VILLAGE OF KEY BISCAYNE

Village Council
Michael W. Davey, Mayor
Brett G. Moss, Vice Mayor
Franklin H. Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

REGULAR COUNCIL MEETING
WEDNESDAY, AUGUST 24, 2022
6:00 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

REVEREND MANDY BRADY
ST. CHRISTOPHER'S-BY-THE-SEA

4. BRIEF COMMENTS BY COUNCIL

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

6. AGENDA:

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

7.A. PROCLAMATION: RECOGNITION OF VILLAGE-WIDE CLEAN-UP EFFORTS BY MANNY RIONDA, ANDREW OTAZO AND HELENA ITURRALDE (VILLAGE COUNCIL)

TAB 1

7.B. SPECIAL RECOGNITION OF SUMMER CAMP STAFF FOR EFFORTS AND MANAGEMENT OF ACTIVITIES (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH AND VILLAGE COUNCIL)

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. JUNE 28, 2022 MINUTES
(SPECIAL COUNCIL MEETING)

TAB 2

8.B. JULY 26, 2022 MINUTES
(REGULAR COUNCIL MEETING)

TAB 3

8.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE GREEN PLAYGROUND EQUIPMENT REPLACEMENT PROJECT;** AND PROVIDING FOR AN EFFECTIVE DATE. (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: Approval

TAB 4

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

9.A.

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 30-112 "SCHEDULE OF DISTRICT, USE, AND SETBACK REGULATIONS," RELATING TO OUTDOOR DINING REGULATIONS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: Approval

(FIRST READING)

TAB 5

9.B.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, ZONING AND LAND DEVELOPMENT REGULATIONS OF THE VILLAGE CODE OF ORDINANCES, BY COMPREHENSIVELY AMENDING, CREATING, AND UPDATING REGULATIONS RELATING TO BICYCLE AND GOLF CART REQUIREMENTS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: Approval

(FIRST READING)

TAB 6

9.C.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 30-197 OF ARTICLE VIII, SIGNS, OF CHAPTER 30 OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE PLACEMENT OF SIGNS ON DECORATIVE ARCHITECTURAL FEATURES;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: Approval

(FIRST READING)

TAB 7

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

RECOMMENDATION: Approval

(FIRST READING)

TAB 8

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

RECOMMENDATION: Approval

(SECOND READING)

(DEFERRED FROM THE MAY 10, JUNE 14 & JULY 26, 2022, REGULAR COUNCIL MEETINGS)

TAB 9

10. RESOLUTIONS:

10.A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN INTERLOCAL MASTER AGREEMENT WITH MIAMI-DADE COUNTY FOR THE COORDINATION OF THE VILLAGE'S RESILIENT INFRASTRUCTURE PROGRAM STRATEGY AND INTEGRATED IMPLEMENTATION PLAN PROJECT AND THE COUNTY'S WATER AND SEWER UTILITY WORK THROUGH INDIVIDUAL JOINT PARTICIPATION AGREEMENTS;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

TAB 10

10.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR INDEPENDENT EXTERNAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED $174,000 OVER THREE (3) YEARS;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: Approval

TAB 11

10.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING THORN RUN PARTNERS, LLC FOR LOBBYING SERVICES RELATING TO BEACH NOURISHMENT AND OTHER RESILIENCE INITIATIVES IN AN AMOUNT NOT TO EXCEED $72,000 ANNUALLY;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE MANAGER)

RECOMMENDATION: Approval

TAB 12

10.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING AKERMAN, LLP FOR LOBBYING SERVICES RELATING TO BEACH NOURISHMENT AND OTHER RESILIENCE INITIATIVES IN AN AMOUNT NOT TO EXCEED $60,000 ANNUALLY;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE MANAGER)

RECOMMENDATION: Approval

TAB 13

10.E.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING NATIONAL MARKETING GROUP SERVICES, INC. FOR HEALTH INSURANCE BROKER SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2022-07 IN AN AMOUNT NOT TO EXCEED $158,000 OVER THREE (3) YEARS;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (HUMAN RESOURCES DIRECTOR JUAN GUTIERREZ AND CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: Approval

TAB 14

10.F.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING AQUATREND POOLS LLC TO PROVIDE POOL REPAIR SERVICES FOR THE COMMUNITY POOL IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $229,695;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: Approval

TAB 15

10.G.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A VARIANCE REQUEST TO ALLOW THE EXPANSION OF A LEGAL, NONCONFORMING STRUCTURE WITH AN EXISTING 7.5-FOOT SIDE SETBACK WHERE 15 FEET IS REQUIRED ON LOTS LARGER THAN 100 FEET IN WIDTH FOR THE PROPERTY LOCATED AT 300 AND 310 GREENWOOD DRIVE;** PROVIDING FOR FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: Approval

TAB 16

11. PUBLIC COMMENTS:

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

12. REPORTS AND RECOMMENDATIONS:

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

MANAGER'S REPORT

TAB 17

1.) SAFE AND SECURE VILLAGE

NO UPDATES TO REPORT

2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE

A. QUARTERLY CODE COMPLIANCE & ENFORCEMENT REPORT (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

B. INCENTIVES FOR STORMWATER AND GREEN INFRASTRUCTURE EASEMENTS (PLAN REVIEWER OLGA GARCIA)

3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS

NO UPDATES TO REPORT

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

A. RICKENBACKER CAUSEWAY CONCEPT PLAN (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE

A. RESILIENT INFRASTRUCTURE INTEGRATION AND IMPLEMENTATION PROGRAM UPDATE (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

6.) EFFECTIVE AND EFFICIENT GOVERNMENT SERVICES

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

B. PROPOSED ENTRY BLOCK REDESIGN AND TRANSITION PLAN (PUBLIC WORKS DIRECTOR JAKE OZYMAN AND CHIEF OF STAFF JOCELYNE MOUSSAVOU)

B. MAYOR AND COUNCILMEMBERS

A. WINTER CONCERT SERIES COMMITTEE (COUNCILMEMBER LAUREDO)

B. BEACH PARK IMPROVEMENTS - DEVELOP LIST OF NEEDS AND DESIRES FOR THE BEACH PARK AND REPORT BACK TO COUNCIL (VICE MAYOR MOSS)

C. KEY BISCAYNE COMMUNITY SCHOOL K-8 - WELCOME NEW ADMINISTRATION (VICE MAYOR MOSS)

D. SCHEDULE A DATE FOR ADMINISTRATION TO PRESENT THE "VILLAGE OF KEY BISCAYNE'S ROUTINE INSPECTION, MAINTENANCE, AND REPAIR PLAN" FOR PUBLIC FACILITY AND PHYSICAL ASSETS (VICE MAYOR MOSS)

C. VILLAGE ATTORNEY

NO UPDATES TO REPORT

13. D. VILLAGE CLERK

13.A. COUNCIL MEETING DATE CHANGE- FROM NOVEMBER 22, 2022 TO NOVEMBER 29, 2022

14. OTHER BUSINESS/GENERAL DISCUSSION

15. SCHEDULE OF FUTURE MEETINGS/EVENTS:

A. 1st BUDGET HEARING
TUESDAY, SEPTEMBER 6, 2022, 6:00 P.M., COUNCIL CHAMBER

B. 2nd BUDGET HEARING
WEDNESDAY, SEPTEMBER 21, 2022, 6:00 P.M., COUNCIL CHAMBER

C. REGULAR COUNCIL MEETING
TUESDAY, OCTOBER 11, 2022, 6:00 P.M., COUNCIL CHAMBER

D. KEY BISCAYNE MUNICIPAL ELECTION
TUESDAY, NOVEMBER 8, 2022, 7:00 A.M. TO 7:00 P.M., GYMNASIUM,

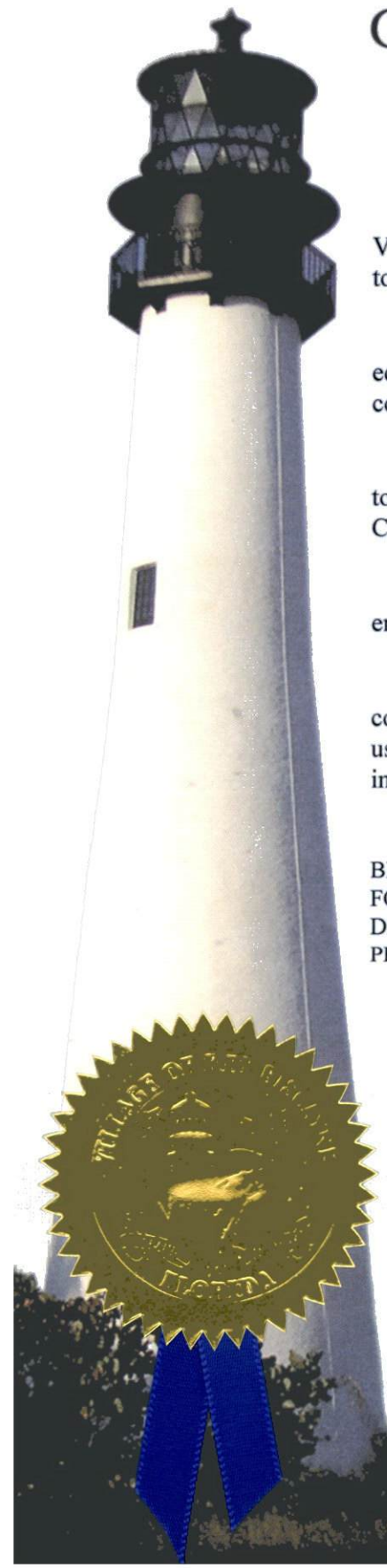
16. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD. II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS. III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (F.S.286.0105). IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

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

Proclamation

OFFICE OF THE MAYOR



WHEREAS, Manny Rionda started FillABag in 2018 as an effort to empower Village residents and visitors to turn their ordinary beach walks into meaningful efforts to clean our beaches; and

WHEREAS, Manny and his organization have worked tirelessly to energize and educate our community to the importance of actively participating in making our community beaches a cleaner, healthier environment; and

WHEREAS, Manny Rionda has worked tirelessly to expand FillABag's operations to other communities throughout the United States, including beginning programs in Cape Cod, Massachusetts and Dauphin Island, Alabama; and

WHEREAS, Manny Rionda has demonstrated a stewardship for our island's natural environment through his efforts; and

WHEREAS, Manny Rionda has continued to exhibit leadership in encouraging our community to be more aware of our impact on our fragile environment, and challenging us to take a more active part in protecting that same environment, which has had a direct impact on awareness and community activism; and

NOW, THEREFORE, I, MICHAEL W. DAVEY, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION OF GRATITUDE FOR MANNY RIONDA FOR HIS EXEMPLARY LEADERSHIP AS WELL AS HIS DEDICATION AND COLLABORATIVE SPIRIT THAT HAS AND WILL CONTINUE TO PROTECT AND ENHANCE THE LIVES OF KEY BISCAYNE RESIDENTS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 24TH DAY OF AUGUST 2022.

MICHAEL W. DAVEY

CREATED & DESIGNED BY ISLAND RESIDENTS: CONCHITA ALVAREZ, JAMES BREWSTER & GEORGE EARL JR.

Proclamation

OFFICE OF THE MAYOR



WHEREAS, Andrew Otazo began collecting trash in the mangroves and preserves on Key Biscayne in 2017, in an individual effort to clean up our natural spaces; and

WHEREAS, Andrew Otazo has dedicated countless hours to his efforts to remove trash and waste from sensitive parts of Key Biscayne; and

WHEREAS, Andrew Otazo has, to date, removed more than 20,000 pounds of trash from mangroves and wetlands; and

WHEREAS, Andrew Otazo has demonstrated dedication and commitment to fostering awareness as to the need to preserve and protect our wetlands and has individually worked to do so; and

WHEREAS, Andrew Otazo continues to exhibit leadership by example through his frequent garbage collection efforts on Key Biscayne, thereby encouraging our community to be more aware of our impact on our fragile eco-system, and challenging us to take a more active part in protecting that same environment; and

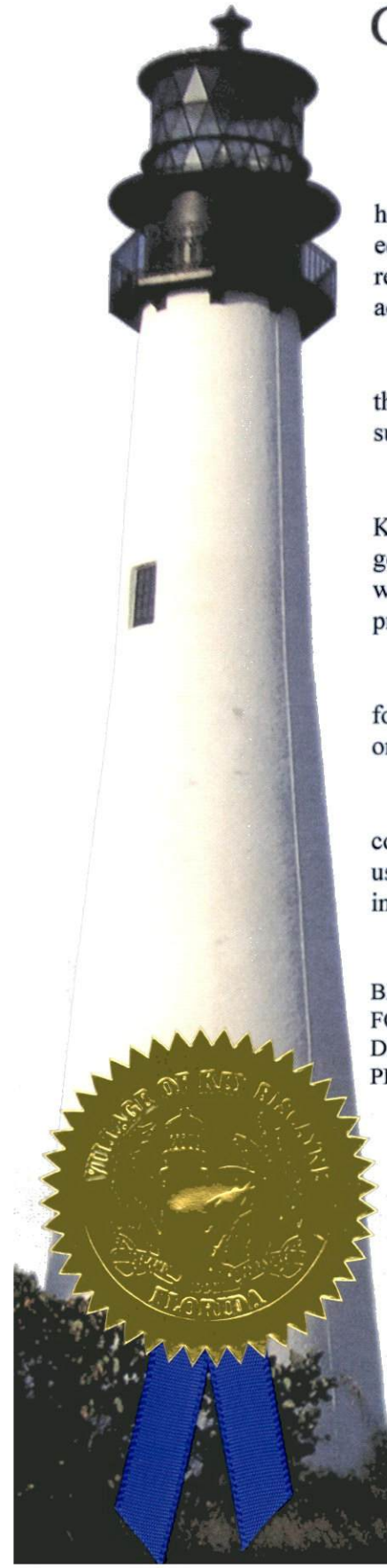
NOW, THEREFORE, I, MICHAEL W. DAVEY, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION OF GRATITUDE FOR ANDREW OTAZO FOR HIS EXEMPLARY LEADERSHIP AS WELL AS HIS DEDICATION AND COLLABORATIVE SPIRIT THAT HAS AND WILL CONTINUE TO PROTECT AND ENHANCE THE LIVES OF KEY BISCAYNE RESIDENTS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 24TH DAY OF AUGUST 2022.

MICHAEL W. DAVEY

Proclamation

OFFICE OF THE MAYOR



WHEREAS, Helena Iturralde started A Zero Waste Culture in 2019 as an effort to help combat climate change and tackle inequity through hands-on, community based educational programs designed to teach people how to live sustainably, to reuse and repurpose consumer goods, to reduce our carbon footprint and to take far reaching civic action; and

WHEREAS, Helena and her team have worked hard to educate our community to the importance of actively participating in more environmentally friendly and sustainable ways; and

WHEREAS, Helena Iturralde helped drive the effort to promote composting on the Key, working with residents, the Key Biscayne Community Foundation and our Village government to create Key Biscayne Community Compost in 2020, a program through which our residents learn about their impact on our environment by participating in a program via which their home food scraps are converted into reusable compost; and

WHEREAS, Helena Iturralde has demonstrated dedication and commitment to fostering a positive effort to help mitigate climate change and promote self-sufficiency on Key Biscayne and in other communities; and

WHEREAS, Helena Iturralde continues to exhibit leadership in encouraging our community to be more aware of our impact on our fragile eco-system, and challenging us to take a more active part in protecting that same environment, which has had a direct impact on awareness and community activism; and

NOW, THEREFORE, I, MICHAEL W. DAVEY, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION OF GRATITUDE FOR HELENA ITURRALDE FOR HER EXEMPLARY LEADERSHIP AS WELL AS HER DEDICATION AND COLLABORATIVE SPIRIT THAT HAS AND WILL CONTINUE TO PROTECT AND ENHANCE THE LIVES OF KEY BISCAYNE RESIDENTS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 24TH DAY OF AUGUST 2022.

MICHAEL W. DAVEY

CREATED & DESIGNED BY ISLAND RESIDENTS: CONCHITA ALVAREZ, JAMES BREWSTER & GEORGE EARL JR.

MINUTES

SPECIAL COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, JUNE 28, 2022

COUNCIL CHAMBER
560ANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 5:30 p.m. Present were Councilmembers Franklin H. Caplan, Allison McCormick, Ignacio Segurola and Mayor Michael W. Davey. Councilmembers Luis Lauredo, Edward London and Vice Mayor Brett G. Moss were absent. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.

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

4. **RESOLUTION:** The Clerk read the following resolution, by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A CORAL PROTECTION AND RESTORATION (CPR) MATCHING GRANT IN AN AMOUNT OF $159,537 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECT (FDEP) FOR A STORMWATER SUSTAINABILITY PILOT PROJECT AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The Manager and Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council regarding the above resolution and water quality treatment technologies.

The resolution was approved by a 4-0 voice vote. The vote was as follows: Councilmembers Caplan, McCormick, Segurola, and Mayor Davey voting Yes.

5. **ADJOURNMENT:** The meeting was adjourned at 5:34 p.m.

Respectfully submitted:

_____
Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____2022:

_____
Michael W. Davey
Mayor

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

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, JULY 26, 2022

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:02 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo, Edward London, Allison McCormick (arrived at 6:15 p.m.), Ignacio Segurola, Vice Mayor Brett G. Moss and Mayor Michael W. Davey. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.

3. **INVOCATION:** Reverend Felipe Assis with Crossbridge Church Key Biscayne gave an invocation.

4. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey addressed the public thanking the 4th of July Parade Committee for their hard work done on this year's parade, reminded residents of the challenges regarding sargassum removal from the Village's beaches, and wished Councilmember London's wife, Clare, a Happy Birthday; Mayor Davey also announced if residents are interested in taking part in helping their community and being a part of the decision-making process that Councilmember qualifying dates are coming up and candidate packages are available for pick up. The Clerk confirmed the qualifying dates for the Office of Councilmember start at noon on August 15th and end at noon on August 25th, 2022; Councilmember Lauredo addressed the Mayoral candidates in attendance regarding the proposed August meeting date change and requested that Chief of Police Frank Sousa speak to the Police Department's preparedness and policy regarding if there was a school shooting.

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

6. **AGENDA:** Mayor Davey requested to move Items 10E, 10F, 10G, 10H, and 10I prior to Item 10B and requested to remove Item 8D from the consent agenda and the Manager requested

to defer Items 9A and 10A to the next Regular Council Meeting. There was no objection to the agenda changes.

There was discussion from Council, the Manager, and the Attorney regarding the deferral of Items 9A and 10A.

Councilmember Lauredo made a motion to reschedule the August 23rd Regular Council Meeting date to August 24, 2022. The motion was seconded by Mayor Davey and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

It was the consensus of Council to defer Item 9A to a date certain of August 24, 2022.

7. **SPECIAL PRESENTATIONS:** Vice Mayor Moss addressed the Council giving a presentation on the status of the Strategic Vision Board Plan and stated the next board meeting is on August 27th, 2022 which is open to the public.

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

At this time Councilmember London made a motion to remove Items 8C and 8E from the consent agenda. The motion was seconded by Mayor Davey and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The minutes of the May 10th, 2022 Regular Council Meeting.

The minutes of the June 14, 2022 Regular Council Meeting.

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

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

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONFIRMING THE VILLAGE'S ABILITY TO FUND AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE VILLAGE'S BEACH RENOURISHMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

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

There was discussion from Council, Chief Resilience and Sustainability Officer Dr. Roland Samimy and the Manager regarding the above resolution and beach renourishment costs.

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

At this time Mayor Davey made a motion to move Item 8D to after 10D. The motion was seconded by Councilmember Lauredo and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICE AGREEMENTS WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC., DAVID MANCINI & SONS, INC., AND GPE ENGINEERING & GENERAL CONTRACTOR CORP. FOR MISCELLANEOUS STORMWATER CONSTRUCTION AND REPAIR SERVICES ON AN AS-NEEDED BASIS, USING THE TERMS AND CONDITIONS OF THE CITY OF FORT LAUDERDALE CONTRACT COMPETITIVELY AWARDED PURSUANT TO INVITATION TO BID NO. 12504-613; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember London addressed the Council regarding the above resolution and the bidding process for future projects.

Public Works Director Jake Ozyman addressed the Council regarding the above resolution.

There was extensive discussion from Council, Director Ozyman and the Manager regarding the above items, pricing and future requests for proposals.

Councilmember Lauredo made an amendment to Mayor Davey's motion to accept the contract and approve this resolution but for the administration to proceed with the process of putting contracts out to bid. Mayor Davey agreed to the amendment to the motion.

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

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 ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR THE

DEVELOPMENT OF A BASIS OF DESIGN REPORT RELATING TO THE K-8 SCHOOL STORMWATER DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $265,480; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Director Ozyman and Dr. Samimy addressed the Council regarding the above resolution.

There was extensive discussion from Council, Dr. Samimy and Director Ozyman regarding the above resolution, the different scenarios regarding 10-year 24-hour storm events and that this resolution represents 30% of the design criteria package.

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

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 ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR THE PREPARATION OF A PROBABLE COST EVALUATION REPORT RELATING TO SYSTEM-WIDE STORMWATER DRAINAGE UPGRADES IN AN AMOUNT NOT TO EXCEED $359,769; AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was extensive discussion from Council, Dr. Samimy and Director Ozyman regarding the above resolution and that this report would be a tool to move forward with the design of the rest of the stormwater system beyond the K-8 Center.

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

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR PROFESSIONAL ENGINEERING, PROJECT MANAGEMENT, AND RELATED SERVICES FOR THE RESILIENT INFRASTRUCTURE PROGRAM STRATEGY AND INTEGRATED IMPLEMENTATION PLAN AND SUPPORTING PROGRAM MANAGEMENT AND EXECUTION PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Dr. Samimy addressed the Council regarding the above resolution and the Integration and Implementation Plan. This plan is a roadmap for how the Village will manage and incorporate its internal and external resilience infrastructure projects over the next 10 to 15 years.

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

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 NEGOTIATE AND ENTER INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE TO ADD ONE VEHICLE TO THE VILLAGE'S ON-DEMAND TRANSIT SERVICE FOR THE REMAINDER OF THE CONTRACT TERM IN AN AMOUNT NOT TO EXCEED $77,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Dr. Samimy and Chief Financial Officer Benjamin Nussbaum addressed the Council regarding the above resolution.

Councilmember Lauredo addressed the Council regarding Freebee's customer service.

There was discussion from Council regarding the above resolution.

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

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 ISSUE A WORK ORDER TO THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC. TO PROVIDE PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR THE VILLAGE BEACH PARK IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $162,888; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember London addressed Director Ozyman regarding the above resolution and the $40,000 fee for civil engineering.

There was extensive discussion from Council, Director Ozyman, the Manager and Building, Zoning and Building Director Jeremy Calleros Gauger regarding the above resolution and the Beach Park's design development and receiving input from the residents.

The Manager addressed the Council reporting that there will be two public meetings for every phase of the beach park design.

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING FAMILY CROSSING GUARD, LLC FOR SCHOOL CROSSING GUARD SERVICES IN AN AMOUNT NOT TO EXCEED $226,195 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Davey addressed Chief Sousa regarding the above resolution. Chief Sousa stated that the current crossing guards would be retained by the new contractor if they choose to do so.

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

The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF POLICE BODY-WORN CAMERA EQUIPMENT, TASERS, DATA STORAGE, AND RELATED MAINTENANCE AND TECHNICAL SERVICES FROM AXON ENTERPRISE, INC. IN AN AMOUNT NOT TO EXCEED $296,568.64 OVER A FIVE-YEAR PERIOD; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, Segurola, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember McCormick was out of the room at the time the vote was taken.

The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF

SECURITY CAMERAS FOR VILLAGE FACILITIES FROM ER TECH SYSTEMS INC. D/B/A BROADCAST SYSTEMS IN AN AMOUNT NOT TO EXCEED $154,107.85; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was discussion from Council regarding the above resolution and the cost and job difference of the proposals received from Broadcast Systems, Integrated Security Systems and Vetted Security Solutions.

The resolution was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember London was not in attendance virtually at the time the vote was taken.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING AQUATIC LANDSCAPING DESIGN, INC. FOR PLANTING OF NEW TREES AND RELATED WATERING SERVICES IN AN AMOUNT NOT TO EXCEED $66,220; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

> Steve Simon, 335 Harbor Lane addressed the Council regarding the above resolution and public input.

Mayor Davey addressed the administration stating that there should be community outreach and public input received before any trees are planted. There was no objection to the request.

There was extensive discussion from Council and Director Calleros Gauger regarding the above resolution, the planting of ten trees, and the possibility of amending the grant if after receiving community input, the trees are no longer wanted on the property.

It was the consensus of Council to direct the administration to hold a public meeting prior to the planting of trees at Harbor Park.

Councilmember Lauredo addressed the administration regarding keeping in mind that this park also functions as a resiliency park.

Councilmember Caplan addressed the Council regarding the zoning issue and future zoning determinations that would need to be made.

The Attorney addressed the Council regarding the process for determining GU-Government Use District or PROS-Public Recreation and Open Space District zonings.

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

Councilmember Lauredo addressed the Manager regarding having a hyperlink to reference appropriate documents in the agendas in order to conserve paper.

At this time the Council took a five-minute break. The meeting reconvened at 8:12 p.m.

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

Village Manager. The Manager addressed the Council regarding the approved items this evening as being the big bold steps for the community and noting the concept of "dig once".

Chief Sousa addressed the Council reporting on an update on the electric scooter and motorized bike safety plan called "Scoot Safe" which started this June. School resource officers have instructed over 350 summer campers on scooter safety initiatives, a press release was issued, and fliers were distributed. Also, an open house event was held just after the July 4th parade where safety tips were given, and helmets were distributed. On July 7th a parent "Scoot Safe" class was held which no one attended. Three additional classes will be held at future dates to be determined.

Councilmember Lauredo addressed Chief Sousa regarding what are the Police Department's policy and procedures with reference to the recent Ugalde, Texas school shooting tragedy. Chief Sousa reported on these policies and procedures, future planned police training sessions and discussed recently meeting with the Village's school principals.

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council reporting on youth programming, implementing athletic field programing and the starting of online sports registration. Director Hofferberth also reported on planning a site visit to the Coral Gables Parks and Recreation Department regarding special needs programming.

CFO Nussbaum addressed the Council reporting on the quarterly financial update. Property tax bills go out in November and residents take advantage of the early payment discount and collection rates are at 90 to 95% for Solid Waste and Stormwater. Future updates for the next quarter will be given at the budget hearings.

Capital Improvement Program and Grants Manager Colleen Blank addressed the Council reporting on a status update of the following CIP Projects: (1) the new Fire Engine is being outfitted with additional equipment and additional training will be given, and then the project will be completed; (2) Construction at the Sands Beach Access has started and should be completed in the next couple of months; (3) The Vessel Exclusion Zone signs are being made and then will be installed and completed.

Councilmember Lauredo addressed CIP & Grants Manager Blank requesting a monthly status

report on grant requests. There was no objection to the request. The Manager confirmed this monthly report with be presented in the Manager's report in the agenda.

CFO Nussbaum addressed the Council reporting that the property appraiser released their preliminary values on July 1st. This year it is 1.1% higher than what was reported on June 1st which is 96 Million dollars more of taxable value.

Mayor Davey made a motion to set the maximum millage rate for the trim notice at the staff recommended rate of 3.284%. The motion was seconded by Councilmember Caplan.

There was discussion from Council regarding the above motion.

The Attorney addressed the Council requesting that the above motion include the time, date and place of the 1st and 2nd Budget Hearings.

Mayor Davey made an amendment to his motion to include the dates of September 6th, 2022 for the 1st Budget Hearing and September 21, 2022 for the 2nd Budget Hearing.

There was discussion from Council and the Attorney regarding separating the motion.

Mayor Davey requested to withdraw the amendment to his motion.

Vice Mayor Moss addressed the public regarding the millage rate for the trim notice.

Councilmember McCormick addressed the public stating that some of the CIP projects presented at the Budget Workshop are aspirational projects and were only listed and not budgeted for, for instance, the rebuilding of the Calusa Playhouse.

Councilmember Lauredo addressed the public regarding property tax evaluation and that voting on the maximum millage rate is a procedural step to establish the "ceiling" for the trim notice only.

The Manager addressed the Council stating that this is the same budget presented at the June 28th Budget Workshop and that the administration will scrutinize the budget and present several different scenarios at the upcoming budget hearings to Council.

Councilmember Caplan requested that one of the scenarios the administration present is what the aggregate effect would be if the millage rate was at the rolled-back rate. There was no objection to the request.

Mayor Davey addressed the Council regarding Councilmembers meeting individually with the administration's directors to learn more about their budgets.

The Davey motion was approved by a 5-1 roll call vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember Segurola voting No. Councilmember London was not virtually attending at the time the vote was taken.

The Attorney addressed the Council regarding setting the date, time and place for the 1st and 2nd Budget Hearings.

Councilmember Lauredo made a motion to confirm the 1st Budget Hearing on September 6th, 2022 at 6:00 p.m. and the 2nd Budget Hearing on September 21st, 2022 at 6:00 p.m. at the Council Chamber. The motion was seconded by Mayor Davey and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember London was not virtually attending at the time the vote was taken.

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

Mayor and Councilmembers. Vice Mayor Moss addressed the Council regarding Miami-Dade County's recent traffic changes on Rickenbacker Causeway and concerns for commuters when school starts on August 17th, 2022.

Mayor Davey addressed the Council regarding contacting Miami-Dade County Mayor Daniella Levine Cava regarding traffic concerns and pelotons.

There was discussion from Council regarding the above items and concerns with having multiple speed limits on Rickenbacker Causeway.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Council Meeting date change item was addressed earlier in the evening.

The Clerk addressed the Council and the public giving a presentation on the Public Records and Access process.

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 8:57 p.m.

Respectfully submitted:

_____

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____2022:

_____

Michael W. Davey
Mayor

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

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Allison McCormick
Edward London
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Authorize the Village Manager to apply for Florida Recreation Development Assistance Program (FRDAP) Grant in FY22/23

RECOMMENDATION

I recommend Council authorize the Village Manager to apply for a Florida Recreation Development Assistance Program (FRDAP) grant issued by the Florida Department of Environmental Protection (FDEP) for the replacement of playground equipment in FY22/23.

BACKGROUND

The Florida Recreation Development Assistance (FRDAP) Grant is a competitive reimbursement grant program that provides financial assistance for the acquisition or development of land for public outdoor recreation. The Village of Key Biscayne applies to this program on an annual basis as external funds are available to offset the costs of developing our outdoor recreational facilities.

The Village intends to apply for $112,500 to partially fund the CIP project "Playground Equipment Replacement – Under 5 Area" with a proposed budget of $220,000.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE GREEN PLAYGROUND EQUIPMENT REPLACEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Key Biscayne (the "Village") desires to make improvements to the Village's outdoor recreational facilities as part of its Capital Improvements Plan, including replacement of the playground equipment at the Village Green (the "Project"); and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") administers the Florida Recreation Development Assistance Program Grant (the "Grant"), which provides financial assistance for acquisition or development of land for public outdoor recreation; and

WHEREAS, the Village Council supports the Village's application for a Grant from FDEP for the Project and desires to authorize the Village Manager to apply for the Grant; and

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

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

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

Section 2. Authorization. That the Village Council hereby authorizes the Village Manager to apply for a Grant from FDEP for the Project.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Edward London
Luis Lauredo
Allison McCormick
Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Members of the Village Council

FROM: Steven C. Williamson, Village Manager

THRU: Jeremy Calleros Gauger, RA. LEED-AP, Director of Building, Zoning and Planning

RE: Recommended amendments to the Zoning and Land Development Regulations Regarding Outdoor Dining

RECOMMENDATION

I recommend that Village Council approve the attached zoning text amendment. The amendment proposes changes related to outdoor dining. Staff recommends approval of the proposed changes since they are consistent with the review criteria under Chapter 30-71(b).

BACKGROUND

Existing land-use regulations permit outdoor dining with several conditions via a special application process reviewed and approved by Village staff. Several dining establishments already have outdoor dining permits reviewed by the Village.

During the COVID-19 pandemic and the declared state-of-emergency, the Village allowed expanded outdoor dining and a loosening of the conditions applicable to expedited permits. Eight restaurants within the Village expanded capacity in ways that would not be allowed under the existing Village ordinance. The eight restaurants' permitted seating may only continue as long as the Miami-Dade County state of emergency continues, which is currently being renewed on a weekly basis.

The proposed change seeks to update and revise conditions in the Village land-use regulations regarding outdoor dining permits. Changes are based on the successful implementation of the more relaxed standards which were applied during the state of emergency. The updated language will allow more flexible outdoor seating while retaining restrictions which will maintain health and safety and limit neighborhood impact.

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:

Criteria 1	The proposed amendment is consistent with the Comprehensive Plan.
Analysis	The changes proposed are consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne's Master Plan (Comprehensive Plan). This is consistent with the Future Land Use Element of the Comprehensive Plan Objective 1.2 "By the date required by state statute or sooner, the Village shall enact and enforce land development code standards and incentives to achieve new development, renovated development and/or redevelopment that meets high signage, landscaping, circulation/parking and other development standards in keeping with the goals, objectives and policies of this plan. …." The proposed amendment encourages better use of outdoor space and redevelopment of existing commercial properties by allowing additional outdoor dining..
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 amendment does not seek to modify Buildings, but rather the signage within multitenant centers.
Finding	Not applicable
Criteria 3	The resulting boundaries of a zoning district are logically drawn.
Analysis	There are no new or modified zoning district boundary changes being proposed.
Finding	Not applicable
Criteria 4	The proposed change will enhance property values in the Village.
Analysis	The proposed change will add value to commercial properties by allowing

higher and better use of the outdoor areas. Criteria and standards for outdoor areas will limit negative impacts and preserve value of adjacent properties.

Finding Consistent

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

Analysis The proposed amendment seeks to allow all businesses to continue existing outdoor dining which residents have enjoyed during and since the COVID-19 pandemic.

Finding Consistent

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

Analysis The proposed change is in the best interest of the Village because it will continue as successful program implemented during COVID-19 which may be disallowed when the state of emergency status changes.

Finding Consistent

ORDINANCE NO. 2022-_____

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 30-112 "SCHEDULE OF DISTRICT, USE, AND SETBACK REGULATIONS," RELATING TO OUTDOOR DINING REGULATIONS; 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 outdoor dining and off-street parking within the Village; 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 existing outdoor dining regulations; 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 Section 30-112, "Supplemental Use Regulations," of the Village Code. That Section 30-112, "Supplemental Use Regulations," 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. 30-112. - Supplemental Use Regulations.

* * *

(k) *Outdoor ~~dining~~ Dining Facility Regulations.* Tables and chairs may be placed outside of a restaurant on private property that is located on individual sites or within Shopping Centers. The tables and chairs may be used for dining purposes as an accessory to an indoor restaurant facility, subject to compliance with the following criteria:

(1) Outdoor dining will be subject to all federal, state, and county regulations.

~~(1)~~(2) Tables and chairs shall not be placed in a manner that restricts direct pedestrian Access along a 44-inch wide pathway from the entrance of a Shopping Center to a elevator or steps. ~~Tables and chairs shall not be placed in a manner that violates The Americans with Disabilities Act ("ADA")~~ Shared-access paths in Shopping Centers must be a minimum of 44 inches wide. Access and ADA clearance requirements will consider space required for occupants as well as furniture;

~~(2)~~(3) Furniture is limited to planters, safety barriers, tables, chairs, and umbrellas;

(4) Safety barriers shall be required between vehicular and outdoor dining areas. Barriers must be visually screened to create a consistent design with other furnishings.

~~(3)~~(5) Signage is prohibited on outdoor furniture; except for logos on umbrellas for goods sold on premises;

~~(4)~~(6) The applicant shall submit evidence that the owner of the Shopping Center permits Outdoor Dining Facilities on the Premises;

~~(5)~~(7) Furniture which is composed of PVC, plastic, ~~fiberglass~~, Formica, or similar materials is prohibited;

~~(6)~~(8) An Outdoor Dining Facility shall not require additional Parking;

~~(7)~~(9) The Building, Zoning, and Planning Director, or designee, may establish conditions as part of the approved Site Plan. An appeal of the Director's decision shall be decided by the Village Council;

~~(8)~~(10) There shall be no outdoor music or amplification associated with the Outdoor Dining Facilities;

~~(9)~~(11) Tables and chairs that are not permanently attached to the floor shall be stored inside the restaurant providing such service, when the restaurant is closed;

~~(10)~~(12) Tables and chairs at each restaurant shall have a consistent design and color;

(13) No storage is permitted. Only actively used furnishings may be located in outdoor dining areas.

~~(11) Tables and chairs shall be located directly in front of the restaurant Unit served;~~

~~(12) The restaurant providing such Outdoor Dining Facility shall provide bathroom facilities in accordance with the Florida Building Code;~~

~~(13)~~(14) Restaurants shall have any disposable tableware and accessories marked with its trademark or indicia of ownership and shall be responsible for all litter within a 300-foot radius;

~~(14)~~(15) All food preparation shall be from within the enclosed restaurant;

~~(15) Pass-through windows, take-out windows, or similar types of windows are not permitted; and~~

(16) A Site Plan, accompanied by all pertinent data, shall be submitted to and approved by the Village's Building, Zoning and Planning Department, Fire Department, and Police Department. Such Site Plan shall be revocable at the will of the Village if any of the criteria or conditions of approval are violated or if new Regulations are adopted by the Village and not satisfied by the restaurant facility. Site Plans shall describe the location of all furniture, lighting, and other related services and functions associated with the request for approval. Site Plans must show safe and secure storage locations where furnishings will be located in the event of a storm or emergency.

(17) Upon declaration of a Tropical Storm Watch or a Hurricane Watch by the National Hurricane Center, all furnishings must be removed or stored in a safe and secure manner.

* * *

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Brett Moss *Vice Mayor*
Frank Caplan
Edward London
Luis Lauredo
Allison McCormick
Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Members of the Village Council

FROM: Steven C. Williamson, Village Manager

THRU: Jeremy Calleros Gauger, RA. LEED-AP, Director of Building, Zoning and Planning

RE: Recommended amendments to the Zoning and Land Development Regulations Regarding Parking

RECOMMENDATION

I recommend that Village Council approve the attached zoning text amendment. The amendment proposes changes related to vehicle, golf-cart, and bicycle parking. Staff recommends approval of the proposed changes since they are consistent with the review criteria under Chapter 30-71(b).

BACKGROUND

Residents regularly make use of bicycles and/or golf-carts for trips within Key Biscayne. The Village has made special provisions in the code regarding golf-cart regulations and has allowed access points from commercial properties to Fernwood drive to encourage bicycle and golf-cart use.

This proposed text amendment will further encourage a shift from vehicle to bicycle and golf-cart usage by improving parking opportunities. Both new and existing commercial properties will be allowed, (but not required) to exchange a portion of vehicular parking for bicycle and golf-cart parking. Additionally, new construction will be required to provide bicycle parking.

Since bicycle and golf-cart parking use considerably less space than vehicular parking, converting space will allow additional golf-cart parking, conversion of space to outdoor dining, or other uses.

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:

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

Analysis	The changes proposed are consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne's Master Plan (Comprehensive Plan). This proposal is consistent with Future Land Use Element Policy 1.2.1, which states, "Parking requirements shall be designed to encourage high levels of pedestrian and bicycle use. Pedestrian access ways will be required through large parking lots to connect building areas to public sidewalks. Bicycle parking racks shall be required for large scale uses. Parking regulations will establish the minimum number of parking spaces which will be required to serve uses; minimums will be based on intensity measures such as building square feet. Parking regulations will establish appropriate minimum sizes for circulation isles, parking stalls and parking stall angles. General standards will provide for review of parking lot layout in order to ensure that the layout will be safe." Additionally, the proposal is consistent with the Traffic Circulation element Policy 1.1.2 which states, "... On-site traffic flow and on-site parking standards will be designed to encourage high levels of pedestrian and bicycle use, including requiring bike racks under certain conditions."
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 amendment does not seek to modify Buildings, but rather the signage within multitenant centers.
Finding	Not applicable
Criteria 3	The resulting boundaries of a zoning district are logically drawn.
Analysis	There are no new or modified zoning district boundary changes being proposed.
Finding	Not applicable

Criteria 4	The proposed change will enhance property values in the Village.
Analysis	The proposed change will add value to commercial properties by allowing higher and better use of the outdoor areas.
Finding	Consistent
Criteria 5	The proposed change will enhance the quality of life in the Village.
Analysis	The proposed amendment will improve quality of life by improving conditions which will allow additional trips to be more safely made by bicycle or golf-cart rather than being reliant solely on vehicles.
Finding	Consistent
Criteria 6	There are substantial and compelling reasons why the proposed change is in the best interests of the Village.
Analysis	The proposed change is in the best interest of the Village since it is consistent with stated goals expressed by the community and adopted in the first Vision plan and Master Plan as well as in the current draft Vision Plan document.
Finding	Consistent

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY COMPREHENSIVELY AMENDING, CREATING, AND UPDATING REGULATIONS RELATING TO BICYCLE AND GOLF CART REQUIREMENTS; 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 ("Village") has adopted regulations regulating off-street parking within the Village; and

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

WHEREAS, the Village Council desires to amend existing off-street parking regulations for bicycles and golf carts; 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 Section 30-101, "Commercial Districts," of the Village Code. That Section 30-101 of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

* * *

Section 30-101 – Commercial Districts.

* * *

(e) Performance Standards (all items apply to uses in the C-1 District).

[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.

(18) All properties which have retail and/or office uses shall provide a bicycle rack or racks ~~which contain one bicycle space per five retail and/or office spaces~~ in accordance with the requirements in Section 30-185. This shall apply to all existing shopping centers which currently do not have bicycle racks meeting the standards in Section 30-185 as well as all ~~existing~~ new shopping centers.

Section 3. Amending Section 30-180, "Off-Street Parking Required," of the Village Code. That Section 30-180 of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

***

Section 30-180 – Off-Street Parking required.

(a) Every Building, Use or Structure instituted or Erected after January 1, 2000, shall be provided with off-street Parking facilities in accordance with the provisions of this article for the use of occupants, employees, visitors and/or patrons.

(b) Off-Street Parking facilities required by this article shall be maintained and continued as long as the Use giving rise to the requirement is continued.

(c) The sale or transfer of the required Parking spaces without establishing alternative vehicle Parking facilities in accordance with this article is prohibited.

(d) Those single Family homes that do not have driveways on the date of adoption of this ordinance must come into compliance at such time as they make modifications to the property having a value greater than or equal to ten percent of the assessed value of the Building.

(e) Off-Street Bicycle parking shall be provided in accordance with the provisions of Section 30-185.

Section 4. Amending Section 30-181, "Location, Character, and Size of Required Parking Spaces," of the Village Code. That Section 30-181 of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

***

Section 30-181 – Location, character, and size of required Parking spaces.

(a) The off-street Parking facilities required by this article shall be located on the same Lot or parcel of land that the Use they are intended to serve is on.

(b) Parking stall and aisle dimensions.

(1) *Automobile* Parking *Stall and Aisle Dimensions.*

Orientation to aisle	45 Degrees	60 Degrees	75 Degrees	90 Degrees
Stall width	12'	10'	9'	9'
Stall length	26.5'	23'	20'	18'
Aisle width	12'	17'	21'	22'
Bumper overhang	1.8'	2.2'	2.4'	2.5'

(2) Golf Cart Parking Stall and Aisle Dimensions. The minimum dimensions for a Golf Cart parking space shall be six feet wide by 11 feet in length. Golf cart only aisle dimension shall be a minimum of 12 feet wide.

(c) Access to a Street. Each individual Parking space shall be directly accessible from a Street or from an aisle or driveway leading to a Street according to the minimum dimensions specified in subparagraph (b) above; however, single Family homes, Duplexes and Townhomes may have tandem spaces.

(d) Striping. The required off-street Parking facilities for all Development, excluding single Family and Duplex, shall be painted with paint strips in accordance with the Building, Zoning, and Planning Director's requirements.

(e) [Reserved].

(f) Surface material. All off-street Parking facilities including Access aisles, driveways, aprons on the Right-of-Way (from the driveway to the Street) shall be surfaced with a hard dust free material (such as asphalt, brick paver, poured or stamped concrete or other similar material) and maintained in a smooth well-graded condition. There shall be an exception to this requirement allowed for up to 50 percent of the required Parking for churches and other places of worship.

(g) Drainage for all off-street Parking facilities shall meet the requirements of the ~~Metropolitan~~ Miami-Dade County Planning, Development, and Regulation Landscape Manual.

(h) Lighting shall be arranged and designed to prevent glare or excessive light on Adjacent Property and in accordance with Section 8C-3 "Illumination for open parking lots, alleys and access thereto and parking and nonenclosed areas under or within buildings" of the Miami-Dade County Code, as amended.

(i) A Site Plan shall be submitted with every application for a building permit for any Use or Structure which is required to provide off-street Parking facilities. The Site Plan shall designate the required Parking spaces, Access aisles, driveways and the relation to Uses or Structures which the off-street Parking facilities are intended to serve.

(j) The minimum required width of Parking spaces which are adjacent to a Wall or other solid obstruction shall be 10.5 feet.

(k) Maximum ramp angles for driveway Access to above grade and/or below grade Parking Structures shall be subject to approval by the Chief Building Official.

(l) All Parking spaces shall have concrete car stops (six feet long) or curbing, except for tandem spaces and Parking spaces in single Family and Duplex.

(m) Head-in/back-out Parking. Parking stalls shall not have direct Access from or to a Public Street or public alley; provided, however, vehicular Parking stalls may have direct Access from and to a Public Street when serving a one-Family residence, Duplex, or Townhome.

(n) Curb cuts. All curb cuts shall conform to the design and construction standards required by the Public Works Supervisor.

(o) Handicap Parking spaces. These spaces may be counted towards the required Parking calculation and designed in accordance with the Americans with Disabilities Act, as amended.

(p) Tandem Parking spaces. Single Family homes, Duplexes, and Townhomes may have required Parking spaces where vehicles are parked in front or in back of each other as long as one vehicle has direct Access to a Street.

(q) [Reserved].

(r) ~~In shopping centers with non-elevated walkways, Golf cart parking stalls shall be located in front of sidewalk cafes. A safety barrier a minimum of 42 inches high, shall be located between the parking lot and the sidewalk cafe. Shopping centers with elevated walkways are not required to meet the regulation contained in this subsection.~~ [Reserved].

***

Section 5. Creating Section 30-185, "Bicycle Parking Requirements," of the Village Code. That the Code of Key Biscayne, Florida, is hereby amended by adding a section to be numbered 30-185 which section reads as follows:

***

Section 30-185 – Bicycle Parking Requirements.

Each parking area associated with any land use listed under Section 30-184 of the Village Code, except for single-family and duplex homes, shall provide a number of bicycle parking spaces in accordance with the following:

(a) A bicycle rack or racks shall be permanently affixed to a floor, wall, or ceiling configured so that a bicycle of 6 feet in length may be locked to the rack with a high-security U-shaped shackle lock by the frame and one wheel so that the bicycle is supported and cannot be

pushed or fall in a manner that will damage the wheels or components.

(b) A Bicycle rack or racks shall be required for guests or visitors to the property. Bicycle racks shall be within 100 feet of the visitor's entrance and be readily available to the public. Guest or visitor bicycle rack capacity shall equal or exceed 10 percent of all required off-street vehicle parking. There shall be a minimum of one rack with capacity for two bicycles.

(c) Buildings with over 10 Units or tenant occupants shall provide bicycle parking for 20 percent of all required off-street vehicle parking for tenants, owners, or employees. Bicycle parking spaces shall be readily accessible from the adjacent right-of-way and include one or a combination of the following:

(1) Covered, lockable enclosures with bicycle racks;

(2) Lockable bicycle rooms with bicycle racks;

(3) Lockable bicycle lockers;

(4) In the case of residential development, a standard garage is sufficient when providing bicycle racks, if available.

(d) Each required bicycle parking space must be accessible without moving another bicycle. There must be an aisle at least 5 feet wide adjacent to all required bicycle parking to allow room for bicycle maneuvering. Where the bicycle parking is adjacent to a sidewalk, the maneuvering area may extend into the right-of-way. The area devoted to bicycle parking must be hard surfaced.

Section 6. Creating Section 30-186, "Golf Cart Parking," of the Village Code. That the Code of Key Biscayne, Florida, is hereby amended by adding a section to be numbered 30-185 which section reads as follows:

***

Section 30-186 – Golf Cart Parking.

Each parking area associated with any land use listed under Section 30-184, except for single-family and duplex homes, may substitute existing off-street parking with up to 30 percent Golf Cart parking per the following criteria:

(1) Provide one bicycle parking space for each newly created Golf Cart parking space.

(2) The Golf Cart parking utilizes less square footage than existing vehicular parking.

(3) Applicants may use square footage for:

a. additional cart parking;

b. outdoor dining;

c. recreation; or

d. other uses subject to administrative compatibility with applicable codes and adjacent uses.

(4) Submission of an Amended Site Plan in accordance with Section 30-73.

* * *

Section 7. 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 8. 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 9. 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 10. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

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

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
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Allison McCormick
Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Members of the Village Council

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, RA. LEED-AP, Director of Building, Zoning and Planning

RE: Recommended amendments to the Zoning and Land Development Regulations Regarding Signs on Architectural Features

RECOMMENDATION

I recommend that Village Council approve the attached zoning text amendment. The amendment proposes changes related to the placement of multitenant center signage on architectural features. Staff recommends approval of the proposed changes since they are consistent with the review criteria under Chapter 30-71(b).

BACKGROUND

Village Council tasked BZP Staff with reviewing the current sign code and providing recommended updates to the Zoning and Land Development Regulations of the Village Code regarding signage on architectural features. The proposed change seeks to provide fair opportunity to all businesses within multitenant centers as it relates to proper sign placement while continuing to discourage visual clutter along the commercial corridor.

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:

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

Analysis The changes proposed are consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne's Master Plan (Comprehensive Plan).

The first goal within the Future Land Use Element of the Comprehensive Plan seeks to achieve desired community character and is further stated under Policy 1.1.3, which states that "signs shall be limited to the minimum amount consistent with reasonable identification of retail and other non-

residential uses" and further emphasizes the "restrictions of the number, size, and type of signs in order to limit visual clutter while still providing for reasonable identification".

The proposed amendment expands opportunities for multitenant centers to install signage on architectural features to allow reasonable identification. The proposal also includes criteria which discourages excessive signage on features and still limits visual clutter.

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 amendment does not seek to modify Buildings, but rather the signage within multitenant centers.

Finding Not applicable

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

Analysis There are no new or modified zoning district boundary changes being proposed.

Finding Not applicable

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

Analysis The proposed change will give all multitenant centers the opportunity to provide signage that is consistent with the code. Consistency in a building's signage may increase property values as well as the community's overall satisfaction.

Finding Consistent

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

Analysis	The proposed amendment seeks to allow all businesses within multitenant centers to communicate messages easily and effectively to the public. Properly placed signage will improve the quality of life for commercial occupants.
Finding	Consistent
Criteria 6	There are substantial and compelling reasons why the proposed change is in the best interests of the Village.
Analysis	The proposed change is in the best interest of the Village because it will allow proper sign placement while still limiting sign clutter. It will also provide a fair and equitable opportunity to all multitenant centers that may be limited by their unique building conditions, which may not provide for standard wall sign placement.
Finding	Consistent

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 30-197 OF ARTICLE VIII, "SIGNS," OF CHAPTER 30 OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE PLACEMENT OF SIGNS ON DECORATIVE ARCHITECTURAL FEATURES; 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 signage within the Village; and

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

WHEREAS, the Village Council desires to amend existing sign regulations to permit signage to be located on architectural features; 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. Amending Section 30-197, "Supplemental Regulations" of the Village Code. That Section 30-197, "Supplemental Regulations," of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

***

ARTICLE VIII. – SIGNS

***

Section 30-197 – Supplemental Regulations.

(a) *Multitenant Center Sign graphics criteria.*

(1) The owner of a Multitenant Center shall submit to the Village Manager a Written statement of the uniform Sign graphics criteria of the Multitenant Center. The Village

[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.

Manager shall review the criteria and make a recommendation to the Village Council, which shall have final approval. Once the criteria have been approved, it shall apply to the entire center, as well as to each individual occupant, and shall remain in effect for so long as the center exists, regardless of a change in ownership or management, unless and until the owner obtains a new uniform Sign graphics criteria approval from the Village Council. Uniform Sign graphics criteria shall include, but not be limited to, color(s), type of Sign, style of letters, size of letters (maximum or minimum) and size of Sign.

(2) A Sign application for any portion of a Multitenant Center shall contain a Written description of the uniform Sign graphics criteria established at the Multitenant Center and a sketch thereof. This shall apply to application for all types of Signs to be displayed at the location. Written consent of the owner of the Multitenant Center shall accompany all such applications.

(b) *Design review ~~guidelines~~ criteria.* In reviewing Multitenant Signs, the Village Manager shall use the following design review criteria:

(1) *Number of items.* No more than five items shall be contained in any one Sign.

(2) *Entrance* feature. An entrance feature shall not be designed so as to effectively increase the size of a Sign.

(3) *Legibility.* All Signs shall be designed to be clearly legible.

(4) *Architectural features*. Signs ~~shall not~~ may be placed on a building's decorative architectural features subject to the following additional criteria:

(a) Signage must be limited to on-premise tenants in the Multitenant Center.

(b) The decorative architectural feature where the Sign is to be located must be adjacent to the Multitenant Center tenant identified.

(c) Signs located on a decorative architectural feature shall not be placed at a height above the story where the tenant is located or above the height of the Multitenant Center building.

(d) Signage shall not exceed 10% of the area of the façade of the decorative architectural feature on which the sign is placed.

(5) *Building compatibility.* The material and colors of all Signs shall be compatible with the materials and colors of the Building.

(6) *Illumination of Buildings by externally Illuminated Signs.* There shall be no such illumination of Buildings facing residential properties. The illumination of other Buildings by externally Illuminated Signs shall not be brighter than the standard for Parking Lot and grounds lighting.

***

Section 3. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Members of the Village Council

FROM: Steven C. Williamson, Village Manager

THRU: Jeremy Calleros Gauger, RA, LEED-AP
Director, Building, Zoning, and Planning

RE: Evaluation and Appraisal Report (EAR) Based Amendments to the Comprehensive Plan (Master Plan)

RECOMMENDATION

I recommend that Council approve the attached resolution regarding the adoption of the amended Evaluation and Appraisal Report (EAR) based amendments to the comprehensive plan also known as the Village of Key Biscayne's Master Plan.

EXPLANATION

The Village cannot amend its comprehensive plan until such time as it complies with the Evaluation and Appraisal requirements per state statute.

Village administration is proposing Evaluation and Appraisal amendments to the Key Biscayne Master Plan to update the comprehensive plan to reflect changes in statutory and rule requirements; to update deadlines within the comprehensive plan, to eliminate accomplished or obsolete provisions, to make corrections to text and eliminate grammatical errors; and to amend provisions to reflect changes in local conditions and recent data, trends, issues, and challenges. Adopting these proposed changes will bring the Village in compliance with state requirements which will allow future changes to the Master Plan.

BACKGROUND

The Village of Key Biscayne Master Plan is the comprehensive plan providing principles, guidelines, standards, and strategies for orderly development of the community. While the comprehsive plan is not a statute, it provides a framework for zoning and other regulations. Zoning regulations, text amendments, and any changes to the Official Zoning Map must be consistent with the Master Plan.

The State of Florida through the Department of Economic Opportunity (DEO) requires periodic

updates to the Master Plan. Required changes are specified in an Evaluation and Appraisal Report. The Village's previous Evaluation and Appraisal Report (EAR) was adopted by the Village Council on June 25, 2018 via Resolution No. 2018-30.

On June 25, 2018, the Village Council approved the EAR Notitification Letter to DEO which specified the necessary plan amendments required to reflect the changes in requirements and Statutes. Staff conducted a review of Florida Statutes changes and determined that amendments to the Future Land Use, Transportation, Capital Improvements, Conservation and Coastal Management, Intergovernmental Coordination, Infrastructure, Housing, Recreation and Open Space, Public Schools and Facilities, and amendments to ensure coordination with the regional water supply plan are required. In addition, a new Property Rights Element was introduced last Year by the state legislatures when they modified Chapter 163.3177 of the Florida Statutes to add a Property Rights Element in all Comprehensive Plans. The legislation also limits the ability to adopt any other Comprehensive Plan amendments from being adopted until the Property Rights Element is adopted.

The Corradino Group prepared the EAR Report on behalf of the Village in order to come into compliance with statutes. The proposed changes are generally minimal and do not represent impactful changes in the principals or strategies of the Village.

POTENTIAL FUTURE CHANGES

Staff intends to bring additional Master Plan amendments to Council including:

1. Formatting Amendments: The Master Plans layout and organization makes it difficult to use. We recommend reformatting and reorganizing the document while leaving text intact.
2. Resiliency related amendments: Master Plan amendments related to stormwater, sea-level rise, and storm-surge should be incorporated into the document in order to better influence zoning regulations and to better position the Village to win grants.
3. Future Land Use Element Amendments: Update data and analysis sections as well as updates to strategic approach.

ORDINANCE NO. 2022-_____

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022

MICHAEL W. DAVEY
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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VILLAGE ATTORNEY



Village of KEY BISCAYNE

2018 Evaluation and Appraisal Report (EAR) of the Comprehensive Plan

Prepared By:
THE CORRADINO GROUP

KEY BISCAYNE

2018 Evaluation and Appraisal Report (EAR) of the Comprehensive Plan

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EXECUTIVE SUMMARY

Background

The Evaluation and Appraisal Report (EAR) is a periodic analysis of the goals, objectives, and policies set forth in the Village's Master Plan (comprehensive plan) required by State law. The State of Florida requires each city to produce an EAR every seven years. The Village's EAR is due to the State on July 1, 2018. The EAR evaluates each Element of the plan and suggest amendments to the plan. Once the EAR is submitted to the State and they accept, the Village has one year to complete the amendments.

Task 1. Issue Scoping

This task consisted of three levels of outreach efforts to ensure multiple opportunities were sought to gain the most up-to-date and relevant information from which to analyze the plan and make recommendations for updates. The outreach meetings involved Village staff interviews, an open meeting where State, Regional and local planners were invited and to ensure all stakeholders had an opportunity to participate, a public workshop was held.

In order to fully understand the changes in local conditions, updated documents, reports and infrastructure improvements since the last time the comprehensive plan was updated, The Corradino Team met with Village staff to gather input on major issues including: transportation and traffic, resiliency planning, utilities, and many other topics. Meetings were held on April 11, 12 and 19th with the Directors of Parks & Recreation, Finance, Building, Zoning, Planning, Stormwater Utility and Sewer Departments. These meetings provided valuable input to ascertain how the Village has grown, how it has embraced new technologies, and what new issues are on the horizon that need to be faced in the near future.

In addition, on April 11th the Corradino Team gained input through an interagency scoping meeting with adjacent local jurisdictions and State, regional and county agencies. Representatives attended from Miami-Dade County RER; the South Florida Regional Planning Council; the Florida Department of Economic Opportunity. Additional input was received by email correspondence from agencies that were not available to participate. The purpose of the scoping meeting was to receive local agency input on the key issues that have been identified, identify additional issues that should be addressed, and collect local agency data to assist in the EAR development process. During the scoping meeting the discussion of comprehensive plan to identify areas where it is not in compliance with current State Law. Of the topics discussed, planning for resiliency and defending against flood events was of the highest importance to the State and Regional agencies.

A locally advertised Public Workshop was held the evening of April 26th. The workshop provided the public with an overview of the EAR process and purpose. A background and history of the comprehensive plan since it was first prepared when the Village incorporated. Four main topics were introduced to guide the discussion, seek further input and to open the conversation to other issues of importance to the public. The Workshop was successful in regards to the level of participation and engagement of attendees.

Task 2. Preparation of the Evaluation and Appraisal Report

The issues identified in Task 1 were described, analyzed and utilized to inform the recommendations to the comprehensive plan. The report specifically addresses updated data and analysis for each of the elements. This includes updated population projections, land use data, transportation data, infrastructure and parks and recreation information. A comprehensive review of each element was completed in order to identify any successes, implemented and completed policies and achievements that have taken place since the previous EAR in 2008. Based on the review, each element contains specific recommendations for updates and amendments to address and comply with changes in state law, regional plans and programs, local conditions as well as the Village's vision for future achievements. The evaluation includes a matrix detailing the changes in Growth Management laws found in Florida Statutes, Chapter 163 since the plan was last reviewed in 2008. The matrix is organized by year, listing every change and how the change will or will not affect the Village comprehensive plan.

LETTER FROM THE PLANNING CONSULTANT TO THE STATE DEO



June 1, 2018

Mr. Ray Eubanks
Florida Department of Economic Opportunity
Division of Community Planning
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399-4120

RE: Letter of Determination regarding the 2018 Evaluation of the Village of Key Biscayne Comprehensive Plan

Dear Mr. Eubanks:

In accordance with the requirements of Chapter 163.3191, Florida Statutes (F.S.), as revised by the 2011 Growth Management Legislation (CS/HB7207ER), the Village of Key Biscayne hereby submits this letter of determination regarding potential amendments to comply with State requirements as of the date of this letter. The City has evaluated its Comprehensive Plan to determine if any amendments are required to address growth management legislation that has been adopted since 2008, the date of the last EAR (see enclosed Table "Statutory Changes to Comprehensive Plan Requirements from 2008-2016 and Related Impacts to the Key Biscayne Comprehensive Plan"). Based on this evaluation, the Village has determined that amendments to the Future Land Use, Transportation, Capital Improvements, Conservation and Coastal Management, Intergovernmental Coordination, Infrastructure, Housing, Recreation and Open Space, Public Schools and Facilities, and amendments to ensure coordination with the regional water supply plan are required to address State statutory requirements at this time.

Thank you for your assistance in this matter. Please contact Scarlet Hammons, AICP, CTP at (305) 594-0735 or at shammons@corradino.com if you have any questions or need additional information.

Sincerely,

Scarlet Hammons, AICP, CTP
Planning Consultant to the Village

Enclosure

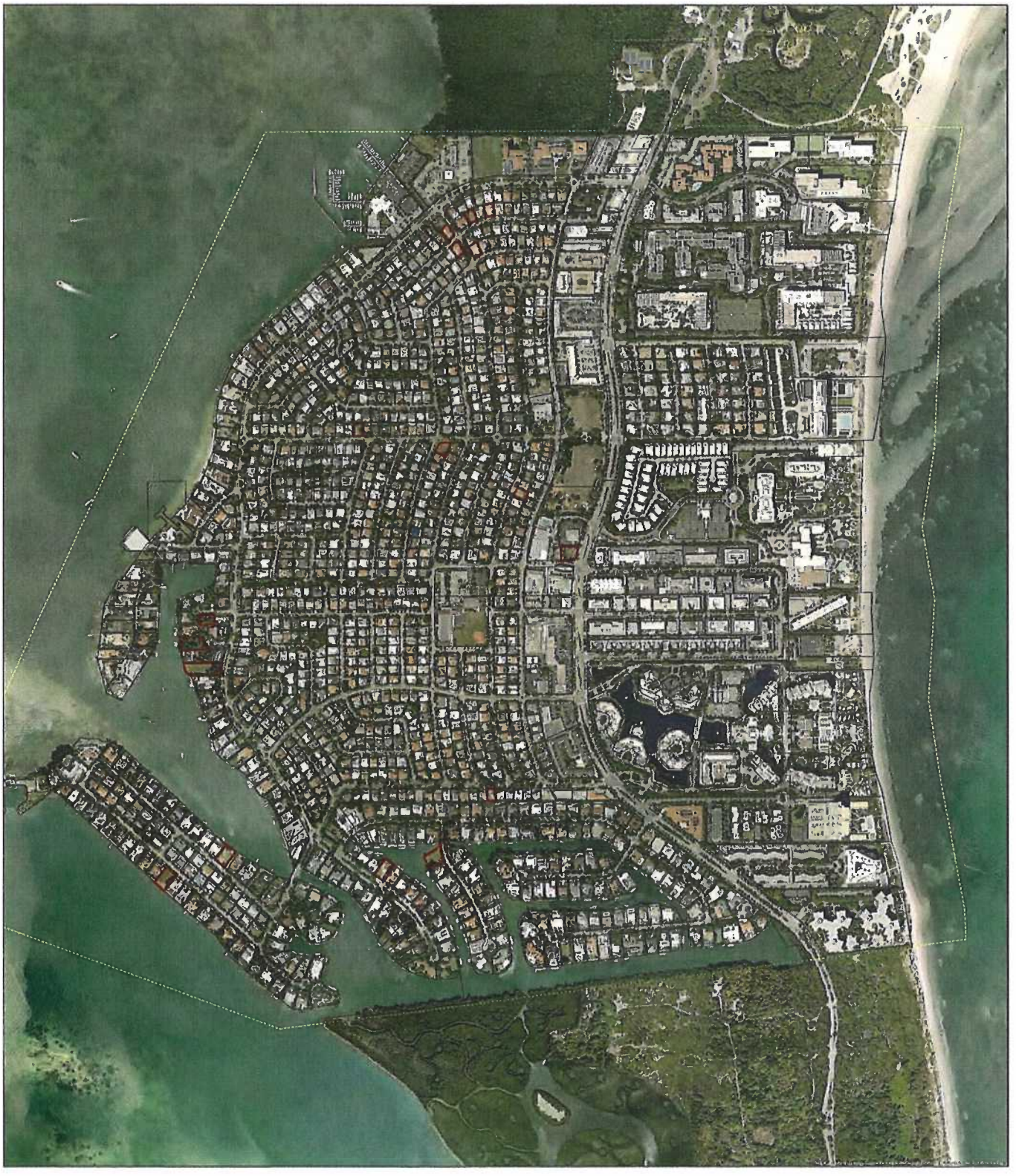
DATA AND ANALYSIS

Population and Land Use Analysis

Projections for years 2000 to 2040 are shown in the following Table is based on applying past growth trends, average person per household and the projected number of units to the next twenty year planning period. While these numbers are useful in planning for future services and infrastructure, they are to be used as guidance and not as a true prediction. t is likely, based on recent redevelopment trends in the single family residential areas that the Village will continue to experience population growth in the under 20 age groups, while the age 70 and over groups will decline. Additionally, these numbers could be skewed by the recent completion of two Developments of Regional Impact (Ocean Club and Grand Bay Residence and Ritz-Carlton Hotel) that affected the population increase in the recent past, but will not be continued into the future. The Village is essentially built-out, with only a handful of vacant single family residential lots remaining. All future growth will be in the way of redevelopment on existing platted lots. The Village anticipates no changes to densities or to the Future Land Use that currently exists. Commercial development is not likely to change in any significant way, Crandon Boulevard is developed. The Future Land Use Map for this planning period is the same as from the previous period (see below Figure 1. Future Land Use Map excerpted from the July 2007 Evaluation and Appraisal Report prepared by WRT).

Population Projection by Age for 2000-2040										
			Permanent Residents							
County	Place	Age	2000	2010	2016	2020	2025	2030	2035	2040
Miami-Dade	Key Biscayne	0-4	766	822	814	832	917	983	1,049	1,105
Miami-Dade	Key Biscayne	5-9	816	1,082	936	840	913	996	1,079	1,132
Miami-Dade	Key Biscayne	10-14	660	1,040	1,074	1,166	1,187	1,210	1,293	1,334
Miami-Dade	Key Biscayne	15-19	455	717	846	996	923	798	841	882
Miami-Dade	Key Biscayne	20-24	334	347	466	558	581	633	621	608
Miami-Dade	Key Biscayne	25-29	477	313	426	506	595	711	629	514
Miami-Dade	Key Biscayne	30-34	734	485	486	500	660	814	811	843
Miami-Dade	Key Biscayne	35-39	990	960	701	629	846	1,036	1,179	1,352
Miami-Dade	Key Biscayne	40-44	912	1,102	876	735	747	763	976	1,160
Miami-Dade	Key Biscayne	45-49	763	1,053	1,009	1,040	796	680	883	1,040
Miami-Dade	Key Biscayne	50-54	710	883	1,078	1,091	929	730	710	692
Miami-Dade	Key Biscayne	55-59	685	694	828	974	946	961	704	573
Miami-Dade	Key Biscayne	60-64	571	695	804	884	1,109	1,102	900	674
Miami-Dade	Key Biscayne	65-69	462	669	679	690	812	995	933	911
Miami-Dade	Key Biscayne	70-74	424	486	531	600	705	796	982	947
Miami-Dade	Key Biscayne	75+	748	996	1,229	1,419	1,588	1,775	1,999	2,248
Miami-Dade	Key Biscayne	Total	10,507	12,344	12,783	13,460	14,254	14,983	15,589	16,015

Key Biscayne Vacant Parcels



Legend

- Vacant Parcel
- Key Biscayne Municipal Limits

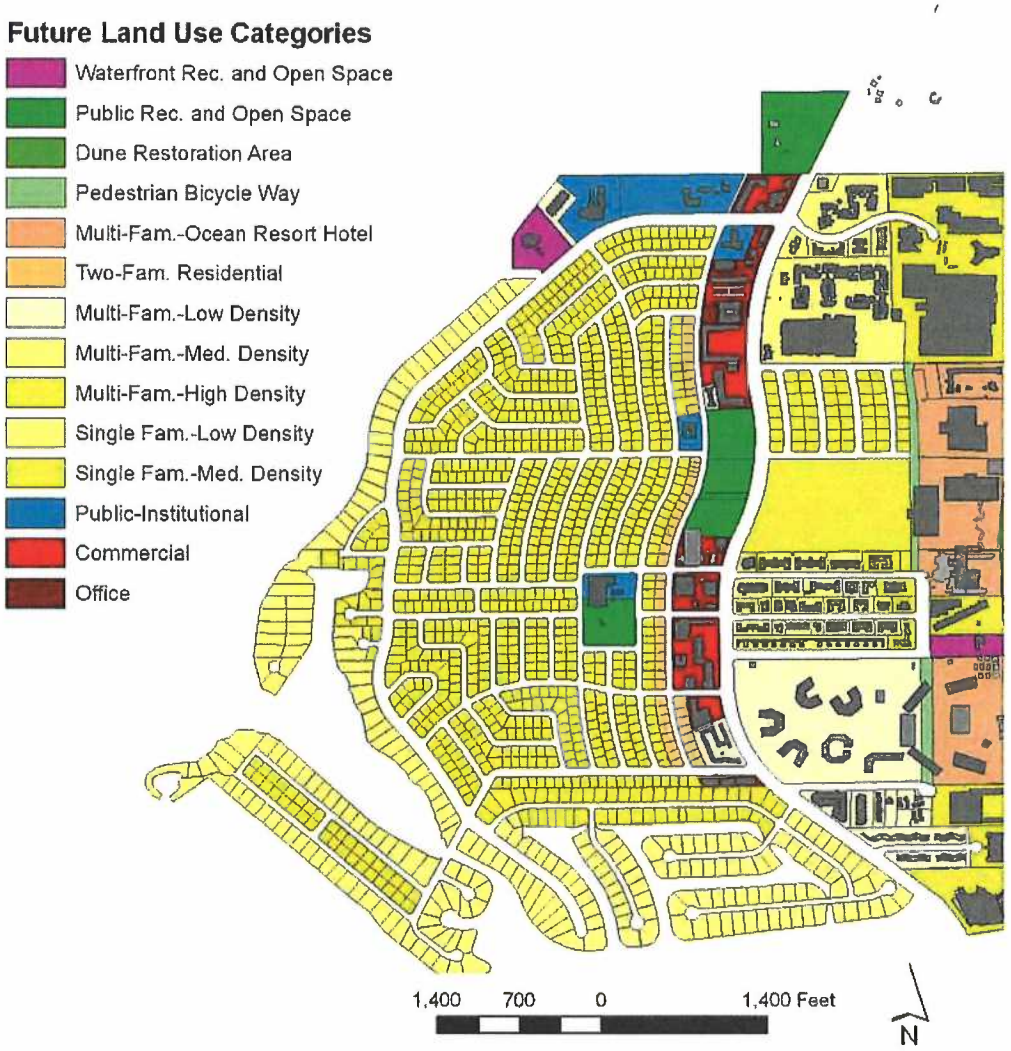
N

0 0.13 0.25 0.5 Miles

Section 30-80(f)(6)h.2 *Site Plan Review Procedures:* A map of the area showing where runoff presently goes and size, location, topography and land use of off-site areas which drain through, onto, and from the project.

Section 30-18(g): Drainage for all off-street parking facilities shall meet the requirements of the Metropolitan Miami-Dade County Planning, Development, and Regulation Landscape Manual.

Figure 1: Key Biscayne Future Land Use Map



Source: July 2007 Evaluation and Appraisal Report prepared by WRT

Transportation

The Village adopted Level of Service Standards in the original 1995 Master Plan for transportation and public facilities. Although concurrency management is no longer a requirement of the State Growth Management rules, the Village desires to continue upholding the LOS standards and monitoring concurrency regulations. Crandon Boulevard is a County-owned facilities and remains the only major arterial in the Village. All local roads belong to the Village. The Village has completed many roadway projects since incorporation to address transportation issues such as speeding, pedestrian safety, bicyclist safety, and golf-cart integration. Recently a number of transportation planning studies were prepared to analyze new approaches to getting around the island. Many of these include advancing more options for residents and visitors alike. One example is the highly utilized "Freebie" on-call public golf-cart program. This transportation option has been so successful, the largest complaint is that there are not enough available and delays in response times are now common. During this planning period it is recommended that the Village to continue to fund projects from the following recently completed transportation studies:

- *Golf/Bike/Pedestrian Safety Plan of 2009*
- *Traffic Calming Master Plan of 2012*
- *Transit Mobility Study of 2015*

Key Biscayne Transportation



Legend

- Traffic Signals
- Traffic Calming Structures
- Key Biscayne Municipal Limits
- Bike Lane
- BusRoutes

N

0 0.13 0.25 0.5 Miles

Stormwater and Resiliency

Planning for resiliency and addressing sea-level-rise will impact the future plans for the village transportation system and public facilities. The policies in the plan will be updated and revised to include public infrastructure projects that have been completed in addition to policies that address future needs. In the near-term, the 2016 Stormwater Improvement Implementation Plan will continue to be utilized to plan for upgrades to the system island-wide. Drainage improvements will include additional back flow preventers in all outfalls; additional pump stations for areas drained by gravity wells in low lying areas; back flow preventers in the gravity wells; continue to add pervious space as roadway are elevated and right-of-way becomes available. Additionally, in order to continue to fund the drainage improvements, the Village will prepare an updated Stowmwater Utility Fee evaluation and adopt policies to update the stormwater master plan every two years. The Village continues to address climate change issue such as beach erosion with implementation of a beach re-nourishment program which is funded annually as a capital project. Future planning efforts will include considering adding breakwaters and other control mechanisms to prevent erosion. Other efforts to harden public facilities is the Village's plan to embark on under-grounding of the electric service lines. In the near-term, an undergrounding utility master plan will be prepared, which will include cost estimates and funding recommendations. Other updates to utilities could be to provide fiber optic infrastructure village-wide.

Key Biscayne Critical Erosion Area



Legend

- Critical Erosion Areas
- Key Biscayne Municipal Limits

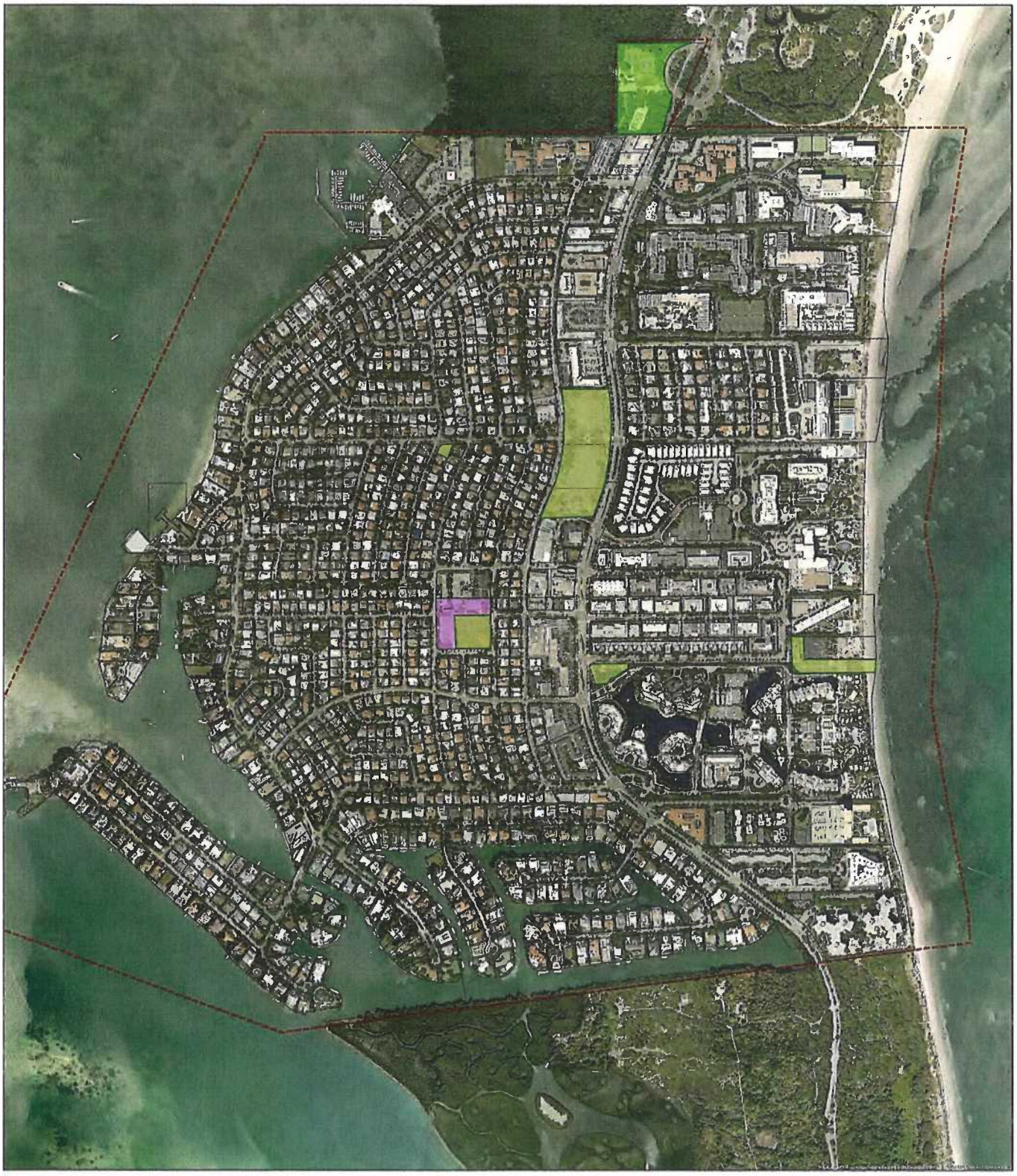
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Parks and Open Space

The Village recently purchased a vacant single-family parcel and applied for grant funding to develop a new pocket park in order to continue to provide more active recreational acres. The Village is attractive to young, growing families that have recreational needs. The challenge, due to the built-out condition of the island, is the lack of available space for active recreation. During the last planning period the Village developed a new recreation facility next to Village Hall and expanding active park space by adding soccer fields and tot lots. The village plans to continue to explore more opportunities to purchase single-family lots that can be redeveloped into additional pocket parks. The administration will also considered preparing a Parks Master plan to be strategic about the location of new pocket parks. The Parks plan could also consider planning for a new fine arts center or performance center and in the long-term a new library.

Key Biscayne Parks and Public Open Spaces



Sewer, Water, Solid Waste & Schools

The Village will continue to coordinate and work with the County relating to services they provide such as sewer, water, solid waste and schools. In the previous planning period the sanitary sewer system was completed village-wide. While some users have yet to connect to the system (and remain on septic), the ten year grace period is due to expire in the next year, and all will be required to connect. The Village will continue to maintain the adopted levels-of-service for these facilities. The County maintains the sewer and water infrastructure and has capacity and resources to continue to service the Village's needs during this planning period. The Department operates three regional wastewater treatment plants (WWTP), the North, Central, and South District WWTP, with a permitted treatment capacity of 368 MGD.

It is a recommendation of this plan that the Village prepare and adopt a Water Supply Facilities Plan and amend the comprehensive plan to incorporate updates as needed to bring the plan in compliance. The Village will continue to support water conservation policies such as the requirement for new and re-development to install low-flow toilets and showers; restrictions on times and days to water landscaping; and others. The County maintains the sewer and water infrastructure and has capacity and resources to continue to service the Village's needs during this planning period. The Department operates three regional water treatment plants, and five smaller plants in the southern part of the County for a permitted water treatment capacity of 452 million gallons per day (MGD). Water is drawn from the Biscayne Aquifer through 100 wells located in 15 separate wellfields with a permitted allocation of 418 MGD through 2027. The Village has contractual agreements with private haulers for the collection disposal of solid waste. The County maintains the solid waste infrastructure and has capacity and resources to continue to service the Village's needs during this planning period. The South Dade Landfill is a Class I garbage landfill that is permitted to accept garbage, trash, and special wastes such as asbestos, sterile medical waste, sludge, shredded tires, pathological waste (dead animals), ash, and contaminated soil. The North Dade Landfill is a Class III landfill that is permitted to accept only waste that is not expected to produce leachate which poses a threat to public health or the environment, such as trash, yard trash, shredded tires, and construction/ demolition debris. The Resources Recovery Facility (RRF) is owned by the County, the RRF converts garbage into refuse-derived fuel. Garbage and trash are processed into refuse-derived fuel and then burned in four boilers that produce steam to turn two turbine generators. Energy produced from burning the fuel is enough to power the plant and supply the average power needs of approximately 45,000 households per year. The Ash Landfill is a site for the final disposition of ash produced by the RRF.

The Village will continue to seek additional options for school facilities including requesting the school board pursue the "Old Frost Museum" as a new high school to service Key Biscayne and the neighborhoods such a Brickell that is also experiencing an increased need.

Key Biscayne Sewer Lines



Legend

- Sewer Line
- Key Biscayne Municipal Limits

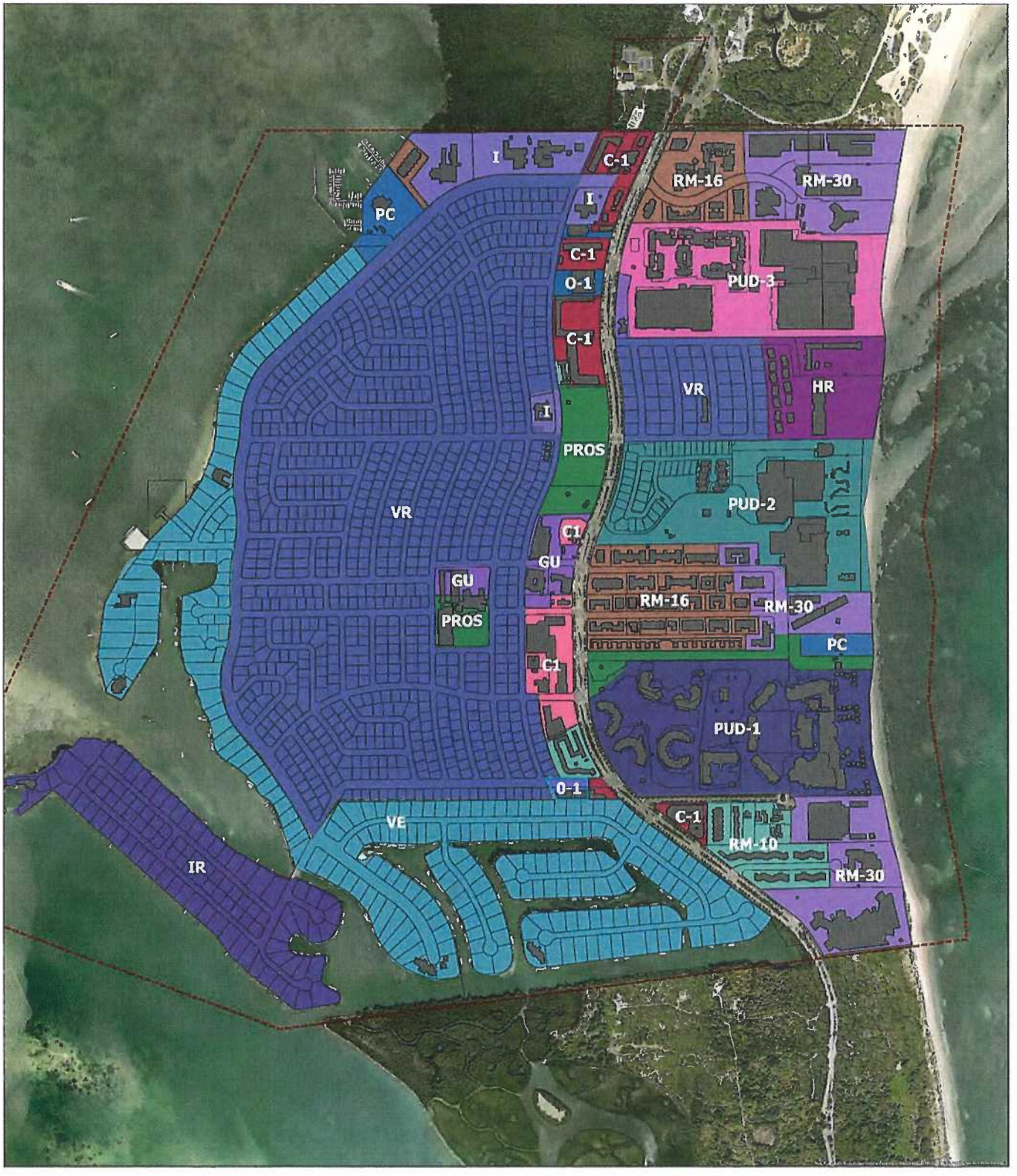
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Housing

While the density of units is presumed to remain the same over this planning period, the population could continue to increase, especially in the single family neighborhoods, with the largest increases continuing to be among children under age 18. Many existing, modestly sized residential structures are being redeveloped into substantially larger homes containing additional bedrooms. Future growth will be in the form of redevelopment. In addition to the population continue to increase, the redeveloped lots are affecting the community in other ways. Due to the recently adopted Flood Ordinance, homes are required to be built up, elevated out of the flood hazard zone. In some cases this has created a disconnected street scape in which the original Mackel homes remain essentially at ground level while a home next to it could have the front door at close to 15 feet higher. The Village will continue to regulate the use of fill dirt to ensure that elevated homes don't create a run-off hazard to those that remain at original elevation. During this planning period, it is estimated that the redevelopment at the mandated higher ground floor elevation will continue. The Village will consider addressing the aesthetic aspects of new development in creating urban design guidelines to encourage architectural options especially due to need to build at a higher elevation. Goal is to keep the street scape coordinated, the front door should not be 15' off the ground. The urban design guidelines will also address out-of-scale development due to FAR, this should further be addressed in the zoning code. During this period, the Village will continue to support and participate in regional sources of funding for homeowners to install solar panels and other technologies to increase energy efficiency of buildings. The Village currently participates in the PACE and COOP programs which provide financing opportunities to encourage green and energy efficient retrofits for homes.

Key Biscayne Zoning (2018)



Legend

Key Biscayne Municipal Limits
Key Biscayne Municipal Limits

Zoning
- 0-1
- Low Intensity Commercial
- C1
- Government Use
- Hotel Resort
- Institutional
- Island Residential
- Low Intensity Office
- Private Club
- Public Recreation and Open Spaces
- Ocean Club
- Grand Bay
- Key Colony
- Multi-Fam. Low Density
- Multi-Fam. Medium Density
- Multi-Fam. High Density
- Village Estate
- Village Residential

N

0 0.13 0.25 0.5 Miles

Key Biscayne FEMA Flood Zones



Legend

FEMA Flood Zone	VE
A	X
AE	X (SHADED)
AH	<all other values>
D	Key Biscayne Municipal Limits
OPEN WATER	Key Biscayne Municipal Limits

N

0 0.13 0.25 0.5 Miles

EVALUATION AND ANALYSIS

Future Land Use Element

FUTURE LAND USE ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Policy 1.1.1: Revise the following outdated language "enact and enforce land development code"

Policy 1.1.2: Revise the following outdated language "adopt the land development code"

Policy 1.1.3: Revise the following outdated language: "land development code provisions for subdivisions, signs and floodplain protection"

Policy 1.1.4: Revise the following outdated language "establish and maintain a street tree master plan"

Figure 1: Revise the following outdated language: "Notes pertaining to the future land use map planning period 1994-2004"

Revise the following outdated language: "1. DRI Development Order"

Delete this is a duplicate: "2. copy of note 1 above"

Revise the following outdated language: "3. – 5. Reference to the Traffic Circulation Element"

Revise the following outdated language: "6. site at the SE corner of Crandon and Seaview zoning and future redevelopment"

Revise the following outdated language: "7. acquire pedestrian access rights"

Objective 1.2: Revise the following outdated language: "No later than 2004 revitalization of at least on Crandon Boulevard property"

Policy 1.2.1: Revise the following outdated language: "land development code provisions for development standards"

Policy 2.1.2: Revise the following outdated language: "enact and enforce requirements that septic tank drain fields be installed"

Policy 2.2.4: Revise the following outdated language: "enact and enforce land development code a concurrency management system"

Policy 2.3.2: Revise the following outdated language: "enact and enforce land development code provisions that require one inch of on-site drainage detention""

Objective 2.4: Revise the following outdated language: "Eliminate or reduce land uses which are inconsistent with applicable interagency hazard mitigation report recommendations; Metro-Dade Office of Emergency "

Policy 2.4.1 Revise the following outdated language: "Interagency Hazard Mitigation Team Report, FEMA 955-DR-FL August 1992"

Policy 2.4.2 Revise the following outdated language: "Metro-Dade Office of Emergency Management"

Policy 2.5.1 Revise the following outdated language: "enact and enforce land development code for sewer lift stations, stormwater lift stations..."

Objective 2.6 Revise the following outdated language: "No later than 2015 prepare a list of significant historic structures"

Policy 2.6.1 Revise the following outdated language: "no later than 2015 identify all properties that are at least 50 years old"

Policy 2.7.1 Revise the following outdated language: "implementation of a master drainage plan; replacement of septic tanks with sewer"

Policy 3.1.2 Revise the following outdated language: "land development regulations shall allow for use of alternate renewable sources of energy"

Objective 3.2 Revise the following outdated language: "shall provide policies within the land development regulations which are designed to reduce energy use"

Policy 3.2.5 Revise the following outdated language: "By December 2015 consider amending the land development regulations to adopt specific standards and strategies that address greenhouse gas emissions and energy conservation"

COMPREHENSIVE REVIEW OF THE FUTURE LAND USE ELEMENT

Goals, Objectives, and Policies	Element	Implementation Status
FUTURE LAND USE		
Goal 1	**Achieve desired community character: Key Biscayne should be a residential community. Development policies should protect residential character. Future residential development shall be at the lowest densities consistent with protection of reasonable property rights. Hotels should be permitted in order to provide ocean access opportunities and respect an established land use pattern; however, they should be modest in size so as to not overpower the community's residential character. Other commercial development should be sized to meet the needs of residents and hotel guests. Office development should be limited to the minimum amount practical in light of existing development patterns.**	
Objective 1.1	**Future Land Use Categories:** Maintain existing development and achieve new development and redevelopment which is consistent with the community character statement articulated as Goal 1.	**Implemented.** The Land Development Code is consistent with the Master Plan.
Policy 1.1.1	By statutory deadline or sooner, enact and enforce land development code consistent with the Future Land Use Map (FLUM).	**Implemented:** *Ongoing.* The Land Development Code is consistent with the Master Plan.
Policy 1.1.2	Until adoption of a Land Development Code (LDC), regulate development according to the FLUM, including specified land uses, densities and intensities.	**Implemented.** The Land Development Code was adopted.

Policy 1.1.3	By statutory deadline or sooner, enact and enforce provisions governing subdivisions, signs and floodplain protection consistent with the Master Plan (MP).	**Implemented.** See below.
	Subdivision regulations.	**Implemented.** VKB uses the County's subdivision regulations.
	Sign regulations.	**Implemented.** Sign regulations are governed under the adopted Land Development Code.
	Floodplain protection provisions.	**Implemented.** Floodplain regulations are based on FEMA requirements as specified in the Master Plan. Additionally, the LDC was amended this year to establish lot elevations for SF-R at 10' + 1' minimum.
Policy 1.1.4	Establish a street tree master plan.	**Implemented.** Ongoing maintenance.
Objective 1.2	**Commercial Redevelopment:** By 2004, achieve private revitalization of at least one Crandon Boulevard property that has a blighting impact on the Village.	**Implemented.**
Policy 1.2.1	By statutory deadline or sooner, enact and enforce land development code standards and incentives to achieve new development, renovated development and or redevelopment that meets high signage, landscaping, circulation/parking and other standards.	**Implemented.** See below.
	All new development, renovated development and redevelopment consistent with FLUM.	**Implemented.** The Land Development Code is consistent with the Master Plan.
	Sign regulations.	**Implemented.** Sign regulations are governed under the adopted Land Development Code.
	Landscaping requirements.	**Implemented.** Landscaping requirements are governed under the adopted Land Development Code.
	Parking requirements.	**Implemented.** Parking requirements are governed under the adopted Land Development Code.
Goal 2	**Protect and enhance the residential, commercial, resort, and natural resource areas of the Village.**	
Objective 2.1	**Sanitary Sewer Facilities:** Coordinate with the County and appropriate agencies to maintain sanitary sewer service and ensure effective septic and drain field functioning.	**Implemented.** Ongoing. Septic and drain field monitoring will be phased out during this planning period due to the requirement to connect to the sewer system.

Policy 2.1.1	The Village shall coordinate with Miami-Dade County to maintain sanitary sewer services.	**Implemented.** The sewer system is complete and VKB will continue to coordinate with Miami-Dade County on maintenance.
Policy 2.1.2	Enact and enforce installation requirements to ensure effective functioning of septic and drain fields.	**Implemented.** Septic and drain field monitoring will be phased out during this planning period due to the requirement to connect to the existing sewer system.
Objective 2.2	**Storm Sewer Infrastructure:** Continue to upgrade drainage system so outfalls into Biscayne Bay (and adjacent canals) fully meet NPDES standards and Chapters 17-25 and 17- 302.500, F.A.C., Continue to upgrade private property on-site drainage standards to ensure retention of at least the first one inch of stormwater, and no more runoff after development than before.	**Implemented:** *Ongoing.*
Policy 2.2.1	Enforce flood damage prevention regulations to ensure that new development occurs at appropriate elevations to minimize flood impact.	**Implemented:** *Ongoing.*
Policy 2.2.2	The Village shall enact and enforce land development code provisions that require one inch of on-site drainage detention, post development runoff equal to or less than pre development runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales, and drainage level-of-service (LOS) standards. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 1.1. of the Infrastructure Element.	**Implemented:** *Ongoing.*
Policy 2.2.3	The Village shall continue to upgrade the drainage system so that outfalls into Biscayne Bay and adjoining canals fully meet the NPDES standards and Chapter 17-25 and 17-302.500. F.A.C.	**Implemented:** *Ongoing.*
Policy 2.2.4	Enact and enforce as part of the land development code a concurrency management system for development permits that meets 9J- 5.0055 for infrastructure, recreation, and Transportation.	**Implemented:** *Ongoing.*
Objective 2.3	**Natural Resources:** The Village shall continue to upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjoining canals) fully meet NPDES and State standards. Upgrade on-site drainage standards to ensure that private properties retain at least the first one inch of stormwater on-site, and permit no more runoff after development than before development.	**Implemented:** *Ongoing.*
Policy 2.3.1	Based upon the capital cost implications of the Village of Key Biscayne Drainage Master Plan, the Village shall apply the stormwater utility assessment. The Village shall update its Drainage Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 of the Infrastructure Element.	**Implemented:** *Ongoing.*

Policy 2.3.2	By the date required by state statue or sooner, the Village shall enact and enforce land development code provisions that require one inch of on-site drainage detention, post development runoff equal to or less than predevelopment runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales, drainage level-of-service standards, ocean beach dune protection and vegetation, and other environmentally sensitive land protection measures. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 2.3 above. Such provisions shall be consistent with this plan and with the applicable Florida statutory and administrative code requirements. The shall also be consistent with applicable standards promulgated by the South Florida Water Management District, the South Florida Reginal Planning Council, Miami-Dade County, the Florida Department of Environmental Protection, and/or other agencies with relevant jurisdiction and/or information.	**Implemented:** *Ongoing.*
Objective 2.4	**Hurricane Evacuation:** Eliminate or reduce land uses inconsistent with interagency hazard mitigation report recommendations, and provide all relevant information to the Metro-Dade County (MAC) Office of Emergency Management (OEM).	**Implemented.**
Policy 2.4.1	Regulate development according to the FLUM and consistent with Interagency Hazard Mitigation Team Report, FEMA 955-DR-FL, 1992.	**Implemented:** *Ongoing.* Development continues to be regulated according to the FLUM. The Hazard Mitigation Team Report of 1992 is no longer relevant.
Policy 2.4.2	Annually assess population densities and transmit significant changes to MDC OEM.	**Implemented:** *Ongoing.* No significant changes to density are expected during this planning period.
Objective 2.5	**Drainage and Sewer System Land Needs:** Ensure suitable land is available for drainage and sanitary sewer facilities needed to support planned infrastructure improvements.	**Implemented:** *Ongoing.* The sanitary sewer system is complete village-wide. The Village continues to plan for and update storm drainage infrastructure.
Policy 2.5.1	By statutory deadline or sooner, enact and enforce land development code provisions for sewer and stormwater facilities.	**Implemented.**
Policy 2.5.2	Do not vacate road rights-of-way (ROW) without first determining that the ROW is not necessary to accommodate future storm and/or sanitary sewer facilities.	**Implemented:** *Ongoing.*

Objective 2.6	**Historic Preservation:** No later than 2015, prepare a list of potentially significant historic structures and a strategy for their preservation including all properties eligible for designation on the National Register of Historic Places.	**Not implemented.** There is no local designation process, nor a list of historic properties because there are few structures on the Island older than 50 years and of significant historic merit. The structure associated with Nixon was eligible, but it was demolished in the summer of 2004. A cottage on the Matheson property was restored in a manner consistent with how it was originally built to represent typical local tourist lodgings of the time. A plaque was erected to acknowledge its historical significance. As the oldest public buildings age, citizen groups are independently applying for historical designations.
Policy 2.6.1	Based upon historical records and accounts of early development in the Village, the Village shall, no later than 2015, identify all properties that are at least 50 years old. Based upon the inventory of properties, the Village will also consider which buildings, if any, may be eligible for designation on the National Register of Historic Places. A strategy for the preservation of some or all of these structures shall be drafted.	**Not implemented.** The Village will continue to encourage private designations as buildings age.
Objective 2.7	**Biscayne Bay Preservation:** Assist MDC's efforts to preserve and enhance Biscayne Bay Aquatic Preserve.	**Implemented.** The sanitary sewer system is complete village-wide.
Policy 2.7.1	Attempt to maintain and improve water quality of Biscayne Bay by implementing DMP, replacing septic tanks with sanitary sewers, land development code provisions for on-site stormwater detention and marina pump-out facilities, and coordination with Biscayne Bay Shoreline Development Review Committee.	**Implemented.** Coordination is ongoing. The sanitary sewer system is complete village-wide.
Objective 2.8	**Water Supply:** Assist the Miami-Dade County Water and Sewer Department in ensuring there is sufficient water supply for existing and new development in the Village.	**Implemented.** Through the Land Development Code requirements for concurrency.
Policy 2.8.1	The Village, through the land development regulations, will coordinate land uses and future land use amendments with the availability of water supplies and water supply facilities.	**Implemented.** Through the Land Development Code requirements for concurrency.
Goal 3	Implement Greenhouse Gas Reduction Strategies.	
Objective 3.1	**Reduction energy use and greenhouse gas production:** The Village shall consider changes to the future land use plan based upon energy efficient land use patterns, while providing for existing and future energy electric power generation and transmission systems.	**Implemented.**

Policy 3.1.1	The Village shall ensure that its Master Plan and land development regulation do not prevent the construction of electric substations within the Village.	**Implemented.**
Policy 3.1.2	The Village's land development regulations shall allow for use of alternate, renewable sources of energy including the use of solar panels.	**Implemented.**
Policy 3.1.3	The Village shall provide for redevelopment activities in the land development regulations and zoning code and enhance the infrastructure of aging neighborhoods as needed.	**Implemented.** Through the Land Development Code requirements for new construction.
Policy 3.1.4	The Village shall permit a variety of housing opportunities in varying price ranges.	**Implemented.** Through the Land Development Code and the FLUM.
Policy 3.1.5	The Village shall continue to allow home based businesses to the extent that impacts are compatible with the residential community.	**Implemented.** Through the Land Development Code.
Policy 3.1.6	The Village shall support mixed use development to encourage reduced vehicle usage.	**Implemented.** Through the Land Development Code.
Policy 3.1.7	The Village shall maintain its network of bicycle lanes and pedestrian facilities with specific consideration of connectivity to schools and public facilities.	**Implemented:** *Ongoing.*
Policy 3.1.8	The Village shall ensure that new development and redevelopment provides for pedestrian, bicycle and automobile connectivity to adjacent rights-of-ways, adjacent development and the public transportation system.	**Implemented:** *Ongoing.*
Objective 3.2	**Implement greenhouse gas reduction strategies:** The Village shall provide for policies within the land development regulations and Master Plan which are designed to reduce energy use and the creation of greenhouse gases.	**Implemented.** Through the Land Development Code and the Florida Building Code.
Policy 3.2.1	The Village shall to the extent financially feasible, educate residents on home energy reduction strategies.	**Implemented:** *Ongoing.*
Policy 3.2.2	The Village shall to the extent financially feasible, educate residents on the cost and environmental effects of automobile idling.	**Implemented:** *Ongoing.*
Policy 3.2.3	The Village shall continue to reduce the heat island effect by maintaining its green infrastructure through maintenance of its tree canopy, parks, open spaces, wetland mitigation areas, landscaped medians and scenic vistas.	**Implemented.** Ongoing, through the Capital Improvements Plan.
Policy 3.2.4	The Village shall continue to require open space and pervious surface areas in development and redevelopment.	**Implemented:** *Ongoing.*
Policy 3.2.5	By December 2015, the Village shall consider amending the land development regulations to adopt specific standards and strategies that address greenhouse gas emissions, energy efficient housing, and overall energy conservation as per Objective 3.1 and 3.2.	**Implemented:** *Ongoing.*



Transportation Element

TRANSPORTATION ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Policy 1.1.2 Revise the following outdated language: "enact and enforce land development code"

Policy 1.1.3 Revise the following to include a date: "shall update its Future Transportation Map, when necessary"

Policy 1.3.1 Revise the following:

- Add to list and update organizations
  - "Metro-Dade County Planning Department"
  - Change "Metropolitan Planning Organization" to "Transportation Planning Organization"

Objective 1.6 Reduction of Greenhouse Gases

Description Paragraph

- Recommendations for expanding policies to include:
  - Including criteria pollutants (NOx, SOx, CO2, Pb, PM, etc.)
  - EPA concurrency and reporting
  - Electric vehicles and fleet expansion
  - Electric vehicle charging stations

Add new policies to address the following as it relates to transportation issues for this planning period:

- Rickenbacker Causeway, address sea level rise and hardening including repairs to ensure bridges don't fail if experiencing significant storm surge
- Continue expanding bike and pedestrian infrastructure
- Climate change mitigation (incorporate new technology to support further reduction in GHG emissions)
- General pollutant mitigation (vehicle idling)
- Continue to expand on the FreeBee golfcart services for Village residents and visitors

COMPREHENSIVE REVIEW OF THE TRANSPORTATION ELEMENT

Goals, Objectives, and Policies	Element	Implementation Status
TRANSPORTATION		
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.**	

Objective 1.1	**Transportation System:** Maintain the designated LOS, but with enhanced pedestrian safety and amenities.	**Partially implemented and Ongoing.** The Village has maintained LOS except at main intersections; however, deficiencies will continued to be corrected. The Crandon Boulevard Street Enhancements are complete. Recent transportation planning includes 2009 Golfcard/ bike/pedestrian safety plan; 2012 Traffic Calming Master Plan and 2015 Transit Mobility Study.
Policy 1.1.1	The Village shall regulate timing of development to maintain at least the following peak hour level of service standards: Arterials (LOS "D"); Collectors (LOS "B"); and Local Service Streets (LOS "A").	**Implemented:** *Ongoing.* Density limited by ordinance to current level.
Policy 1.1.2	By statutory deadline or sooner, enact and enforce LDC standards regarding roadway access and on-site traffic flow and parking.	**Implemented.** Parking requirements and on-site traffic flow are governed under the adopted Land Development Code.
Policy 1.1.3	The Village shall update the Future Transportation Map, when necessary	**Implemented:** *Ongoing.*
Objective 1.2	**Land Use Plan Implications:** Limit commercial development and redevelopment to arterial road frontage plus Harbor Drive collector street frontage from Fernwood Road to Crandon Boulevard.	**Implemented:** *Ongoing.* The Village has a Commercial zoning district; all commercial development and redevelopment is contained within that zone. As denoted on the future land use map, the District is located along Crandon Boulevard.
Policy 1.2.1	Use future land use and zoning maps to limit commercial and office development to arterial frontage and Harbor Drive collector street frontage from Fernwood Road to Crandon Boulevard except for ocean resorts.	**Implemented:** *Ongoing.*
Policy 1.2.2	The Village shall maintain pedestrian, bikeway, and golf cart access points at the rear property lines of commercial properties which are bounded on the rear property line by Fernwood Road.	**Implemented:** *Ongoing.*
Policy 1.2.3	The Village shall coordinate its Future Land Use Map with its Future Transportation Map.	**Implemented:** *Ongoing.*
Objective 1.3	**Regional Plans:** Work with MDC to limit traffic volume increases on the Rickenbacker Causeway.	**Implemented:** *Ongoing.*
Policy 1.3.1	The Village shall work closely with Miami-Dade County and Metropolitan Planning Organization to limit the intensity of development along the Causeway and Crandon Boulevard in order to maintain an adequate traffic level of service.	**Implemented:** *Ongoing.* Adopted Virginia Key and Calusa Park agreements.

Policy 1.3.2	In order to provide for control of traffic flow associated with Bill Baggs Park, the Village shall encourage the appropriate governmental entities to place and operate electric message signs at the intersection of Interstate 95 and U.S. 1 as well as the Rickenbacker Causeway toll plaza to inform motorist if Bill Baggs Park is at capacity accepting additional visitors.	**In Progress.**
Objective 1.4	**Right-of-Way Protection:** Protect existing and future rights-of-way from the encroachment of buildings and other impediments through enactment and enforcement of a land development code which implements the Future Land Use Map and the Future Transportation Map, and achieve a 10 percent net reduction in the lineal footage of Crandon Boulevard (plus on block of Harbor Drive) curb cuts and otherwise protect the integrity of existing and proposed rights-of-way.	**Implemented.** Curb cuts have been reduced in several locations as a result of the Crandon Boulevard Streetscape Project. The Project's Master Plan explicitly reduced curb cuts.
Policy 1.4.1	Use LDC to prohibit ROW encroachments through setback requirements.	**Implemented.**
Policy 1.4.2	Use LDC standards and LDC review process to reduce number and width of existing curb cuts on Crandon and Harbor by 10%.	**Implemented.** See above Objective 1.4.
Objective 1.5	**Bikeways and Pedestrian Ways:** Maintain the pedestrian and bikeway system for Crandon Boulevard, Harbor Drive, Fernwood Road, West Wood Drive and West Mashta Drive.	**Implemented.** Ongoing through the Capital Improvement Program.
Policy 1.5.1	The Village shall maintain the bicycle, pedestrian way and streetscape plan for the following streets Harbor Drive, Fernwood Road, West Mashta Drive and Crandon Boulevard. Related to these plans for streetscape improvements will be traffic engineering techniques to slow traffic speeds; the Village shall continue to implement speed control planning and traffic calming mechanisms.	**Implemented.** Ongoing through the Capital Improvement Program and the implementation of the 2012 Traffic Calming Master Plan.
Objective 1.6	**Reduction of Greenhouse Gases:** The Village shall explore transportation strategies to implement reductions in greenhouse gas emissions created by the transportation sector.	**Implemented.** Ongoing through the Capital Improvement Program and the implementation of the 2009 Golfcart/Bike/Pedestrian Safety Plan and the 2015 Transit Mobility Study.
Policy 1.6.1	The Village shall, to the extent financially feasible, explore and develop programs to encourage non-motorized and golf cart transportation by continued improvements and enhancements to its pedestrian, bikeway, and golf cart systems.	**Implemented.** Ongoing through the Capital Improvement Program and the implementation of the 2009 Golfcart/Bike/ Pedestrian Safety Plan.
Policy 1.6.2	To the extent financially feasible, the Village shall educate residents on the cost and environmental effects of automobile idling.	**Implemented:** *Ongoing.*
Policy 1.6.3	The Village shall continue to maintain a policy of permitting golf carts on designated local roadways to provide an energy efficient alternative means of transportation for Village residents.	**Implemented.** Ongoing through the Capital Improvement Program and the implementation of the 2009 Golfcart/Bike/ Pedestrian Safety Plan.

Housing Element

HOUSING ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Policy 1.1.1 Delete this policy, it is a duplication of Objective 1.2

Policy 1.4.2 Revise the following outdated language: "County Surtax funds, the County Housing Finance Agency"

Policy 1.4.5 Revise the following outdated language: "explore potential LDRs to provide for the improvement of energy efficiency in new housing and in the redevelopment of existing housing"

Policy 1.5.1 Revise the following outdated language: "by 2015 shall designate those structures that due to age, architecture and function are candidates for historic designation and protection"

Objective 1.7 Revise the following outdated language: "achieve and maintain 100 percent standard housing and achieve private reinvestment to structurally and aesthetically upgrade at least 50 existing housing units"

Objective 1.8 Revise the following outdated language: "Eval and update the land use designations and districts to promote affordable housing"

Policy 1.8.1 Revise the following outdated language: "coordinate its future land use planning to ensure that LDRs and zoning foster diverse housing types to serve the needs of the Village"

Policy 1.9.1 Revise the following outdated language: "land development regulations shall allow for use of alternate renewable sources of energy"

COMPREHENSIVE REVIEW OF THE HOUSING ELEMENT

Goals, Objectives, and Policies	Element	Implementation
HOUSING		
Goal 1	**To assure the availability of a sound and diversified housing stock in Key Biscayne.**	
Objective 1.1	**New Construction:** Cooperate with private sector in the construction of residential units that are well designed and that provide diversified housing types.	**Implemented.** Ongoing through the Land Development Code.
Policy 1.1.1	Group Homes: Accommodate as many small group homes and foster care facilities as possible in residential areas.	**Implemented.** Ongoing through the Land Development Code.
Policy 1.1.2	Periodically review permitting and regulatory processes in the LDC to ensure prompt and professional development permitting process.	**Implemented:** *Ongoing.* The Village uses Permits Plus to upgrade processing and established a timeline for permit processing.
Objective 1.2	**Group Homes:** Accommodate as many small group homes and foster care facilities as possible in residential areas.	**Implemented.** Duplication of Policy 1.1.1

Policy 1.2.1	The Village shall enact and continue to enforce land development code regulations which permit State-licensed group homes, including foster care facilities. Such regulations shall permit small scale group homes and foster care facilities in residential areas and areas with residential character and shall otherwise be designed to meet State law. Prior to enactment of such regulations in a manner which is fully consistent with State law and administrative code requirements pertaining to group homes. The Village shall encourage the State to consider the hurricane evacuation constraints in the licensing of facilities on the Key.	**Implemented.** Ongoing through the Land Development Code.
Objective 1.3	**Conservation Rehabilitation, Demolition, Substandard Housing Structural and Aesthetic Improvement of Housing:** Maintain a structurally sound housing stock by rehabilitating or demolishing housing units that may deteriorate to a substandard condition in the future. Measure achievement by existence of no substandard housing units.	**Implemented:** *Ongoing.*
Policy 1.3.1	The Village Manager shall enforce County minimum housing standards code or appropriate modified code enacted by Council.	**Implemented:** *Ongoing.* The County's codes are used.
Policy 1.3.2	Through land development code setback/bulk standards and through implementation of the Village's drainage master plan (including on-site retention standards) the Village shall assure the continuation of stable residential neighborhoods.	**Implemented:** *Ongoing.* The Village will continue to revise Land Development Code standards to address bulk as well as compatible street frontage. On-site retention standards have been implemented. The Village continuously plans for and implements improvements to the village-wide drainage system.
Objective 1.4	**Housing Coordination and Implementation:** The Local Planning Agency (LPA) shall define and seek opportunities to promote affordable housing of a type and within a price range consistent with the local Key Biscayne market and general market conditions.	**Implemented:** *Ongoing.* The Village will continue to seek intergovernmental assistance and partnerships when addressing affordable housing beyond what is within the typical price range of the Key Biscayne market.
Policy 1.4.1	Communicate with private and non-profit housing agencies to assure that Village policy information flows to housing providers.	**Implemented:** *Ongoing.* The Village will continue to seek intergovernmental assistance and partnerships when addressing affordable housing beyond what is within the typical price range of the Key Biscayne market.

Policy 1.4.2	Cooperate with any developer using County or other subsidy mechanisms.	**Implemented:** *Ongoing.* No developer has called to date, but if one did the Village would be willing to cooperate.
Policy 1.4.3.	The Village shall explore federal, state, and local housing subsidy programs as a means to provide housing opportunities for very low, low, and moderate-income persons and families.	**Implemented:** *Ongoing.* The Village will continue to seek intergovernmental assistance and partnerships when addressing affordable housing beyond what is within the typical price range of the Key Biscayne market.
Policy 1.4.4	The Village shall monitor current and future housing needs and explore innovative solutions to increase the affordability and diversity of housing stock while maintaining compliance with Coastal High Hazard Area and Floodplain regulations	**Implemented:** *Ongoing.* The Village will continue to seek intergovernmental assistance and partnerships when addressing affordable housing beyond what is within the typical price range of the Key Biscayne market.
Policy 1.4.5	The Village shall explore potential land development regulations to provide for the improvement of energy efficiency in new housing and in the redevelopment of existing housing.	**Implemented.** Ongoing through the Land Development Code and the Florida Building Code requirements.
Objective 1.5	**Historically Significant Housing:** Identify historically significant residential properties within the Village.	**Not implemented.** There is no local designation process, nor a list of historic properties because there are few structures on the Island older than 50 years and of significant historical merit.
Policy 1.5.1	Based upon historical records and accounts of early development in the Village, by 2015 the Village should designate those structures that due to age, architecture and function are candidates for historic designation and protection. A strategy for the preservation of some or all of these structures shall be drafted. The Village should identify all properties that are at least 50 years old. Based upon the inventory of properties, the Village may consider the designation of a local historic district. In addition, the Village will also consider which buildings, if any, may be eligible for designation on the National Register of Historic Places.	**Not implemented.** See above Objective 1.5.
Objective 1.6	**Development of Affordable Housing in Nearby Communities:** List adequate sites for the distribution of very low income, low income and moderate income families.	**In progress.** The Village has not listed adequate sites in other communities, nor has its help been requested.

Policy 1.6.1	Village manager or designee shall monitor the housing and related activities of the South Florida Regional Planning Council and nearby local jurisdictions. The Village manager or designee will inform Village Council of these activities and shall recommend, as appropriate actions that could help encourage the provision of adequate sites for distribution of affordable housing in nearby communities with land values that can reasonably accommodate such housing. The Village shall encourage ongoing interlocal coordination with other jurisdictions and non-governmental agencies to facilitate the provision of affordable housing.	**In progress.** The Village shall continue to encourage ongoing interlocal coordination with other jurisdictions and non-governmental agencies to facilitate the provision of affordable housing.
Policy 1.6.2	The Village shall coordinate with Miami-Dade County and the City of Miami to create a program for annual evaluation of affordable housing needs within incorporated and unincorporated areas.	**In Progress.** Implementation will occur through intergovernmental coordination efforts.
Policy 1.6.3	The Village shall participate in the South Florida Regional Planning Council's initiatives directed toward educating local governments of new techniques, especially programs applicable to the region and county, for promoting affordable housing.	**In Progress.** Implementation will occur through intergovernmental coordination efforts.
Policy 1.6.4	The Village shall evaluate the feasibility of establishing an affordable housing trust fund in partnership with Miami-Dade County or the City of Miami through interlocal agreements, to fund affordable housing programs and projects in Miami-Dade County and/or the City of Miami.	**In Progress.** Implementation will occur through intergovernmental coordination efforts.
Policy 1.6.5	Through the Village's affordable housing initiatives, and through intergovernmental coordination with Miami-Dade County and/or the City of Miami through interlocal agreements, the Village shall establish standards to improve energy efficiency of housing provided through affordable housing programs.	**In Progress.** Implementation will occur through intergovernmental coordination efforts.
Objective 1.7	**Structural and Aesthetic Improvement of Existing Housing:** Achieve and maintain 100% standard housing and achieve private reinvestment to structurally and aesthetically upgrade at least 50 existing housing units.	**Implemented:** *Ongoing.* The number of renovated Mackel homes greatly exceeds 50. This policy should be updated to reflect the current condition in the Village.
Policy 1.7.1	Vigorously enforce the existing code to ensure no housing becomes substandard.	**Implemented:** *Ongoing.*
Policy 1.7.2	The Village shall enforce LDC regulations which set appropriate building height, setback and other regulations which facilitate aesthetically pleasing upgrades to existing housing stock.	**Implemented.** Ongoing through the Land Development Code.
Objective 1.8	**Coordination with Future Land Use Element:** Evaluate the Future Land Use Element and Future Land Use Map and as feasible, update the Village's land use designations and zoning districts in order to promote the development of affordable housing within the Village.	**Implemented:** *Ongoing.* Zoning and the FLUM allows for varying densities in zoning districts, however these regulations do not govern the market values.

Policy 1.8.1	The Village shall coordinate its future land use planning to ensure that land designations and zoning districts foster diverse housing types to serve the needs of the Village's population by providing adequate areas for a variety of residential housing types including single-family, duplex, and multi-family units.	**Implemented:** *Ongoing.* Zoning and the FLUM allows for varying densities in zoning districts.
Objective 1.9	**Greenhouse Gas Reduction:** Support energy use and greenhouse gas reduction in conjunction with the existing and new housing stock.	**Implemented.**
Policy 1.9.1	The Village's land development regulations shall allow for the use of alternative, renewable sources of energy including the use of solar panels. The Village shall not prohibit the appropriate placement of photovoltaic panels. The Village shall develop and adopt review criteria to establish the standards for the appropriate placement of photovoltaic panels.	**Implemented.**
Policy 1.9.2	The Village, to the extent financially feasible, shall educate residents on home energy reduction strategies.	**Implemented.**
Policy 1.9.3	The Village shall encourage the placement of landscape materials to reduce energy consumption.	**Implemented.**



Infrastructure Element

INFRASTRUCTURE ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Objective 1.1 – Drainage

Description Paragraph

Revise the following outdated language: "The Village shall continue to upgrade "AND MAINTAIN" , delete the duplication of statement

Revise to reflect the most current Drainage Master Plan

Policy 1.1.1 Revise to set timeline horizons for assessments and updates to stormwater utility assessment, and Drainage Master Plan

Policy 1.1.2 Revise to delete redundancy; this is part of the Drainage Master Plan

Policy 1.1.3 Revise the following outdated language, which has been included in the Land Development Code:

- One-inch of on-site detention
- Post-development runoff equal to or less than peak pre-development runoff
- Erosion control
- Minimum percentage of pervious open space
- Maintenance of swales
- Drainage LOS standard

Objective 1.2 – Revise the following outdated language: "ensure effective septic and drain field functioning"

Objective 1.3 – Revise to add language on Sustainability (e.g. waste diversion/reduction, recycling, etc.)

Objective 1.4 – Level of Service

- Revise Level of Service standards as needed
  - "maximum day flow" (140 gallons/person/day) sewage
  - "maximum day flow" (280 gallons/person/day) potable water
    - o 20 pounds/square inch at property line
  - Drainage (meet local/state/fed requirements); one inch retainment
  - Solid waste (5 years' capacity; 5.2 pounds/person/day generation)

Policy 1.4.2 – Delete, the policy is outdated.

Policy 1.4.4 – Delete "Post-development shall not exceed peak pre-development runoff" – redundant with policy 1.1.3 (Land Development Code)

Policy 1.5.9 Revise the following outdated language, add language about exploring new BMPs and technologies: "The Village shall protect water quality in traditional and new alternative water supply sources"

RECOMMENDED NEW OBJECTIVES AND POLICIES

- Think about unintended consequences for stormwater (e.g. swales not reducing water, but holding it; having water come up through swales)
- Adding language about BMPs, new technologies, green infrastructure for stormwater management
- STORMWATER MANAGEMENT – need to include updates based on the most recent stormwater improvement implementation plan and on issues and how they will be managed in the future
- SEWERS – Include policies that address requirements for septic tank users to connect to the sanitary sewer system.
- Add language on Sustainability of Solid Waste systems (waste diversion, waste reduction, home composting, solar panels, etc)
- Add language on resiliency planning in phases that make sense; ie. Adding pumps before raising streets
- Add policies on beach protection infrastructure such as the feasibility of breakwaters
- Add policy for potential to elevate road on/off island at Crandon Park which is already experiencing flooding during heavy storm events
- Update the Infrastructure Element to address Water Supply Planning and for consistency with the Lower East Coast Water Facilities Supply Plan.

COMPREHENSIVE REVIEW OF THE INFRASTRUCTURE ELEMENT

Goals, Objectives & Policies	Element	Implementation
INFRASTRUCTURE		
Goal 1	**To provide and maintain the public infrastructure in a manner that will insure bay water quality, and public health, safety, and quality of life for Key Biscayne residents.**	
Objective 1.1.	**Current Deficiencies and Future Needs; Drainage:** The Village shall continue to upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet NPDES standards and Chapters 17-25 and 17-302.500, F.A.C. The Village shall continue to upgrade on-site drainage standards to ensure that private properties retain at least the first one inch of stormwater on-site, and permit no more runoff after development than before development.	**Implemented:** *Ongoing.* The Village has continuously planned for and implemented storm water and drainage improvements village-wide including compliance with outfall standards at all 17 of the outfall to Biscayne Bay. The Village is currently implementing the recommendations from the 2016 Stormwater Improvement Implementation Plan by EAC. The Village submits annual NPDES reports and is audited yearly.
Policy 1.1.1	The Village shall maintain the stormwater utility assessment. The Village shall continue to update its Drainage Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade of storm sewer system in accordance with the specific standards of Objective 1.1 above.	**Implemented:** *Ongoing.* During this planning period the Village will prepare a study to review future funding needs and necessary adjustments to the stormwater utility fund assessments.

Policy 1.1.2	During the first phase of drainage master plan implementation, the Village shall begin to mitigate to the extent technically and economically feasible direct stormwater outfalls into the canals and Biscayne Bay. Anticipated improvements include a series of catch basins, manholes and pipes for the collection of the stormwater and routing to pollution control structures and drainage wells with emergency overflows. The pollution control devices (grease and oil separator) are to be provided before each drainage well to prevent contamination from entering. Emergency overflow structures are to be constructed at the existing outfalls and would discharge only when the storm events generates more than one inch of runoff. These improvements shall be designed to fully meet the specific standards set forth in Objective 1.1. above.	**Implemented:** *Ongoing.* The Village has continuously planned for and implemented storm water and drainage improvements village-wide including compliance with outfall standards at all 17 of the outfall to Biscayne Bay. The Village is currently implementing the recommendations from the 2016 Stormwater Improvement Implementation Plan by EAC. The Village submits annual NPDES reports and is audited yearly.
Policy 1.1.3	By statutory deadline or sooner, enact and enforce provisions regarding on-site drainage detention, runoff, erosion, minimum pervious open space, swale maintenance, and drainage level-of-service standards in order to meet requirements as outlined by Objective 1.1 above.	**Implemented:** *Ongoing.* Through the Land Development Code regulations.
Objective 1.2	**Current Deficiencies and Future Needs; Sewage:** Coordinate with the County and appropriate agencies to maintain sanitary sewer service, and ensure effective septic and drain field functioning. See Policies 1.2.1 for additional measurability.	**Implemented.** Septic and drain field monitoring will be phased out during this planning period due to the requirement to connect to the existing sewer system.
Policy 1.2.1	The Village shall help ensure effective functioning of septic tanks and drain fields by cooperating with the State and the County in the exercise of the jurisdiction of these agencies over septic tanks and drain field permitting and requirements.	**Implemented.** Septic and drain field monitoring will be phased out during this planning period due to the requirement to connect to the existing sewer system.
Objective 1.3	**Future Needs; Solid Waste:** Continue to achieve the most cost-effective solid waste collection system.	**Implemented:** Ongoing through existing contracts with haulers.
Policy 1.3.1	The Village shall monitor the cost efficiency of solid waste collection systems and Initiate any resulting recommended changes in the solid waste collection and recycling system.	**Implemented:** Ongoing through existing contracts with haulers.
Objective 1.4	**Level of Service:** Provide adequate capacities to meet the LOS standards; see policies for measurable standards.	**Implemented.**
Policy 1.4.1	*Sewered Areas:* County-wide "maximum day flow" of preceding year shall not exceed 98% of County treatment system's rated capacity. The sewage generation standard shall be 140 average gallons per capita per day.	**Implemented:** *Ongoing.*
Policy 1.4.2	*Unsewered Areas:* The LOS shall be receipt of a DERM septic tank permit.	**Obsolete.** The Village is serviced by a sanitary sewer system.

Policy 1.4.3	*Potable Water:* County-wide "maximum day flow" of preceding year shall not exceed 98% of County treatment system's rated capacity. Minimum pressure of 20 lbs./sq. in. at property line and consumption standard of 280 avg. gallons/capita/day.	**Implemented:** The adopted LOS is maintained, however, it is a recommended of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.4.4	*Drainage:* Nonresidential development and redevelopment accommodate runoff to meet Federal, state and local requirements. Stormwater is treated in according to Chapter 17-25 and Chapter 17-302.500, F.A.C., with one inch of runoff retained on site.	**Implemented:** Ongoing, on-site stormwater retention is mandated.
Policy 1.4.5	*Solid Waste:* County solid waste disposal system maintains a minimum of five years capacity using a generation rate of 5.2 pounds per person per day.	**Implemented:** Ongoing through existing contracts with haulers.
Objective 1.5	**Water Conservation:** Continue to strive to reduce the average daily per capita water consumption (dependent upon near-term ability to measure Village-wide consumption).	**Implemented:** Ongoing, water conservation is required through enforcement of the Florida Building Code. It is a recommended of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.5.1	By statutory deadline or sooner, enact and enforce LDC regulations including water conservation-based irrigation; water conservation-based plant species, lawn watering restrictions, mandatory use of ultra-low volume water saving devices for substantial rehabilitation and new construction, and other water conservation measures as feasible.	**Implemented:** Ongoing, water conservation is required through enforcement of the Florida Building Code. It is a recommended of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.5.2	Promote education programs that discourage waste and conserve potable water.	**Implemented:** Ongoing, water conservation is required through enforcement of the Florida Building Code. It is a recommended of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.

Policy 1.5.3	The Village will cooperate with Miami-Dade County in the effort to devise a means of tracking water consumption in the Village from customer billings or other sources.	**Implemented:** *Ongoing.* Through intergovernmental coordination the Village has access to water consumption rates.
Policy 1.5.4	Cooperate with WASA efforts to ensure the potable water distribution system shall reduce water loss to less than 16% of the water entering the system.	**Implemented:** *Ongoing.* Through intergovernmental coordination the Village will continue to monitor water loss in the system.
Policy 1.5.5	The Village shall update the Master Plan within 18 months of the South Florida Regional Water Management District updating its regional water supply plan, highlighting alternative water supply projects and completing the required "Work Plan Amendment"	**Not Implemented.** It is a recommendation of this plan that the Village update the comprehensive plan policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.5.6	The Village shall seek and obtain a written statement from the Miami-Dade County Water and Sewer Department regarding the availability of water to serve all proposed development projects, including the current and projected demand, remaining permitted water withdrawals, facility capacity, and scheduled capital improvement projects.	**Not Implemented.** It is a recommendation of this plan that the Village update the comprehensive plan policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.5.7	The Village shall establish a single-point-of-contact at the South Florida Water Management District and the Miami-Dade County Water and Sewer Department to determine the extent to which the Village will be involved in the planning, financing, construction and operation of water supply facilities that will serve the community.	**Not Implemented.** It is a recommendation of this plan that the Village update the comprehensive plan policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.5.8	The Village shall verify with the Miami-Dade County Water and Sewer Department the availability of water before making changes to the Future Land Use Map.	**Not Implemented.** It is a recommendation of this plan that the Village update the comprehensive plan policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.5.9	The Village shall protect water quality in traditional and new alternative water supply sources.	**Not Implemented.** It is a recommendation of this plan that the Village update the comprehensive plan policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.5.10	The Village shall establish a concurrency monitoring system for water supply to ensure that the level-of-service is satisfied at the building permit stage.	**Not Implemented.** It is a recommendation of this plan that the Village update the comprehensive plan policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.



Conservation & Coastal Management Element

CONSERVATION & COASTAL MANAGEMENT ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Objective 1.2 – Water Pollution: Revise the Objective to update dates

Policy 1.3.1 - Update language and statutes

Policy 1.4.1 Revise and update "Dade County manatee telephone hotline"

Policy 1.4.2 Revise and create more precise language (hours, locations, specific types of lighting, etc.)

Objective 1.5 – Floodplains Add policy (1.5.2) about reporting to FEMA; CRS credits?

Objective 1.7 – Conservation of Wildlife and Habitat

Policy 1.7.1 Include language regarding additional agencies (State DEP?)

Objective 1.8 Water Supply

Policy 1.8.5 Revise outdated language: "Shall implement the 10-Year Water Facilities Work Plan"

Policy 1.8.8 Revise outdated language: "Enforce Miami-Dade County's Water Use Efficiency Standards Ordinance"

Policy 1.8.11 - Add to list: FPL Right Tree, Right Place

Objective 2.4 – Historic Preservation

- Consider expanding criteria upon which structures are designated historic
- Add policy about archeological sites, historic districts, etc.

Policy 2.4.1 Revise outdated language and Update "by 2015"

Objective 3.3 – Post-Disaster Redevelopment Planning

- Consolidate language within Objective 3.3
  - State that PDRP exists and should be implemented immediately following a disaster
  - State how often it needs to be updated

Policy 3.3.2 – sub-policy for 3.3.1.; should be included in the PDRP.

Objective 3.5 – Hurricane Damage Avoidance

- Lots of redundancy with other policies
  - Policy 3.5.1 – redundancy with 1.7.3
  - Policy 3.5.2 – redundancy with 1.5.1
  - Policy 3.5.3 – redundancy with some stormwater policies (different enough)

Policy 3.5.5 - verify relevancy of documents and plans listed

Objective 3.6 Energy Conservation and GHG Reduction

Policy 3.6.3 - Add language about trash diversion and waste reduction

Policy 3.6.4

- "By 2015 adopt specific standards to reduce GHG emissions..."
- Was this done? Does it need to be updated to "maintain"? What is overall strategy for Climate Change mitigation/GHG reduction?

RECOMMENDED NEW OBJECTIVES AND POLICIES

- Consider creation of the Key Biscayne Special Management Zone (SMZ).
- Hurricane Preparedness – trees (pruning, canopy maintenance), debris cleanup (pre and post)
- Expansion of Historic Structure (to include district, zones, waterfronts, etc.)
- Other mechanisms to enforce manatee and sea turtle protection

Goals, Objectives & Policies	Element	Implementation
CONSERVATION AND COASTAL MANAGEMENT (Conservation and Coastal Management goals, objectives and policies are combined because they are complimentary.)		
Goal 1	**To preserve and enhance the significant natural features in Key Biscayne.**	
Objective 1.1	**Air Quality:** Improve air quality to achieve or maintain applicable standards as established by the US Environmental Protection Agency (EPA).	**Implemented:** *Ongoing.* Through intergovernmental coordination, the Village supports Miami-Dade County's efforts to improve air quality.
Policy 1.1.1	Maintain compliance with traffic LOS standard thereby avoiding congestion that would adversely impact air quality.	**Implemented:** *Ongoing.* Crandon Boulevard improvements and plans for Harbor Drive at the Village entrance have addressed congestion and air quality issues. Traffic issues will continue to be addressed during this planning period through implementation of recent transportation studies (See Transportation Element)
Policy 1.1.2	Control emissions from all hazardous waste facilities to comply with Lowest Achievable Emission Rates, including vapor control systems to control hydrocarbon emissions at gas stations.	**Implemented:** *Ongoing.* Through intergovernmental coordination, the Village supports Miami-Dade County's efforts to improve air quality.

Objective 1.2	**Water Pollution:** Upgrade drainage system so outfalls into Biscayne Bay (and adjacent canals) fully meet NPDES standards and Chapters 17-25 and 17-302.500, F.A.C., by 1998. Upgrade private property on-site drainage standards to ensure retention of at least the first one inch of stormwater, and no more runoff after development than before.	**Implemented:** *Ongoing.* The Village has continuously planned for and implemented storm water and drainage improvements village-wide including compliance with outfall standards at all 17 of the outfall to Biscayne Bay. The Village is currently implementing the recommendations from the 2016 Stormwater Improvement Implementation Plan by EAC. The Village submits annual NPDES reports and is audited yearly.
Policy 1.2.1	Based on capital cost implications of DMP, activate the stormwater utility assessment as a basis for bonding by 1998. Update DMP to upgrade storm sewer system to meet standards of Objective 1.1 of the Infrastructure Element.	**Implemented:** *Ongoing.* The Village collects assessments from all property owners to finance the Stormwater Utility Fund. The Village is currently implementing the recommendations from the 2016 Stormwater Improvement Implementation Plan by EAC.
Policy 1.2.2	By statutory deadline or sooner, enact and enforce LDC provisions regarding detention, runoff, erosion control, pervious open space minimums, swales, drainage LOS, beach dune protection and other land protection measures.	**Implemented:** *Ongoing.* Through the Land Development Code requirements.
Policy 1.2.3	Refer any development permit applications for storage of hazardous waste to MDC.	Implemented: Ongoing. Through intergovernmental coordination efforts.
Objective 1.3	**Vegetative and Soil Resources:** Achieve zero net loss of mangroves.	**Implemented:** *Ongoing.* Ongoing There is no official Village map of mangroves. However, housing projects are evaluated on a case-by-case basis including a review of landscape. Should a project significantly infringe on environmental features, the Village would deny approval where appropriate.
Policy 1.3.1	By statutory deadline or sooner, enact and enforce estuarine waterfront protection provisions in the LDC in accordance with state of Florida Department of Environmental Protection (FDEP) and waterfront policies of DERM.	**Implemented:** *Ongoing.* As a result of lessons learned from Hurricane Irma in 2017, the Village will continue to considers new policies to address waterfront protection provisions.

Policy 1.3.2	Contact DERM if any adverse impact is observed relative to the limited sea grass beds in adjacent Bay waters.	**Implemented:** *Ongoing.* Through intergovernmental coordination efforts.
Objective 1.4	**Sea Turtle Preservation:** Strive to achieve zero human-induced loss of manatees and/or sea turtle eggs.	**Implemented:** *Ongoing.* Through education and intergovernmental coordination efforts.
Policy 1.4.1	Village police will report speeding violations in manatee protection areas to County and State marine police, and publicize the MDC manatee telephone hotline to the public.	**Implemented:** *Ongoing.* Through enforcement and intergovernmental coordination efforts.
Policy 1.4.2	By statutory deadline or sooner, enact and enforce land development provisions to minimize light on beach areas where sea turtles nest.	**Implemented:** *Ongoing.* Through Land Development Code requirements.
Objective 1.5	**Floodplains:** Achieve construction of all new building first floors at or above FEMA specified flood regulations and also, for non-residential uses only, in accordance with FEMA approved waterproof construction specifications.	**Implemented:** *Ongoing.* The Village has a base flood elevation ordinance that is more restrictive than FEMA's requirements.
Policy 1.5.1	Village Manager shall design and promulgate specific management techniques to ensure effective enforcement of FEMA regulations. Flood damage prevention regulations shall be enforced by the Village.	**Implemented:** *Ongoing.* Through Land Development Code and the 2017 Flood Ordinance requirements.
Objective 1.6	**Emergency Water Conservation:** Reduce per capita water consumption by at least 10% in the event of a water supply emergency (pending upon near term ability to measure Village-wide consumption).	**Implemented:** *Ongoing.* Through education and intergovernmental coordination efforts.
Policy 1.6.1	Enact and enforce and emergency water conservation based on South Florida Water Management District (SFWMD) model ordinance and requirements.	**Implemented:** *Ongoing.* Through intergovernmental coordination efforts.
Objective 1.7	**Conservation of Wildlife and Habitat:** Achieve zero degradation of fisheries, wildlife, wildlife habitat, marine habitat and environmentally sensitive land.	**Implemented:** *Ongoing.* Through education and enforcement efforts.
Policy 1.7.1	Cooperate with US Army Corps of Engineers (ACE) for beach renourishment as necessary to minimize damage to offshore grass flats, terrestrial and marine animal habitats and dune vegetation.	**Implemented:** *Ongoing.* Through the Land Development Code requirements and the Capital Improvement Program which includes yearly beach nourishment activities.
Policy 1.7.2	Limit permits (within Village jurisdiction) for beach restoration or renourishment borrow areas to those that do not negatively affect offshore reefs or grass flats.	**Implemented:** *Ongoing.* Through the Land Development Code requirements and the Capital Improvement Program which includes yearly beach renourshment activities.

Policy 1.7.3	By statutory deadline or sooner, enact and enforce LDC provisions requiring minimum building setbacks from the ocean. Prevent encroachment on beach front according to the Dune Restoration Area of the FLUM and the Coastal Construction Control Line.	**Implemented:** *Ongoing.* Through restrictions on construction to Coastal Zone A.
Policy 1.7.4	Prohibit dredging or filling that would result in the destruction of grass/algae flats, hard bottom or benthic communities within Village limits.	**Implemented.** This applies only in canals or in natural harbors (e.g. Hurricane Harbor; within the Yacht Club). The Village limits end at shoreline on Bayside. Measured at high tide, the beach along the Atlantic seaward is property of the State. Bayside water is County property up to the southern portion of the island, where it is national parkland.
Policy 1.7.5	Prohibit deposit of solid waste or industrial waste that create a health or environmental hazard.	**Implemented:** *Ongoing.*
Policy 1.7.6	Maintain standing as a bird sanctuary, and prohibit destruction of any bird except by those persons with a valid permit for scientific purposes issued by the US Fish and Wildlife Service.	**Implemented:** *Ongoing.* Cape Florida State Park/Bill Baggs is officially recognized as a bird sanctuary.
Policy 1.7.7	Require all new shoreline development affecting marine habitats to be reviewed by DERM.	**Implemented:** *Ongoing.* Through intergovernmental coordination with DERM.
Policy 1.7.8	Give preference to salt tolerant landscaping over traditional materials in the enactment of the landscape requirements of the LDC.	**Implemented:** *Ongoing.* Through the landscape requirements in the Land Development Code.
Policy 1.7.9	Prohibit and require eradication of invasive species on all sites of new and redevelopment projects.	**Implemented:** *Ongoing.* Through the landscape requirements in the Land Development Code.
Policy 1.7.10	Coordinate with County and FDEP in monitoring coastal waters and sediments.	**Implemented:** *Ongoing.* The Village has created a volunteer beach clean-up program that coincides with a national annual coastal clean-up effort.
Policy 1.7.11	Cooperate and comply with Federal, state and county programs and mandates regarding dockside pump out facilities.	**Implemented:** *Ongoing.*
Policy 1.7.12	Promote beautification with an annual clean-up drive for the beaches and shorelines.	**Implemented:** *Ongoing.* The Village has created a volunteer beach clean-up program that coincides with a national annual coastal clean-up effort.

Policy 1.7.13	Enact and enforce an emergency water conservation plan, through a water shortage ordinance consistent with SFWMD.	**In progress.**
Policy 1.7.14	Officially designate DERM mangrove areas within the Village (see Figure V-1, Data and Analysis) as environmentally sensitive lands which shall be protected from development unless their ecological value is replaced via mitigation.	**In progress.**
Objective 1.8	**Water Supply:** Assist the Miami-Dade County Water and Sewer Department in ensuring there is sufficient water supply for existing and new development in the Village.	**Implemented.** The Village monitors water supply through concurrency, however, it is a recommended of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.1	The Village shall coordinate land uses and future land use changes with the availability of water supplies and water supply facilities.	**Implemented.** The Village monitors water supply through concurrency, however, it is a recommended of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.2	The Village shall adopt 155 gallons of water per person per day as its level-of-service standard for residential and nonresidential users.	**Implemented.** The adopted LOS is maintained, however, it is a recommended of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.3	The Village shall continue to implement the same or more stringent water conservation measures through its land development regulations.	**Implemented.** Ongoing, water conservation is required through enforcement of the Florida Building Code. It is a recommended of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.

Policy 1.8.4	The Village shall conserve potable water resources, including the support of reuse programs and potable water conservation strategies and techniques.	**Implemented.** Ongoing, water conservation is required through enforcement of the Florida Building Code. It is a recommendation of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.5	The Village shall implement the 10-Year Water Facilities Work Plan to ensure that adequate water supplies and public facilities are available to serve the water supply demands of the Village's population.	**Not Implemented.** It is a recommendation of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.6	Since the potable water network is an interconnected, countywide system, the Villages' Planning Department shall cooperate with the Miami-Dade County Water and Sewer Department to jointly develop methodologies and procedures for biannually updating estimates of system demand and capacity, and ensure that sufficient capacity to serve development exists.	**Not Implemented.** It is a recommendation of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.7	In in the future there are issues associated with water supply, conservation or reuse, the Village shall immediately contact the Miami-Dade County Water and Sewer Department to address the corresponding issues. In addition, the Village will follow adopted communication protocols with the Miami-Dade County Water and Sewer Department to communicate and/ or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation or reuse.	**Not Implemented.** It is a recommendation of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.8	The Village shall enforce Miami-Dade County's Water Use Efficiency Standards Ordinance, adopted on February 5, 2008.	**Implemented.** Ongoing, water conservation is required through enforcement of the Florida Building Code. It is a recommendation of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.

Policy 1.8.9	The Village may consider requiring the use of high-efficiency toilets, showerheads, faucets, clothes washers, and dishwashers in all new and redevelopment residential projects.	**Implemented.** Ongoing, water conservation is required through enforcement of the Florida Building Code. It is a recommended of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.8.10	The Village shall encourage the use of sub-metering for all multi-unit residential developments, including separate meters and monthly records kept of all major water-using functions such as cooling towers and individual buildings, in all new and redeveloped multi-family residential projects.	**Implemented.** Ongoing, water conservation is addressed through the Land Development Code
Policy 1.8.11	The Village may encourage the use of Florida Friendly Landscape guidelines and principles; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc.) on walkways, driveways and patios.	**Implemented.** Ongoing, water conservation is addressed through the Land Development Code. It is a recommended of this plan that the Village update the conservation policies for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Goal 2	**To conserve and manage the environmental resources and man-made uses in the coastal area of Key Biscayne.**	
Objective 2.1	**Water-Dependent and Water-Oriented Uses:** Preserve existing and planned sites for water-dependent and water-oriented ocean hotel resort uses, and assure that marina expansion or development meets appropriate location standards.	**Implemented.** Ongoing, the zoning code has a designation for private clubs with ocean or bay frontage.
Policy 2.1.1	By statutory deadline or sooner, enact and enforce zoning districts based on Multi- family Residential, Ocean Resort Hotel, Waterfront Recreation and Open Space Land Use Plan categories, and consistent with density limits in the FLUM.	**Implemented.** The Land Development Code is consistent with the Master Plan and the FLUM.
Policy 2.1.2	New water-dependent uses shall meet specified criteria incorporated in LDC by statutory deadline or sooner.	**Implemented.** Ongoing through the enforcement of the Land Development Code.
Objective 2.2	**Beaches and Dunes:** Achieve no new major development or redevelopment seaward of the Coastal Construction Control Line and restore and preserve a naturally vegetated dune along the entire Atlantic Ocean frontage of the Village.	**Implemented:** *Ongoing.*

Policy 2.2.1	The Village shall enforce as part of the land development code minimum oceanfront setback requirements including protection of the proposed dune system. The requirements shall specify that no additional buildings may be built seaward of the coastal construction control line and that only limited boardwalks, gazebos and similar structures may be built seaward of the coastal construction control line. The requirements shall apply to both development and redevelopment.	**Implemented.** Ongoing through the enforcement of the Land Development Code.
Policy 2.2.2	The Village shall enforce as part of the land development code dune development and vegetation planting requirements in conjunction with any new beachfront development and redevelopment. Dune grading and planting requirements shall be drafted to ensure the highest level of restoration of natural conditions which is economically and technically feasible. The requirements shall apply to both development and redevelopment.	**Implemented.** Ongoing through the enforcement of the Land Development Code.
Policy 2.2.3	The Village shall evaluate the need for and efficacy of alternate financing mechanisms to pay for for beach renourishment and dune development as a supplement to achieving beach renourishment and dune development via regulations of development and redevelopment.	**Implemented.** Ongoing. Beach renourishment is funded through the Village Capital Improvement Plan.
Objective 2.3	**Beach Public Access:** Maintain a municipal beach access point open to the general public, Village residents, and their guests.	**Implemented:** *Ongoing.*
Policy 2.3.1	The Village shall maintain an existing agreement with a private property owner to provide beach access open to the general public.	**Implemented.** The Village has an agreement on an easement with the Grand Bay Resort.
Objective 2.4	**Historic Preservation:** No later than 2015, prepare a list of potentially significant historic structures.	**Not implemented.** There is no local designation process, nor a list of historic properties because there are no structures on the Island older than 50 years and of significant historical merit.
Policy 2.4.1	Based upon historical accounts of early development in the Village, by 2015 the Village shall identify all properties eligible for designation on the National Register of Historic Places.	**Not implemented.** There are no historic structures older than 50 years and therefore none that meet the requirements of the National Register.
Objective 2.5	**Biscayne Bay Preservation:** Assist the County, FDEP and National Park Service (NPS) to preserve and enhance Biscayne Bay Aquatic Preserve.	**Implemented.** Ongoing through the enforcement of the Land Development Code and NPDES annual reporting.

Policy 2.5.1	Contribute to the improvement of Biscayne Bay through implementation of DMP, replacing septic tanks with sanitary sewers tied into the County system and/ or upgrading of septic tank and drainfield standards, mandating on-site stormwater detention and marina siting standards according to Infrastructure Element and this Element.	**Implemented.** The Village is entirely serviced by sanitary sewer. All existing properties currently utilizing septic tanks and drainfields will be required to tie-in to the sewer system during this planning period.
Policy 2.5.2	Contribute to the improvement of Biscayne Bay water quality through cooperation and consultation with the Biscayne Bay Shoreline Development Review committee, FDEP and the NPS.	**Not implemented.**
Goal 3	**To minimize human and property loss due to hurricanes.**	
Objective 3.1	**Coastal High-Hazard Area Land Use and Infrastructure:** Limit Village funds on infrastructure within the coastal high-hazard area that would have the effect of directly subsidizing development which is significantly more intense than authorized by this plan. The Coastal High Hazard Area is defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The Coastal High Hazard Area is identified on the Future Land Use Map series.	**Implemented:** *Ongoing.* Infrastructure is based on the maximum density of development permitted by the zoning code.
Policy 3.1.1	Limit funding of public infrastructure expansion if the effect is a direct subsidy to a specific private development in the Village.	**Implemented:** *Ongoing.* The Village does not subsidize private development; it pays for its own infrastructure needs.
Policy 3.1.2	Objective 3.1 and Policy 3.1.1 should not preclude plans to extend sewer lines, improve drainage facilities or reconfiguration of streets to provide adequate infrastructure to serve Future Land Use Plan development or prior vested development rights.	**Implemented.**
Objective 3.2	**Hurricane Evacuation:** Maintain an out-of-County 13 hour hurricane evacuation clearance time or an evacuation time of 12 hours to a shelter.	**Implemented:** *Ongoing.* Evacuation time is based on the maximum density of development permitted by the FLUM and the zoning code.
Policy 3.2.1	Maintain traffic LOS, based on FLUM, to achieve a reasonable hurricane evacuation time.	**Implemented:** *Ongoing.* Evacuation time is based on the maximum density of development permitted by the FLUM and the zoning code.
Policy 3.2.2	The Village shall update its hurricane emergency plan; the plan shall be consistent with the current Miami-Dade County Emergency Operations Plan and the most current hurricane evacuation study.	**Implemented:** *Ongoing.* It is recommended that updates be made based on experiences that resulted from Hurricane Irma in 2017.

Objective 3.3	**Post-Disaster Redevelopment:** Adopt a post-disaster redevelopment plan by 2015.	**Implemented:** *Ongoing.* It is recommended that updates be made based on experiences that resulted from Hurricane Irma in 2017.
Policy 3.3.1	By 2015, based upon staff review of post-disaster assessment, clean-up and housing repair experiences, the Village shall prepare a post-disaster redevelopment plan in consultation with the South Florida Regional Planning Council, Miami-Dade County and the appropriate federal agencies. Special attention shall be devoted to the Building Official's permitting process to distinguish between minor and major repairs, require demolition or nuisance removal, and similar regulatory approaches.	**Implemented:** *Ongoing.* It is recommended that updates be made based on experiences that resulted from Hurricane Irma in 2017.
Policy 3.3.2	The adopted plan will specify that during post-disaster redevelopment, the Building, Zoning and Planning Department will distinguish between those actions needed to protect public health and safety with immediate repair/clean-up and long term repair activities and redevelopment areas. Removal or relocation of damaged infrastructure and unsafe structures shall be by the Village in accordance with local procedures and those agencies and practices specified in the Miami-Dade County Emergency Operations Plan.	**Implemented:** *Ongoing.* It is recommended that updates be made based on experiences that resulted from Hurricane Irma in 2017.
Policy 3.3.3	During recovery periods, use post-disaster redevelopment plan to reduce or eliminate future exposure of life and property to hurricanes, incorporate recommendation of interagency hazard mitigation reports and recommend any amendments to MP.	**Implemented:** *Ongoing.* It is recommended that updates be made based on experiences that resulted from Hurricane Irma in 2017.
Policy 3.3.4	Unsafe conditions and inappropriate uses identified in recovery phase will be eliminated as opportunities arise.	**Implemented:** *Ongoing.* It is recommended that updates be made based on experiences that resulted from Hurricane Irma in 2017.
Objective 3.4	**Level of Service and Public Facility Timing:** Achieve LOS standards by concurrency and a capital improvement schedule.	**Implemented:** *Ongoing.* During the site plan review process, the Village reviews LOS and concurrency to ensure the project is consistent with them.
Policy 3.4.1	Implement concurrency management system with phased capital improvement schedule to achieve and maintain LOS standards concurrent with the impact of development.	**Implemented:** *Ongoing.*
Objective 3.5	Hurricane Damage Avoidance: Minimize damage from any hurricane storm surge. See Policies for measurability.	**Implemented:** *Ongoing.*
Policy 3.5.1	By statutory deadline or sooner, enact and enforce LDC provisions requiring minimum setbacks from the ocean and compliance with the CCCL regulations.	**Implemented:** *Ongoing.*

Policy 3.5.2	Enforcement of new residential construction at or above flood elevation specified by FEMA, and new non-residential construction at or above flood elevation specified by FEMA or in accordance with FEMA approved waterproof construction specifications.	**Implemented:** *Ongoing.* In 2017 the Village updated the Flood Ordinance.
Policy 3.5.3	By statutory deadline or sooner, enact and enforce LDC provisions limiting the amount of fill added to a property in conjunction with development or redevelopment to minimize stormwater runoff.	**Implemented:** *Ongoing.* Onsite stormwater retention is mandated.
Policy 3.5.4	Monitor changes to and recommend County Emergency Operations Plan (EOP) hazard mitigation reports as basis for amending MP and LDC as appropriate.	**Not implemented.** Zoning in the LDC reflects the MP.
Policy 3.5.5	Reduce permitted population densities according to FLUM to coordinate with 1991 MDC EOP (local) and lower Southeast Florida Hurricane Evacuation Plan (regional).	**Not implemented.** The Village is maintaining levels, but not reducing them.
Policy 3.5.6	Limit funding of public infrastructure expansion if the effect is a direct subsidy to a specific private development in the Village.	**Implemented:** The Village does not subsidize private development.
Objective 3.6	**Energy Conservation and Greenhouse Gas Reduction:** The Village shall encourage methods for integration of energy conservation technologies in new construction and redevelopment and in Village municipal programs and services.	**In progress.** Village municipal and maintenance programs encourage energy conservation.
Policy 3.6.1	The Village shall encourage energy-efficient construction methods and develop initiatives to encourage energy conservation techniques in municipal and private-sector development.	**In progress.** Village municipal and maintenance programs encourage energy conservation.
Policy 3.6.2	The Village shall develop standards and principals to provide for the improvement of energy efficiency in municipal services and programs	**In progress.** Village municipal and maintenance programs encourage energy conservation.
Policy 3.6.3	The Village shall, to the extent financially feasible, provide educational materials and promote recycling to enhance the efficiency of curbside pick-up, reduce the materials being sent to landfills, and ultimately reduce methane production.	**In progress.** Village municipal solid waste pick-up includes recycling. It is a recommendation of this plan to encourage education on waste diversion.
Policy 3.6.4	The Village shall amend the land development regulations to adopt specific standards and strategies that address greenhouse gas emissions, energy efficient housing, and overall energy conservation by 2015.	**In progress.** Village municipal and maintenance programs encourage energy conservation.
Policy 3.6.5	As the replacement of municipal vehicles is scheduled, the Village shall consider the availability of replacement with low emission or fuel efficient vehicles.	**In progress.** Village municipal and maintenance programs encourage energy conservation.
Policy 3.6.6	The Village shall, through the current site plan review procedures, encourage the diversion from landfills of materials that are recyclable when issuing construction demolition permits.	**In progress.** Village municipal and maintenance programs encourage energy conservation.



Recreation and Open Space Element

RECREATION AND OPEN SPACE ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Objective 1.1 – Waterfront Access

- Policy 1.1.1 – redundancy (exactly the same as Objective 2.3 and Policy 2.3.1)

Policy 1.3.1 Revise the following outdated language: Adjust and update LOS data table as needed

Policy 1.3.2 - Consider revision to realign to come before 1.3.1; or consider merging policies

Policy 1.3.4 - Revise the outdated language and include the need for a new Parks Master Plan to be prepared during this planning period.

Policy 1.3.5 Revise the following outdated language: "No later than Dec 31, 2015, explore a recreation impact fee". Consider deleting, the impact fee was not established during the last planning period.

RECOMMENDED NEW OBJECTIVES AND POLICIES

- Recreation impact fee, should be deleted if no longer a desire of the Village
- Revise inventory policy to specify a GIS based inventory be created
- Add a new policy to prepare a new Parks Master Plan during this planning period

COMPREHENSIVE REVIEW OF THE RECREATION AND OPEN SPACE ELEMENT

Goals, Objectives & Policies	Element	Implementation
RECREATION AND OPEN SPACE		
Goal 1	**Provide a desirable level of public recreation and open space facilities together with supplemental private recreation and open space facilities.**	
Objective 1.1	**Waterfront Access:** Continue to provide for a municipal ocean beach access point within the Village.	**Implemented:** *Ongoing.* The Village maintains the Beach Park and offers FAR incentives for beach access easements.
Policy 1.1.1	The Village shall continue to maintain the Beach Park as the principal municipal ocean beach access point within the Village.	**Implemented:** *Ongoing.* The Village maintains the Beach Park.
Objective 1.2	**School Playfield Access:** Assure resident access to the elementary school playfield.	**Implemented.**
Policy 1.2.1	The Village shall maintain a joint use agreement with School Board to assure resident access to the school's playfields.	**Implemented.**
Objective 1.3	**Public Recreation Facilities:** Achieve park and recreation lands (with facilities) of at least 2.5 acres per 1,000 people permanent population.	**In progress.**

<table>
<tr><td>Policy 1.3.1</td><td>The Village shall actively seek to acquire through purchase, long term lease and/or donation, sufficient additional acreage to meet the standard of 2.5 acres per 1,000 people permanent population. The standard of 2.5 acres per 1,000 permanent residential shall be used for concurrency purposes.</td><td>In progress. Although the Village still does not meet the standard of 2.5 acres per 1,000 persons, it has added parks and recreation space to its roster, recently acquiring a residential lot to be used as a neighborhood pocket park.</td></tr>
<tr><td>Policy 1.3.2</td><td>The Village shall achieve and maintain a Level of Service standard of at least 2.5 acres of local public park land per 1,000 permanent population.</td><td>In progress.</td></tr>
<tr><td>Policy 1.3.3</td><td>Continue to pursue acquisition (purchase or lease) of park land to meet LOS standard outlined in Capital Improvement Schedule.</td><td>In progress. As mentioned above, the Village continues to pursue opportunities to acquire additional park land.</td></tr>
<tr><td>Policy 1.3.4</td><td>As acquisition of park tracts is assured, the Village shall finalize detailed planning for facilities such as ball fields and playgrounds. A phased implementation plan shall be initiated.</td><td>In progress. The Village has acquired and improved land and build several new facilities over the past planning period, it is recommended that a new Parks Master Plan be prepared in this planning period.</td></tr>
<tr><td>Policy 1.3.5</td><td>No later than December 31, 2015, the Village shall explore a recreation impact fee to help finance acquisitions and improvements.</td><td>Not implemented. No impact fee is in place at this time.</td></tr>
<tr><td>Policy 1.3.6</td><td>The following properties shall be included in the inventory of Parks and Recreation Space:
<table>
<tr><th>Parks and Recreation Space</th><th>Acreage</th></tr>
<tr><td>Calusa Park</td><td>3.00</td></tr>
<tr><td>Village Green</td><td>9.50</td></tr>
<tr><td>Key Biscayne K-8 Center</td><td>2.02</td></tr>
<tr><td>East Enid Lake Park</td><td>2.78</td></tr>
<tr><td>Beach Park</td><td>2.00</td></tr>
<tr><td>St. Agnes Field</td><td>2.13</td></tr>
<tr><td>Community Center</td><td>1.95</td></tr>
<tr><td>Library Park</td><td>1.17</td></tr>
<tr><td>Hacienda Canal Pocket Park</td><td>0.03</td></tr>
<tr><td>530 Crandon Blvd</td><td>0.52</td></tr>
<tr><td>Total</td><td>25.10</td></tr>
</table>
This inventory of properties shall be automatically updated to include any additional recreational and open space properties acquired or utilized via a long term lease. The public beach shall not be included in any calculation in order to meet the Village's Parks and Recreational Open Space Level of Service standard.</td><td>Not implemented. No system currently exists to automatically update the inventory of properties. It is recommended that the Village institute a GIS based inventory tracking program in this planning period.</td></tr>
</table>

Objective 1.4	**Open Space:** Achieve semi-passive public open space in the central part of Village, public open space on the waterfront plus private open space in conjunction with any new private development.	**Implemented.** The Village has built the Village Green and Beach Park. If development generates a demand on open space and public recreation facilities, it is required to submit open space as part of its plan.
Policy 1.4.1	The Village shall maintain as part of LDC minimum front, side and rear setbacks and minimum pervious open space for all new construction. Definitions and standards will be included. The amount of open space required by these regulations shall be consistent with the high property values of the island and the need to ensure reasonably satisfactory levels of access to light and air, but pervious area shall not be less than 30 percent of total site area for the average single family residential site.	**Implemented.** Ongoing through enforcement of the Land Development Code.
Policy 1.4.2	The Village shall maintain a LDC zoning district to implement Waterfront Recreation and Open Space land use category and thereby preserve such open space uses such as the beach club and yacht club. The amount of open space required by these regulations shall be consistent with the high property values of the island and the need to ensure reasonably satisfactory levels of access to light and air, but pervious area shall not be less than 15 percent of total site.	**Implemented.** Ongoing through enforcement of the Land Development Code
Policy 1.4.3	The Village shall maintain a village center in order to provide for central public open space.	**Implemented.** Key Biscayne developed a Village center and is continuing to maintain it.
Objective 1.5	**Public-Private Coordination:** Explore and implement a fully coordinated system of recreation resources.	**In progress.** It is recommended that a new Parks Master Plan be prepared in this planning period.
Policy 1.5.1	The Village Manager or designee shall maintain an inventory of all private and semi-public recreational facilities.	**Not implemented.** No system currently exists to inventory private and semi-public facilities. It is recommended that the Village institute a GIS based inventory tracking program in this planning period.

Intergovernmental Coordination Element

INTERGOVERNMENTAL COORDINATION ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Objective 1.1 Coordination with the County Plan and School Board - Revise the outdated language in Description paragraph – no mention of Miami 21 and other county plans that need to be included.

Policy 1.1.6 Revise the following outdated language: Says to establish LOS standard for public school facilities, but does not set them, revise to be consistent with the Public School Element of this plan.

Policy 1.2.1 Revise the following outdated language: "by 2015"

- Review leases and agreements and revise as needed:
  - Virginia Key Sites for Recreation and the Causeway
  - MAST Academy for Recreation
  - Key Biscayne Presbyterian Church for Recreation
  - Management Agreement for Calusa Park
  - Key Biscayne K-8 Center (for playground)
  - Other areas

Policy 1.2.4 Revise the following outdated language: "Replacement of septic tanks with sanitary sewers tied into County system."

Policy 1.2.6 Revise the following outdated language: "Work with Miami-Dade County and City of Miami to create a program for annual evaluation of affordable housing" and "Affordable Housing fee trust fund partnership with MDC or City of Miami"

Policy 1.3.2 Revise the following outdated language: "Tracking system that measures increase in population resulting from development"

Policy 1.3.6 Revise the following outdated language: "Coordinate with Lower East Coast Water Supply Plan Update"

RECOMMENDED NEW OBJECTIVES AND POLICIES

- Create policies to support participation in regional coordination efforts to combat current issues such as sea level rise, resiliency, climate change, waste management reduction and recycling, additional traffic safety and multi-modal options. Include a policy in support of the Southeast Florida Regional Climate Change Compact.
- Include a policy in support of continuing the new financing programs for solar and energy efficient retrofits including the PACE and the Co-op programs.
- Consider a policy in support of intergovernmental coordination in regards to the Village owning riparian rights in the Bay, possibly for the purpose of Village owned buoys.
- Create a policy to support coordination with other governing agencies on a plan for a breakwater to protect the beach and protect against the environmental degradation (gas and oil leaks) that can result from boats sinking or running aground during a hurricane event.
- Include a policy on continue diplomacy, including through participation in regional organizations such as the Miami-Dade League of Cities, the South Florida Regional Planning Council and other opportunities (i.e. "Dade Days" in Tallahassee)
- Include a policy to initiate intergovernmental coordination with all transportation planning authorities to address the integrity and future funding for improvements to the Bear Cut Bridge and the Rickenbacker Causeway.

- Include a policy to initiate intergovernmental coordination with the Miami-Dade County School Board to address the possibility of utilizing the "Old Frost Museum" as a future new High School to accommodate students from Key Biscayne and the Brickell and Roads neighborhoods.
- Include a policy to continue coordination with the Miami-Dade County School Board on the future of the Key Biscayne K-8 Education Center, which could include a new performing arts center and a modern library.
- Include a policy to continue coordination with the County, the City of Miami Beach and City of Miami as appropriate for maintenance of traffic during programmed events (The Boat Show and future events for the Miami Marine Stadium) and future uses on Virginia Key that will impact traffic on the Rickenbacker causeway.
- Revisit Level of Service standards to ensure consistency with other elements of the plan. Revise to include a statement that the Village is supportive of concurrency management as a community value
    - o Only sewage and potable water

COMPREHENSIVE REVIEW OF THE INTERGOVERNMENTAL COORDINATION ELEMENT

Goals, Objectives & Policies	Element	Implementation
INTERGOVERNMENTAL COORDINATION		
Goal 1	**To maintain and establish processes to assure coordination with other governmental entities where necessary to implement this plan.**	
Objective 1.1	**Coordination with the County Plan and School Board:** Achieve consistency between the Village Plan and both MDC Comprehensive Development Master Plan and City of Miami Comprehensive Plan; achieve coordination with the plans of the Miami-Dade County School Board. See policies throughout this element for measurability.	**In progress.**
Policy 1.1.1	The Village shall continue to monitor the MDC Comprehensive Development Master Plan amendment process as County Plan is updated.	**Implemented:** *Ongoing.* Where the County makes decisions that affect the Village, such as on Virginia Key, in Crandon Park or at the Seaquarium, the Village monitors its actions.
Policy 1.1.2	The Village shall maintain an active dialogue with School Board staff concerning any plans for schools within the Village.	**Implemented:** *Ongoing.* The Village may desire to expand the dialogue to include schools outside of the Village, considering the fact that students attend schools at MAST Academy and at Coral Gables High.
Policy 1.1.3	Use informal mediation process of SFRPC to resolve annexation and other conflicts with other governmental entities.	**Obsolete.** The Village has not attempted to annex any land nor does it foresee doing so.
Policy 1.1.4	Review and compare proposed development in City of Miami and MDC with proposed development of Village Comprehensive Plan; and, where appropriate, respond at public hearings, through memoranda, or through the SFRPC mediation process.	**Implemented:** *Ongoing.*

Objective 1.2	**Master Plan Impact and Implementation Coordination:** Coordinate developmental impact of MP with other jurisdictions.	**Implemented:** *Ongoing.* Where other jurisdictions make decisions that affect the Village, such as on Virginia Key, in Crandon Park or at the Seaquarium, the Village monitors their actions.
Policy 1.2.1	No later than 2015 the Village shall continue to consider or implement the following types of interlocal agreements or leases generally of the type described below:	
	Lease of MAST Academy Site for Recreation: A lease agreement by which the Village would commit to develop and maintain recreation facilities on a portion of the MAST Academy site.	**Implemented.** Ongoing, funding is budgeted through the annual Capital Improvement Plan.
	Lease of the Key Biscayne Presbyterian Church for Recreation: A lease agreement by which the Village would commit to develop and maintain recreation facilities on a portion of the Key Biscayne Presbyterian Church site.	**Implemented:** *Ongoing.*
	Lease of Virginia Key Site(s) for Recreation and the Causeway: A lease agreement by which the Village would commit to develop and maintain recreation facilities at one or more sites on Virginia Key and/or the Causeway.	**Implemented.** The Village is a member of the Virginia Key Master Plan Committee, which is guiding the development of Virginia Key.
	Management Agreement for Calusa Park: The Village shall encourage Miami-Dade County to make improvements to Calusa Park consistent with the Crandon Park Master Plan. The Village shall pursue an agreement with the Miami-Dade County Park and Recreation Department to provide for Village management of Calusa Park.	**Not implemented.** Although the Village still does not meet the standard of 2.5 acres per 1,000 persons, it has added parks and recreation space to its roster.
	Key Biscayne K-8 Center: An agreement to cooperate and coordinate with the Miami-Dade County School Board to make the K-8 Center playground available for community use.	**Implemented.** The Village maintains the property in exchange for its use during certain hours.
	Other areas within or proximate to the Village: An agreement or lease with other areas within the Village, as necessary.	**In progress.**
Policy 1.2.2	Maintain dialogue with Metro-Dade Planning Dept. and other County agencies relative to limiting land use intensity.	**Implemented:** *Ongoing.* Where the County makes decisions that affect the Village, such as on Virginia Key, in Crandon Park or at the Seaquarium, the Village monitors their actions.
Policy 1.2.3	Assist in providing information regarding services such as waste, water, sewers, transit and hurricane response to residents.	
Policy 1.2.4	Improve Biscayne Bay water quality by the following:	**Implemented:** *Ongoing.*
	Implementation of Master Drainage Plan.	**Implemented:** *Ongoing.*

	Replacement of septic tanks with sanitary sewers tied into County system.	**Implemented.** The entire Village is serviced by a sanitary sewer system.
	Mandating on-site stormwater detention.	**Implemented.** Ordinances specify the retention of stormwater on-site.
	Marina siting standards.	**Implemented.**
Policy 1.2.5	Improve Biscayne Bay water quality by coordination with BBSDRC, FDEP and	**Implemented:** *Ongoing.*
Policy 1.2.6	The Village shall coordinate with Miami-Dade County and the City of Miami to create a program for annual evaluation of affordable housing needs within incorporated and unincorporated areas of the County.	**In progress.**
Policy 1.2.7	The Village shall participate in the South Florida Regional Planning Council's initiatives directed toward educating local governments of new techniques, especially programs applicable to the region and county, for promoting affordable housing.	**In progress.**
Policy 1.2.8	The Village shall evaluate the feasibility of establishing an affordable housing fee trust fund in partnership with Miami-Dade County or the City of Miami via interlocal agreements, to fund affordable housing programs and projects in Miami-Dade County and/or the City of Miami.	**In progress.**
Objective 1.3	**NPS Level of Service Standards Coordination:** Ensure coordination with Miami-Dade County Sewer and Water Department, Miami-Dade County, the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update in establishing LOS standards for sewage and potable water.	**Implemented.** The adopted LOS is maintained, however, it is a recommended of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.3.1	Monitor changes to LOS standards of Miami-Dade County, the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update and adjust own LOS standards accordingly.	**Implemented.** The adopted LOS is maintained, however, it is a recommended of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.3.2	The Village shall implement a tracking system that measures increases in population resulting from development and redevelopment, and provide results to the Miami-Dade County Water and Sewer Department on a regular basis.	**Obsolete.** The WASD maintains water usage records.
Policy 1.3.3	The Village shall provide for improved or additional coordination between the Miami-Dade County Water and Sewer Department and the Village concerning the sharing and updating of information to meet ongoing water supply needs.	**In progress.** The adopted LOS is maintained, however, it is a recommendation of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.

Policy 1.3.4	The Village shall coordinate with the Miami-Dade County Water and Sewer Department in the implementation of alternative water supply projects, establishment of level-of-service standards, resource allocations, changes in service areas and potential for annexation.	**In progress.** The adopted LOS is maintained, however, it is a recommendation of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.3.5	The Village shall coordinate with the Miami-Dade County Water and Sewer Department by requiring applications to be reviewed by the Department during the site plan review process prior to approving a building permit, in order to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy for properties located within the Village. Additional coordination efforts will occur between the Department and the Village through the water allocation system, which is a monthly spreadsheet used for tracking development activity within the Village. The Village will monitor proposed amendments to the Miami-Dade County Comprehensive Development Master Plan as they relate to water supply planning in the county and provide input as necessary.	**In progress.** The adopted LOS is maintained, however, it is a recommendation of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
Policy 1.3.6	The Village shall coordinate with the Lower East Coast Water Supply Plan Update.	**In progress.** The adopted LOS is maintained, however, it is a recommendation of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.



Capital Improvement Element

CAPITAL IMPROVEMENT ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Policy 1.1.2 Revise and update outdated language: "CIP shall include a drainage facility improvement/ replacement program based upon the 1993 drainage master plan"

Policy 1.2.1 Revise and update outdated language: "Potable Water: Not to exceed 98% of County treatment and storage system's rated capacity, with at least 20lbs per sq. inch at property line and average 155 gallons per capita per day"

Policy 1.2.2 Revise and update outdated language: "shall implement a tracking system that measures increases in population resulting from development and redevelopment and provide results to the MDC WASD on a regular basis"

Objective 1.4 Revise and update outdated language: "concurrency management system to be included in the land development code"

Policy 1.4.1 Revise and update outdated language: "annual report monitoring report"

Policy 1.4.4 Revise and update outdated language: "shall establish criteria to prioritize and update projects within the 5 year CIP"

Policy 1.5.1 Revise and update outdated language: "development orders" are no longer in effect

Policy 1.5.2 Revise and update outdated language: "No later than Dec 31, 2015 the village shall explore a recreation impact fee"

Policy 1.5.6 Revise and update outdated language: "2011/12 through 2015/16 Miami-Dade County Public Schools Facilities Work Program"

Implementation Systems: Revise and update outdated language:

1. "capital programming and budgeting process beginning no later than July 1995"
2. "completion of a master drainage plan and final approval of a drainage utility funding mechanism"
3. "preliminary financial and engineering feasibility exploration of extending sewers to the un-sewered areas"
4. "Amendments to Land Development code to assure conformance to the concurrency requirements"
5. "Explore park impact fees"
6. "evaluate the need for financing mechanism to pay for beach renourishment and dune development"
7. Recommended New Objectives and Policies

RECOMMENDED NEW OBJECTIVES AND POLICIES

- Add new policy to adopt an annual update to the Capital Improvement Element to include new "5th Year" projects and any other revisions based on the annual update of the 5-year Capital Improvement Plan.
- Add a new policy updating criteria to prioritize projects to reflect issues that are currently of importance to the Village.
- Adopt the most current Capital Improvement Plan 2018 – 2022.
- Comprehensive Review of the Capital Improvement Element

Goals, Objectives & Policies	Element	Implementation
CAPITAL IMPROVEMENT		
Goal 1	**To undertake capital improvements necessary to provide adequate infrastructure and a high quality of life, within sound fiscal practices.**	
Objective 1.1	**The Annual Capital Improvement Program Process:** The Village shall utilize this Element as the framework to monitor public facility needs as a basis for the annual capital budget and preparation of a 5-year capital improvements program.	**Implemented:** *Ongoing.* The Village does this as part of the budget process.
Policy 1.1.1	Staff and engineering studies to form basis for preparation of a 5-year capital improvement program, with one year capital budget, in order to further MP elements.	**Implemented.** The Village does a one year Capital Improvement Budget and a fiscal budget for five years.
Policy 1.1.2	Capital improvement program to include drainage facility program based on 1993 DMP.	**Implemented.** It is recommended that the most recent Stormwater Improvement Implementation Plan (2016 prepared by EAC) be referenced in this policy.
Policy 1.1.3	Public safety, quality of life, LOS, redevelopment and Biscayne Bay enhancement projects will be used as criteria for setting priorities that include financial feasibility or budget impact assessments.	**Implemented.** It is recommended that the priorities by revised to reflect the issues that are relevant for the Village in this planning period.
Policy 1.1.4	The Village shall use designated funding mechanisms such as the drainage utility and sewer assessments to the maximum extent feasible in order to prioritize the application of general funds (and general obligation bonds) for such Village-wide projects as park land acquisition and streetscape work as outlined in the policies of other Master Plan elements.	**Implemented:** *Ongoing.* The Village does this as part of its Capital Improvement Budget. The Village no longer collects a sewer assessment.
Policy 1.1.5	Pursue a prudent policy in terms of borrowing for capital improvements or other purposes.	**Implemented:** *Ongoing.*
Objective 1.2	**Level of Service and Land Use Decisions:** Use FLUP, financial analyses in this Element and LOS standards to review development applications and to prepare annual schedule of capital improvements.	**Implemented.** All development is consistent with adopted LOS standards.
Policy 1.2.1	The following peak hour LOS standards shall be maintained.	
	Streets: Regulate the timing of development to maintain peak hour LOS standards (Arterial: LOS "D", Collectors: LOS "B", Local Service Streets: LOS "A"). LOS along Crandon Boulevard shall operate at level of service "D" or better and maintain operations at no less than level of service D near north Village limits.	**Implemented.** All development is consistent with adopted LOS standards.

	Sanitary Sewers in Sewered Areas: Not to exceed 98% of County treatment system's rated capacity. Average sewage generation standard of 140 gallons per capita per day.	**Implemented.** All development is consistent with adopted LOS standards.
	Sanitary Sewers in Unsewered Areas: Permit septic tanks only in compliance with county and state standards.	**Obsolete.** The Village has provided sanitary sewer to all non-sewered areas.
	Potable Water: Not to exceed 98% of County treatment and storage system's rated capacity, with at least 20 lbs. per sq. inch at property line and average 155 gallons per capita per day.	**Implemented.** The adopted LOS is maintained, however, it is a recommended of this plan that the Village update the LOS for Potable Water to be consistent with the Lower East Coast Water Facilities Supply Plan.
	Drainage: Nonresidential development and redevelopment accommodate runoff to meet Federal, state and local requirements.	**Implemented.** All development is consistent with adopted LOS standards.
	Solid Waste: County system maintains a minimum of 5 years capacity; Village use generation rate of 5.2 lbs. per person per day.	**Implemented.** All development is consistent with adopted LOS standards.
	Recreation: Maintain a LOS standard of at least 2.5 acres of park land per 1,000 persons permanent population.	**In progress.** Prior to and since incorporation, the Village has been below a LOS standard of 2.5 acres of parks and recreation space per 1000 persons. However, the Village is in an ongoing pursuit to achieve this goal.
Policy 1.2.2	The Village shall implement a tracking system that measures increases in population resulting from development and redevelopment and provide results to the Miami-Dade County Water and Sewer Department on a regular basis.	**Obsolete.** The WASD maintains water usage records.
Policy 1.2.3	The Village shall develop mechanisms to ensure that adequate water supplies are available to all water users prior to the approval of a building permit. Furthermore, the Village shall monitor the Miami-Dade County Water and Sewer Department to be sure that it is responsibly monitoring the availability of water supplies for all water users of its department, which includes the Village of Key Biscayne, and to be sure that it is implementing a system that links water supplies to the permitting of new development.	**Implemented.** Ongoing through concurrency management.
Objective 1.3	**Infrastructure in Coastal High Hazard Area:** The Village shall not expend funds on infrastructure within the coastal high-hazard area that would have the effect of directly subsidizing development which is significantly more intensive than authorized by the Plan.	**Implemented:** *Ongoing.* The Village does not subsidize private development; it pays for its own infrastructure needs.
Policy 1.3.1	Capital improvement program schedule shall not include projects that would achieve significantly more intensive development than authorized by this plan by directly causing developer applications for Land Use Plan or zoning map amendments .	**Implemented.** Ongoing through the enforcement of the Land Development Code.

Objective 1.4	**Concurrency:** Assure provision of public facilities concurrent with the impacts of development through a concurrency management system to be included in the land development code.	**Implemented.** All development is consistent with adopted LOS standards.
Policy 1.4.1	The Village shall enforce the concurrency management system provided within Article VI of Chapter 30 of the Code of Ordinances. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, and Infrastructure policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:	**Implemented.** All development is consistent with adopted LOS standards.
	1. Measure conformance with LOS standards for water, solid waste and drainage, recreation facilities, and transportation.	**Implemented.** All development is consistent with adopted LOS standards.
	2. Concurrency Monitoring System	**Implemented:** *Ongoing.* The Land Development Code requires a review of concurrency during every building permit application review.
	3. Capacity Reservation	**Implemented:** *Ongoing.*
	4. Administration	**Implemented:** *Ongoing.*
	5. Project Impact or Demand Measurement	**Implemented:** *Ongoing.*
Policy 1.4.2	The Village shall adopt and maintain a five-year Capital Improvements Plan.	**Implemented:** *Ongoing.*
Policy 1.4.3	The Village shall seek to ensure that the Capital Improvements Element (CIE)of the Comprehensive Plan is financially feasible.	**Implemented:** *Ongoing.*
Policy 1.4.4	The Village shall establish criteria to prioritize and update projects within the five-year Capital Improvements Plan to achieve and maintain adopted level-of-service standards.	**Implemented.** Ongoing, it is recommended that the criteria to prioritize projects is updated to reflect issues that are currently of importance to the Village.
Objective 1.5	**Funding Capital Improvements:** The LDC concurrency management system shall reflect both the existing and approved Development of Regional Impact (DRI) development orders; this system shall operate in concert with the capital improvement program, recreation impact fee and drainage utility to assure the funding and provision of needed capital improvements. See policies for measurability.	**Implemented.**

Policy 1.5.1	The concurrency management system formulas shall include the public facility demands created by the two DRI projects as "committed" and capital improvement schedule shall include the project implications of this committed demand to assure concurrency, so long as either of these development orders is in effect.	**Implemented.**
Policy 1.5.2	No later than December 31, 2015, the Village shall explore a recreational impact fee that would apply to all new development to help fund acquisitions and improvements.	**Not implemented.**
Policy 1.5.3	The Village shall not approve any new construction, redevelopment or renovation project which creates a need for expanded capital improvement unless the project pays a proportionate share of the costs of these improvements following legally prescribed criteria for such fees.	**Implemented.**

Public Schools and Facilities Element

PUBLIC SCHOOLS AND FACILITIES ELEMENT RECOMMENDED AMENDMENTS

The following is a list of outdated Objectives and Policies that should be revised to address current local conditions that are of importance to the Village and the region.

Objective 1.1 Revise the following outdated language: "countywide enrollment will meet state requirements for class size by Sept 2010"

Policy 1.1.6 Revise the following outdated language: "staff working group review annually the educational element and school enrollment projections"

Policy 1.2.3 Revise the following outdated language: "it is the goal of the village and MDC public schools for all public school facilities to achieve 100% utilization of permanent FISH (No Relocatable Classrooms) by January 1, 2018.....By Dec 2010, MDC in cooperation with MDC public schools will assess the viability of modifying the adopted LOS standard to 100% utilization of permanent FISH for all CSAs"

Policy 1.2.6 Revise the following outdated language and reference the most current Work Program: "2011/12 through 2015/16 Miami-Dade County Public Schools Facilities Work Program is incorporated by reference"

Objective 1.5 Revise the following outdated language: "the school board, the village and other appropriate jurisdictions shall establish and implement mechanisms for on-going coordination and communication to ensure the adequate provision of public education facilities"

Policy 1.5.5 Revise the following outdated language: "village shall work with the county and the school district to periodically review the Educational Facilities Impact Fee Ordinance"

Policy 1.5.7 Revise the following outdated language: "The criteria should be prepared prior to the next full review of the School Impact Fee Ordinance"

RECOMMENDED NEW OBJECTIVES AND POLICIES

- Include a policy to initiate intergovernmental coordination with the Miami-Dade County School Board to address the possibility of utilizing the "Old Frost Museum" as a future new High School to accommodate students from Key Biscayne and the Brickell and Roads neighborhoods.
- Include a policy to continue coordination with the Miami-Dade County School Board on the future of the Key Biscayne K-8 Education Center, which could include a new performing arts center and a modern library.
- Consider adding more robust policies in support of school safety, security and monitoring.

COMPREHENSIVE REVIEW OF THE PUBLIC SCHOOLS AND FACILITIES ELEMENT

Goals, Objectives & Policies	Element	Implementation
PUBLIC SCHOOL FACILITIES		
Goal 1	**Develop, operate, and maintain a system of public education by Miami-Dade County Public Schools, in cooperation with the County and other appropriate governmental agencies, which will strive to improve the quality and quantity of public educational facilities available to the citizenry of the Village and other local governments within the County.**	

Objective 1.1	Work towards the reduction of the overcrowding which currently exists in the Miami-Dade County Public Schools, while striving to attain an optimum level of service pursuant to Objective 1.2. Provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's public schools will meet state requirements for class size by September 1, 2010.	**In progress.** The Village coordinates with MDCPS on LOS.
Policy 1.1.1	Cooperate with the Miami-Dade County Public Schools in their efforts to continue to provide new student stations through the Capital Overlay program, in so far as funding is available.	**In progress.** The Village coordinates with MDCPS on student stations.
Policy 1.1.2	Collect impact fees from new development for transfer to the Miami-Dade County Public Schools to offset the impacts of these additional students on the capital facilities of the school system.	**In progress.** The Village coordinates with MDCPS on concurrency and impact fees during the development review process.
Policy 1.1.3	Cooperate with the Miami-Dade County Public Schools in their efforts to develop and implement alternative education facilities, such as primary learning centers, which can be constructed on small parcels of land and relieve overcrowding at elementary schools, in so far as funding and rules permit.	**Not Implemented.** No alternative educational facilities were developed during this planning period.
Policy 1.1.4	Cooperate with the Miami-Dade County Public Schools in their efforts to provide public school facilities to the students of the Village, which operate at optimum capacity, in so far as funding available. Operational alternatives may be developed and implemented, where appropriate, which mitigates the impacts of overcrowding while maintaining the instructional integrity of the educational programs.	**In progress.** The Village coordinates with MDCPS on LOS.
Policy 1.1.5	Cooperate with the Miami-Dade County Public Schools in their efforts to maintain and/or improve the established level of service (LOS), for Public Educational Facilities, as established for the purposes of school concurrency.	**In progress.** The Village coordinates with MDCPS on LOS.
Policy 1.1.6	The village will through the Staff Working Group of the Interlocal Agreement for Public School Facility coordinate with the Miami-Dade County Public Schools, and applicable municipalities to review annually the Educational Element and school enrollment projections.	**Implemented:** *Ongoing.*
Objective 1.2	The Village shall coordinate new residential development with the future availability of public school facilities consistent with the adopted level of service standards for public school concurrency, to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements, and meet future needs based upon achieving and maintaining the adopted level of service standards throughout the planning period.	**Implemented:** *Ongoing.*

Policy 1.2.1	Public school concurrency shall be applied on a less than district-wide basis in the form of concurrency service areas, except for Magnet Schools where public school concurrency shall be applied on a district wide basis. Level of Service standards for public school facilities apply to those traditional educational facilities, owned and operated by Miami-Dade County Public Schools, that are required to serve the residential development within their established concurrency area. Level of Service standards do no apply to charter schools. However, the actual enrollment (October Full Time Equivalent FTE) of both magnet and charter schools as a percentage of the total district enrollment will be credited against the impact of development.	**Implemented:** *Ongoing.*
Policy 1.2.2	The adopted Level of Service (LOS) Standard for all Miami-Dade County Public School facilities is 100% FISH Capacity (With Relocatable Classrooms). This LOS Standard, except for Magnet Schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools. The adopted LOS standard for Magnet Schools is 100% FISH (With Relocatable Classrooms) which shall be calculated on a district-wide basis.	**Implemented:** *Ongoing.*
Policy 1.2.3	It is the goal of the Village and Miami-Dade County Public Schools for all public school facilities to achieve 100% utilization of Permanent FISH (No Relocatable Classrooms) by January 1, 2018. To help achieve the desired 100% of permanent FISH utilization by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public school facilities that achieve 100% utilization of Permanent FISH capacity (No relocatable Classrooms) should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution. Relocatable classrooms may be used by the Miami-Dade County Public School System as an operational solution during replacement, renovation, remodeling or expansion of a public school facility; and in the event of a disaster or emergency which prevents the School Board from using a portion of the affected school facility. By December 2010, Miami-Dade County in cooperation with the Miami-Dade County Public School will assess the viability of modifying the adopted LOS standard to 100% utilization of Permanent FISH (No Relocatable Classrooms) for all CSAs. In the event the adopted LOS standard of the Miami-Dade County Public Schools established CSA cannot be met as a result of a proposed development's impact, the development may proceed provided at least on of the following conditions is met:	**Implemented:** *Ongoing.*

Policy 1.2.3 (continued)	1. The development's impact can be shifted to one or more contiguous CSAs that have available capacity and is located, either in whole or in part, within the same Geographic Area as the proposed development; or 2. The development's impact is mitigated, proportionate to the demand for public schools it created, through a combination of one or more appropriate proportionate share mitigations options, as defined in Section 163.3180(13)e1, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms that include, one or more of the following: a. Contribution of land; b. The construction, expansion or payment for land acquisition or construction of a permanent public school facility; or c. The creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits. The legally binding proportionate share mitigation agreement is subject to the approval of Miami-Dade County Public School Board and the Village and must be identified in the Miami-Dade County Public School Facilities Work Program. 3. The development's impacts are phased to occur when sufficient capacity will be available. If none of the conditions are met, the development shall not be approved.	
Policy 1.2.4	Concurrency Service Area (CSA) shall be delineated to: (1) Maximize capacity utilization of the facility; (2) Limit maximum travel times and reduce transportation costs; (3) Acknowledge the effect of court-approved desegregation plans; (4) Achieve socio-economic, racial, cultural and diversity objectives; and (5) Achieve other relevant objectives as determined by the School Board's policy on maximization of capacity. Periodic adjustments to the boundary or area of a CSA may be made by the School Board to achieve the above stated factors. Other potential amendments to the CSA's shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 or October 31, consistent with Section 9 of the Interlocal Agreement for Public School Facility Planning	**Implemented:** *Ongoing.*

Policy 1.2.5	The Village through the implementation of the concurrency management system and Miami-Dade County Public School Facility Work Program for educational facilities, shall ensure that existing deficiencies are addressed and the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards throughout the planning period in the 5-year schedule of capital improvements.	**Implemented:** *Ongoing.*
Policy 1.2.6	Pursuant to Chapter 163, Florida Statutes, the Miami-Dade County Public Schools 5-Year District Facilities Work Program, developed by Miami-Dade County Public Schools and adopted by the Miami-Dade County Public School Board on September 5, 2007, is incorporated by reference into the Village's Capital Improvement Plan, as applicable. The Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Work Program and/or concurrency service area maps to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard will continue to be achieved and maintained. The Village, through its annual updates of the 5-year Capital Improvements Element and Program, will incorporate by reference the latest adopted Miami-Dade County Public School Facilities Work Program for educational facilities. The Village, Miami-Dade County Public School, and other local governments will coordinate their planning efforts prior to and during the Village's Comprehensive Land Use Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program. The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.	**Implemented:** *Ongoing.*
Objective 1.3	Obtain suitable site for the development and expansion of public education facilities.	**Not Implemented.**
Policy 1.3.1	In the selection of sites for future educational facility development, the Village encourages the Miami-Dade County Public Schools to consider whether a school is in close proximity to residential areas and is in a location that would provide a logical focal point for community activities.	**In progress.** Coordination efforts will continue with site selection considerations.
Policy 1.3.2	Where possible, the Miami-Dade County Public Schools should seek sites which are adjacent to existing or planned public recreation areas, community centers, libraries, or other compatible civic uses for the purpose of encouraging joint use facilities or the creation of logical focal points for community activity.	**In progress.** Coordination efforts will continue with site selection considerations.
Policy 1.3.3	The Village acknowledges and concurs that, when selecting a site, the Miami-Dade County Public Schools will consider if the site meets the minimum size criteria as recommended by the State Department of Education or as determined to be necessary for an effective educational environment.	**In progress.** Coordination efforts will continue with site selection considerations.

Policy 1.3.4	When considering a site for possible use as an educational facility, the Miami-Dade County Public Schools should review the adequacy and proximity of other public facilities and services necessary to the site such as roadway access, transportation, fire flow and potable water, sanitary sewers, drainage, solid waste, police and fire services, and means by which to assure safe access to schools, including sidewalks, bicycle paths, turn lanes, and signalization. When considering a site for possible use as an educational facility the Miami-Dade County Public Schools should consider whether the present and projected surrounding land uses are compatible with the operation of an educational facility.	**In progress.** Coordination efforts will continue with site selection considerations.
Policy 1.3.5	The Village will continue to cooperate with Miami-Dade County Public Schools and adjacent local governments in utilizing Miami-Dade County Public School as emergency shelters during county emergencies.	**Implemented:** *Ongoing.*
Objective 1.4	Miami-Dade County Public Schools will continue to enhance effectiveness of the learning environment.	**Implemented.** Ongoing, the Village will continue to coordinate on the effectiveness of the learning environment.
Policy 1.4.1	Miami-Dade County Public Schools is encouraged to continue the design and construction of educational facilities which create the perception of feeling welcome, secure and positive about the students school environment and experiences.	**Implemented:** *Ongoing.*
Policy 1.4.2	Miami-Dade County Public Schools is encouraged to continue to design and construct facilities which better provide student access to technology designed to improve learning, such as updated media centers and science laboratories.	**Implemented:** *Ongoing.*
Policy 1.4.3	Miami-Dade County Public Schools is encouraged to continue to improve existing educational facilities, in so far as funding is available, through renovation and expansion to better accommodate increasing enrollment, new educational programs and other activities, both curricular and extra-curricular.	**Implemented:** *Ongoing.*
Objective 1.5	The School Board, the Village and other appropriate jurisdictions shall establish and implement mechanisms for on-going coordination and communication to ensure the adequate provision of public educational facilities.	**Implemented:** *Ongoing.*
Policy 1.5.1	The Village shall coordinate and cooperate with Miami-Dade County Public Schools, the State, County, municipalities, and other appropriate agencies to develop or modify rules and regulations in order to simplify and expedite proposed new educational facility developments and renovations.	**Implemented:** *Ongoing.*
Policy 1.5.2	The location of future educational facilities should occur where capacity of other public facilities and services is available to accommodate the infrastructure needs of the educational facility.	**Implemented:** *Ongoing.*

Policy 1.5.3	The Miami-Dade County Public Schools should coordinate school capital improvements plans with the planned capital improvement projects of the Village, other municipalities and the County.	**In progress.** The Village updates the CIP annually.
Policy 1.5.4	The Village shall cooperate with the Miami-Dade County Public Schools in their efforts to ensure that they are not obligated to pay for off-site infrastructure in excess of their fair share of the costs.	**In progress.** The Village updates the CIP annually.
Policy 1.5.5	The Village shall work with the County and Miami-Dade County Public Schools to periodically review the Educational Facilities Impact Fee Ordinance to strive to ensure that the full eligible capital costs associated with the development of public school capacity (new schools and expansion of existing ones) are identified when updating the impact fee structure. Pursuant to the terms of the state mandated Interlocal Agreement, the County and School Board shall review the Ordinance, its formula, the Educational Facilities Impact Fee methodology and technical report, in order to make recommendations for revisions to the Board of County Commissioners.	**In progress.** Coordination efforts will continue with review and updates to the Impact Fee Ordinance.
Policy 1.5.6	The Village and Miami-Dade County Public School will annually review the Public School Facilities Element and the Village will make amendments, if necessary.	**In progress.** Coordination efforts will continue with periodic updates to the Public School Facilities Element.
Policy 1.5.7	The Village shall seek to coordinate with the Miami-Dade County Public Schools in formalizing criteria for appropriate sharing of responsibility for required off-site facility improvements attributable to construction of new public schools or expansion of existing ones. The criteria should be prepared prior to the next full review of the School Impact Fee Ordinance.	**In progress.** The Village seeks to coordinate on an additional high school to be located at the former Frost museum in Miami.
Policy 1.5.8	The Village shall coordinate with the Miami-Dade County Public Schools and local governments to eliminate infrastructure deficiencies surrounding existing school sites.	**Implemented:** *Ongoing.*
Policy 1.5.9	The Village and the Miami-Dade County Public Schools shall coordinate efforts to ensure the availability of adequate sites for the required educational facilities.	**In progress.** The Village seeks to coordinate on an additional high school to be located at the former Frost museum in Miami.
Policy 1.5.10	The Village and the Miami-Dade County Public Schools shall coordinate the appropriate roles and responsibilities of affected governmental jurisdictions in ensuring the timely, orderly and efficient provision of adequate educational facilities.	**In progress.** The Village seeks to coordinate on an additional high school to be located at the former Frost museum in Miami.
Policy 1.5.11	The Village will account for the infrastructure needs of new, planned or expanded educational facilities when formulating and implementing its own capital improvement plans.	**In progress.** The Village updates the CIP annually.
Objective 1.6	Miami-Dade County Public Schools in conjunction with the Village and other appropriate agencies, will strive to improve security and safety for students and staff.	**Implemented:** *Ongoing.*

Policy 1.6.1	Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the incidence of violence, weapons and vandalism on school campuses. Encourage the design of facilities, which do not encourage criminal behavior and provide clear sight lines from the street.	**Implemented:** *Ongoing.*
Policy 1.6.2	Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education and other appropriate sources.	**Implemented:** *Ongoing.*
Policy 1.6.3	Continue to cooperate with the Miami-Dade County Public Schools to provide for the availability of alternative programs for at-risk students at appropriate public educational facilities.	**Implemented:** *Ongoing.*
Policy 1.6.4	Coordinate with the Miami-Dade County Public Schools and the County to provide for pedestrian and traffic safety in the area of schools and signalization for education facilities.	**Implemented:** *Ongoing.*

Statutory Changes to Comprehensive Plan Requirements from 2008-2016 and related impacts to the Village of Key Biscayne's Comprehensive Plan

N/A = Not Applicable

2008 [Chapters 2008-191 and Chapters 2008-227, Laws of Florida]					
	Changes to Statute	Citations	N/A	Addressed (Where/How)	Amendments Needed
1	The future land use plan must discourage urban sprawl. Ch. 2008-191, LOF.	163.3177(6)(a)	x		
2	The future land use plan must be based upon energy-efficient land use patterns accounting for existing and future energy electric power generation and transmission systems. Ch. 2008-191, LOF.	163.3177(6)(a)		Repealed	
3	The future land use plan must be based upon greenhouse gas reduction strategies. Ch. 2008-191, LOF.	163.3177(6)(a)		Repealed	
4	The traffic circulation element must include transportation strategies to address reduction in greenhouse gas emissions. Ch. 2008-191, LOF.	163.3177(6)(b)		Repealed	
5	The conservation element must include factors that affect energy conservation. Ch. 2008-191, LOF.	163.3177(6)(d)		Repealed	
6	The future land use map series must depict energy conservation. Ch. 2008-191, LOF.	163.3177(6)(d)		Repealed	
7	The housing element must include standards, plans and principles to be followed in energy efficiency in the design and construction of new housing and in the use of renewable energy resources. Ch. 2008-191, LOF.	163.3177(6)(f)1.h. and i.		Repealed	
8	Local governments within an MPO area must revise their transportation element to include strategies to reduce greenhouse gas emissions. Ch. 2008-191, LOF.	163.3177(6)(j)		Repealed	
9	Various changes were made in the State Comprehensive Plan (Chapter 187, F.S.) that address low-carbon-emitting electric power plants. See Section 5 of Chapter 2008-227, LOF.	State Comprehensive Plan		State Comprehensive Plan	

2009 [Chapters 2009-85 and Chapters 2009-96, Laws of Florida]					
	Changes to Statute	Citations	N/A	Addressed (Where/How)	Amendments Needed
1	Changes "Existing Urban service area" to "Urban service area" and revises the definition of such an area. Section 2, Chapter 2009-96, LOF.	163.3164(29)		Procedural	
2	Adds definition of "Dense urban land area." Section 2, Chapter 2009-96, LOF.	163.3164(34)		Procedural	
3	Postpones from December 1, 2008 to December 1, 2011, the need for the annual update to the capital improvements element to be financially feasible. Section 3, Chapter 2009-96, LOF.	163.3177(3)(b)1.		Repealed	

4	Requires the future land use element to include by June 30, 2012, criteria that will be used to achieve compatibility of lands near public use airports. For military installations, the date is changed from June 30, 2006, to June 30, 2012. Section 3, Chapter 2009-85, LOF.	163.3177(6)(a)	x		
5	Requires the intergovernmental coordination element to recognize airport master plans. Section 3, Chapter 2009-85, LOF.	163.3177(6)(h)1.b.		Repealed	
6	Requires the intergovernmental coordination element to include a mandatory (rather than voluntary) dispute resolution process and requires use of the process prescribed in section 186.509, F.S., for this purpose. Section 3, Chapter 2009-96, LOF.	163.3177(6)(h)1.c.			Amendment Needed, not included in Comprehensive Plan
7	Requires the intergovernmental coordination element to provide for interlocal agreements pursuant to s.333.03(1)(b), F.S., between adjacent local governments regarding airport zoning regulations. Section 3, Chapter 2009-85, LOF.	163.3177(6)(h)1.d.		Repealed	
8	Defines "rural agricultural industrial center" and provides for their expansion though the plan amendment process. Section 1, Chapter 2009-154, LOF	163.3177(15)(a) [New]	x		
9	Allows a municipality that is not a dense urban land area to amend its comprehensive plan to designate certain areas as transportation concurrency exception areas. Section 4, Chapter 2009-96, LOF.	163.3180(5)(b)2.		Procedural	
10	Allows a county that is not a dense urban land area to amend its comprehensive plan to designate certain areas as transportation concurrency exception areas. Section 4, Chapter 2009-96, LOF.	163.3180(5)(b)3.	x		
11	Requires local governments with state identified transportation concurrency exception areas to adopt land use and transportation strategies to support and fund mobility within such areas. Section 4, Chapter 2009-96, LOF.	163.3180(5)(b)4.	x		
12	Except in transportation concurrency exception areas, local governments must adopt the level-of-service established by the Department of Transportation for roadway facilities on the Strategic Intermodal System. Section 4, Chapter 2009-96, LOF.	163.3180(10)	x		
13	Defines a backlogged transportation facility to be one on which the adopted level-of-service is exceeded by existing trips, plus additional projected background trips. Section 5, Chapter 2009-85, LOF.	163.3180(12)(b) & (16)(i)		Procedural	

2010 [Chapters 2010-5, 2010-33, 2010-70, 2010-102, 2010-182, 2010-205 and 2010-209, Laws of Florida]					
	Changes to Statutes	Citations	N/A	Addressed (Where/How)	Amendments Needed
1	Deletes section 163.31771(6), F.S. (obsolete language that addressed an accessory dwelling unit repot); no sustentative comprehensive planning requirement impact. Section 16, Chapter 2010-5, LOF.			Procedural	
2	Chapter 2010-102, Laws of Florida, makes several minor changes which do not effect sustentative comprehensive planning requirements: 1. Section 163.2526, F.S.: repealed 2. Section 163.3167(2), F.S.: obsolete language deleted 3. Section 163.3177(6)(h), F.S.: minor wording changes 4. Section 163.3177(10)(k), F.S.: minor wording changes 5. Section 163.3178(6), F.S.: obsolete language deleted 6. Section 163.2511(1), F.S.: minor wording changes 7. Section 163.2514, F.S.: minor wording changes 8. Section 163.3202, F.S.: minor wording changes			Procedural	
3	Chapter 2010-205, Laws of Florida, makes several minor wording changes Chapter 163, Part II, F.S., which do not affect sustentative comprehensive planning requirements: 1. Section 163.3167(13), F.S. 2. Section 163.3177(4)(a), F.S. 3. Section 163.3177(6)(c), (d) and (h), F.S. 4. Section 163.3191(2)(l), F.S.			Procedural	
4	Chapter 2010-209, Laws of Florida, make a minor wording change in Section 163.2523, F.S., which does not affect sustentative comprehensive planning requirements.			Procedural	
5	Deleted the phrase "SMART Schools Clearinghouse". Section 11, Chapter 2010-70, LOF.	163.31777(1)(a) and (3)(a)		Procedural	
6	Revises section 163.3175, F.S., to list the 14 military installations and 43 local governments affected by special coordination and communication requirements. Section 1, Chapter 2010-182, LOF.	163.3175(2)		Procedural	
7	Revises section 163.377(6)(a), F.S., to specify that the 43 local governments listed in section 163.3175(2), F.S., must consider the factors listed in section 163.3175(5), F.S., when considering the compatibility of land uses proximate to military installations. Section 2, Chapter 2010-182, LOF.	163.3177(6)(a)	x		
8	Revised section 163.3180(4)(b), F.S., to define hangars for the assembly, manufacture, maintenance or storage of aircraft as public transit facilities. Section 1, Chapter 2010-33, LOF.	163.3180(4)(b)		Procedural	

2011 [Chapters 2011-139, Laws of Florida]					
	Changes to Statutes	**Citations**	**N/A**	**Addressed (Where/How)**	**Amendments Needed**
1	Deletes the exemption for plan amendments to designate an urban infill and redevelopment area from the twice per year amendment limitation of s.163.3187.	163.2517(4)		Procedural	
2	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."	163.3161(1)		Procedural	
3	Expresses the purpose of the act, changing "control" future development to "manage" future development "consistent with the proper role of local government."	163.3161(2)		Procedural	
4	States the intent of the act is to focus the state role in managing growth to protect the functions of important state resources and facilities.	1633161(3) [New]		Procedural	
5	Modifies the intent of the legislature with respect to how comprehensive plans and amendments affect property rights.	163.3161(10)		Procedural	
6	States the intent is to recognize and protect agriculture, tourism and military presence as being the state's traditional economic base.	163.3161(11) [New]		Procedural	
7	States the intent is to not require local government plans that have been found to be in compliance to adopt amendments implementing the new statutory requirements until the evaluation and appraisal period provided in s. 163.3191.	163.3161(12) [New]		Procedural	
8	Modifies the provisions for agricultural lands and practices to state that a plan amendment for an agricultural enclave is presumed not to be urban sprawl as defined in 163.3164.	163.3162(4)	x		
9	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act" and sets forth new and modified definitions, many of which were included in repealed Rule 9J-5.003, F.A.C.	163.3164		Procedural	
10	Establishes definition for "adaptation action area."	163.3164(1) [New]		Procedural	
11	Establishes definition for "affordable housing" [same meaning as in s.420.0004(3)].	163.3164(3) [previously in Rule 9J-5]		Procedural	
12	Establishes definition for "antiquated subdivision."	163.3164(5) [New]		Procedural	
13	Establishes definition for "capital improvement."	163.3164(7) [previously in Rule 9J-5]		Procedural	
14	Establishes definition for "compatibility."	163.3164(9) [previously in Rule 9J-5]		Procedural	

15	Establishes definition for "deepwater ports."	163.3164(11) [previously in Rule 9J-5]		Procedural	
16	Establishes definition for "density."	163.3164(12) [previously in Rule 9J-5]		Procedural	
17	Establishes definition for "floodprone areas."	163.3164(18) [previously in Rule 9J-5]		Procedural	
18	Establishes definition for "goal."	163.3164(19) [previously in Rule 9J-5]		Procedural	
19	Establishes definition for "intensity."	163.3164(22) [previously in Rule 9J-5]		Procedural	
20	Establishes definition for "internal trip capture."	163.3164(23) [New]		Procedural	
21	Establishes definition for "level of service."	163.3164(28) [previously in Rule 9J-5]		Procedural	
22	Deletes definition for "financial feasibility."	163.3164(32) [Deleted]		Procedural	
23	Establishes definition for "new town."	163.3164(32) [previously in Rule 9J-5]		Procedural	
24	Establishes definition for "objective."	163.3164(33) [previously in Rule 9J-5]		Procedural	
25	Deletes definition for "dense urban land areas."	163.3164(34) [Deleted]		Procedural	
26	Establishes definition for "policy."	163.3164(36) [previously in Rule 9J-5]		Procedural	
27	Deletes health systems and spoil disposal sites for maintenance dredging located in intracoastal waterways (except sites owned by ports) from the definition of "public facilities."	163.3164(38)		Procedural	
28	Changes definition of "regional planning agency" to "the council created pursuant to chapter 186."	163.3164(40)		Procedural	
29	Establishes definition for "seasonal population."	163.3164(41) [previously in Rule 9J-5]		Procedural	
30	Changes definition of "optional sector plan" to "sector plan" and clarifies the purpose of a sector plan. The term includes an optional sector plan that was adopted before the effective date of the act.	163.3164(42)		Procedural	
31	Establishes definition for "suitability."	163.3164(45) [previously in Rule 9J-5]		Procedural	

32	Establishes definition for "transit-oriented development."	163.3164(46) [New]		Procedural	
33	Clarifies the definition of "urban service area" to delete the term "built-up" and to include any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.	163.3164(50)		Procedural	
34	Establishes new definition for "urban sprawl."	163.3164(51) [replaces definition previously in 9J-5]		Procedural	
35	Modifies requirements for maintaining comprehensive plan, deleting the reference to s. 1633184 and the requirement that proposed plan amendments be submitted to the state land planning agency.	163.3167(2)		Procedural	
36	Deletes provisions for regional planning agency adoption of plan amendments for elements and amendments not prepared by a local government.	163.3167(3) and (6) [Deleted]		Procedural	
37	Deletes provisions for local government challenge of costs associated with preparing a comprehensive plan and related state land planning agency action.	163.3167(7) [Deleted]		Procedural	
38	Deletes provisions for encouraging each local government to articulate a vision of its future physical appearance and qualities of its community.	163.3167(11) [Deleted]		Procedural	
39	Establishes provisions for "planning innovations and technical assistance" and clarifies the roles of the state land planning agency and all other appropriate state and regional agencies in the process. Requires, upon request by the local government, the state land planning agency to coordinate multi-agency assistance on plan amendments that may adversely impact important state resources or facilities. Requires the state land planning agency to provide on its website guidance on the submittal and adoption of comprehensive plans, amendments and land development regulations, prohibiting such guidance from being adopted by rule and exempting such guidance from s. 120.54(1)(a).	163.3168(1) – (4) [New]		Procedural	
40	Modifies areas of authority under this act with respect to joint agreements and intergovernmental coordination between cities and counties and planning in advance of jurisdictional changes.	163.3171(4)		Procedural	
41	Modifies military base compatibility provisions to not require that commanding officer comments, underlying studies and reports be binding on the local government. Requires the affected local government to be sensitive to private property rights and not be unduly restrictive on those rights in considering the comments provided by the commanding officer or designee.	163.3175(5)(d) and (6)		Procedural	

42	Modified to require that any local government comprehensive plan that has been amended to address military compatibility requirements after 2004 and was found in compliance be deemed in compliance until the local government conducts its evaluation and appraisal review pursuant to s.163.3191 and determines that amendments are necessary.	163.3175(9)		Procedural	
43	Modified to include significant portions of repealed Rule 9J-5.001 and 9J-5.005, F.A.C., with respect to the principles, guidelines, standards and strategies to be set forth in required and optional elements of the comprehensive plan and requirements for basing these elements on relevant, appropriate and professionally accepted data.	163.3177(1)		Procedural	
44	Deletes financial feasibility requirements.	163.3177(2)		Procedural	
45	Modifies provisions for preparing the capital improvements element to require the schedule to cover a 5-year period and identify whether projects are either funded or unfunded and given a level of priority for funding. Deletes requirements for financial feasibility.	163.3177(3)(a)4		Capital Improvements Element, Objective 1	
46	Modifies requirements for local government annual review of capital improvements element to no longer require transmittal of the adopted amendment to the state land planning agency and deletes provisions related to sanctions by the Administration Commission, adoption of long-term concurrency management systems and financial feasibility.	163.3177(3)(b)		Procedural	
47	Modifies planning period requirements, allowing additional planning periods for specific components, elements, land use amendments, or projects as part of the planning process.	163.3177(5)(a)		Procedural	
48	Modifies requirements for the future land use element to include guidance from repealed Rule 9J-5.006, F.A.C., relative to general range of density or intensity of uses for gross land area and establishing a long term end toward which land use programs and activities are ultimately directed.	163.3177(6)(a)		Procedural	
49	Modifies the standards on which future land use plan and plan amendments are based to include: permanent and seasonal population, compatibility, the need to modify land uses and development patterns within antiquated subdivisions, preservation of waterfronts, location of schools proximate to urban residential areas, and other considerations taken from repealed Rule 9J-5.006, F.A.C.	163.3177(6)(a)2 and 3		Procedural	
50	Modifies requirements for the future land use element "to accommodate at least the minimum amount of land required to accommodate the medium projections of the University of Florida's Bureau of Economic and Business Research for at least a 10-year planning period unless otherwise limited."	163.3177(6)(a)4		Procedural	

51	Establishes requirements for analyzing future land use map amendments using portions of repealed Rule 9J-5.006, F.A.C.	163.3177(6)(a)8 [New]		Procedural	
52	Establishes requirements for the future land use element and map series, including with slight revisions the primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl that were in repealed Rule 9J-5.006, F.A.C.	163.3177(6)(a)9 and 10 [New]	x		
53	Modifies requirements for the transportation element to include significant portions of repealed Rule 9J-5.019, F.A.C., addressing circulation of recreational traffic, including bicycle facilities, exercise trails, riding facilities and airport master plans.	163.3177(6)(b)		Transportation Element	
54	Modifies requirements for the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include guidance from portions of repealed Rule 9J-5.011, F.A.C., and deletes requirements for including a topographic map depicting any areas adopted by a water management district as prime groundwater recharge areas and addressing areas served by septic tanks.	163.3177(6)(c)		Procedural	
55	Modifies potable water supply planning requirements to remove the provision that states that "amendments to incorporate the work plan do not count toward the limitation on the frequency of adoption of amendments to the comprehensive plan."	163.3177(6)(c)3		Procedural	
56	Modifies requirements for the conservation element to include portions of repealed Rule 9J-5.013, F.A.C., to list the natural resources to be identified, analyzed and protected and toward which conservation principles, guidelines and standards are to be directed.	163.3177(6)(d)1 and 2 [New]		Procedural	
57	Modifies requirements for analyzing current and projected water sources for a 10-year period to include consideration of demands for industrial, agricultural and potable water use and the quality and quantity of water available to meet these demands and the existing levels of conservation, use and protection and policies of the regional water management district.	163.3177(6)(d)3		Infrastructure, Conservation, and Coastal Management Elements	Amendments are needed to adopt a Water Supply Facilities Plan
58	Clarifies requirements for the housing element to include guidelines, standards and strategies based on an inventory taken from the latest decennial United States Census or more recent estimates and various other considerations listed in repealed Rule 9J-5.010, F.A.C.	163.3177(6)(f)1 and 2		Procedural	
59	Deletes requirement for an affordable housing needs assessment conducted by the state land planning agency.	163.3177(6)(f)2 [Deleted]		Procedural	

60	Based on repealed Rule 9J-5.010, F.A.C., sets forth new requirements for the creation and preservation of affordable housing, elimination of substandard housing conditions, providing for adequate sites and distribution for a range of incomes and types and including programs for partnering, streamlined permitting, quality of housing, neighborhood stabilization and improving historically significant housing.	163.3177(6)(f)3 [New]		Housing Element, Objectives 1.3 – 1.7	
61	Modifies the objectives of the coastal management element and includes a new requirement for preserving historic and archaeological resources.	163.3177(6)(g)		Conservation and Coastal Management Element, Objective 2.4	
62	Deletes provisions for local government adoption of recreational surface water use policies.	163.3177(6)(g)2 [Deleted]		Procedural	
63	Sets forth an option for the local government to develop an adaptation action area designation for low-lying coastal zones experiencing coastal flooding due to extreme high tides and storm surge and are vulnerable to the impacts of rising sea level.	163.3177(6) (g)10 [New]		Procedural	
64	Deletes requirement for intergovernmental coordination element to provide for recognition of campus master plans and airport master plans.	163.3177(6) (h)1.b [Deleted]		Procedural	
65	Modifies requirements for the intergovernmental coordination element to include portions of repealed Rule 9J-5.015, F.A.C, including coordinating and addressing impacts on adjacent municipalities and coordinating the establishment of level of service standards.	163.3177(6) (h)3.a and b [New]		Procedural	
66	Deletes requirements in intergovernmental coordination element for fostering coordination between special districts and local general purpose governments, submittal of public facilities report, execution of interlocal agreement with district school board, the county and nonexempt municipalities, and submittal of reports to the Florida Department of Community Affairs by counties with populations greater than 100,000.	163.3177(6)(h)3 and 4 [Deleted]		Procedural	
67	Deletes provisions for optional elements of the comprehensive plan, transportation and traffic circulation, airport compatibility and other requirements related to transportation corridors and reduction of greenhouse gas emissions specific to local governments within an urbanized area.	163.3177(6)(i), (j), (k) [Deleted]		Procedural	
68	Deletes provisions for airport master plans.	163.3177(6)(k) [Deleted]		Procedural	
69	Deletes provisions for additional plan elements, or portions or phases thereof, including an economic development element.	163.3177(7)(a)-(l) [Deleted]		Procedural	
70	**See prior table entries for description of deleted provisions.**	163.3177(8)-(14) [Deleted]		Repealed	

71	**See Chapter 2011-139, Laws of Florida.**	163.3177(15)(a) **Now: 163.3177(7)(a)**			
72	Modifies provisions for processing plan amendments for land located within a rural agricultural industrial center to presume that these amendments are not urban sprawl as defined in s. 163.3164 and shall be considered within 90 days after any review required by the state land planning agency if required by s. 163.3184.	163.3177(7)(c)2		Procedural	
73	Deletes requirements for public schools interlocal agreements with respect to submittal of the agreements to the state land planning agency based on an established schedule and other requirements involving the state land planning agency related to waivers and exemptions.	163.31777(1) (b)-(d) and (2)		Procedural	
74	Deletes requirements related to the submittal of comments from the Office of Educational Facilities on the interlocal agreement, challenges to the state land planning agency notice of intent and other review process requirements.	163.31777(3)(a)-(c) and (4)-(7) [Deleted]		Procedural	
75	Deletes parks and recreation, schools and transportation from the list of public facilities and services subject to the concurrency requirement on a statewide basis.	163.3180(1)		Optional	
76	Modifies concurrency requirements to include portions of repealed Rule 9J-5.0055, F.A.C., which relate to achieving and maintaining adopted levels of service for a 5-year period, and providing for rescission of any optional concurrency provisions by plan amendment, which is not subject to state review.	163.3180 (1)(a) and (b) [New]		Procedural	
77	Deletes requirement that professionally accepted techniques be used for measuring levels of service for automobiles, bicycles, pedestrians, transit and trucks.	163.3180(1)(b) [Deleted]		Procedural	
78	Deletes requirement that parks and recreation facilities to serve new development are in place or under actual construction no later than one year after issuance of a certificate of occupancy or its functional equivalent.	163.3180(2)(b) and (c) [Deleted]		Procedural	
79	Deletes provisions addressing governmental entities and establishment of binding level of service standards with respect to limiting the authority of any agency to recommend or make objections, recommendations, comments or determinations during reviews conducted under s .163.3184	163.3180(3)		Procedural	
80	Deletes concurrency provisions specifically related to public transit facilities and urban infill and redevelopment areas.	163.3180(4)(b) and (c) [Deleted]		Procedural	

81	Establishes concurrency provisions for transportation facilities, which include portions of repealed Rule 9J-5.0055, F.A.C. Sets forth requirements with respect to adopted level of service standards, including use of professionally accepted studies to evaluate levels of service, achieving and maintaining adopted levels of service standards, and including the projects needed to accomplish this in 5-year schedule of capital improvements. Requires coordination with adjacent local governments and setting forth the method to be used in calculating proportionate-share contribution. Defines the term "transportation deficiency."	163.3180(5)(a)-(h) [New]		Procedural	
82	See prior table entries for description of deleted provisions.	163.3180(6)-(13) [Deleted]			
83	Sets forth concurrency provisions for public education, setting forth provisions for those local governments that apply concurrency to public education. If a county and one or more municipalities that represent at least 80 percent of the total countywide population have adopted school concurrency, the failure of one or more municipalities to adopt the concurrency and enter into the interlocal agreement does not preclude implementation of school concurrency within jurisdictions of the school district that have opted to implement concurrency.	163.3180(6)(a) [New]		Procedural	
84	Modifies school concurrency provisions to clarify that adoption and application of school concurrency is optional.	163.3180(6)(f)1 and 2		Procedural	
85	Modifies school concurrency provisions to remove requirement for financial feasibility and to require that facilities necessary to meet adopted levels of service during a 5-year period are identified and consistent with the school board's educational facilities plan.	163.3180(d) **Now: 163.3180(g)**		Procedural	
86	Modifies school concurrency provisions to allow a landowner to proceed with development of a specific parcel of land notwithstanding a failure of the development to satisfy school concurrency if certain factors are shown to exist, including adequate facilities are provided for in the capital improvements element and school board's educational facilities plan, demonstration that facilities needs can be reasonably provided, and the local government and school board have provided a means by which proportionate share is assessed.	163.3180(h)1.a, b and c [New]		Procedural	
87	**See prior table entries for description of deleted provisions.**	163.3180(14)-(17) [Deleted]			
88	Changes "transportation concurrency backlogs" to "transportation deficiencies" and makes related clarifications.	163.3182 [Revised]		Procedural	

89	Changes "creation of transportation concurrency backlog authorities" to "creation of transportation development authorities" and makes related clarifications.	163.3182(2) [Revised]		Procedural	
90	Changes "powers of a transportation concurrency backlog authority" to "powers of a transportation development authority" and makes related clarifications.	163.3182(4) [Revised]		Procedural	
91	Modifies the definition of "in compliance" to include a reference to s. 163.3248 and delete the reference to now repealed chapter 9J-5, F.A.C.	163.3184(1)(b) [Revised]		Procedural	
92	Provides a list of the "reviewing agencies."	163.3184(1)(c) [New]		Procedural	
93	Sets forth the "expedited" and "coordinated" review processes.	163.3184(2) [New]		Procedural	
94	Sets forth requirements for adopting and processing plan amendments according to the "expedited" and "coordinated" review processes, the scope of the comments to be provided by review agencies, responsibilities of the state land planning agency with respect to its various levels of review and coordination with other state agencies and public hearings.	163.3184(3) and (4) [New]		Procedural	
95	Sets forth requirements for administrative challenges to plans and plan amendments, compliance agreements and mediation and expeditious resolution.	163.3184(5)-(7) [New]		Procedural	
96	Modifies provisions to enable the administration commission to specify sanctions to which the local government will be subject if it elects to make a plan amendment effective notwithstanding a determination of noncompliance.	163.3184(11) **Now: 163.3184(8)**		Procedural	
97	Modifies provisions for public hearings to state there is no prohibition or limitation on the authority of local governments to require a person requesting an amendment to pay some or all of the cost of the public notice.	163.3184(15) **Now: 163.3184(11)**		Procedural	
98	Establishes provisions for concurrent zoning, requiring a local government, at the request of an applicant, to consider an application for zoning changes that would be required to properly enact any proposed plan amendment and making the approved zoning changes contingent upon the comprehensive plan or amendment becoming effective.	163.3184(12) [New]		Procedural	
99	Revises provisions to require that no proposed local government comprehensive plan or plan amendment that is applicable to a designated area of critical state concern shall be effective until a final order is issued finding the plan or amendment to be in compliance as defined in paragraph (1)(b).	163.3184(13) [New]		Procedural	

100	Modifies provisions to address the process for adoption of small-scale comprehensive plan amendments, deleting several exceptions. Plan amendments are no longer limited to two times per calendar year and text changes that relate directly to and are adopted simultaneously with small scale FLUM amendments are permissible.	163.3187(1) (a)-(f) **Now: 163.3187(1) (a)-(d)**		Procedural	
101	Modifies the public notice requirements for small scale plan amendments, addressing petitions, prohibiting the state land planning agency from intervening and requiring that consideration be given to the plan amendment as a whole and whether it furthers the intent of this part in all challenges.	163.3187 (1)2.a & b;3,4 and (e)-(q) **Now: 163.3187(2)-(5)**		Procedural	
102	See prior table entries for description of deleted provisions.	163.3189 **Now: Repealed**		Repealed	
103	Modifies provisions for evaluation and appraisal of comprehensive plan. Maintains the requirement for local government evaluation of plan to occur at least once every 7 years. The local government is required to determine if amendments are necessary to reflect changes in state requirements (only) since the last update and to notify the state land planning agency by letter as to its determination. If needed, these amendments are to be prepared and transmitted within 1 year of this determination for review pursuant to 163.3184 (i.e., State Coordinated Review). Local governments are encouraged to comprehensively evaluate and as necessary update plans to reflect changes in local conditions. If a local government fails to submit its notification letter to the state land planning agency or fails to update its plan to reflect changes in state requirements, then the local government is prohibited from amending its plan until it complies with these requirements. The state land planning agency may not adopt rules to implement this section, other than procedural rules or a schedule indicating when local governments must comply with these requirements.	163.3191 (1) - (14) **Now: 163.3191(1)-(5)**		Procedural	
104	Deletes the reference to s. 163.3187(1) and provisions regarding the frequency of adoption of plan amendments as they relate to adoption of a municipal overlay.	163.3217(2)		Procedural	
105	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."	163.3220(3)		Procedural	
106	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."	163.3221 (2) & (11)		Procedural	
107	Revises the duration of a development agreement from 20 years to 30 years, unless it is extended by mutual consent, and deletes reference to s. 163.3187 and s.163.3189 regarding compliance determination by state land planning agency.	163.3229		Procedural	

108	Modifies provisions for periodic review of a development agreement to delete requirements for annual review conducted during years 6 through 10, incorporation of the review into a written report and the state land planning agency adoption of rules regarding the contents of the report.	163.3235		Procedural	
109	Deletes requirements that a copy of the recorded development agreement be submitted to the state land planning agency within 14 days after the agreement is recorded and for the effectiveness of the agreement based on receipt by the state land planning agency.	163.3239		Procedural	
110	Changes "Optional Sector Plans" to "Sector Plans" and clarifies the intent to promote and encourage long-term planning for conservation, development and agriculture on a landscape scale and protection of regionally significant resources, including regionally significant water courses and wildlife corridors. Revises the amount of geographic area intended for sector plans from at least 5,000 acres to at least 15,000 acres and protection of public facilities.	163.3245(1)		Procedural	
111	Deletes provisions for the state land planning agency entering into an agreement to authorize preparation of an optional sector plan, and consideration of the state comprehensive and strategic regional policy plans, and clarifies the process for scoping meetings and joint planning agreements.	163.3245(2)		Procedural	
112	Modifies the provisions for two levels of sector planning, clarifying the requirements for the long term master plan and detailed specific area plan. These plans may be based upon a planning period longer than timeframe on which the local comprehensive plan is based and are not required to demonstrate need. The state land planning agency is required to consult with certain other agencies as part of its review of the plans.	163.3245(3)		Procedural	
113	Requires consistency with any long-range transportation plan and regional water supply plans, including consideration of water supply availability and consumptive use permitting.	163.3245(4) [New]		Transportation Element policies 1.2.3 and 1.3.1	
114	Requires the detailed specific area plan to establish a buildout date until which the approved development is not subject to downzoning, unit density reduction or intensity reduction, with certain exceptions.	163.3245(5)(d) [New]		Procedural	
115	Establishes provisions for master development approval, pursuant to s. 380.06(21), for the entire planning area in order to establish a buildout date and describes the level of detail appropriate for review of the application.	163.3245(6) [New]		Procedural	

116	Establishes provisions for a developer within an area subject to a long-term master plan or detailed specific area plan to enter into a development agreement.	163.3245(7) [New]		Procedural	
117	Establishes provisions for landowner withdrawal of consent to the master plan relative to proposed and adopted amendments.	163.3245(8) [New]		Procedural	
118	Allows the right to continue, after adoption of a long-term master plan or a detailed specific area plan, existing agricultural or silvicultural uses or other natural resource-based operations or establishment of similar new uses that are consistent with plans approved pursuant to this section.	163.3245(9) [New]		Procedural	
119	Allows the state land planning agency to enter into an agreement with a local government that on or before July 1, 2011 adopted a large-area comprehensive plan amendment consisting of at least 15,000 acres based on certain requirements.	163.3245(10) [New]		Procedural	
120	Addresses a detailed specific area plan to implement a conceptual long-term buildout overlay found in compliance before July 1, 2011.	163.3245(11) [New]		Procedural	
121	Provides for a landowner or developer that has received approval of a master DRI development order to implement this order by filing application(s) to approve the detailed specific area plan.	163.3245(12) [New]		Procedural	
122	Modifies provisions in the local government comprehensive planning certification program to allow small scale development amendments to follow the process in s. 163.3187.	163.3246(9)(a)		Procedural	
123	Deletes provisions in the local government comprehensive planning certification program that address the failure to adopt a timely evaluation and appraisal report and failure to adopt an evaluation and appraisal report found to be sufficient.	163.3246(12)		Procedural	
124	Deletes the requirement that the Office of Program Policy Analysis and Government Accountability prepare a report evaluating the certification program.	163.3246(14) [Deleted]		Procedural	
125	See prior table entries for description of repealed provisions.	163.32465 **Now: Repealed**			
126	Establishes provisions for Rural Land Stewardship Areas, which were provided for as part of the innovative and flexible planning and development strategies in now repealed s. 163.3177(11).	163.3248 [New]	x		
127	Sets forth the intent of Rural Land Stewardship Areas	163.3248(1) [New]	x		
128	Establishes a process upon which local governments may adopt a future land use overlay, which may not require a demonstration of need based on population projections or any other factors.	163.3248(2) [New]		Procedural	
129	Sets forth six broad principles of rural sustainability that rural land stewardship areas are to further.	163.3248(3) [New]	x		

130	Provides for agency assistance and participation to local governments or property owners in development of a plan for rural land stewardship area.	163.3248(4) [New]	x		
131	Requires that a rural land stewardship area not be less than 10,000 acres, is located outside of municipalities and established urban service areas and is designated by plan amendment by each local government with jurisdiction.	163.3248(5) [New]	x		
132	Requires the plan amendment(s) designating a rural land stewardship area to be reviewed pursuant to s. 163.3184 and to meet certain requirements involving criteria for designating receiving areas, the application of innovative planning and development strategies, a process for implementing these strategies and a mix of densities and intensities that would not be characterized as urban sprawl.	163.3248(5)(a)-(d) [New]	x		
133	Requires a receiving area to be designated only pursuant to procedures established in the local government's land development regulations. If approval of the designation by a county board of county commissioners is required, it is to be made by resolution with a simple majority vote. A listed species survey must be performed and coordinated with appropriate agencies if listed species occur on the receiving area development site. Protective measures must be based on the rural land stewardship area as a whole.	163.3248(6) [New]	x		
134	Sets forth requirements for establishing a rural land stewardship overlay zoning district and methodology for the creation, conveyance, and use of transferrable rural land use/stewardship credits.	163.3248(7) [New]	x		
135	Sets forth limitations for creating, assigning and transferring stewardship credits based on underlying permitted uses, densities and intensities, and considerations for assigning credits based on the value and location of land and environmental resources.	163.3248(8)(a)-(k) [New]	x		
136	Provides for incentives to owners of land within rural land stewardship sending areas, in addition to use or conveyance of credits, to enter into rural land stewardship agreements.	163.3248(9)(a)-(e) [New]	x		
137	Expresses the intent of the section as an overlay of land use options that provide economic and regulatory incentives for landowners outside of established and planned urban service areas.	163.3248(10) [New]	x		
138	Expresses the intent of the Legislature that the rural land stewardship area in Collier County be recognized as a statutory rural land stewardship area and be afforded the incentives in this section.	163.3248(11) [New]	x		
139	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."	163.360(2)(a)		Procedural	

140	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."	163.516(3)(a)		Procedural	
141	See Chapter 2011-139, Laws of Florida.	163.3177(15)(a) **Now: 163.3177(7)(a)**			
142	Rewords the definition of farm	163.3162(2)(a)	x		
143	Rewords the definition of farm operation	163.3162(2)(b)	x		
144	Adds a definition of government entity	163.3162(2)(d)		Procedural	
145	Changes county to government entity	163.3162(3)(b)		Procedural	
146	Changes county to government entity	163.3162(3)(c)		Procedural	
147	Changes county to government entity	163.3162(3)(c)3		Procedural	
148	Changes county to government entity	163.3162(3)(c)3.(i)		Procedural	
149	Adds provisions related to agricultural enclaves	163.3162 Note	x		
150	Provides that any local government charter provision that was in effect as of June 1 2011 for an initiative or referendum process for development orders or comprehensive plan amendments may be retained and implemented	163.3167(8)		Procedural	
151	Changes the "preparation of the periodic reports" to "the periodic evaluation and appraisal of the comprehensive plan".	163.3174(4)(b)		June xx, 2018 evaluation letter	
152	Adds "advisory" to define the commanding officer's comments on the impacts of proposed changes to military bases	163.3175(5)	x		
153	Deletes the provision that the Coastal Resources Interagency Management Committee shall identify incentives to encourage local governments to adopt siting plans and uniform criteria and standards...to implement state goals related to marina siting	163.3178(6)		Procedural	
154	Adds language stating that an amendment that rescinds concurrency shall be processed under the state expedited state review process and is not required to be transmitted to the reviewing agencies for comments...	163.3180(1)(a)		Procedural	
155	Provides general rewording. Adds language to clarify that the choice of one or more municipality to not adopt school concurrency does not preclude implementation within other jurisdictions	163.3180(6)(a)		Procedural	
156	Moved to 163.31777(3)	163.3180(6)(i)		Procedural	
157	Adds developments that are proposed under s. 380.06(24)(x) to the list of amendments that must follow the state coordinated review process	163.3184(2)(c)		Procedural	
158	Added the word "working" to clarify the number of days a local government has to transmit an amendment	163.3184(3)(b)1		Procedural	
159	Changes the time limit for the reviewing agencies transmittal to 30 days "after" instead of "from" the date the amendment was received	163.3184(3)(b)2.		Procedural	

160	Added the word "working" to clarify the number of days a local government has to transmit an amendment	163.3184(3)(c)2.		Procedural	
161	Changes the time limit a local government has to transmit an amendment from "immediately following" the first public hearing to "within 10 working days after" the first public hearing	163.3184(4)(b)		Procedural	
162	Added the word "working" to clarify the number of days a local government has to transmit an amendment	163.3184(4)(e)2.		Procedural	
163	Corrects the citation related to plan amendment package completeness from 3(c)3. To (4)(e)3.	163.3184(5)(b)		Procedural	
164	Changes the time limit by which the Administration Commission must enter into a final order from 45 days after receipt of the planning agency	163.3175(5)		Procedural	
165	Removes the word "county" from "board of commissioners"	163.3248(6)		Procedural	

2013 [Chapters 2013-15, 2013-78, 2013-115, 2013-213, 2013-224 and 2013-239, Laws of Florida]					
	Changes to Statutes	**Citations**	**N/A**	**Addresses (Where/How)**	**Amendments Needed**
1	Re-numbers section 163.3162(3)(b)-(j) as 163.3162(3)(c)-(k) in order to accommodate new section 163.3162(3)(b) – see item 4 below.	163.2136(3)(c)-(k) [re-numbered]		Procedural	
2	Amends the definition of "governmental entity" in the provisions for agricultural lands and practices, clarifying that in addition to not including a water control district established under chapter 298 or a special district created by special act for water management purposes, the term does not include a water management district.	163.3162(2)(d)		Procedural	
3	Replaces "county" with "governmental entity."	163.3162(3)(a)		Procedural	
4	Prohibits a governmental entity from charging a fee on a specific agricultural activity of a bona fide farm operation on land classified as agricultural land pursuant to s. 193.461, if such agricultural activity is regulated through implemented best management practices, interim measures, or regulations adopted as rules under chapter 120 by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district as part of a statewide or regional program; or if such agricultural activity is expressly regulated by the United States Department of Agriculture, the United States Army Corps of Engineers, or the United States Environmental Protection Agency.	163.3162(3)(b) [New]		Procedural	

5	Clarifies the provisions for growth management that an initiative or referendum process in regard to any development order is prohibited. Removes language that allowed an initiative or referendum process by a local government charter in effect as of June 1, 2011 to be retained and implemented.			Procedural	
6	Clarifies that an initiative or referendum process in regard to any local comprehensive plan amendment or map amendment is prohibited, except for those amendments that affect more than five parcels of land if it is expressly authorized by specific language in a local government charter that was lawful and in effect on June 1, 2011. A general local government charter provision for an initiative or referendum process is not sufficient.	163.3167(8)(b) [New]		Procedural	
7	States the intent of the Legislature is to prohibit any initiative and referendum in regard to any development order, and prohibit any initiative and referendum in regard to any local comprehensive plan or map amendment except as specifically and narrowly permitted in paragraph (b). States these prohibitions are remedial in nature and apply retroactively to any initiative or referendum process commenced after June 1, 2011, clarifying that any such initiative or referendum process that has been commenced or completed thereafter is null and void and of no legal force and effect.	163.3167(8)(c) [New]		Procedural	
8	Revises and adds requirements for local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified.	163.3180(5)(h)1 [New]		Procedural	
9	Adds "development agreement" in the listed land use development permits for which an applicant may satisfy transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system and s. 380.06 when applicable, if conditions in subsequent sections are met.	163.3180(5) (h)1.c [New]		Procedural	
10	Adds language allowing a local government to accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose.	163.3180(5) (h)1.c.II [New]		Procedural	
11	Modifies language to require local governments that continue to implement a transportation concurrency system to "provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.	163.3180(5) (h)1.d [New]		Capital Improvement Element, policy 1.5.3.	

12	Clarifies that a local government is not required to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.	163.3180(5)(h)3 [New]		Procedural	
13	Sets forth new provisions for any local government that elects to repeal transportation concurrency. Encourages adoption of alternative mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Clarifies that any alternative mobility funding system adopted may not be used to deny, time or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. States that the revenue from the funding mechanism used in the alternative system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. Requires a mobility fee-based funding system to comply with the dual rational nexus test applicable to impact fees. An alternative system that is not mobility fee-based shall not be applied in a manner that imposes upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).	163.3180(5)(i) [New]		Procedural	
14	Changes numerous references in the provisions for the local government comprehensive planning certification program from "department" to "state land planning agency."	163.3246(1),(4)-(7), (9)(a), (12) and (13)		Procedural	
15	Creates short title for ss. 163.325-163.3253 as the "Manufacturing Competitiveness Act."	163.325 [New]		Procedural	

16	Creates six definitions as used in the provisions for manufacturing development in ss. 163.3251-163.3253: 1. "Department" means Department of Economic Opportunity; 2. "Local government development approval" means a local land development permit, order, or other approval issued by a local government, or a modification of such permit, order, or approval, which is required for a manufacturer to physically locate or expand and includes, but is not limited to, the review and approval of a master development plan required under s. 163.3252(2)(c). 3. "Local manufacturing development program" means a program enacted by a local government for approval of master development plans under s. 163.3252. 4. "Manufacturer" means a business that is classified in Sectors 31-33 of the National American Industry Classification System (NAICS) and is located, or intends to locate, within the geographic boundaries of an area designated by a local government as provided under s. 163.3252. 5. "Participating agency" means: (a) The Department of Environmental Protection, (b) The Department of Transportation, (c) The Fish and Wildlife Conservation Commission, when acting pursuant to statutory authority granted by the Legislature and (d) Water management districts. 6. "State development approval" means a state or regional permit or other approval issued by a participating agency, or a modification of such permit or approval, which must be obtained before the development or expansion of a manufacturer's site, and includes, but is not limited to, those specified in s.163.3253(1).	163.3251(1)–(6) [New]		Procedural	
17	Setting forth provisions for a local manufacturing development program and master development approval for manufacturers, allows a local government to adopt an ordinance establishing a local manufacturing development program through which the local government may grant master development approval for the development or expansion of sites that are, or are proposed to be, operated by manufacturers at specified locations within the local government's geographic boundaries.	163.3252 [New]		Procedural	

18	Requires a local government that elects to establish a local manufacturing development program to submit a copy of the ordinance establishing the program to DEO within 20 days after the ordinance is enacted. A local government ordinance adopted before the effective date of this act establishes a local manufacturing development program if it satisfies the minimum criteria established in subsection (3) and if the local government submits a copy of the ordinance to DEO on or before September 1, 2013.	163.3252(1)(a) and (b) [New]		Procedural	
19	Requires DEO to develop by December 1, 2013 a model ordinance to guide local governments that intend to establish a local manufacturing development program. Requires the model ordinance, which need not be adopted by a local government to include the elements set forth in ss. 163.3252(2)(a)-(k).	163.3252(2) [New]		Procedural	
20	Requires the model ordinance to include procedures for a manufacturer to apply for a master development plan and procedures for a local government to review and approve a master development plan.	163.3252(2)(a) [New]		Procedure	
21	Requires the model ordinance to identify those areas within the local government's jurisdiction which are subject to the program.	163.3252(2)(b) [New]		Procedural	
22	Requires the model ordinance to include the minimum elements for a master development plan, including but not limited to: 1. A site map, 2. A list proposing the site's land uses, 3. The maximum square footage, floor area ratio, and building heights for future development on the site, specifying with particularity those features and facilities for which the local government will require the establishment of maximum dimensions and 4. Development conditions.	163.3252(2)(c)1-4 [New]		Procedural	
23	Requires the model ordinance to include a list of development impacts, if applicable to the proposed site, which the local government will require to be addressed in a master development plan, including but not limited to: 1.Drainage, 2.Wastewater, 3.Potable water, 4. Solid waste, 5. Onsite and offsite natural resources, 6. Preservation of historic and archeological resources, 7. Offsite infrastructure, 8. Public services, 9. Compatibility with adjacent offsite land uses, 10. Vehicular and pedestrian entrance to and exit from the site and 11. Offsite transportation impacts.	163.3252(2)(d)1-11 [New]		Procedural	
24	Requires the model ordinance to include a provision vesting any existing development rights authorized by the local government before the approval of a master development plan, if requested by the manufacturer.	163.3252(2)(e) [New]		Procedural	

25	Requires the model ordinance to include whether an expiration date is required for a master development plan and, if required, a provision stating that the expiration date may not be earlier than 10 years after the plan's adoption.	163.3252(2)(f) [New]		Procedural	
26	Requires the model ordinance to include a provision limiting the circumstances that require an amendment to an approved master development plan to: 1. Enactment of state law or local ordinance addressing an immediate and direct threat to the public safety that requires an amendment to the master development order and 2. Any revision to the master development plan initiated by the manufacturer.	163.3252(2)(g)1 and 2 [New]		Procedural	
27	Requires the model ordinance to include a provision stating the scope of review for any amendment to a master development plan is limited to the amendment and does not subject any other provision of the approved master development plan to further review.	163.3252(2)(h) [New]		Procedural	
28	Requires the model ordinance to include a provision stating that, during the term of a master development plan, the local government may not require additional local development approvals for those development impacts listed in paragraph (d) that are addressed in the master development plan, other than approval of a building permit to ensure compliance with the state building code and any other applicable state-mandated life and safety code.	163.3252(2)(i) [New]		Procedural	
29	Requires the model ordinance to include a provision stating that, before commencing construction or site development work, the manufacturer must submit a certification, signed by a licensed architect, engineer, or landscape architect, attesting that such work complies with the master development plan.	163.3252(2)(j) [New]		Procedural	
30	Requires the model ordinance to include a provision establishing the form that will be used by the local government to certify that a manufacturer is eligible to participate in the local manufacturing development program adopted by that jurisdiction.	163.3252(2)(k) [New]		Procedural	
31	Requires a local manufacturing development program ordinance to as a minimum be consistent with subsection (2) and establish procedures for (a) Reviewing an application from a manufacturer for approval of a master development plan, (b) Approving a master development plan, which may include conditions that address development impacts anticipated during the life of the development, (c) Developing the site in a manner consistent with the master development plan without requiring additional local development approvals other than building permits and (d) Certifying that a manufacturer is eligible to participate in the local manufacturing development program.	163.3252(3)(a)-(d) [New]		Procedural	

32	Prohibits a local government that establishes a local manufacturing development program from abolishing the program until it has been in effect for at least 24 months. Sets forth provisions for a local government's repealing its local manufacturing development program ordinance, stating that 1. Any application for a master development plan which is submitted to the local government before the effective date of the repeal is vested and remains subject to the local manufacturing development program ordinance in effect when the application was submitted; and 2.The manufacturer that submitted the application is entitled to participate in the manufacturing development coordinated approval process established in s. 163.3253.	163.3252(4)(a) and (b)1 and 2 [New]		Procedural	
33	Creates provisions for a coordinated manufacturing development approval process, requiring DEO to coordinate the manufacturing development approval process with participating agencies, as set forth in this section, for manufacturers that are developing or expanding in a local government that has a local manufacturing development program.	163.3253 [New]		Procedural	
34	Requires the approval process to include collaboration and coordination among, and simultaneous review by, the participating agencies of applications for: (a) Wetland or environmental resource permits, (b) Surface water management permits, (c) Stormwater permits, (d) Consumptive water use permits (e) Wastewater permits, (f) Air emission permits, (g) Permits relating to listed species, (h) Highway or roadway access permits and (i) Any other state development approval within the scope of a participating agency's authority.	163.3253(1)(a)-(i.) [New]		Procedural	
35	Requires a manufacturer to file its application for state development approval with DEO and each participating agency with proof that its development or expansion is located in a local government that has a local manufacturing development program. If a local government repeals its local manufacturing development program ordinance, a manufacturer developing or expanding in that jurisdiction remains entitled to participate in the process if the manufacturer submitted its application for a local government development approval before the effective date of repeal.	163.3253(2)(a) and (b) [New]		Procedural	
36	Requires DEO to convene a meeting with one or more participating agencies if a manufacturer requests one at any time during the process and that the participating agencies attend. Allows DEO to participate as necessary to accomplish the purposes set forth in s. 20.60(4)(f), does not require the department to mediate between the participating agencies and the manufacturer.	163.3253(3)(a) [New]		Procedural	

37	Prohibits DEO from being a party to any proceeding initiated under ss. 120.569 and 120.57 that relates to approval or disapproval of an application for state development approval processed under this section.	163.3253(3)(b) [New]		Procedural	
38	Prohibits DEO's participation in a coordinated manufacturing development approval process under this section from having any effect on its approval or disapproval of any application for economic development incentives sought under s. 288.061 or another incentive requiring DEO approval.	163.3253(3)(c) [New]		Procedural	
39	Requires if a participating agency determines an application is incomplete that the participating agency notifies the applicant and DEO in writing of the additional information necessary to complete the application. Requires, unless the deadline is waived in writing by the manufacturer, a participating agency to provide a request for additional information to the manufacturer and DEO within 20 days after the date the application is filed with the participating agency.	163.3253(4)(a) [New]		Procedural	
40	If the participating agency does not request additional information within the 20-day period, the participating agency may not subsequently deny the application based on the manufacturer's failure to provide additional information.	163.3253(4)(b) [New]		Procedural	
41	Within 10 days after the manufacturer's response to the request for additional information, a participating agency may make a second request for additional information for the sole purpose of obtaining clarification of the manufacturer's response.	163.3253(4)(c) [New]		Procedural	
42	Requires, unless the deadline is waived in writing by the manufacturer, each participating agency to take final agency action on a state development approval within its authority within 60 days after a complete application is filed. The 60-day period is tolled by the initiation of a proceeding under ss. 120.569 and 120.57.	163.3253(5)(a) [New]		Procedural	
43	Requires a participating agency to notify DEO if the agency intends to deny a manufacturers application and, unless waived in writing by the manufacturer, the department shall timely convene an informal meeting to facilitate a resolution.	163.3253(5)(b) [New]		Procedural	

44	Unless waived in writing by the manufacturer, if a participating agency does not approve or deny an application within the 60-day period, within the time allowed by a federally delegated permitting program, or, if a proceeding is initiated under ss. 120.569 and 120.57, within 45 days after a recommended order is submitted to the agency and the parties, the state development approval within the authority of the participating agency is deemed approved. A manufacturer seeking to claim approval by default under this subsection shall notify, in writing, the clerks of both the participating agency and DEO of that intent. A manufacturer may not take action based upon the default approval until such notice is received by both agency clerks.	163.3253(5)(c) [New]		Procedural	
45	Allows the manufacturer at any time after a proceeding is initiated under ss. 120.569 and 120.57 to demand expeditious resolution by serving notice on an administrative law judge and all other parties to the proceeding. The administrative law judge is required to set the matter for final hearing no more than 30 days after receipt of such notice. After the final hearing is set, a continuance may not be granted without the written agreement of all parties.	163.3253(5)(d) [New]		Procedural	
46	Prohibits subsections (4) and (5) from applying to permit applications governed by federally delegated or approved permitting programs to the extent that subsections (4) and (5) impose timeframes or other requirements that are prohibited by or inconsistent with such federally delegated or approved permitting programs.	163.3253(6) [New]		Procedural	
47	Allows DEO to adopt rules to administer section 163.3253.	163.3253(7) [New]		Procedural	
48	Revises the definitions to replace a reference to s.165.031(5) in the definition of "public body" to s. 165.031(7)	163.340(2)		Procedural	
49	Repeals section 4 of chapter 2012-75, Laws of Florida, which had established an alternate method for certain landowners to apply to DEO for an agricultural enclave designation. The right to apply for ag enclave designation under the alternate method expired on January 1, 2013.	Note to 163.3162 (2012 version of statute)		Procedural	

2016 [Chapters 2016-10, section 13; 2016-148, sections 2-4, Laws of Florida]					
	Changes to Statutes	**Citations**	**N/A**	**Addressed (Where/How)**	**Amendments Needed**
1	Deletes this obsolete subsection which required local governments to transmit comprehensive plan updates or amendments to address compatibility of lands adjacent or closely proximate to existing military installations or lands adjacent to an airport to the state land planning agency by June 30, 2012.	163.3177(6)(a)11, Amendments to Future Land Use Element to Address Military Base Compatibility (Chapter 2016-10, section 13, Laws of Florida)	x		
2	Modifies this section to state that a representative of a military installation is not required to file a statement of financial interest pursuant to section 112.3145, F.S., solely due to his or her service on the local government's land planning or zoning board.	Section 163.3175(7), Financial Reporting for Ex Officio Military Representatives on Local Boards (Chapter 2016-148, section 2, Laws of Florida)	x		
3	- Amends section 163.3184(2)(c) to modify the language pursuant to changes in section 380.06, F.S., to require state coordinated review of plan amendments that approve DRI-sized proposed developments; no substantive change. - Adds subsection 163.3184(5)(e)3 to provide that when an administrative law judge issues an order recommending that a plan amendment be found in compliance, the recommended order becomes the final order 90 days after issuance unless the state land planning agency issues a final order finding the amendment in compliance, refers the recommended order to the Administration Commission, or all parties consent in writing to an extension of the 90 day period. - Amends section 163.3184(7)(d), for plan amendment challenges that are subject to mediation or expeditious resolution, to provide that when an administrative law judge issues a recommended order finding an amendment in compliance, except where the parties agree or there are exceptional circumstances, the state land planning agency must issue a final order within 45 days after issuance of a recommended order; and if the final order is not issued in 45 days, the recommended order finding the amendment in compliance becomes the final order.	Section 163.3184, Process for Adoption of Comprehensive Plans or Plan Amendments (Chapter 2016-148, section 3, Laws of Florida)		Procedural	

4	Modifies this section to reduce the minimum amount of total land area required for a sector plan from 15,000 acres to 5,000 acres.	Section 163.3245(1), Sector Plans (Chapter 2016-148, section 4, Laws of Florida)	x		

***

KEY BISCAYNE MASTER PLAN

Part II

Goals, Objectives, Policies
Capital Improvement Element Implementation Systems
Monitoring, Updating and Evaluation Procedures

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I. FUTURE LAND USE ELEMENT

GOAL 1 ACHIEVE THE FOLLOWING COMMUNITY CHARACTER:

***

Objective 1.1 Future Land Use Categories

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

Policy 1.1.1 9J-5.006 (3) (c) 7

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

Policy 1.1.2 9J-5.006 (3) (c) 7

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

Policy 1.1.3 9J-5.006 (3) (c) 1

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

***

Policy 1.1.4

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

***

Figure 1 (Continued)

For the Planning Period 1994-2004

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

Notes Pertaining to Future Land Use Map:

1. The area within designated boundary line is subject to an approved development of regional impact. Pursuant to Florida Statute 163.31678, the designations reflected on this Future Land Use Plan Map are not intended to limit or modify the right to complete development pursuant to the existing Development of Regional Impact Development Order, so long as the Development Order remains valid and effective and development proceeds forward in compliance with the Development Order.

2. The area within designated boundary line is subject to an approved development of regional impact. Pursuant to Florida Statute 163.31678, the designations reflected on this Future Land Use Plan Map are not intended to limit or modify the right to complete development pursuant to the existing Development of Regional Impact Development Order, so long as the Development Order remains valid and effective and development proceeds forward in compliance with the Development Order.

~~3.~~2. Crandon Boulevard is classified in the Traffic CirculationTransportation Element of the Master Plan as a four lane divided County Minor Arterial.

~~4.~~3. Harbor Drive between Crandon Boulevard and West Mashta Drive is classified in the Traffic CirculationTransportation Element of the Master Plan as a two lane Village Collector.

~~5.~~4. West Mashta Drive between Harbor Drive and Crandon Boulevard is classified in the Traffic CirculationTransportation Element of the Master Plan as a two lane Village Collector.

~~6.~~5. Notwithstanding the medium density residential land use category, the site at the southeast corner of Crandon and Seaview may be zoned to permit one story office use if the Village Council finds, based on substantial and competent facts, that such zoning will result in sufficient investment in the existing building or a new building to eliminate the blighting influence caused by the deteriorated condition of the existing building as of the enactment of this future land use map.

~~7.~~6. The recreation and open space element and the capital improvements element express the intent that pedestrian access rights be acquired, through purchase or donation, over at least the designated view corridor.

Objective 1.2 Commercial Redevelopment 9J-5.006 (3) (b) 2

9J-5.006 (3) (b) 3

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

Policy 1.2.1

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

***

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

Objective 2.1 Sanitary Sewer Facilities 9J-5.006 (3) (b) 1

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

Policy 2.1.1

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

Policy 2.1.2

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

Objective 2.2 Storm Sewer Infrastructure

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

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

Policy 2.2.1 9J-5.006 (3) (c) 4

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

Policy 2.2.2 9J-5.006 (3) (c) 4

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

Policy 2.2.3 9J-5.006 (3) (c) 3

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

***

Objective 2.3 Natural Resources 9J-5.006 (3) (b) 4

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

Policy 2.3.1 9J-5.006 (3) (c) 4

Based upon the capital cost implications of the Village of Key Biscayne Drainage Master Plan, the Village shall activate the stormwater utility assessment as a basis for bonding for the first phase of implementation no later than December 31, 1998. The Village shall update its Drainage Master Plan as

necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 of the Infrastructure Element.

Policy 2.3.2

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

Objective 2.4 Hurricane Evacuation 9J-5.006 (3) (b) 5

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

Policy 2.4.1

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

Policy 2.4.2

The Village Manager or designee shall annually assess the Village's existing and permitted population densities to determine if changes are significant enough to transmit such data to the Metro-Miami-Dade Office of Emergency Management to assist in their hurricane evacuation planning.

Objective 2.5 Drainage and Sewer System Land Needs 9J-5.006 (3) (b) 8

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, tThe Village shall enact and enforce review and, as appropriate, revise as necessary land development code provisions for sewer lift stations, stormwater lift stations and collection/infiltration mechanisms and other utility land requirements.

Policy 2.5.2

The Village shall not vacate any road rights-of-way without first obtaining an engineering opinion determining that the vacated right-of-way is not necessary to accommodate future storm and/or sanitary sewer facilities, all of which are expected to be needed in the future can be accommodated in such rights-of-way.

Objective 2.6 Historic Preservation

No later than 19992025, prepare list of potentially significant historic structures and a strategy for their preservation including all properties eligible for designation on the National Register of Historic Places.

Policy 2.6.1 9J-5.006 (3) (c) 8

Based upon historical accounts of early development in the Village, the Council shall, no later than 2025, designate identify those structures properties that are at least 50 years old that due to age, architecture and function are candidates for historic designation and protection. Based upon the inventory of properties, the Village will also consider which buildings, if any, may be eligible for designation on the National Register of Historic Places. A strategy for the preservation of some or all of these structures shall be drafted.

Objective 2.7 Biscayne Bay Preservation 9J-5.006 (3) (b) 6

Assist Metro-Miami-Dade County's efforts to preserve and enhance the State-designated Biscayne Bay Aquatic Preserve.

Policy 2.7.1

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

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

- 9J5.006(3)(b)7 urban sprawl
- 9J5.006(3)(c)6 wellfields
- All archaeological and standing structure sites identified in the Florida site file as being located on Key Biscayne are NOT in the Village of Key Biscayne, but rather in the unincorporated portions of Dade County located on the Island of Key Biscayne. The structures are: 1) the North Base Marker at the Key Biscayne Golf Course and 2) the Cape Florida Lighthouse in Bill Baggs Park at the tip of the

Island of Key Biscayne. The sites are: 1) the Bear Cut Preserve, 2) Cape Florida, 3) Fort Bankhead and 4) the Light keeper's house foundation. The Florida Department of State, Division of Historical Resources has indicated that there is an archaeological site on Ridgewood Road in incorporated Key Bicayne. The DHR map on which this site is identified is stamped "Confidential: DO NOT DISTRIBUTE OF PUBLISH." Such a map is not suitable grounds for public policy decisions.

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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.

Objective 2.8 Water Supply

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

Policy 2.8.1

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

GOAL 3 IMPLEMENT GREENHOUSE GAS REDUCTION

Objective 3.1 ReductionReduce energy use and greenhouse gas production

The Village shall consider changes to the future land use plan based upon energy efficient land use patterns, while providing for existing and future energy electric power generation and transmission systems.

Policy 3.1.1

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

Policy 3.1.2

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

Policy 3.1.3

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

Policy 3.1.4

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

Policy 3.1.5

The Village shall continue to allow home based businesses to the extent that

impacts are compatible with the residential community.

Policy 3.1.6

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

Policy 3.1.7

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

Policy 3.1.8

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

Objective 3.2 Implement greenhouse gas reduction strategies

The Village shall provide for policies within the land development regulations and Master Plan which are designed to reduce energy use and the creation of greenhouse gases.

Policy 3.2.1

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

Policy 3.2.2

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

Policy 3.2.3

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

Policy 3.2.4

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

Policy 3.2.5

By December 20125, the Village shall consider amending the land development regulations to adopt specific standards and strategies that address greenhouse gas emissions, energy efficient housing, and overall energy conservation as per Objective 3.1 and 3.2.

II. TRAFFIC CIRCULATIONTRANSPORTATION ELEMENT

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.**

Objective 1.1 **Motorized Transportation System** 9J-5.007 (3) (b) 1

Maintain the designated level of service but with enhanced pedestrian safety and amenities.

Policy 1.1.1 9J-5.007(3)(c)1

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

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

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

Policy 1.1.2 9J-5.007 (3) (c) 3

By the date required by state statute or sooner, tThe Village shall enact and enforce review and, as appropriate, revise as necessary land development code standards and a review process to control roadway access points, on-site traffic flow and on-site parking. The land development code will requires the use of joint access drives for adjacent uses. It will also sets minimum design standards for:

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

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

Policy 1.1.3 9J-5.007 (3) (b) and (c)

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

Objective 1.2 Land Use Plan Implications 9J-5.007 (3) (b) 2

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

Policy 1.2.1

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

Policy 1.2.2

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

Policy 1.2.3

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

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

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

Policy 1.3.1

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

Policy 1.3.2

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

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

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

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

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

Policy 1.4.2

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

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

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

Objective 1.5 Bikeways and Pedestrian Ways

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

Policy 1.5.1 9J-5.007 (3) (c) 5

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

- Harbor Drive

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

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

Policy 1.5.2 9J-5.007 (3) (c)5

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

Objective 1.6 Reduction of Greenhouse Gases

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

Policy 1.6.1

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

Policy 1.6.2

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

Policy 1.6.3

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

III. HOUSING ELEMENT

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

Objective 1.1 **New Construction** 9J-5.010 (3) (b) 1

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

Policy 1.1.1

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

Policy 1.1.21 9J-5.010 (3) (c) 2

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

Objective 1.2 **Group Homes** 9J-5.010 (3) (b) 4

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

Policy 1.2.1 9J-5.010 (3) (c) 6

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

Objective 1.3 **Conservation, Rehabilitation, Demolition, Substandard Housing Structural and Aesthetic Improvement of Housing** 9J-5.010 (3) (b) 5

Maintain a structurally sound housing stock by rehabilitating or demolishing housing units that may deteriorate to a substandard condition in the future. Achievement of this objective shall be measured by the existence of no substandard housing units.

Policy 1.3.1 9J-5.010 (3) (c) 3 and 4

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

Policy 1.3.2 9J-5.010 (3) (c) 3

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

Objective 1.4 Housing Coordination and Implementation 9J-5.010 (3) (b) 7

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

Policy 1.4.1 9J-5.010 (3) (c) 1

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

Policy 1.4.2 9J-5.010 (3) (c) 7

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

Policy 1.4.3

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

Policy 1.4.4

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

Policy 1.4.5

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

Objective 1.5 Historically Significant Housing

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

Policy 1.5.1 9J-5.010 (3) (c) 3

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

Objective 1.6 Development of Affordable Housing in Nearby Communities

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

Policy 1.6.1 9J-5.010 (3) (b) 3

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

Policy 1.6.2

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

Policy 1.6.3

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

Policy 1.6.4

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

Policy 1.6.5

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

programs.

Objective 1.7 Structural and Aesthetic Improvement of Existing Housing

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

Policy 1.7.1

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

Policy 1.7.2

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

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

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

Objective 1.8 Coordination with Future Land Use Element

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

Policy 1.8.1

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

Objective 1.9 Greenhouse Gas Reduction

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

Policy 1.9.1

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

Village shall not prohibit the appropriate placement of photovoltaic panels. The Village shall develop and adopt review criteria to establish the standards for the appropriate placement of photovoltaic panels.

Policy 1.9.2

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

Policy 1.9.3

The Village shall encourage the placement of landscape materials to reduce energy consumption.

IV. INFRASTRUCTURE ELEMENT

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

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

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

Policy 1.1.1 9J-5.011 (2) (c) 1

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

Policy 1.1.2 9J-5.011 (2) (c) 1

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

Policy 1.1.3 9J-5.011 (2) (c) 1

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

Objective 1.2 Current Deficiencies and Future Needs; Sewage 9J-5.011 (2) (b) 2

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

Policy 1.2.1 9J-5.011(2)(c)1

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

Policy 1.2.2 9J-5.011(2)(c)1

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

Objective 1.3 Future Needs; Solid Waste 9J-5.011(2)(b)3

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

Policy 1.3.1 9J-5.011(2)(c)1

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

Policy 1.3.2 9J-5.011(2)(c)1

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

Objective 1.4 Level of Service

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

Policy 1.4.1 9J-5.011 (2) (c) 2a

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

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

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

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

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

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

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

Policy 1.4.5 9J-5.011 (2) (c) 2b

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

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

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

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

By the date required by state statute or sooner, the Village shall enact and enforce land development code and other regulations that include: 1) water conservation-based irrigation requirements; 2) water conservation-based plant species requirements derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of ultra-low volume water saving devices for substantial rehabilitation and new construction; and 5) other water conservation measures, as feasible.

Policy 1.5.2 9J-5.011 (2) (c) 3

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

Policy 1.5.3

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

Policy 1.5.4 9J-5.011 (2) (c) 3

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

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

• Objective 9J-5.011 (2) (b) 3	urban sprawl
• Objective 9J-5.011 (2) (b) 5	groundwater recharge/natural drainage features; includes Policy 9J-5.011 (2) (c) 4

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

Policy 1.5.5

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

Policy 1.5.6

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

Policy 1.5.7

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

Policy 1.5.8

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

Policy 1.5.9

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

Policy 1.5.10

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

V. CONSERVATION AND COASTAL MANAGEMENT ELEMENT

Conservation Element and Coastal Management Element goals, objectives and policies are combined because they are complimentary.

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

Objective 1.1 Air Quality 9J-5.013 (2) (b) 1

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

Policy 1.1.1

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

Policy 1.1.2 9J-5.013 (2) (b) 1

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

Objective 1.2 Water Pollution 9J-5.012 (3) (b) 2 and 9J-5.013 (2) (b) 2

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

Policy 1.2.1 9J-5.012 (3) (c) 1 and 2, and 9J-5.013 (2) (c) 1 and 6

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

Policy 1.2.2 9J-5.012 (3) (c) 1 and 2, and 9J-5.013 (2) (c) 1 and 6

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions that require one inch of on-site drainage detention, post development runoff equal to or less than pre development runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales, drainage level-of-service standards, ocean beach dune protection and vegetation, and other environmentally sensitive land protection measures. These requirements shall be designed to help ensure full

compliance with the specific standards set forth in Objective 1.2 above. Such provisions shall be consistent with this plan and with the applicable Florida statutory and administrative code requirements, standards promulgated by the South Florida Water Management District and the Department of Environmental Protection.

Policy 1.2.3 9J-5.013 (2) (c) 10

The Village shall refer any development permit applications for uses involving the storage of hazardous waste to MetroMiami-Dade County.

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

Achieve 0 net loss of mangroves.

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

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

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

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

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

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

Policy 1.4.1 9J-5.012 (3) (c) 1
9J-5.013 (2) (c) 5 and 6

The Village police shall maintain communications with County and State marine police in order to report any violations of the boat speed limits in the adjacent waters which are a manatee protection area. The Dade CountyFlorida Fish and Wildlife Conservation Commission manatee telephoneWildlife Alert hHotline shall also be publicized by Village officials.

Policy 1.4.2 9J-5.012 (3) (c) 1

9J-5.013 (2) (c) 5 and 6

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

Objective 1.5 Floodplains

For residential uses, achieve construction of all new building first floors at or above FEMA specified flood elevations. For non-residential uses, achieve construction of all new building first floors at or above FEMA specified flood elevations or in accordance with FEMA approved waterproof specifications.

Policy 1.5.1 9J-5.012 (3) (c) 3 and 9J-5.013 (2) (c) 6

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

Policy 1.5.2

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

Objective 1.6 Emergency Water Conservation

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

Policy 1.6.1 9J-5.013 (2) (c) 4

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

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Objective 1.8 Water Supply

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

Policy 1.8.1

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

Policy 1.8.2

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

Policy 1.8.3

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

Policy 1.8.4

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

Policy 1.8.5

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

Policy 1.8.6

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

Policy 1.8.7

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

Policy 1.8.8

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

Policy 1.8.9

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

Policy 1.8.10

The Village shall encourage the use of sub-metering for all multi-unit residential developments, including separate meters and monthly records kept of all major water-using functions such as cooling towers and individual buildings, in all new and redeveloped multifamily residential projects.

Policy 1.8.11

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

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

Objective 2.1 Water-Dependent and Water-Oriented Uses 9J-5.012 (3) (b) 3

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

Policy 2.1.1 9J-5.012 (3) (c) 8

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

Policy 2.1.2 9J-5.012 (3) (c) 8

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

***

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

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

Policy 2.2.1 9J-5.012 (3) (c) 1 and 3, and 9J-5.013 (2) (c) 6

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

Policy 2.2.2 9J-5.012 (3) (c) 2

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

Policy 2.2.3 9J-5.012 (3) (c) 2

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

Objective 2.3 **Beach Public Access** 9J-5.012 (3) (b) 9

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

Policy 2.3.1 9J-5.012 (3) (c) 9

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

Objective 2.4 **Historic Preservation** 9J-5.012 (3) (b) 10

No later than 19992015, prepare a list of potentially significant historic structures and a strategy for their preservation.

Policy 2.4.1 9J-5.012 (3) (c) 10

Based upon historical accounts of early development in the Village, by 2015 the Council Village shall designate identify those structures that due to age,

architecture and function are candidates eligible for historic designation and protection on the National Register of Historic Places. A strategy for the preservation of some or all of these structures shall be drafted.

Objective 2.5 Biscayne Bay Preservation

Assist the efforts of MetroMiami-Dade County, the Florida Department of Environmental Protection and the National Park Service to preserve and enhance the State-designated Biscayne Bay Aquatic Preserve. See Policy 2.5.1 for measurability.

Policy 2.5.1 9J-5.012 (3) (c) 13 and 14

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

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

Policy 2.5.2 9J-5.012 (3) (c) 14 and 15

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

GOAL 3 TO MINIMIZE HUMAN AND PROPERTY LOSS DUE TO HURRICANES

Objective 3.1 Coastal High-Hazard Area Land Use and Infrastructure 9J-5.012 (3) (b) 5 and 6

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

Policy 3.1.1 9J-5.012 (3) (c) 7

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

Policy 3.1.2 9J-5.012 (3) (c) 12

Objective 3.1 and Policy 3.1.1 above shall not be implemented in such a way as to preclude the Village's plans to extend sewer lines, improve drainage facilities

or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern or development for which rights were vested prior to enactment of this Plan.

Objective 3.2 Hurricane Evacuation 9J-5.012 (3) (b) 7

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

Policy 3.2.1 9J-5.012 (3) (c) 4

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

Policy 3.2.2 9J-5.012 (3) (c) 4

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

Objective 3.3 Post-Disaster Redevelopment 9J-5.012 (3) (b) 8

By 19962015, adopt a post-disaster redevelopment plan.

Policy 3.3.1 9J-5.012 (3) (c) 5

By 19962015, based upon the 1992-1993 Hurricane Andrew staff review of post-disaster assessment, clean-up and housing repair experience, the Village shall prepare a post-disaster redevelopment plan in consultation with the South Florida Regional Planning Council and the MetroMiami-Dade Office of Emergency Management. Special attention shall be devoted to the Building Official's permitting process to distinguish between minor and major repairs, require demolition or nuisance removal, and similar regulatory approaches.

Policy 3.3.2

The adopted plan shall specify that during post-disaster redevelopment, the Building Department will distinguish between those actions needed to protect public health and safety with immediate repair/cleanup and long term repair activities and redevelopment areas. Removal or relocation of damaged infrastructure and unsafe structures shall be by the Village in accordance with local procedures and those agencies and practices specified in the MetroMiami-Dade County Emergency Operations Plan.

***

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

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

Policy 3.4.1 9J-5.012 (3) (c) 12

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

Objective 3.5 Hurricane Damage Avoidance

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

Policy 3.5.1 9J-5.012 (3) (c) 3

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

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

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

***

Objective 3.6 Commercial Redevelopment

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

Policy 3.6.1 9J-5.012 (3) (c) 6

The Village shall encourage energy-efficient construction methods and develop initiatives to encourage energy conservation techniques in municipal and private-sector development.By the date required by state statute or sooner, the

Village shall enact and enforce land development code standards and incentives to achieve development, renovated development and/or redevelopment that meets high signage, landscaping, circulation/parking and other development standards, all in conformance with the flood damage prevention regulations required by Conservation and Coastal Management Policy 3.5.2.

Policy 3.6.2

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

Policy 3.6.3

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

Policy 3.6.4

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

Policy 3.6.5

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

Policy 3.6.6

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

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VI. RECREATION AND OPEN SPACE ELEMENT

GOAL 1 **PROVIDE A DESIRABLE LEVEL OF PUBLIC RECREATION AND OPEN SPACE FACILITIES TOGETHER WITH SUPPLEMENTAL PRIVATE RECREATION AND OPEN SPACE FACILITIES.**

Objective 1.1 **Waterfront Access** 9J-5.014 (3) (b) 1

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

Policy 1.1.1 9J-5.014 (3) (c) 3

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

Objective 1.2 **School Playfield Access** 9J-5.014 (3) (b) 1

Assure resident access to the elementary school playfield by 1995.

Policy 1.2.1 9J-5.014 (3) (c) 5

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

Objective 1.3 **Public Recreation Facilities** 9J-5.014 (3) (b) 3

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

Policy 1.3.1

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

Policy 1.3.2 9J-5.014 (3) (c) 4

By the date required by state statute, tThe Village shall conduct a thorough study of the feasibility of obtaining alternative sites needed to achieve and maintain a Level of Service standard of at least 2.5 acres of local public park land per 1,000 permanent population.

Policy 1.3.3 9J-5.014 (3) (c) 5

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

Policy 1.3.4 9J-5.014 (3) (c) 5

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

Policy 1.3.5

No later than December 31, 19942015, the Village shall explore a recreation impact fee to help finance acquisitions and improvements.

Policy 1.3.6

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

Parks and Recreation Space	Acreage
Calusa Park	3.00
Village Green	9.50
Key Biscayne K-8 Center	2.02
East Enid Lake Park	2.78
Beach Park	2.00
St. Agnes Field	2.13
Community Center	1.95
Library Park	1.17
Hacienda Canal Pocket Park	0.03
530 Crandon Blvd	0.52
Total	25.10

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

Objective 1.4 Open Space 9J-5.014 (3) (b) 4

Achieve some semi-passive public open space in the central part of the Village, some semi-public open space on the waterfront plus private open space in conjunction with any new private development.

Policy 1.4.1 9J-5.014 (3) (c) 1

By the date required by state statute or sooner, the Village shall enact and enforce as part of the land development code: 1) minimum front, side and rear **residential** setbacks, and 2) minimum pervious open space for all new construction. Definitions and standards will be included. The amount of open space required by these regulations shall be consistent with the high property

values of the island and the need to ensure reasonably satisfactory levels of access to light and air, but pervious area shall not be less than 30 percent of total site area for the average single family residential site.

Policy 1.4.2 9J-5.014 (3) (c) 2

By the date required by state statute or sooner, tThe Village shall enact maintain and enforce a land development code zoning district to implement the **Waterfront Recreation and Open Space** land use category and thereby preserve such open space uses as the beach club and yacht club. The amount of open space required by these regulations shall be consistent with the high property values of the island and the need to ensure reasonably satisfactory levels of access to light and air, but in no case shall previous area be less than 15 percent of the entire site.

Policy 1.4.3 9J-5.014 (3) (c) 2

The Village shall evaluate the desirability of developing maintain a village center in order to provide for tandem with central area public open space.

Objective 1.5 Public-Private Coordination 9J-5.014 (3) (c) 2

By 2004, achieveExplore and implement a fully coordinated system of recreational resources.

Policy 1.5.1

By 1996, tThe Village Manager or designee shall complete maintain an inventory of all private and semi-public recreational facilities. This survey will be used in finalizing the public recreational facilities plan described in Policy 1.3.3.

VII. INTERGOVERNMENTAL COORDINATION ELEMENT

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

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

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

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

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

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

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

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

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

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

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

***

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

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

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

No later than 1999, the Village shall consider and attempt to consummate as appropriate interlocal agreements generally of the type described below:

***

Policy 1.1.6

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

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

No later than 19992015, the Village shall continue to consider and attempt to consummate as appropriate interlocal agreements generally of the type described below:or implement the following types of interlocal agreements or leases generally of the type described below:

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

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

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

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

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

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

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

Calusa Park: The Village shall encourage Miami-Dade County to make improvements to Calusa Park consistent with the Crandon Park Master Plan. The Village shall maintain an agreement with the Miami-Dade County Park and Recreation Department to provide for Village management of Calusa Park.

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

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

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

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

Policy 1.2.2 9J-5.015 (3) (c) 1

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

Policy 1.2.3 9J-5.015 (3) (c) 3

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

Policy 1.2.4 9J-5.015 (3) (c) 6

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

Policy 1.2.5 9J-5.015 (3) (c) 6

The Village shall contribute to the improvement of Biscayne Bay water quality by continuing to: 1) have a Village representative periodically consult with the

Biscayne Bay Shoreline Development Review Committee and 2) have relevant bay front projects reviewed by the Committee. The Village shall cooperate with the regulatory functions of the Florida Department of Environmental Protection and the National Park Service.

Objective 1.3 Level of Service Standards Coordination 9J-5.015 (3) (b) 3

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

Policy 1.3.1 9J-5.015 (3) (c) 7

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

Policy 1.3.2

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

Policy 1.3.3

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

Policy 1.3.4

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

Policy 1.3.5

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

Policy 1.3.6

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

VIII. CAPITAL IMPROVEMENTS ELEMENT

GOAL 1 **TO UNDERTAKE CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE ADEQUATE INFRASTRUCTURE AND A HIGH QUALITY OF LIFE, WITHIN SOUND FISCAL PRACTICES.**

Objective 1.1 **The Annual Capital Improvement Program Process** 9J-5.016 (3) (6) 1

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

Policy 1.1.1 9J-5.016 (3) (c) 7

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

Policy 1.1.2 9J-5.016 (3) (c) 3

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

Policy 1.1.3 9J-5.016 (3) (c) 1

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

- Public safety projects: any project to ameliorate a threat to public health or safety.
- Quality of life projects: any project that would enhance the quality of life, such as a public streetscape improvement project.
- Level of service or capacity projects: any project needed to maintain an adopted or otherwise desirable Level of Service.
- Redevelopment projects: any project that would assist in the revitalization of deteriorated non-residential properties.
- Biscayne Bay enhancement projects: any project which would enhance the environmental quality of Biscayne Bay.

Policy 1.1.4 9J-5.016 (3) (c) 9

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

Policy 1.1.5 9J-5.016 (3) (c) 2

The Village shall pursue a prudent policy in terms of borrowing for capital

improvements or other purposes.

***

Objective 1.2 **Level of Service and Land Use Decisions** 9J-5.016 (3) (b) 3

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

Policy 1.2.1 9J-5.016 (3) (c) 4

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

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

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

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

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

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

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

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

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

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

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

Policy 1.2.2

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

Policy 1.2.3

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

Objective 1.3 Infrastructure in Coastal High Hazard Area 9J-5.016 (3) (b) 2

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

***

Objective 1.4 Concurrency 9J-5.016 (3) (b) 4

Assure the provision of public facilities concurrent with the impacts of development through a concurrency management system to be included in the 1994 land development code.

Policy 1.4.1 9J-5.016 (3) (c) 6

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

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

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

   Adding together:

   - The total design capacity of existing facilities; plus
   - The total design capacity of any new facilities that will become available concurrent with the impact of the development. The capacity of new facilities may be counted only if one or more of the following can be demonstrated:

     (A) For water, sewer, solid waste and drainage:

     (1) The necessary facilities are in place and available at the time a certificate of occupancy is issued, or

     (2) Such approval is issued subject to the condition that the necessary facilities will be in place and available when the impacts of development occur, or

     (3) The new facilities are guaranteed in an enforceable development agreement to be in place when the impacts of development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order pursuant to Chapter 380, Florida Statutes (the Development of Regional Impact authorization).

     (B) For recreation:

     (1) Paragraphs (1)-(3) under (A) above except that construction may begin up to one year after issuance of a certificate of occupancy.

     (2) The new facilities are the subject of a binding executed contract for the construction of facilities

to be completed within one year of the time the certificate of occupancy is issued, or

(3) A development agreement as outlined in (4) above but requiring construction to begin within one year of certificate of occupancy issuance.

(C) For traffic:

(1) Paragraphs (A) (1) through (4) or (B) (2) above except that construction can begin up to three years after the approval date.

(2) No modification of public facility level-of-service standards established by this plan shall be made except by a duly enacted amendment to this plan.

Subtracting from that number the sum of:

- Existing volumes or flows; plus
- "Committed" volumes or flows from approved projects that are not yet constructed; plus
- The demand that will be created by the proposed project, i.e., site plan, plat or other development order.

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

Design capacity shall be determined as follows:

Sewage: the capacity of the County sewage treatment system.

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

Solid Waste: the capacity of the County disposal system.

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

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

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

Transit: The County Transit Agency bus schedules for routes

within the Village.

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

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

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

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

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

a. Contribution of land;

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

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

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

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

~~3.~~2. *Concurrency Monitoring System*

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

prepared.

~~4.~~3. *Capacity Reservation*

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

4. *Administration*

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

5. *Project Impact or Demand Measurement*

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

Policy 1.4.2

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

Policy 1.4.3

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

Policy 1.4.4

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

Objective 1.5 Funding Capital Improvements 9J-5.016 (3) (b) 5

The land development code concurrency management system shall reflect both the existing approved Development of Regional Impact development orders; this system shall operate in concert with the capital improvement program, recreation impact fee and drainage utility to assure the funding and provision of

needed capital improvements. See policies for measurability.

Policy 1.5.1 9J-5.016 (3) (c) 5

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

Policy 1.5.2 9J-5.016 (3) (c) 8

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

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

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

Policy 1.5.4

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

Policy 1.5.5

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

Policy 1.5.6

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

CAPITAL IMPROVEMENT ELEMENT IMPLEMENTATION SYSTEMS

9J-5.016 (4) (a)

A. Five-Year Schedule of Capital Improvements

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

See schedule on page 41.

B. Other Programs

9J-5.016 (4) (b)

The other principal programs needed to implement this Element are as follows:

1. An annual capital programming and budgeting process beginning no later than July 1995 and including use of the project selection criteria contained in Policy 1.1.3; related thereto will be the annual review of this Element.

2. Completion of a master drainage plan and final approval of a drainage utility funding mechanism.

3. Preliminary financial and engineering feasibility exploration of extending sewers to the unsewered areas.

4. Amendments to the existing land development code to assure conformance to the "concurrency" requirements relative to development orders, levels of service and public facility timing as outlined in C below.

5. Exploration of park impact fees.

6. Evaluate the need for and efficacy of financing mechanism to pay for beach renourishment and dune development.

C. Monitoring and Evaluation

9J-5.016 (5)

The Village Manager or designee shall annually prepare a status report on this Capital Improvement Element for submittal to the Village Council. The primary purpose is to update the five-year schedule including the basis for the next year's capital budget. The project evaluation criteria shall be used in the project list review and special attention shall be devoted to maintenance of the level of service standards. This entire evaluation process shall be integrated into the Village's annual budget process.

D. Concurrency Management

9J-5.016 (4) (b) and 9J-5.0055

Concurrency management shall be implemented as articulated in Land Use Element Policy 2.14 and Capital Improvement Element Policy 1.4.1.

CAPITAL IMPROVEMENT SCHEDULE

Project	1994-1995	1995-1996	1996-1997	1997-1998	1998-1999
Central Park ("tree farm") acquisition	$9,200,000[1]				
Park Improvements					
Central Park			1,500,000[1]		
Calusa Park			150,000[2]		
Playfield development		450,000[2]			
Harbor Drive streetscape				500,000[3]	1,000,000[3]
Drainage improvements	8,000,000[4]				
Beach access walkway and tot-lot		80,000[3]			
Fernwood Road streetscape					200,000[3]
Ocean Lane Drive streetscape	100,000[3]				
Sewer Extension Plan			125,000[3]		

Funding Sources:

(1) Bond issue
(2) County grant - $600,000
(3) Capital outlay reserve
(4) Drainage utility revenue bond

MONITORING, UPDATING AND EVALUATION PROCEDURES, 1994-1998

9J-5.005 (7)

1. **Annual Monitoring:**

In conjunction with one of the plan amendment cycles, the Local Planning Agency shall annually conduct a public workshop on the Master Plan. A status report shall be provided by the Village Manager or designee and then citizen comment shall be solicited. This meeting shall be publicized by a legal notice in the newspaper plus efforts to have a news story in the Islander and flyer announcements at Village Hall. The LPA will then submit a report on the status of the Plan to the Village Council. This report may be accompanied by recommended amendments, using the normal amendment process.

2. **Five-Year Evaluation and Appraisal Report (EAR):**

In early 1999, the Village Manager or designee shall prepare a Five-Year Evaluation and Appraisal Report in conformance with statutory requirements and with special emphasis on the extent to which the 1993 Master Plan objectives and policies have been achieved. The report will pinpoint obstacles to plan implementation and update baseline data.

3. **Revised Objectives and Policies:**

As a part of this EAR process, amendments to the goals, measurable objectives and policies based upon the above review, focusing on the 1999-2004 period but also including longer term objectives. The citizen participation procedures used in preparing the 1993 Master Plan (plus any future modifications thereto) shall be used in amending the Plan.

IX. PUBLIC SCHOOL FACILITIES ELEMENT

GOAL 1 **DEVELOP, OPERATE, AND MAINTAIN A SYSTEM OF PUBLIC EDUCATION BY MIAMI-DADE COUNTY PUBLIC SCHOOLS, IN COOPERATION WITH THE COUNTY AND OTHER APPROPRIATE GOVERNMENTAL AGENCIES, WHICH WILL STRIVE TO IMPROVE THE QUALITY AND QUANTITY OF PUBLIC EDUCATIONAL FACILITIES AVAILABLE TO THE CITIZENRY OF THE VILLAGE AND OTHER LOCAL GOVERNMENTS WITHIN THE COUNTY.**

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Policy 1.2.6

Pursuant to Chapter 163, Florida Statutes, the 2011-2012 through 2015-2016 Miami-Dade County Public Schools 5-Year District Facilities Work Program, developed by Miami-Dade Public Schools and adopted by the Miami-Dade County School Board on September 5, 2007, is incorporated by reference into the Village's Capital Improvement Plan, as applicable. The Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Work Program and/or concurrency service area maps to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard will continue to be achieved and maintained. The Village, through its annual updates of the 5-year Capital Improvements Element and Program, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. The Village, Miami-Dade County Public School, and other local governments will coordinate their planning efforts prior to and during the Village's Comprehensive Land Use Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program. The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

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Objective 1.5

The School Board, the Village, and other appropriate jurisdictions shall establish and implement mechanisms for maintain on-going coordination and communication to ensure the adequate provision of public educational facilities.

***

Objective 1.6

Miami-Dade County Public Schools, in conjunction with the Village and other appropriate agencies, will strive to improve security and safety for students and staff.

Policy 1.6.1

Continue to cooperate with the Miami-Dade County Public Schools to develop

and/or implement programs and policies designed to reduce the incidence of violence, weapons and vandalism on school campuses. Encourage the design of facilities, which do not encourage criminal behavior and provide clear sight lines from the street.

Policy 1.6.2

Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education (DOE), and other appropriate sources.

Policy 1.6.3

Continue to cooperate with the Miami-Dade County Public Schools to provide for the availability of alternative programs for at-risk students at appropriate public educational facilities.

Policy 1.6.4

Coordinate with the Miami-Dade County Public Schools and the County to provide for pedestrian and traffic safety in the area of schools, and signalization for educational facilities.

Include a policy to initiate intergovernmental coordination with the Miami-Dade County School
Board to address the possibility of utilizing the "Old Frost Museum" as a future new High School to
accommodate students from Key Biscayne and the Brickell and Roads neighborhoods.

- Include a policy to continue coordination with the Miami-Dade County School Board on the future
of the Key Biscayne K-8 Education Center, which could include a new performing arts center and a
modern library.

- Consider adding more robust policies in support of school safety, security and monitor

Education Element Map Series:

Consistent with Section 163.3177(12)(g), Florida Statutes, a map showing existing and future conditions is included in the element. Figure 1D has been included in this Element which indicates the location of existing and proposed schools and ancillary facilities over the 5 year planning period. The map was prepared by Miami Dade County and is included, along with maps for existing and proposed public schools in four areas of the County that are generally equivalent to the proposed Educational Impact Fee Benefit Districts in the County's Education Element. The entire map series prepared by Miami Dade County as part of its support data, inventory and analysis dated October 30, 2007 is hereby adopted by reference.

X. PROPERTY RIGHTS ELEMENT

GOAL 1

RESPECT PROPERTY RIGHTS AND PEOPLE'S RIGHTS TO PARTICIPATE IN DECISIONS THAT AFFECT THEIR LIVES AND PROPERTY IN THE VILLAGE'S PLANNING AND DEVELOPMENT DECISIONS.

Objective 1.1

The Village will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1.1.

Consider the right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2.

Consider the right of a property owner to use, maintain, develop, and improve their property for personal use or another person's use, subject to state law and local ordinances.

Policy 1.1.3.

Consider the right of the property owner to privacy and to exclude others from the property to protect their possessions and property.

Policy 1.1.4.

Consider the right of a property owner to sell or gift their property.

Policy 1.1.5.

Adhere to the rule of law in making land use decisions, whether legislative, administrative, or quasi-judicial.

Objective 1.2.

Provide transparency in the decision-making processes and procedures so that all people may reasonably participate in decisions that affect their lives and property.

Policy 1.2.1.

Allow public participation from any affected person, as is consistent with controlling law, and be a party to a hearing on any land use decision.

Policy 1.2.2.

Allow public participation from the general public which may not have true

legal standing under controlling law.

Policy 1.2.3.

Respond to true and accurate information when making any planning and development decisions and provide every affected person an opportunity to be heard, to present, and rebut evidence and be informed of all information on which the Village bases its decision as required under controlling Florida law.

Policy 1.2.4.

Provide public notice as required by controlling law and shall adhere to a policy of open meetings and freedom to review and copy public records.

Policy 1.2.5.

Allow every affected person the opportunity to participate early and throughout the decision-making process.

Policy 1.2.6.

The Village will not grant any affected person a greater opportunity to be heard than another affected party during a public hearing process.

Objective 1.3.

Provide planning processes that are reliable and predictable to supports sound land development regulations that promotes long-term investments in the community.

Policy 1.3.1.

Respect the right of people, including elected and appointed officials, citizens, and property owners, to fairly evaluate proposed decisions relating to real property.

Policy 1.3.2.

Ensure that public meetings and public hearings afford the right to participation by the public as a general matter and afford administrative due process about matters that are decided during quasi-judicial hearing processes and procedures.

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ORDINANCE NO. 2022-__

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 29 "STORMWATER UTILITY SYSTEM," SECTIONS 29-2, ENTITLED "DEFINITIONS," 29-3, ENTITLED "FINDINGS AND DETERMINATIONS" AND 29-4, ENTITLED "STORMWATER UTILITY FEE" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE VILLAGE'S STORMWATER UTILITY APPORTIONATE METHODOLOGY FOR ALLOCATING STORMWATER UTILITY FEES AND APPEALS OR ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 403.0893, Florida Statutes, the Florida State Legislature also conferred upon local governments the authority to create stormwater utilities and adopt stormwater utility fees to plan, construct, operate and maintain stormwater management systems; and

WHEREAS, on June 22, 1993, the Village of Key Biscayne (the "Village") adopted Ordinance 93-11, establishing the Village's stormwater utility, which is codified in Chapter 29 of the Village's Code of Ordinances; and

WHEREAS, the ~~Village's current~~ Village currently uses an Equivalent Residential Unit ("ERU") methodology for ~~allocation of~~ allocating stormwater utility fees ~~from~~ among properties in the Village ~~uses an Equivalent Residential Unit ("ERU") methodology~~; and

WHEREAS, the Village ~~has~~ retained Raftelis Financial Consultants, Inc. ("Rate Consultant") to perform a stormwater rate analysis to review the existing rate structure and allocation methodology; and

WHEREAS, the Rate Consultant has provided ~~it's~~ its 2022 Stormwater Fee Analysis dated March 8, 2022 (the "Stormwater Fee Report") to the Village; and

WHEREAS, ~~the Rate Consultant has determined~~ as provided in the Stormwater Fee Report ~~that because of the wide variability for both single family and~~ , recognizing that relative volumes of stormwater runoff vary depending on the permeability characteristics of individual properties within the Village, and because permeability characteristics vary widely among single family, multi-family and commercial properties, the Rate Consultant determined that an allocation methodology using the actual impervious square feet area of properties within the Village, instead of a general conversion to an based on the ERU methodology, will better capture ~~the large~~ actual

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.

differences in impervious areas for residential properties, resulting in a more accurate and equitable allocation; and

WHEREAS, the Stormwater Fee Report determined that the single and multi-family and commercial parcels overall within the Village include impervious areas totalling 15,516,179 square feet, and that based on the analysis and the current collection of approximately $1.9 million in Stormwater Utility Fees, an annual rate per square foot of impervious area of $0.1237 would need to be imposed in order to collect the same amount from the developed properties in the Village ~~having a total amount of impervious area of 15,516,179 square feet~~; and

WHEREAS, the Village Council had directed the Rate Consultant to supplement its Stormwater Fee Report to assess the impact of including in the Impervious Area measurement the square footage comprising all of the public roadways and sidewalk areas within the Village, recognizing that those areas generate stormwater runoff and benefit all of the properties within the Village; and

WHEREAS, having performed that further assessment, the Rate Consultant determined to provide for a Base Fee corresponding to the Impervious Areas comprising public roadways and sidewalk, in addition to a Parcel Fee based on Rate Per Impervious Area of each Developed Property; and

WHEREAS, the Rate Consultant had provided a supplemental report dated June 7, 2022, (the "Supplemental Report" and, together with the Stormwater Fee Report, the "Final Stormwater Fee Report") that includes two methodologies for calculating and allocating the Base Fee; and

WHEREAS, the Supplemental Report provides that the total impervious area calculated with respect to public roads and sidewalks equals 2,596,772 square feet which is 14.3% of the total impervious square feet within the Village; and

WHEREAS, based on the 14.3% of total impervious area, the Supplemental Report states that the Rate Consultant recommends that the Base Fee should fund, annually, an amount equal to 14.3% of the total cost of providing Stormwater Management System; and

WHEREAS, the Supplemental Report provides for two alternative methodologies to divide the Base Fee among all the Developed Property that benefit from the Stormwater Management System; and

WHEREAS, the first method, which is recommended by the Rate Consultant, is based upon the premise that maintaining the drainage functionality of roadways is the primary contributor to the Stormwater Management System costs, it is appropriate to apportion the cost based on the estimated number of trips each parcel generates on each roadway, based on the use of the parcel or land use designation; and

WHEREAS, guidance provided by the Florida Stormwater Association with respect to rate structure, recommends that roadway related costs be apportioned based on estimated trip generation; and

WHEREAS, the Supplemental Report sets forth the calculation of trips based on land use using data published in the Institute of Transportation Engineers Manual ("ITE"), which is an industry-wide resource; and

WHEREAS, based on such data from the ITE, the Rate Consultant recommends apportioning the Base Fee among Developed Properties on a Rate Per Trip basis determined annually; and

WHEREAS, the Village Council desires to update the current methodology as provided in the Final Stormwater Fee Report, and provide procedures for adjustments to the Stormwater Utility Fee per Developed Property based on actual observable permeability characteristics; and

WHEREAS, the Village Council finds that based upon the findings set forth in the Final Stormwater Fee Report, which is incorporated herein by reference, it is in the best interest of the Village, that the Stormwater Utility Fee allocation methodology be amended to provide that all stormwater utility fees characterized as the Parcel Fee, to be allocated based upon impervious square feet on a property by property basis, and the Base Fee corresponding to the Impervious Area of the roadways and sidewalks, to be allocated based upon estimated trip generation depending on use of the property .

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

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

Section 2. Amending Section 29-2 of the Village Code. That Section 29-2, "Definitions" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

Sec. 29-2. Definitions.

The following, when used in this chapter, shall have the meanings ascribed in this section, except where the context clearly indicates a different meaning:

Annual ~~Assessment~~ Rate Resolution shall mean the resolution which determines the Stormwater Utility Fee in any Fiscal Year, provided that ~~such~~ the Rate Per Impervious Area and the Rate Per Trips does not exceed the Maximum Rates established by an Initial Rate Resolution.

Base Fee shall mean the portion of the Stormwater Utility Fee based on 14.3% of the Stormwater Management System costs which relate to roadways and sidewalks portion of total Impervious Area of the Village, apportioned to each parcel based on the estimated number of trips generated by such parcel based on land use, as provided herein.

Developed Property shall mean any parcel of land that contains an impervious area.

Dwelling shall mean any building that is wholly or partly used or intended to be used for living, sleeping, cooking and eating.

Dwelling Unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities used or intended to be used for living, sleeping, cooking and eating.

~~*ERU* shall mean Equivalent Residential Unit~~.

Final ~~Assessment~~ Rate Resolution shall mean the resolution which shall confirm, modify or repeal the Initial ~~Assessment~~ Rate Resolution and which shall be the final proceeding~~s~~ for the imposition of the Stormwater Utility Fee and Maximum Rates under the Uniform Method of Collection Act.

Impervious Area shall mean the horizontal ground surface that is incapable of being penetrated or that retards ~~the entry by~~ rainwater absorption. This shall include, but not be limited to, all structures, ~~roof extensions~~, slabs, patios, porches, driveways, private sidewalks, parking areas, ~~swimming pools~~, pool collars, athletic courts and decks.

Initial ~~Assessment~~ Rate Resolution shall mean the initial resolution ~~that shall be the initial proceedings for the imposition of imposing~~ the Stormwater Utility Fee, including a Maximum Rate under the Uniform Method of Collection Act.

Maximum Rate shall mean the maximum Rate Per Impervious Area and the maximum Rate Per Trip, as applicable, that may be imposed on Developed Properties to calculate each Developed Property's Stormwater Utility Fee, including the Base Fee and the Parcel Fee, that is set forth in the Initial Rate Resolution and adopted by the Final Rate Resolution after a public hearing.

Multi-family Residential Property shall mean any Residential Developed Property that contains one or more Dwellings that contains two or more residential Dwelling Units and other common amenities containing Impervious Areas that all the residents of the Dwelling Units have access to.

Nonresidential Developed Property shall mean any parcel of land that contains an ~~impervious area~~ Impervious Area and that is not classified as a Residential Developed Property ~~by the Dade County Property Appraiser as land use types 10 through and including 99, as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time~~.

Parcel Fee shall mean the portion of the Stormwater Utility Fee based on the remaining cost associated with the Stormwater Management System not relating to roadways and sidewalks which is apportioned to each parcel based on such Developed Property's Impervious Area calculated as set forth herein.

Rate Per Impervious Area shall mean the amount expressed in dollars and/or cents to be applied per square foot of Impervious Area for Developed Properties to calculate each Developed Properties ~~Stormwater Utility~~ Parcel Fee.

Rate Per Trip shall mean the amount expressed in dollars and/or cents to be applied per daily trip generation rate per Dwelling Unit for Residential Developed Property and per daily trip generation rate per 1,000 square feet of building area for Nonresidential Developed Property.

Residential Developed Property shall mean any parcel of land that contains an impervious area and is classified as either a Single Family Residential Property, or a Multi-family Residential Property ~~by the Dade County Property Appraiser as land use types 00 through and including 09 as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time~~.

Single Family Residential Property shall mean Residential Developed Property that contains a single Dwelling Unit.

Stormwater shall mean the water that results from rainfall.

Stormwater Infrastructure shall mean the structural, nonstructural or natural features of a parcel of land or Watershed which collect, convey, store, absorb, inhibit, treat, use, reuse, or otherwise affect the quantity or quality of stormwater.

Stormwater Management System (or the "*System*") shall have the meaning specified by F.S. § 403.031(16), as amended from time to time.

Stormwater Utility shall have the meaning specified by F.S. § 403.031(17), as amended from time to time.

Stormwater Utility Fee shall have the meaning specified by F.S. § 403.0893(3), as amended from time to time.

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.

Stormwater Utility Trust Fund shall mean that separate bank account established by the Village for the deposit and use of all Stormwater Utility Fees collected.

Uniform Method of Collection Act shall mean Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, any applicable regulations promulgated thereunder.

WASAD shall mean Miami Dade Water and Sewer Authority Department.

Watershed shall have the meaning specified by F.S. § 403.031(18), as amended from time to time.

Section 3. Amending Section 29-3 of the Village Code. That Section 29-3, "Findings and determinations" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

Sec. 29-3. Findings and determinations.

It is hereby determined and declared as follows:

(1) The Village desires to create a Stormwater Management System to maintain and improve water quality, to control flooding that results from rainfall events, to deter unmanaged rainwater from eroding sandy soils, to deter the disruption of the habitat of aquatic plants and animals and to provide for the collection of Stormwater Utility Fees for those expenses connected with the planning, constructing, operating and maintaining of a Stormwater Management System.

(2) The collection of and disposal of stormwater and regulation of groundwater are of benefit to all property within the Village including property not currently served by the System.

(3) The cost of operating and maintaining the System should, to the extent practicable, be allocated in relationship to benefits enjoyed and services received.

(4) Using a Rate Per Impervious Area on a square foot of Impervious Area basis for each Developed Property for the Parcel Fee captures the unique characteristics of each property and will equitably allocate the cost of the Stormwater Utility System to the Developed Properties with a greater Impervious Area which will benefit the most from the Stormwater Utility System.

(5) Using a Rate Per Trip for each Developed Property for the Base Fee will equitably allocate the cost associated with the Stormwater Management System relating to roadways and sidewalk to those Developed Properties that generate a greater amount of use of such roadways.

Section 4. Amending Section 29-4 of the Village Code. That Section 29-4, "Stormwater Utility Fee" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

Sec. 29-4. Stormwater Utility Fee.

(a) A Stormwater Utility Fee is hereby assessed against each Developed Property within the Village for services and facilities provided by the Stormwater Management System.

(1) The ~~rate per~~ Rate Per Impervious Area ~~ERU~~ to be used in calculating the Parcel Fee portion of the Stormwater Utility Fees for each Developed Property shall be calculated as the total amount of the cost to provide the services and facility for the Stormwater Management System, excluding 14.3% of the costs relating to roadway and sidewalk, including any debt service related to debt incurred by the System divided by the total amount of all Impervious Area calculated for each Developed Property to

obtain a Rate Per Impervious Area. Such Rate Per Impervious Area is to be multiplied by each Developed Property's square feet of Impervious Area to determine the amount of the ~~Stormwater Utility~~ Parcel Fee for each Developed Property subject to such Stormwater Utility Fee. The Rate Per Impervious Area shall be set by an Initial ~~Assessment~~ Rate Resolution ~~an administrative order of the Village Manager after approval by~~ of the Village Council and confirmed by a Final ~~Assessment~~ Rate Resolution of the Village Council.

The Rate Per Impervious Area may be increased each year so long as the Rate Per Impervious Area does not exceed the Maximum Rate determined by the Initial ~~Assessment~~ Rate Resolution and approved in the Final ~~Assessment~~ Rate Resolution of the Village Council, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code.

(2) The Rate Per Trip to be used in calculating the Base Fee portion of the Stormwater Utility Fees for each Developed Property shall be calculated as 14.3% of the total amount of the cost to provide the services and facility for the Stormwater Management System that relates to roadways and sidewalks divided by the total amount of estimated daily trips generated by each Developed Property to obtain the Rate Per Trip. Such Rate Per Trip is to be multiplied by each Developed Property's number of trips allocated to such Developed Property, as calculated herein, to determine the amount of the Base Fee for each Developed Property subject to such Stormwater Utility Fee. The Rate Per Trip shall be set by an Initial Rate Resolution of the Village Council and confirmed by a Final Rate Resolution of the Village Council.

The Rate Per Trip may be increased each year so long as the Rate Per Trip does not exceed the Maximum Rate determined by the Initial Rate Resolution and approved in the Final Rate Resolution of the Village Council, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code.

(b) The Village Manager or his/her designee is directed to prepare a list of lots and parcels within the Village and to assign a classification of Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit, "place of worship" or Nonresidential Developed Property to each lot or parcel that is not owned by a governmental entity. In addition, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code and Section 197.3632, Florida Statutes, the Village Manager or his/her designee shall annually prepare a Stormwater Utility Fee non-ad valorem assessment roll which sets forth the Impervious Area in square feet for each Developed Property as determined by the Village and the trips per Developed Property as determined by section 29-4(d) hereof and the Stormwater Utility Fee for each Developed Property as calculated in accordance with the section 29-4 hereof. Such non-ad valorem assessment roll shall be adopted pursuant to an Annual ~~Assessment~~ Rate Resolution of the Village and certified by the Village Manager or his/her designee to the property appraiser prior to September 15.

If the Stormwater Utility Fee is collected using the Uniform Method of Collection Act, and one of the four criteria listed in Section 197.3632(4)(a)1-4, Florida Statutes applies, including but not limited to exceeding the Maximum Rate, as established by the Final ~~Assessment~~ Rate Resolution, then the Village shall adopt a Final ~~Assessment~~ Rate Resolution or Annual ~~Assessment~~ Rate Resolution, as applicable, that approves a non-ad valorem assessment roll at a public hearing held between January 1 and September 15, after notice has been provided pursuant to Section 197.3632(4)(b), Florida Statutes. Such public hearing shall be held in accordance with Section 197.3632(4)(c), Florida Statutes.

(c) Impervious Area square feet shall be calculated for all Developed Property within the Village as follows:

(1) For each Single Family Residential Property that contains a Dwelling Unit, the amount Impervious Area square feet contained in each parcel.

(2) For each Multi-family Residential Property Dwelling Unit, first determine the total amount of Impervious Area square feet of the Multi-family Residential Property; then determine the amount of living area square feet, as identified by the Miami-Dade County Property Appraiser, for each Dwelling Unit within the Multi-family Residential Property; and finally apportion the Impervious Area square

feet of the Multi-family Residential Property amongst each Dwelling Unit on a pro-rata basis to determine the Impervious Area square feet apportioned to each Dwelling Unit.

(3) For each Nonresidential Developed Property the amount of Impervious Area square feet contained in each parcel.

(4) Place of worship and property owned by a governmental entity shall be exempt from the imposition of Stormwater Utility Fees.

~~ERUs shall be assigned as follows:~~

~~(1) *Single family Dwelling Units:* 1.5 ERU.~~

~~(2) *Multi family Dwelling Units:* 1.0 ERU per Dwelling Unit.~~

~~(3) *Place of worship:* 0 ERU.~~

~~(4) Nonresidential Developed Properties, excluding places of worship, shall be assigned ERUs on the basis of one ERU per 1083 square feet of Impervious Area.~~

(d) Average daily trip generation shall be calculated for all Developed Property within the Village as follows:

(1) For each Single Family Residential Property Dwelling Unit the average daily trip generation is 9.43 trips.

(2) For each Multifamily Residential Property Dwelling Unit the average daily trip generation is 4.54 trips.

(3) For each Non-Residential Developed Property per 1,000 square feet of non-residential building space the average daily trip generation is 21.00 trips.

(4) Place of worship shall be exempt from the imposition of Stormwater Utility Fees.

~~(c)~~(e) The following procedures and criteria are to be used to calculate Stormwater Utility Fees:

(1) Each Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit and Nonresidential Developed Property shall be assessed that portion of the Stormwater Utility Fee relating to the Parcel Fee calculated by multiplying the ~~rate~~ Rate Per Impervious Area, determined as provided in section 29-4(a)(1) above, ~~for one ERU~~ by the ~~number of ERUs~~ Impervious Area square feet determined for each Developed Property as provided in section 29-4(~~b~~c)(1), (2) and (3) ~~(4),~~ respectively.

(2) Each Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit and Nonresidential Developed Property shall be assessed that portion of the Stormwater Utility Fee relating to the Base Fee calculated by multiplying the Rate Per Trip, determined as provided in section 29-4(a)(2) above, by the average daily trip generation as provide in section 29-4(d)(1), (2) and (3), respectively.

~~(2)~~(3) The Stormwater Utility Fees payable to the Village pursuant to this chapter shall be deposited in a separate Village Stormwater Utility Trust Fund account and shall be used exclusively by the Village, together with accrued interest thereon, to pay for the costs of planning, financing, constructing, operating and maintaining the Stormwater Management System required pursuant to F.S. § 403.0891(3).

~~(d)~~(f) The following procedure and criteria are to be used in appealing Impervious Area calculation, the amount of square feet per building area calculation that determines the number of average daily trip generation for Nonresidential Developed Property or Dwelling Units calculation:

(1) Any owner of Developed Property disagreeing with the calculation of the Stormwater Utility Fee, as provided in this section 29-4, may appeal such determination to the Village Manager. Any appeal must be filed in writing and shall include the name of the appealing property owner and address of the Developed Property subject to the appeal, a folio number, a survey prepared by a registered surveyor or registered engineer showing for (i) Residential Developed Property; Dwellings, Dwelling Units, total

property area, and total Impervious Areas, and (ii) Nonresidential Developed Property; total property area, total square feet of building area and total Impervious Areas. The appealing party may include photographs or other objectively verifiable information demonstrating the Impervious Area of and/or building square footage in calculating the number of estimated of average daily trip generation for Nonresidential Developed Property. The Village Manager may request additional information from the appealing party. Based upon the information provided by the Village and the appealing party, the Village Manager shall make a final calculation of the Stormwater Utility Fee and shall notify the Village and the appealing party in writing of the Village Manager's decision.

~~(3)~~(2) The Village Council may provide for a fee payable by such appealing party associated with the cost of review of the appeal.

~~(e)~~(g) The following procedure and criteria are to be used when an owner of a Developed Property has decreased the Impervious Area of the Developed Property or with respect to Nonresidential Developed Property has decreased the area square footage of any buildings on the parcel:

(1) Any owner of Developed Property that has reduced the Impervious Area of the Developed Property or reduced the amount of area square footage of any buildings on the parcel with respect to Nonresidential Developed Property during any Fiscal Year may apply in writing for an adjustment to the Village's calculation of Impervious Area or building area square footage with the Village Manager. Such application for adjustment to the Impervious Area or building area square footage shall include the name of the applicant property owner and address of the Developed Property, a property identification number, a survey prepared by a registered surveyor or registered engineer showing for (i) Residential Developed Property; Dwellings, Dwelling Units, total property area, and total Impervious Areas prior to the decrease and total Impervious Areas after the decrease, and (ii) Nonresidential Developed Property; total property area and total Impervious Areas or building area square footage prior to the decrease and total Impervious Areas or building area square footage after the decrease. The Village Manager may request additional information from the applicant. Based upon the information provided by the applicant, the Village Manager shall make a final calculation of the Stormwater Utility Fee and shall notify the Village and the applicant in writing of the Village Manager's decision as to adjustment of Impervious Area or building area square footage for the Developed Property.

(2) The Village Council may provide for a fee payable by such applicant associated with the cost of review of the application.

~~(f)~~(h) The following procedure and criteria are to be used in adjustments to the Parcel Fee portion of the Stormwater Utility Fees:

(1) After the Village has determined the Parcel Fee portion of the Stormwater Utility Fee based upon Impervious Area, any Developed Property owner may be eligible for an adjustment to the Parcel Fee portion of the Stormwater Utility Fee when certain criteria are met. It is the property owner's responsibility to provide proof that conditions exist that may qualify a Developed Property for a particular adjustment.

a. The Village may allow adjustment of the Parcel Fee portion of the Stormwater Utility Fee for a Developed Property that contains a privately maintained retention and/or detention facility upon inspection and approval of such retention and/or detention facility by a certified engineer. French vertical drains are not an acceptable retention and/or detention facilities in determining Stormwater Utility Fee adjustment.

b. The rate of adjustment for a Developed Property that contains a privately maintained retention and/or detention facility is based upon the following determinations:

i. Where the privately maintained retention and/or detention facility is constructed and maintained, which collects and retains 100% of Stormwater on the Developed Property

(measured on the basis of a 72-hour 25-year storm event), the Parcel Fee portion of the Stormwater Utility Fee shall be reduced by fifteen percent.

ii. Where the privately maintained retention and/or detention facility is constructed and maintained, which collects and retains 100% of Stormwater on the Developed Property (measured on the basis of a 72-hour 50-year storm event), the Parcel Fee portion of the Stormwater Utility Fee shall be reduced by twenty-five percent.

(2) The following conditions must be met in order for a property owner of a Developed Property ~~is~~ to receive the Stormwater Utility Fee adjustment for the Parcel Fee portion:

a. The owner of the Developed Property containing a privately maintained retention and/or detention facility must apply for a Stormwater Utility Fee adjustment for the Parcel Fee portion in writing to the Village Manager and provide proof of certification by an engineer of the privately maintained retention and/or detention facility and provide proof of 100% Stormwater retention on the Developed Property. The proof of such Stormwater retention shall be provided to the Village Manager and shall include Hydraulic/Hydrologic calculations, with topographic maps signed and sealed by a certified engineer demonstrating that the conditions are met in either Sub-section (~~e~~h)(1)(b)(i) or (ii) above for the Developed Property.

b. The Village Manager must agree that based upon the submitted documents for such Developed Property, that the conditions are met in either Sub-section (~~f~~h)(1)(b)(i) or (ii) above for the Developed Property and such Developed Property has a reduced impact to the Stormwater Utility System.

c. The property owner of a Developed Property that has been granted an adjustment as provided above, must certify to the Village each year that such privately owned retention and/or detention facility has been maintained and the Developed Property continues to qualify for such adjustment. If it is determined by the Village that such privately owned retention and/or detention facility has not been maintained and no longer qualifies for such adjustment, the property owner of such Developed Property shall re-apply for such adjustment.

(3) The Village Council may provide for a fee payable by such applicant associated with the cost of review of the application.

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

Section 6. Codification. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 7. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

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.

PASSED on first reading on the 12th day of April 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

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.

RAFTELIS

June 21, 2022

Mr. Jake Ozyman
Director of Public Works
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149

Subject: **2022 Stormwater Fee Analysis – Supplemental Base Charge Scenarios**

Dear Jake:

The Village of Key Biscayne (Village) hired Raftelis Financial Consultants, Inc. (Raftelis) to perform a stormwater rate analysis. The focus of the analysis was to review the and update the existing fee structure, digitize residential (single-family and multi-family) properties throughout the Village to evaluate the impervious area characteristics, and identify alternative fee structures on a Fiscal Year 2022 revenue neutral basis. Raftelis worked closely with Village staff throughout the study to obtain the necessary data and to identify alternative fee structures, which were documented in the letter report titled "2022 Stormwater Fee Analysis", dated March 8, 2022 (March 2022 Stormwater Letter). The March 2022 Stormwater Letter, attached to this letter as Exhibit A, documented the approach, analysis, background, and recommendations based on available data and industry standard practices. Since that letter was provided, additional discussions with the Village have identified alternatives that would provide for a stormwater fee with two components including a base charge and impervious area charge. The base charge is associated with impact of stormwater runoff generated by the public street and sidewalk facilities that benefit all properties within the Village. The impervious area charge recovers the remainder of the stormwater fee revenue requirements based on the impervious area attributed to each parcel as documented and described in the March 2022 Stormwater Letter. This letter report summarizes two alternative approaches to identifying base charges requested by Village staff and the resulting impacts by customer class and for example bills.

Alternative Base Charge Approaches

To determine the appropriate base charge for stormwater services two components must be identified. One being the appropriate amount of cost to recover through a base charge. The second is how to apportion those costs over the Village's properties in an equitable way.

To determine the costs to recover from the base charge, the Village retained a licensed surveyor to analyze the impervious area of the Village's roads and sidewalks along with the County's roads and sidewalks within the Right-of-way. Additionally, the surveyor identified impervious area related to Village owned facilities, the school, and library. For the purposes of this analysis, the Village facilities, school, and library impervious areas were not included in the development of the costs for the base charge. The table below provides the impervious area assigned to the Village and County roads and sidewalks as well as the three property classifications identified of single family (SFR), multi-family (MFR), and non-residential (NSFR):

Description	Amount	% of Total
Multi-family I.A. square feet	6,272,853	34.63%
Single-family I.A. square feet	7,307,137	40.34%
Non-residential I.A. square feet	1,936,189	10.69%
Road and Sidewalk I.A. square feet	2,597,772	14.34%
Total I.A. square feet	18,113,951	100.0%

341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
www.raftelis.com

As shown on the table above, 2,597,772 square feet of impervious area (I.A.) was identified by the surveyor for the road and sidewalk area, which represents 14.34% of the total impervious area square feet within the Village Therefore 14.34% of the total revenues are assigned for recovery from the base charge alternatives. With a total annual assessment amount of $1,918,265.91, 14.34% yields $275,103.84, which should be recovered through the base charge.

Base Charge – Vehicle Trip Rates

The first, and preferred, alternative base charge application approach has been developed based on the premise that since maintenance of the drainage functionality of roadways is the primary contributor to the costs identified for the base charge it is appropriate to apportion the costs based on the estimated number of trips caused by each land use to ensure that the proposed rates reflect and equitable recovery of such costs. Guidance provided by the Florida Stormwater Association (FSA), with respect to rate structure fundamentals, recommends that roadway-related related costs be apportioned among customer classes based estimated trip generation rates.

To develop the trips generated by the various land uses, Raftelis relied on data published in the Institute of Transportation Engineers (ITE) Manual, 11th Edition. The 11th Edition ITE Manual is an industry-wide resource that aggregates traffic studies and provides an estimate of the number of trips generated by many different land uses throughout the course of a day. To apply these land uses the property data was categorized and grouped by land use based on the DOR codes assigned by the Miami-Dade County Property Appraiser. After the land uses were grouped, ITE codes were applied to estimate the number of trips generated for each land use. Many of the DOR codes do not provide detailed descriptions for specific land uses so certain categories were grouped together for the purpose of estimating trips. After the estimate was developed using four general non-residential categories, as demonstrated on the following table, an average trip per 1,000 square feet of building area was developed to apply to all land uses throughout the Village.

ITE Code	Parcel/ Unit Count	Trip Rate	Trip Unit	Attributes	Daily Trips
210 Single Family	1,310	9.43	Per Unit	1,310	12,353
221 Multi-family	5,759	4.54	Per Unit	5,759	26,146
Subtotal Residential					38,499
310 Hotel/Motel	3	7.99	Per Room [1]	247.83	1,086
710 Office Building	28	10.84	Per 1,000 sf	1,551.01	9,311
820 Retail	127	37.01	Per 1,000 sf	403.68	14,941
945 Gas Stations	14	265.12	Per Pumping station	14.00	3,712
Subtotal Non-residential					29,050
Total					67,549

[1] A conversion from square feet was made to represent the number of hotel rooms, using an industry standard of 380 square feet per room, to which the trip rate per room was applied.

Based on discussions with Village staff and developing an approach that is easy to maintain and update from year-to-year, while being equitable among the Village's various customer categories, it was determined that developing an overall average trip rate for the non-residential land uses is appropriate. Based on the total non-residential trips of 29,050 and the total building space of these same parcels of 1,366,110, as obtained from the Miami-Dade Property Appraiser, the average trip rate per 1,000 sf of non-residential building space is 21.26 trips, rounded to 21.00 trips (29,050 trips divided by [1,366,110 sf divided by 1,000]). By applying the rounded average trip rate of 21.00 trips, the total trips is reduced from 67,549 to 67,275 for non-residential land uses.

With total daily trips of approximately 67,275 throughout the Village and costs identified of $275,103.84, the base charge per trip is $4.0893 annually, or $0.3408 per month. The table below establishes the base charge for each stormwater land use:

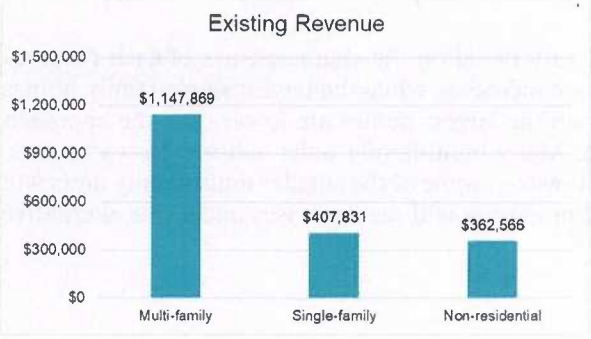
Land Use	Trip Unit	Daily Trip Rate	Monthly Base Charge per Trip	Monthly Base Charge per Unit
Single Family	Per Unit	9.43	$0.3408	$3.21
Multi-family	Per Unit	4.54	$0.3408	$1.55
Non-residential	Per 1,000 sf	21.00	$0.3408	$7.16

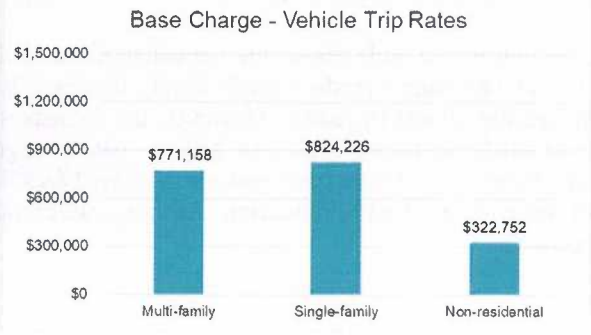
The remaining stormwater revenue is recovered through the rate per square foot of impervious area. Under this approach, the rate is calculated to be $0.1059 per square foot of impervious area per year (or $0.0088 per month). Based on these figures, the following example bills are provided for each customer classification:

Description	Existing Monthly Fee	Calculated Monthly Fee		
		Base Fee	I.A. Fee	Total
Single-family Examples				
Small – 1,700 sf I.A.	$25.35	$3.21	$14.96	$18.17
Median – 4,800 sf I.A.	$25.35	$3.21	$42.24	$45.45
Larger – 12,500 sf I.A.	$25.35	$3.21	$110.00	$113.21
Multi-family Examples				
Small – 580 sf I.A.	$16.90	$1.55	$5.10	$6.65
Median – 964 sf I.A.	$16.90	$1.55	$8.48	$10.03
Larger – 1,750 sf I.A.	$16.90	$1.55	$15.40	$16.95
Non-residential per 1,000 sf I.A.	$16.90	$7.16	$8.80	$15.96

As shown in the table above, based on the characteristics of each property class the fee calculations will vary. The average / median single-family homes will see increases, while the largest single-family homes will see the largest increases. However, the increases for the largest homes are lower than the approach based solely on impervious area with no base charge. Many multi-family units will see decreased fees, while some of the larger units will see increased fees. All non-residential properties will see a decrease under this alternative approach. An illustration of the overall revenue generation is provided in the table and figures below and compares the existing revenues by class to the alternative revenues by class:

Class	Existing Revenue	Calculated Revenue
Single-family	$407,830.80	$824,226.47
Multi-family	1,147,868.97	771,157.70
Non-residential	362,566.14	322,752.46
Total	$1,918,265.91	$1,918,136.64





As compared to the impervious area only approach, the same general outcomes are achieved with reductions in total revenue for multi-family and non-residential, while single family increases. However, the largest difference is that with a base charge applied per trip generated, the non-residential class does not decrease at the same rate as just relying on impervious area.

Base Charge – Per Parcel

The second alternative base charge approach that has been developed is based on applying a Village-wide base charge per parcel. The implications of a per parcel approach include potential inequities based on how records are maintained with the Miami-Dade property appraiser. For example, single family homes each have a single parcel, multi-family condo units have a single parcel, non-residential can have a mix of individual and multiple buildings/businesses on a single parcel, and certain multi-family (non-condo) parcels can have many units on a single parcel. With those, and potentially other, issues identified for the per unit base charge approach it is not a preferred alternative for the application of stormwater rates. The rate calculation, bill impacts, and revenue recovery amounts are discussed and illustrated below.

The overall base charge revenue amount of $275,103.84 is the same under this approach, based on the impervious area associated with public roads and sidewalks within the Village. The number of parcels for each land use category is provided on the table below:

Land Use	Parcels
Single Family	1,305
Multi-family	5,759
Non-residential	160
Total	7,229

By dividing the annual revenue target of $275,103.84 by the number of parcels of 7,229, an annual base charge rate of $38.0556 is calculated (or $3.1713 per month). The remaining stormwater revenue is recovered through the rate per square foot of impervious area. Under this approach, the rate is calculated to be $0.1059 per square foot of impervious area per year (or $0.0088 per month). Based on these figures, the following example bills are provided for each customer classification:

Description	Existing Monthly Fee	Calculated Monthly Fee		
		Base Fee	I.A. Fee	Total
Single-family Examples				
Small – 1,700 sf I.A.	$25.35	$3.17	$14.96	$18.13
Median – 4,800 sf I.A.	$25.35	$3.17	$42.24	$45.41
Larger – 12,500 sf I.A.	$25.35	$3.17	$110.00	$113.17
Multi-family Examples				
Small – 580 sf I.A.	$16.90	$3.17	$5.10	$8.27
Median – 964 sf I.A.	$16.90	$3.17	$8.48	$11.65
Larger – 1,750 sf I.A.	$16.90	$3.17	$15.40	$18.57
Non-residential per 1,000 sf I.A.	$16.90	$3.17	$8.80	$11.97

As shown in the table above the fee calculations will vary based on the characteristics of each property class. The average / median single-family homes will see increases, while the largest single-family homes will see the largest increases. However, the increases on the largest homes are lower than the approach based solely on impervious area with no base charge. Many multi-family units will see decreased fees, while some of the larger units will see increased fees. However, some of the smaller multi-family units will not see as large of a bill reduction. All non-residential properties will see decreases under this alternative approach.

An illustration of the overall revenue generation is provided in the table and figures below and compares the existing revenues by class to the alternative revenues by class:

Class	Existing Revenue	Calculated Revenue
Single-family	$407,830.80	$823,564.48
Multi-family	1,147,868.97	883,343.17
Non-residential	362,566.14	211,131.31
Total	$1,918,265.91	$1,918,038.95

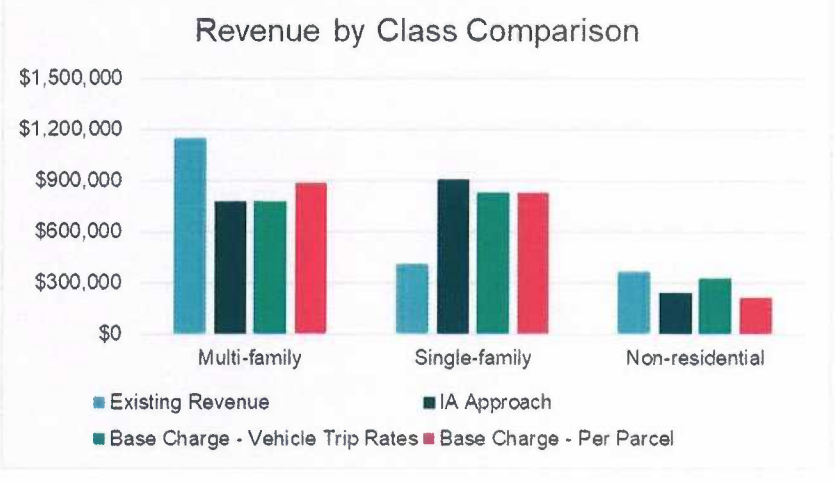


As compared to the impervious area only approach, the same general outcomes are achieved with reductions in total revenue for multi-family and non-residential, while single family increases. However, the largest difference is that with a base charge applied per parcel, the non-residential class sees a larger reduction, while the multi-family class sees a smaller reduction.

Findings and Conclusions

Based on the analysis developed, discussions with Village staff, feedback from Village stakeholders, and the intent to implement an equitable stormwater rate structure it is recommended the Village adopt the base charge option with trip rate cost allocations. The remainder of costs will be allocated using the impervious area square footage measured for each parcel. This methodology is recommended by the Florida Stormwater Association and provides for equitable cost recovery amongst customer classes in relationship to the estimated use of roadways and sidewalks.

Below is the comparison of the revenues produced by class with the existing rates and the three alternatives.



Also, it should be noted that any credit provisions identified and adopted through an Ordinance by the Village Council will apply to future stormwater fees levied on the non-ad valorem tax bill and will not apply to any stormwater fees levied on the non-ad valorem tax bill or monthly utility bills prior to the date the Ordinance is approved.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Henry L. Thomas
Vice President

Joe Williams
Manager

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Interlocal Master Agreement between Miami-Dade County and the Village of Key Biscayne to provide Utility Work

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to enter into an agreement with Miami-Dade County to establish protocols and measures related to utility work throughout the Village in connection with the Resilient Infrastructure Improvements Program.

BACKGROUND

As the Village of Key Biscayne proceeds with the development and implementation of its long-term comprehensive Village-wide Resilient Infrastructure Improvements Program, it is critical for the Village of Key Biscayne to do so based on a strong partnership with Miami-Dade County and in close coordination with Miami-Dade Water and Sewer Department (WASD). Building a resilient future for the Village of Key Biscayne is a multi-dimensional, phased program to strengthen the island from current and future climate-related threats and is focused on five (5) Lines of Effort (LOE) as follows:

1. Shoreline protection (bayside and oceanside)
2. Roadway improvements (elevation, right-of-way modifications for enhanced retention)
3. Stormwater system upgrade
4. Utility hardening against storm threats (power and telecommunication)
5. Changes to Zoning and Building Standards

LOEs 2, 3 and 4 will require significant below grade work that will involve excavating roadways to deploy new and/or upgrade existing infrastructure. The Village is endeavoring to employ a "dig-once" strategy during each phase of the resiliency program in order to minimize disruption to this densely populated community.

As WASD operates and maintains significant water and sewer assets in the Village that are likely to need replacing during the Village's long term resilience program, the Village would like to have a Joint Participation Agreement (JPA) in place such that the Village and WASD are coordinated, and the Village can undertake water and sewer line replacement work on behalf of WASD while the Village is undertaking other below grade infrastructure improvements, which

will provide significant cost savings to the WASD by combining projects together.

At present, the Village has engaged a stormwater engineer to undertake preliminary design in the central portion of the Village around the K-8 elementary school, an area that has newer water and sewer lines, however, moving to the north and south beyond the central stormwater basin, water and sewer lines are nearing 50+ years old and would benefit from replacement.
Having a JPA in place as soon as possible will ensure that all below grade work is completed as efficiently as possible with the least amount of disruption to service and the community while providing cost savings to both WASD and the Village. Individual agreements will be generated and executed by the Village Manager for individual projects as they arise.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN INTERLOCAL MASTER AGREEMENT WITH MIAMI-DADE COUNTY FOR THE COORDINATION OF THE VILLAGE'S RESILIENT INFRASTRUCTURE PROGRAM STRATEGY AND INTEGRATED IMPLEMENTATION PLAN PROJECT AND THE COUNTY'S WATER AND SEWER UTILITY WORK THROUGH INDIVIDUAL JOINT PARTICIPATION AGREEMENTS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") is currently in the process of implementing the Resilient Infrastructure Program Strategy and Integrated Implementation Plan, which will require the Village to excavate roadways to construct the various resiliency infrastructure upgrades (the "Project "); and

WHEREAS, as a part of the Project, the Miami-Dade County (the "County") Water and Sewer Department has notified the Village that it may propose projects that necessitate the installation, relocation, replacement, adjustment or removal of the County's water and sewer infrastructure facilities within the Village (the "Utility Work"); and

WHEREAS, in order to minimize disruptions to residents and increase efficiencies during construction of the Project and the County's Utility Work, the County and the Village have proposed entering into an interlocal master agreement, attached hereto as Exhibit "A"(the "Interlocal Agreement"), to coordinate the County's Utility Work and the Village's Project through individual joint participation agreements; and

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

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

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

Section 2. **Approval.** That the Village Council approves the Interlocal Agreement with the County in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Interlocal Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

INTERLOCAL MASTER AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAYNE TO PROVIDE UTILITY WORK FOR MIAMI-DADE COUNTY

THIS AGREEMENT is entered into this _____ day of _____, 202_ (the "Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY"), and the Village of Key Biscayne, a municipal corporation organized and existing under the laws of the State of Florida (the "VILLAGE").

WITNESSTH:

WHEREAS, the COUNTY owns or may, in the future, own certain water and wastewater facilities, including but not limited to, gravity sewer pipes, pump stations, reclaimed water pipes, valves and valve covers, manholes and access covers, water pipes, sanitary sewage pipes, meters, hydrants, and all appurtenances thereto, which are or may, in the future, be located in the VILLAGE's public roads or lands (the "FACILITIES"); and

WHEREAS, the Miami-Dade Water & Sewer Department ("WASD") operates the COUNTY's water and sanitary wastewater system; and

WHEREAS, the VILLAGE will be engaging in a Village-wide project to improve resiliency throughout the island, which will include, among other things, roadway and stormwater system improvements as well as installation of various underground utilities (hereinafter referred to as either the "Project" or the "Projects"); and

WHEREAS, the VILLAGE and the COUNTY may propose Projects that necessitate the installation, relocation (vertically and/or horizontally), replacement, adjustment or removal of the Facilities or some combination thereof (hereinafter referred to as "Utility Work"); and

WHEREAS, the VILLAGE and the COUNTY desire to minimize delays, costs, and impact to the public, which may result from lack of coordination and communication between or among them and their respective contractors performing the Project and/or the Utility Work; and

WHEREAS, the VILLAGE and the COUNTY desire to enter into a master agreement that establishes the procedure for the performance and reimbursement of the Utility Work, including the utility design work to be performed and the utility construction work to be carried out (the "Interlocal Master Agreement"); and

WHEREAS, the purpose of this Interlocal Master Agreement and the individual joint participation agreements (hereinafter, "JPA") is to perform the Utility Work with the Project in an efficient, coordinated, economical and expeditious manner,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the VILLAGE and the COUNTY hereby agree as follows:

1. Within XX months of the Effective Date of this Agreement, the VILLAGE will provide to the COUNTY a list of Projects that it intends to begin engineering design for in the next two years. This list of Projects will include anything involving roadway or subsurface work as well as Projects involving landscaping, resurfacing, drainage and lighting. The list of Projects will include the scope of work and schedule/timing for each Project. Such list may be amended after the exchange, but it is the intent of the VILLAGE to give the COUNTY advance notice of anticipated Projects with sufficient lead time for planning and funding purposes. Within sixty (60) days of the exchange of the list of Projects, the COUNTY will review and identify the Projects from the VILLAGE's list that are potential candidates for proposed WASD infrastructure improvements within the limits of any Project. Additionally, at this time, the COUNTY will notify the VILLAGE of any projects on the VILLAGE's list that do not correspond with projects that WASD has placed on its Capital Improvements Plan and, therefore, will constitute Utility Work that is being taken out of order for WASD.

2. In the event the VILLAGE and the COUNTY determine and agree that Utility Work may be necessary for any Project, a Joint Participation Agreement ("JPA"), in substantially the same form as the JPA attached hereto as Exhibit A, will be executed by the VILLAGE and the COUNTY. A JPA will be entered into for design work, if applicable, and a separate JPA will be entered into for construction work, if applicable. Each JPA will specify the Project-specific terms, conditions and costs associated with the design and/or construction of all Utility Work for each Project.

3. Utility Coordination and Identifying/Implementing Projects

For any Project where the VILLAGE or COUNTY determines that Utility Work may be necessary, the following procedure will be utilized (although the VILLAGE and the COUNTY may mutually agree to combine or eliminate any portion of the procedure that may not be applicable to a specific Project) for purposes of implementing a JPA:

a. Identifying Projects/Utility Coordination

(1) Upon receipt of the list of Projects from the VILLAGE, WASD will have sixty (60) days to advise the VILLAGE of its possible interest in entering into a JPA for the Utility Work necessary for the Projects identified. In the event that the VILLAGE is able to undertake additional Projects due to new funding sources not identified in the fiscal budget, the VILLAGE will notify WASD, and all of the above terms will apply.

(2) Upon completion of 30% of the design work for a particular VILLAGE Project, the VILLAGE shall send a written notice to WASD, including the 30% design work (the "Notice") (see Paragraph 10 herein for requirements of notices), which will set forth the scope and timeline of the particular VILLAGE Project.

(3) WASD shall inform the VILLAGE of its interest in entering into a JPA or not within thirty (30) days of the Notice and submittal of 30% of the design of the VILLAGE's Project by the VILLAGE. To the extent possible at this point in the Project, WASD shall inform the VILLAGE of the preliminary proposed scope for the Utility Work and whether the JPA will be for design and/or construction by the VILLAGE.

b. Mandatory Utility Meeting

(1) If WASD sends a written response to the VILLAGE's Notice expressing a desire to enter into a JPA for design and/or construction of the Utility Work, the VILLAGE shall propose in writing a time, date and location for a mandatory meeting (the "Meeting Notice") between the representatives of the VILLAGE and WASD who will be managing and/or supervising the Utility Work to discuss the parameters of the Project and implement the process for a mutually beneficial Project (hereinafter, the "Mandatory Utility Meeting"). Within two business days of receipt of the Meeting Notice, WASD will confirm its availability for the Mandatory Utility Meeting at the time, date and location specified on the Meeting Notice or will suggest in writing other possible dates, times or locations for the Mandatory Utility Meeting.

(2) The VILLAGE's and WASD's representatives will bring any information pertinent to the Project to the Mandatory Utility Meeting, including but not limited to, the VILLAGE's thirty percent (30%) design work for the Project as well as reports and as-built drawings of the existing WASD Facilities.

(3) At the Mandatory Utility Meeting, the VILLAGE and WASD will discuss and identify the scope of the Utility Work to be done by the VILLAGE, and if applicable, the scope of the Utility Work to be done by WASD. Additionally, the minimum qualifications for the VILLAGE designer and contractor will be discussed, if the VILLAGE is to do the design work for the Utility Work. At the Mandatory Utility Meeting, if the VILLAGE and WASD disagree as to the scope of the Utility Work to be performed by each party and the Mandatory Utility Meeting is adjourned before an agreement can be reached, the VILLAGE and WASD will not move forward with a JPA for the design or construction of the Utility Work. WASD, at its own discretion, will decide whether to proceed with the Utility Work and when it will proceed with such work.

(4) If a JPA is not entered into at the conclusion of the Mandatory Utility Meeting, the VILLAGE will, nevertheless, execute a Letter of Intent to proceed with the Project. The Letter of Intent will be in substantially the same form as that attached hereto as Exhibit B. The purpose of the Letter of Intent is to ensure that, if WASD moves forward with the design work

required for the Utility Work necessary for the Project and incurs the expenses associated with such design work, the VILLAGE will not discontinue or unreasonably delay the Project and WASD's resources will not be wasted.

(5) Regardless of whether the VILLAGE or WASD is performing the design work, the Project plans shall be designed in a manner to reduce and minimize any conflicts with WASD Facilities. Where conflicts are identified, the VILLAGE and WASD agree to resolve the conflicts in the most cost-effective manner that is the least disruptive to the general public and is the least costly to the residents of Miami-Dade County.

(6) Regardless of whether the VILLAGE or WASD is performing the design aspect of the Utility Work, each will fully cooperate with all Right-Of-Way ("ROW") users in the preparation of the design. To the extent a conflict arises in the design process with a ROW user other than WASD or the VILLAGE, the VILLAGE and WASD agree to resolve the conflicts in the manner that is least disruptive to the general public and is the least costly to the residents of Miami-Dade County.

c. VILLAGE to Design Utility Work

(1) Within two (2) weeks after the Mandatory Utility Meeting, if the parties desire to enter into a JPA for the design work, the VILLAGE will provide a design cost proposal to WASD for the design work to be performed by the VILLAGE for the Utility Work.

(2) If WASD agrees with the design cost proposal provided by the VILLAGE for the design work, it will provide written confirmation of its agreement with the design cost proposal within ten (10) business days of its receipt of the design cost proposal. In its written confirmation, WASD will also reconfirm its desire to enter into a JPA with the VILLAGE for the design work.

(3) If WASD does not agree with the design cost proposal provided by the VILLAGE for the design work, it will advise the VILLAGE of its disagreement in writing within five (5) business days of receipt of the proposal and will propose a date, time and location for a second meeting between WASD and the VILLAGE to discuss the design cost proposal for the design work. The second meeting shall take place no later than ten (10) business days from WASD's receipt of the VILLAGE's design cost proposal for the design work. If either WASD or the VILLAGE do not wish to have a second meeting to discuss the VILLAGE's design cost proposal, whichever party declines the second meeting will also make it clear in writing that it no longer wishes to proceed with a JPA for the Utility Work.

(4) If the VILLAGE's design cost proposal is not acceptable to WASD but the parties conduct a second meeting and reach an agreement as to the design cost proposal, WASD will provide written confirmation of its agreement with the revised design cost proposal and a reconfirmation of its desire to proceed with a JPA for the design work.

(5) If the parties cannot reach an agreement as to the VILLAGE's design cost proposal, WASD will be responsible for the design work. As set forth in Section 3(d) below, the VILLAGE and COUNTY may enter into a construction JPA where WASD will provide the design work to the VILLAGE for inclusion in the VILLAGE's construction contract documents.

(6) If the VILLAGE and WASD agree that the VILLAGE will perform the design work based on the design cost proposal or revised design cost proposal, as applicable, the VILLAGE will prepare, execute and forward two originals of the JPA for the Utility Work to WASD for approval. The COUNTY will execute both original JPAs and return a copy to the VILLAGE within ten (10) business days of its receipt of the VILLAGE's executed JPA.

(7) Once the JPA is executed by WASD, the VILLAGE will submit an invoice to WASD for the design work for a lump sum amount. WASD will pay the invoice within forty-five (45) days of receipt of the invoice. WASD shall have the right to review and audit the VILLAGE's records regarding use of the lump sum payment.

(8) The VILLAGE shall submit the Utility design materials to WASD for review and approval when the design of the Utility Work is thirty percent (30%) complete, again when the design is sixty percent (60%) complete, and again when the design is ninety percent (90%) complete. In the event WASD finds deficiencies in the design materials, it will notify the VILLAGE of such deficiencies in writing within ten (10) business days after each submittal. The VILLAGE's Procurement and Risk Management Directors shall have the right to review WASD's comments to ensure that they comply with the VILLAGE's Code. Within thirty (30) days of the VILLAGE's receipt of WASD's notification of deficiencies, the VILLAGE will correct the deficiencies and return the corrected documents for WASD's review and approval.

(9) When the design is one-hundred percent (100%) complete, the VILLAGE shall provide WASD with a final set of coordinated design documents (the "Plans Package"). The Plans Package shall, at a minimum, include: final accepted engineering design drawings; "dry-run" permit approvals;

technical specifications and special provisions; an estimated opinion and probable construction cost, including contingency and allowance account funds for the construction of the Utility Work; and the minimum contractor qualifications. The Plans Package will also identify any and all activities and work necessary for the Utility Work, including but not limited to, clearing and grubbing; survey work; and a traffic control plan. WASD shall review and provide final acceptance in writing to the VILLAGE of the Plans Package within ten (10) business days.

(10) If the VILLAGE requests information from WASD's files, WASD shall furnish such information to the VILLAGE within ten (10) business days from the VILLAGE's request. The VILLAGE, however, shall remain solely responsible for the proper preparation of the design materials in accordance with WASD Design and Construction Standards.

d. WASD to Design Utility Work

(1) After the Mandatory Utility Meeting, if the VILLAGE and WASD agree that WASD will perform the design work, then WASD and the VILLAGE will develop a mutually agreeable timeline and coordinate their utility and roadway design efforts.

(2) WASD shall submit the Utility design materials to the VILLAGE for review and approval when the design is thirty percent (30%) complete, again when the design is sixty percent (60%) complete, and again when the design is ninety percent (90%) complete. In the event the VILLAGE finds deficiencies in the design materials, it will notify WASD of such deficiencies in writing within ten (10) business days after each submittal. Within thirty (30) days of WASD's receipt of the VILLAGE's notification of deficiencies, WASD will correct the deficiencies and return the corrected documents.

(3) Ultimately, WASD will submit to the VILLAGE a Plans Package, which shall, at a minimum, include: final accepted engineering design drawings; "dry-run" permit approvals; technical specifications and special provisions; an estimated opinion and probable construction cost, including contingency and allowance account funds for the construction of the Utility Work; and the minimum contractor qualifications. The Plans Package will also identify any and all activities and work necessary for the Utility Work, including but not limited to, clearing and grubbing; survey work; and a traffic control plan. The VILLAGE shall review and provide final acceptance in writing to WASD of the Plans Package within ten (10) business days.

(4) If WASD requests information from the VILLAGE's files, the VILLAGE shall furnish such information to WASD within ten (10) business days from

WASD's request; however, if WASD is to perform the utility design work, it shall, at all times, remain solely responsible for the proper preparation of the design materials.

e. Construction of Utility Work

(1) Upon completion of the design work by either the VILLAGE or WASD, and approval of the design work by the party who did not perform the design work, the VILLAGE will incorporate its design plans or WASD's Plans Package into a request for solicitation. WASD will receive a copy of the request for solicitation fifteen (15) business days before it is advertised and will provide its comments regarding such request for solicitation within ten (10) business days. WASD shall provide any and all procurement language required by the County that may need to be included in the VILLAGE's solicitation. This should include any COUNTY code requirements or COUNTY procurement requirements that may be necessary. Language should be included in the VILLAGE's solicitation that notifies the bidders that the Utility Work is being funded by a JPA with WASD and that funding for the Utility Work will be released after satisfactory inspection by WASD. The solicitation shall include a separate bid item for the Utility Work. The VILLAGE shall procure a contract for construction of the Project, including the Utility Work, in accordance with the VILLAGE's legal and statutory requirements.

(2) Regardless of whether the VILLAGE or WASD will be performing the construction aspect of the Utility Work, the VILLAGE and the COUNTY agree that the Facilities shall, at all times, remain the property of the COUNTY. In addition, regardless of whether the VILLAGE or WASD will be performing the construction aspect of the Utility Work, the VILLAGE agrees to consult with WASD and get WASD's approval of the sequence of construction for the Project(s).

(3) VILLAGE to Construct Utility Work

(i) Before the VILLAGE selects a contractor from the bids received in response to the request for solicitation, WASD shall have an opportunity to review the Utility Work portion of the bids for balance and shall have the right to recommend and/or provide comments/evaluation to the VILLAGE as to which contractor should receive the award.

(ii) If the portion of the bid of the contractor selected by the VILLAGE for performance of the Utility Work is within ten (10) percent of the cost estimate provided in the Plans Package and agreed to by the VILLAGE and WASD in advance of the publication of the request

for solicitation, the VILLAGE will prepare, execute and forward to WASD two (2) originals of the JPA for the construction aspect of the Utility Work. WASD will execute the JPA and return a copy to the VILLAGE within ten (10) business days of its receipt of the VILLAGE's executed JPA. If the bid of the contractor selected by the VILLAGE for the performance of the Utility Work is more than ten (10) percent of the cost estimate provided in the Plans Package and agreed to by the VILLAGE and WASD in advance of the publication of the request for solicitation, WASD shall have up to 30 days to work with the VILLAGE and the contractor to try to negotiate the price. If at the conclusion of the 30-day negotiation period, the bid for the Utility Work has not been brought down to an acceptable number to WASD, WASD shall have the right to reject the bid for the Utility Work and take over construction of the Utility Work itself.

(iii) Immediately upon award of the contract for the construction aspect of the Project, WASD will receive notice of the award from the VILLAGE and will provide the funds to the VILLAGE in accordance with the terms of the executed construction JPA.

(iv) The VILLAGE's contractor shall begin construction on the Project, including the Utility Work, once a Notice to Proceed has been issued by the VILLAGE.

(v) The VILLAGE shall obtain all necessary permits and utility adjustments and will coordinate the review of construction documents by the utilities and permitting agencies. The VILLAGE shall obtain all necessary permits for the Project, including the Utility Work, in accordance with applicable state, federal and local laws and ordinances. WASD will use good faith efforts to assist the VILLAGE in expeditiously obtaining all permits from COUNTY departments.

(vi) WASD shall fully cooperate with the VILLAGE's contractor in all matters relating to the performance of the Utility Work.

(vii) WASD shall perform all construction inspections, testing and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package or the VILLAGE's designs. When the Utility design work was completed by the VILLAGE, the VILLAGE shall be responsible for reviewing contractor- furnished engineering submittals and will provide its written acceptance of the submittals to WASD for its review and approval. When the Utility design work was completed by WASD, WASD shall be responsible

for reviewing contractor-furnished engineering submittals and will provide its written acceptance of the submittals to the VILLAGE for its review and approval. Except for the inspection, testing, monitoring and reporting to be performed by WASD, the VILLAGE will perform all contract administration for its contract.

(viii) The VILLAGE's engineer has full authority to supervise the Project. The VILLAGE's engineer shall confer with WASD when any adjustments and/or changes to the Plans Package or the VILLAGE's designs affect the Utility Work portion of the Project. If WASD does not agree with the adjustments/changes proposed by the VILLAGE's engineer, WASD will provide the VILLAGE with an explanation from its engineer based on the WASD Standard Utility Specifications, which Specifications will ultimately control in the event of any disagreements related to adjustments or changes to the Plans Package and are available on the WASD website or by request.

(ix) Change Orders related to Utility Work are subject to review and approval of WASD prior to any compensation to the Contractor.

(x) The VILLAGE's Contractor will be required to provide a payment and performance bond in accordance with Florida Statute Section 255.05 that includes the COUNTY as an additional named party on the bond. The VILLAGE's Contractor will also be required to provide a one-year maintenance bond (one-year from the date of completion and final inspection of the work), which bond shall name and benefit the COUNTY directly.

(4) WASD to Construct Utility Work

(i) If the portion of the bid of the contractor selected by the VILLAGE for performance of the Utility Work exceeds the cost estimate agreed to by the VILLAGE and WASD by more than ten (10) percent, WASD may decline to enter into a JPA with the VILLAGE for the construction aspect of the Utility Work. WASD will notify the VILLAGE that it will not enter into a JPA for the construction work in writing within fourteen (14) days of its receipt of the bid/contractor materials.

(ii) If WASD elects to perform the construction of the Utility Work, WASD shall proceed with the construction, as set forth in the Plans Package or the VILLAGE's designs, within fourteen (14) days of its notification to the CITY in writing of its choice to forgo the JPA for

construction of the Utility Work and its intent to proceed with the work itself.

(iii) If WASD is to perform the construction, WASD shall be responsible for obtaining all necessary permits and will coordinate the review of construction documents by the utilities and permitting agencies. The VILLAGE will use good faith efforts to assist WASD in expeditiously obtaining all permits from VILLAGE departments.

f. Cost of Utility Work

(1) The Utility Work will be performed at the sole cost and expense of WASD, unless WASD is entitled to reimbursement or funding for the Utility Work from another source, including but not limited to, the following circumstances (collectively, "Reimbursable Work") :

- when the Project is federal aid eligible, meaning 50% or more of the Utility Work is for existing facilities;
- when a written agreement incidental to a right-of-way acquisition process requires the VILLAGE to compensate WASD for the costs of any subsequent relocation of the Facilities; or
- when WASD holds a compensable land interest under Florida condemnation law in the existing location of the Facilities at the time of the Project.

(2) Failure of WASD to provide documentation for the basis to obtain reimbursement under one of the bulleted scenarios in provision 3(f)(1) above before it makes payment to the VILLAGE shall result in the Utility Work being deemed non-reimbursable.

(3) WASD shall be responsible for all reasonable and necessary costs of the portion of Utility Work that is WASD's responsibility and all costs associated with any adjustments or changes to the Utility Work that conform to the WASD Standard Utility Specifications and are determined by the VILLAGE's engineer to be necessary, including but not limited to, the cost of changing the Plans Package or the VILLAGE's designs and the increase in the cost of performing the Utility Work, unless such adjustments and changes are necessitated by an error or omission of the VILLAGE; however, WASD shall not be responsible for any costs that exceed ten (10) percent above the probable construction cost, unless such additional costs are a direct result of a change to WASD's Standard Utility Specifications, or a change in scope of work initiated by WASD, after the design was completed or construction has begun. The VILLAGE shall not bear the burden of costs related to unforeseen construction conditions that may arise. After the Contingency/Allowance Fund (which may be used in accordance

with the provisions of Paragraph 3(f)(5) below) has been depleted, no additional funds will be available from WASD or the COUNTY for completion of the Project and the costs for completion of the Utility Work will become the sole responsibility of the VILLAGE and/or its contractor. Additionally, WASD shall not be responsible for the cost of delays caused by such adjustments or changes unless such changes or adjustments are as a result of errors or omissions made by WASD.

(4) The JPA for the VILLAGE's construction of the Utility Work shall specify the manner and, where applicable, the percentage of payment from the COUNTY. The JPA for the CITY's construction of the Utility Work shall also specify the amounts set aside for Allowance and Contingency accounts.

(5) Upon final payment by the VILLAGE to its contractor, the VILLAGE will have its final and complete accounting of all costs incurred in connection with the work performed on the Project, including the Utility Work completed. The VILLAGE shall provide the COUNTY with Final Releases from the Contractor. All project cost records and accounts shall be available to WASD for a period of three (3) years after the final close of the Project for purposes of review and audit.

(6) Within thirty (30) days after the final close-out of the Project, the VILLAGE will notify WASD of the final cost of the Utility Work. In the event the final cost of the Utility Work is less than the total of deposits by WASD in connection with the Project, a refund of the excess will be made by the VILLAGE to WASD within sixty (60) days of the final close-out.

4. Claims Against the Parties Related to Utility Work

a. In the event the VILLAGE's contractor submits a notice of intent to make a claim against the VILLAGE related to the Utility Work being constructed by WASD, the VILLAGE will notify WASD of the notice of intent to make a claim, and WASD will cooperate with the VILLAGE in analyzing and resolving the claim. In addition, upon notification of the contractor's notice of intent, WASD will keep and maintain daily field reports and records related to the intended claim.

b. In the event the VILLAGE's contractor submits a notice of intent to make a claim against the VILLAGE related to the Utility Work being constructed by the VILLAGE, the VILLAGE will notify WASD of the notice of intent to make a claim, and WASD will cooperate with the VILLAGE in analyzing and resolving the claim. In addition, upon notification of the contractor's notice of intent, the VILLAGE will keep and maintain daily field reports and records related to the intended claim.

c. After the VILLAGE and WASD have analyzed all contractor claims, each party will be responsible for paying its respective liability for its portion of any claim as

determined by the analysis by the VILLAGE and WASD. However, each party reserves all rights and defenses to any such claims.

5. Compliance with the Law

The VILLAGE and the COUNTY shall each comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project, including the Utility Work. Neither the VILLAGE nor the COUNTY shall unlawfully discriminate in the performance of their respective duties under this Agreement.

Moreover, whenever COUNTY funds are used, the VILLAGE agrees to comply with applicable COUNTY procurement requirements and regulations, including but not limited to, the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). The VILLAGE also agrees to comply with the COUNTY's Ordinance 2-1076 regarding the Inspector General. Specifically, the VILLAGE agrees to abide by the applicable contract measure recommendation(s) established by the Department of Business Development Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by the COUNTY's Department of Small Business Development (SBD). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and require reports and documentation related to the Miami-Dade County Code.

6. Force Majeure

Neither the COUNTY nor the VILLAGE shall be liable for any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of the COUNTY or the VILLAGE, and such an act shall not constitute a breach of this Agreement on the part of the COUNTY or the VILLAGE. Additionally, neither the COUNTY nor the VILLAGE shall be liable to the other entity, its agents, its inhabitants or its customers for any damage resulting from such act or its consequences. As used herein, force majeure shall mean an act of God, which includes but is not limited to: sudden, unexpected or extraordinary forces of nature, such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the COUNTY or the VILLAGE and shall include but not be limited to: strikes; lockouts; other industrial disturbances; wars; blockages; acts of terrorism; insurrections; riots; federal, state county and local governmental restrictions, regulations and restraints; military action; civil disturbances; explosions; and conditions in federal, state, county and local permits.

7. Dispute Resolution

The COUNTY and the VILLAGE shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade County, Florida. Each party will bear its own attorneys' fees and costs.

8. Default

If either the VILLAGE or the COUNTY fails to perform its obligations under this Agreement or any project-specific JPA between the VILLAGE and COUNTY, the non-defaulting party shall be entitled to reimbursement in full of all documented costs it has expended in connection with the Utility Work. Moreover, in accordance with the provisions of Paragraph 7 above, the non-defaulting party may, but is not required to, seek specific performance against the defaulting party. Further, any payments that have been made as of the date of default by the non-defaulting party, including all Contingency/Allowance Funds, deposits, etc., shall be refunded in full.

9. Entire Agreement, Amendments, Joint Preparation, Severability

a. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, with the exception of the individual JPAs to be entered into on a Project by Project basis.

b. No modifications, amendments or alterations in the terms herein shall be effective unless made in writing, approved and signed by all parties hereto.

c. Additionally, the VILLAGE and the COUNTY acknowledge that this Agreement was prepared jointly, and each party had an opportunity to seek and receive whatever advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The language agreed to expresses their mutual intent, and, as a matter of judicial construction, the resulting document shall not be construed more severely against one of the parties.

d. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the VILLAGE or the COUNTY elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within ten (10) business days after the finding by the court becomes final.

10. Notice

a. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, electronic mail, hand delivery or overnight delivery and shall be deemed to have been received by the end of five business days

from the proper sending thereof unless proof of prior actual receipt is provided. The parties shall have a continuing obligation to keep one another apprised of the appropriate persons for notices to be sent to pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

(1) If to the COUNTY/WASD:
Miami-Dade Water & Sewer Department
Attn: Director
3071 S.W. 38th Avenue, 5th Floor
Miami, FL 33146

With a copy to:
Miami-Dade County
Attn: County Attorney
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

(2) If to the VILLAGE:
Village of Key Biscayne
Attn: Village Manager
3500 Pan American Drive
Miami, FL 33133

With copies to:
City of Miami
Attn: City Attorney
444 S.W. 2nd Avenue, Suite 945
Miami, FL 33130

City of Miami
Attn: Director of Public Works
444 S.W. 2nd Avenue, Suite 325
Miami, FL 33130

11. Term

This Agreement shall be and remain in full force and effect for a period of ten (10) years from the Effective Date of this Agreement, provided, however, that this Agreement may be terminated at any time. If either party wishes to terminate this Agreement, that party must provide thirty (30) days' notice to the other party. If one of the parties seeks to terminate this Agreement, all projects that have been proceeding pursuant to the terms of this Agreement will survive and be completed in accordance with the Agreement's terms.

12. Miscellaneous

The VILLAGE and the COUNTY agree that time is of the essence in the performance of all obligations under this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

BY: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
County Mayor

Approved by County Attorney
as to form and legal sufficiency

_____
County Attorney

ATTEST:

By: _____
Village Clerk

THE VILLAGE OF KEY BISCAYNE

By: _____
Village Manager

_____
Printed Name

Approved as to Form
and Legal Sufficiency:

_____
Village Attorney

EXHIBIT A

VILLAGE OF KEY BISCAYNE & MIAMI-DADE COUNTY
JOINT PARTICIPATION AGREEMENT

Village of Key Biscayne Project No. ____

Miami-Dade Water & Sewer Department Project No. _____

Location: _____

Date of Work: _____

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the Village of Key Biscayne (the "VILLAGE") and Miami-Dade County (the "COUNTY"),

WITNESSETH:

WHEREAS, on or about _____, the VILLAGE and the COUNTY entered into an Interlocal Master Agreement, which was approved through VILLAGE Resolution _____ and COUNTY Resolution _____; and

WHEREAS, the Interlocal Master Agreement provides the overall governing terms of the relationship and protocol for the VILLAGE and the COUNTY to follow when they wish to enter into a Joint Participation Agreement ("JPA") in those instances where the VILLAGE intends to engage in a project will involve roadway and stormwater system improvements and/or installation of various underground utilities (the "Project") and the COUNTY has utility facilities that must be protected, relocated, installed, adjusted or removed within the public road or area that the VILLAGE intends to improve through the Project,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and consistent with the terms of the Interlocal Master Agreement, the VILLAGE and the COUNTY hereby agree as follows:

1. The VILLAGE shall perform the:

_____ Design

_____ Construction

of the Utility Work to be done by the VILLAGE in connection with its Project located at _____(approximate address)____ to be performed in or around ____(month)__, __(year)__.

2. _____ As indicated in Paragraph 1 above, the VILLAGE is to perform the design work for the Utility Work. Accordingly, consistent with Paragraph (3)(c)(7) of the Interlocal Master Agreement, the COUNTY shall pay the VILLAGE a lump sum for the design work within sixty (60) days of the COUNTY's receipt of an invoice from the VILLAGE for the design costs as agreed to based on the design cost proposal provided to the COUNTY by the VILLAGE within two (2) weeks of the Mandatory Utility Meeting.

3. _____ As indicated in Paragraph 1 above, the VILLAGE is to perform the construction of the Utility Work. Based on the cost estimate agreed to by the VILLAGE and the COUNTY in advance of selection of the Contractor, the COUNTY agrees to pay: (a) ___ % of the estimated total cost of the construction portion of the Utility Work for an Allowance account to include the mobilization of equipment for Utility Work and additional maintenance of traffic costs for the Utility Work; (b) ____% of the estimated total cost of the construction portion of the Utility Work for a Contingency Fund, which fund shall be dedicated to cover changes to the Utility Work during construction; and (c) a prorated share of the administrative costs for the Utility Work, which amount shall be 1% of the total estimated cost of the Utility Work.

4. _____ As indicated in Paragraph 1 above, the VILLAGE is to perform the construction of the Utility Work. Accordingly, consistent with Paragraph (3)(f)(4) of the Interlocal Master Agreement, the COUNTY agrees that payments shall be made to the VILLAGE for the construction work in the following manner or at the following times:

_____ Lump Sum

_____ Percentage at completion of phases of construction based on submission of invoice from the VILLAGE and review by COUNTY, which payments shall be made by the COUNTY within sixty (60) days of receipt of VILLAGE invoice

Initial Payment of _____ % at start of Project

First payment at _____ % of completion

Second payment at _____ % of completion

Third payment at _____ % of completion

Final payment at _____ % of completion

5. _____ As indicated in Paragraph 1 above, the VILLAGE is to perform the construction of the Utility Work and the COUNTY is to pay the VILLAGE for that work in the manner indicated in Paragraph 3; however, for the Utility Work related to this Project, the

COUNTY is entitled to reimbursement from _____. The documentation related to the COUNTY's basis for the reimbursement is attached hereto as Exhibit 1.

6. _____ As indicated above, the VILLAGE is to perform the construction of the Utility Work; however, the COUNTY will need to complete connection of the Utility Work to the COUNTY's existing system.

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS	Approved by County Attorney as to form and legal sufficiency
_____	_____
County Mayor or Mayor's Designee	County Attorney
VILLAGE OF KEY BISCAYNE, a municipal corporation of the State of Florida.	APPROVED AS TO FORM AND CORRECTNESS:
_____	_____
Village Manager	Village Attorney

EXHIBIT B

SAMPLE LETTER OF INTENT TO PROCEED WITH PROJECT

Date

VIA HAND-DELIVERY
Miami-Dade Water & Sewer Department
Attn: Director
3071 S.W. 38th Avenue, 5th Floor
Miami, FL 33146

Re: Village of Key Biscayne's Intent to Proceed with Project at Location Identified Below

Dear Director:

On ____(date)_____, a Mandatory Utility Meeting was conducted between the designees from the Village of Key Biscayne (the "Village") and the Miami-Dade Water & Sewer Department (the "Department") in order to discuss the possibility of entering into a design, construction or design/construction Joint Participation Agreement for work to be done at _____(approximate address)_____ on or around __(date)___ (the "Project"). At the conclusion of the meeting, the Department opted to perform its own design work for the Utility Work needed at the Project.

In light of the expense the Department will incur in performing such design work, the Village hereby acknowledges to the Department, pursuant to the authority granted to it through Village of Key Biscayne Resolution _____, that it intends to proceed with the Project in accordance with (1) the schedule set forth in the list of Projects provided to the Department as well as (2) the discussion held at the Mandatory Utility Meeting.

In the event the Village fails to go forward with the Project for any reason after the date of this letter, the Village agrees that it will reimburse the Department for fifty percent (50%) of the costs incurred by the Department for the design of the Utility Work through and including the date that the Village provides written notice to the Department of its termination or rescheduling by more than one (1) year of the Project.

Sincerely,

Name
Village of Key Biscyne
Title

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Award for RFP No. 2022-10 – Independent External Auditing Services

RECOMMENDATION

I recommend that Council authorize the Village Manager to negotiate and award a contract with Caballero Fierman Llerena and Garvia LLP ("CFLG"), the highest ranked bidder for independent external auditing services for FY22/23 & FY23/24 with 2 one-year options for renewals.

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 Village has embarked on an effort to competitively bid out many of its purchases of goods and services. Marcum LLP (formerly Rachlin, LLP) has served as the Village of Key Biscayne's independent auditor since at least 1992. There have been no issues with Marcum's performance, however since the services had not been competitively procured for many years, the decision was made to issue a Request for Proposals (RFP) for professional auditing services, with an initial three-year contract term and two optional one-year extensions. The RFP was issued in accordance with Florida Statute §218.391 and the State of Florida Auditor General's Auditor Selection and Auditor Selection Committee Guidance issued in September 2021.

The Audit Committee issued RFP 2022-10, Independent External Auditing Services on May 4, 2022. The RFP was posted to the Village's website, the DemandStar and Bonfire bidding platforms and notifications were sent directly to six local auditing firms.

To qualify for award, prospective Proposers were required to:

A. Certify that they are qualified and licensed to provide auditing services and practice in the State of Florida.

B. Provide documentation verifying a minimum of five (5) years' experience in satisfactorily providing the proposed services to local municipalities.

C. Provide documentation that the principals of the firm have performed continuous certified public accounting (CPA) services for a minimum of five (5) years.

D. Provide documentation that the Proposer is a member of the American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants, Government Finance Officers Association and Florida Government Finance Officers Association.

E. Provide documentation verifying that all assigned professional personnel have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.

F. Provide a statement verifying that the Proposer is independent of the Village, as defined by generally accepted auditing standards and Government Auditing Standards.

G. Submit a copy of the two most recent external quality control review reports and letters of comment, along with a statement indicating whether the reviews included a review of specific governmental engagements.

H. Provide documentation that the manager and senior auditor have experience auditing one or more similar governments, specifically as to size and services provided, where all applicable Governmental Accounting Standards Board Statements have been implemented.

I. Provide documentation that the manager and senior auditor have experience performing a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the provisions of OMB Uniform Guidance, Audits of State and Local Governments; and the Rules of the Auditor General of the State of Florida.

J. Have a physical local office presence, with the expectation that the lead auditor will be operating out of the local office location for the duration of the audit.

On June 1, 2022, four (4) proposals were received from the following firms:

1. Caballero Fierman Llerena & Garcia LLP
2. Keefe McCullough
3. Marcum, LLP
4. MSL, P.A.

An Evaluation Committee was appointed, comprised of the following members:

1. Councilmember Ed London (chair)
2. Marie Arteaga-Narino, Finance Director, Village of Pinecrest
3. Desmond Chin, Finance Director, Village of Palmetto Bay

Procurement performed a due diligence review of the proposals for responsiveness and found no material defects in the proposals, nor in the Proposers' qualifications. Each Proposer has been in business for more than 5 years, they are appropriately licensed to do the work, and provided the requested certifications and references. Procurement did not find any issues that would indicate any proposer was incapable of performing the services.

The Evaluation Committee was provided the responsive proposals and met on July 7, 2022, for an initial scoring and ranking of the proposals. At the conclusion of this meeting, the Evaluation Committee established the following ranking and recommended that the top ranked firm be

awarded a contract:

1. Caballero Fierman Llerena & Garcia LLP
2. MSL, P.A.
3. Keefe McCullough
4. Marcum, LLP

Based on the Evaluation Committee's established ranking, it is recommended that the Village Manager proceed to execute a contract with the top-ranked firm, Caballero Fierman Llerena & Garcia LLP. In the event an agreement cannot be reached, it is further recommended that the Village Manager proceed with negotiations with each of the next highest-ranked bidder until an agreement can be reached.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR INDEPENDENT EXTERNAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED $174,000 OVER THREE (3) YEARS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") wishes to engage an independent auditor to provide external auditing services (the "Services"); and

WHEREAS, in accordance with Section 218.391, Florida Statutes, the Village established an auditor selection committee (the "Committee") to competitively procure the Services; and

WHEREAS, on May 4, 2022, the Committee issued Request for Proposals ("RFP") No. 2022-10 for the Services; and

WHEREAS, four (4) sealed proposals were received by the RFP deadline; and

WHEREAS, after review and evaluation of the proposals submitted, the Committee short-listed three firms and ranked Caballero Fierman Llerena & Garcia, LLP (the "Consultant") as the lowest, most responsive, and responsible firm that provides the best value to the Village for the Services; and

WHEREAS, pursuant to Section 218.391(4), Florida Statutes, the Village Council desires to select the Consultant to perform the Services and authorize the Village Manager to negotiate and execute an agreement, in substantially the form attached hereto as Exhibit "A," with the Consultant in an amount not to exceed $158,000 over three (3) years; and

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

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

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

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

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed $158,000 over three (3) years, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

CABALLERO FIERMAN LLERENA & GARCIA, LLP

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **CABALLERO FIERMAN LLERENA & GARCIA, LLP** (hereinafter, the "Consultant").

WHEREAS, the Village desires to engage an independent auditor to provide external auditing services (the "Services"); and

WHEREAS, in accordance with Section 218.391, Florida Statutes, the Village established an auditor selection committee (the "Committee") to competitively procure the Services; and

WHEREAS, pursuant to the recommendation of the Committee, on August 23, 2022, the Village Council adopted Resolution No. 2022-XX, selecting the Consultant to perform the Services in an amount not to exceed $174,000 over three (3) years; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Scope of Services attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

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

1. **Scope of Services.**

1.1. Consultant shall provide the Services set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for [X] additional [Y] year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be in accordance with the Fee Schedule attached hereto as Exhibit "B." Consultant shall be compensated a flat rate, lump sum fee in the amount of $55,000 for fiscal year 2022, $58,000 for fiscal year 2023, and $61,000 for fiscal year 2024, for a total not to exceed of $174,000 for fiscal years 2022 through 2024.

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Contractor's invoices must contain the following information for prompt payment:

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. **Subconsultants.**

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. **Termination.**

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business

Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

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

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

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

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records:	**Jocelyn B. Koch**
Mailing address:	**88 West McIntyre Street**
	Key Biscayne, FL 33149
Telephone number:	**305-365-5506**
Email:	**jkoch@keybiscayne.fl.gov**

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

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

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

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:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Allison McCormick
Edward London
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Federal Lobbyist and Maritime and Coastal Advisors

RECOMMENDATION

I recommend the Council authorize the Village Manager to execute two (2) separate agreements. The first is with Thorn Run Partners for $6,000 per month to provide federal lobbying services and dedicated support in pursuit of federal assistance for resilience and shoreline protection solutions. The second is with Akerman, LLP for $550 per hour and an amount not to exceed $5,000 per month to deliver professional maritime and coastal advice for beach renourishment, shoreline protection and other resilience initiatives. Funding will be placed in the FY23 Proposed Village Manager's Budget.

Ackerman, LLP technical, permitting and agency advice and support will be as follows but not be limited to:

- Bayside and oceanside shoreline protection,
- Environmental support related to nearshore waters,
- Water quality considerations related to stormwater drainage system upgrade,
- Implementation of seawall and living shorelines solutions

Thorn Run Partners, LLC legislative support will be as follows but not be limited to:

- Monitor legislative action and activities at the federal level,
- Represent and advance the Village's goals, objectives and interests before the United States Government officials and the Legislature,
- Assist Village in the pursuit of federal grant and program funding,
- Represent and advance the Village's goal before Federal departments and agencies, in particular the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency

BACKGROUND

Thorn Run Partners, LLC and Ackerman, LLP have been assisting the Village in developing a long-term federal, state and local strategy to obtain financial assistance with, and regulatory approval of, maritime, coastal and resilience initiatives. Both firms have served a critical role in supporting the Village efforts to be included in the Miami-Dade County Coastal Storm Risk Management (CSRM) Feasibility Study, which is required to participate in the 50-year Federal Shoreline Protection program. The Village was included in the U.S. Army Corps of Engineers (USACE) Feasibility study and a Selected Plan was developed for the oceanside shoreline. However, due to inundation vulnerabilities from the bayside of the island identified during completion of the feasibility study, USACE determined that an additional study of the back-bay would be required to develop a comprehensive shoreline protection for Key Biscayne. In response, the Village, in coordination with both professional firms, was able to have USACE recognize the need for a back-bay study leading to a whole of island shoreline protection solution. Furthermore, the Village has gained full support from Miami-Dade County ("County") as the Local Project Sponsor and from the Village's Congressional Delegation. USACE indicated that there is a strong path for the Village to secure a back-bay study independent but associated to the County. To that end, both the County and the Village have committed to providing the requisite cost sharing while both Thorn Run Partners and Akerman remain critical to successfully navigating the complex Congressional authorization and appropriations processes.

The Village and both firms are currently collaborating aggressively with agencies at the County, State and Federal level to ensure that Key Biscayne is included in the FY23 USACE Work Plan as well as subsequent Water Resources Development Act appropriations legislation. The existing contract with both firms is expiring, and it is imperative for the Village to continue retaining the current team of lobbyists and advisors to keep the pressure on and continue being considered for inclusion in the 50-year federal shoreline protection program.

The staff negotiated the man-hour estimates and rates for each consultant and finds the estimates fair and reasonable, as the costs of both contracts is the same as it was three years ago at the beginning of the agreement.

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

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING THORN RUN PARTNERS, LLC FOR LOBBYING SERVICES RELATING TO BEACH NOURISHMENT AND OTHER RESILIENCE INITIATIVES IN AN AMOUNT NOT TO EXCEED $72,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") wishes to engage a lobbyist with respect to beach nourishment and other resilience initiatives, as needed (the "Services"); and

WHEREAS, the Village wishes to continue its professional relationship with Thorn Run Partners, LLC (the "Consultant") to perform the Services; and

WHEREAS, pursuant to 2-87 of the Village Code of Ordinances, the Services to be provided by the Consultants are exempt from the Village's competitive bidding procedures; and

WHEREAS, the Village Council desires to select the Consultant to perform the Services and authorize the Village Manager to enter into an agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $72,000 (the "Agreement"); and

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

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

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

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

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed $72,000 annually, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

THORN RUN PARTNERS, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **THORN RUN PARTNERS, LLC**, a Florida Foreign Limited Liability Company (hereinafter, the "Consultant").

WHEREAS, the Village wishes to engage the Consultant to monitor legislative action and activities at the federal level and to represent and advance the Village's goal, objectives and interests before the United States Executive and Legislative branches and Federal departments and agencies; and

WHEREAS, the Consultant has agreed to provide the Village with professional lobbying services in accordance with the terms provided herein, all as further set forth in the Scope of Services, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the Deliverables as specified below.

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

1. **Scope of Services.**

   1.1. Consultant shall provide the Services set forth in the attached Exhibit "A" which is incorporated herein by reference (the "Services").

   1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall remain in effect from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Consultant shall be compensated a flat rate, lump sum fee in the amount of $6,000.00 per month. Subject to the written approval of the Village Manager, the Consultant may be reimbursed for Lobbyist registration fees incurred during the performance of the Services.

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Contractor's invoices must contain the following information for prompt payment:

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

7.2. The Consultant shall not be prohibited from representing or providing like services to persons or entities other than the Village so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

7.3. The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources and efforts necessary to fulfill its obligations to the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop rendering Services unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Village shall be obligated to compensate the Consultant only for the pro-rated monthly compensation incurred up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be

afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion,

sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida, or, if in Federal Court, the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

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

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements.

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

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records:	**Jocelyn B. Koch**
Mailing address:	**88 West McIntyre Street**
	Key Biscayne, FL 33149
Telephone number:	**305-365-5506**
Email:	**jkoch@keybiscayne.fl.gov**

17. Nonassignability, Non-Exclusivity.

17.1. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires. Specifically, the Village is relying upon Jim Davenport, who is designated by the Consultant as the primary point of contact and principal performer of the Services under this Agreement. In the event that the aforementioned individual can no longer perform the Services under this Agreement, this Agreement shall automatically terminate.

17.2. The Consultant hereby acknowledges that this Agreement is non-exclusive as to the Services being provided and generally any lobbying the Village may have done on its behalf. The Village reserves the right to hire one or more additional individuals and/or firms to represent its interests and otherwise provide lobbying consulting services before the federal government. So as to maximize the benefit to the Village, the Village Manager and/or designee shall coordinate representation effort by multiple lobbying professionals.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

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

from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

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:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the "Services". Specifically, Consultant's Services shall include, but not be limited to, the following:

1. The Consultant agrees to monitor and report on federal legislation, activities, policies and/or programs of interest to the Village, including those related to the Village and/or which may impact the Village.
2. Consultant will advise and provide government relations and public affairs related services to the Village on issues affecting the Village, and work with appropriate policy makers in the United States Executive and Legislative Branches to facilitate the Village's agenda. In this role, Consultant shall also assist the Village in its planning, establishing priorities among its objectives, and developing and implementing strategic plans.
3. The Consultant agrees to provide consulting and representative services for the Village on specific matters before the United States Executive and Legislative Branches and Federal departments and agencies, as specified herein, and as may be requested or directed and authorized by the Village Manager, from time to time. The Consultant shall duly register before each governmental entity as applicable before engaging in any lobbying activities. The Village shall complete any and all forms necessary to comply with applicable lobbyist registration requirements.
4. Consultant will support the Village through the USACE beach and back-bay feasibility study process including assistance with appropriations, design, construction, operations, maintenance, and repair over the life of the project. Support will require engagement with federal and at times, state and local government officials and legislators for necessary support during authorization and appropriations.
5. Consult and advise, as requested, on Federal budget processes, grant programs, regulatory programs and legislation, including, but not limited to:

    4.1 Developing strategies to obtain and maximize funding for all Federal programs important to the Village;

    4.2 Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies and departments;

    4.3 Securing appropriate authorizations and funding from the United States Congress and Federal agencies and departments to implement the Village· s projects:

    4.4 Maintaining direct and frequent contact with key United States Senators, Representatives and Federal agencies and departments;

    4.5 Advocating Village interests during the United States legislative and regulatory process; and

    4.6 Providing the Village with a written report of activities.
6. Assist the Village in identifying, developing and securing funding for projects, including transportation, wastewater, water, capital improvements and infrastructure projects within the Village, and agricultural runoff issues.
7. Report to the Village Manager and Village Council during budget seasons and other periods during which specific appropriations and/or policy legislation relevant to the Village are being considered and addressed by the United States Executive and Legislative Branches and/or Federal agencies and departments.

8. Arrange, facilitate and host all necessary and appropriate meetings by Village officials with the members and representatives of Congress and representatives of Federal agencies and departments.
9. Attend staff meetings. workshops or Village Council meetings at the Village Manager's and/or Village Council's request.
10. Provide ancillary services such as relaying news articles, legislative analyses and important governmental announcements relevant to the Village's goals, objectives, and interests.

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Allison McCormick
Edward London
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Federal Lobbyist and Maritime and Coastal Advisors

RECOMMENDATION

I recommend the Council authorize the Village Manager to execute two (2) separate agreements. The first is with Thorn Run Partners for $6,000 per month to provide federal lobbying services and dedicated support in pursuit of federal assistance for resilience and shoreline protection solutions. The second is with Akerman, LLP for $550 per hour and an amount not to exceed $5,000 per month to deliver professional maritime and coastal advice for beach renourishment, shoreline protection and other resilience initiatives. Funding will be placed in the FY23 Proposed Village Manager's Budget.

Ackerman, LLP technical, permitting and agency advice and support will be as follows but not be limited to:

- Bayside and oceanside shoreline protection,
- Environmental support related to nearshore waters,
- Water quality considerations related to stormwater drainage system upgrade,
- Implementation of seawall and living shorelines solutions

Thorn Run Partners, LLC legislative support will be as follows but not be limited to:

- Monitor legislative action and activities at the federal level,
- Represent and advance the Village's goals, objectives and interests before the United States Government officials and the Legislature,
- Assist Village in the pursuit of federal grant and program funding,
- Represent and advance the Village's goal before Federal departments and agencies, in particular the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency

BACKGROUND

Thorn Run Partners, LLC and Ackerman, LLP have been assisting the Village in developing a long-term federal, state and local strategy to obtain financial assistance with, and regulatory approval of, maritime, coastal and resilience initiatives. Both firms have served a critical role in supporting the Village efforts to be included in the Miami-Dade County Coastal Storm Risk Management (CSRM) Feasibility Study, which is required to participate in the 50-year Federal Shoreline Protection program. The Village was included in the U.S. Army Corps of Engineers (USACE) Feasibility study and a Selected Plan was developed for the oceanside shoreline. However, due to inundation vulnerabilities from the bayside of the island identified during completion of the feasibility study, USACE determined that an additional study of the back-bay would be required to develop a comprehensive shoreline protection for Key Biscayne. In response, the Village, in coordination with both professional firms, was able to have USACE recognize the need for a back-bay study leading to a whole of island shoreline protection solution. Furthermore, the Village has gained full support from Miami-Dade County ("County") as the Local Project Sponsor and from the Village's Congressional Delegation. USACE indicated that there is a strong path for the Village to secure a back-bay study independent but associated to the County. To that end, both the County and the Village have committed to providing the requisite cost sharing while both Thorn Run Partners and Akerman remain critical to successfully navigating the complex Congressional authorization and appropriations processes.

The Village and both firms are currently collaborating aggressively with agencies at the County, State and Federal level to ensure that Key Biscayne is included in the FY23 USACE Work Plan as well as subsequent Water Resources Development Act appropriations legislation. The existing contract with both firms is expiring, and it is imperative for the Village to continue retaining the current team of lobbyists and advisors to keep the pressure on and continue being considered for inclusion in the 50-year federal shoreline protection program.

The staff negotiated the man-hour estimates and rates for each consultant and finds the estimates fair and reasonable, as the costs of both contracts is the same as it was three years ago at the beginning of the agreement.

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

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING AKERMAN, LLP FOR LOBBYING SERVICES RELATING TO BEACH NOURISHMENT AND OTHER RESILIENCE INITIATIVES IN AN AMOUNT NOT TO EXCEED $60,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") wishes to engage a lobbyist with respect to beach nourishment and other resilience initiatives, as needed (the "Services"); and

WHEREAS, the Village wishes to continue its professional relationship with Akerman, LLP (the "Consultant") to perform the Services; and

WHEREAS, pursuant to 2-87 of the Village Code of Ordinances, the Services to be provided by the Consultant are exempt from the Village's competitive bidding procedures; and

WHEREAS, the Village Council desires to select the Consultant to perform the Services and authorize the Village Manager to enter into an agreement with the Consultant for the Services in an amount not to exceed $60,000.

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

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

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

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

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute an agreement with the Consultant in an amount not to exceed $60,000annually, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

akerman

Spencer Crowley

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131

T: 305 374 5600
F: 305 374 5095

August 8, 2022

Via Electronic Mail
Village of Key Biscayne Village Council
88 West McIntyre Street
Key Biscayne, FL 33149

Re: Engagement Letter – Advocacy Related to Beach Nourishment

Dear Sir or Madam:

We are pleased that you have engaged Akerman LLP ("Akerman" or "Consultant") to represent the Village of Key Biscayne, FL ("Client" or "the Village") in the above matter. This letter provides the terms and scope of the engagement. A copy of our standard terms and conditions of engagement is enclosed for your review and is incorporated by reference and made a part of this engagement letter. In the event of any inconsistences between this engagement letter and those of the standard terms and conditions of engagement, the provisions of the engagement letter will control. If there are questions concerning this engagement letter, including our standard terms and conditions of engagement, please give us a call.

Scope of Engagement. We have been engaged by Client as follows:

The Scope of Services set forth herein shall collectively be referred to as the "Services". Specifically, Consultant will (i) support the Village through the USACE beach and back-bay feasibility study process, including assistance with appropriations, design, construction, operations, maintenance, and repair and (ii) engage with federal and at times, state and local government officials and legislators for necessary support during authorization and appropriations (the "Services"). Support to the Village will include, but not be limited to, the following:

1. The Consultant agrees to report on state and federal legislation, activities, policies and/or programs which Consultant may be aware of, and which relate to the Services.
2. The Consultant will provide legal, political and government relations advice to the Village on issues related to the Services, and will work with critical agencies at the local, regional, state and federal level to facilitate the Village's agenda related to the Services. Such critical agencies of interest include but are not limited to: 1)Miami-Dade County Department of Environmental Resource Management / Regulatory and Economic Resources (MDC-DERM/RER), 2) South Florida Water Management District (SFWMD), 3) Florida Fish and Wildlife Conservation Commission (FWC), 4) Florida Department of Environmental Protection (FDEP), 5) United States Environmental Protection Agency (USEPA), 6) National Oceanic and Atmospheric Administration (NOAA) 7)

National Marine Fisheries Service (NMFS), 8) United States Army Corps of Engineers (USACE), and 9) United States Fish and Wildlife Service (USFWS). In this role, Consultant shall also assist the Village in its planning, establishing priorities among its objectives, and developing and implementing strategic plans relayed to the Services.

3. The Consultant agrees to consult and represent the Village before the Florida State Legislature on matters related to the Services, as may be requested or directed and authorized by the Village Manager. The Consultant shall duly register before the governmental entity as applicable before engaging in any lobbying activities. The Village shall complete any and all forms necessary to comply with applicable lobbyist registration requirements.
4. The Consultant will assist the Village in identifying, developing and securing funding for projects, including but not limited to: shoreline protection projects within the Village, protection of the northwest boundary of the Village and analysis, design and construction of a submerged offshore barrier if deemed scientifically appropriate.
5. The Consultant will report to the Village Manager and Village Council during budget seasons and other periods during which specific appropriations and/or policy legislation relevant to the Village are being considered and addressed by the State Legislature and/or critical state agencies and departments.
6. The Consultant will arrange, facilitate and host all necessary and appropriate meetings by Village officials with the members and representatives of critical agencies and departments.
7. The Consultant will attend staff meetings. workshops or Village Council meetings at the Village Manager's and/or Village Council's request.

The Consultant will provide ancillary services such as relaying news articles, legislative analyses and important governmental announcements relevant to the Village's resilience goals, objectives, and interests as mentioned above or as requested by the Village Manager.

Staffing and Fees. Primary responsibility for this engagement will be assumed by Spencer Crowley. Spencer will provide his services based on a flat fee of $5,000 per month, for the period of one year, from August 2022 to August 2023.

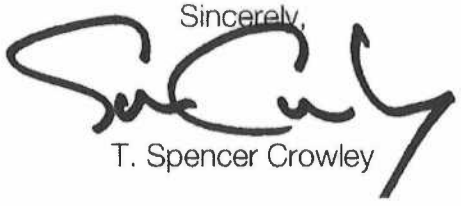
Retainer. It is normal practice for Akerman to require a retainer when undertaking new representation. In this instance, Akerman agrees to waive that requirement as a courtesy, but reserves the future right to require a retainer depending upon the scope of services anticipated.

Choice of Law. The relationship between you as Client and the Firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.

We appreciate your confidence in Akerman and look forward to working with you. This engagement letter may be signed in counterparts. Facsimile or imaged signature pages executed by the Firm and/or Client shall be effective as original signatures.

Please indicate your agreement with the foregoing by signing below and returning the signature page to us (or by sending us an e-mail that you agree to this engagement letter) so that we may commence work. By signing below or confirming via email, you agree that you have read and fully understand the foregoing and the Standard Terms and Conditions of this engagement, including the Consent to Representation of Law Firms advanced waiver on the last page of the Standard Terms and Conditions. Please call or email me if you have any questions.

Sincerely,



T. Spencer Crowley

AGREED AND ACCEPTED:

VILLAGE OF KEY BISCAYNE, FL

By: _____
Print Name

Signature:_____

Date:_____

AKERMAN LLP
STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter for which Akerman LLP ("Akerman" or "Firm") is engaged to represent "Client," as defined in the engagement letter. In the event of any inconsistencies between the terms of the engagement letter and those of these standard terms and conditions of engagement, the terms of the engagement letter will control.

Additional Terms and Conditions Regarding Scope of Engagement. The scope of Akerman's engagement is set forth in the attached engagement letter, including these standard terms and conditions of engagement, and is limited to such description. Any changes or additions to the scope of Akerman's engagement, which we would be pleased to consider, must be agreed to and memorialized in writing prior to such change or addition taking effect. An attorney-client relationship between Akerman and the Client exists during the times when Akerman is actually performing work for the Client on a particular matter. This engagement letter creates a structure for establishing future engagements and attorney-client relationships on an as-requested basis by the Client and subject to written confirmation of acceptance by Akerman. It does not create an attorney-client relationship absent an actual request by Client for representation in a particular matter and Akerman's written acceptance of representation in a particular matter. Akerman reserves the right to decline representation in a particular matter. Unless the description of the scope of Akerman's engagement in the engagement letter states otherwise, Akerman's engagement does not include responsibility for (1) review of Client's insurance policies to determine the possibility of coverage for either the matter Akerman is handling or our fees and costs; (2) notification to Client's insurance carriers about the matter; (3) advice to Client about Client's disclosure obligations concerning the matter under state or federal securities or tax laws; (4) advice about tax issues that relate to the matter; or (5) other specialized areas of law unrelated to the specific representation which the Firm has undertaken. (Akerman has very capable attorneys in these areas who would be happy to discuss the terms under which they would undertake such representation). Akerman will not provide business, investment, or accounting advice regarding the matter and we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken. Legal services provided are solely for the benefit of Client unless Akerman and Client otherwise expressly agree in writing. In addition, Client may not assign its claims handled by Akerman without the express prior written agreement of Akerman.

Exclusion of Owners, Subsidiaries, Officers, Directors, Employees and Other Affiliates. Akerman's client for purposes of the Firm's representation is the Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. Unless otherwise agreed in writing by Client and Akerman, Client agrees that Akerman's representation of Client in this matter does not give rise to a lawyer-client relationship between Akerman and any Affiliates of Client. Accordingly, unless otherwise agreed in writing by Client and Akerman, the Firm's representation of Client in this matter will not give rise to a conflict of interest in the event the Firm represents other clients adverse to a Client Affiliate in other matters. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (1) shareholders or constituent partners, members, or other equity stakeholders, (2) parent, sister, brother and subsidiary companies, (3) joint ventures, limited partnerships, general partnerships, limited liability companies, or other unincorporated entities in which Client may have an ownership interest, (4) officers, (5) directors, (6) employees, or (7) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. ***Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter,***

please do not hesitate to discuss the matter with us before signing the engagement letter. The Firm's objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by Akerman find themselves being sued or in an adverse position to another client of Akerman because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, Akerman is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

Information/Client Responsibilities. Akerman will seek to keep Client informed of the status of matters. However, Client should feel free to contact us at any time with questions and comments.

Client agrees to provide Akerman with all information that Akerman believes is necessary or appropriate to fulfill our professional responsibilities, and cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, and required court or decisional-body appearances. Client's responsibilities include the following: abiding by the engagement letter, paying bills on time, and keeping Akerman advised of Client's address, telephone number and whereabouts. Client further agrees that without Akerman's express prior written consent, Client will not use Akerman's name or the fact of its engagement in any form of advertising or solicitation of business.

Fees and Reimbursable Costs, along with applicable sales or other taxes, will be calculated and assessed for the representation of Client as follows:

Fees. Akerman will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed description and accounting of services rendered during the immediately preceding month. The "services rendered" will be broken down into two separate components: (1) legal services provided by our attorneys, paralegals and other professionals, and (2) reimbursable costs and expenses incurred by Akerman in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified in the engagement letter) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted annually and may be adjusted at other times during each year.

The time charges recorded by attorneys are not absolutes to which Akerman adheres without analysis of the time that has been spent. They serve as "benchmarks" which ordinarily are followed. Each month, before bills are submitted, a review is performed to assess the nature of the services performed for the client. In charging for our services, Akerman will consider all the factors outlined in the applicable ethical rules. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, the experience, reputation, and ability of those performing the services, any time limitations imposed, the circumstances, the amount involved and the results obtained. In the event that a court or other decisional body (such as an arbitrator) awards attorney's fees in excess of our actual billings, or such is agreed in any settlement or related transaction, it is agreed that, in addition to the amount Client is obligated to pay, Akerman will be entitled to recover the amount of such excess from the opposing party. Additionally, Akerman retains the right to recover its fees from any recovery resulting from its services.

Under certain circumstances, the Client may be entitled to recover its attorney's fees and costs from an adverse party. Because fees and costs awards are totally unpredictable, the Client expressly agrees that it is the Client's obligation under this Agreement to pay all attorney's fees and costs due Akerman, without giving any effect to the recovery of any costs and attorney's fees from any adverse party. In the event Client has paid costs and attorney's fees which are subsequently recovered from an adverse party, those amounts will be used first to pay all costs and fees due Akerman hereunder, with the balance then being paid to the

Client. The amount of the court award of costs and attorney's fees, if any, does not set or limit the attorney's fees due Akerman in any way. The collection of fees from the adverse party is an additional Akerman service, and the Client is expected to pay Akerman a further fee on the same basis as set forth in the Agreement for performing such service. In regard to any amounts which may be recovered for the Client, whether through litigation or otherwise, those amounts will be paid to the trust account of Akerman and will be used to pay all costs and attorney's fees due Akerman hereunder, with the balance then being paid to the Client.

Additionally, if in response to Client's request or by requirement of lawful process Akerman testifies; gathers and/or produces documents; responds to document hold or production requests; or responds to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to Akerman's representation of Client, Client agrees to pay Akerman its reasonable fees and costs incurred.

Although Akerman will use its best efforts to represent Client effectively, Akerman cannot guarantee success and payment of our bills is not contingent upon the outcome of the matter or the results obtained. Please let Akerman know if there are ever any questions concerning our billing or the basis of our charges.

Reimbursable Costs and Expenses. The second component of "services rendered" shown on the bill will be a summary of costs and expenses by category which includes, but is not limited to, expenses such as filing fees, court reporter fees, witness fees, deposition transcripts, court costs, expert charges, audit response letters, long distance telephone, postage, photocopy/scan/print charges, facsimile charges, secretarial and word processing overtime, video conferencing, overnight or special delivery services, research services (such as Westlaw and LEXIS), travel, lodging, meals, and costs related to the collection and imaging of records. Such expenses will be itemized on Akerman's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Due to delays in Akerman's receipt of bills for costs and expenses from third party vendors, Akerman's billing of Client may be delayed. In addition, if substantial costs are to be advanced in connection with the matter, it is Akerman's practice to obtain a retainer to cover such costs or to have them billed directly to Client for payment. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Akerman.

Employment of Additional Professionals. If Akerman deems it necessary to employ additional professionals with specialized skills and, after consultation with the Client, the Client deems it appropriate to do so, additional professionals may be employed by Akerman. In such event, where appropriate and subject to Client approval, Akerman will employ such professionals in the name of the Client. Notwithstanding the form of employment of the professional and regardless of whether the professional's invoice is addressed to Akerman or to the Client, Client is obligated to pay the fees of the professional in full, upon the rendering of a statement. Akerman reserves the right to request and obtain an additional retainer to defray the fees and expenses of professionals employed in connection with Client's matter. All fees and expenses of professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this engagement letter.

Advice about Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Right to Separate Counsel. Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this engagement letter.

Electronic Communications. The use of electronic communications ("EC") (such as email) can be an efficient means of communication, and Akerman often uses it to communicate with clients. Some clients also use instant messaging as a means

of communication. However, these electronic communications can be delayed or blocked (such as by anti-spam software) or otherwise not transmitted. Client must not assume that an email or instant message sent to Akerman was actually opened and read unless Client receives a non-automated reply message indicating that Akerman has read Client's message. Akerman may send documents or other information that is covered by the attorney-client or work product privileges using external EC. Client understands that EC is not an absolutely secure method of communication. Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize Akerman to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise Akerman in writing not to send them via EC, and Akerman will comply with Client's request.

Trust account. Under applicable law, interest on attorneys' trust accounts for clients may be payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise. Client will reimburse Akerman for the costs of such account, and Akerman will provide Client with an Advance Deposit Form where Akerman will need Client's taxpayer identification number on the signed W-9 Form. Akerman's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at Akerman's discretion.

Payment; Security for Payment. Unless otherwise specifically agreed in the engagement letter, Akerman expects payment from Client upon receipt of the bill. Prompt and full payment for Akerman's services is vital to Akerman's ability to efficiently provide legal services to all clients. By executing the engagement letter, Client agrees to pay Akerman's invoice upon receipt of the bill, unless otherwise specified in the letter. A failure to question or object to any charges within thirty (30) days after receipt of a statement will constitute Client's agreement to the statement as presented. Akerman reserves the right, in appropriate cases, to request security, including a retainer deposit, for fees and expenses. Security for fees and expenses and the determination of what will constitute acceptable collateral or who will personally guaranty payment, will be made by Akerman after consultation with the Client. In addition, applicable law may provide attorneys with liens upon materials coming into their possession to secure the payment of their fees. This retaining lien, as well as appropriate charging liens, may be asserted by Akerman in appropriate circumstances. In the event of any proceedings to enforce the provisions of this engagement letter, or otherwise between Akerman and the Client, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court expenses from the other party.

Interest on Overdue Accounts. Client understands and agrees that if payment is not made within thirty (30) days of the bill date, an interest charge may be added to the outstanding balance in accordance with the laws of the state that governs this agreement. Akerman also reserves the right to discontinue services if Akerman's bills are not paid in a timely manner, and to seek payment for all past services rendered.

Term of Engagement. The effective date of Akerman's agreement to provide services is the date on which we first performed services. The date at the beginning of the engagement letter is for reference only. Either Akerman or Client may terminate the engagement at any time for any reason by written notice, subject, on Akerman's part, to applicable rules of professional conduct. If Client so requests, Akerman will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and Client agrees to engage successor counsel to represent Client.

Termination. Absent express notice of termination, Akerman's representation of Client will conclude with respect to any particular matter for which Akerman has been engaged upon completion of Akerman's work on such matter. The Firm's attorney-client relationship for such matter will terminate at such time. Such termination or

withdrawal will not relieve Client of its obligation to pay for services rendered through the termination or withdrawal date, including work in progress and incomplete at the time of termination or withdrawal, and for all expenses incurred on behalf of Client through the termination or withdrawal date.

Post-Engagement Matters. Client has engaged Akerman to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages Akerman to provide additional advice on issues arising from the matter, Akerman has no continuing obligation to advise Client with respect to future developments.

Firm Marketing. Akerman reserves the right to publish the name of Client in legal directories, as well as in Akerman's brochures, web site, deal lists and other marketing materials, which may describe the types of services Akerman provides and the transactions and litigations that Akerman has handled. Akerman also may provide the name, address and telephone number of Client to prospective clients for use as a reference for Akerman. Any such disclosures are subject in all cases to Akerman's obligation to maintain the confidences of Akerman's clients. Client should advise us in writing if it desires that Akerman not publish any information about it in any legal directory, brochure, web site or other marketing materials, and/or that Akerman not provide Client's name, address or telephone number to prospective clients.

Internal Review. In the course of our representation of Client, it may be necessary for Akerman lawyers to analyze or address their professional duties or responsibilities or those of Akerman, and to consult with Akerman's General Counsel or other lawyers in doing so. To the extent Akerman is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Akerman and Client. As a condition of this engagement, Client consents to such consultations occurring and waives any conflict of interest that might be deemed to arise out of any such consultations and any resulting communications. Client further agrees that these consultations and any resulting communications are protected from disclosure to Client and others by Akerman's attorney-client privilege. Of course, nothing in the foregoing shall diminish or otherwise affect Akerman's obligation to keep Client informed of material developments in Akerman's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Akerman provide a written description of all pending or threatened claims for lawsuits to which Akerman has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Akerman. Akerman will typically charge Client for providing the response to the audit letter. Client agrees to pay such costs related to the response to the audit letter.

Conclusion of Representation and Disposition of Client Files. Akerman is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Upon conclusion of Client's representation, subject to the payment provisions of applicable rules of professional conduct, Akerman will return to Client the Client's original papers, hard copy/electronic documents and/or other property that Client provided to the Firm during the engagement. Client agrees to accept the return of such documents and/or property. If Client so requests, Akerman will also provide to Client, at Client's expense, copies or originals of Client's file. Akerman and Client agree that lawyer work product (for example, drafts, notes, internal memoranda, work files, etc.) are the property of Akerman. Akerman reserves the right to make, at Client's expense, copies of all other documents generated or received by Akerman in the course of Akerman's representation of Client. All such documents retained by Akerman, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Akerman files, will be transferred to the person

responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, Akerman reserves the right to destroy or otherwise dispose of any documents or other materials retained by us thirty (30) days after providing notice of intention to destroy them (unless Client requests those materials within thirty (30) days of notification) or after ten years from the date the matter is completed.

Consent to Representation of Law Firms. Akerman represents other law firms in various matters. During the time we are representing Client, we may represent other law firms in matters unrelated to this matter, including the representation of other law firms that represent present or future parties in disputes or transactions adverse to Client. When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such representations create a material limitation on Akerman's representation of the Client. (A material limitation arises if there is a significant risk that a lawyer's ability to consider, recommend, or carry out an appropriate course of action for a client will be materially limited as a result of the other responsibilities or interests of the lawyer or of other lawyers in the lawyer's firm).

When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such a significant risk exists in such situations. In addition, we do not believe that the exercise of Akerman's independent judgment as counsel to each party generally will be affected by our representation of Client in its matter(s) and our representation of law firms in unrelated matters.

Client acknowledges that we have disclosed the potential material limitation conflict of interest identified herein, and specifically consents to Akerman's representation of Client and our representation of law firms in unrelated matters including law firms that represent present or future parties in disputes or transactions adverse to Client. Client waives any conflict of interest with respect to those representations.

Modification in Writing Only; Severability. No change to the engagement letter shall be effective unless and until confirmed in writing and signed by the Firm and Client making express reference to the engagement letter. The engagement letter, including these terms and conditions of engagement, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and the engagement letter shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and Client for the engagement. If any provision of the engagement letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire engagement letter will be severable and remain in effect.

Advanced Waivers. As you know, Akerman represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect the Client's ability and the ability of other Akerman clients to choose Akerman as its counsel and preclude Akerman from representing the Client or other Akerman clients in pending or future matters. Given that possibility, we wish to be fair not only to the Client, but to other Akerman clients as well.

Akerman attorneys have in the past and may in the future represent banks or other financial institutions, such as mortgage lenders, loan servicers or trusts (collectively, "Financial Institutions"), in foreclosure and other litigation matters in which the underlying property may be subject to liens or other security interests of the Client. The Client agrees that Akerman may, from time to time, represent Financial Institutions in matters adverse to the Client that are unrelated to any Client Matters, including in litigation matters or otherwise (collectively, the "Financial Institution Matters"), and that Client will waive any and all conflicts which may arise as a result of Akerman's representation of any Financial Institutions against the Client in any Financial Institution Matter. Notwithstanding the foregoing, Akerman will not represent a Financial Institution in the same Client Matter in which Akerman is representing the Client.

Akerman attorneys have in the past and may in the future represent developers, builders, or other clients in miscellaneous zoning and land use matters that may come before the City Commission from time to time. The Client agrees that it will waive any and all conflicts which may arise as a result of Akerman's representation of any other clients before the Client relating to any real estate, zoning, entitlement or other development related matters including but not limited to development agreements, easement agreements, plat approvals, road vacations, administrative proceedings and court appeals of any adverse rulings, etc. (all of the foregoing collectively the "Zoning Matters").

Akerman attorneys have in the past and may in the future represent developers, builders, service providers, and/or other clients in a range of industries in miscellaneous negotiations with the Client for contracts for goods or services, as well as in procurement matters. The Client agrees that it will waive any and all conflicts which may arise as a result of Akerman's representation of any other clients in negotiating with Client or its representatives, or counseling clients on their participation in the procurement process with Client, as well as representing such a client in any resulting administrative proceedings and court appeals of any adverse rulings (collectively the "Contract/Procurement Matters").

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steve Williamson, Village Manager

RE: Award for RFP No. 2022-07 – Health Benefits Broker of Record Services

RECOMMENDATION

I recommend that Council authorize the Village Manager to negotiate and enter into an agreement with National Marketing Group Services, Inc. ("NMGS"), the highest ranked bidder, for Health Benefits Broker of Record Services. The agreement will be for an initial three (3) year term with two (2) optional one-year extensions.

BACKGROUND

The last Request for Proposals (RFP) for health benefits broker services was issued in 2012. 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 seek competitive pricing for these services.

The RFP was issued on May 18, 2022.

To qualify for award, prospective Proposers were required to:

A. Have at least five (5) years of continuous operation under the same name providing similar health insurance broker services prior to the issuance of the RFP;

B. Be licensed to transact insurance brokerage business in the State of Florida;

C. Demonstrate that they have successfully provided insurance brokerage/agent of record services to at least three (3) other municipalities (preferably of similar size to the Village of Key Biscayne), demonstrated through three (3) verifiable client references. Services must have been performed within the past five (5) years prior to the issuance of this RFP; and

D. Provide verification that the Proposer's agent assigned to the Village has a minimum of five (5) years of experience providing insurance brokerage/agent of record services.

On June 15, 2022, eight (8) proposals were received from the following firms:

1. Brown & Brown of Florida, Inc.
2. Florida League of Cities
3. Foundation Risk Partners, Corp.
4. Gallagher Benefit Services, Inc.
5. National Benefit Service Center
6. National Marketing Group Services, Inc.
7. Nuriya Insurance Agency LLC
8. USI Insurance Partners

The Evaluation Committee was selected, comprised of the following Village staff:

1. Benjamin Nussbaum, CFO
2. Juan Gutierrez, Human Resources Director
3. Todd Hofferberth, Director of Parks, Recreation and Open Spaces

Procurement performed a due diligence review of the proposals for responsiveness and found three of the proposals non-responsive for failure to provide required forms, references, or other required verification documents.

Procurement found no material defects in the remaining five proposals, nor in the Proposers' qualifications. Each Proposer has been in business for more than five years, they are appropriately licensed to do the work, and provided 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 the responsive proposals and met on July 13, 2022, for an initial scoring and ranking of the proposals. Once the technical scores were finalized, the cost scores for each firm were added and a ranking was established. The final ranking is as follows:

1. National Marketing Group Services, Inc.
2. Foundation Risk Partners
3. Brown & Brown of Florida Inc.
4. Gallagher Benefit Services
5. USI Insurance Partners

Based on the Evaluation Committee's ranking, it is recommended that the Village Manager execute a contract, substantially in the form attached as Exhibit A, with the top-ranked Proposer. In the event an agreement cannot be reached with the top-ranked Proposer, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with each of the next highest-ranked Proposers until an agreement can be reached.

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING NATIONAL MARKETING GROUP SERVICES, INC. FOR HEALTH INSURANCE BROKER SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2022-07 IN AN AMOUNT NOT TO EXCEED $158,000 OVER THREE (3) YEARS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 18, 2022, the Village of Key Biscayne ("Village") issued Request for Proposals No. 2022-07 (the "RFP") for health insurance broker services (the "Services"); and

WHEREAS, eight (8) sealed proposals were received by the RFP deadline; and

WHEREAS, after review and evaluation of the proposals submitted, the Evaluation Committee ranked National Marketing Group Services, Inc. (the "Consultant") as the lowest, most responsive, and responsible firm that provides the best value to the Village for the Services; and

WHEREAS, the Village Council desires to select the Consultant to perform the Services and authorize the Village Manager to negotiate and execute an agreement, in substantially the form attached hereto as Exhibit "A," with the Consultant in an amount not to exceed $158,000 over three (3) years; and

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

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

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

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

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Consultant, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed $158,000 over three (3) years, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. If an agreement cannot be reached with the Consultant, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked proposer(s) until an agreement in the best interest of the Village is reached.

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

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

NATIONAL MARKETING GROUP SERVICES, INC

THIS AGREEMENT (this "Agreement") is made effective as of the 23 day of August, 2022 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **NATIONAL MARKETING GROUP SERVICES, INC.**, a Florida C-Corp (hereinafter, the "Consultant").

WHEREAS, the Village desires certain professional health brokerage agent of record services; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated June 15, 2022, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

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

1. **Scope of Services.**

   1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

   1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall be from the Effective Date for an initial three (3) year term, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for 2 additional 1-year periods on the same terms as set forth herein upon written notice to the Consultant.

   2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, in the amount of $50,000 (first year), $53,000 (second year), and $55,000 (third year).

3.2. Consultant shall deliver a quarterly invoice to Village services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears quarterly, pursuant to Consultant's invoice. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Contractor's invoices must contain the following information for prompt payment:

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and

electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the

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

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

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

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

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such

ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records:	**Jocelyn Brewster Koch**
Mailing address:	**88 West McIntyre Street**
	Key Biscayne, FL 33149
Telephone number:	**305-365-5506**
Email:	**jkoch@keybiscayne.fl.gov**

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn Brewster Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
aagha@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated June 15, 2022, attached hereto and incorporated herein by reference.

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Community Center Pool Improvements

RECOMMENDATION

I recommend that Council authorize the Village Manager to execute a contract with Aquatrend Pools for the Key Biscayne Community Center pool improvements in an amount not to exceed $229,695. Construction will be conducted in one phase and is expected to be completed within 60 days post contract execution and issuance of the notice to proceed (NTP).

BACKGROUND

The pool deck and interior of the pool are in need of immediate repair as recommended in the attached report provided by Stantec (reference attached link for the report). The scope of work for this project involves draining the pool and chipping, pressure washing and acid washing the pools interior. The cracks and exposed rebar will be treated before the new pool surface is installed. The concrete pool deck will be completely removed and replaced. The patio and steps between the Community center and pool deck will be resurfaced.

The Village issued an Invitation to Bid (ITB) on June 22, 2022 and received three (3) bids (reference summary table, Exhibit B). Based on staff's review of the bids/proposals submitted, it was determined that Aquatrend Pools is the lowest responsive and responsible bidder (reference exhibit C). As such, it is recommended that the Village Manager award a contract in an amount not to exceed $229,695 to Aquatrend Pools.

Bidder	Price
Aquatrend Pools	$ 229,695.00
Restate Construction	$ 378,403.77
Family Pools	$ 685,500.00

Funding:

Funding will originate from the Community Pool deck line item in the FY21/22 Budget.

Budget Line	Item	FY21-22 Budgeted	FY21-22 Available
301-73-573-63054-00000	Community Center Pool deck	$245,000	$245,000

RESOLUTION NO. 2022-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING AQUATREND POOLS LLC TO PROVIDE POOL REPAIR SERVICES FOR THE COMMUNITY POOL IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $229,695; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") is in need of pool repair services (the "Services") for the Village's Community Center Pool; and

WHEREAS, on June 22, 2022, the Village issued Invitation to Bid No. 2022-11 (the "ITB") for the Community Pool Improvements Project (the "Capital Project"); and

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

WHEREAS, after review and evaluation of the submitted bids, the Village Manager recommended that Aquatrend Pools LLC (the "Contractor") be selected to provide the Services for 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 authorize the expenditure of funds for the Capital Project, select the Contractor to provide the Services for the Capital Project, and authorize the Village Manager to negotiate and execute an agreement, in substantially the form attached hereto as Exhibit "A" (the "Construction Contract"), with the Contractor in an amount not to exceed $229,695; 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 to provide the Services for the Capital Project.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor for the Capital Project in an amount not to exceed $229,695, subject to the Village Attorney's approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked bidder(s) until an agreement in the best interest of the Village is reached.

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

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT "A"

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2022 (the "Effective Date") by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **[NAME OF CONTRACTOR]**, a Florida [type of company] (the "Contractor").

WHEREAS, in response to Invitation to Bid No. 2022-11 for the Community Pool Improvements Project (the "Work," as further defined herein), the Contractor submitted a bid, which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items ("Pricing") attached hereto as **Exhibit "A"**; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid and was selected and awarded this Contract for performance of the Work; and

WHEREAS, the Project consists of furnishing all labor, equipment, materials to construct the Work including, but not limited to, the replacement of the concrete pool deck, replacement of the interior pool finish, replacement of the underwater lights, installation of depth markers and required signage, and all ancillary work associated with those items as detailed in the plans and specifications; and

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

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents, including, without limitation as described in the approved plans, drawings and specifications prepared by Stantec Consulting Services, Inc., attached hereto as **Exhibit "B"** (the "Plans"), the Contractor's Bid attached hereto as **Exhibit "A,"**, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

COMMUNITY POOL IMPROVEMENTS

Work includes, but is not limited to, all labor, equipment, materials required for the replacement of the concrete pool deck, replacement of the interior pool finish, replacement of the underwater lights, installation of depth markers and required signage, and all ancillary work associated with those items.

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 XX (##) 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 XX (##) calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work within the Contract Time, Contractor shall pay to Village the sum of Three Hundred Dollars ($300.00) for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of Two Hundred Dollars ($200.00) for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

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

3. CONTRACT PRICE

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

3.2. Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values

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

3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

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

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated

into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state, and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

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

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

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

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

agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

7.1.1. Contractor represents the following:

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

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

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

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

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

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

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

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for

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

7.1.2. Contractor warrants the following:

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

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

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including Village building permits. Village building permit fees are waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

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

adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

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

9. MISCELLANEOUS

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

9.2. Contractor's Responsibility for Damages and Accidents.

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

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

9.3. Defective Work. Warranty and Guarantee.

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

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

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective

or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

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

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

9.5. Examination and Retention of Contractor's Records.

9.5.1. The Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

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

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

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

9.6. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding

the above Contractor may be granted an extension of time for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the Village.

9.7. Authorized Representative.

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

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

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

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

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

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

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

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

9.14. Capitalized Terms. Capitalized terms shall have their plain meaning as indicated herein.

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

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

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

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

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

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

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

9.22. Ownership and Access to Records and Audits.

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

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

9.22.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

9.22.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JOCELYN B. KOCH, VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FL 33149, 305-365-5506, JKOCH@KEYBISCAYNE.FL.GOV.

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

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

9.23.2. Second Priority: This Base Agreement;

9.23.3. Third Priority: "State and Local Fiscal Recovery Funds (SLFRF) Final Rule";

9.23.4. Fourth Priority: "U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019)";

9.23.5. Fifth Priority: "American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement";

9.23.6. Sixth Priority: Exhibit C, "Assurances of Compliance with Title VI of the Civil Rights Act of 1964";

9.23.7. Eighth Priority: Exhibit A, "Village of Key Biscayne Public Works Department Plans";

9.23.8. Ninth Priority: Exhibit B, "Contractor's Proposal."

10. 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:

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

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

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

10.2.2. 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.

10.2.3. 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.

10.2.4. In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and Village at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

10.3. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

10.4. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit

copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

10.5. Staging Site.

10.5.1. 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.

10.5.2. 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.

10.5.3. 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.

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

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

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

10.9. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state

(including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

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

10.11. Unsatisfactory Personnel.

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

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

10.12. Contract Modification.

10.12.1. Change Orders.

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

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

Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.12.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

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

10.12.2. Extension of Contract Time. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.12.2.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.12.2.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.12.2.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.12.2.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

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

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

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

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

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

10.13.4. Field changes in dimensions and details.

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

10.13.6. Details not on original Contract Drawings.

10.13.7. Equipment, conduit, electrical panel locations.

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

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

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

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

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

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

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

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

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

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

11. Mandated Federal Contract Conditions. In connection with the performance of this Contract, Contractor acknowledges that compensation for the Work performed under this Contract shall be partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, without limitation:

- **i.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable;
- **ii.** State and Local Fiscal Recovery Fund (SLFRF) Final Rule, which is incorporated by reference
- **iii.** U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019), which is incorporated by reference;
- **iv.** Assurances of Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit "C"; and
- **v.** American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement, which is incorporated by reference

11.1. Title VI Requirements. Contractor acknowledges that the Village has certified or will certify compliance with Title VI of the Civil Rights Act of 1964, in the form attached hereto as Exhibit "C," to the U.S. Department of the Treasury. Towards that end, Contractor shall ensure that performance of work in connection with this Contract follows the certifications contained in Exhibit C, and shall also adhere to the following provisions:

11.1.1. The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract.

11.1.2. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Contract.

11.2. Americans with Disabilities Act Requirements. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Contract.

11.3. Age Discrimination Act of 1975. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Contract.

11.4. Protections for Whistleblowers.

11.4.1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

11.4.2. The list of persons and entities referenced in the paragraph above includes the following:

i. A Member of Congress or a representative of a committee of Congress.
ii. An Inspector General.
iii. The Government Accountability Office.
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
v. An authorized official of the Department of Justice or other law enforcement agency.
vi. A court or grand jury.

vii. A management official or other employee of the contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

11.4.3. The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

11.5. Seat Belts Required. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

11.6. Texting While Driving Ban. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

11.7. Publication. Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Contract. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

"This Project is funded in part by federal award number (FAIN) FL0152 awarded to the Village of Key Biscayne by the U.S. Department of the Treasury."

11.8. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Interim Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

11.9. Equal Employment Opportunity Compliance. During the performance of this Contract, the Contractor agrees as follows:

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

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
(2) layoff or termination;
(3) rates of pay or other forms of compensation; and
(4) selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

11.9.5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

11.9.6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

11.9.8. The Contractor will include the portion of the sentence immediately preceding paragraph 11.9.1 and the provisions of paragraphs 11.9.1 through 11.9.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.10. Contract Work Hours and Safety Standards Act Compliance. During the performance of this Contract, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

11.10.1. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11.10.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

11.10.3. Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

11.10.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

11.11. *Clean Air Act Compliance*. During the performance of this Contract, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

11.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

11.11.2. The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

11.11.3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Contract.

11.12. *Federal Water Pollution Control Act Compliance*. During the performance of this Contract, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

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

11.12.2. The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

11.12.3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Contract.

11.13. Suspension and Debarment Compliance. During the performance of this Contract, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

11.13.1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

11.13.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.13.5. Contractor certifies that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

iv. Have not, within a five (5)-year period preceding this Contract, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Contract as to why not.

11.14. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). During the performance of this Contract, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

11.14.1. No Funds received by the Contractor under this Contract have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.14.2. If any monies, other than Funds received by Contractor under this Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

11.14.3. The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including delay, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

11.14.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

11.15. Procurement of Recovered Materials. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.ecfr.gov/current/title-40/part-247

11.16. Domestic Preferences for Procurements. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

11.17. 2 CFR Subpart F – Audit Requirements. Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Interim Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

11.17.1. Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Contract or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.

11.17.2. Contractor shall keep all Documentation up-to-date throughout the performance of this Contract and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

[Remainder of page intentionally left blank.
Signature pages follow.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: CONTRACTOR NAME

Addresses for Notice:
NAME
Attn: _____
STREET
STREET 2
CITY/ST/ZIP
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

DRAFT

EXHIBIT A

Plans & Specifications

EXHIBIT B

Contractor's Bid

EXHIBIT C

Assurances of Compliance with Title VI of the Civil Rights Act of 196

EXHIBIT "B"

				Aquatrends		Restate		Family Pools	
	Schedule of Values	**Quantity**	**Unit**	Unit Cost	Cost	**Unit Cost**	**Cost**	Unit Cost	Cost
1	Mobilization plus O/H and Profit	1	LS	$22,500.00	$22,500.00	$ 37,000.00	$ 37,000.00	$35,000.00	$35,000.00
2	Bond and Insurance / Indemnification	1	LS	$10,500.00	$10,500.00	$ 11,100.00	$ 11,100.00	$24,000.00	$24,000.00
3	As Builts / Certification for Competition	1	LS	$1,000.00	$1,000.00	$ 4,000.00	$ 4,000.00	$12,000.00	$12,000.00
4	Permit Fees	1	LS	$1,500.00	$1,500.00	$ 15,000.00	$ 15,000.00	$35,000.00	$35,000.00
5	Dewatering, incl. pump and settlement tank	1	LS	$10,100.00	$10,100.00	$ 27,000.00	$ 27,000.00	$145,000.00	$145,000.00
6	Remove and dispose of existing concrete deck incluing earthwork as needed	4565	SF	$3.41	$15,550.00	$ 9.42	$ 43,002.30	$14.24	$65,000.00
7	Replace concrete pool deck	4565	SF	$8.19	$37,400.00	$ 13.37	$ 61,034.05	$15.33	$70,000.00
8	Install expansion joints	660	LF	$3.48	$2,300.00	$ 10.00	$ 6,600.00	$18.18	$12,000.00
9	Sawcut construction joints	650	LF	$5.20	$3,380.00	$ 5.24	$ 3,406.00	$11.54	$7,500.00
10	Remove and dispose of existing pool finish	4566	SF	$6.98	$31,850.00	$ 7.45	$ 34,016.70	$14.24	$65,000.00
11	Replace pool finish with new diamond brite finish	4566	SF	$10.44	$47,650.00	$ 9.42	$ 43,011.72	$20.81	$95,000.00
12	Install lane line tiles	275	SF	$39.31	$10,810.00	$ 51.00	$ 14,025.00	$109.09	$30,000.00
13	Install wall target tiles	35	SF	$77.14	$2,700.00	$ 266.00	$ 9,310.00	$428.57	$15,000.00
14	Replace damaged gutter tiles	100	SF	$13.50	$1,350.00	$ 46.00	$ 4,600.00	$45.00	$4,500.00
15	Replace main drain grates	2	EA	$135.00	$270.00	$ 4,600.00	$ 9,200.00	$2,000.00	$4,000.00
16	Remove and reset ladders	6	EA	$166.67	$1,000.00	$ 367.00	$ 2,202.00	$750.00	$4,500.00
17	Remove and reset backstroke flag poles	4	EA	$168.75	$675.00	$ 250.00	$ 1,000.00	$1,125.00	$4,500.00
18	Install new UW lights, including transformers	6	EA	$2,621.67	$15,730.00	$ 767.00	$ 4,602.00	$3,000.00	$18,000.00
19	Set new depth marker tiles - omitted from project	0	LS	$ -	$ -			$	-
20	Remove and reset privacy screens near restrooms	1	LS	$1,000.00	$1,000.00	$ 1,000.00	$ 1,000.00	$4,500.00	$4,500.00
21	Remove and replace cool deck finish on patio and steps with new sealant	2120	SF	$3.50	$7,430.00	$ 19.95	$ 42,294.00	$14.15	$30,000.00
22	Contingency - Non Bid Item	1	LS	$5,000.00	$5,000.00	$5,000	$5,000	$5,000.00	$5,000.00
	TOTAL				**$229,695.00**		**$378,403.77**		**$685,500.00**

EXHIBIT "C"

Bid Form - Revised 7/7/22

Key Biscayne Community Park Pool Improvements

	Schedule of Values	Quantity	Unit	Unit Cost	Cost
1	Mobilization plus O/H and Profit	1	LS	$ 22,500.00	$ 22,500.00
2	Bond and Insurance / Indemnification	1	LS	$ 10,500.00	$ 10,500.00
3	As Builts / Certification for Competition	1	LS	$ 1,000.00	$ 1,000.00
4	Permit Fees	1	LS	$ 1,500.00	$ 1,500.00
5	Dewatering, incl. pump and settlement tank	1	LS	$ 10,100.00	$ 10,100.00
6	Remove and dispose of existing concrete deck incluing earthwork as needed	4565	SF	$ 3.41	$ 15,550.00
7	Replace concrete pool deck	4565	SF	$ 8.19	$ 37,400.00
8	Install expansion joints	660	LF	$ 3.48	$ 2,300.00
9	Sawcut construction joints	650	LF	$ 5.20	$ 3,380.00
10	Remove and dispose of existing pool finish	4566	SF	$ 6.98	$ 31,850.00
11	Replace pool finish with new diamond brite finish	4566	SF	$ 10.44	$ 47,650.00
12	Install lane line tiles	275	SF	$ 39.31	$ 10,810.00
13	Install wall target tiles	35	SF	$ 77.14	$ 2,700.00
14	Replace damaged gutter tiles	100	SF	$ 13.50	$ 1,350.00
15	Replace main drain grates	2	EA	$ 135.00	$ 270.00
16	Remove and reset ladders	6	EA	$ 166.67	$ 1,000.00
17	Remove and reset backstroke flag poles	4	EA	$ 168.75	$ 675.00
18	Install new UW lights, including transformers	6	EA	$ 2,621.67	$ 15,730.00
19	Set new depth marker tiles - omitted from project	0	LS	$ -	$ -
20	Remove and reset privacy screens near restrooms	1	LS	$ 1,000.00	$ 1,000.00
21	Remove and replace cool deck finish on patio and steps with new sealant	2120	SF	$ 3.50	$ 7,430.00
22	Contingency - Non Bid Item	1	LS	$ 5,000.00	$ 5,000.00
	TOTAL				**$ 229,695.00**

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Title: Community Pool Improvements

Solicitation No.: 2022-11

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Aquatrend Pools, LLC

Authorized Representative's Name: Evelio Aleman

Title: President

Authorized Signature: _____

Form AA

CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Partners of _____, a partnership organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____ Partner: _____

Print Name: _____ Print Name: _____

Form COA

CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) Evelio Aleman, individually and doing business as (d/b/a) Aquatrend Pools, LLC (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this 7, day of July, 2022.

Signed: _____

Print: Evelio Aleman

In the presence of:

Witness #1:

Signature: _____

Print: Guillermo Aleman

Witness #2:

Signature: _____

Print: Silvia Aleman

Form COA

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 7 day of July, 2022, before me the undersigned, personally appeared Evelio Aleman, 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:

JORGE DE PAULA
Notary Public - State of Florida
Commission # GG 303478
My Comm. Expires Apr 13, 2023

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

_____ Personally known to me; or

_X_ Produced identification (Type of Identification: FLDL)

_____ Did take an oath; or

_X_ Did not take an oath

Form COA

FORM CD
COMPANY DECLARATION FORM

I certify that any and all information contained in this Response is true. I certify that this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the solicitation and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Aquatrend Pools, LLC

FIRM NAME

14250 SW 136 St, Unit 11, Miami, FL 33186

PRINCIPAL BUSINESS ADDRESS

305-491-9596

TELEPHONE

FACSIMILE

ealeman@aquatrendpools.com

EMAIL ADDRESS

26-2382333

FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

7434286/6668926

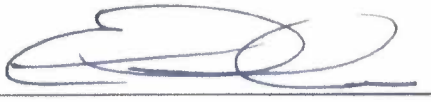
MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.

Evelio Aleman

NAME

President/Managing Member

TITLE



AUTHORIZED SIGNATURE

FORM SEA

SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:

By: Evelio Aleman

For (Name of Proposing or Bidding Entity): Aquatrend Pools, LLC

Whose business address is: 14250 SW 136 St, Unit 11, Miami, FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 23-2382333

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

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.)

[X] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives,

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.

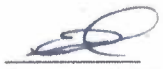
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this solicitation. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.



Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Proposer/Bidder warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2022-10** and any addendum/addenda related thereto.
3. Proposer/Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. Proposer/Bidder warrants that all information provided by it in connection with this Proposal is true and accurate.



Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Witness #1 Print Name: Guillermo Aleman

Witness #2 Print Name: Silvia Aleman

Signed, sealed and delivered by:

Print Name: Evelio Aleman

Title: President

ACKNOWLEDGMENT

State of FLORIDA

County of MIAMI-DADE

On this 7TH day of JULY, 2022, before me the undersigned, personally appeared EVELIO ALEMAN, 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:

JORGE DE PAULA
Notary Public - State of Florida
Commission # GG 303478
My Comm. Expires Apr 13, 2023

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

_____ Personally known to me; or

_X_ Produced identification (Type of Identification: FLDL)

_____ Did take an oath; or

_X_ Did not take an oath

Form SEA

Village of Key Biscayne

Pool Deck Assessment

For

Key Biscayne Village Green Community Center Pool Deck Improvements

Stantec Project No. 215616892

January 2022

Prepared by:

Stantec

Stantec Consulting Services, Inc.
800 Fairway Drive, Suite 195
Deerfield Beach, FL 33441
Tel. 954-481-2812 / Fax 954-481-2828

TERRANCE NEAL GLUNT * LICENSE * No. 40130 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

Digitally signed by Terrance N Glunt
Date: 2022.01.23 12:05:48 -05'00'

Terrance N. Glunt, PE FL 40130

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APPENDIX

Executive Summary

The Village of Key Biscayne has maintained an aquatics facility in the Village Green Park directly adjacent to the Community Center. The pool has been an active part of the community since 2003 when it was constructed. Minor deck and pool work has been performed over the years but the pool, pool deck and building are basically the same as when constructed.

The Village of Key Biscayne contracted Stantec Consulting Services Inc. to develop a plan for repairs to the pool deck and pool finish. Currently there is distress in the pool deck in the form of cracking, delamination of the surfacing and settlement of some of the deck slabs. In addition, the pool surface is showing signs of permanent discoloration embedded into the pebble type surface throughout the pool and at two predominant locations on the east side. In order to develop the repair plan, we needed to determine the existing condition of the pool and its decking.

To that end, we have assessed the site and evaluated the condition of the existing pool facilities with the intent of determining the overall condition with respect to long term sustainability with potential repair methods to assist with the renovations to bring the pool back to its original condition. This included the pool surface, pool deck, deck drains and overall general condition of the facility.

The results of the pool assessment are included herein.

1.0 PURPOSE

The Village of Key Biscayne seeks to make improvements to the pool facilities at Village Green Park. The intent is to renovate the pool and return it to as near its original condition as possible. To that end, the City has engaged Stantec Consulting Services, Inc. to complete an assessment of the pool and deck and develop repair schemes for use in advertising and selection of a pool contractor to make those repairs. The pool assessment was intended to determine the cause of some of the distress noted in the pool and deck and provide suitable repairs to provide a relatively new condition for the pool and deck. The cause is of importance because it provides a benchmark for creating a sustainable facility and is considered in the development of the repairs so that we are not just applying band-aids to the surface when real issues lie beneath.

2.0 SCOPE

The facility assessment involved the field inspection of all required elements in the existing pool facility to determine the current condition and suitability for implementation of repairs or replacement. Those elements included:

- Pool surface inside the pool and gutter
- Pool deck and joints
- Deck Drains
- Ancillary features, such as ladders, backstroke flag poles, light poles, etc.

The assessment incorporated a visual inspection of the deck with regard to spatial layout of deck joints and equipment and is compared to standard in the industry as far as expected quality.

3.0 POOL AND DECK ASSESSMENT

3.1 POOL DECK ASSESSMENT

As mentioned in the executive summary, the pool deck was inspected thoroughly for the current condition. The Village supplied plans that were utilized in the original construction but it was found that the layout had been modified substantially during construction of the pool in 2003, presumably to more efficiently capture usable space. The current layout used a more typical pool deck layout that squared off the deck to the pool creating a uniform area surrounding the pool. That also created a more uniform layout for applying joints in the concrete which were readily visible during our inspection.

The current pool deck is a concrete deck slab of unknown thickness that has a relatively thin surface of some type of deck coating material. The thickness appears to be between 1/16 and 1/8 of an inch and has a non-slip texture on the top. Sawcut joints were spaced out at various intervals around the deck. The deck also contains deck drains on all four sides of the pool and they appear to be interconnected to a master storm drain at the northeast corner of the deck. Other items on the deck included pool ladders, backstroke flag poles and light poles. A picket style fence surrounds the deck on three sides and is incorporated into decorative columns spaced at regular intervals. There is a pool building with restrooms and equipment on the west side of the pool and the community center sits to the south and is separated from the pool by an outdoor covered veranda with steps leading down to the pool deck.

For the most part, the pool and deck are functioning normally and can continue to do so with some repairs and improvements. To that end, an assortment of issues and distress were noted in the pool deck and can be summarized as follows:

1. Delamination of the deck surface coating at numerous locations throughout the deck.
2. Shrinkage cracks in the pool deck concrete.
3. Settlement and deterioration cracks on the east side and around some of the drainage structures.
4. Settlement of the deck and deterioration along the back of the pool coping.
5. Some deck drains have shifted and need to be reset.
6. A concrete ramp into a storage room in SW corner is cracked and broken up.

A detailed pool and deck plan, along with photographic documentation of the issues and noted distress is included in the Appendix.

It should be noted that the different types of distress that were observed, most notably the cracking in the decks, varied greatly in the severity and extent of the damage. In some locations, the cracks were typical of shrinkage cracks, which were observed at locations where control joints should have been cut. Other cracks appear to be the result of settlement of the deck illustrated by differential elevations on either side of the crack, most notably on the east side of the pool deck. Additionally, in that same area, the deck has also settled behind the pool coping as much as ¾ of an inch below the coping.

The deck drain and storm water manhole issues offer a different situation. In some of those areas, the shrinkage cracks have deteriorated to the point where there is substantial distress and weakening of the concrete slab around the drains. This has allowed the deck drains to move and the grates to become dislodged and, in some instances, extend above the deck to the point where they can become a hazard to bare feet.

To assist in the evaluation of the deck with regard to necessary repairs, we also checked the cross slope of the deck behind the coping at each deck drain location. The State of Florida Swimming Pool Code as well as the ADA requirements in the Florida Building Code are very specific with cross slope deck requirements. The slopes measured at each location averaged 2%+/- with variations that ranged from 1.7% to 2.4%. This will be discussed in the evaluation portion of this report.

3.2 POOL FINISH ASSESSMENT

Inside the pool, there is severe staining and discoloration of the pool finish throughout the bottom of the pool and there are two deeply stained spots at the east end of the pool. An inquiry with staff indicated that the pool had been cleaned in the past, including acid treatment, and the discoloration can be assumed to be permanent. The overall staining is most probably the result of long-term detritus (leaves, dust, etc.) that has allowed tannins and ferrous oxides to leach into the pool and cause a permanent stain. However, the two stains in the east end appear to be the result of rust in the reinforcing steel in the pool bottom slab leaching up into the finish. Besides the staining, which is more aesthetic than damaging, there is a secondary problem associated with these stains that could potentially be linked to the structural integrity of the pool bottom slab.

The coping of the pool consists of a 14" by 24" precast concrete tile with a travertine finish, popular with many large commercial pools. They are set flush with the pool deck and close together with little to no grout space and were found to be in very good condition around the pool. The gutter system is a recessed (beneath the coping) gutter with a continuous overflow weir set to control the pool water elevation. The gutter is tiled with a cobalt blue pool tile that was found to be in mostly good condition with some noted chips and cracks in isolated areas. The lane lines and wall target markers are comprised of small 2" by 2" black pool tiles that contrast with the light blue diamond bright style pool finish. Because the top of the pool edge has the blue gutter tile, the wall target tiles overlap on the upper edge with those tiles.

There are six (6) in pool lights located near each of the pool ladders on the north and south walls of the pool. We were informed by staff that the lights are functioning as required.

4.0 EVALUATION

It should be noted, as mentioned earlier, that the Village had advertised (Invitation to Bid No. 2021-09) for this work originally without getting any realistic or qualified bids for the project. So, the purpose of this report is to provide enough background information and condition assessment for bidders to make more educated decisions on what and how to bid the project. The recommendations for repairs will follow the general scope as outlined previously by the Village but will be updated with recommendations as developed in our evaluation of the conditions.

The intent is for the Village to successfully select a Pool Contractor who will provide a new pool finish and deck repairs that will not only provide a structurally sound facility, but also one that is aesthetically pleasing and functional. To that end we offer the following.

4.1 POOL DECK

As noted in the field inspection, the pool deck has a wide variety of observable features of distress; some of which are cosmetic while other issues appear to be more structural in nature and in need of actual repair. The cracking observed in the deck can be categorized into three different types.

Shrinkage cracks – these are isolated cracks typically isolated and running from one point to another. Many of these were observed at midspan (between sawcut joints) locations or running from corners or objects embedded in the slab such as equipment inserts or light pole bases. In these cases, those cracks reflect what should have probably had a sawcut joint applied during the original construction.

Distress cracks – these are groups of cracks associated with a common focal point with multiple cracking around an object or location. These were observed near the deck drains as well as the main storm water manhole lid. These also were observed at locations of apparent previous deck repair beneath the coating that is now on the deck. The geometry of the cracking is such that it runs in straight geometric lines with 90 degree turns and such that is unusual in normal concrete cracking.

Settlement cracks – these were observed mainly on the east side of the pool deck and are exemplified by wider cracks which have settled on one side or the other producing a noticeable raised edge along one side of the crack. There is associated settlement along the back of the coping as well signifying that the settlement in that area is more widespread than just located at the crack.

The main issue with the deck involves applying a new surface treatment to the concrete slab that provides a non-slip surface for the safety of the swimmers as well as an aesthetically appealing surface for the overall appearance of the facility. To that end, there are a lot of good products out there that can be applied and fit that bill. However, as you are aware, the application of a surface treatment on top of a distressed concrete slab will eventually succumb to the stresses in the concrete and the cracks that currently exist will reflect through the treatment to the surface. The texture may still be adequate, but the appearance will not. So, the key will be to determine a repair methodology that will eliminate as much of the concrete stress as possible and mitigate the rest as best as can be accomplished with cost considerations being involved.

4.2 POOL FINISH

As mentioned previously, the pool interior finish is in relatively good condition except for the staining on the pool bottom, specifically the two rust-colored stains on the east end of the pool. The issue with just making spot repairs with any pebble type surfacing is that you cannot match the exact color or texture of the finish after the fact, since it is hand mixed on site for each pool. Plus, the rust stains in the pool bottom are indicative of the pool bottom slab reinforcing steel rusting and leaching to the surface. This will continue to degrade over time and eventually may allow the bottom slab to crack and fail.

There was no evidence of any cracking in the pool shell, but this inspection did not include and in water inspection, so the entire pool bottom was not inspected up close. But considering the depth of the pool being relatively shallow, significant cracks would be visible from the deck through the standing water.

There are a few chipped pool tiles along the gutter overflow but in general, those tiles (cobalt blue) are in good condition. They are also readily available at most pool supply companies, so if we need to replace a few of them, we should be able to do so rather easily. The Village prefers to replace any and all tiles that exhibit chips and cracks.

5.0 RECOMMENDATIONS

5.1 POOL DECK

There are various levels of repair that can be applied to the deck which range from a simple resurfacing to full deck replacement. The primary issue in simple resurfacing approach is the reflection cracking that will invariably show through at all of the crack locations. The amount of cracking on the deck was significant to the point that cracks repairs would be costly and would not guarantee that they would not reflect through to the surface once a surface texture is applied. No surface texture manufacturer or installer will warranty against existing cracks even when treated with a crack repair system. And those treatments are really only good for the shrinkage cracks and typically do not apply to the settlement cracks observed on the east side of the pool deck.

Our initial thoughts on repairs would be to remove and replace the pool deck entirely from the back of the coping to the first sawcut joint that runs about midway between the pool coping and the outside of the deck. But our inspection indicated that there was actually more cracking in the outer half of the pool deck than the inside section and in many cases, the cracks ran from the pool coping all the way to the outside wall.

The obvious issues to be concerned about between replacement and repair are quality and cost. Will the repair of cracks with a texture coating suffice, or will it need to be resurfaced within the next 5 years again? There is no guarantee with crack repair regardless of what many manufacturers will try to tell you. Plus, the cost of the overall repairs will include not only the crack repair, but also some concrete patch work around the deck drains and the settlement cracks and a subsequent textured overlay. We estimate that the cost for that will only be about 10% to 15% less than replacing the concrete deck entirely. The obvious advantage to replacing the entire deck will be that there will be limited maintenance, other than cleaning, required for at least another 15 to 20 years.

So, while our recommendations could address both of these as well as some middle ground that provides a combination of repair and replacement, we feel strongly that the most viable option will be to replace the entire deck and eliminate all of the previous issues that have been observed during our inspection. The intent would be to provide a sawcut along the outside of the wall along the face of the decorative columns and leave the fencing and columns as is. The deck drains could then be reset to grade and new concrete poured in place. A diagram of the required jointing will be included that directs the contractor where all sawcuts should be made. The existing light pole bases can also remain in place and the new deck concrete finished around them. Expansion material should be placed around the light pole bases, drains and the stormwater manhole lid as well as at prescribed joints designated as expansion joints. The rest of the joints indicated on the plans can be sawcut a minimum of one and a half inches deep or construction joints using bulkheads installed during construction.

One more item for consideration is the fact that when the ladders and backstroke flags are removed and the new inserts embedded in the new concrete decking, those metal inserts must be attached to the existing bonding grid that encircles the pool below deck. Once the old deck is removed, the bonding grid should be visible and shall be reattached as per the Swimming Pool and Electrical Codes. If the bonding grid is damaged or removed inadvertently during demolition, it needs to be reinstalled as per the Code.

5.2 POOL FINISH

With regard to replacing the pool bottom and sidewall finish, there are two options for applying a new PebbleTec, Pebble Sheen or Diamond Brite finish. One can either apply the new finish over top of the old one (with some prep work) or the old finish can be removed and replaced in its original thickness and location. One issue that surfaces many times when repairing pools is that once the pool is emptied to make repairs, the existing finish will dry out and can start to degrade and actually come loose from the pool shell in a relatively short time, and especially if exposed for too long. Additionally, the extra thick finish on an overlay project will need to be tapered down to meet the thickness of the gutter tiles, main drains and lighting niches. Therefore, we are advocating removing the old finish in its entirety and replacing it with a new Diamond Brite or PebbleTec finish of a similar color. This will allow the black lane line tiles and wall targets to contrast and become more visible.

Subsequent to the old finish and lane markers being removed from the pool surface, the construction phasing should dictate that the new markers be installed first, and the pool finish installed next to allow for a seamless butt joint along the edges. The same goes for the edges around the underwater light niches.

Care should also be taken around the existing pool bottom return inlets to ensure the finish is installed flush with those and no damage occurs to them or inadvertently fills the inlet with grout. Most contractors will remove the tops and place a cover over the inlet to prevent damage and keep from filling the pipes with material.

There are numerous finish colors to choose from, but it is highly recommended that a lighter color in the blue and blue-green range be selected. That color will last longest and also show dirt and stains more readily and that will promote maintenance at the first sign of discoloration. Darker colors tend to hide dirt and staining but that is not necessarily good for maintenance of the pool.

6.0 SUMMARY

In summary, an assessment of the Key Biscayne Community Park Pool has been performed. The intent of the assessment was to evaluate the existing condition of the pool finish and decking and determine a path forward with recommendations for repairs and/or replacement. The pool interior finish and the pool deck were specifically addressed, and this report did not include any assessment of the mechanical portions of the pool or the Community Center building structure. In fact, a cursory look at those elements indicated that they were in proper working condition at the time of this inspection.

Our evaluation of the pool deck and finish indicated that both of those elements should be replaced in their entirety. Repairs were considered, but the extent of the cracking in the pool deck, and the age and condition of the inside pool finish both indicated that they should be replaced. This will allow for better long-term maintenance and operation of the facility as well as provide a very aesthetically pleasing pool area for residents.

APPENDIX

Photos
Graphics / Plans
Opinion of Probable Cost
Original Pool Bid Scope



Exterior view of pool facility



Pool looking North from veranda



Pool Deck looking East from the Southwest corner



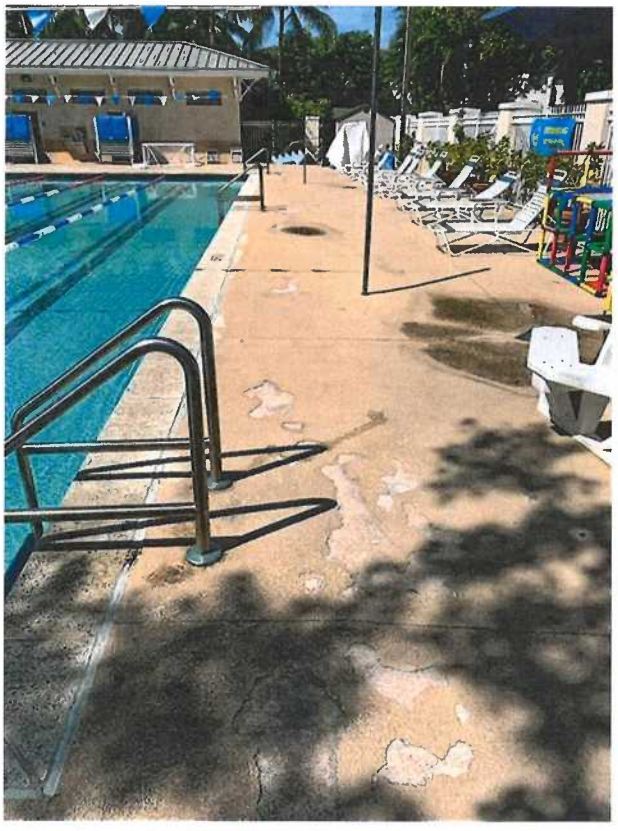
Pool deck looking West from Southeast corner



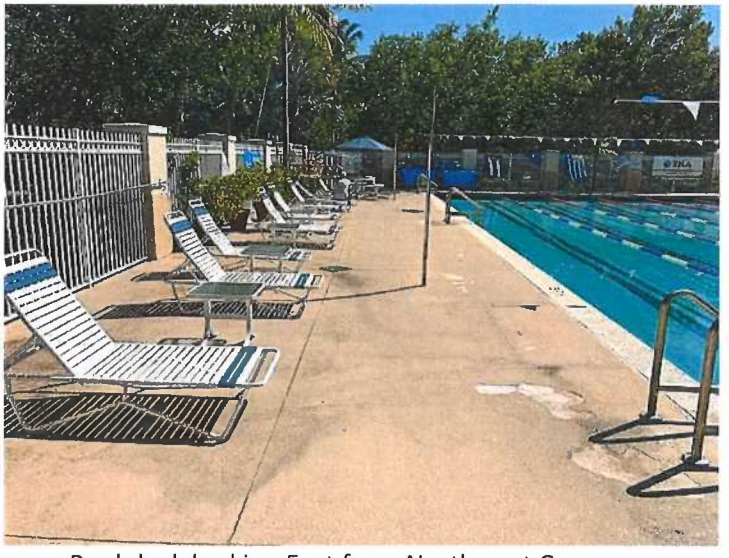
Pool deck looking North from Southeast corner



Pool deck looking South from Northeast corner



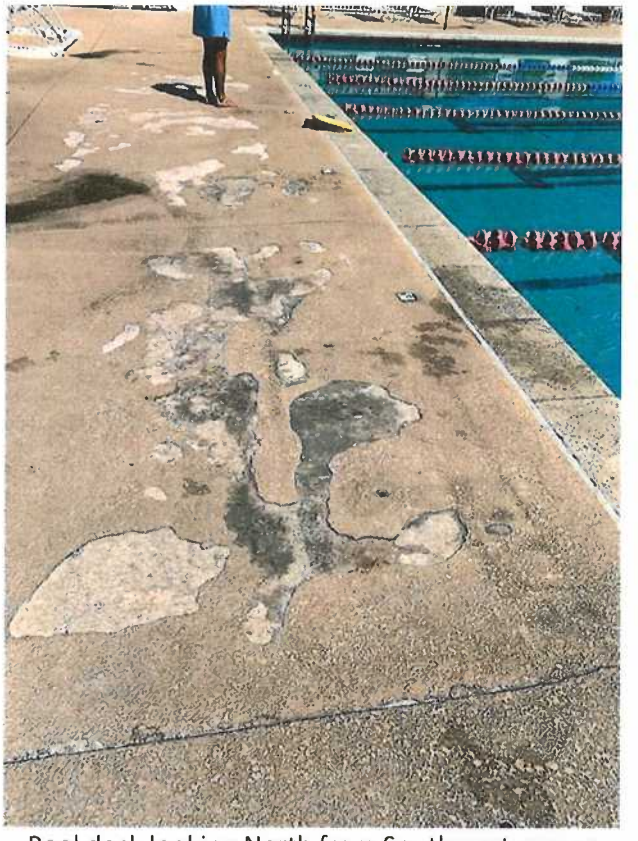
Pool deck looking West from Northeast corner



Pool deck looking East from Northwest Corner



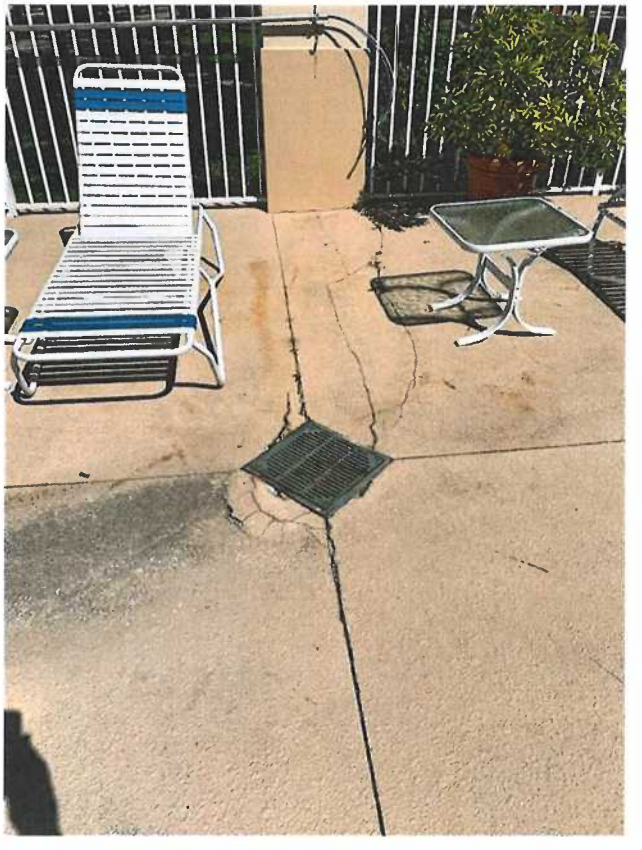
Pool deck looking South from Northwest corner



Pool deck looking North from Southwest corner



Deck drain #3 and associated cracks



Deck drain #5 cracks



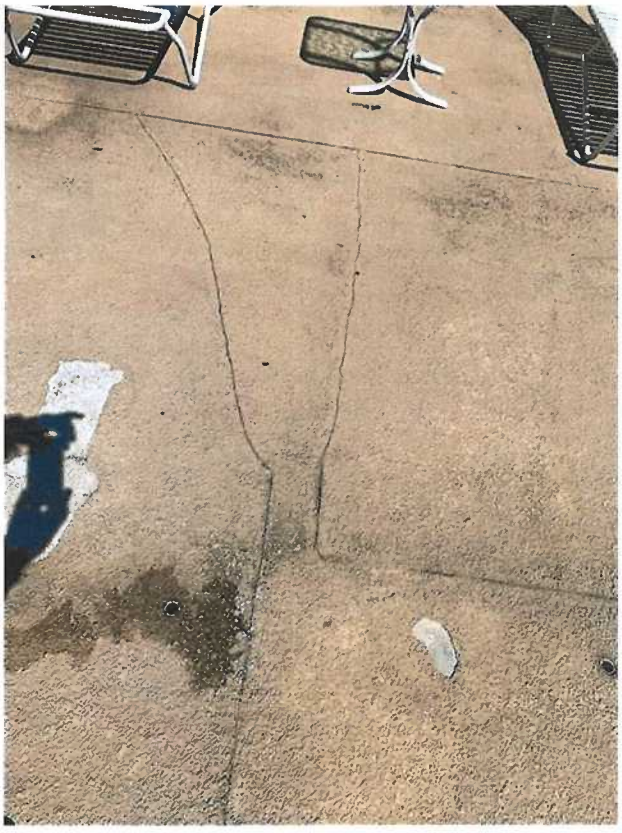
Cracks in deck on North side



Settlement crack on East side



Delamination of surfacing behind pool coping



Reflection cracks on North side



Deck drain popped up from frame



Cracking around deck drain



Patching of deck behind coping



Delamination of deck behind coping



Ramp into storage area showing cracks and damage



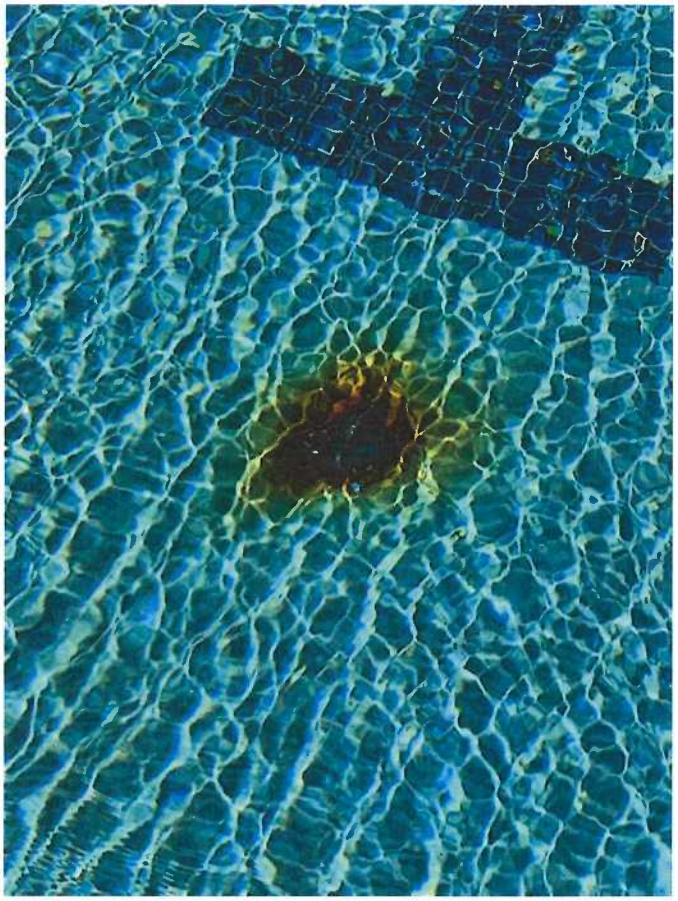
Reflection cracks in Southwest corner



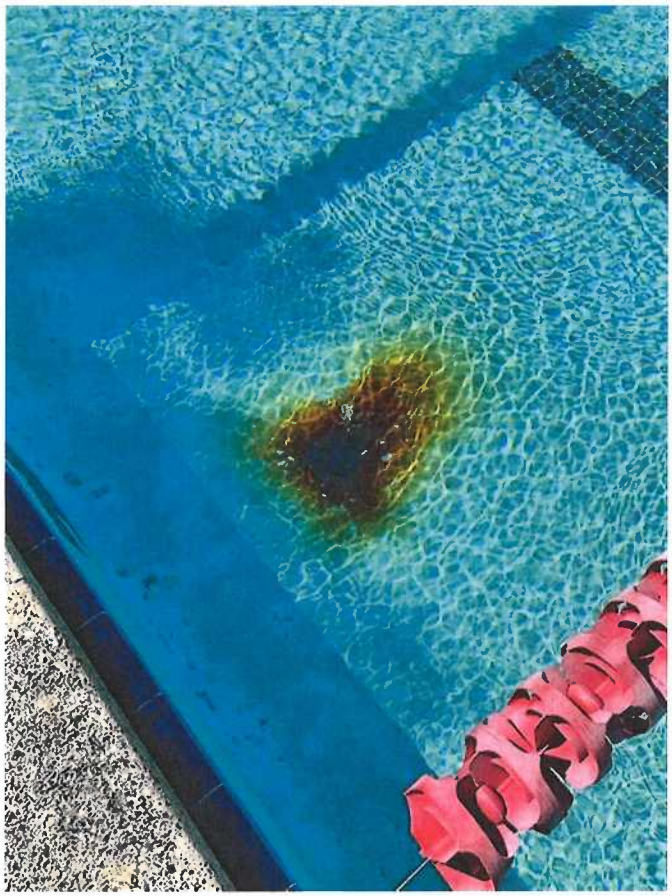
Typical shrinkage crack on North side



Shrinkage crack and delamination on West side



Pool bottom stain #1 on East side



Pool bottom stain #2 on East side

VILLAGE OF KEY BISCAYN
KEY BISCAYNE COMMUNITY
MIAMI-DADE COUNTY, FLORID

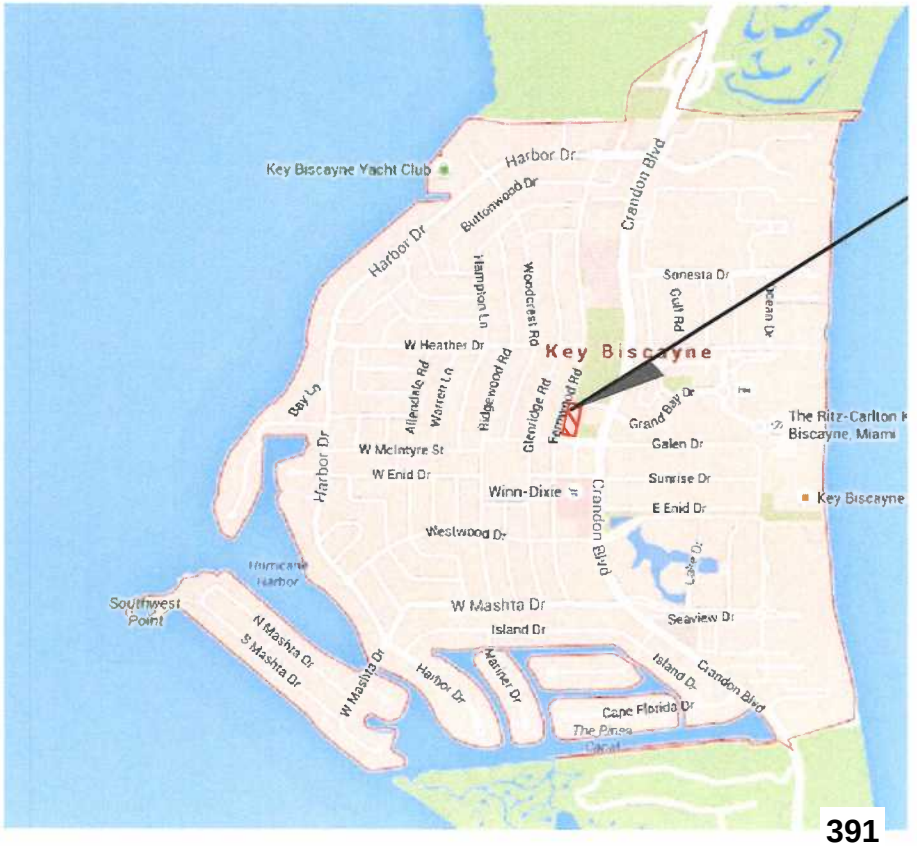
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KEY BISCAYNE, FL 33149

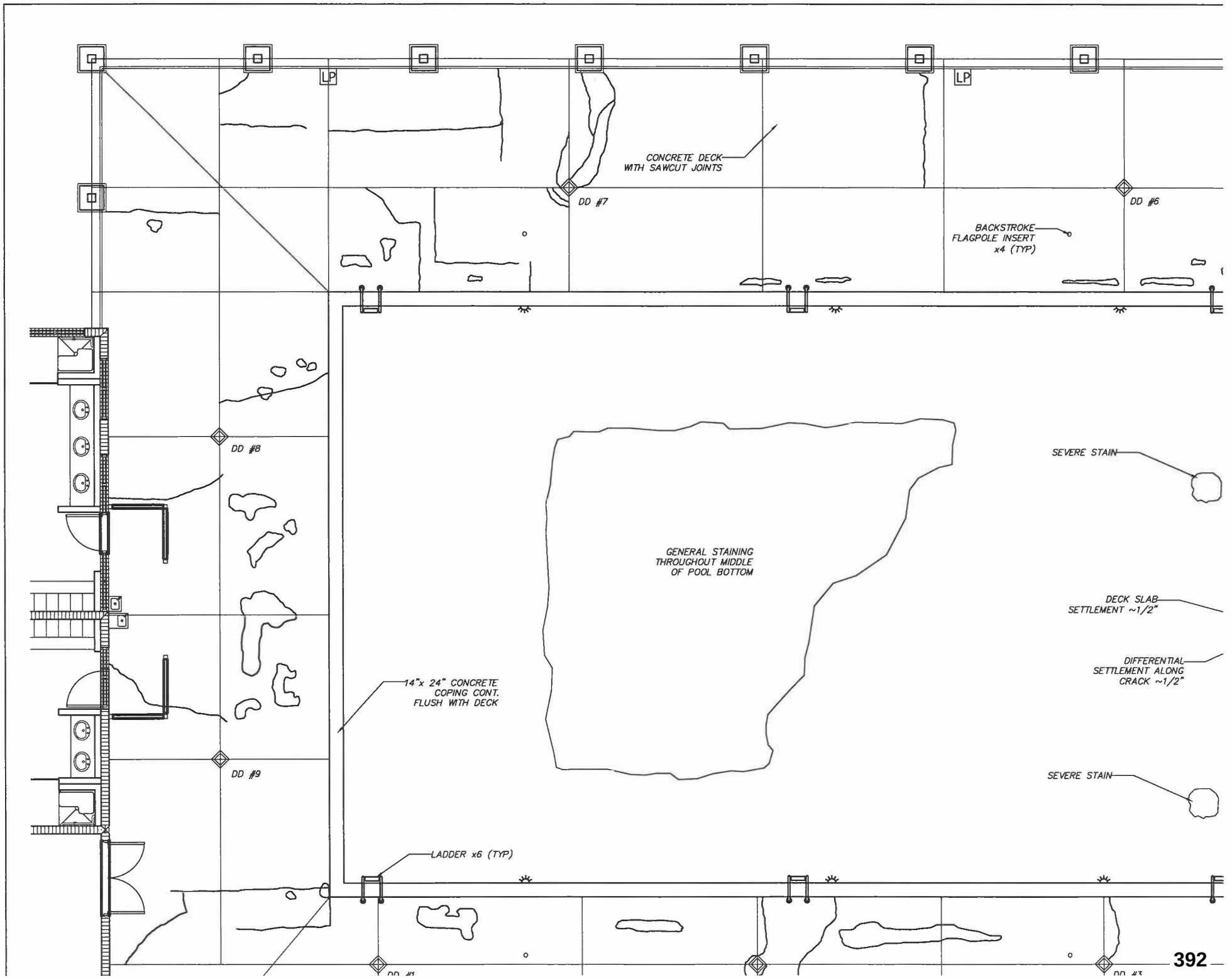
INDEX OF SHEETS

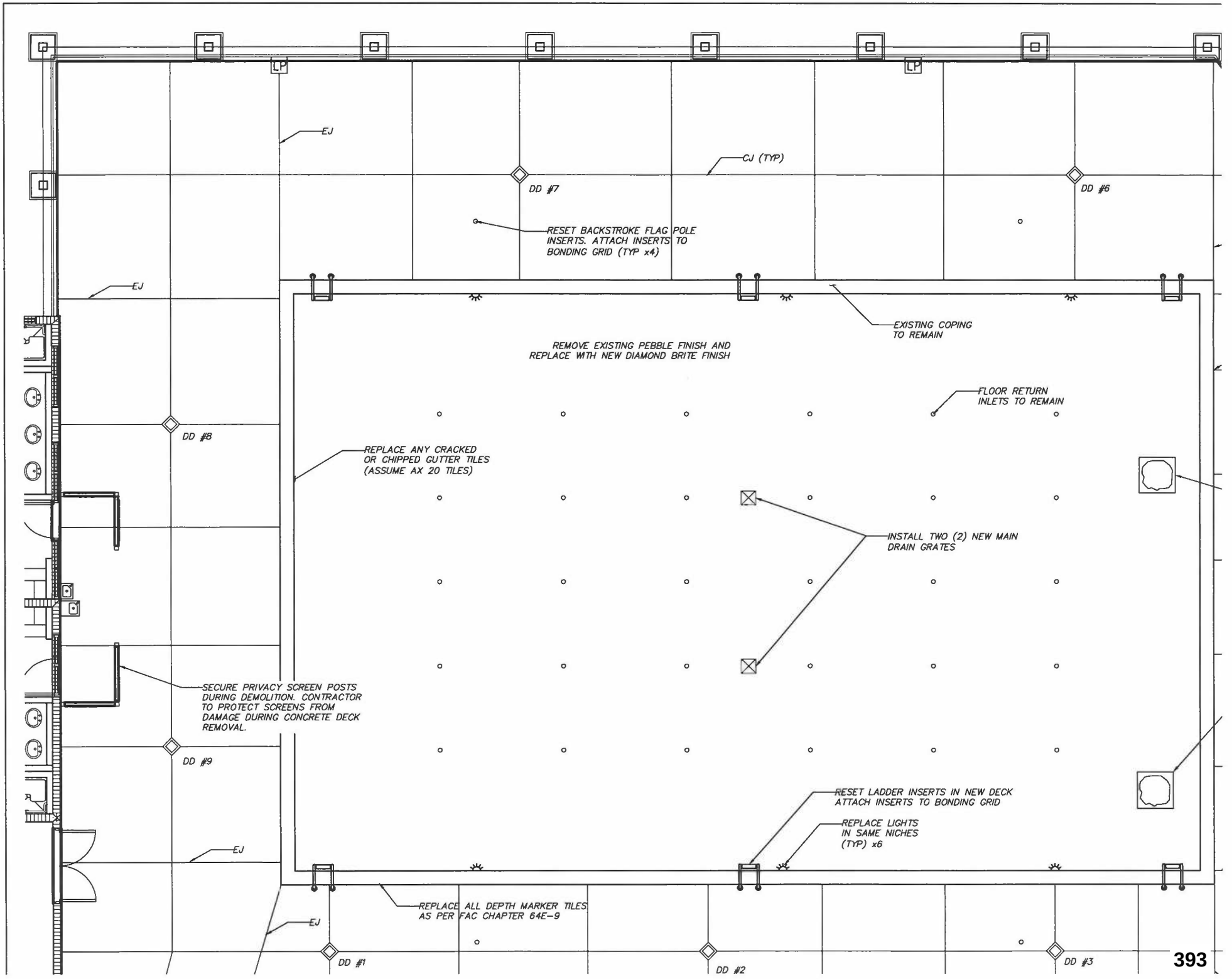
SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	EXISTING POOL AND DECK CONDITIONS
3	DECK IMPROVEMENT PLAN
4	POOL MARKINGS AND TARGET DETAILS
5	GENERAL NOTES

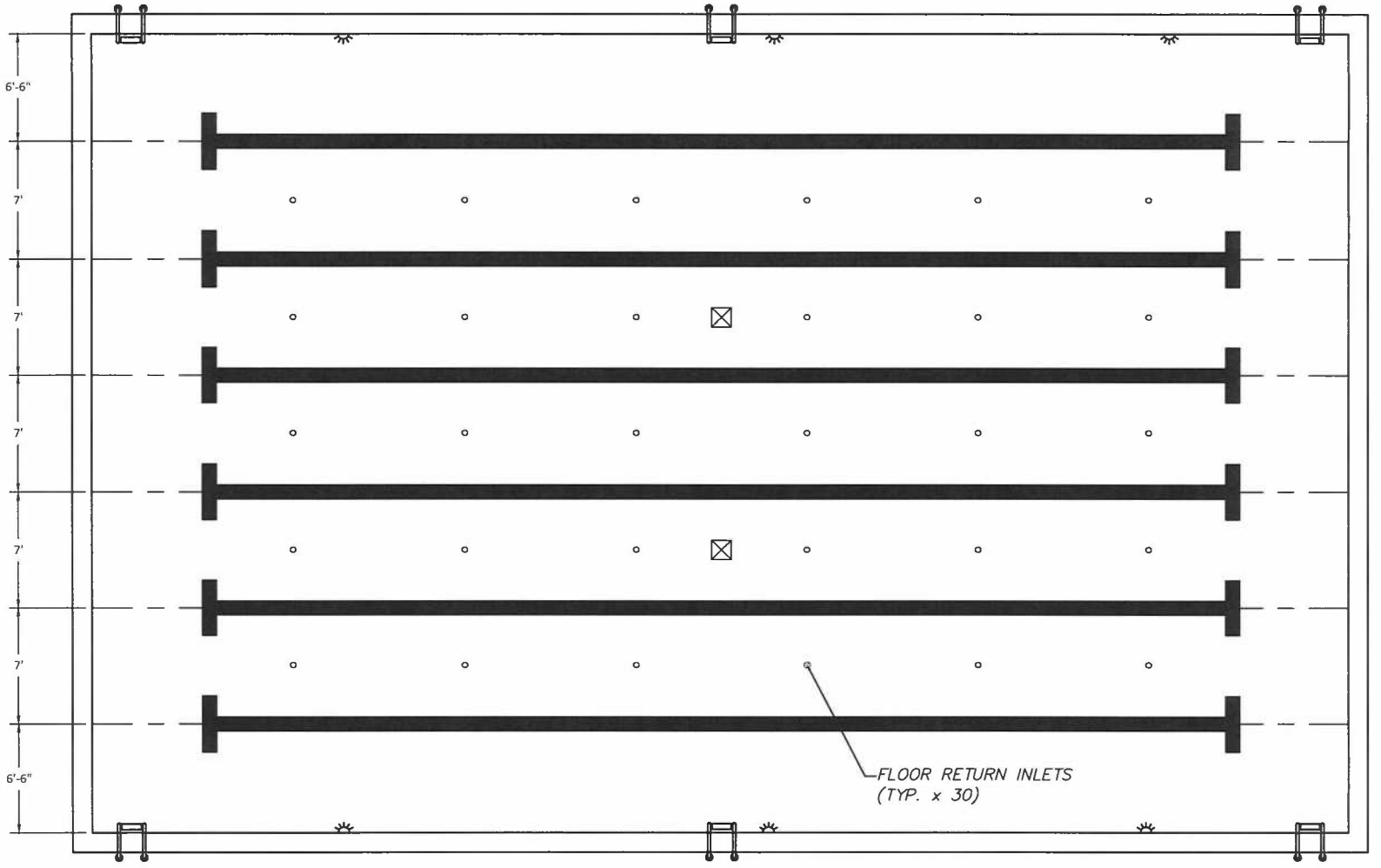
CITY OFFICIALS

NAME	TITLE
MICHAEL W. DAVEY	MAYOR
BRETT G. MOSS	VICE MAYOR
EDWARD LONDON	COUNCIL MEMBER
FRANKLIN H. CAPLAN	COUNCIL MEMBER
LUIS LAUREDO	COUNCIL MEMBER
ALLISON McCORMICK	COUNCIL MEMBER
IGNACIO J. SEGUROLA	COUNCIL MEMBER




LP
LP
CONCRETE DECK
WITH SAWCUT JOINTS
DD #7
DD #6
BACKSTROKE
FLAGPOLE INSERT
x4 (TYP)
DD #8
SEVERE STAIN
GENERAL STAINING
THROUGHOUT MIDDLE
OF POOL BOTTOM
DECK SLAB
SETTLEMENT ~1/2"
DIFFERENTIAL
SETTLEMENT ALONG
CRACK ~1/2"
14"x 24" CONCRETE
COPING CONT.
FLUSH WITH DECK
DD #9
SEVERE STAIN
LADDER x6 (TYP)


LP
LP
EJ
CJ (TYP)
DD #7
DD #6
RESET BACKSTROKE FLAG POLE INSERTS. ATTACH INSERTS TO BONDING GRID (TYP x4)
EJ
EXISTING COPING TO REMAIN
REMOVE EXISTING PEBBLE FINISH AND REPLACE WITH NEW DIAMOND BRITE FINISH
FLOOR RETURN INLETS TO REMAIN
DD #8
REPLACE ANY CRACKED OR CHIPPED GUTTER TILES (ASSUME AX 20 TILES)
INSTALL TWO (2) NEW MAIN DRAIN GRATES
SECURE PRIVACY SCREEN POSTS DURING DEMOLITION. CONTRACTOR TO PROTECT SCREENS FROM DAMAGE DURING CONCRETE DECK REMOVAL.
DD #9
RESET LADDER INSERTS IN NEW DECK ATTACH INSERTS TO BONDING GRID
REPLACE LIGHTS IN SAME NICHES (TYP) x6
EJ
REPLACE ALL DEPTH MARKER TILES AS PER FAC CHAPTER 64E-9
EJ
DD #1
DD #2
DD #3



POOL LANE LINE STRIPING

SCALE: 1" = 5'-0"

A

NOTES:

1. WALL TARGETS AND LANE LINES SHALL BE CONSTRUCTED OF 2"x2" BLACK POOL TILE TO THE DIMENSIONS SHOWN.
2. TILES SHALL BE SET FLUSH WITH NEW "DIAMOND BRITE" FINISH OR APPROVED EQUAL.
3. DEPTH MARKERS SHALL BE RESET ALONG POOL EDGE BEHIND COPING AND ALONG POOL WALL IN ACCORDANCE WITH STATE OF FLORIDA SWIMMING POOL CODE FAC CHAPTER 64E-9.
4. EXISTING POOL GUTTER TILE IS TO REMAIN DURING RESURFACING OF POOL. ANY DAMAGED TILES SHALL BE REPLACED.
5. FLOOR RETURN INLETS TO BE PROTECTED DURING DEMOLITION AND POOL INTERIOR RESURFACING. CONTRACTOR TO REMOVE INLET TOPS AND REINSTALL AT OWN DISCRETION. DAMAGED INLETS SHALL BE REPLACED AT NO ADDITIONAL COSTS.

GENERAL NOTES AND SPECIFICATIONS
PROJECT NO. 215612876

I. APPLICABLE CODES:

A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE FLORIDA BUILDING CODE 2017 WITH MIAMI-DADE COUNTY AND ALL OTHER LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE.

B. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NATIONAL GEODETICAL VERTICAL DATUM OF 1929, (N.G.V.D.), UNLESS OTHERWISE NOTED.

II. PRECONSTRUCTION RESPONSIBILITIES:

A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING AN EXCAVATION, CALL 1-800-432-4770.

B. LOCATION OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN OR FOR ANY FACILITY NOT SHOWN. VERIFY, IF POSSIBLE, THE ELEVATIONS, AND LOCATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING FACILITY IS ENCOUNTERED DURING CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.

C. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE PERMIT(S) PRIOR TO START OF CONSTRUCTION.

III. INSPECTIONS:

A. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AND ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 24 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:

- DEMOLITION
- SUB-GRADE PREP
- INSTALLATION OF INSERTS WITH BOND
- POOL FINISH
- POOL DECK
- FINAL

IV. SHOP DRAWINGS:

A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: CONCRETE MIX DESIGN, POOL FINISH, TILE, AND POOL LIGHTS.

V. TEMPORARY FACILITIES:

A. TEMPORARY FACILITIES-
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY IF NECESSARY.

B. TRAFFIC REGULATION-

1. MAINTAINANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.)
2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
3. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT EXPRESS PERMISSION OF BROWARD COUNTY PARKS AND RECREATION.

VI. PROJECT CLOSEOUT:

A. CLEANING UP-

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END, THE CONTRACTORS SHALL DO AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATIONS.
3. WHERE MATERIALS OR DEBRIS HAS WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS. SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTORS EXPENSE.

C. ALL UNPAVED SURFACES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.

D. PROJECT RECORD DOCUMENTS-

1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
2. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS.

VII. EARTHWORK AND COMPACTION:

A. IMPORTED BACKFILL SHALL BE A SAND, OR SAND-ROCK MIXTURE HAVING LESS THAN 5% SILT, 2% ORGANICS AND ROCK SIZES LESS THAN 1-½" IN DIAMETER OR AS PERMITTED BY THE ENGINEER. THIS MATERIAL SHALL BE CLASSIFIED AS A-1, A-2-4 OR A-3.

B. REMOVE ALL DELETRIOUS MATERIAL AND DEBRIS FROM BENEATH THE POOL DECK AND REPLACE WITH CLEAN FILL.

C. THE EXISTING SUBGRADE AND FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PER ASTM D-1557.

VIII. MATERIALS:

A. GENERAL-

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH SOUND CONSTRUCTION PRACTICES TYPICAL OF THE SOUTH FLORIDA AREA AND IN COMPLIANCE WITH THE FLORIDA BUILDING CODE.

B. MATERIALS-

1. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 psi.
2. CONCRETE SHALL BE CURED BY WET BURLAP, VAPOR BARRIER OR CLEAR CURING COMPOUND AS APPROVED BY THE ENGINEER.
3. REINFORCING STEEL SHALL BE 60 KSI MINIMUM.
4. POOL FINISH MATERIAL SHALL BE DIAMOND BRITE OR APPROVED EQUAL. COLOR AS SELECTED BY THE VILLAGE.

C. INSTALLATION-

1. CONCRETE SHALL BE FORMED, TRANSPORTED, PLACED AND CURED IN ACCORDANCE WITH ALL APPLICABLE SECTIONS OF THE ACI STANDARD SPECIFICATIONS.
2. CONCRETE DECK SLAB SHALL HAVE A LIGHT BROOM FINISH INTENDED TO BE NON-SLIP BUT NOT ABRASIVE TO BARE FEET.
3. SAWCUTS SHALL BE PLACED AT THE SPACING AND LOCATION AS INDICATED IN THE PLANS
4. SAWCUTS SHALL BE A MINIMUM OF 1/8" WIDE BY 1-½" DEEP TO CONTROL SHRINKAGE CRACKS.
5. ALL CONCRETE EDGES SHALL BE TOOLED WITH A 1/4" QUARTER-ROUND TOOL.
6. SUBGRADE DENSITY TESTS SHALL BE CONDUCTED FOR A MAXIMUM 2500 SQUARE FEET OF FINISHED PRODUCT.
7. PROCTORS SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE. ANY SUBSEQUENT CHANGES IN MATERIALS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE VILLAGE.

Opinion of Probable Cost
Key Biscayne Community Park Pool Improvements

	Schedule of Values	Quantity	Unit	Unit Cost	Cost
1	Mobilization plus O/H and Profit	1	LS	$ 25,000.00	$ 25,000.00
2	Indemnification	1	LS	$ 2,000.00	$ 2,000.00
3	As Builts / Certification for Competition	1	LS	$ 5,000.00	$ 5,000.00
4	Permit Fees	1	LS	$ 8,000.00	$ 8,000.00
5	Dewatering, incl. pump and settlement tank	1	LS	$ 20,000.00	$ 20,000.00
6	Remove and dispose of existing concrete deck incluing earthwork as needed	4565	SF	$ 4.00	$ 18,260.00
7	Replace concrete pool deck	4565	SF	$ 13.20	$ 60,258.00
8	Install expansion joints	112	LF	$ 6.00	$ 672.00
9	Sawcut construction joints	650	LF	$ 5.00	$ 3,250.00
10	Remove and dispose of existing pool finish	4566	SF	$ 2.00	$ 9,132.00
11	Replace pool finish with new diamond brite finish	4566	SF	$ 9.50	$ 43,377.00
12	Install lane line tiles	275	SF	$ 32.00	$ 8,800.00
13	Install wall target tiles	35	SF	$ 32.00	$ 1,120.00
14	Replace damaged gutter tiles	100	SF	$ 32.00	$ 3,200.00
15	Replace main drain grates	2	EA	$ 400.00	$ 800.00
16	Remove and reset ladders	6	EA	$ 100.00	$ 600.00
17	Remove and reset backstroke flag poles	4	EA	$ 100.00	$ 400.00
18	Install new UW lights, including transformers	6	EA	$ 400.00	$ 2,400.00
19	Set new depth marker tiles	1	LS	$ 1,200.00	$ 1,200.00
20	Remove and reset privacy screens near restrooms	1	LS	$ 1,000.00	$ 1,000.00
21	Contingency - Non Bid Item	1	LS	$ 5,000.00	$ 5,000.00
	TOTAL				**$ 219,469.00**

INVITATION TO BID

No. 2021-09

POOL INTERIOR AND DECK RESURFACING

VILLAGE OF KEY BISCAYNE

VILLAGE COUNCIL

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

VILLAGE ATTORNEY

Weiss, Serota, Helfman, Cole & Bierman, P.L.

VILLAGE CLERK

Jocelyn B. Koch

INTERIM VILLAGE MANAGER

Charles R. Press

PUBLIC NOTICE

ITB Name:	Pool Interior and Deck Resurfacing
ITB No.:	2021-09
Pre-Bid Conference:	NON-MANDATORY, 10:30 AM, March 4, 2021
Bid Deadline:	4:00 PM, March 18, 2021

The Village of Key Biscayne ("Village") has issued an Invitation to Bid ("ITB") to interested and qualified businesses to receive sealed Bids ("Bids" or "Responses") for the following project: **Pool Interior and Deck Resurfacing.**

The Village of Key Biscayne hereby requests bids for the selection of a qualified contractor to provide the design, labor, materials, equipment, services, and all incidentals necessary, as further defined in this invitation to bid, to resurface the Village's Community Center swimming pool and pool deck, located at **10 Village Green Way, Key Biscayne, FL 33149**. The information used in this Invitation to Bid ("ITB") will be used by the Village to make its determination. The Village intends to award a contract to the selected Contractor for the Project provided in this ITB.

The Project must be completed within 21 days. The swimming pool measures 25 yards, has six (6) lanes, and is approximately 23 meters deep (132,000 gallons). Additionally, the Project includes resurfacing the concrete flooring surrounding the pool, including the terrace and steps, with a textured surface product. The surface area of the pool deck is approximately 6,650 sq. ft. All specifications must be verified by bidder prior to submitting a Response.

Bids must be submitted electronically to the Village by no later than **4:00 PM, March 18, 2021** on the https://keybiscayne.bonfirehub.com/portal (the "Procurement Portal"). Any Bid received after the deadline or delivered in any other manner than the Procurement Portal shall not be considered for award. Bidders are responsible for ensuring that their Response is uploaded by the deadline.

Interested businesses may obtain the full ITB and all associated documents through the Procurement Portal. Interested businesses will be asked to register prior to downloading the ITB documents. Registration is free and easy and can be done in minutes. A tutorial on how to register and submit a response can be found here: https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-. It is strongly encouraged that interested businesses include any commodity codes for the services or products it offers as the Village uses these codes to send notice of relevant solicitation opportunities. Any questions related to registration may be directed to procurement@keybiscayne.fl.gov.

A non-mandatory pre-bid conference for interested firms will be held on **March 4, 2021** at **10:30 AM** at the Community Center Pool located at 10 Village Green Way, Key Biscayne, FL 33149. All representatives must wear proper face coverings at all times while attending the pre-bid conference. Any and all questions or requests for information or clarification pertaining to this ITB must be made in writing via email to procurement@keybiscayne.fl.gov by no later than **March 11, 2021**.

Dated: 01/05/2021 Published: 2/25/2021

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SECTION 1. INFORMATION FOR THE RESPONDENTS

1.1 GENERAL INFORMATION

The Village of Key Biscayne (the "Village") is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four-lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single-family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays. The Village is the home to approximately 13,000 residents residing on 1.1 sq. miles.

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

1.2 INTRODUCTION/BACKGROUND

The Village hereby requests Bids for the selection of a qualified business (hereinafter "Bidder" or "Respondent") to provide the labor, materials, equipment, services, and all incidentals necessary, as further defined in Section 2 of this solicitation ("Services/Work") to provide the requested Services/Work within the Village of Key Biscayne. The information used in this Invitation to Bid ("ITB") will be used by the Village to make its determination.

1.3 VILLAGE RIGHTS

The Village reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the Village deems in its best interest. Notwithstanding, the Village may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

The Village also reserves the right to waive minor variations or irregularities in the Responses.

1.4 ADDENDA

If the Village finds it necessary to add to, or amend this ITB prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing Form AA, Addendum Acknowledgement, and providing it with its Response.

1.5 CERTIFICATION

The signer of the Response (to this ITB) must declare by signing the Forms included in Section 4 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover

letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.6 REQUESTS FOR INFORMATION

Respondents may request additional information, clarification, or modifications in the form of a Request for Information ("RFI"). Respondents seeking such information must email their RFIs to procurement@keybiscayne.fl.gov in order to receive a response. The request must include the Respondent's name, the ITB number, and ITB title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events in Section 3.4 to receive a response. Late or mis-delivered requests may not receive a Village response.

The Village will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The Village, at its sole discretion, may not issue a response to an RFI. Respondents should not rely on any representations made outside of these written addenda. Where a conflict appears between the ITB and any issued addenda, the last addendum issued will prevail.

Addenda will be made available on the Procurement Portal and it is the Respondent's sole responsibility to ensure receipt of all addenda prior to submitting a response.

1.7 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

1.8 RETENTION OF RESPONSES

The Village reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Respondent is selected.

1.9 VILLAGE AUTHORITY

Bids will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all Bids, reject a Bid which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Respondent. Bids received after the deadline provided in this ITB will not be considered.

1.10 LOBBYIST REGISTRATION

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

1.11 RESPONSE /PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this ITB, nor subsequent inquiries or presentations relating to its Response.

1.12 PERMITS, TAXES, LICENSES

The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

1.13 LAWS, ORDINANCES

The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

1.14 TERMS OF ENGAGEMENT

The Respondent, by submission of its Response, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A," ("Contract") and further agrees to execute the Contract without change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

Responses that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

END OF SECTION

SECTION 2. SERVICES NEEDED BY THE VILLAGE

2.1 SCOPE OF SERVICES

The scope of work shall include all labor, materials, tools, staging, permit, fees, licenses, hoisting, hauling, taxes, equipment, supervision and any incidentals required for the proper and complete performance of the pool deck resurfacing project ("Project") consistent with the requirements set forth herein.

All work shall be performed in strict accordance to the contract documents and shall include, but not be limited to, the following:

2.1.1 GENERAL REQUIREMENTS

2.1.1.1 Any and all damage to surrounding area must be repaired by the Contractor;

2.1.1.2 Contractor to include protection of work site (i.e. barricades, caution tape, windscreen, lock for gate(s), etc.);

2.1.1.3 Contractor is to include a detailed Project Schedule with Bid and a fully developed Project Schedule no later than five (5) working days after issuance of Work Order/Authorization. Contractor must adhere to the Project Schedule and Contractor understands that time is of the essence with respect to Project completion;

2.1.1.4 Contractor must indicate the ultimate location of debris removal from the Project Site and must remove and dispose all debris to the approved debris removal location;

2.1.1.5 Contractor will be responsible for obtaining and coordinating all subsurface utility elements-line locations, vaults, and the like, by an experienced, qualified, private line location company, and by Sunshine State Line Locations. Any damage to any sub-surface elements shall be the sole responsibility of the successful Bidder, and the successful Bidder will bear all costs of required repair and/or replacement;

2.1.1.6 Contractor must restore Site to pre-existing conditions. Contractor must clear all construction debris prior to Final Completion;

2.1.1.7 Warranty and Guarantee: Contractor warrants to the Village that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a five (5) year warranty on labor from the date of acceptance of the Work by the Village. Contractor must provide a minimum written warranty of five (5) years on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a longer warranty than what is stated above, then then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Village a copy of the manufacturer's warranty prior to the Village issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Village, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty.

Should the Contractor fail to perform any required warranty work, the Village, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Village. Where such funds are not available, the Village will bill the Contractor and Contractor will reimburse the Village within thirty (30) calendar days. The Village may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Village.

2.1.1.8 The Project must result in a fully-functioning pool interior surface and pool deck surface in accordance with and as required by all applicable federal, state, and local building codes, laws, ordinances, rules, and regulations, solely with respect to the design and construction of the Project by the Contractor;

2.1.1.9 Final inspection and approval must be obtained prior to final payment.

2.1.2 POOL INTERIOR SURFACE REPAIRS shall consist of, but not be limited to, the following:

2.1.2.1 Drainage of the pool and the verification of the ground water table;

2.1.2.2 Sanding of the existing pool surface and removal of the existing pool finish;

2.1.2.3 Undercutting of the existing gutter tile, pool lights, and waterline tile and drains inclusive of the successful Bidder's repair of any and all damaged tile at no additional cost to the Village;

2.1.2.4 Mechanical chipping and acid washing of the pool walls and pool floor;

2.1.2.5 Repair of any structural cracks, exposed rebar with sand blasting, rust inhibiting, and coating finish;

2.1.2.6 Installation of new pool light gaskets;

2.1.2.7 Installation of all new adjustable inlet fitting and Virginia Graeme Baker and Spa Safety Act (VGBA) approved main drain frames and grates;

2.1.2.8 Application of a bonding agent enhancing the scratch coat product to ensure successful bonding with the new coating – successful Bidder must submit all corresponding product data: (Bound Cote or equivalent);

2.1.2.9 Application of the Diamond-Brite pool surface material or equivalent, and the refilling of the pool and stabilization of the water to normal, operational parameters;

2.1.2.10 Installation of new gutter tiles and releveling gutter with new gutter grates;

2.1.2.11 Installation of new racing lanes, line anchors and wall targets;

2.1.2.12 Balancing pool and use.

2.1.3 POOL DECK REPAIRS shall consist of, but not be limited to, the following:

2.1.3.1 Application of a chlorine rinse for removal of mildew and algae build-up;

2.1.3.2 The grinding down/off of all loose areas, protrusions and uneven surfaces;

2.1.3.3 Saw cutting of all shrinkage cracking, releveling of all surface drains and replacing all drain grates;

2.1.3.4 Filling of all cracks using a flexible crack bond JF-311 joint and self-leveling crack filler, or a product of equal or greater quality;

2.1.3.5 Pressure washing of the entire pool deck;

2.1.3.6 Finishing of the pool deck with the application of a base coat for the filling of small crevices, holes, and minor imperfections; the application of a texture coat (knock down finish H&C DURA-TOP FORIDECK TEXTRUE or equivalent);

2.1.3.7 Contractor must submit all corresponding product data;

2.1.3.8 Application of two (2) coats of water-based acrylic, color concrete sealer;

2.1.3.9 The provision of all necessary Miami-Dade County requirements – related Notices of Approval (NOA's) and all required building permits and testing.

END OF SECTION

SECTION 3. RESPONSE SUBMISSION REQUIREMENTS AND AWARD

3.1 GENERAL RESPONSE INSTRUCTIONS

Responses must be submitted electronically to the Village via the Procurement Portal by no later than the Proposals Due date and time listed in Section 3.4. Any Response received after the deadline or delivered in any other manner than the Procurement Portal shall not be considered for award. Respondents are responsible for ensuring that their Response is uploaded to the Procurement Portal by the deadline.

3.2 DEFINITIONS

a) **Days**: Days shall mean calendar days.
b) **Responsible Bidder**: In order to be considered a "responsible" bidder, the Bidder must have adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract.
c) **Responsive Bidder**: Any person, firm, or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
d) **Work**: The services required by the Contract Documents, including labor and materials.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Respondents must demonstrate the following in their response:

1. Respondent must be a Florida State licensed Pool Contractor or Florida State licensed General Contractor and be in good standing with the Florida Department of Professional Regulation.
2. Respondent must have three (3) years of continuous operation under the same name providing the same services;
3. Respondent's project manager must have a minimum of five (5) years of experience in the same field as the Services with prior project management experience, and must be capable of speaking and making decisions on behalf of the Respondent.

Each Respondent shall meet all legal, technical, and professional requirements for providing the requested Services.

The Respondents shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Village reserves the right to make investigations of the Respondents' qualifications or any of its agents, as it deems appropriate.

3.4 SCHEDULE OF EVENTS

The following schedule shall govern this ITB. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of ITB	2/25/2021
2	Non-Mandatory Pre-Bid Meeting	3/4/2021 @ 10:30 AM
3	Closing Date for Bidder Questions	3/11/2021
4	Village's Answers to Questions by Bidders	3/15/2021
5	Bids Due	3/18/2021@ 4:00 PM
6	Staff Member's Review of Bids	3/18/2021 – 3/31/2021
7	Manager's Intent to Award	3/31/2021
8	Award at Council Meeting	4/6/2021

3.5 BID FORMS

The Respondent shall submit an original Bid on the bid forms attached to this ITB. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include:

a) Agreement/Contract;
b) Qualifications Questionnaire;
c) Attachments listed in 3.7;
d) Bid Forms as specified in Section 4;
e) Project Schedule;
f) Certificate or Evidence of Insurance

3.6 SIGNATURE ON BID

The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

3.7 QUALIFICATION OF BIDDERS

Bidder must complete and submit the Qualifications Questionnaire in the Procurement Portal. In addition to any Questionnaires, Proposer must provide the following information:

a) Bidder must include a list of all clients for the past three (3) years prior to the issuance of this ITB.
b) Bidder must include a minimum of three (3) client references from other municipalities for completed projects of similar scope.
c) Include any relevant business licenses, including occupation, and Florida registration (Company certifications, not personal) and a copy of State Corporate or other proof from the State of Florida that Proposer is authorized to do business in this State.
d) In a document not to exceed one (1) page, describe available facilities, technological capabilities and other available resources that Proposer can offer that would benefit the services performed under this contract.
e) In a document not to exceed one (1) page, include a list of equipment owned by the Proposer that will be used under this contract. Include the general condition and age of each item.

3.8 AWARD OF CONTRACT

The Award of the Contract will be to the lowest Responsive and Responsible Bidder(s), whose qualifications indicate the Award will be in the best interest of the Village and whose Bid(s) complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Village Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. In evaluating responsibility, the Village may also consider previous contracts with the Village, past performance and experience with other contracts, compatibility of the project team with Village personnel, and any other criteria deemed relevant by the Village.

If the successful Bidder to whom a Contract is awarded forfeits the Award by failing to meet the conditions of award, the Village may award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.

3.9 TIE BIDS

In the event of a tie, the Contract will be awarded to the Contractor with most Capital based on a Financial Statement.

3.10 EXECUTION OF CONTRACT

The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the Village a fully executed Agreement and all requested certificates of insurance and bonds.

3.11 TIME AND AWARD

The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the Village review, award, and execute the Agreement.

3.12 BID MODIFICATIONS

No modifications shall be submitted by Bidder or accepted by the Village.

3.13 WITHDRAWAL OF A BID

A Bidder may withdraw its Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of withdrawal should be made in writing to the Village Clerk's Office, Jennifer Medina, CMC, at 88 West McIntyre Street., Suite 220, Key Biscayne, Florida 33149 with a copy to Procurement.

3.14 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Village Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

3.15 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.

3.16 ALLOWANCES

Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Village may deem necessary if ordered and authorized by the Village in accordance with the Contract Documents.

3.17 INSURANCE

Bidder shall secure and maintain throughout the duration of this ITB and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. 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 Bidder's insurance and shall not contribute to the Bidder's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Bidder's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and 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. All coverage forms must be primary and non-contributory and the Bidder shall provide a waiver of subrogation for the benefit of the Village. The Bidder shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

a) 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 Bidder. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.
b) 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 Bidder shall be allowed to provide Services pursuant to this ITB who is not covered by Worker's Compensation insurance.
c) Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

3.18 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the

convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

3.19 EXAMINATION OF BIDDER'S FACILITIES

The Village, as part of its evaluation may perform an examination of the Bidder's facilities. The Village Manager or designee, as part of the evaluation, may perform this examination.

The term facilities as used in this solicitation shall include, but shall not be limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible, that the Village may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and Village Ordinances. Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Village reserves the right to perform such examinations on the successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Contract.

END OF SECTION

SECTION 4. FORMS AND ATTACHMENTS

4.1 ATTACHMENTS

The following exhibits are attached and incorporated into this solicitation:

- Attachment A: Draft Contract
- Attachment B: Pictures
- Attachment C: Drawing

4.2 FORMS

The following forms and affidavits are attached to this solicitation for completion and submission with the Respondent's Response:

- Form AA: Addendum Acknowledgment
- Form COA: Certificate of Authority
- Form CD: Company Declaration
- Form SEA: Single Execution Affidavit
- Bid Form – Electronic on Procurement Portal

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Edward London
Luis Lauredo
Allison McCormick
Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Jeremy Calleros-Gauger, RA, LEED-AP, AICP
Building, Zoning, and Planning Director

THRU: Steven C. Williamson, Village Manager

RE: Regulatory Variance for 300 Greenwood Drive and 310 Greenwood Drive

APPLICATION SUMMARY

Applicant	Ian and Kim Bickley
Request	Approval of a variance to allow the expansion on a legal, nonconforming structure with an existing 7.5-foot side setback where 15 feet are required on a lot larger than 100 feet in width within the Village Residential (VR) zoning district.
Site Address	300 and 310 Greenwood Drive
Master Plan	Medium Density Single Family Residential
Zoning District	VR – Village Residential
File Number	DRY 22-00026
Recommendation	Approval

EXPLANATION AND ANALYSIS

The Request: The applicant is seeking a variance to allow an existing 7.5-foot side setback where 15 feet are required for a lot width larger than 100 feet within the Village Residential (VR) zoning district for a proposed addition larger than 50 percent of the existing structure. The applicant intends on purchasing the neighboring lot located at 310 Greenwood Drive and unifying the two lots hereinafter referred to as "the Property" in order to expand the existing 3,296 square foot (SF), two-story single-family home located at 300 Greenwood Drive.

Variance Evaluation Criteria: The Village's Zoning Ordinance provides for the granting of variances subject to a finding that the petition meets the following criteria:

Criteria 1 Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

Analysis The subject Property is within the Tropical Isle Homes 4th Addition Subdivision which consists of two lots on block 29. The property at 300 Greenwood Drive, also known as lot 10, has a lot width of 75.71 feet and 310 Greenwood Drive, also known as lot 11, has a lot width of approximately 84 feet for a combined total lot frontage of approximately 159.71 feet.

The home on lot 11 was built in 1984 while the home on lot 10 was built more recently in 2004. With the owner's intent to unify both lots 10 and 11 and demolish the older home, the proposal seeks to expand upon the remaining residence by adding an additional 2,532 SF of floor area to the already existing 3,296 SF structure.

Current zoning regulations under Section 30-100(e) of the Village of Key Biscayne's Zoning and Land Development Regulations (the "Code") require all new construction or second floor additions with a lot width greater than 100 feet to have a side yard that is not less than 15 feet.

According to the Nonconforming Buildings and Structures section under 30-30(2)(a)(2)(b) of the Code, if the total square footage of the proposed improvement is equal to or exceeds 50 percent of the Structure's net square footage at the time it became nonconforming, the entire Structure and site improvements shall be brought into compliance with current regulations.

improvements shall be brought into compliance with current regulations.

Based on the above information, unifying both lots would convert the two lots into one. Additionally, the proposed expansion would be 77% of the existing home's square footage and would therefore constitute it as a legal, nonconforming building since a lot that is larger than 100 feet in width would require a 15-foot minimum side yard setback and making the existing 7.5-foot setback nonconforming.

Overall, the proposal would maintain the basic intent and purpose of the zoning, subdivision, and other land use regulations by allowing an existing and fairly new single-family home to be improved by keeping sustainability in mind.

Finding Consistent

Criteria 2 Is compatible with the surrounding land uses and would not be detrimental to the community.

Analysis The Medium Density Single Family Residential land use category is intended to allow for the use of single family, detached homes on lots of at least 7,500 square feet of net area. The proposed detached, single-family residence is compatible with the surrounding land uses and as such would not be detrimental to the community.

Finding Consistent

RECOMMENDATION

With sustainability in mind, preserving the existing 300 Greenwood Drive residence and providing a minimum 15-foot interior side setback would not be feasible without demolishing the structure in its entirety. It is recommended that the Council approve the request subject to recording in the Miami-Dade County Public Records with the following conditions:

- A Unity of Title or Covenant in lieu of Unity of Title must be recorded with the Miami-Dade Public Records prior to obtaining building permit.
- The property shall meet all current regulations. Specifically, where the Floor-Area-Ratio (FAR) exceeds the 30% base FAR, the project shall be subject to obtaining FAR bonuses in accordance with Section 30-100(b).

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST TO ALLOW THE EXPANSION OF A LEGAL, NONCONFORMING STRUCTURE WITH AN EXISTING 7.5-FOOT SIDE SETBACK WHERE 15 FEET IS REQUIRED ON LOTS LARGER THAN 100 FEET IN WIDTH FOR THE PROPERTY LOCATED AT 300 AND 310 GREENWOOD DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ian and Kim Bickley ("Applicant") are the owners of 300 Greenwood Drive and are purchasing the property located at 310 Greenwood Drive in order to unite both lots as one unified lot ("Property); and

WHEREAS, pursuant to Section 30-63 of the Village Code of Ordinances ("Village Code"), the Applicant has submitted a Planning and Zoning Application seeking a regulatory variance from the provisions of Section 30-100(e) to allow for the expansion of a legal, nonconforming structure with an existing 7.5-foot side setback to remain where 15 feet are otherwise required on lots larger than 100 feet in width within the Village Residential (VR) zoning district ("Variance"); and

WHEREAS, after reviewing the Variance request, Village Staff finds that the variance would be consistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends approval with conditions of the Variance; and

WHEREAS, after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

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

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

Section 2. Findings. The Village Council finds that the Applicant has met the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that the Variance will (a) result in conditions that maintain and are consistent with the intent and purpose of the Village Code, and protect and maintain the general welfare, stability, and appearance of the community; and (b) be compatible with the surrounding land uses and will not be detrimental to the community.

Section 3. Approval of Variance. The Village Council, based upon competent substantial evidence in the record, hereby approves the Applicant's request to vary the provisions of Section 30-100(e) of the Village Code to allow for expansion of a legal, nonconforming structure with an existing 7.5-foot side setback to remain where 15 feet are otherwise required on lots larger than 100 feet in width within the Village Residential (VR) zoning district.

Section 4. Conditions. The approval granted by this Resolution is subject to compliance with the following conditions, to which the Applicant stipulated and agreed to at the public hearing:

a. A Unity of Title must be recorded in the public records of Miami-Dade County, Florida prior to obtaining a building permit.

b. The Property shall meet all current regulations within the Village Code. Specifically, where the Floor-Area-Ratio (FAR) exceeds the 30% base FAR, the project shall be subject to obtaining FAR bonuses in accordance with Section 30-100(b) of the Village Code.

Section 5. **Recording.** This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

Section 6. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

REGULATORY VARIANCE REQUEST FOR:

300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, 33149

FOLIO #: 24-4232-006-2990/3000

DRAWING INDEX:

ARCHITECTURAL

A0	COVER SHEET
A1	ZONING MAP
A2	300 GREENWOOD DR SURVEY
A3	310 GREENWOOD DR SURVEY
A4	FUTURE COMBINED SURVEY
A5	EXISTING SITE PHOTOS
A6	ALLOWABLE FIRST FLOOR ADDITION
A7	ALLOWABLE SECOND FLOOR ADDITION

AUGUST 24th, 2022

VILLAGE OF KEY BISCAYNE COUNCIL MEETING

REVIEWED
8/4/22
RECEIVED
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRV22-00026

Issue 7/29/22

THE WEBER STUDIO
ARCHITECTS
104 CRANDON BLVD. SUITE 414
KEY BISCAYNE, FLORIDA 33149
305.361.9956 305.361.9986

REGULATORY VARIANCE REQUEST FOR:
300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO #24-4232-006-2990& #24-4232-006-3000

FRONT COVER SHEET

DATE	07/29/2022
DRAWN BY	LC
REVISION	DATE

A0

SINGLE FAMILY RESIDENTIAL:
- IR Island Residential
- VE Village Estate
- VR Village Residential

SINGLE & TWO FAMILY DISTRICTS:
- PS Parkside Residential

MULTIPLE FAMILY DISTRICTS
- RM-10 Low Density
- RM-16 Medium Density
- RM-30 High Density

HOTEL DISTRICT
- HR Hotel Resort

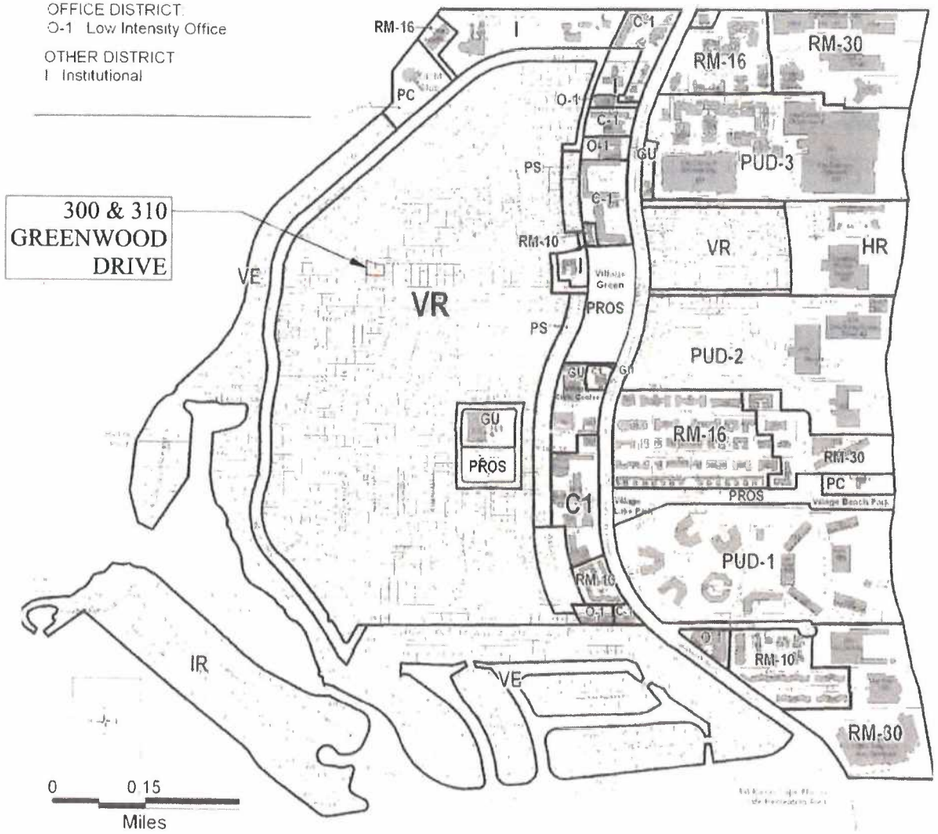
SPECIAL USE DISTRICTS
- GU Goverment Use
- PROS Public Recreation & Open Spaces
- PC Private Club
- PUD-1 Ocean Club
- PUD-2 Grand Bay
- PUD-3 Key Colony

COMMERCIAL DISTRICT
- C-1 Low Intensity Commercial

OFFICE DISTRICT
- O-1 Low Intensity Office

OTHER DISTRICT
- I Institutional

Official Zoning Map of the Village of Key Biscayne



VILLAGE OF KEY BISCAYNE ZONING MAP
1 A1 NTS

310 GREENWOOD DRIVE

300 GREENWOOD DRIVE



2 A1 NTS LOCATION MAP

RECEIVED 8/4/22
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRY22-000026

THE WEBER STUDIO
ARCHITECTS
180 CRANDON BLVD, SUITE 414
KEY BISCAYNE, FLORIDA 33149
305.361.9936 305.361.9966

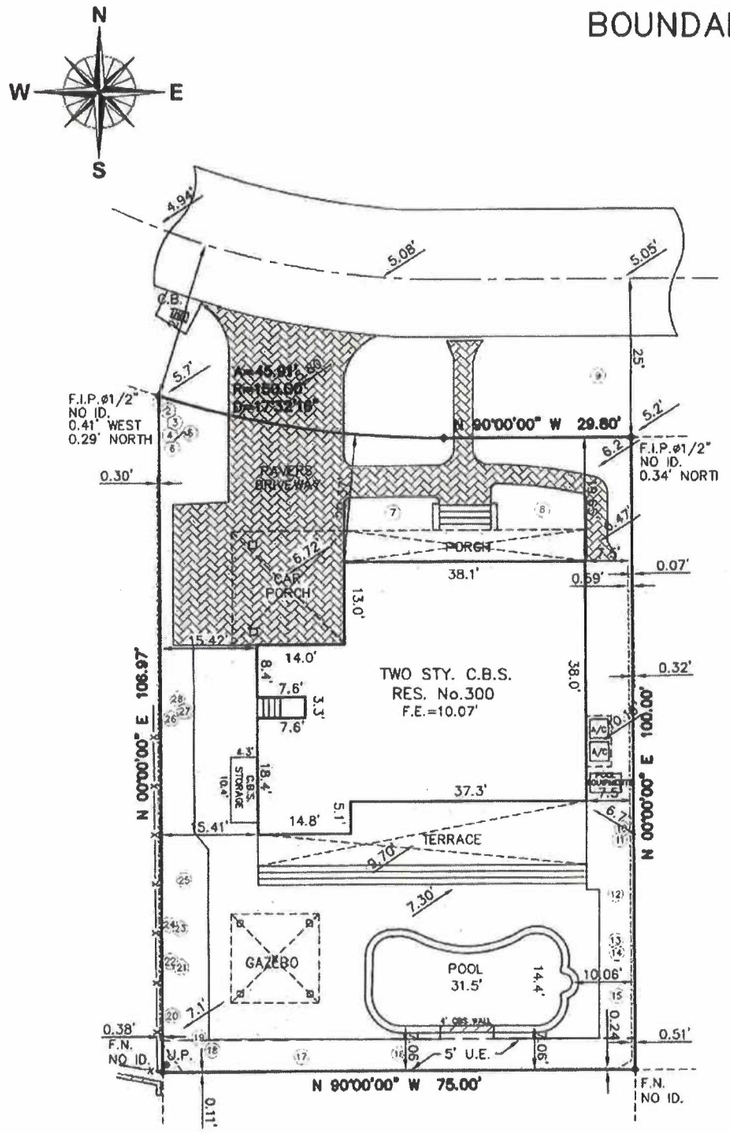
REGULATORY VARIANCE REQUEST FOR:
300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO #24-4232-006-3960 & #24-4232-006-3000

ZONING MAPS AERIAL PHOTO

DATE 8/4/2022
BY
DATE

A1

BOUNDARY AND TOPOGRAPHIC SURVEY



TREE TABLE

#	COMMON NAME	HEIGHT	SPREAD	DBH
1	PALMS(4)	20'	10'	6"
2	PALMS(2)	20'	10'	6"
3	PALMS(4)	20'	10'	6"
4	PALMS(4)	20'	10'	6"
5	PALM	30'	20'	8"
6	PALM	20'	10'	6"
7	PALMS(2)	40'	30'	16"
8	PALMS(2)	45'	30'	18"
9	PALMS(3)	20'	10'	6"
10	PALM	30'	15'	7"
11	PALM	30'	15'	7"
12	PALMS(2)	35'	15'	8"
13	PALM	35'	15'	8"
14	PALM	35'	15'	8"
15	PALM	25'	10'	7"
16	PALM	25'	10'	6"
17	PALMS(4)	25'	10'	6"
18	PALM	20'	10'	5"
19	PALM	20'	10'	4"
20	TREE	20'	20'	5"
21	PALM	30'	20'	9"
22	TREE	20'	20'	5"
23	PALM	30'	20'	7"
24	TREE	25'	20'	4"
25	PALM	30'	20'	7"
26	PALM	30'	20'	8"
27	TREE	10'	15'	8"
28	TREE	10"	15'	8"

Digitally signed
by Alfredo Diaz
Date: 2022.07.05
'09:00:01 -04'00

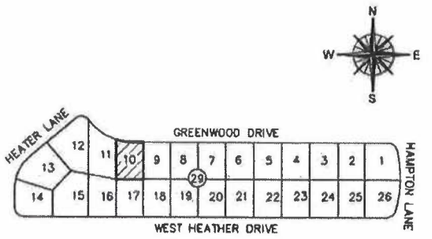
ALFREDO DIAZ PSM LICENSE No LS6903 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PROPERTY ADDRESS:

300 GREENWOOD DRIVE, KEY BISCAYNE, FLORIDA 33149.

LEGAL DESCRIPTION

LOT 10, IN BLOCK 29, OF FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



LOCATION SKETCH
N.T.S.

NOTES:
- THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (51-17 FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- WELL IDENTIFIED FEATURES AS DEPICTED ON THIS SKETCH WERE MEASURED TO AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.1 FEET.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED, THEREFORE THIS SURVEY IS SUBJECT TO EASEMENTS, RIGHT OF WAYS, AND OTHERS MATTERS WHICH MIGHT BE REFLECTED IN A SEARCH OF TITLE TO THE SUBJECT LANDS.
- NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FOOTINGS OF ANY STRUCTURE.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON IN THE CERTIFICATION AND DOES NOT EXTEND TO ANY UNNAMED PARTY.
- BEARINGS ARE REFERRED PER PLAT BOOK (53-39) MIAMI DADE COUNTY
- ELEVATIONS ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM (1929) MIAMI-DADE COUNTY BENCHMARK No.KB-7-R; ELEVATION=4.29'
- LOT AREA= 7604.05 Sq. Feet

FLOOD ELEVATION INFORMATION:
DATE OF FIRM: 09-11-09
COMMUNITY No: 120648
PANEL: 0483 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 10'

A B B R E V I A T I O N S A N D L E G E N D

A/C = AIR CONDITIONING PAD	MEAS. = MEASURED	PL = PLANTER	V.G. = VALLEY GUTTER
Δ = ARC DISTANCE	M.S. = METAL SHED ON CONCRETE	R. = RADIUS	℄ = CENTER LINE
BLDG. = BUILDING	N.T.S. = NOT TO SCALE	RES. = RESIDENCE	M = MONUMENT LINE
C.B. = CATCH BASIN	NO ID. = NO IDENTIFICATION NUMBER	S.I.P. = SET IRON PIPE No. LS. 5184	△ = CENTRAL ANGLE
C.B.S. = CONCRETE BLOCK STRUCTURE	O.E.L. = OVERHEAD ELECTRIC LINE	S.R. = SET ROD No. LS. 5184	⊓ = WOOD FENCE
C.G. = CURB & GUTTER	P.B. = PLAT BOOK	STY. = STORY	x = CHAIN LINK FENCE
CH. = CHORD DISTANCE	P.C. = PACE	SWK. = SIDEWALK	C.B.S. = CBS. WALL
CONC. = CONCRETE	P.O.B. = POINT OF BEGINNING	U.E. = UTILITY EASEMENT	E/E = EXISTING ELEVATION
C.S. = CONCRETE SLAB	P.O.C. = POINT OF COMMENCEMENT	U.P. = UTILITY POLE	Ø = DIAMETER
E.T.P. = ELECTRIC TRANSFORMER PAD			
F.E. = FLOOR ELEVATION			
F.H. = FIRE HYDRANT			
F.I.P. = FOUND IRON PIPE			
F.N. = FOUND NAIL			
F.N.D. = FOUND NAIL & DISK			
F.R. = FOUND REBAR			
L.P. = LIGHT POLE			
M.D.E. = MAINTENANCE & DRAINAGE EASEMENT			

NOSTER, LLC
LAND SURVEYORS LAND PLANNERS
1842 S.W. 124th Place, Miami, Florida 33175
Phone: (305) 221-3040 Fax: (305) 221-9818
nosterllc@gmail.com
LB 8251

I HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY DESCRIBED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION. THIS SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027 FLORIDA STATUTES.

ALFREDO DIAZ PSM
PROFESSIONAL SURVEYOR AND MAPPER No.6903
STATE OF FLORIDA

VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE REGISTERED LAND SURVEYOR
ALFREDO DIAZ PROFESSIONAL SURVEYOR AND MAPPER LICENSE No. LS6903 STATE OF FLORIDA

SCALE: 1"=20'	DRAWN BY: C.C.	FIELD WORD: 06-21-22	FIELD BOOK: 22-0343	DATE: 07-01-22

300 GREENWOOD DR SURVEY
FOR REFERENCE ONLY - SEE CERTIFIED COPY

RECEIVED 8/4/22
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRY22-00026

Issued 7/8/22

THE WEBER STUDIO
AA26002025
184 CRANDON BLVD, SUITE 414
KEY BISCAYNE, FLORIDA 33149
305.669.9556 305.361.9969

REGULATORY VARIANCE REQUEST FOR:
300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO #24-4232-006-1990 & 24-4232-006-3000

300 GREENWOOD DRIVE SURVEY
DATE: 8/2/2022
SCALE: 1/16" = 1'-0"

A2

BOUNDARY AND TOPOGRAPHIC SURVEY

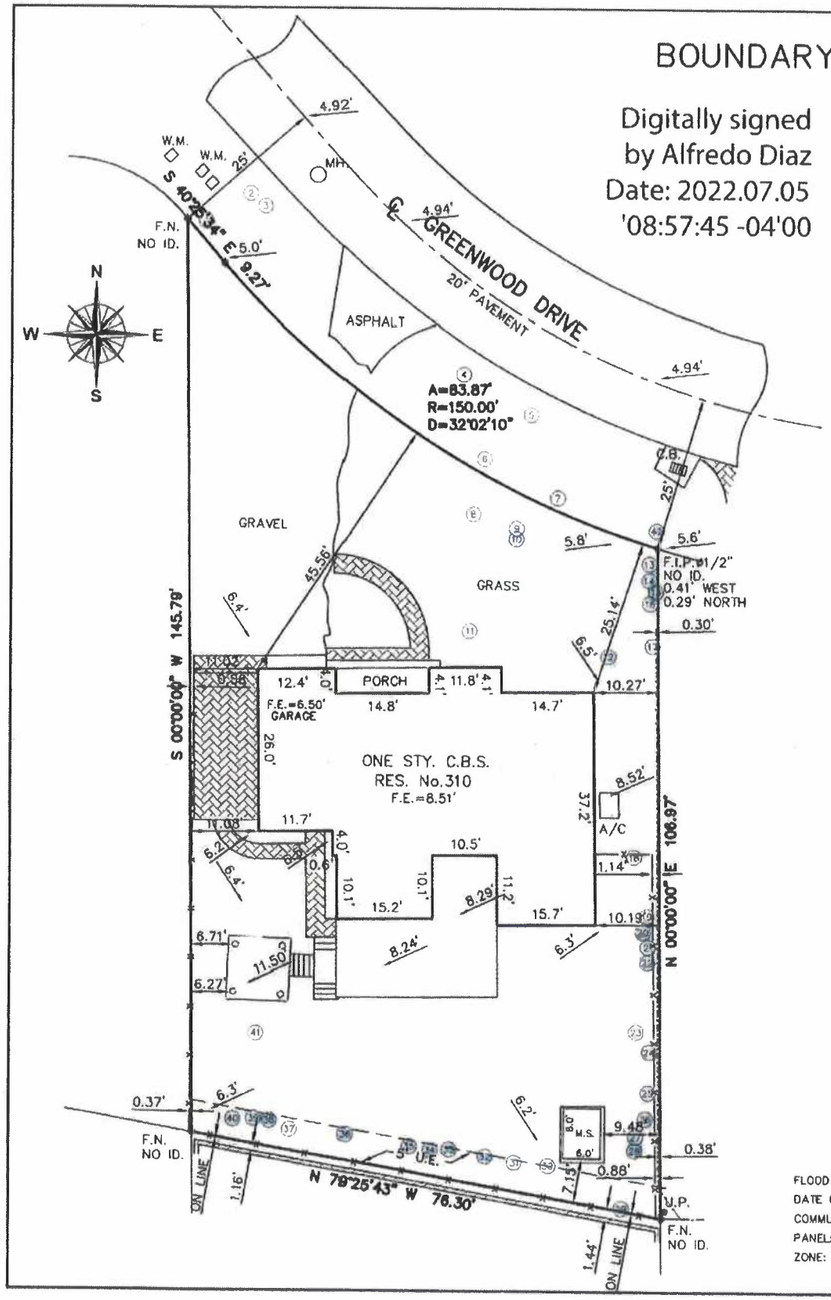
Digitally signed
by Alfredo Diaz
Date: 2022.07.05
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ALFREDO DIAZ, PSM LICENSE No LS6903 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PROPERTY ADDRESS:
310 GREENWOOD DRIVE. KEY BISCAYNE, FLORIDA 33149

LEGAL DESCRIPTION

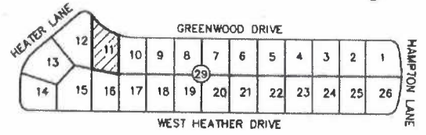
LOT 11, IN BLOCK 29, OF FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



TREE TABLE

#	COMMON NAME	HEIGHT	SPREAD	DBH
1	TREE	15'	8'	4"-5"
2	PALM	50'	10'	14"
3	PALM	40'	10'	13"
4	PALM	20'	30'	9"
5	PALM	15'	20'	7"
6	PALM	25'	10'	8"
7	TREE(3 BRANCH)	40'	40'	22"
8	TREE(2 BRANCH)	40'	35'	15"
9	PALMS(6)	30'	10'	6"
10	PALMS(2)	30'	10'	6"
11	PALMS(2)	15'	15'	5"
12	PALM	25'	10'	8"
13	PALM	15'	16'	6"
14	PALM	15'	10'	5"
15	PALM	25'	10'	8"
16	PALM	30'	10'	9"
17	PALM	10'	10'	4"
18	PALMS(CLUSTER)	10'-20'	10'	2"-4"
19	PALM	30'	10'	8"
20	PALMS(2)	30'	10'	8"
21	PALMS(2)	30'	10'	8"
22	PALMS(2)	30'	10'	8"
23	PALM	30'	10'	8"
24	PALM	30'	15'	8"
25	PALM	30'	15'	8"
26	PALM	30'	15'	8"
27	PALM	15'	15'	12"
28	PALM	30'	15'	8"
29	PALMS(CLUSTER)	10'-20'	10'	2"-4"
30	PALMS(CLUSTER)	10'-20'	10'	2"-4"
31	PALMS(CLUSTER)	10'-20'	10'	2"-4"
32	PALMS(CLUSTER)	10'-20'	10'	2"-4"
33	PALMS(CLUSTER)	10'-20'	10'	2"-4"
34	PALMS(CLUSTER)	10'-20'	10'	2"-4"
35	PALMS(CLUSTER)	10'-20'	10'	2"-4"
36	PALMS(CLUSTER)	10'-20'	10'	2"-4"
37	PALMS(CLUSTER)	10'-20'	10'	2"-4"
38	PALMS(CLUSTER)	10'-20'	10'	2"-4"
39	PALMS(CLUSTER)	10'-20'	10'	2"-4"
40	PALMS(CLUSTER)	10'-20'	10'	2"-4"
41	TREE	20'	30'	12"
42	PALM	25'	10'	8"





LOCATION SKETCH
N.T.S.

NOTES:
- THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (51-17 FAC), IS "RESIDENTIAL", THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- WELL IDENTIFIED FEATURES AS DEPICTED ON THIS SKETCH WERE MEASURED TO AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.1 FEET.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED, THEREFORE THIS SURVEY IS SUBJECT TO EASEMENTS, RIGHT OF WAYS, AND OTHERS MATTERS WHICH MIGHT BE REFLECTED IN A SEARCH OF TITLE TO THE SUBJECT LANDS.
- NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FOOTINGS OF ANY STRUCTURE.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON IN THE CERTIFICATION AND DOES NOT EXTEND TO ANY UNNAMED PARTY.
- BEARINGS ARE REFERRED PER PLAT BOOK (53-39) MIAMI DADE COUNTY
- ELEVATIONS ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM (1929) MIAMI-DADE COUNTY BENCHMARK No.KB-7-R; ELEVATION=4.29'
- LOT AREA= 9050.09 Sq. Feet

FLOOD ELEVATION INFORMATION:
DATE OF FIRM: 09-11-09
COMMUNITY No: 120648
PANEL: 0483 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 10'

ABBREVIATIONS AND LEGEND

A/C = AIR CONDITIONING PAD	MEAS. = MEASURED	PL. = PLANTER	V.G. = VALLEY GUTTER
A.D. = ARC DISTANCE	M.E.S. = METAL ELEVATED ON CONCRETE	R.P. = RAIN POST	℄ = CENTER LINE
BLDG. = BUILDING	N.T.S. = NOT TO SCALE	RES. = RESIDENCE	℄ = CONSENT LINE
C.B. = CATCH BASIN	NO ID. = NO IDENTIFICATION NUMBER	S.I.P. = SET IRON PIPE No. LS. 5184	Δ = CENTRAL ANGLE
C.B.S.= CONCRETE BLOCK STRUCTURE	O.E.L.= OVERHEAD ELECTRIC LINE	S.R. = SET ROD No. LS. 5184	— x — = WOOD FENCE
C.G. = CURB & GUTTER	P.B. = PLAT BOOK	STY. = STORY	— x — = CHAIN LINK FENCE
CH. = CHORD DISTANCE	PC. = PAGE	SWK. = SIDEWALK	C.B.S. = C.B.S. WALL
CONC. = CONCRETE	P.O.B.= POINT OF BEGINNING	U.E. = UTILITY EASEMENT	0.00 = EXISTING ELEVATION
C.S. = CONCRETE SLAB	P.O.C.= POINT OF COMMENCEMENT	U.P. = UTILITY POLE	Ø = DIAMETER
E.T.P.= ELECTRIC TRANSFORMER PAD	F.E. = FLOOR ELEVATION	F.H. = FIRE HYDRANT	
F.I.P.= FOUND IRON PIPE	F.N. = FOUND NAIL	F.N.D.= FOUND NAIL & DISK	
F.R. = FOUND REBAR	L.P. = LIGHT POLE	M.D.E.= MAINTENANCE & DRAINAGE EASEMENT	

NOSTER, LLC
LAND SURVEYORS LAND PLANNERS
1842 S.W. 124th Place, Miami, Florida 33175
Phone: (305) 221-3040 Fax: (305) 221-9048
nosterllc@gmail.com
LB 8251

I HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION. THIS SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027 FLORIDA STATUTES.

ALFREDO DIAZ, PSM
PROFESSIONAL SURVEYOR AND MAPPER No.6903
STATE OF FLORIDA

VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE REGISTERED LAND SURVEYOR

ALFREDO DIAZ LICENSE No. LS6903 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER

SCALE: 1"=20'	DRAWN BY: C.C.	FIELD WORK: 06-20-22	FIELD BOOK: 22-0310	DATE: 07-01-22

310 GREENWOOD DR SURVEY
FOR REFERENCE ONLY - SEE CERTIFIED COPY

RECEIVED 8/4/22
Village of Key Biscayne
Zoning Hearing Date
By: O.GARCIA
No. DRY22-00026

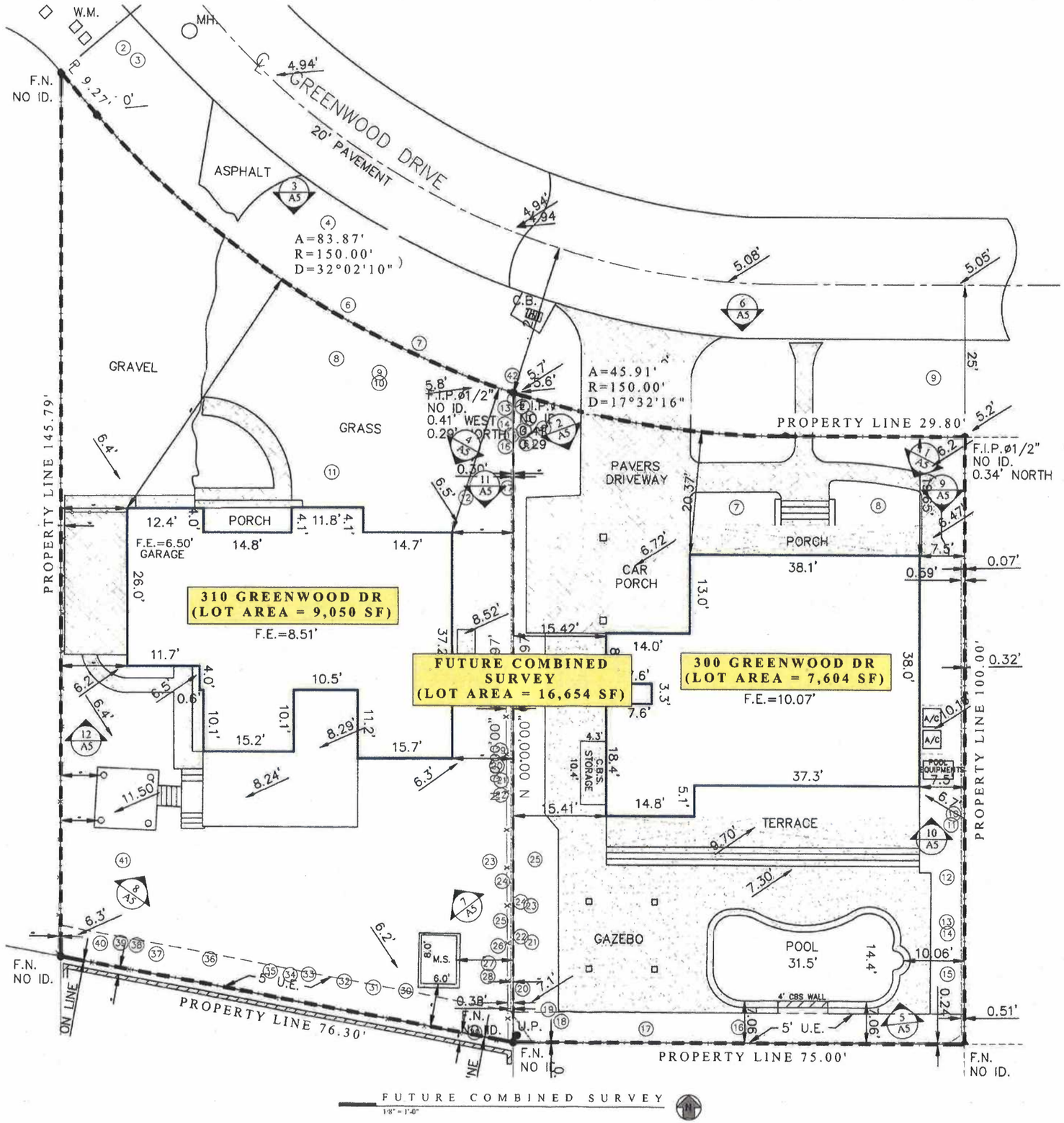
THE WEBER STUDIO
ARCHITECTS
104 CRANDON BLVD, SUITE 414
KEY BISCAYNE, FLORIDA 33149
305.361.9933 - 305.361.9966

REGULATORY VARIANCE REQUEST FOR:
300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, FLORIDA
FOLIO #24-4333-006-3900

310 GREENWOOD DRIVE SURVEY
DATE: 4/29/2022
DRAWN BY: LC
REVISION: DATE:

A3

422



8/4/22
RECEIVED
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRV 22-000026

7/26/22

THE WEBER STUDIO
ARCHITECTURE
104 CRANDON BLVD, SUITE 414
KEY BISCAYNE, FLORIDA 33149
305.361.9936 305.361.9986

R.REGULATORY VARIANCE REQUEST FOR:
300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO #24-4232-006-2990& #24-4232-006-3000

FUTURE COMBINED SURVEY
DATE 7/26/2022
DRAWN BY LC
REVISIONS DATE

A4



1 EXISTING PHOTO
A5 300 GREENWOOD DR



2 EXISTING PHOTO
A5 300 GREENWOOD DR



3 EXISTING PHOTO
A5 310 GREENWOOD DR



4 EXISTING PHOTO
A5 310 GREENWOOD DR



5 EXISTING PHOTO
A5 300 GREENWOOD DR



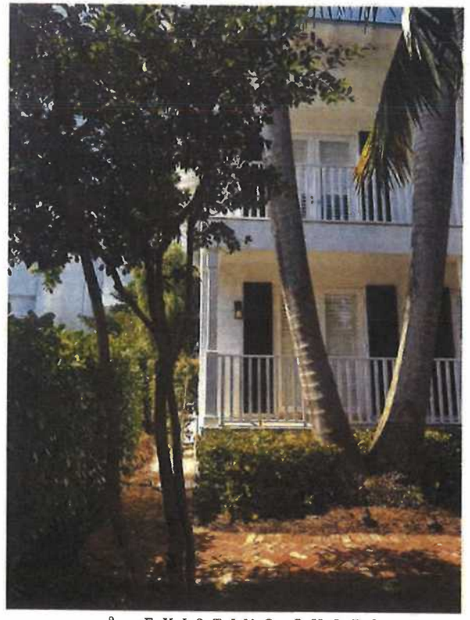
6 EXISTING PHOTO
A5 300 GREENWOOD DR



7 EXISTING PHOTO
A5 310 GREENWOOD DR



8 EXISTING PHOTO
A5 310 GREENWOOD DR



9 EXISTING PHOTO
A5 300 GREENWOOD DR



10 EXISTING PHOTO
A5 300 GREENWOOD DR



11 EXISTING PHOTO
A5 310 GREENWOOD DR



12 EXISTING PHOTO
A5 310 GREENWOOD DR

THE WEBER STUDIO
AA26002025
104 CRANDON BLVD, SUITE 414
KEY BISCAYNE, FLORIDA 33149
305.361.1955 305.361.1966

REGULATORY VARIANCE REQUEST FOR:
300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO #24-4232-006-2990 & #24-4232-006-3000

EXISTING SITE PHOTOS

DATE 07.28.2022
DRAWN BY LC
CHECKED BY DATE

REVISED 08.11.22
Village of Key Biscayne
Zoning Hearing Date
By O.GARCIA
No. DRV22-00026

A5

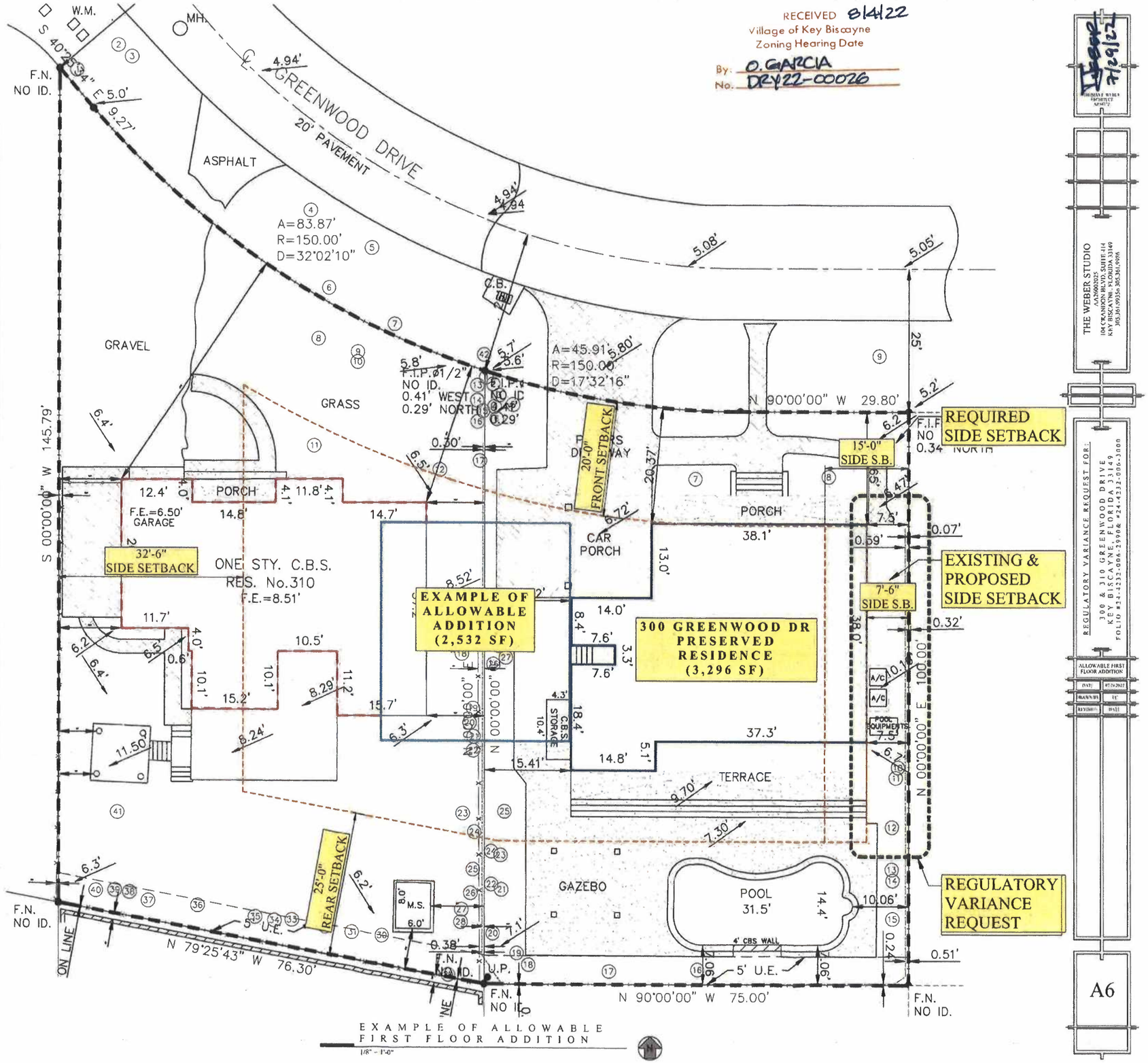
RECEIVED 8/4/22
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRV22-00026

ZONING LEGEND:	
ZONING DISTRICT: VR "VILLAGE RESIDENTIAL"	
LOT SIZE:	16,654 SF
MAX. LOT COVERAGE:	5,828.9 SF (35%)
~~MAX~~. F.A.R. (PROPOSED)	5,828.9 SF (35%)
MAX. GROSS F.A.R.:	10,825.1 SF (65%)
MIN. PERVIOUS AREA:	4,996.2 SF (30%)
MIN. FRONT SETBACK:	20'-0"
MIN. REAR SETBACK:	25'-0"
MIN. SIDE TOTAL SETBACK:	40'-0"
MIN. SIDE 1 SETBACK:	7'-6"
MIN. SIDE 2 SETBACK:	32'-6"

BUILDING AREAS:	
PRESERVED RESIDENCE:	3,296 SF (A/C)
ALLOWABLE ADDITION:	2,532 SF (A/C)

FLOOR PLAN LEGEND:

- EXISTING HOME TO REMAIN
- EXAMPLE OF ALLOWABLE ADDITION
- EXISTING HOME TO BE DEMOLISHED



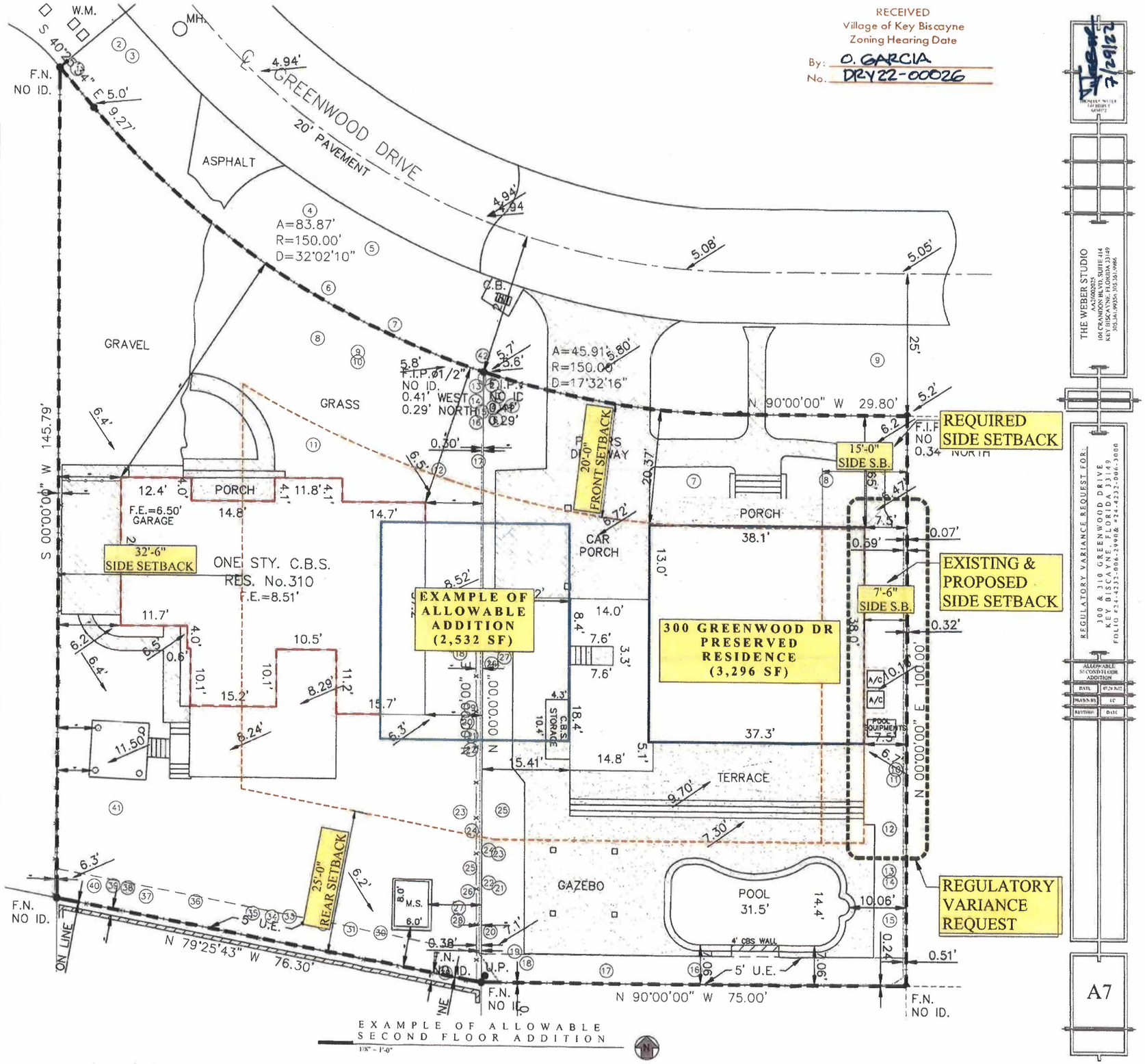
RECEIVED
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRV22-00026

ZONING LEGEND:	
ZONING DISTRICT:	VR "VILLAGE RESIDENTIAL"
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MAX. F.A.R.:	5,828.9 SF (35%)
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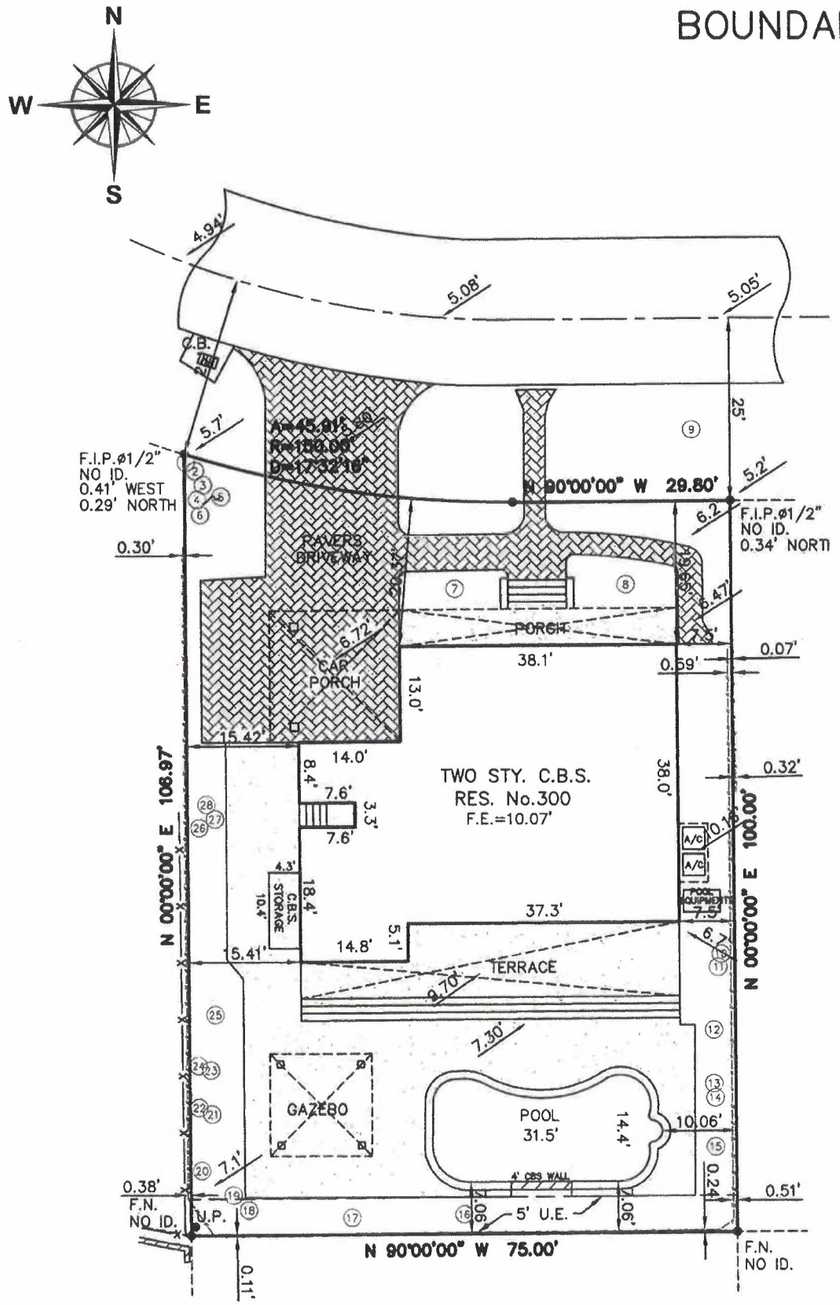
THE WEBER STUDIO
AA26002025
101 CRANDON BLVD, SUITE 414
KEY BISCAYNE - FLORIDA 33149
305.361.9550 305.361.9660

REGULATORY VARIANCE REQUEST FOR:
300 & 310 GREENWOOD DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO #'s 23-4233-006-2940 & 23-4233-006-3060

ALLOWABLE SECOND FLOOR ADDITION

A7

BOUNDARY AND TOPOGRAPHIC SURVEY



TREE TABLE

#	COMMON NAME	HEIGHT	SPREAD	DBH
1	PALMS(4)	20'	10'	6"
2	PALMS(2)	20'	10'	6"
3	PALMS(4)	20'	10'	6"
4	PALMS(4)	20'	10'	6"
5	PALM	30'	20'	8"
6	PALM	20'	10'	6"
7	PALMS(2)	40'	30'	16"
8	PALMS(2)	45'	30'	18"
9	PALMS(3)	20'	10'	6"
10	PALM	30'	15'	7"
11	PALM	30'	15'	7"
12	PALMS(2)	35'	15'	8"
13	PALM	35'	15'	8"
14	PALM	35'	15'	8"
15	PALM	25'	10'	7"
16	PALM	25'	10'	6"
17	PALMS(4)	25'	10'	6"
18	PALM	20'	10'	5"
19	PALM	20'	10'	4"
20	TREE	20'	20'	5"
21	PALM	30'	20'	9"
22	TREE	20'	20'	5"
23	PALM	30'	20'	7"
24	TREE	25'	20'	4"
25	PALM	30'	20'	7"
26	PALM	30'	20'	8"
27	TREE	10'	15'	8"
28	TREE	10"	15'	8"

Digitally signed
by Alfredo Diaz
Date: 2022.07.05
'09:00:01 -04'00

ALFREDO DIAZ BLANCO LICENSE No. LS6903 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

RECEIVED / REVIEWED 8/4/22
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRV22-00026

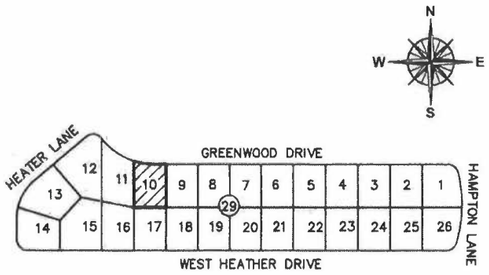
FLOOD ELEVATION INFORMATION:
DATE OF FIRM: 09-11-09
COMMUNITY No: 120648
PANEL: 0483 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 10'

PROPERTY ADDRESS:

300 GREENWOOD DRIVE, KEY BISCAYNE, FLORIDA 33149.

LEGAL DESCRIPTION

LOT 10, IN BLOCK 29, OF FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



LOCATION SKETCH
N.T.S.

NOTES:
- THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (51-17 FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
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- BEARINGS ARE REFERRED PER PLAT BOOK (53-39) MIAMI DADE COUNTY
- ELEVATIONS ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM (1929) MIAMI-DADE COUNTY BENCHMARK No.KB-7-R; ELEVATION=4.29'
- LOT AREA= 7604.05 Sq. Feet

ABBREVIATIONS AND LEGEND

A/C = AIR CONDITIONING PAD	MEAS. = MEASURED	PL = PLANTER	V.G. = VALLEY GUTTER
A = ARC DISTANCE	M.S. = METAL SHED ON CONCRETE	R. = RADIUS	℄ = CENTER LINE
BLDG. = BUILDING	N.T.S.= NOT TO SCALE	RES. = RESIDENCE	⌖ = MONUMENT LINE
C.B. = CATCH BASIN	NO ID.= NO IDENTIFICATION NUMBER	S.I.P.= SET IRON PIPE No. LS. 5184	△ = CENTRAL ANGLE
C.B.S.= CONCRETE BLOCK STRUCTURE	O.E.L.= OVERHEAD ELECTRIC LINE	S.R. = SET ROD No. LS. 5184	□□ = WOOD FENCE
C.G. = CURB & GUTTER	P.B. = PLAT BOOK	STY. = STORY	—x— = CHAIN LINK FENCE
CH. = CHORD DISTANCE	PG. = PAGE	SWK. = SIDEWALK	= C.B.S. WALL
CONC. = CONCRETE	P.O.B.= POINT OF BEGINNING	U.E. = UTILITY EASEMENT	0.00 = EXISTING ELEVATION
C.S. = CONCRETE SLAB	P.O.C.= POINT OF COMMENCEMENT	U.P. = UTILITY POLE	ø = DIAMETER
D.E. & DRAINAGE EASEMENT	E.T.P.= ELECTRIC TRANSFORMER PAD	F.E. = FLOOR ELEVATION	F.H. = FIRE HYDRANT
F.I.P.= FOUND IRON PIPE	F.N. = FOUND NAIL	F.N.D.= FOUND NAIL & DISK	F.R. = FOUND REBAR
L.P. = LIGHT POLE	M.D.E.= MAINTENANCE & DRAINAGE EASEMENT		

NOSTER, LLC
LAND SURVEYORS LAND PLANNERS
1842 S.W. 124th Place, Miami, Florida 33175
Phone: (305) 221-3040 Fax: (305) 221-9048
nosterllc@gmail.com

I HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY DESCRIBED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION. THIS SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027 FLORIDA STATUTES.

ALFREDO DIAZ, PSM
PROFESSIONAL SURVEYOR AND MAPPER No.6903
STATE OF FLORIDA

LB 8251

VALID COPIES OF THIS SURVEY WILL BEAR THIS EMBOSSED SEAL OF THE ATTESTING LAND SURVEYOR
ALFREDO DIAZ BLANCO LICENSE No. LS6903 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SCALE: 1"=20'	DRAWN BY: C.C.	FIELD WORD: 06-21-22	FIELD BOOK: 22-0343	DATE: 07-01-22

BOUNDARY AND TOPOGRAPHIC SURVEY

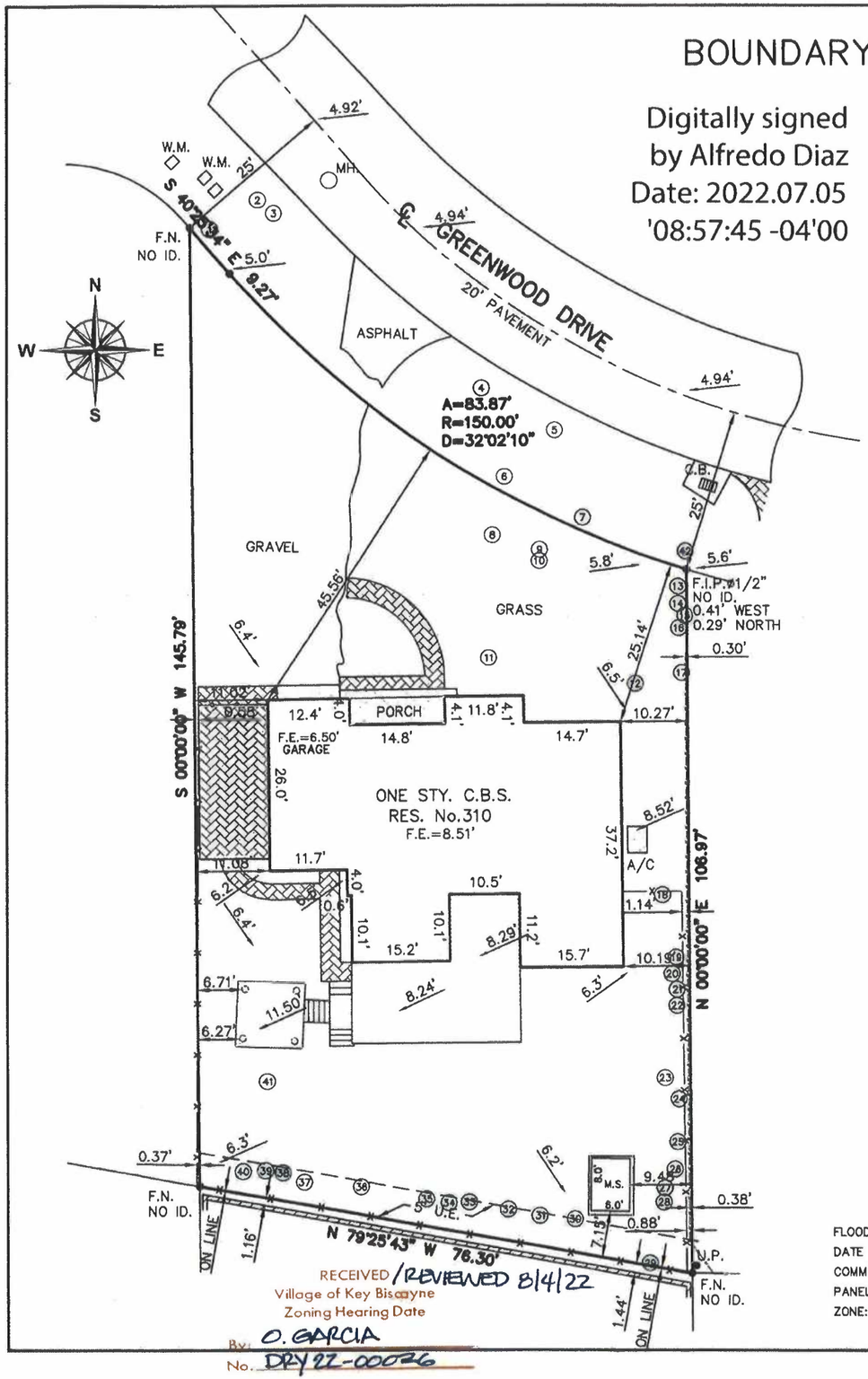
Digitally signed
by Alfredo Diaz
Date: 2022.07.05
'08:57:45 -04'00

ALFREDO DIAZ BLANCO LICENSE No. LS6903 ★ STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER

PROPERTY ADDRESS:
310 GREENWOOD DRIVE. KEY BISCAYNE, FLORIDA 33149

LEGAL DESCRIPTION

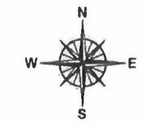
LOT 11, IN BLOCK 29, OF FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

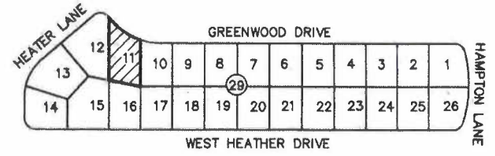


RECEIVED / REVIEWED 8/4/22
Village of Key Biscayne
Zoning Hearing Date
By: O. GARCIA
No. DRV 22-00026

TREE TABLE

#	COMMON NAME	HEIGHT	SPREAD	DBH
1	TREE	15'	8'	4"-5"
2	PALM	50'	10'	14"
3	PALM	40'	10'	13"
4	PALM	20'	20'	9"
5	PALM	15'	20'	7"
6	PALM	25'	10'	6"
7	TREE(3 BRANCH)	40'	40'	23"
8	TREE(2 BRANCH)	40'	35'	19"
9	PALMS(6)	30'	10'	6"
10	PALMS(2)	30'	10'	6"
11	PALMS(2)	15'	15'	9"
12	PALM	25'	10'	6"
13	PALM	15'	10'	8"
14	PALM	15'	10'	8"
15	PALM	25'	10'	6"
16	PALM	30'	10'	6"
17	PALM	10'	10'	4"
18	PALMS(CLUSTER)	10'-20'	10'	2"-4"
19	PALM	30'	10'	6"
20	PALMS(2)	30'	10'	6"
21	PALMS(2)	30'	10'	6"
22	PALMS(2)	30'	10'	6"
23	PALM	30'	10'	4"
24	PALMS(2)	30'	15'	6"
25	PALM	30'	15'	6"
26	PALM	30'	15'	6"
27	PALM	15'	15'	15"
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LOCATION SKETCH
N.T.S.

NOTES:
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- LOT AREA= 9050.09 Sq. Feet

FLOOD ELEVATION INFORMATION:
DATE OF FIRM: 09-11-09
COMMUNITY No: 120648
PANEL: 0483 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 10'

ABBREVIATIONS AND LEGEND

A/C = AIR CONDITIONING PAD	MEAS. = MEASURED	PL = PLANTER	E.T.P. = ELECTRIC TRANSFORMER PAD
A = ARC DISTANCE	M.S. = METAL SHED ON CONCRETE	R = RADIUS	F.E. = FLOOR ELEVATION
BLDG. = BUILDING	N.T.S. = NOT TO SCALE	RES. = RESIDENCE	F.H. = FIRE HYDRANT
C.B. = CATCH BASIN	NO ID.= NO IDENTIFICATION NUMBER	S.I.P.= SET IRON PIPE No. LS. 5184	F.I.P.= FOUND IRON PIPE
C.B.S.= CONCRETE BLOCK STRUCTURE	O.E.L.= OVERHEAD ELECTRIC LINE	S.R. = SET ROD No. LS. 5184	F.N. = FOUND NAIL & DISK
C.G. = CURB & GUTTER	P.B. = PLAT BOOK	STY. = STORY	F.N.D.= FOUND NAIL & DISK
CH. = CHORD DISTANCE	P.G. = PAGE	SWK. = SIDEWALK	F.R. = FOUND REBAR
CONC. = CONCRETE	P.O.B.= POINT OF BEGINNING	U.E. = UTILITY EASEMENT	L.P. = LIGHT POLE
C.S. = CONCRETE SLAB	P.O.C.= POINT OF COMMENCEMENT	U.P. = UTILITY POLE	M.D.E.= MAINTENANCE & DRAINAGE EASEMENT

V.G. = VALLEY GUTTER
℄ = CENTER LINE
M = MONUMENT LINE
△ = CENTRAL ANGLE
□□ = WOOD FENCE
—x— = CHAIN LINK FENCE
ZZZ = C.B.S. WALL
000 = EXISTING ELEVATION
Ø = DIAMETER

NOSTER, LLC
LAND SURVEYORS LAND PLANNERS
1842 S.W. 124th Place, Miami, Florida 33175
Phone: (305) 221-3040 Fax: (305) 221-9046
nosterllc@gmail.com

I HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY DESCRIBED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION. THIS SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027 FLORIDA STATUTES.

ALFREDO DIAZ PSM
PROFESSIONAL SURVEYOR AND MAPPER No.6903
STATE OF FLORIDA

LB. 8251

VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE REGISTERED LAND SURVEYOR
ALFREDO DIAZ BLANCO LICENSE No. LS6903 ★ STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER

SCALE: 1"=20'	DRAWN BY: C.C.	FIELD WORK: 06-20-22	FIELD BOOK: 22-0310	DATE: 07-01-22

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

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Manager's Report

Section 1: Safe and Secure Village

No updates to report

Section 2: Thriving and Vibrant Local Community and Marketplace

a) Quarterly Code Compliance & Enforcement report (Building, Zoning and Planning Director Jeremy Calleros Gauger)

Reference presentation in Exhibit 2.a

b) Incentives for stormwater and green infrastructure easements (Plan Reviewer Olga Garcia)

Reference presentation in Exhibit 2.b

Section 3: Engaging and Active Public Spaces and Programs

No updates to report

Section 4: Accessible, Connected, and Mobile Village-Wide Transportation

a) Rickenbacker Causeway concept plan (Building, Zoning and Planning Director Jeremy Calleros Gauger)

A presentation will be displayed during the meeting

Section 5: Resilient & Sustainable Environment and Infrastructure

a) Resilient Infrastructure Integration and Implementation Program update (Village Manager Steve Williamson)

Reference presentation in Exhibit 5.a

Section 6: Effective and Efficient Government Services

a) CIP project update (CIP & Grants Manager Collen Blank)

Reference presentation in Exhibit 6.a

b) A recommendation to change the Winter Concert Series Committee to a non-Sunshine body (Village Manager Steve Williamson)

c) Proposed entry block re-design and transition plan update (Chief of Staff Jocelyne Moussavou and Public Works Director Jake Ozyman)

Reference presentation in Exhibit 6.c

EXHIBIT "2a"

VILLAGE OF KEY BISCAYNE

CODE COMPLIACE & BUSINESS TAX DIVISION



Dario Gonzalez. Senior Code Compliance and Business Tax Officer

Dgonzalez-code@keybiscayne.fl.gov

Jessica Garcia, Code Compliance & Business Tax Coordinator

Jgarcia@keybiscayne.fl.gov

Walker Izquierdo, Code Compliance Officer

Wizquierdo@keybiscayne.fl.gov

CODE COMPLIACE & BUSINESS TAX TEAM

CODE COMPLIANCE 101

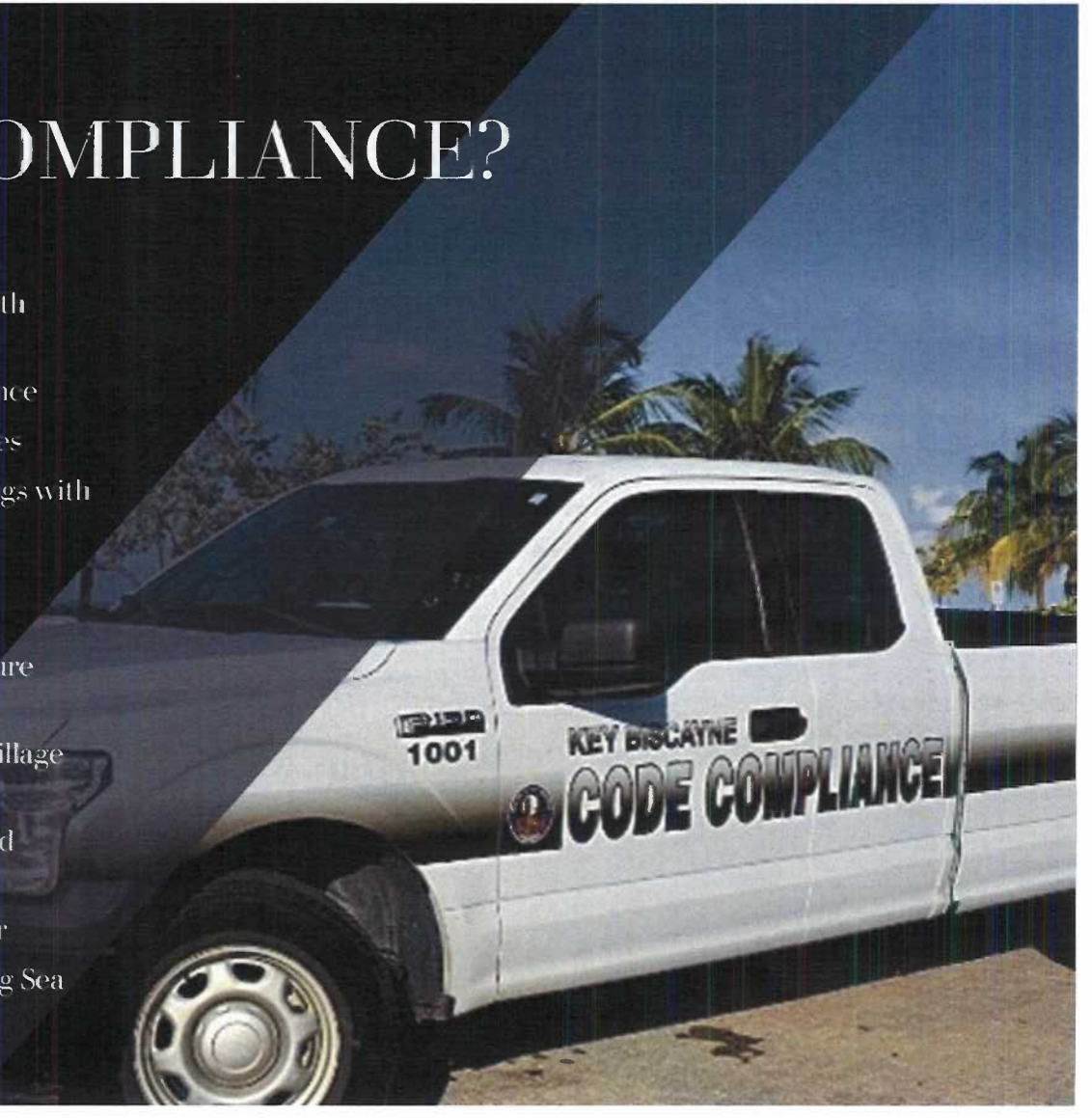
Code Compliance is defined as an authorized agent or employee whose duty it is to regulate, enforce, and ensure compliance within the Florida Building Code, Miami-Dade & Village's Code of Ordinance.

BENEFIT AND PURPOSE OF CODE COMPLIANCE WITHIN THE VILLAGE

- To promote, protect, and improve the health, safety, environmental and property values of the Village
- Enforce the Florida Building Code, Village & County Ordinance
- To serve the public professionally with respect & integrity

WHAT IS CODE COMPLIANCE?

- Daily patrol of the Village, including communication with Residents, Businesses, and Contractors
- Enforce and monitor the Village's Landscaping Ordinance
- Build cases that will be presented for Special Magistrates
- Coordinate Pre-Construction & Pre-Demolition meetings with Contractors to follow Erosion Control Measures
- Maintain records of all contact information of Property Managers, Businesses and Contractors
- Conduct Final Inspections to Construction Sites to ensure public right-of-way is restored to Village Standards
- Educate Resident and Business Orders regarding the Village Ordinance
- Weekend Patrol of the Village for unpermitted work and unlicensed Contractors
- Perform Lien Search requests obtained through courier
- Conduct nightly Beachfront Lighting Inspections during Sea Turtle Season



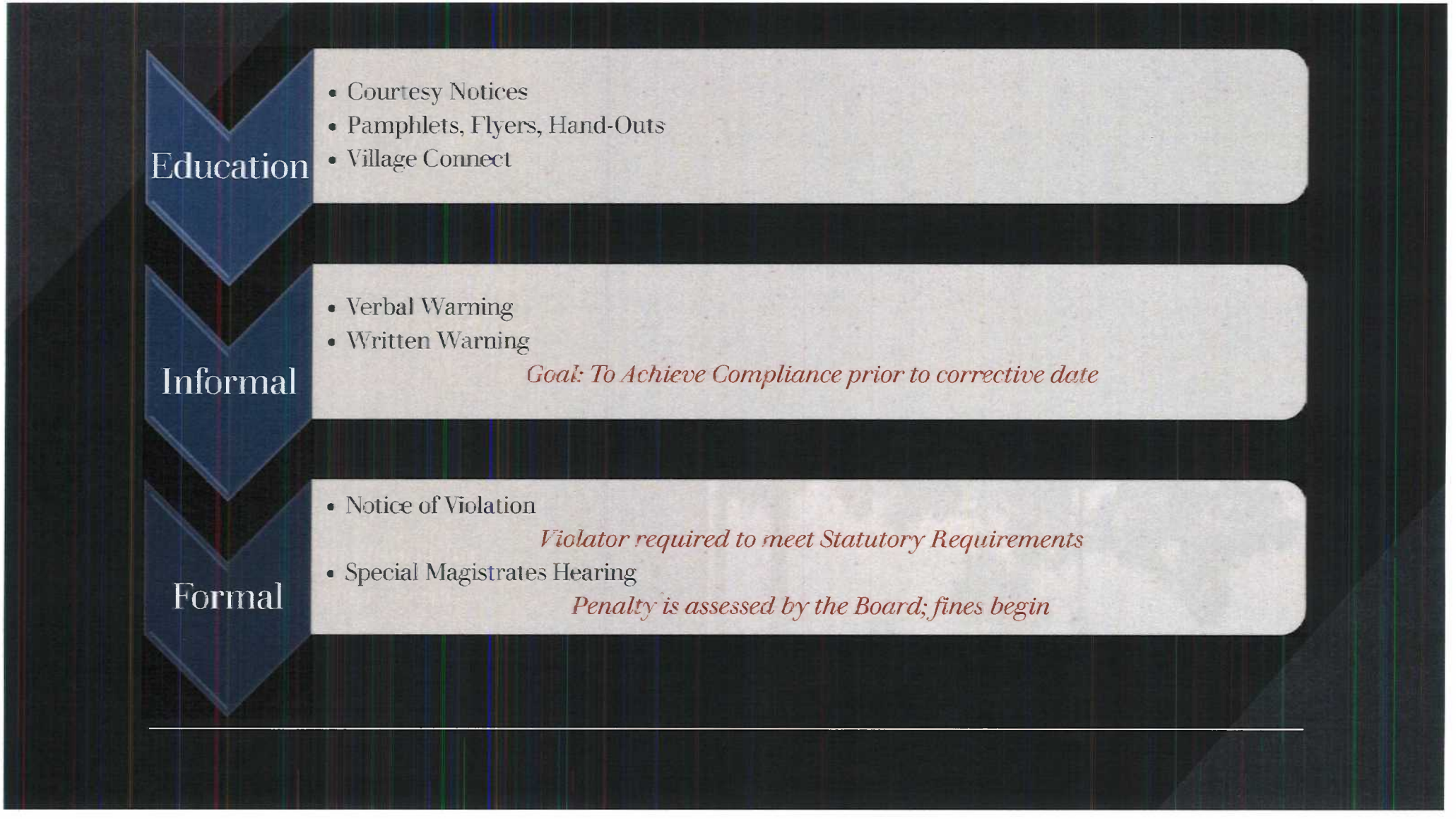
CODE COMPLIANCE IN KEY BISCAYNE

Code Compliance embraces the definition through education and administering the Village's Ordinance by applying the applicable methods, on a case-by-case basis:

1. Education: Pamphlets, Flyers, Courtesy Notices
2. Informal: Written or Verbal Courtesy Notices
3. Formal: Notice of Violation



The Village is always responsive and willing to assist both Residents and Businesses willing to achieve compliance

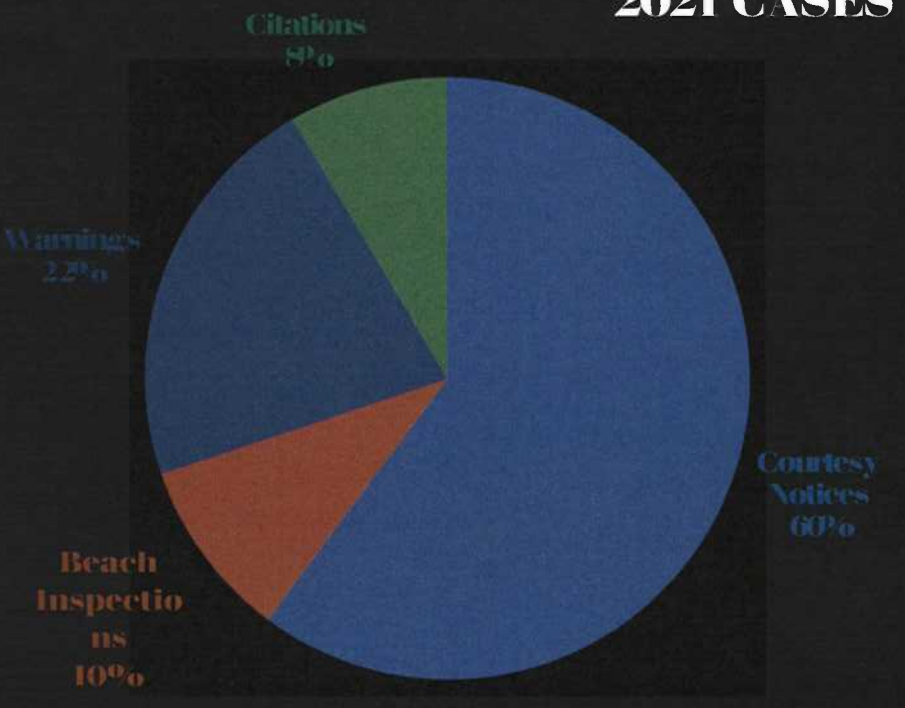

Education
• Courtesy Notices
• Pamphlets, Flyers, Hand-Outs
• Village Connect
Informal
• Verbal Warning
• Written Warning
Goal: To Achieve Compliance prior to corrective date
Formal
• Notice of Violation
Violator required to meet Statutory Requirements
• Special Magistrates Hearing
Penalty is assessed by the Board; fines begin

KEY BISCAYNE CASES

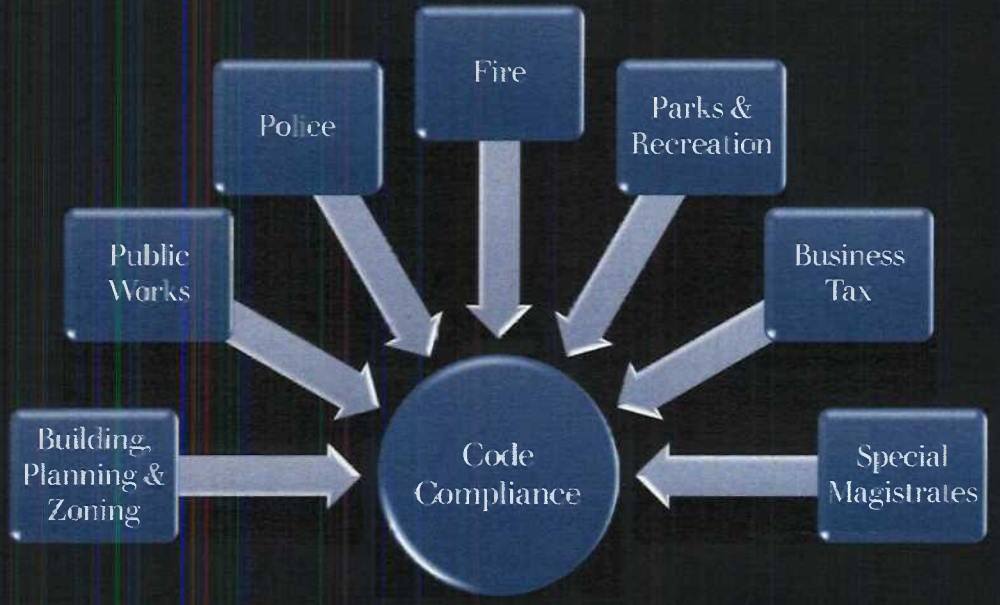
Prior to presenting Cases towards Special Magistrates Hearing, Compliance is achieved by Outreach through Communication, Education, Formal & Informal methods.

The percentage rate of compliance achieved through these methods total to

98.81%

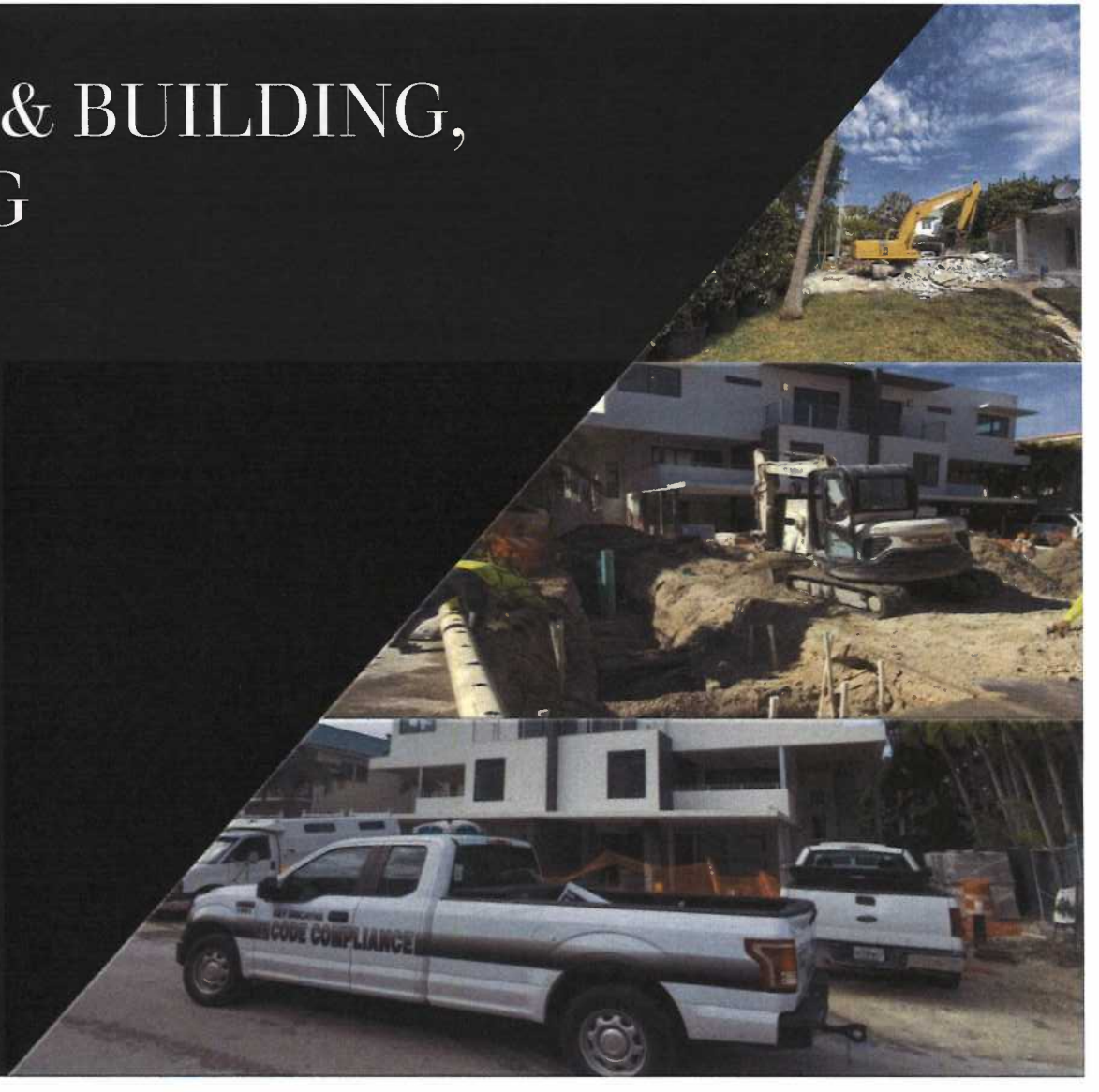


In addition to administering the Village's Ordinance, Code Compliance works together with Departments and Legal to equitably and consistently enforce all codes while ensuring compliance.



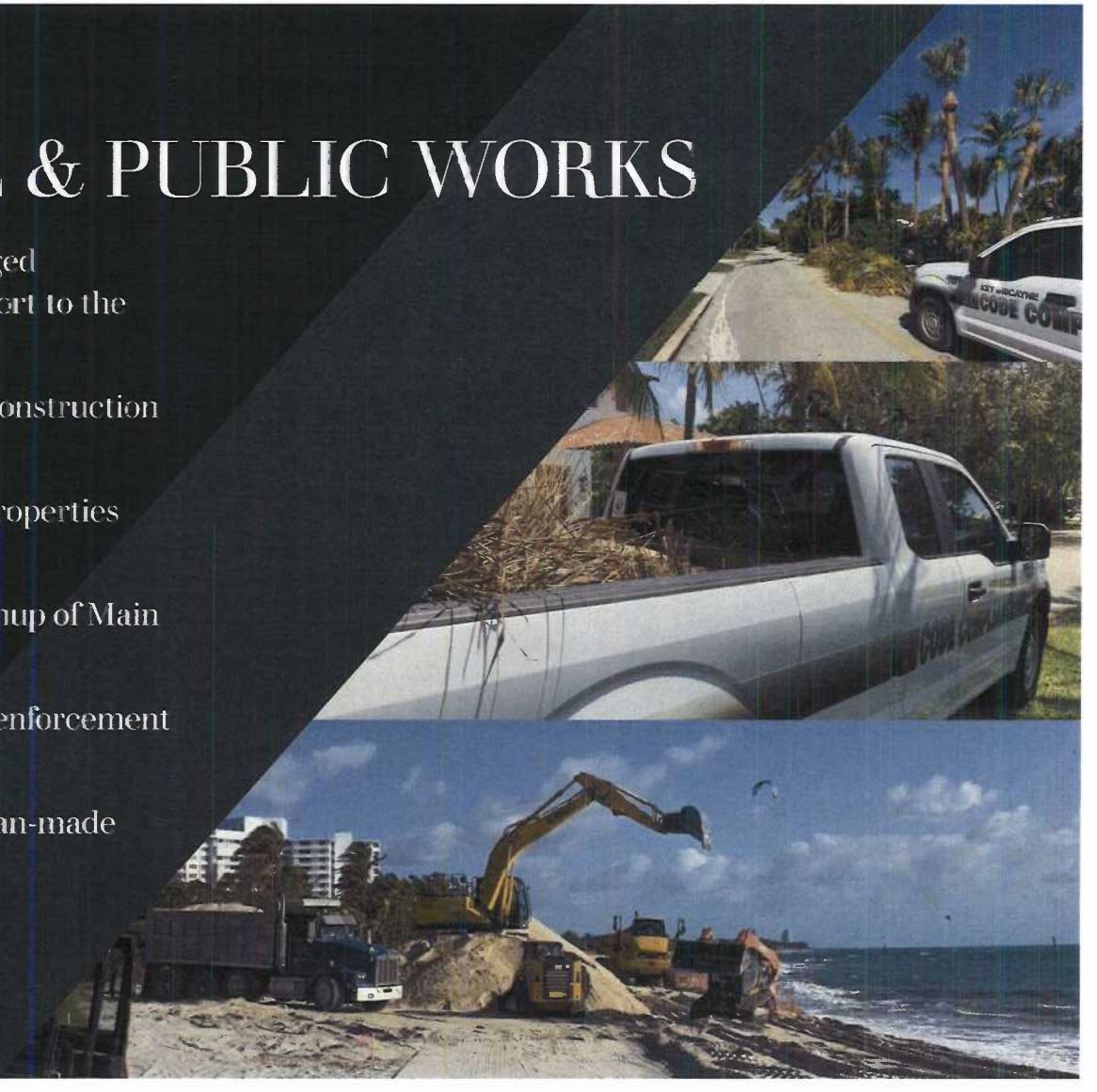
CODE COMPLIANCE & BUILDING, PLANNING & ZONING

- Enforces the Florida Building Code while assisting residents & Contractors through the process of obtaining permits related to citation, including work performed without an approved permit
- Assisting the Building Official in the process of obtaining the 40, 50, 60, 70 Year Building Recertifications
- Facilitates and maintain records of Outdoor Dining application within the Village



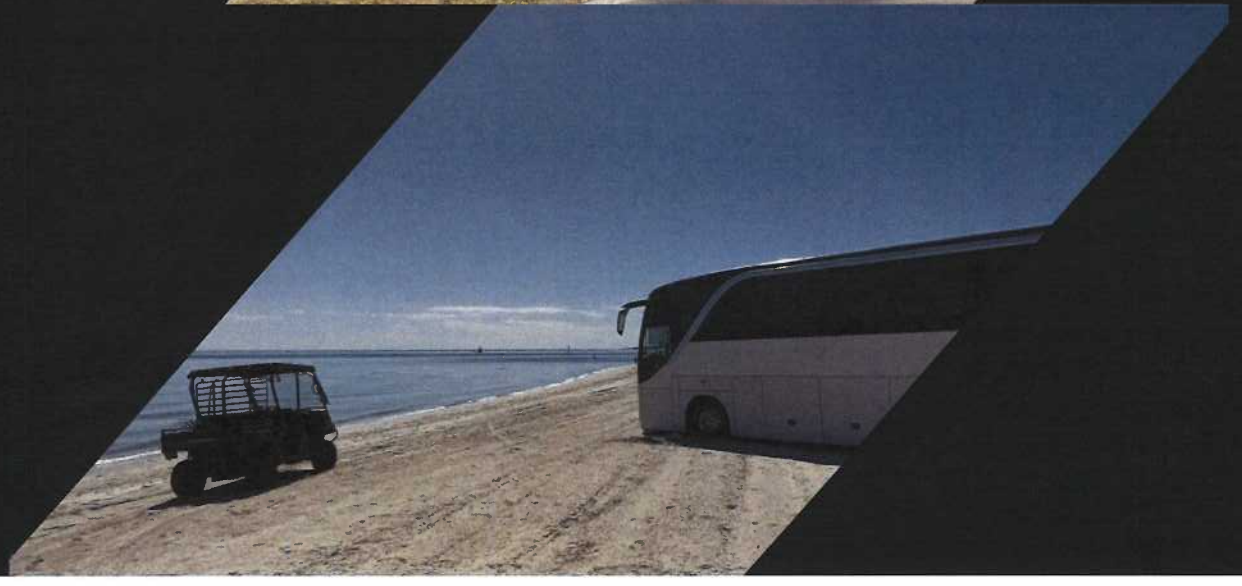
CODE COMPLIANCE & PUBLIC WORKS

- Conducts and monitor National Pollutant Discharged Elimination Systems (NPDES) Inspections and report to the County in a yearly basics
- Conducts daily inspections to active and inactive Construction Site within the Village
- Upkeeping records of all empty and/or abandon properties within the village
- Conduct morning patrol of Litter Control and cleanup of Main and Local Roads
- Educate and monitor Village Contractor with the enforcement of the Landscape section of Ordinance
- Daily Beach Inspections regarding cleaning and man-made structures that may interfere with maintenance



CODE COMPLIANCE & POLICE





- Enforcement of Violations regarding Golf Cart and Noise Ordinance
- Process payments for issued Violations
- Collaborate and monitor unregistered and commercial vehicles in Public and Residential areas
- Coordinate Special Magistrates Hearings by proceeding with Clerical Work for Non-Payment citations

CODE COMPLIANCE & FIRE

- Team up and coordinate inspections of Businesses for Occupancy Load and other Fire related issues
- Coordinate inspections related to Outdoor Dining and assist with the application process
- Coordinate inspections of Condominiums and Offices for Fire Prevention and Safety concerns
- Coordinate Special Magistrates by proceeding with Clerical Work for violations related to Fire Prevention



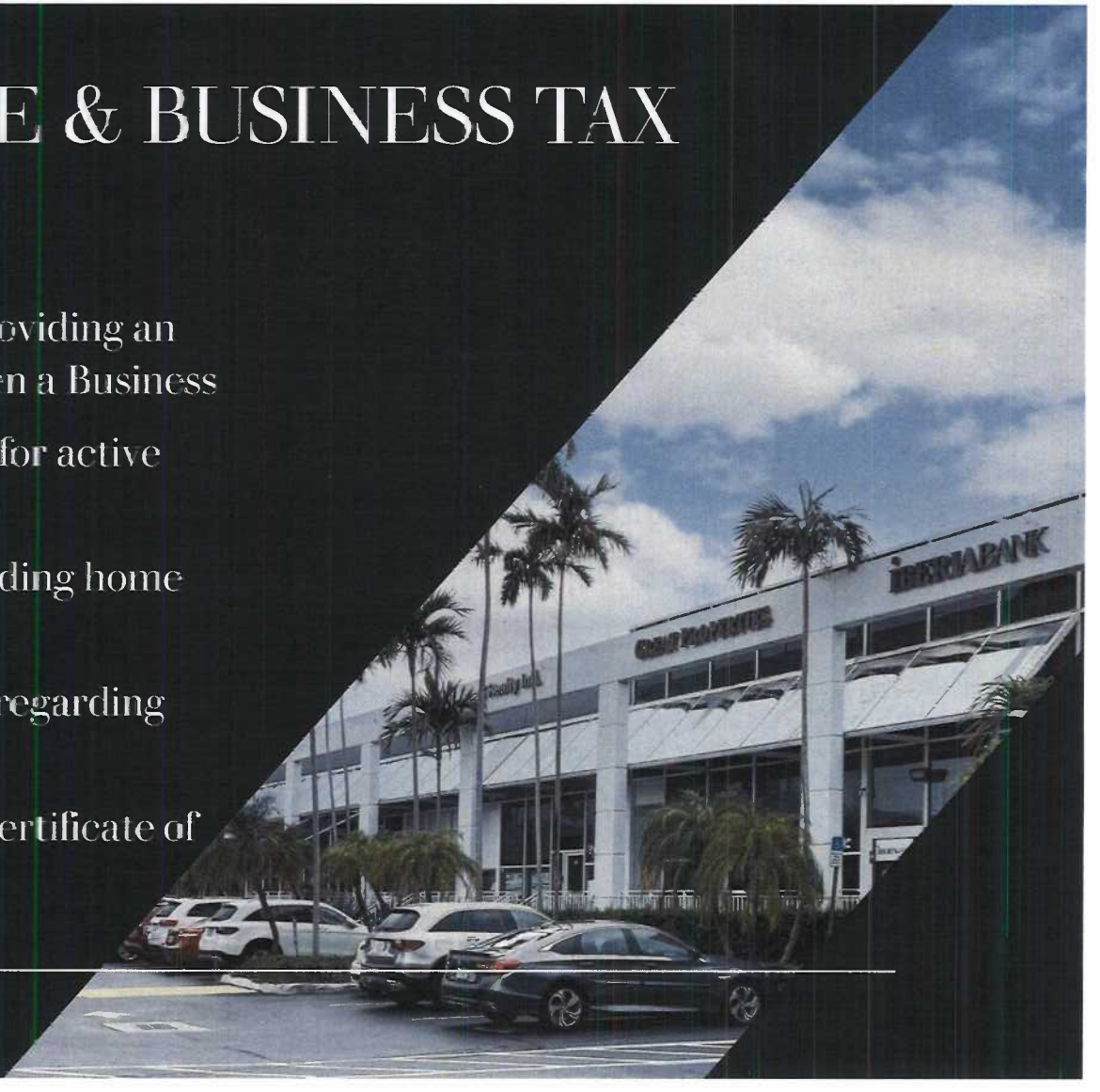
CODE COMPLIANCE & PARKS & RECREATION



- Monitors and steer Park Trainers with registering for Business Tax Receipt (BTR), including Professional Licenses
- Conduct routine inspections and communicate with Departments regarding property maintenance

CODE COMPLIANCE & BUSINESS TAX RECEIPT

- Assists potential Business Owners by providing an orientation and materials on how to open a Business
- Collect Business Tax License Payments for active businesses
- Maintain records of all businesses, including home based and commercial
- Monitor and educate Property Owners regarding Vacation Rentals
- Detect business that failed to obtain a Certificate of Use or Business Tax Receipt



CODE COMPLIANCE & SPECIAL MAGISTRATES

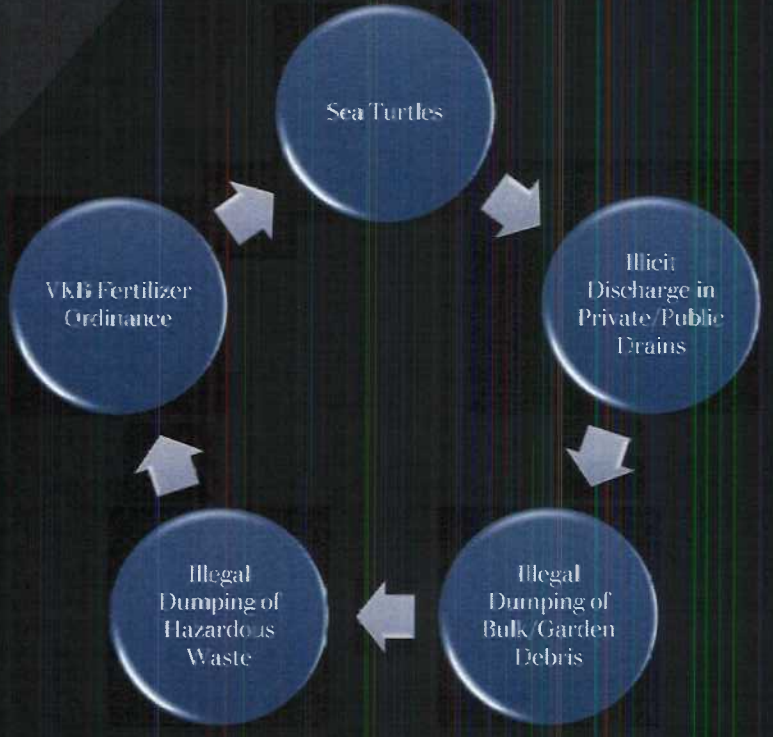


All cases presented are followed with an Imposition of Liens and Recorded through the County Court. Code Compliance also maintains record for all cases presented during Magistrate.

Code Compliance prepares Presentation the following non-compliant hearings:

1. Police: Noise
2. Police: Golf Carts
3. Fire: Fire Prevention
4. Building: Florida Building Code
    a. Building Recertification
    b. Unsafe Structure Board
5. Code Compliance: Village Ordinance

ENVIROMENTAL ADVOCACY



The Village and Code Compliance are constant in presenting information on Ecological Issues. Code Compliance encourages residents and visitors to adopt environmental methods in order to participate in creating a better Village.



Some of the actions Code Compliance enforces are:

- Penalize illicit discharge in Private/Public drain system and ensure corrective actions are taken
- Educate Residents and Landscape Contractors in the enforcement of the Village's fertilizer Ordinance
- Monitor and apprehend illegal dumping of Bulk/Garden Debris and Hazardous Materials (Paint, Flammable, etc.)

CODE COMPLIANCE THROUGH OUTREACH

Code Compliance utilizes the tools provided through outreach methods in order to educate Residents, Businesses and Contractors .

- Provide Educational Material to Residents and Waterfront Properties during Sea Turtle Nesting Season (FWC Displays on Village & Community Center)
- Installation of Educational Displays regarding Sea Turtles at Village Hall and Community Center
- Provide personal services to Village Residents by posting Notices informing of Ordinance changes
- Daily cycle of posting through Village Connect for the following:
    1. Solid Waste, Recycling and Bulk
    2. Beach Maintenance
    3. Swale Setbacks
    4. Gas Leaf Blower
    5. Seasonal Occurrences





THANK YOU

Code Compliance & Business Tax are available Monday–Friday from 7am-4pm.

The Division can be reached through e-mail and phone. The Department is also available 24 hours at (305) 365-7572.

- Concerns received outside of regular hours are received and initiated with an investigation by Code Officers.

- Nighttime inspections are also conducted for lighting during Sea Turtle Nesting Season.

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2022

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Olga Garcia, Plan Reviewer

RE: Building Incentives for Stormwater Easements

RECOMMENDATION

I recommend that the Village Council review and consider the proposed ordinance draft related to building incentives for stormwater easements. Staff will be available for comments and review prior to bringing the item forward for full ordinance review in the future.

BACKGROUND

Incentives are a tool governments can use to encourage provision of public infrastructure on private property. For new development projects, incentives can be incorporated into the development processes, such as building permits and stormwater permits to creatively encourage inclusion of public infrastructure. In already developed areas, incentives can be designed to encourage private property owners to retrofit their properties to include public infrastructure where they do not already exist. Development incentives can offer property owners additional square footage, uses, or relaxed requirements for setbacks.

The proposed ordinance seeks to allow both residential and commercial property owners zoning flexibility in exchange for providing the Village with a stormwater easement. An easement in perpetuity can be used for the purposes of providing a dedicated area for stormwater facilities including, but not limited to, pump stations, generators, stormwater ponds, underground pipes, outfalls, etc. The following are some of the proposed incentives that may be offered:

- In single family and two-family residential developments:
    1. Allow additional third story square footage. This can be beneficial to those properties who may be located on atypical or irregular lots where a third story can provide the relief of having that additional third story square footage beyond the maximum that is currently allowed.
- In commercial developments:

1. Allow the flexibility of a 0.05 Floor-Area-Ratio (FAR) bonus

These incentives would be strictly bound by a determination of need for the overall benefit of the Village as determined by the Administration, particularly the Public Works and Building, Zoning, and Planning directors. Details of any agreement will be recorded with the Property Appraiser as a modifications to the site survey and via a covenant approved by Village Council.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, REVISING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES AND ADDING "BUILDING INCENTIVES FOR STORMWATER MANAGEMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") has adopted Zoning and Land Development Regulations in order to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, the Village Council desires to comprehensively update and revise the Village's Land Development Regulations of the Village Code to address various community needs; 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 Chapter 30 of the Village Code. That the Code of Key Biscayne, Florida is hereby amended by revising Chapter 30, "Zoning and Land Development Regulations," as set forth in *Exhibit "A"* attached hereto and incorporated herein.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

Section 5. **Conflicts.** That all ordinances or parts of ordinances, resolutions, or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2022.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

DRAFT

Chapter 30 - ZONING AND LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE III. - GENERAL PROVISIONS

* * *

Sec. 30-42. – Development Incentives for Stormwater Management

Development incentives may exist for developers taking initiative by using more sustainable site design in conjunction with providing a stormwater easement. This incentive shall be based on the feasibility of any proposed location and whether said site is suitable for the purposes of long-term stormwater management infrastructure planning. The following development incentives shall be made available, if proposed location is approved by the Building, Zoning, and Planning Director:

(1) For Single Family and Two-Family residential districts, one of the following incentives may be applied:

a. The maximum floor area for an additional story above the second story shall be allowed to exceed the square footages specified under Section 30-100(c)(1)(a) and shall not exceed 30 percent or 1000 square feet, whichever is smaller. Such area shall be setback as far away from the right-of-way as possible.

(2) For all other districts except Single Family and Two-Family districts, one of the following incentives may be applied:

a. In lieu of applying Floor-Area-Ratio (FAR) bonuses under Section 30-101 (d), an optional and independent FAR bonus of 0.05 may be applied if developer grants a stormwater easement only if subject property is deemed a suitable location for an easement.

(3) If a stormwater easement is granted for any property within the Village, said easement or easements shall be for the purposes of those uses as agreed upon between the Village and the developer, the title which shall remain in the name of the property owner, subject to the right or use designated in the reservation of the servitude.

* * *

Sec. 30-101. Commercial Districts.

C-1 Low Intensity Commercial District.

* * *

(b) *Development Regulations.*

Lots Area	Maximum Number of Stories	Floor Area Ratio (See FAR Design Bonus Schedule)**	Lot Coverage
Less than or = to 21,000 sq. ft.	3 stories not to exceed 35 ft.	.20-.50 FAR may be increased to .55 by: a. .025 if subterranean parking garage receives the bonus and/or b. .025 if a parking garage is sited at least 50 ft. from a public street.~~—~~or c. 0.05 for providing a stormwater easement per Sec.30-42 (2)(a)	35%
More than 21,000 less than or = to 60,000 sq. ft.	3 stories not to exceed 35 ft.	.20-.50 FAR may be increased to .55 by: a. .025 if subterranean parking garage receives the bonus and/or b. .025 if a parking garage is sited at least 50 ft. from a public street.~~—~~or c. 0.05 for providing a stormwater easement per Sec.30-42 (2)(a)	35%
More than 60,000 but less than 100,000 sq. ft.	3 stories not to exceed 35 ft.	.20-.50 FAR may be increased to .55 by:	35%

		a. .025 if subterranean parking garage receives the bonus and/or b. .025 if a parking garage is sited at least 50 ft. from a public street.—or c. 0.05 for providing a stormwater easement per Sec.30-42 (2)(a)	
100,000 sq. ft. or more.	3 stories not to exceed 35 ft.	.20-.50 FAR may be increased to .55 by: a. .025 if subterranean parking garage receives the bonus and/or b. .025 if a parking garage is sited at least 50 ft. from a public street.—or c. 0.05 for providing a stormwater easement per Sec.30-42 (2)(a)	35%

* Lots must be adjacent to one another and have at least one lot line in common.

** The FAR Design Bonus Schedule is a range based on a minimum and a maximum.

* * *

(d) *Floor Area Ratio Design Bonus Schedule.*

Design Criteria	How to Calculate Floor Area Ratio Bonus	Maximum FAR Bonus
1. Elevation facing a street a. First floor: zoning Code	a. 0.0005 per sq. ft. of window b. 0.0005 per linear ft. of stair	a. 0.05 b. 0.05

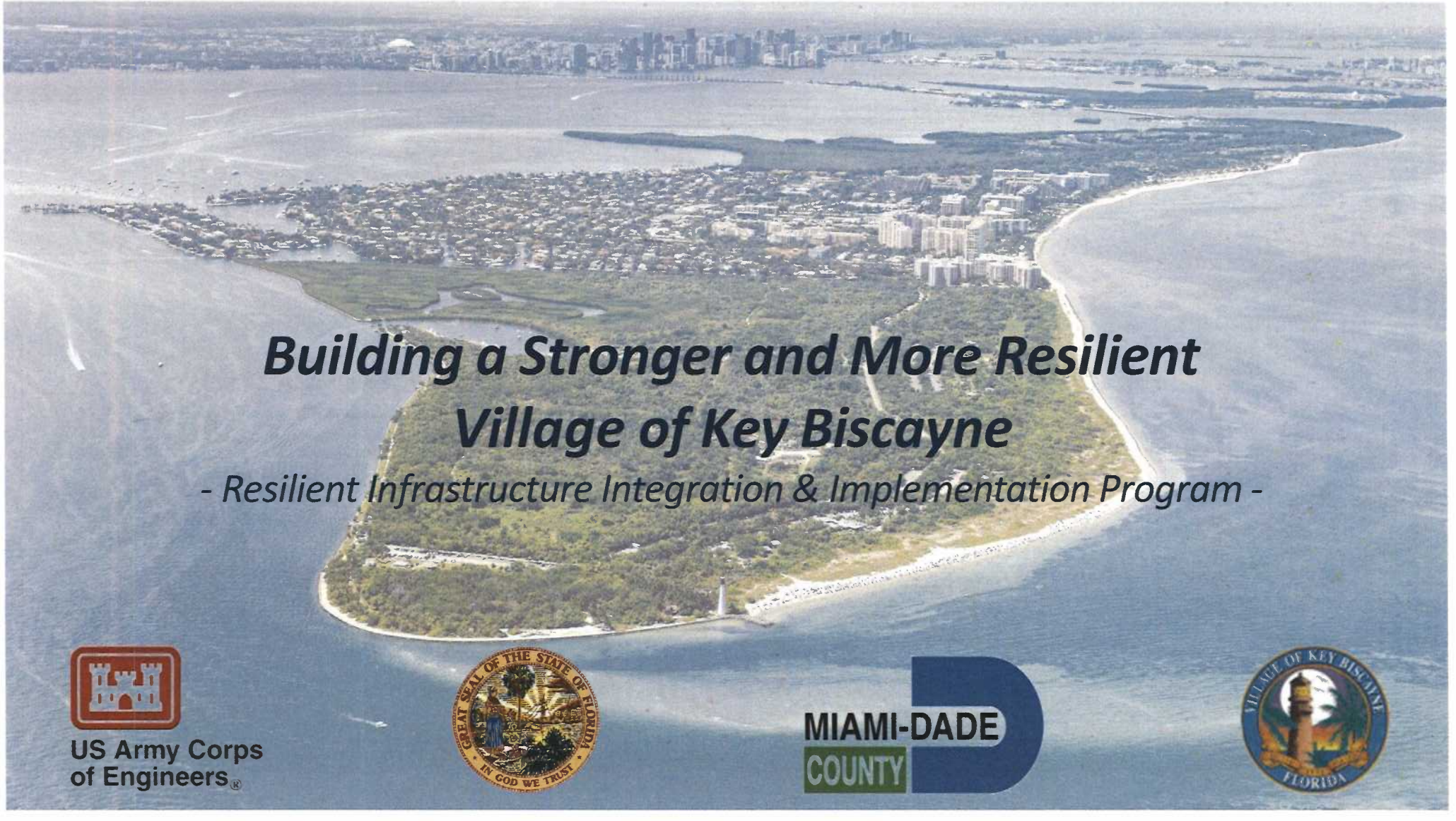
requires 50% of elevation to be in windows. Bonus for additional windows. b. Steps in front of the storefront leading to the street c. Variation in vertical roof lines d. Variation in building wall plane e. Mansard or pitched roof facing a street f. Ornamental reveals, designs, or trellis g. Open balconies with 75% of each side having railings h. Porch or covered terrace (not a balcony)	width c. 0.0003 per linear ft. of roof line providing the length of the roof element is not less that 25% of the length for the largest roof d. 0.0003 per linear ft. of wall recess or projection measured from the corner of the wall joint to corner wall joint of each recess or projected element e. 0.0003 per linear ft. f. 0.002 per sq. ft. of decorative element or trellis area g. 0.0001 per sq. ft. of balcony floor area h. 0.00003 per sq. ft. of porch or terrace floor area	c. 0.08 d. 0.08 e. 0.08 f. 0.02 g. 0.02 h. 0.08
2. Courtyards and passageways to interior public spaces a. Interior courtyards b. Pedestrian Passageways to interior courtyards. No pedestrian passageway can be an interior courtyard.	.000007 per sq. ft. of courtyard floor area .000007 per sq. ft. of passageway floor area	a. 0.07 b. 0.07
3. Clustering of Building(s): this bonus is limited to projects that occur on 60,000 sq. ft. or more of land.	.05 per building, provided no individual building floor area is less than 35% of the largest building floor area. Buildings may be connected by roofed passageways.	.15
4. Sites adjacent to a park that provide an alternate route to Crandon Boulevard.	Route must provide two way traffic, commercial uses fronting on >50% of frontage, and if it connects to two	.10

	streets then easement to the Village.	
5. Use a. Automobile repair* * All new auto repair uses shall agree to a recorded development restriction limiting the use of the property for auto repair for a minimum period of 10 years. b. Service Station	a. .03 per auto repair bay; and/or b. .02 per gasoline dispenser.	a. 0.09 b. 0.08
6. Parking Garages a. finished floor located below grade in a garage that contains >50% of the required parking spaces.	0.06 per foot or fraction thereof below Grade	0.20
7. At Grade Parking Lots	0.025 when access is provided to an adjacent parking lot	0.025
8. Landscaping: Providing more landscaping than is required a. Shade trees b. Native shrub c. Ground cover d. Planter boxes	a. 0.005 per shade tree b. 0.00005 per native shrub c. 0.00005 per sq. ft. of ground cover d. 0.00005	a. 0.05 b. 0.01 c. 0.01 d. 0.01
9. Stormwater Easement: An optional and independent FAR bonus applied if a developer grants an easement subject to Section 30-42 (2)	0.05 for providing a stormwater easement per Sec.30-42 (2)(a)	0.05

38

* * *

EXHIBIT "5.a."


Building a Stronger and More Resilient
Village of Key Biscayne
- Resilient Infrastructure Integration & Implementation Program -
US Army Corps
of Engineers
GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST
MIAMI-DADE
COUNTY
VILLAGE OF KEY BISCAYNE
FLORIDA

The Village of Key Biscayne's Commitment



The Village of Key Biscayne, through ***deliberate action, substantial investment and partner engagement***, is dedicated to ***safeguarding our residents, property and way of life*** from the projected storm surge, sea-level rise and related environment changes confronting the island in the coming decades.

What Are Our Risks?

Threats

Storm surge
Natural disasters
Sea-level rise
Flooding
Rain Events
Heat
Indecision and inaction



Vulnerabilities

Shoreline
Aging infrastructure
Aging properties
Evacuation routes
Fragmented planning/design
Inconsistent regulations
Restrictive regulations



Financial Impacts

Property values
Insurance
Loss of economic activity
Decreased public investment
Increased O&M costs

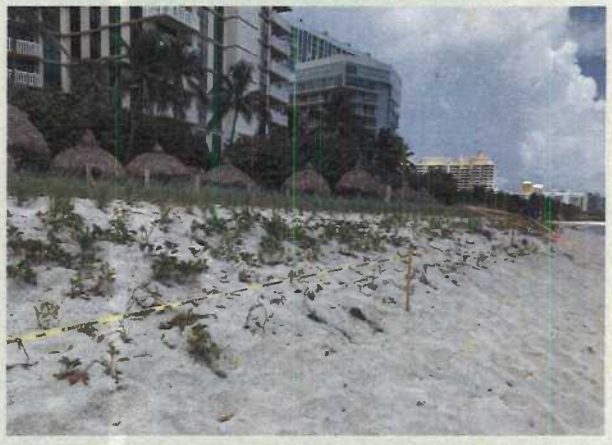


Not acting now will magnify these threats and vulnerabilities!

We Have a Plan

Resilient Infrastructure Program 6 Lines of Effort:

1. Shoreline Protection
2. Stormwater System Upgrade
3. Roadway Improvements
4. Utility Hardening and Resilience
5. Changes to Codes, Plans, Zoning and Building Standards



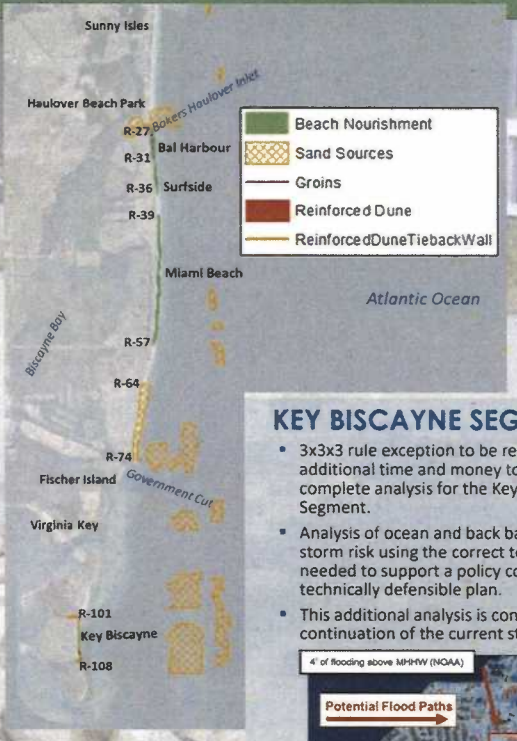


Shoreline Protection (Oceanside and Bayside)

- Oceanside shoreline protection (1.2 miles) → **included in USACE CSRM Recommended Plan**

- Biscayne Bay shoreline protection (6.9 miles)
  - **USACE CSRM Back-Bay Study → requires waiver**
  - Seawalls and living shorelines
  - **FEMA-FDEM-VKB Concept Plan**

- Northwest & southwest village boundaries protection (.8 mile)



KEY BISCAYNE SEGMENT

- 3x3x3 rule exception to be requested for additional time and money to conduct a complete analysis for the Key Biscayne Segment.
- Analysis of ocean and back bay coastal storm risk using the correct tools is needed to support a policy compliant and technically defensible plan.
- This additional analysis is considered a continuation of the current study.



Stormwater Systems Upgrade

- Install pumps and pipes
- Improve outfalls
- Increase water storage
- Include swales – gray and green solutions
- Harmonize with private property
- Enhance water quality
- Include monitoring and maintenance

2050 Sea Level Rise Projection







Roadway Improvements

- Assess required elevations and changes in road configurations
- Use right-of-way to complement stormwater and water quality initiatives
- Design one-way streets to increase stormwater capture
- Identify the role of curbs and gutters
- Integrate landscaping, shade and similar natural benefits
- Improve traffic flow and safety
- Right-size fire hydrant capacity

Results in village-wide complete streets plan

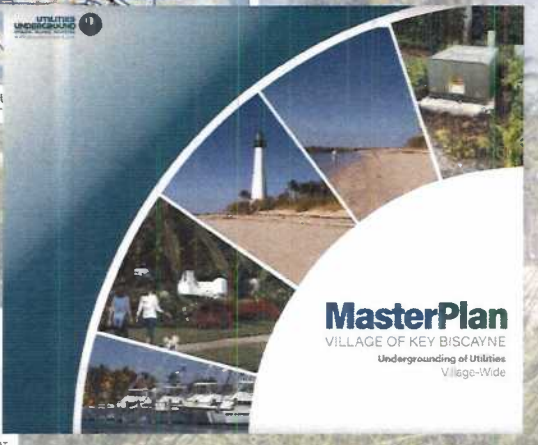




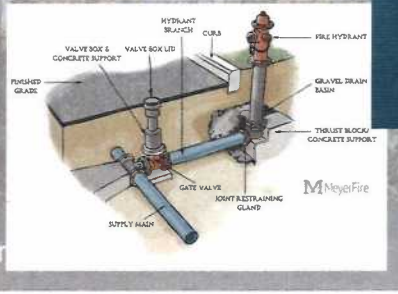
Utility Hardening & Resilience

- Underground electrical line feeders and laterals → working with FPL
- Simultaneously underground telecom lines → working with AT&T and Comcast
- Integrate water and sewer infrastructure → creating Joint Powers Authority with M-DC WASD
- Include streetlight upgrade, conversion to LED and transfer to FPL
- Set conditions for smart "village" initiatives





Before



After

Changes to Codes, Plans, Zoning & Building Standards

- Vision Plan – Comprehensive Master Plan → land-use and zoning modifications
- Seawall, living shoreline, native/resilient landscaping, base flood elevation ordinances
- Pervious materials incentives
- Land acquisition/easement strategy and process
- New design and building standard strategies
- Tree program, ordinance and trust fund
- Counter effects from National Flood Insurance Program's changes
- Reduce NFIP Community Rating System
- Integrate with Miami-Dade County Local Mitigation Strategy
- Optimize stormwater and related impact fee methodology and incentives







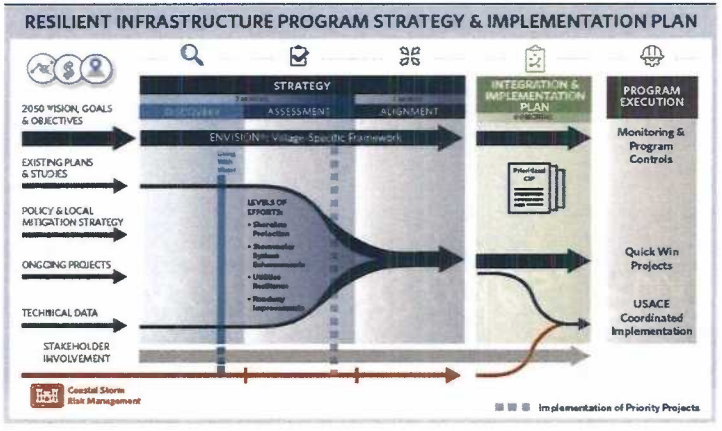
TREE TRUST
Transforming Lives and Landscapes

NATIONAL FLOOD INSURANCE PROGRAM

Program Management Team – Alleviating Complexities

Roles & Responsibilities:

- **Community Risk Assessment**
- Program Strategy
- **Community & Stakeholder Engagement**
- Leverage Village Funding
- **Integration & Implementation Program**
- Program Management
- **Project & Construction Management**
- Project Monitoring, Controls & Reporting



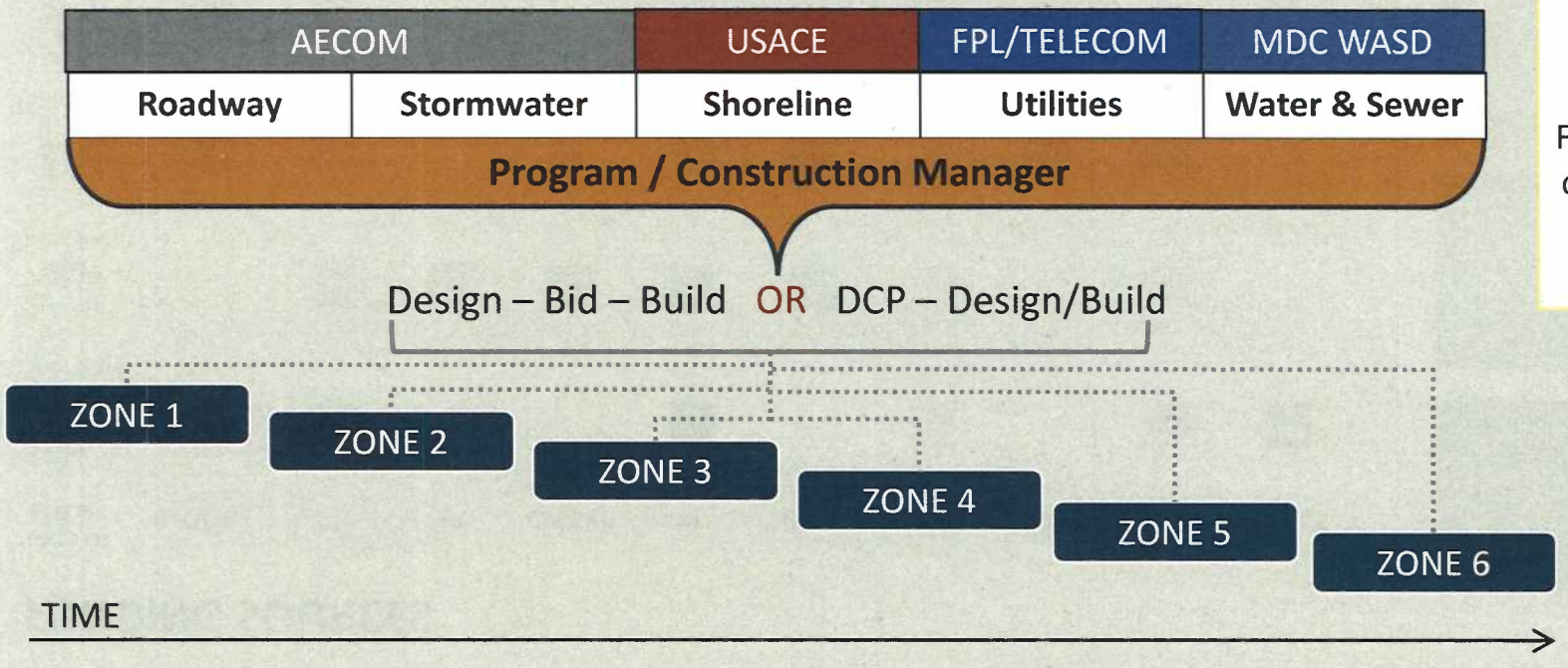


Value Added:

- **Extension of Staff**
- Lessons Learned & Best Practices
- Branding
- **Technical Expertise**:
  - Infrastructure
  - Regulations & Ordinances
- External Agency Relationships
- **External Funding Strategies**
- Quality Assurance & Control
- Permitting & Regulatory Expertise
- **Influence on & Appraisal of Policy Changes**
- Program & Project Coordination
- **Shared Industry Knowledge**

Building a Project

DIG ONCE

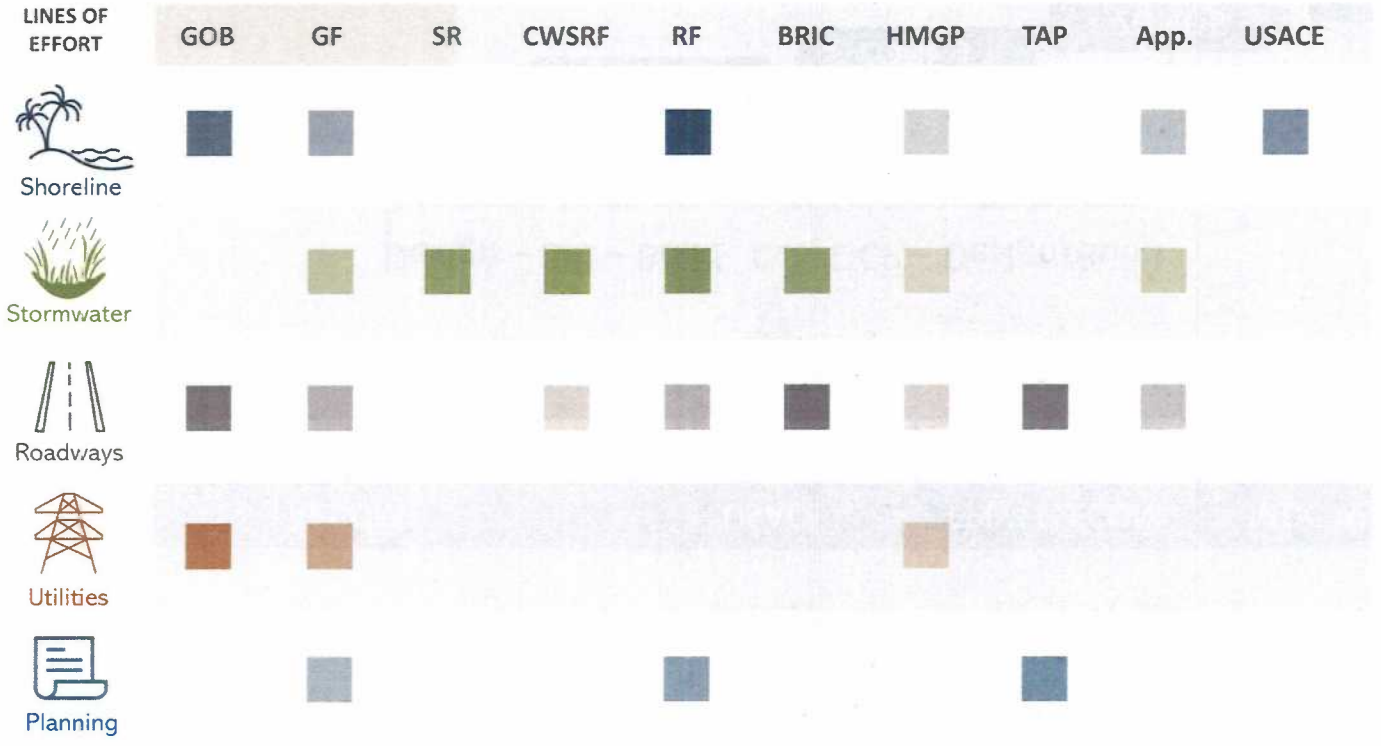


Creates complete projects

Reduces procurement timelines

Focuses on uniformity of design and construction
Minimizes traffic and access disruption

FUNDING SOURCES

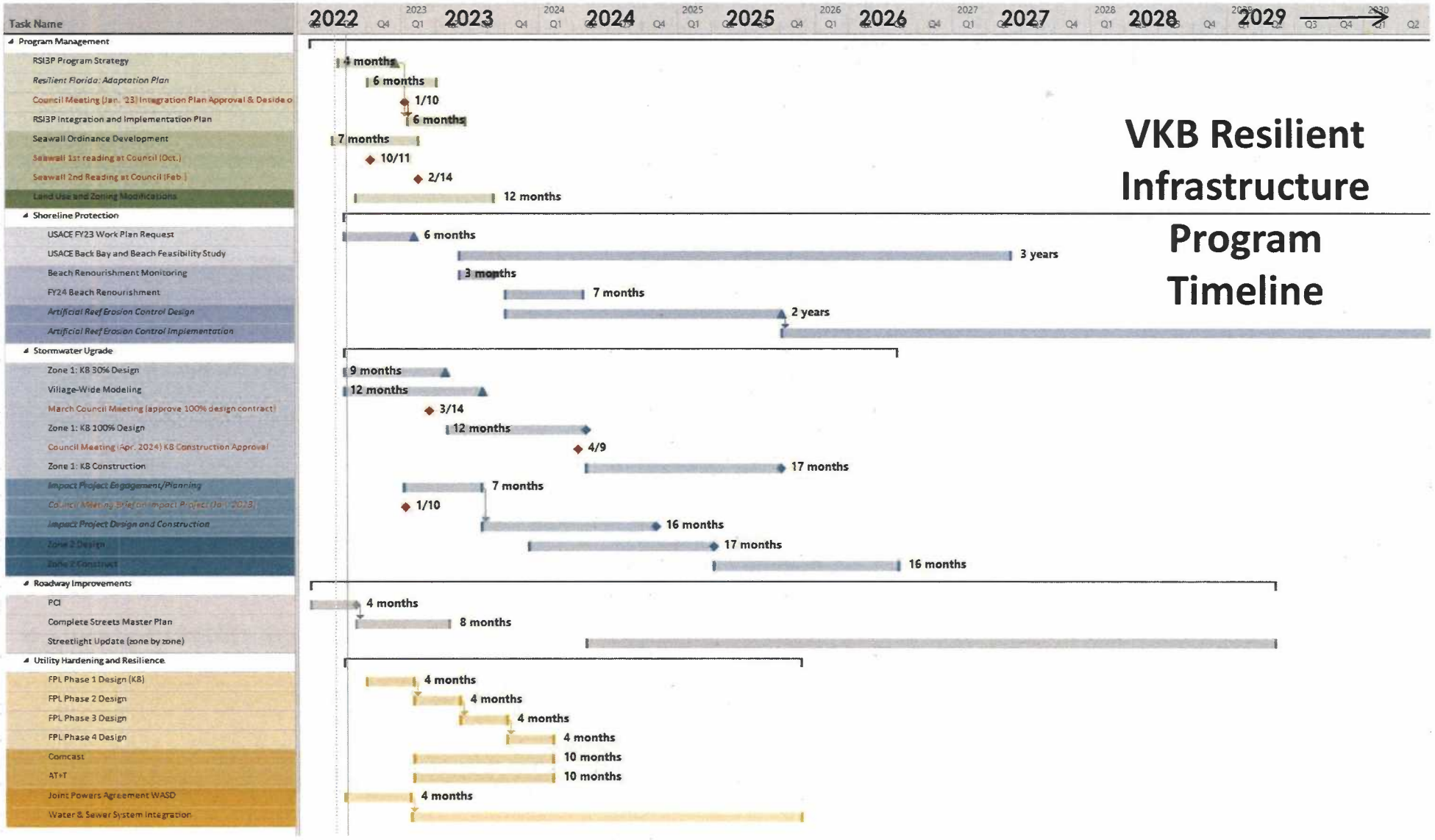


$250M total cost

15 years

$17M / year average

GOB: General Obligation Bond (Village)
GF: General Fund (Village)
CWSRF: Clean Water State Revolving Loan Fund
RF: Resilient Florida (State Grant)
App.: Appropriations (State & Fed.)
USACE :US Army Corp of Engineers (Federal)
BRIC: Building Resilient Infrastructure & Communities (Fed.)
HMGP: Hazard Mitigation Grant Program (State)
SR: Special Revenue Fund (Village Stormwater Fee)
TAP: Transportation Alternatives Program (County TPO Grant)


Task Name
2022
2023
2024
2025
2026
2027
2028
2029
Program Management
RSI3P Program Strategy
Resilient Florida: Adaptation Plan
Council Meeting (Jan. '23) Integration Plan Approval & Desida o
RSI3P Integration and Implementation Plan
Seawall Ordinance Development
Seawall 1st reading at Council (Oct.)
Seawall 2nd Reading at Council (Feb.)
Land Use and Zoning Modifications
Shoreline Protection
USACE FY23 Work Plan Request
USACE Back Bay and Beach Feasibility Study
Beach Renourishment Monitoring
FY24 Beach Renourishment
Artificial Reef Erosion Control Design
Artificial Reef Erosion Control Implementation
Stormwater Ugrade
Zone 1: KB 30% Design
Village-Wide Modeling
March Council Meeting (approve 100% design contract)
Zone 1: KB 100% Design
Council Meeting (Apr. 2024) KB Construction Approval
Zone 1: KB Construction
Impact Project Engagement/Planning
Council Meeting Brief on Impact Project (Jan. 2023)
Impact Project Design and Construction
Zone 2 Design
Zone 2 Construct
Roadway Improvements
PCI
Complete Streets Master Plan
Streetlight Update (zone by zone)
Utility Hardening and Resilience
FPL Phase 1 Design (KB)
FPL Phase 2 Design
FPL Phase 3 Design
FPL Phase 4 Design
Comcast
AT+T
Joint Powers Agreement WASD
Water & Sewer System Integration
4 months
6 months
1/10
6 months
7 months
10/11
2/14
12 months
6 months
3 years
3 months
7 months
2 years
9 months
12 months
3/14
12 months
4/9
17 months
7 months
1/10
16 months
17 months
16 months
4 months
8 months
4 months
4 months
4 months
4 months
10 months
10 months
4 months
VKB Resilient Infrastructure Program Timeline

What is the End State? 2060

A Fully Protected Village:

1. Oceanside shoreline protection with tieback walls
2. Bayside shoreline & northwest boundary developed to match shoreline protection project requirements
3. Synch east and west side stormwater systems
4. Roads used to supplement shoreline systems
5. Improved roadways to complement stormwater systems
6. Raised roads and improved swales
7. Transitioned to pumped stormwater systems
8. Upgraded outfalls
9. Improved water quality discharge
10. Undergrounded utilities to reduce storm threats and increase reliability
11. Renovated water and sewer systems



A Future *without* Action

Inundation and property damage:

***No public* dollars spent:** Public benefit lost

Economic: Property damage from sea-level rise and storms causing decreased property values, increased insurance rates and reduced investment resulting in degraded economic viability

Environmental: Water quality concerns, coastal habitat threatened, and dune habitat lost

Social: The community's fear and anxiety will increase as it continues to face the twin threats of sea-level rise and more frequent, severe storms

Health and safety: Minimal protection from storm surge and sea-level rise; disease control concerns, and evacuation route impacted









A Future with Action, Engagement and Investment

Remaining an island paradise:

Joint return on investment: Public dollars spent; public benefits provided

Economic: Property values secured, insurance rates stabilized, and local economy strengthened

Environmental: Water quality preserved, coastal ecosystem protected, and dune habitat enhanced

Social: Key Biscayne community able to maintain its safe, thriving economy and vibrant quality of life in the face of increasing climate and environmental pressures

Health and safety: Storm surge and sea-level rise protection, more greenspace, disease control, and evacuation route improved









Our vision. Our goal.

The residents of Key Biscayne face an increased threat from environmental changes, sea-level rise and more severe storms. Through implementing a holistic resilient infrastructure integration plan and working with partner agencies to fund and protect our village, we can all continue to live a safe, vibrant life with a thriving economy and a stronger, more resilient future.



EXHIBIT "6.a."





Village of Key Biscayne
High Impact Projects & Funding Pursuits

August 2022 Update

Execution Year CIP

CIP Projects	Project Value	Planning	Design	Procurement	Permitting	Construction	Completed	Not started
30	$ 9,726,630	4	5	5	1	8	7	0

			PHASE		SCHEDULE				BUDGET	2022				FY2023						
PRI	Project Name	Category	Project Phase	Phase Status	ESD	ASD	ECD	ACD	2022 Budget	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Perform USACE Back Bay Study (Local Match)	Resiliency	01_Planning	0%	N/A	N/A	N/A	N/A	$ 500,000.00											
1	Formulate Resilient and Sustainable Infrastructure Integration and Implementation	Resiliency	01_Planning	15%		Jul-22	Mar-23		$1,049,000.00											
3	Develop Rickenbacker Causeway Plan	Transportation	01_Planning	50%		May-22	Oct-22		$ 175,000.00											
4	IT Master Plan	General	01_Planning	15%		Jun-22	Mar-22		$ 50,000.00											
1	Design Utility Undergrounding	Resiliency	02_Design	50%		Jan-22	Oct-22		$ 522,000.00											
1	Design Stormwater Infrastrucure Improvements at K8	Resiliency	02_Design	10%		Aug-22	Apr-23		$1,408,130.00											
2	Improve Beach Park	Parks	02_Design	25%		Feb-22	Mar-24		$ 650,000.00											
4	Improve Hampton Park	Parks	02_Design	10%		May-22	Dec-22		$ 100,000.00											
5	Improve Village Hall Landscape and Hardscape	Facilities	02_Design	70%		Feb-22	Sep-22		$ 50,000.00											
2	Replace Community Center Roof	Facilities	03_Procurem	10%		Jun-22	Mar-24		$ 200,000.00											
3	Procure Fleet Vehicles	General	03_Procurem	75%		Oct-21	Sep-22		$ 575,000.00											
3	Replace Community Center Pool Deck	Parks	03_Procurem	10%		Jul-22	Dec-22		$ 245,000.00											
3	Replace St. Agnes Sod and Lighting	Parks	03_Procurem	90%		Jul-22	Oct-22		$ 301,000.00											
4	Retrofit Community Center Facilities Lighting to LED	Facilities	03_Procurem	10%		Feb-22	Jan-22		$ 260,000.00											
1	Develop Crandon Blvd Traffic Flow and Safety Plan	Transportation	04_Permitting	50%		Jan-22	Jun-23		$ 900,000.00											
1	Remediate and Construct Paradise Park	Parks	05_Constructi	25%		Nov-21	Nov-22		$1,624,000.00											
2	Construct Public Beach Access at Sands	Parks	05_Constructi	40%		Apr-22	Sep-22		$ 110,000.00											
2	Equip Fire Engine	Safety	05_Constructi	90%		Jul-22	Aug-22		$ 70,000.00											
3	General Repairs and Renovations	Facilities	05_Constructi	80%		Nov-21	Oct-22		$ 150,000.00											
3	Upgrade Splashpad	Parks	05_Constructi	10%		Oct-21	Dec-22		$ 195,000.00											
3	Design Shoreline Protection: Beach Renourishment and Dune Stabilization Monitoring	Resiliency	05_Constructi	50%		Jun-22	Sep-22		$ 100,000.00											
3	Improve Vessel Exclusion Zone	Safety	05_Constructi	90%		May-22	Aug-22		$ 48,500.00											
5	Install Village Wide EV Charging Stations	Facilities	05_Constructi	75%		Jan-22	Aug-22		$ 60,000.00											
2	Replace Community Center RTU	Facilities	06_Complete	100%		Oct-21		Mar-22	$ 45,000.00											
2	Design and Construct Beach Club Sewer Extension	Resiliency	06_Complete	100%		Nov-22		Jun-22	$ 42,000.00											
3	Improve Calusa Park Tennis Courts and Surfaces	Parks	06_Complete	100%		Feb-22		May-22	$ 60,000.00											
3	Renovate Lake Park	Parks	06_Complete	100%		Oct-22		Apr-22	$ 77,000.00											
3	Renovate Village Green Interior Sidewalk	Parks	06_Complete	100%		Oct-21		Mar-22	$ 60,000.00											
4	Replace Community Center Spin Bikes	General	06_Complete	100%		Dec-21		Feb-22	$ 60,000.00											
5	MAST Solar Panels	Parks	06_Complete	100%		Nov-22		Jun-22	$ 40,000.00											

Professional Services, Maintenance & Repair Projects

O+M Projects	Project Value	Planning	Design	Procurement	Permitting	Construction	Completed	Not started
6	$ 170,500	2	0	1	0	0	1	2

			Phase		SCHEDULE				BUDGET	2022				2023						
PRI	Project Name	Category	Project Phase	Phase Status	ESD	ASD	ECD	ACD	2022 Budget	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
2	Develop Seawall Ordinance	Resiliency	01_Planning	70%		Jun-22	Feb-23		$ 50,000.00											
1	Install Ventilation System in Evidence Room	Safety	01_Planning	15%		22-Aug	Oct-22		$ 10,000.00											
2	Install East Enid Street Lights	Transportation	03_Procurement	20%		Apr-22	Aug-22		$ 20,000.00											
4	Repair Calusa Park Pathway	Parks	06_Completed	100%		Oct-21		Dec-21	$ 10,000.00											
2	Update Comp Plan Peril of Flood	Resiliency	07_Not Started	0%	Oct-22		Feb-22		$ 52,500.00											
4	Purchase Basketball Systems	Parks	07_Not Started	0%	Jul-22		Sep-22		$ 28,000.00											

Project Updates

- Crandon Blvd Traffic Flow and Safety Plan
- Upgrade Village Green Splashpad
- Remediate and Construct Paradise Park

Crandon Blvd Traffic Flow and Safety Plan

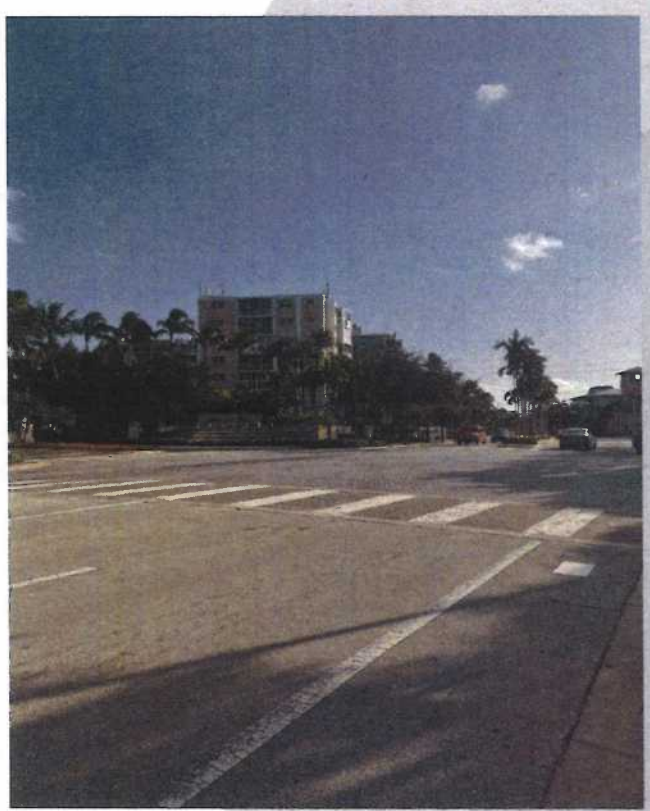
PROJECT UPDATE

- BCC submitted final study to Village staff for review
- Staff to prioritize recs for implementation
- Green bike lanes bid docs being reviewed by FDOT. Once approved, VKB will issue ITB in 9/2022
- Expected green paint completion, 12/2022
- County to contribute $450K in RIF funds for Crandon Blvd improvements.

Consultant
BCC Engineering

Staff Lead
Jake Ozyman
Director of Public Works

Budgeted	Spent (8/2022)	Current Phase	Next Phase:
$900,000	**$68,616**	**Procurement**	**Construction/Planning**





5

Update Village Green Splashpad

PROJECT Update

- Design and install updated 580 ft long, 6 ft wide walkway for public beach access.
- Construction began 8/8
- Surface sprayer install to be complete by end of August
- Play features to be delivered in October, installation to be complete by Oct/Nov.
- Close out – December 2022

Products
Rain Drop

Construction
Aquatics Restoration

Staff Lead
Director of Parks, Recreation, & Open Space
Todd Hofferberth

Budgeted	Encumbered (8/22)	Current Phase	Next Phase:
$195,000	**$188,300**	**Construction**	**Close Out**



Remediate and Construct Paradise Park

PROJECT SCOPE

- Remediate land (530 Crandon)
- Build multi-use community park
- New concrete paving, lighting, site furniture, water fountain
- Install low oolite border wall
- Bronze plaques reading "A *Walk-Through History: Village of Key Biscayne*"

STATUS UPDATE

- DERM in the process of abandoning second set of wells
- All excavation and dirt removed by 8/12
- Bedia plaza in final design then to fabrication
- A Walk-Through History plaques being finalized

Budgeted	Spent (8/2022)	Current Phase	Next Phase:
$1,624,000	**$375,277**	**Construction**	**Close Out**

Contractor
Critical Path

Staff Lead
Village of Key Biscayne
Jake Ozyman

Landscape Architect
Calvin Giordano & Associates
Gianno Feoli

Environmental Consultant
Agua Environmental Consulting
James Hirsch

Bedia Plaza/Terrazo Consultant
DB Terrazzo Consulting, Inc.



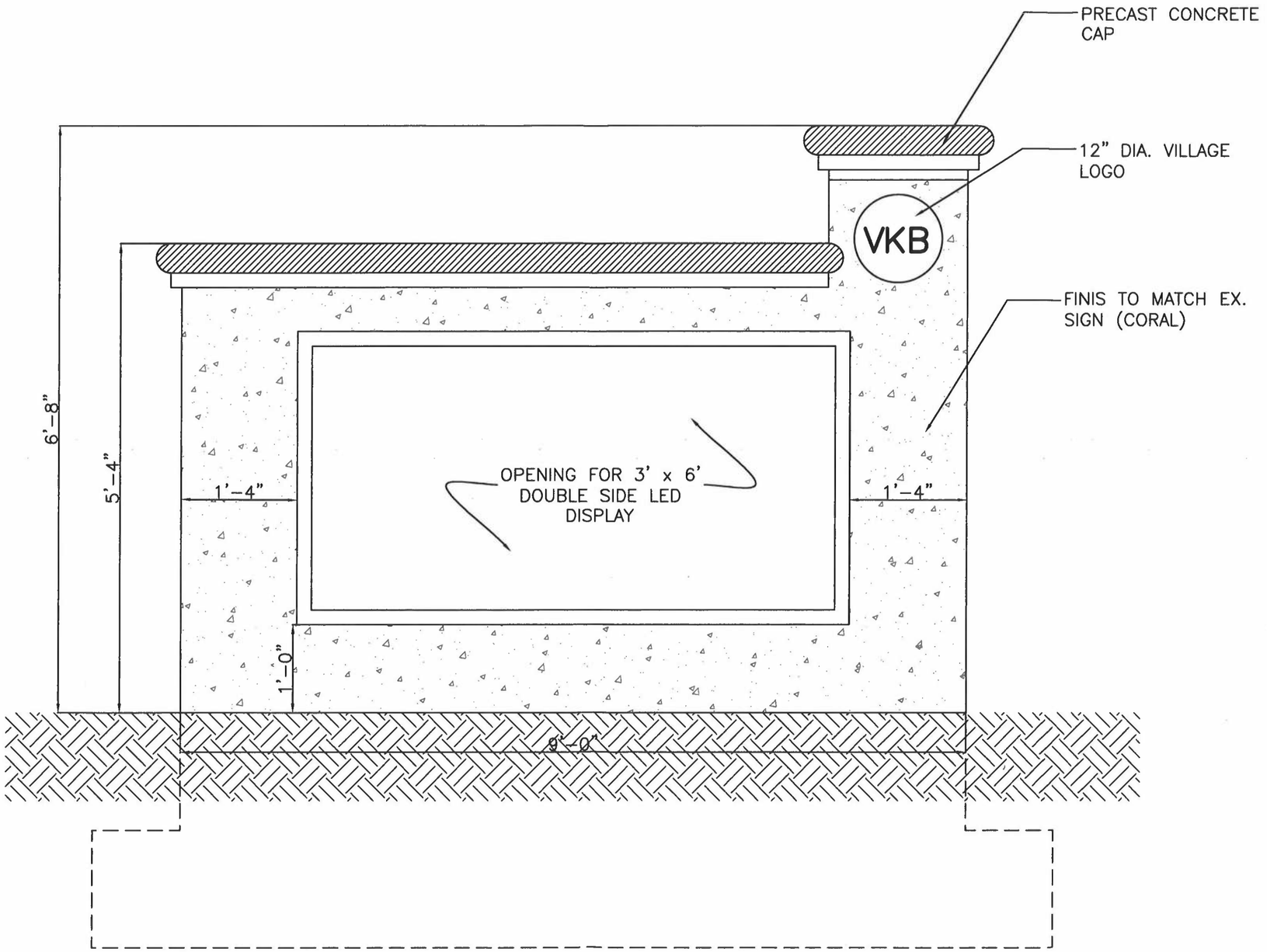


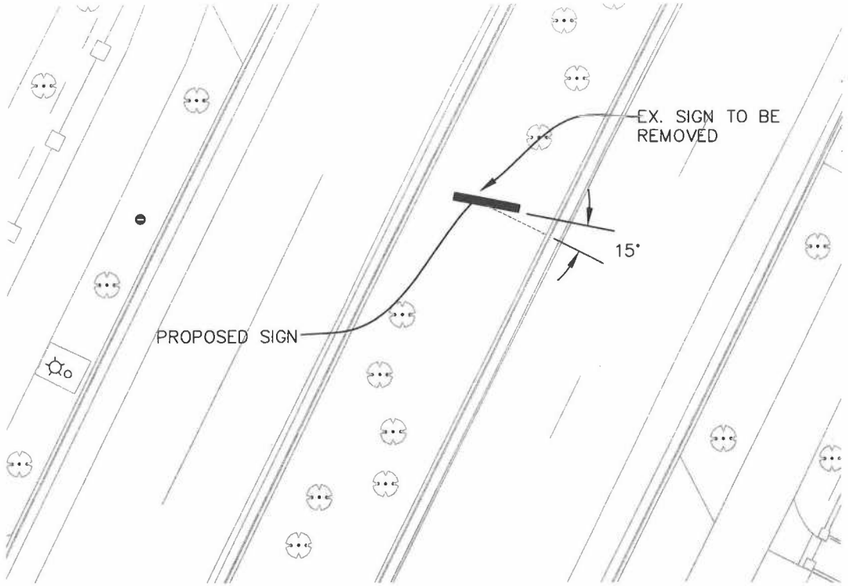
Funding Pursuits

Total	Pursuing	Submitted	Awarded	Active	Lost	Closed
37	13	6	3	10	4	1

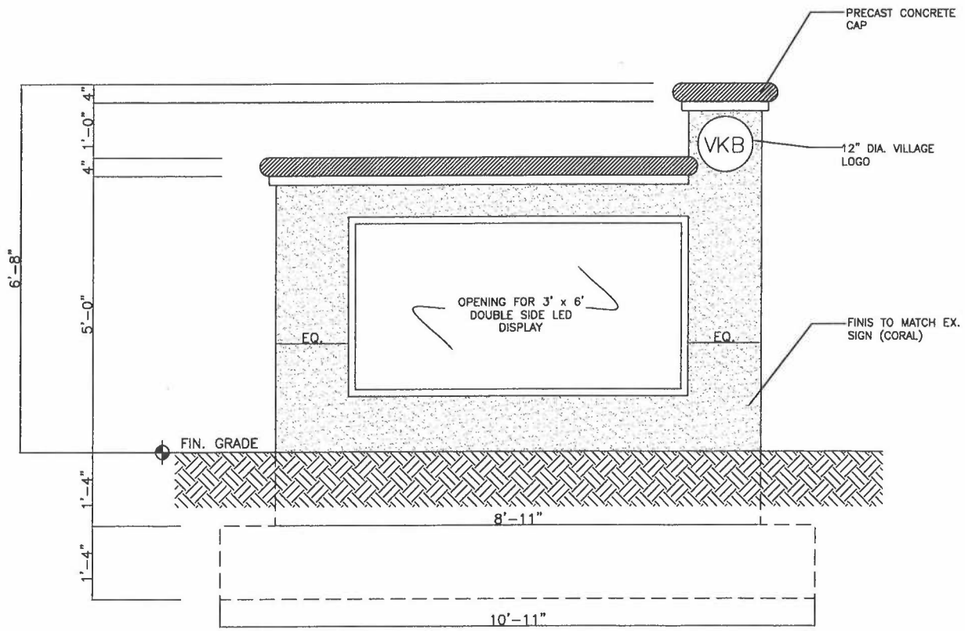
Grant Name	Type	Status	Projects to be funded	Amount Requested	Amount Received	FY Funding Applied	Date Due (Final)
Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT)	Federal - DOT	01_Pursuing	Resilient Infrastructure Project Design or Construction	TBD	$ -	FY23	unknown
Environmental Protection Agency (EPA) Community Funding Program	Federal - EPA	01_Pursuing	K8 Design WO #3	$ 500,000	$ -	FY23	unknown
Building Resilient Infrastructure and Communities (BRIC)	Federal - FEMA	01_Pursuing	Stormwater Zone Projects	TBD	$ -	FY24	11/12/2022
Road Impact Fee (RIF) Transportation Improvement Program (TIP)	Miami-Dade County	01_Pursuing	Harbor Drive	$ 2,680,000	$ -	FY23	N/A
Road Impact Fee (RIF) Transportation Improvement Program (TIP)	Miami-Dade County	01_Pursuing	West Mashta Drive	$ 538,000	$ -	FY23	N/A
Road Impact Fee (RIF) Transportation Improvement Program (TIP)	Miami-Dade County	01_Pursuing	Crandon Blvd Improvements	$ 600,000	$ -	FY23	N/A
State Appropriations	State	01_Pursuing	Senior Programming	$ 90,000	$ -	FY23	7/15/2022
Biscayne Bay Commission	State - FDEP	01_Pursuing	West Heather Green Infrastructure Pilot	$ 850,000	$ -	FY23	unknown
Beach Management Funding Assistance Program	State - FDEP	01_Pursuing	Beach Renourishment	$ 100,000	$ -	FY23	7/31/2022
Florida Recreation Development Assistance Program (FRDAP)	State - FDEP	01_Pursuing	Village Green Under 5 Playground	$ 113,000	$ -	FY23	8/31/2022
Resilient Florida - Design	State - FDEP	01_Pursuing	K8 SW 30-100% Design	$ 885,500	$ -	FY23	9/1/2022
United States Army Corp of Engineers (USACE) FY23 Workplan	Federal - USACE	01_Pursuing	Ocean Side and Back Bay Study	$ 400,000	$ -	FY23	N/A
Coastal Partnerships Initiative (CPI)	State - FDEP	01_Pursuing	Beach Access Path at Island House	$ 75,000	$ -	FY23	10/1/2022
Clean Water State Revolving Loan Fund (CWSRF) - Construction	State - Loan	01_Pursuing	K8 Construction	TBD	$ -	FY24	6/20/2023
Hazard Mitigation Grant Program (HMGP)	Federal - FEMA	02_Submitted	Garden District	$ 270,000	$ -	FY23	10/1/2022
Hazard Mitigation Grant Program (HMGP)	Federal - FEMA	02_Submitted	Back up generators for pump stations	$ 120,000	$ -	FY23	10/1/2022
Resilient Florida - Planning	State - FDEP	02_Submitted	Adaptation Plan	$ 350,000	$ -	FY23	6/22/2022
Biscayne Bay Grant	State - FDEP	02_Submitted	West Heather Green Infrastructure Pilot	$ 650,000	$ -	FY23	7/22/2022
Waterway Assistance Program	State - FIND	02_Submitted	Purchase boat	$ 75,000	$ -	FY23	3/28/2022
Clean Water State Revolving Loan Fund (CWSRF) - Planning	State - Loan	02_Submitted	Resilient Infrastructure Integration and Implementation Plan	$ 800,000	$ -	FY23	7/15/2022
Transit Development Program Grant	State- FDOT	02_Submitted	Additional Freebees	$ 166,679	$ -	FY23	5/20/2022
Transportation Planning Organization (TPO) Municipal Planning Grant	Miami-Dade TPO	03_Awarded	Crandon Blvd Traffic Safety Improvements	$ 90,000	$ 90,000	FY22	12/10/2021
Biscayne Bay Grant	State - FDEP	03_Awarded	Stormwater Pilot	$ 159,537	$ 159,537	FY22	8/1/2021
American Rescue Plan Act (ARPA)	Federal	04_Active	Pay-go revenue replacement	$ 6,433,966	$ 6,433,966	FY22-26	N/A
COVID Pandemic	Federal Reimbursement	04_Active	Covid Personnel and Support	$ 751,263	$ 555,760	FY22	N/A
Surfside Support	Federal Reimbursement	04_Active	Surfside Support	$ 83,408	$ -	FY22	N/A
Hurricane Michael	Federal Reimbursement	04_Active	Overtime	$ 74,478	$ 74,478	FY22	N/A
Hurricane Irma	Federal Reimbursement	04_Active	Debris Removal Reimbursement, Beach Renourishment, Etc.	$ 4,619,636	$ 3,334,961	FY22	N/A
Florida Recreation Development Assistance Program (FRDAP)	State - FDEP	04_Active	Hampton Park Improvements	$ 50,000	$ 50,000	FY22	8/31/2022
Florida Recreation Development Assistance Program (FRDAP)	State - FDEP	04_Active	Paradise Park Improvements	$ 200,000	$ 200,000	FY22	8/31/2022
Green Bike Lane Grant	State - FDOT	04_Active	Crandon Blvd Traffic Safety Improvements	$ 100,000	$ 100,000	FY22	N/A
Hazard Mitigation Grant Program (HMGP)	Federal - FEMA	06_Lost	Community Center Roof Replacement	$ 240,000	$ -	FY22	10/1/2022
National Coastal Resilience Fund Grant (NCRF)	Foundation Grant	06_Lost	Artificial Reef - Beach Erosion	$ 800,000	$ -	FY23-25	6/30/2022
Community Planning Technical Assistance Grant (CPTA)	State - DEO	06_Lost	Update Comp Plan - Peril of Flood	$ 52,500	$ -	FY23	4/11/2022
Coastal Partnerships Initiative (CPI)	State - FDEP	06_Lost	Beach Access Path	$ 30,000	$ -	FY22	10/1/2021
Neat Streets	Miami-Dade County	07_Closed	Tree planting	$ 25,001	$ -	FY22	12/1/2021
Florida Recreation Development Assistance Program (FRDAP)	State - FDEP	07_Closed	Lake Park Improvements	$ 50,000	$ 50,000	FY22	8/31/2022

EXHIBIT "6.c."

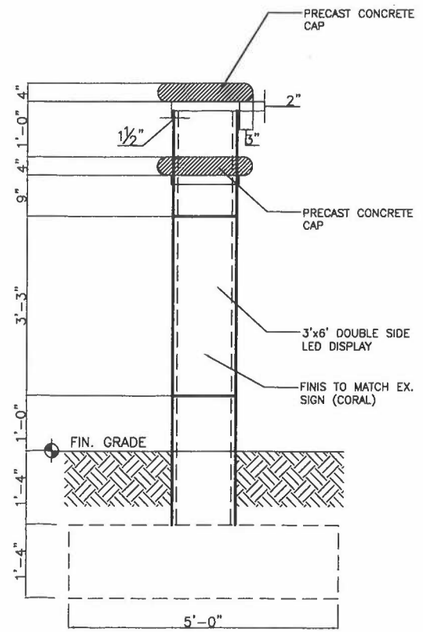

PRECAST CONCRETE CAP
12" DIA. VILLAGE LOGO
VKB
FINIS TO MATCH EX. SIGN (CORAL)
OPENING FOR 3' x 6' DOUBLE SIDE LED DISPLAY
6'-8"
5'-4"
1'-4"
1'-4"
1'-0"
9'-0"



SITE PLAN
1"=20'-0"



FRONT ELEVATION
3/8"=1'-0"



SIDE ELEVATION
3/8"=1'-0"

DRAFT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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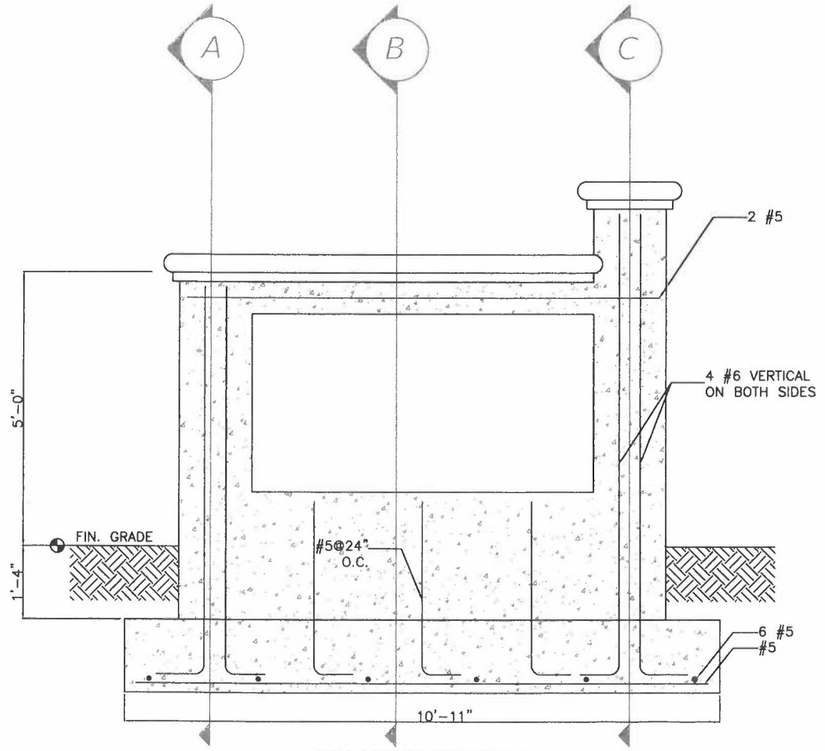
JAKE OZYMAN, P.E.
P.E. LICENSE NUMBER 74421
VILLAGE OF KEY BISCAYNE
DEPARTMENT OF PUBLIC WORKS
88 WEST MCINTYRE STREET
KEY BISCAYNE, FL 33149

VILLAGE OF KEY BISCAYNE

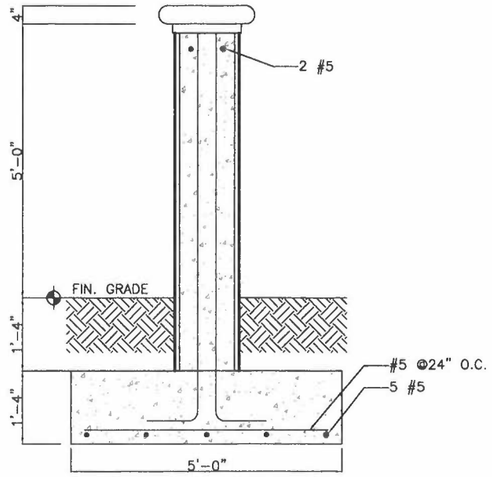
ENTRY BLOCK
DIGITAL SIGN STRUCTURE

SITE PLAN, FLOOR PLAN & ELEVATION

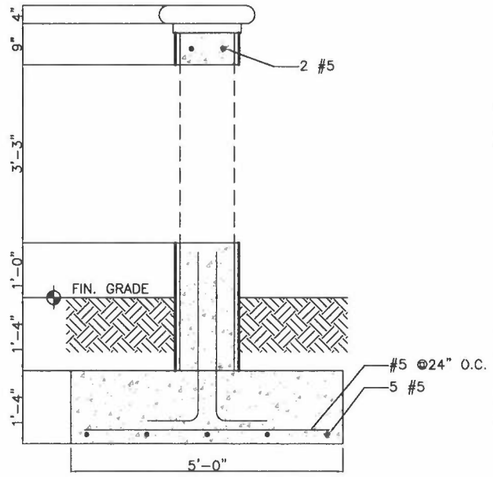
SHEET NO. 1



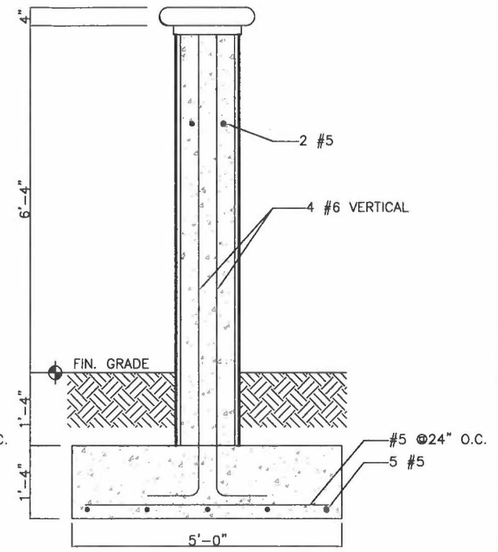
FRONT ELEVATION
3/8"=1'-0"



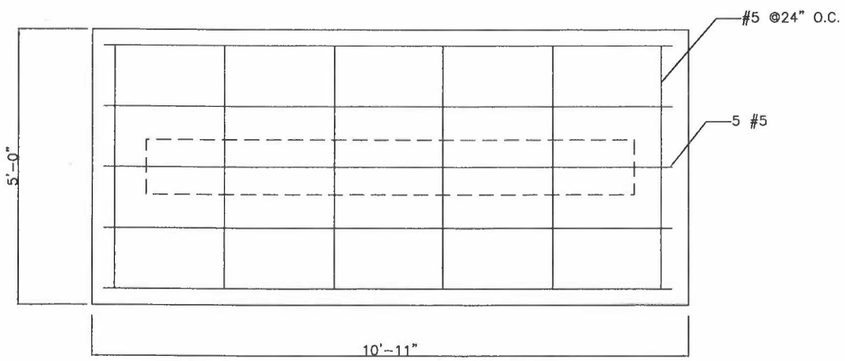
SECTION A
3/8"=1'-0"



SECTION B
3/8"=1'-0"



SECTION C
3/8"=1'-0"



FOUNDATION PLAN
3/8"=1'-0"

DRAFT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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VILLAGE OF KEY BISCAYNE

ENTRY BLOCK
DIGITAL SIGN STRUCTURE

STRUCTURAL DRAWINGS

SHEET NO. 2