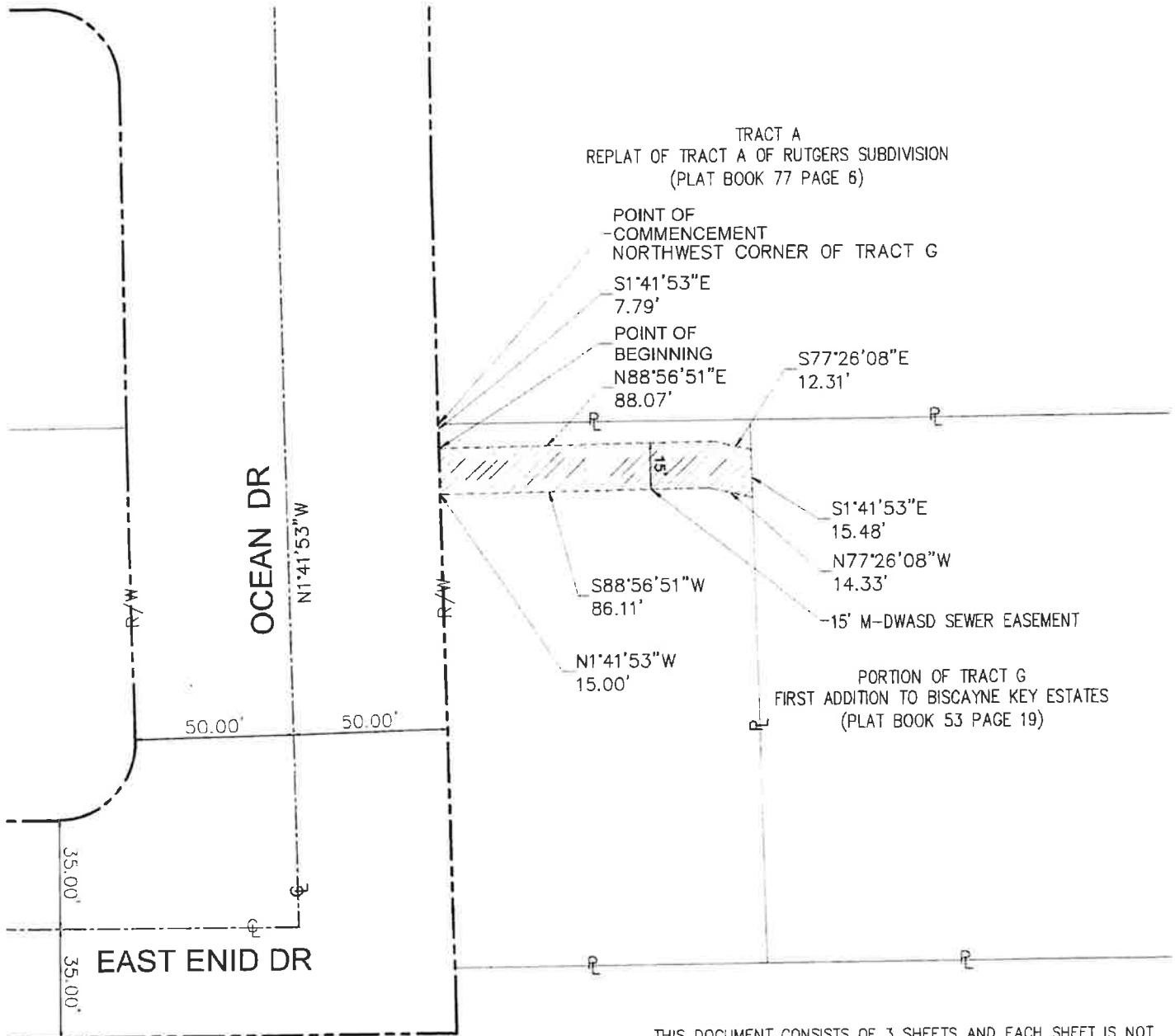
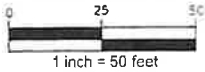
15' SEWER EASEMENT TO M-DWASD

REVISIONS		DATE: 8-26-2022
		DRAWN BY: P.M.
		SHEET 2 of 3

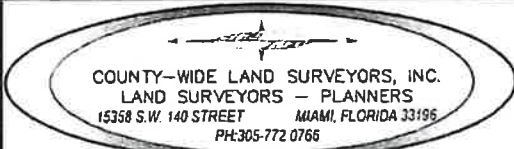
**15 FEET MD-WASD SEWER EASEMENT
BEACH PARK SANITARY SEWER
SKETCH TO ACCOMPANY LEGAL DESCRIPTION**



GRAPHIC SCALE



THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET IS NOT
VALID WITHOUT OTHERS AND WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL ON SHEET 1



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680

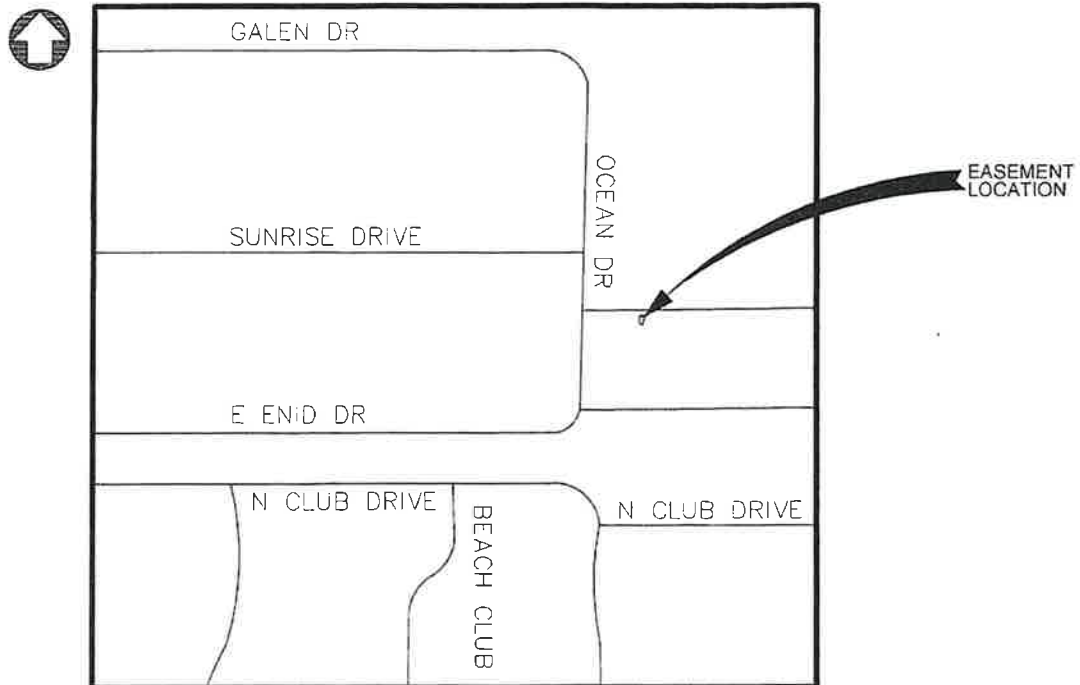
15' SEWER EASEMENT TO M-DWASD

REVISIONS		DATE: 8-26-2022
		DRAWN BY: P.M.
		SHEET 3 of 3

EXHIBIT "A"

15 FEET MD-WASD SEWER EASEMENT

BEACH PARK SANITARY SEWER



ER # DS 2021-30961
 AGREEMENT ID: 30961
 Folio: 24-5204-002-0030

LOCATION MAP

SCALE: N.T.S.

PLAT NAME (P.B. 53, PG. 19)
 SECTION 4 & 5, TOWNSHIP 55 S., RANGE 42 E.
 MIAMI-DADE COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS HEREON ARE REFERRED ON AN ASSUMED VALUE OF N1°41'53"W (MEASURED) ALONG CENTER LINE OF OCEAN DRIVE
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER
4. THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE RECENTLY INSTALLED SEWER LINES AND RELATED FACILITIES, AS SHOWN ON THE SEWER AS-BUILT PREPARED BY JOSEPH L. MARTIN P.S.M. UNDER ER # DS 2021-30961
5. THE MINIMUM VERTICAL CLEARANCE IS 25 FEET ABOVE GROUND ELEVATION.
6. THE EASEMENT STRIP FORM A CLOSED GEOMETRIC FIGURE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION, AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA.

LEGEND:

CL DENOTES CENTER LINE
 O.R.B. DENOTES OFFICIAL RECORD BOOK
 P.B. DENOTES PLAT BOOK
 PG. DENOTES PAGE
 PL DENOTES PROPERTY LINE
 R/W DENOTES RIGHT OF WAY

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET IS NOT VALID WITHOUT OTHERS AND WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL ON SHEET 1

JOSEPH L. MARTIN
 License Number 4368
 PROFESSIONAL SURVEYOR AND MAPPER No 4368
 STATE OF FLORIDA
 DATE: 8-26-22



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680

15' SEWER EASEMENT TO M-DWASD

REVISIONS	DATE: 8-26-2022
	DRAWN BY: P.M.
	SHEET 1 of 3

**15 FEET MD-WASD SEWER EASEMENT
BEACH PARK SANITARY SEWER
LEGAL DESCRIPTION TO ACCOMPANY SKETCH**

A STRIP OF LAND 15 FEET IN WIDTH LYING IN A PORTION OF TRACT G, FIRST ADDITION TO BISCAYNE KEY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53 AT PAGE 19 OF THE PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT G OF SAID FIRST ADDITION TO BISCAYNE KEY ESTATES; THENCE ALONG THE NORTH LINE OF SAID TRACT G RUN N89°31'45"E FOR A DISTANCE OF 100.02 FEET TO A POINT; THENCE RUN S1°41'53"E FOR A DISTANCE OF 9.68 FEET TO THE POINT OF BEGINNING; THENCE RUN S77°26'08"E FOR A DISTANCE OF 9.19 FEET TO A POINT; THENCE RUN S12°33'52"W FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE RUN N77°26'08"W FOR A DISTANCE OF 5.38 FEET TO A POINT; THENCE RUN N1°41'53"W FOR A DISTANCE OF 15.48 FEET TO THE POINT OF BEGINNING

CONTAINING 109.30 SQUARE FEET MORE OR LESS.

LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET IS NOT VALID WITHOUT OTHERS AND WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL ON SHEET 1



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680

15' SEWER EASEMENT TO M-DWASD

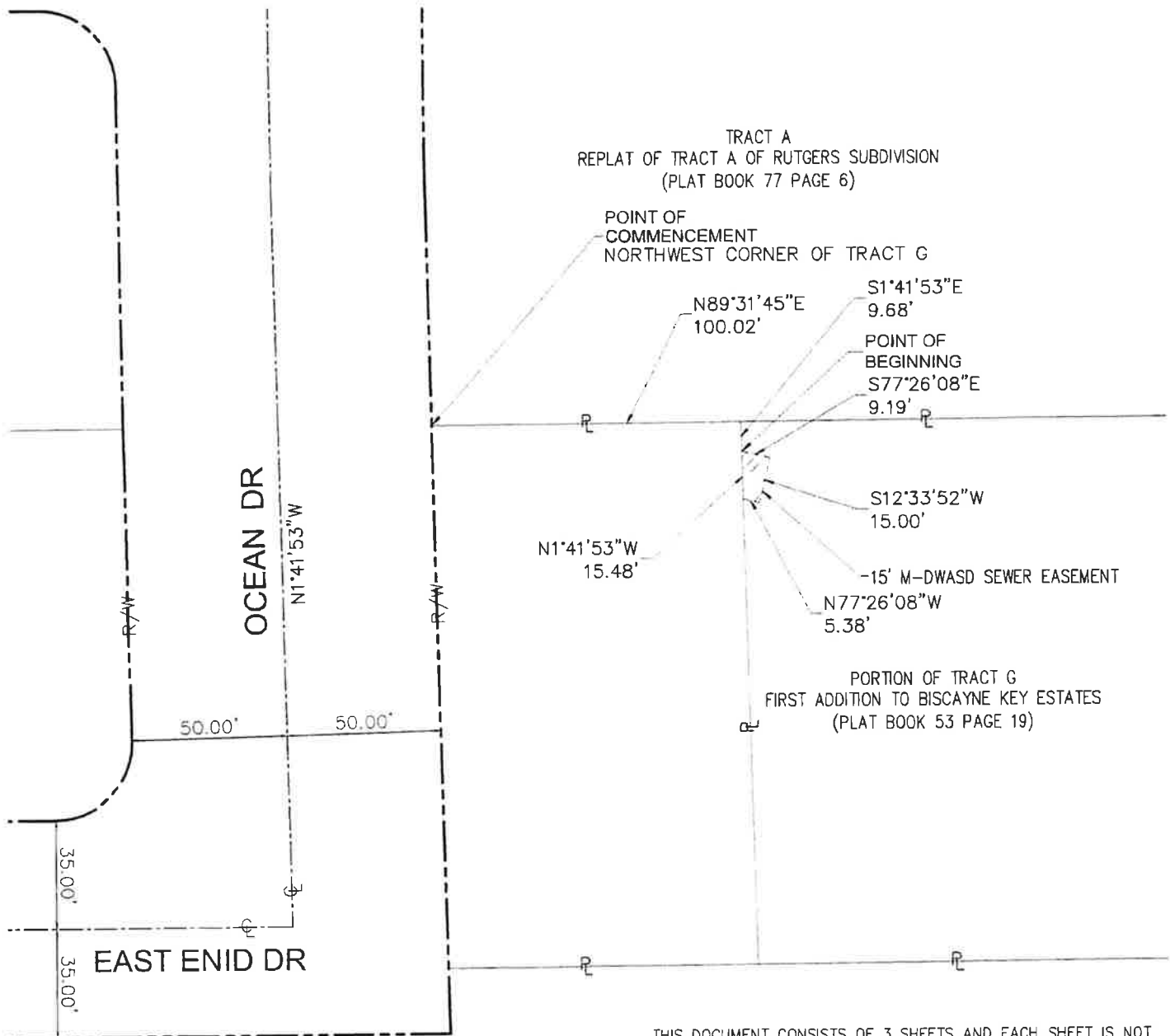
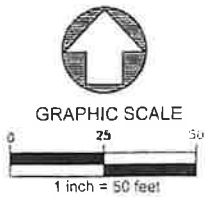
REVISIONS

DATE: 8-26-2022

DRAWN BY: P.M.

SHEET 2 of 3

15 FEET MD-WASD SEWER EASEMENT BEACH PARK SANITARY SEWER SKETCH TO ACCOMPANY LEGAL DESCRIPTION



THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET IS NOT
 VALID WITHOUT OTHERS AND WITHOUT THE SIGNATURE AND THE
 ORIGINAL RAISED SEAL ON SHEET 1



COUNTY-WIDE LAND SURVEYORS, INC. LB 4680

15' SEWER EASEMENT TO M-DWASD

REVISIONS		DATE: 8-26-2022
		DRAWN BY: P.M.
		SHEET 3 of 3

ATTENTION! PLEASE READ CAREFULLY. FAILURE TO DO MAY RESULT IN FURTHER DELAYS

October 18, 2023

VILLAGE OF KEY BISCAYNE

**Re: Conveyance Documents for the Project BEACH PARK SANITARY SEWER-30961
Agreement ID# 30961**

Dear Sir or Madam:

The Miami-Dade Water and Sewer Department (Department) has attached the required conveyance documentation as per your WASD service agreement, for the execution by the appropriate parties which cover the water and/or sewer facilities installed for the above referenced project. **Please read this letter carefully for important information and instructions.**

BEFORE bringing in documentation, we suggest uploading any and all conveyance documents to e-builder FIRST, for our review. This will save unnecessary trips to our office if there is an error, or a revision needed.

After submitting any conveyance documentation to the Lejeune office lobby, send an email to our Conveyance Unit Distribution List, at WASD-Conveyance@miamidade.gov, to notify us that you have dropped off items. This is very important to ensure proficient, timely processing. Also note, WASD requires the original/ink versions of the conveyance documents. Photocopies of any documents to be completed by the customer and/or contractor will NOT be accepted.

The Miami-Dade Water and Sewer Department (Department) is enclosing the documents and forms listed in the table below for the execution by the appropriate parties which cover the water and sewer facilities installed for the above referenced project.

#	Type of Document	Requested to	Received Date	Comments
1	Absolute Bill of Sale	Developer / Owner		
2	Final Waiver and Release of Lien - Developer	Developer / Owner		
3	Final Waiver and Release of Lien - Contractor	Contractor		
4	Warranty Letter	Contractor		

Please provide a one (1) year Maintenance Bond OR Letter of Credit, to cover the cost of the facilities installed, in the amount of twenty-five percent (25%) for water main facilities, fifty percent (50%) for the sewer main facilities, and one hundred percent (100%) for pump station facilities. The amount of the Maintenance Bond has been finalized by the Department's approval of the submitted amounts on the Cost Breakdown (Exhibit B, included), and is \$9030.46.

***PLEASE MAKE SURE YOU HAVE SCHEDULED YOUR FINAL INSPECTION WITH YOUR WASD INSPECTOR, AND THAT THEY HAVE RECEIVED ALL REQUIRED ITEMS. IF INSPECTIONS REQUIREMENTS HAVE NOT BEEN MET, CONVEYANCE CAN NOT MOVE FORWARD.**

All documents executed by a corporation must have the corporation seal affixed.

Please take particular note that NO CONVEYANCE DOCUMENTS WILL BE ACCEPTED IF THEY ARE DATED BEFORE INSPECTIONS HAS ISSUED A NOTICE OF COMPLETION. That includes the final inspection and all items required from your WASD Inspector. * If you date the documents and submit them before the notice of completion is issued, we will reject the document and require you to execute a new form.

Once the project receives the final construction notice of completion, and all the proper documents for conveyance are submitted, the meter(s) may be scheduled.

The final set of approved building plans shall be required for review before the meter(s) are scheduled.

PROCESS FOR METER SET REQUEST:

At any point during the process, usually after as-built submittal, the New Account Work Form can be completed and submitted to New Business, on e-builder, to set up your meter accounts.

If this is the first time you are submitting a request through eBuilder, and you have entered into an **agreement with the Department**, please follow the directions below:

NOTE: the agreement ID# and access to eBuilder is required before moving forward.

- You are a Project Participant **but** you do not have access to e-Builder, you'll need to register with e-Builder as a Project Participant ([click here](#)) **before** you start the NAF process under the agreement ID.
- Your project has received a final notice of completion, completed conveyance with the Department and you have access to e-Builder, then [log-into e-Builder](#), enter the agreement ID on processes, and Start a new NAF process.
 - Click on "Start Process" in the upper right corner
 - Choose "New Account Form with Agreement"
 - Fill in all required fields

Please feel free to email us if there are any questions or if anything needs clarifying. Thank you very much.

Truly Yours,

Delia Rondon
New Business Conveyance Unit
WASD-CONVEYANCE@MIAMIDADE.GOV

****Note: Exhibits A & B as mentioned in the Absolute Bill of Sale, Waiver and Release of Lien – Developer, Waiver and Release of Lien – Contractor, and Warranty are only attached to the Absolute Bill of Sale**

FINAL WAIVER AND RELEASE OF LIEN - CONTRACTOR

State of Florida
County of Miami-Dade

_____, having been duly sworn, deposes, and says as follows, To wit:

1. I am Delio A. Trascabares, President of **METRO EXPRESS, INC, A Florida Corporation** (hereinafter called "the Contractor"), with the right to execute this final waiver and release of lien.

2. For the consideration of amount of ten dollars (\$10.00), the Contractor has agreed to hereby waive, release, and quit claim all liens, lien rights, claims, or demands of every kind whatsoever which the Contractor now has or may hereinafter have against or because of the construction of certain donated improvements, situated in Miami Dade County, Florida, described as:

All water and sewer facilities built, constructed, and installed to serve **BEACH PARK SANITARY SEWER, DS 2021-30961, ID# 30961 located in Section 4 & 5-55-42**, Miami Dade County, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

3. It being the understanding of the Contractor that this is a waiver and release of lien which the Contractor has against the facilities described herein. Contractor acknowledges that it has been paid in full for all work related to the water and sewer facilities described above.

4. Payments in full have heretofore been paid by the Contractor to all persons, firms and corporations supplying labor, materials, equipment, and supplies, used directly or indirectly by the Contractor, or any subcontractor in the prosecution of the work provided on water and sewer facilities described herein.

5. There are no claims, demands or liens of any kind attributable to any action taken by the Contractor in connection with the work described above which would cause, create, or constitute a charge or lien against said Miami-Dade County or the Members of the Board of County Commissioners.

6. The undersigned warrants that no assignment of liens or claims, nor the right to perfect a lien, such as the Notice to Owner provision under Section 713.06 (2)(a) of the Florida Statutes, against improvements described or listed herein, has been or will be made, and that no claims are outstanding by subcontractors and/or vendors to the Contractor.

7. The Contractor hereby agrees to indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Miami-Dade 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 work by the Contractor or its employees, agents, servants, partners, principals, contractors or subcontractors. Contractor hereby agrees 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 Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

8. Contractor hereby waives and releases all claims of any sort as it may have against Miami-Dade County, at law or equity, arising out of the construction of the above water and sewer improvements.

WITNESSETH:

METRO EXPRESS, INC, A Florida Corporation

Signature
Harold Moralez
Print name

Signature
José Gonzalez
Print name

By: _____
Signature of President
Delio A. Trascabares
Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28 day of March, 2024 by Delio A. Trascabares as President, of **METRO EXPRESS, INC, A Florida Corporation**. He/She is personally known to me or have produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print name



SERIAL NUMBER

FINAL WAIVER AND RELEASE OF LIEN - DEVELOPER

State of Florida
County of Miami-Dade

_____, having been duly sworn, deposes and says as follows, To wit:

1. I am _____ as President of **VILLAGE OF KEY BISCAYNE**, A FLORIDA MUNICIPAL CORPORATION (hereinafter called "the Developer"), with the right to execute this final waiver and release of lien.

2. For the consideration of amount of ten dollars (\$10.00), the Developer hereby waives and releases all liens, lien rights, claims, or demands of every kind whatsoever which the Developer now has on the construction of certain donated improvements, situated in Miami Dade County, Florida, described as:

All water and sewer facilities built, constructed, and installed to serve **BEACH PARK SANITARY SEWER, SB 2012-30961, ID# 30961 located in Section 4 & 5-55-42**, Miami Dade County, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

3. Developer understands that this is a waiver and release of lien which the Developer has against the facilities described herein. The Developer acknowledges that it has made payment in full for all work related to the water and sewer facilities described above

4. Payments in full have heretofore been paid by the Developer to all persons, firms and corporations supplying labor, materials, equipment, and supplies, used directly or indirectly by the Developer, or any subcontractor in the prosecution of the work provided on water and sewer facilities described herein.

5. There are no claims, demands or liens of any kind attributable to any action taken by the Developer in connection with the work described above which would cause, create, or constitute a charge or lien against said Miami-Dade County or the Members of the Board of County Commissioners.

6. The undersigned warrants that no assignment of liens or claims, nor the right to perfect a lien, such as the Notice to Owner provision under Section 713.06 (2)(a) of the Florida Statutes, against improvements described or listed herein, has been or will be made, and that no claims are outstanding by subcontractors and/or vendors to the Developer.

7. The Developer hereby agrees to indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Miami-Dade 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 work by the Developer or its employees, agents, servants, partners, principals, contractors or subcontractors. Developer hereby agrees 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 Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

8. Developer hereby waives and releases all claims of any sort as it may have against Miami-Dade County, at law or equity, arising out of the construction of the above water and sewer improvements.

ATTEST:

Jaelyn B Koch
VILLAGE CLERK
Jaelyn B. Koch
Print name



VILLAGE OF KEY BISCAYNE, A FLORIDA MUNICIPAL CORPORATION
By STEVEN C. WILLIAMSON
VILLAGE MANAGER
Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of April, 2021 by Steven Williamson as President of **VILLAGE OF KEY BISCAYNE, A FLORIDA MUNICIPAL CORPORATION**. He/She is personally known to me or have produced _____ as identification and did/did not take an oath.

Myriam Restrepo
NOTARY PUBLIC
Myriam RESTREPO
Print name



SERIAL NUMBER

ABSOLUTE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, VILLAGE OF KEY BISCAYNE, A FLORIDA MUNICIPAL CORPORATION, hereinafter called GRANTOR which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, the following:

All water and sewer facilities built and constructed to serve BEACH PARK SANITARY SEWER, DS 2012-30961, ID# 30961 located in Section 4 & 5-55-42, Miami-Dade County, Florida, as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that the GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this _____ day of _____, 20__.

ATTEST:

Jocelyn B Koch
VILLAGE CLERK

Jocelyn B Koch
Print name

VILLAGE OF KEY BISCAYNE., A
FLORIDA MUNICIPAL CORPORATION

VILLAGE MANAGER

STEVEN C. WILLIAMSON
Print name



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of April, 2024 by Steven C. Williamson as President and Jocelyn B. Koch, as Secretary, of VILLAGE OF KEY BISCAYNE., A FLORIDA MUNICIPAL CORPORATION. He/She/They are personally known to me or have produced _____ as identification and did/did not take an oath.

Myriam Restrepo
NOTARY PUBLIC
Myriam Restrepo
PRINT NAME

SERIAL NUMBER _____



WARRANTY

This Warranty hereby made and entered into this 28 day of March, 2024, by **METRO EXPRESS, INC, A FLORIDA CORPORATION**, who does hereby warrant to **MIAMI-DADE COUNTY ("COUNTY")** and the **MIAMI-DADE WATER AND SEWER DEPARTMENT ("DEPARTMENT")** the property described below to be free from defects in materials and workmanship for a period of one (1) year from the date hereof:

All water and sewer facilities built and constructed to serve **BEACH PARK SANITARY SEWER, DS 2021-30961, ID# 30961 located in Section 4&5-55-42**, Miami-Dade County, Florida, as shown on **Exhibit "A"** attached hereto and made a part hereof and as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

The undersigned shall at no cost to the **COUNTY** and **DEPARTMENT**, repair, replace or otherwise remedy such defects to the full and complete satisfaction of the **COUNTY** and the **DEPARTMENT**.

IN WITNESS WHEREOF, the undersigned has executed this warranty by its duly authorized officers or representatives on the day and year above written.

WITNESSETH:

METRO EXPRESS, INC, A FLORIDA CORPORATION


Signature
Harold Morales
Print name

Signature
Luis Gonzalez
Print name

By: 
Signature of President
Delia A. Trasebaves
Print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28 day of March, 2024 by Delia A. Trasebaves as President of **METRO EXPRESS, INC, A FLORIDA CORPORATION**. He/She is personally known to me or produced _____ as identification and did/did not take an oath.


NOTARY PUBLIC

PRINT NAME





EXHIBIT B

Miami-Dade Water and Sewer Department

Wastewater Bill of Materials /Cost Breakdown For Donation Projects

Agreement ID#: **30961** SB/DS: **DS 2021-30961**
 Project Name: **BEACH PARK SANITARY SEWER**
 Project Location: **695 OCEAN DR. KEY BISCAYNE, FL 33149**
 Contractor: **METRO EXPRESS, INC.**
 Inspector: **CAIRO SANDINO**

	TYPE/Material	SIZE	Quantity		Minimum Unit Cost	Actual Unit Cost	Total Cost
Gravity Sewer Mains SSSTRGRAV	PVC /D.I.P.	8"	101.17	L.F.	\$26.00 / \$191.00	\$26.00	\$2,630.42
	PVC /D.I.P.	10"	0.00	L.F.	\$38.00 / \$208.00	\$208.00	\$0.00
	PVC /D.I.P.	12"	0.00	L.F.	\$45.00 / \$225.00	\$0.00	\$0.00
Service Laterals: SSSTRLATER	PVC /D.I.P.	6"	20.61	L.F.	\$50.00 / \$200.00	\$50.00	\$1,030.50
Manholes: SSSTRGRAV	Precast Conc.		2	Each	\$7,200.00	\$7,200.00	\$14,400.00
**Local Force Mains: SSSTRFMLOC	D.I.P.	4"	0	L.F.	\$55.00	\$55.00	\$0.00
	D.I.P.	6"	0	L.F.	\$60.00	\$60.00	\$0.00
	D.I.P.	8"	0	L.F.	\$70.00	\$70.00	\$0.00
	D.I.P.	12"	0	L.F.	\$90.00	\$90.00	\$0.00
**Local Pump Station: PSSTRLOCAL PSEQPLOC	Structure		0	Each	\$42,000.00	\$42,000.00	\$0.00
	Equipment		0	Each	\$277,000.00	\$277,000.00	\$0.00
*Regional Force Main: SSSTRFMREG	D.I.P.	16"	0	L.F.	\$200.00	\$200.00	\$0.00
	D.I.P.	20"	0	L.F.	\$250.00	\$250.00	\$0.00
	D.I.P.	24"	0	L.F.	\$300.00	\$300.00	\$0.00
*Regional Pump Station: PSSTRREGNL PSEQPREG	***Structure		0	Each	\$203,800.00	\$203,800.00	\$0.00
	***Equipment		0	Each	\$307,000.00	\$307,000.00	\$0.00
Housing & Generator: PLEQPPWRPD			125KW		\$58,000.00		
Valves: SSSTRFMLOC	Plug	6"	0	Each	\$2,230.00	\$2,230.00	\$0.00
	Plug	8"	0	Each	\$3,000.00	\$3,000.00	\$0.00
	Plug	12"	0	Each	\$4,750.00	\$4,750.00	\$0.00
	Plug	16"	0	Each	\$5,000.00	\$5,000.00	\$0.00
Bond Amount (WASD) \$ 9,030.46					Total Project Cost \$		\$18,060.92

*Regional:- Sewer pump station serving several neighborhoods with other stations pumping to it & force mains to Treatment Plant.

**Local:- gravity systems, lift stations & small pump stations in local areas, force mains carrying flows from lift stations to regional.

***Equipment:- pump, motor/engine, piping, valves, electrical lines, switches, hols/ect. Structure:- walls & support for equipment

The back of this document may be used to write in additional information if needed.

Certified by contractor: Signature: Ernesto Feliciano Company: **METRO EXPRESS, INC.**
 Date: 08/27/2022 Print: ERNESTO FELICIANO Title: **PROJECT MANAGER**
 Type, size & quantity Inspected I Signature: Cairo Sandino
 Date: 11/03/2022 Print: Cairo Sandino
 Received by New Business Rep: Signature: Delia Rondon
 Date: 10-18-2023 Print: Delia Rondon

ORDINANCE NO. 2024-_____

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

WHEREAS, Section 4.12 of the Charter of the Village of Key Biscayne (the “Village”) permits the Village Council to establish advisory boards; and

WHEREAS, the Village Council desires to create the Unique Abilities Advisory Board (the “Board”) to provide advice and recommendations to the Village Council relating to the needs of persons with unique abilities in the Village; 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. **Creation of Board.** That the Village Council hereby creates the Unique Abilities Advisory Board as follows:

1. **Creation, composition and qualifications.**
 - a. In accordance with Section 2-10 of the Village Code, there is hereby created and established the Unique Abilities Advisory Board (the “Board”). The Board shall be composed of seven (7) members appointed by the Mayor, with the approval of the Village Council.
 - b. Each member of the Board shall serve at the pleasure of the Village Council as provided by Village Code Section 2-10.

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.

- c. Each member of the Board shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses.
- d. Each member of the Board must be a resident of the Village. Any member who ceases to reside within the Village limits during his or her term of office shall be deemed to have resigned as of the date of his or her change of residence from the Village.
- e. In the event of the resignation or removal of any member of the Board, the Mayor shall appoint a person to fill the vacancy on the Board for the unexpired portion of the term of the member vacating such office, subject to approval of the Village Council.

2. Term of Office.

Members shall be appointed for a term of up to two (2) years. Members may be reappointed to additional terms of office by the Mayor for a maximum of eight years, subject to Village Council approval.

3. Advisory Capacity; Standards of conduct.

The powers and duties of the Board shall be solely of an advisory nature to the Village Council and Village Manager. Accordingly, Board members shall comply with the applicable requirements of the Code of Ethics for Public Officers and Employees as provided in Part III of Chapter 112, Florida Statutes, and any other standards of conduct set by federal, state, county, Village or other applicable law.

4. Rules of Procedure; other requirements.

- a. The Board may adopt rules of procedure as authorized by Village Code Section 2-10(k). In the absence of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply, subject to the provisions of Village Code Section 2-10.
- b. During the first meeting of the Board, the members shall elect one of their members to act as Chairperson, Vice-Chairperson and Secretary.
- c. The Board shall be subject to and shall comply with the applicable provisions of Village Code 2-10.
- d. The Board shall submit an annual report to the Village Council at the first Council meeting in December of each year, unless otherwise determined by the Village Council. The report shall comply with the applicable provisions of Village Code Sec. 2-10(e).

5. Jurisdiction and Dissolution.

- a. The jurisdiction of the Board shall be solely advisory and shall include:
 - i. Identifying and developing programs, services, plans and/or projects to be implemented in the Village that will assist and benefit all people with unique abilities.
 - ii. Making recommendations with regard to improving programs, services, equipment and facilities for persons with unique abilities; increasing the awareness of issues of accessibility and inclusion with the residents and businesses, and encouraging increased conscious activities by the residents and businesses;
 - iii. Making recommendations about goals, criteria, and strategies with respect to accessibility measures; and
 - iv. Any other matters assigned to the Board by the Village Council relating to sustainability efforts.
- b. The Board shall continue to exist until the Board delivers its final report to the Village Council or at such time that the Village Council, by an affirmative motion, determines that it is appropriate and necessary to dissolve the Board.

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 _____, 2024.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 6/11/2024

Agenda Item No. 9A

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance establishes the Unique Abilities Advisory Board (the "Board") to provide advice and recommendations to the Village Council regarding the needs of individuals with unique abilities in the Village. The Board's responsibilities are strictly advisory to both the Village Council and Village Manager. The Board is designed to ensure inclusivity and support for individuals with unique abilities within the community, promoting accessibility for all residents.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. **Estimate of Direct Business Compliance Costs:**

The proposed ordinance does not require businesses to take on additional compliance costs.

b. **New Charges/Fees on Businesses Impacted:**

The proposed ordinance does not create a new fee or charge.

c. **Estimate of Regulatory Costs:**

The proposed changes present no foreseeable or anticipated cost in regulatory expenses.

Good Faith Estimate of Number of Businesses Likely Impacted:

There are no businesses likely to be impacted by the proposed Ordinance.

Any Additional Information:

None.

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ARTICLE II, CHAPTER 26, “GOLF CARTS,” OF THE VILLAGE CODE OF ORDINANCES RELATING TO PENALTIES FOR GOLF CART VIOLATIONS; 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 to amend penalties relating to golf cart violations; 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 Chapter 316, Florida Statutes; 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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Section 26-30 of the Village Code. That Section 26-30, “Enforcement,” of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 26 – TRAFFIC AND VEHICLES

* * *

ARTICLE II. GOLF CARTS

* * *

Section 26-30. Enforcement.

The Village Police Department shall be responsible for enforcing this article. Violations occurring under ~~Section 26-24~~ this article shall be enforced as follows:

<u>Article II, Section 26-24</u>	<u>Offense</u>	<u>Penalty</u>
Section 26-24	Any Offense	Pursuant to Chapters 316 or 318, F.S., as applicable.

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.

(1) Without a valid, current learner's driver's license, or driver's license		
<u>Section 26-24</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>First Offense</u>	<u>\$75.00</u>
<u>Section 26-24</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>Second and Subsequent Offenses</u>	<u>\$175.00</u>
<u>Section 26-24</u> <u>(3) Without a valid, current Permit issued by the Village Police Department and affixed the Golf Cart in a conspicuous location</u> (4) In violation of Village traffic regulations not otherwise governed by State or County law (6) On the beaches, parks, bicycle paths, sidewalks, or swales of Village (9) Carrying more passengers than those for which the Golf Cart was designed	First Offense	\$75.00 <u>\$250.00</u>

Section 26-24 (3) Without a valid, current Permit issued by the Village Police Department and affixed the Golf Cart in a conspicuous location (4) In violation of Village traffic regulations not otherwise governed by State or County law (6) On the beaches, parks, bicycle paths, sidewalks, or swales of Village (9) Carrying more passengers than those for which the Golf Cart was designed	Second Offense <u>and</u> <u>Subsequent Offenses</u>	\$175.00 <u>\$500.00</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.
* * *		
Section 26-28 Operators over the age of 18 who do not possess a valid driver's license or valid learner's driver's license	Any <u>First</u> Offense	\$75.00 <u>\$250.00</u>
Section 26-28 Operators over the age of 18 who do not possess a valid driver's license or valid learner's driver's license	Second Offense <u>and</u> <u>Subsequent Offenses</u>	\$175.00 <u>\$500.00</u>

* * *

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 _____, 2024.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2024.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 4-/-0.02

Agenda Item No. 7@

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance seeks to amend Chapter 26 of the Village Code of Ordinance (the "Village Code") to amend penalties relating to certain golf cart violations. The amendment is driven by the Village's goal to ensure fair and impartial application of code enforcement penalties and is intended to improve safety and oversight regarding the use of golf carts within the Village.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. **Estimate of Direct Business Compliance Costs:**

The proposed ordinance does not require businesses to take on additional compliance costs.

b. **New Charges/Fees on Businesses Impacted:**

The proposed ordinance does not impose a new fee or charge for which businesses will be financially responsible.

c. **Estimate of Regulatory Costs:**

The proposed changes present no foreseeable or anticipated cost in regulatory expenses.

Good Faith Estimate of Number of Businesses Likely Impacted:

The estimated number of businesses likely to be impacted by the ordinance cannot be quantified at this time because the number of businesses likely to be impacted by the proposed ordinance will depend on how many businesses own and operate a golf carts and violate the Village Code following the effective date of the ordinance.

Any Additional Information:

The proposed ordinance increases fines for operating a golf cart in violation of Sections 26-24(4), (6), and (9) and 26-28 from \$75 dollars to \$250 for first time offenses and from \$175 to \$500 for subsequent offenses.

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING ARTICLE V, CHAPTER 26, “ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES” OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE; PROVIDING FOR THE PROHIBITION AND REGULATION OF SUCH DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR A SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) desires to amend Chapter 26 of the Village Code of Ordinances in relation to Traffic and Vehicles to include Article V relating to electric bicycles, motorized scooters, and other motorized mobility devices to address special conditions affecting the Village and to provide for the normal and safe movement of traffic within the Village; 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, Chapter 316, Florida Statutes, and the Village Charter; and

WHEREAS, the Village is a 1.25 square mile barrier island located approximately seven (7) miles into Biscayne Bay and connected to the mainland via causeway and bridges; and

WHEREAS, the Village is a mixed-use community that is densely populated with over 7,000 residential units and over 230,000 square feet of commercial uses; and

WHEREAS, the Village is an essentially built-out community with its roadway network designed and platted in the late 1940s and 1950s; and

WHEREAS, Crandon Boulevard, a four lane County roadway, bisects the Village providing the only means of ingress and egress out of the Village as well as the sole means of access to Bill Baggs Cape Florida State Park; and

WHEREAS, the Village’s roadways are comprised of a series of local thoroughfares that are more heavily traveled than other municipalities given the built environment and physical constraints of the island itself and due to a series of private roadway networks that restrict public access within the island; and

WHEREAS, the Village’s initial Comprehensive Plan projected that by 2003 the Village would be built-out with a projected permanent population (adjusted for seasonal residents) of 11,471; and

WHEREAS, according to the US Census Bureau, the Village’s population in 2022 was 14,435, which is 2,964 (or approximately 20%) more people than what was projected at build out of the Village; and

WHEREAS, the 2022-2023 Economic Impact Report for the Florida State Park System (the “Report”) determined that Bill Baggs Cape Florida State Park had close to 800,000 visitors, generating a \$95 million economic impact on the local economy, representative of the number of non-locally derived new dollars spent, in part, within the Village; and

WHEREAS, the Report further represented that these non-local visitors to Bill Baggs Cape Florida State Park shopped, dined and lodged, in part, within the Village resulting in additional traffic on the Village’s roadways; and

WHEREAS, the surge in the Village’s population growth coupled with the number of visitors traversing the Village, has exacerbated the Village’s traffic further resulting in a roadway network heavily traveled with vehicles; and

WHEREAS, since January of 2024, the number of inbound motor vehicles to the Village (not inclusive of Golf Carts or other micromobility devices) is estimated to be approximately 94,856 vehicles per week—a figure that does not include or otherwise account for those residents and visitors who stay on the island within the Village’s jurisdiction; and

WHEREAS, automobiles are not the only types of vehicles that traverse the Village’s roadways given that, over the last three years, the Village has averaged more than 600 golf carts registered within the Village; and

WHEREAS, a number of the operators of electric bicycles, motorized scooters and other motorized mobility devices within the Village are underaged minors; and

WHEREAS, as of the last census, the Village had approximately 3,900 minor children residing within its jurisdiction; and

WHEREAS, the volume of vehicles (automobiles and golf carts) traversing the Village’s roadways, local and non-local alike, coupled with its uniquely designed roadway network creates safety concerns, particularly to traffic of electric bicycles, motorized scooters and other motorized mobility devices; and

WHEREAS, these safety concerns are also particularly heightened with respect to the vast number of children operating these devices; and

WHEREAS, numerous studies including from the University of California at San Francisco, U.S. Consumer Product Safety Commission, Medical Journal JAMA Surgery, League of American Bicyclists, Journal of Clinical Medicine, and the University of California Los Angeles have found that over the last couple of years there has been an exponential increase in the amount of injuries, accidents, and fatalities relating to the use of electric bicycles and motorized scooters; and

WHEREAS, there has also been an increase in the number of life-threatening emergency situations involving electric bicycles and motorized scooters in the South Florida given that in the last four (4) months alone there have been three (3) fatalities involving electric bicycles and/or motorized scooters; and

WHEREAS, there has been an increase in the number of similar incidents within the Village resulting in thirty-two (32) reported accidents since 2022, including a recent fatality; and

WHEREAS, Chapter 316, Florida Statutes, permits the Village to regulate the traffic movement or parking of electric bicycles and motorized scooters, but not the age of the operator; and

WHEREAS, based upon the foregoing whereas clauses, including the inability to set minimum age limits, the Village Council finds it necessary pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, Chapter 316, Florida Statutes, and the Village Charter, to prohibit electric bicycles, motorized scooters, and other motorized mobility devices on roadways within the Village by the adoption of temporary or experimental regulations given the above referenced special conditions within the Village and the fact that such devices are incompatible with the normal and safe movement of traffic on the Village's heavily traveled streets; 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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amendment Chapter 26 of the Village Code, Creating Article V. That Chapter 26 of the Code of Key Biscayne, Florida is hereby amended to include Article V to read as follows:

ARTICLE V. ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES

Sec. 26-61. – Legislative Intent.

It is the intent of this Article to prohibit or otherwise regulate the use of Electric Bicycles, Motorized Scooters, and other Motorized Mobility Devices within the Village.

Sec. 26-62. - Definitions.

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.

Bicycle Path. As defined in Section 316.003(6), Florida Statutes, as amended, a Bicycle Path is any road, path, or way that is open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.

Bicycle Lane. As defined in Section 316.003(6), Florida Statutes, as amended, a Bicycle Lane is any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.

Designated Streets. All streets within the Village except Crandon Boulevard.

Electric Bicycle. As defined in Section 316.003(23), Florida Statutes, as amended, an Electric Bicycle is a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

(a) “Class 1 Electric Bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(b) “Class 2 Electric Bicycle” means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(c) “Class 3 Electric Bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

This term does not include motorized scooters.

Motorized Mobility Devices. Any personal device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on one or more wheels including, but not limited to, boards, skateboards, skates, hoverboards, or other similar personal mobility devices. This definition shall not include golf carts or a motorized wheelchair or similar mobility device used for mobility purposes by persons with disabilities.

Motorized Scooters. As defined in Section 316.003(48), Florida Statutes, as amended, a Motorized Scooter is any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. This term does not include an electric bicycle.

Sec. 26-63. – Prohibited Use.

(a) Designated Streets, Beaches, Dunes. Unless otherwise authorized under this Article, all Electric Bicycles, Motorized Scooters, and Motorized Mobility Devices shall be prohibited from operating on Designated Streets, including streets and highways, sidewalks or sidewalk areas, or upon any bicycle path, multiuse path, or trail network, or over a beach as defined in s. 161.54(3), as amended, or a dune as defined in s. 161.54(4), as amended, under the Village's jurisdiction.

(b) Crandon Boulevard. The operation of micromobility devices on Crandon Boulevard, as defined in Section 2-98.3(3) of the Miami-Dade County Code of Ordinances, are subject to the provisions of Section 2-98.3 of the Miami-Dade County Code of Ordinances and any additional regulations agreed to in an interlocal between the Village and Miami-Dade County.

(c) The provisions of this Article shall not apply to:

(1) Governmental personnel on official business, emergency vehicles, or the use of special mobile equipment for repair or maintenance of public property.

(2) A person with a disability who uses a motorized wheelchair or similar mobility device for mobility purposes.

Section 26-64. Enforcement.

The Village Police Department shall be responsible for enforcing this Article. Violations shall be enforced as follows:

(a)

<u>Article V, Section 26-63</u>	<u>Offense</u>	<u>Penalty</u>
<u>Section 26-63</u>	<u>Initial Offense</u>	<u>\$250.00</u> <u>Any violation occurring on Crandon Boulevard shall be penalized pursuant to Section 2-98.3(6) of the Miami-Dade County Code of Ordinances.</u>
<u>Section 26-63</u>	<u>Second offenses</u>	<u>\$500.00</u> <u>Any violation occurring on Crandon Boulevard shall be penalized pursuant to Section 2-98.3(6) of the Miami-Dade County Code of Ordinances.</u>
<u>Section 26-63</u>	<u>Third and Subsequent Offenses</u>	<u>\$500.00</u> <u>Any violation occurring on Crandon Boulevard shall be</u>

		<u>penalized pursuant to Section 2-98.3(6) of the Miami-Dade County Code of Ordinances.</u> <u>Impoundment, pursuant to Section 26-64(b).</u>
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(b) The Village Manager is authorized to adopt an administrative regulation providing for procedure and penalties for impoundment of vehicles for violations of this Article. Any proposed regulation shall be adopted by the Village Council after public comment and seven (7) days public notice.

(c) 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. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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. Sunset Provision. This Ordinance, as amended, shall automatically sunset on August 30, 2025, unless otherwise extended.

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

PASSED on first reading on the _____ day of _____ 2024.

PASSED AND ADOPTED on second reading on the _____ day of _____ 2024.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

BUSINESS IMPACT ESTIMATE¹

Meeting Date: June 11, 2024

Agenda Item No. ____

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance seeks to create Article V, Chapter 26, "Electric Bicycles, Motorized Scooters, and Other Motorized Mobility Devices," of the Village Code to prohibit and regulate the use of electric bicycles, motorized scooter, and other motorized mobility devices within the Village pursuant to its authority under Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, Chapter 316, Florida Statutes, and the Village Charter. The ordinance will address special conditions affecting the Village and provide for the normal and safe movement of traffic within the Village.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

The proposed ordinance does not require businesses to take on additional costs.

b. New Charges/Fees on Businesses Impacted:

The proposed ordinance does not impose a new fee or charge for which businesses will be financially responsible.

c. Estimate of Regulatory Costs:

The proposed changes present no foreseeable or anticipated cost in regulatory expenses.

Good Faith Estimate of Number of Businesses Likely Impacted:

The estimated number of businesses likely to be impacted by the ordinance is estimated to be less than five businesses.

Any Additional Information:

The proposed ordinance could have a negative effect on businesses that offer Electric Bicycles, Motorized Mobility Devices, and Motorized Scooters for sale, as it would disincentivize Village residents from purchasing and using Electric Bicycles, Motorized Mobility Devices, and Motorized Scooters.

The proposed ordinance creates fines for violating Section 26-63 of the Village Code, with a penalty of \$250 dollars for first time offenses and \$500 dollars for second and subsequent offenses. Violations occurring on Crandon Boulevard shall be penalized pursuant to Section 2-98.3(6) of the Miami-Dade County Code of Ordinances.

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;

-
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
 4. Ordinances required to implement a contract/agreement;
 5. Emergency ordinances;
 6. Ordinances relating to procurement;
 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

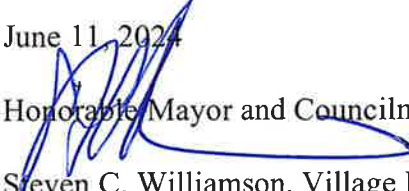


VILLAGE OF KEY BISCAINE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM:  Steven C. Williamson, Village Manager
RE: "Improve Beach Park" Capital Project Construction

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate and enter into an agreement with Persons Services Corp. to construct Phase 1 of the Beach Park Renovation Project in an amount not to exceed \$1,069,975.

PROJECT HISTORY

The Village's Beach Park is the only waterfront park in the Village. Today, the park has two restroom buildings, showers, pavilion, green space, and paddle board rentals. In 2022, Village staff and Peacock Architects began designing renovations and other improvements for Beach Park with input from residents and Village Council. The Council approved the conceptual redesign of Beach Park on March 14, 2023. The full plans and construction documents were completed in December 2023.

EVALUATION AND RANKING PROCESS

The selected firm was chosen based on their professionalism, responsiveness, and clear understanding of the project in combination with their competitive pricing.

The Village competitively bid on the Beach Park Renovations Phase 1 project in accordance with Florida CCNA. The Invitation to Bid (ITB) was released on December 4, 2023. On January 23, 2024, three (3) bids were received from various firms. Upon review of these submissions, it was clear the firms needed clarification on the scope. Staff conducted individual meetings with each of the firms on January 29, 2024, to clarify the scope and allow them to resubmit their pricing. The revised pricing from each firm was accepted on February 14, 2024.

After reviewing the resubmissions, staff reduced the scope based on the pricing in the bids to better align with available budget. This included removing the restroom building from the scope and modifying the finish treatment for the concrete from stamped to brushed.



VILLAGE OF KEY BISCAINE

Table A. Original and Revised Price Comparison for Three Bid Submittals

No.	Bidder	Submission (January 23 rd)	Submission (February 14 th)	Reduced Scope*
1.	H.A. Contracting Corp.	\$2,804,822	\$1,790,000	\$965,750
2.	Lee Construction Group Inc.	\$1,484,634	\$1,679,680	\$940,237
3.	Persons Services Corp.	\$3,558,992	\$1,742,399	\$942,583

**Excluding overhead, profit, and bonding from each bid to make equal comparison*

After making these adjustments, staff determined that Persons Services Corp. was the most responsive and responsible Bidder because:

- Persons Services Corp. has a better understanding of the Scope of Work for Phase 1 based on their attention to detail in the price sheet and proposal.
- Persons Services Corp. identified components of the scope that were not explicitly included in the price sheet template provided by the Village but would likely be needed, reducing the likelihood of future change orders.
- The Village was able to work with the contractor by reducing the Scope to a cost of \$1,069,075 (\$942,583 + overhead, profit, and bonding of \$127,392)

SCOPE OF WORK – BEACH PARK PHASE 1

The reduced scope of work focuses on the top priority updates for Beach Park. The showers are currently inoperable and replacement parts are no longer manufactured. The pavilion is the heart of the park and one of the most well used spaces. Improving and updating this structure will have a great impact on residents who use the park. Adjusting the location of the ADA ramp to the pavilion floor will improve sight lines to the ocean and access to the beach. See Exhibit A for construction drawings illustrating the scope of work for Phase 1. The main elements of Phase 1 are detailed below.

- **Renovated shower area** including a new shower pad, relocated showers, new benches, new drainage system.
- **Renovate the beach pavilion** including reconstructing the roof, removing the interior room, consolidating columns/adding transfer beams, adding electrical outlets, adding an accessible pathway replacing the ramped boardwalk.



VILLAGE OF KEY BISCAINE

Table B below details the price per scope element in phase 1 as well as a comparison between the original cost estimate and the final contract price.

Table B. Price breakdown for Beach Park Phase 1

Item	Proposed Price May 2024	Cost Estimate May 2023
<u>Renovate Shower Area</u>	\$14,735	\$26,615
<u>Renovate Beach Pavilion</u>	\$585,193	\$538,930
<u>General Requirements</u>	\$470,927	\$141,386*
Total Phase 1	\$1,069,975	\$706,933
Total Available FY24 Budget	\$794,112	\$794,112
Difference	(\$275,863)	+\$87,179

*25% contingency applied to cost estimates.

PROJECT FUNDING

The “Improve Beach Park” capital project line item in the FY24 Capital Improvement Program will fund the construction of the Beach Park Phase 1 renovations. This contract price is contingent on the Village Council approving the concurrent 2nd reading of the budget amendment in the May 2024 Council meeting to sufficiently fund Phase 1 of the “Improve Beach Park” project. Additional funds are needed due to the general requirements exceeding anticipated costs.

PROJECT TIMELINE

Construction is expected to begin in July of 2024 and conclude in about eight months. The final construction schedule will be in the determined post-approval in the contract terms.

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

ORDINANCE NO. 2024-_____

**A CAPITAL PROJECT AUTHORIZING ORDINANCE OF
THE VILLAGE OF KEY BISCAYNE, FLORIDA,
SELECTING PERSONS SERVICES CORP. FOR PHASE 1
OF THE VILLAGE BEACH PARK RENOVATION
PROJECT IN AN AMOUNT NOT TO EXCEED \$1,069,975;
PROVIDING FOR AUTHORIZATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne (“Village”) issued Invitation to Bid No. 2023-023 (the “ITB”) for construction of Phase 1 of the Village Beach Park Renovation Project (the “Capital Project”); and

WHEREAS, three sealed bids were received by the ITB deadline; and

WHEREAS, Persons Services Corp. (the “Contractor”) was the lowest, responsive and responsible bidder for the Capital Project; and

WHEREAS, after review and evaluation of the bids submitted in response to the ITB, the Village Manager recommends that the Contractor be selected for construction of the Capital Project as the lowest responsive and responsible bidder; and

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to select the Contractor for construction of the Capital Project and authorize the Village Manager to negotiate and execute a contract for construction, in substantially the form attached hereto as Exhibit “A” (the “Contract”), with the Contractor in an amount not to exceed \$1,069,975; and

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

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

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

Section 2. **Selection.** The Village Council hereby selects the Contractor for construction of the Capital Project.

Section 3. **Authorization.** The Village Manager is hereby authorized to negotiate and execute the Contract with the Contractor, in substantially the form attached hereto as Exhibit “A,” in an amount not to exceed \$1,069,975, subject to the Village Attorney’s approval as to form, content, and legal sufficiency. Any change order exceeding the purchasing authority of the Village Manager and up to \$500,000 may be approved by Capital Authorizing Resolution of the Village Council.

Section 4. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the _____ day of _____, 2024.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

EXHIBIT A

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2024 (the “Effective Date”) by and between the **VILLAGE OF KEY BISCAIYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **PERSONS SERVICES CORP.**, a Florida for-profit Corporation (the “Contractor”).

WHEREAS, on February 24, 2023, the Village issued Invitation to Bid No. 2023-23 (the “ITB”) for Phase 1 of the Village Beach Park Renovation Project (the “Project”), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, the Project consists of the provision of all labor, materials, equipment, and other related incidentals necessary for construction of the Project, including demolition of two existing restroom buildings; construction of a new one-story restroom building, storage room, splash pad equipment room, and ADA-compliant stairway/ramp; replacement of existing boardwalk pavement and showers; and installation of new seating elements in the new shower area, all as set forth in greater detail in the Scope of Work and the approved plans, drawings, and specifications attached hereto as Composite Exhibit “A”; and

WHEREAS, in response to the Village’s ITB, the Contractor submitted a bid for the Project (“Bid”), which Bid is incorporated herein by reference and made a part hereof as Exhibit “B”; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in the amount of \$1,069,075 in response to the ITB and was selected and awarded this Contract pursuant to Capital Project Authorizing Ordinance No. 2024-____ for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work”) including, without limitation as described in the Scope of Work and approved plans, drawings and/or specifications prepared by The Tamara Peacock Company d/b/a Peacock Architects (the “Project Consultant”) attached hereto as Composite Exhibit “A” (the “Plans”), the ITB and any Bidding Documents or procurement documents for the Project, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

PHASE 1 OF THE VILLAGE BEACH PARK RENOVATIONS PROJECT

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Village. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each

picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

1.5.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor 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. The Contractor shall provide at least fourteen (14) days notice to the Village Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with

faithfulness and diligence and the **Work shall be substantially completed within 150 calendar days from the date specified in the Notice to Proceed (“Contract Time”)**. Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within 180 calendar days from the date specified in the Notice to Proceed (“Final Completion Time”)**. The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Village the sum of \$250.00 for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of \$500.00 for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor’s delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Village shall pay the Contractor an amount not to exceed \$1,069,075 for the performance of the Work in accordance with the line items and unit prices included in Exhibit “B” (the “Contract Price”). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor’s overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor’s submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall

not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Village Manager.

3.3. Payment Application Procedures. Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Village must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Village and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Village;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Village and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Village Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Village;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Village to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Village may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Village's Project Consultant, to protect the Village from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Village, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Village has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Village;

3.6.6. The Village has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Village Rights. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Village. The Contract

Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Village and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Village of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Village.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications attached hereto as Exhibit “A” (the “Plans and Technical Specifications”), the ITB and any Bidding Documents or procurement documents for the Project, the Contractor’s Bid for the Project (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit “B”, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit “A,” the Plans and Technical Specifications;

4.4.4. Fourth Priority: Exhibit “B,” the Bid; and

4.4.5. Fifth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents, consultants, and employees, from and against any

and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. 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.

5.3. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

If Builder's Risk insurance is not required for this Project, the Village shall select this box: ☐.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village

before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the Village shall select this box: ☐.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the “technical data” and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new

and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the “Market Conditions”). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the “Pandemics”) and (2) the current military conflict involving Russia and the Ukraine (the “Ukraine Military Conflict”). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Village shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract

and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Village, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Village building permits. Prior to commencement of the Work, the Contractor shall provide the Village with copies of all required permits. Village building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Village upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Village funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Village secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be

reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Village Code of Ordinances, approved by the Village Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Village shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-

prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Contractor 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. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Village or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations

thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

10.17.3. Upon request from the Village’s custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within

seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Village to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a

hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act (“ARPA”). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If compliance with the ARPA Addendum is required, the Village shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a “Grant”). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the Village shall select this box: ☐.

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the Village shall select this box: ☐.

11.9. DBE Contract Assurance.

11.9.1. The Village affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.9.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Village deems appropriate.

11.10. Scrutinized Companies.

11.10.1. Contractor 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 this Agreement at its sole option if the Contractor or its

subcontractors are found to have submitted a false certification; or if the Contractor, 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.

11.10.2. If this Agreement is for more than one million dollars, the Contractor 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 this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

11.10.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.10.4. 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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

Project Name: _____

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 2024. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 2024 and _____, 2024, ____ / ____ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the Village (____ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

[INSERT NAME OF CONTRACTOR].

By: _____

Name: _____

Title: _____

Date: _____

COMPOSITE EXHIBIT “A”

SCOPE OF WORK

AND

**PLANS, DRAWINGS, AND SPECIFICATIONS
PREPARED BY THE TAMARA PEACOCK COMPANY
D/B/A PEACOCK ARCHITECTS
DATED APRIL 17, 2023**

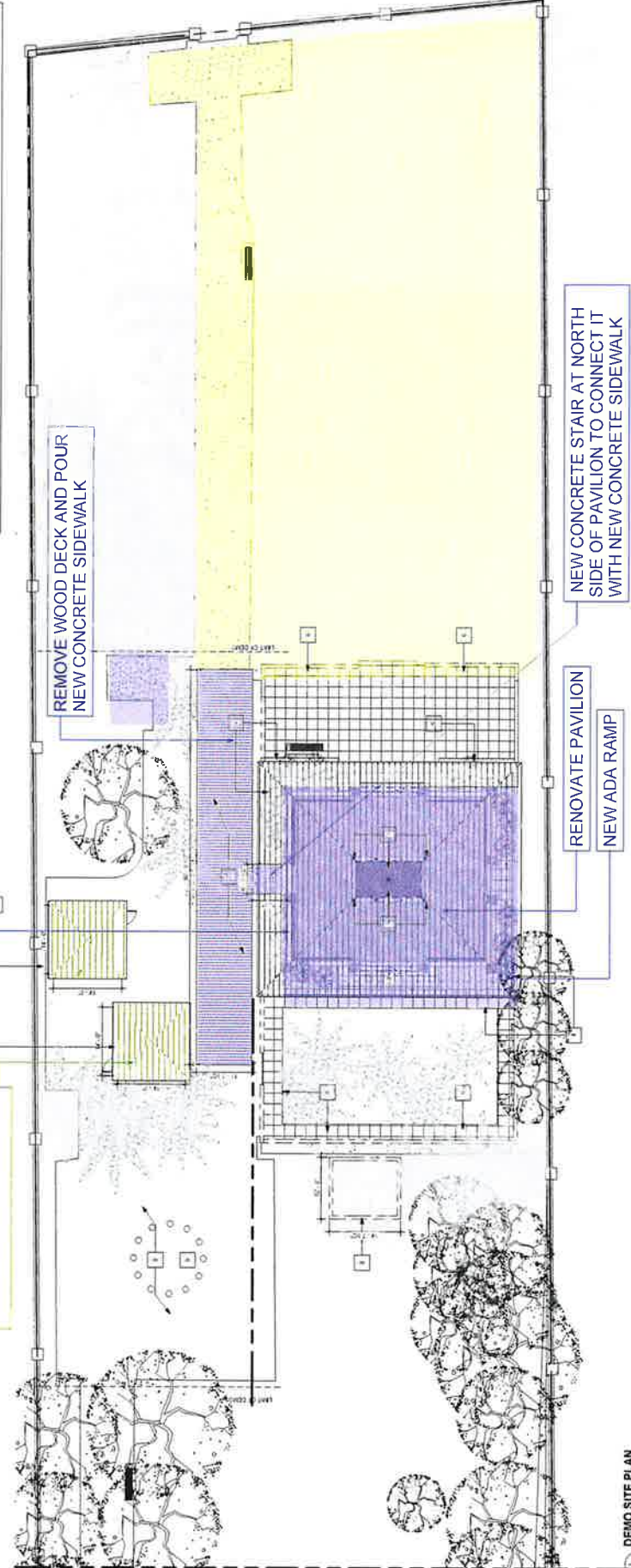
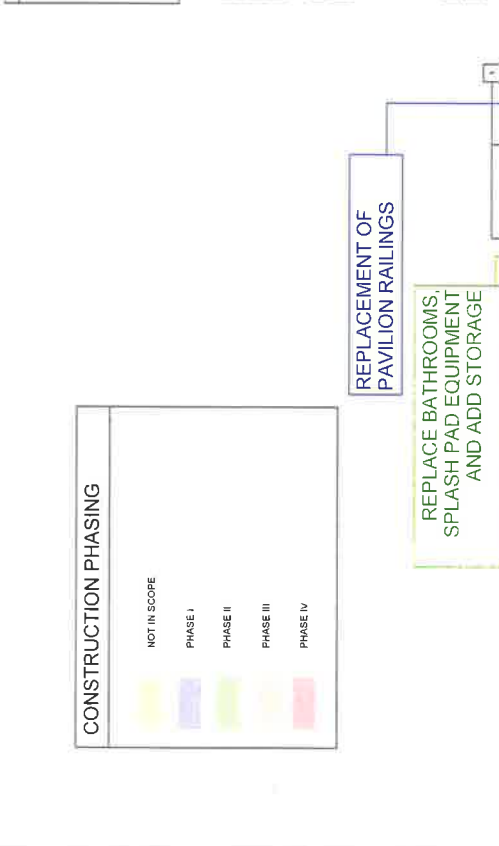
DEMO KEY NOTE

1. DEMOLITION OF EXISTING BATHROOMS, SPLASH PAD, EQUIPMENT, AND ADDITIONAL STORAGE SHALL BE COMPLETED BY THE END OF THE DEMO PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION DEBRIS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION DEBRIS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION DEBRIS FROM THE SITE.

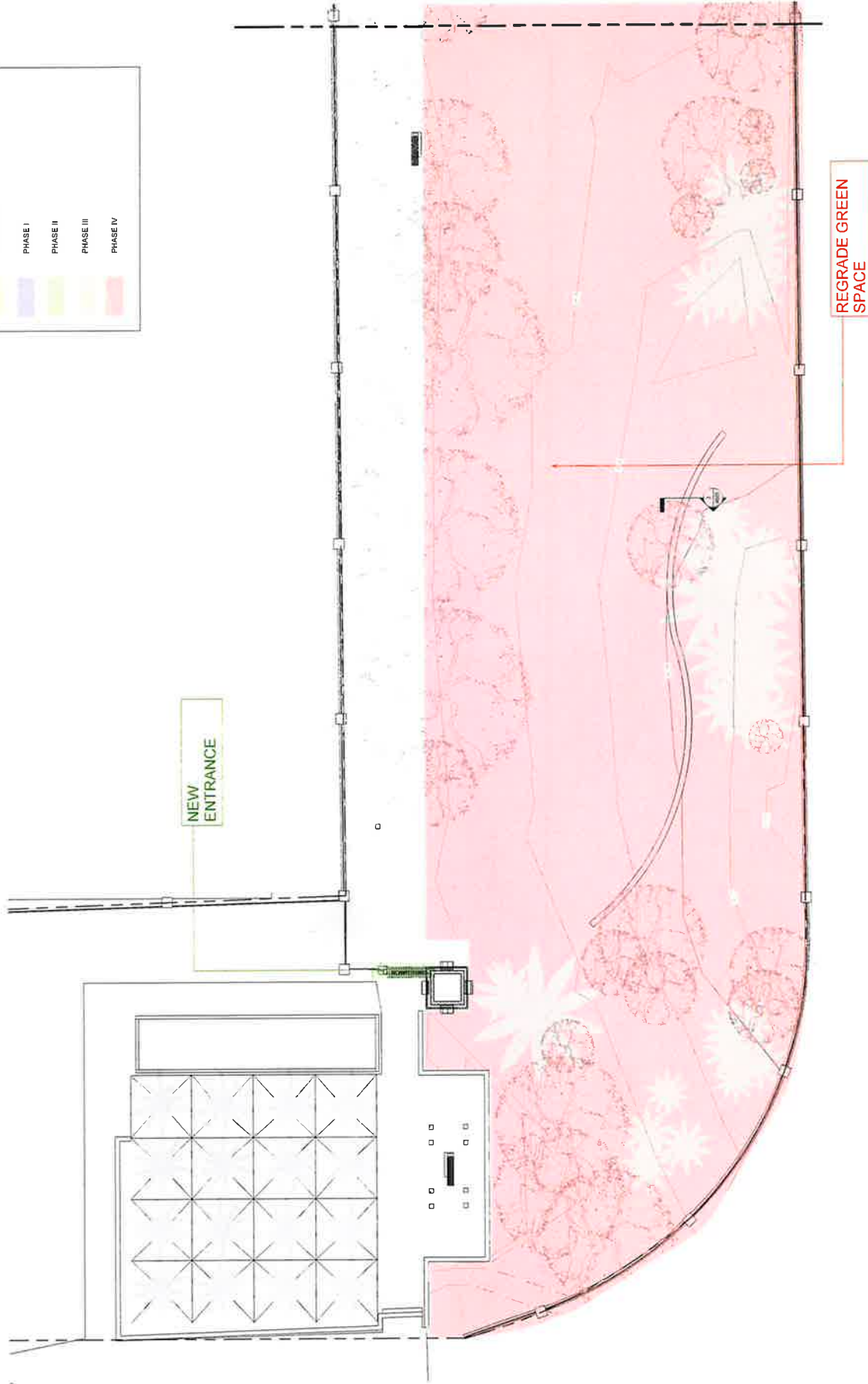
DEMO KEY NOTE

1. DEMOLITION OF EXISTING BATHROOMS, SPLASH PAD, EQUIPMENT, AND ADDITIONAL STORAGE SHALL BE COMPLETED BY THE END OF THE DEMO PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION DEBRIS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION DEBRIS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION DEBRIS FROM THE SITE.

- PHASE 1 - DEMO**
- 1 DEMOLISH BATHROOM STRUCTURES
 - 2 DEMOLISH EXISTING ENTRANCE GATE AND FENCING
 - 3 DEMOLISH EXISTING CLADDING OF PAVILION INTERIOR COLUMNS
 - 4 DEMOLISH EXISTING PAVILION RAILINGS
 - 5 DEMOLISH EXISTING PAVILION METAL ROOFING
 - 6 DEMOLISH EXISTING WALL AS IDENTIFIED ON PLANS
- PHASE 2 - DEMO**
- 7 DEMOLISH EXISTING RAMPED BOARDWALK
 - 8 DEMOLISH EXISTING SPLASHPAD, BOARDS, UNDERGROUND INFRASTRUCTURE, & EQUIPMENT
 - 9 DEMOLISH EXISTING PAVING TO LIMITS AS IDENTIFIED ON PLAN
 - 10 DEMOLISH EXISTING RETAINING WALL



CONSTRUCTION PHASING	
NOT IN SCOPE	
PHASE I	
PHASE II	
PHASE III	
PHASE IV	



CONSTRUCTION PHASING

NOT IN SCOPE
PHASE I
PHASE II
PHASE III
PHASE IV

ADD PICNIC
 TABLES AND
 SEATING

REGRADE AND
 RESOD PALM
 GARDEN

REPLACE BATHROOMS,
 SPLASH PAD EQUIPMENT
 AND ADD STORAGE

REMOVE BOARDWALK AND
 REPLACE WITH PAVERS

REMOVE WOOD DECK AND POUR
 NEW CONCRETE SIDEWALK

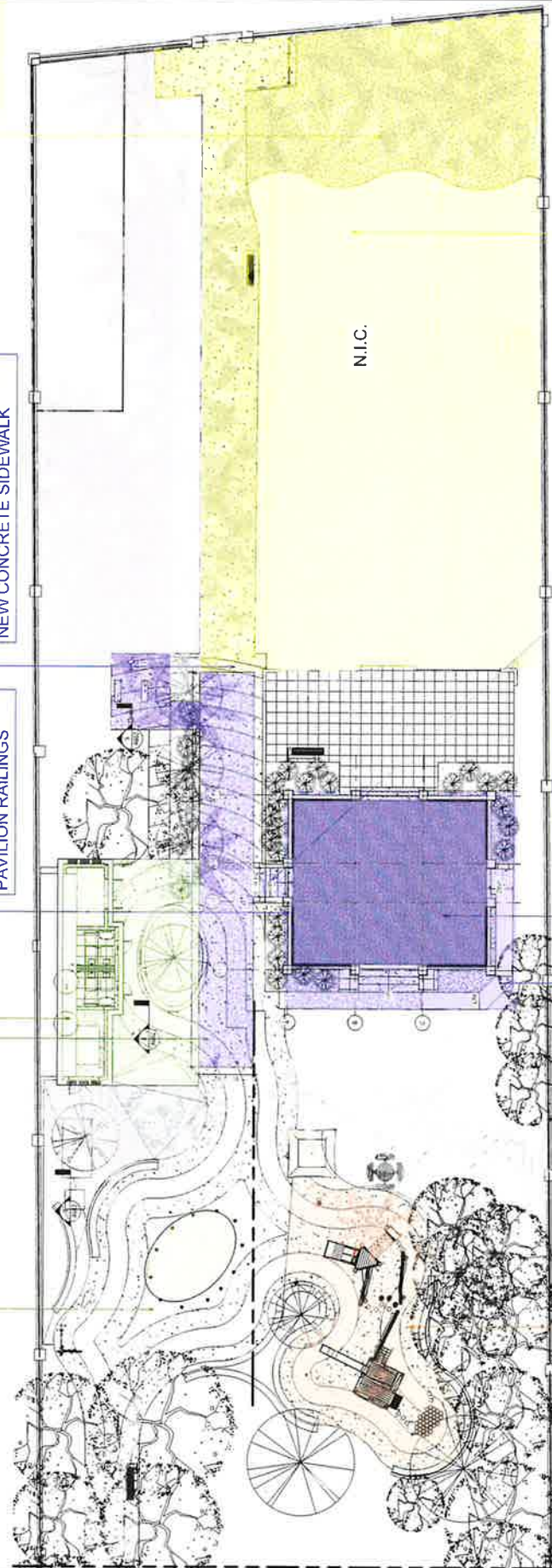
REPLACEMENT OF
 PAVILION RAILINGS

NEW CONCRETE STAIR AT NORTH
 SIDE OF PAVILION TO CONNECT IT
 WITH NEW CONCRETE SIDEWALK

RENOVATE PAVILION
 NEW ADA RAMP

REPLACE
 SPLASHPAD

NEW
 PLAYGROUND



SITE PLAN
 1" = 100'



VILLAGE OF KEY BISCAYNE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Public Utilities within Additional Land Use Categories in the Village Masterplan (1st Reading)

RECOMMENDATION

I recommend that the Village Council approve amending the “Future Land Use Categories” of the Village of Key Biscayne, Florida Master Plan (the “Master Plan”) to allow Public Utilities to be allowed in all land use categories in the Village of Key Biscayne, (the “Village”).

BACKGROUND

The Village has expanded requirements for improved public utilities. In particular, the Village is investing in improving the storm sewer utility and electrical system to decrease flooding and improve durability respectively. Improving public utilities will require additional real-estate. The real-estate required for additional facilities such as pipes, underground wires, ground mounted transformers, pump stations, and associated back-up power facilities will be distributed throughout the Village.

The Master Plan generally allows utilities in most land-use categories, however, it limits the utilities to serving only that land category as opposed to serving the entire Village or adjacent land-use categories. The proposed amendment allows for additional flexibility for utilities serving the public beyond the same land use category. The proposed amendment also allows for public utilities within parks, recreation, and open space land uses.

The type of infrastructure required for currently planned improvements is generally distributed and small scale. Thus, public utilities will be better suited for sharing space as an additional use in multiple other land-use categories. Village Council has already set additional standards for locating stormwater uses. In February of 2024, the Village Council adopted a Zoning text amendment setting conditions for public utility stormwater uses which included screening requirements as well as requiring any above-ground elements being approved by public site-plan review, (Sec. 30-114. – Public Utility Stormwater Uses).



VILLAGE OF KEY BISCAINE

REVIEW CRITERIA

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

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

Analysis 1 Objective 2.5 "Drainage and Sewer System Land Need" of GOAL 2 PROTECT AND ENHANCE THE RESIDENTIAL, COMMERCIAL, RESORT AND NATURAL RESOURCE AREAS OF KEY BISCAINE, of the FUTURE LAND USE section of the Comprehensive Plan supports calls for the Village to:

Ensure the availability of suitable land for drainage and sanitary sewer system facilities needed to support planned infrastructure improvements. See Policies for measurability.

Policy 2.5.1

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions for sewer lift stations, stormwater lift stations and collection/infiltration mechanisms and other utility land requirements.

Expanding the number of land use categories permitting public utilities will aid the Village in fulfilling this Objective.

Finding Consistent

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

Analysis The proposed changes do not impact the scale of buildings.

Finding Consistent

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

Analysis The proposed changes do not alter the zoning districts.

Finding Not applicable

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

Analysis The proposed changes will enhance property values Village-wide by providing access to a means to decrease stormwater flooding.



VILLAGE OF KEY BISCAYNE

Finding	Consistent.
Criteria 5	The proposed change will enhance the quality of life in the Village.
Analysis	Since the proposed changes will improve responses to stormwater flooding, the change will enhance the quality of life in the Village.
Finding	Consistent
Criteria 6	There are substantial and compelling reasons why the proposed change is in the best interests of the Village.
Analysis	Expanded ability to locate public utilities is directly tied to the future health, safety, and welfare of the Village residents. In order for the Village to remain viable, harm from flooding from stormwaters must be reduced. Threats from flooding have been consistent throughout the last 80 years of development on the island with increasing levels of intervention in the form of introduced stormwater drains in the 1990's and the switch from septic tanks to pumped sanitary sewer systems which is ongoing. The expanded infrastructure has expanded needs for space as well and the right-of-way cannot accommodate all needs.

CONCLUSION

Based on the findings and relevant background information, I recommend that the Village Council approve the zoning text amendment.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN REGARDING PUBLIC UTILITY USES WITHIN ALL FUTURE LAND USE MAP CATEGORIES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") has adopted the Village of Key Biscayne Master Plan (the "Comprehensive Plan"); and

WHEREAS, the Village Council finds it periodically necessary to amend the Comprehensive Plan in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, public notice was provided as required by applicable law; and

WHEREAS, the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed the proposed amendments to the Comprehensive Plan and recommends approval of this Ordinance; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest of the Village's 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. **Comprehensive Plan Amendments Adopted.** The Village Council hereby adopts the amendments to the Comprehensive Plan attached hereto as Exhibit "A."

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

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 5. Transmittal. The Village Manager is hereby authorized to transmit the amendments adopted by this Ordinance to the Florida Department of Commerce (“DOC”) and any other required reviewing agencies for review in accordance with Section 163.3184, Florida Statutes.

Section 6. Effective Date. This Ordinance shall be effective immediately upon passage by the Village Council on second reading, except that the effective date of the amendments adopted by this Ordinance shall go into effect 31 days after DOC notifies the Village that the plan amendment package is complete. If timely challenged, the amendments adopted by this Ordinance shall not become effective until DOC enters a final order determining the adopted amendments to be in compliance.

PASSED on first reading on the _____ day of _____, 2024.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

EXHIBIT A

KEY BISCAVNE MASTER PLAN

* * *

Part II

* * *

FUTURE LAND USE

* * *

FUTURE LAND USE CATEGORY DESCRIPTIONS

This section is a component of Future Land Use Policy 1.1.1 and is adopted as such by reference. Its purpose is twofold. First, this section explains the types of land uses that are to be permitted by the land development code which implements the Future Land Use Map. The land development code will contain more detail about permitted land uses than does this section. Land development code use regulations which are not specifically addressed in this section and which are not obviously incompatible with this section and other relevant policies may be deemed to be consistent with the overall comprehensive plan.

Low Density Single Family Residential

This category of land use is intended to allow for the use of single family detached homes on lots of at least 15,000 square feet of net area. Other uses allowed on land within this category include public parks, primary and secondary schools, houses of worship and public utility facilities ~~necessary to serve the homes within this category~~. The 15,000 square foot lot size limitation shall not preclude the continued use, development or redevelopment of a home on a smaller lot where such lot or parcel was platted or otherwise of record prior to the adoption of this Plan.

Medium Density Single Family Residential

This category of land use is intended to allow for the use of single family detached homes on lots of at least 7,500 square feet of net area. Other uses allowed on land within this category include public parks, primary and secondary schools, houses of worship and public utility facilities ~~necessary to serve the uses within this category~~. The 7,500 square foot lot size limitation shall not preclude the continued use, development or redevelopment of a home on a smaller lot where such lot or parcel was platted or otherwise of record prior to the adoption of this Plan.

Two Family Residential

This category of land use is intended to allow for the use of one single family detached home or two single family attached dwelling units on lots of at least 7,500 square feet of net area. Other uses allowed on land within this category include public parks, primary and secondary schools, houses of worship and public utility facilities ~~necessary to serve the uses within this category~~. The 7,500 square foot lot size limitation shall not preclude the continued use, development or redevelopment of a single family detached home or two single family attached dwelling units on

a smaller lot where such lot or parcel was platted or otherwise of record prior to adoption of this Plan.

Low Density Multifamily Residential

This category of land use is intended to allow for multifamily and single family attached residential development up to 10 dwelling units per acre. Neither public nor private rights-of-way shall be counted for the purpose of determining the permitted number of units. Accessory recreation facilities such as swimming pools and tennis courts may be permitted in residential developments provided they are for the exclusive use of the residents of the development in which they are located, and their guests, and are not open on a membership or fee basis to nonresidents. Other uses allowed on land within this category include public parks, primary and secondary schools, houses of worship, public utility facilities ~~necessary to serve the uses within this category~~ and adult congregate living facilities (ACLF's) without assisted care provided such ACLF facilities do not exceed 25 occupants per acre. Single family detached residential units may be allowed at a density of one dwelling unit per 7,500 square feet of site area allocated to single family use. The application of the density limitations contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original density or intensity of the repaired or reconstructed building. This paragraph applies to densities and intensities, not uses.

Medium Density Multifamily Residential

This category of land use is intended to allow for multifamily and single family attached residential development up to 16 dwelling units per acre. Neither public nor private rights-of-way shall be counted for the purpose of determining the permitted number of units. Accessory recreation facilities such as swimming pools and tennis courts may be permitted provided they are for the exclusive use of the residents of the development in which they are located, and their guests, and are not open on a membership or fee basis to nonresidents. Other uses allowed on land within this category include public parks, primary and secondary schools, houses of worship, public utility facilities ~~necessary to serve the uses within this category~~ and adult congregate living facilities (ACLF's) without assisted care provided such ACLF facilities do not exceed 25 occupants per acre.

The application of the density limitations contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original density or intensity of the repaired or reconstructed building. This paragraph applies to densities and intensities, not uses.

High Density Multifamily Residential

This category of land use is intended to allow for multifamily residential development up to 30 dwelling units per acre. Neither public nor private rights-of-way shall be counted for the purpose of determining the permitted number of units. Accessory recreation facilities such as swimming pools and tennis courts may be permitted in residential developments provided they are for the exclusive use of the residents of the development in which they are located, and their guests, and are not open on a membership or fee basis to nonresidents. Other uses allowed on land within this category include public parks, primary and secondary schools, houses of worship and public utility facilities ~~necessary to serve the uses within this category~~.

The application of the density limitations contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original density or intensity of the repaired or reconstructed building. This paragraph applies to densities and intensities, not uses.

Office

This category of land use is intended to allow for business and professional office use. Buildings within this category shall be limited to up to 35 feet in height and 40 percent maximum lot coverage. Other uses allowed on land within this category include public utility facilities.

The application of the height and lot coverage limitations contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original intensity of the repaired or reconstructed building. This paragraph applies to intensities, not uses.

Commercial

This category of land use is intended to allow for general commercial and business uses and activities serving the daily retailing and service needs of the community. Other uses permitted on land within this category include business and professional office uses, public parks, municipal buildings and facilities and public utility facilities ~~necessary to serve the uses within this category.~~ Buildings within this category shall be limited to 35 feet in height and 35 percent lot coverage.

The application of the height and lot coverage limitations contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original intensity of the repaired or reconstructed building. This paragraph applies to intensities, not uses.

Public and Institutional

This category of land use is intended to allow for the development of governmental facilities and uses and public and private institutional uses, including, but not limited to, houses of worship, schools and health care facilities where compatible with the surrounding area. Public parks and public utility facilities ~~necessary to serve the uses within this category~~ are also permitted on land within this category. Buildings within this category shall be limited to 35 feet in height and 35 percent lot coverage.

The application of the height and lot coverage limitation contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original intensity of the repaired or reconstructed building. This paragraph applies to intensities, not uses.

Public Recreation and Open Space

This category of land use is intended to allow for public non-commercial recreational uses, including passive and active parks, playgrounds and ancillary and secondary uses supportive of such activities. Other uses allowed on land within this category include public utility facilities. Buildings within this category shall be limited to 20 feet in height and 15 percent lot coverage.

The application of the height and lot coverage limitations contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original intensity of the repaired or reconstructed building. This paragraph applies to intensities, not uses.

Medium Density Multifamily and Ocean Resort Hotel

This category of land use is intended to allow primarily for multifamily residential development and ocean resort hotel development. Either multifamily residential alone or ocean resort hotel development alone may occur on a single parcel or multifamily residential and ocean resort hotel development may occur together on a single parcel.

If only multifamily residential development occurs on a single parcel, then it shall be subject to the same use and density limitations applicable to the medium density residential development (16 dwelling units per acre) land use category.

If only ocean resort hotel development occurs on a single parcel, then it may be permitted at a density not to exceed 30 hotel units per acre; furthermore, no hotel shall contain more than 350 hotel units.

If both multifamily residential development and ocean resort hotel development occur together on a single parcel, then no lot area which is counted toward meeting the lot area required for multifamily residential uses on a lot shall also be counted toward meeting the lot area required for hotel uses on the same lot. If both multifamily residential development and ocean resort hotel development occur together on a single parcel, then the ancillary facilities permitted for each type of development may be shared or otherwise coordinated.

For the purposes of the Medium Density Multifamily and Ocean Resort Hotel land use category, the term "hotel units" may include individual hotel rooms as well as groups of rooms in suites, provided said suites are designed exclusively to be rented as a unit rather than rented separately as individual rooms. Accessory convenience retail uses sized to serve only the needs of hotel guests may be permitted within hotels. Accessory restaurants, bars and lounges necessary to serve hotel guests may be permitted within hotels, provided they are sized so that they can be supported primarily by hotel guests and island residents. Ancillary recreation facilities such as swimming pools, cabanas and tennis courts may be permitted within hotel sites provided they are sized so that they can be supported primarily by hotel guests and island residents. Gaming facilities are not permitted.

Other uses permitted in the Medium Density Multifamily and Ocean Resort Hotel category include public parks and public utility facilities ~~necessary to serve the uses within this category.~~

No buildings in this category shall exceed 150 feet in height.

Waterfront Recreation and Open Space

This category of land use is intended to allow for limited water dependent recreational uses including beaches and marinas together with facilities directly supportive of such uses including clubhouses and dock master buildings sized and scaled to meeting only the needs of the members.

Buildings within this category shall be limited to 35 feet in height and 15 percent lot coverage. Other uses allowed on land within this category include public utility facilities.

The application of the height and lot coverage limitations contained in this paragraph shall not preclude the repair or reconstruction of any building or portion thereof which is damaged by any natural disaster or other casualty. Such repair or reconstruction shall not exceed the original intensity of the repaired or reconstructed building. This paragraph applies to intensities, not uses.

Proposed Pedestrian-Bicycle Way

The location and the width of the proposed pedestrian-bicycle ways shown on this future land use map are conceptual approximations not precise alignments. Considerable deviation from the alignments shown could fulfill the intent of this plan so long as: 1) provision is made for pedestrians and bicyclists to go from East Drive to Seaview and vis-a-versa along an alignment that is reasonably near the east end of these streets rather than along Crandon Boulevard; and 2) provision is made for pedestrians and bicyclists to go from Harbor Drive to Crandon Park along an alignment west of the commercial area at the northwest corner of Crandon Boulevard and Harbor Drive.

* * *



VILLAGE OF KEY BISCAINE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Zoning and Land Development Code Creation of Section 30-101 related to Mixed-Use Commercial Space (1st Reading)

RECOMMENDATION

I recommend that the Village Council approve modifying sections 30-101 "Commercial Districts," to create a minimum percentage of space required to be utilized as the prescribed use in the zoning ordinances when a property is developed as a mixed-use building.

BACKGROUND

Florida Statute 166.04151 Affordable Housing, (commonly referred to as the "Live Local Act") includes section (7)(f) recognizing the importance of commercial space:

"(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential."

This provision of the Florida Statute requires that in cases such as the Village of Key Biscayne where there is very little land area dedicated to commercial space, projects cannot be solely residential and must be mixed-use and include commercial space. In section (7)(a), the statute requires that mixed-use buildings must have a minimum of 65% of space dedicated to residential purposes. The state statute does not create a minimum standard for how much of the remaining 35% of a mixed-use project must be commercial space.

In summary, the state statute recognizes the importance of commercial space without creating a minimum requirement for the amount of space in a new development which must be commercial. Thus, the proposed ordinance specifies that 35% of the space in a mixed-use development includes uses specified in our zoning ordinance for the commercial district. The commercial district zoning includes Offices and Retail uses as main permitted uses, service stations as conditional use, and any use that is customarily associated with the main uses as accessory uses.



VILLAGE OF KEY BISCAINE

REVIEW CRITERIA

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

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

Analysis 1 The Comprehensive Plan calls for limitations in commercial development to Crandon Boulevard and the northern portion of Harbor Drive.¹ Commercial space is limited with the understanding that the existing commercial space is the minimum required to support Village activities and minimize need for traveling off-island for basic commercial needs for residents.

Finding Consistent

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

Analysis The proposed changes do not impact the scale of buildings.

Finding Consistent

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

Analysis The proposed changes do not alter the zoning districts.

Finding Not applicable

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

Analysis The proposed changes will ensure that there is sufficient commercial space within the Village which will minimize the need for residents to leave the island for most activities which improves quality of life and enhances property values.

Finding Consistent.

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

¹ Objective 1.2 Land Use Plan Implications 9J-5.007 (3) (b) 2, Goal 1 To provide a transportation system that meets the circulation needs of Key Biscayne in a safe and efficient manner but does not adversely impact the quality of life of the residents. Of the Traffic Circulation element of the Village of Key Biscayne Masterplan.



VILLAGE OF KEY BISCAYNE

Analysis The proposed changes will ensure that there is sufficient commercial space within the Village which will minimize the need for residents to leave the island for most activities, which improves overall quality of life.

Finding Consistent

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

Analysis As recognized in the Florida Statute, preservation of commercial space is important when it is a limited amount of the overall space within a community. This importance is exacerbated when the community is relatively isolated as is the case in Key Biscayne. Thus, the proposed change is in the best interest of the Village.

Finding Consistent

CONCLUSION

Based on the findings and relevant background information, I recommend that the Village Council approve the zoning text amendment.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, “ZONING AND LAND DEVELOPMENT REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-101, “COMMERCIAL DISTRICTS,” TO CREATE MINIMUM SQUARE FOOTAGE STANDARDS FOR MIXED-USE DEVELOPMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Key Biscayne (the “Village”) has adopted regulations regulating commercial and office districts within the Village under Article VIII of Chapter 30 of the Village Code of Ordinances (the “Code”); and

WHEREAS, the Village Council finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the Village Council desires to amend Section 30-101, "Commercial Districts," to create minimum percentages for the district purpose; and

WHEREAS, the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest of the Village’s 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. **Amending Sections 30-42 of the Village Code.** That Section 30-43, “Housing Standards,” of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE V. – SCHEDULE OF DISTRICT, USE, AND SETBACK REGULATIONS

* * *

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.

Sec. 30-101. - Commercial Districts.

C-1 Low Intensity Commercial District.

(a)

Purpose and Uses.

District Purpose	Main Permitted Uses*	Conditional Uses	Accessory Uses	Prohibited Uses
This district permits the Development of land in a low intensity manner and Uses that provide for the sale of goods and products that are needed throughout the entire Village. The permitted uses provide goods and services that primarily serve the residents of the Village. <u>If developed as mixed-use, 35% of the Floor Area must be dedicated to Uses listed in this section.</u>	Bar Commercial Uses 1. Offices: No individual or multiple business entity(ies) that are affiliated can occupy more than 10,000 sq. ft. Medical offices shall not exceed 10,000 sq. ft. 2. Retail uses: No individual or multiple business entity(s) shall occupy more than 10,000 sq. ft.*. except for stores whose principal product is food for consumption off the premises.	Service Station where the primary use on the site; Package Store	Any Use that is customarily associated with the Main Permitted Uses (See Sec. 30-111)	Any Use not listed as a Main Permitted Use, Conditional Use, or Accessory Use. (See Sec. 30-113) Medical marijuana dispensary. In accordance with F.S. § 381.986 the dispensing of marijuana in any form, by any person or business, is prohibited.
	Antique furniture that is at least 50 years old and the resale of jewelry, art, and furs.*			

District Purpose	Main Permitted Uses*	Conditional Uses	Accessory Uses	Prohibited Uses
	Personal Service Uses Restaurant (except on parcels that immediately abut a single Family district)			

* If a Use is located immediately adjacent to a single Family district, then such Use shall be closed after 6:00 p.m. Monday through Saturday. On Sunday, the hours of business are limited to 9:00 a.m. through 1:00 p.m. These restrictions do not apply from Thanksgiving through December 31 where the hours of operation shall be the same as the majority of businesses in the Village.

* * *

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 _____, 2024.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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



VILLAGE OF KEY BISCAINE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Zoning and Land Development Code Creation of Section 30-44
Related to Housing Standards (1st Reading)

RECOMMENDATION

I recommend that the Village Council approve creating section 30-44 "Housing Standards," to set minimum housing requirements, particularly regarding the disposition of affordable units.

BACKGROUND

On May 14th of 2024, the Village Council adopted a resolution declaring "zoning in progress" to state that the Village intended to update zoning regulations. Proposed updates included defining affordable housing and modifying general provisions of the zoning regulations to ensure high quality housing would be constructed in all zoning districts.

Code requirements for minimum housing standards are typical of municipalities which have incentives to encourage affordable housing. For instance, the City of Miami included minimum unit sizes as part of 2017 legislation which provided density bonuses to private developers in exchange for providing affordable housing. In 2023, the State of Florida created significant incentives for private developers to create affordable housing in all municipalities, including the Village of Key Biscayne. Thus, it is reasonable for the Village to create local minimum housing standards.

REVIEW CRITERIA

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

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

Analysis 1 The Comprehensive Plan supports calls for the Village to:

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



VILLAGE OF KEY BISCAINE

- Objective 1.1 New Construction of Goal 1: TO ASSURE THE AVAILABILITY OF A SOUND AND DIVERSIFIED HOUSING STOCK IN KEY BISCAINE.

Additionally, objectives 1.3 and 1.7 call for vigorous enforcement of existing codes to ensure high quality housing. Policies state that no housing should become substandard.

Finding	Consistent
Criteria 2	The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site.
Analysis	The proposed changes do not impact the scale of buildings.
Finding	Consistent
Criteria 3	The resulting boundaries of a zoning district are logically drawn.
Analysis	The proposed changes do not alter the zoning districts.
Finding	Not applicable
Criteria 4	The proposed changes will enhance property values in the Village.
Analysis	The proposed changes will potentially enhance property values for those properties redeveloped with inclusion of Affordable units and will ensure market viability of those units when the requirement for affordability expires in 30 years.
Finding	Consistent.
Criteria 5	The proposed change will enhance the quality of life in the Village.
Analysis	The proposed changes will ensure that housing standards are adequate for all new construction which will enhance the quality of life in the Village.
Finding	Consistent
Criteria 6	There are substantial and compelling reasons why the proposed change is in the best interests of the Village.



VILLAGE OF KEY BISCAYNE

Analysis

Three local conditions make implementation of Live Local Act projects difficult. The high cost of land in the Village makes development of affordable units difficult, particularly in conjunction with the high parking requirement which would use much of the developable area, and the parks concurrency requirement of having 2.5 acres of parks space per 1,000 people. Since the Village currently has a deficiency of parks space, any new residents would need to provide either land or pay into a fund to better achieve the Level of Service requirement. In either case, parks concurrency requirements add considerable cost to any residential development in Key Biscayne.

Local cost challenges might encourage a developer to create very low-quality affordable units segregated from high-density luxury units to take advantage of the State mandated incentives. Such low-quality housing stock could lead to a low quality of life and could become a long-term liability and run counter to the policies of the Village Masterplan. The proposed ordinance ensures that new developments will be of high quality.

Finding

Consistent

CONCLUSION

Based on the Findings and relevant background information, I recommend that the Village Council approve the zoning text amendment.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, “ZONING AND LAND DEVELOPMENT REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 30-44, "HOUSING STANDARDS," TO ESTABLISH MINIMUM HOUSING STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Key Biscayne (the “Village”) has adopted regulations regulating zoning districts within the Village under Chapter 30 of the Village Code of Ordinances (the “Code”); and

WHEREAS, the Village Council finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the Village Council desires to amend the Code to establish minimum housing standards for apartment buildings, including minimum unit size requirements for apartment buildings and requirements for affordable dwelling units; and

WHEREAS, the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest of the Village’s 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 30-44 of the Village Code.** That the Code of Key Biscayne, Florida, is hereby amended by adding a section to be numbered 30-44, which section reads as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE III. – GENERAL PROVISIONS

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.

* * *

Sec. 30-44. – Housing Standards.

- (a) Minimum Unit size requirements. The following minimum unit size requirements shall apply for all Apartment Buildings:

<u>Minimum unit size (Apartment Building Dwelling Units)</u>	
<u>Studio</u>	<u>550</u>
<u>1 Bedroom</u>	<u>750</u>
<u>2 Bedroom</u>	<u>900</u>
<u>3+ Bedroom</u>	<u>1,000</u>

- (b) Affordable Dwelling Unit Requirements.

- (1) The term “affordable” as used in this section shall have the meaning prescribed in Chapter 420, Florida Statutes, as may be amended from time to time.
- (2) Location requirements. All affordable Dwelling Units and market rate Dwelling Units shall be located within the same Apartment Building.
- (3) Common areas and amenities. All common areas and amenities shall be accessible and available to all residents (both affordable and market rate Dwelling Units).
- (4) Dwelling Unit Access. Access to the required affordable Dwelling Units shall be provided through the same principal entrance(s) utilized by all other Dwelling Units in the Apartment Building.
- (5) Equivalent Dwelling Unit mix. The sizes and number of bedrooms in the affordable Dwelling Units shall be proportional to the square footage and number of bedrooms in the market rate Dwelling Units (e.g., for number of bedrooms, if 25% of the market rate Dwelling Units consist of two bedrooms, then 25% of the affordable Dwelling Units shall also have two bedrooms).

* * *

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 _____, 2024.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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



VILLAGE OF KEY BISCAINE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 11, 2024
TO: Honorable Mayor & Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Recommendation to Award for RFP No. 2024-01 – Under 5 Playground Construction Contract

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate an agreement with Playcore Wisconsin Inc. DBA: GameTime (Dominica Recreation Products) the top highest ranked proposals, for the Under-5 Playground Construction Contract in the amount not to exceed \$174,771.34.

BACKGROUND

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services.

The Village issued an RFP on January 10, 2024. The RFP was posted to the Village's website and Notice Board, DemandStar and Miami Herald. A non-mandatory pre-conference meeting was held for interested vendors where a bid summary was given.

The RFP allows potential vendors to submit their best proposal based on the scope of services for goods or services where pricing is not the primary factor. It allows the Village the opportunity to negotiate the best and final offer.

SCOPE OF WORK

The Village intends to select a qualified and experienced firm to demolish and remove the existing playground and to design and install a new playground at Village Green Park. The playground shall be creative in design, incorporate engaging equipment, meet current industry safety standards, serve children 5 and under, and effectively use the existing footprint of the space. The contractor shall provide all necessary labor, supervision, supplies, tools, permitting, materials, equipment, and all necessary incidentals to provide the required service as identified in the RFP. Service shall be in full accordance with the specifications, terms and conditions contained in the Request for Proposal (RFP).

To qualify for award, prospective Proposers were required to:

- A. Have a minimum of 5 years' experience.
- B. Have experience working with design-built playgrounds.
- C. Could provide professional engineering, design construction and installation services.
- D. Provide qualified staff and management team to manage and execute the project.
- E. Be a licensed, permitted, certifications and insured vendor/business in the State of Florida.



VILLAGE OF KEY BISCAINE

EVALUATION AND RANKING PROCESS

On March 05, 2024, four (4) proposals were received from the following firms:

No.	Proposer	Years Experience	Average Hourly Rate
1.	Advanced Recreational Concepts LLC. (Play Space Services Inc.)	28	\$175,000.00
2.	Playcore Wisconsin Inc., DBA GameTime (Dominica Recreation Products)	95	\$174,771.34
3.	Playmore West Inc.	24	\$179,783.16
4.	Sky Living Co. Inc.	6	\$237,771.41

The Evaluation Committee comprised of the following individuals:

1. Cairo Cangas, Director of Public Works
2. Colleen Blank, CIP and Grants Manager
3. Todd Hofferberth, Parks, Recreation and Open Space Director
4. Elizabeth Cardona, Resident
5. Maria Perera, Resident

Procurement performed a due diligence review of the proposals and found all four responsive, with no material defects in their proposals, nor in the Proposers' qualifications. Each Proposer is appropriately licensed and qualified to do the work, provide the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Proposers were incapable of performing the services.

The Evaluation Committee was provided with the proposals and on April 18, 2024, conducted its first meeting to discuss, review, hear presentations, score, and/or rank the proposals. Upon reviewing and discussing the Proposals the members then proceeded to score using the following criteria:

- a. Proposer's Design-Build Experience – 25 pts.
- b. Proposer's Reputation and Track Record – 35 pts.
- c. Organizational Approach and Project Team Qualifications – 25 pts.
- d. Project Approach and Design Documentation – 15 pts.

Committee Member	Advanced Recreational Concepts LLC. (Play Space Services Inc.)	Playcore Wisconsin Inc., DBA GameTime (Dominica Recreation Products)	Playmore West Inc.	Sky Living Co. Inc.
	TOTAL POINTS (TP)			
	Points	Points	Points	Points
Cairo Cangas	75	100	55	75
Colleen Blank	75	100	60	90
Todd Hofferberth	65	90	75	65
Elizabeth Cardona	75	100	72	79
Maria Perera	93	100	87	99



VILLAGE OF KEY BISCAINE

PRICE (P)	\$175,000.00		\$174,771.34		\$179,783.16		\$237,771.41	
	Price/Total Points	Ranking	Price/Total Points	Ranking	Price/Total Points	Ranking	Price/Total Points	Ranking
Cairo Cangas	2,333.33	2	1,747.71	1	3,268.78	4	3,169.49	3
Colleen Blank	2,333.33	2	1,747.71	1	2,996.39	4	2,641.24	3
Todd Hofferberth	2,692.31	3	1,941.90	1	2,397.11	2	3,657.10	4
Elizabeth Cardona	2,333.33	2	1,747.71	1	2,496.99	3	3,009.01	4
Maria Perera	1,881.72	2	1,747.71	1	2,066.47	3	2,670.91	4
Total Short List	11		5		16		18	
SHORT-LIST RANKING	2		1		3		4	
	Advanced Recreational Concepts LLC. (Play Space Services Inc.)		Playcore Wisconsin Inc., DBA GameTime (Dominica Recreation Products)		Playmore West Inc.		Sky Living Co. Inc.	

Once the technical scores were finalized, the pricing scores for each vendor were added and a ranking was established with the top three (3) Proposals as follows:

1. Playcore Wisconsin Inc., DBA GameTime (Dominica Recreation Products),
2. Advanced Recreational Concepts LLC. (Play Space Services Inc.),
3. Playmore West Inc.

Value Analysis:

On December 12, 2023, the Village Council adopted resolution 2023-78 accepting a Florida Development Assistance Program (FRDAP) matching grant of \$112,500 for the replacement of this playground equipment.

The majority of the equipment being replaced was purchased and installed in 2006. The playground structures have deteriorated to the point that they warrant replacement. The vendor will remove the existing playground equipment and fence off the site in a manner that the splash pad will remain accessible for the duration of the project. The vendor estimates a construction duration of three and a half months.

The new playground proposed by the recommended vendor will provide park users with a significantly improved playground system and equipment including sensory elements and a shaded swing set.

RECOMMENDATION

Therefore, it is recommended that the Village Council authorize the Village Manager to execute a contract, substantially in the form attached as Exhibit A, with the top ranked Proposer Playcore Wisconsin Inc., DBA: GameTime.

In the event an agreement cannot be reached with any of the top ranked Proposer, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with the next highest-ranked Proposers until an agreement can be reached.

RESOLUTION NO. 2024-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING PLAYCORE WISCONSIN, INC. (D/B/A GAMETIME) FOR THE UNDER 5 PLAYGROUND PROJECT AT THE VILLAGE GREEN PARK IN AN AMOUNT NOT TO EXCEED \$174,771.34; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 10, 2024, the Village of Key Biscayne ("Village") issued Request for Proposal No. 2024-01 (the "RFP") for the construction of an under-5 playground at the Village Green Park (the "Project"); and

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

WHEREAS, after review and evaluation of the proposals, the Evaluation Committee appointed by the Village Manager ranked Playcore Wisconsin Inc. (d/b/a Gametime) (the "Contractor") as the highest ranked firm; and

WHEREAS, the Village Council desires to select the Contractor to perform the Project and authorize the Village Manager to negotiate and execute an agreement with the Contractor consistent with the Contractor's proposal attached hereto as Exhibit "A" in an amount not to exceed \$174,771.34; 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 Contractor for the Project.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate an agreement with the Contractor, consistent with the Contractor's proposal attached hereto as Exhibit "A" in an amount not to exceed \$174,771.34, 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 _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Proposal for

Village of Key Biscayne

Prepared by



03/05/2024

RFP: # 2024-01

Design Build Replacement Playground



800.235.2440 | gametime.com

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SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

FORM 1 RESPONSE CHECKLIST

- ☒ Form 1: Response Checklist
- ☒ Form 2: Addendum Acknowledgment
- ☒ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
 - Form 3A: Certificate of Authority (for Corporations or Partnerships)
 - Form 3B: Certificate of Authority (for Individuals)
- ☒ Form 4: Proposer's Statement of Organization
- ☒ Form 5: References
- ☒ Form 6: Affidavits
 - Form 6A: Single Execution Affidavits
 - Form 6B: Independence Affidavit
 - Form 6C: Non-Collusion Affidavit
- ☒ Form 7: Drug Free Workplace
- ☒ Form 8: Certification to Accuracy of Proposal
- ☒ Form 9: Scrutinized Companies
- ☒ Form 10: Public Entity Crimes
- ☒ Form 11: Dispute Disclosure
- ☒ Form 12: List of Proposed Subcontractors
- ☐ Form 13: Form of Performance Bond
- ☐ Form 14: Form of Payment Bond
- ☒ Form 16: Insurance and License Certificates

ATTACHMENTS

- ☐ A: Sample Contract

EXHIBITS

- ☒ A: Scope of Services
- ☒ B: Fee Schedule/Price Proposal
- ☒ C: Certificate of Insurance
- ☒ D: Proposed Design Options

ATTACHMENTS

- ☒ B: Pictures/Playground Equipment Area

FORM 2
ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DESIGN-BUILD REPLACEMENT PLAYGROUND
Solicitation No.:
RFP # 2024-01

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u> ,	Dated <u>2/15/2024</u>
Addendum No. <u>2</u> ,	Dated <u>2/21/2024</u>
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: Playcore Wisconsin, Inc. dba Gametime

Authorized Representative's Name: Rob Dominica

Title: President/drp

Email: robd@gametime.com

Address: 150 Playcore Drive SE Ft Payne, AL 35968

Phone Number: 407-331-0101

Authorized Signature: 

FORM 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
Playcore Wisconsin, Inc. dba Gametime
2. Principal Business Address, Phone and Email Address:
150 Playcore Drive SE
Ft Payne, AL 35968
3. Principal Contact Person(s):
Rob Dominica
4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
Corporation
 - A. If a corporation, in what state incorporated: Florida
 - B. Date Incorporated: 05/21/2007
 - C. Federal ID Number (EIN) 39-1720480
 - D. If a joint Venture or Partnership, date of Agreement: _____
 - E. Name and address of all partners (state whether general or limited partnership): _____
 - F. If other than a corporation or partnership describe, organization and name of principals. _____
5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title
<u>Rob Dominica</u>	<u>President of DRP a Registered Agent of Playcore Wisconsin, Inc. dba Gametime</u>
6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 95
7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. <u>Rob Dominica</u>	<u>150 Playcore Drive SE FT Payne, AL 35968</u>	<u>President/drp</u>
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____
8. Outline specific areas of responsibility for each entity listed in Question 7.
 - A. President of drp and Project Manager of Projects
 - B. _____
 - C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):

County: Seminole

Municipal: _____

10. Have you ever failed to complete any work awarded to you?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes _____ No ☒ **If yes, attach a separate sheet of explanation.**
21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes _____ No _____ **If yes, attach a separate sheet of explanation.**
22. Have you made a site visit? ☒ Yes, _____ No
23. How soon after the award can you begin work? _____ Days.
24. List any licenses, permits or certifications, etc., you hold for performing this type of work:

25. **How did you hear about the RFP?** Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services. Demand Star



Signature (Blue ink only)

Rob Dominica

Print Name

President/drp

Title

03/01/2024

Date

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 1st day of March, 2024
by Rob Dominica as President/drp a registered agent
(Name of person acknowledging) (Title)

for Playcore Wisconsin, Inc. dba Gametime
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)



SIGNATURE OF NOTARY PUBLIC

Courtney L. Crawford

PRINT, TYPE/STAMP NAME OF NOTARY



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budgetary Services

FORM 5
CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: Cobb County Parks & Recreation
Reference Contact Name: Jodey Bowman
Contact Title: Landscape Supervisor
Contact Telephone: 470-786-0004 mobile and 770-528-8836
Contact Email: jody.bowman@cobbcounty.org
Contract Start Date: 08/01/2019 Contract End Date: 11/15/2019

REFERENCE #2

Name of Company: Seminole County Public Schools
Reference Contact Name: Mary Lane
Contact Title: Support Services
Contact Telephone: 407-320-0192
Contact Email: mary_lane@scps.k12.fl.us
Contract Start Date: 2021 Contract End Date: Ongoing Contract

REFERENCE #3

Name of Company: City of Vero Beach
Reference Contact Name: Patty Howard
Contact Title: Assistant Recreation Director
Contact Telephone: 772-978-4500
Contact Email: phoward@covb.org
Contract Start Date: 07/01/2020 Contract End Date: 09/28/2020

REFERENCE #4

Name of Company: Boca Raton Parks and Recreation
Reference Contact Name: Greg Stevens
Contact Title: Recreation Services Director
Contact Telephone: 561-393-7810
Contact Email: jeads@myboca.us
Contract Start Date: 04/15/2020 Contract End Date: 07/15/2020

REFERENCE #5

Name of Company: Bartow County Parks and Recreation
Reference Contact Name: Greg Hight
Contact Title: Parks and Recreation Director
Contact Telephone: 770-387-5149
Contact Email: hightg@bartowcountyga.gov
Contract Start Date: 07/01/2020 Contract End Date: 10/26/2020

FORM 6A

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: Rob Dominica

For (Name of Proposing or Bidding Entity): Playcore Wisconsin, Inc. dba Gametime

Whose business address is: 150 Playcore Drive SE Ft Payne, AL 35968

And (if applicable) its Federal Employer Identification Number (FEIN) is: 39-1720480

(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 12101-12213 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.



Proposer Initials

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 and convicted of a public entity crime subsequent to July 1, 1989.

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

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



Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP # 2024-01 DESIGN-BUILD REPLACEMENT PLAYGROUND** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.



Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.



Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page**

In the presence of:

Sarah Catrillo

Witness #1 Print Name: Sarah Catrillo

Jennifer Cassidy

Witness #2 Print Name: Jennifer Cassidy

Signed, sealed and delivered by:

Print Name: Rob Dominica

Title: President/drp

ACKNOWLEDGMENT

State of Florida

County of Seminole

On this 1st day of March, 20 24 before me the undersigned,
personally appeared Rob Dominica, 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:



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget/Notary Services

[Signature]

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

FORM 6B
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am President of drp a registered agent of Playcore Wisconsin, Inc. dba Gametime, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the VILLAGE.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

None



Signature (Blue ink only)

Rob Dominica

Print Name

President/drp

Title

03/01/2024

Date

STATE OF Florida)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 1st day of March, 2024
by Rob Dominica as President of drp a registered agent

(Name of person acknowledging)

(Title)

for Playcore Wisconsin, Inc. dba Gametime

(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)


SIGNATURE OF NOTARY PUBLIC

Courtney L Crawford

PRINT, TYPE/STAMP NAME OF NOTARY



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget/Notary Services

FORM 6C

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Preisdent of drp a registered agent Placyore Wisconsin, Inc. dba Gametime proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature (Blue ink only)

Rob Dominica

Print Name

President/drp

Title

03/01/2024

Date

STATE OF Florida)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 1st day of March, 2024,
by Rob Dominica as President of drp a registered agent

(Name of person acknowledging)

(Title)

for Playcore Wisconsin, Inc. dba Gametime

(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)



SIGNATURE OF NOTARY PUBLIC



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget/Notary Services

Courtney L Crawford

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7
DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Playcore Wiscosin, Inc. dba Gametime does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature (Blue ink only)

Rob Dominica

Print Name

President/drp

Title

03/01/2024

Date

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by Rob Dominica as President of drp a registered agent
(Name of person acknowledging) (Title)

for Playcore Wisconsin, Inc. dba Gametime
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)


SIGNATURE OF NOTARY PUBLIC

COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget/Notary Services

Courtney L Crawford

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of drp a registered agent of Playcore Wisconsin, Inc. dba Gametime the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF Florida)
COUNTY OF Seminole)
The foregoing instrument was acknowledged before me this 1st day of March, 2024
by Rob Dominica as President of drp a registered agent
(Name of person acknowledging) (Title)
for Playcore Wisconsin, Inc. dba Gametime
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budgetary Services

SIGNATURE OF NOTARY PUBLIC

Courtney L Crawford

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9
SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.



Signature (Blue ink only)

Rob Dominica

Print Name

President/drp

Title

03/01/2024

Date

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 1st day of March, 2024
by Rob Dominica as President of frp a registered agent

(Name of person acknowledging)

(Title)

for Playcore Wisconsin, Inc. dba Gametime

(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)



SIGNATURE OF NOTARY PUBLIC

Courtney L Crawford

PRINT, TYPE/STAMP NAME OF NOTARY



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budgetary Services

FORM 10
PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. 2024-01

2. This sworn statement is submitted by: Rob Dominica
(name of entity submitting sworn statement)

whose business address is: 150 Playcore Drive SE
Ft Payne, AL 35968

Federal Identification Number (FEIN) is: 39-1720480
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) 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, share holders, 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.

7. I understand that a "person" as defined in §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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. ☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please indicate which additional statement applies)
- 1) ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- 2) ☐ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

- 3) _____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services)



Signature (Blue ink only)

Rob Dominica

Print Name

President/drp

Title

03/01/2024

Date

STATE OF Florida)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 1st day of March, 2024

by Rob Dominica as President of drp a registered agent
(Name of person acknowledging) (Title)

for Playcore Wisconsin, Inc. dba Gametime
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budgetary Services



SIGNATURE OF NOTARY PUBLIC

Courtney L Crawford

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 11
DISPUTE DISCLOSURE

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

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?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, 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?

YES _____ NO X

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?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made 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 this Bid for the Village of Key Biscayne.

Firm: Playcore Wisconsin, Inc. dba Gametime

Authorized Signature: 

Print or Type Name: Rob Dominica

Title: President drp

Date: 03/01/2024

FORM 12**LIST OF PROPOSED SUBCONTRACTORS**

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
1	D.W. Recreation Services, Inc.	Playground Installation	

Firm: Playcore Wisconsin, Inc. dba Gametime

Authorized Signature:  _____

Print or Type Name: Rob Dominica

Title: President/drp

Date: 03/01/2024

FORM 15 – N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

BIDDER'S REPRESENTATION

DESIGN-BUILD REPLACEMENT PLAYGROUND

Proposal of Playcore Wisconsin, Inc. dba Gametime

(Name)

150 Playcore Drive SE Ft Payne, AL 35968

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

DESIGN-BUILD REPLACEMENT PLAYGROUND

(“THE PROJECT”)

TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

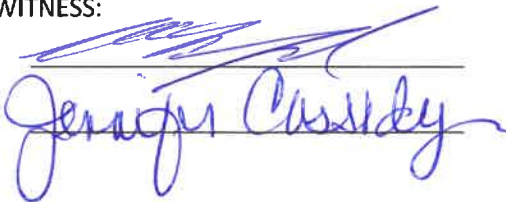
It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

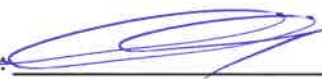
In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No. _____

Bidder's Occupational License No. _____

WITNESS:


Jennifer Cassidy

By: 
Signature of Authorized Agent

[SEAL]

This is a registered agent's office - Corporate Seal is not at this location.

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.

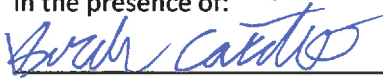
The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>

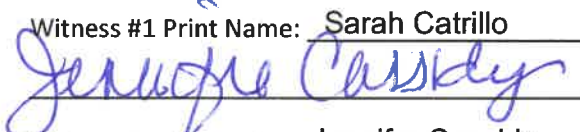
By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:



Witness #1 Print Name: Sarah Catrillo



Witness #2 Print Name: Jennifer Cassidy

Signed, sealed and delivered by:



Print Name: Rob Dominica

Title: President/drp

Entity Name: Playcore Wisconsin, Inc. dba Gametime

ACKNOWLEDGMENT

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 1st day of March, 20 24, by Rob Dominica

(name of person) as President of drp a registered agent (type of authority) for Playcore Wisconsin, Inc.

dba Gametime (name of party on behalf of whom instrument is executed).



COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budgetary Services



Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or

☐ Produced identification (Type of Identification: _____)

☐ Did take an oath; or

☒ Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated March 1, 2024 , attached hereto and incorporated herein by reference.

EXHIBIT B
PROPOSAL SCHEDULE

DESIGN-BUILD REPLACEMENT PLAYGROUND

NAME OF PROPOSER: Playcore Wisconsin, Inc. dba Gametime

In response to the Village's request for proposals and in compliance with the RFP Requirements, the undersigned proposes to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to provide **Design-Build Replacement Playground** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 03/01/2024 including Addenda numbered 1 through 2, inclusive, for an all-inclusive Base Bid for **Design-Build Replacement Playground** includes all incidental costs such as permitting, permit fees, samples, shipping, etc.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials and equipment.

OPTION	DESCRIPTION	TOTAL COST
1.	Option A	\$174,771.34
2.	Option B	\$149,912.60
3.	Option C	\$124,787.48
4.	Option D	\$99,609.16

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the work and furnish all materials called for by the RFP Documents. Proposer further agrees that payments will be made based on actual quantities placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for: **Design-Build Replacement Playground** located in VILLAGE OF KEY BISCAINE, FLORIDA.

Company Name: Playcore Wisconsin, Inc. dba Gametime

Proposer's Name: Rob Dominica

Proposer's Email: robd@gametime.com

Proposer's Title: President/drp

Proposer's Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2023

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, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-23-24	CONTACT NAME: Brenda Young-Epps													
	PHONE (A/C, No, Ext): (404) 995 3074 FAX (A/C, No):													
INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	E-MAIL ADDRESS: brenda.young@marsh.com													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C : American Casualty Company Of Reading, Pa</td><td>20427</td></tr><tr><td>INSURER D : Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER F : The Continental Insurance Company</td><td>35289</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Continental Casualty Company	20443	INSURER C : American Casualty Company Of Reading, Pa	20427	INSURER D : Transportation Insurance Co	20494	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Continental Insurance Company
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COVERAGES	CERTIFICATE NUMBER: ATL-004720415-40	REVISION NUMBER: 16
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MKL2PBC002028	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA 7039895527	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
F	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			7039984806 RETENTION Umb Catastrophe \$25,000	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7 39895530 WC 7 39895544 WC 7 39919971 WC 7 39929062	08/01/2023 08/01/2023 08/01/2023 08/01/2023	08/01/2024 08/01/2024 08/01/2024 08/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			019356229	08/01/2023	08/01/2024	Each Occurrence 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Only

CERTIFICATE HOLDER GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>John Whittle</i>
--	---

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company

Policy Number: WC 7 39918885

Dates: 08/01/2023 - 08/01/2024

WC 7 39895530 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

WC 7 39895544 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

WC 7 39919971 - AZ, OR, WI

WC 7 39918885 - OH, ND, WY, WA

Statement of Financial Stability

The GameTime Division of PlayCore Wisconsin, Inc., a wholly owned subsidiary of PCH Holdings, Inc., acting in collaboration with Dominica Recreation, Inc. and D.W. West Recreation Services, Inc. is pleased to submit the accompanying proposal to manufacture, furnish, and install GameTime playground equipment by the terms and conditions of the RFP for the Design-Build Replacement Playground. As demonstrated, GameTime is fully qualified to provide design, equipment, certified staff, and supervision services to meet the building requirements for the Village of Key Biscayne.

We do not have any litigation from the past, or present nor any pending in the future.

BID BOND

Bond No. 35413-BER-24-18

CONTRACTOR:

(Name, legal status and address)

PlayCore Wisconsin, Inc. dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Inc: Delaware

OWNER:

(Name, legal status and address)

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT: RFP #2024-01 Design-Build Replacement Playground

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of February, 2024.

Maria Townson
(Witness) Maria Townson, Risk Management

PlayCore Wisconsin, Inc. dba GameTime
(Principal) Brenda Grant (Seal)
By
(Title) Brenda Grant, General Counsel

Rita Alfano
(Witness) Rita Alfano

Berkley Insurance Company
(Surety) C Mac (Seal)
By
(Title) Ann Marie Keane Attorney-in-fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; Megan Schlueter; or Ann Marie Keane of Marsh USA, Inc. of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of January, 2022.



Attest:

By

Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafer
 Senior Vice President

STATE OF CONNECTICUT)
) ss:
 COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of January, 2022, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Maria C. Rundbaken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 21st day of February, 2024.

Vincent P. Forte
 Vincent P. Forte

Tab B

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Title Page

Proposal for

Village of Key Biscayne

03/05/2024

RFP: # 2024-01

Design Build Replacement Playground

Prepared by



800.235.2440 | gametime.com

PlayCore Wisconsin, Inc., d/b/a GameTime
150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Direct telephone: 423/648-5891
Direct facsimile: 423/648-5903
Website: <http://www.gametime.com>



03/01/2024

Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

EXECUTIVE SUMMARY AND PROJECT OVERVIEW

Village of Key Biscayne

RFP: # 2024-01

Design-Build Replacement Playground

The GameTime Division of PlayCore Wisconsin, Inc., a wholly owned subsidiary of PCH Holdings, Inc., acting in collaboration with Dominica Recreation, Inc. and D.W. Recreation Services, Inc. is pleased to submit the accompanying proposal to manufacture, furnish, and install GameTime playground equipment by the terms and conditions of RFP 2024-01 for the Design-Build Replacement Playground. As demonstrated, GameTime is fully qualified to provide design, equipment, certified staff, and supervision services to meet the building requirements for the Village of Key Biscayne.

GameTime has been manufacturing commercial playground apparatus continuously since 1929. The GameTime Division is a vertically integrated company with extensive design, manufacturing, distribution, and installation capabilities. With 400,000 sq. ft. under the roof on an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. Seasonal weekly production can exceed \$2,750,000. The daily inventory often exceeds \$6,000,000. GameTime does all metal fabrication, rotationally molded plastic, PVC coating, and powder coating "in-house". GameTime is an ISO 9001:2008 and 14001:2004 Certified facility. Once an order is entered and accepted, GameTime delivers equipment within 55 to 60 days.

GameTime currently employs 500 people at its Fort Payne facility in the design and manufacturing of commercial playgrounds and recreation equipment. Our staff includes five industrial designers, four product managers, three structural engineers, and ten CAD operators in our product development, design, and processing groups. GameTime office staff total 112. Additionally, we collaborate with several consultants in key areas. GameTime products are distributed in the United States by a network of 13 domestic independent sales organizations, employing 127 sales and 98 support personnel. Seventeen international distributors market GameTime products worldwide.

Dominica Recreation, Inc. (DRP), 800-432-0162, the exclusive GameTime regional sales representative in Florida. Their offices are located at 632 Florida Central Parkway, Longwood, FL. Rob Dominica, President of DRP, robd@gametime.com will be providing all pre-sale, post-sale, on-site service, and project management. Representing GameTime since 1968, the DRP organization is well versed in all aspects of playground sales and support from creating site and client-specific ASTM, CPSC, and ADA-compliant play area designs utilizing Gametime's proprietary GTCad software; to managing professional turnkey installations employing the DRP Five Star Plus Certified Installation process; coordinating manufacturing and installation scheduling; contract administration; and providing technical support for field service and replacement parts. The DRP Group attends "GT College" annually and seminars yearly to learn the latest in product improvements and new design, computer technology, safety compliance, risk management, installation techniques, ADA requirements, and related topics. DRP employs NPSI-certified playground safety inspectors (CPSI); provides local on-site playground design services; furnishes CPSI safety audits; equipment selection consultations; safety surfacing materials; and installation by "factory-certified" installers for complete "turnkey" packages.

GameTime installation-supervision services will be provided by D.W. Recreation Services, Inc.; a GameTime factory-certified installer headed by Donald West, who has more than 45 years of experience in the playground industry. D.W. Recreation Services, Inc. has installed over 7,000 playgrounds in Florida. Operating fully equipped installation crews, D.W. Recreation Services, Inc. maintains tight scheduling.

GAMETIME DIVISION

A handwritten signature in black ink, appearing to read "Donald R. King", with a stylized flourish at the end.

Donald R. King
Director of Sales Administration



Playpalette: Forester

44

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.playdrp.com



Playpalette: Forester

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

2/29/24

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



Playpalette: Forester

46

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.playdrp.com

175



Playpalette: Forester

47

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.playdrp.com



Playpalette: Forester

48

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.gametime.com



www.playdrp.com



Playpalette: Forester

49

2/29/24

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www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.playdrp.com



Playpalette: Forester

50

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.playdrp.com



Playpalette: Forester

51

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.playdrp.com



Playpalette: Forester

52

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



Playpalette: Forester

53

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option A



www.playdrp.com

Playground Option A ~ \$175,000

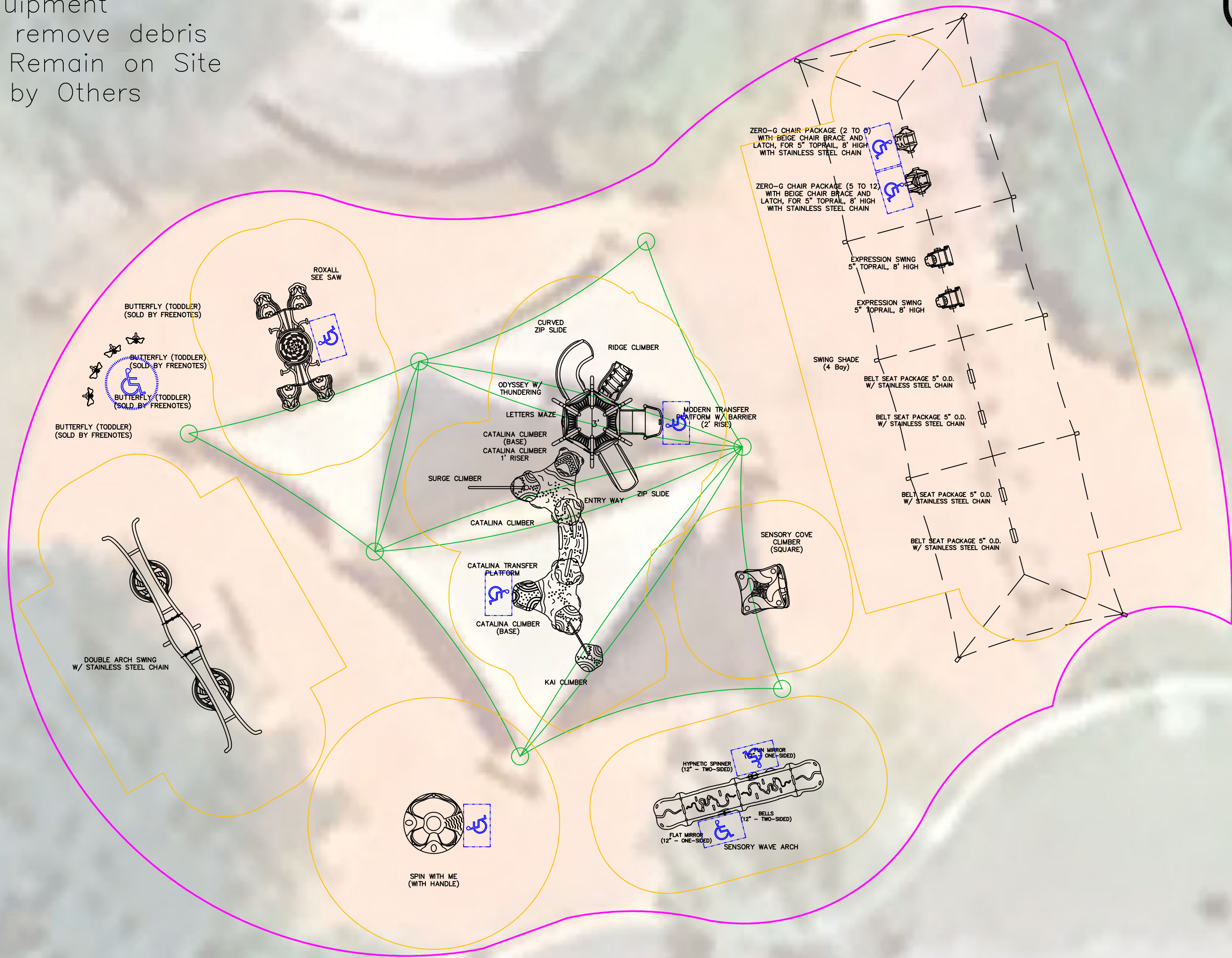
Installer Scope of Work

- Provide Temp Chain Link Fence around construction area
- Remove Existing Equipment and Dispose
- Install new equipment
- Clean up and remove debris

Existing Shade to Remain on Site

Surfacing top-off by Others

Child Capacity	110
Total Play Events	33



To verify product certification, visit www.ipema.org.

The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Village of Key Biscayne
Design-Build Replacement Playground

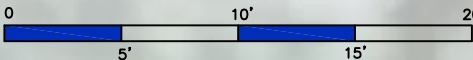
Representative
Dominica Recreation Products

This play equipment is recommended for children ages
2-5

Minimum Area Required:
See Drawing
Scale: NTS
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
Rob
Date:
02/21/2024
Drawing Name:
Design-Build Replacement Playground





GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

02/27/2024
 Quote #
 106206-01-01

Design-Build Replacement Playground - \$175,000 Option

Village of Key Biscayne
 Attn: Todd Hofferberth
 85 W McIntyre Street
 Key Biscayne, FL 33149
 Phone: 305-365-8901
 Fax: 305-365-8936
thofferberth@keybiscayne.fl.gov

Ship to Zip 33149

Quantity	Part #	Description	Unit Price	Amount
~~~~~				
		- Others to provide site plan for permitting    - Existing Shade to Remain in Place    - Wood Fiber top-off by others		
1	INSTALL	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$4,500.00	\$4,500.00
1	INSTALL	5-Star Plus - Temporary Chain Link Fence	\$4,000.00	\$4,000.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
1	RDU	GameTime - All Playground Equipment Shown on Topview - A	\$109,299.00	\$109,299.00
		(1) 3206 -- FS Sensory Wave Arch System		
		(1) 3903 -- Hypentic Wheel 12" 2S		
		(1) 3907 -- Bells 12" 2S		
		(1) 3924 -- Flat Mirror 12" 1S		
		(1) 3928 -- Fun Mirror 12" 1S		
		(2) 5145 -- Expression Swing 5" X 8'		
		(2) 5209 -- Catalina Climber Base		
		(1) 5213 -- Catalina Climber Arch		
		(1) 5215 -- Surge Climber 2' Pedestal		
		(1) 5219 -- Kai Climber 2' Pedestal FS		
		(1) 5252 -- Catalina ChallengeTransfer Platform		
		(1) 6245 -- RoxAll See Saw		
		(1) 6249 -- Sensory Cove Climber - Square		
		(1) 6372 -- Spin With Me (With Handle)		
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(6) 12650 -- 3 1/2" Uprt Ass'Y Alum 4'		
		(1) 19001 -- Entry Way		
		(1) 19104 -- Ridge Climber		
		(1) 19121 -- Curved Zip Slide		
		(1) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19491 -- 3' Odyssey Pod w/thundering		
		(1) 19585 -- Letters Maze Above Deck		
		(1) 19912 -- Modern Transfer w/Barrier 2' Rise		





GameTime  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 * 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

02/27/2024  
Quote #  
106206-01-01

## Design-Build Replacement Playground - \$175,000 Option

Quantity	Part #	Description	Unit Price	Amount
		(1) 19944 -- Catalina Climber 1' Riser		
		(1) 90266 -- 8' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
		(1) SS1757 -- 5" Zero-G Chair (5-12)-Stainless		
		(1) SS1758 -- 5" Zero-G Chair (2-5)-Stainless		
		(1) SS5059 -- Double Arch Swing (SS)		
		(4) SS8918 -- Belt Seat 5" /8' High W/Clevis		
1	5194	GT-Shade - Four Bay Swing Shade	\$21,041.00	\$21,041.00
1	BFLY-I-IG-T	Freenotes Harmony Park - Indigo Butterfly -- (With Inground Mount Kit)	\$1,379.00	\$1,379.00
1	BFLY-O-IG-T	Freenotes Harmony Park - Orange Butterfly -- (With Inground Mount Kit)	\$1,379.00	\$1,379.00
1	BFLY-T-IG-T	Freenotes Harmony Park - Turquoise Butterfly -- (With Inground Mount Kit)	\$1,319.00	\$1,319.00
1	BFLY-Y-IG-T	Freenotes Harmony Park - Yellow Butterfly -- (With Inground Mount Kit)	\$1,319.00	\$1,319.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$42,000.00	\$42,000.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey &amp; Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,800.00	\$1,800.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,500.00	\$1,500.00
			<b>Sub Total</b>	\$189,625.00
			<b>Discount</b>	(\$25,418.23)
			<b>Freight</b>	\$10,564.57
			<b>Total</b>	<b>\$174,771.34</b>

This quote was prepared by Rob Dominica, President.

For questions or to order please call - 800-432-0162 ext. 113 [robdom@gametime.com](mailto:robdom@gametime.com)

**Permits are not included in cost, unless specifically listed in pricing.** If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.





GameTime  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 * 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

02/27/2024  
Quote #  
106206-01-01

## Design-Build Replacement Playground - \$175,000 Option

### Payment Terms: Governmental Purchase Order.

### Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

### Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$174,771.34**





Playpalette: Arlington

58

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B





Playpalette: Arlington

59

2/29/24

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www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B



www.playdrp.com





Playpalette: Arlington

60

2/29/24

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www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B



www.playdrp.com





Playpalette: Arlington

61

2/29/24

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www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B



www.playdrp.com





Playpalette: Arlington

62

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



[www.gametime.com](http://www.gametime.com)

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B



[www.playdrp.com](http://www.playdrp.com)





Playpalette: Arlington

63

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B



www.playdrp.com





Playpalette: Arlington

64

2/29/24

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# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B





Playpalette: Arlington

65

2/29/24

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# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B





Playpalette: Arlington

66  
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2/29/24

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B





Playpalette: Arlington

67

2/29/24

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# Village of Key Biscane

## Design-Build Replacement Playground ~ Option B



www.gametime.com



www.playdrp.com



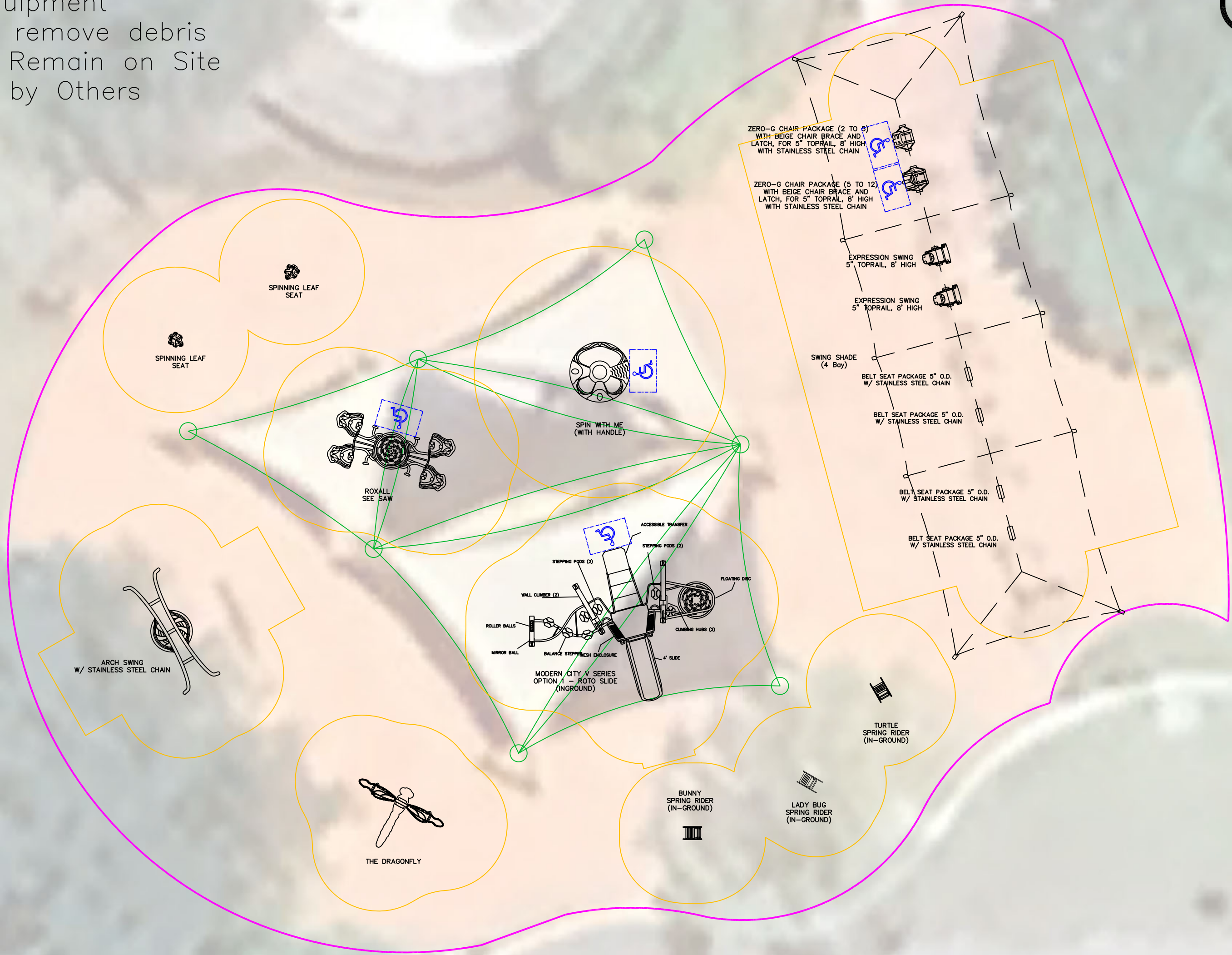
Playground Option B ~ \$150,000

Installer Scope of Work

- Provide Temp Chain Link Fence around construction area
- Remove Existing Equipment and Dispose
- Install new equipment
- Clean up and remove debris

Existing Shade to Remain on Site  
Surfacing top-off by Others

Child Capacity	90
Total Play Events	27



To verify product certification, visit [www.ipema.org](http://www.ipema.org).  
The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.



150 PlayCore Drive SE  
Fort Payne, AL 35967  
[www.gametime.com](http://www.gametime.com)

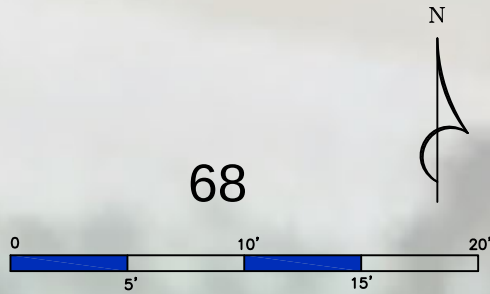
Village of Key Biscayne  
Design-Build Replacement Playground  
Representative  
Dominica Recreation Products

This play equipment is recommended for children ages  
2-5

Minimum Area Required:  
See Drawing  
Scale: NTS  
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
Rob  
Date:  
02/21/2024  
Drawing Name:  
Design-Build Replacement Playground







GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

02/27/2024  
 Quote #  
 106206-01-02

## Design-Build Replacement Playground - \$150,000 Option

Village of Key Biscayne  
 Attn: Todd Hofferberth  
 85 W McIntyre Street  
 Key Biscayne, FL 33149  
 Phone: 305-365-8901  
 Fax: 305-365-8936  
[thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov)

Ship to Zip 33149

Quantity	Part #	Description	Unit Price	Amount
~~~~~				
		- Others to provide site plan for permitting - Existing Shade to Remain in Place - Wood Fiber top-off by others		
1	INSTALL	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$4,500.00	\$4,500.00
1	INSTALL	5-Star Plus - Temporary Chain Link Fence	\$4,000.00	\$4,000.00
1	RDU	GameTime - All Equipment Shown on Topview - B	\$89,604.00	\$89,604.00
		(2) 5145 -- Expression Swing 5" X 8'		
		(1) 6245 -- RoxAll See Saw		
		(1) 6278I -- Bunny Spring Rider		
		(1) 6284I -- Turtle Spring Rider		
		(1) 6372 -- Spin With Me (With Handle)		
		(1) 38000 -- The Dragonfly		
		(2) 38009 -- Spinning Leaf Seat (Straight)		
		(1) 6277I -- Lady Bug Spring Rider		
		(1) MCV1RI -- Modern City V Series 1 (Roto/IG)		
		(1) SS1757 -- 5" Zero-G Chair (5-12)-Stainless		
		(1) SS1758 -- 5" Zero-G Chair (2-5)-Stainless		
		(1) SS5058 -- Arch Swing (SS)		
		(4) SS8918 -- Belt Seat 5" /8' High W/Clevis		
1	5194	GT-Shade - Four Bay Swing Shade	\$21,041.00	\$21,041.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$35,400.00	\$35,400.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,800.00	\$1,800.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,500.00	\$1,500.00
			Sub Total	\$157,845.00
			Discount	(\$15,848.11)
			Freight	\$7,915.71



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/27/2024
Quote #
106206-01-02

Design-Build Replacement Playground - \$150,000 Option

Quantity	Part #	Description	Unit Price	Amount
			Total	\$149,912.60

This quote was prepared by Rob Dominica, President.

For questions or to order please call - 800-432-0162 ext. 113 robdom@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$149,912.60**



Playpalette: Timberland

71

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



Playpalette: Timberland

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



Playpalette: Timberland

73
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 2/29/24

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



Playpalette: Timberland

74

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



www.playdrp.com



Playpalette: Timberland

75

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



Playpalette: Timberland

76

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



www.playdrp.com



Playpalette: Timberland

77

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



A PLAYCORE Company

www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



www.playdrp.com



Playpalette: Timberland

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

78

2/29/24



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



www.playdrp.com



Playpalette: Timberland

79

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Village of Key Biscane

Design-Build Replacement Playground ~ Option C



www.playdrp.com

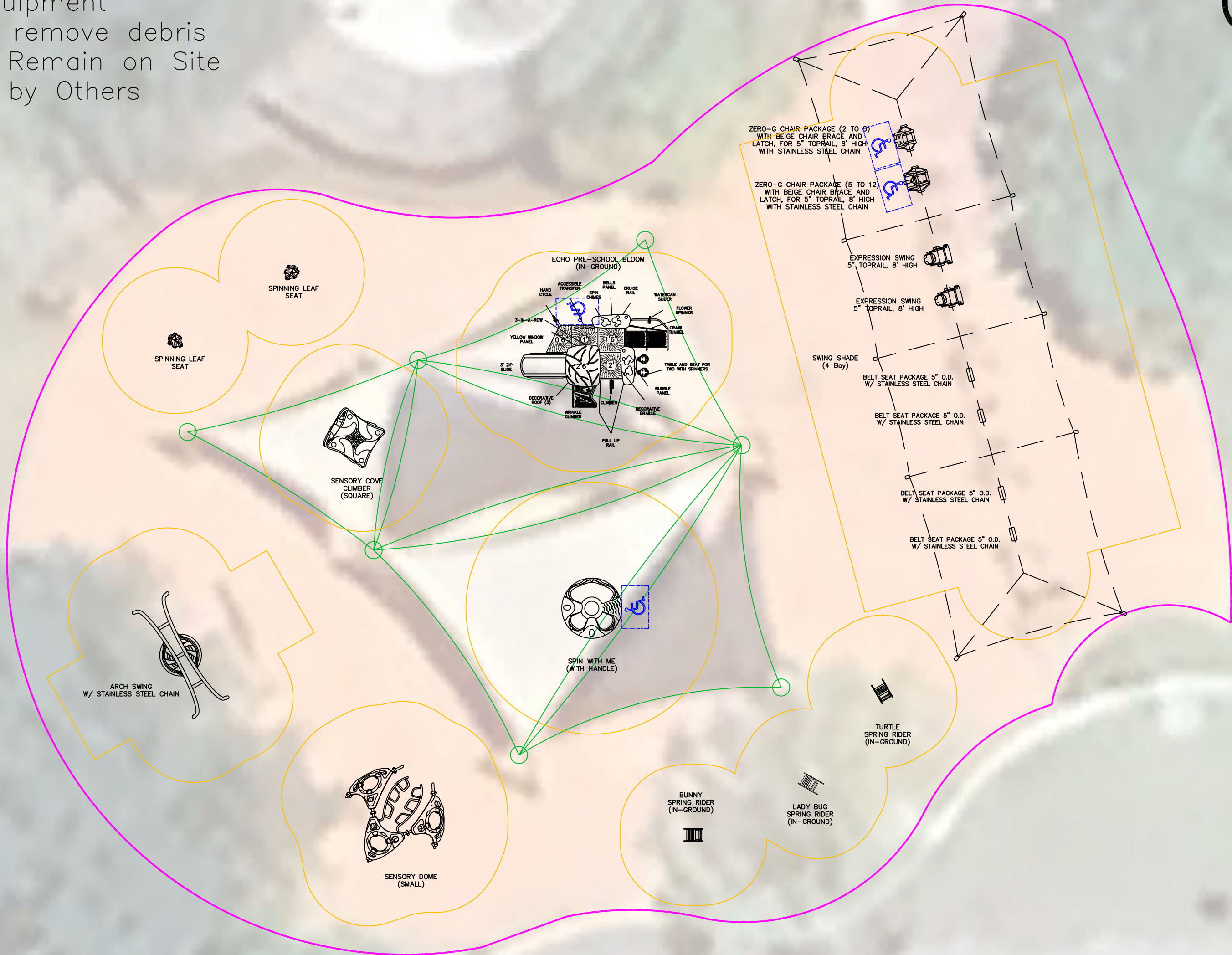
Playground Option C ~ \$125,000

Installer Scope of Work

- Provide Temp Chain Link Fence around construction area
- Remove Existing Equipment and Dispose
- Install new equipment
- Clean up and remove debris

Existing Shade to Remain on Site
Surfacing top-off by Others

Child Capacity	80
Total Play Events	32



To verify product certification, visit www.ipema.org.
The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Village of Key Biscayne
Design-Build Replacement Playground
Representative
Dominica Recreation Products

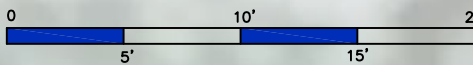
This play equipment is recommended for children ages
2-5

Minimum Area Required:
See Drawing
Scale: NTS
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
Rob
Date:
02/21/2024
Drawing Name:
Design-Build Replacement Playground

80





GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

02/27/2024
 Quote #
 106206-01-03

Design-Build Replacement Playground - \$125,000 Option

Village of Key Biscayne
 Attn: Todd Hofferberth
 85 W McIntyre Street
 Key Biscayne, FL 33149
 Phone: 305-365-8901
 Fax: 305-365-8936
thofferberth@keybiscayne.fl.gov

Ship to Zip 33149

Quantity	Part #	Description	Unit Price	Amount
~~~~~				
		- Others to provide site plan for permitting    - Existing Shade to Remain in Place    - Wood Fiber top-off by others		
1	INSTALL	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$4,500.00	\$4,500.00
1	INSTALL	5-Star Plus - Temporary Chain Link Fence	\$4,000.00	\$4,000.00
1	RDU	GameTime - All Equipment Shown on Topview - C	\$69,194.00	\$69,194.00
		(2) 5145 -- Expression Swing 5" X 8'		
		(1) 6255 -- Sensory Dome - Small		
		(1) 6277I -- Lady Bug Spring Rider		
		(1) 6278I -- Bunny Spring Rider		
		(1) 6284I -- Turtle Spring Rider		
		(1) 6372 -- Spin With Me (With Handle)		
		(2) 38009 -- Spinning Leaf Seat (Straight)		
		(1) EKB02I -- ECHO PreSchool Bloom Inground		
		(1) SS1757 -- 5" Zero-G Chair (5-12)-Stainless		
		(1) SS1758 -- 5" Zero-G Chair (2-5)-Stainless		
		(1) SS5058 -- Arch Swing (SS)		
		(4) SS8918 -- Belt Seat 5" /8' High W/Clevis		
		(1) 6249 -- Sensory Cove Climber - Square		
1	5194	GT-Shade - Four Bay Swing Shade	\$21,041.00	\$21,041.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$28,900.00	\$28,900.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey &amp; Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,600.00	\$1,600.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,500.00	\$1,500.00
			<b>Sub Total</b>	\$130,735.00
			<b>Discount</b>	(\$13,691.87)
			<b>Freight</b>	\$7,744.35





GameTime  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 * 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

02/27/2024  
Quote #  
106206-01-03

## Design-Build Replacement Playground - \$125,000 Option

Quantity	Part #	Description	Unit Price	Amount
			Total	\$124,787.48

This quote was prepared by Rob Dominica, President.

For questions or to order please call - 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

**Permits are not included in cost, unless specifically listed in pricing.** If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

### Payment Terms: Governmental Purchase Order.

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

### Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$124,787.48**





Playpalette: Spring Bloom

83

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.





Playpalette: Spring Bloom

84

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option D



www.playdrp.com





Playpalette: Spring Bloom

85

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option D



www.playdrp.com

214





Playpalette: Spring Bloom

86

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option D



www.playdrp.com

215





Playpalette: Spring Bloom

87

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option D





Playpalette: Spring Bloom

88

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.





Playpalette: Spring Bloom

89

2/29/24

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# Village of Key Biscane

## Design-Build Replacement Playground ~ Option D



www.gametime.com



www.playdrp.com





Playpalette: Spring Bloom

90

2/29/24

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# Village of Key Biscane

## Design-Build Replacement Playground ~ Option D





Playpalette: Spring Bloom

91

2/29/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

# Village of Key Biscane

## Design-Build Replacement Playground ~ Option D



www.playdrp.com

220



Playground Option D ~ \$100,000

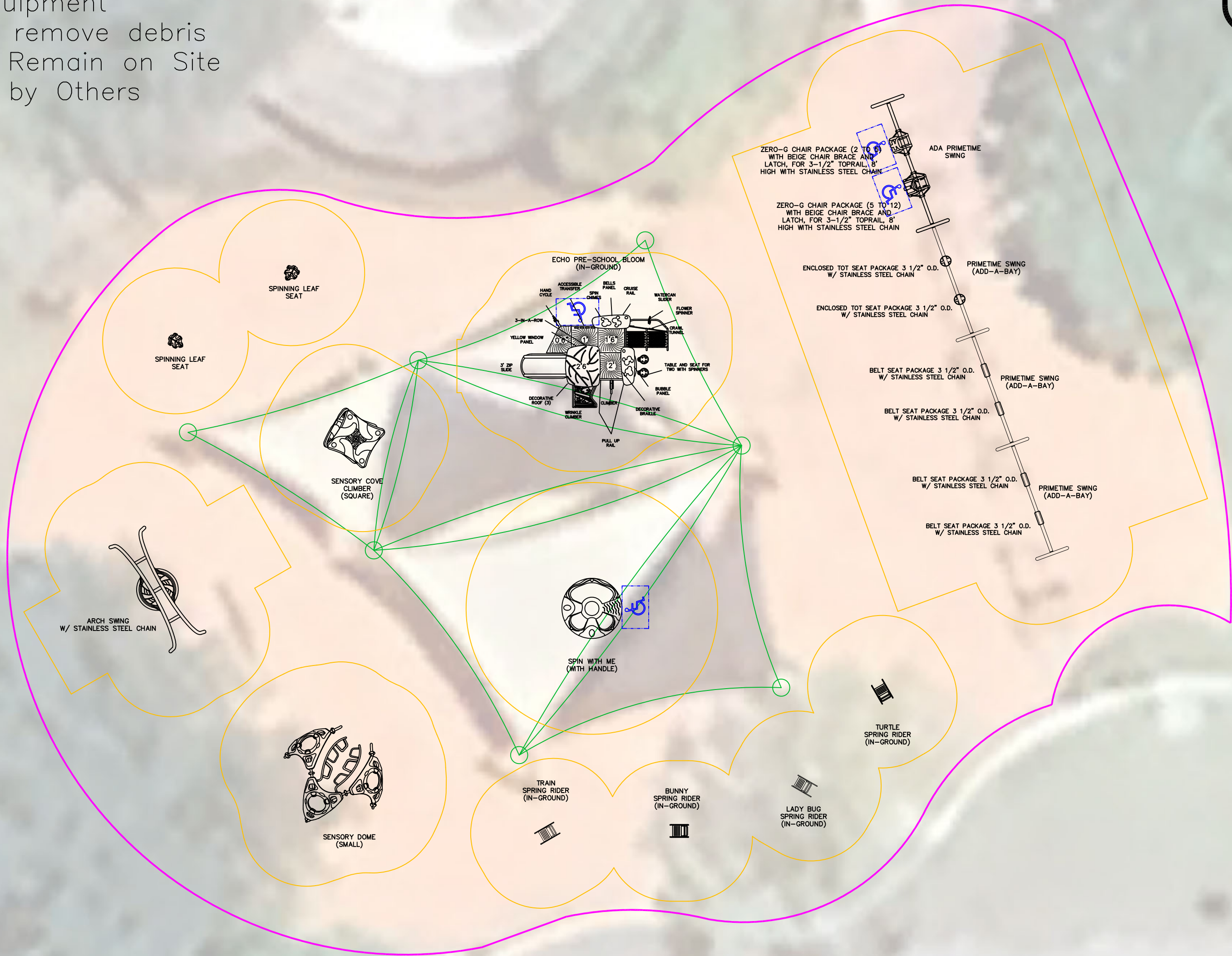
Installer Scope of Work

- Provide Temp Chain Link Fence around construction area
- Remove Existing Equipment and Dispose
- Install new equipment
- Clean up and remove debris

Existing Shade to Remain on Site

Surfacing top-off by Others

Child Capacity	80
Total Play Events	32



To verify product certification, visit [www.ipema.org](http://www.ipema.org).

The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.



150 PlayCore Drive SE  
Fort Payne, AL 35967  
[www.gametime.com](http://www.gametime.com)

Village of Key Biscayne  
Design-Build Replacement Playground

Representative  
Dominica Recreation Products

This play equipment is recommended for children ages  
2-5

Minimum Area Required:  
See Drawing  
Scale: NTS  
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
Rob  
Date:  
02/21/2024  
Drawing Name:  
Design-Build Replacement Playground





GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

02/27/2024  
 Quote #  
 106206-01-04

## Design-Build Replacement Playground - \$100,000 Option

Village of Key Biscayne  
 Attn: Todd Hofferberth  
 85 W McIntyre Street  
 Key Biscayne, FL 33149  
 Phone: 305-365-8901  
 Fax: 305-365-8936  
[thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov)

Ship to Zip 33149

Quantity	Part #	Description	Unit Price	Amount
~~~~~				
		- Others to provide site plan for permitting - Existing Shade to Remain in Place - Wood Fiber top-off by others		
1	INSTALL	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$4,500.00	\$4,500.00
1	INSTALL	5-Star Plus - Temporary Chain Link Fence	\$4,000.00	\$4,000.00
1	RDU	GameTime - All Equipment Shown on Topview - D	\$73,117.00	\$73,117.00
		(1) 6249 -- Sensory Cove Climber - Square		
		(1) 6255 -- Sensory Dome - Small		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(3) 18827 -- Primetime Swing Add A Bay 3 1/2" X 8'		
		(2) 38009 -- Spinning Leaf Seat (Straight)		
		(1) 6277I -- Lady Bug Spring Rider		
		(1) 6278I -- Bunny Spring Rider		
		(1) 6284I -- Turtle Spring Rider		
		(1) 6372 -- Spin With Me (With Handle)		
		(1) EKB02I -- ECHO PreSchool Bloom Inground		
		(1) SS5058 -- Arch Swing (SS)		
		(1) SS8558 -- 3 1/2" Zero-G Chair (5-12)-Stainless		
		(1) SS8561 -- 3 1/2" Zero-G Chair (2-5)-Stainless		
		(2) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(1) 6283I -- Train Spring Rider		
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$23,200.00	\$23,200.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,600.00	\$1,600.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,500.00	\$1,500.00
Sub Total				\$107,917.00



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/27/2024
Quote #
106206-01-04

Design-Build Replacement Playground - \$100,000 Option

Quantity	Part #	Description	Unit Price	Amount
			Discount	(\$13,246.65)
			Freight	\$4,938.81
			Total	\$99,609.16

This quote was prepared by Rob Dominica, President.

For questions or to order please call - 800-432-0162 ext. 113 robdom@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$99,609.16**

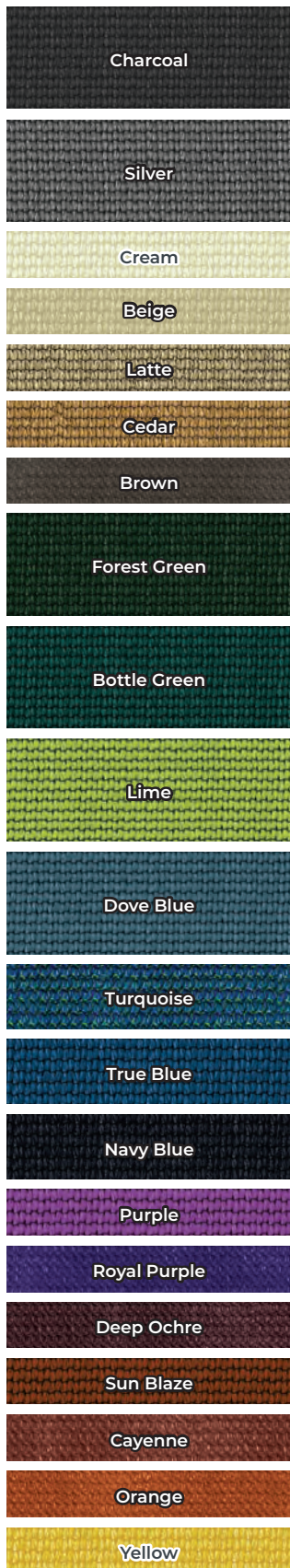
MATERIAL COLOR OPTIONS

METAL	PLASTIC	HDPE	2 COLOR HDPE
Black		Black	Black/White
Starlight Black			
Metallic	Champagne	Dolphin Gray	Gray/Black
White			White/Black
Vanilla			
Champagne	Beige	Beige	Beige/Green
Beige			
Brown	Brown	Brown	Brown/White
Bronze			
Dark Green	Green	Green	Green/White
Green			
Sage			
Ice Butter	Chartreuse		
Ice Mint			
Chartreuse	Spring Green	Spring Green	Spring Green/White
Spring Green			
Ocean			
Azure	Azure	Azure	Azure/White
Sea Mist			
Sky Blue	Sky Blue	Sky Blue	Sky Blue/White
Blue	Blue	Blue	Blue/White
Periwinkle	Periwinkle		
Royal Purple	Royal Purple	Purple	Purple/White
Burgundy	Burgundy	Burgundy	Burgundy/White
Red	Red	Red	Red/White
Orange	Orange	Orange	Orange/White
Butterscotch			
Yellow	Yellow	Yellow	Yellow/Black

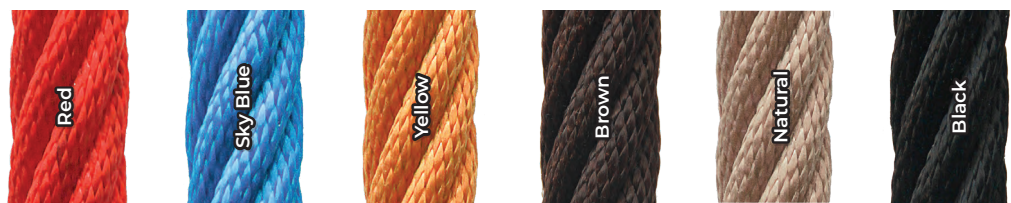
Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MATERIAL COLOR OPTIONS

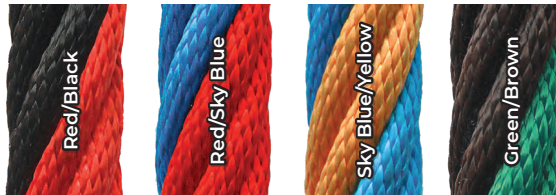
SHADE FABRIC



VISTAROPETM STANDARD

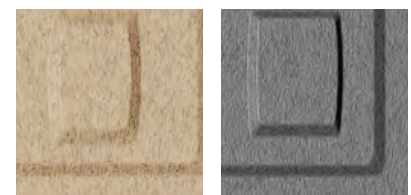


VISTAROPETM CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

SPECIAL ROCK



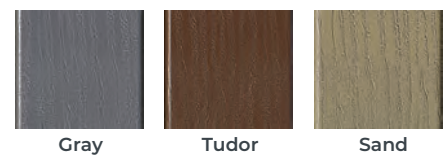
Sandstone

Deep Granite

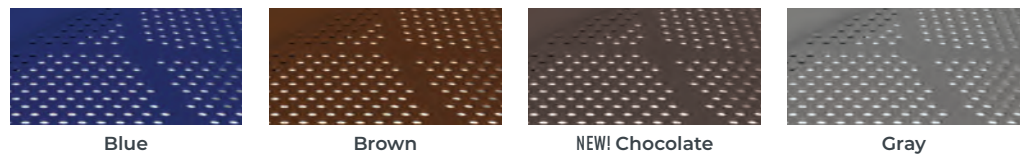
WALLCANO® HANDHOLDS



SITE RECYCLED PLASTIC LUMBER



DECKS



Gametime has no exceptions to RFP# 2024-01 Design-Build Replacement Playground

Tab C

Qualifications.....	Page 98-105
Service Team and Resume.....	Page 106
Plan and Approach.....	Page 107



INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.

INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party

certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that give installers the knowledge and skills to make your playground everything you expect it to

be. With this training, we can have the confidence all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

This manufacturer specific training course is unique to GameTime, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you can trust us to be your playground company.



MAINTENANCE

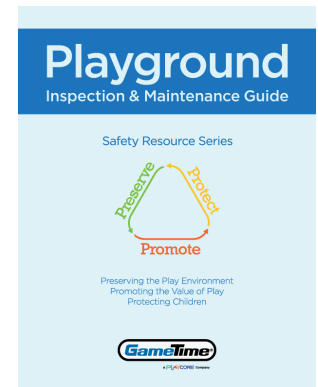
Our comprehensive guide will help you maintain your playground.

IMPORTANCE OF MAINTENANCE

Designing and building a GameTime playground is an important first step in creating play opportunities that enrich the lives of children and the community in which they live. Once the playground is open, however, it is equally important to perform regular inspections and maintenance to ensure your investment, and the benefits it represents, is protected.

The National Recreation and Parks Association's Certified Playground Safety Inspection Course estimates that nearly 40% of all playground injuries occur due to improper or neglected maintenance.

To help you create an inspection and maintenance program for your playground, GameTime developed a comprehensive Playground Maintenance Guide to help you maintain and protect your playground.



CUSTOMIZED MAINTENANCE KIT

We provide a customized maintenance kit with every play system. Each kit includes:

- Touch up paint customized to your selected color palette to touch up nicks and scratches cause by wear and tear and/or vandalism
- Graffiti Remover designer to remove unwanted paint from plastic and metal without damaging the finish underneath
- Customized toolkit specifically for the bolts, fittings, and connections on your play system
- Instruction manual with easy-to-read assembly instructions for every component on your system



- 1 100% recyclable plastics are manufactured using efficient processes
- 2 Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- 3 100% recycled plastic lumber
- 4 Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- 5 100% recyclable plastics
- 6 Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- 7 100% recycled plastic curbs



ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 28.55 tons	Fork lift batteries: 48 lbs.
Paper: 12.25 tons	PVC trimmings: 1,681 lbs.
Scrap plastics: 37,586 lbs.	Steel: 2,791,275 lbs.
Computer equipment: 5,526 lbs.	Aluminum: 27,965 lbs.
Plastic bottles: 23,850	Cartridges: 260
Fluorescent bulbs: (4') 428	Trash can lids: 220 lbs.
Ballasts: 83 lbs.	Polyurea (liquid): 100 gal.

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible – without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and “C”-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

In the last 12-month time period – 190 total orders to K-12 Customers. Partial List provided...

School		
#102894 - Jefferson Academy - Option C	Jefferson Academy	1/4/2023
	Gum Springs Elementary School	
#102911 - Extra PrimeTime Hardware Kits	600 Gum Springs Road Jefferson GA 30549	1/12/2023
#102940 - Blue Lake Elementary School ~ Option 3 Revised ORDER	Volusia County Schools	
	282 Blue Lake Ave Daland FL 32724	1/23/2023
#102957 - Enterprise Elementary School ~ Installation & Surfacing ORDER	Volusia County Schools	
	282 Blue Lake Ave Daland FL 32724	1/27/2023
#102961 - Triton Parts Pinecrest ES GT # 1173733	Collier County Public Schools	
	5775 Osceola Trail Naples FL 34109	1/31/2023
	Broward County Public Schools	
#102981 - Replacement Deck for Hollywood Hills ES - GT# 4079401	Physical Plant Operations 3810 NW 10th Avenue Fort Lauderdale FL 33309	2/9/2023
	Volusia County Schools	
#102982 - Forest Lake Elementary School Installation & Surfacing ORDER	Forest Lake Elementary 1600 Doyle Road Deltona FL 32725	2/9/2023
	Pasco County District School Board	
	7227 Land O Lakes Blvd. Land O Lakes FL 34638	2/10/2023
#102989 - Install Add for Schrader ES	Orange County Public Schools	
	500 North Park Avenue Apopka FL 32712	2/13/2023
#102993 - Dream Lake ES PIP Repair Kits	Leon County School Board	
	3420 W. Tharpe Street, Suite 100 Tallahassee FL 32303	2/17/2023
#103012 - Slide exit Section GT # 3281000	Columbia County School Board	
	218 NW County Road 25A Lake City FL 32055	2/17/2023
#103014 - Replacement Parts Columbia City ES	Rock Spring Elementary School	
#103015 - Rock Spring Elementary ~ Order REV	372 Highway 95 Rock Spring GA 30739	2/21/2023
	Leon County School Board	
#103016 - Climber Replacement GT # 32810000	2757 W. Pensacola Street Tallahassee FL 32304	2/22/2023
	Gum Springs Elementary School	
	600 Gum Springs Church Road Jefferson GA 30549	2/23/2023
#103022 - Extra Prime Time Hardware Kits	Gum Springs Elementary School	2/23/2023
#103023 - Extra Prime Time Hardware Kits		

	600 Gum Springs Church Road Jefferson GA 30549	
	Seminole County Public Schools	
#103025 - SCPS - 5-12 Playground - Carillon	3200 Lockwood Blvd. Oviedo FL 32765	2/23/2023
	Flagler County Schools	
#103026 - Old Kings Elementary Swings ~ ORDER	Old Kings Elementary 301 Old Kings Road South Flagler Beach FL 32136	2/23/2023
	Martin County School District	
#103029 - Port Salerno Elementary School ~ Playground Revised ORDER	Port Salerno Elementary 3260 SE Lionel Terrace Stuart FL 34997	2/24/2023
	Orange County Public Schools	
#103031 - PIP Repair Kits Hungerford ES	6501 Magic Way South Area Maintenance - Bldg. 700 Orlando FL 32809	2/24/2023
	Orange County Public Schools	
#103032 - PIP Repair Kits Hungerford ES	6501 Magic Way South Area Maintenance - Bldg. 700 Orlando FL 32809	2/24/2023
	School District of Palm Beach County	
#103042 - Sunrise Park Elementary ~ Post Pads ORDER	Fulton-Holland Educational Services Center 3300 Forest Hill Boulevard A-323 West Palm Beach FL 33406	3/1/2023
	Saint Lucie County Public Schools	
#103056 - Stepped Platform for River's Edge ES (St Lucie Co)	River's Edge Elementary 5600 N.E. Saint James Drive Port Saint Lucie FL 34983	3/7/2023
#103058 - Pre-K Area ~ 4' FS Slide & Borders & 5-12 Borders	Masters Academy of Vero Beach 1105 58th Ave Vero Beach FL 32966	3/7/2023
	School District of Palm Beach County	
#103063 - Tube Slide Entrance Panel Loxahatchee - GT# 5313007	3300 Summit Boulevard West Palm Beach FL 33406	3/8/2023
	Brevard County School District	
#103065 - Hardware for Freedom 7 Playground	Freedom 7 Elementary School 400 4th Street South Cocoa Beach FL 32931	3/9/2023
	Collier County Public Schools	
#103067 - Space Module Replacement for Manatee ES - GT# 1292025	Manatee Elementary 1880 Manatee Road Naples FL 34114	3/9/2023
#103083 - Crawl Tube Section for Wadsworth ES - GT# 2045001 (2012)	Flagler County Schools 245 Education Way Bunnell FL 32110	3/14/2023
	Cobb County School District	
#103109 - Interactive Panel GT # 7133459	560 Glover Street Marietta GA 30060	3/24/2023
	Pasco County District School Board	
#103111 - Touch-Up Paint for Schrader ES	11041 Little Rd. New Port Richey FL 34654	3/24/2023
#103114 - Park Avenue Christian Academy ~ Playground (Revised) ORDER	Park Avenue Christian Academy 2600 S. Park Avenue Titusville FL 32780	3/24/2023
#103116 - Rock Spring Elementary -	Rock Spring Elementary School	3/27/2023

Additional Poured Rubber	372 Highway 95 Rock Spring GA 30739	
#103117 - Woodward Elementary Playgrounds ORDER	Volusia County Schools 1201 S Woodward Ave Deland FL 32701	3/27/2023
#103118 - Layer Elementary ~ Order	Seminole County Public Schools Layer Elementary 4201 State Road 419 Winter Springs FL 32708	3/27/2023
#103129 - Parts for Integrated Shades & Wear Mats - GT# 7167100 (2017)	Saint Martha School (aka Bishop Nevins Academy) 4380 Fruitville Rd Sarasota FL 34232-1623	3/31/2023
#103130 - Davis Elementary ~ 2-5 Playground Area & Swing Area ORDER	Davis Elementary School 5491 Highway 301 Trenton GA 30752	3/31/2023
#103131 - Davis Elementary School ~ 5-12 Playground Area Revision 2 ORDER	Davis Elementary School 5491 Highway 301 Trenton GA 30752	3/31/2023
#103142 - Swainsboro Primary Early Learning ~ FS Shade ORDER	Emanuel County Board of Education Early Learning Center 308 Tiger Trail Swainsboro GA 30401	4/11/2023
#103150 - Replacement SunBlox Fabric for Poinciana ES - GT# 9121107	Collier County Public Schools 2825 Airport Rd S Naples FL 34105	4/12/2023
#103158 - Deck and Bridge Replacements GT # 0129403	Alachua County School Board 3700 NE 53rd Avenue Gainesville FL 32609	4/13/2023
#103166 - Replacement Parts - GT# 9189423 (1999)	Royal Palm Academy 16100 Livingston Rd. Naples FL 34110	4/17/2023
#103168 - Forklift/Flatbed Delivery Charge	Masters Academy of Vero Beach 1105 58th Ave Vero Beach FL 32966	4/17/2023
#103178 - Outdoor Classroom Shade - Hyper Option	Wicklow Elementary School 100 Placid Lake Dr Sanford FL 32771-4446	4/18/2023
#103179 - Timbercrest Elementary ~ Shade ORDER	Volusia County Schools P.O. Box 2118 Deland FL 32721	4/18/2023
#103180 - Eastbrook Elementary	Seminole County Public Schools Eastbrook Elementary 5525 Tangerine Avenue Winter Park FL 32792	4/19/2023
#103181 - Eastbrook Elementary School - 5-12	Seminole County Public Schools Eastbrook Elementary 5525 Tangerine Avenue Winter Park FL 32792	4/19/2023
#103184 - Replacement Decking for Evans ES - GT# 0153412A	Seminole County Public Schools 400 E. Lake Mary Blvd. Sanford FL 32773	4/21/2023
#103185 - Replacement Parts for Fred Wild ES - GT# 4081127 (1994)	Highlands County Schools 2120 E.O. Douglas Avenue Sebring FL 33870	4/21/2023
#103191 - Replacement Shade Fabric for Cypress Creek ES - GT# 1266100 ORDER	Volusia County Schools Cypress Creek Elementary 6100 South Williamson Blvd Port Orange FL 32128	4/24/2023

Management Team

Territory Sales Manager - Natalia Cuervo. Natalia serves 3 counties throughout Southeast Florida for Dominica Recreation Products/GameTime. With an in-depth, consultative approach, Natalia works directly with each project contact. She conveys the vision, requirements, budget, and specifications to our project managers to create a design that is comprehensive and exciting.

Project Manager - Rob Dominica. President DRP-Registered Authorized Officer for all GameTime contract sales in Florida. Rob has been managing projects since 1995. Member of ASTM Committee on Public Playground Equipment and an NPSI certification holder. He will design and ensure that all playgrounds are ADA-compliant and that the design is done with the City's wishes and requirements in mind. He ensures that the proper equipment is ordered, and all drawings are complete and ready to submit for permitting.

Contract Administrator - Courtney Crawford. Courtney will help with all contract requirements including, Certificates of Insurance, building permit applications, and NOC. Being in contact with the city on any forms required for permits. Helping to coordinate from sales to installation.

Supervisor of Installation – Donald West. Donald has supervised the installation of over 7,000 playgrounds in Florida over the past 15 years. D.W. Recreation Group, Inc. is a certified GameTime installer for the State of Florida. Donald's crews are certified, badged in the States of Florida, and have been installing playgrounds for 15-plus years.

Our Plan & Approach

Dominica Recreation Products/GameTime

Our philosophy and approach, here at Dominica Recreation Products has always been a multi-tiered team focus, working alongside our clients to bring the vision, specifications, and scope of each project to fruition.

For over 53 years, throughout Georgia and Florida, we've served over 54,000 orders efficiently, professionally, and completely. On average, we manage over 500 projects/clients in real-time with six local Territory Managers, three dedicated installation teams, three in-house project managers, a bid specialist, two exclusive customer service professionals, and other support staff throughout Dominica Recreation Products and GameTime.

Our Territory Manager Natalia Cuervo is local to your project. She visits the site most times on multiple occasions to take lots of photos and precise measurements. She's there to communicate with you locally and respond quickly when needed.

Those pictures and measurements, along with the vision and scope of a bid such as this one, are communicated to our senior project manager, who will design a playground according to your specifications, budget, space, access, vision, site conditions, surfacing, installation, permits, drawings and so on.

With that, a top-view drawing is created to make sure everything fits properly and safely with compliant access. From there, the bid proposal is created, showing all equipment, discounts, freight, installation, tax, etc. Once that is completed, a 3-D color rendering is created to show what the completed project will look like from multiple angles.

Once the project is ordered, GameTime manufactures the system as specified and ships it to the site, where our exclusive certified installer is local to your project.

For the life of the project, many years down the road, we will be with you in full communication, access, and responsiveness.

Tab D

Subcontractor Certified Installer.....	Page 108
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Subcontracting Timeline.....	Page 110

NOTICE TO ALL –

D.W. Recreation, Inc. is a licensed and certified installer for PlayCore Branded Products. They have passed their training seminar and have provided all necessary insurance certificates to be listed as the certified installer. Valid January 2023 through January 2026.

The brands and products **D.W. Recreation, Inc.** is certified to install include (but are not limited to) :

GameTime

GTFit

GTImpax

PlayWorx

UltraSite

UltraPlay

UltraShade

UltraShelter

Bark Park

GT Grandstands

Everlast Climbing Walls

Dero Bicycle Racks



Signed and certified

Rob Dominica

03/01/2024

Rob Dominica
President/DRP

Date

TYPICAL TIMELINE FOR PLAYGROUND EQUIPMENT AND INSTALLATION - VILLAGE OF KEY BISCAYNE

Project Steps	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 8	Week 9-13	Week 14-15	90 Days after Install
Site Contractor Begins Work	N/A									
Village of Key Biscayne Issues the Order for Play Equipment										
Dominica Recreation Submits Factory Order										
D.W. Recreation Does Pre-Construction Inspection										
D.W. Recreation Does. 2nd Site Inspection										
Receive Order & Manufacture Equipment										
Transit Time Delivery										
Receive & Install Equipment & Surfacing										
Punch List Installation Inspection										
Open Playground										
90-Day Five Star Inspection										
Warranty Work As Required										

Project Teams:

Village of Key Biscayne
Dominica Recreation Products

D.W. Recreation
GameTime Plant



AFTER YOU PLACE YOUR ORDER

What to expect in the schedule of events that take place after your order.

THE TIMELINE

Once your order is received, it is sent to the company headquarters in Fort Payne, Alabama.

You will receive a confirmation letter, confirming your order and the projected delivery date. If you have included installation in your order, an installer will also contact you before the order ships to confirm the details regarding

- site preparation requirements
- surfacing type and depth
- underground utility locations
- coordination with other trades
- accessibility to the site for delivery/installation.

Your order will ship via common carrier 24-45 days after its acceptance into the GameTime system. Depending on how far from Fort Payne, Alabama you are located, the order should arrive in 3-10 days after shipment.

Your freight carrier will contact you 24 hours in advance of the delivery. You will need 2-4 people to help you unload. Heavier items like the MegaRock® might require additional helpers.

Your equipment will arrive in large consolidated boxes. You may want to break them open on the truck and unload piece by piece for easier handling. Be sure to locate the box labeled "Installation Instructions Inside" and set it aside.

You will also want to make sure you have a secure location to store all your equipment until the installation day. Your driver will give you a bill of lading, documenting the number of boxes, as well as a listing of component number of the parts that you should have received. Before signing the receipt, you'll want to inventory the shipment and note any missing items on the bill of lading before the driver leaves.



VILLAGE OF KEY BISCAINE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Professional Engineering Services for Post Construction
Biological Monitoring Services

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute a work order to Moffatt & Nichol Ocean Engineering, for the permit required for post construction biological monitoring associated with the 2024 beach re-nourishment, issued pursuant to the competitively awarded continuing professional engineering services contract for the provision of coastal engineering services. The total fee for these services is an amount not to exceed \$60,077.00. Funding is allocated from the FY23/24 Adopted Budget and is reimbursable by the Florida Department of Environmental Protection.

BACKGROUND

The scope of services for the Year 1 biological monitoring associated with the 2024 beach re-nourishment was submitted with participation from Moffatt & Nichol's sub consultant, Smart-Sciences (biological monitoring). Moffatt & Nichol, Inc. ("M&N") provides overall coastal engineering services for the Village related to design and construction of beach renourishment and dune restoration.

M&N worked with the Village to estimate erosion losses due to Hurricanes Ian and Nicole (as well as two unnamed storms in November and December 2023), assisted the Village with an assessment of the beach and assisted in securing funding for the eroded beach volume. The State of Florida Beach Management Funding Assistance Program (BMFAP) provided funds for the necessary beach renourishment and Legislative appropriations were used for 2024 beach re-nourishment. The permit requires three consecutive years of post-construction monitoring of the 2024 beach renourishment.

On January 23, 2024, the Village Council approved a beach nourishment project consisting of approximately 25,000 cubic yards of beach compatible sand fill, placed along the Atlantic Ocean within the Village. Compliance with Permit(s) issued for the 2024 beach re-nourishment effort specified three (3) years of post-construction biological monitoring to document any environmental changes resulting from the beach re-nourishment. Biological monitoring must occur during the peak seagrass growing period (July-August) but preferably July given variable weather conditions in later summer months. Year 1 post-construction monitoring is scheduled for



VILLAGE OF KEY BISCAINE

completion in July or August 2024.

Moffatt & Nichol has provided a Scope of Services (May 24, 2024), attached as Exhibit "A", pursuant to the Continuing Professional Services Agreement it has with the Village. The scope of services for the project consists of the following tasks:

- Part 1a - 2024 Post Construction Biological Survey (year 1)
- Part 1b - 2024 Post Construction Biological Reporting (year 1)
- Part 1c – 2024 Post Construction Biological Monitoring (agency meetings)

Table 1 Professional Fees

Part	Description	Type	Fee
1	2024 Biological Monitoring		
1a	2024 Biological Monitoring	Lump Sum	\$33,497.00
1b	2024 Biological Monitoring Report	Lump Sum	\$22,729.00
1c	2024 Biological Monitoring Meetings	Hourly, Est.	\$3,551.00
	Reimbursable Estimate		\$300.00
	TOTAL FEE ESTIMATE		\$60,077.00

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

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR BIOLOGICAL MONITORING AND REPORTING SERVICES RELATING TO THE 2024 BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$60,077; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2021-08 (“RFQ”) for continuing professional services relating to architecture and engineering services; and

WHEREAS, pursuant to the RFQ, the Village Council selected Moffatt and Nichol, Inc. (the “Consultant”) as one of the consultants to provide continuing professional services relating to architecture and engineering services and authorized the Village Manager to execute an agreement with Consultant; and

WHEREAS, the Village requires coastal engineering services for biological monitoring and reporting services (the “Services”) for the 2024 Beach Renourishment Project (the “Project”); and

WHEREAS, the Consultant has provided a proposal, attached hereto as Exhibit “A” (the “Proposal”), to perform the Services for the Project; and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work order for the provision of the Services for the Project in an amount not to exceed \$60,077, consistent with the Proposal, attached hereto as Exhibit “A,” and the continuing professional services agreement entered into between the Village and Consultant; and

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

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

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

Section 2. **Authorization.** That the Village Manager is hereby authorized to issue a work order to the Consultant for the provision of the Services for the Project in an amount not to exceed \$60,077, consistent with the Proposal attached hereto as Exhibit “A” and the continuing professional services agreement.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A



2937 SW 27th Avenue, Suite 101A
Miami, FL 33133

(305) 230-1924

P241256

May 24, 2024

Roland I. Samimy, Ph.D.
Chief Resilience and Sustainability Officer
Village of Key Biscayne
88 W McIntyre St, Suite 250
Key Biscayne FL, 33149

Via e-mail: rsamimy@keybiscayne.fl.gov

**Subject: CONSULTING SERVICES RELATIVE TO THE VILLAGE OF KEY BISCAYNE
EMERGENCY BEACH RENOURISHMENT, MIAMI-DADE COUNTY, FLORIDA**

Dear Dr. Samimy:

This is to submit a proposal for consulting services relative to the post-construction biological monitoring surveys. Moffatt & Nichol (M&N) has been retained by the Village of Key Biscayne (Village) to provide design, permitting, and construction administration services relative to the emergency beach nourishment (Project) event to address erosion experienced after Hurricanes Ian and Nicole in 2022. Sand placement has been completed on April 18th, 2024. After construction completion, the post-construction biological monitoring will be performed in order to fulfil the environmental permit conditions related to the 2024 beach nourishment event. Post-construction physical monitoring task has been covered by proposal P240856, submitted to the Village on May 6th, 2024, and is currently waiting for approval. The following work task outline the scope of services to be performed for the Village by M&N:

EXHIBIT "A" – SCOPE OF SERVICES

Part 1 – 2024 Biological Monitoring

The M&N team shall conduct a biological monitoring survey to delineate the approximate western extent of seagrass and a qualitative survey for seagrass in accordance with the Biological Monitoring Plan (BMP) for the 2024 Village of Key Biscayne Emergency Beach Renourishment Project revised August 3, 2020. The survey limits are from FDEP survey control monuments R-102 through R-108 with control areas south of R-110 and north of R-100 and shall follow the methodology for marine benthic surveying based on the National Marine Fisheries Service (NMFS) Recommendations for Sampling *Halophila Johnsonii* at a Project Site (NMFS, 2002), using

the "large area" protocol and consistent with past survey methods using the Braun Blanquet (BB) technique.

The western seagrass edge mapping shall occur adjacent to the re-nourishment area between FDEP survey control monuments R-102 and R-108 Approximately 5,245 feet (1,653.5 meters) of shoreline shall be surveyed to locate the western extent of the submerged aquatic vegetation (SAV). The western edge shall be delineated and recorded using Differential Global Positioning System (DGPS) for analysis and mapping purposes.

Snorkeling and SCUBA will be utilized for all transects and shoreline delineation. Tidal conditions may influence the pace at which the effort can be accomplished. Should adverse conditions be encountered, additional time may be required. This would be necessary if extreme tides, Village events, excessive sargassum, marine/pedestrian traffic, and/or poor visibility are encountered, which would make surveying this area dangerous and pose a safety risk to staff. Please note that additional time if required to survey these areas shall require additional fees.

- a. **2024 Biological Monitoring:** M&N will coordinate with Smart-Sciences, Olin Hydrographic Solutions, Inc., and the county, state and federal regulatory agencies relative to the biological monitoring event to be conducted in the summer of 2024, as well as perform associated analysis and reporting. July is noted as the preferred month for completion of the biological survey fieldwork in the FDEP-approved BMP dated August 3, 2020; however, within the timeframe of June 1st to September 30th is acceptable. M&N will coordinate with Smart-Sciences and the regulatory agencies relative to data collection methodology and analysis scope based on the updated FDEP-approved BMP. Miami-Dade County DERM requires a summer 2024 post-construction monitoring survey and report with comparison to the 2023 pre-construction data set.
- b. **2024 Biological Monitoring Report:** M&N will coordinate with Smart-Sciences for the drafting of the Biological Monitoring Report, and the report will be reviewed by M&N scientists. The final monitoring report will be produced and submitted by Smart-Sciences directly to the agencies. M&N will assist in organizing the pertinent submittals to each agency, per their pre-construction and/or post-construction reporting requirements.
- c. **2024 Biological Monitoring Meetings:** M&N will participate in conference calls and meetings as requested by the regulatory agencies and/or directed by the Village to review the post-construction monitoring/pre-construction biological survey schedule and process and to address any questions or concerns. Approximately fourteen (14) hours are budgeted for this effort.

Deliverables: Biological Monitoring Report

EXCLUSIONS

The 2024 Physical Monitoring is under M&N proposal P240856 and is, therefore, excluded from this scope.

GENERAL

Contract Terms

This proposal is subject to the contract terms within the "Agreement" dated October 13, 2021 with the Village. While we make every effort to keep our fees within estimates quoted, additional costs may be incurred due to circumstances beyond our immediate control, including but not limited to, rule or procedural changes, Project team or agency staff delays, and legal actions.

Schedule

The schedule for the Year 1 post-construction biological monitoring/permit compliance consulting services is approximately three (3) months, although the regulatory agencies sometimes take up to 1 year to review the submitted reports.

Professional Fees and Expenses

Professional Fees are summarized in Table 1. Expenses will be invoiced at cost and are estimated at \$300.

If you wish for us to provide these services, please provide a work order in the standard format for this Project, which will serve as our Authorization to Proceed. Should you have any questions regarding this proposal, please do not hesitate to contact Mario Grune at (786) 725-4188 or mgrune@moffattnichol.com or me at (786) 725-4180 or tblankenship@moffattnichol.com.

Sincerely,
Moffatt & Nichol, Inc.



T. K. Blankenship, P.E.
Vice President

TKB:AJC

Enclosure: Attachment 1

Table 1 Professional Fees

Part	Description	Type	Fee
1	2024 Biological Monitoring		
1a	2024 Biological Monitoring	Lump Sum	\$33,497.00
1b	2024 Biological Monitoring Report	Lump Sum	\$22,729.00
1c	2024 Biological Monitoring Meetings	Hourly, Est.	\$3,551.00
	Reimbursable Estimate		\$300.00
	TOTAL FEE ESTIMATE		\$60,077.00

Attachment 1

Date: 05/24/24

0%
0%

251



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

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

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Eric Lang, Fire Rescue Chief 
RE: Urban Area Security Initiative Equipment purchase of Chevrolet Tahoe for Fire Rescue Department

Village Manager
Steven C. Williamson

RECOMMENDATION

I recommend that the Village Council approve the purchase of a new Chevrolet Tahoe 4x4 Diesel as an Emergency Management Support Vehicle not to exceed in \$65,390. The funding source will be from Urban Area Security Initiative (UASI) funding in the amount of \$60,000 and the remaining balance will be funded from the FY24 Capital Improvement Plan (CIP) Budget originating from a bequest by Mr. Robert “Bob” Bristol.

BACKGROUND

The Fire Rescue Department has the responsibility of Emergency Management for the Village. This UASI funded purchase of a vehicle will be assigned to Emergency Management and will be used during flash flooding and preparing and responding to disaster as an all-hazard support vehicle. The 4 x 4 diesel has been determined within Emergency Management to be the most capable and reliable vehicle.

Four quotes have been received from different dealerships with prices ranging from \$59,586 to \$65,390 for vehicles that are currently in stock. The dealers include Beaver Chevrolet (\$62,603), Maroone Chevrolet (\$59,586), and Reliable Chevrolet with two available vehicles (\$63,605 and \$65,390). It is important to note that while alternatives have been explored, vehicles fitting our requirements and specifications are currently in limited stock and may become unavailable at any point during the approval process. To mitigate the risk of losing access to suitable options, we are requesting approval for the maximum amount to ensure timely acquisition. If a less expensive vehicle that is similarly equipped is available, the Department will seek the less expensive option. All four vehicles quoted in “Exhibit A” meet the purchase criteria.

Traditionally the Village uses the Florida Sheriffs Contract or Sourcewell’s National Fleet Auto Group contract. The vehicle needed is not readily available via these contracts.



VILLAGE OF KEY BISCAYNE

FUNDING

Funding originates from the Urban Area Security Initiative approved by the Village Council on April 9, 2024. The remaining funding originates from Mr. Robert “Bob” Bristol bequest to Key Biscayne’s Fire Rescue to be used to support Fire Department operations. The funding was donated and placed in Village of Key Biscayne budget line item 301.22.522.64025.000000. There is currently \$10,000 remaining in this line item.

“Capital Improvement Plan (CIP) – Public Safety Vehicles” in the FY24 Budget.

Budget Line	Item	FY23-24 Budgeted	FY23-24 Requested
301.22.522.64025.000000	Capital Improvement Plan (CIP) – Fire Dept. High Water Vehicle	\$95,000.00	\$5,390.00
	UASI Funding – Equipment FY 2021 and 2022	\$60,000.00	\$60,000.00

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

RESOLUTION NO. 2024-_____

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF
THE VILLAGE COUNCIL OF THE VILLAGE OF KEY
BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF
A CHEVROLET TAHOE 4X4 DIESEL VEHICLE FROM
MAROONE USA, LLC IN AN AMOUNT NOT TO EXCEED
\$65,390; PROVIDING FOR AUTHORIZATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne (“Village”) desires to purchase a Chevrolet Tahoe 4x4 Diesel Vehicle (the “Vehicle”) for Emergency Management Support for the Fire Rescue Department; and

WHEREAS, the Village solicited quotes from various dealerships for the Vehicle; and

WHEREAS, Maroone USA, LLC (the “Vendor”) provided the lowest quote, attached hereto as Exhibit “A” for the purchase of the Vehicle in the amount of \$59,586 (the “Quote”); and

WHEREAS, due to the nature of the Vehicle’s production and existing supply chain issues, certain vendors may not have the required Vehicle available within the timeframe required by the Village; and

WHEREAS, Village Council desires to authorize the Village Manager to purchase the Vehicle from the Vendor consistent with the Vendor’s Quote, or, if an agreement for the purchase of the Vehicle from the Vendor cannot be reached, to negotiate the purchase of the Vehicle from the next lowest, responsive and responsible vendor until an agreement for the purchase of the Vehicle in an amount not to exceed \$65,390 is reached; and

WHEREAS, the Village Council finds that this Capital Project Authorizing 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. The Village Council hereby approves the purchase of the Vehicle.

Section 3. Authorization. The Village Council hereby authorizes the Village Manager to purchase the Vehicle from the Vendor consistent with the terms and conditions of the Quote attached hereto as Exhibit "A." If the Village Manager cannot reach an agreement for the purchase of the Vehicle from the Vendor, the Village Manager is authorized to negotiate the purchase of the Vehicle with the next lowest, responsive and responsible vendor until an agreement for the purchase of the Vehicle in an amount not to exceed \$65,390 is reached.

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

PASSED and ADOPTED this _____ day of _____, 2024.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

Beaver
CHEVROLET

Date: 5/23/2024
Salesperson: Brian Rowe
Manager: Elijah Bartky

Customer

Name:	Marcos Osorio	Phone:	
Address:		Work:	
Email:	mosorio@keybiscayne.fl.gov	Cell:	

Vehicle

Stock:	R236851	New/Used:	New
VIN:	1GNSKMKT8RR236851		
Vehicle:	2024 CHEVROLET TAHOE		
Type:	4D WAGON LS 4WD (1LS) (CK10706)		
Mileage:	5	Color:	Summit White

Trade In

Payoff: \$0.00

VIN: _____

Vehicle: _____

Type: _____

Mileage: _____ Color: _____

Market Value:	<u>\$62,685.00</u>
Selling Price:	<u>\$62,685.00</u>
Bid Assistance:	<u>\$1,400.00</u>
Total Purchase:	<u>\$61,285.00</u>
Trade Allowance:	<u>(\$0.00)</u>
Trade Difference	<u>\$61,285.00</u>
Pre Delivery Service Charge:	<u>\$999.00</u>
Electronic Filing Fee:	<u>\$319.00</u>
Registration Fee	<u>\$0.00</u>
Total Price:	<u>\$62,603.00</u>
Trade Payoff:	<u>\$0.00</u>
Deposit:	<u>(\$0.00)</u>
Balance:	<u>\$62,603.00</u>

Customer Approval

Management Approval

By signing this authorization form, you certify that the above personal information is correct and accurate and authorizes the release of your information to the above listed agency for the purpose of conducting an investigation. The release of your information is limited to the information requested and is not to be used for any other purpose. The release of your information is not to be used for any other purpose. The release of your information is not to be used for any other purpose.



Marcos Osorio
Miami, FL 33101
H: (786) 858-0970
mosorio@keybiscayne.fl.gov



Stock # T110246

2024 Chevrolet Tahoe

Color: Summit White, 5 Miles VIN: 1GNSKMKT8RR110246

Cash

	Balance Due
\$0	\$59,586

Retail Price:	\$63,185.00
Mike Maroone Discount:	\$5,000.00
Selling Price	\$58,185.00
Tag, title & filing fee:	\$405.50
Dealer Handling Fees:	\$995.00
Total Balance Due:	\$59,585.50

Customer Signature

Date

Manager Signature

Date

Payments are estimates and are based on approved credit, program eligibility, and manager acceptance.



**ENGINE, DURAMAX 3L TURBO-DIESEL
TRANSMISSION, 10-SPEED AUTO**



Prepared For:

Marcos Osorio

Date: 5/23/2024



KEY BISCAVNE, FL 33149

Ph.

Cell. —

Email: mosorio@keybiscayne.fl.gov

VEHICLE PURCHASE INFORMATION		TRADE INFORMATION
Vehicle:	New 2024 CHEVY TRK	(No Trade-in)
Stock No:	RR213215	
VIN:	1GNSKMET3RR213215	
Mileage:	10	
Vehicle Price	\$62,985.00	
Customer Savings	- \$3,000.00	
Selling Price of Vehicle	= \$59,985.00	
Less Rebates(s)	- \$0.00	
Dealer Added Accessories***	+ \$1,695.00	
Cash Price (with Accessories)	= \$61,680.00	
Sales Tax: (estimate)*	+ \$0.00	
Total Fees **	+ \$585.00	
Total Cash Price (estimate)	= \$62,265.00	
Payoff balance of Trade(s) (estimate)	+ \$0.00	
Total Charges (estimate)	= \$62,265.00	

County Discretionary Surtax 1.00000%, Finance Tax 6.00000%, Service Tax 6.00000%, Service Tax (County) 1.00000%

**Fees include: Administration Fee \$585.00

*** Dealer Added Accessories: RELIABLE APPEARANCE PACKAGE \$495.00, TRANSPORTATION \$1,200.00

Customer Approval

Management Approval

Ph. Cell. --
Email: mosorio@keybiscayne.fl.gov

VEHICLE PURCHASE INFORMATION		TRADE INFORMATION
Vehicle:	New 2024 CHEVY TRK	(No Trade-In)
Stock No:	RR274484	
VIN:	1GNSKMKTXRR274484	
Mileage:	3	
Selling Price of Vehicle	= \$63,605.00	
Less Rebates(s)	- \$0.00	
Dealer Added Accessories**	+ \$1,200.00	
Cash Price (with Accessories)	= \$64,805.00	
Sales Tax: (estimate)*	+ \$0.00	
Total Fees**	+ \$585.00	
Total Cash Price (estimate)	= \$65,390.00	
Payoff balance of Trade(s) (estimate)	+ \$0.00	
Total Charges (estimate)	= \$65,390.00	

County Discretionary Surtax 1.000000%, Finance Tax 8.000000%, Service Tax 6.000000%, Service Tax (County) 1.000000%
**Fees Include: Administration Fee \$585.00
*** Dealer Added Accessories: Transportation \$1,200.00



Window Sticker

This is not the final window sticker. It is a preview of the window sticker and is subject to change. The final label will be provided at time of vehicle delivery.





VILLAGE OF KEY BISCAYNE

MANAGER'S REPORT

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

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Manager's Report

Village Manager
Steven C. Williamson

The Manager's Report provides the Council and the community with a monthly update of our focus areas and the status of the critical actions/projects to achieve our 2024 strategic goals and objectives.

1. Chamber Theater (Jeremy Calleros Gauger)

The Village continues to work on transforming the current Council Chamber into a state-of-the-art Council Chamber Theater after the Village Council approved a budget amendment on April 9, 2024, to fund \$236,400 towards this project. The Chamber Theater shall serve as a multipurpose room designed to serve not only as a venue for council meetings but also as a space for community events, performances, and educational programs. This project aims to foster greater community engagement and enhance the usefulness of municipal facilities.

The scope of work encompasses several key phases. Initially, architectural and technical designs will be developed, incorporating stage design, seating arrangements, and lighting systems suitable for both meetings and performances. The interior design will focus on selecting materials and finishes that balance aesthetics with functionality and durability. Following the design phase, the construction and renovation will commence with careful to accommodate the proposed design. Included is a proposed timeline for the entirety of the project.

No.	Event	Date
1	Advertisement/ Distribution of RFP	June 13, 2024
2	Non-Mandatory Pre-Conference Meeting	TBD
3	Closing Date for Bidder Questions	June 27, 2024 at 9:00 AM
4	Village's Answers to Questions by Bidders	July 03, 2024
5	Proposals Due and Opening on Zoom	July 16, 2024 at 11:30 AM
6	Staff Member's Review of Technical Proposals	July 23, 2024
7	Reference Checks	July 23, 2024
8	Evaluation Committee Meeting	July 30, 2024
9	Presentations	TBD



VILLAGE OF KEY BISCAINE

10	Final Selection/Rank	August 06, 2024
11	Award Recommendation to Village Council	August 27, 2024
12	Contract Negotiation	September 2024
13	Permitting	September 2024
14	Commence Work	October 2024
15	Start Construction	November 2024

2. St Agnes Turf (Todd Hofferberth)

The Village Council approved a budget amendment on April 9, 2024, to fund the installation of artificial turf on the St. Agnes Athletic Field in the amount of \$1,700,000. The Village is in the process of bringing on a project manager to develop the scope of work, assist in the acquisition phase and oversee the project. Several artificial turf firms have expressed interest in the project and conducted site visits to obtain site specific information. The project specifications are being prepared to initiate the procurement process.

3. Solar Street Light Pilot Test (Cairo Cangas)

The Village researched available solar-powered street lighting companies to determine the feasibility of such installations. The Village met with First Light Technologies Ltd. on May 23, 2024, during which meeting, the vendor explained the advantages and disadvantages of these installations. The Village has provided the vendor with the intersection of Woodcrest and Hampton Lane as the pilot location for the vendor to design a pilot project and provide an estimated cost. This intersection was chosen as it is an area with larger solar capture capacity, it consists of a four-leg intersection and has a pedestrian crosswalk. The design and cost estimate will be presented to the Council once received.

4. Elevator Repair (Cairo Cangas)

The contractor started repairing the Council Chamber Elevator in late May. It is expected that the elevator will be operational by mid-June. During the repairs the contractor identified that a pump must be installed to keep water out of the elevator pit. Additional work will need to be done to mitigate water accumulating in the elevator pit. The scope of the work and cost will be determined.

5. Stormwater Generator Landscaping Plan (Cairo Cangas)

The proposed site for the generator at E. Heather Dr. is secluded (approximately 100' east of Atlantic Rd) and does not experience much traffic. Nevertheless, the Village Manager and the BZP and PW Directors performed a site visit to evaluate the possibility of making the structure more aesthetically pleasing. One proposed solution is to eliminate the elevated platform and encase the generator in a floodproof structure at grade made to look like an island house. The total height of the current design (simple platform) is approximately 8 ft tall. The proposed floodproof structure may be taller because the walls must meet the BFE + 2 ft requirement and would include a pitched roof corresponding with the aesthetics of an island house. The total height will depend on the steepness of the pitched roof design, but the aesthetics will be improved. In addition, the structure may



VILLAGE OF KEY BISCAINE

Additionally, the side of the structure that abuts the beach access path could have a bench and water fountains for people and dogs.

Since the project is partially funded by a Hazard Mitigation Grant Program (HMGP) grant originating from the Federal Emergency Management Agency (FEMA) and administered through the Florida Department of Emergency Management (FDEM), any changes to the proposed design or increases in cost will trigger a re-evaluation of project scope and cost by FDEM and FEMA. To pursue enclosing the generators in a structure (island house), the Village will first ask FDEM to clarify if building a structure around the generator is a form of floodproofing instead of elevating the generator above BFE + 2 ft will be acceptable to FEMA.

If permitted by FEMA, the Village will coordinate with its Procurement Officer and Grant Manager to determine whether the project would need to be re-bid given the change in scope to be compliant with federal requirements. If the Village can proceed with the same vendor, assuming the vendor has the expertise to design the structure, the additional cost associated with the structure will need to be evaluated and approved by FDEM regardless of the fact that the Village would cover any increase in cost.

Based on recent coordination with FDEM, the budget increase approval process does not have a set timeline but can take several months. Because the HMGP grant has a hard stop date for project completion of January 31, 2026 (including permit closeout and FEMA acceptance of finished project), there is a substantial risk that changing the design may cause the Village to be found non-compliant with the grant agreement period of performance and face financial penalties.

The proposed site for the generator at Ocean Ln. Dr. is in the middle of a traffic median. During the site visit by the Village Manager and the BZP and PW Directors, it was agreed that the best course of action was to shield it from view by using tall dense vegetation. The site is not conducive to the inclusion of any pedestrian features because it is in the middle of a traffic median. Nevertheless, the option to construct it as a floodproof structure at ground level is still going to be considered. The same review and approval process as with the previous generator applies. If the Village decides dense vegetation is an acceptable means of screening the infrastructure, there would likely be no need to adjust the cost estimate for the project and therefore, no time would be lost in the completion of the project.

The PW Director contacted a local drainage design engineering firm with recent experience with floodproof generator/control panel structures to ascertain the approximate cost for these structures. Based on their experience, each structure can cost approximately \$300,000 to construct, and their design can range from \$50,000-\$75,000. Also, in their experience, they were still required to locate the floodproof access door/hatch above base flood elevation with exterior and interior stairs to have access in case of an emergency during a flood event.



VILLAGE OF KEY BISCAYNE

6. Beach Park (Colleen Blank)

Design review: Beach Park Phase 1 improvements include the full renovation of the pavilion and restrooms as well as the removal of the ramped boardwalk, replaced by an at grade path to the beach side of the park. A ramp around the pavilion will be added to provide ADA access to the pavilion's first floor. See images attached for more details and renderings. The ADA ramp is designed into the steps on the east side of the pavilion.

General Requirement Schedule of Values:

Shower Area:				
1	New Shower Pad	190	SF	959.00
2	Relocated Showers	2	EA	5,814.00
3	New Benches (Limestone)	2	EA	5,462.00
4	New Drainage System	1	EA	2,500.00
TOTAL SHOWER AREA				\$ 14,735.00
Beach Pavilion				
26	Pavillion structural scope. not listed below	1	LS	91,507.00
27	Full Roof replacement	2583	SF	103,904.00
28	Roof added to the top	137	SF	5,190.00
29	Railings Replacement	98	LF	15,350.00
30	Structural Modification to the columns (Transfer Beams,	47	LF	4,000.00
31	New Concrete Path	941	SF	8,480.00
32	Demo Existing ADA Ramp + Adjacent Steps	941	SF	3,180.00
33	Pour New ADA Ramp	263	SF	8,000.00
34	Pour New Concrete Stair	108	SF	9,500.00
35	New Lighting	10	EA	17,578.00
36	Install Electrical Outlets	4	EA	2,000.00
37	Interior column cladding	4	EA	51,170.00
38	Add transfer beam	4	EA	87,000.00
39	Hose Bib	1	EA	7,000.00
40	Landscape (Site preparation for planting. Shrub,	1260	SF	54,740.00
41	Demolish Interior Structure	2720	SF	40,215.00
42	Demolish Knee Walls	87	LF	2,132.00
44	Painting	2720	SF	7,840.00
	Rough Carpentry at New Roof	2720	SF	54,167.00
	Helical Piles	4	EA	11,760.00
TOTAL NEW BEACH PAVILION				\$ 584,713.00
General Requirements				
46	Mobilization and Demobilization			12,121.00
47	Administrative			200,764.00
48	Construction Waste Management			5,250.00
49	Construction Permit Allowance			40,000.00
50	10% Contingency			85,000.00
51	Overhead, Profit, Bonding			127,392.00
52	Open Field			
TOTAL GENERAL REQUIREMENTS				\$ 470,527.00
TOTAL PHASE 1 PROJECT				\$ 1,069,975.00

Security Measures – Time Locks and Sensors: Includes access control for three doors – the guard house at the entry and both bathrooms. Vendor TBD, Cost (\$15-20K), Source of Funding TBD.



Usage Mitigation Plan

Beach Park is enclosed by an existing fence so the only additional fencing for construction would be installed on the east side of the site as a temporary fence. This fence would be a standard 6 ft high chain-link with windscreen. The temporary fence and existing beach park boundary fence will seal off the construction site completely while the contractor is moving dirt, having equipment running, and performing the work. The area in dashed black in the image below will need to be free of all non-construction personnel from a liability standpoint. Park goers will be able to continue to use the east side of the red dashed line in the park (beach access side – see image below). The dumpster will be sited in front of the maintenance vehicle access point on the northwest side of the park.





VILLAGE OF KEY BISCAINE

MEMORANDUM

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

DATE: June 11, 2024
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: FPL Village Feeder Hardening Recommendation

Village Manager
Steven C. Williamson

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to direct Florida Power & Light (FPL) to consider the hardening of approximately 59 existing poles serving feeder electrical lines from the Power Substation to McIntyre St. along Fernwood Rd. and from Mashta Blvd to Bill Baggs Park along Crandon Blvd per attached map. This recommendation is supported by FPL's lead design engineer for the Overhead/Underground Conversion for the Village of Key Biscayne as part of their Feeder Hardening Program.

BACKGROUND

On January 6th, 2023 FPL provided a preliminary drawing of the undergrounding of all electrical lines in the designated Phase 1 area of the Village as requested to incorporate the utility undergrounding at the same time as the stormwater pipe upgrades installation to reduce the amount of road construction on the same street. At this time, FPL was under direction that the Village would proceed with undergrounding all power lines in the future.

During recent discussions with the area manager for FPL, an option was provided to harden the feeder lines instead of undergrounding them. Hardening the feeders includes replacing existing poles with stronger poles (i.e. concrete), installing additional guy wires to add stability, and adding additional poles to reduce distance between connections.

There are three programmatic options for the hardening of the electrical services for the Village.

1. Village Undergrounding (Existing Plan):
 - a. Schedule determined by Village
 - b. Undergrounding in coordination with stormwater and roadway upgrades
 - c. FPL provides credits of approximately 30% of cost
2. FPL's Feeder Hardening Program:
 - a. Would start in 2025
 - b. Would not interfere with stormwater upgrades
 - c. Costs are covered by FPL and distributed statewide by its customers.



VILLAGE OF KEY BISCAIYNE

3. FPL's Storm Secure Underground Program (SSUP):
 - a. FPL determines schedule and tentatively scheduled to start in 2035
 - b. Work is not continuous and could last up to 30 years
 - c. Would require rework of the roads already completed with the stormwater upgrades.
 - d. Costs are covered by FPL and distributed statewide by its customers.

Photos of hardened vs not hardened power lines are below for reference.

Unhardened:



Hardened:



The recommended feeders to be hardened serve approximately 1200 electrical meters, which represents approximately 15%-22% of the Village. The feeders also serve critical infrastructure to include the Community Center, multiple retail and commercial buildings, and a gas station.

The provided advantages of feeder hardening over undergrounding for Fernwood Rd. are:

- Quicker response for repair after outage
- Can be serviced and repaired during inundated flooding
- This feeder line serves multiple critical infrastructure facilities
- Easier access for routine maintenance and repair
- Receive new hardware to include transformers, which remain aerial
- Upfront cost of overhead hardening is paid by FPL
- More roadway space for underground stormwater and other utilities
- Less disruption to residents during construction
- Can be completed sooner (by 2026)



VILLAGE OF KEY BISCAINE

The disadvantages of hardening over undergrounding are:

- Aesthetically still visible to residents
- Less resistant to wind damage
- Still requires tree trimming maintenance

Based on budget estimates provided from the initial design of undergrounding and standard installation costs, the approximate savings for hardening vs undergrounding are below.

Underground Avoidance: \$1.34 Million

FPL ASRC Credit Avoidance: \$408k (based on 1.3 miles of feeder line)

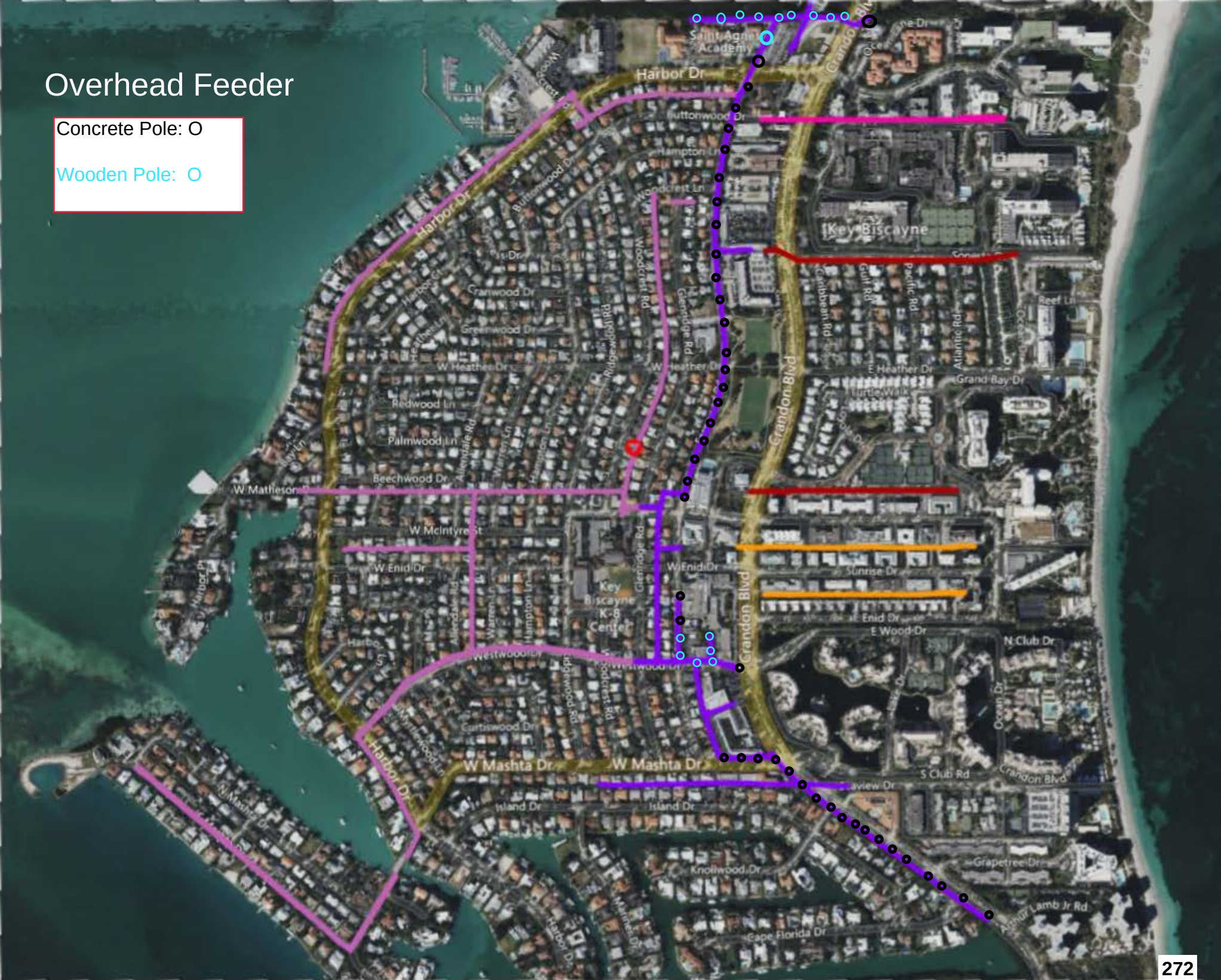
Approximate Total Cost Savings: \$930k

The Feeder Hardening Program will be ending in 2026 and surveying, design, budgeting and permitting must be completed before construction can start. Therefore, FPL is requiring the request to be made by June 12th in order to complete under this program. Additionally, any hardened lines that are completed through the program that are subsequently undergrounded will not be eligible for any credits at that time and may face back charges for the cost of hardware that was incurred during the installation. While no guarantee is provided that all feeder hardening requests can be completed before the 2026 cutoff of the program, the timing of this decision is critical to be considered as part of the program.

Overhead Feeder

Concrete Pole: O

Wooden Pole: O





VKB FY24 Capital Improvement Program
6/5/2024

Project Status			
Complete	On Target	Issues	Problems

Total Active Projects
32

Not Started	Planning/ Monitoring	Procurement	Design	Permitting	Construction	Complete
2	7	10	2	2	1	8

		PHASE	SCHEDULE			BUDGET					FY2024													
PRI	Project	Project Phase	ESD	ASD	ECD	FY24 Budget	FY24 Spent	FY24 Encumbered	FY24 Remaining	Percent Spent/ Encumbered	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	Formulate and Promote Reseilient Infrastructure & Adaptation	Planning		Jul-22	Sep-24	\$ 1,530,194	\$ (1,009,663)	\$ (435,165)	\$ 85,365	94%														
1	Design Zone 1 (K-8) Resilient Infrastructure and Adaptation	Design		Aug-22	Apr-25	\$ 5,078,606	\$ (452,247)	\$ (4,625,190)	\$ 1,169	100%														
1	Install Turf on St. Agnes Field	Planning		May-24	Jan-25	\$ 1,700,000			\$ 1,700,000	0%														
1	Conduct USACE Beach and Back Bay Feasibility Study	Planning		Dec-23	Oct-26	\$ 750,000			\$ 750,000	0%														
1	Repair Council Chamber Elevator	Procurement		May-24	Jul-24	\$ 93,500		\$ (84,928)	\$ 8,572	91%														
1	Replace Key Biscayne Fire Rescue Vehicles #1 & #2	Procurement		Aug-23	Aug-25	\$ 1,200,000		\$ (1,172,382)	\$ 27,618	98%														
2	Monitor Beach and Dunes (FY24 Renourishment Year 1)	Monitoring		Jun-23	Sep-24	\$ 200,000	\$ (83,246)	\$ (41,465)	\$ 75,288	62%														
2	Install Security Cameras at Beach Access Paths and Two LPRs	Permitting		Aug-23	Aug-24	\$ 98,000		\$ (98,000)	\$ -	100%														
2	Design Garden District Drainage Improvements	Procurement		Oct-23	Jun-25	\$ 3,052,520			\$ 3,052,520	0%														
2	Install Access Control System for Village Hall	Procurement		Dec-24	Sep-24	\$ 150,000			\$ 150,000	0%														
2	Reconstruct Harbor and Fernwood Traffic Circle	Planning	Apr-24		Jun-25	\$ 250,000			\$ 250,000	0%														
2	Purchase Village Fleet Vehicles (FY23 / FY24)	Procurement		Oct-21	Sep-24	\$ 462,218	\$ (103,712)	\$ (358,506)	\$ -	100%														
2	Modify Council Chambers for Community Theater	Planning		Jun-24	Dec-24	\$ 236,400			\$ 236,400	0%														
3	Install Stormwater Pump Station Back-up Generators	Procurement		Oct-23	Dec-25	\$ 523,176		\$ (419,109)	\$ 104,067	80%														
3	Replace Under 5 Playground (Phase 1)	Procurement		Jan-24	Nov-24	\$ 200,000			\$ 200,000	0%														
3	Replace St. Agnes Lighting	Construction		Jul-22	Jul-24	\$ 273,900	\$ (47,394)	\$ (226,506)	\$ -	100%														
3	Rehab Public Art	Procurement		Dec-23	Oct-24	\$ 147,871	\$ (4,730)		\$ 143,141	3%														
3	Improve Beach Park Phase 1	Procurement		Sep-22	Sep-24	\$ 1,110,654	\$ (12,743)	\$ (18,145)	\$ 1,079,766	3%														
3	Renovate Fire Station Women's Locker Room	Permitting		Dec-22	Oct-24	\$ 118,000	\$ (19,800)	\$ (98,090)	\$ 110	100%														
3	Repair Community Center Roof	Not Started	Jul-24		Oct-24	\$ 50,000			\$ 50,000	0%														
4	Procure Fire Department High Water Vehicle	Procurement	Jun-24		Jan-25	\$ 95,000		\$ (81,993)	\$ 13,007	86%														
4	Test Stormwater Water Quality Improvement Technologies	Monitoring		Oct-22	Oct-24	\$ 134,578	\$ (14,700)	\$ (68,557)	\$ 51,321	62%														
4	Design Renovation for Building Department Customer Service	Design		Aug-23	Feb-25	\$ 384,743	\$ (28,488)	\$ (39,513)	\$ 316,743	18%														
5	Improve Key Biscayne K8 Athletic Facilities	Not Started	Sep-24		Sep-25	\$ 75,000			\$ 75,000															
3	Replace Telehandler Forklift	Complete		Oct-23	Sep-24	\$ 130,000		\$ (128,000)	\$ 2,000	98%														
3	Develop Crandon Blvd Multi-modal Safety Study and Design	Complete		Jan-23	Apr-24	\$ 132,590	\$ (132,590)	\$ -	\$ -	100%														
1	Renourish Beach and Dunes	Complete		Nov-22	Apr-24	\$ 3,282,837	\$ (2,464,659)	\$ (350,464)	\$ 467,713	86%														
2	Perform Immediate Flood Control & Mitigation (Areas A, B, C, &	Complete		Aug-22	Feb-24	\$ 775,000	\$ (213,763)	\$ (678,253)	\$ (117,016)	115%														
5	Update Village Hall Wayfinding Signage	Complete		Jun-23	Feb-24	\$ 75,000	\$ (70,237)	\$ -	\$ 4,763	94%														
2	Paint Bicycle Lanes on Crandon Blvd	Complete		Feb-22	Jan-24	\$ 59,113	\$ (59,113)		\$ -	100%														
1	Improve Crandon Blvd & Harbor Drive Intersection	Complete		Jan-22	Feb-24	\$ 613,000	\$ (318,038)		\$ 294,962	52%														
3	Replace Basketball System in Community Center Gym	Complete		Jul-23	Jan-24	\$ 40,000	\$ (37,397)		\$ 2,603	93%														
						\$ 23,021,900	\$ (5,072,520)	\$ (8,924,267)	\$ 9,025,113															